

TOWN OF FLORENCE SPECIAL MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall
Councilmember Kristen Larsen



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, August 21, 2017

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Special Meeting of the Florence Town Council will be held on Monday, August 17, 2017, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge __, Hawkins __, Guilin __, Anderson __, Wall ____, Larsen __.

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

6. ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

- a. **Public hearing on Feasibility** Report for projects, the construction of which is to be financed with proceeds of sale of General Obligation Bonds. (Joe Jarvis)
- b. Consideration and possible adoption of Resolution No. MRCFD2 234-17: A RESOLUTION APPROVING A FEASIBILITY REPORT WITH REGARD TO PROJECTS; AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$2,225,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2017; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY RELATED DOCUMENTS; DELEGATING THE DETERMINATION OF

CERTAIN TERMS OF SUCH BONDS AND MATTERS RELATED THERETO TO THE DISTRICT MANAGER AND AUTHORIZING THE SUBSEQUENT LEVYING OF AN *AD VALOREM* PROPERTY TAX WITH RESPECT TO SUCH BONDS. (Joe Jarvis)

7. ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

8. PRESENTATION

- a. **Presentation by Wildan** Financial Services, and Economists.com, on the 2017 Water and Wastewater Rate Study and Financial Forecast. (Jess Knudson)

9. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Ratification of the re-election** of Corey Pine as an employee representative on the Town of Florence Public Safety Personnel Retirement System Fire Local Board for a period of four years. (Scott Barber)
- b. **Resolution No. 1637-17:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCELS 5, 6, 7, 13, 17, 24 AND TRACT J OF MESQUITE TRAILS; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
- c. **Resolution No. 1638-17:** Adoption of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCEL 5 OF MESQUITE TRAILS – PARCEL 5; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
- d. **Approval of the GIS** Enterprise License Agreement renewal for three-years with Environmental Systems Research Institute in an amount not to exceed \$81,525.
- e. **Approval of the July 17,** 2017 Town Council Regular Meeting minutes.

10. NEW BUSINESS

- a. **Resolution No. 1634-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ENDORSING AND SUPPORTING THE REGIONALLY SIGNIFICANT ROUTES FOR SAFETY AND MOBILITY UPDATE. (Brent Billingsley)

- b. **Resolution No. 1635-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 52; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
- c. **Resolution No. 1636-17:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 56A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS. (Michelle Orton)
- d. **Discussion/Approval/Disapproval** of authorizing staff to commence with Development Agreement negotiations with Circle K Stores, Inc., for the proposed convenience store. (Brent Billingsley)

11. MANAGER'S REPORT

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

14. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 -000325.
- d. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- e. Possible discussions and contract negotiations with Startup Pavilion, LLC dba: Innovation Pavilion and other associated parties for the proposed development of an innovation campus project.
- f. Possible discussions and contract negotiations related to the Town's purchase of water credits.

15. ADJOURN FROM EXECUTIVE SESSION

16. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON AUGUST 18, 2017, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.

	MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 ACTION FORM	<u>AGENDA ITEM</u> 6a and b.
MEETING DATE: August 21, 2017 DEPARTMENT: Finance/Administration STAFF PRESENTER: Joe Jarvis, District Treasurer SUBJECT: Public Hearing to adopt Resolution No. MRCFD2 234-17 for the sale and issuance of General Obligation Bonds in the amount not to exceed \$2,225,000 for Merrill Ranch Community Facilities District 2.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff recommends the following motion/actions:

1. Hold a Public Hearing on the Feasibility Report of the feasibility and benefits of certain projects to be financed with the proceeds of the sale of General Obligation Bonds of Merrill Ranch Community Facilities District No. 2.

2. Motion to adopt Resolution No. MRCFD2 234-17, which in part authorizes the sale and issuance of not to exceed \$2,225,000 aggregate principal amount of General Obligation Bonds, Series 2017 and related matters. Please note, the current bond issue is sized at \$1,900,000 – subject to change based on the final interest rates and cash in the debt service fund.

BACKGROUND/DISCUSSION:

Pursuant to the Merrill Ranch Community Facilities District No. 2 Development Agreement dated November 1, 2005, Pulte Home Corporation (Pulte) has requested the issuance of General Obligation Bonds in an amount not to exceed \$2,225,000. The CFD financing plan includes GO Bonds, the proceeds of which will be used for regional public infrastructure improvements, as outlined in the Feasibility Report.

The bond proceeds will be used to reimburse Pulte for the cost of completed construction, which includes Hunt Highway Phase 1 and American Way.

The Feasibility Report includes a description of the public infrastructure to be financed by the GO Bonds, a location map, the cost of the infrastructure and the plan for financing the infrastructure.

Adopting the Resolution, will approve the Feasibility Report, authorize the sale and issuance of GO Bonds in an amount not to exceed \$2,225,000 aggregate principal amount,

approve the Preliminary Official Statement, authorize the preparation of the final Official Statement, authorize the subsequent levying of an ad valorem property tax sufficient to pay debt service and to approve the form and authorize the execution of delivery of the various documents relating to the 2017 GO Bonds.

The District is authorized up to \$100,000,000 (pursuant to an election held in and for the District on January 24, 2006) in principal amount of GO Bonds. To date, the District has issued \$6,161,000 in GO Bonds, of which \$4,575,000 principal remains outstanding, not including the proposed Series 2017 issue contemplated herein.

A VOTE OF NO WOULD MEAN:

The MRCFD2 bond not to exceed \$2,225,000 would not be sold.

A VOTE OF YES WOULD MEAN:

The MRCFD2 bond not to exceed \$2,225,000 would be sold.

FINANCIAL IMPACT:

It is expected that the total bonds outstanding, including this issue will be repaid with the District's current ad valorem tax levy of \$3.25 per \$100 of net assessed limited property value (see Table One of the Feasibility Report). Operation expenses of the District will continue to be funded by the District's operation and maintenance ad valorem property tax levy of \$0.30 per \$100 of net assessed limited property value, for a total tax rate target of \$3.55.

ATTACHMENTS:

- Resolution No. MRCFD2 234-17
- Draft Feasibility Report
- Draft Preliminary Official Statement
- Draft Bond Purchase Contract
- Draft Bond Registrar and Paying Agent Agreement
- Draft Dissemination Agency Agreement

RESOLUTION NO. MRCFD2 234-17

(MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2)

A RESOLUTION OF THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AUTHORIZING AND RATIFYING THE GIVING OF NOTICE OF HEARING WITH RESPECT TO APPROVING A FEASIBILITY REPORT WHICH INCLUDES IDENTIFYING THE PUBLIC INFRASTRUCTURE OF THE PROJECTS, THE AREAS TO BE BENEFITTED, THE EXPECTED METHOD OF FINANCING AND THE SYSTEM OF PROVIDING REVENUES TO OPERATE AND MAINTAIN THE PROJECTS, ALL AS PROVIDED IN SUCH REPORT; APPROVING SUCH REPORT; AUTHORIZING THE SALE AND ISSUANCE OF NOT TO EXCEED \$2,225,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2017 OF THE DISTRICT; PRESCRIBING CERTAIN TERMS AND CONDITIONS OF SUCH BONDS INCLUDING MAKING CERTAIN FINDINGS, CERTIFICATIONS AND COVENANTS WITH RESPECT TO SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SERIES 2017 BOND REGISTRAR AND PAYING AGENT AGREEMENT, A PURCHASE CONTRACT, A SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING AND CERTAIN OTHER DOCUMENTS RELATING TO SUCH BONDS; AWARDING SUCH BONDS TO THE PURCHASER THEREOF; DELEGATING THE DETERMINATION OF CERTAIN TERMS OF SUCH BONDS AND MATTERS RELATED THERETO TO THE DISTRICT MANAGER; APPROVING A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH BONDS; AUTHORIZING THE PREPARATION OF A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS AND SUBSEQUENT LEVYING OF AN *AD VALOREM* PROPERTY TAX WITH RESPECT TO SUCH BONDS

BE IT RESOLVED BY THE DISTRICT BOARD OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 as follows:

1. Findings.

a. Merrill Ranch Community Facilities District No. 2 (hereinafter called the "District") is authorized (1) by Section 48-719, Arizona Revised Statutes, to sell and issue general obligation

bonds of the District to provide moneys for public infrastructure purposes consistent with The General Plan of Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the "General Plan") and (2) by Section 48-709(F), Arizona Revised Statutes, to repay all or part of fees and charges collected from landowners for public infrastructure purposes, the advance of moneys by landowners for public infrastructure purposes or the granting of real property by landowners for public infrastructure purposes from the proceeds of such bonds pursuant to agreements entered into with landowners and the Town of Florence, Arizona (hereinafter called the "Municipality"), pursuant to Section 48-709(A)(10), Arizona Revised Statutes.

b. Such bonds may not be issued unless approved at an election ordered and called to submit to the qualified electors of the District or to those persons who will be qualified to vote pursuant to Section 48-707(G), Arizona Revised Statutes [being, if no person has registered to vote within the area to be included within the boundaries of the District within fifty (50) days immediately preceding any scheduled election date, the owners of land within the District who will be qualified electors of the State of Arizona and other landowners according to Section 48-3043, Arizona Revised Statutes (hereinafter referred to as the "qualified electors"),] the question of authorizing the district board of the District (hereinafter called the "District Board") to issue such bonds (hereinafter referred to as the "Bonds").

c. The District Board deemed it necessary and advisable to order and call such an election and to establish the

procedures whereby such election should be held and did so pursuant to Resolution No. MRCFD2 101-05 adopted on November 21, 2005 (hereinafter referred to as the "Organizational Resolution"), which provided that a special election be held on January 24, 2006 (hereinafter referred to as the "Election"), at which time there was submitted to the qualified electors of the District the questions set forth in the official ballot described in the Organizational Resolution.

d. The election board for the Election filed with the District Board its returns of election and the ballots cast at the polling place, and the District Board canvassed the returns of the Election and determined (1) that a total of one (1) ballot(s) had been cast in response to the questions submitted, that in answer to the questions submitted, such ballot was marked "Bonds, Yes" and no ballots were marked "Bonds, No" with respect to the issuance of the Bonds; (2) that the Election had been conducted and the returns thereof made as required by law and (3) that only qualified electors were permitted to vote at the Election.

e. Pursuant to Resolution No. MRCFD2 201-06 adopted by the District Board on February 6, 2006, the District Board found and determined that a majority of the votes cast by the qualified electors voting at the Election voted "Bonds, Yes" and that the Bonds in up to and including \$100,000,000 aggregate principal amount are therefore authorized to be sold and issued.

f. Pursuant to Section 48-719, Arizona Revised Statutes, and Resolution MRCFD2 204-06 adopted by the District Board on August 7, 2006, the District Board authorized, and there have been

sold and issued, the first series of the Bonds, dated October 26, 2006, in the aggregate principal amount of \$251,000, all of which have been paid. Also, pursuant to Section 48-719, Arizona Revised Statutes and Resolution MRCFD2 206-10 adopted by the District Board on September 7, 2010, the District Board authorized, and there have been sold and issued, the second series of the Bonds, dated November 30, 2010 (hereinafter referred to as the "Second Series of the Bonds"), in the aggregate principal amount of \$3,560,000. Further, pursuant to Section 48-719, Arizona Revised Statutes and Resolution MRCFD2 220-12 adopted by the District Board on September 17, 2012, the District Board authorized, and there have been sold and issued, the third series of the Bonds, dated October 3, 2012, in the aggregate principal amount of \$500,000, all of which have been paid. Also, further, pursuant to Section 48-719, Arizona Revised Statutes and Resolution No. MRCFD2 225-13 adopted by the District Board on October 21, 2013, the District Board authorized, and there have been sold and issued, the fourth series of the Bonds, dated December 19, 2013 (hereinafter referred to as the "Fourth Series of the Bonds"), in the aggregate principal amount of \$1,850,000. Also, further, pursuant to Section 48-719, Arizona Revised Statutes and Resolution No. MRCFD2 230-17 adopted by the District Board on March 29, 2016, the District Board authorized, and there have been sold and issued, the fifth series of the Bonds, dated June 22, 2016 (hereinafter referred to as the "Fifth Series of the Bonds"), in the aggregate principal amount of \$2,000,000.

g. Pursuant to Section 48-715, Arizona Revised Statutes, and the Organizational Resolution, the District Board has caused a report of the feasibility and benefits of certain projects relating to public infrastructure provided for in the General Plan and to be financed with proceeds of the sale of the sixth series of the Bonds (hereinafter referred to as the "Sixth Series of the Bonds") to be prepared, such report having included a description of certain public infrastructure to be acquired and all other information useful to understand the projects to be acquired with the proceeds of the sale of the Sixth Series of the Bonds, a map showing, in general, the location of such projects, an estimate of the cost to construct, acquire, operate and maintain such projects, an estimated schedule for completion of such projects, a map or description of the area to be benefitted by such projects and a plan for financing such projects (hereinafter referred to as the "Report"). A public hearing on the Report was held immediately preceding the adoption of this Resolution (hereinafter referred to as the "Report Hearing"), after provision for publication of notice thereof as provided by law.

h. It has been requested that the District Board cause the District to acquire certain of the public infrastructure described in the General Plan which was the subject of the Report (hereinafter referred to as the "Projects"), and the District Board hereby determines that the District should acquire the Projects.

i. Pursuant to Section 48-719, Arizona Revised Statutes, the District Board (1) hereby determines to authorize the sale and issuance of the Sixth Series of the Bonds to provide funds to

acquire the Projects, and (2) shall enter in its minutes a record of the Sixth Series of the Bonds sold and their numbers and dates and levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient to pay debt service with respect to the Sixth Series of the Bonds when due.

j. In order to provide for authentication and delivery of the Sixth Series of the Bonds and subsequent matters with respect thereto, the District Board hereby determines to authorize the execution and delivery of a Series 2017 Bond Registrar and Paying Agent Agreement, to be dated as of the first day of the month of the dated date of the Sixth Series of the Bonds (hereinafter referred to as the "Agency Agreement"), by and between the District and a bank determined as provided herein, as bond registrar and paying agent (hereinafter called the "Bond Registrar and Paying Agent").

k. The District Board hereby also determines to enter into a Series 2017 Continuing Disclosure Undertaking, to be dated even date with the delivery of the Sixth Series of the Bonds (hereinafter referred to as the "Undertaking") to provide for certain securities laws related, on-going, secondary market disclosure matters related to the Sixth Series of the Bonds.

l. There have been placed on file with the District Clerk of the District and presented to the District Board in connection with the purposes described in paragraphs 1.i. through k. (1) the proposed form of the Agency Agreement, (2) the proposed form of the Purchase Contract relating to the Bonds, to be dated even date with

their sale (hereinafter referred to as the "Purchase Contract"), by and between the District and Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), (3) the proposed form of the Undertaking and (4) the proposed form of the Preliminary Official Statement relating to the Bonds, to be dated the date of the mailing thereof (hereinafter referred to as the "Preliminary Official Statement"). (The documents described in Clauses (1) through (3), both inclusive, are hereinafter referred to, collectively, as the "Bond Documents.")

m. The District Board hereby further determines that (1) the proposed amount of indebtedness evidenced by the Sixth Series of the Bonds will not exceed the estimated cost of the public infrastructure improvements to be financed with the proceeds of the sale thereof plus all costs connected with the public infrastructure purposes related thereto and sale and issuance of the Sixth Series of the Bonds and (2) the total aggregate outstanding amount of the Second Series of the Bonds, the Fourth Series of the Bonds, the Fifth Series of the Bonds and the Sixth Series of the Bonds will not exceed sixty percent (60%) of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure to be acquired by the District with proceeds of the Sixth Series of the Bonds (based upon information received from the Assessor of Pinal County, Arizona, hereby found and determined to be not less than \$14,000,000) all as provided in Section 48-708, Arizona Revised Statutes.

2. a. Authorization and Ratification of Notice of Hearing on Report. Notice of the public hearing on the Report provided by the District Manager and attached as the Exhibit "A" (hereinafter referred to as the "Notice") is hereby authorized and ratified in all respects as well as the mailing of the Report and the Notice to the governing body of the Municipality. The providing of the Notice as provided by law and as caused by the District Manager is hereby authorized and ratified.

b. Preparation of Report. The preparation of the Report is hereby ratified and confirmed. (Upon completion of a draft of the Report, the Report, marked in a conspicuous fashion "DRAFT," was submitted to the District Board for their review and comment.)

c. Approval of Report and Resolution of Intent. After review of the Report and based on the Report Hearing and the mailing of the Report to the governing body of the Municipality, the Report is hereby approved in the form submitted to the District Board, and the District Board hereby declares its intent as required by Section 48-715, Arizona Revised Statutes, and, subject to the provisions set forth in the Report, to take such reasonable actions as may be necessary to cause the results contemplated by and set forth in the Report, including particularly the acquisition of the Projects for the benefit of the areas described in the Report and the consummation of the expected method of financing, and an appropriate system of providing revenues or other means to maintain, the Projects, all as provided in the Report. The Projects will result in a beneficial use to land within the geographical limits of the District. Such use is

principally to such land and, in any case, at a minimum, is proportional. (Based on review of the Report and the Report Hearing, the District hereby conclusively establishes that the Projects will result in such use.)

3. a. Approval of Sale and Issuance of Sixth Series of the Bonds. The Sixth Series of the Bonds are hereby authorized to be issued as a series of general obligation bonds of the District to be designated "General Obligation Bonds, Series 2017." The District Manager is hereby authorized and directed to determine on behalf of the District: (1) the dated date (but not later than December 1, 2017) and aggregate principal amount (but not to exceed \$2,225,000) of the Sixth Series of the Bonds; (2) the final principal and maturity schedule of the Sixth Series of the Bonds (but none of the Sixth Series of the Bonds to mature more than twenty-five (25) years from their date of issuance); (3) the interest rate on each maturity of the Sixth Series of the Bonds and the dates for payment of such interest (hereinafter referred to as "interest payment dates"); (4) the provisions for redemption in advance of maturity of the Sixth Series of the Bonds; (5) the sales date, sales price and other terms of sale of the Sixth Series of the Bonds, (6) the identity of the Bond Registrar and Paying Agent and (7) the provisions for credit enhancement, if any, for the Sixth Series of the Bonds upon the advice of the representative of the Underwriter; provided, however, that the foregoing determinations must result in a yield with respect to the Sixth Series of the Bonds, calculated for federal income tax purposes, of not to exceed five and seventy-five one hundredths percent (5.75%).

The Sixth Series of the Bonds shall be sold to the Underwriter in accordance with the terms of the Purchase Contract and at a price specified therein with original issue discount and underwriter's compensation in an amount, in each case, as determined by the District Manager who is hereby authorized and directed to so determine such matters.

b. Forms, Terms and Provisions, and Execution and Delivery, of Sixth Series of the Bonds.

1. The Sixth Series of the Bonds shall be issued in denominations of \$5,000 of principal amount and integral multiples thereof and only in fully registered form and shall bear interest from their date to the maturity or prior redemption of each bond of the Sixth Series of the Bonds, payable on the interest payment dates.

2. The principal of, and premium, if any, and interest on, the Sixth Series of the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on the Sixth Series of the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent, and interest on the Sixth Series of the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the first (1st) day of the month next preceding that interest payment date (hereinafter referred to as the

"regular record date"). Any such interest on a bond of the Sixth Series of the Bonds which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Sixth Series of the Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Sixth Series of the Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Sixth Series of the Bonds not less than ten (10) days prior thereto.

3. (A) Notice of redemption of any bond of the Sixth Series of the Bonds shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owners of the Sixth Series of the Bonds being redeemed at the address shown on the registration books for the Sixth Series of the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any bond of the Sixth Series of the Bonds for which notice was properly given.

(B) On the date designated for redemption by notice given as herein provided, the Sixth Series of the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Sixth Series of the Bonds or such portions thereof on such date, and, if moneys for payment of the

redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Sixth Series of the Bonds or such portions thereof shall cease to accrue, such Sixth Series of the Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Sixth Series of the Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Sixth Series of the Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(C) The District may redeem by random method any amount which is included in a bond of the Sixth Series of the Bonds in the denomination in excess of, but divisible by, \$5,000. In that event, the registered owner shall submit such bond for partial redemption, the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

(D) Any bond of the Sixth Series of the Bonds or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an

accountant, to pay the principal of and interest and any premium on such bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the District has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such bonds.

4. (A) The bonds of the Sixth Series of the Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in Exhibit "B" attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract and are approved by those officers executing the bonds of the Sixth Series of the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(B) The bonds of the Sixth Series of the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each bond of the Sixth Series of

the Bonds shall show both the date of the issue and the date of authentication and registration of each Bond.

(C) The bonds of the Sixth Series of the Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the District Board and approval of an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District (hereinafter called "Bond Counsel").

(D) The bonds of the Sixth Series of the Bonds shall be executed for and on behalf of the District by the Chairperson or Vice Chairperson of the District Board and attested by the District Clerk. Such signature may be by mechanical reproduction; however, such officer shall manually sign a certificate adopting as and for such signature on the bonds of the Sixth Series of the Bonds the respective mechanically reproduced signature affixed to such bonds.

(E) If an officer whose signature is on a bond of the Sixth Series of the Bonds no longer holds that office at the time such bond is authenticated and registered, such bond shall nevertheless be valid and binding so long as such bond would otherwise be valid and binding.

(F) A bond of the Sixth Series of the Bonds shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the

Bond Registrar and Paying Agent shall be conclusive evidence that such bond has been authenticated and issued pursuant to this Resolution.

5. In case any bond of the Sixth Series of the Bonds becomes mutilated or destroyed or lost, the District shall cause to be executed and delivered a new bond, of like type, date, maturity and tenor in exchange and substitution for and upon the cancellation of such mutilated bond or in lieu of and in substitution for such bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the District in connection therewith and, in the case of a bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

6. (A) A bond of the Sixth Series of the Bonds may be transferred on the registration books for the Sixth Series of the Bonds upon delivery and surrender of the bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of such bond, to be transferred or the attorney-in-fact or legal representative of such owner, containing written instructions as to the details of the transfer of such bond. No transfer of any bond of the Sixth Series of the Bonds shall be effective until entered on the registration books for the Sixth Series of the Bonds.

(B) In the event of the transfer of a bond of the Sixth Series of the Bonds, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books for the Sixth Series of the Bonds and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of the same maturity and of authorized denominations (except that no bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

(C) All costs and expenses of initial registration and payment of the Sixth Series of the Bonds shall be borne by the District, but the District and the Bond Registrar and Paying Agent shall charge the registered owner of such bond for every subsequent transfer of a bond, an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such transfer fee, tax or other charge be paid before any such bond shall be delivered.

(D) The District and the Bond Registrar and Paying Agent shall not be required to issue or transfer any bond of the Sixth Series of the Bonds during a period beginning with the opening of business on any regular record date described in the form of such Bond and ending with the close of business on the corresponding interest payment date.

(E) The bonds of the Sixth Series of the Bonds shall be subject to a Book-Entry System (as that term is hereinafter defined) of ownership and transfer, except as provided in Subsection (III) of this Subsection. The general provisions for effecting the Book-Entry System are as follows:

(I) The District hereby designates The Depository Trust Company, as the initial Depository (as that term is hereinafter defined) hereunder.

(II) Notwithstanding the provisions of this Subsection or of the bonds of the Sixth Series of the Bonds to the contrary and so long as the bonds of the Sixth Series of the Bonds are subject to a Book-Entry System, such bonds shall initially be evidenced by one typewritten certificate for each maturity, in an amount equal to the aggregate principal amount thereof. The bonds of the Sixth Series of the Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The bonds of the Sixth Series of the Bonds may not thereafter be transferred or exchanged on the registration books for the Sixth Series of the Bonds maintained by the Bond Registrar and Paying Agent except:

- to any successor Depository designated pursuant to Subsection (III) of this subsection;
- to any successor nominee designated by a Depository or if the District shall elect to discontinue the Book-Entry System pursuant to Subsection (III) of this Subsection, the District shall cause the Bond Regis-

trar and Paying Agent to authenticate and deliver replacement bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as such term is hereinafter defined) or their nominees, as certified by the Depository, at the expense of the District; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the bonds of the Sixth Series of the Bonds shall apply.

(III) The Bond Registrar and Paying Agent, pursuant to a request from the District for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the District. The Depository may determine not to continue to act as Depository for the bonds of the Sixth Series of the Bonds upon thirty (30) days written notice to the District and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the District and the Bond Registrar and Paying Agent shall permit withdrawal of the bonds of the Sixth Series of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form and in denominations authorized by this Resolution to the assignees of the Depository or its nominee.

Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement bond certificates) of the District.

(IV) So long as the Book-Entry System is used for the bonds of the Sixth Series of the Bonds, the District and the Bond Registrar and Paying Agent shall give any notice of redemption or any other notices required to be given to registered owners of bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the bonds of the Sixth Series of the Bonds to be redeemed or of any other action premised on such notice. Neither the District nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any payment or give any notice to a Beneficial Owner in respect of the bonds of the Sixth Series of the Bonds or any error or delay relating thereto.

(V) Notwithstanding any other provision of this Resolution or of the bonds of the Sixth Series of the Bonds to the contrary, so long as the bonds of the Sixth Series of the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books for the Sixth Series of the Bonds kept by the Bond Registrar and Paying Agent and the Depository for

such purpose, and the bonds of the Sixth Series of the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(VI) For purposes of this subsection, "Beneficial Owners" shall mean actual purchasers of bonds of the Sixth Series of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository; "Book-Entry System" shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of bonds of the Sixth Series of the Bonds by Beneficial Owners and transfers of ownership interests in bonds of the Sixth Series of the Bonds and "Depository" shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

c. Forms, Terms and Provisions, and Execution and Delivery, of Bond Documents. The forms, terms and provisions of the Bond Documents in substantially the forms of such documents (including the exhibits thereto) presented at the meeting at which this Resolution is adopted, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Manager and the District Clerk or any of

such officers are hereby authorized to execute and attest and deliver, respectively, the Bond Documents.

d. Authorization to Execute and Deliver. The District Manager is hereby authorized to execute and deliver to the Bond Registrar and Paying Agent the written order of the District for the authentication and delivery of the Sixth Series of the Bonds by the Bond Registrar and Paying Agent.

e. Other Actions Necessary. The District Manager, the District Clerk and the other officers of the District shall retain consultants and counsel necessary to carry out the purposes of this Resolution and shall take all other actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Bond Documents, including without limitation, the closing and other documents required to be delivered in connection with the sale and delivery of the Sixth Series of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Sixth Series of the Bonds.)

f. Distribution of Disclosure Documents.

1. The distribution by the Underwriter of the Preliminary Official Statement is hereby authorized and directed, and the District Manager is hereby authorized and directed to prepare, or cause the preparation of, and to execute a "Final Official Statement" for the Sixth Series of the Bonds in substantially the form of the Preliminary Official Statement and reflecting the results of the sale of the Sixth Series of the Bonds, to be dated even date with their

sale, and the distribution of such Final Official Statement by the Underwriter is hereby approved.

2. The District Manager is hereby authorized to deem the Preliminary Official Statement "final" as of its date for purposes of the Rule. In that respect, the District Manager is further authorized to modify, or authorize the modification of, the Preliminary Official Statement.

g. Tax Levy.

1. For each year while any bond of the Sixth Series of the Bonds is outstanding, the District Board shall annually levy and cause to be collected an *ad valorem* tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, to pay debt service with respect to the Sixth Series of the Bonds when due.

2. Moneys derived from the levy of the tax provided for in this Section with respect to the Sixth Series of the Bonds when collected constitute funds to pay debt service with respect to the Sixth Series of the Bonds and shall be kept separately from other funds of the District.

3. The District Board shall make annual statements and estimates of the amount to be raised to pay debt service with respect to the Sixth Series of the Bonds. The District Board shall file the annual statements and estimates with the Clerk of the Municipality and shall publish a notice of the filing of the estimate. The District Board, on or before the date set by law for certifying the annual budget of the Municipality, shall fix, levy and assess the

amounts to be raised by *ad valorem* taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Pinal County, Arizona, and to the Department of Revenue of the State. All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

4. Any other general obligation bonds of the District hereafter issued will be secured on a parity basis as to the collection and application of property tax revenues of the District with the bonds of the Sixth Series of the Bonds, and such property taxes will be allocated to each such series of general obligation bonds in accordance with any debt service then due, taking into account other funds held by the District for such payment. Property tax revenues allocated for any such series of bonds shall be set aside separately for such series.

h. No Obligation of Municipality. Neither the full faith and credit nor the general taxing power of the Municipality is pledged to the payment of the Bonds. Nothing contained in this Resolution, the Bond Documents or any other instrument related to the Bonds shall be construed as obligating the Municipality or as incurring a charge upon the general credit or any other credit or revenues of the Municipality nor shall the breach of any agreement contained in this Resolution, the Bond Documents or any other instrument or documents executed in connection therewith impose any charge upon the general credit or any other credit or revenues of the Municipality.

i. Appointment of Bond Registrar and Paying Agent.

Wells Fargo Bank, N.A., Phoenix, Arizona, is hereby confirmed as Bond Registrar and Paying Agent for the purposes of the Agency Agreement.

j. Use of Proceeds.

The proceeds from the sale of the Sixth Series of the Bonds shall be set aside and deposited by the District Treasurer in a separate fund. The proceeds of the sale of the Sixth Series of the Bonds shall be expended only for the purposes set forth in the ballot used at the Election and in the Report and as provided in the District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005, to which the District is a party.

k. Federal Tax Law Covenants.

1. As provided more specifically in the Certificate as to Federal Income Tax Matters relating to the Sixth Series of the Bonds to be delivered by the District in connection with the original issuance and delivery of the Sixth Series of the Bonds, there shall not be any investment or other use of the proceeds of the Sixth Series of the Bonds which would cause such bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of Internal Revenue Code of 1986, as amended (the "Code") or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the requirements of such sections of the Code and the Regulations shall be complied with throughout the term of the Sixth Series of the Bonds. In consideration of the purchase and acceptance of the Sixth Series of

the Bonds by the owners thereof from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the appropriate officials of the District are hereby directed to take all action required to retain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

2. The District shall be the owner of the facilities financed with the proceeds of the sale of the Sixth Series of the Bonds (the "Facilities") for federal income tax purposes. Except as otherwise advised in an opinion signed by nationally recognized counsel in the field of opining as to the issuance of debt by political subdivisions, the District shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of such authority as may control at the time or (ii) any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities.) Also, the payment of principal and interest with respect to the Sixth Series of the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Sixth Series of the Bonds, or amounts treated as proceeds of the Sixth Series of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until

needed for the purpose for which the Sixth Series of the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

3. The procedures required by any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Sixth Series of the Bonds shall be complied with for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Sixth Series of the Bonds. However, as the District Board hereby represents and warrants that (A) the District has general taxing powers, (B) the Sixth Series of the Bonds are not "private activity bonds" within the meaning of the Code, (C) 95 percent or more of the "net proceeds" of the Sixth Series of the Bonds shall be used for local governmental activities of the District and (D) the aggregate face amount of all tax-exempt bonds or obligations (other than private activity bonds within the meaning of the Code) issued by the District during the 2017 calendar year is not reasonably expected to exceed \$5,000,000, there is presently an exception to the need for any such procedures.

4. The Sixth Series of the Bonds are designated as "qualified tax-exempt obligations" within the meaning of and pursuant to the provisions of Section 265(b) of the Code as the District Board hereby represents and warrants that the reasonably anticipated amount of "qualified tax-exempt obligations" (other than private activity bonds within the meaning of the Code) which will be

issued by the District during the 2017 calendar year will not exceed \$10,000,000.

5. (i) All necessary and desirable steps to comply with the requirements hereunder in order to ensure that interest on the Sixth Series of the Bonds is excluded from gross income for federal income tax purposes under the Code shall be taken; provided, however, that compliance with any such requirement shall not be required in the event the District receives an opinion signed by Bond Counsel that either compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Sixth Series of the Bonds or compliance with some other requirement will meet the requirements of the Code. In the event the District receives such an opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

(ii) If for any reason any requirement hereunder is not complied with, all necessary and desirable steps shall be taken to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence, and the District shall pay any required interest or penalty under applicable Treasury Regulations.

6. The written procedures of the District to ensure that all nonqualified obligations are remediated according to the requirements under the Code and related Treasury Regulations and to monitor the requirements of section 148 of the Code relating to

arbitrage approved by Resolution No. 230-17, adopted by the District Board on March 29, 2016 are ratified and confirmed.

1. Matters Relating to Undertaking. Subject to annual appropriation to cover the costs of preparing and mailing as necessary therefor, the District shall comply with and carry out all the provisions of the Undertaking. Notwithstanding any other provision of this Resolution, failure of the District (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any Benefitted Owner (as such term is hereinafter defined) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Subsection. For purposes of this Subsection, "Benefitted Owner" means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any bonds of the Sixth Series of the Bonds (including persons holding such bonds through nominees, depositories or other intermediaries), or is treated as the owner of any bonds of the Sixth Series of the Bonds for federal income tax purposes.

4. Repeal of this Resolution; Severability; Effect; Inconsistencies; Effective Date; Ratification.

a. After any of the bonds of the Sixth Series of the Bonds are delivered upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the bonds of the Sixth Series of the Bonds and the interest thereon shall have been fully paid, canceled and discharged.

b. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

c. This Resolution shall constitute a contract between the District and the registered owners of the Sixth Series of the Bonds and shall not be amended in any manner which would impair, impede or lessen the rights of the registered owners of the Sixth Series of the Bonds then outstanding.

d. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

e. This Resolution shall be effective immediately.

f. All actions of the officers and agents of the District including the District Board which conform to the purposes and intent of this Resolution and which further the issuance and sale of the Sixth Series of the Bonds as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this Resolution.

PASSED by the District Board of Merrill Ranch Community
Facilities District No. 2 this 21st day of August, 2017.

.....
Chairperson, District Board, Merrill
Ranch Community Facilities District
No. 2

ATTEST:

.....
District Clerk, Merrill Ranch
Community Facilities District
No. 2

APPROVED AS TO FORM:

.....
District Counsel, Merrill Ranch
Community Facilities District
No. 2

* * *

ATTACHMENT:

EXHIBIT "A" -- Form of Notice of Hearing and Report
EXHIBIT "B" -- Form of Sixth Series Bond

EXHIBIT "A"

FORM OF NOTICE OF HEARING ON REPORT

NOTICE FOR HEARING REQUIRED BY A.R.S. § 48-715 ON
REPORT OF THE FEASIBILITY AND BENEFITS OF CERTAIN
PROJECTS TO BE FINANCED WITH THE PROCEEDS OF THE
SALE OF GENERAL OBLIGATION BONDS OF MERRILL RANCH
COMMUNITY FACILITIES DISTRICT NO. 2

Pursuant to Section 48-715, Arizona Revised Statutes,
notice is hereby given that a public hearing on the report of the
feasibility and benefits of projects to be financed with the proceeds
of the sale of general obligation bonds of Merrill Ranch Community
Facilities District No. 2 shall be held by the District Board on
_____, 2017, at approximately 6:00 p.m. (Arizona time), or
immediately preceding the meeting of the Mayor and Common Council of
the Town of Florence, Arizona, on the same date in the Union Center at
Sun City Anthem at Merrill Ranch, located at 3925 North Sun City
Boulevard[??], Florence, Arizona. Such feasibility report and
further information relating thereto are on file with the Town Clerk
of the Town of Florence, Arizona/District Clerk of Merrill Ranch
Community Facilities District No. 2, 775 North Main Street, Florence,
Arizona 85132, telephone number: (520) 868-7552.

Dated this day of, 2017.

/s/ Brent Billingsly.....
District Manager, Merrill Ranch
Community Facilities District No. 2

EXHIBIT "B"

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE DISTRICT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED
NO.

REGISTERED
\$.....

UNITED STATES OF AMERICA

STATE OF ARIZONA

COUNTY OF PINAL

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BOND,
SERIES 2017

Interest Rate: Maturity Date: Dated: CUSIP:
.....% July 15, , 2017

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: DOLLARS

Merrill Ranch Community Facilities District No. 2, a community facilities district duly formed pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "District"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed, and to pay interest on the principal amount from the date as of which this Bond is dated as indicated hereinabove at the aforesaid interest rate on 15,, and on each 15 and 15 thereafter (each an "interest payment date") to the maturity or redemption prior to maturity of this Bond. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of, as the initial "Bond Registrar

*Insert so long as The Depository Trust Company is the Depository.

and Paying Agent." Interest on the bonds of the issue of which this Bond is one, evidenced by this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof, as shown on the registration books maintained by the Bond Registrar and Paying Agent at the address appearing therein at the close of business on the 1st day of the calendar month next preceding that interest payment date (the "regular record date"). Any such interest on this Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of that overdue interest, and notice of the special record date shall be given to registered owner of this Bond not less than 10 days prior thereto.

The principal of, and interest and premium, if any, on, this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds indicated above (the "Bonds") in the aggregate principal amount of \$.....,000 of like tenor except as to amount, maturity date, redemption feature, rate of interest and number, issued by the District pursuant to a resolution of the Board of the District, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of community facilities districts, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

The Bonds are issuable as fully registered bonds initially only in denominations of \$5,000 or principal amount and any integral multiple thereof.

The Bonds are payable, equally and ratably with such other general obligation bonds of the District from the proceeds of an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property within the boundaries of the District, sufficient to pay debt service on the Bonds when due.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN OF FLORENCE, ARIZONA, OR THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE ISSUER) IS PLEDGED TO THE PAYMENT OF THE BONDS.

The Bonds maturing before and on July 15,, are not subject to redemption prior to maturity. The Bonds maturing on and after July 15,, are subject to redemption prior to maturity, in whole or in part, on July 15,, or any date thereafter, by the

payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

<u>Redemption Dates</u>	<u>Premium</u>
July 15, , and January 15, %
July 15, , and January 15,
July 15, , and thereafter	0.0

The Bonds maturing on July 15, , shall be redeemed prior to maturity on July 15, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

<u>Year</u>	<u>Amount</u>
	\$

A remaining principal amount of \$.....,000 of Bonds maturing on July 15, , shall mature on July 15,

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 15, , the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 15, , outstanding a principal amount of the Bonds maturing on July 15, , equal to the aggregate principal amount of the Bonds maturing on July 15, , to be redeemed and shall redeem such Bonds maturing on July 15, , on the next July 15 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed by first class mail, postage prepaid, not more than 60 nor less than 30 days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to give properly such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the District for the registration of ownership of each Bond as provided in the Resolution. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The District and the Bond Registrar and Paying Agent shall charge the owner of such Bond, for every transfer of a Bond, an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer, and may require that such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The District and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on a regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law; (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the District, does not exceed any applicable constitutional or statutory limitation and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the District, over and above all other taxes authorized or

limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, has caused this Bond to be executed in the name of the District by the facsimile signature of the of the District Board of the District.

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2

By.....
.....

ATTEST:

.....
.....

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General Obligation Bonds, Series 2017 described in the within mentioned Resolution.

Date of Authentication:

.....,
as Bond Registrar and Paying Agent

By.....
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
(Name and Address of Transferee)
the within Bond and irrevocably constitutes and appoints
..... attorney to transfer
the within Bond on the books kept for registration thereof, with full
power of substitution in the premises.

Dated:
Signature

Signature Guaranteed:

.....
Signature

[Insert proper legend]

Note: The signature(s) on this assignment must correspond with the name(s) as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - Custodian
(Cust) (Minor)

under Uniform Gifts to Minors Act
(State)

Additional abbreviations may also be used though not included in the above list.

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

FEASIBILITY REPORT

For The Issuance of

**Not To Exceed
\$1,975,000 Principal Amount
of
MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2**

(FLORENCE, ARIZONA)

**GENERAL OBLIGATION BONDS,
SERIES 2017**

August 21, 2017

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SECTION ONE

**INTRODUCTION; PURPOSE OF FEASIBILITY
REPORT AND GENERAL DESCRIPTION
OF DISTRICT NO. 2**

INTRODUCTION

This Feasibility Report (this "Report") has been prepared by engineers and other qualified persons including Pulte Home Corporation (the "Landowner") for presentation to the District Board of the Merrill Ranch Community Facilities District No. 2 (the "District") in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2017 (the "Bonds") in an aggregate principal amount not to exceed \$1,975,000 and the feasibility and benefits of certain "public infrastructure" as such term is defined in the hereafter described Act (the "Public Infrastructure") and of the plan for financing the Public Infrastructure pursuant to the Community Facilities District Act of 1988, Title 48, Chapter 4, Article 6 of Arizona Revised Statutes (the "Act"). The District is authorized to issue up to \$100,000,000 in principal amount of general obligation bonds. To date, the District has issued \$2,000,000 of General Obligation Bonds, Series 2016, \$1,850,000 of General Obligation Bonds, Series 2013, \$500,000 aggregate principal amount of General Obligation Bonds, Series 2012, \$3,560,000 aggregate principal amount of General Obligation Bonds, Series 2010 (the "Series 2010 Bonds") and \$251,000 in aggregate principal amount of General Obligation Bonds in 2006, of which \$6,210,000 remain outstanding, not including the Series 2017 Bonds.

PURPOSE OF FEASIBILITY REPORT

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

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

GENERAL DESCRIPTION OF DISTRICT

Formation of the District was approved by the Mayor and Common Council of the Town of Florence, Arizona (the "Town"), on November 21, 2005 upon the request of the Landowner. The District is located within the Town boundaries and was created to finance the acquisition of certain public infrastructure, including the Public Infrastructure which relates to the development of portions of Anthem at Merrill Ranch, a master-planned residential development (the "Project"), owned and being developed by the Landowner.

The portion of the Project in the District will consist of 2,962 low density residential units comprising both a traditional single family community called Anthem Parkside and an active adult community called Sun City Anthem. The number of acres and units devoted to each particular type of land use may ultimately vary from those presented; the build-out of the portion of the Project in the District is currently expected to include the following:

**Merrill Ranch Community Facilities District No. 2
Anticipated Land Use Plan**

Description	District Acres	Number of Units
Residential – 40’ – 46’ x 115’	311	1,610
Residential – 55’ – 60’ x 115’	215	977
Residential – 70’ – 80’ x 115’	119	371
Residential – 65’ x 120’	1	4
Golf Courses	43	-
Police/Fire	15	-
Roadways/ROW	67	-
Schools	14	-
Open Space/ Parks	203	-
Commercial	20	-
Worship Sites	12	-
Hospital	40	-
Total:	1,060	2,962

The single-family residences to be constructed by Pulte within Anthem currently range in size from 1,000 to 4,100 square feet and are currently base priced from \$139,000 to \$351,000.

The 1,060 acres of the Project, which includes residential units, a recreation center and open space as described above, is all of the property in the District. A legal description of the District is included in Appendix A and a map of the district included in Section Three of this Report.

The following table represents the single family residential closings from January 1, 2006 through June 30, 2017:

	CFD 1	CFD 2	CFD 1	CFD 2	
	Sun City (Active Adult)		Parkside		TOTAL
2006	92	30	25	41	188
2007	91	43	98	237	469
2008	176	38	68	171	453
2009	136	2	34	98	270
2010	38	59	22	68	187
2011	2	68	17	45	132
2012	16	48	51	14	129
2013	78	32	59	13	182
2014	17	15	13	1	46
2015	37	65	57	0	159
2016	47	38	78	0	163
2017	32	19	37	0	88
	762	457	559	688	2,466

Source: Pulte

The Landowner is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”). Such reports, proxy statements and other information (collectively, the “Filings”) may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 and Northwestern Atrium Center, 400 W. Madison Street, Suite 1400, Chicago,

Illinois. Copies of the Filings can be obtained from the public reference section of the SEC at prescribed rates. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the SEC's EDGAR database at <http://www.sec.gov>.

SECTION TWO

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

DESCRIPTION AND ESTIMATE OF COST OF PUBLIC INFRASTRUCTURE

Type of Regional Public Infrastructure (b)	Estimated Costs	Estimated Reimbursement (a)					Total	To be Paid by Future Bonds
		2006 Bonds	2010 Bonds	2013 Bonds	2016 Bonds	2017 Bonds		
1. Street Improvements:	\$299,931	\$226,500	\$73,431				\$299,931	\$0
2. Storm Drain:	200,069		200,069				200,069	0
3. Merrill Ranch Parkway 1:	2,622,486		1,957,573	\$560,767			2,518,340	104,146
4. Hunt Highway Phase 1:	3,172,172		860,077	1,214,233	\$921,734		2,996,044	176,128
5. American Way:	2,422,041				913,266		913,266	1,508,775
6. Anthem Way:	626,628						0	626,628
7. Spirt Way Phase 1:	756,121						0	756,121
8. Spirit Way Phase III:	2,451,911						0	2,451,911
9. Spirt Way Phase IV:	2,886,170					\$1,830,000(a)	1,830,000	1,056,170
10. MR Parkway Phase III:	1,012,493						0	1,012,493
11. Hunt Highway Phase III:	3,262,671						0	3,262,671
Total	\$19,712,693	\$226,500	\$3,091,150	\$1,775,000	\$1,835,000	\$1,830,000	\$8,757,650	\$10,995,043

(a) Net of estimated costs of issuance and underwriting fees in connection with the sale of the Bonds.

DESCRIPTION OF PUBLIC INFRASTRUCTURE

1. Street Improvements

Consists of the installation of asphalt paving and 4 inch roll and vertical curb, 6 inch valley gutter, and 4 foot wide sidewalks within the public roadways. The pavement section will be 2 inches of asphalt on 7 inches of asphalt, brick and concrete rubble ("ABC"). The curb and gutter will comply with the Maricopa Association of Government (MAG) standard of details and sidewalks within the public roadways of the area of benefit. The total road improvement is 13,243 square yards.

2. Storm Drain

Consists of the construction of storm drains within the public roadways. The storm drains will intercept runoff from the public roadways by either catch basins or scuppers, conveying to retention facilities by pipe or overland flow. The catch basins and scuppers will comply with MAG standard detail. The pipe will be sized between 15 inches of concrete pipe, or approved alternate. The total length of the road is 1,642 lineal feet.

3. Merrill Ranch Parkway

Consists of the construction of the Merrill Ranch Parkway, including paving, concrete, storm drain, concrete arch structures, landscaping, landscape architecture, engineering, and soil testing.

4. Hunt Highway Phase I

Consists of the construction of Phase I of Hunt Highway, including paving, concrete, storm drain, box culvert, landscaping, landscape architecture, engineering, and soil testing.

5. American Way

Consists of the construction of American Way, including paving, concrete, storm drain, engineering, landscaping, landscape architecture, and soil testing.

6. Anthem Way

Consists of the construction of Anthem Way, including the paving, concrete, storm drain, engineering, landscaping, landscaping architecture, and soil testing.

7. Spirit Way Phase I

Consists of the construction of Phase I of Spirit Way, including paving, concrete, storm drain, engineering, landscaping, landscape architecture, and soil testing.

8. Spirit Way Phase III

Consists of the construction of Spirit Way Phase III, including the paving, concrete, storm drain, landscaping, engineering, landscape architecture and soil testing.

9. Spirit Way Phase IV

Consists of the construction of Spirit Way Phase IV, including the paving, concrete, storm drain, landscaping, engineering, landscape architecture and soil testing.

10. Merrill Ranch Parkway Phase III

Consists of the construction of Merrill Ranch Parkway Phase III, including the paving, concrete, storm drain, landscaping, engineering, landscape architecture and soil testing.

11. Hunt Highway Phase III

Consists of the construction of Hunt Highway Phase III, including the paving, concrete, storm drain, landscaping, engineering, landscape architecture and soil testing.

SECTION THREE

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

SECTION FOUR

**TIMETABLE FOR COMPLETION OF
PUBLIC INFRASTRUCTURE**

**TIMETABLE FOR
COMPLETION OF PUBLIC INFRASTRUCTURE**

The table below outlines the estimated completion dates of the Public Infrastructure.

<u>Project Description</u>	<u>Estimated Costs</u>	<u>Completion Date</u>
1. Street Improvements	\$299,931	Completed
2. Storm Drain	\$200,069	Completed
3. Merrill Ranch Parkway	\$2,622,486	Completed
4. Hunt Highway Phase I	\$3,172,172	Completed
5. American Way	\$2,422,041	Completed
6. Anthem Way	\$626,628	Completed
7. Spirit Way Phase I	\$756,101	Completed
8. Spirit Way Phase III	\$2,451,911	Completed
9. Spirit Way Phase IV	\$2,886,170	2018
10. Merrill Ranch Parkway Phase III	\$1,012,443	Future
11. Hunt Highway Phase III	<u>\$3,262,671</u>	Future
Total:	<u>\$19,712,623</u>	

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

SECTION FIVE

PLAN OF FINANCE

PLAN OF FINANCE

Proposed Bond Sale

The District will issue approximately \$1,975,000 of general obligation bonds to finance the acquisition of the Public Infrastructure. Such amount is a not-to-exceed amount and the actual amount of bonds issued may be lower. The Bonds are anticipated to be issued in September 2017. It is currently estimated that the Bonds will have a final maturity of 25 years with principal amortized such that when combined with the debt service on the prior Bonds, total debt service is approximately level. (See Table One in this section for an estimated debt service schedule).

The Bonds are expected to be rated in one of the four highest investment grade ratings by a nationally recognized bond rating agency and will be sold in a “public offering” as that term is used in A.R.S. Section 48-722.

District Tax Rate

For each year until the Bonds are paid or otherwise provided for, the District will cause to be levied a combined ad valorem tax rate for each year of at least \$3.55 per \$100 of net assessed limited property value on all taxable property within the boundaries of the District. This tax rate includes a \$3.25 tax levy for debt service and a \$0.30 tax levy for administrative, operations and maintenance expenses of the District. The District will continue to levy the \$0.30 per \$100 of net assessed limited property value for the administrative, operations and maintenance expenses of the District.

Estimated Sources and Uses of Funds

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

Sources

Par Amount of the Bonds*	\$1,975,000
Total	<u>1,975,000</u>

Uses

Costs of Issuance	\$ 106,000
Underwriter's Discount	54,500
Construction Costs (Reimbursement)	1,814,5
Total	<u>\$1,975,000</u>

* Does not include Bond Premium. Amount to be determined at the time of sale.

Disclosure of General Obligation Bond Payments

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

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

TABLE ONE
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(TOWN OF FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS OUTSTANDING AND PROJECTED BOND SALE

Estimated Debt Service Requirements and Estimated Projected Impact on the Bond

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Fiscal Year	Net Limited Assessed Valuation (a)	\$6,370,000 Outstanding General Obligation Debt Service		PLUS: \$1,975,000 New Money Series 2017 Dated: 8/10/2017		Total Debt Service	Estimated Tax Rate (b)
		Principal	Interest	Principal	Estimated Interest	(c)	
2016/17	\$16,749,376	\$160,000	\$352,769			\$512,769	3.25
2017/18	17,888,390	150,000	347,156	\$1,165,000	\$62,673	1,724,829	3.25 *
2018/19	17,888,390	155,000	341,486	0	32,400	528,886	3.11
2019/20	17,888,390	160,000	334,941	0	32,400	527,341	3.10
2020/21	17,888,390	165,000	327,916	0	32,400	525,316	3.09
2021/22	17,888,390	175,000	320,311	0	32,400	527,711	3.11
2022/23	17,888,390	185,000	312,049	0	32,400	529,449	3.12
2023/24	17,888,390	195,000	303,218	0	32,400	530,618	3.12
2024/25	17,888,390	205,000	293,480	0	32,400	530,880	3.12
2025/26	17,888,390	215,000	283,063	0	32,400	530,463	3.12
2026/27	17,888,390	225,000	270,875	0	32,400	528,275	3.11
2027/28	17,888,390	235,000	258,088	0	32,400	525,488	3.09
2028/29	17,888,390	250,000	244,738	0	32,400	527,138	3.10
2029/30	17,888,390	265,000	230,300	0	32,400	527,700	3.11
2030/31	17,888,390	280,000	215,013	0	32,400	527,413	3.10
2031/32	17,888,390	295,000	198,388	0	32,400	525,788	3.09
2032/33	17,888,390	310,000	180,725	0	32,400	523,125	3.08
2033/34	17,888,390	330,000	161,988	0	32,400	524,388	3.09
2034/35	17,888,390	350,000	142,063	0	32,400	524,463	3.09
2035/36	17,888,390	370,000	120,938	0	32,400	523,338	3.08
2036/37	17,888,390	390,000	99,188	0	32,400	521,588	3.07
2037/38	17,888,390	415,000	73,763	0	32,400	521,163	3.07
2038/39	17,888,390	435,000	46,725	10,000	32,400	524,125	3.08
2039/40	17,888,390	455,000	23,888	15,000	32,000	525,888	3.09
2040/41	17,888,390			385,000	31,400	416,400	2.45
2041/42	17,888,390			400,000	16,000	416,000	2.45
		<u>\$6,370,000</u>	<u>\$5,483,064</u>	<u>\$1,975,000</u>	<u>\$822,473</u>	<u>\$14,234,537</u>	

* Assumes \$1,175,000 available from debt service fund. Balance \$1,565,998.20 as of 5/31/17; 7/15/17 payment \$336,384.38.

(a) Fiscal year 2016/17 is actual, fiscal year 2017/18 is preliminary, provided by the Assessor of the County based on net limited property value. Subseq

(b) Assumes District levies for \$3.25. Tax rates are per \$100 of limited property value assessed. Subsequent years are estimates and include a 5.0% delinquency factor, but do not include arbitrage rebate payments or interest interest earnings (if any) and are subject to change.

(c) Debt service levy amount was \$544,355.

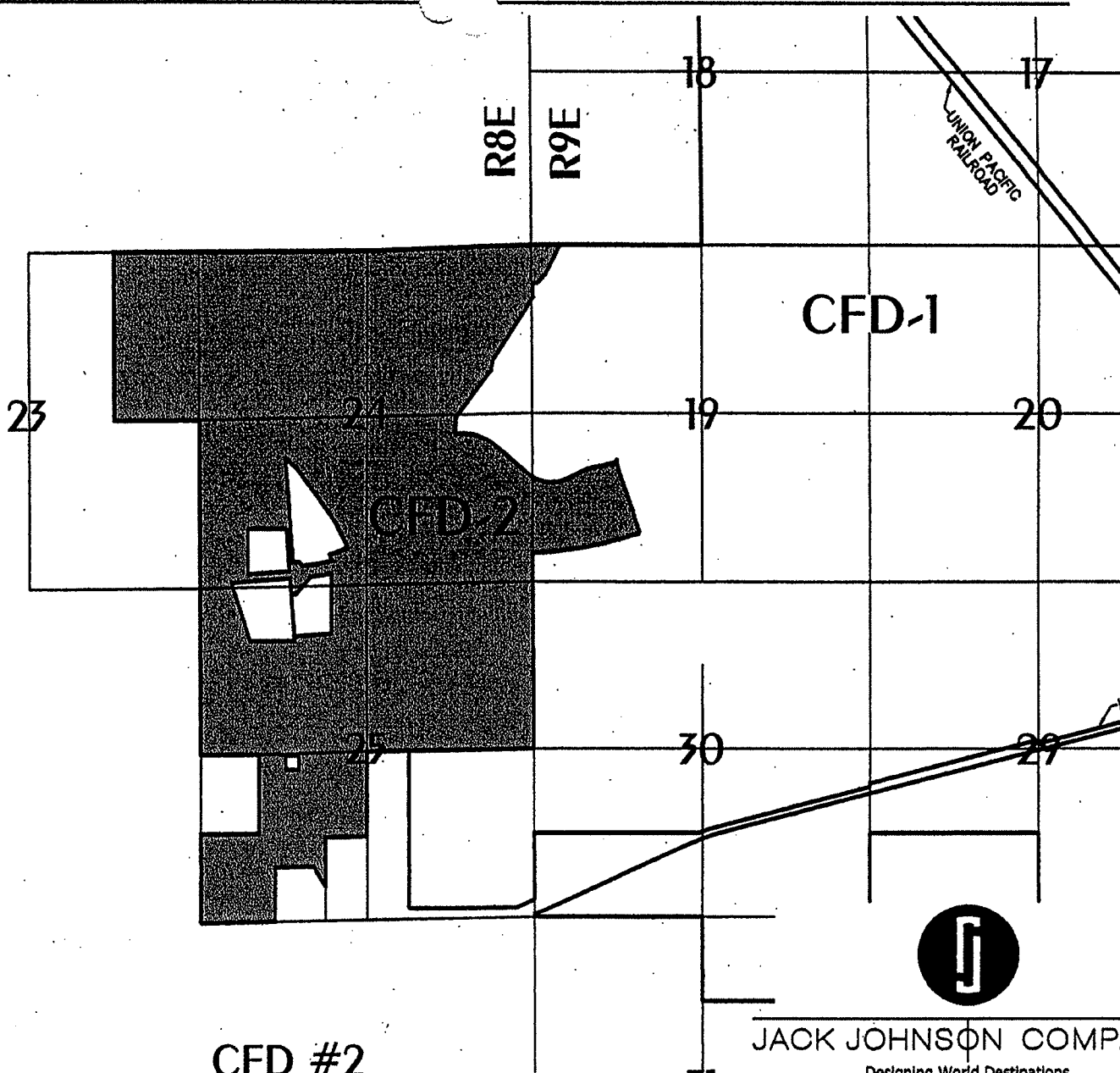
(d) Estimated amount from projected cash balance utilized to assist in paying debt service and keeping tax rate under \$3.25.

APPENDIX A

**Legal description for Merrill Ranch
Community Facilities District No. 2**



CFD #2
ANTHEM AT MERRILL RANCH



JACK JOHNSON COMPANY

Designing World Destinations

In-Person - 5745 N. Scottsdale Rd., Ste. 130 - Scottsdale - Arizona 85250

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Community Facilities District (CFD)
Number 2 (two)
Page 1 of 8

LEGAL PARCEL

A parcel of land lying within the Northeast Quarter of Section 23, Section 24, and Section 25, Township 4 South, Range 8 East, and the West Half of Section 19, Township 4 South, Range 9 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the Northeast Corner (GLO Brass Cap) of said Section 24, from which the North Quarter Corner (GLO Brass Cap) of Section 24 bears S 87°44'54" W (Basis of Bearings) a distance of 2571.82 feet;

Thence S 89°55'08" E along the north line of the Northwest Quarter of said Section 19, a distance of 454.52 feet;

Thence S 27°18'54" W a distance of 523.78 feet;

Thence S 42°26'42" W a distance of 173.14 feet;

Thence 75.22 feet along the arc of a non-tangent curve to the right, having a radius of 460.00 feet, through a central angle of 09°22'10", a chord bearing S 83°02'05" W and a chord distance of 75.14 feet, from which point the radius point bears N 11°39'00" W;

Thence S 02°16'50" E a distance of 208.74 feet;

Thence S 32°24'40" W a distance of 1168.90 feet;

Thence S 10°41'48" W a distance of 170.85 feet;

Thence S 36°33'47" W a distance of 914.70 feet;

Thence S 02°53'35" W a distance of 254.52 feet;

Thence S 87°06'25" E a distance of 156.30 feet;

Thence 506.38 feet along the arc of a curve to the right, having a radius of 780.00 feet, through a central angle of 37°11'47", a chord bearing S 68°30'32" E and a chord distance of 497.53 feet;

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Thence S 49°54'38" E a distance of 690.86 feet;

Thence 669.93 feet along the arc of a curve to the left, having a radius of 570.00 feet, through a central angle of 67°20'26", a chord bearing S 83°34'52" E and a chord distance of 632.03 feet;

Thence N 62°44'55" E a distance of 198.67 feet;

Thence 216.23 feet along the arc of a curve to the right, having a radius of 830.00 feet, through a central angle of 14°55'36", a chord bearing N 70°12'43" E and a chord distance of 215.62 feet;

Thence N 77°40'31" E a distance of 362.25 feet;

Thence 45.98 feet along the arc of a curve to the left, having a radius of 30.00 feet, through a central angle of 87°48'35", a chord bearing N 33°46'14" E and a chord distance of 41.61 feet;

Thence 249.56 feet along the arc of a curve to the left, having a radius of 1540.00 feet, through a central angle of 09°17'05", a chord bearing S 14°46'37" E and a chord distance of 249.29 feet, from which the radius point bears N 79°51'56" E;

Thence S 19°25'10" E a distance of 576.86 feet;

Thence 21.06 feet along the arc of a curve to the right, having a radius of 285.00 feet, through a central angle of 04°14'05", a chord bearing S 17°18'07" E and a chord distance of 21.06 feet;

Thence S 15°11'05" E a distance of 167.41 feet;

Thence 23.28 feet along the arc of a curve to the left, having a radius of 315.00 feet, through a central angle of 04°14'05", a chord bearing S 17°18'07" E and a chord distance of 23.28 feet;

Thence S 19°25'10" E a distance of 127.27 feet;

Thence 47.55 feet along the arc of a curve to the right, having a radius of 30.00 feet, through a central angle of 90°48'51", a chord bearing S 25°59'16" W and a chord distance of 42.73 feet;



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Thence 1680.61 feet along the arc of a compound curve to the right, having a radius of 5942.50 feet, through a central angle of $16^{\circ}12'14''$, a chord bearing $S 79^{\circ}29'48'' W$ and a chord distance of 1675.01 feet, to a point on the east line of the Southeast Quarter of Section 24, Township 4 South, Range 8 East;

Thence $S 00^{\circ}25'41'' E$ along said east line, a distance of 448.81 feet;

Thence $S 00^{\circ}25'29'' E$ along the east line of the Northeast Quarter of said Section 25, Township 4 South, Range 8 East, a distance of 1322.48 feet;

Thence $S 00^{\circ}25'17'' E$ along the east line of the Northeast Quarter of said Section 25, a distance of 1322.52 feet;

Thence $S 88^{\circ}51'55'' W$ along the south line of said Northeast Quarter, a distance of 2613.52 feet;

Thence $S 00^{\circ}20'36'' E$ along the east line of the Southwest Quarter of said Section 25, a distance of 1321.10 feet;

Thence leaving said east line $S 88^{\circ}52'56'' W$ a distance of 653.95 feet;

Thence $S 00^{\circ}19'33'' E$ a distance of 764.01 feet;

Thence 353.51 feet along the arc of a non-tangent curve to the right, having a radius of 1206.22 feet, through a central angle of $16^{\circ}47'30''$, a chord bearing $N 31^{\circ}19'00'' W$ and a chord distance of 352.24 feet, from which point the radius point bears $N 50^{\circ}17'15'' E$;

Thence $S 88^{\circ}51'22'' W$ a distance of 612.12 feet;

Thence $S 00^{\circ}13'09'' E$ a distance of 860.92 feet to a point on the south line of the Southwest Quarter of said Section 25;

Thence $S 88^{\circ}53'51'' W$ along said south line, a distance of 1167.96 feet;

Thence $N 00^{\circ}16'22'' W$ along the west line of said Southwest Quarter, a distance of 1402.85 feet;



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September 27, 2005
Pulte Home Corporation
Community Facilities District (CFD)
Number 2 (two)
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Thence leaving said west line N 89°43'38" E a distance of 917.10 feet;

Thence N 00°16'22" W a distance of 1238.00 feet;

Thence S 89°43'38" W a distance of 917.10 feet;

Thence N 00°17'53" W along the west line of the Northwest Quarter of said Section 25, a distance of 2639.34 feet;

Thence N 00°22'08" W along the west line of the Southwest Quarter of said Section 24, a distance of 2638.19 feet;

Thence leaving said west line S 89°39'08" W along the south line of the East Half of the Northeast Quarter of Section 23, Township 4 South, Range 8 East, a distance of 1323.31 feet;

Thence N 00°22'05" W along the west line of said East Half of the Northeast Quarter of Section 23, a distance of 2637.13 feet to a point on the north line of said Northeast Quarter of said Section 23;

Thence N 89°38'24" E along said north line, a distance of 1322.80 feet;

Thence N 89°35'19" E along the north line of the Northwest Quarter of said Section 24, a distance of 2645.87 feet;

Thence N 87°44'54" E along the north line of the Northeast Quarter of Section 24, a distance of 2571.82 feet to the POINT OF BEGINNING;

Said Parcel contains 1131.2618 acres, more or less.

EXCEPTING THEREFROM (the following described four (4) parcels:

A parcel of land lying within the Southwest Quarter of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

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Number 2 (two)
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Commencing at the South Quarter corner (GLO Brass Cap) of said Section 24, from which the Southeast Corner (GLO Brass Cap) bears N 88°48'17" E a distance of 2610.56 feet;

Thence N 79°54'38" W a distance of 1223.30 feet to the POINT OF BEGINNING;

Thence S 85°40'51" W a distance of 653.70 feet;

Thence N 00°15'46" W a distance of 715.86 feet;

Thence N 89°44'14" E a distance of 604.57 feet;

Thence S 04°19'09" E a distance of 671.30 feet, to the POINT OF BEGINNING;

Said Parcel contains 10.0048 acres more or less, including any easements of record.

AND:

A parcel of land lying within the Southwest Quarter of Section 24, and the Northwest Quarter of Section 25, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter corner (GLO Brass Cap) of said Section 24, from which the Southeast Corner (GLO Brass Cap) bears N 88°48'17" E a distance of 2610.56 feet;

Thence N 71°38'49" W a distance of 576.69 feet, to the POINT OF BEGINNING;

Thence S 00°00'00" W a distance of 958.89 feet;

Thence S 85°40'51" W a distance of 580.49 feet;

Thence S 04°19'09" E a distance of 71.53 feet;

Thence S 89°44'14" W a distance of 700.72 feet;

Thence N 17°40'02" W a distance of 971.49 feet;

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Designing World Destinations

September 27, 2005
Pulte Home Corporation
Community Facilities District (CFD)
Number 2 (two)
Page 6 of 8

Thence N 85°40'51" E a distance of 923.25 feet;

Thence S 04°19'09" E a distance of 247.60 feet;

Thence N 85°40'51" E a distance of 75.00 feet;

Thence N 40°48'59" E a distance of 351.20 feet;

Thence 330.82 feet along the arc of a non-tangent curve to the left, having a radius of 1907.50 feet, through a central angle of 09°56'12", a chord bearing N 79°59'38" E and a chord distance of 330.40 feet, from which point the radius point bears N 05°02'16" W, to the POINT OF BEGINNING;

Said Parcel contains 29.9954 acres, more or less, including any easements of record.

AND:

A parcel of land lying within the Southwest Quarter of Section 25, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the North Quarter corner (GLO Brass Cap) of said Section 25, from which the Northeast Corner (GLO Brass Cap) bears N 88°48'17" E a distance of 2610.56 feet;

Thence S 21°24'08" W a distance of 2903.91 feet, to the POINT OF BEGINNING;

Thence S 03°43'57" E a distance of 220.23 feet;

Thence S 88°51'51" W a distance of 200.21 feet;



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September 27, 2005
Pulte Home Corporation
Community Facilities District (CFD)
Number 2 (two)
Page 7 of 8

Thence N 03°43'57" W a distance of 220.23 feet;

Thence N 88°51'51" E a distance of 200.21 feet, to the POINT OF BEGINNING;

Said Parcel contains 1.0112 acres, more or less, including any easements of record.

AND:

A parcel of land lying within the Southwest Quarter of Section 24, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the South Quarter Corner (GLO Brass Cap) of said Section 24, from which the Southwest Corner (Aluminum Cap LS 17258) of said Section 24 bears S 88°48'06" W a distance of 2611.46 feet;

Thence N 26°52'39" W a distance of 655.20 feet to the POINT OF BEGINNING;

Thence S 66°18'22" W a distance of 102.69 feet;

Thence 192.21 feet along the arc of a curve to the right, having a radius of 1617.50 feet, through a central angle of 06°48'30", a chord bearing S 69°42'37" W and a chord distance of 192.09 feet;

Thence S 15°28'07" E a distance of 101.03 feet;

Thence 374.41 feet along the arc of a non-tangent curve to the right, having a radius of 1718.50 feet, through a central angle of 12°28'59", a chord bearing S 79°26'22" W and a chord distance of 373.67 feet, from which point the radius point bears N 16°48'08" W;

Thence S 85°40'51" W a distance of 95.48 feet;

Thence N 04°19'09" W a distance of 6.45 feet;

Thence N 49°19'09" W a distance of 62.06 feet;

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September 27, 2005
Pulte Home Corporation
Community Facilities District (CFD)
Number 2 (two)
Page 8 of 8

Thence N 76°00'22" W a distance of 57.37 feet;

Thence S 85°40'51" W a distance of 38.67 feet;

Thence N 04°19'09" W a distance of 1622.57 feet;

Thence S 49°10'45" E a distance of 255.25 feet;

Thence S 35°16'17" E a distance of 983.19 feet;

Thence S 27°25'26" E a distance of 369.29 feet;

Thence S 23°41'38" E a distance of 106.51 feet to the POINT OF BEGINNING;

Said Parcel contains 19.7280 acres, more or less, including any easements of record.

The total acreage contained in this Parcel, less the four (4) exception parcels, is 1070.5218 acres, more or less, including any easements of record.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2017

NEW ISSUE – BOOK-ENTRY-ONLY

RATING: See “RATING” herein.

INSURANCE: See “BOND INSURANCE AND RELATED RISK FACTORS” herein.

In the opinion of Bond Counsel, assuming compliance with certain tax covenants by the District and relying on certain representations of Pulte Home Company, LLC, a Michigan limited liability company (“Pulte”) with respect to the development of property within the District, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions. Bond Counsel is further of the opinion that interest on the Bonds will be exempt from income taxation under the laws of the State of Arizona. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest will be taken into account in determining adjusted current earnings for purposes of computing the federal alternative minimum tax imposed on certain corporations. See “TAX MATTERS” herein for a description of certain federal tax consequences of ownership of the Bonds.

The Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. See “QUALIFIED TAX-EXEMPT OBLIGATIONS” herein.

\$1,975,000*

**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017
(BANK QUALIFIED)**

**DRAFT II
8-8-17**

Dated: Date of Delivery

Due: July 15 as shown on inside front cover page.

The Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General Obligation Bonds, Series 2017 (the “Bonds”) are authorized pursuant to Title 48, Chapter 4, Article 6 of the Arizona Revised Statutes and an election held on January 24, 2006, in and for Merrill Ranch Community Facilities District No. 2 (the “District”), a community facilities district formed within the boundaries of the Town of Florence, Arizona (the “Town”) and will be issued pursuant to a resolution of the Board. The Bonds will be payable as to both principal and interest from ad valorem taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” herein. Interest will accrue from the date of delivery and be payable on January 15, 2018* and on each July 15 and January 15 thereafter, until maturity or prior redemption.

The Bonds will be registered only in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York (“DTC”), for purposes of the book-entry only system described herein. Utilization of the book-entry-only system will affect the method and timing of payment of principal of and interest on the Bonds and the method of transfer of the Bonds. DTC will be responsible for distributing the principal and interest payments to the DTC Participants (defined herein) which will, in turn, be responsible for distribution of such amounts to the beneficial owners of the Bonds (the “Beneficial Owners”). As they will be in book-entry-only form, purchasers will not receive definitive certificates with respect to the Bonds. Beneficial ownership interests in the Bonds may be purchased through the facilities of DTC in amounts of \$5,000 of principal due on a specific maturity date and integral multiples thereof. So long as any purchaser is the Beneficial Owner of a Bond, such purchaser must maintain an account with a broker or a dealer which is, or acts through, a DTC Participant to receive payment of principal of and interest on such Bond. See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.”

SEE BOND MATURITY PAYMENT SCHEDULE ON INSIDE FRONT COVER PAGE

The Bonds will be subject to redemption by the District prior to maturity as described under “THE BONDS – Redemption Provisions” herein.*

Proceeds of the sale of the Bonds will be used (i) to pay costs of acquisition of certain public infrastructure benefiting the District and (ii) to pay costs of issuance relating to the Bonds.

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” and “RISK FACTORS” herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN, THE STATE OF ARIZONA (THE “STATE”) OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

*The Bonds are offered when, as and if issued and subject to the approval of Greenberg Traurig, LLP, Bond Counsel. Certain matters will be passed upon for the Underwriter identified below by its counsel, Squire Patton Boggs (US) LLP and for Pulte Home Corporation by Berens Blonstein PLC. It is expected that delivery of the Bonds in book-entry-only form will be made through the facilities of DTC on or about September __ 2017.**

* Subject to change.

\$1,975,000*
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017
(BANK QUALIFIED)
Base CUSIP®⁽¹⁾ No. 590206
MATURITY SCHEDULE*

Maturity Date (July 15)	Principal Amount	Interest Rate	Price or Yield	CUSIP® ⁽¹⁾ No.
2018	\$ 1,165,000	%	%	
\$810,000 ___% Term Bond Due July 15, 2042, Price ___% CUSIP ___				

* *Subject to change.*

⁽¹⁾ *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (“CGS”) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2017 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, Bond Counsel, the Underwriter or their agents or counsel assumes responsibility for the accuracy of such numbers.*

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

DISTRICT BOARD

Tara Walter, *Chairperson*

Vallarie Woolridge, *Vice Chairperson*

William Hawkins, *Member*

John Anderson, *Member*

Kristen Larsen, *Member*

Rebecca Guilin, *Member*

Karen Wall, *Member*

DISTRICT ADMINISTRATIVE STAFF

Brent Billingsley
District Manager

Joe Jarvis
District Treasurer

Clifford Mattice, Esq.
District Counsel

Lisa Garcia
District Clerk

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of the Bonds, the Bond Resolution, the security for the Bonds, the District, Pulte and the Public Infrastructure (as such terms are defined herein) and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any documents are qualified in their entirety by reference to such documents, copies which may be obtained from Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), at Suite 750, 2325 E. Camelback Road, Phoenix, AZ 85016.

The information set forth herein, has been obtained from the District, Pulte and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the District or the Underwriter, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the District or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.”

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are “forward looking statements” that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information nor links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the caption “CONTINUING DISCLOSURE” and in APPENDIX C – “FORM OF SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING,” all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

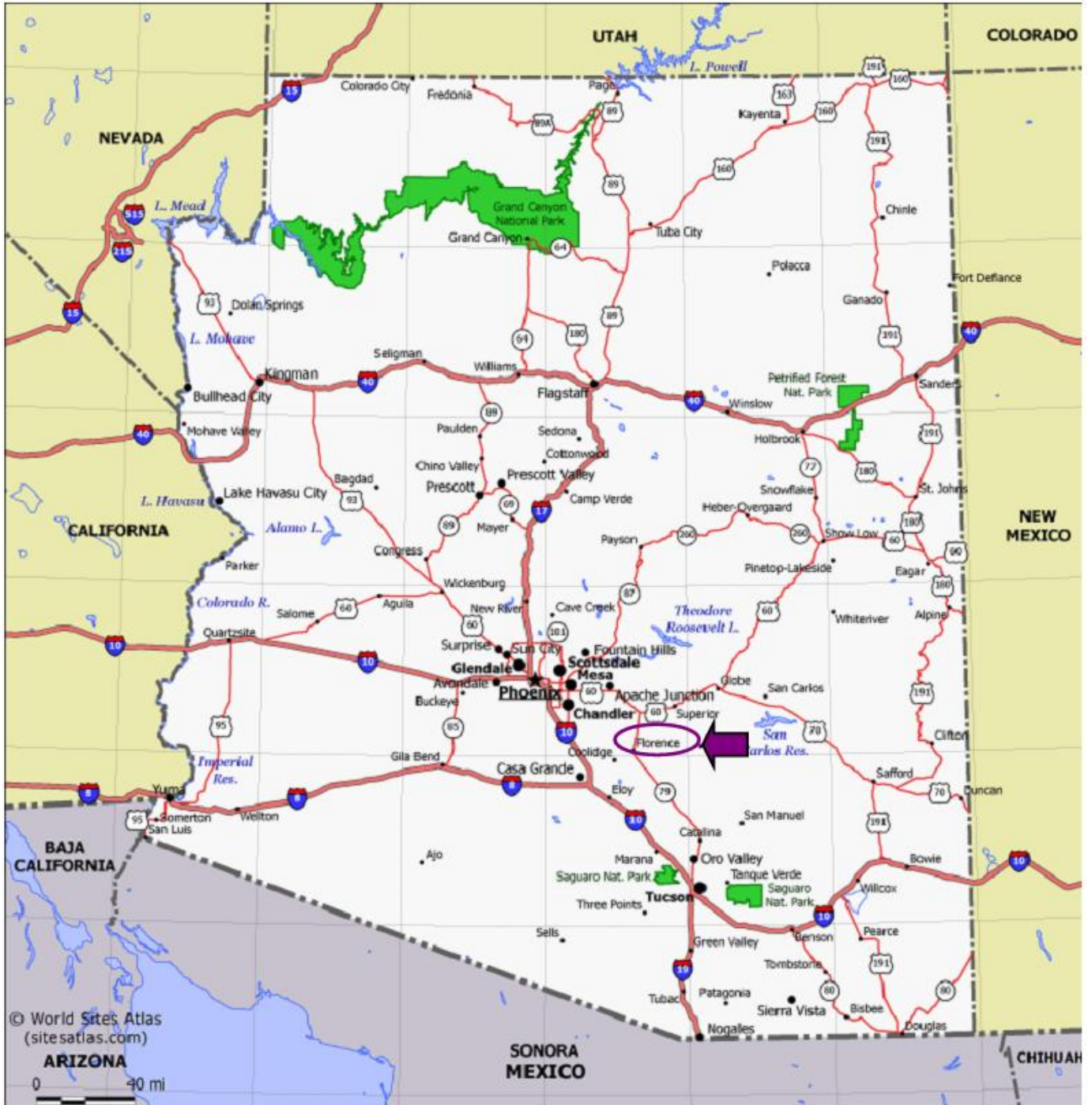
A wide variety of information, including financial information, concerning the District is available from publications and websites of the District and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

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APPENDIX C: FORM OF SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING
APPENDIX D: BOOK-ENTRY-ONLY SYSTEM

LOCATION MAP – STATE



OFFICIAL STATEMENT

\$1,975,000*

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 (FLORENCE, ARIZONA) GENERAL OBLIGATION BONDS, SERIES 2017 (BANK QUALIFIED)

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the issuance of Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General Obligation Bonds, Series 2017 (the "Bonds"), in the aggregate principal amount of \$1,975,000*.

The Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Enabling Act"), was enacted to provide a method of financing (including through the issuance by the District (defined below) of general obligation bonds) certain "public infrastructure purposes" (as such term is defined in the Enabling Act) relating to a community facilities district. As provided by, and with the limitations set forth in, the Enabling Act, once formed, a community facilities district is a legally constituted municipal corporation and political subdivision within defined boundaries.

Pursuant to the Enabling Act and in response to a petition by all of the owners of land therein, the Council (the "Town Council") of the Town of Florence, Arizona (the "Town"), formed Merrill Ranch Community Facilities District No. 2 (the "District") on November 21, 2005. The District encompasses approximately 1,070 acres (the "District Land") located in the northern portion of the Town. The Town is located in Pinal County, Arizona (the "County") and is approximately 60 miles southeast of Phoenix, Arizona, in the central portion of the State. See APPENDIX A – "INFORMATION REGARDING THE TOWN OF FLORENCE, ARIZONA," which includes certain information about the Town and surrounding area, and, generally, the maps on pages (v) and (vi).

The District is a special purpose, tax levying public improvement district for certain constitutional purposes and a municipal corporation for certain other statutory purposes. The District has the power to implement the District's general plan for public infrastructure primarily through the issuance of general obligation, special assessment or revenue bonds. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District -- General Obligation Bonded Indebtedness to be Outstanding" and "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Other Debt of the District." (The District has no current plans to issue revenue bonds.)

In accordance with State law, the Town Council serves as the Board of the District (the "Board"). Additionally, the Board has appointed the Town Manager as the District Manager, the Town Finance Director as the District Treasurer, the Town Attorney as the District Counsel, and the Town Clerk as the District Clerk.

The petition requesting the formation of the District was filed at the direction of Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"). See "ANTHEM" for a description of the District and "PULTE" herein for certain information about Pulte.

The District was formed pursuant to a District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005, among the Town, the District and Pulte, as amended by a First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, a Second Amendment and Waivers (Assessment Area Two) dated as of April 1, 2008, a Third Amendment and Waivers (Assessment Area Three) dated as of November 1, 2008, a Fourth Amendment and

* *Subject to change.*

Waivers (Assessment Area Four) dated as of February 1, 2010, a Fifth Amendment and Waivers (Assessment Area Five) dated as of May 1, 2013 and a Sixth Amendment and Waivers (Assessment Area Six) dated as of November 1, 2015, all by and between the District and Pulte. Provisions for acquiring certain public infrastructure (including the hereinafter described Public Infrastructure) necessary for development of the land within the boundaries of the District are set forth herein. See “ANTHEM.”

Pursuant to the results of the Election (defined below under “THE BONDS – Authorization and Purpose”), the District has the authority to issue general obligation bonds in an aggregate principal amount of not to exceed \$100,000,000, in one or more series, payable from ad valorem taxes (without limitation as to rate or amount) levied on all taxable property within the boundaries of the District. To date, the District has issued, \$2,000,000 aggregate principal amount of General Obligation Bonds, Series 2016 (the “Series 2016 Bonds”), \$1,850,000 aggregate principal amount of General Obligation Bonds, Series 2013 (the “Series 2013 Bonds”), \$500,000 aggregate principal amount of General Obligation Bonds, Series 2012, \$3,560,000 aggregate principal amount of General Obligation Bonds, Series 2010 (the “Series 2010 Bonds”), and \$251,000 aggregate principal amount of General Obligation Bonds, Series 2006. \$6,210,000 aggregate principal amount of the District’s general obligation bonds remain outstanding.

The Bonds are being issued to finance a portion of the costs of acquiring certain public infrastructure within the boundaries of the District necessary for development of public roadways within the District, including paving and curb installation and storm drain construction, and construction of portions of Merrill Ranch Parkway and Hunt Highway (collectively, the “Public Infrastructure”).

The Board will annually levy, and cause to be collected, an ad valorem tax, at the same time and in the same manner as other such taxes are levied and collected, on all taxable property in the District, sufficient to pay interest on and principal of the Bonds (“Debt Service”) (and debt service with respect to the Series 2010 Bonds, the Series 2013 Bonds and the Series 2016 Bonds), as the same becomes due, whether at maturity or prior redemption. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District” and “RISK FACTORS.”

In addition to the levy of ad valorem property taxes for the payment of Debt Service, pursuant to the results of the Election, the District also is authorized to levy and collect an ad valorem tax at a tax rate of not to exceed \$0.30 per \$100 of Net Assessed Property Value for Secondary Tax Purposes (as such term is hereafter defined) on all taxable property within the boundaries of the District for operation and maintenance expenses of the District (the “Operation and Maintenance Tax”). The District is currently levying and collecting the Operation and Maintenance Tax at a rate of \$0.30 per \$100 of Net Assessed Property Value for Secondary Tax Purposes.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN, THE STATE OF ARIZONA (THE “STATE”), OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

THE BONDS

Authorization and Purpose

The Bonds are authorized pursuant to the Enabling Act and a vote of the owners of land in the District at a special bond election held in and for the District on January 24, 2006 (the “Election”), pursuant to which the District has been authorized to incur general obligation bonded indebtedness in an amount not to exceed \$100,000,000 in order to finance, among other things, the costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds, and will be issued pursuant to a resolution adopted by the Board on August 21, 2017 (the “Bond Resolution”). The Bonds will be the sixth series issued pursuant to the authorization approved by

the Election, and, after issuance of the Bonds, \$89,864,000* aggregate principal amount of bonds will remain authorized but unissued. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District”, “ESTIMATED DEBT SERVICE REQUIREMENTS” and “OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District.” Additional amounts of general obligation bonds may be authorized at future elections held in and for the District.

Terms of the Bonds – Generally

The Bonds will be dated as of the date of initial delivery and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), under the book-entry-only system described herein (the “Book-Entry-Only System”). See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.” The Bonds will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement. Beneficial ownership interests in the Bonds may be purchased in amounts of \$5,000 of principal due on a specific maturity date or integral multiples thereof. Interest on the Bonds will accrue from their dated date and be payable semiannually commencing on January 15, 2018*, and on each July 15 and January 15 thereafter (each an “interest payment date”) until maturity or prior redemption. (The District has chosen the first day of the month preceding an interest payment date as the “record date” for the Bonds.)

See “TAX MATTERS” herein for a discussion of the treatment of interest on the Bonds for federal or State income tax purposes.

Bond Registrar and Paying Agent

_____ will serve as the initial bond registrar, transfer agent and paying agent (the “Bond Registrar and Paying Agent”) for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

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

Mandatory Redemption. The Bonds maturing on July 15 of the following years (the “Term Bonds”) will be subject to mandatory redemption and will be redeemed on July 15 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price of the principal amount of such Bonds called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

	Maturing in 20__	
20__		\$ _____
20__		_____
20__ (maturity)		_____

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable provided, however, that each remaining mandatory payment shall be in an amount of at least \$5,000 of principal.

* *Subject to change.*

Notice of Redemption. So long as the Bonds are in book-entry-only form, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX D – “BOOK-ENTRY-ONLY SYSTEM.”

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will become and be due and payable at the redemption price for such Bonds or portions thereof, and, if moneys for payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions thereof will be deemed paid and no longer outstanding.

Any amount included in a Bond subject to prior redemption may be redeemed in a denomination equal to or in excess of, but divisible by, \$5,000.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

General

The Board has, and will hereafter, annually levy, and cause to be collected, an ad valorem tax, at the same time and in the same manner as other such taxes are levied and collected, on all taxable property in the District, sufficient to pay Debt Service, whether at maturity or prior redemption. Amounts derived from the levy of such tax when collected constitute funds to pay Debt Service and will be kept separately from other funds of the District. With respect to such ad valorem property taxes, the Bonds will be payable from such taxes on the same basis as the Series 2010 Bonds, the Series 2013 Bonds, the Series 2016 Bonds and any general obligation bonds of the District that may be issued in the future. Any other general obligation bonds of the District hereafter issued will be payable on a parity basis with respect to the collection and application of such and taxes will be allocated to each series of general obligation bonds in accordance with any debt service then due and, in any case, taking into account other funds held by the District for such payment. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District -- General Obligation Bonded Indebtedness to be Outstanding” and “OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District.”

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See “RISK FACTORS.”

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America (“Defeasance Obligations”) or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bonds Resolution or payable from ad valorem taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, and community college districts are “primary taxes.” Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides and the maintenance and operation of special service districts such as the District, sanitary, fire, road improvement and joint technological education districts are “secondary taxes.” See “Primary Taxes” and “Secondary Taxes” below.

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the “Department of Revenue”). Property valued by the Assessor of the County are referred to as “locally assessed” property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as “centrally valued” property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value (“Full Cash Value”) is statutorily defined to mean “that value determined as prescribed by statute” or if no statutory method is prescribed it is “synonymous with market value which means that estimate of value that is derived annually by using standard appraisal methods and techniques,” which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value (“Limited Property Value”) is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. For locally assessed property in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, including that for mobile homes, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. Prior to 2015, Limited Property Value for a specific property parcel in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, including that for mobile homes, increased by the greater of either 10% of the prior year’s Limited Property Value or 25% of the difference between the prior year’s Limited Property Value and the current year’s Full Cash Value. A separate Limited Property Value was not and is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2013	2014	2015	2016	2017
Mining, utilities, commercial and industrial	19.5%	19%	18.5%	18%	18%
Agriculture and vacant land	16	16	16	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property (b)	15	16	15	14	15

(a) *Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.*

(b) *This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.*

Source: *State and County Abstract of the Assessment Roll, Arizona Department of Revenue.*

Primary Taxes

Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. (Prior to tax year 2015, secondary taxes were levied against "Net Full Cash Assessed Value" which is determined by excluding the value of property exempt from taxation from Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts.) There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments. **As Net Full Cash Assessed Value was used as the basis for levying taxes for payment of bonds like the Bonds in fiscal years prior to fiscal year 2015/16, this Official Statement compares Net Limited Assessed Property Value with Net Full Cash Assessed Value in applicable years below.**

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County.

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the tax levy due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years. Set forth below is a record of property taxes levied and collected in the District for a portion of the current fiscal year and all of the previous five fiscal years.

TABLE 2

Real and Secured Property Taxes Levied and Collected (a)

Fiscal Year	District Tax Rate (a)	District Tax Levy	Collected to June 30th of Initial Fiscal Year		Adjusted District Tax Levy as of June 13, 2017	Cumulative Collections to June 13, 2017	
			Amount	% of Levy		Amount	% of Adj. Levy
2016/17	\$3.55	\$596,736	(b)	(b)	(b)	\$590,464	98.95%
2015/16	3.55	536,241	\$531,813	99.17%	\$536,241	535,877	99.93
2014/15	3.55	532,238	525,907	98.81	508,346	508,346	100.00
2013/14	3.55	438,413	431,194	98.35	438,413	438,413	100.00
2012/13	3.55	363,036	356,222	98.35	363,036	363,036	100.00
2011/12	3.55	348,873	339,853	97.41	348,873	348,873	100.00

(a) *Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.*

(b) *2016/17 taxes in course of collection:
First installment due 10-01-16, delinquent 11-01-16;
Second installment due 03-01-17, delinquent 05-01-17.*

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures

The property taxes due the District are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the

succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

TABLE 3A

**Net Limited Assessed Property Value by Property Classification (a)
Merrill Ranch Community Facilities District No. 2**

Class	2016/17	2015/16
Commercial, Industrial, Utilities & Mines	\$ 2,587,847	\$ 3,073,672
Agricultural and Vacant	824,117	817,464
Residential (owner occupied)	7,013,112	5,833,198
Residential (rental)	6,275,576	6,187,386
Certain Government Property Improvements	48,724	-
Totals (b)	<u>\$ 16,749,376</u>	<u>\$ 15,911,720</u>

(a) *Determined by Net Limited Assessed Property Value. See “PROPERTY TAXES – Limited Property Value” and – “Secondary Taxes” herein for a discussion of the use of Net Limited Assessed Property Value for fiscal years 2015/16 and thereafter.*

(b) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll, Arizona Department of Revenue and Property Tax Rates and Assessed Values, Arizona Tax Research Association.*

See also in this respect the discussion under the subheading “ANTHEM.”

TABLE 3B

**Net Full Cash Assessed Value by Property Classification (a)
Merrill Ranch Community Facilities District No. 2**

Class	2014/15	2013/14	2012/13
Commercial, Industrial, Utilities & Mines	\$ 2,875,066	\$ 2,142,814	\$ 138,871
Agricultural and Vacant	897,253	835,757	1,322,694
Residential (owner occupied)	7,008,025	6,410,447	7,898,377
Residential (rental)	3,894,639	2,965,424	868,183
Certain Government Property Improvements	-	-	-
Totals (b)	<u>\$ 14,674,983</u>	<u>\$ 12,354,442</u>	<u>\$ 10,228,125</u>

(a) *Determined by Net Full Cash Assessed Value. See “PROPERTY TAXES – Limited Property Value” and – “Secondary Taxes” herein for a discussion of the use of Net Full Cash Assessed Value for fiscal years prior to 2015/16.*

(b) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll, Arizona Department of Revenue and Property Tax Rates and Assessed Values, Arizona Tax Research Association.*

TABLE 4

**Net Limited Assessed Property Value of Major Taxpayers
Merrill Ranch Community Facilities District No. 2**

Major Taxpayer (a)	2016/17 Net Limited Assessed Property Value	As % of 2016/17 Net Limited Assessed Property Value
MPT of Florence LLC	\$ 2,273,024	13.57 %
Florence Hospital at Anthem LLC	320,152	1.91
Pulte Home Company, LLC (b)	230,794	1.38
Franklin 643 LLC	161,619	0.96
Legacy Collateral Holdings LLC	153,317	0.92
SWVP PTE LLC	129,814	0.78
Church of Jesus Christ Latter-Day Saints	88,063	0.53
Vertex I LLC	49,061	0.29
AT&T Mobility LLC	48,115	0.29
Solar City LMC Series I, LLC	42,595	0.25
	\$ 3,496,554	20.88 %

- (a) *Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at <http://www.sec.gov>. No representative of the District, the Underwriter, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.*
- (b) *Pulte Home Company, LLC, a Michigan limited liability company, formerly known as Pulte Home Corporation is the successor, by conversion under Michigan law, of Pulte Home Corporation. Any property held in the name of Pulte Home Corporation is, without transfer documents, now owned by Pulte Home Company, LLC.*

Source: The Assessor of the County.

See "RISK FACTORS - General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences."

TABLE 5A

**Comparative Net Limited Assessed Property Values (a)
Merrill Ranch Community Facilities District No. 2**

Fiscal Year	Merrill Ranch Community Facilities District
2017/18 (b)	\$ 17,888,390
2016/17	16,749,376
2015/16	15,911,720

-
- (a) *Determined by Net Limited Assessed Property Value. See “PROPERTY TAXES – Limited Property Value” and – “Secondary Taxes” herein for a discussion of the use of Net Limited Assessed Property Value for fiscal years 2015/16 and thereafter.*
- (b) *The District’s preliminary fiscal year 2017/18 Net Full Cash Assessed Value is estimated at \$20,896,195, an increase of approximately 3.4% from the fiscal year 2016/17 Net Full Cash Assessed Value. The District’s preliminary fiscal year 2017/18 Net Limited Assessed Property Value is estimated at \$17,888,390 an increase of approximately 6.8% from the fiscal year 2016/17 Net Limited Assessed Property Value. The District’s preliminary fiscal year 2017/18 estimated Net Full Cash Value is estimated at \$194,283,142, an increase of approximately 12.9% from the fiscal year 2016/17 estimated Net Full Cash Value. The values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 21, 2017.*

Source: *Property Tax Rates Assessed Values, Arizona Tax Research Association.*

TABLE 5B

**Comparative Net Full Cash Assessed Values (a)
Merrill Ranch Community Facilities District No. 2**

Fiscal Year	Merrill Ranch Community Facilities District
2014/15	\$ 14,674,983
2013/14	12,354,442
2012/13	10,228,125

-
- (a) *Determined by Net Full Cash Assessed Value. See “PROPERTY TAXES – Limited Property Value” and – “Secondary Taxes” herein for a discussion of the use of Net Full Cash Assessed Value for fiscal years prior to 2015/16.*

Source: *Property Tax Rates Assessed Values, Arizona Tax Research Association.*

TABLE 6

**Estimated Net Full Cash Value History
Merrill Ranch Community Facilities District No. 2**

Fiscal Year	Estimated Net Full Cash Value (a)
2017/18 (b)	\$ 194,283,142
2016/17	186,469,544
2015/16	171,941,204
2014/15	125,696,520
2013/14	105,895,587
2012/13	91,831,231
2011/12	87,736,353

(a) *Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.*

(b) *The District’s preliminary fiscal year 2017/18 Net Full Cash Assessed Value is estimated at \$20,896,195, an increase of approximately 3.4% from the fiscal year 2016/17 Net Full Cash Assessed Value. The District’s preliminary fiscal year 2017/18 Net Limited Assessed Property Value is estimated at \$17,888,390 an increase of approximately 6.8% from the fiscal year 2016/17 Net Limited Assessed Property Value. The District’s preliminary fiscal year 2017/18 estimated Net Full Cash Value is estimated at \$194,283,142, an increase of approximately 12.9% from the fiscal year 2016/17 estimated Net Full Cash Value. The values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 21, 2017.*

Source: *State and County Abstract of the Assessment Roll, Arizona Department of Revenue.*

General Obligation Bonded Debt to be Outstanding.

The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

Issue Series	Original Amount	Purpose	Final Maturity Date (July 15)	Balance Outstanding
2010	\$3,560,000	General infrastructure	2035	\$2,645,000
2013	1,850,000	General infrastructure	2038	1,705,000
2016	2,000,000	General infrastructure	2040	1,860,000
Total General Obligation Bonded Debt Outstanding				\$6,210,000
Plus: The Bonds				<u>\$1,975,000*</u>
Total General Obligation Bonded Debt Outstanding and to be Outstanding				<u><u>\$8,185,000*</u></u>

* *Subject to change.*

ESTIMATED DEBT SERVICE REQUIREMENTS

The following table illustrates the (i) annual debt service on the Series 2010 Bonds, the Series 2013 Bonds and the Series 2016 Bonds (ii) estimated annual debt service on the Bonds and (iii) total estimated annual debt service on all general obligation bonds of the District to be outstanding after the issuance of the Bonds.

TABLE 8

Year Ending July 15	Outstanding Bonds		The Bonds*		Total Estimated Annual Debt Service Requirements*
	Principal	Interest	Principal	Estimated Interest (b)	
2017/18	\$ 150,000	\$ 347,156	\$ 1,165,000	\$ 62,673 (c)	\$ 1,724,829
2018/19	155,000	341,486		32,400	528,886
2019/20	160,000	334,941		32,400	527,341
2020/21	165,000	327,916		32,400	525,316
2021/22	175,000	320,311		32,400	527,711
2022/23	185,000	312,049		32,400	529,449
2023/24	195,000	303,218		32,400	530,618
2024/25	205,000	293,480		32,400	530,880
2025/26	215,000	283,063		32,400	530,463
2026/27	225,000	270,875		32,400	528,275
2027/28	235,000	258,088		32,400	525,488
2028/29	250,000	244,738		32,400	527,138
2029/30	265,000	230,300		32,400	527,700
2030/31	280,000	215,013		32,400	527,413
2031/32	295,000	198,388		32,400	525,788
2032/33	310,000	180,725		32,400	523,125
2033/34	330,000	161,988		32,400	524,388
2034/35	350,000	142,063		32,400	524,463
2035/36	370,000	120,938		32,400	523,338
2036/37	390,000	99,188		32,400	521,588
2037/38	415,000	73,763		32,400	521,163
2038/39	435,000	46,725	10,000	32,400	524,125
2039/40	455,000	23,888	15,000	32,000	525,888
2040/41			385,000	31,400	416,400
2041/42			400,000	16,000	416,000
	<u>\$ 6,210,000</u>		<u>\$ 1,975,000</u>		

* Subject to change.

(a) Prepared by the Underwriter.

(b) Interest is estimated at 4.0%.

(c) The first interest payment on the Bonds will be due on January 15, 2018*. Thereafter, interest payments will be made semiannually on July 15 and January 15 until maturity or prior redemption.

**OVERLAPPING, ADDITIONAL AND ADDITIONAL
OVERLAPPING INDEBTEDNESS**

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction’s applicable general obligation bonded indebtedness, Net Limited Assessed Property Value and combined tax rate per \$100 Net Limited Assessed Property Value. The applicable percentage of each jurisdiction’s Net Limited Assessed Property Value which lies within the District’s boundaries was derived from information obtained from the County Assessor. See **“RISK FACTORS - Direct and Overlapping Indebtedness.”**

TABLE 9

[Table to be updated with 2017/18 Net Limited Assessed Property Values and Tax Rates once finalized by the County Board of Supervisors on or before August 21, 2017.]

Overlapping Jurisdiction	2016/17 Net Limited Assessed Property Value	Net General Obligation Outstanding Bonded Debt (c)	Proportion Applicable to the District (a)		2016/17 Combined Primary and Secondary Tax Rates per \$100 Net Limited Assessed Property Value (b)
			Approximate Percent	Net Amount	
State of Arizona	\$56,589,592,481	None	0.03%	None	None
Pinal County	2,119,750,925	None	0.79	None	\$ 4.3709(d)
Pinal County Community College District	2,119,750,925	\$79,820,000	0.79	\$630,578	2.6269
Pinal County Fire District Assistance Tax	2,119,750,925	None	0.79	None	0.0657
Pinal County Library District	2,119,750,925	None	0.79	None	0.0965
Pinal County Flood Control District	1,827,329,016	None	0.92	None	0.1693
Central Arizona Water Conservation District	2,119,750,925	None	0.79	None	0.1400
Town of Florence	80,383,277	None	20.84	None	1.1182
Central Arizona Valley Institute of Technology	1,334,278,429	None	1.26	None	0.0500
Florence Unified School District No. 1	365,560,499	50,358,460	4.58	2,307,341	5.6712
Merrill Ranch Community Facilities District No. 2 (e)	16,749,376	8,185,000*	100.00%	8,185,000*	3.5500
Total Net Direct and Overlapping General Obligation Bonded Debt and Tax Rate				\$11,122,919*	\$19.3753

* Subject to change.

(a) Proportion applicable to the District is computed on the ratio of Net Limited Assessed Property Value for fiscal year 2016/17.

(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various

special assessment bonds, as those bonds are presently being paid from special assessments against property for such purpose.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

<u>Overlapping Jurisdiction</u>	<u>General Obligation Bonds Authorized but Unissued</u>
<u>The District (e)</u>	\$ 89,864,000*

* Subject to change.

Also does not include the obligation of the Central Arizona Water Conservation District (“CAWCD”) to the United States Department of the Interior (the “Department of the Interior”), for repayment of certain capital costs for construction of the Central Arizona Project (“CAP”), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD’s obligation for substantially all of the CAP features that have been constructed so far will be set at \$1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the \$1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD’s boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per \$100 of Net Assessed Property Value for Secondary Tax Purposes, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

- (c) The County’s tax rate includes the \$0.1400 tax rate of CAWCD, the \$0.1693 tax rate of the Pinal County Flood Control District, the \$0.0965 tax rate of the County Free Library and the \$0.0657 tax rate of the County Fire District contribution. It should be noted that the County Flood Control District does not levy taxes on personal property.
- (d) Includes the “State Equalization Assistance Property Tax” which is levied by the County and has been set at \$0.5010 per \$100 Net Limited Assessed Property Value for fiscal year 2016/17. Such amount is adjusted annually pursuant to Section 41-1276, Arizona Revised Statutes.
- (e) Includes the Bonds.

Source: The various entities, *Property Tax Rates and Assessed Values*, Arizona Tax Research Association, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and the Treasurer of the County.

Additional General Obligation Bonded Indebtedness of the District

In addition to the Series 2010 Bonds, the Series 2013 Bonds, the Series 2016 Bonds and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of bonds payable from *ad valorem* taxes. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District -- General Obligation Bonded Indebtedness to be Outstanding.” See also “RISK FACTORS - Direct and Overlapping Indebtedness.”

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the County Assessor, the Board has determined that issuance of the Bonds will meet the test set forth above. See “SECURITY FOR AND SOURCES OF PAYMENT - Ad Valorem Property Taxation in the District -- Full Cash Value.”)

Pursuant to the Election, the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed \$100,000,000 and will have \$89,864,000* of such amount remaining after issuance of the Bonds in order to finance, among other things, the costs of public infrastructure purposes within the District, including incidental costs. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from ad valorem taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the Town, the County, Florence Unified School District No. 1 of Pinal County Arizona, Pinal County Community College District, Pinal County Flood Control District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. See “RISK FACTORS - Direct and Overlapping Indebtedness.”

Other Debt of the District

The District has outstanding the following obligations secured by special assessments on certain lots within the District:

TABLE 10

	<u>Original Amount</u>	<u>Dated Date</u>	<u>Maturity Date (July 1)</u>	<u>Amount Outstanding</u>
Special Assessment Bonds (Assessment Area 1)	\$2,555,000	6/28/06	2008-2030	\$1,177,000
Special Assessment Bonds (Assessment Areas 2 and 3)	829,500	9/16/09	2011-2034	581,120
Special Assessment Bonds (Assessment Area 4)	203,000	2/25/10	2011-2035	157,170
Special Assessment Installment Purchase Agreement (Assessment Area 5)	556,500	5/22/13	2015-2038	524,760
Special Assessment Installment Purchase Agreement (Assessment Area 6)	241,500	11/20/15	2017-2040	236,750

Assessment Area 1 is a 189-acre portion of the District planned for approximately 730 single family residential lots. Assessment Area 2 is a 27.84-acre portion of the District planned for approximately 86 single family residential lots. Assessment Area 3 is a 53.55-acre portion of the District planned for approximately 151 single family residential lots. Assessment Area 4 is a 22.22-acre portion of the District planned for approximately 58 residential lots.

Assessment Area 5 is a 54.62-acre portion of the District planned for approximately 159 residential lots. Assessment Area 6 is a 23-acre portion of the District planned for approximately 69 residential lots. The per lot

* *Subject to change.*

assessment associated with the obligations listed above is approximately \$3,500 payable with interest in installments. If a lot owner fails to pay an assessment installment when due, the lot can be offered for sale by the District for the amount of the assessment together with interest, costs and penalties. Neither the District or the Town is obligated to bid at the sale. The lien for the property taxes levied to pay the Bonds is senior to the lien of such assessments; however, the lien for such assessments is not extinguished by foreclosure with regard to taxes.

The District anticipates issuance of additional special assessment bonds over time in various assessment areas to be established within the District. Such other series of assessment bonds will be payable solely from and secured by special, separate funds established and maintained by the District from installments due with respect to certain other special assessments may be issued by the District in the future.

The term “special assessments” as used above refers to the assessments which would be levied and assessed by the District in the related assessment area which would encompass portions of the District, each of which would constitute a first lien on the parcel so levied and assessed, subordinate and subject only to general property taxes (including that for the Bonds) and prior special assessments. The per lot assessment is approximately \$3,500 payable with interest in installments. If a lot owner fails to pay an assessment installment when due, the lot can be offered for sale by the District for the amount of the assessment together with interest, costs and penalties. Neither the District nor the Town is obligated to bid at the sale. The lien for the property taxes levied to pay the Bonds is senior to the lien of such assessments; however, the lien for such assessments is not extinguished by foreclosure with regard to taxes. There can be no assurance that additional amounts of such bonds payable from special assessments will not be issued in the future, increasing the amount of liens on property in the District for such purposes. **See “RISK FACTORS - Direct and Overlapping Indebtedness.”**

ANTHEM

The information contained in the following section relates to and has been obtained from Pulte, unless otherwise sourced or noted, and neither the District nor the Underwriter has made any independent investigation regarding the accuracy or completeness thereof.

General

All of the land within the boundaries of the District (approximately 1,070 acres) is intended to be developed as part of an approximately 3,416-acre master-planned development known as Anthem at Merrill Ranch (“Anthem”). Anthem is encompassed within an approximately 8,970-acre mixed use, master-planned community known as “Merrill Ranch” or the “Project,” which is intended to be developed in the future. Anthem is being planned and developed with both an active adult community (“Sun City”) and a family oriented community (“Parkside”). Other than within Anthem, no other development has occurred within Merrill Ranch. SWVP PTE LLC (“SWVP Merrill Ranch”) acquired approximately 135.82 acres of property in the District in 2009, and acquired another 173.88 acres in 2014, all from Pulte. SWVP Merrill Ranch is controlled by a land investment group generally known as Southwest Value Partners. In late 2016, SWVP Merrill Ranch sold 173.88 acres it acquired in 2014 to another homebuilder that intends to complete entitlement and then build and sell homes on the property purchased. In addition, SWVP Merrill Ranch has commenced seeking entitlements on its other property. Pulte believes SWVP Merrill Ranch will hold its property in the District for future sale or development in accordance with the existing land planning; however, Pulte can provide no assurance that SWVP Merrill Ranch will act in such a manner.

Simultaneously with the formation of the District, Merrill Ranch Community Facilities District No. 1 (“District No. 1”) was formed, covering the remaining 7,900 acres of Merrill Ranch to finance the cost of certain infrastructure improvements within District No. 1. The boundaries of the District and District No. 1 do not overlap, however Anthem encompasses land within both districts. (See the map at page vi for a depiction of the boundaries of Merrill Ranch, the District and District No. 1.)

Although the number of acres devoted to each particular land use may ultimately vary, the land uses and approximate acreages associated with each are as follows:

**TABLE 11
PROPOSED LAND USES WITHIN ANTHEM**

<u>Type of Development</u>	<u>Approximate Acres of District Land</u>	<u>Approximate Acres of Anthem Outside District (a)</u>	<u>Total Anthem Acres</u>
Residential	467	1,376	1,843
Commercial/Light Industrial	20	0	20
Open Space/Parks	267	411	678
Schools	13	21	34
Golf Courses	47	187	234
Worship Sites	12	13	25
Police/Fire	16	0	16
Roadways/Right of Way	188	338	526
Medical	<u>40</u>	<u>0</u>	<u>40</u>
Total	<u>1,070</u>	<u>2,346</u>	<u>3,416</u>

(a) Anthem is not located wholly within the District.

As described above, Anthem is itself a master-planned community, a portion of which lies within the District. Pulte has constructed two community centers, each of which serves different age-focused areas within Anthem. Both the active adult community center and the community center which serves the family-oriented components of Anthem were completed in March 2007. The 18-hole golf course and pro-shop facility at Anthem were completed in January 2007. Pulte is planning a multi-phase, 62-acre community park to be built in several phases. The first two phases of the community park are complete and include a “catch and release” fishing pond, an amphitheater, a softball field, a restroom facility and other multi-purpose fields.

The educational needs of the children living in Anthem are served by Florence Unified School District No. 1 of Pinal County, Arizona. An elementary school serving the Project opened in 2007. A charter school offering grades K through 6, American Leadership Academy, has been completed and has commenced operations.

Completed commercial development within Anthem, but outside the District and District No. 1, consists of the following retail establishments: Safeway (grocery store), McDonalds (restaurant), Wells Fargo Bank and various smaller businesses. Except for the establishments referenced above, and until additional commercial development is completed within Anthem, residents of Anthem must access other retail services from the variety of existing retail/commercial development located within the Town approximately eight miles from Anthem or from areas northwest of Anthem.

The single-family residences being constructed by Pulte within Anthem currently range in size from 1480 to 2,833 square feet and are currently base priced from \$139,000 to \$351,000. Below are Pulte’s single-family home closings and single-family homes under construction within the District.

TABLE 12
SINGLE-FAMILY HOME CLOSINGS

<u>Calendar</u> <u>Year</u>	<u>District (a)</u>			<u>District No. 1 (b)</u>			<u>Total</u>
	<u>Sun City</u> <u>(Senior)</u>	<u>Parkside</u> <u>(Family)</u>	<u>Subtotal</u>	<u>Sun City</u> <u>(Senior)</u>	<u>Parkside</u> <u>(Family)</u>	<u>Subtotal</u>	
2006	30	41	71	92	25	117	188
2007	43	237	280	91	98	189	469
2008	38	171	209	176	68	244	453
2009	2	98	100	136	34	170	270
2010	59	68	127	38	22	60	187
2011	68	45	113	2	17	19	132
2012	48	14	62	16	51	67	129
2013 (a)	32	13	45	78	60	138	182
2014	15	1	16	17	13	30	46
2015	65	0	65	37	57	94	159
2016	38	0	38	47	78	125	163
2017	19	0	19	32	37	69	88
Total	457	688	1,144	762	560	1,322	2,466

(a) Within the District, the earliest close date shown is July 12, 2006 and the latest is June 30, 2017.

(b) Within District No. 1, the earliest close date shown is August 14, 2006 and the latest is June 30, 2017.

TABLE 13
SINGLE-FAMILY HOMES UNDER CONSTRUCTION (a)

	<u>Sun City</u> <u>(Senior)</u>	<u>Parkside</u> <u>(Family)</u>	<u>Total</u>
District No. 1	33	40	73
District No. 2	8	0	8
Total	41	40	81

(a) Homes under construction as of June 30, 2017.

District No. 1

District No. 1 is comprised of approximately 7,900 acres, and is adjacent to the District. Approximately 27% of District 1 is comprised of Anthem and the remaining 73% of District No. 1 is outside Anthem, but within Merrill Ranch, and was originally owned by Merrill Ranch Investments, LLC. However, in 2009, Merrill Ranch Investments, LLC filed for protection under the Bankruptcy Code, but ultimately was unable to confirm a plan of reorganization and all but approximately 133 acres of Merrill Ranch (other than that portion in Anthem owned by Pulte) was sold to other owners. SWVP Merrill Ranch, referenced above, purchased approximately 6,700 acres from Merrill Ranch Investments, LLC. It is anticipated that SWVP Merrill Ranch will hold such property for future sale. SWVP Merrill Ranch also owns certain property in Anthem in the District. Another purchaser was Curis Resources (Arizona), Inc. (“Curis Resources”), a subsidiary of a Canadian mining company known as Hunter-Dickinson, Inc. Curis Resources subsequently changed its name to Florence Copper, Inc. which has been purchased by another Hunter-Dickinson entity known as Taseko Mines, Limited. Such subsidiary purchased approximately 1,182 acres and is seeking the governmental and regulatory approvals necessary to undertake an injection mining technique on a portion of the property it owns and/or leases that is located southeast of Anthem. However, such mining activity is not allowed by the general plan for the Town or the applicable zoning classification, and the Town

has filed suit in Superior Court seeking a declaration that any mining or related activities on Curis' private property is illegal or is limited in scope to the historic extent of exploratory activities related to the feasibility of mining the deposit through the proposed technique. In addition, the Town, Johnson Utilities, L.L.C. ("Johnson Utilities") and Pulte all have opposed such proposed mining operations and SWVP Merrill Ranch is actively taking steps to stop any proposed mining operations by appealing certain Arizona Department of Environmental Quality approvals that applied to certain land leased by Curis Resources from the Arizona State Land Department. The United States Environmental Protection Agency has not yet approved any proposed mining or related activities. The Town Council has also adopted a resolution to condemn any mining or related activities should the court ultimately determine that such activities may be legal. Regardless, there can be no assurance such mining activity will be prohibited by the Town and such activity, if permitted, may have an adverse impact on home sales in Anthem. Except as described above in this paragraph, the land within District No. 1, but outside Anthem, is not currently being developed and it is unlikely to be developed in the near future.

Planned Future Development

Additional off-site and on-site improvements planned for the future within the District which are not funded or acquired with proceeds of the Bonds may be funded through cash flow from land and home sales, third party loans and/or the financial resources of Pulte. The security for the Bonds relies on the market (assessed) value of the land within the District, which value is affected by the ability of Pulte or subsequent District property owners to develop the property within the District.

The portion of the public roadways and storm drainage improvements and other Public Infrastructure planned by Pulte that is not financed with Bond proceeds is intended to be completed in phases in the future as market demand warrants. The total estimated cost of the Public Infrastructure in the District is greater than the amount available from proceeds of the sale of the Bonds and Pulte intends to fund the balance of the cost of the Public Infrastructure on its property when, and if constructed. There can be no assurance as to when such future development will occur, if at all.

Except for a portion of water and sanitary sewer provided by Johnson Utilities, municipal services within Merrill Ranch, including police and fire, are provided to residents in the normal course of operations by the Town. Cable television and telephone service are currently offered and/or provided to Anthem by Cox Cable and CenturyLink, respectively.

Utilities

The portion of Anthem within the District, along with certain other portions of Merrill Ranch, are within the certificated service area of Johnson Utilities and receives water and wastewater service from Johnson Utilities pursuant to a Master Utility Agreement for Water and Wastewater Facilities between Johnson Utilities and Pulte. Under the Master Utility Agreement, the portion of the Project comprising Anthem at Merrill Ranch must pay hook-up fees for each residential unit serviced by Johnson Utilities and Pulte has advanced certain hook-up fees to Johnson Utilities on this basis. The Master Utility Agreement provides that Johnson Utilities will provide the above-referenced utility service and will repay Pulte for the construction of certain "backbone" infrastructure necessary to serve those portions of the Project in the District. Pulte plans to construct such infrastructure according to a schedule that will allow homes constructed by Pulte in the District to receive sewer and water service as and when required.

With respect to water supply, Johnson Utilities is designated as having an assured water supply for a certain number of residential units. Under the Master Utility Agreement, Johnson Utilities agrees to reserve available assured water capacity for the development of all of the residential units within the District. An assured water supply means that sufficient water of adequate quality will be continuously available to satisfy the water needs of the proposed use for at least 100 years, that any projected groundwater use is consistent with the water management plan approved by the Arizona Department of Water Resources ("ADWR") and that the developer or others have demonstrated to ADWR that they have the financial ability to construct the delivery system and any necessary treatment works. The Town has agreed to take all reasonable steps to assist Pulte in connection with any applications for certificates of assured water supply for those areas and to enter into contracts as reasonably required with the Central Arizona Groundwater Replenishment District in order for the area to qualify as "member land" under applicable Arizona law. The assured

water supply designation or a certificate of assured water supply, which can be terminated or modified by ADWR should circumstances warrant, is a necessary condition to the ability to plat, construct and sell homes within the District.

Johnson Utilities has completed construction of a wastewater treatment plant and Pulte has completed the majority of the backbone infrastructure, which will serve future expansion within the District, including the majority of the interceptor lines to service the District or which will serve future expansion within the District. Several additional sewer lines are required to complete the collection system within the District but construction of same is not required to service existing development. A water storage tank and supply well to serve the District have been constructed, tested and are in service. Associated water transmission lines and distribution mains as well as a second water storage tank and a related second well which will in part serve the District have also been completed.

Johnson Utilities is currently facing regulatory actions which may result in changes in the rates charged to customers. In addition, certain principals of Johnson Utilities are currently being prosecuted under criminal bribery statutes. While there can be no assurance that such matters will not impact the operations of Johnson Utilities, to date, water and sewer service in the District continue to be provided in the normal course.

PULTE

The information contained in the following section relates to and has been obtained from Pulte, unless otherwise sourced or noted, and neither the District nor the Underwriter has made any independent investigation regarding the accuracy or completeness thereof.

Pulte Home Company, a Michigan limited liability company, as successor to Pulte Home Corporation, is a wholly-owned subsidiary of PulteGroup, Inc., (www.pultegroup.com), which is a publicly traded company listed on the New York Stock Exchange (NYSE). PulteGroup, Inc., is subject to the informational requirements of the Securities Exchange Act of 1934, and in accordance therewith files the Filings with the Commission, which may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington D.C. 20549 and Northwestern Atrium Center, 400 W. Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of the Filings can be obtained from the public reference section of the Commission at 450 Fifth Street, N.W., Washington D.C. 20549 at prescribed rates. In addition, the Filings may also be inspected at the offices of the NYSE at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at <http://www.sec.gov>.

RISK FACTORS

THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS IN INVESTING IN THE BONDS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION. INVESTMENT IN THE BONDS SHOULD BE MADE ONLY AFTER CAREFUL EXAMINATION OF THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incident to real estate investments and development including those described herein.

Construction of houses on the remaining lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural

trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the owners of such land. Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the development must come from the Town, over which the District has no control.)

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate development and construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for Pulte.

Competition from Other Developments

The residential development business, particularly with respect to communities such as Anthem, is highly competitive in the Pinal County, Arizona area. The business of merchant builders building in the District will face competition from a number of competitors in the Town and other developments throughout the surrounding area, many of which offer or intend to offer lots and parcels to a similar target market. In addition, if SWVP Merrill Ranch sells its remaining Property, Pulte could face competition from other builders within Anthem. **{Note: SWVP has sold unites 41 through 51 to another developer/investor.}**

Assessed Valuation of Property

The District's ability to retire the indebtedness evidenced by the Bonds solely from ad valorem property taxes is dependent upon the development and maintenance of an adequate tax base from which the District may collect revenues. The District's ability to achieve a tax base adequate to generate ad valorem property tax revenues for timely payment of the Bonds will depend upon the continued and successful development of Anthem. The District faces competition from other residential developments in surrounding areas. Such competition may adversely affect the rate of development within the District. Many unpredictable factors could influence the actual rate of construction within the District, including the prevailing interest rates, availability of funds, market and economic conditions generally, supply of housing in the greater Phoenix metropolitan area, construction costs, labor conditions, access to building supplies, availability of water and water taps, availability and costs of fuel and transportation costs, among other things.

It is anticipated that the assessed valuation of the District Land will increase if and as the development of the Project continues. However, changes in the future assessed valuation of the District Land may reduce the willingness of landowners to pay the ad valorem property taxes securing the Bonds or adversely affect the interest of potential buyers of such property. See also "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District."

Concentration of Ownership; Subsequent Transfers

Pulte owns a large portion of the taxable property within the District and is responsible for paying the ad valorem property taxes on its District Land. There can be no assurance that Pulte or future developers or homebuilders will have the financial capability to continue and complete development of the Project. None of the District, the Underwriter or the Town has reviewed the financial resources or development capabilities of Pulte to develop its property or sell it to others for development, or the capability of Pulte to pay ad valorem property taxes as they come due. No assurances can be given that Pulte or any subsequent District property owner will have the necessary financial resources to pay ad valorem property taxes as they come due. See "ANTHEM – Planned Future Development."

Failure or Inability to Complete Proposed Project

The continuing development and successful completion of the Project is contingent upon construction or acquisition of major public improvements, such as arterial streets, water distribution facilities, wastewater collection and transmission facilities, drainage facilities, telephone and electrical facilities, recreational facilities and street lighting, as well as local in-tract improvements. If Pulte or other developers or, as applicable, the Town are unable to complete these additional improvements, the ability to sell lots in the Project would be affected adversely.

No assurances can be given that any of the developers will be able to obtain on a continuing basis the financing necessary to pay for required development costs. Cash generated from the sale of land within the District is expected to fund a substantial portion of the costs of the development. However, the cost of these additional improvements plus the public and private in-tract, on-site and off-site improvements would increase the public and private debt for which all or portions of the District Land is security. See "-- Direct and Overlapping Indebtedness" below.

The Project may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability of utilities and the development of environmental problems with such land. See "-- Availability of Utilities" below. While Pulte has entered into development agreements with the Town, addressing, among other things, the vesting of zoning approvals necessary to develop the Project, development within the District could nevertheless be affected by changes in governmental policies and laws, including, but not limited to, governmental policies and laws to restrict or control development. (Any approvals needed in the future for the development of the Project must come from the Town, over which the District has no control.) Land development within the District also could be affected by competition from other residential developments in surrounding areas. A slowdown of the development process and the related absorption rate within the Project because of any or all of the foregoing could affect adversely land values and impair the developers' ability to finance the costs of development. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF LANDOWNERS TO PAY AD VALOREM PROPERTY TAXES AND COULD GREATLY REDUCE THE VALUE OF SUCH PROPERTY IN THE EVENT IT HAS TO BE FORECLOSED UPON.

A majority of the District Land is currently undeveloped and, if any or all of the foregoing occurs, would continue as such. Vacant land provides less security to the holders of the Bonds should it be necessary for the District to foreclose due to non-payment of ad valorem property taxes. An inability to develop the remaining land within the District will likely reduce the diversity of ownership on land within the District, making the owners of the Bonds more dependent upon timely payment of the ad valorem property taxes levied on the vacant property.

Availability of Utilities

Development and subdivision of the real property in the District is dependent upon having an assured water supply as determined by ADWR and applicable law. Water and wastewater service to the District will be provided by Johnson Utilities, which has received such a determination from ADWR. In addition, Johnson Utilities has agreed to reserve additional water supplies for this purpose. However, in the event ADWR subsequently revokes such determinations with respect to all or any portions of the District, the subdivision and sale of land in the District would be halted until the situation was resolved. None of the Town or Pulte expects such a situation to occur. Johnson Utilities is also seeking to expand the portion of the District within which it provides water and wastewater services. Johnson Utilities' application to expand its Certificate of Convenience and Necessity is currently before the Arizona Corporation Commission for decision. There can be no assurance that the expansion will be granted, or what the impact to the assured water supply of the Project will be if granted. In addition, Johnson Utilities is currently facing certain proceeding and its owner is facing certain criminal proceeding. There can be no assurance that such proceedings will not have a negative impact on the provision of water and sewer service. See "ANTHEM – Utilities."

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District.” Such valuation and particularly decreases therein may reduce the willingness of landowners to pay the ad valorem taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness

The willingness or ability of owners of land in the District to pay their ad valorem taxes could be affected by the existence of other taxes and assessments imposed upon the property, including any assessments for the District’s Special Assessment Obligations (Assessment Areas One, Two, Three, Four, Five and Six). The District and other political subdivisions, such as the State, the County, the Town, the local community college and Florence Unified School District No. 1 of Pinal County, Arizona, etc., whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional ad valorem taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in “OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS” above). The lien created on the property within the District by the levy of additional ad valorem taxes would be on a parity with the lien for the ad valorem taxes securing the Bonds. In addition to such public debt payable from ad valorem taxes, the Town has approved the formation of Assessment Areas One through Six within a portion of the District with the authority to issue assessment bonds with a lien on the real property in that portion of the District subordinate to that of the Bonds. See “ANTHEM – Planned Future Development.”

The imposition of additional parity liens, or junior liens in the case of, for instance, special assessments, may reduce the ability or willingness of the landowners to pay the ad valorem taxes securing the Bonds as well as, in the case of failure of payment thereof, the existence of buyers of such property at any foreclosure sale for purposes of paying such taxes. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District.”

From time to time, there are legislative proposals in the Arizona Legislature that, if enacted, could alter the basis on which ad valorem taxes (including those that secure the Bonds) are assessed, levied and collected and which could affect, among other things, the distribution of the amount of taxes that various classifications of property may be obligated to pay. It cannot be predicted whether or in what form any such proposals might be enacted or whether, if enacted, they would affect the Bonds or other obligations issued prior to their enactment.

Bankruptcy and Foreclosure Delays

The payment of the ad valorem taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, ad valorem taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the ad valorem taxes securing the Bonds, bankruptcy of a property owner could result in a delay in the foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District -- Delinquent Tax Procedures.”

It should be noted that in the event of a bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the “Bankruptcy Code”), the law is currently unsettled as to whether a lien can be attached against the taxpayer’s property for property taxes levied during the pendency of the bankruptcy proceedings. Such taxes might constitute an unsecured and possible non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on a pro rata basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact the bankruptcy of a property owner might have on the ability of the District to collect ad valorem taxes levied on that property before or during the bankruptcy proceedings. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover any claim against the debtor or its estate that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the stay may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor in bankruptcy would be subject to the stay of bankruptcy court. Furthermore, "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections become uncertain.

In the event none of the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. Neither the District, the Underwriter or their respective agents or consultants have undertaken any independent investigation of the operations and financial condition of any of the property owners in the District, nor have they assumed responsibility for the same.

In addition, the various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Cancellation of Contracts

The State, its political subdivisions, including the District, or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, including the District or any of the departments or agencies of either is, while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. While neither the District nor Pulte knows of any facts or circumstances currently in effect which would entitle the District to cancel any contracts entered into in connection with the organization and development of the District, nevertheless the cancellation of any material contracts entered into by the District and Pulte may adversely affect the Bonds.

Tax Risks

As discussed under "TAX MATTERS" below, interest on the Bonds could become includable in gross income of the owners thereof for purposes of federal income taxation retroactive to the date the Bonds were issued if the District acts or fails to act in a manner which violates its covenants in the Bond Resolution. In that event, the Bonds are not subject to special redemption and will remain outstanding on a taxable basis until maturity or until redeemed in accordance with the redemption provisions contained in the Bond Resolution.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is in the early phases. Circumstances could change as the development process continues and other issues are raised or new developers or owners become involved. Accordingly, Pulte anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained hereinabove may not accurately reflect the future

conditions relating to the development of the District; however, Pulte does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Environmental Matters

Property in the District will be subject to risks arising out of environmental, archaeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values resulting from any contamination on the site or from the proximity of the site to other contaminated areas; or discovery of archaeological artifacts located on the site or in the vicinity of the site; discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Endangered Species Act and the National Historical Preservation Act. In addition, development may require approvals and actions under the Clean Water Act and the National Environmental Protection Act may limit, delay or change materially the number and type of development on the site.

Projections

Included in this Official Statement are various projections. The projections are based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which are believed to be significant and which are not within the control of the District or Pulte may also exist. There are usually differences between projections for lot closings, completion dates, completion costs and other items and actual lot closings, completion dates, completion costs and other items, because the lot closings, completion dates, completion costs and other items frequently do not occur as expected, and those differences may be material. There can be no assurances that the various projections set forth in this Official Statement can be achieved.

Forward-Looking Statements

This Official Statement contains certain “forward-looking” statements, including information about property values that are “forward-looking” statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements should be considered in light of the information provided under this section and in the other portions of this Official Statement. Although it is believed that the forward-looking statements are reasonable they could prove to be inaccurate.

The Underwriter makes no representation as to the accuracy of the projections contained herein nor as to the assumptions on which the projections are based.

The Bonds will be secured solely by ad valorem property taxes generated within the District. Anyone considering investing in the Bonds should carefully examine this Official Statement, including the Appendices hereto.

LITIGATION

At the time of delivery and payment for the Bonds, appropriate representatives of the District will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, overtly threatened against the District affecting the existence of the District, or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Resolution, or the collection or application of any revenues providing for the payment of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, any action of the District contemplated by any of the said documents, or the collection or application of the revenues provided for the payment of the Bonds, or in any way contesting the

completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the District or its authority with respect to the Bonds or any action of the District contemplated by any of said documents.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Board has designated the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”), which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. The Board, through one or more of its representatives, will represent and warrant that it does not reasonably anticipate that the aggregate amount of qualified tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2017 will exceed \$10,000,000.

TAX MATTERS

The Code includes requirements which the District must continue to meet with respect to the Bonds after the issuance thereof in order that interest on the Bonds not be included in gross income for federal income tax purposes. The District’s failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Bond Resolution to take the actions required by the Code in order to maintain the excludability from federal gross income of interest on the Bonds.

In the opinion of Bond Counsel, rendered with respect to the Bonds on the date of issuance of the Bonds, assuming continuing compliance by the District with the tax covenants referred to above and relying upon certain representation of Pulte with respect to development of the District land, under existing statutes, regulations, rulings and court decisions, interest on the Bonds will be excludable from gross income for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is further of the opinion upon the date of issuance of the Bonds that the interest thereon is exempt from income taxation under the laws of the State.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds or, in the case of a financial institution, that portion of an owner’s interest expense allocable to interest on a Bond; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including the interest on the Bonds; (iii) the inclusion of interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive investment income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion in gross income of interest of the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these other tax consequences.

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether,

if enacted, any such proposal would apply to the Bonds. If enacted into law, such legislative proposals could affect the market price or marketability of the Bonds. Prospective purchasers of the Bonds should consult their tax advisers as to the impact of any proposed or pending legislation.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Bonds as indicated on the inside front cover page of this Official Statement ("Discount Bonds"), may be offered and sold to the public at an original issue discount ("Original Issue Discount"). Original Issue Discount is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Section 1273 or 1274 of the Code. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, Original Issue Discount accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of Original Issue Discount that accrues during the period of ownership of a Discount Bond (i) will be interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) will be added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Bonds as indicated on the inside front cover page of this Official Statement ("Premium Bonds"), may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity in the case of the "Noncallable Premium Bonds" or their earlier call date in the case of the "Callable Premium Bonds." The difference between the principal amount payable at maturity of the Noncallable Premium Bonds and the tax basis of a Noncallable Premium Bond to a purchaser and the difference between the amount payable at the call date of the Callable Premium Bonds that minimizes the yield to a purchaser of a Callable Premium Bond and the tax basis to the purchaser (in either case, other than a purchaser who holds a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) will be "bond premium." For federal income tax purposes, bond premium is amortized over the period to maturity of a Noncallable Premium Bond and over the period to the call date that minimizes the yield to a purchaser of a Callable Premium Bond. A purchaser of a Premium Bond will be required to decrease his or her adjusted basis in the Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to each taxable year will be determined at a constant interest rate compounded actuarially. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond.

Owners of the Discount Bonds and the Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of Original Issue Discount or bond premium properly accruable or amortizable in any period with respect to the Discount Bonds or the Premium Bonds and as to other federal tax consequences, and the treatment of Original Issue Discount and bond premium for purposes of state and local taxes on, or based on, income.

Information Reporting and Backup Withholding

Interest paid on bonds such as the Bonds is subject to information reporting to the Internal Revenue Service. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to “backup withholding” at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds. This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner’s social security number or other taxpayer identification number (“TIN”), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other “reportable payments” as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner’s securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisers with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

RATING

S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“S&P”) has assigned a rating of “___” to the Bonds. Such rating reflects only the view of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such rating may be revised or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The District has covenanted in its continuing disclosure certificate that it will file notice of any formal change in any rating relating to the Bonds. See “CONTINUING DISCLOSURE” and APPENDIX C – “FORM OF SERIES 2016 CONTINUING DISCLOSURE UNDERTAKING” herein.

BOND INSURANCE AND RELATED RISK FACTORS

The District intends to apply, or has applied, to bond insurance companies (each a “Bond Insurer”) for a municipal bond insurance policy (the “Policy”) for the Bonds to guarantee the scheduled payments of principal of and interest on the Bonds. A commitment to provide the Policy has not been issued, and representatives of the District have yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

If the District ultimately determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from ad valorem property taxes as described under “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.” In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer’s financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

LEGAL MATTERS

Legal matters incident to the issuance of the Bonds and with regard to the tax-exempt status of the interest thereon are subject to the legal opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, a form of which is included herein as APPENDIX B. See “TAX MATTERS.” Signed copies of the opinion, dated and speaking only as of the date of delivery of the Bonds, will be delivered upon the initial delivery of the Bonds. Certain legal matters will be passed upon with respect to the District by Greenberg Traurig, LLP, Phoenix, Arizona; for the Underwriter by its counsel, Squire Patton Boggs (US) LLP; and for Pulte by Berens Blonstein PLC, Scottsdale, Arizona.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issue explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer of guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

UNDERWRITING

The Bonds will be purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) at an aggregate purchase price of \$_____, pursuant to a purchase contract (the “Purchase Contract”) entered into by and between the District and the Underwriter. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter’s compensation will be \$_____. The Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed, from time to time, by the Underwriter.

RELATIONSHIP AMONG PARTIES

Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, and Squire Patton Boggs (US) LLP, counsel to the Underwriter, have each acted as bond counsel in other transactions underwritten by the Underwriter and have each acted as Underwriter’s counsel to the Underwriter in other transactions. Greenberg Traurig, LLP and Squire Patton Boggs (US) LLP have also acted as bond counsel and/or underwriter’s counsel with respect to bonds issued by the Town and other overlapping political subdivisions.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 of each year, commencing February 1, 2018 (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The method of filing of, and specific nature of the information to be contained in, the

Annual Reports and in the Notices of Listed Events are set forth herein in APPENDIX C - "FORM OF SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING" which includes the form of undertaking which will be executed by the District with respect to the Bonds.

These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. The ability of the District to comply with such covenants will be subject to the annual appropriation of funds, sufficient to provide for the costs of compliance for such covenants. Should the District not comply with such covenants, it has covenanted to provide notice of such fact as it would for a Notice of Listed Event. A failure to provide continuing disclosure may adversely affect the transferability and liquidity of the Bonds and their market price.

The District did not file certain operating data as required. The District's annual reports for fiscal year ended June 30, 2012, did not contain a portion of the required identity of each entity responsible for 5 percent or more of the assessment levied in _____ and delinquent in payment or the remaining authorizations (Authorized but Unissued General Obligation Bonded Debt of Overlapping Entities). The District filed this information on May 3, 2016. The otherwise timely filing of the comprehensive annual financial reports were not linked to all then-outstanding individual CUSIP numbers, without notice of late filing. *[Working to get CUSIPs linked to filings.]*

The District has implemented procedures to facilitate compliance with the prior undertakings, the Continuing Disclosure Undertaking related to the Obligations and future similar undertakings.

CONCERNING THE OFFICIAL STATEMENT

Documents delivered with respect to the Bonds will include a certificate to the effect that, to the knowledge of the District after appropriate review, the descriptions and statements contained in this Official Statement were, at the date of this Official Statement and at the time of the initial delivery of the Bonds, true, correct and complete in all material respects and did not contain any untrue statements of material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading and that no event has occurred since the date of this Official Statement that should be described herein for the purpose for which this Official Statement is to be used or which it is necessary to disclose herein in order to make the statements and information herein not misleading in any material respect.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All financial and other information in this Official Statement has been derived by the District from official records and other sources and is believed by the District to be accurate and reliable. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

**MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2**

By _____
Chairperson, District Board

INFORMATION REGARDING THE TOWN OF FLORENCE, ARIZONA

The following information regarding the Town is provided for reference only. No attempt has been made to determine what part, if any, of the data presented is applicable to the District, and consequently no representation is made as to the relevance of the data to the District or to the repayment of the Bonds. THE BONDS ARE NOT OBLIGATIONS OF THE TOWN. The Bonds are direct obligations of the District, payable solely from ad valorem taxes levied against all taxable property in the District, limited as described under the heading “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” in this Official Statement.

General

The Town is the seat of the County, was founded in 1866 and was incorporated in 1908. The Town is located approximately 60 miles from the City of Phoenix, Arizona to the northwest and 70 miles from the City of Tucson, Arizona to the south.

The following table illustrates respective population statistics for the Town, the County and the State.

POPULATION STATISTICS

	Town of Florence	Pinal County	State of Arizona
2016 Estimate (a)	25,679	413,312	6,835,518
2010 Census	25,536	375,770	6,392,017
2000 Census	14,466	179,727	5,130,632
1990 Census	7,321	116,397	3,665,339
1980 Census	3,391	90,918	2,716,546
1970 Census	2,173	68,579	1,775,399

Source: Arizona Department of Economic Security, Population and Statistical Unit.

(a) Estimate as of July 1, 2016 (released December 2016).

Municipal Government and Organization

The Town Council consists of a Mayor and six council members. The Mayor serves a four-year term and the six council members serve four-year terms. Both are elected at large on a non-partisan basis.

The Town provides numerous services including police, fire protection, emergency medical, a County visitor center, a Town visitor center, a municipal fitness center, two museums, one library, three parks, one swimming pool, several softball fields, tennis courts and a golf course, as well as water, wastewater, and sanitation services. Electricity is provided by Arizona Public Service Company, Salt River Project and the San Carlos Irrigation Project; gas is provided by Southwest Gas Corporation and the City of Mesa; and telephone and internet service is provided by CenturyLink and Cox Communications. Water and wastewater services are provided by Johnson Utilities.

Employment

The Town is home to both the County government complex and the Arizona State Prison. The agricultural products of cotton, cattle, grains and grapes also contribute to the Town's economy. In January 1978, the Town was selected for inclusion in the Main Street Program sponsored by the National Trust for Historical Preservation, a public/private partnership program designed to help communities revitalize their central business districts. The Town's year-round sunshine, warm climate and clean air also make the Town a popular location for retirees.

MAJOR EMPLOYERS Town of Florence, Arizona

Employer	Description	Approximate Number of Employees
State of Arizona	Government	2,110
Pinal County	Government	1,910
Correctional Corporation of America	Detention centers	910
DHS/ICE/DOJ – Federal Government	Federal government	590
Florence Schools	Education	480
GEO – Private Prison System	Detention centers	320
Town of Florence	Government	180

Source: The Town Comprehensive Annual Financial Report for the fiscal year ended June 30, 2016.

The following table illustrates unemployment averages for the Town, the County, the State and the United States of America.

UNEMPLOYMENT RATE AVERAGES (a)

Calendar Year	Town of Florence	Pinal County	State of Arizona	United States of America
2017 (b)	5.1%	5.1%	4.8%	4.5%
2016	6.2	5.5	5.3	4.9
2015	7.1	6.3	6.1	5.3
2014	8.3	7.2	6.4	6.2
2013	18.1	8.6	8.0	7.6
2012	18.5	8.9	8.3	8.1

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data through May 2017.

Source: Arizona Office of Unemployment and Population Statistics, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates the past five years of municipal privilege tax collections for the Town.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
Town of Florence, Arizona
(\$000s omitted)

<u>Fiscal Year</u>	<u>Amount</u>
2015/16	\$4,280
2014/15	3,597
2013/14	4,084
2012/13	3,613
2011/12	3,733

Source: Arizona Department of Revenue.

Education

Florence Unified School District No. 1 of Pinal County, Arizona provides the Town with regular and special education in grades K – 12. Post-secondary education is provided by the three campuses of the two-year community college, Central Arizona College. Signal Peak Campus is located 18 miles west of the Town and offers student housing and day care services. Aravaipa Campus, near Winkelman, Arizona, and Superstition Mountain Campus, near Apache Junction, Arizona, serve as commuter campuses.

Transportation

The Town is served by the Coolidge Municipal Airport located 11 miles southwest of the Town. The airport offers two lighted and paved runways – a main runway of 5,590 feet long by 15 feet wide for use by smaller jet aircrafts and a second runway of 3,750 feet long by 75 feet wide for use by the Arizona Skydiving operation. Both Jet-A and AVGAS fuel and minor technical support are provided at the airport by a Fixed Base Operator.

The Town is accessible via Interstate 10 to the west and State Route 79 from the north and south as well as State Route 287 and Hunt Highway.

FORM OF LEGAL OPINON OF BOND COUNSEL

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

District Board
 Merrill Ranch Community Facilities District No. 2
 c/o Town of Florence, Arizona
 775 North Main Street
 Florence, Arizona 85232

Re: Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General
 Obligation Bonds, Series 2017

We have acted as Bond Counsel in connection with the issuance by Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the "Issuer") of bonds designated "General Obligation Bonds, Series 2017" (hereinafter referred to as the "Bonds"). The Bonds are dated the date hereof, mature on July 15 of the following years in the following respective principal amounts, bear interest from the date hereof, or from the most recent interest payment date to which interest has been paid or duly provided for, until maturity or prior redemption, at the following respective interest rates, payable on January 15, 2018, and each January 15 and July 15 thereafter and are subject to redemption as described therein:

<u>Year of</u> <u>Maturity</u>	<u>Principal</u> <u>Amount Due</u>	<u>Interest</u> <u>Rate</u>
2018	\$_____,000	_____%
2042	_____,000	_____

We have examined, and in rendering the opinions herein have relied upon, original or certified copies of the proceedings had in connection with issuance of the Bonds; certifications made by officers of the Issuer relating to, among other things, the expected use of proceeds of the sale of the Bonds and certain other funds of the Issuer and to certain other facts within the knowledge and control of such officers; representations made by the officers of Pulte Home Company (hereinafter referred to as "Pulte"), as to plans to develop land owned within the boundaries of the Issuer and such other material and matters of law as we deem relevant to the matters discussed herein below. In such examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies and the accuracy of the statements contained in such certifications and representations. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings, certifications, representations, material and matters.

We are of the opinion, based upon such examination and subject to the reliances, assumptions and exceptions hereinabove and hereinafter set forth, that, under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Bonds are valid and legally binding obligations of the Issuer payable from the sources, and enforceable in accordance with the terms and conditions, described therein, except to the extent that the enforceability thereof and provisions for the security therefor may be affected by

bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity.

2. The Issuer is to annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property within the boundaries of the Issuer, sufficient, together with any moneys from the sources described in Section 48-717, Arizona Revised Statutes, as amended, to pay debt service on the Bonds when due.

3. Subject to the reliance and assumption stated in the last sentence of this paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. (We express no opinion regarding other federal tax consequences resulting from the receipt or accrual of interest on, or ownership or disposition of, the Bonds.) The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the Issuer and Pulte must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the Issuer or Pulte to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. Officers of the Issuer and Pulte have either indicated their compliance with, or covenanted to take the actions required by, applicable provisions of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. In rendering the opinion expressed hereinabove, we have relied on certifications of officers of the Issuer and Pulte with respect to certain matters necessary for, and have assumed continuing compliance with certain covenants by the Issuer and Pulte included in, respectively, the resolution authorizing the issuance of the Bonds and a District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of December 1, 2005, by and among the Issuer, the Town of Florence, Arizona, Pulte and Pulte Development Corporation (which are, as to their enforceability, subject to the same exceptions described in paragraph 1 hereinabove) that must be met after the issuance of the Bonds in order that, interest on the Bonds not be included in gross income for federal tax purposes.

4. The interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. (We express no opinion regarding other State tax consequences resulting from the receipt or accrual of interest on, or ownership or disposition of, the Bonds.)

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligations to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

FORM OF SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING

\$1,975,000
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017

CONTINUING DISCLOSURE UNDERTAKING

This Undertaking is executed and delivered by Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the “Issuer”), in connection with the issuance of the captioned municipal securities (hereinafter referred to as the “Securities”) for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

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

“Authorizing Documents” shall mean the resolutions authorizing the issuance of the Securities.

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

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

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

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

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

Section 2. Contents and Provision of Annual Reports.

(a) (i) Subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the Dissemination Agent to, not later than February 1 of each year, commencing February 1, 2018, provide through EMMA an Annual Report which is consistent with the requirements of subsection (b) of this Section.

* *Subject to change.*

(ii) If the Issuer is unable or for any other reason fails to provide an Annual Report or any part thereof by the date required in subsection (a)(i) of this Section and subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the Dissemination Agent to, send a notice pursuant to Section 3 below.

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

(A) Information of the type in TABLES 2 (Real and Secured Property Taxes Levied and Collected), 3A (Net Limited Assessed Property Value by Property Classification), 4 (Net Limited Assessed Property Value of Major Taxpayers), and 5A (Comparative Net Limited Assessed Property Values) of the Official Statement, dated _____, 2017, with respect to the Securities as well as with respect to tax collections and delinquencies in the preceding tax year of the Issuer.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. (The Issuer does not currently obtain audited financial statements.) ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

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

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

Section 3. Notice of Listed Events and Failure to Provide Annual Report.

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;
- (vii) Modifications to rights of Bondholders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of Securities, if material;
- (xi) Rating changes;

- (xii) Bankruptcy, insolvency, receivership or similar event of Issuer;

Note: for the purposes of the event identified in paragraph (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

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

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

- (b) The Issuer agrees to provide or cause to be provided to the MSRB through EMMA, in a format prescribed by the MSRB and subject to annual appropriation of funds sufficient to provide for the costs thereof, not later than ten business days of the occurrence of a Listed Event; except that for the events (ii), (vii), (x), (xiii) and (xiv), listed in the definition of Listed Events, the Issuer will provide such notice if it determines that such event would be material under applicable federal securities laws:

- (i) notice of the occurrence of any Listed Events with respect to the Securities; and
- (ii) notice of its failure to provide or cause to be provided the Annual Report on or before the applicable filing date.

Notwithstanding the foregoing, notice of Listed Events consisting of Bond calls or defeasances need not be given under this subsection any earlier than date on which the notice of the underlying event is given to the registered owners of affected Securities pursuant to the Authorizing Documents, and notice of the occurrence of a mandatory, scheduled redemption, not otherwise contingent upon the occurrence of an event, is not required if the terms of the redemption under which the redemption is to occur are set forth in detail in the Official Statement and the only open issue is which Securities will be redeemed in the case of a partial redemption.

Section 4. Termination of Reporting Obligation.

The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. Subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the dissemination agent to, give notice of such termination through EMMA as soon as practicable, but not later than the date an annual report would otherwise have been due.

Section 5. Amendment or Waiver. Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived; provided, however, that no amendment or waiver may take effect unless the following conditions are satisfied:

- (a) the amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "Obligated Person" (within the meaning of the Rule) with respect to the Securities, or the type of business conducted;

- (b) this Undertaking, as amended or taking into account such waiver, in the opinion of counsel of national reputation experienced in bond or federal securities law selected by the Issuer, would have

complied with the requirements of the Rule at the time of the original issuance of the Securities, taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either (i) is approved by the registered owners of the Securities in the same manner as provided in the Authorizing Documents for amendments to the Authorizing Documents with the consent of registered owners of the Securities, or (ii) does not materially impair the interests of the Bondholders as determined by the opinion of counsel of national reputation experienced in bond or federal securities law unaffiliated with the Issuer but which may be selected by the Issuer, or as determined by another party unaffiliated with the Issuer (permitted under the Rule) but which may be selected by the Issuer.

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

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

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

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

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2

By _____
Chairperson, District Board

Closing Date: _____, 2017

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Registrar and Paying Agent for DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants” and together with the Direct Participants, the “Participants”). DTC has Standard & Poor’s rating of: “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the

Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but none the District, Pulte, Bond Counsel, the Underwriter or counsel to any of them takes no responsibility for the accuracy thereof.

§ _____
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017

PURCHASE CONTRACT

_____, 2017

District Board
Merrill Ranch Community Facilities District No. 2
c/o Town of Florence, Arizona
775 N. Main Street
Florence, Arizona 85232
Attention: District Manager

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, (the “Underwriter”) offers to enter into the following purchase contract (this “Purchase Contract”) with the Merrill Ranch Community Facilities District No. 2 (the “District”), which, upon the execution by the District, shall be binding upon the District and the Underwriter. This offer is made upon the terms and conditions and the basis of the representations, warranties and agreements set forth herein and is subject to acceptance by the District by execution and delivery of this Purchase Contract to the Underwriter on or before 11:59 P.M., Arizona time, on the date hereof, and, until so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District. The offer of the Underwriter is made by signing the signature line provided and delivering the signed page to the District. The acceptance is made by the District signing the signature line provided and delivering the signed page to the Underwriter.

In addition to acceptance of this Purchase Contract by the District, as provided above, the obligations of the Underwriter under this Purchase Contract shall be conditioned on receipt of an executed Indemnity Letter, dated the date hereof (the “Indemnity Letter”), from Pulte Home Company, LLC, a Michigan limited liability company (“Pulte”), the form of which is attached hereto as Exhibit A.

1. Purchase and Sale.

(a) The Underwriter shall purchase from the District, and the District shall sell to the Underwriter, all (but not less than all) of the \$ _____ aggregate principal amount of the Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General

Obligation Bonds, Series 2017 (the “Bonds”). The Underwriter has not previously made any final agreement with the District to purchase the Bonds in an offering within the meaning of the SEC Rule (as defined herein).

(b) The Bonds shall be dated as of the date of the initial delivery thereof, shall be in the aggregate principal amount of \$ _____, shall mature in the principal amounts on the dates or be redeemable, and shall bear interest at the rates with respect to each of such maturities, in each case as provided in Schedule I attached hereto. Interest on the Bonds shall be payable on January 15 and July 15 of each year, commencing January 15, 2018, and the Bonds shall have the other terms, all as provided in the resolution adopted by the District on _____, 2017 (the “Bond Resolution”).

The Bonds shall be purchased by the Underwriter for an aggregate purchase price of \$ _____ (consisting of the aggregate principal amount of the Bonds, plus [net] original issue premium of \$ _____, and less underwriting compensation of \$ _____ (which includes the fees and disbursements of counsel to the Underwriter)) (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the “Closing” and to be on _____, 2017, or on such other date, as well as at a time and place, as may be mutually agreeable to the Underwriter and the District). The Underwriter shall also be reimbursed for its expenses as provided in Section 8. The District hereby expressly acknowledges that such purchase price, if the Bonds are sold to the public at the approximate prices or yields set forth on Schedule I hereto and on the inside cover page of the Final Official Statement (as defined herein), shall result in remuneration to the Underwriter of \$ _____, which includes the fees and disbursements of Counsel to the Underwriter.

(c) (i) The purchase and sale of the Bonds pursuant to this Purchase Contract is an “arm’s-length,” commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the District or as a municipal advisor (with the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the District and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The Underwriter intends to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on Schedule I hereto and on the inside cover page of the Final Official Statement of the District relating to the Bonds, dated even date herewith (including all appendices thereto, the “Final Official Statement”) and may subsequently change such offering prices (or yields).

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on Schedule I hereto and on the inside cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(e) *Establishment of Issue Price.* (i) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(ii) [Except as otherwise set forth in Schedule II attached hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

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

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

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

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(iv) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. [The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.]

(v) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

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

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of

another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

(f) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants:

(i) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) this Purchase Contract has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the District, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Contract may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, “Creditors’ Rights Laws”); and

(iii) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the Municipal Securities Rulemaking Board (the “MSRB”) as a municipal securities dealer.

(g) By all necessary official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the distribution and use by the Underwriter of the Preliminary Official Statement of the District relating to the Bonds, dated _____, 2017 (including all appendices thereto, the “Preliminary Official Statement” and, together with the Final Official Statement, the “Official Statement”), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(h) The District has caused the Preliminary Official Statement to be prepared and hereby deems the Preliminary Official Statement to be “final” for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the “SEC Rule”).

2. Matters Relating to Official Statement.

(a) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE DISTRICT IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE DISTRICT IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the District of this Purchase Contract, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(b) The District shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the Rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Contract.

(c) The District authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Official Statement to EMMA.

(d) The Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the District and the Underwriter.

(e) During the period ending on the 25th day after the End of the Underwriting Period (as defined herein) or such other period as may be agreed to by the District and the Underwriter, the District (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the District, such event requires the preparation and distribution of a supplement or amendment to the Final Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments

and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(f) For purposes of this Purchase Contract, the “End of the Underwriting Period” is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the date of the Closing.

(g) The Underwriter shall provide to the District such information relating to the Bonds which is not within the scope of knowledge of the District (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Bonds dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Contract and with such other changes and amendments to the date thereof as have been accepted by the Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the District that the Final Official Statement is “final” for all purposes of the SEC Rule.

(h) The Bonds shall be as described in the Official Statement, and the District authorizes the use of the Official Statement in connection with the distribution and sale of the Bonds.

3. Representations and Warranties of the District. The undersigned on behalf of the District, but not individually, hereby represents and warrants that:

(a) the District is a community facilities district duly organized and validly existing pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the “Act”);

(b) the Board of the District (A) has duly adopted the Bond Resolution; (B) has authorized the Chairperson of the Board of the District to approve and execute the Final Official Statement on behalf of the District; (C) has duly authorized and approved the execution and delivery of, and the performance by the District of the obligations contained in, the Bonds, a written undertaking by the District to provide ongoing disclosure for the benefit of certain owners of the Bonds as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and Counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed in writing by the Underwriter (the “Continuing Disclosure Undertaking”), a bond registrar, transfer agent and paying agent contract with respect to the Bonds (the “Bond Registrar Agreement”) by and between the District, and _____, as such agent (the “Paying Agent”), the Letter of Representations, previously executed by the District (the “DTC Letter”) to The Depository Trust Company (“DTC”), a Dissemination Agency Agreement (the “Agency Agreement” and, together with this Purchase Contract, the Bond Registrar Agreement and the Undertaking, the “District Documents”) and this Purchase Contract, and (D) has duly authorized and approved the performance of the obligations of the District contained in the Bond

Resolution and the consummation of all other transactions contemplated by the District Documents and the Preliminary Official Statement;

(c) the District is not in material breach of or in material default under any applicable constitutional provision, material law or administrative regulation of the State or the United States of America (the “United States”) or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument material to its existence, operation or ability to meet its obligations as they come due to which the District is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the District;

(d) the District is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all material respects with the Bond Resolution and this Purchase Contract;

(e) the District has, and at the date of the Closing will have, full legal right, power and authority under the Bond Resolution and the Act (A) to enter into the District Documents, (B) to cause the Board of the District to adopt the Bond Resolution, (C) to deliver the Bonds to the Underwriter pursuant to the Bond Resolution as provided herein and (D) to carry out and consummate the transactions contemplated on its part by the Bond Resolution, the District Documents and the Official Statement, including the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds pursuant to Section 8 hereof;

(f) the District has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including the Arizona Department of Revenue, the Arizona State Treasurer’s Office and the Arizona Department of Administration, as applicable, with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the District of the obligations of the District pursuant to this Purchase Contract and pursuant to the other District Documents and the Bond Resolution;

(g) the Bonds, the Bond Resolution, and the District Documents shall conform to the descriptions thereof to be contained in the Official Statement;

(h) the Bonds, when issued, executed, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, shall be validly issued and outstanding ad valorem tax obligations of the District, entitled to the benefits of the Constitution and laws of the State, and the Bond Resolution, and all actions necessary to create a legal, valid and binding levy on all of the taxable property in the District of a direct, annual, ad valorem tax, unlimited as to amount or rate, sufficient to pay all the principal of and interest on the Bonds as the same become due, shall have been or shall be taken to the extent such action may be taken at or prior to the Closing;

(i) the execution and delivery of the Bonds, the District Documents, and the compliance with the provisions of each, shall not conflict with or constitute a material

breach of or default pursuant to any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the District is a party or to which the District is otherwise subject or to which any of the property of the District is otherwise subject because such property is property of the District;

(j) this Purchase Contract constitutes a legal, valid and binding obligation of the District enforceable in accordance with its terms; the District Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; and the Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the District enforceable in accordance with their terms; in all cases, except as the enforceability of this Purchase Contract and the other District Documents and the Bonds may be limited by Creditors' Rights Laws;

(k) except as otherwise described in the Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis therefor, (A) in any way affecting the powers of the District, the existence of the District or the title to office of any of the officials of the District, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, or the collection of the taxes levied or to be levied to pay the principal of and interest on the Bonds or the levy thereof, (C) in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution or the District Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement, (E) contesting the power of the District or the authority of the District with respect to the Bonds, the Bond Resolution or the District Documents, (F) questioning the status of the exclusion of interest on the Bonds from gross income for federal income taxation, or (G) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the District or would result in any material adverse change in the ability of the District to pay debt service on the Bonds;

(l) except as otherwise disclosed in the Official Statement, the District has been during the previous five years and is currently in compliance with continuing disclosure undertakings which the District has entered into pursuant to paragraph (b)(5) of the SEC Rule, if any; and

(m) the financial statements of the District contained in the Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applied to municipal corporations, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the District not otherwise disclosed in the Official Statement.

4. The District hereby agrees with the Underwriter that:

(a) unless the Final Official Statement is amended or supplemented pursuant to Section 3(g) hereof, at the time of the acceptance by the District of this Purchase Contract and at all times subsequent thereto, up to and including the End of the Underwriting

Period, the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(b) if the Final Official Statement is amended or supplemented pursuant to Section 3(g) hereof, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (iv) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the District included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) between the date of this Purchase Contract and the Closing, the District shall not issue any bonds, notes or other obligations for borrowed money payable from the same source of payment as the Bonds pursuant to the Bond Resolution, and subsequent to the respective dates as of which information is given in the Official Statement up to and including the Closing, the District has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriter; and

(d) the District shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate; provided, however, that the District shall not incur any additional expense with respect to such actions and further that the District shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing.

(e) The District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds.

5. Closing. At the Closing, the District shall cause the Bonds to be delivered to the Underwriter in definitive form, registered in the name of Cede & Co., as nominee of DTC pursuant to the DTC Letter, bearing CUSIP numbers (provided, however, that lack of such CUSIP numbers shall not relieve the Underwriter from its obligation under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds), duly executed and authenticated, together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Contract. The Underwriter shall accept such delivery and pay the purchase price for the Bonds as set forth in Paragraph 1 of this Purchase Contract in immediately available federal funds. Delivery and payment as aforesaid shall be made at DTC or, in the case of a “Fast Automated Securities Transfer,” with the Paying Agent through DTC,

or at such other place as may have been mutually agreed upon by the District and the Underwriter.

6. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained in this Purchase Contract and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of the obligations of the District pursuant to this Purchase Contract at or prior to the date of the Closing. Accordingly, the obligation of the Underwriter pursuant to this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds is subject to the performance by the District of the obligations of the District to be performed pursuant to this Purchase Contract and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriter of the following conditions, that:

(a) the representations, warranties and agreements of the District contained in this Purchase Contract shall be true, complete and correct on the date of this Purchase Contract and on and as of the date of the Closing, as if made on the date of Closing;

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

(c) at the time of the Closing, the District shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel and the Underwriter shall be necessary in connection with the transactions contemplated by this Purchase Contract, and all necessary action of the District relating to the issuance of the Bonds shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(d) the Underwriter may terminate the obligations of the Underwriter pursuant to this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of the election of the Underwriter to do so if at any time after the execution of this Purchase Contract and at or prior to the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each a "Termination Event"):

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

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

State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (A)(I) shall not apply if the Bonds are being issued as taxable bonds; or

(ii) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

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

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

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

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

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

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

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

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

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

date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended; or

Upon the occurrence of a Termination Event and the termination of this Purchase Contract by the Underwriter, all obligations of the District and the Underwriter under this Purchase Contract shall terminate, without further liability, except that the District and the Underwriter shall pay their respective expenses as set forth in Section 8(c) hereof.

(e) at or prior to the Closing, the Underwriter shall receive two copies of the transcript of all proceedings of the District relating to the authorization and issuance of the Bonds, certified, as necessary, by appropriate officials of the District, including, but not limited to, the following opinions, letters, certificates, and other documents:

(i) An unqualified approving opinion of Greenberg Traurig, LLP (“Bond Counsel”), as to the Bonds, dated the date of the Closing, addressed to the District and in substantially the form included in the Official Statement;

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

(iii) Opinion of BERENS BLONSTEIN PLC, as counsel to Pulte, dated the date of the Closing, addressed to the Underwriter and the District and in substantially the form attached hereto as Exhibit C;

(iv) An opinion of Squire Patton Boggs (US) LLP, counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter and in substantially the form attached hereto as Exhibit D;

(v) A certificate or certificates from Pulte, dated the date of the Closing, signed by authorized officials of Pulte and in substantially the form attached hereto as Exhibit E;

(vi) A certificate or certificates of the District, dated the date of the Closing, signed by an authorized official of the District and in form and substance satisfactory to Bond Counsel and counsel to the Underwriter, in which such official, to the best of his knowledge, information and belief, states:

(i) That the representations, warranties and covenants contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing;

(ii) That, except as described in the Official Statement, no litigation is pending or threatened before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds

thereof or the performance by the District of the provisions of the District Documents or the levy and receipt of ad valorem property taxes for payment of the Bonds, (B) in any way contesting or affecting the authority for, or the validity of, this Purchase Contract or the application of the proceeds of the Bonds, or (C) in any way contesting the existence or powers of the District;

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

(iv) That the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing with respect to issuance of the Bonds; and

(v) That the Official Statement is true, correct and complete in all material respects and does not include any untrue statement of a material fact or omit to state any material fact necessary to make such statements, in light of the circumstances under which such statements were made, not misleading and no event affecting the District has occurred since the date of the Official Statement that should be disclosed in the Official Statement that it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect;

(vii) A specimen of the Bonds;

(viii) A certified copy of the Bond Resolution;

(ix) A counterpart original of the Official Statement, manually executed on behalf of the District by the Chairperson of the district board of the District;

(x) A certificate of the District, in form and substance satisfactory to Bond Counsel, setting forth facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and any applicable regulations whether final, temporary or proposed), issued pursuant to the Code;

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

(xii) Evidence that the Bonds have been assigned a rating of "_____" by Standard & Poor's Financial Services LLC (the "Rating");

(xiii) An executed copy of each of the District Documents; and

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

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

If the District shall be unable to satisfy the conditions contained in this Purchase Contract or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract (except the warranties and representations of the District herein) shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except as further set forth in Section 8 hereof. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Contract and proceed with the Closing.

7. Expenses.

(a) The District shall pay or cause to be paid from the proceeds of the sale of the Bonds the expenses incident to the performance of its obligations hereunder, including but not limited to:

(i) the cost of compiling, printing, engraving or typewriting and mailing or delivering the definitive Bonds and the Preliminary Official Statement, the Official Statement, the Bond Resolution and the District Documents in reasonable quantities and all other documents (other than as set forth in the next succeeding paragraph) prepared in connection with the transactions contemplated hereby;

(ii) the fees and disbursements of the Bond Registrar in connection with the issuance of the Bonds;

(iii) the fees and disbursements of Bond Counsel and counsel to the District;

(iv) the fees and expenses incurred for the Rating;

(v) the fees and disbursements of any other experts or consultants retained by the District in connection with the transactions contemplated hereby, including but not limited to, the financial consultant to the District; and

(vi) reasonable miscellaneous, normally occurring, “out-of-pocket” expenses including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs incurred by the Underwriter in connection with the issuance and sale of the Bonds.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) The Underwriter shall pay:

(i) all advertising expenses in connection with the public offering of the Bonds; and

(ii) all other expenses incurred by it in connection with their public offering and distribution of the Bonds, including the fees and disbursements of counsel to the Underwriter, except the expenses provided for in the immediately preceding paragraph.

(c) If this Purchase Contract shall be terminated by the Underwriter because of any failure or refusal on the part of the District to comply with the terms or to fulfill any of the conditions of this Purchase Contract, or if for any reason the District shall be unable to perform its obligations under this Purchase Contract, the District will reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Purchase Contract or the offering contemplated hereunder.

8. Notice. Any notice or other communication to be given to the District pursuant to this Purchase Contract may be given by delivering the same in writing to the address set forth on the first page of this Purchase Contract, and any notice or other communication to be given to the Underwriter pursuant to this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 2325 E. Camelback Road, Suite 750, Phoenix, Arizona 85016, Attention: Mr. Mark Reader, Managing Director.

9. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the District) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any

person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the District hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Purchase Contract and covenants that it shall take no action which would result in a violation of such Section.

10. Miscellaneous.

(a) Entire Agreement. When executed by the District, this Purchase Contract shall constitute the entire agreement between the District and the Underwriter and is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof. All the representations, warranties and agreements by the District in this Purchase Contract shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriter, (ii) delivery of any payment for the Bonds hereunder, and (iii) any termination of this Purchase Contract.

(b) No Recourse. No recourse shall be had for any claim based on this Purchase Contract or any resolution, certificate, document or instrument delivered pursuant hereto against any member, officer or employee, past, present or future, of the District or of any successor body, either directly or through the District or any such successor body.

(c) Execution in Counterparts; Section Headings. This Purchase Contract may be executed in any number of counterparts, all of which, taken together, shall be one and the same instrument, and any parties hereto may execute this Purchase Contract by signing any such counterpart. Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

(d) Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Contract as to such jurisdiction or jurisdictions or affect in any way such validity or enforceability as to any other jurisdiction. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

(e) Waiver or Modification. No waiver or modification of any one or more of the terms and conditions of this Purchase Contract shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

(f) State Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State.

(g) The electronic signature of a party to this Purchase Contract shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Contract. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message

[Remainder of page left blank intentionally]

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

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter**

By: _____
Authorized Officer

Accepted and agreed to as of the date first written above:

**MERRILL RANCH COMMUNITY
FACILITIES DISTRICT NO. 2**

By: _____
Brent Billingsley
District Manager

ATTEST:

Lisa Garcia, District Clerk

SCHEDULE I

\$ _____
 MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
 (FLORENCE, ARIZONA)
 GENERAL OBLIGATION BONDS, SERIES 2017

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yield
---	------------------------------	---------------------------	--------------

* Yield calculated to July 15, 20____, the first optional redemption date.

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

Mandatory Redemption. The Bonds maturing on July 15 of the following years (the “Term Bonds”) will be subject to mandatory redemption and will be redeemed on July 15 of the respective years set forth below and in the principal amounts set forth below, by payment of a redemption price of the principal amount of such Bonds called for redemption plus the interest accrued to the date fixed for redemption, but without premium, as follows:

Term Bond Maturing July 15, 20____

<u>Year Redeemed (July 15)</u>	<u>Principal Amount Redeemed</u> \$
------------------------------------	--

*maturity

Term Bond Maturing July 15, 20

Year Redeemed
(July 15)

Principal Amount Redeemed
\$

*maturity

Term Bond Maturing July 15, 20

Year Redeemed
(July 15)

Principal Amount Redeemed
\$

*maturity

SCHEDULE II

EXHIBIT A
INDEMNITY LETTER

_____, 2017

Stifel, Nicolaus & Company, Incorporated,
as Underwriter
2325 E. Camelback Road, Suite 750
Phoenix, Arizona 85016

Merrill Ranch Community Facilities District No. 2
c/o Town of Florence, Arizona
775 N. Main Street
Florence, Arizona 85232

Re: Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General
Obligation Bonds, Series 2017

This Indemnity Letter is delivered by Pulte Home Company, LLC, a Michigan limited liability company (“Pulte”), in order to induce Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) and Merrill Ranch Community Facilities District No. 2 (the “District”) to enter into the Purchase Contract, dated this date (the “Purchase Contract”), related to the purchase by the Underwriter of the captioned bonds (the “Bonds”). Terms that are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

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

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

(b) As of the date of the Preliminary Official Statement, the information pertaining to Pulte in the Preliminary Official Statement under the headings “MAP SHOWING LOCATION OF DISTRICT IN CONTEXT OF SURROUNDING AREA,” “ANTHEM,” “PULTE” and “RISK FACTORS” was, and on the date hereof is, true and correct in all material respects for the purposes for which its use was and is authorized, and such information did not and does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) The execution and delivery of this Indemnity Letter and the District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005, by and among the Town of Florence, the District and Pulte, and as amended by a First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006, a Second Amendment and Waivers (Assessment Area Two) dated as of April 1, 2008, a Third Amendment and Waivers (Assessment Area Three) dated as of November 1, 2008, a Fourth Amendment and Waivers (Assessment Area Four) dated as of February 1, 2010, a Fifth Amendment and Waivers (Assessment Area Five) dated as of May 1, 2013 and a Sixth Amendment and Waivers (Assessment Area Six) dated as of November 1, 2015, all by and between the District and the Pulte (collectively, hereinafter referred to as the “Documents”), have been duly authorized and delivered and Pulte has the full power and authority to perform its obligations thereunder and engage in the transactions contemplated by the Documents, and the Documents when executed by all applicable parties thereto will constitute valid, binding and enforceable obligations of Pulte except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors’ rights and/or by general principles of equity and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Pulte, threatened against Pulte wherein an adverse decision, ruling or finding would materially adversely affect the transactions contemplated by the Documents or adversely affect the validity or enforceability of the Documents.

(e) No consent, approval, authorization or other action by any governmental or regulatory authority pertaining to Pulte that has not been obtained is or will be required for the consummation of the transactions contemplated by the Documents, other than the permits and licenses for construction of the Project (as defined in the Official Statement) contemplated by the Development Agreement referred to in paragraph (c) above, which have not yet been issued.

2. To the extent permitted by law, Pulte shall indemnify and hold harmless the Underwriter and the District and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the “Securities Act”) (any such person being herein sometimes called an “Indemnified Party”), for, from and against any and all losses, claims, damages or liabilities, joint or several, (i) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in the sections identified in Section 1(b) above in the Official Statement or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such section(s) or that is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading in any material respect, except such indemnification shall not extend to any other statements in the Official Statement and (ii) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or

omission or alleged omission if such settlement is effected with the written consent of Pulte (which consent shall not be unreasonably withheld).

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Pulte, notify Pulte in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of Pulte by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Pulte but the omission to notify Pulte of any such action shall not relieve Pulte from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Pulte of the commencement thereof, Pulte may, or if so requested by such Indemnified Party shall, participate therein or assume the defenses thereof, with counsel satisfactory to such Indemnified Party and Pulte (it being understood that, except as hereinafter provided, Pulte shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from Pulte to such Indemnified Party of an election so to assume the defenses thereof, Pulte will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Pulte assumes the defense of any such action at the request of such Indemnified Party, Pulte shall have the right to participate at its own expense in the defense of any such action. If within a reasonable time after receipt of notice of any such action Pulte shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded (and shall have notified Pulte) that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Pulte (in which case Pulte shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Pulte.

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

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

5. This letter shall be governed by the laws of the State of Arizona.

6. Pulte shall pay all costs and expenses of its counsel with respect to the issuance and delivery of the Bonds.

7. Pulte consents to the references to Pulte in the Official Statement.

Respectfully submitted,

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GREENBERG TRAURIG LLP]

_____, 2017

Stifel, Nicolaus & Company, Incorporated
2325 East Camelback Road, Suite 750
Phoenix, Arizona 85016

Re: Merrill Ranch Community Facilities District No. 2 (Florence, Arizona)
General Obligation Bonds, Series 2017

We have acted as Bond Counsel in connection with the issuance by Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the "Issuer") this date of bonds designated "General Obligation Bonds, Series 2017," in the aggregate principal amount of \$_____ (hereinafter referred to as the "Bonds"). (You may rely on our approving opinion rendered as such counsel as if it were addressed to you.) The Bonds are subject of an Official Statement, dated _____, 2017 (hereinafter referred to as the "Official Statement"), and are being sold pursuant to a Purchase Contract, dated _____, 2017 (hereinafter referred to as the "Purchase Contract"), by and between the Issuer and Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Purchaser"), in each case in accordance with a resolution authorizing the issuance of, and certain other matters related to, the Bonds adopted by the District Board of the Issuer on _____, 2017 (hereinafter referred to as the "Resolution").

In our capacity as Bond Counsel, we have examined and, and in rendering the opinions herein have relied upon:

- (i) An executed copy of the Official Statement;
- (ii) An executed copy of the Purchase Contract;
- (iii) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);
- (iv) An executed copy of a Series 2017 Bond Registrar and Paying Agent Agreement, dated as of _____, 2017 (hereinafter referred to as the "Bond Registrar

Agreement”), by and between the Issuer and _____, as bond registrar and paying agent;

(v) An executed copy of a Series 2017 Continuing Disclosure Undertaking, dated even date herewith (hereinafter referred to as the “Undertaking” and with the Purchase Contract and the Bond Registrar Agreement, hereinafter referred to as the “District Documents”), from the Issuer;

(vi) Such other agreements, certificates (including particularly, but not by way of limitation, certificates of the Issuer, the Purchaser and Pulte Home Company, LLC dated of even date herewith), opinions (including particularly, but not by way of limitation, opinions of Counsel to Pulte Home Company, LLC and Counsel to the Purchaser, each dated of even date herewith), letters and other documents, including documents delivered or distributed with respect to the original issuance and delivery of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein and

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

In such examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents and other matters. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of, and counsel to, Pulte Home Company, LLC and the Purchaser relating to the District Documents and the Official Statement.

We are of the opinion, based upon such examination and subject to the reliances, assumptions and exceptions hereinabove and hereinafter set forth, that, under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2017 (hereinafter referred to as the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. To our actual knowledge, adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law, ordinance, administration regulation, court order or consent decree to which the Issuer is subject.

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

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

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, in the case of the Purchase Contract and the Bond Registrar Agreement, assuming due and valid authorization, execution and delivery by, and enforceability against, the other party or parties thereto, and, in the case of the Undertaking, subject to annual appropriation to cover the costs of compliance therewith, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the computerized docket records available for review on _____, 2017, in the office of the Pinal County Superior Court and U.S. District Court, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred hereinabove or the validity of the proceedings by the Issuer in connection with the issuance and sale of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement), (iii) contesting in any way the completeness or accuracy of the

Preliminary Official Statement or the Official Statement or (iv) which questions the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate, have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Official Statement in the tax caption on cover thereof, under the headings "THE BONDS" (except the information incorporated by reference to other headings or the appendices not otherwise included hereinbelow as to which we express no opinion), "QUALIFIED TAX-EXEMPT OBLIGATIONS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" (except the information incorporated by reference to other headings or the appendices not otherwise included hereinbelow as to which we express no opinion), "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS Additional General Obligation Bonded Indebtedness of the District," "TAX MATTERS," "CONTINUING DISCLOSURE" (except the compliance by the District with any undertaking) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in Appendix B "FORM OF LEGAL OPINION OF BOND COUNSEL" and in Appendix C "FORM OF SERIES 2017 CONTINUING DISCLOSURE UNDERTAKING" thereto insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Otherwise, we have not undertaken to determine independently the accuracy, completeness or fairness of the information contained in the Official Statement, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information.

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

Our opinions expressed in paragraph 5 hereinabove are qualified to the extent that the enforceability of the District Documents is dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other party or parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshaling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion may be relied upon only by you and by persons to whom we grant written permission to do so.

Respectfully submitted,

GREENBERG TRAURIG, LLP

EXHIBIT C

FORM OF OPINION OF COUNSEL TO PULTE

[LETTERHEAD OF BERENS BLONSTEIN PLC]

_____, 2017

Stifel, Nicolaus & Company, Incorporated,
as Underwriter
2325 E. Camelback Road, Suite 750
Phoenix, Arizona 85016

District No. 2 Board
Merrill Ranch Community Facilities District No. 2
(Florence, Arizona)
Town of Florence
775 N. Main St.
Florence, AZ 85132

Re: Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General
Obligation Bonds, Series 2017

Ladies and Gentlemen:

WE HAVE ACTED as counsel to Pulte Home Company, LLC, a limited liability company formed and existing pursuant to the laws of the State of Michigan (hereinafter referred to as "Pulte"), particularly in connection with the transactions provided for by the documents referred to herein and in connection with the issuance and sale of the captioned Bonds, sold pursuant to a Purchase Contract, dated _____, 2017 (hereinafter referred to as the "Purchase Contract"), by and between Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the "District No. 2"). Any capitalized term used and not defined herein shall have the meaning assigned to it in the Purchase Contract.

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

(1) The District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005 (the "Development Agreement"), executed by the Town of Florence, Arizona, the District, Pulte and Pulte Development Company and the related First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006 (the "First Amendment"), a Second Amendment and Waivers (Assessment Area Two) dated as of April 1, 2008 (the "Second Amendment"), a Third Amendment and Waivers (Assessment Area Three) dated as of November 1, 2008 (the "Third

Amendment”), a Fourth Amendment and Waivers (Assessment Area Four) dated as of February 1, 2010 (the “Fourth Amendment”), a Fifth Amendment and Waivers (Assessment Area Five) dated as of May 1, 2013 and a Sixth Amendment and Waivers (Assessment Area Six) dated as of November 1, 2015, each executed by the District No. 2 and Pulte;

(2) The executed Pulte Indemnity Letter, dated the date of sale of the Bonds by Pulte;

(3) The executed Purchase Contract;

(4) The Official Statement;

(5) Articles of Conversion of Pulte Home Company, LLC, a Michigan limited liability company, as amended;

(6) The Operating Agreement of Pulte Home Company, LLC, a Michigan limited liability company, as amended;

(7) A Certificate of Good Standing of Pulte Home Company, LLC, a Michigan limited liability company, dated _____, 2017, issued by the Corporation Division of the Michigan Department of Labor and Economic Growth;

(8) A Certificate of Good Standing of Pulte Home Company, LLC, a Michigan limited liability company, dated _____, 2017, issued by the Arizona Corporation Commission;

(9) The Closing Certificate of Pulte executed by _____ of Pulte, executed on _____, 2017 (the “Closing Certificate”); and

(10) Such other documents and instruments as we have considered necessary or appropriate for the purposes of this opinion and received such other information from representatives of Pulte as we have deemed necessary for the purposes of this opinion (hereinafter referred to, collectively, as “due inquiry”) including the Official Statement. (The documents listed in paragraphs (1) and (2) above are hereinafter referred to as the "Pulte Documents." The documents listed in paragraphs (5) through (10) above are hereinafter referred to as the "Organizational Documents").

In rendering the following opinions, we have assumed:

(a) The genuineness of all signatures to the Pulte Documents, and the legal capacity of each natural person executing the Pulte Documents;

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

(c) The due authorization, execution, acknowledgment where necessary, and delivery, and the validity and binding effect, of the Pulte Documents with regard to the parties to those agreements other than Pulte;

(d) The Pulte Documents accurately describe and contain the agreement and mutual understanding of the parties thereto and that there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Pulte Documents;

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

(f) After due inquiry, the party's representations and warranties contained in the Pulte Documents are truthful and accurate and all reports and other documents prepared by third party consultants, relating to the transactions contemplated by the Pulte Documents or any of the property within the District No. 2 are truthful and accurate.

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

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

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

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

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

5. The Pulte Documents are in full force and effect as of the date hereof and constitute legal, valid and binding obligations of Pulte, enforceable in accordance with their terms.

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

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

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

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

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

11. To our actual knowledge, the information contained in the Official Statement under the headings "MAP SHOWING LOCATION OF DISTRICT IN CONTEXT OF SURROUNDING AREA," "ANTHEM," "PULTE" and "RISK FACTORS" does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with our participation with the Official Statement, we have not undertaken to independently determine the accuracy, completeness or fairness of the statements contained therein, except as and to the extent provided in this paragraph, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, on the basis of such participation, we have not acquired any knowledge that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

The opinions set forth above are subject to the following qualifications and limitations: (i) enforceability of the Pulte Documents may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, arrangement or laws or court decisions affecting the enforcement of creditors' rights generally; (ii) enforceability of the Pulte Documents is subject to general principles of equity, whether remedies are sought in equity or at law; (iii) enforceability of the Pulte Documents are further subject to the qualification that certain waivers, procedures, remedies, indemnities and other provisions of the Pulte Documents may be unenforceable under or limited by Arizona law; however, such law does not, in our opinion,

substantially prevent the practical realization of the benefits intended by the Pulte Documents; (iv) we are expressing no opinion as to the enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or misconduct of any indemnitee or the failure of any indemnitee to act in a commercially reasonable manner and (v) we are expressing no opinion as to the compliance of the Pulte Documents or the offer and sale of the Bonds with any securities law or regulation except as provided in paragraph 11 hereof.

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

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

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

Respectfully submitted,

BERENS BLONSTEIN PLC

EXHIBIT D

FORM OF OPINION OF COUNSEL TO UNDERWRITER

[LETTERHEAD OF SQUIRE PATTON BOGGS (US) LLP]

[Date of Closing]

To: Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

We have served as counsel to you (the “Underwriter”) in connection with your purchase from Merrill Ranch Community Facilities District No. 2 (the “Issuer”) of its \$ _____ General Obligation Bonds, Series 2017 (the “Bonds”), dated the date of this letter, pursuant to the Purchase Contract, dated _____ (the “Purchase Contract”), between you and the Issuer. This letter is provided pursuant to Section 6(e)(iv) of the Purchase Contract. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Contract.

In accordance with the terms of our engagement, certain of our lawyers reviewed (a) the Preliminary Official Statement dated _____, 2017 (the “Preliminary Official Statement”), and (b) the Official Statement dated _____, 2017 (the “Official Statement”), in each case relating to the Bonds, and participated in discussions with representatives of the Issuer, bond counsel, and others, regarding those documents, the information contained therein, and related matters.

The purpose of our professional engagement in that regard was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or the Official Statement, and we have not undertaken to verify independently any of those factual matters. Many of the determinations required to be made in the preparation of the Preliminary Official Statement and the Official Statement involve matters of a non-legal nature.

Subject to the foregoing, on the basis of the information gained by our lawyers involved in the review and discussions referred to above, we confirm to you that nothing came to the attention of those lawyers that caused them to believe that (1) the Preliminary Official Statement, as of its date and as of _____, 2017, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (2) the Official Statement, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that we do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, and we do not express any belief with respect to the financial statements in Appendix [] – “[Financial Statements],” or other financial, technical, statistical, accounting or demographic data or forecasts, or any information about the book-entry system and The Depository Trust Company, the information under the heading “TAX MATTERS” and in Appendix B – “FORM OF LEGAL OPINION OF BOND COUNSEL,” [“BOND INSURANCE” or “BOND INSURANCE AND

Exhibit D, page 1

RELATED RISK FACTORS”] contained in the Preliminary Official Statement or the Official Statement.

In addition to the review and discussions referred to above, we have also examined an executed counterpart of the Purchase Contract and such other proceedings, documents, matters and law as we deem necessary to render the opinions set forth below.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.
2. The Continuing Disclosure Agreement satisfies the requirement of paragraph (b)(5) of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the “Rule”), that you obtain an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices at the time and in the manner required by the Rule.

The legal opinions stated immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by and the valid, binding and enforceable nature of those documents upon the parties thereto.

This letter is being furnished only to you for your use solely in connection with the transaction described herein and may not be relied upon by anyone else or for any other purpose without our prior written consent. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement in connection with the original issuance and delivery of the Bonds is concluded upon delivery of this letter.

Respectfully submitted,

EXHIBIT E

**§ _____
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017**

**CLOSING CERTIFICATE OF
PULTE HOME COMPANY, LLC**

The undersigned, Bruce Robinson, Vice President and Treasurer of Pulte Home Company, LLC, a Michigan limited liability company (the "Company"), acting for and on behalf of the Company, HEREBY CERTIFIES as follows:

1. That he is duly qualified and acting for and on behalf of the Company and as such is familiar with the books and corporate records of the Company.

2. That the Company is duly organized and validly existing under the laws of the State of Michigan, and is authorized to transact business in the State of Arizona. The Company has no proceedings pending or contemplated with a view to liquidation or dissolution.

3. The Company has the power and authority to execute and deliver the following documents (collectively, the "Documents") or, to the extent that any of the Documents were executed and delivered in the past, the Company had such power and authority, and that as executed and delivered by the duly authorized representative of the Company were approved or the execution and delivery thereof was authorized by the Company such approvals and authorizations remain in full force and effect and have not been repealed, revoked or rescinded and, except as noted below, such Documents have not been modified or amended:

(a) The District Development, Financing Participation and Intergovernmental Agreement (Merrill Ranch Community Facilities District No. 2), dated as of November 1, 2005 (the "Development Agreement"), executed by the Town of Florence, Arizona, the District, Pulte and Pulte Development Company and the related First Amendment and Waivers (Assessment Area One), dated as of February 1, 2006 (the "First Amendment"), a Second Amendment and Waivers (Assessment Area Two) dated as of April 1, 2008 (the "Second Amendment"), a Third Amendment and Waivers (Assessment Area Three) dated as of November 1, 2008 (the "Third Amendment"), a Fourth Amendment and Waivers (Assessment Area Four) dated as of February 1, 2010 (the "Fourth Amendment"), a Fifth Amendment and Waivers (Assessment Area Five) dated as of May 1, 2013 and a Sixth Amendment and Waivers (Assessment Area Six) dated as of November 1, 2015, all by and between the District and Pulte. each executed by the District No. 2 (as hereafter defined) and Pulte; and

(b) The Indemnity Letter dated as of _____, 2017 from the Company to the Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) (the “District No. 2”) and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”).

4. That the representative executing and delivering the Documents had the authority to execute and deliver the Documents.

5. That the undersigned and the persons named in the Documents were on the date or dates of the execution or acceptance of the Documents, the duly qualified and acting incumbents of the offices of the Company appearing therein. The undersigned is on the date hereof, the duly qualified and acting incumbent of the office set forth below, his respective signature and the signature appearing above his respective name is the genuine official signature of said officer, and that he is qualified as Vice President and Treasurer of the Company, and he is duly empowered and authorized to execute the Documents for the Company.

6. Neither the existence of the Documents, nor the consummation of the transactions contemplated by the Documents, nor compliance by the Company with the provisions thereof will result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any material indenture, agreement or other instrument to which the Company is a party or by which the Company may be bound, which would materially affect the business, properties, assets, liabilities or conditions (financial or otherwise) of the Company taken as a whole.

7. No material consent, approval, authorization or other action by, or filing with, any federal, State or local government authority is required in connection with the execution, delivery and performance by the Company of the obligations of the Company under the Documents or to conduct the business of the Company as presently being conducted.

8. As of the date hereof, the information pertaining to Pulte in the Official Statement under the headings “MAP SHOWING LOCATION OF DISTRICT IN CONTEXT OF SURROUNDING AREA,” “ANTHEM,” “PULTE” and “RISK FACTORS” is true and correct in all material respects for the purposes for which its use is or was authorized, and such information does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

9. No litigation or administrative action or proceeding is pending or, to the knowledge of the undersigned, threatened, restraining or enjoining, or seeking to restrain or enjoin, the effectiveness or validity of any the proceedings relating to the formation of the District No. 2, or the issuance of the Bonds or the Documents or the performance by the Company of its obligations set forth in the Documents or contesting or questioning the proceedings and authority under which the Documents have been authorized and are delivered and executed.

10. Attached hereto as Exhibit A is a true, complete and correct copy of a Certificate of Good Standing as to the Company issued by the State of Michigan dated _____, 2017. Nothing has occurred since the date of the Certificate of Good Standing that would cause the Company to no longer be in good standing.

11. Attached hereto as Exhibit B is a true, complete and correct copy of a Certificate of Good Standing as to the Company issued by the Arizona Corporation Commission dated _____, 2017. Nothing has occurred since the date of the Certificate of Good Standing that would cause the Company to no longer be in good standing.

12. All of the representations and warranties of the Company made and contained in the Documents (which representations and warranties are hereby incorporated and stated herein by reference as fully and with the same effect as if set forth at length herein) are true and correct as of the date hereof as if said representations and warranties were made as of the date hereof.

13. The Company certifies that the improvements financed with the Bonds are complete and will be transferred to the District No. 2 in due course.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on _____, 2017.

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: _____
Name: Bruce Robinson
Title: Vice President and Treasurer

ATTACHMENTS

Exhibit A – Certificate of Good Standing - Michigan

Exhibit B - Certificate of Good Standing - Arizona

EXHIBIT F

FORM OF UNDERWRITER'S CERTIFICATE

§ _____
**MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017**

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

1. Bond Purchase Agreement. On _____ (the "Sale Date"), the Underwriter and the Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. The Underwriter has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

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

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

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

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

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

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

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

[Alternative 1 - All Maturities use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Purchase Contract, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

- (a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]
- (b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]
- (c) *Issuer* means Merrill Ranch Community Facilities District No. 2 (Florence, Arizona).

- (d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [DATE].
- (g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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

STIFEL NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [ISSUE DATE]

SCHEDULE A

Actual Sales Information as of Closing Date

<u>Maturity/CUSIP</u>	<u>Coupon</u>	<u>Date Sold</u>	<u>Time Sold</u>	<u>Par Amount</u>	<u>Sale Price</u>
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[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

<u>Maturity/CUSIP</u>	<u>Coupon</u>	<u>Par Amount</u>	<u>Offering Prices</u>
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**]

SCHEDULE B

[Actual Sales for Undersold Maturities as of the Closing Date

<u>Maturity/CUSIP</u>	<u>Date Sold</u>	<u>Time Sold</u>	<u>Par Amount</u>	<u>Sale Price</u>
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**]

[PRICING WIRE OR EQUIVALENT COMMUNICATION]

(Attached)

[SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

**§ _____
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017**

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

1. *Issue Price.*

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

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

2. *Defined Terms.*

(a) “Issuer” means _____.

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

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

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

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

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____

Mark Reader, Managing Director

By: _____

[underwriter]

Dated: _____

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**]

SERIES 2017
BOND REGISTRAR AND PAYING AGENT AGREEMENT

\$_____,000
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS,
SERIES 2017

THIS SERIES 2016 BOND REGISTRAR AND PAYING AGENT AGREEMENT, dated as of June 1, 2016 (this "Agreement"), by and between ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (the "Bond Registrar and Paying Agent") and MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 (the "District");

W I T N E S S E T H:

WHEREAS, pursuant to a resolution duly adopted by the District Board (the "Board") of the District on August 21, 2017 (the "Bond Resolution"), the Board authorized the issuance and sale of \$_____,000 principal amount of Merrill Ranch Community Facilities District No. 2 (Florence, Arizona) General Obligation Bonds, Series 2017 (the "Bonds"); and

WHEREAS, by the Bond Resolution, the Board appointed the Bond Registrar and Paying Agent as the agent of the District, to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds and has authorized and directed the Bond Registrar and Paying Agent to keep all the books and records necessary for registration, transfer or exchange of the Bonds (the "Register");

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the District and the Bond Registrar and Paying Agent agree as follows:

Section 1. At the time and place for the original delivery of the Bonds (the "Closing"), the District shall deliver to the Bond Registrar and Paying Agent the duly executed Bonds and any other information needed to complete the Bonds at the Closing. The Bond Registrar and Paying Agent, through a duly authorized representative or representatives, shall (i) coordinate the completion of the Bonds to be delivered at the Closing; (ii) record the names and addresses of the registered owners in, and otherwise complete the Register and (iii) sign the Certificate of Authentication on the Bonds, all so as to permit delivery of the Bonds at the Closing. These procedures shall also be used, as appropriate, for the completion and authentication of any Bond to be delivered to the Bond Registrar and Paying Agent for transfer as provided herein.

Section 2. The Bond Registrar and Paying Agent shall keep and maintain the Register at its designated corporate trust office so long as any Bond remains outstanding and shall perform, without limitation, authentication, transfer, registration and paying agent functions, and related mechanical, clerical and record or bookkeeping functions, in connection with the Bonds in accordance with this Agreement, the Bond Resolution, and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and applicable regulations, proposed regulations (if they are proposed to take effect retrospectively) and rulings thereunder.

Section 3. In accordance with the Bond Resolution, the Bond Registrar and Paying Agent shall:

(i) Subject to the restrictions included in the form thereof, transfer any Bond upon presentation and surrender thereof at the office of the Bond Registrar and Paying Agent, together with a request for an assignment, signed by the registered owner or by a person authorized by the registered owner to do so by a power of attorney in a form satisfactory to the Bond Registrar and Paying Agent, and the other documents as are required in the legend of the Bonds at the head thereof in connection with transfer thereof, and shall complete, authenticate and deliver the new Bonds to the registered owner or the registered owner of the transferred Bonds in a denomination or denominations equal in the aggregate to the unmatured and unredeemed principal amount of the Bonds surrendered, bearing interest at the same rate and maturing on the same date.

(ii) Record the transfer of any Bond on the Register.

(iii) Complete the transfer, completion, authentication and delivery of the new Bonds within the time required by then applicable rules and regulations.

Section 4. (A) The fee of the Bond Registrar and Paying Agent for the remainder of the current fiscal year, estimated to be \$25.00, shall be paid from the proceeds of the sale of the Bonds.

(B) Subsequent payments of \$300.00 per year while any of the Bonds are outstanding shall be paid by the District.

(C) The Bond Registrar and Paying Agent shall charge the registered owner of any transferred Bond an amount sufficient to reimburse it for any fee, tax or other charge required to be paid with respect to the transfer. The Bond Registrar and Paying Agent may require that those charges be paid before it begins the procedure for the transfer.

Section 5. The Bond Registrar and Paying Agent shall complete, authenticate, deliver and register the new Bonds to replace any Bond lost, stolen, destroyed, or mutilated, upon receipt by the Bond

Registrar and Paying Agent of evidence satisfactory to it of the loss, theft, destruction or mutilation of any Bond and of indemnity satisfactory to it.

Section 6. The Bond Registrar and Paying Agent shall cancel any Bond surrendered to it pursuant to the Bond Resolution for payment or retirement or for replacement or transfer. The cancelled Bonds shall be destroyed by the Bond Registrar and Paying Agent and a record of such destruction and the number and amount of Bonds destroyed shall be kept by the Bond Registrar and Paying Agent and upon request of the District, furnished by the Bond Registrar and Paying Agent to the District.

Section 7. The Bond Registrar and Paying Agent shall retain and store the Register for seven (7) years after full payment of the Bonds. At any time and upon request by an authorized representative of the District, the Bond Registrar and Paying Agent shall permit such representative to inspect the Register and shall provide such representative with a copy of the Register. In the event of a request to the Bond Registrar and Paying Agent by any person other than such representative of the District for inspection of the Register, the Bond Registrar and Paying Agent shall notify the District and shall not permit that inspection unless it is approved by such representative of the District, except that the Bond Registrar and Paying Agent may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 8. The Bond Registrar and Paying Agent shall pay the principal of and interest on the Bonds and shall redeem Bonds in accordance with the Bond Resolution, but only from moneys deposited with the Bond Registrar and Paying Agent by the District for that purpose. The District shall cause funds to be on deposit with the Bond Registrar and Paying Agent in an amount sufficient and available to pay the interest, or principal and interest, then to be due on the day prior to the day on which that payment is to be made. The Bond Registrar and Paying Agent shall pledge assets to secure the deposits made for the purpose of paying either principal or interest or both principal and interest on the Bonds.

Section 9. In the event any check for payment of interest on a Bond is returned to the Bond Registrar and Paying Agent undorsed or is not presented for payment within two (2) years from its payment date or any Bond is not presented for payment of principal due at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bond Registrar and Paying Agent for the benefit of the registered owner thereof, it shall be the duty of the Bond Registrar and Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The obligation of the Bond Registrar and Paying Agent to hold such funds shall continue for two (2) years and six (6) months following

the date on which such interest or principal amount became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Bond Registrar and Paying Agent shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the registered owner of such Bond arising under such Bond shall be made upon the District.

Section 10. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar and Paying Agent shall be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper party or parties.

Section 11. (A) The Bond Registrar and Paying Agent may resign as Bond Registrar and Paying Agent at any time by giving thirty (30) days' written notice of resignation to an authorized representative of the District. The Bond Registrar and Paying Agent may be removed at any time by written notice signed by such authorized representative and delivered to the Bond Registrar and Paying Agent. Upon the effectiveness of the resignation or termination, the Bond Registrar and Paying Agent shall deliver the Register and all other records (or copies of those records) pertaining to the Bonds and all forms of Bond to the District.

(B) Every successor Bond Registrar and Paying Agent appointed pursuant to this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Arizona, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000.

(C) Any bank, trust company or national banking association into which the Bond Registrar and Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business shall be the successor of the Bond Registrar and Paying Agent under this Bond Registrar and Paying Agent Agreement with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 12. Notice shall be sufficient hereunder if it is contained in a writing sent to the District at 775 North Main Street, Florence, Arizona 85132, Attention: District Manager, and to the Bond Registrar and Paying Agent at 6001 North 24th Street, Building B, Phoenix, Arizona 85016, Attention: Corporate Trust Services, or any other address which may be designated from time to time by either party in writing delivered to the District or the Bond Registrar and Paying Agent, as applicable.

Section 13. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed by the District and the Bond Registrar and Paying Agent.

Section 14. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 15. (A) To the extent applicable by provision of law, the Bond Registrar and Paying Agent acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, as amended, the provisions of which are incorporated herein and which provides that the District may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the District if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, as amended, the Bond Registrar and Paying Agent shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes, as amended. The breach by the Bond Registrar and Paying Agent of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of the Bond Registrar and Paying Agent by the District. The District retains the legal right to randomly inspect the papers and records of the Bond Registrar and Paying Agent to ensure that the Bond Registrar and Paying Agent is complying with the foregoing. The Bond Registrar and Paying Agent shall keep such papers and records open for random inspection during normal business hours by the District. The Bond Registrar and Paying Agent shall cooperate with the random inspections by the District including granting the District entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential.

Section 16. This Agreement shall for all purposes be governed by and construed in accordance with the laws of the State of Arizona. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Bond Registrar and Paying Agent Agreement as of the day and year first above written.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION

By.....
Authorized Officer

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2

By.....
District Manager

ATTEST:

.....
District Clerk

§ _____
MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2
(FLORENCE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2017

CONTINUING DISCLOSURE UNDERTAKING

This Undertaking is executed and delivered by Merrill Ranch Community Facilities District No. 2 (hereinafter referred to as the “Issuer”), in connection with the issuance of the captioned municipal securities (hereinafter referred to as the “Securities”) for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

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

“Authorizing Documents” shall mean the resolutions authorizing the issuance of the Securities.

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

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

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

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

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

Section 2. Contents and Provision of Annual Reports.

(a) (i) Subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the Dissemination Agent to, not later than February 1 of each year, commencing February 1, 2018, provide through EMMA an Annual Report which is consistent with the requirements of subsection (b) of this Section.

(ii) If the Issuer is unable or for any other reason fails to provide an Annual Report or any part thereof by the date required in subsection (a)(i) of this Section and subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the Dissemination Agent to, send a notice pursuant to Section 3 below.

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

(A) Information of the type in TABLES 2 (Real and Secured Property Taxes Levied and Collected), 3A (Net Limited Assessed Property Value by Property Classification), 4 (Net Limited Assessed Property Value of Major Taxpayers), and 5A (Comparative Net Limited Assessed Property Values) of the Official Statement, dated _____, 2017, with respect to the Securities as well as with respect to tax collections and delinquencies in the preceding tax year of the Issuer.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. (The Issuer does not currently obtain audited financial statements.) ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

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

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

Section 3. Notice of Listed Events and Failure to Provide Annual Report.

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

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

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

(vii) Modifications to rights of Bondholders, if material;

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

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of Securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of Issuer;

Note: for the purposes of the event identified in paragraph (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

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

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

(b) The Issuer agrees to provide or cause to be provided to the MSRB through EMMA, in a format prescribed by the MSRB and subject to annual appropriation of funds sufficient to provide for the costs thereof, not later than ten business days of the occurrence of a Listed Event; except that for the events (ii), (vii), (x), (xiii) and (xiv), listed in the definition of Listed Events, the Issuer will provide such notice if it determines that such event would be material under applicable federal securities laws:

(i) notice of the occurrence of any Listed Events with respect to the Securities; and

(ii) notice of its failure to provide or cause to be provided the Annual Report on or before the applicable filing date.

Notwithstanding the foregoing, notice of Listed Events consisting of Bond calls or defeasances need not be given under this subsection any earlier than date on which the notice of the underlying event is given to the registered owners of affected Securities pursuant to the Authorizing Documents, and notice of the occurrence of a mandatory, scheduled redemption, not otherwise contingent upon the occurrence of an event, is not required if the terms of the redemption under which the redemption is to occur are set forth in detail in the Official Statement and the only open issue is which Securities will be redeemed in the case of a partial redemption.

Section 4. Termination of Reporting Obligation.

The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. subject to annual appropriation of funds sufficient to provide for the costs thereof, the Issuer shall, or shall cause the dissemination agent to, give notice of such termination through EMMA as soon as practicable, but not later than the date an annual report would otherwise have been due.

Section 5. Amendment or Waiver. Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived; provided, however, that no amendment or waiver may take effect unless the following conditions are satisfied:

(a) the amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an “Obligated Person” (within the meaning of the Rule) with respect to the Securities, or the type of business conducted;

(b) this Undertaking, as amended or taking into account such waiver, in the opinion of counsel of national reputation experienced in bond or federal securities law selected by the Issuer, would have complied with the requirements of the Rule at the time of the original issuance of the Securities, taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the amendment or waiver either (i) is approved by the registered owners of the Securities in the same manner as provided in the Authorizing Documents for amendments to the Authorizing Documents with the consent of registered owners of the Securities, or (ii) does not materially impair the interests of the Bondholders as determined by the opinion of counsel of national reputation experienced in bond or federal securities law unaffiliated with the Issuer but which may be selected by the Issuer, or as determined by another party unaffiliated with the Issuer (permitted under the Rule) but which may be selected by the Issuer.

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or

Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

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

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

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

MERRILL RANCH COMMUNITY FACILITIES
DISTRICT NO. 2

By _____
Chairperson, District Board

Closing Date: _____, 2017



Town of Florence

2017 Water, Wastewater

Rate Study and Financial Forecast

Council Presentation – Issues Introduction

Presentation Format



- Current Rates and Rate Comparison
- History of Town Rate Adjustments
- Goals and Components of a Long-Term Rate Plan
- Potential Alternative Rate Designs
- Presentation Summary and Schedule



Willdan/Economists.com Experience with Florence



- Economists.com has been the Town's water and wastewater rate consultants since 2007
 - Assisted in negotiations with JU – 2007, 2014
 - Rate Studies: 2009, 2011, 2017
- Economists.com acquired by Willdan Financial Services in 2015
 - Same team of professionals is assisting Town



Facts about Wastewater Rates in Arizona and USA



- Average utility has been increasing rates 5-6% per year; trend expected to continue
- Many utilities are experiencing cost increases for reasons beyond their ability to control
- 30-40% of utilities currently charge rates that do not cover their costs
- Larger cities and high-growth cities typically have lower rates
- Conclusion: higher rates are an unfortunate but inevitable fact

Town of Florence Background on Current Rates



- Town has fairly unique system – some customers charged by 1,000 gallons and others by 100 cubic feet
 - 100 cubic feet = 748 gallons
 - Cubic foot and gallon rates are equivalent
- Town rates are in line with many other similar Arizona communities
- Town is facing many of the same problems that other Arizona communities are addressing
 - How to fund increasing costs in a manner that minimizes the impact on ratepayers and their families

Town of Florence Current Water Rate Structure



	<u>Inside Municipality</u>	<u>Outside Municipality</u>
Monthly Service Charge:		
7/8"-3'4" Meter#	\$22.34	\$29.04
1" Meter	37.24	48.40
2" Meter	148.95	193.64
3" Compound	238.34	309.83
3" Turbine	260.68	332.17
 Monthly Consumption Rate per 1,000 Gallons/100 Cubic Feet:		
0 - 10,000 gallons	1.59	2.04
10,001 to 18,700 gallons	2.21	2.83
Over 18,700 gallons	3.93	5.01
 Under 1,337 cubic feet	 1.19	 1.53
1,337 to 2,500 cubic feet	1.65	2.12
Over 2,500 cubic feet	2.95	3.75

Town of Florence Current Wastewater Rate Structure

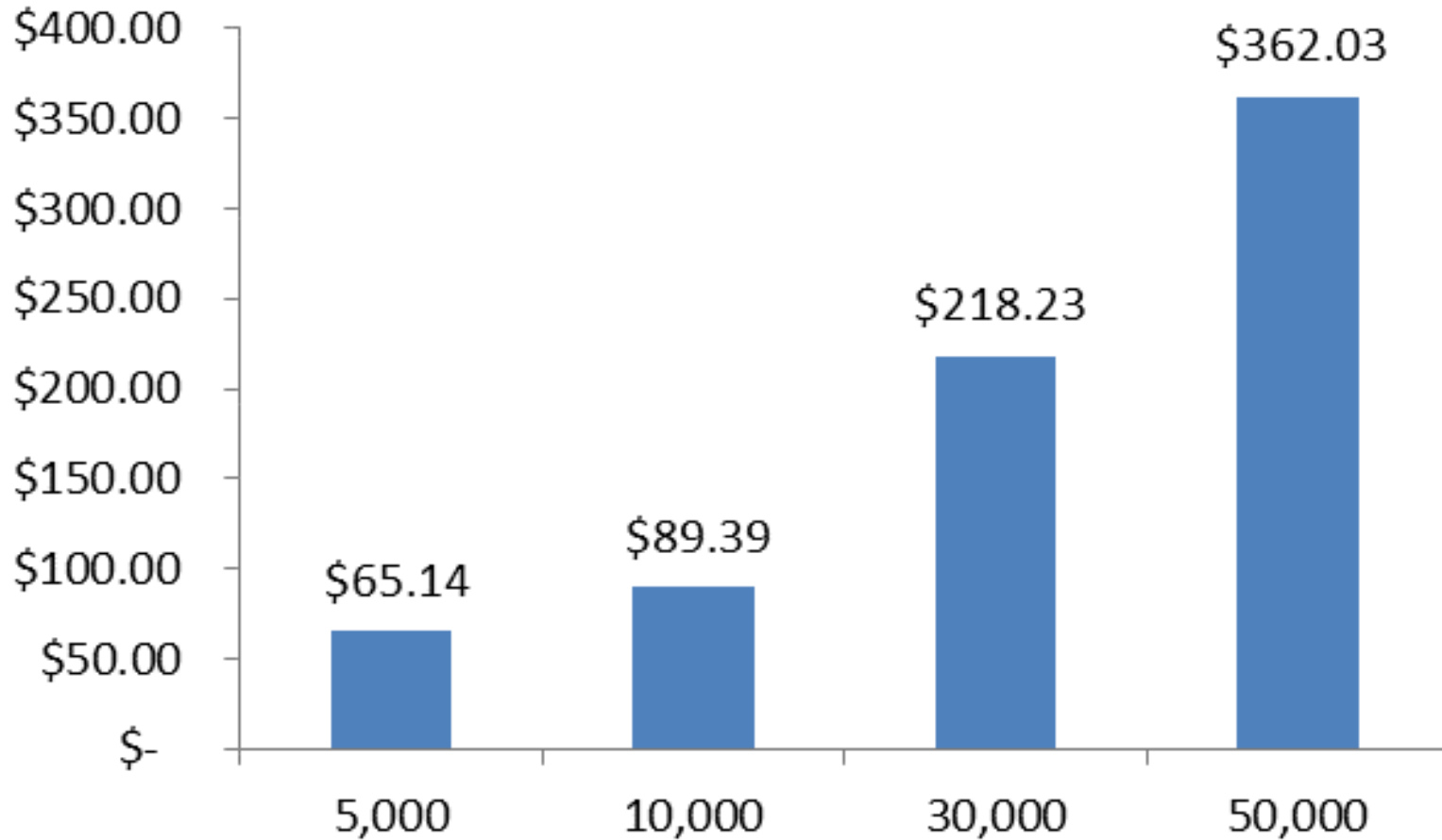


Monthly Service Fee (all ratepayers)

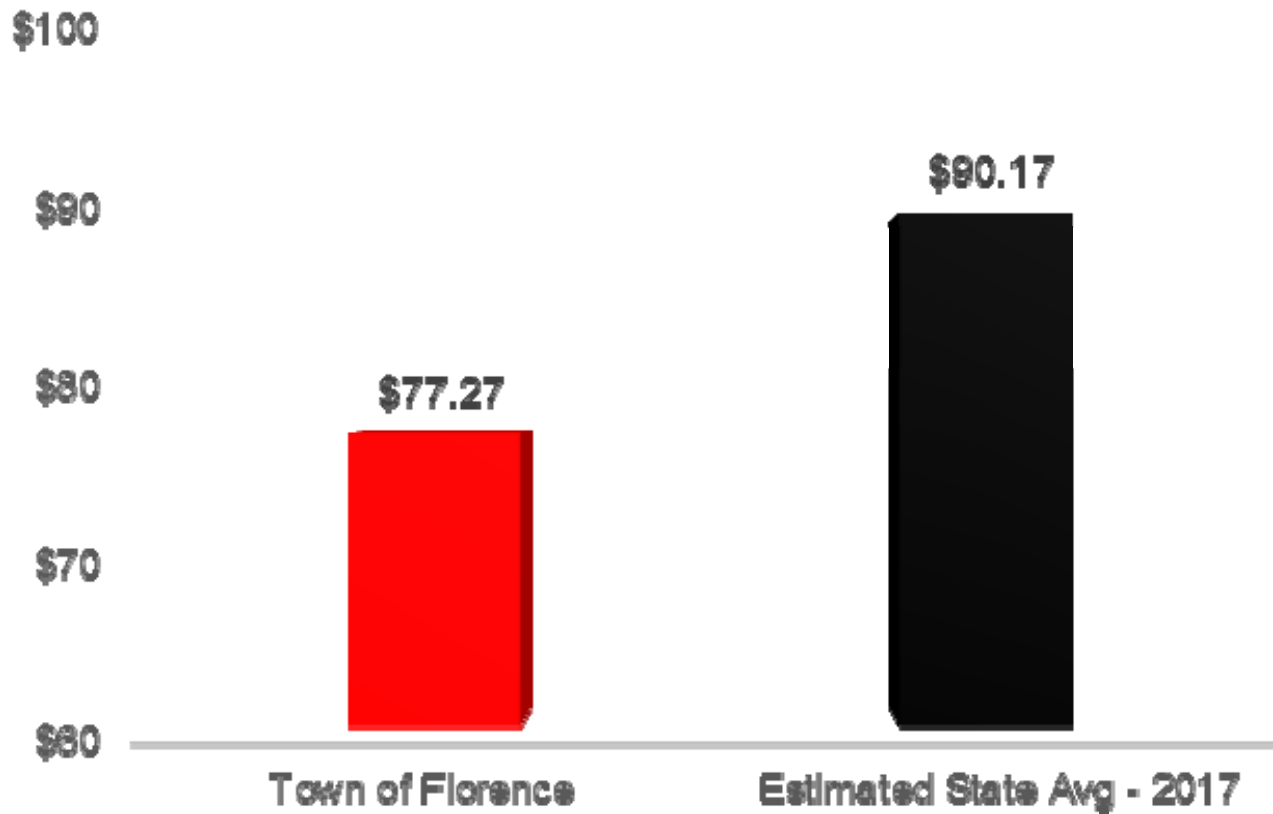
\$18.55

	Monthly Rate Per CCF	Monthly Rate Per 1,000 Gal
Residential (Inside and Outside)	\$3.25	\$4.35
Commercial	3.27	4.37
Institutional	5.19	6.94

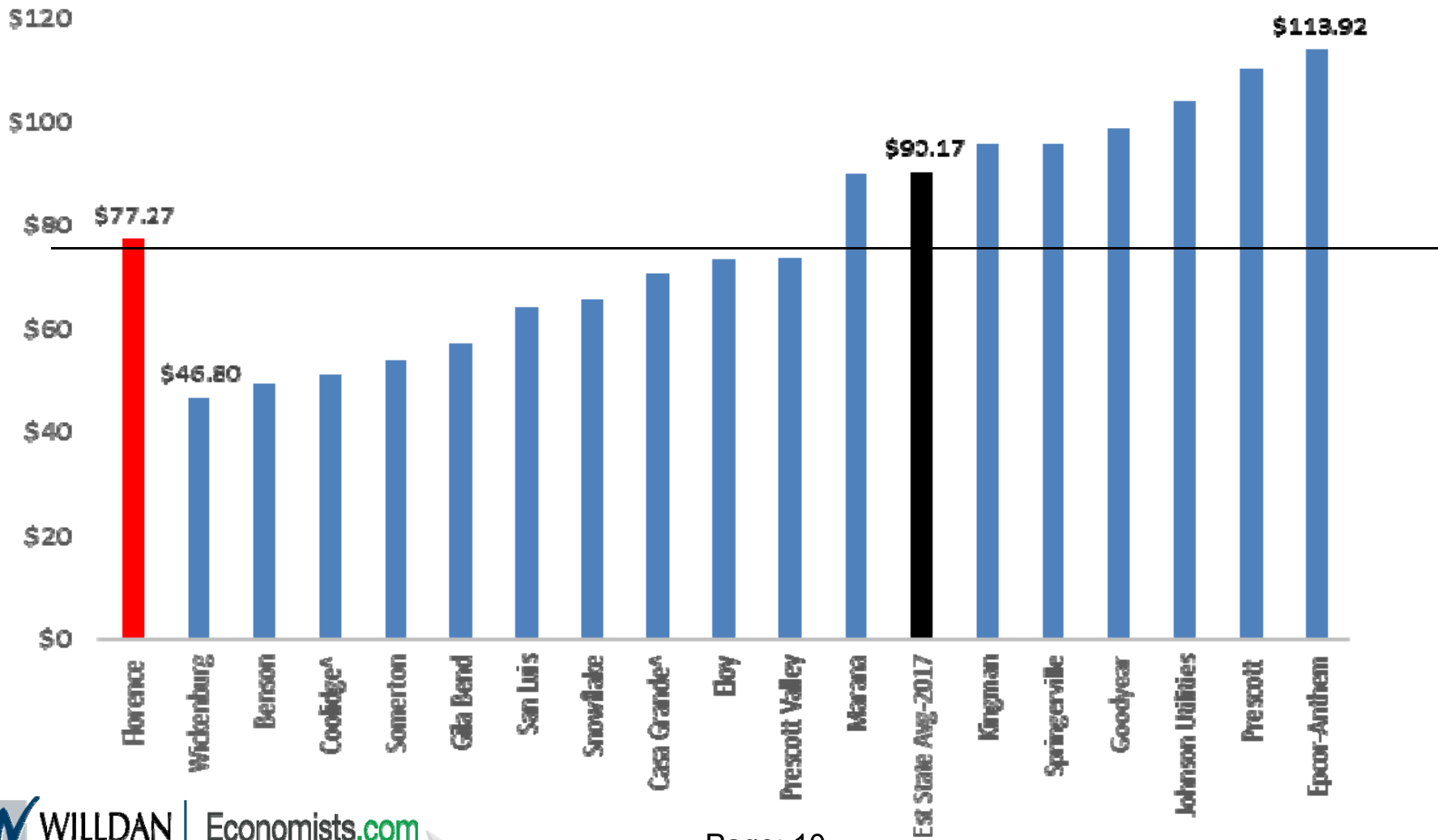
Water/WW Monthly Residential Charges at Various Usage Levels



Monthly Residential Water/WW Charges 7,500 Gallons



Monthly Residential Charges 7,500 Gal Water and Wastewater



Town of Florence Rate Plan History



- 2009 – rate study completed and 5 year rate plan adopted by Council
- 2011 – due to significant changes in CIP and growth forecasts, new study commissioned at which rate plan was reviewed and modified
- New 5 year plan adopted in 2011 but only partially implemented by Town

2011 Residential Rate Plan Adopted by Town



	Implemented by Town				Not Implemented	
	Current	Effective Jul-12	Effective Jul-13	Effective Jul-14	Effective Jul-15	Effective Jul-16
WATER Rates						
Minimum Charge						
5/8" - 3/4"	\$ 19.30	\$ 20.27	\$ 21.28	\$ 22.34	\$ 23.46	\$ 24.63
1"	32.17	33.78	35.47	37.24	39.10	41.06
2"	128.67	135.10	141.86	148.95	156.40	164.22
3" Compound	205.88	216.17	226.99	238.34	250.25	262.77
3" Turbine	225.18	236.44	248.26	260.68	273.71	287.39
Volume Charge: Per 1,000 Gallons						
- 10,000	1.38	1.45	1.52	1.59	1.67	1.76
10,001 18,700	1.91	2.01	2.11	2.21	2.32	2.44
18,700 Above	3.39	3.56	3.74	3.93	4.12	4.33
WASTEWATER Rates						
Minimum Charge	\$ 12.78	\$ 15.33	\$ 16.87	\$ 18.55	\$ 19.48	\$ 20.45
Volume Charge: Per 1,000 Gallons						
Residential	2.99	3.59	3.95	4.35	4.57	4.79
Commercial	3.01	3.61	3.97	4.37	4.59	4.82
Institutional	4.20	5.74	5.97	6.94	7.36	7.64

2017 Rate Study and Financial Plan

Primary Goals



- Maintain a superior quality of water and wastewater service
- Minimize operating cost increases without impairing quality of service
- Fund Capital expenditures in a manner sufficient to meet needs of both maintenance and system growth
- Ensure that any rate adjustments are implemented in a manner that minimizes the impact on ratepayers and their families

Key Components of Cost of Service

1 -- Operating Expenses



- Due to inflation, most operating expenses expected to increase 3.0% per year
- Some expenses (chemicals, insurance, workers compensation) may increase at greater rates
- Maintenance costs, personnel levels and other factors likely to remain stable but will be subject to modest cost increases
- System growth may impact overall operating expenses:
 - New subdivisions/residential accounts
 - Prison expansion

Key Components of Cost of Service

2 -- Capital Expenditures



- Capital Expenditures – the long term investments to build, replace and refurbish water and wastewater infrastructure

- Capital expenditures impact long-term rates in 3 ways:
 - How much has to be spent

 - When does it have to be spent

 - How to finance expenditures – Pay As You Go (PAYGO) vs. long-term debt



Rate Design Alternatives



Advantages and disadvantages of current Inverted Bloc rate plan:

Advantages

- Encourages conservation
- Lowest rates on lowest volume users, who are typically lower and fixed income
- Popular and accepted throughout USA

Disadvantages

- Highest volume users pay much higher monthly charges

Potential Alternative Rate Designs

Option: Adjusted Inverted Blocks



- **Concept:** keep inverted block but change factors:
 - Revise gallon tiers (0-10,000, 10,001-18,700, 18,701-above)
 - Increase/lower monthly charge

- **Advantages:** some changes may be seen as more “fair”; more general logic to rate tiers

- **Disadvantages:** will disproportionately impact certain ratepayers based on usage

Potential Alternative Rate Designs

Option: Lifeline Rates



- **Concept:** charge lower rates to certain customers who qualify based on low income, senior status or hardship
- **Advantages:** provides for neediest ratepayers
- **Disadvantages:** higher rates for remaining customers; potential for fraud or abuse

Potential Alternative Rate Design

Option: Uniform Rates



- **Concept:** charge the same rate per 1,000 gallons for all usage
- **Advantages:** seen as fair; more in line with water cost economics
- **Disadvantages:** does not encourage conservation; higher rates for lower volume users and lower rates for higher volume users

Potential Alternative Rate Design

Option: Seasonal Rates



- **Concept:** higher charges during high usage summer months
- **Advantages:** encourages conservation and prudent water usage
- **Disadvantages:** hard to implement and for ratepayers to track; can lead to sudden large increases in monthly charges

Potential Alternative Rate Design Option: Fixed and Variable Rates



- **Concept:** recover all fixed costs in monthly charge; variable costs in volumetric charge
- **Advantages:** guaranteed revenue stream for utility; all customers pay fixed charges
- **Disadvantages:** large increases for low volume users; does not encourage conservation

2017 Rate Study Current Status




- Project team has held a series of meetings with staff to go over utility background, study goals and information requirements
- Town staff and team working on acquiring the extensive data needed to complete study
- Comprehensive rate model is being updated
- Preliminary goals and drafts expected 30-60 days after final receipt of data from Town

Presentation Summary



- Rate studies and long-term financial plans are a means for which a utility can accomplish its overall objectives
- Therefore, rate plans are not just financial decisions – they are social, community and political decisions as well
- In the coming months project team will work closely with staff and Council to develop a plan that will accomplish the Town’s objectives and benefit both the Town and its ratepayers



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: August 21, 2017 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber, HR Director SUBJECT: PSPRS Fire Local Board Membership		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion to ratify the re-election of Corey Pine as an employee representative on the Town of Florence Public Safety Personnel Retirement System Fire Local Board for a period of four years.

BACKGROUND/DISCUSSION:

Arizona law requires our full-time sworn Fire Department employees to be enrolled in the Public Safety Personnel Retirement System (PSPRS) for retirement and disability benefits. The law requires a local system Board and vests in the Local Board specific responsibilities for administration of the local system. Two of the five Boardmembers must be elected by our Fire Department PSPRS members. Two nominations were received in response to a call for nominations...for Corey Pine (the incumbent Board member) and John Kemp. Ballots were prepared and distributed and Corey Pine was re-elected to the Board.

A VOTE OF NO WOULD MEAN:

Not a viable option; law requires member employees to elect their representatives.

A VOTE OF YES WOULD MEAN:

Ratifying the results of the PSPRS Fire Local Board election.

FINANCIAL IMPACT:

None

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9b.

MEETING DATE: August 21, 2017

DEPARTMENT: Development Services

STAFF PRESENTER: Michelle Orton, Planning Manager

SUBJECT: Resolution No. 1637-17: Final Plat for a Re-Subdivision of Parcels 5, 6, 7, 13, 17, 24 and Tract J of Mesquite Trails

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE:

- Community Vitality Economic Prosperity Leadership and Governance
- Partnership and Relationships Transportation and Infrastructure
- Statutory None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1637-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCELS 5, 6, 7, 13, 17, 24 AND TRACT J OF MESQUITE TRAILS; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Mesquite Trails LLC, requests approval of the proposed re-subdivision final plat located at the southeast corner of Heritage Road and Felix Road. Mesquite Trails is a Planned Unit Development (PUD) approved by Ordinance No. 380-05 May 2, 2005.

The applicant was previously approved for a Final Plat of Mesquite Trails on May 10, 2006. With consideration of the proposed North South Corridor, the applicant subsequently revised the plan to ensure that no single-family homes were dislocated by future right of way. The realignment of lot lines will affect Parcels 5, 6, 7 and 24. Parcel 7 will provide future right of way as needed for the proposed North South Corridor. The applicant is requesting to realign lot lines within these parcels.

The location of the of the well site on the proposed re-subdivision is an additional change from the previous final plat. Johnson Utilities requires a well site on Mesquite Trails. The southeast corner of Parcel 13 was granted. When the well was tested the arsenic levels were too high. Johnson Utilities has now requested the southwest corner of Parcel 17 along Felix Road for a well site. The proposed re-subdivision will remove the well site from Parcel 13 and add it to Parcel 17 as Tract "J".

The re-subdivision maintains the 80-foot right of way on Mesquite Trails Boulevard and the 60-foot right of way on Marshall Way and Mercado Drive. The proposed acreage for this site is 94.15 +/- acres.

Public Works and the Fire Department staff have reviewed the proposed subdivision and support the approval of this final plat. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat a Re-Subdivision of Parcels 5, 6, 7, 13, 17, 24 and Tract J is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pursuant to the Pre-Annexation and Development Agreement the owner, Mesquite Trails, LLC will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1637-17

Final Plat for a Re-Subdivision of Parcels 5, 6, 7, 13, 17, 24 and Tract J of Mesquite Trails.

RESOLUTION NO. 1637-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCELS 5, 6, 7, 13, 17, 24 AND TRACT J OF MESQUITE TRAILS; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for a Re-Subdivision of Parcels 5, 6, 7, 13, 17, 24 & Tract J of Mesquite Trails subject to Developer/Owner's compliance with all applicable laws and ordinances.

2. Prior to issuing particular building permit (s) or permits for construction of infrastructure, the Town may require Owner to provide assurances to the Town where appropriate and necessary to assure the installation of infrastructure and improvements directly related to such building permit (s) or permits for construction that Owner undertakes. The Town agrees that within twenty (20) days from the Town's approval of the particular completed infrastructure or service improvement for which the Town has required such an assurance, the Town shall release (or, in the case of a letter of credit, accept a substitute letter of credit) such infrastructure assurance, in whole or in part as may be appropriate under the circumstances. Owner may elect one of the following methods of assurance:

- (a) Irrevocable letter of credit from a recognized financial institution acceptable to the Town, authorized and licensed to do business in the State of Arizona;
- (b) Cash or certified check;
- (c) Corporate surety bond executed by a company acceptable to the Town and licensed to do business in the State of Arizona;
- (d) After approval of a final plat by the Council and the recording by the Planning Director of the final plat, withholding of the issuance of a certificate of occupancy until such time that all required subdivision improvements have been completed;
- (e) Such other assurance mechanism agreed to by Owner and the Town.

4. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 21st day of August 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

STATE OF ARIZONA)
 COUNTY OF PINAL) SS.
 I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON
 THIS ____ DAY OF _____, 2016, IN BOOK ____ OF MAPS AND
 PLATS AT PAGE ____ THEREOF AT
 COUNTY RECORDER _____ DEPUTY

3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5376
 Fax: 480.705.5376
 www.unitedeng.com

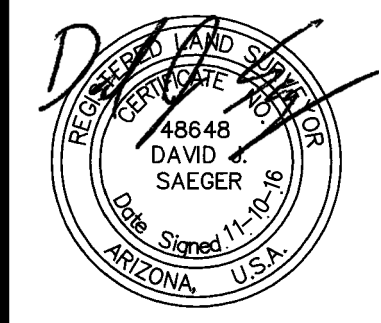


united engineering group

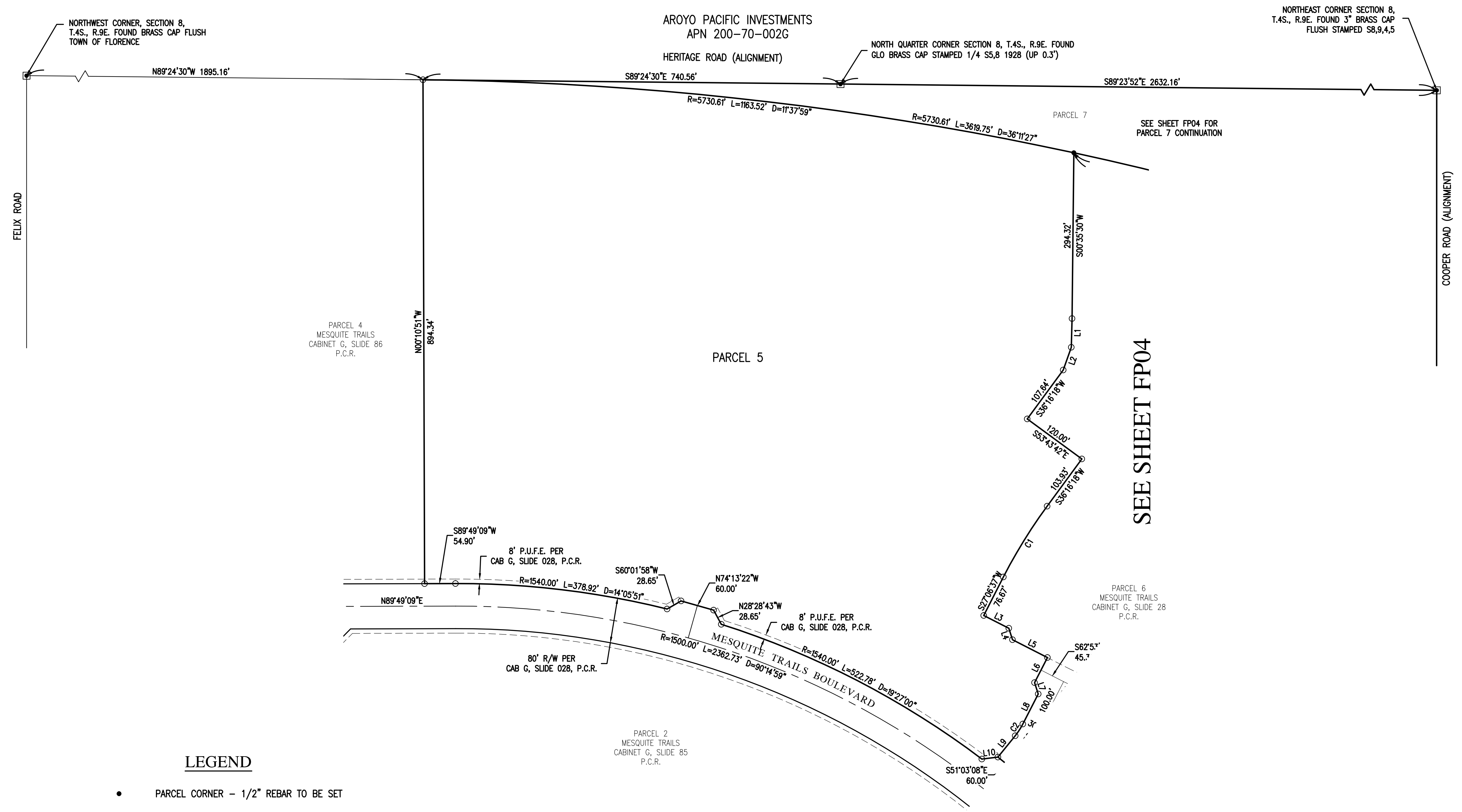
NO.	REVISIONS	DESCRIPTION	DATE

FINAL PLAT
OF PARCELS 5, 6, 7, 13, 17, 24 & TRACT J, LOCATED
WITHIN THE FINAL PLAT OF MESQUITE TRAILS
(CABINET G, SLIDE 028, P.C.R.)

SUBMITTALS:
 DESIGNED BY:
 DRAWN BY: BLM
 CHECKED BY: DJM



FP03
 SHEET 3 OF 5
 PROJECT NUMBER
 15909



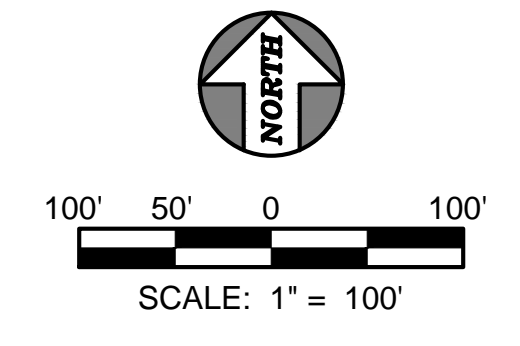
CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA
C1	925.00'	147.91'	009°09'42"
C2	120.00'	24.79'	011°50'16"
C3	1540.00'	40.09'	001°29'29"
C6	150.00'	30.99'	011°50'16"
C7	200.00'	172.30'	049°21'36"
C8	200.00'	24.07'	006°53'45"
C9	455.00'	255.15'	032°07'46"

LINE TABLE

LINE #	LENGTH	BEARING
L1	51.02'	S01°38'01"W
L2	42.85'	S19°31'57"W
L3	50.00'	S62°53'23"E
L4	21.21'	N17°53'23"W
L5	69.59'	S62°53'23"E
L6	50.00'	N27°06'37"E
L7	21.21'	S17°53'23"E
L8	60.00'	S27°06'37"W
L9	48.73'	N38°56'52"E
L10	28.65'	N83°12'13"E
L11	28.65'	N05°18'29"W

- LEGEND**
- PARCEL CORNER - 1/2" REBAR TO BE SET
 - EXISTING PARCEL CORNER
 - ▣ FOUND BRASSCAP AS NOTED
 - P.C.R. PINAL COUNTY RECORDER
 - P.U.F.E. PUBLIC UTILITIES & FACILITIES EASEMENT



SEE SHEET FP04

SEE SHEET FP04 FOR PARCEL 7 CONTINUATION

STATE OF ARIZONA)
 COUNTY OF PINAL) SS.
 I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON _____ DAY OF _____, 2016, IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF AT _____ COUNTY RECORDER _____ DEPUTY

3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
 www.unitedeng.com

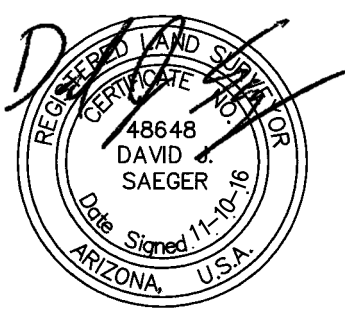


united engineering group

NO.	REVISIONS	DESCRIPTION	DATE

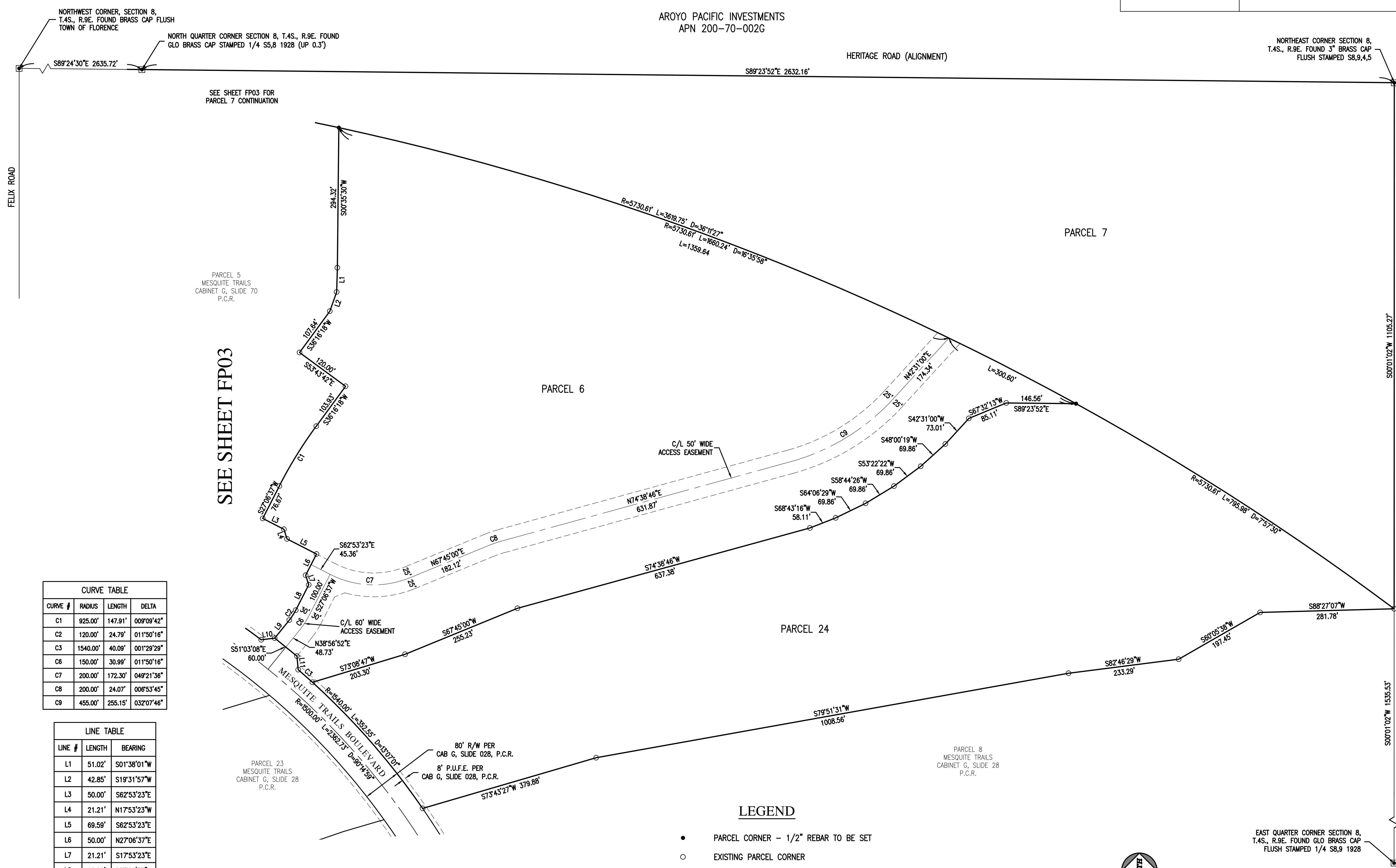
FINAL PLAT
 OF PARCELS 5, 6, 7, 13, 17, 24 & TRACT J, LOCATED
 WITHIN THE FINAL PLAT OF MESQUITE TRAILS
 (CABINET G, SLIDE 028, P.C.R.)

SUBMITTALS:	
DESIGNED BY:	
DRAWN BY:	BLM
CHECKED BY:	DJM



EXPIRES 09/30/17
FP04
 SHEET 4 OF 5
 PROJECT NUMBER
 15909

AROYO PACIFIC INVESTMENTS
 APN 200-70-002G



SEE SHEET FP03 FOR
 PARCEL 7 CONTINUATION

PARCEL 5
 MESQUITE TRAILS
 CABINET G, SLIDE 70
 P.C.R.

SEE SHEET FP03

PARCEL 6

PARCEL 7

PARCEL 24

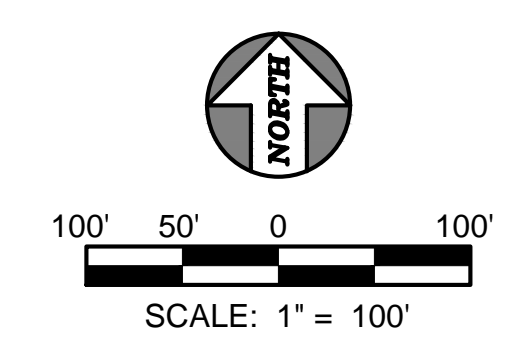
PARCEL 23
 MESQUITE TRAILS
 CABINET G, SLIDE 28
 P.C.R.

PARCEL 8
 MESQUITE TRAILS
 CABINET G, SLIDE 28
 P.C.R.

CURVE #	RADIUS	LENGTH	DELTA
C1	925.00'	147.91'	009°09'42"
C2	120.00'	24.79'	011°50'16"
C3	1540.00'	40.09'	001°29'29"
C6	150.00'	30.99'	011°50'16"
C7	200.00'	172.30'	049°21'36"
C8	200.00'	24.07'	006°53'45"
C9	455.00'	255.15'	032°07'46"

LINE #	LENGTH	BEARING
L1	51.02'	S01°38'01"W
L2	42.85'	S19°31'57"W
L3	50.00'	S62°53'23"E
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L7	21.21'	S17°53'23"E
L8	60.00'	S27°06'37"W
L9	48.73'	N38°56'52"E
L10	28.65'	N83°12'13"E
L11	28.65'	N05°18'29"W

- LEGEND**
- PARCEL CORNER - 1/2" REBAR TO BE SET
 - EXISTING PARCEL CORNER
 - FOUND BRASSCAP AS NOTED
 - P.C.R. PINAL COUNTY RECORDER
 - P.U.F.E. PUBLIC UTILITIES & FACILITIES EASEMENT



EAST QUARTER CORNER SECTION 8,
 T.4S., R.9E. FOUND GLO BRASS CAP
 FLUSH STAMPED 1/4 S8,9 1928



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9c.

MEETING DATE: August 21, 2017

DEPARTMENT: Development Services

STAFF PRESENTER: Michelle Orton, Planning Manager

SUBJECT: Resolution No. 1638-17: Final Plat for a Re-Subdivision of Parcel 5 of Mesquite Trails - Parcel 5

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE:

- Community Vitality Economic Prosperity Leadership and Governance
- Partnership and Relationships Transportation and Infrastructure
- Statutory None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1638-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCEL 5 OF MESQUITE TRAILS – PARCEL 5; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Mesquite Trails LLC, requests approval of the proposed final plat located at the southeast corner of Heritage Road and Felix Road. Mesquite Trails is a Planned Unit Development (PUD) approved by Ordinance No. 380-05 May 2, 2005.

The applicant was previously approved for a Final Plat of Mesquite Trails, Parcel 5 on August 7, 2006. With consideration of the proposed North South Corridor, the applicant subsequently revised the plan to ensure that no single-family homes were dislocated by future right of way. The applicant is requesting to realign the lots in Parcel 5.

The proposed final plat maintains the 50-foot rights of way on Hay Loft Drive, Corazon Drive, Alfalfa Drive, Madera Drive, Mariachi Drive, Azul Way and Paseo Drive. The proposed acreage for this site is 24.49 +/- acres with a total of 112 single family parcels

Public Works and the Fire Department staff have reviewed the proposed subdivision and support the approval of this final plat. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

The Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat for a Re-Subdivision of Parcel 5 of Mesquite Trails - Parcel 5 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pursuant to the Pre-Annexation and Development Agreement the owner, Mesquite Trails, LLC will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1638-17
Re-Subdivision of Parcel 5 of Mesquite Trails - Parcel 5.

RESOLUTION NO. 1638-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR A RE-SUBDIVISION OF PARCEL 5 OF MESQUITE TRAILS – PARCEL 5; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for a Re-Subdivision of Parcels 5 of Mesquite Trails – Parcel 5 subject to Developer/Owner's compliance with all applicable laws and ordinances.

2. Prior to issuing particular building permit (s) or permits for construction of infrastructure, the Town may require Owner to provide assurances to the Town where appropriate and necessary to assure the installation of infrastructure and improvements directly related to such building permit (s) or permits for construction that Owner undertakes. The Town agrees that within twenty (20) days from the Town's approval of the particular completed infrastructure or service improvement for which the Town has required such an assurance, the Town shall release (or, in the case of a letter of credit, accept a substitute letter of credit) such infrastructure assurance, in whole or in part as may be appropriate under the circumstances. Owner may elect one of the following methods of assurance:

- (a) Irrevocable letter of credit from a recognized financial institution acceptable to the Town, authorized and licensed to do business in the State of Arizona;
- (b) Cash or certified check;
- (c) Corporate surety bond executed by a company acceptable to the Town and licensed to do business in the State of Arizona;
- (d) After approval of a final plat by the Council and the recording by the Planning Director of the final plat, withholding of the issuance of a certificate of occupancy until such time that all required subdivision improvements have been completed;
- (e) Such other assurance mechanism agreed to by Owner and the Town; or
- (f) Other free and clear land owned by Owner.

4. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 21st day of August 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA)
) SS.
 COUNTY OF PINAL)

KNOW ALL MEN BY THESE PRESENTS:

THAT MESQUITE TRAILS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER HAS RE-SUBDIVIDED UNDER THE NAME "RE-SUBDIVISION OF MESQUITE TRAILS - PARCEL 5", AS SHOWN ON THE FINAL PLAT RECORDED IN CAB G, SLID 028, PINAL COUNTY RECORDER, LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THE RE-SUBDIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS AND TRACTS, SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THIS RE-SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE FINAL PLAT OF MESQUITE TRAILS (CABINET G, SLIDE 028, P.C.R.), AND THE FINAL PLAT OF MESQUITE TRAILS - PARCEL 5 (CABINET G, SLIDE 070, P.C.R.)

IN WITNESS WHEREOF:

MESQUITE TRAILS LLC, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED

THIS _____ DAY OF _____, 2016.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
 COUNTY OF PINAL)

ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____ DATE _____

LIENHOLDER'S RATIFICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT STEARNS BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST AND SECURITY AGREEMENT AND FUTURE FINANCING STATEMENT AND ASSIGNMENT OF RENTS, DOCUMENT FEE NO. 2011-018232, OFFICIAL RECORDS OF PINAL COUNTY RECORDER, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SIGNED HIS NAME THIS _____ DAY OF _____, 2016.

STEARNS BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION.

BY: MICHAEL D. WANEGAR)
) VICE PRESIDENT
 ITS _____)

GENERAL NOTES:

- NO TREES ARE PERMITTED WITHIN THE RIGHT-OF-WAY SIGHT VISIBILITY EASEMENTS AND NO TEMPORARY OR PERMANENT OBJECT, STRUCTURE OR LANDSCAPING SHALL EXCEED TWENTY-FOUR INCHES IN HEIGHT WITHIN THE RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS.
- TRACTS 5A, 5B, 5C, AND 5D ARE COMMON AREAS WHICH SHALL BE GRANTED AND CONVEYED TO AND MAINTAINED BY THE MESQUITE TRAILS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION.
- NO STRUCTURE SHALL BE CONSTRUCTED IN NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE STORM WATER RETENTION/DETENTION AREAS OR TO DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY THE TOWN OF FLORENCE.
- THE STORMWATER RETENTION VOLUMES REQUIRED BY THE TOWN OF FLORENCE DRAINAGE ORDINANCE HAVE BEEN MET AND THE OVERALL GROSS RETENTION/DETENTION VOLUMES WILL NOT BE CHANGED WITHOUT PRIOR APPROVAL OF THE TOWN OF FLORENCE. MAINTENANCE OF THE AREAS SUBJECT TO STORM WATER RETENTION/DETENTION SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.
- ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
- MAINTENANCE OF ALL STREET LIGHTING AND LANDSCAPING WITHIN THE COMMON AREA(S) AND THE STREET RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE MESQUITE TRAILS HOMEOWNERS ASSOCIATION.
- ALL SUBDIVISION STREETS, WHETHER PUBLIC OR PRIVATE, AND WORK WITHIN THE SUBDIVISION STREETS REQUIRE PERMITS FROM AND INSPECTIONS BY THE TOWN OF FLORENCE.
- ALL TRENCH WORK WITHIN UTILITY EASEMENTS REQUIRE PERMITS FROM AND INSPECTIONS BY TOWN OF FLORENCE.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, AS ADOPTED BY PINAL COUNTY AND ADMINISTERED BY THE TOWN OF FLORENCE BUILDING SAFETY DEPARTMENT.
- NO SCHOOLS OR DAY CARE CENTERS SHALL BE LOCATED WITHIN ONE-QUARTER (1/4) MILE OF LAND IN AGRICULTURAL PRODUCTION REQUIRING AERIAL SPRAYING.
- A HOMEOWNER'S ASSOCIATION SHALL BE ESTABLISHED AND COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BE APPROVED BY THE TOWN OF FLORENCE AND RECORDED PRIOR TO ISSUANCE OF ANY PERMITS.
- CONSTRUCTION WITHIN EASEMENTS, EXCEPT BY PUBLIC AGENCIES AND UTILITY COMPANIES, SHALL BE LIMITED TO UTILITIES AND WOOD, WIRE OR REMOVABLE SECTION-TYPE FENCING.
- THIS SUBDIVISION COMPLIES WITH SECTION 404 OF THE FEDERAL CLEAN WATER ACT.

WATER AND SEWER SERVICE CERTIFICATION

MESQUITE TRAILS PARCELS 5, 6, 7, 13, 17 & 24 ARE WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

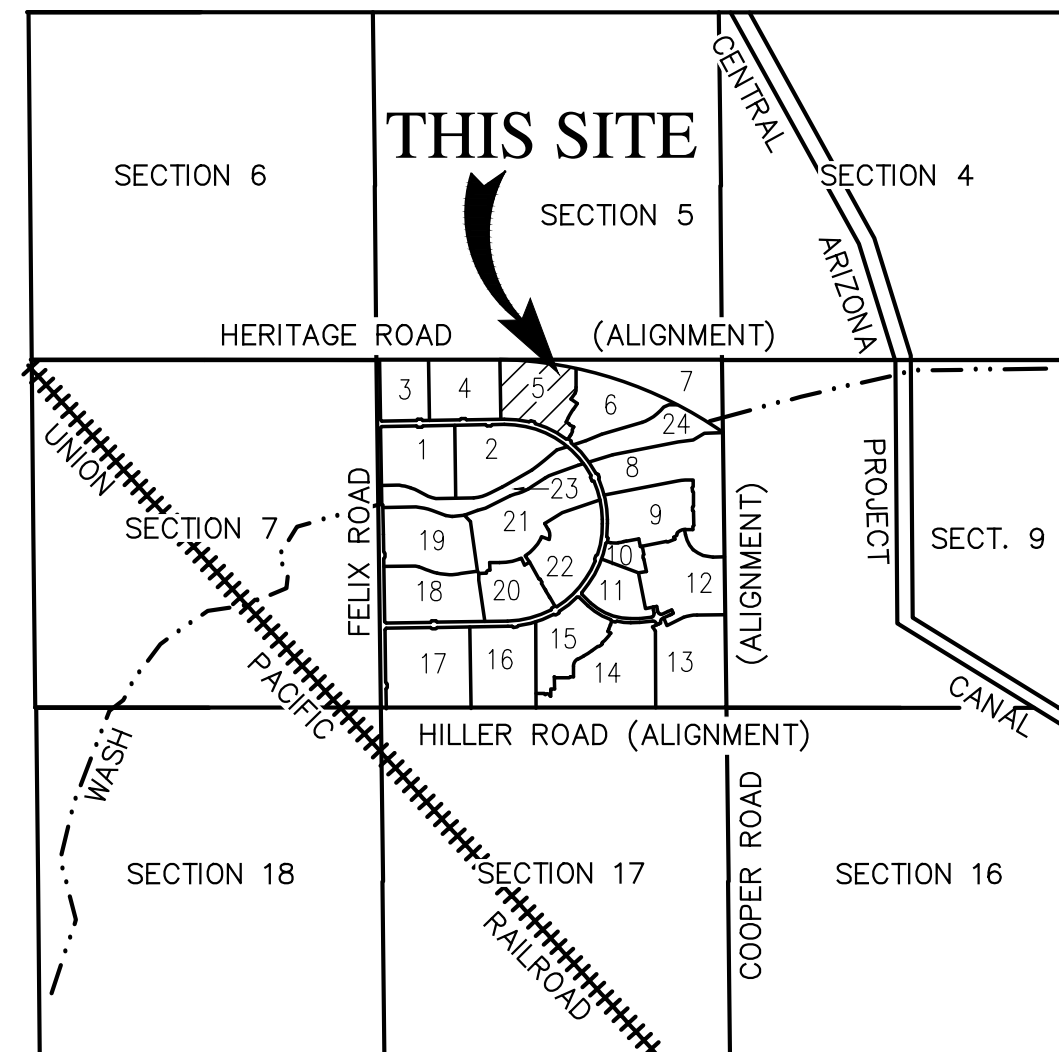
JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

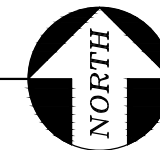
**FINAL PLAT
 FOR
 A RE-SUBDIVISION OF PARCEL 5
 OF
 MESQUITE TRAILS - PARCEL 5
 RECORDED IN CABINET G, SLIDE 070, P.C.R.**

BEING LOCATED IN A PORTION OF THE NORTH HALF OF SECTION 8,
 TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER
 MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA



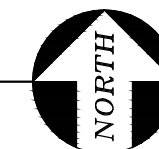
VICINITY MAP

(NOT TO SCALE)



SHEET INDEX MAP

SCALE: 1"=200'



SERVICE PROVIDERS

WATER: JOHNSON UTILITIES, L.L.C.
 SEWER: JOHNSON UTILITIES, L.L.C.
 ELECTRIC: ARIZONA PUBLIC SERVICE
 TELEPHONE: QWEST COMMUNICATIONS
 GAS: SOUTHWEST GAS
 CABLE TV: CABLE AMERICA
 FIRE: FLORENCE FIRE DEPARTMENT
 POLICE: TOWN OF FLORENCE
 SCHOOLS: FLORENCE UNIFIED SCHOOL DISTRICT
 SOLID WASTE: TOWN OF FLORENCE

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE RE-SUBDIVISION OF THE PREMISES DESCRIBED AND REPLATTED HEREIN WERE MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2016; AND THIS RE-SUBDIVISION REPRESENTS THE SURVEY MADE. I FURTHER CERTIFY ALL EXTERIOR BOUNDARY MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE AND MATERIAL ARE ACCURATELY SHOWN, AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

David J. Saeger
 DAVID J. SAEGER, RLS #48648

11-10-16
 DATE

STATE OF ARIZONA)
) SS.
 COUNTY OF PINAL)
 I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON _____ DAY OF _____, 2016, IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF AT _____ COUNTY RECORDER _____ DEPUTY

OWNER/DEVELOPER:

MESQUITE TRAILS LLC
 701 FIFTH AVENUE, 74TH FLOOR
 SEATTLE, WA 98104
 PHONE: (206) 707-7300
 FAX: (206) 707-7399
 CONTACT: JORGE VILARRASA

SURVEYOR:

UNITED ENGINEERING GROUP
 3205 WEST RAY ROAD, SUITE 1
 CHANDLER, ARIZONA 85226
 PHONE: (480) 705-5372
 FAX: (480) 705-5376
 CONTACT: DAVID J. SAEGER, R.L.S.

BASIS OF BEARINGS:

FROM A FOUND 3 1/2" ALUMINUM CAP STAMPED "FINAL COUNTY" ACCEPTED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 9 EAST TO A FOUND GLO BRASS CAP STAMPED "1/4 S5,8 1928" ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 9 EAST THE BEARING IS SOUTH 89 DEGREES 24 MINUTES 30 SECONDS EAST.

ZONING:

ZONING: P.A.D. (ORDINANCE NO. 380-05)

SHEET INDEX

FP01 COVER SHEET
 FP02 LOT AREA TABLE
 TRACT AREA TABLE
 DETAILS
 FP03-FP05 FINAL PLAT

SITE DATA:

GROSS AREA: 1,067,174 SF, 24.4990 AC.
 NET AREA: 1,067,174 SF, 24.4990 AC.
 AREA OF STREETS: 198,240 SF, 4.5509 AC.
 AREA OF TRACTS: 141,191 SF, 3.2413 AC.
 AREA OF LOTS: 727,743 SF, 16.7069 AC.
 NUMBER OF LOTS: 112
 OVERALL DENSITY: 4.57 DU/A
 AVERAGE LOT SIZE: 6,498 SF, 0.1492 AC.

FLOOD ZONE CLASSIFICATION:

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP #04021C0875E, DATED DECEMBER 4, 2007, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X": AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
 COUNTY OF PINAL)

ON THIS _____ DAY OF _____, 2016, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____ DATE _____

APPROVALS

BY ACCEPTANCE OF THIS RE-SUBDIVISION, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS AND PROPERTY LINES AS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 2016.

APPROVED BY: _____ DATE _____
 COMMUNITY DEVELOPMENT DIRECTOR
 TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE _____
 TOWN ENGINEER
 TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 2016.

APPROVED BY: _____ DATE _____
 MAYOR

ATTEST: _____ DATE _____
 TOWN CLERK

3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
 www.uegeng.com

united engineering group

NO.	REVISIONS	DATE

**FINAL PLAT
 OF MESQUITE TRAILS - PARCEL 5
 (CABINET G, SLIDE 070, P.C.R.)**

SUBMITTALS:

DESIGNED BY: _____
 DRAWN BY: BLM
 CHECKED BY: DJM

EXPIRES 09/30/17

FP01

SHEET 1 OF 5
 PROJECT NUMBER
 15909

LEGAL DESCRIPTION

PARCEL 5 OF THE FINAL PLAT FOR "MESQUITE TRAILS-PARCEL 5", RECORDED IN CABINET G, SLIDE 070, PINAL COUNTY RECORDS, LYING IN A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 5, SAID POINT BEING A POINT OF CURVATURE WHOSE RADIUS BEARS SOUTH 00 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 5730.61 FEET;

THENCE LEAVING SAID NORTH LINE OF SECTION 8, EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°37'59", AN ARC DISTANCE OF 1163.52 FEET, TO A POINT OF NON-TANGENCY AND THE WESTERLY LINE OF PARCEL 6 OF MESQUITE TRAILS, CABINET G, SLIDE 028, PCR;

THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS WEST A DISTANCE OF 294.32 FEET;

THENCE SOUTH 01 DEGREES 38 MINUTES 01 SECONDS WEST A DISTANCE OF 51.02 FEET;

THENCE SOUTH 19 DEGREES 31 MINUTES 57 SECONDS WEST A DISTANCE OF 42.85 FEET;

THENCE SOUTH 36 DEGREES 16 MINUTES 18 SECONDS WEST A DISTANCE OF 107.64 FEET;

THENCE SOUTH 53 DEGREES 43 MINUTES 42 SECONDS EAST A DISTANCE OF 120.00 FEET;

THENCE SOUTH 36 DEGREES 16 MINUTES 18 SECONDS WEST A DISTANCE OF 103.93 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE LEFT HAVING A RADIUS OF 925.00 FEET;

THENCE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 09 MINUTES 42 SECONDS AN ARC LENGTH OF 147.91 FEET;

THENCE SOUTH 27 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 76.67 FEET;

THENCE SOUTH 62 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 17 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 62 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 69.59 FEET;

THENCE SOUTH 27 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 17 DEGREES 53 MINUTES 23 SECONDS EAST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 27 DEGREES 06 MINUTES 37 SECONDS WEST A DISTANCE OF 60.00 FEET;

TO THE BEGINNING OF A TANGENT CURVE CONCAVE LEFT HAVING A RADIUS OF 120.00 FEET;

THENCE LEFT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 50 MINUTES 16 SECONDS AN ARC LENGTH OF 24.79 FEET;

THENCE SOUTH 38 DEGREES 56 MINUTES 52 SECONDS WEST A DISTANCE OF 48.73 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MESQUITE TRAILS BOULEVARD, AS SHOWN ON "MESQUITE TRAILS" FINAL PLAT, RECORDED IN CABINET G, SLIDE 028, PINAL COUNTY RECORDS;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:

(1) SOUTH 83 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 28.65 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1540.00 FEET; THE CENTER OF WHICH BEARS SOUTH 37 DEGREES 05 MINUTES 15 SECONDS WEST;

(2) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 27 MINUTES 00 SECONDS AN ARC LENGTH OF 522.78 FEET;

(3) NORTH 28 DEGREES 28 MINUTES 43 SECONDS WEST A DISTANCE OF 28.65 FEET;

(4) NORTH 74 DEGREES 13 MINUTES 22 SECONDS WEST A DISTANCE OF 60.00 FEET;

(5) SOUTH 60 DEGREES 01 MINUTES 58 SECONDS WEST A DISTANCE OF 28.65 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1540.00 FEET; THE CENTER OF WHICH BEARS SOUTH 13 DEGREES 55 MINUTES 01 SECONDS WEST;

(6) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 05 MINUTES 51 SECONDS AN ARC LENGTH OF 378.92 FEET TO A POINT OF TANGENCY;

(7) SOUTH 89 DEGREES 49 MINUTES 09 SECONDS WEST A DISTANCE OF 54.90 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 00 DEGREES 10 MINUTES 51 SECONDS WEST A DISTANCE OF 894.34 FEET TO THE POINT OF BEGINNING.

LOT AREA TABLE

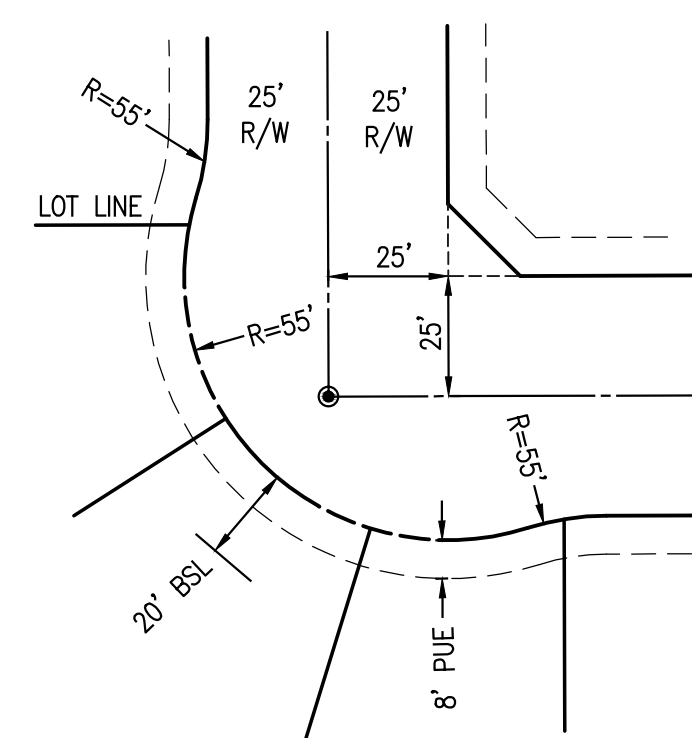
LOT #	AREA
1	6509 SF
2	6509 SF
3	6386 SF
4	6180 SF
5	6055 SF
6	6010 SF
7	6197 SF
8	6217 SF
9	6236 SF
10	6255 SF
11	6418 SF
12	6390 SF
13	6318 SF
14	6328 SF
15	6337 SF
16	6344 SF
17	6217 SF
18	6295 SF
19	6012 SF
20	6000 SF
21	6000 SF
22	6000 SF
23	6000 SF
24	6000 SF
25	6488 SF
26	6487 SF
27	6733 SF
28	11678 SF
29	11641 SF
30	6638 SF
31	6043 SF
32	6043 SF
33	6043 SF
34	6043 SF
35	6043 SF
36	6043 SF
37	6043 SF
38	6043 SF

LOT #	AREA
39	6043 SF
40	6043 SF
41	6043 SF
42	6043 SF
43	6043 SF
44	6043 SF
45	6043 SF
46	6403 SF
47	10807 SF
48	9753 SF
49	6042 SF
50	6854 SF
51	8773 SF
52	7183 SF
53	6040 SF
54	7892 SF
55	6217 SF
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57	6313 SF
58	6313 SF
59	6313 SF
60	6313 SF
61	6313 SF
62	6313 SF
63	6313 SF
64	6313 SF
65	6313 SF
66	6313 SF
67	6313 SF
68	7955 SF
69	7124 SF
70	6171 SF
71	6171 SF
72	6171 SF
73	6171 SF
74	6171 SF
75	6171 SF
76	6171 SF

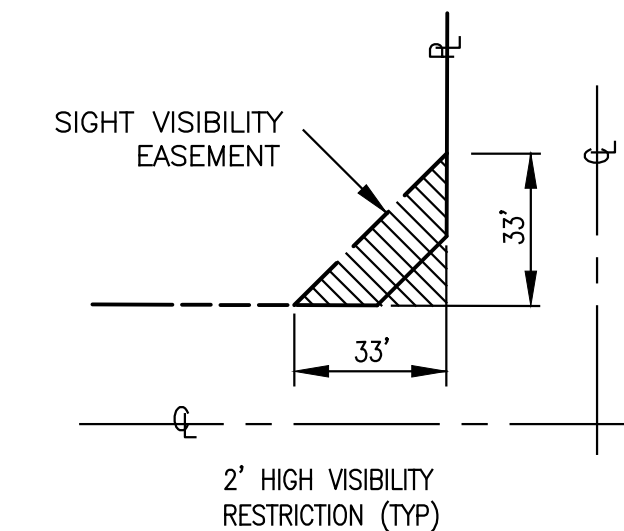
LOT #	AREA
77	6171 SF
78	6171 SF
79	6171 SF
80	6171 SF
81	6171 SF
82	6171 SF
83	8318 SF
84	6195 SF
85	6055 SF
86	6054 SF
87	6054 SF
88	6054 SF
89	6054 SF
90	6608 SF
91	6593 SF
92	6405 SF
93	6192 SF
94	6092 SF
95	6107 SF
96	6097 SF
97	6813 SF
98	6930 SF
99	6190 SF
100	6348 SF
101	6565 SF
102	6633 SF
103	6724 SF
104	6897 SF
105	6132 SF
106	6132 SF
107	6132 SF
108	6132 SF
109	6098 SF
110	6000 SF
111	6000 SF
112	6492 SF

TRACT TABLE

TRACT	USAGE	AREA
5A	LANDSCAPE, OPEN SPACE, P.U.F.E. DRAINAGE EASEMENT & SEWER EASEMENT	32,394 SF
5B	LANDSCAPE, OPEN SPACE, P.U.F.E.	15,890 SF
5C	LANDSCAPE, OPEN SPACE, RETENTION, P.U.F.E. & DRAINAGE EASEMENT	92,062 SF
5D	LANDSCAPE, OPEN SPACE, MEDIAN	845 SF
TOTAL		141,191 SF



BULB-OUT DETAIL
N.T.S.



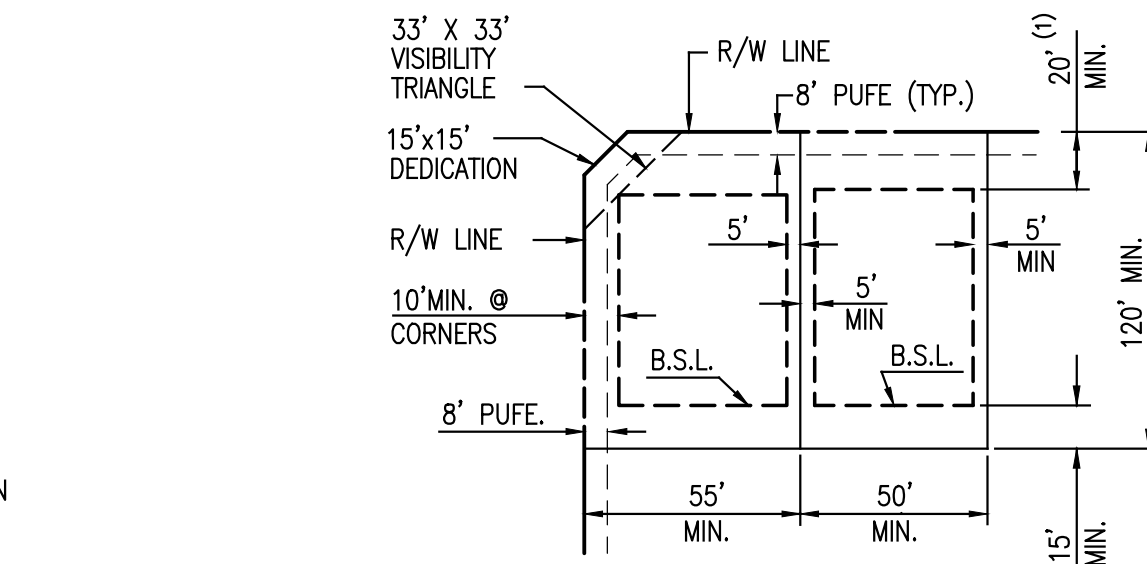
GROUND COVER AND FLOWERS LESS THAN 24 INCHES (MATURE) IN HEIGHT, GRANITE, AND TREES TRIMMED TO MINIMUM OF 7 FEET ABOVE GROUND ALLOWED IN THIS AREA.

NOTE:
DETAIL PERTAINS TO ALL UNCONTROLLED INTERSECTIONS.

CONTROLLED INTERSECTIONS SHALL MEET THE REQUIREMENTS IN PINAL COUNTY.

SIGHT VISIBILITY EASEMENT DETAIL

N.T.S.

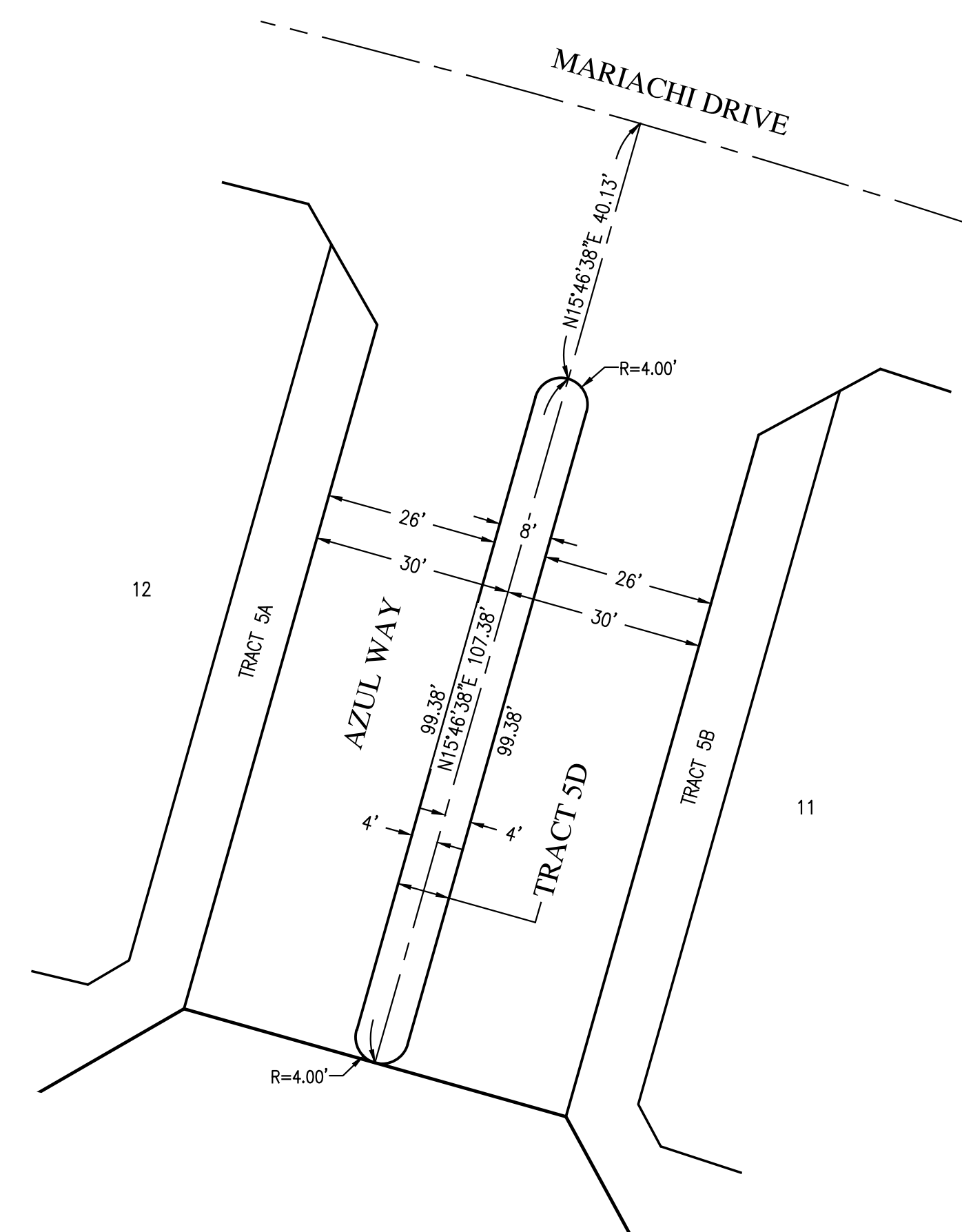


(1) A MINIMUM OF 10' FRONT SETBACK MEASURED FROM THE PROPERTY LINE IS PERMITTED FOR SIDE ENTRY GARAGES. A MINIMUM OF 20' IS REQUIRED FROM BACK OF CURB FRONT FACING GARAGES.

MIN LOT SIZE: 50'x120' - MIN AREA = 6,000sq.ft.

CR-3 PAD TYPICAL LOT DETAIL

N.T.S.



TRACT 5D DETAIL

SCALE: 1"=20'

STATE OF ARIZONA)
COUNTY OF PINAL) SS.
I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON _____ DAY OF _____, 2016, IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF AT _____ COUNTY RECORDER _____ DEPUTY _____

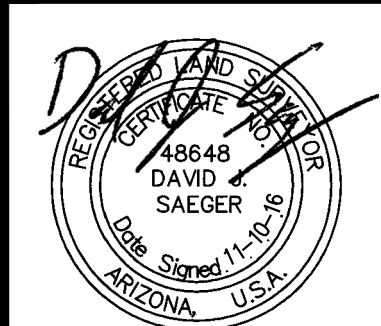
3205 W. Ray Road
Chandler, AZ 85226
Phone: 480.705.5372
Fax: 480.705.5376
www.unitedeng.com

ueq
united engineering group

NO.	REVISIONS	DATE
	DESCRIPTION	

**FINAL PLAT
OF MESQUITE TRAILS - PARCEL 5
(CABINET G, SLIDE 070, P.C.R.)**

SUBMITTALS:
DESIGNED BY:
DRAWN BY: BLM
CHECKED BY: DJM



EXPIRES 09/30/17
FP02
SHEET 2 OF 5
PROJECT NUMBER
15909

STATE OF ARIZONA)
 COUNTY OF PINAL) SS.
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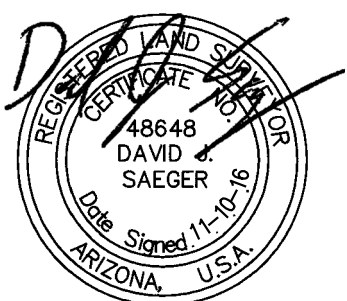
3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
 www.unitedeng.com



NO.	REVISIONS	DESCRIPTION	DATE

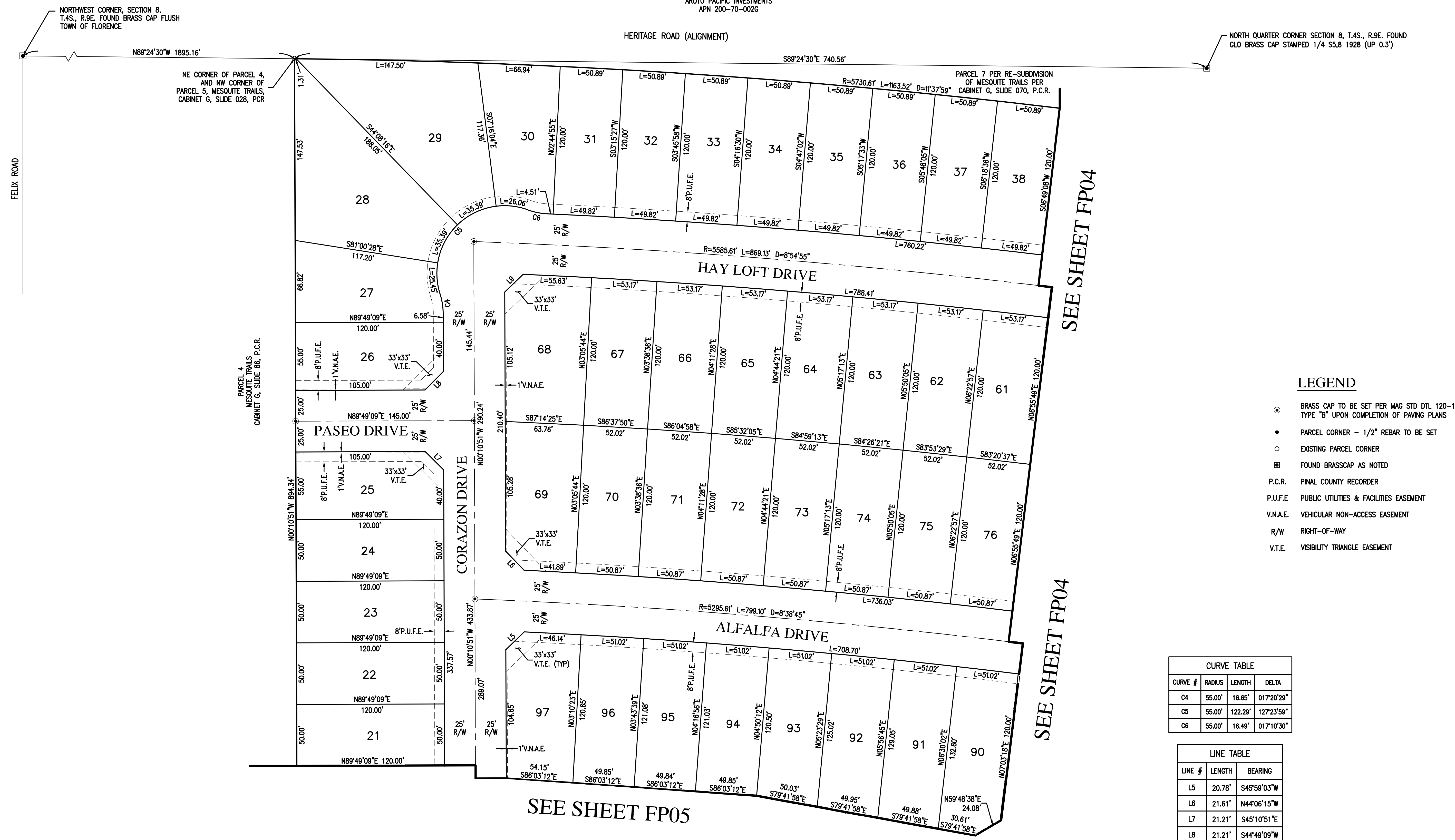
**FINAL PLAT
 OF MESQUITE TRAILS - PARCEL 5
 (CABINET G, SLIDE 070, P.C.R.)**

DESIGNED BY: _____
 DRAWN BY: BLM
 CHECKED BY: DJM



EXPIRES 09/30/17
FP03
 SHEET 3 OF 5
 PROJECT NUMBER
15909

AROYO PACIFIC INVESTMENTS
 APN 200-70-0026



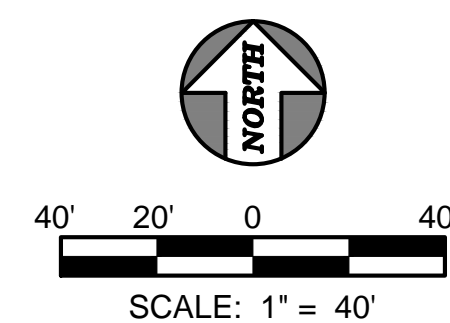
- LEGEND**
- ⊙ BRASS CAP TO BE SET PER MAG STD DTL 120-1 TYPE "B" UPON COMPLETION OF PAVING PLANS
 - PARCEL CORNER - 1/2" REBAR TO BE SET
 - EXISTING PARCEL CORNER
 - ⊠ FOUND BRASSCAP AS NOTED
 - P.C.R. PINAL COUNTY RECORDER
 - P.U.F.E. PUBLIC UTILITIES & FACILITIES EASEMENT
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - R/W RIGHT-OF-WAY
 - V.T.E. VISIBILITY TRIANGLE EASEMENT

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA
C4	55.00'	16.65'	017°20'29"
C5	55.00'	122.29'	127°23'59"
C6	55.00'	16.49'	017°10'30"

LINE TABLE

LINE #	LENGTH	BEARING
L5	20.78'	S45°59'03"W
L6	21.61'	N44°06'15"W
L7	21.21'	S45°10'51"E
L8	21.21'	S44°49'09"W
L9	20.72'	S46°07'56"W



SEE SHEET FP04

SEE SHEET FP04

SEE SHEET FP05

NORTHWEST CORNER, SECTION 8, T.4S., R.9E. FOUND BRASS CAP FLUSH TOWN OF FLORENCE

NORTH QUARTER CORNER SECTION 8, T.4S., R.9E. FOUND GLO BRASS CAP STAMPED 1/4 S5,8 1928 (UP 0.3')

NE CORNER OF PARCEL 4, AND NW CORNER OF PARCEL 5, MESQUITE TRAILS, CABINET G, SLIDE 028, PCR

PARCEL 4, MESQUITE TRAILS, CABINET G, SLIDE 86, P.C.R.

PARCEL 7 PER RE-SUBDIVISION OF MESQUITE TRAILS PER CABINET G, SLIDE 070, P.C.R.

STATE OF ARIZONA)
 COUNTY OF PINAL) SS.
 I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON _____ DAY OF _____, 2016, IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF AT _____ COUNTY RECORDER _____ DEPUTY

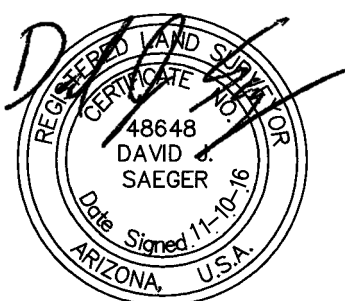
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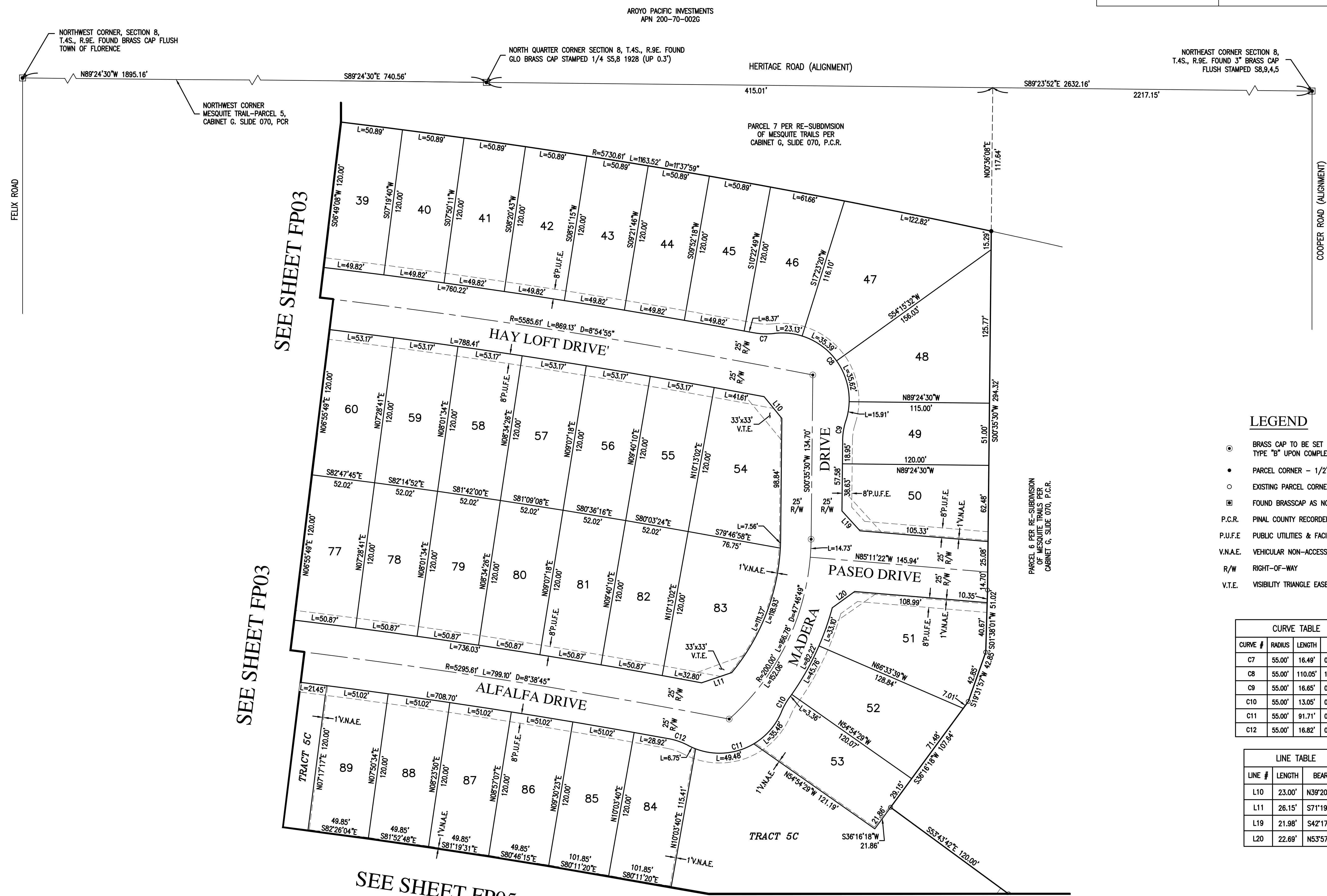
NO.	REVISIONS	DESCRIPTION	DATE

FINAL PLAT
OF MESQUITE TRAILS - PARCEL 5
(CABINET G, SLIDE 070, P.C.R.)

SUBMITTALS:
 DESIGNED BY:
 DRAWN BY: BLM
 CHECKED BY: DJM



EXPIRES 09/30/17
FP04
 SHEET 4 OF 5
 PROJECT NUMBER
15909



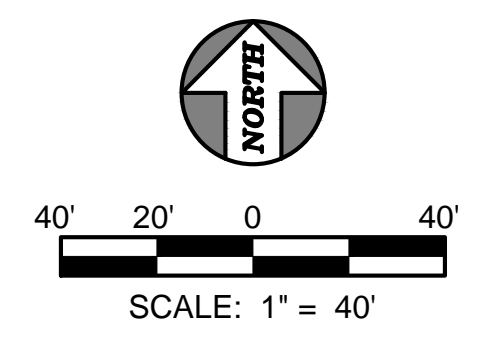
- LEGEND**
- BRASS CAP TO BE SET PER MAG STD DTL 120-1 TYPE "B" UPON COMPLETION OF PAVING PLANS
 - PARCEL CORNER - 1/2" REBAR TO BE SET
 - EXISTING PARCEL CORNER
 - FOUND BRASSCAP AS NOTED
 - P.C.R. PINAL COUNTY RECORDER
 - P.U.F.E. PUBLIC UTILITIES & FACILITIES EASEMENT
 - V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
 - R/W RIGHT-OF-WAY
 - V.T.E. VISIBILITY TRIANGLE EASEMENT

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA
C7	55.00'	16.49'	017°10'30"
C8	55.00'	110.05'	114°38'32"
C9	55.00'	16.65'	017°20'29"
C10	55.00'	13.05'	013°35'29"
C11	55.00'	91.71'	095°32'21"
C12	55.00'	16.82'	017°31'14"

LINE TABLE

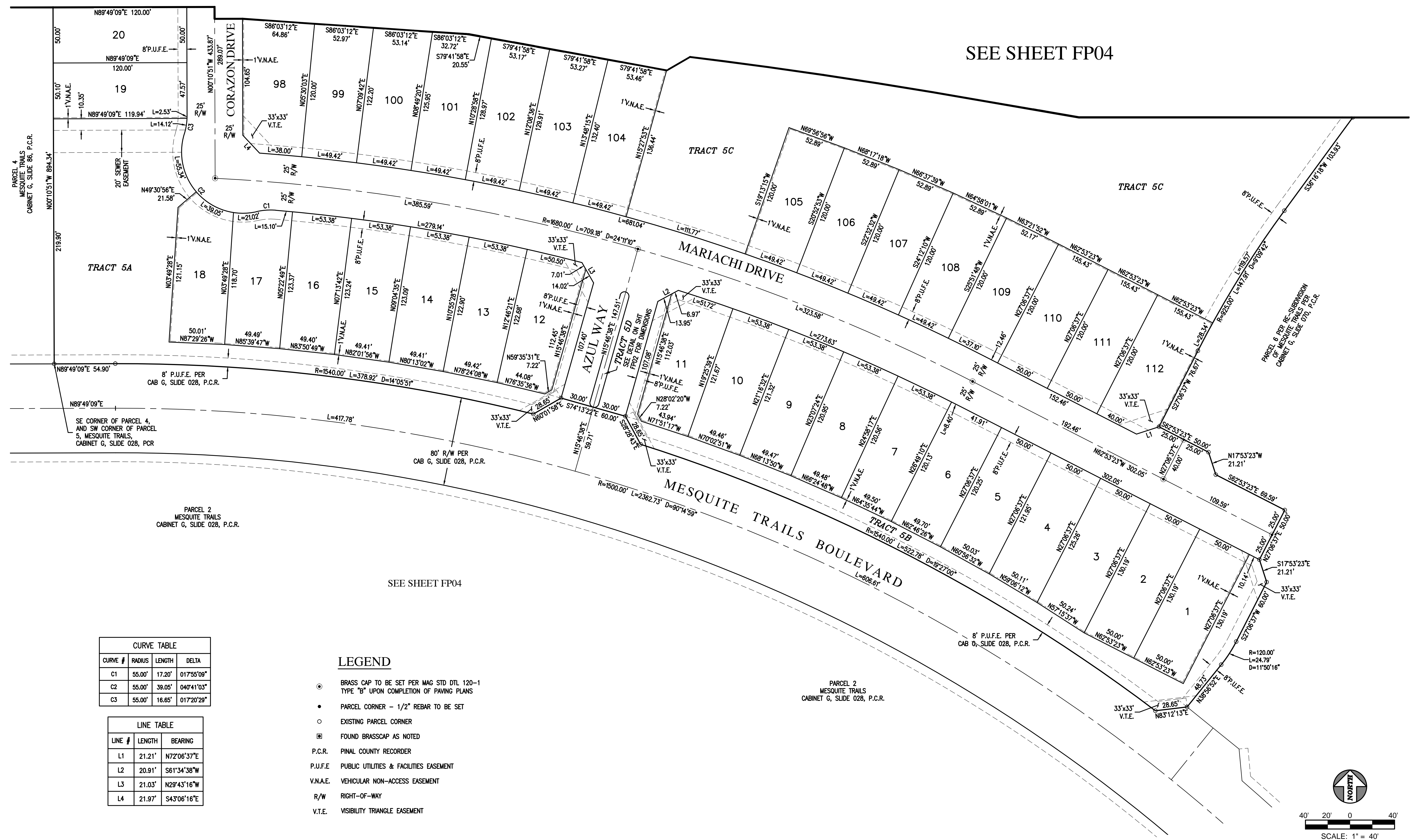
LINE #	LENGTH	BEARING
L10	23.00'	N39°20'33"W
L11	26.15'	S71°19'07"W
L19	21.98'	S42°17'56"E
L20	22.69'	N53°57'19"E



STATE OF ARIZONA)
 COUNTY OF PINAL) SS.
 I HEREBY CERTIFY THAT THIS INSTRUMENT IS FILED AT THE REQUEST OF _____ ON _____ DAY OF _____, 2016, IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF AT _____ COUNTY RECORDER _____ DEPUTY

SEE SHEET FP03

SEE SHEET FP04



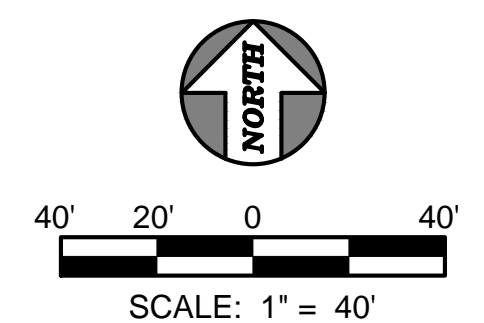
CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA
C1	55.00'	17.20'	01°55'09"
C2	55.00'	39.05'	04°41'03"
C3	55.00'	16.85'	01°72'29"

LINE TABLE

LINE #	LENGTH	BEARING
L1	21.21'	N72°06'37"E
L2	20.91'	S61°34'38"W
L3	21.03'	N29°43'16"W
L4	21.97'	S43°06'16"E

- LEGEND**
- BRASS CAP TO BE SET PER MAG STD DTL 120-1 TYPE "B" UPON COMPLETION OF PAVING PLANS
 - PARCEL CORNER - 1/2" REBAR TO BE SET
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 - R/W RIGHT-OF-WAY
 - V.T.E. VISIBILITY TRIANGLE EASEMENT



REVISIONS

NO.	DESCRIPTION	DATE

FINAL PLAT
OF MESQUITE TRAILS - PARCEL 5
((CABINET G, SLIDE 070, P.C.R.))


SUBMITTALS:
 DESIGNED BY:
 DRAWN BY: BLM
 CHECKED BY: DJM



EXPIRES 09/30/17
FP05
 SHEET 5 OF 5
 PROJECT NUMBER
15909

3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
 www.unitedeng.com

united engineering group

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9d.
MEETING DATE: August 21, 2017 DEPARTMENT: Information Technology STAFF PRESENTER: Jamie White, GIS Coordinator SUBJECT: GIS Enterprise License Agreement Renewal and Payment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the GIS Enterprise License Agreement (ELA) renewal for three-years with Environmental Systems Research Institute (ESRI).

BACKGROUND/DISCUSSION:

The GIS Division requires the necessary software to operate at a normal level and provide accurate information. The GIS software package, ELA is provided by ESRI, the industry leader for management of GIS data. The ELA, in addition to previously acquired hardware, provides a comprehensive GIS system that serves as the basis for all current Town GIS functions. This software is a critical function of the GIS Division; therefore, it is required for all day to day operations.

The ESRI Enterprise License Agreement provides a comprehensive set of tools that enables the GIS Division to efficiently create, store, and process large GIS datasets, create maps and other information products, provides the resources to host web-based GIS mapping tools, simultaneously support multiple Town employees in accessing GIS data and/or other information, provides opportunities for training using ESRI software, and provides access to on-call technical support for all ESRI software and products.

An ELA, with ESRI, is done on a three-year renewal basis with the Town's last renewal occurring in 2014. The current ELA will renew the licensing for the Town from 2017 through 2020. This contract will be awarded as a sole-source purchase with ESRI as the provider. All Town GIS data is managed through this software. ESRI is the industry standard GIS software provider which offers a complete GIS software solution. Progress made to date by the GIS Division has been done using our existing ESRI ELA and a renewal of this ELA will provide continuity, necessary software, and a long-term foundation for future GIS efforts.

A VOTE OF NO WOULD MEAN:

A vote of no would mean that the GIS software, currently in use, would no longer function due to the expiration of licensing and the usage of web-based GIS tools would be lost due to the expiration of cloud-based hosting services to provide GIS data to the web-based tools.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean that the Town will enter into a licenses agreement with ESRI for the next three years with a financial commitment each August until the year 2020 and that daily GIS operations would continue as normal with no interruptions to GIS data availability, software usage, and cloud-based hosting of information for currently in use web-based GIS tools.

FINANCIAL IMPACT:

The fiscal impact to purchase the software this fiscal year will be \$27,175, with an additional \$27,175 commitment over each of the next two fiscal years, for a total commitment of \$81,525.

ATTACHMENTS:

ESRI Small Municipal and County Government Enterprise License Agreement
ESRI Sole Source Letter



Exhibit 1

May 26, 2017

Jamie White
Town of Florence
775 N Main St
Florence, AZ 85132

Dear Jamie,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the renewal date of August 14, 2017 and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-ELA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Lisa Ward



Exhibit 2

Quotation # 20508579

Date: May 26, 2017

Customer # 265783 Contract #

Town of Florence
GIS Dept
775 N Main St
Florence, AZ 85132

ATTENTION: Jamie White
PHONE: (520) 868-7594
FAX: (520) 868-7564

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/26/2017 To: 08/24/2017

Table with 5 columns: Material, Qty, Description, Unit Price, Total. Includes item 110035 and a summary row with Total: \$27,175.00.

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Table with 5 columns: Material, Qty, Description, Unit Price, Total. Lists optional items 110035 for Year 2 and Year 3.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Lisa Ward Email: lward@esri.com Phone: (909) 793-2853 x8231

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at http://www.esri.com/legal/software-license apply to your purchase of that item.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

WARDL

This offer is limited to the terms and conditions incorporated and attached herein.

Handwritten signature/initials: Defera TJB



Exhibit 3

Quotation # 20508579

Date: May 26, 2017

Customer # 265783 Contract #

Town of Florence
GIS Dept
775 N Main St
Florence, AZ 85132

ATTENTION: Jamie White
PHONE: (520) 868-7594
FAX: (520) 868-7564

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/26/2017 To: 08/24/2017

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative _____ Date _____

Name (Please Print) _____

Title _____

~~The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).~~

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Lisa Ward Email: ward@esri.com Phone: (909) 793-2853 x8231

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. ~~If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item.~~ Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. ~~Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer.~~ All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

WARDL

This offer is limited to the terms and conditions incorporated and attached herein.

TJSB

15 delete



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Advanced Single Use Licenses
 1,000 Level 1 ArcGIS Online Named Users
 1,000 Level 2 ArcGIS Online Named Users
 110,000 ArcGIS Online Service Credits
 1,000 Level 1 ArcGIS Enterprise Named Users
 1,000 Level 2 ArcGIS Enterprise Named Users
 10 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

By: 
Authorized Signature

Printed Name: Timothy Brazeal
Manager, Commercial & Government Contracts

Title: _____

Date: 8-15-2017

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



MASTER AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. 322074

This Master Agreement ("Agreement") is between the entity shown below ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. All attachments and addendums to this Agreement are incorporated and made part of this Agreement. The Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments and addendums. Additional or conflicting terms in any Ordering Documents exchanged during the ordering process, other than the terms of this Agreement, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

TOWN OF FLORENCE
(Customer)

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Esri)

Legal Address:

380 New York Street, Redlands, CA 92373

By:
Authorized Signature

By: [Signature]
Authorized Signature

Printed Name:

Printed Name: Timothy Brazeal
Manager, Commercial & Government Contracts

Title:

Title:

Date:

Date: 8-15-2017

Customer Contact Information

Contact:

Telephone:

Address:

Fax:

City, State, ZIP:

Email:

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Attachment A contains definitions of capitalized terms used throughout this Agreement.

1.2 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable right to

- a. Use the Esri Offerings as set forth in the Documentation and applicable Ordering Documents; and
- b. Copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Products. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including [Attachment B](#).

1.3 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Software and Data for Customer and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of the Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.4 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.5 Trial, Evaluation and Beta Licenses. Products acquired under a trial or evaluation license or subscription or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the evaluation term, Customer may lose any content and customizations made during the evaluation term. If Customer does not wish to purchase a license or subscription, Customer should export such content before the end of Customer's evaluation period.

1.6 Educational Programs. Customer agrees to use Esri Offerings provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

1.7 Grant Programs. Customer may use Esri Offerings provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Esri Offerings, Customer shall not use Esri Offerings for revenue-generating or for-profit purposes.

1.8 Other Esri Limited-Use Programs. If Customer acquires Esri Offerings under any limited-use program not listed above, Customer's use of the Esri Offerings may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the non-conflicting terms of this Agreement.

2.0 SOFTWARE

2.1 License Types. Esri licenses Software under the following license types:

- a. **Concurrent Use License:** Customer may install and use the Software on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- b. **Deployment License:** Customer may incorporate ArcGIS Runtime components in Value-Added Applications and distribute the Value-Added Applications to Customer's end users.
- c. **Deployment Server License:** Customer may use the Software under a Server License for all uses permitted in the Agreement and as described in the Documentation.
- d. **Development Server License:** Customer may use the Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- e. **Development Use:** Customer may install and use the Software to build and test Value-Added Applications as described in the Documentation.
- f. **Dual Use License:** Customer may install the Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- g. **Failover License:** Customer may install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- h. **Redistribution License:** Customer may reproduce and distribute the Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge others a fee for the use of the Software.
- i. **Server License:** Customer may install and use the Software on a server computer. Server licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use, each Server License includes a Failover License.
- j. **Single Use License:** Customer may permit a single authorized end user to install and use the Software on a single computer. Customer may permit the single authorized end user to install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- k. **Staging Server License:** Customer may use the Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Servers.

2.2 Permitted Uses

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's

total licensed quantity. This concurrent use right does not apply to Software provided under a Development License.

4. Move the Software in the licensed configuration to a replacement computer;
 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License; and
 6. Use server Software for Commercial ASP Use if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries, but only to the extent that such customization is described in Documentation.
 - c. Customer may use all fonts provided with the Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
 - d. Addendum 1 provides Product-specific terms of use for individual Software. Esri may issue updates to Addendum 1 from time to time.

3.0 ONLINE SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Value-Added Applications. Customer may enable Anonymous Users to access its Content or Value-Added Applications by publishing them through the use of the Sharing Tools, included with Customer's authorized use of the Online Services.
- b. **"App Login Credential"** means a system-generated application login and associated password provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- c. **"Service Credit(s)"** means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document.
- d. **"Sharing Tools"** means publishing capabilities included with Online Services and ArcGIS Website that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.

3.2 Subscription to Online Services. Esri provides Online Services subscriptions under the following terms. Addendum 1 also provides Product-specific terms of use for individual Online Services.

3.3 Access to Value-Added Applications

- a. Named Users have unique, individual login credentials. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users.
- b. Customer may use its Online Services subscription to build a Value-Added Application(s) for internal use by Named Users.
- c. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Online Services subscription.
- d. Customer may not add third parties as Named Users to Customer's Online Services subscription for the purpose of allowing third parties to access Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
- e. Customer may not provide a third party with access to ArcGIS Online services enabled through Customer's ArcGIS Online subscription other than through Customer's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.

- f. Customer may enable Anonymous Users to access Customer's Value-Added Application(s) running under Customer's own subscription, subject to the following terms:
 - 1. Customer may charge for such access under subscription types that permit use for commercial retail business purposes.
 - 2. Customer may embed an App Login Credential into Value-Added Applications to enable public use by Anonymous Users but may not embed a Named User Credential.
 - 3. Customer is responsible for all Service Credits consumed in Anonymous Users' use of Customer's Value-Added Application(s).
 - 4. Customer is solely responsible for providing technical support for Customer's Value-Added Application(s).
 - 5. Customer may not enable Anonymous Users to access Value-Added Applications that are intended for Customer's internal use only; Value-Added Applications used internally require each user to use Named User login credentials.

3.4 Customer's Responsibilities

- a. Customer is solely responsible for the development and operation of Customer Content and Value-Added Applications and for its Named Users' compliance with this Agreement. Customer and its Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Customer's subscription. Named Users' login credentials are for designated Named Users only and may not be shared with other individuals. Customer may assign former Named Users' login credentials to new Named Users if the former users no longer require access to Online Services.
- b. Customer must include attribution acknowledging that its application uses Esri Online Services, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.

3.5 Modifications of Online Services. Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.

3.6 Subscription Fee Changes. Esri may change fees for subscriptions with a term greater than 1 month by notifying Customer at least 60 days prior to expiration of the then-current subscription term. Esri may change monthly subscription fees upon 30 days' notice. Outside the US, the distributor may provide notice of rate changes.

3.7 Customer Content

- a. *Ownership.* Customer retains all right, title, and interest in Customer Content. Customer hereby grants Esri and Esri's vendors or licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Customer Content solely for the purpose of enabling Customer's use of Online Services. Without Customer's permission, Esri will not access, use, or disclose Customer Content except as reasonably necessary to support Customer's use of Online Services, respond to Customer's requests for customer support, or troubleshoot Customer's subscription or for any other purpose authorized by Customer in writing. If Customer accesses Online Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Online Services, and Customer Content. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Customer's sole responsibility to ensure that Customer Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.
- b. *Sharing Customer Content.* If Customer elects to share Customer Content using Sharing Tools, then Customer acknowledges that Customer has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Online Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.

- c. *Retrieving Customer Content upon Termination.* Upon termination of the Agreement or any trial, evaluation, or subscription, Esri will make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Customer's right to access or use Customer Content with Online Services will end, and Esri will have no further obligations to store or return Customer Content.

3.8 Limits on Use of Online Services; Service Credits. Each Online Services subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service consumption reaches approximately 75% of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer consumes all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

4.0 DATA

4.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. "**Business Listing Data**" means any dataset that includes a list of businesses and may include other associated business attributes.
- b. "**Esri Content Package**" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. "**Street Data**" means Data that includes or depicts information about roads, streets, and related features.

4.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products with which Esri has provided the Data.
- b. Customer may include representations of the Data in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Product(s) to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise cache or download such Data.
- d. Esri does not acquire any rights in Customer data under this Agreement.

4.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use the Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.

- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn, or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized Route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with Business Analyst Server on a mobile device for use in conjunction with its use of Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (for example, a country, region, state or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *MapStudio Data*. Customer may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes only.

4.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at <http://www.esri.com/legal/third-party-data>.

5.0 MAINTENANCE

US Customers: Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Master Agreement if Customer is in the United States.

Customers outside the United States: Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"**API**" means application programming interface.

"**ArcGIS Website**" means <http://www.arcgis.com> and any related or successor websites.

"**Authorization Code(s)**" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offering.

"**Beta**" means any alpha, beta, or other prerelease Product.

"**Cloud Services**" means Online Services and EMCS.

"**Commercial ASP Use**" means use as a commercial application service provider; that is, to generate revenue by providing access to Software through a Value-Added Application; for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"**Content**" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software applications, software development kits (SDKs), APIs, software libraries, code samples, and other resources.

"**Control**" means having more than 50% of the voting stock or other voting interest in the Controlled entity.

"**Customer Content**" means any Content that Customer, Customer's end users, or any other user provides to Esri in connection with Customer's use of Esri Offerings; any results derived from the use of Customer Content with Esri Offerings; and any Value-Added Applications Customer builds and deploys with Products. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"**Data**" means any commercially available digital dataset(s), including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, that Esri bundles with other Esri Offerings or delivers independently. Data excludes any Content that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"**Deliverables**" means anything that Esri delivers to a Customer as a result of performance of Professional Services other than Products, Training, or Maintenance. Deliverables may include, but are not limited to, consulting services, customized training curriculums, software code, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies; methods, techniques, or know-how; technical assistance, processes, formulas, or algorithms; designs; data dictionaries and models; compilations; schematics; documentation; specifications; drawings; flowcharts; briefings; or test or quality control procedures.

"**Documentation**" means all user reference documentation that Esri delivers with the Product.

"**Esri Managed Cloud Services**" or "**EMCS**" means a single-tenant hardware, Software, Data and network platform, and related system monitoring and support services that Esri provides to house and make Customer Content available to Customer or Customer's end users via the Internet.

"**Esri Offering(s)**" means any Product, Maintenance, or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Training Materials and Deliverables.

"**GIS**" means geographic information systems.

"Maintenance" means a subscription program that Esri provides and that entitles the Customer to Product updates and other benefits such as access to technical support and access to self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial-of-service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Named User" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique secure named user login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.

"Named User Credential" means an individual person's login and associated password enabling that person to access and use Products.

"Named User License or Subscription" means a license or subscription for use by a single Named User.

"Online Content" means Content that Esri hosts or provides as part of Online Services, including any map services, task services, image services, SDKs, APIs, software libraries, code samples, and other resources, but excluding Content provided by third parties that Customer accesses through Online Services.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides under this Agreement, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, or other document identifying the Products or Services that Customer orders.

"Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Personal Use" means personal, noncommercial use by an individual Customer. Personal Use excludes use for the benefit of any third party, including commercial, educational, governmental or nonprofit entities.

"Product(s)" means Software, Data, and Cloud Services licensed or subscribed to under the terms of this Agreement.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Services" means the technical support provided under Maintenance. If Esri provides Training or Professional Services directly to Customer, then Services also include Training and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Term License" means a license for use of a Product for a limited time period ("Term").

"Training" means standard Product training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, and exams.

"Value-Added Application" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

**ATTACHMENT B
GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Esri Offerings;
- b. Use Esri Offerings for Commercial ASP Use or service bureau purposes;
- c. Distribute or provide direct access to Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or regulation;
- h. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- i. Unbundle or independently use individual or component parts of Esri Offerings;
- j. Incorporate any portion of the Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any part of the Esri Offerings to open-source or open-database license terms that require any part of the Esri Offerings to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

This Agreement is effective upon acceptance. Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid or to terminate pending Services engagements without further liability. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions in Esri Offerings. If Customer terminates this Agreement for any reason, then Customer may, at its election, also terminate Customer's licenses or subscriptions in Esri Offerings.

Upon any termination of a license or subscription, Customer will

- a. Stop accessing and using the terminated Esri Offerings;
- b. Clear any client-side data cache derived from the terminated Cloud Services; and
- c. Stop using, uninstall, remove, and destroy all copies of affected Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under the Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Esri warrants:

- a. For a period of 90 days,
 1. Software will substantially conform to the Documentation under normal use and all media will be free from defects in materials and workmanship from the date of delivery;
 2. Training Materials will substantially conform to Esri's published course descriptions from the date of delivery;
 3. Services will substantially conform to the professional and technical standards of the software industry from the date of performance; and
 4. Deliverables provided on a firm-fixed price basis will substantially conform to the specifications set forth in the agreed-upon Ordering Document from the date of acceptance.
- b. During the applicable term,
 1. Online Services will substantially conform to the Documentation under normal use;
 2. Maintenance will substantially conform to the professional and technical standards of the software industry; and
 3. EMCS will conform to the scope, descriptions, and assumptions for EMCS set forth in the Ordering Document.

3.2 Special Disclaimer. Content, Data, samples, hot fixes, patches, updates, Cloud Services provided at no charge, and trial, evaluation and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.

- b. **Third-Party Content and Websites.** Esri is not responsible for any third-party website or Content that appears in or is referenced by Esri Offerings and Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be limited, at Esri's sole discretion, to (i) replace any defective media; (ii) repair, correct, or provide a workaround for the applicable Esri Offering or Services; or (iii) return the fees paid by Customer for Esri Offerings or Services that do not meet Esri's limited warranties, provided that Customer uninstalls, removes, and destroys all copies of the applicable Esri Offerings; ceases accessing and using the applicable Cloud Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages, lost profits, lost sales, or loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license or subscription fees paid or owed to Esri for the Esri Offerings giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "**Claim**" means any claim, action, or demand by a third party.
- b. "**Indemnitees**" means Customer and its officials, officers, and employees.
- c. "**Infringement Claim(s)**" means any Claim alleging that Customer's use of or access to Esri Offerings or Services infringe a patent, copyright, trademark, or trade secret.
- d. "**Loss(es)**" means out-of-pocket loss, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend and hold all Indemnitees harmless from any Infringement Claim and indemnify any Loss arising out of an Infringement Claim as set forth in the following paragraphs.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or (ii) modify the Esri Offerings while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings and will refund any (a) applicable Services fees; (b) license fees that Customer paid for the infringing Esri Offerings acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery; or (c) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings with a product, process, system, or element that Esri has not supplied or specified in its Documentation; (ii) Esri Offerings' alteration by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings.

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or property damage (excluding databases not covered under a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 This Section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Infringement Claim.

ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://doc.arcgis.com/en/trust/security/security-overview.htm>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share controlled Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. For US federal government customers, Online Services are FISMA Low authorized but do not meet higher security requirements including those found in DFARS 252.239-7010. Alternative solutions that meet these or similar requirements are available.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through third-party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access, transfer, or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10 respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying and obtaining an export license if needed.

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer may not access or use Cloud Services to

- a. Spam, spoof, or phish email; transmit junk email or offensive or defamatory material; or stalk or make threats of physical harm;
- b. Store or transmit any Malicious Code;
- c. Violate any law or regulation;
- d. Infringe or misappropriate the rights of any third party;
- e. Probe, scan, or test the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services; or
- f. Benchmark the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Removal of Customer Content. Esri may remove or delete any portions of Customer Content if there is reason to believe that uploading Customer Content to, or using it with, Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at http://www.esri.com/legal/dmca_policy.

8.4 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damage, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

8.5 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the US will pay the distributor's invoices in accordance with the distributor's payment terms.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that the Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.5 Taxes and Fees; Shipping Charges. Fees that Esri quotes to Customer are exclusive of any and all applicable taxes or fees, including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; and shipping and handling charges. For Customers outside the US, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Reserved.

9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (a) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (b) all other provisions of this Agreement remain in effect.

9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications" and "General Provisions".

9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of the Products under applicable public procurement law, such rights will extend only to the portions affected.

9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. *The law of the State of Arizona exclusively governs this Agreement without reference to choice of law or conflicts of law principles thereof.*

9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. *Equitable Relief.* Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. *US Government Agencies.* This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. *Other Government Entities.* Esri will comply with mandatory dispute resolutions under applicable law.
- d. *Arbitration.* Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn: Contracts & Legal Department
380 New York Street
Redlands, CA 92373-8100
USA

Tel.: 909-793-2853
Email: LegalNotices@esri.com

ARTICLE 10—ADDITIONAL TOWN OF FLORENCE PROVISIONS

10.1

Pursuant to A.R.S. 35-393.01, Esri, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement, to not engage in, a boycott of Israel.

10.2 This Agreement is subject to cancellation by the Town of Florence pursuant to A.R.S. 38-511 , the provisions of which are incorporated herein by reference.

10.3 In the event Esri is in violation of any Federal, State, County, or Town law, regulation or ordinance, the Town may terminate this Agreement immediately upon giving notice to Esri, without any penalty or recourse.

10.4 The Contract Administrator for this Agreement for the Town of Florence shall be the Town Manager or his designee.



ADDENDUM 1 PRODUCT-SPECIFIC TERMS OF USE

SOFTWARE

The following list identifies additional terms of use that apply to specific Software. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of the Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Windows Mobile (15; 54)
- ArcGIS for Personal Use (3, 26)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (21; 31)
 - Workgroup Standard or Advanced (21; 28; 29; 30)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS GIS Server Extension
 - ArcGIS Maritime: Server (2)
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server (4)
- Esri Business Analyst Server
 - Workgroup (28; 29; 30; 31; 39)
 - Enterprise (31; 39)
- World Geocoder for ArcGIS Basic (67)

Developer Tools

- AppStudio for ArcGIS Standard (11, 16, 19)
- ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19)
- ArcGIS Runtime Basic Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (1)
- ArcGIS Runtime Basic, Standard, Advanced Levels and the Analysis Extension for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18)
- ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66)

- ArcGIS Developer Subscription (24; 26)
- Esri File Geodatabase API (47)

Mobile

- Navigator for ArcGIS (14)

Footnotes:

1. May not be used to edit an Enterprise Geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for Personal Use only.
4. When used with ArcGIS Enterprise Workgroup
 - Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Customer may build a Value-Added Application(s) for use by Customer's Named Users. Customer may not (i) embed Named User credentials in Value-Added Applications or (ii) embed or use App Login Credentials in Value-Added Applications. Customer may permit (x) public access to Value-Added Applications without credentials or (y) access using unique, individual Named User login credentials.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.
23. Reserved.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment ArcGIS Enterprise servers. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. A Personal Edition geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data.

31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS Enterprise (Advanced or Standard), ArcGIS Enterprise Workgroup (Advanced), ArcGIS Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Can only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Product(s).
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
67. Limited to 250,000,000 geocodes per annual subscription.

ONLINE SERVICES

The following list identifies additional terms of use that apply to specific Online Services. Each Product listing identifies one or more footnotes that apply to that Product. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

- ArcGIS Online Developer Deployment subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; Government Programs
 - + Free Subscription (1; 9; 10; 13; 16)
 - + Paid Subscription (1; 9; 10; 11; 13)
 - Education Programs (Free or Paid Subscriptions) (1; 3; 4; 5; 6; 9; 10; 13; 16)
 - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (1; 3; 4; 5; 6; 9; 10; 13; 16)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; Government Programs (1; 2; 3; 11; 12; 14; 17)
 - Education Program (1; 2; 14; 16; 17)
 - Non-Profit Program (1; 2; 14; 16; 17)
- Public Plan
 - Commercial Retail, EAs; Government; NGO/NPO; Press/Media Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)
 - Education Programs (1; 4; 5; 6; 7; 9; 10; 15; 16)

Footnotes:

1. Customer may not store the geocoded results generated by World Geocoding Service without an ArcGIS Online subscription. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
2. May be used for any business purpose of the Customer's organization.
3. May be used for development and test purposes for the Customer's organization.
4. May be used for teaching purposes in educational organizations.
5. May be used for the benefit of the Customer's qualified NGO/NPO organization.
6. May be used for the benefit of press or media organizations.
7. May be used for personal use.
8. (reserved)
9. Customer may enable third-party use of Value-Added Applications only by publicly sharing using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
10. Customer is not permitted to create private groups or participate in any private groups.
11. Customer may make Value-Added Applications available to third parties for a fee.
12. Customer may use this subscription to create or participate in private groups.
13. Each subscription is limited to 1,000,000 basemap and 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.
14. Each subscription is limited to a combined 50,000,000 basemap and geosearch transactions in any 12-month period. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted towards the transaction limit. However, storage does consume service credits.
15. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student, for teaching purposes only.
16. Customer may not make Value-Added Applications available to third parties for a fee.
17. A Named User may embed their Named User Credential in an *ArcGIS API for Python* script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.

**ESRI ENTERPRISE LICENSE AGREEMENT
AND
THE TOWN OF FLORENCE**

**Town of Florence
PO Box 2670
Florence, Arizona 85132**

Brent Billingsley, Town Manager

Tara Walter, Mayor

Date

Date

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Clifford L. Mattice, Town Attorney



SOLE SOURCE LETTER

**Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com**

DATE: January 4, 2017

TO: Town of Florence

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.

Sincerely,

A handwritten signature in blue ink that reads "J. Ricks".

Jackie Ricks
Contract Coordinator



Contracts & Legal Services Dept.
380 New York Street
Redlands, CA 92373
Voice 909.793.2853 Ext. 1-1990
jricks@esri.com

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, JULY 17, 2017, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

Mayor Walter called the meeting to order at 5:00 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen.

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ms. Stacy Gramazio, Florence Copper, Inc. Representative, provided an update on the project status. On July 13, 2017, the Water Quality Appeals Board denied the Town of Florence and Southwest Value Partners motion to reconsider the Board's previous approval of the Florence Copper Project's Temporary Aquifer Protection Permit. In rejecting the Town and Southwest Value Partner's request, the Arizona Water Quality Appeals Board made clear, that they believe Florence Copper's permit fully complies with Arizona Law and found no merit in the claims made by the two parties. This means the State-issued Temporary Aquifer Protection Permit for the project is now final. She extended an invitation to Council to have a discussion about the project's state-of-the-art technology and stringent permit requirements of the State and Federal permits. She stated that several members of the Council have not been on a site tour or have had a conversation with them regarding in-situ copper recovery and what it means for Florence. She stated that some Councilmembers toured the facility in 2011, prior to when the project achieved many of the milestones.

WORKSESSION ON THE 2017/2018 FISCAL YEAR BUDGET.

Mr. Joe Jarvis, Finance Director, provided a presentation, in which he outlined the following:

- Overview of meetings held for this budget cycle
- Changes to the final budget
 - The correct amount for wastewater capital projects was included in the final budget.

- The amount and method of intra-fund transfers for the North Florence Improvement District and the Community Facility Districts was modified to reflect actual anticipated expense.
- Corrections were made so that the summary sheet matched department sheets.
- The official Attorney General reports were updated to reflect these modifications.
- Review of the final budget
 - Discussion occurred amongst the Council and staff regarding the final budget. Topics included:
 - Expenditure limitation
 - Reserves and cash balances
 - Attorney General's report in comparison to the Budget Report
 - Town Sales Food Tax
 - Swimming pool fees and the possibility of a rate analysis
 - Intercession Program
 - Special Events – professional services
 - Possible termination of Mr. Kim “Koko” Hunter contract due to staff doing more of the events
 - In-kind assistance, loan, or utilize contingency funds to assist Aero Modelers with the resurfacing of the air field.

Mr. Jarvis stated that the once the final budget is adopted, three copies will be available for public view at Town Hall, Library, and Senior Center as well as on the Town's website.

Mr. Jarvis continued with the presentation, in which he outlined the following:

- Next steps for Fiscal Year 2017-2018 Budget
 - Public hearing on Final Budget, Property Tax Levy, Truth in Taxation: July 17, 2017
 - Presentation and consideration of adoption of the FY 2017-2018 Final Budget: July 17, 2017
 - Presentation and consideration of adoption of FY 2017-2018 Property Tax Levy for the Town and Special Districts : August 7, 2017
- Budget development for the next fiscal year
 - Staff will hold a review of the budget calendar, process, and procedures in order to make improvements and create consistent steps that may be followed each year.
 - Staff is seeking direction:
 - Will a Council Budget Committee be used next year?
 - If so, who will be on the Committee?

Mayor Walter stated that the Council prefers a Budget Committee. She suggested that notes be kept of Budget Committee meetings to share with the full Council and budget work sessions be videotaped.

Councilmember Guilin stated that the Council needs more opportunity to discuss the budget and suggested for full day or two partial day work sessions.

Discussion occurred on the creation of a Budget Committee Meeting Schedule. It was the consensus of the Council that they be provided a listing of Budget Committee meetings.

Councilmember Wall asked that a basic Budget 101 session be created for those who will serve on the Budget Committee and that it be offered before the budget session starts.

PRESENTATIONS

Presentation on the Florence Hospital at Anthem by Danielle Dessor, Marketing/Community Liaison.

Ms. Danielle Dessor, Marketing/Community Liaison, provided a presentation in which she outlined the following:

- What is important to the hospital
 - Patient satisfaction
 - Quality care
 - Safety
 - Employee/physician satisfaction
 - Improving communities
 - Financial stability
- What services are offered:
 - 24-hour emergency room services
 - Diagnostic imaging
 - Pharmacy
 - Laboratory and surgical services
- Why come to Florence Hospital at Anthem?
 - “Door to Doc in 31 minutes”
 - Acute-care facility
 - Your community hospital
- New Initiatives
 - Insurance Partners:
 - United HealthCare
 - Blue Cross Blue Shield of Arizona
 - Cigna Health Insurance will soon be added
 - Medicare & Medicaid
 - Beginning August 2017: Cigna Health Insurance
 - Community Open House:
 - Friday, August 25, 2017 from 3:00 pm – 7:00 pm
 - Hospital Tours
 - Refreshments and door prizes
- Would like to be involved in community event, such as:
 - Casino Night
 - Easter celebration
 - Halloween festivities
 - Light parade
 - New Year’s Eve Block Party
 - Anthem Celebrates the Arts
 - Anthem Wellness Expo
 - Spring Fest at Anthem
- Hospital to host events for the public
 - Quarterly blood drives

- Health screening
- New Management: New Vision Health
 - New management company that owns and operates both Gilbert Hospital and Florence Hospital at Anthem.
 - Focus on Care Model of operations
- Executive Team
 - Dennis Rutherford, Chief Executive Officer
 - Kim Casillas, Chief Nursing Officer
 - Lou Schroeder, Chief Financial Officer
 - Timothy Johns, MD, Chief Medical Officer

Presentation of a “Key to the Town” to America’s Got Talent sensation and local resident, Evie Clair.

Mayor Walter stated that Evie Clair, who is performing on the show “America’s Got Talent”, has a touching story that has reached over 20 million people across the country.

Mr. Bryan Hughes, Parks and Recreation Director, stated that Ms. Clair is 13 years old and has been playing the piano and singing since she was 2. Ms. Clair got her start at age 8, where she sang and tap-danced in “Annie” at the Hale Theatre in Gilbert, Arizona. She also performed the National Anthem at an Arizona Diamondbacks game and has released two original pop singles. She has received one of three judge’s Choice Awards in a world-wide contest for her cover of “Glorious”.

Ms. Clair’s music video cover of “Take on Me” was recognized by the Arizona Interfaith Movement for promoting the golden rule, and presented at the Parliament of the World’s Religions. She recorded an album produced by Arizona Golden Rule Educational Experiences called “Stars Shine Brightly.”

Ms. Clair also won a contest to sing the theme song to the movie “Once I Was a Beehive” and was able to perform live at the official movie premiere and had an original song featured on the movie’s soundtrack. In 2015-2016, Ms. Clair was invited to participate in World-Wide Christmas Initiative of “Mary Did You Know” and released her pop single “Love You One More Time”. She was recently featured in Season 12 of “America’s Got Talent” and her story and music brought the world to tears. The Town was fortunate to have her sing the National Anthem at the Fourth of July Freedom Fest.

Mayor Walter stated that she also sang at the Florence Unified School District Convocation earlier in the day.

Ms. Clair thanked the Council and stated that she was honored to receive the Key to the Town. She is happy that her family moved to Florence.

Mayor and Council presented Ms. Clair with a Key to Town.

Ms. Clair stated that receiving a Key to the Town is an amazing gift to bestowed upon.

Presentation of the End of Session Legislative Overview.

Mr. Jess Knudson, Assistant Town Manager, provided a presentation in which he outlined the following:

- Session statistics
 - Adjourned *sine die* on May 10, 2017
 - 122 days
 - 117 days in 2016
 - General effective date: August 9, 2017 unless an emergency was declared
 - 1079 bills introduced
 - 1247 bills introduced in 2016
 - 355 bills sent to the Governor
 - 388 bills to Governor in 2016
 - 344 bills signed
 - 374 signed in 2016
 - 11 vetoes
 - 14 vetoes in 2016
 - League staff tracked: 286
- Town's Focus:
 - Local control
 - Council wants to determine the welfare of its citizens
 - Protection of shared revenue
 - Do no harm to the Town
 - Reduction in revenue
 - Promote the safety and welfare of our citizens
- New laws
 - Senate Bill (SB) 1522: general appropriations act: 2017-2018
 - Towns continue to pay for Arizona Department of Revenue operations: \$11.6 million
 - Towns continue to pay for the Arizona Department of Public Safety through HURF funds
 - SB1063: PSPRS; Risk Pool
 - Specifies that normal cost and unfunded liability of Tier III shall be borne equally between employees and employers.
 - SB 1480: revisions; Community Facilities Districts
 - Specifies formation, application and approval procedures for Community Facility Districts (CFD); adds two private sector members to the CFD Board; establishes guidelines on the acceptance of public infrastructure, and many other changes.
 - House Bill (HB) 2161: occupational diseases; workers; compensation; presumptions
 - Adds 12 additional types of cancer to the list of conditions that are presumed to be a result of employment as a firefighter.
 - SB 2088: incorporation; urbanized areas
 - Removed authority of surrounding cities and towns to permit the incorporation of a nearby city or town
- Next Year
 - Construction sales tax
 - Public utility easements
 - Budget: Declining tax revenues and more tax breaks/deductions
 - More education lawsuits
 - More preemptions

- Election year

Mr. Knudson stated that Senator Rios continues to be a champion for cities and towns.

Councilmember Anderson stated that the Arizona Department of Water Resources is proposing to remove the expiration date on the recharge credits next year. He inquired in what ways can the Town support their endeavor.

Mr. Knudson stated that conversations have started and committees have been established to devise some possible solutions and to address any concerns.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to adjourn to Merrill Ranch Community Facilities District No. 1.

Public hearing to receive citizens’ comments on the proposed final budget for Merrill Ranch Community Facilities District No. 1.

Mr. Joe Jarvis, District Treasure, reviewed the documents required by the Attorney General’s Office for each of the Community Facilities Districts and for the Town budget.

Mr. Joe Jarvis, District Treasurer, provided a presentation in which he outlined the following:

- How secondary property taxes are used
 - The secondary property taxes collected for MRCFD1 are used to reimburse the developer for infrastructure improvements in the District.
- How the administrative taxes are used
 - The secondary property taxes for administration are used to manage the finances, documentation and legal requirements of the District.
- How much is collected

	FY 15/16 Actual	FY 16/17 Budget	FY16/17 Collection	FY17/18 Budget
2 nd Property Tax	\$551,486	\$609,860	\$607,364	\$736,384
Administration Fee	\$50,907	\$56,925	\$56,064	\$67,974
Total	\$602,393	\$666,785	\$663,428	\$804,358

- Reasons for increase in FY17/18
 - Not proposing an adjustment to the rate
 - Assessed value is increasing
 - More properties are being built within the District
- Pinal County Property Tax Statement
 - Provided explanation of what is included on the property tax statement
- Value of anticipated revenue
- Scenarios and their impacts
 - The District determined to implement a rate of \$3.2500 and \$0.3000 for administration.
 - This scenario has been in place since the districts were created.
- Scenario 1- maintain a rate of \$3.2500
 - If a property’s assessed value is equal to \$100,000
 - Then in 2016, \$325 in secondary property taxes were paid to the District
 - In 2017, \$325 in secondary property taxes will be paid to the District
- Scenario 1- maintain a rate of \$0.3000
 - If a property’s assessed value is equal to \$100,000

- Then in 2016, \$30 in secondary property taxes for administration were paid to the District
- In 2017, \$30 in secondary property taxes for administration will be paid to the District
- Staff Recommendation
 - Staff recommends that the rates of \$3.2500 and \$0.3000 be maintained
- Next steps
 - This evening the District Council will consider the approval of the FY 2017-2018 MRCFD1 Budget. The budget will be impacted by the secondary property tax levy.
 - Staff is seeking guidance from the District as to the rate that the Council is considering. Staff is prepared to amend the Budget for the Council's approval.
 - The District Council will consider the approval of the FY 2017-2018 property tax levy on August 7, 2017.

Chairman Walter opened the public hearing. There being no comments, Mayor Walter closed the public hearing.

Boardmember Anderson stated that some time ago the Board refinanced one of the groups to change the bonds to a lower interest rate. The Board decided to leave the rates the same, but the timing was to change. He inquired when the effective date is.

Mr. Brent Billingsley, District Manager, stated that in September 2016, the District Board refinanced a portion of the General Obligation (GO) Debt in MRCFD1. By refinancing that debt, the period associated with the debt was bought down and the rate was maintained. The rates that they currently have shortened the maturation of those individual GO Bonds by approximately five years.

Boardmember Guilin stated when the bonds were refinanced, an analysis was done on what rate would need to be levied to maintain the debt service. The rate is not adjusted unless you do something else because we would not be able to support the debt service. The levy is for repayment of the debt.

Resolution No. MRCFD1 136-17

Mayor Walter read Resolution No. MRCFD1 136-17 by title only.

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2017-2018.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Guilin, and carried to adopt Resolution No. MRCFD1 136-17.

Ordinance No. MRCFD1 114-17

Mayor Walter read Ordinance No. MRCFD1 114-17 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 1 SUBJECT TO TAXATION OF

CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Chairman Walter asked Mr. Billingsley to explain the reasoning for declaring an emergency.

Mr. Billingsley stated that it is typical to declare an emergency if an item is considered to be an emergency expenditure that needs to occur and cannot go through the full process.

Ms. Lisa Garcia, District Clerk, stated that the documents will be submitted to Pinal County the day after Board votes on this item and Pinal County needs to know they are final rather than having a 30-day resting period before they become active.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 1 October 13, 2015, December 5, 2016, and January 3, 2017 Special Meeting minutes.

On motion of Boardmember Wall, seconded by Boardmember Hawkins, and carried to approve the Merrill Ranch Community Facilities District No. 1 October 13, 2015, December 5, 2016 and January 3, 2017 Special Meeting Minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

On motion of Vice-Mayor Woolridge, seconded by Boardmember Guilin, and carried to adjourn from Merrill Ranch Community Facilities District No. 1.

ADJOURN TO MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried to adjourn to Merrill Ranch Community Facilities District No. 2.

Public hearing to receive citizens' comments on the proposed final budget for Merrill Ranch Community Facilities District No. 2.

Mayor Walter opened the public hearing. There being no public comments, Mayor Walter closed the public hearing.

District Manager Billingsley stated that the Board will do another bond sale this year to maintain the rate to reimburse the developer for improvements that have been completed up to the amount of the increased valuation in the District. Staff is planning to come before the Board for another sale of GO Bonds in MRCFD2 because the actual assessed valuation in the District has increased so the District has the capability to reimburse the develop for investments completed in that District.

Resolution No. MRCFD2 233-17

Mayor Walter read Resolution No. MRCFD2 233-17 by title only.

A RESOLUTION OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2017-2018.

Boardmember Anderson inquired if the District receives a forecast from Pulte of what the anticipated expenses will be for the year or when they will request reimbursement.

Mr. Jarvis stated that Pulte does communicate with the Board on what they will be submitting. He stated that he is working with Mr. Chris Salas, District Engineer, regarding what has been submitted, what has been built, what they need to be reimbursed for, and what they anticipate to build.

Discussion occurred on when improvements are paid off and how and when funding becomes available.

Mr. Jarvis stated that it is very important to pay for infrastructure that is already in place or near completion.

Chairman Walter reiterated that the rates will remain the same. She stated that the bonds will be renegotiated for a lower rate and for a shorter time span so they will save money in the long run.

Mr. Jarvis stated that the Town, with Stifel, will review the bonds to determine if they can obtain a better rate of return. He stated that refunding a bond costs money and an analysis must be done to determine the feasibility of doing so.

On motion of Boardmember Guilin, seconded by Boardmember Anderson, and carried to adopt Resolution No. MRCFD2 233-17.

Ordinance No. MRCFD2 213-17

Mayor Walter read Ordinance No. MRCFD2 213-17 by title only.

AN ORDINANCE OF THE MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2 SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR COMMUNITY FACILITIES EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Ms. Garcia noted a typographical error within the heading of the ordinance and stated that Ordinance No. MRCFD2 213-17 should reflect District No. 2 and not District No. 1. The original documents will reflect the correct District number.

Discussion/Approval/Disapproval of the Merrill Ranch Community Facilities District No. 2 October 13, 2015, December 5, 2016, and January 3, 2017 Special Meeting minutes.

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to approve the Merrill Ranch Community Facilities District No. 2 October 13, 2015, December 5, 2016 and January 3, 2017 Special Meeting Minutes.

ADJOURN FROM MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2

On motion of Vice-Chairman Woolridge, seconded by Boardmember Larsen, and carried to adjourn from Merrill Ranch Community Facilities District No. 2.

PUBLIC HEARINGS AND PRESENTATIONS

Public hearing to receive citizens' comments on the proposed final budget for Fiscal Year 2017-2018.

Mayor Walter opened the public hearing.

Mr. Bill Tanner, Florence Resident, inquired how much money has been spent to date on the litigation against Florence Copper, inclusive of administrative proceedings. He also asked about monies that have been earmarked for contemplated litigation against Florence Copper. He stated that he submitted a public records request, through the online portal two weeks ago, for all documentation between the Town of Florence with regards to Florence Copper. He has not received a response and asked how best to pursue the request.

Mayor Walter asked that he address his questions regarding the total amount spent regarding Florence Copper with Mr. Billingsley or Mr. Jess Knudson, Assistant Town Manager.

Mayor Walter stated that there is not a set amount earmarked for litigation against Florence Copper, but litigation is denoted in the budget; however, it does not specify to whom, it only states "legal fees". Specific entities are not earmarked. She asked that Mr. Jarvis specify the legal fees amount when he does his presentation later in the meeting.

Mayor Walter asked Mr. Tanner to reach out to Mr. Billingsley or Ms. Garcia with regards to his public records request.

Mayor Walter closed the public hearing.

Public hearing to receive citizens' comments on the property tax levy of the Town of Florence Ordinance No. 657-17; and First reading of Ordinance No. 657-17.

Mayor Walter read Ordinance No. 657-17 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE, SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2018, AND DECLARING AN EMERGENCY.

Mr. Jarvis, Finance Director, discussed the Streetlight Improvement District (SLIDs) and stated that there has not been a secondary property tax for the SLIDs for the last few years because of the available fund balance. It is a recommendation from staff that the Town not charge secondary property taxes for the SLIDs for the upcoming year. He stated that the assessed rate will remain at \$0.00.

Mr. Jarvis explained that the budget being presented is in alignment with the Strategic Plan that was adopted by Council. The Town will receive less revenue in Fiscal Year 2017-2018 than in Fiscal Year 2016-2017.

Mr. Jarvis explained that the budget contains a similar benefit plan for employees with a 5% base general adjustment for all full-time employees along with the re-allocation of specific salaries to the fund for which they work as well as some organizational changes.

Mr. Jarvis explained that the tentative budget approves the ceiling for the budget and the final budget cannot exceed the tentative budget amount. He explained that changes, inclusive of receiving the final numbers for the upcoming fiscal year, occurred since he first presented the budget on April 17, 2017. A Budget Committee was also formed and provided direction to staff, in which they met several times throughout the process. He stated that the tax levy will be presented to Council for consideration on August 7, 2017.

Mr. Jarvis explained the revenues and how it compares to revenues received in the past. He stated that state shared revenue is based on the current population. The population was miscalculated last year and the Town was not asked to return the revenues received. He stated that moderate revenues remain conservative. Staff will track and provide revenue projections quarterly.

Mr. Jarvis explained that the budget is a balanced budget, which means that the revenues meet or exceed the expenditures.

Mr. Jarvis explained that the revenues are as follows:

- General Fund Revenue	
State-shared revenue	54%
Charge for service	3%
Fines	1%
Interest and Miscellaneous	1%
Town Sales Tax	21%
Town Food Tax	2%
Property Tax	8%
Franchise Fee	4%
License and Permits	6%

Mr. Jarvis explained the Enterprise Funds are self-funded.

Mr. Jarvis presented the following:

- Departmental Reductions
 - Department Heads were asked to consider reductions with the following rules:
 - Reduction should NOT be a reduction in services to citizens.

- Department will operate within that budget.

- Operational reductions at a glance:

- Council \$33,039
- Administration \$28,661
- Legal \$150,000
- Police \$45,670
- Fire \$71,400
- IT \$66,500
- Parks and Recreation \$55,045
 - Fitness Center hours will decrease.

- Town Funds

- 010 General Fund
- 011 General Capital Improvements Fund
- 012 HURF/Streets/Fleet Fund
- 013 Construction Tax Fund
- 014 Food Tax Fund
- 015 Debt Service Fund
- 019 Capital projects Fund E.D.
- 051 Water Fund
- 052 Wastewater Fund
- 053 Sanitation Fund
- Various types of restrictions
 - Federal, State, County and local
 - Certain monies can only be spent in certain areas
 - Must be able to provide demarcation between different revenue sources and expenditures

- General Fund Expenditures

<u>Department</u>	<u>FY2013-2014</u> <u>Actual</u>	<u>FY2014-2015</u> <u>Actual</u>	<u>FY2015-2016</u> <u>Actual</u>	<u>FY2016-2017</u> <u>Forecast</u>	<u>FY2017-2018</u> <u>Budget</u>
Council	105,556	116,285	92,499	118,053	95,747
Administration, Econ Dev, Gen.	1,708,427	1,957,171	1,358,321	2,014,993	1,911,558
Court	248,078	269,752	199,952	183,732	198,606
Attorney	271,824	661,669	686,456	454,638	473,844
Finance	754,058	870,769	818,882	761,496	676,281
Human Res.	220,663	236,712	239,927	231,235	246,472
Community Dev	515,575	594,069	611,006	613,875	595,580
Police	3,601,240	4,036,709	3,869,530	3,520,837	3,974,134
Fire	2,636,845	3,065,578	2,887,167	2,951,824	3,042,730

Info Technology	526,404	515,079	460,394	408,755	391,974
Parks and Rec	1,251,577	1,559,673	1,931,462	1,927,503	2,001,501
Library	359,798	408,379	376,087	350,444	272,568
Engineering, Facilities, Cemetery	127,421	151,415	551,745	480,968	666,037*

- HURF and Enterprise Funds
 - The significant increase from forecasted amount to the budgeted amount is due to CIP projects.
 - Will spend HURF Fund bonding monies

<u>Department</u>	<u>June 30, 2014 Actual</u>	<u>June 30, 2015 Actual</u>	<u>June 30, 2016 Actual</u>	<u>June 30, 2017 Forecast</u>	<u>June 30, 2018 Budget</u>
HURF	2,466,993	2,261,822	3,628,225	3,201,981	7,575,949
Water	2,405,072	2,263,784	1,831,764	2,723,796	5,123,036
Waste Water	2,797,056	3,029,153	2,574,449	2,879,184	4,659,499
Sanitation	876,285	862,311	870,775	965,771	917,633

- Compensation
 - Benefits plan adopted May 15, 2017
 - Budget Included 5% General Adjustment for full-time employees
 - FY 2011/12 Up to 5% merit + 2% COLA +10% to end of all ranges
 - FY 2012/13 Up to 5% merit
 - FY 2013/14 Up to 4% merit
 - FY 2014/15 Up to 4% merit
 - FY 2015/16 3% stipend
 - FY 2016/17 3% stipend
 - Full-Time Employees retain ownership in range
 - Part-Time Employees will not receive a General Adjustment
- Next Steps for Fiscal Year 2017-2018 Budget
 - Presentation and consideration of adoption of the FY 2017-2018 Final Budget
 - July 17, 2017
 - Presentation and consideration of adoption of FY 2017-2018 Property Tax Levy for the Town and Special Districts
 - August 7, 2017
- On the Horizon
 - January 2018 State minimum wage increase to \$10.50 per hour
 - Budget FY 2018-2019 Session
 - Internal Comp and Class Review and Recommendations
 - Benefit review

Mr. Jarvis responded to Mr. Tanner's question regarding how much money the Town of Florence has spent on the Florence Copper case. He stated that the Town of Florence has spent \$1.2 million to date. Money is allocated in the Legal Budget for professional services. He

stated that \$250,000 has been budgeted for professional services this fiscal year. This is inclusive of all legal services in order to meet the Strategic Plan goals of the Council.

Vice-Mayor Woolridge inquired how many years is the \$1.2 million spread over.

Mr. Jarvis stated that the \$1.2 million has been spent over the course of four years.

Mayor Walter opened the public hearing. There were no public comments, Mayor Walter closed the public hearing.

ADJOURN TO A SPECIAL MEETING OF THE MAYOR AND COUNCIL

On motion of Vice-Mayor Woolridge seconded by Councilmember Larsen, and carried to adjourn to a Special Meeting.

Resolution No. 1631-17

Mayor Walter read Resolution No. 1631-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR THE FISCAL YEAR 2017-2018.

Councilmember Guilin noted a correction that needs to be made on Schedule A, Line Item 3. She stated that the fund balance needs to be inserted for June 30, 2017, estimated in each of the budgets.

Councilmember Anderson stated that the revenues are decreasing. He stated that San Tan Valley may incorporate, and other communities are growing faster than Florence is growing which may be cause for additional decrease in revenues. The Town needs to build its reserves in anticipation of the continued decrease in revenues and be conservative in its budgeting and spending.

On motion of Councilmember Hawkins, seconded by Councilmember Wall to adopt Resolution No. 1631-17.

Roll Call Vote:

Councilmember Hawkins: Yes

Councilmember Wall: Yes

Councilmember Larsen: Yes

Councilmember Guilin: Yes

Councilmember Anderson: Yes

Vice-Mayor Woolridge: Yes

Mayor Walter: Yes

Motion passed/failed: Yes: 7; No: 0

ADJOURN FROM A SPECIAL MEETING OF THE MAYOR AND COUNCIL

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to adjourn from a Special Meeting.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

a. Resolution No. 1630-17:

Mayor Walter read Resolution No. 1630-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.

- b. Approval of the 2017 Emergency Medical Transportation Service Agreement with American Medical Response, Inc. to obtain the operational and monetary benefits provided by the terms of the agreement.**
- c. Approval of the Maintenance Agreement with Superstition Fire and Medical District to provide repair and maintenance services on the Town of Florence's fire apparatus and equipment.**
- d. Approval of the Pinal County Community College District Intergovernmental Agreement with the Town of Florence Fire Department to share resources to provide instruction, education and training for students in the college Fire Science Program.**
- e. Authorization to enter into a Lease Agreement with Pinal County for property located at 383 N. Main Street, Florence, Arizona, commonly known as the former Pinal County Elections site.**
- f. Authorization to dispose of two vertical balers from the Public Works Department.**
- g. Approval of the Gila River Cellular General Partnership, doing business as Verizon Wireless, Master Agreement with the Town of Florence for use of Town property in connection with Verizon's operation of its small cell wireless network.**
 - i. Approval of Site Supplement No. 1 License.**
 - ii. Approval of Site Supplement No. 2 License.**
 - iii. Approval of Site Supplement No. 3 License.**
- h. Approval of the June 5, June 6, and June 19, 2017 Town Council Regular Meeting minutes and the June 19, 2017 Town Council Special Meeting minutes.**

- i. **Approval of accepting the register of demands ending May 30, 2017, in the amount of \$2,152,618.77.**

On motion of Councilmember Anderson, seconded by Councilmember Wall, and carried to approve the Consent Agenda, as written, with the exception of Items b, f and g.

- f. **Authorization to dispose of two vertical balers from the Public Works Department.**

Councilmember Guilin inquired if there are any restrictions with the disposal of the balers.

Mr. Jarvis stated there are no restrictions.

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to dispose of two vertical balers from the Public Works Department.

- g. **Approval of the Gila River Cellular General Partnership, doing business as Verizon Wireless, Master Agreement with the Town of Florence for use of Town property in connection with Verizon's operation of its small cell wireless network.**

- i. **Approval of Site Supplement No. 1 License.**

- ii. **Approval of Site Supplement No. 2 License.**

- iii. **Approval of Site Supplement No. 3 License.**

Councilmember Wall inquired if all the towers are near the Anthem K-8 school.

Mr. Billingsley stated that Verizon approached staff about the locations several months ago. There has been legislation at the State level with regards to the format and rules of small cell sites.

Mr. Clifford Mattice, Town Attorney stated that all of the towers are located in Anthem.

Councilmember Wall inquired if they are on towers and if those living in close proximity to the proposed locations were notified.

Mr. Billingsley stated they will be located on streetlights in Anthem. Verizon will provide a new structural pole at the same height and will have a light with an antenna mounted to it. The new law clearly specifies what can and cannot be done.

Mr. Mattice stated that the plans have been approved and they wish to proceed prior to the change in law.

Mayor Walter inquired why they chose those three sites. She stated that she would have liked them to be present at tonight's meeting.

Mr. Billingsley stated that they presented to staff and he attended that meeting. They have a signal map that indicates the optimal places to locate these facilities to get the proper reach that

they need. The technology is changing and more data is going to be received as well as cell phones are becoming more powerful than they currently are so short band will be needed.

Discussion occurred on what the appearance will look like.

Councilmember Hawkins requested that the item be tabled and that the company come before Council and provide a presentation.

Councilmember Anderson inquired if the large cell tower behind the elementary school will be replaced. He inquired if the change will support wireless connections.

Mr. Billingsley stated that there are two towers in the Anthem vicinity and he is unable to comment if this will have any impact on the existing towers.

Discussion occurred on the tower in close proximity to the Anthem K-8.

Mr. Billingsley stated that Verizon has received several complaints from the Anthem residents with regards to no coverage in the area. They are trying to address the concerns, in addition, prepare for the new technology for the next wave of cell phones.

Mr. Billingsley stated that he will have staff reach out to Verizon and ask if they can provide a presentation to Council at the next Council meeting.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to table the Gila River Cellular General Partnership, doing business as Verizon Wireless, Master Agreement with the Town of Florence for use of Town property in connection with Verizon's operation of its small cell wireless network.

b. Approval of the 2017 Emergency Medical Transportation Service Agreement with American Medical Response, Inc. to obtain the operational and monetary benefits provided by the terms of the agreement.

Mayor Walter inquired what changes have occurred from the previous contract to the contract that is being submitted for consideration.

Mr. David Strayer, Fire Chief stated that the biggest change has to do with the EMS supplies. The Town maintained the paramedic ride-in fee which is approximately \$100 per ride-in. The Town added a stipend for EMS supplies. The Town will restock their own supplies and they will reimburse the Town per call. Beyond that, there are operational benefits such as compatibility issues with mobile computers. He noted that the agreement is very similar to the last agreement.

Mayor Walter inquired why they are not providing equipment.

Chief Strayer stated that in the existing agreement, they would restock the items in the field; however, in the proposed agreement, the Town would provide their own EMS supplies and they would pay the Town a flat fee per call. He stated that this provides the Town more control of the quality of the supplies and the inventory.

Mayor Walter inquired if a comparison has been done with regards to the cost of the supplies versus the amount to be reimbursed.

Chief Strayer stated that the agreement is a common agreement; however, it is better than most. Most departments decreased their ride-in fees from \$100 to \$50; however, the Town was able to maintain the fee at approximately \$93.00. This is a benefit that the Town was able to maintain and others were not. Florence is at the top of the range of what is being collected. The Town runs approximately 3,000 calls per year and approximately 80% of the calls are for medical. He stated that they were conservative and estimated the calls at 1,000 in which they would collect the stipend for supplies, which equates to \$14,000 per year. He stated that the \$14,000 is sufficient to stock their inventory.

Mayor Walter inquired if the company is up for sale or if it was recently purchased.

Chief Strayer stated that there was an article from Reuters Today that listed that there are advanced talks with regards to being purchased.

Mr. David Jacobelli, District Manager, American Medical Response, Inc., stated that the sale is not final; however, there are meetings scheduled. They are part of Envision Healthcare and they will not be part of Envision Healthcare moving forward. He understands that they are several companies who are trying to purchase American Medical Response, Inc., and enhance their overall system. Air Medical Company is one the companies looking to purchase them.

Mayor Walter inquired what insurances can Mr. Jacobelli provide that Florence will not lose the service to its residents if the Town proceeds with the contract.

Mr. Jacobelli stated that he does not foresee any changes at all. They are a \$2 billion-dollar company and their resources are not going to change unless they add things due to growth. He stated that the company has been purchased several times and they have continually enhanced.

Mr. Jacobelli stated that they have the nationwide FEMA contract as well as the nationwide NASCAR/Monster Energy contract. They have several other large contracts and provide service throughout the United States.

Mayor Walter stated that she had budgetary concerns with regards to reimbursement amounts. She wants to ensure the contract is cost effective and that the Town is able to recoup the amount for services provided.

Mr. Jacobelli stated that they have ran statistics with regards to reimbursement amounts and the Town will receive \$14.00 for every call. The reimbursement balances itself out over the course of the year.

Mayor Walter stated the contract is for five years with an option to end the contract with a 90-day notice. She asked what the Town would do in the event that American Medical Resources, Inc. opted out of the contract.

Mr. Jacobelli stated that they have an ambulance and experienced paramedics so they could start transporting immediately. He stated that the language is standard in all of the contracts throughout the state.

Councilmember Larsen inquired about the stockpiling of supplies and then being reimbursed. She asked how the Town would recoup the cost should American Medical Resources, Inc. opt out of the contract.

Chief Strayer stated that there is a Certificate of Need (CON) process that the Arizona Department of Health Services manages. The Town would need to apply for this process in order to start transporting themselves.

Councilmember Anderson inquired if this item is included in the budget.

Mr. Jarvis stated that the item has been included.

Mr. Jacobelli stated that they have been in Pinal County since 1982 and they have a CON that covers the entire area and they have a duty to serve the citizens. The language is in the contract to protect both parties.

Mr. Billingsley thanked Chief Strayer for his contributions in the negotiations. He stated that they were very thorough in their research. He also thanked American Medical Resources, Inc. for their willingness to work with the Town. He stated that the agreement before Council is better than other agreements that they have reviewed.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to approve the 2017 Emergency Medical Transportation Service Agreement with American Medical Response, Inc. to obtain the operational and monetary benefits provided by the terms of the agreement.

NEW BUSINESS

Discussion/Approval/Disapproval of a Lot Hold Agreement between the Town of Florence, and Pulte Home Company, LLC, to not allow sales or vertical construction of houses upon Anthem at Merrill Ranch, Unit 38, Lots 10, 11, 12, 13, 14 and 15 that are currently shown to be within the limits of the FEMA Flood Zone A until such time that FEMA has removed the lots from the FEMA Flood Zone.

Mr. Chris Salas, Development Services Director, stated that this a new unit and one of the conditions for the final plat is that a Lot Hold Agreement be done. The agreement will protect multiple parties. The Town does not want homeowners purchasing a home and have to pay for flood insurance.

Mr. Salas explained that there are multiple reasons as to why a Letter of Map Revision (LOMR) can take several years to complete. The Town should not allow homes to be built in a recognized floodplain and they should wait until a LOMR is approved.

Mr. Salas explained the process of a LOMR approval. He stated that once a Conditional Letter of Map Revision (CLOMR) has been approved, dirt can be moved. Once the dirt is moved and all of the structures have been built, as built conditions will be done and supply an update for the LOMR. Once the LOMR has been approved, staff will come before Council and modify the agreement and the lots will then be available to be built upon at that point.

Mr. Salas stated that the Town's software is being modified to ensure that those homes cannot be sold.

Vice-Mayor Woolridge asked Mr. Salas to clarify what a CLOMR and LOMR is.

Mr. Salas explained what a CLOMR and LOMR are.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to approve the Lot Hold Agreement between the Town of Florence, and Pulte Home Company, LLC, to not allow sales or vertical construction of houses upon Anthem at Merrill Ranch, Unit 38, Lots 10, 11, 12, 13, 14 and 15 that are currently shown to be within the limits of the FEMA Flood Zone.

Resolution No. 1632-17:

Mayor Walter read Resolution No. 1632-17 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 38; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Ms. Michelle Orton, Planning Manager, stated that the unit is located within Sun City. There are 75 single-family residential lots proposed for this 23-acre subdivision that abuts the Walker Butte Wash to the south. In regards to the subject wash, the resolution for this Final Plat adds an extra precaution to ensure that no homes will be constructed on lots 10-15 that may be within the FEMA designated floodplain of the Walker Butte Wash.

Ms. Orton stated that the neighborhood streets in this unit are designed and constructed with a 40-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. The improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance. Unit 38 has multiple points of access and connectivity.

Ms. Orton stated that the Preliminary Plat for Unit 38 was approved by the Planning and Zoning Commission on September 15, 2016. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this final plat. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

Ms. Orton stated that Pulte Homes will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period. Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence.

Councilmember Anderson stated that the flood zone runs through Hunt Highway as well. He noticed equipment digging in the area near the underpass and inquired what was being done.

Mr. Salas stated that work is being done on the pedestrian side for pedestrian amenities. He stated that the side that is for the actual water course has been completed.

On motion of Councilmember Larsen, seconded by Councilmember Anderson, and carried to adopt Resolution No. 1632-17.

MANAGER'S REPORT

Mr. Billingsley stated that the Florence Police Department Citizen's Academy Class Number 4 is currently accepting applications. The classes are scheduled to begin on September 5, 2017.

Mr. Billingsley stated that the USS Indianapolis event at the Community Center was very successful, with an attendance of 117+ people. The talk was recorded and will be available on the website in the near future. The goal is to schedule another event as this one was very popular and they will make accommodations for a larger group of attendees.

Mr. Billingsley stated that the Town was awarded a \$63,000 grant from ADOT, as part of the Pass-Through Program 5310 – Persons with Disabilities, to purchase a new cut away van with an ADA lift for the Senior Center. The current van is ten years old and broke down last year and the Town had to borrow a van to continue its services.

Mr. Billingsley read a letter received from the Hall of Flame Museum of Firefighting, which read:

"Dear Chief Strayer,

On behalf of the National Historical Fire Foundation, I would like to thank you for the contribution to the Hall of Flame Museum Fire Department's Patch Collection with so many Fire Departments worldwide. It would be impossible to build and maintain such an extensive assortment of patches without the help of thoughtful visitors like yourself. We are honored to have the privilege displaying your Fire Department's patch and I hope that you will visit the museum again soon."

DEPARTMENT REPORTS

Courts

Development Services

Finance

Fire

Library

Parks and Recreation

Police

Councilmember Wall thanked Mr. Salas for the new format of his department report.

The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Michelle Cordes, Florence Resident, asked the Town to consider purchasing Johnson Utilities or finding a resolution to Johnson Utilities. The quality of water is not acceptable, their service is horrible and many residents feel that they are being unfairly charged. She said that she has been consistently charged for 30,000 gallons of water, even when she was gone the entire month of June. She has had her home tested for leaks and none were found. She has addressed her concerns with Johnson Utilities to no avail. She stated that the service fees vary based on usage; however, her usage is consistent but the service fees are always different.

Ms. Cordes stated that with the recent developments of Mr. Johnson and his business dealings. She believes now would be the best time for The Town to consider purchasing. She understands that this was considered by the Town Council once before; however, it was not successful, but hopes that Town will reconsider.

Ms. Cordes stated that Queen Creek may be interested in purchasing Johnson Utilities.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen thanked the Parks and Recreation staff for the Fourth of July celebration. She congratulated the staff for being named the number one in the “Nation’s Best Suburb To Purchase A House In Arizona”.

Councilmember Larsen stated that she remains committed to her campaign promises to make decisions based on what is best for the Town, its future and its residents. She addressed the continued comments regarding Florence Copper and the legal issues surrounding them. She believes she is doing what is best for the community. In the end, no matter the outcome, she feels that she is making the best decisions for the community and its safety.

Councilmember Larsen stated with regards to building safety, that even though the Courts sided in favor of the Town, there are no winners. The Town now has a valuable building out of commission for too long and staff has dedicated much time focusing on one building that they could have used to focus on other items. She referenced a similar issue in another community in which a building collapsed because of non-authorized contract work and a young man was killed as well as trapped a woman and her dog.

Councilmember Larsen loved having the business in town and is saddened by all that has transpired and hopes that they can find a way to stay in Florence. She hopes they can work together to improve the situation and bring the building up to compliance as soon as possible.

Councilmember Larsen stated that there was a recent article regarding allegations of possible police misconduct. She stated that Florence has one of the best police forces. She appreciates the Town’s police officers and have the upmost respect for their position and all of the

responsibilities that it holds; however, she has no tolerance for any abuse of power and there is no place for that in Florence.

Councilmember Wall stated that Florence passed a proclamation renaming the Florence Post Office, in behalf of Adolfo “Harpo” Celaya. She inquired when the renaming will take place and said that it would be good to have a re-showing of the USS Indianapolis during that time.

Councilmember Hawkins stated that the event will take place in the fall, when it is cooler and many of the winter residents are back.

Councilmember Anderson stated that there are several issues with regards to the water issues in the State. A Blue-Ribbon Committee has been established by the Governor to review the water availability. Arizona Department of Water Resources (ADWR) is looking into the issues with regards to the water resources, the modeling system, and water availability. As a State, there is water available; however, there are areas without water and they are trying to determine how to address this issue. The water situation is an on-going battle and support is needed to resolve the problems.

Mr. Anderson stated that there was an article in the local newspaper with regards to not enough being done for the downtown area. He stated that the Town is not able to give money away. The improvements that were done on the buildings in the downtown area were done with grant money and unfortunately, they have done away with many of the grants.

Councilmember Guilin stated that she attended the USS Indianapolis showing with her family; which they enjoyed very much.

Councilmember Hawkins thanked everyone who helped put on a great Fourth of July celebration. He stated that the Town is doing as much as possible for the downtown area.

Councilmember Hawkins stated that there was an article in the local newspaper that printed a comment made by one member of the Appeals Board in which he felt Florence was abusing its power and had unsubstantiated reasons for revoking the conditional occupancy permit.

Councilmember Hawkins stated that Florence is not abusing its power. Florence has to abide by the State Statutes on commercial buildings that pertain to public safety. Overall, he was pleased with the Board; however, he was disappointed with the comments that a Board member made.

Vice-Mayor Woolridge stated that everyone is entitled to their opinion and there are always two sides to every story. She stated that the Council will continue to do their best.

Mayor Walter stated that Ms. Clair has a beautiful voice and it was exciting to present the first Key to the Town as a Council.

Mayor Walter stated that a letter from Service Line Warranties of America (SLWA) was to have appeared in the local newspaper; however, she has not seen it. She read the letter for the record, which read:

“Last year the Town of Florence, Town Council approved the launch of a new operational program to protect local homeowners from the cost and inconvenience of water and sewer line repairs on their property. This program is offered by our company. Service Line Warranties of America (SLWA), through the National League of Cities and Towns. Recently, homeowners received materials in the mail about the SLWA Program and the opportunity to sign up for the optional service plans.

Some residents living in mobile or manufactured homes contacted SLWA and were told that they do not qualify, leading some to criticize the Mayor and Town Council. This criticism was misplaced and should have never been directed at our company for providing inaccurate information to residents.

Mobile or manufactured homes that are permanently fixed to the Town do qualify under the SLWA Program. SLWA regrets the confusion caused by our staff and welcomes homeowners living in this type of structure to sign up for this valuable program.

Thank you to Mayor Walter and the Florence Town Council for their continued support. We look forward to serving the residents of Florence.”

Mayor Walter stated that the program was researched and brought forward that this company could provide a service to the residents. Unfortunately, their company provided misinformation and they are trying to correct it.

Mayor Walter stated that Florence starts school on July 24, 2017, and asked that everyone be cautious when driving in the schools' proximity.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for the purpose of discussion or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. § 38-431.03(A)(1), (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding the following:

- a. Pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV 2015-000325.**
- b. The Town's involvement in Oral Arguments regarding UIC Appeal 17-03**
- c. Project Centennial**
- d. Town Manager Evaluation**

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to adjourn the meeting at 9:39 p.m.


Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on July 17, 2017, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
MEETING DATE: August 21, 2017 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Resolution No. 1634-17: Pinal County Regionally Significant Routes		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Potential action on Resolution No. 1634-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ENDORSING AND SUPPORTING THE REGIONALLY SIGNIFICANT ROUTES FOR SAFETY AND MOBILITY UPDATE.

BACKGROUND/DISCUSSION:

The Regionally Significant Routes (RSRs) for Safety and Mobility (RSRSM) is a study originally developed by Pinal County in 2008 to ensure mobility and safety through a partnering approach with federal, state, county, local, Native American Communities and private stakeholders. The purpose of the plan is to provide a guide for the county and other stakeholders to implement and fund RSRs.

The need for regionally significant routes is demonstrated by unprecedented growth, increased congestion, impacts on safety, and an existing roadway system that lacks adequate capacity and continuity. The importance of acquiring right-of-way for future roads, including the North/South Corridor is also stressed.

The original study was adopted by Pinal County in 2008. It was recently updated in February 2017 to incorporate the growing needs of the county. A resolution of support was adopted by the Florence Town Council on April 7, 2008 to support of the original study. This resolution of support is for the February update.

A VOTE OF NO WOULD MEAN:

The Town Council does not support this resolution.

A VOTE OF YES WOULD MEAN:

The Town of Florence supports this resolution.

FINANCIAL IMPACT:

There is no fiscal impact to the Town of Florence regarding this resolution of support.

ATTACHMENTS:

Resolution No. 1634-17
Regionally Significant Routes for Safety and Mobility Map

RESOLUTION NO. 1634-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ENDORSING AND SUPPORTING THE REGIONALLY SIGNIFICANT ROUTES FOR SAFETY AND MOBILITY UPDATE.

WHEREAS, many cities, towns, tribal communities and unincorporated areas of Pinal County are experiencing unprecedented growth creating considerable transportation needs for the traveling public; and

WHEREAS, developing a transportation system to accommodate the travel demands of the public is necessary to ensure a high quality of life and continued growth of Pinal County; and

WHEREAS, Pinal County and the cities, towns and tribal communities within Pinal County wish to develop a safe and efficient transportation system in accordance with regional planning concepts acceptable to Pinal County; and

WHEREAS, it is in the best interests of Pinal County and the cities, towns and tribal communities within Pinal County to develop a regional transportation plan that provides for a high level of mobility; encourages connectivity in transportation improvement projects and coordinates planning activities; and

WHEREAS, The Town Council of Florence, Arizona, supports the development of a regional transportation plan for Pinal County and commits staff to participate in efforts to develop a regional transportation plan to identify and preserve regionally significant routes; and

WHEREAS, the Regionally Significant Routes for Safety and Mobility Update includes a corridor preservation map for regionally significant routes to be used by Pinal County, the cities, towns and tribal communities for preserving rights-of-way as development occurs and implementing the routes according to the Regionally Significant Routes for Safety and Mobility study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

- 1.) The Mayor and Town Council endorses and supports the recommendations and finding of the Regionally Significant Routes for Safety and Mobility Study and recommends its approval by the Pinal County of Board of Supervisors; and
- 2.) The Mayor and Town Council may consider incorporating the identified corridors from the Regionally Significant Routes for Safety and Mobility Update into its Transportation Improvement Plan and/or Capital Improvement Program.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 21st day of August 21, 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

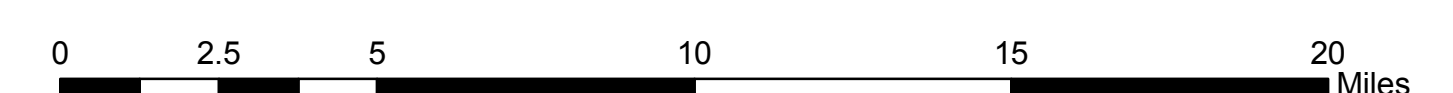
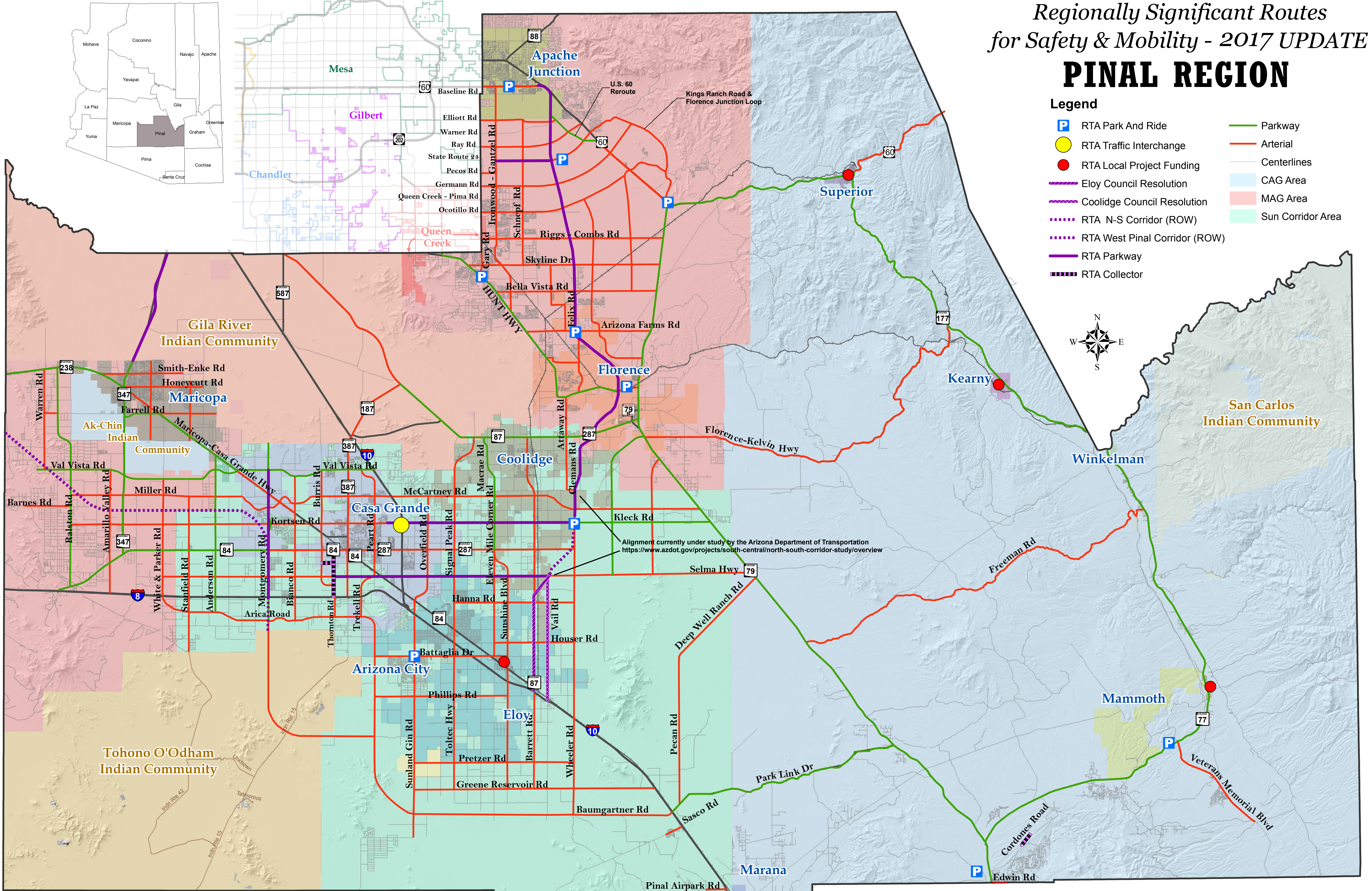
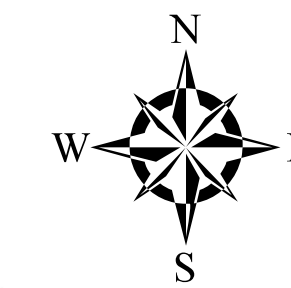
Clifford L. Mattice, Town Attorney

Regionally Significant Routes for Safety & Mobility - 2017 UPDATE

PINAL REGION

Legend

- P RTA Park And Ride
- RTA Traffic Interchange
- RTA Local Project Funding
- Eloy Council Resolution
- Coolidge Council Resolution
- RTA N-S Corridor (ROW)
- RTA West Pinal Corridor (ROW)
- RTA Parkway
- RTA Collector
- Parkway
- Arterial
- Centerlines
- CAG Area
- MAG Area
- Sun Corridor Area





TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10b.

MEETING DATE: August 21, 2017

DEPARTMENT: Development Services

STAFF PRESENTER: Michelle Orton, Planning Manager

SUBJECT: Resolution No. 1635-17: Final Plat for Anthem at Merrill Ranch Unit 52

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1635-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 52; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Home Corporation requests approval of the proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Sun City portion of the AMR community.

There are 124 single-family residential lots proposed for this 61.09 +/- acre subdivision. The resultant density for this unit will be a low 2.02 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

The accompanying Resolution for this Final Plat adds an extra precaution to ensure that no homes will be constructed on lots that may be within any FEMA designated floodplains.

Neighborhood streets in this unit are designed and constructed with a 40-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. Though the 40-foot ROW will be utilized for this subdivision, the improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance.

The Preliminary Plat for Unit 52 was approved by the Planning and Zoning Commission on December 15, 2016. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 52 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Corporation will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1635-17
Final Plat for Anthem at Merrill Ranch Unit 52

RESOLUTION NO. 1635-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 52; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 52 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. The Final Plat shall not be recorded until the approval, execution and recording of a Lot Sale Prohibition Agreement or similar legally binding agreement that ensures that no residential structures are constructed on lots within a FEMA defined Floodplain.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 21st day of August 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT

ANTHEM AT MERRILL RANCH UNIT 52 (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE EAST HALF OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AND POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "GOLF CLUB") AS OWNERS HAVE SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 52, LOCATED WITHIN THE EAST HALF OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THERETO; AND (B) THE PROPERTY, EXCEPT TRACT A, UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

THE "GOLF CLUB" IS THE OWNER OF FEE TITLE IN TRACT A UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "GOLF CLUB" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE), THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R AND S AS DEPICTED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R AND S AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE
MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:

POSTON BUTTE GOLF CLUB, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE
MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R AND S BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED,

THIS _____ DAY OF _____, 20____.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION;

BY: _____

ITS: _____

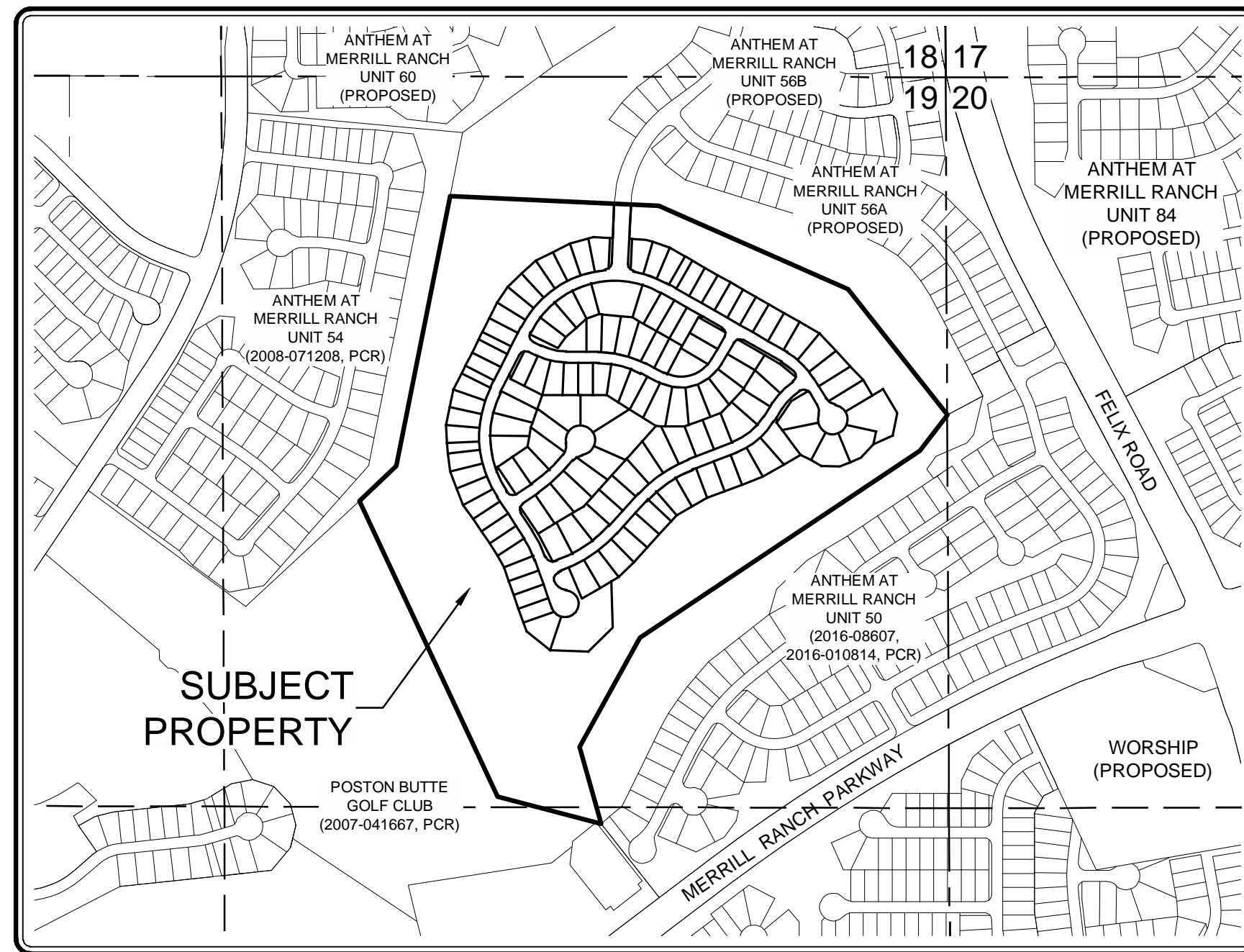
ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE
MY COMMISSION EXPIRES: _____, 20____.



SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 52 LAYOUT
4	UNIT 52 LAYOUT
5	UNIT 52 LAYOUT
6	UNIT 52 LAYOUT
7	UNIT 52 LAYOUT
8	UNIT 52 LAYOUT
9	UNIT 52 LAYOUT
10	UNIT 52 SDT DETAILS

TRACT AREA TABLE

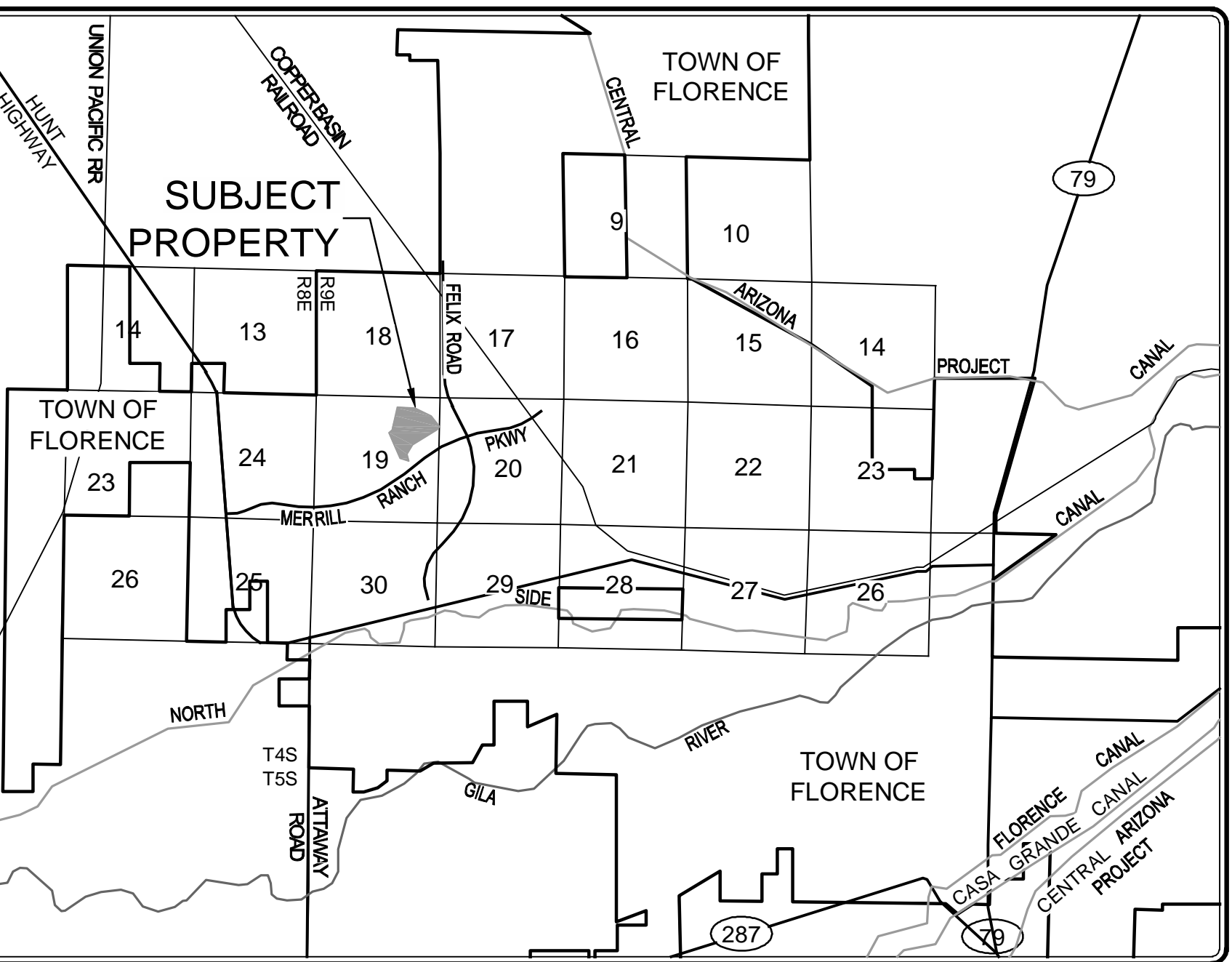
TRACT	AREA (AC)	USAGE
TRACT A	29.5503	LANDSCAPE, DRAINAGE, STORM DRAIN, SEWER, WATER, PUBLIC UTILITY EASE., GOLF COURSE & RETENTION
TRACT B	0.0240	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT C	0.0240	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT D	0.0802	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT
TRACT E	0.4432	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT F	0.2114	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT G	0.1994	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT H	0.0226	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT I	0.0592	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT J	0.0476	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT K	0.4772	LANDSCAPE, DRAINAGE, STORM DRAIN, WATER, PUBLIC UTILITY EASEMENT & RETENTION
TRACT L	0.0939	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT M	0.8967	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT N	0.0561	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT O	0.0490	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT P	0.0914	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT
TRACT Q	0.0799	LANDSCAPE, DRAINAGE, SEWER & PUBLIC UTILITY EASEMENT
TRACT R	0.0226	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT S	0.0779	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 8 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED NOVEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1. AMONG OTHERS, SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND NOVEMBER 31, 2038.



BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, (THE NORTHWEST CORNER BEING A FOUND A 3" AC, NO ID AND THE NORTH QUARTER CORNER BEING A FOUND 1-1/2" AC, NO ID), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N89°57'31"E. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2634.19'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 52 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT. A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE
MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	0.0317	COUNTY RIGHT-OF-WAY NE 1/4 SEC 19, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____ Date: _____ Request of: _____ Witness my hand and official seal. Virginia Ross Pinal County Recorder By: _____ Deputy

DEVELOPER / OWNER PULTE HOME CO., LLC

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

OWNER POSTON BUTTE GOLF CLUB, LLC

16767 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

SURVEYOR BAXTER DESIGN GROUP

7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	61.0995	ACRES
OPEN SPACE	32.5066	ACRES
RIGHT-OF-WAY AREA	5.2915	ACRES
NET AREA	55.8080	ACRES
TOTAL LOTS	124	
PROPOSED DENSITY	2.0295	D.U./AC.
ZONING	P.U.D. R-1	

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK COMM.
SOLID WASTE DISPOSAL	TOWN OF FLORENCE COX/QWEST
CABLE	COMMUNICATIONS TOWN OF FLORENCE
POLICE	POLICE DEPARTMENT TOWN OF FLORENCE
FIRE	FIRE DEPARTMENT FLORENCE UNIFIED SCHOOL DISTRICT
SCHOOLS	

BAXTER DESIGN GROUP
7580 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE:	JULY 18, 2017
DESIGNED BY:	BDG
DRAWN BY:	SJS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT

J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

REVISIONS: _____

PULTE HOME COMPANY ANTHEM AT MERRILL RANCH FINAL PLAT UNIT 52

SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

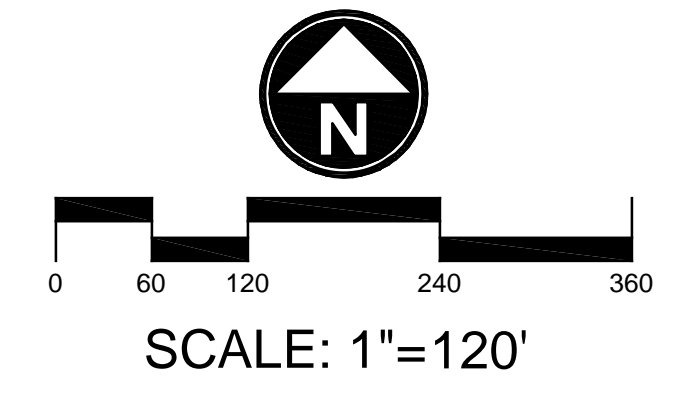
UNIT 52
COVER SHEET
SHEET 1 OF 10

VERSION

SE 1/4 SEC 18
NE 1/4 SEC 19

NORTHWEST CORNER SECTION 20
3" ALUMINUM CAP, NO ID FOUND
N89°57'31"E (BASIS OF BEARING) 2634.19'

NORTH 1/4 CORNER SECTION 20
1-1/2" ALUM. CAP, NO ID FOUND



RECORDER
STATE OF ARIZONA } SS
COUNTY OF PINAL }
I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
Date: _____
Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF SECTION 19, THE TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20 (3" ALUMINUM CAP, NO ID, FOUND) FROM WHICH THE NORTH QUARTER CORNER OF SECTION 20 (1-1/2" ALUMINUM CAP, NO ID, FOUND) BEARS NORTH 89 DEGREES 57 MINUTES 31 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2634.19 FEET AND THE WEST QUARTER CORNER OF SECTION 20 (1/2" REBAR, NO ID, FOUND) BEARS SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1221.81 FEET, TO A POINT FROM WHICH THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST A DISTANCE OF 1422.33 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE, SOUTH 37 DEGREES 22 MINUTES 52 SECONDS WEST, A DISTANCE OF 164.92 FEET;

THENCE, SOUTH 56 DEGREES 17 MINUTES 57 SECONDS WEST, A DISTANCE OF 1216.06 FEET;

THENCE, SOUTH 28 DEGREES 51 MINUTES 27 SECONDS WEST, A DISTANCE OF 452.55 FEET;

THENCE, SOUTH 15 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 288.17 FEET;

THENCE, NORTH 75 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 388.58 FEET;

THENCE, NORTH 25 DEGREES 03 MINUTES 01 SECONDS WEST, A DISTANCE OF 1181.55 FEET;

THENCE, NORTH 11 DEGREES 14 MINUTES 09 SECONDS EAST, A DISTANCE OF 995.64 FEET;

THENCE, SOUTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, A DISTANCE OF 755.20 FEET;

THENCE, SOUTH 66 DEGREES 18 MINUTES 45 SECONDS EAST, A DISTANCE OF 748.82 FEET;

THENCE, SOUTH 38 DEGREES 16 MINUTES 09 SECONDS EAST, A DISTANCE OF 579.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.0995 ACRES, MORE OR LESS.

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

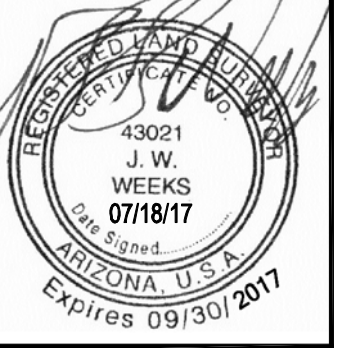
- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- 20' EMERGENCY ACCESS EASEMENT

ABBREVIATIONS

- (AC) ACRE
- ALUMINUM CAP
- BRASS CAP
- BOOK
- BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FOUND MONUMENT
- GENERAL LAND OFFICE
- LANDSCAPE EASEMENT
- LAND SURVEYORS REGISTRATION No.
- MEASURED
- MORE OR LESS
- NO IDENTIFICATION, (NO LS No.)
- INDICATES LINE IS NOT RADIAL TO CURVE
- NOT TO SCALE
- PINAL COUNTY RECORDER
- PAGE
- POINT OF BEGINNING
- PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- RECORD
- RANGE LINE No. EAST
- RADIAL BEARING
- RIGHT OF WAY
- SECTION No.
- STORM DRAIN EASEMENT
- SLIDE
- SANITARY SEWER EASEMENT
- SIGHT DISTANCE TRIANGLE
- TOWNSHIP LINE No. SOUTH
- TOWN OF FLORENCE
- UNOBSTRUCTED VIEW TRIANGLE
- VEHICULAR NON-ACCESS EASEMENT
- WATERLINE EASEMENT
- WALL MAINTENANCE EASEMENT



DATE:	JULY 18, 2017
DESIGNED BY:	BDG
DRAWN BY:	SJS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT



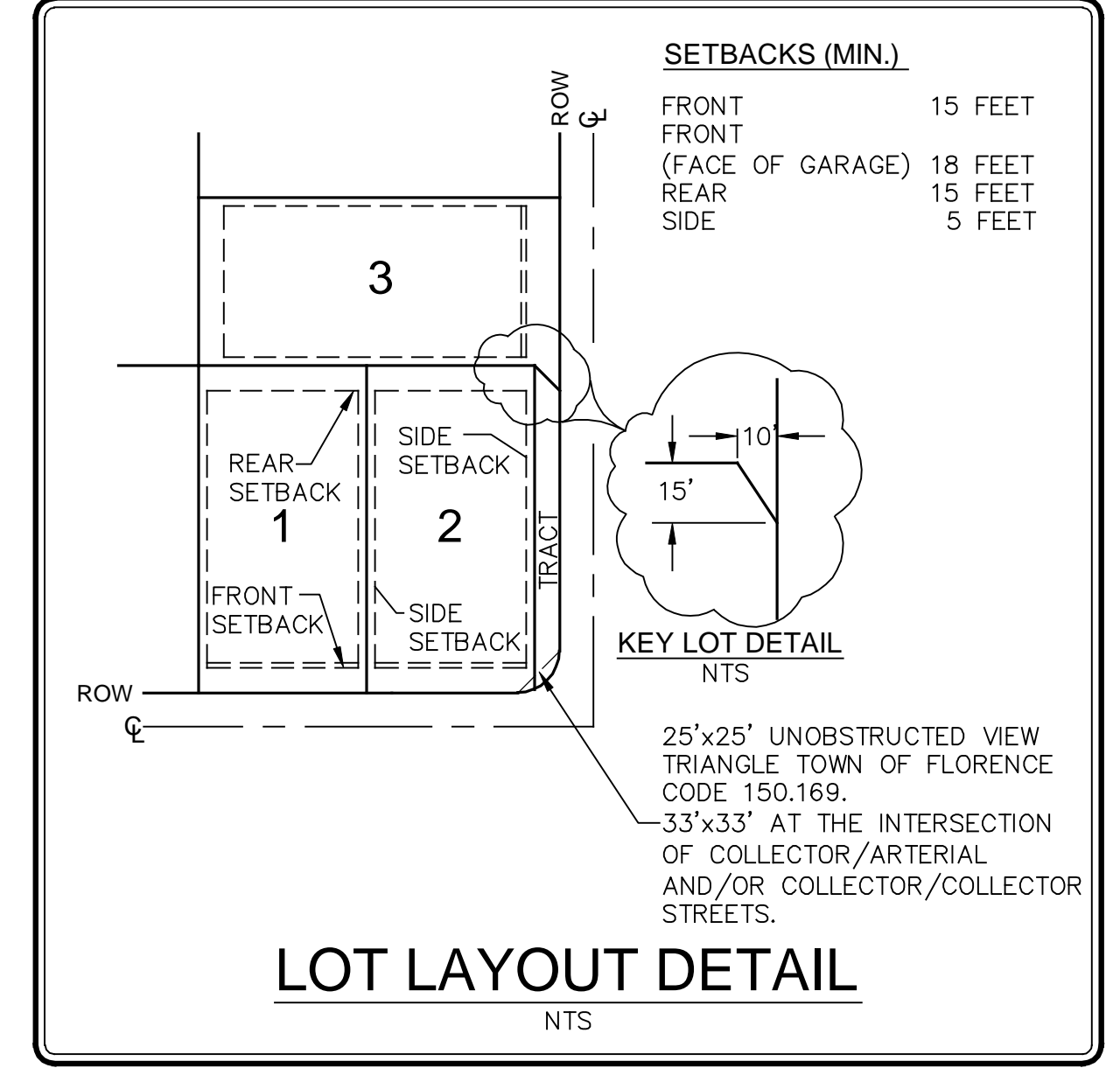
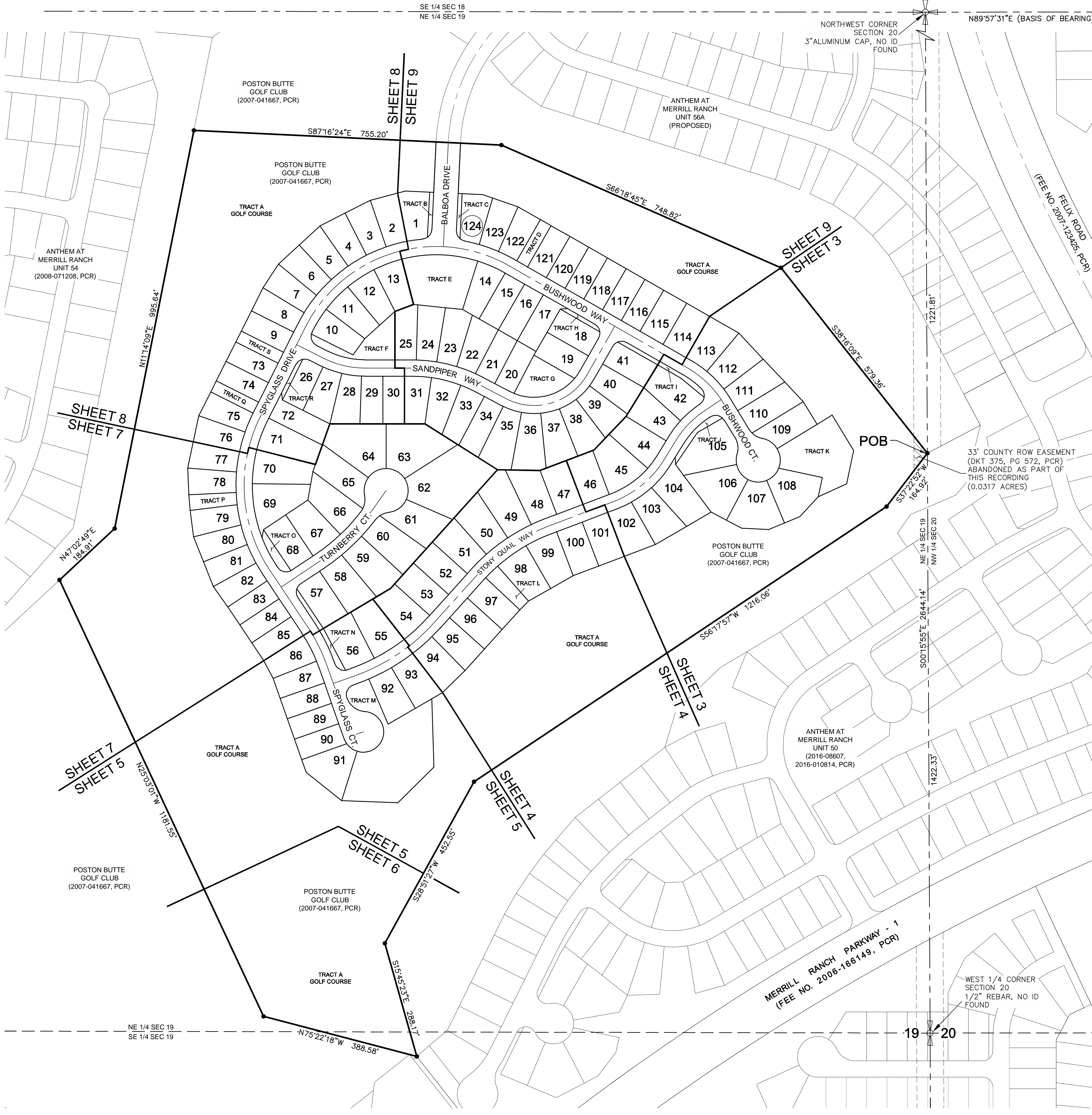
REVISIONS:

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52

SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
INDEX MAP
SHEET 2 OF 10

path: R:\142-AMR\UNITS\UNIT-52-AMR\14-PLAT\CAD\Drawings\ 14 name: 142-AMR UNIT 52 PP LDD.dwg | plot date: July 18, 2017 | plotted by: scdavis



VERSION

MATCH SHEET 9

SCALE: 1" = 40'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____

Date: _____

Request of: _____

Witness my hand and official seal.

By: Virginia Ross Pinal County Recorder Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33" COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- 20' EMERGENCY ACCESS EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
42	9,977	0.2290
43	8,359	0.1919
44	8,603	0.1975
45	10,439	0.2396
46	7,935	0.1822
102	8,413	0.1931
103	9,085	0.2086
104	10,591	0.2431
105	13,126	0.3013
106	11,767	0.2701
107	11,351	0.2606
108	11,290	0.2592
109	8,344	0.1916
110	9,226	0.2118
111	8,877	0.2038
112	8,882	0.2039
113	8,469	0.1944

ABBREVIATIONS

- (AC) ACRE
- ALUMINUM CAP
- BRASS CAP
- BOOK
- BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LAND SURVEYORS REGISTRATION No.
- MEASURED
- MORE OR LESS
- NO IDENTIFICATION, (NO LS No.)
- INDICATES LINE IS NOT
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- TOWNSHIP LINE No. SOUTH
- TOWN OF FLORENCE
- UNOBSTRUCTED VIEW TRIANGLE
- VEHICULAR NON-ACCESS EASEMENT
- WATERLINE EASEMENT
- WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: JULY 18, 2017

DESIGNED BY: BDG

DRAWN BY: JWS

REVIEWED BY: SWS

PROJECT: ANTHEM AT MERRILL RANCH UNIT 52

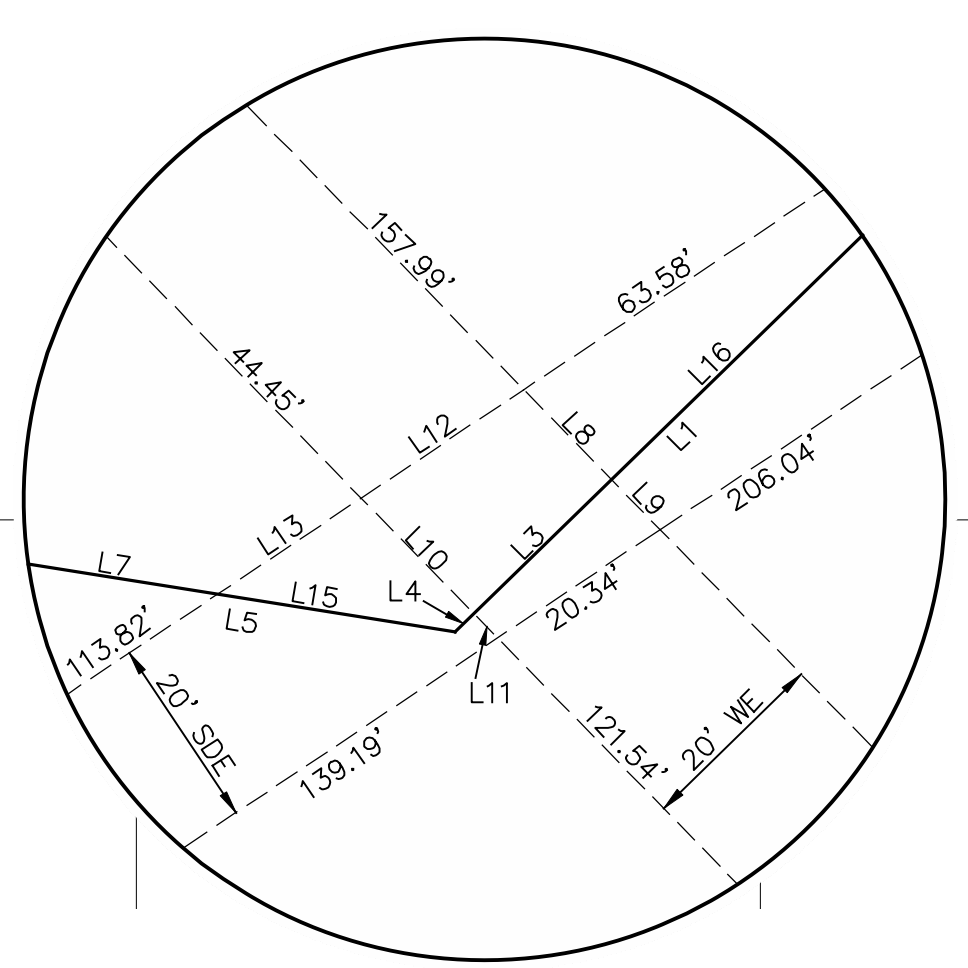
ISSUE: FINAL PLAT

CURVE TABLE

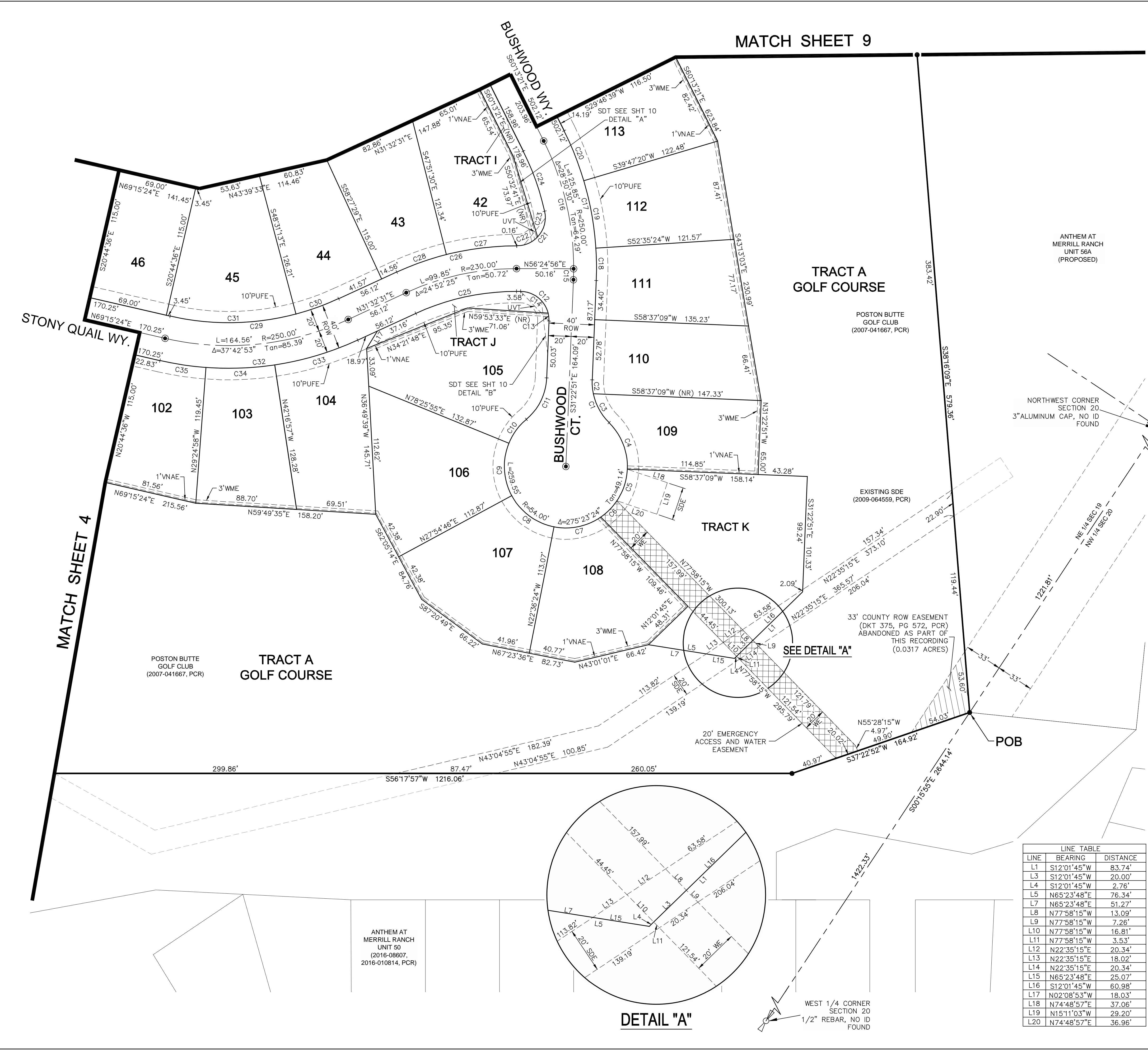
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	41.62'	50.00'	47°41'42"	22.10'
C2	12.35'	50.00'	14°09'04"	6.21'
C3	29.27'	50.00'	33°32'38"	15.07'
C4	45.26'	54.00'	48°01'21"	24.05'
C5	29.57'	54.00'	31°22'13"	15.16'
C6	20.12'	54.00'	21°20'51"	10.18'
C7	43.10'	54.00'	45°43'45"	22.77'
C8	47.61'	54.00'	50°31'10"	25.48'
C9	47.61'	54.00'	50°31'10"	25.48'
C10	26.28'	54.00'	27°52'56"	13.40'
C11	41.62'	50.00'	47°41'42"	22.10'
C12	40.23'	25.00'	92°12'13"	25.98'
C13	7.02'	25.00'	16°05'03"	3.53'
C14	33.21'	25.00'	76°07'11"	19.57'
C15	9.62'	250.00'	2°12'13"	4.81'
C16	116.23'	250.00'	26°38'17"	59.18'
C17	135.91'	270.00'	28°50'30"	69.43'
C18	28.41'	270.00'	6°01'45"	14.22'
C19	60.32'	270.00'	12°48'04"	30.29'
C20	47.18'	270.00'	10°00'41"	23.65'
C21	44.80'	25.00'	102°40'49"	31.25'
C22	20.42'	25.00'	46°48'13"	10.82'
C23	24.38'	25.00'	55°52'36"	13.26'
C24	56.03'	230.00'	13°57'27"	28.15'
C25	91.17'	210.00'	24°52'25"	46.31'
C26	108.53'	250.00'	24°52'25"	55.13'
C27	62.28'	250.00'	14°16'26"	31.30'
C28	46.25'	250.00'	10°35'59"	23.19'
C29	151.40'	230.00'	37°42'53"	78.56'
C30	39.89'	230.00'	9°56'16"	20.00'
C31	111.50'	230.00'	27°46'37"	56.87'
C32	177.73'	270.00'	37°42'53"	92.22'
C33	76.23'	270.00'	16°10'32"	36.37'
C34	60.63'	270.00'	12°51'59"	30.44'
C35	40.87'	270.00'	8°40'22"	20.47'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S12°01'45"W	83.74'
L3	S12°01'45"W	20.00'
L4	S12°01'45"W	2.76'
L5	N65°23'48"E	76.34'
L7	N65°23'48"E	51.27'
L8	N77°58'15"W	13.09'
L9	N77°58'15"W	7.26'
L10	N77°58'15"W	16.81'
L11	N77°58'15"W	3.53'
L12	N22°35'15"E	20.34'
L13	N22°35'15"E	18.02'
L14	N22°35'15"E	20.34'
L15	N65°23'48"E	25.07'
L16	S12°01'45"W	60.98'
L17	N02°08'53"W	18.03'
L18	N74°48'57"E	37.06'
L19	N15°11'03"W	29.20'
L20	N74°48'57"E	36.96'



WEST 1/4 CORNER SECTION 20 1/2" REBAR, NO ID FOUND



PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT UNIT 52

SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

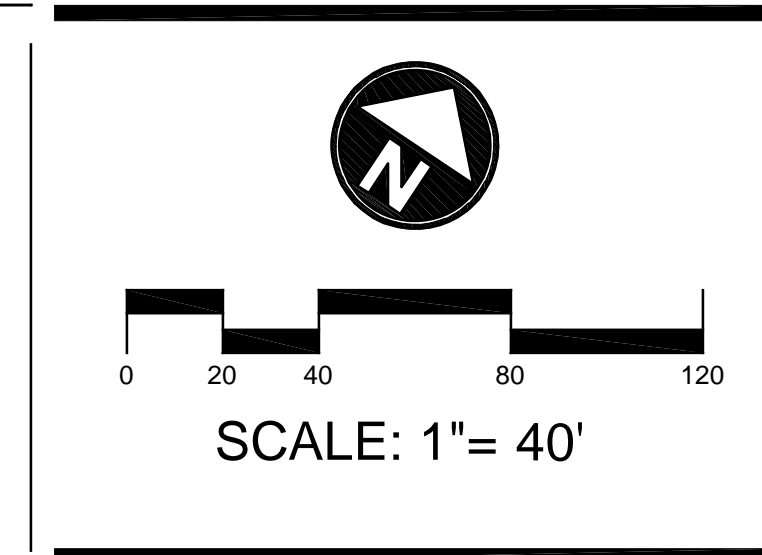
UNIT 52

LAYOUT SHEET

SHEET 3 OF 10

path: R:\42-AMR\UNIT52-AMR\4-PLAT\Gd Drawing\ 42-AMR UNIT 52 FP L10.dwg | plot date: July 18, 2017 | plotted by: sswdms

VERSION



RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

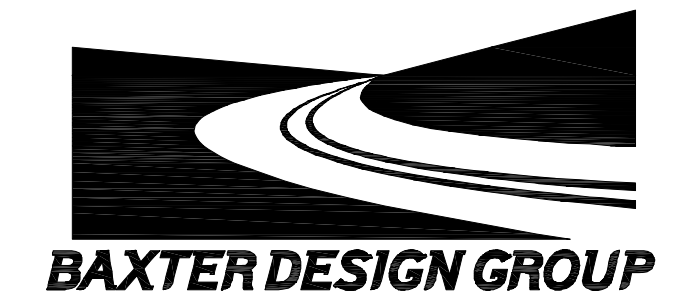
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

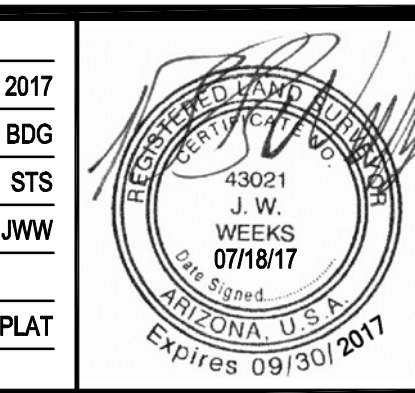
- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- 20' EMERGENCY ACCESS EASEMENT

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONARY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS##### LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R # E RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SDE STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UVT UNOBSERVED VIEW TRIANGLE
- VEH VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE: JULY 18, 2017
 DESIGNED BY: BDG
 DRAWN BY: STS
 REVIEWED BY: JWW
 PROJECT: _____
 ISSUE: FINAL PLAT



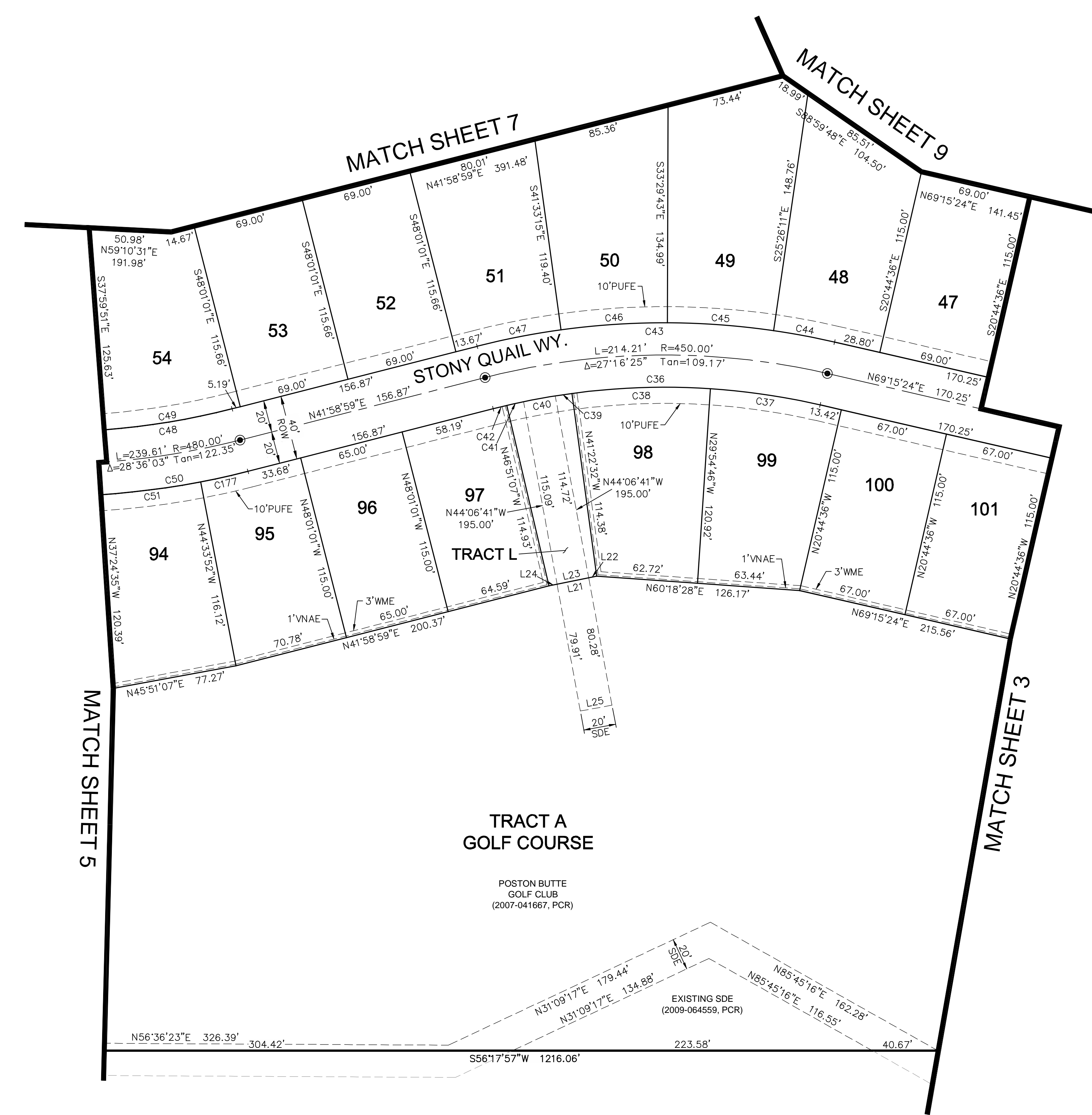
REVISIONS:

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52

SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
LAYOUT SHEET
SHEET 4 OF 10

path: R:\42-AMR\UNIT52-AMR\4-PLAT\CD Drawing\ file name: 742 AMR UNIT 52 FP LDO.dwg | plot date: July 18, 2017 | plotted by: scardes



LOT NO.	SQ. FT.	ACRES
47	7,935	0.1822
48	9,529	0.2188
49	11,231	0.2578
50	9,459	0.2172
51	8,550	0.1963
52	7,980	0.1832
53	7,980	0.1832
54	9,015	0.2069
94	8,194	0.1881
95	7,750	0.1779
96	7,475	0.1716
97	7,562	0.1736
98	8,803	0.2021
99	8,647	0.1985
100	7,705	0.1769
101	7,705	0.1769

LINE	BEARING	DISTANCE
L21	N44°50'11"E	30.13'
L22	N44°50'11"E	5.07'
L23	N44°50'11"E	20.00'
L24	N44°50'11"E	5.07'
L25	N45°53'19"E	20.00'

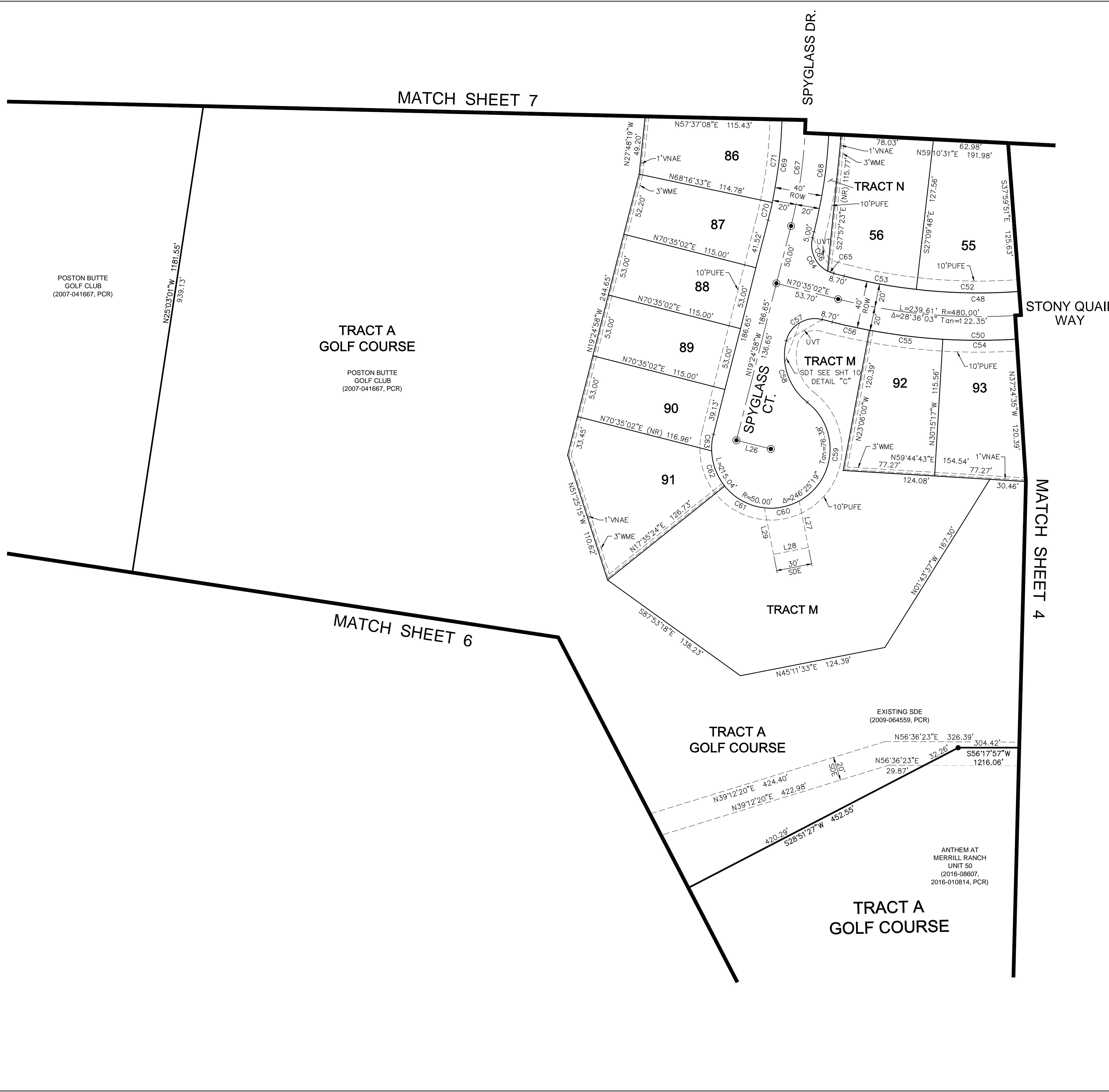
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C36	204.69'	430.00'	27°16'25"	104.32'
C37	68.82'	430.00'	9°10'11"	34.48'
C38	86.03'	430.00'	11°27'46"	43.16'
C39	10.53'	430.00'	1°24'12"	5.27'
C40	20.00'	430.00'	2°39'55"	10.00'
C41	10.57'	430.00'	1°24'29"	5.28'
C42	8.74'	430.00'	1°09'53"	4.37'
C43	223.73'	470.00'	27°16'25"	114.02'
C44	38.50'	470.00'	4°41'35"	19.26'
C45	66.11'	470.00'	8°03'32"	33.11'
C46	66.11'	470.00'	8°03'32"	33.11'
C47	53.01'	470.00'	6°27'46"	26.53'
C48	229.62'	460.00'	28°36'03"	117.26'
C49	80.44'	460.00'	10°01'09"	40.32'
C50	249.59'	500.00'	28°36'03"	127.45'
C51	62.44'	500.00'	7°09'17"	31.26'
C177	30.13'	500.00'	3°27'09"	15.07'

TRACT A GOLF COURSE
 POSTON BUTTE GOLF CLUB
 (2007-041667, PCR)

EXISTING SDE
 (2009-064559, PCR)

ANTHEM AT MERRILL RANCH
 UNIT 50
 (2016-08607, 2016-010814, PCR)

VERSION



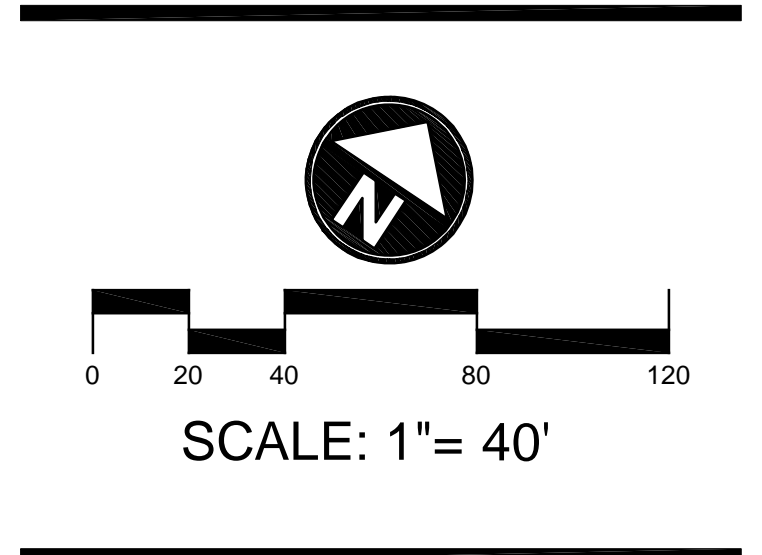
POSTON BUTTE GOLF CLUB (2007-041667, PCR)

TRACT A GOLF COURSE
POSTON BUTTE GOLF CLUB (2007-041667, PCR)

TRACT M
SDT SEE SHT 10 DETAIL "C"

TRACT A GOLF COURSE
EXISTING SDE (2009-064559, PCR)

TRACT A GOLF COURSE
ANTHEM AT MERRILL RANCH UNIT 50 (2016-08607, 2016-010814, PCR)



RECORDER
STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
Date: _____
Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- 20' EMERGENCY ACCESS EASEMENT

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BK BOOK
- (BOS) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS##### LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R # E RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SDE STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
55	9,559	0.2194
56	9,474	0.2175
86	6,941	0.1593
87	6,268	0.1439
88	6,095	0.1399
89	6,095	0.1399
90	6,104	0.1401
91	10,270	0.2358
92	8,173	0.1876
93	8,173	0.1876

LINE TABLE

LINE	BEARING	DISTANCE
L26	N70°35'02"E	30.00'
L27	S44°48'27"E	40.00'
L28	S45°11'33"W	30.00'
L29	N44°48'27"W	40.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C48	229.62'	460.00'	28°36'03"	117.26'
C50	249.59'	500.00'	28°36'03"	127.45'
C52	86.98'	460.00'	10°50'04"	43.62'
C53	62.20'	460.00'	7°44'50"	31.15'
C54	62.44'	500.00'	7°09'17"	31.26'
C55	62.44'	500.00'	7°09'17"	31.26'
C56	32.15'	500.00'	3°41'02"	16.08'
C57	39.27'	25.00'	90°00'00"	25.00'
C58	57.96'	50.00'	66°25'19"	32.73'
C59	99.11'	50.00'	113°34'21"	76.37'
C60	30.47'	50.00'	34°54'55"	15.72'
C61	39.22'	50.00'	44°56'24"	20.68'
C62	32.19'	50.00'	36°53'32"	16.68'
C63	14.05'	50.00'	16°06'06"	7.07'
C64	39.27'	25.00'	90°00'00"	25.00'
C65	5.83'	25.00'	13°21'19"	2.93'
C66	33.44'	25.00'	76°38'41"	19.76'
C67	99.67'	400.00'	14°16'38"	50.10'
C68	104.66'	420.00'	14°16'38"	52.60'
C69	94.69'	380.00'	14°16'38"	47.59'
C70	15.31'	380.00'	2°18'30"	7.66'
C71	70.68'	380.00'	10°39'25"	35.44'



DATE: JULY 18, 2017
DESIGNED BY: BDG
DRAWN BY: STS
REVIEWED BY: JWW
PROJECT: _____
ISSUE: FINAL PLAT

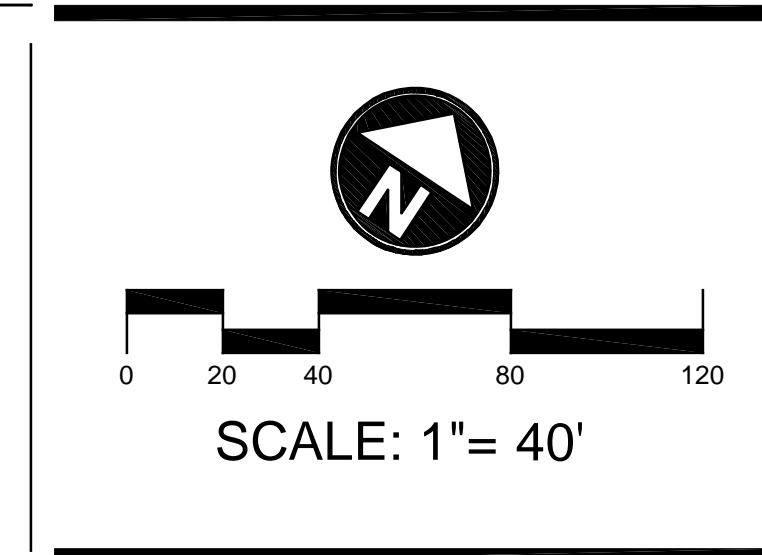
REVISIONS:

NO.	DATE	DESCRIPTION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52
SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
LAYOUT SHEET
SHEET 5 OF 10

VERSION



RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

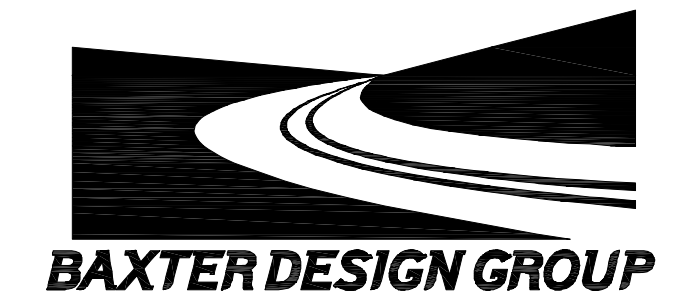
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

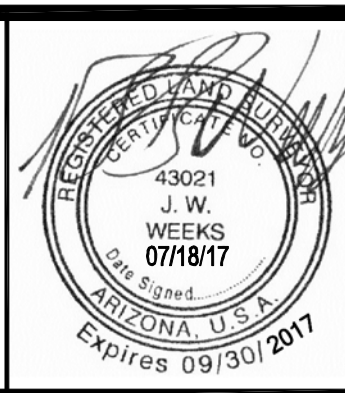
- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
- 20' EMERGENCY ACCESS EASEMENT

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
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- BK BOOK
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- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
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- LS##### LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
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- NO ID NO IDENTIFICATION, (NO LS No.)
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- (R) RECORD
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- ROW RIGHT OF WAY
- SEC # SECTION No.
- SDE STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOF TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- WNAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE:	JULY 18, 2017
DESIGNED BY:	BDG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT



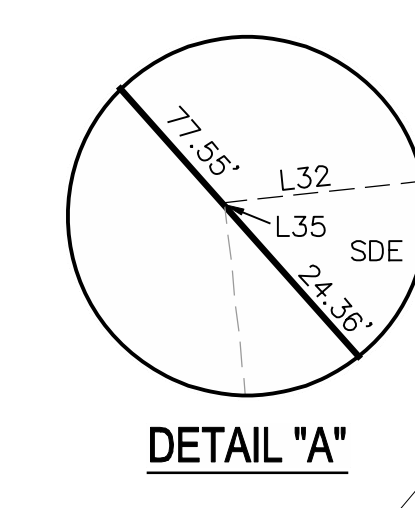
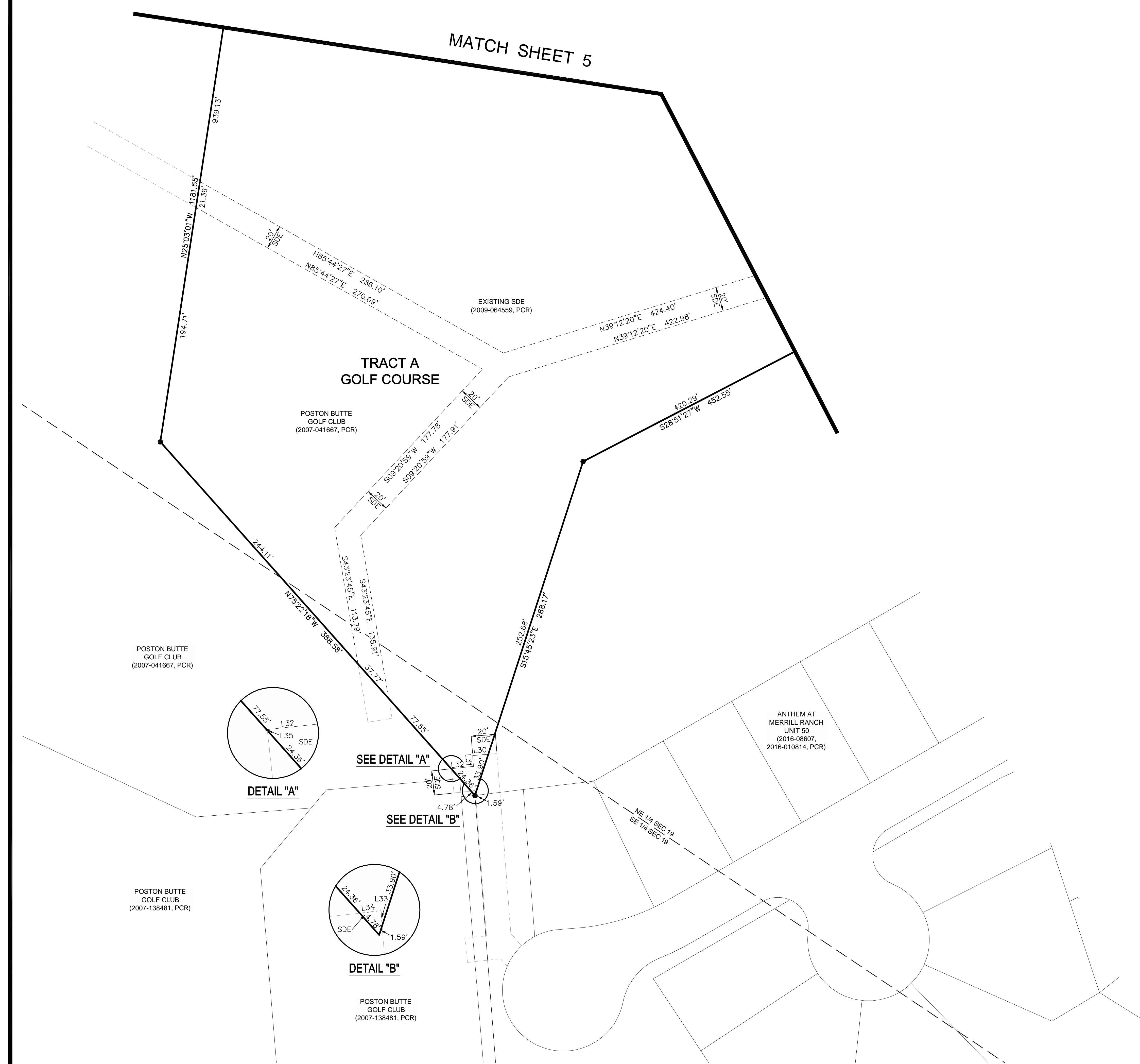
REVISIONS:

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52

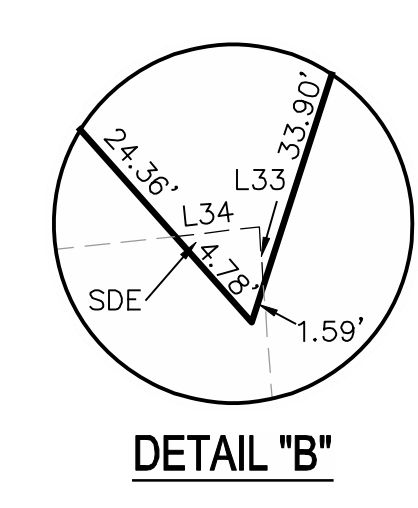
SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
LAYOUT SHEET
SHEET 6 OF 10

path: R:\42-AMR\UNITS\UNIT-52-AMR\4-PLAT\Gd Drawing\ 42-AMR UNIT 52 FP L10.dwg | plot date: July 18, 2017 | plotted by: scdendes

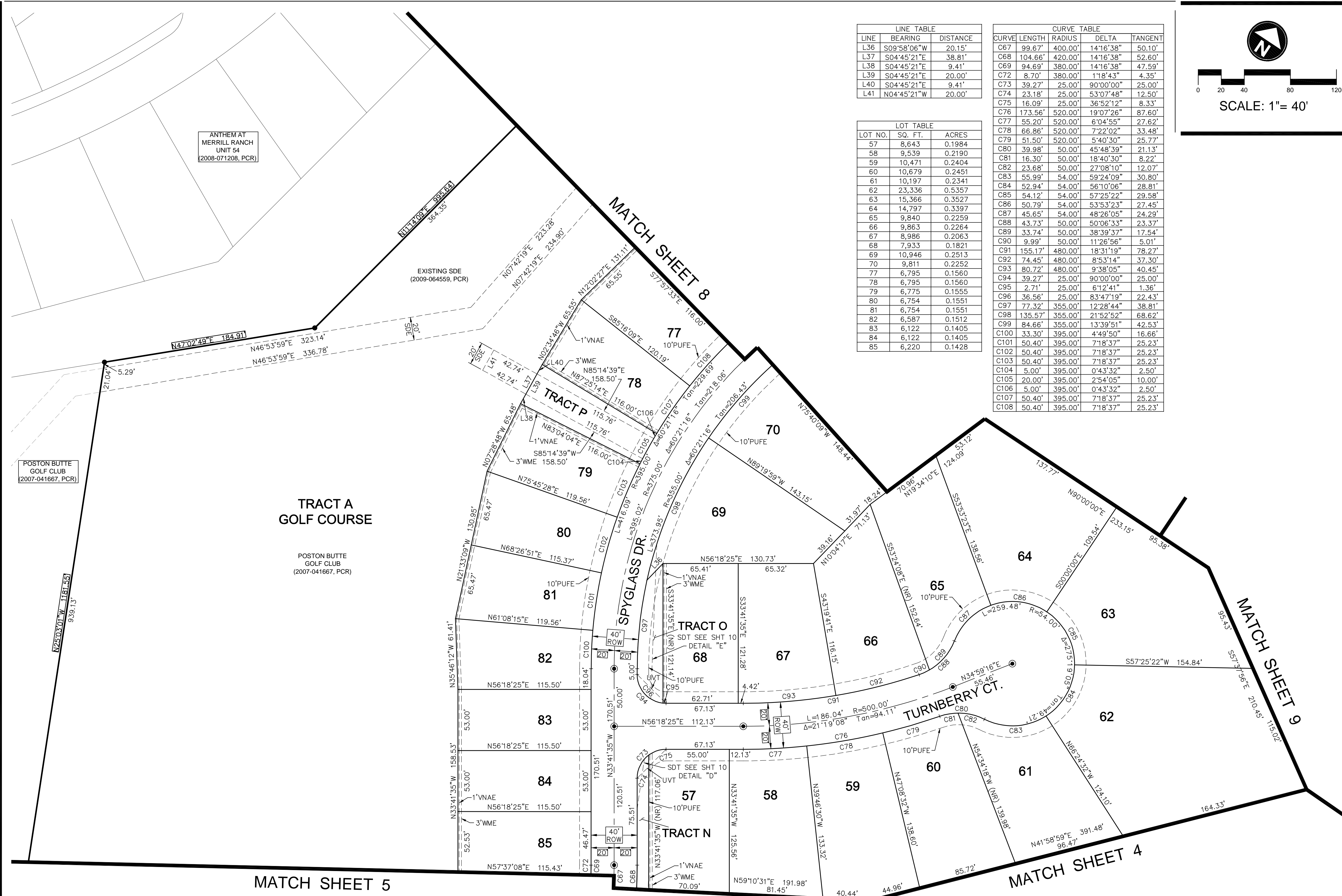


DETAIL "A"



DETAIL "B"

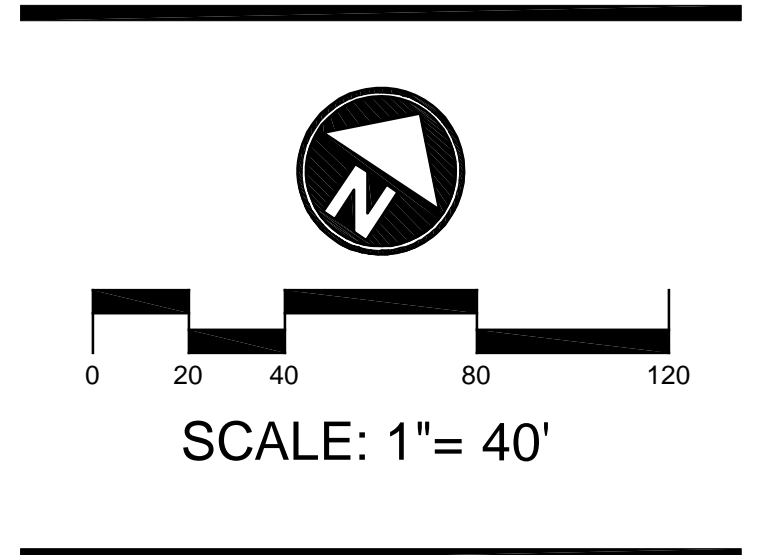
LINE	BEARING	DISTANCE
L30	N51°53'37"E	12.89'
L31	N38°06'23"W	8.90'
L32	N50°05'45"E	18.27'
L33	S38°06'23"E	2.44'
L34	N50°05'45"E	3.50'
L35	N39°54'15"W	0.16'



LINE	BEARING	DISTANCE
L36	S09°58'06"W	20.15'
L37	S04°45'21"E	38.81'
L38	S04°45'21"E	9.41'
L39	S04°45'21"E	20.00'
L40	S04°45'21"E	9.41'
L41	N04°45'21"W	20.00'

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C67	99.67'	400.00'	14°16'38"	50.10'
C68	104.66'	420.00'	14°16'38"	52.60'
C69	94.69'	380.00'	14°16'38"	47.59'
C72	8.70'	380.00'	1°18'43"	4.35'
C73	39.27'	25.00'	90°00'00"	25.00'
C74	23.18'	25.00'	53°07'48"	12.50'
C75	16.09'	25.00'	36°52'12"	8.33'
C76	173.56'	520.00'	19°07'26"	87.60'
C77	55.20'	520.00'	6°04'55"	27.62'
C78	66.86'	520.00'	7°22'02"	33.48'
C79	51.50'	520.00'	5°40'30"	25.77'
C80	39.98'	50.00'	45°48'39"	21.13'
C81	16.30'	50.00'	18°40'30"	8.22'
C82	23.68'	50.00'	27°08'10"	12.07'
C83	55.99'	54.00'	59°24'09"	30.80'
C84	52.94'	54.00'	56°10'06"	28.81'
C85	54.12'	54.00'	57°25'22"	29.58'
C86	50.79'	54.00'	53°53'23"	27.45'
C87	45.65'	54.00'	48°26'05"	24.29'
C88	43.73'	50.00'	50°06'33"	23.37'
C89	33.74'	50.00'	38°39'37"	17.54'
C90	9.99'	50.00'	11°26'56"	5.01'
C91	155.17'	480.00'	18°31'19"	78.27'
C92	74.45'	480.00'	8°53'14"	37.30'
C93	80.72'	480.00'	9°38'05"	40.45'
C94	39.27'	25.00'	90°00'00"	25.00'
C95	2.71'	25.00'	6°12'41"	1.36'
C96	36.56'	25.00'	83°47'19"	22.43'
C97	77.32'	355.00'	12°28'44"	38.81'
C98	135.57'	355.00'	21°52'52"	68.62'
C99	84.66'	355.00'	13°39'51"	42.53'
C100	33.30'	395.00'	4°49'50"	16.66'
C101	50.40'	395.00'	7°18'37"	25.23'
C102	50.40'	395.00'	7°18'37"	25.23'
C103	50.40'	395.00'	7°18'37"	25.23'
C104	5.00'	395.00'	0°43'32"	2.50'
C105	20.00'	395.00'	2°54'05"	10.00'
C106	5.00'	395.00'	0°43'32"	2.50'
C107	50.40'	395.00'	7°18'37"	25.23'
C108	50.40'	395.00'	7°18'37"	25.23'

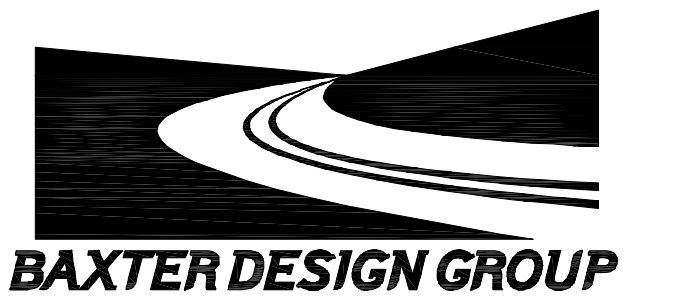
LOT NO.	SQ. FT.	ACRES
57	8,643	0.1984
58	9,539	0.2190
59	10,471	0.2404
60	10,679	0.2451
61	10,197	0.2341
62	23,336	0.5357
63	15,366	0.3527
64	14,797	0.3397
65	9,840	0.2259
66	9,863	0.2264
67	8,986	0.2063
68	7,933	0.1821
69	10,946	0.2513
70	9,811	0.2252
71	6,795	0.1560
72	6,795	0.1560
73	6,795	0.1560
74	6,795	0.1560
75	6,795	0.1560
76	6,795	0.1560
77	6,795	0.1560
78	6,795	0.1560
79	6,795	0.1560
80	6,754	0.1551
81	6,754	0.1551
82	6,587	0.1512
83	6,122	0.1405
84	6,122	0.1405
85	6,220	0.1428



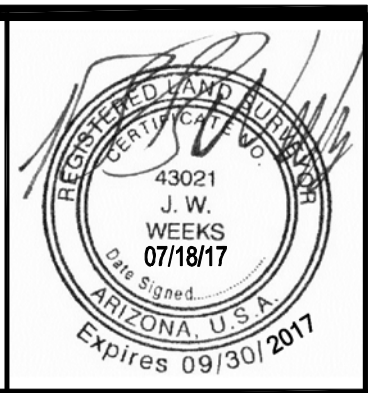
RECORDER
 STATE OF ARIZONA } SS
 COUNTY OF PINAL }
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
 - 20' EMERGENCY ACCESS EASEMENT

- ABBREVIATIONS**
- (AC) ACRE
 - ALU ALUMINUM CAP
 - BC BRASS CAP
 - BK BOOK
 - (BS) BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - DKT DOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS##### LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - MOL MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 - NTS NOT TO SCALE
 - PCR PINAL COUNTY RECORDER
 - PG PAGE
 - POB POINT OF BEGINNING
 - PUB PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - (R) RECORD
 - R # E RANGE LINE No. EAST
 - (RB) RADIAL BEARING
 - ROW RIGHT OF WAY
 - SEC # SECTION No.
 - SDE STORM DRAIN EASEMENT
 - SLD SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SDT SIGHT DISTANCE TRIANGLE
 - T # S TOWNSHIP LINE No. SOUTH
 - TOF TOWN OF FLORENCE
 - UVT UNOBSERVED VIEW TRIANGLE
 - VEH VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



DATE:	JULY 18, 2017
DESIGNED BY:	BDG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT

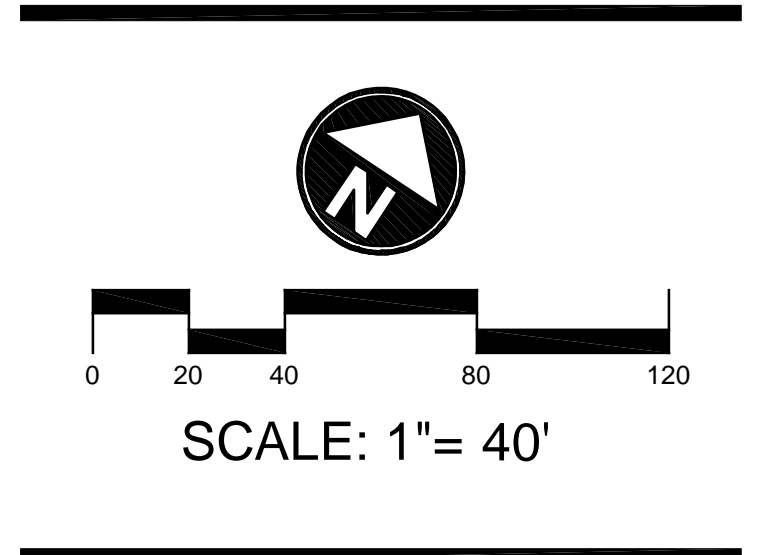


REVISIONS:

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52
 SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
LAYOUT SHEET
SHEET 7 OF 10

path: R:\142-ANR\UNIT52-AMR\4-PLAT\Gd Drawing\ 43021-42-AMR UNIT 52 PP LDO.dwg | plot date: July 18, 2017 | plotted by: scdavis



RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
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 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
 - 20' EMERGENCY ACCESS EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
2	7,282	0.1672
3	7,115	0.1633
4	7,115	0.1633
5	7,115	0.1633
6	7,115	0.1633
7	7,195	0.1652
8	6,820	0.1566
9	6,438	0.1478
10	7,088	0.1627
11	7,661	0.1759
12	7,560	0.1736
13	7,069	0.1623
26	6,346	0.1457
27	7,349	0.1687
28	7,344	0.1686
29	6,337	0.1455
30	6,184	0.1420
71	9,881	0.2268
72	7,952	0.1826
73	6,148	0.1411
74	6,224	0.1429
75	6,795	0.1560
76	6,795	0.1560

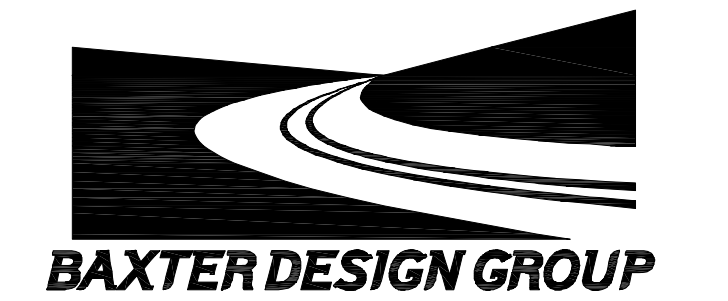
LINE TABLE

LINE	BEARING	DISTANCE
L42	S26°39'40"W	20.00'
L43	N26°39'40"E	20.00'
L44	N23°33'11"E	20.02'
L45	N23°33'11"E	20.02'
L46	S63°38'04"E	20.02'
L47	S63°38'04"E	20.02'
L48	S11°14'09"W	20.72'
L49	S26°39'40"W	20.00'
L50	N26°39'40"E	20.00'
L51	N26°39'40"E	20.00'
L52	S06°47'46"E	18.14'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C109	395.02'	375.00'	60°21'16"	218.06'
C110	373.95'	355.00'	60°21'16"	206.43'
C111	76.40'	355.00'	12°19'49"	38.35'
C112	416.09'	395.00'	60°21'16"	229.69'
C113	50.40'	395.00'	7°18'37"	25.23'
C114	50.40'	395.00'	7°18'37"	25.23'
C115	39.27'	25.00'	90°00'00"	25.00'
C116	23.18'	25.00'	53°07'48"	12.50'
C117	16.09'	25.00'	36°52'12"	8.33'
C118	114.00'	245.00'	26°39'40"	58.05'
C119	7.91'	245.00'	1°50'58"	3.95'
C120	48.88'	245.00'	11°25'55"	24.52'
C121	48.88'	245.00'	11°25'55"	24.52'
C122	8.33'	245.00'	1°56'52"	4.17'
C123	95.39'	205.00'	26°39'40"	48.58'
C124	39.27'	25.00'	90°00'00"	25.00'
C125	33.77'	25.00'	77°24'18"	20.03'
C126	5.50'	25.00'	12°35'42"	2.76'
C127	63.40'	340.00'	10°41'01"	31.79'
C128	76.63'	340.00'	12°54'51"	38.48'
C129	76.63'	340.00'	12°54'51"	38.48'
C130	73.56'	340.00'	12°23'47"	36.93'
C131	31.00'	380.00'	4°40'28"	15.51'
C132	52.73'	380.00'	7°57'01"	26.41'
C133	52.73'	380.00'	7°57'01"	26.41'
C134	52.73'	380.00'	7°57'01"	26.41'
C135	52.73'	380.00'	7°57'01"	26.41'
C136	52.73'	380.00'	7°57'01"	26.41'
C137	52.73'	380.00'	7°57'01"	26.41'

- ABBREVIATIONS**
- (AC) ACRE
 - AL ALUMINUM CAP
 - BC BRASS CAP
 - BK BOOK
 - (BOS) BASIS OF BEARING
 - CMU CONCRETE MASONARY UNIT
 - DKT DOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS##### LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
 - MOL MORE OR LESS
 - NO ID NO IDENTIFICATION, (NO LS No.)
 - (NR) INDICATES LINE IS NOT NOT TO SCALE
 - NTS NOT TO SCALE
 - PCR PINAL COUNTY RECORDER
 - PG PAGE
 - POB POINT OF BEGINNING
 - PUE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
 - (R) RECORD
 - R # E RANGE LINE No. EAST
 - (RB) RADIAL BEARING
 - ROW RIGHT OF WAY
 - SEC # SECTION No.
 - SDE STORM DRAIN EASEMENT
 - SLD SLIDE
 - SSE SANITARY SEWER EASEMENT
 - SOT SIGHT DISTANCE TRIANGLE
 - T # S TOWNSHIP LINE No. SOUTH
 - TOF TOWN OF FLORENCE
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WAE VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



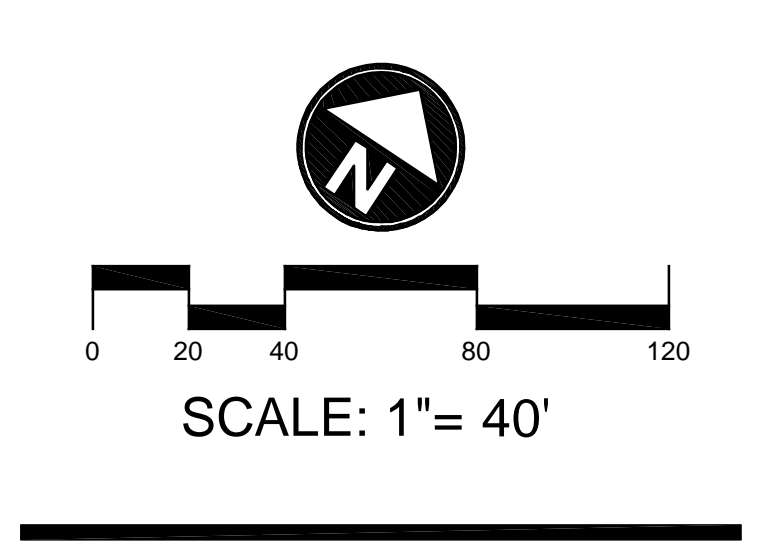
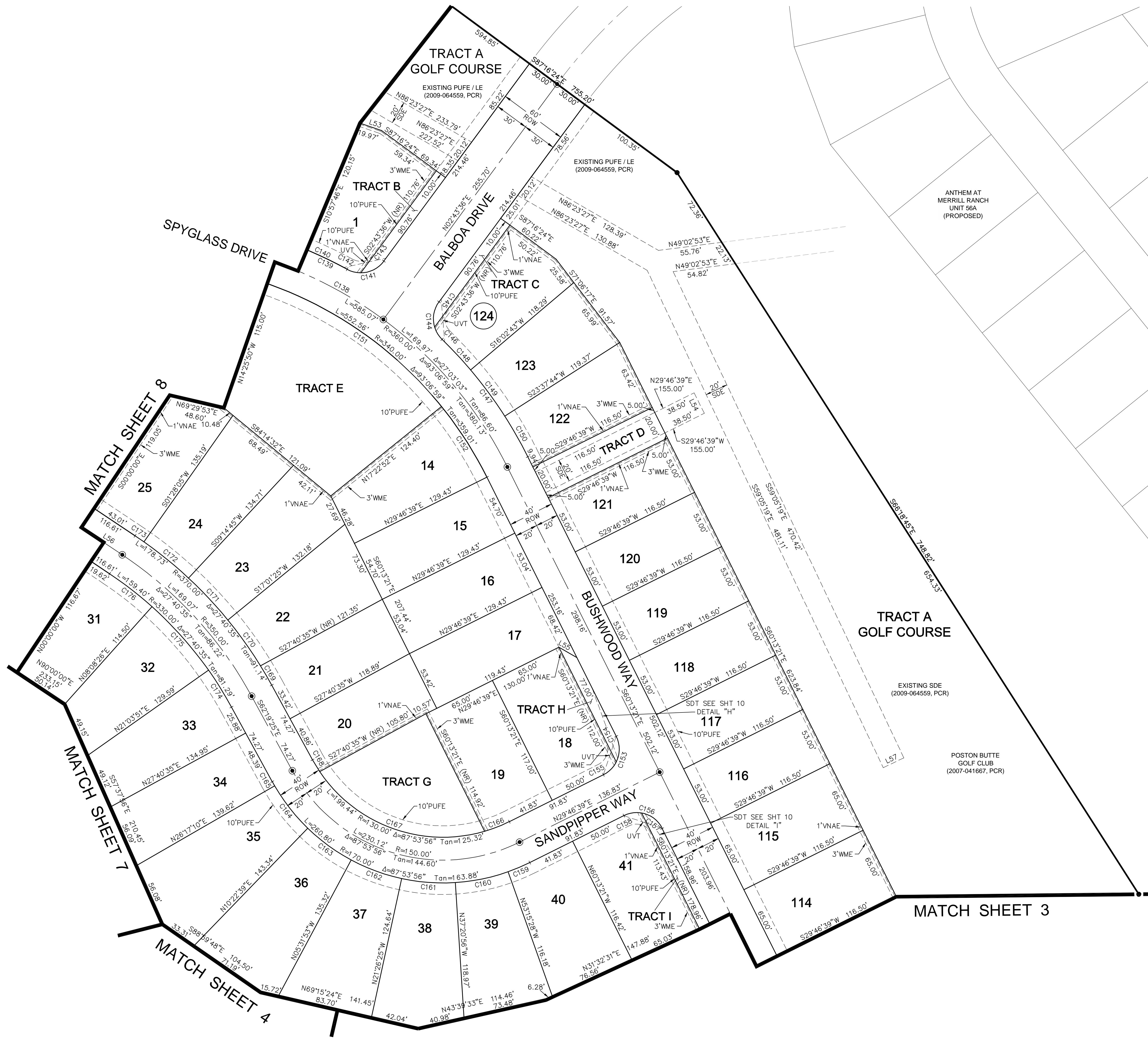
DATE: JULY 18, 2017
 DESIGNED BY: BDG
 DRAWN BY: STS
 REVIEWED BY: JWW
 PROJECT: _____
 ISSUE: FINAL PLAT

REVISIONS:

NO.	DATE	DESCRIPTION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52
 SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
LAYOUT SHEET
SHEET 8 OF 10



RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
 - 20' EMERGENCY ACCESS EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
1	7,648	0.1756
14	7,633	0.1752
15	7,080	0.1625
16	6,864	0.1576
17	6,990	0.1605
18	7,581	0.1740
19	7,589	0.1742
20	6,249	0.1435
21	6,356	0.1459
22	7,660	0.1758
23	8,095	0.1858
24	7,961	0.1828
25	6,987	0.1604
31	6,771	0.1554
32	7,452	0.1711
33	7,474	0.1716
34	7,436	0.1707
35	9,771	0.2243
36	9,307	0.2137
37	8,317	0.1909
38	8,029	0.1843
39	7,370	0.1692
40	8,033	0.1844
41	7,609	0.1747
114	7,573	0.1738
115	7,573	0.1738
116	6,175	0.1417
117	6,175	0.1417
118	6,175	0.1417
119	6,175	0.1417
120	6,175	0.1417
121	6,175	0.1417
122	6,688	0.1535
123	6,863	0.1576
124	7,256	0.1666

LINE TABLE

LINE	BEARING	DISTANCE
L53	N75°03'43"E	89.32'
L54	S60°13'21"E	20.00'
L55	N86°05'15"E	18.03'
L56	N90°00'00"E	116.61'
L57	N30°54'41"E	20.00'

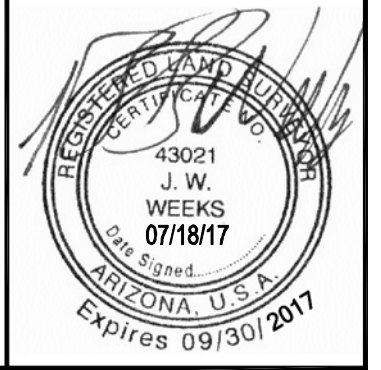
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C138	415.10'	360.00'	66°03'55"	234.08'
C139	386.40'	380.00'	58°15'37"	211.77'
C140	39.03'	380.00'	5°53'04"	19.53'
C141	35.86'	25.00'	82°11'42"	21.81'
C142	12.68'	25.00'	29°03'54"	6.48'
C143	23.18'	25.00'	53°07'48"	12.50'
C144	35.86'	25.00'	82°11'42"	21.81'
C145	23.18'	25.00'	53°07'48"	12.50'
C146	12.68'	25.00'	29°03'54"	6.48'
C147	127.64'	380.00'	19°14'45"	64.43'
C148	36.57'	380.00'	5°30'49"	18.30'
C149	50.30'	380.00'	7°35'01"	25.19'
C150	40.78'	380.00'	6°08'55"	20.41'
C151	188.77'	340.00'	31°48'41"	96.89'
C152	73.56'	340.00'	12°23'47"	36.93'
C153	39.27'	25.00'	90°00'00"	25.00'
C154	23.18'	25.00'	53°07'48"	12.50'
C155	16.09'	25.00'	36°52'12"	8.33'
C156	39.27'	25.00'	90°00'00"	25.00'
C157	23.18'	25.00'	53°07'48"	12.50'
C158	16.09'	25.00'	36°52'12"	8.33'
C159	20.66'	170.00'	6°57'53"	10.35'
C160	47.20'	170.00'	15°54'32"	23.75'
C161	47.20'	170.00'	15°54'32"	23.75'
C162	47.20'	170.00'	15°54'32"	23.75'
C163	47.20'	170.00'	15°54'32"	23.75'
C164	47.20'	170.00'	15°54'32"	23.75'
C165	4.13'	170.00'	1°23'25"	2.06'
C166	23.30'	130.00'	10°16'05"	11.68'
C167	163.98'	130.00'	72°16'18"	94.92'
C168	12.16'	130.00'	5°21'33"	6.08'
C169	19.59'	370.00'	3°02'03"	9.80'
C170	49.20'	370.00'	7°37'08"	24.64'
C171	50.23'	370.00'	7°46'40"	25.15'
C172	50.23'	370.00'	7°46'40"	25.15'
C173	9.48'	370.00'	1°28'05"	4.74'
C174	38.08'	330.00'	6°36'44"	19.06'
C175	74.44'	330.00'	12°55'26"	37.38'
C176	46.89'	330.00'	8°08'26"	23.48'

- ABBREVIATIONS**
- (AC) ACRE
 - ALU ALUMINUM CAP
 - BC BRASS CAP
 - BOOK BOOK
 - BASIS BASIS OF BEARING
 - CMU CONCRETE MASONRY UNIT
 - DKT DOCKET
 - FND FOUND MONUMENT
 - GLO GENERAL LAND OFFICE
 - LE LANDSCAPE EASEMENT
 - LS# LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
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 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - WNAE VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



DATE: JULY 18, 2017
DESIGNED BY: BDG
DRAWN BY: STS
REVIEWED BY: JWW
PROJECT: ANTHEM AT MERRILL RANCH UNIT 56A
ISSUE: FINAL PLAT

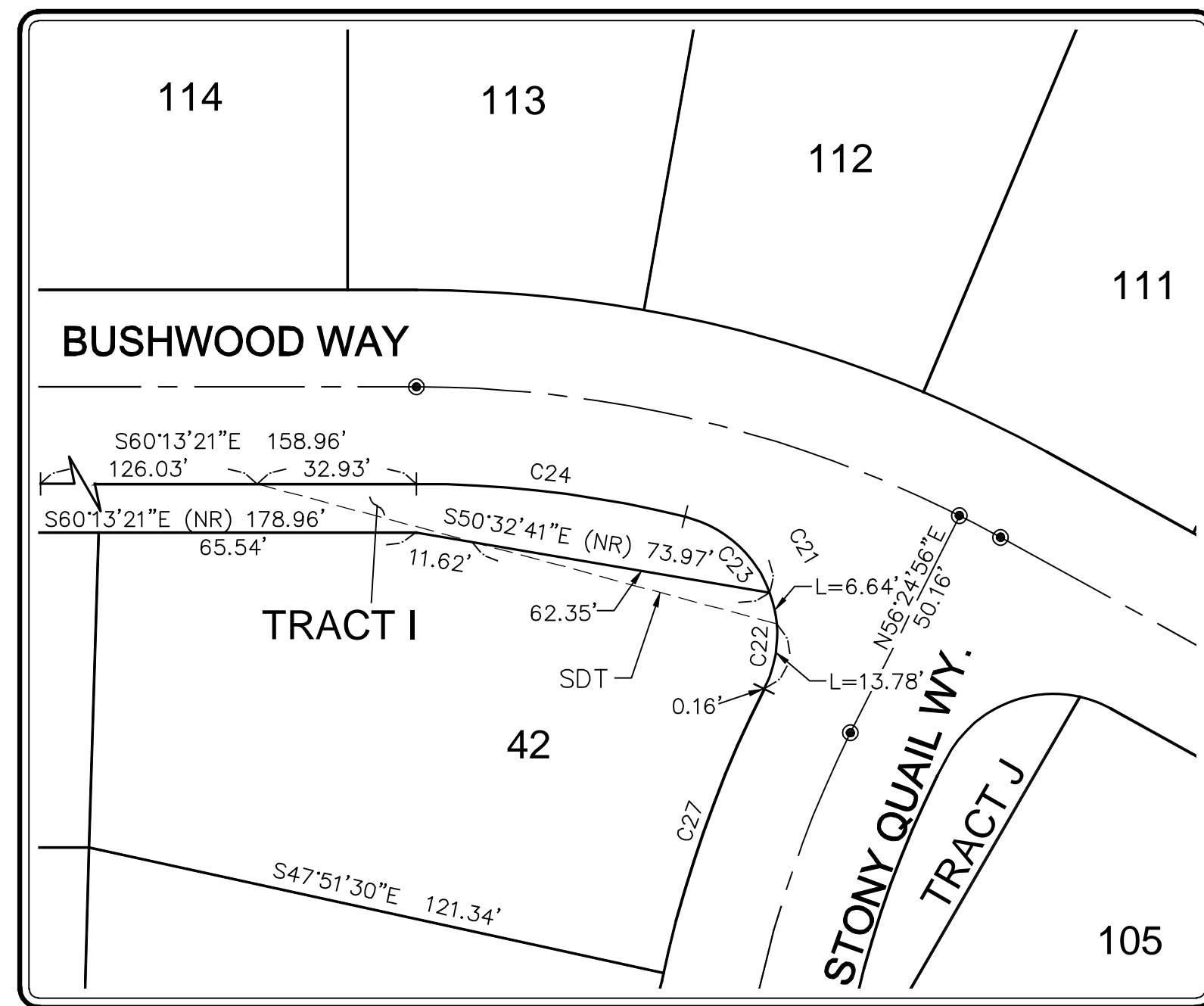


REVISIONS:

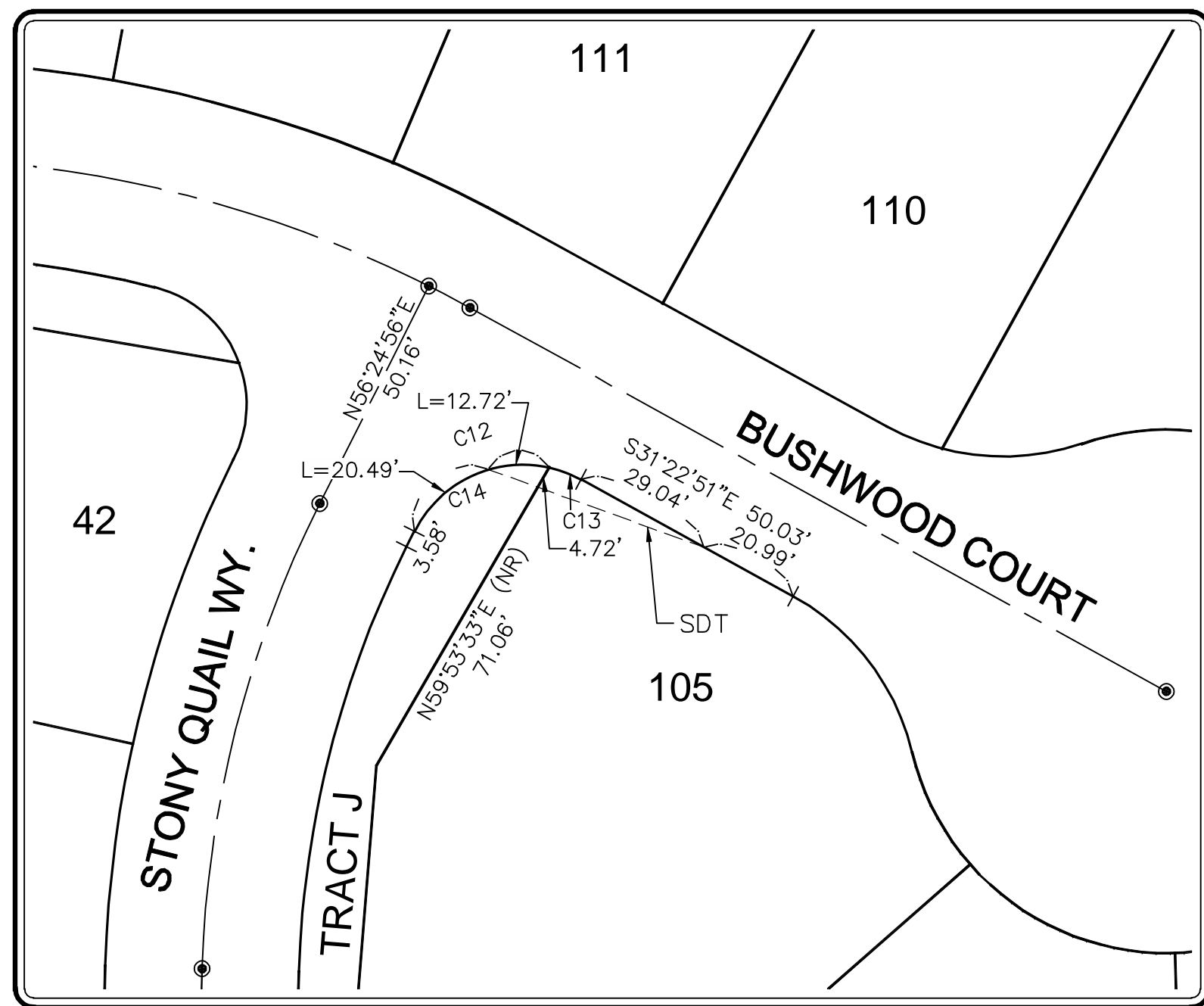
NO.	DESCRIPTION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52
 SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

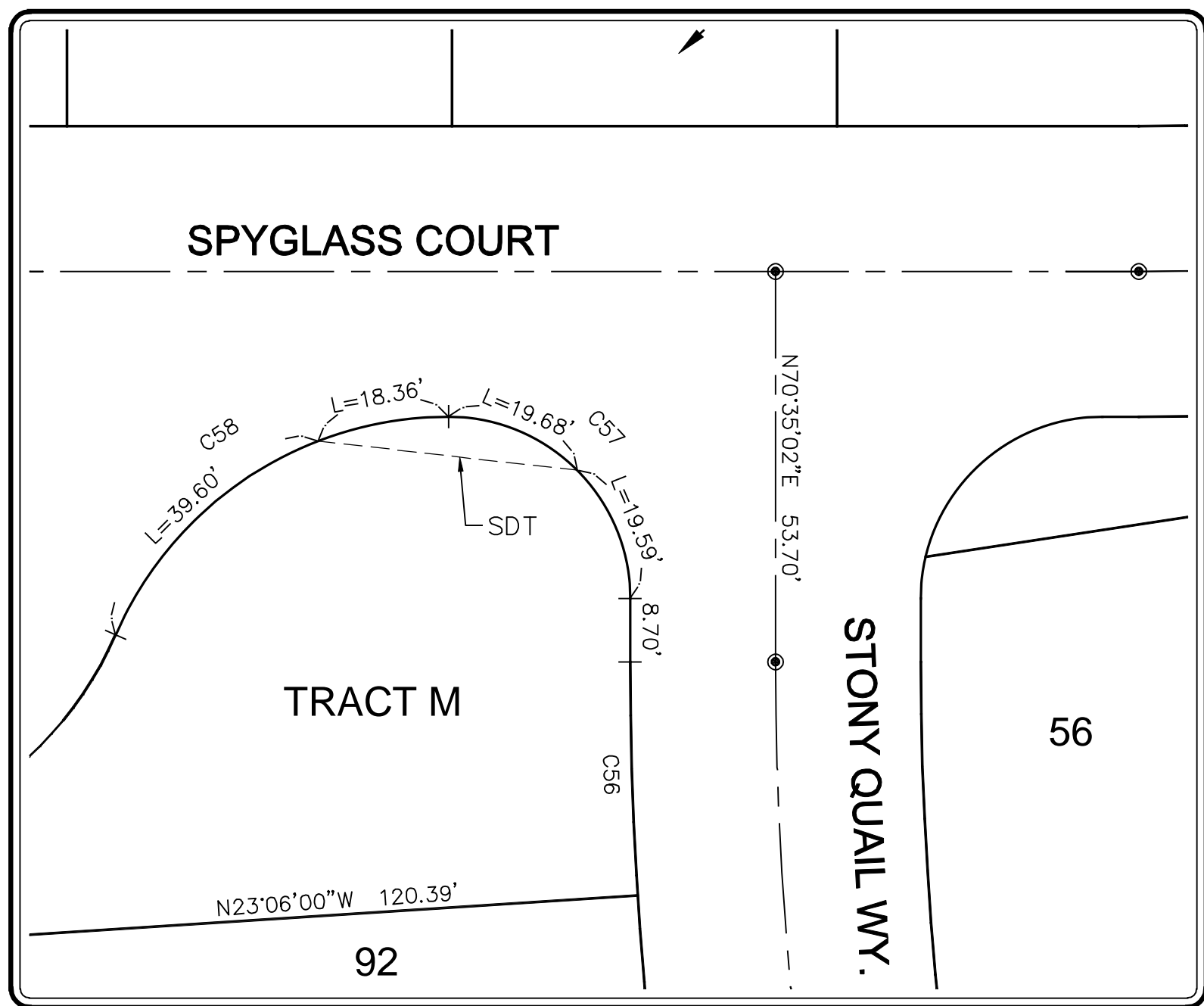
UNIT 52
LAYOUT SHEET
SHEET 9 OF 10



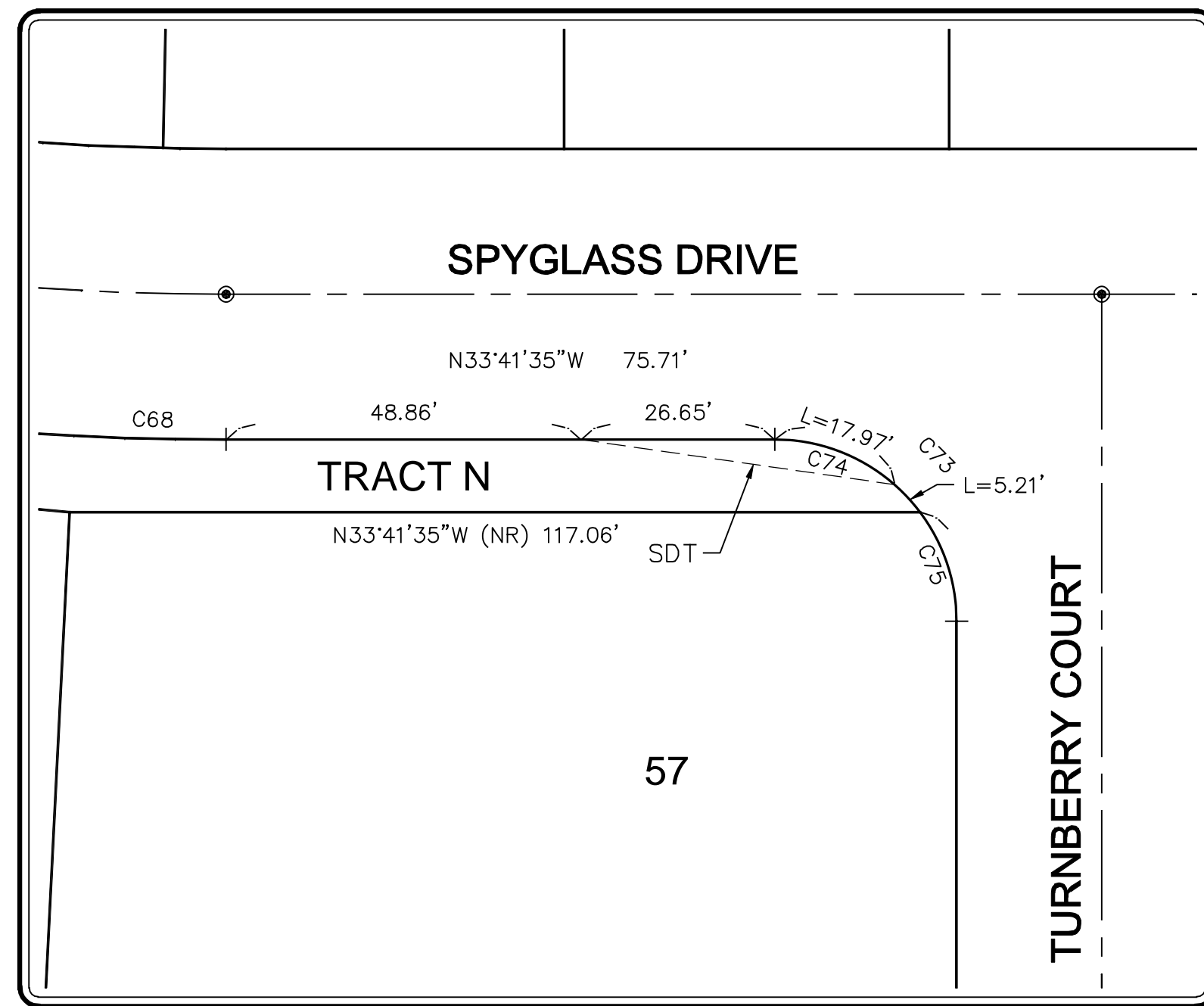
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SCALE: 1"=30'



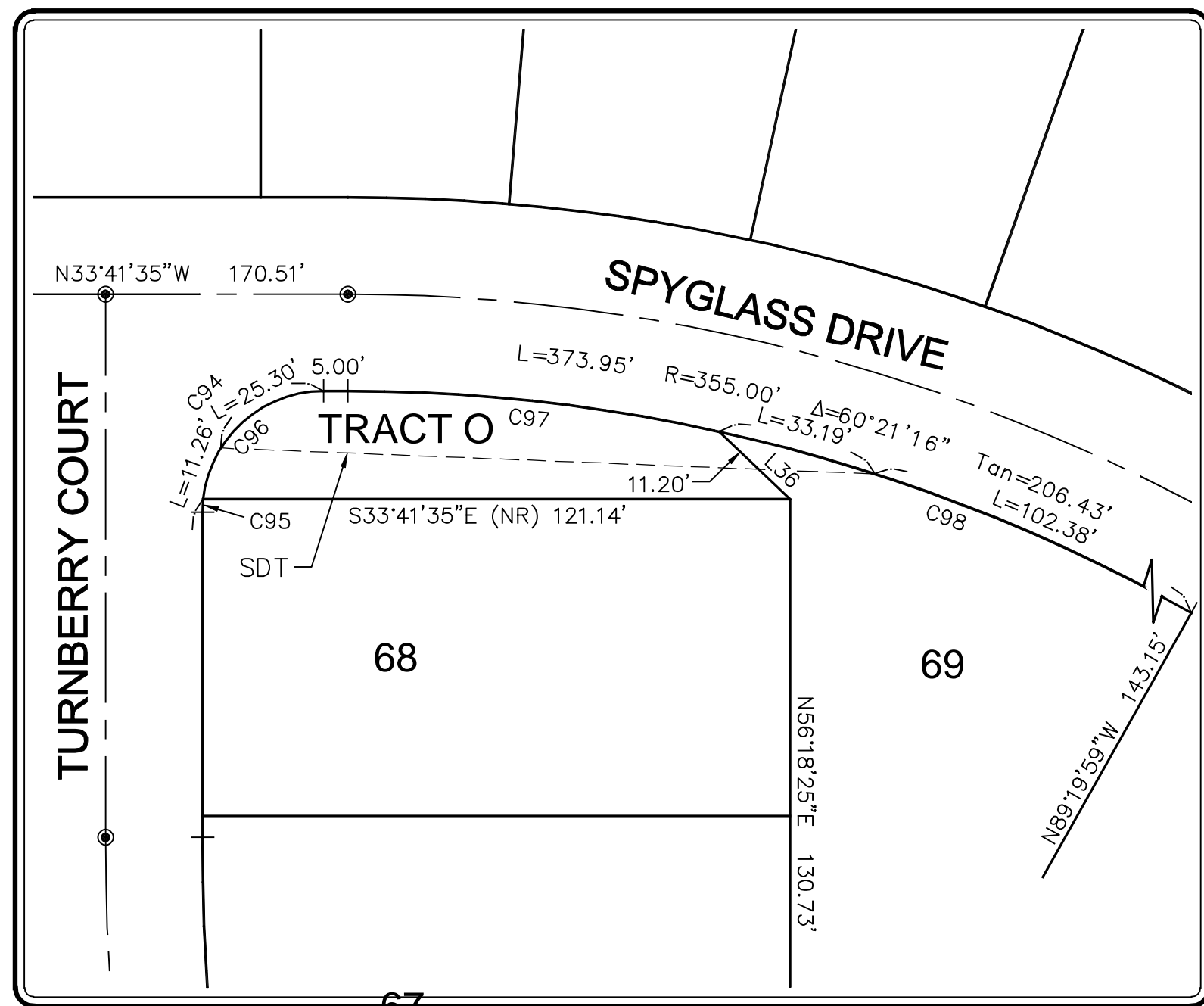
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SCALE: 1"=30'



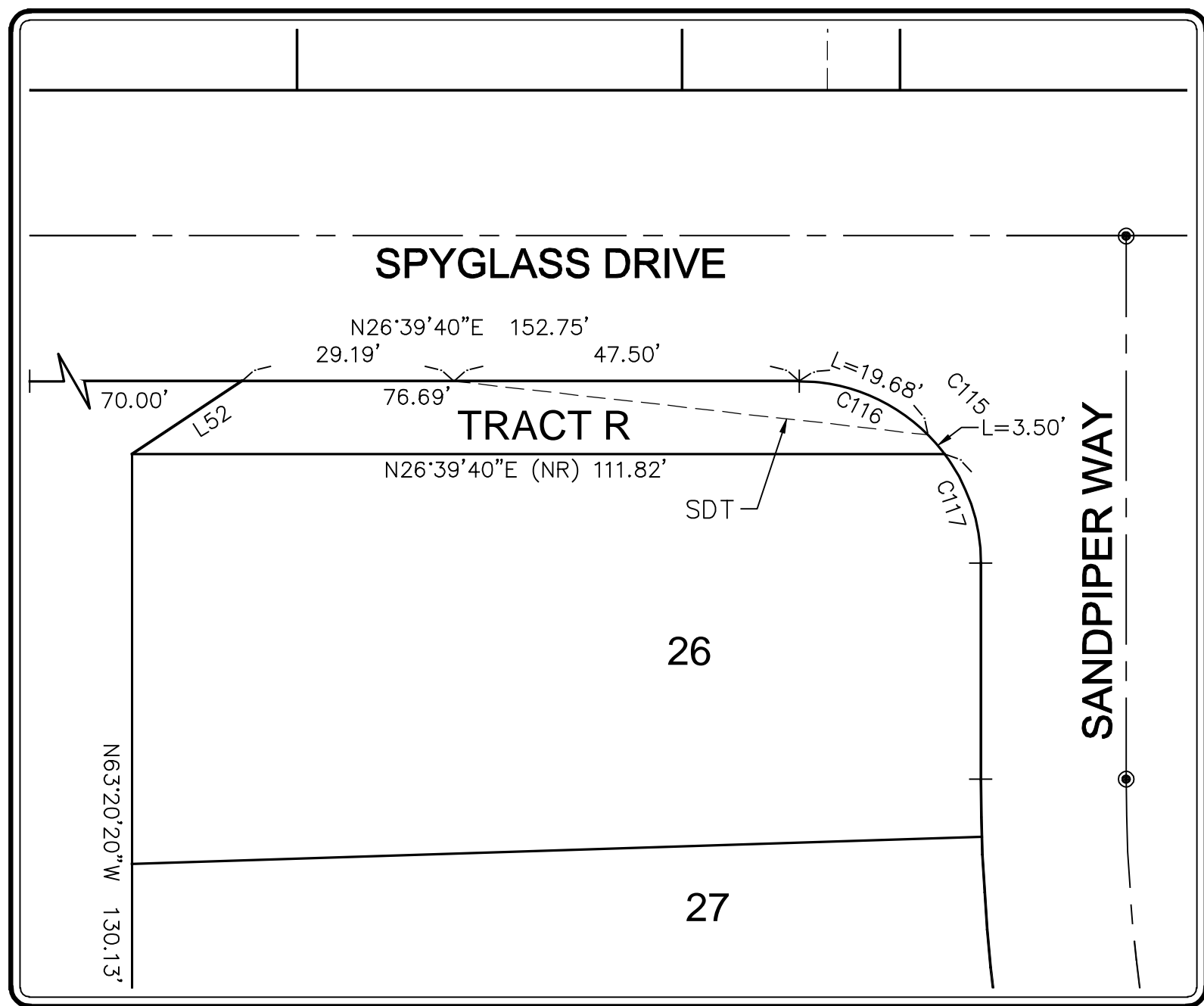
DETAIL "C"
SCALE: 1"=20'



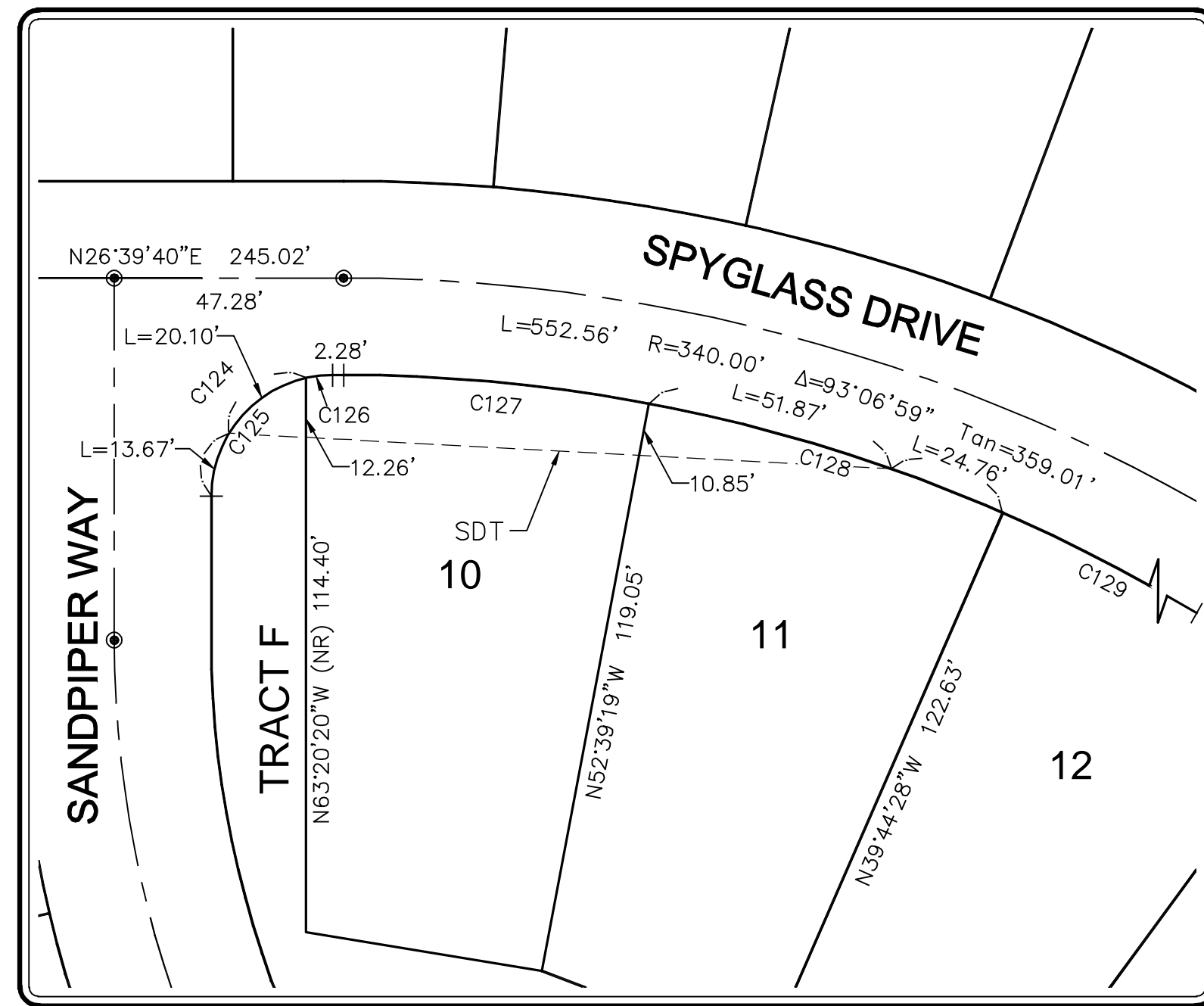
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SCALE: 1"=20'



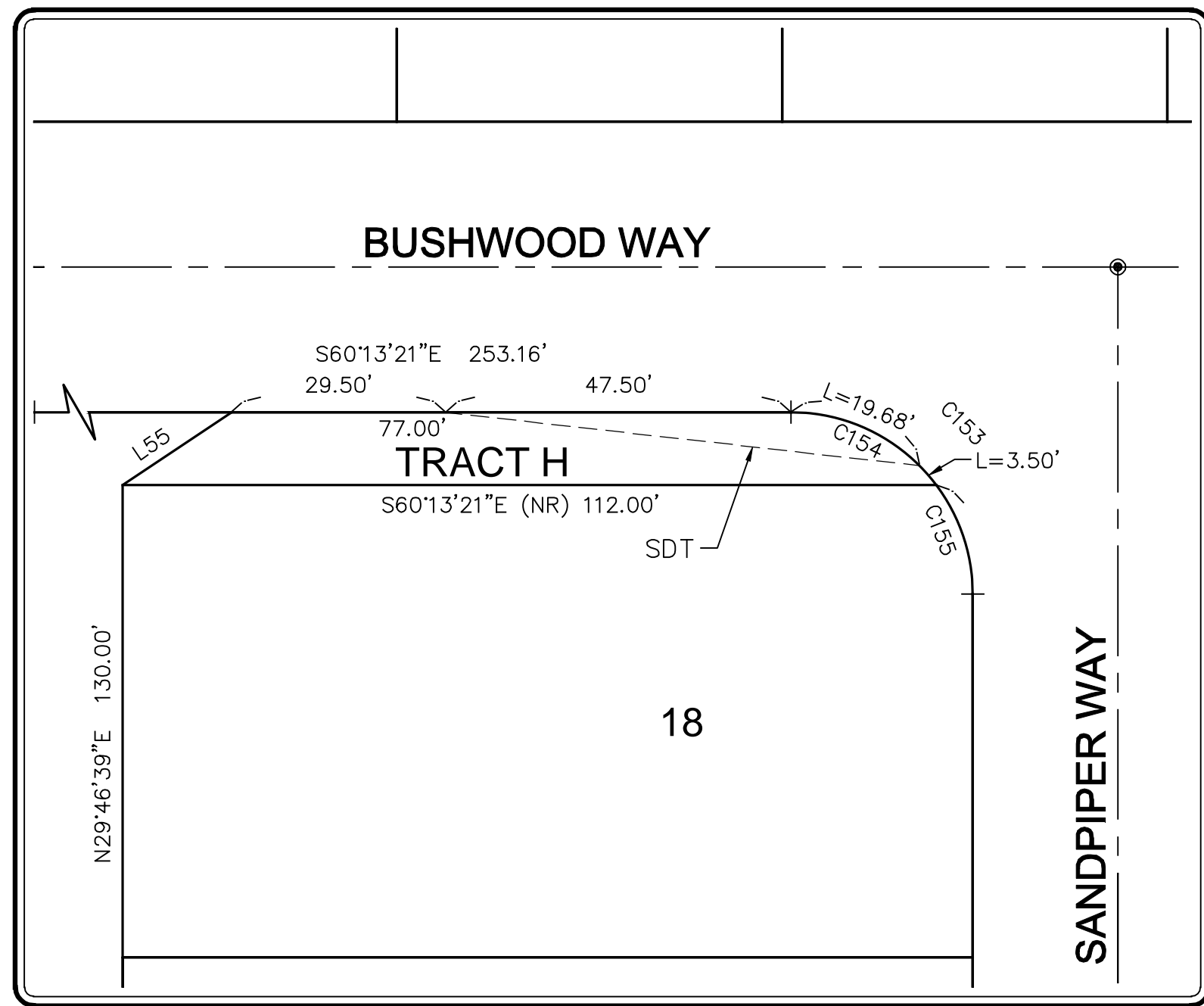
DETAIL "E"
SCALE: 1"=30'



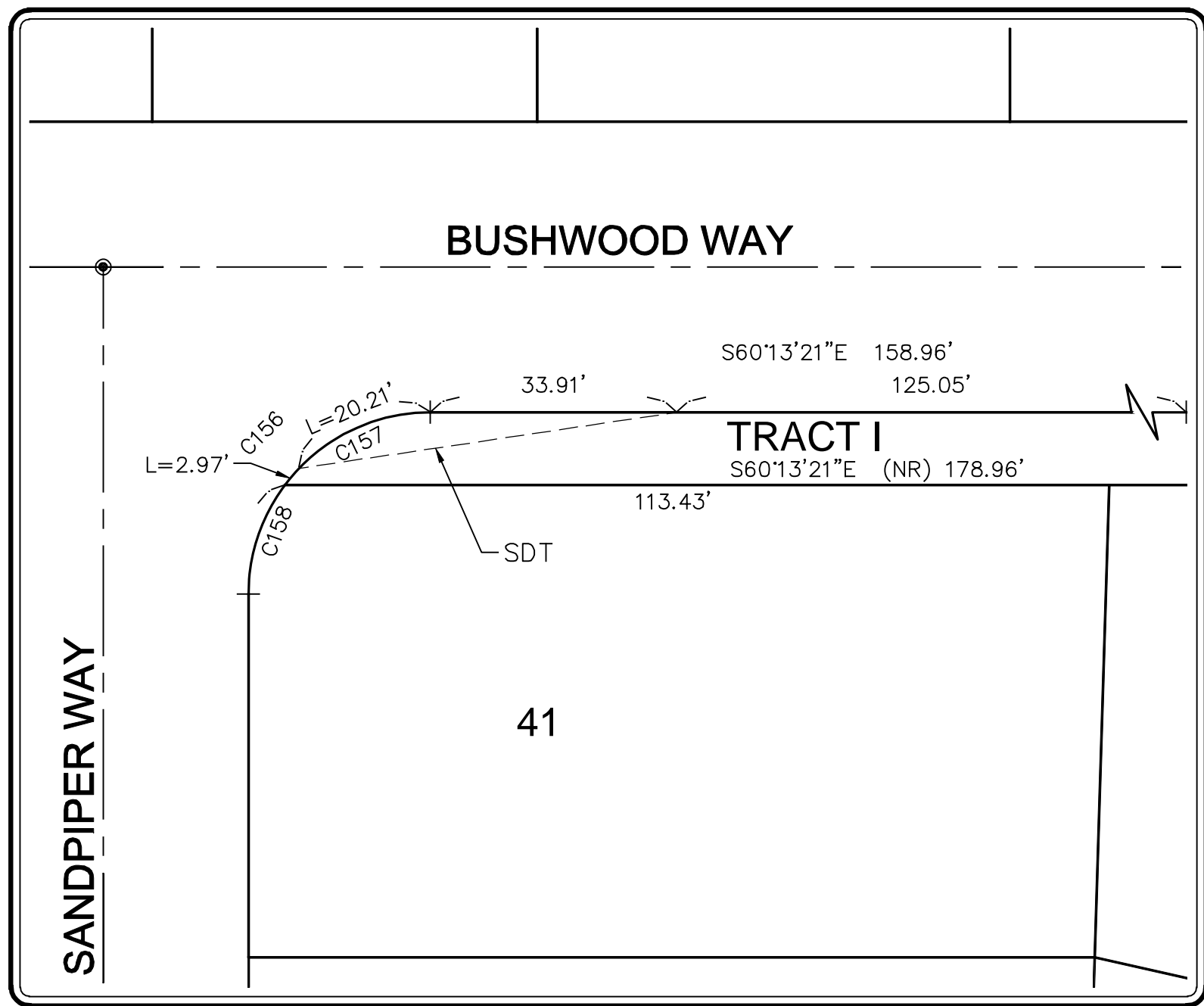
DETAIL "F"
SCALE: 1"=20'



DETAIL "G"
SCALE: 1"=30'



DETAIL "H"
SCALE: 1"=20'

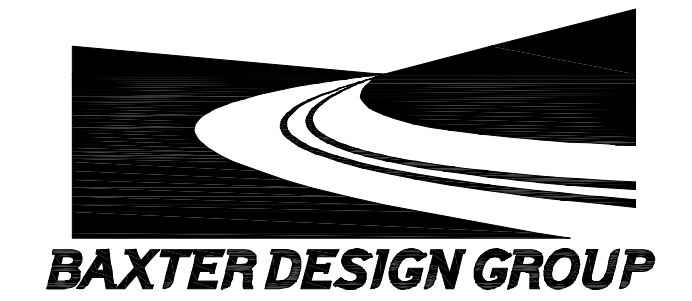


DETAIL "I"
SCALE: 1"=20'

RECORDER
STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____ Date: _____ Request of: _____ Witness my hand and official seal. Virginia Ross Pinal County Recorder By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - QUARTER CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
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 - PROPERTY LINE
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 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.
 - 20' EMERGENCY ACCESS EASEMENT

- ABBREVIATIONS**
- (AC) ACRE
 - AL ALUMINUM CAP
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 - CMU CONCRETE MASONRY UNIT
 - DKT DOCKET
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 - GLO GENERAL LAND OFFICE
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 - LS# LAND SURVEYORS REGISTRATION No.
 - (M) MEASURED
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 - NO ID NO IDENTIFICATION, (NO LS No.)
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 - T#S TOWNSHIP LINE No. SOUTH
 - OF TOWN OF FLORENCE
 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - VNAE VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



DATE:	JULY 18, 2017
DESIGNED BY:	BDG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	WEES 07/18/17
ISSUE:	FINAL PLAT


REVISIONS:

NO.	DESCRIPTION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 52
SITUATED WITHIN THE EAST HALF OF SECTION 19 TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 52
SDT DETAILS
SHEET 10 OF 10

path: S:\742 ANR\UNIT 52 PLAT\PLAT (Cad Drawing)
file name: 742 ANR UNIT 52 PLAT (10) (1) .pld date: July 18, 2017 | plotted by: scardes

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10c.
MEETING DATE: August 21, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Michelle Orton, Planning Manager SUBJECT: Resolution No. 1636-17: Final Plat for Anthem at Merrill Ranch Unit 56A		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1636-17: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 56A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Home Corporation requests approval of this proposed subdivision located within the Anthem at Merrill Ranch (AMR) Planned Unit Development (PUD). This area will be part of the Sun City portion of the AMR community.

There are 49 single-family residential lots proposed for this 24.56 +/- acre subdivision. The resultant density for this particular unit will be a low 2.00 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for AMR.

The accompanying Resolution for this Final Plat adds an extra precaution to ensure that no homes will be constructed on lots that may be within any FEMA designated floodplains.

Neighborhood streets in this unit are designed and constructed with a 40-foot-wide right-of-way (ROW), which is consistent with the AMR PUD zoning. Though the 40-foot

ROW will be utilized for this subdivision, the improvement plans for this unit will reflect modifications to the local street sidewalk standard to ensure ADA compliance.

The Preliminary Plat for Unit 56A was approved by the Planning and Zoning Commission on December 15, 2016. The Town of Florence Public Works and Fire Department staff have reviewed the proposed subdivision and support the approval of this Final Plat. Street names and addresses have been approved by the Town's GIS Coordinator and water and sewer infrastructure will be provided by Johnson Utilities.

A VOTE OF NO WOULD MEAN:

That Council has rejected the final plat for any reason whatsoever, the reasons therefore shall be recorded in the minutes pursuant to Section 150.233 (B). The applicant would be required to return to the final plat process with the new revisions.

A VOTE OF YES WOULD MEAN:

The Final Plat Anthem at Merrill Ranch, Unit 56A is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Pulte Home Corporation will construct the roadways within this subdivision to Town standards and will maintain the roadways until the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1636-17
Final Plat for Anthem at Merrill Ranch Unit 56A

RESOLUTION NO. 1636-17

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 56A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 56A subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. The Final Plat shall not be recorded until the approval, execution and recording of a Lot Sale Prohibition Agreement or similar legally binding agreement that ensures that no residential structures are constructed on lots within a FEMA defined Floodplain.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 21st day of August 2017.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT

ANTHEM AT MERRILL RANCH UNIT 56A (TOWN OF FLORENCE, AZ)

SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA
DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

KNOW ALL MEN BY THESE PRESENTS:
PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AND POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "GOLF CLUB") AS OWNERS HAVE SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 56A, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTALS THERETO; AND (B) THE PROPERTY, EXCEPT TRACTS A AND B, UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

THE "GOLF CLUB" IS THE OWNER OF FEE TITLE IN TRACT A AND B UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "GOLF CLUB" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJUTING PROPERTY OWNER.
EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON ALL LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE), THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACTS C, D, E, F, G, H AND I, AS DEPICTED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS AND THROUGH TRACTS A, B, C, D, E, F, H AND I, AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE COMMUNITY ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC, AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:
PULTE HOME COMPANY, LLC, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:
POSTON BUTTE GOLF CLUB, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

POSTON BUTTE GOLF CLUB, LLC, A MICHIGAN LIMITED LIABILITY COMPANY;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:
SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS B, C, D, E, F, G AND H BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED.

THIS _____ DAY OF _____, 20____.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)

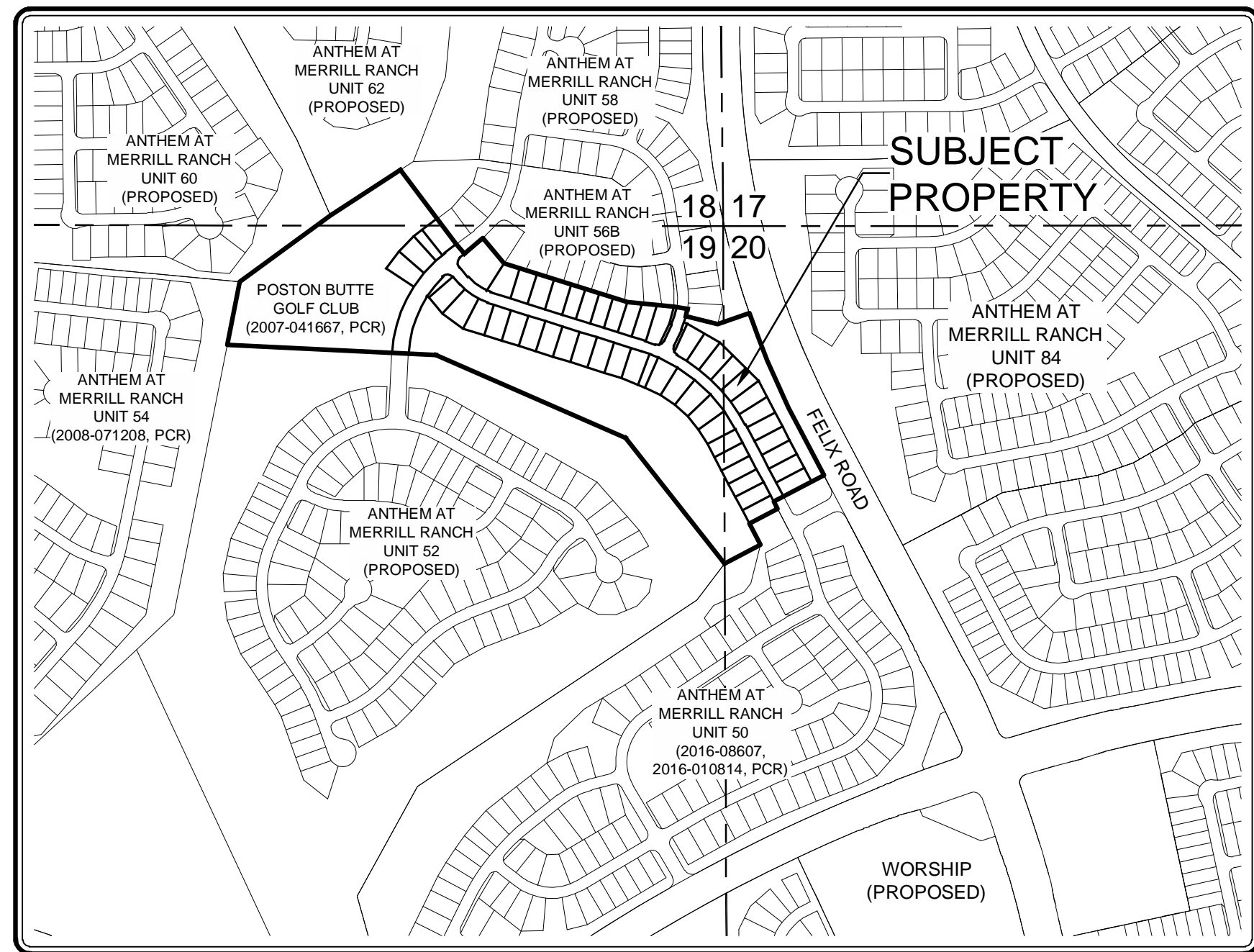
COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.



LOCATION MAP

SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP/LEGAL DESCRIPTION
3	UNIT 56A LAYOUT
4	UNIT 56A LAYOUT
5	UNIT 56A LAYOUT
6	UNIT 56A SDT DETAILS

TRACT AREA TABLE

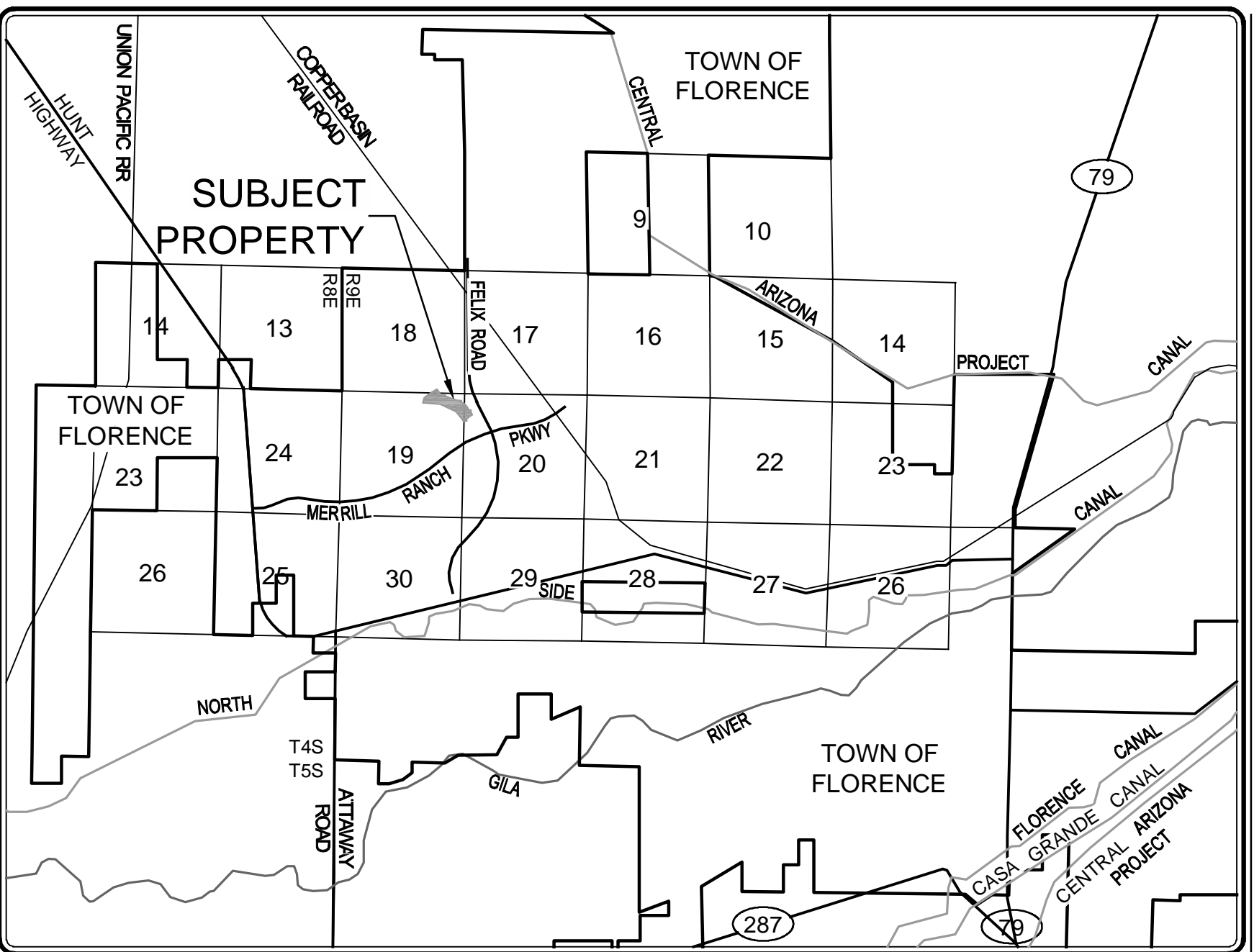
TRACT	AREA (AC)	USAGE
TRACT A	6.1407	LANDSCAPE, DRAINAGE, STORM DRAIN, GOLF COURSE, PUBLIC UTILITY EASEMENT & RETENTION
TRACT B	6.5051	LANDSCAPE, DRAINAGE, STORM DRAIN, GOLF COURSE, WATER & PUBLIC UTILITY EASEMENT
TRACT C	0.4092	LANDSCAPE, DRAINAGE, STORM DRAIN, PUBLIC UTILITY EASEMENT & RETENTION
TRACT D	0.0545	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT E	0.0351	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT F	0.0245	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT
TRACT G	0.0856	LANDSCAPE, DRAINAGE, STORM DRAIN & PUBLIC UTILITY EASEMENT
TRACT H	1.1912	LANDSCAPE, DRAINAGE, STORM DRAIN, WATER, PUBLIC UTILITY & RETENTION
TRACT I	0.0896	LANDSCAPE, DRAINAGE, SEWER, WATER & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- PUBLIC UTILITY FACILITY EASEMENT WOULD BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE PUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREETLIGHTS, TRAFFIC SIGNALS DEVICES, SIDEWALK, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED POLITICAL SUBDIVISION OF THE STATE OF ARIZONA.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS, SIDEWALKS AND INSTALLATION OF STREET SIGNS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT (SEE SHEET 2 FOR DETAIL) OR THE INTERSECTION SIGHT DISTANCE TRIANGLE (SEE SHEET 8 FOR DETAILS).
- TRACT, LOT AND PARCEL MONUMENTATION TO SET AT THE COMPLETION OF STREET PAVING.
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/-1.00 FOOT FROM COMMON LOT LINE. WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.
- DEVELOPMENT WITHIN THIS FINAL PLAT SHALL CONFORM WITH THE 2006 INTERNATIONAL FIRE CODE.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED NOVEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND NOVEMBER 31, 2038.



VICINITY MAP

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, (THE NORTHWEST CORNER BEING A FOUND A 3" AC, NO ID AND THE NORTH QUARTER CORNER BEING A FOUND 1-1/2" AC, NO ID), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING N89°57'31"E. HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2634.19'.

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 56A IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No.	AREA (AC)	USAGE
DKT 375, PG 572, PCR	0.3171	COUNTY RIGHT-OF-WAY SE 1/4 SEC 18, T4S, R8E
DKT 375, PG 572, PCR	1.0131	COUNTY RIGHT-OF-WAY NE 1/4 SEC 19, T4S, R9E
DKT 375, PG 572, PCR	0.6620	COUNTY RIGHT-OF-WAY NW 1/4 SEC 20, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OF ABANDONED.

ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
DEVELOPMENT SERVICES DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS.
I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
Date: _____
Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

DEVELOPER / OWNER

PULTE HOME CO., LLC

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

OWNER

POSTON BUTTE GOLF CLUB, LLC

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

SURVEYOR

BAXTER DESIGN GROUP

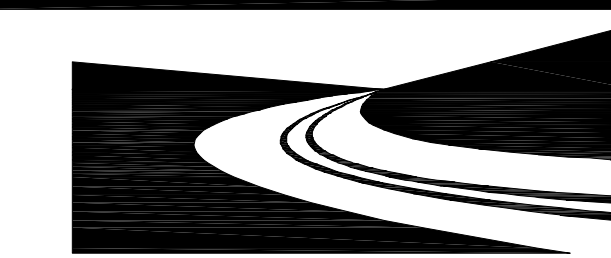
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	24.8270	ACRES
OPEN SPACE	14.5355	ACRES
RIGHT-OF-WAY AREA	2.1640	ACRES
NET AREA	22.6630	ACRES
TOTAL LOTS	49	
PROPOSED DENSITY	1.9737	D.U./AC.
ZONING	P.U.D. R-1	

UTILITIES AND SERVICES

GAS	SOUTHWEST GAS
SEWER	JOHNSON UTILITIES CO
WATER	JOHNSON UTILITIES CO
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK COMM.
SOLID WASTE DISPOSAL	TOWN OF FLORENCE COX/QWEST
CABLE	COMMUNICATIONS TOWN OF FLORENCE
POLICE	POLICE DEPARTMENT TOWN OF FLORENCE
FIRE	FIRE DEPARTMENT TOWN OF FLORENCE
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT



BAXTER DESIGN GROUP

7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE:	AUGUST 10, 2017
DESIGNED BY:	BDG
DRAWN BY:	SJS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT



J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

REVISIONS: _____

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT UNIT 56A

SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

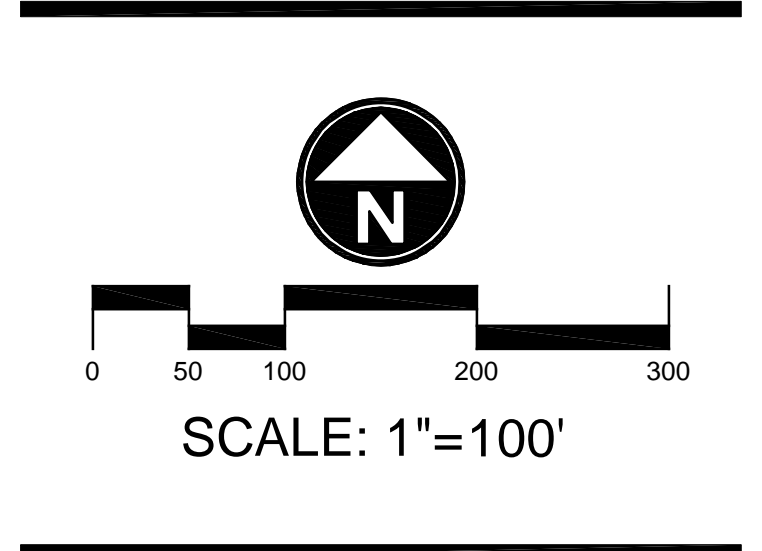
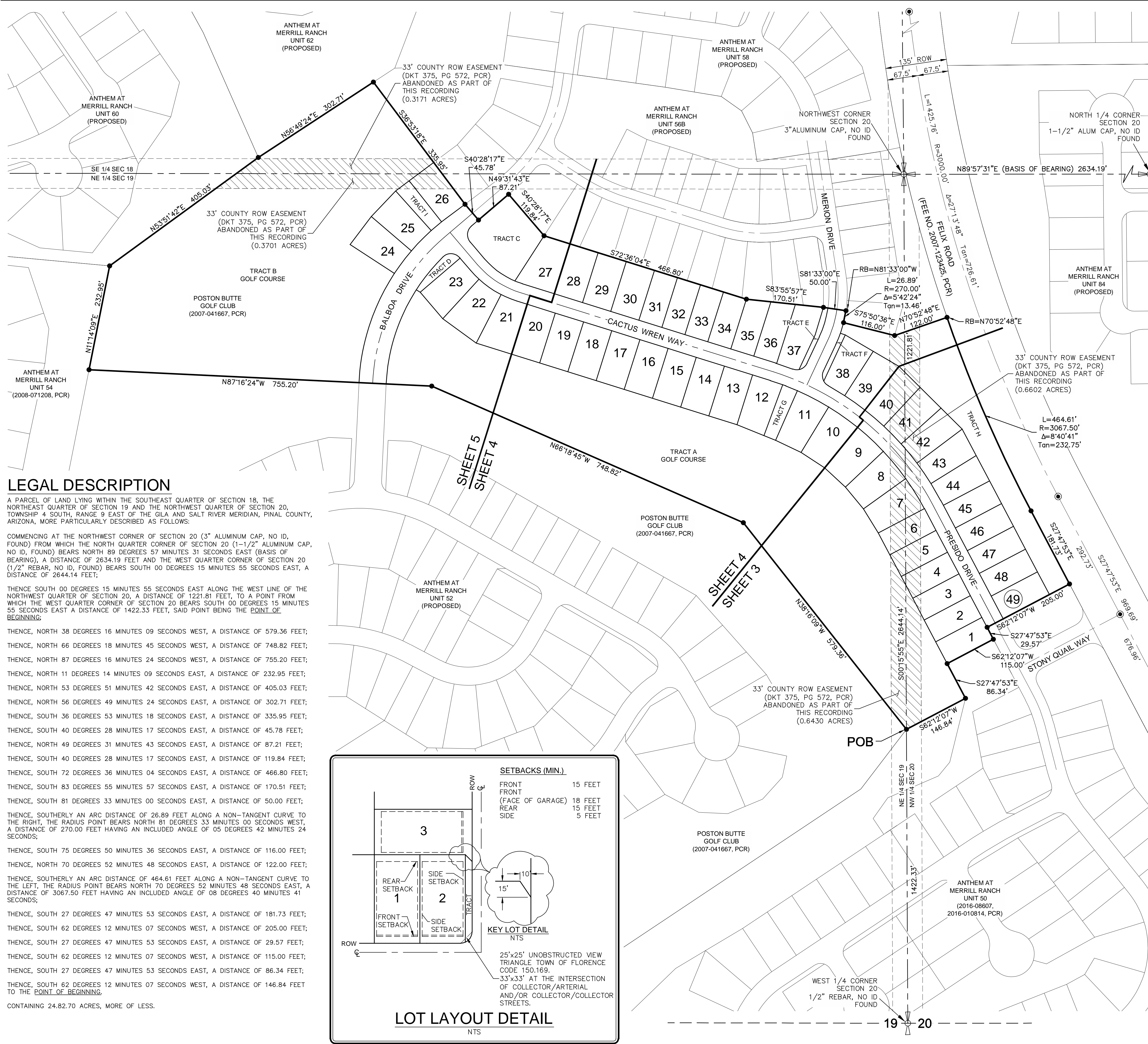
UNIT 56A

COVER SHEET

SHEET 1 OF 6

path: \\V:\2-A\NR\UNIT56A\UNIT56A-PLAT-Cad Drawing\file name: 742 ANR UNIT 56A FP.dwg | plot date: August 10, 2017 | plotted by: sandee

VERSION 4



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____

Date: _____

Request of: _____

Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
-

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

(AC) ACRE
 AC ALUMINUM CAP
 BC BRASS CAP
 BK BOOK
 (BOB) BASIS OF BEARING
 CMU CONCRETE MASONRY UNIT
 DKT DOCKET
 FND FOUND
 GLO GENERAL LAND OFFICE
 LE LANDSCAPE EASEMENT
 LS##### LAND SURVEYORS REGISTRATION No.
 (M) MEASURED
 MOL MORE OR LESS
 NO ID NO IDENTIFICATION, (NO LS No.)
 (NR) RADIAL TO CURVE
 NTS NOT TO SCALE
 PCR PINAL COUNTY RECORDER
 PG PAGE
 POB POINT OF BEGINNING
 PUEF PUBLIC UTILITY FACILITY EASEMENT/
 DRAINAGE EASEMENT
 (R) RECORD
 R # E RANGE LINE No. EAST
 (RB) RADIAL BEARING
 ROW RIGHT OF WAY
 SEC # SECTION No.
 SLD STORM DRAIN EASEMENT
 SLD SLIDE
 SSE SANITARY SEWER EASEMENT
 SDT SIGHT DISTANCE TRIANGLE
 T # S TOWNSHIP LINE No. SOUTH
 TOF TOWN OF FLORENCE
 UVT UNOBSTRUCTED VIEW TRIANGLE
 VNAE VEHICULAR NON-ACCESS EASEMENT
 WE WATERLINE EASEMENT
 WME WALL MAINTENANCE EASEMENT

LEGAL DESCRIPTION

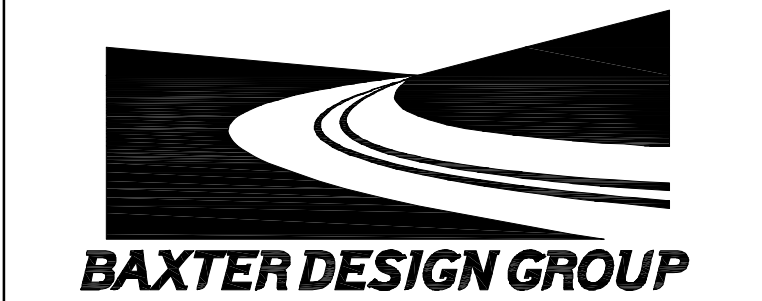
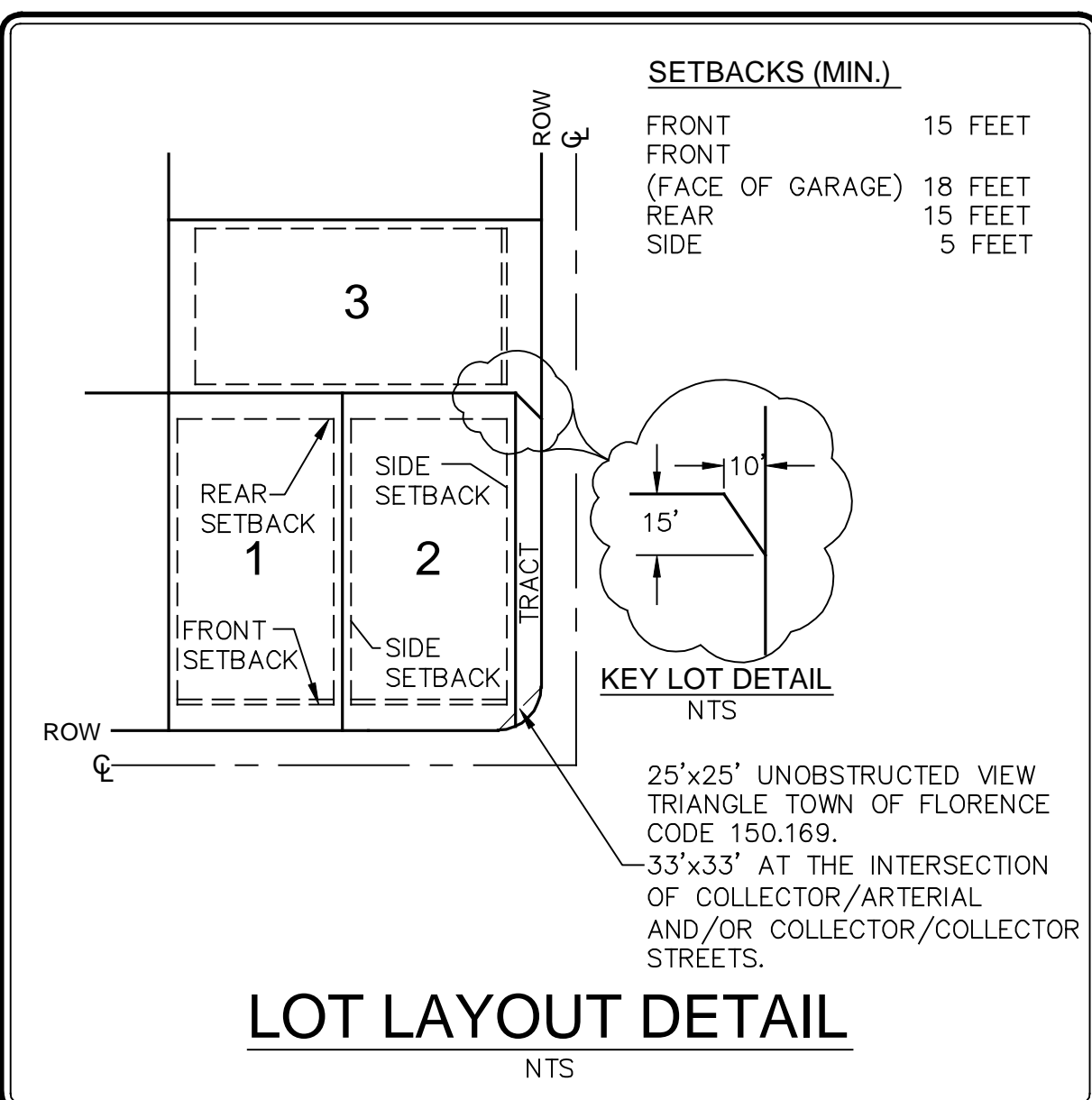
A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20 (3" ALUMINUM CAP, NO ID, FOUND) FROM WHICH THE NORTH QUARTER CORNER OF SECTION 20 (1-1/2" ALUMINUM CAP, NO ID, FOUND) BEARS NORTH 89 DEGREES 57 MINUTES 31 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2634.19 FEET AND THE WEST QUARTER CORNER OF SECTION 20 (1/2" REBAR, NO ID, FOUND) BEARS SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST, A DISTANCE OF 2644.14 FEET;

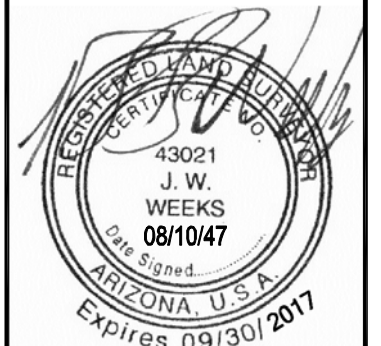
THENCE SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 20, A DISTANCE OF 1221.81 FEET, TO A POINT FROM WHICH THE WEST QUARTER CORNER OF SECTION 20 BEARS SOUTH 00 DEGREES 15 MINUTES 55 SECONDS EAST A DISTANCE OF 1422.33 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE, NORTH 38 DEGREES 16 MINUTES 09 SECONDS WEST, A DISTANCE OF 579.36 FEET;
 THENCE, NORTH 66 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 748.82 FEET;
 THENCE, NORTH 87 DEGREES 16 MINUTES 24 SECONDS WEST, A DISTANCE OF 755.20 FEET;
 THENCE, NORTH 11 DEGREES 14 MINUTES 09 SECONDS EAST, A DISTANCE OF 232.95 FEET;
 THENCE, NORTH 53 DEGREES 51 MINUTES 42 SECONDS EAST, A DISTANCE OF 405.03 FEET;
 THENCE, NORTH 56 DEGREES 49 MINUTES 24 SECONDS EAST, A DISTANCE OF 302.71 FEET;
 THENCE, SOUTH 36 DEGREES 53 MINUTES 18 SECONDS EAST, A DISTANCE OF 335.95 FEET;
 THENCE, SOUTH 40 DEGREES 28 MINUTES 17 SECONDS EAST, A DISTANCE OF 45.78 FEET;
 THENCE, NORTH 49 DEGREES 31 MINUTES 43 SECONDS EAST, A DISTANCE OF 87.21 FEET;
 THENCE, SOUTH 40 DEGREES 28 MINUTES 17 SECONDS EAST, A DISTANCE OF 119.84 FEET;
 THENCE, SOUTH 72 DEGREES 36 MINUTES 04 SECONDS EAST, A DISTANCE OF 466.80 FEET;
 THENCE, SOUTH 83 DEGREES 55 MINUTES 57 SECONDS EAST, A DISTANCE OF 170.51 FEET;
 THENCE, SOUTH 81 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET;
 THENCE, SOUTHERLY AN ARC DISTANCE OF 26.89 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT BEARS NORTH 81 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 270.00 FEET HAVING AN INCLUDED ANGLE OF 05 DEGREES 42 MINUTES 24 SECONDS;
 THENCE, SOUTH 75 DEGREES 50 MINUTES 36 SECONDS EAST, A DISTANCE OF 116.00 FEET;
 THENCE, NORTH 70 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 122.00 FEET;
 THENCE, SOUTHERLY AN ARC DISTANCE OF 464.61 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT BEARS NORTH 70 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 3067.50 FEET HAVING AN INCLUDED ANGLE OF 08 DEGREES 40 MINUTES 41 SECONDS;
 THENCE, SOUTH 27 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 181.73 FEET;
 THENCE, SOUTH 62 DEGREES 12 MINUTES 07 SECONDS WEST, A DISTANCE OF 205.00 FEET;
 THENCE, SOUTH 27 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 29.57 FEET;
 THENCE, SOUTH 62 DEGREES 12 MINUTES 07 SECONDS WEST, A DISTANCE OF 115.00 FEET;
 THENCE, SOUTH 27 DEGREES 47 MINUTES 53 SECONDS EAST, A DISTANCE OF 86.34 FEET;
 THENCE, SOUTH 62 DEGREES 12 MINUTES 07 SECONDS WEST, A DISTANCE OF 146.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.8270 ACRES, MORE OR LESS.



DATE:	AUGUST 10, 2017
DESIGNED BY:	BDG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT



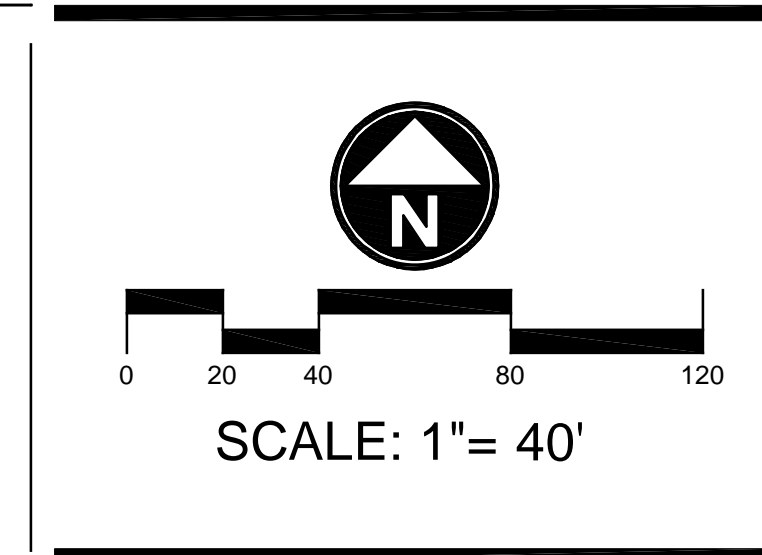
REVISIONS:

VERSION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 56A
 SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 56A
INDEX MAP
SHEET 2 OF 6

path: R:\42-AMR\UNIT56-AMR\4-PLAT\CD Drawing\ 42-AMR UNIT 56A FP.dwg | plot date: August 10, 2017 | plotted by: sander



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____

Date: _____

Request of: _____

Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, UNLESS NOTED OTHERWISE
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 21065, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

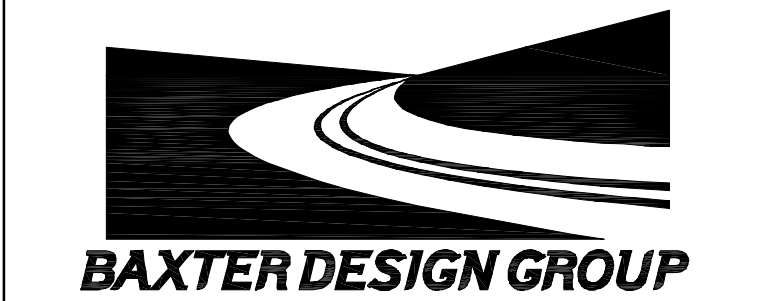
ABBREVIATIONS

- (AC) ACRE
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- (BOB) BASIS OF BEARING
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- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS##### LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
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- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT
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- PCR PINAL COUNTY RECORDER
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- TOF TOWN OF FLORENCE
- UVIT UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WE WATERLINE EASEMENT
- WME WALL MAINTENANCE EASEMENT

LOT TABLE		
LOT NO.	SQ. FT.	ACRES
1	6,231	0.1430
2	6,231	0.1430
3	6,231	0.1430
4	6,231	0.1430
5	6,231	0.1430
6	6,231	0.1430
7	8,098	0.1859
8	8,098	0.1859
9	8,098	0.1859
40	7,116	0.1634
41	6,985	0.1604
42	7,230	0.1660
43	7,204	0.1654
44	6,822	0.1566
45	6,497	0.1492
46	6,497	0.1492
47	6,497	0.1492
48	6,497	0.1492
49	6,497	0.1492

LINE TABLE		
LINE	BEARING	DISTANCE
L12	N22°35'15"E	51.15'
L13	N67°24'45"W	20.00'
L14	N22°35'15"E	62.30'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	43.23'	620.00'	3°59'43"	21.63'
C2	54.71'	620.00'	5°03'22"	27.37'
C3	54.71'	620.00'	5°03'22"	27.37'
C4	54.71'	620.00'	5°03'22"	27.37'
C5	54.71'	620.00'	5°03'22"	27.37'
C7	1.33'	580.00'	0°07'53"	0.67'
C8	77.75'	580.00'	7°40'50"	38.93'
C9	77.75'	580.00'	7°40'50"	38.93'
C10	77.75'	580.00'	7°40'50"	38.93'
C12	467.64'	3087.50'	8°40'41"	234.27'
C13	470.67'	3107.50'	8°40'41"	235.78'



BAXTER DESIGN GROUP

DATE: AUGUST 10, 2017

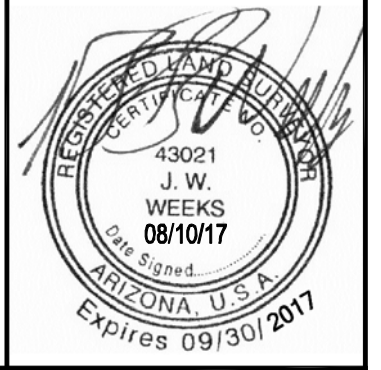
DESIGNED BY: BDG

DRAWN BY: STS

REVIEWED BY: JWW

PROJECT: _____

ISSUE: FINAL PLAT



REVISIONS:

PULTE HOME COMPANY

ANTHEM AT MERRILL RANCH

FINAL PLAT UNIT 56A

SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 56A

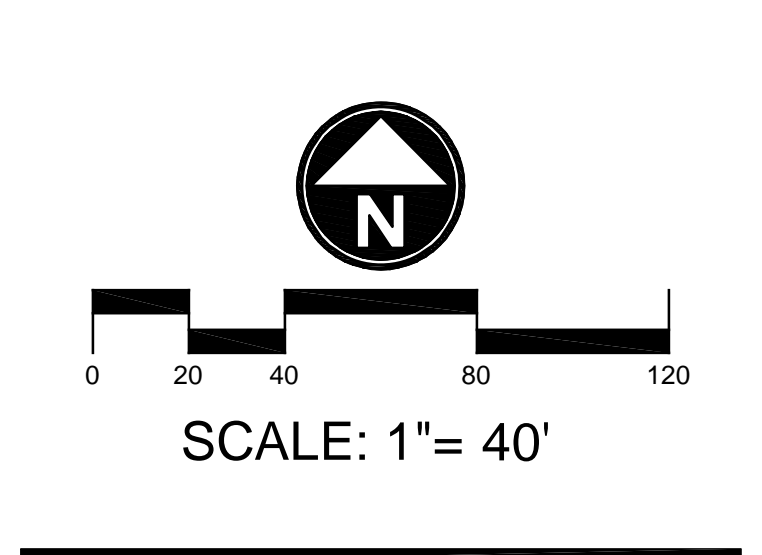
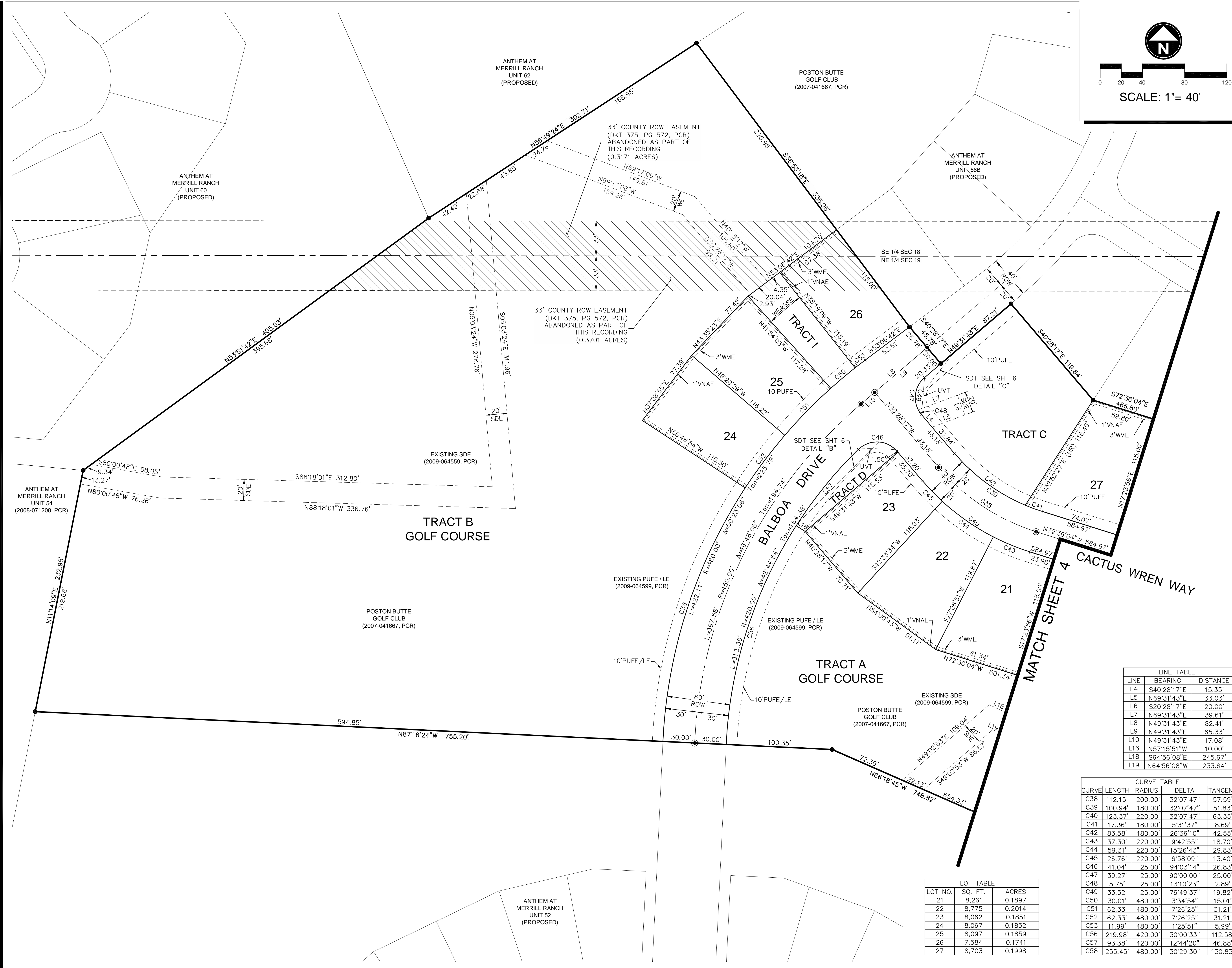
LAYOUT SHEET

SHEET 3 OF 6

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file name: 742-AMR UNIT 56A FP.dwg | plot date: August 10, 2017 | plotted by: scdavis

VERSION 4



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____

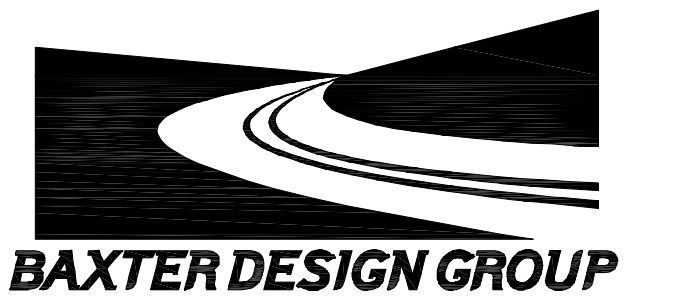
Date: _____

Request of: _____

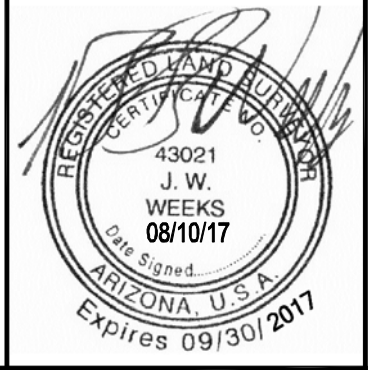
Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

- SYMBOL LEGEND**
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- ABBREVIATIONS**
- (AC) ACRE
 - ALU ALUMINUM CAP
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 - BK BOOK
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 - UVT UNOBSTRUCTED VIEW TRIANGLE
 - VNAE VEHICULAR NON-ACCESS EASEMENT
 - WE WATERLINE EASEMENT
 - WME WALL MAINTENANCE EASEMENT



DATE:	AUGUST 10, 2017
DESIGNED BY:	BDG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
ISSUE:	FINAL PLAT



LINE TABLE

LINE	BEARING	DISTANCE
L4	S40°28'17"E	15.35'
L5	N69°31'43"E	33.03'
L6	S20°28'17"E	20.00'
L7	N69°31'43"E	39.61'
L8	N49°31'43"E	82.41'
L9	N49°31'43"E	65.33'
L10	N49°31'43"E	17.08'
L16	N57°15'51"W	10.00'
L18	S64°56'08"E	245.67'
L19	N64°56'08"W	233.64'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C38	112.15'	200.00'	32°07'47"	57.59'
C39	100.94'	180.00'	32°07'47"	51.83'
C40	123.37'	220.00'	32°07'47"	63.35'
C41	17.36'	180.00'	5°31'37"	8.69'
C42	83.58'	180.00'	26°36'10"	42.55'
C43	37.30'	220.00'	9°42'55"	18.70'
C44	59.31'	220.00'	15°26'43"	29.83'
C45	26.76'	220.00'	6°58'09"	13.40'
C46	41.04'	25.00'	94°03'14"	26.83'
C47	39.27'	25.00'	90°00'00"	25.00'
C48	5.75'	25.00'	13°10'23"	2.89'
C49	33.52'	25.00'	76°49'37"	19.82'
C50	30.01'	480.00'	3°34'54"	15.01'
C51	62.33'	480.00'	7°26'25"	31.21'
C52	62.33'	480.00'	7°26'25"	31.21'
C53	11.99'	480.00'	1°25'51"	5.99'
C56	219.98'	420.00'	30°00'33"	112.58'
C57	93.38'	420.00'	12°44'20"	46.88'
C58	255.45'	480.00'	30°29'30"	130.83'

LOT TABLE

LOT NO.	SQ. FT.	ACRES
21	8,261	0.1897
22	8,775	0.2014
23	8,062	0.1851
24	8,067	0.1852
25	8,097	0.1859
26	7,584	0.1741
27	8,703	0.1998

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 56A

SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 56A
LAYOUT SHEET
SHEET 5 OF 6

path: R:\42-ANNUNIT56-AMR\4-PLAT (Cad Drawing)\
 file name: 42E AMR UNIT 56A FP.dwg | plot date: August 10, 2017 | plotted by: scdavis

VERSION 4

RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Fee No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal.
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

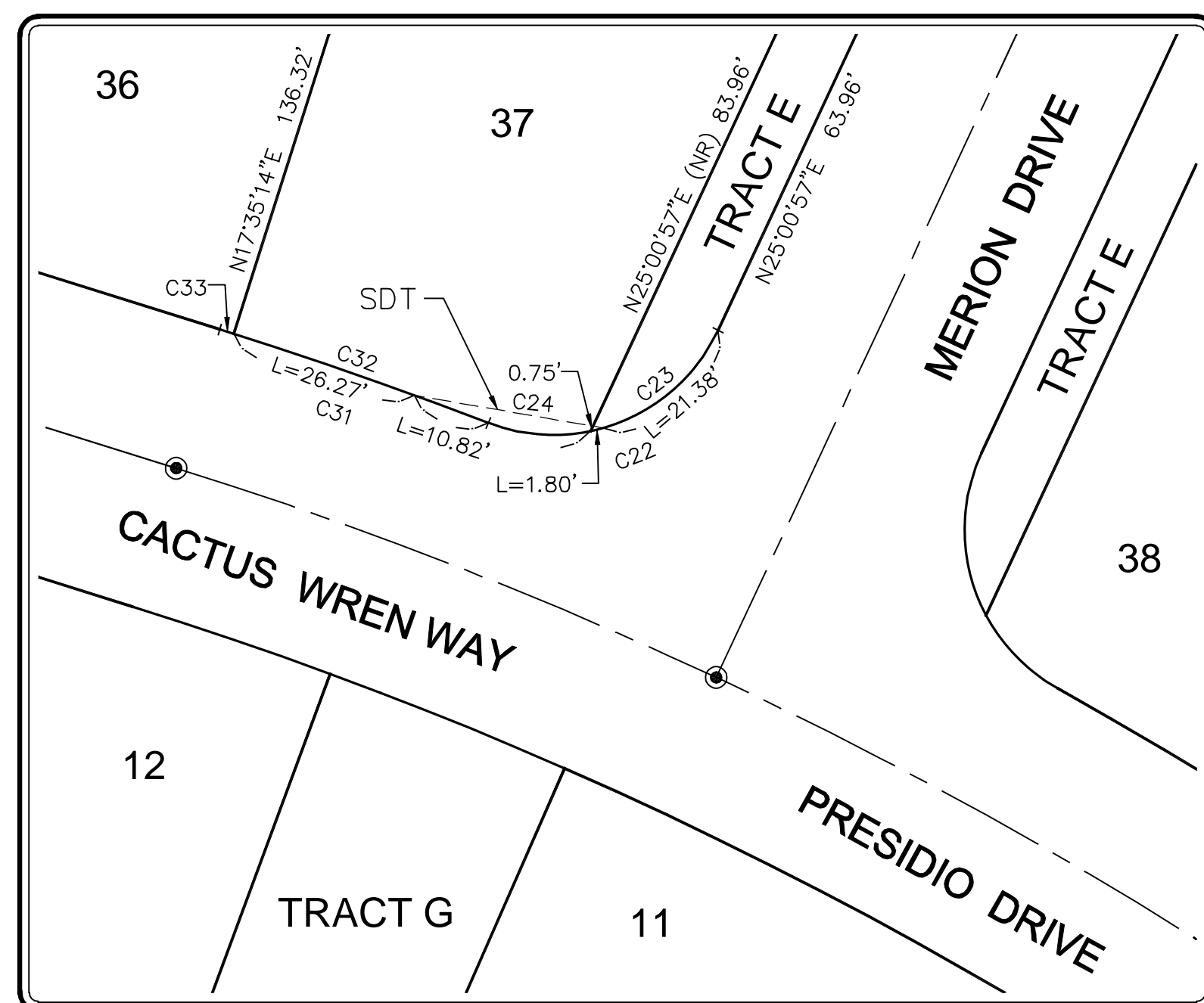
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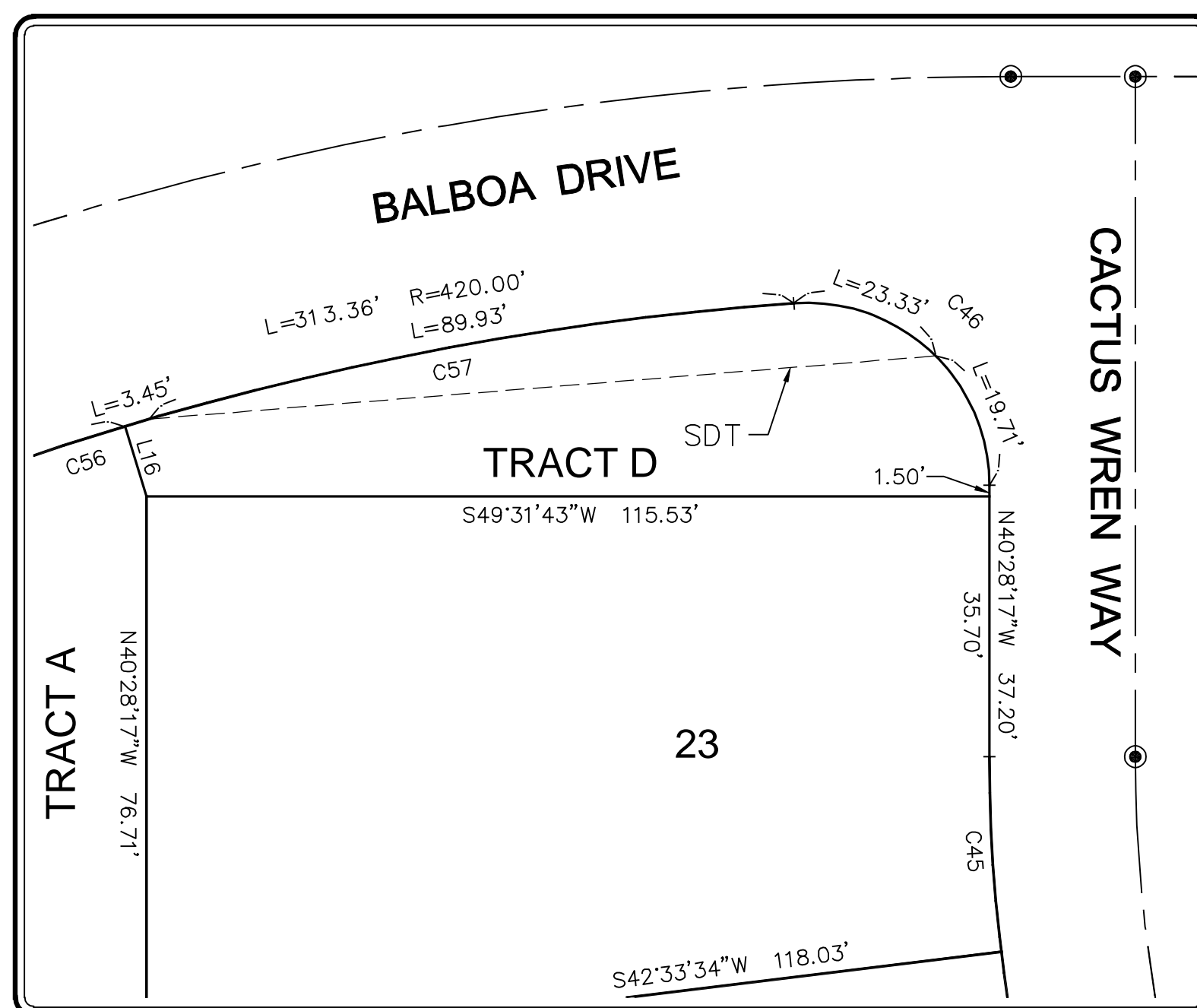
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ABBREVIATIONS

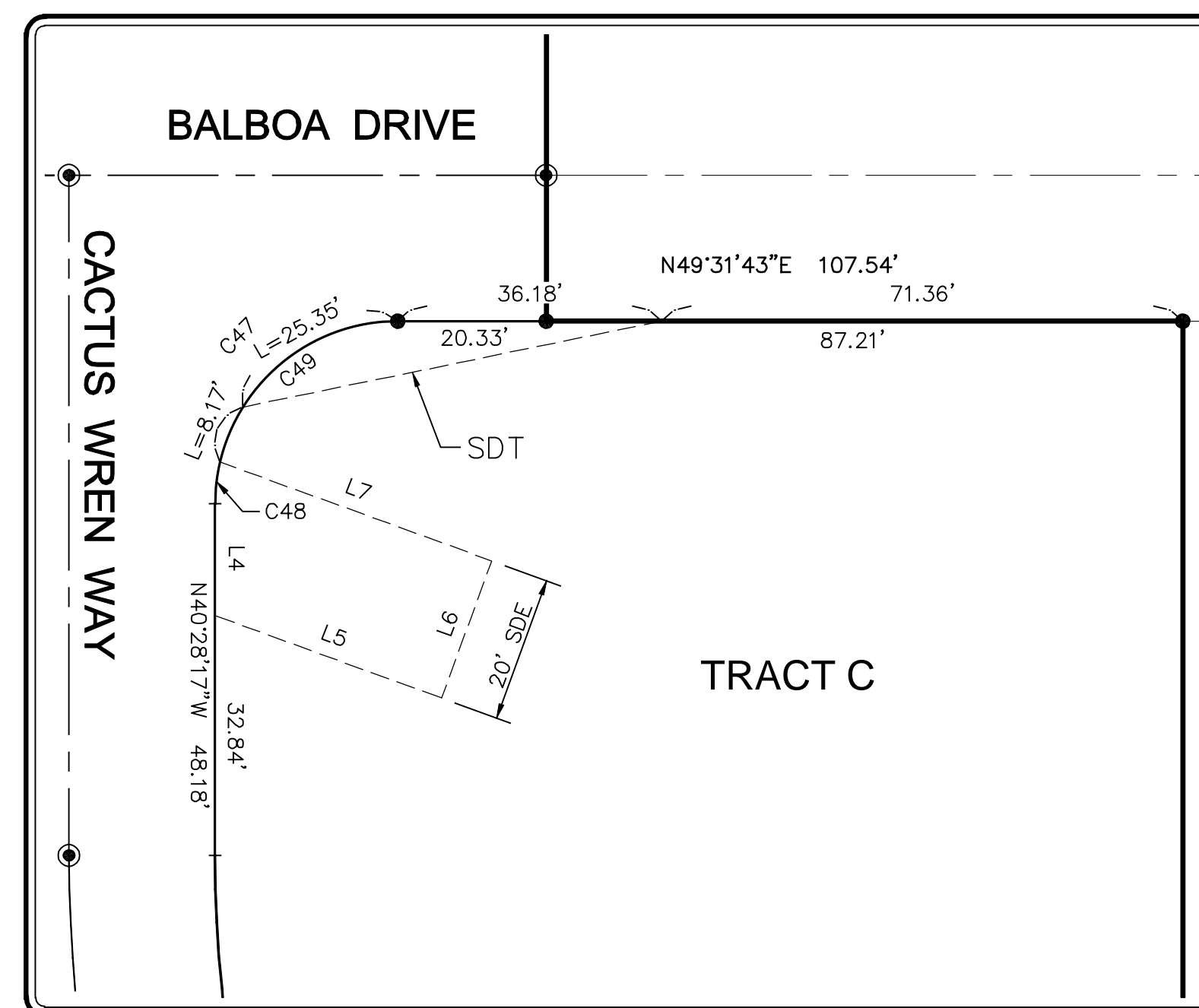
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DETAIL "A"
 SCALE: 1"=20'



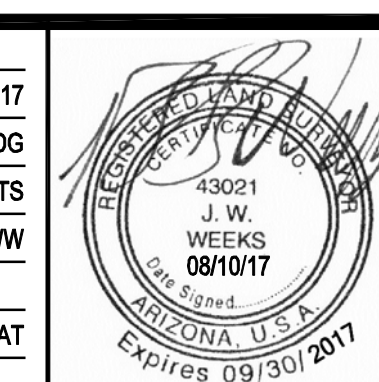
DETAIL "B"
 SCALE: 1"=20'



DETAIL "C"
 SCALE: 1"=20'



DATE: AUGUST 10, 2017
 DESIGNED BY: BDG
 DRAWN BY: STS
 REVIEWED BY: JWW
 PROJECT: _____
 ISSUE: FINAL PLAT




REVISIONS:

NO.	DESCRIPTION

PULTE HOME COMPANY
ANTHEM AT MERRILL RANCH
FINAL PLAT UNIT 56A
 SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, THE NORTHEAST QUARTER SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 56A
SDT DETAILS
SHEET 6 OF 6

VERSION

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: August 21, 2017 DEPARTMENT: Development Services STAFF PRESENTER: Michelle Orton, Planning Manager SUBJECT: Direction on entering into a Development Agreement with Circle K Stores, Inc.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input checked="" type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion authorizing staff to commence with Development Agreement negotiations with Circle K Stores, Inc. for the proposed convenience store.

BACKGROUND/DISCUSSION:

Circle K Stores, Inc. currently has two convenience stores in Florence. These stores are within close proximity of each other. The larger of the two stores is located at 20 South Main Street and the smaller is located at 105 South Main Street. Both stores include fueling stations.

To remain competitive with the more modern convenience stores throughout the Arizona region, the applicant proposes a new Circle K development that includes the construction of a 5,881-sq ft. store with eight gasoline dispensing pumps. The proposed project will be located on a currently developed, but abandoned, commercial lot on the southeast corner of Main Street and Brady Street. Circle K Stores, Inc., plans on closing the two existing stores with the new location. The existing underground fuel tanks (and all associated fuel equipment) will be removed from the two existing stores.

The Design Review application was approved by the Planning and Zoning Commission on October 20, 2016. On November 17, 2016, the Town Council approved the Infill Incentive application with Resolution No. 1603-16.

The applicant, Circle K Stores, Inc. has submitted a Development Agreement (DA) application to the Town of Florence for an extension of a water line for fire suppression. The exact location of this line will be included in the DA.

A VOTE OF NO WOULD MEAN:

A no vote would mean staff would not commence negotiations with Circle K Stores, Inc., on the DA.

A VOTE OF YES WOULD MEAN:

A Yes vote would mean staff would commence negotiations with Circle K Stores, Inc., on the DA.

FINANCIAL IMPACT:

There is no financial impact with the DA negotiations other than staff time.

ATTACHMENTS:

Development Agreement Application
ALTA Survey
Proposed Site Plan
Proposed Site Plan with aerial

Development Agreement Application

Case Number _____

Property Owner's Name* CIRCLE K STORES INC / SUEY PEEL

Mailing Address 1130 W. WARREN RD, TEMPE, AZ 85284

Telephone Number 602.728.4027 Fax Number _____

Email Address SPEEL@CIRCLEK.COM

Applicant's Name MICHAEL SCARBROUGH / LAND DEVELOPMENT CONSULTANTS, LLC

Mailing Address 11811 N. TAYM BLVD, SUITE 1051, PHOENIX, AZ 85028

Telephone Number 602.850.8101 Fax Number 602.997.9807

Email Address MIKE@LDCAZ.COM

Representative/Attorney ARIK MICHELSON / KUTAK ROCK LLP

Mailing Address 8601 N. SCOTTSDALE RD, #300, SCOTTSDALE, AZ 85253

Telephone Number 480.429.4824 Fax Number 480.429.5001

Email Address ARIK.MICHELSON@KUTAKROCK.COM

PROPERTY INFORMATION

Assessor's Parcel Number(s) 202-03-0580, 059A, 059B

Legal Tract/Lot (Parcel Numbers) LOTS 1-10

General Location SEC MAIN STREET + BRADY STREET

Street Address _____

Lot Dimensions/Acreage 1.411 ACRES

*Note: If there is more than one person involved in the ownership of the property that this application is prepared for, a separate page must be attached to this application in which lists the names and address of all persons having an interest in the ownership of the property along with their notarized signatures.

GIVE A DESCRIPTION/EXPLANATION OF THE PROJECT FOR WHICH THE DEVELOPMENT AGREEMENT IS PROPOSED:

EXTENSION OF A WATER LINE FOR FIRE SUPPRESSION TO A POINT IN EITHER ELIZABETH ST, COLLINGWOOD ST OR BRADY STREET FOR THE PROPOSED CIRCLE K STORE WITH FUEL SALES LOCATED AT THE SEC OF MAIN ST. AND BRADY. CIRCLE K WILL INSTALL A FIRE SPRINKLER SYSTEM IN BOTH THE STORE AND FUEL CANOPY. CIRCLE K'S CONTRIBUTION WILL BE CAPPED AT \$25,000.

Signature of Applicant [Handwritten Signature]

I HEREBY CERTIFY, under the penalty of perjury, that I am the owner of the property for which this application is made, and in that capacity, have given authority to the above applicant to act on my behalf.

SIGNED: [Handwritten Signature]
Dated: 1/27/2017

STATE OF ARIZONA)
County of Pinal)



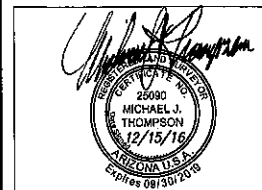
[Handwritten Signature]
Assistant Secretary

SUBSCRIBED AND SWORN TO BEFORE me this 27th day of January, 2017.

[Handwritten Signature]
Notary Public

Stamp Rec'd	Amount Received _____
	<input type="checkbox"/> Cash
	<input type="checkbox"/> Credit, Last 4-digits: MC/Visa
	<input type="checkbox"/> Check; number: _____
Initials _____	Receipt Number _____
	Case Number _____

CLIENT:
Land Development Consultants, LLC
 1181 N. Tatum Boulevard, Suite 1051
 ph: (602) 850-8101
 fax: (602) 850-8101
 contact: Michael Scarbrough



Helix Engineering, LLC
 Engineering / Surveying / Consulting
 3240 E Union Hills
 Suite 112
 Phoenix AZ 85050
 (602) 788-2616
 www.hxeng.com

- LEGEND**
- ① EXCEPTION NUMBER
 - FD MONUMENT AS NOTED
 - SET 1/2" REBAR & CAP LS 25090 UNLESS OTHERWISE NOTED
 - APN ASSESSOR'S PARCEL NUMBER
 - CW CONCRETE WALK
 - CNC CONCRETE
 - CSC CONCRETE SLOPING CURB
 - CVC CONCRETE VERTICAL CURB
 - CVC&G CVC & GUTTER
 - ⊖ BACK-FLOW PROTECTION
 - DOC DOCUMENT
 - DRAIN INLET
 - ⊕ STORM MANHOLE
 - ⊖ EASEMENT
 - ⊕ FIRE HYDRANT
 - ⊕ GUARD POST
 - ⊖ GUY DOWN
 - HCW HANDICAP RAMP
 - HC HOUSE CONNECTION
 - GHS OVERHEAD SIGN
 - OP OVER PROPERTY LINE
 - ⊕ POWER OR UTILITY POLE, WOOD
 - ⊕ PULL BOX OR ELEC. JUNCTION
 - PCR PIMA COUNTY RECORDER
 - PM PROPORTIONATE MEASURE
 - RCC&G ROLLED CONC CURB & GUTTER
 - ROH ROOF OVERHANG
 - RP RAMP
 - ⊖ SIGN
 - ⊕ SIGN POST
 - ⊖ SEWER CLEANOUT
 - ⊕ SEWER MANHOLE
 - ⊕ TELEPHONE MANHOLE
 - ⊕ WATER METER
 - ⊕ WATER VALVE

- OHE OVERHEAD ELECTRIC OR TELEPHONE LINE
- RIGHT OF WAY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PROPERTY LINE
- STORM DRAIN LINE
- WALL AS NOTED
- AC PAVEMENT
- CONCRETE

RELEASE	
DATE	

REVISIONS	
NO.	DATE

PROJECT NAME
ALTA LAND TITLE SURVEY

PROJECT LOCATION
**255 S. MAIN
 FLORENCE, ARIZONA
 85132**

PROJECT AREA
FLORENCE, ARIZONA

HELIX JOB NUMBER **237** IN HOUSE
 DRAWN BY: JT
 CHECKED BY: MT

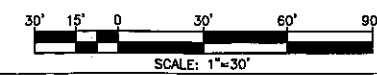
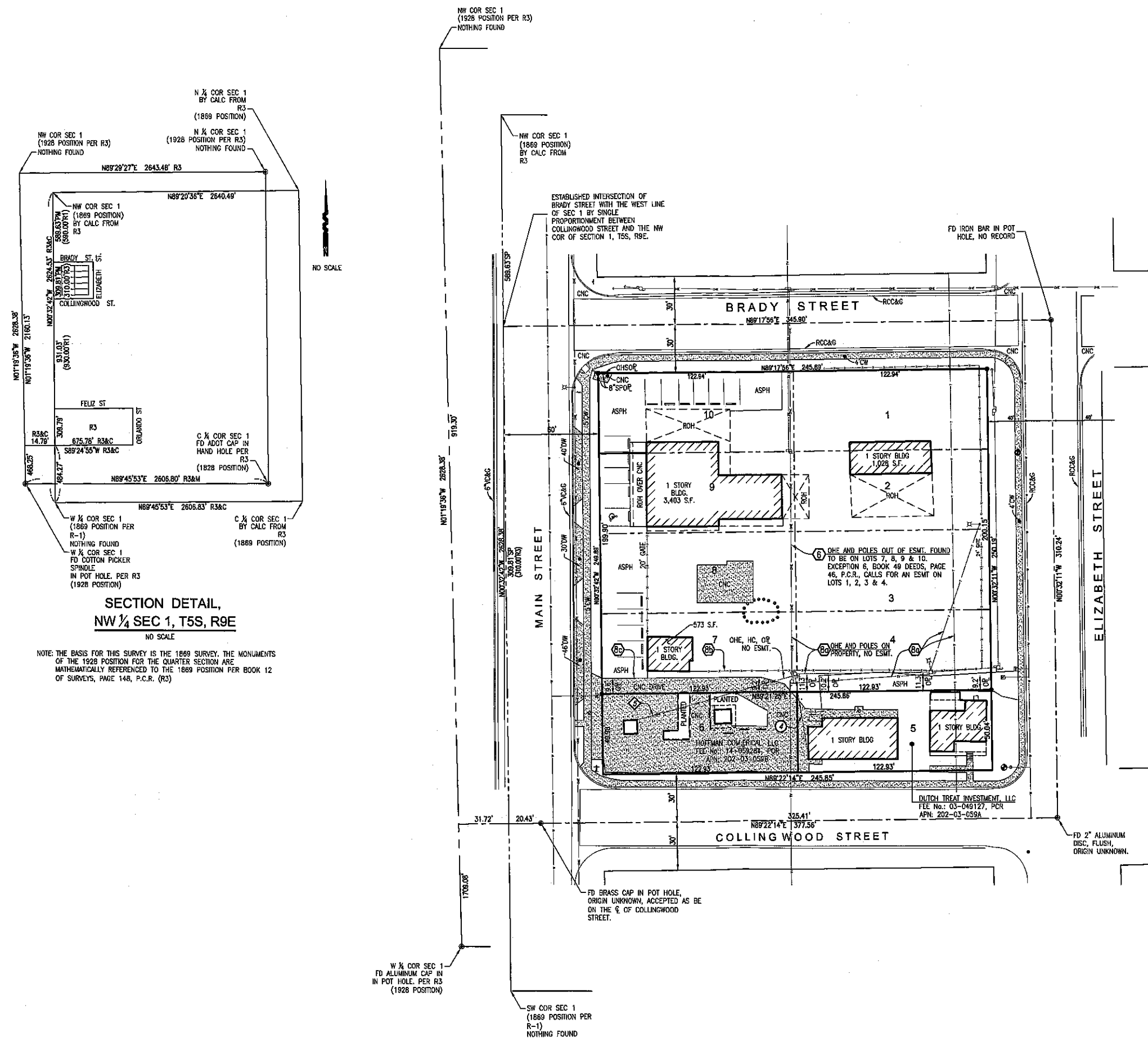
SHEET TITLE

ALTA/NSPS LAND TITLE SURVEY
 A PORTION OF NW4, SEC 1,
 T5S, R9E, G. & S. R. B. & M.

SHEET PAGE

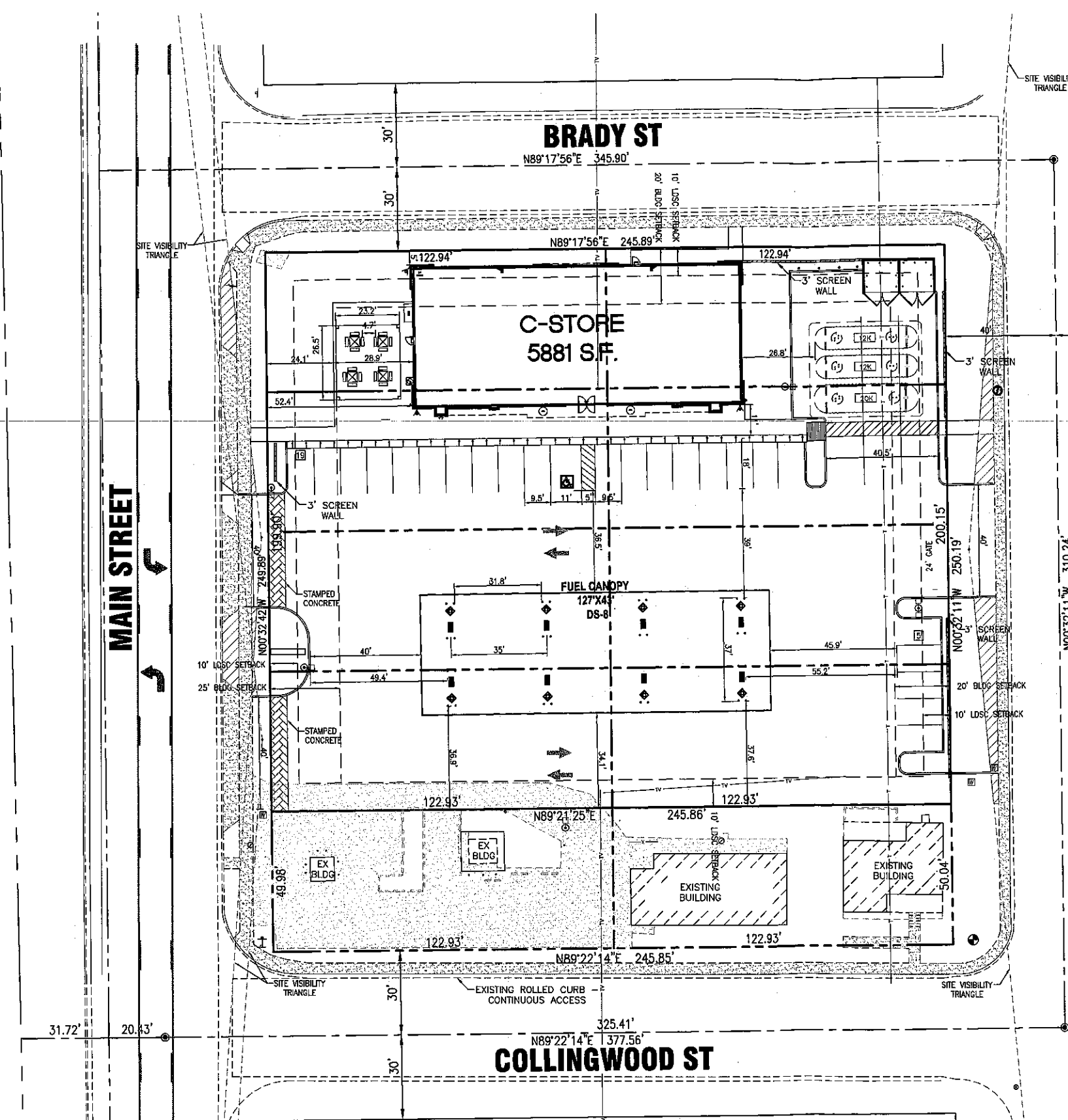
2 OF 2

PLAT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"



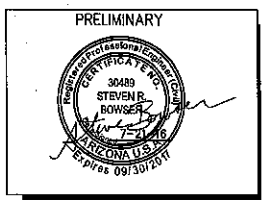
Dec. 15, 2016 - 9:05am
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Oct 04, 2016 - 1:08pm
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SITE DATA	
SITE ACREAGE	
C-STORE	55,327 SF
R/W DEDICATION	0.00 SF
TOTAL	55,327 SF 1.27 AC
BUILDING AREA	
C-STORE	5881 SF
PARKING	
PARKING REQUIRED	1 PER 300 - 20 SPACES
PARKING PROVIDED	24 SPACES
ZONING	B-2

CLIENT:
 Land Development
 Consultants, LLC
 11811 N. Tatum Boulevard, Suite 1091
 Phoenix, AZ 85028
 ph: 482-644-8116
 fax: 482-395-0948
 contact: Michael Scarborough



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TWO WORKING DAYS BEFORE YOU DIG.
 CALL FOR THE BLUE STAKES
 1-800-782-5348
 BLUE STAKE CENTER

RELEASE	
DATE	DESCRIPTION
2-23-16	TWO 5881 VER
2-24-16	MOVE TANKS
3-4-16	BLDG N > 300' FR CHURCH
4-1-16	REV SP
5-1-16	REV SP
5-5-16	REV SP
5-18-16	REV SP
5-31-16	UPD TOPD
6-2-16	SITE PLAN ALT
6-3-16	SITE PLAN ALT
6-7-16	SITE PLAN ALT
7-5-16	PRELIM GD
7-13-16	REV SP

REVISIONS	
NO.	DATE

PROJECT NAME
CIRCLE K

PROJECT ADDRESS
**255 S MAIN ST
 FLORENCE, AZ
 85132**

PROJECT AREA
MAIN & BRADY

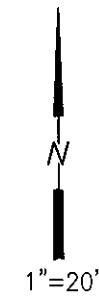
HELIX JOB NUMBER **237** IN HOUSE
 DRAWN BY: HXE
 CHECKED BY: SB

SHEET TITLE

SITE PLAN

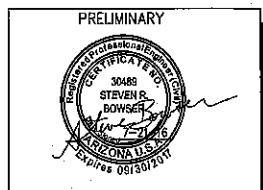
SHEET **SP-1** PAGE **OF**

PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"



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Phoenix, AZ 85028
ph: 602-484-4210
fax: 480-983-4346
contact: Michael Scarbrough



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7-13-16	REV SP

REVISIONS	
NO.	DATE
△	
△	
△	

PROJECT NAME
CIRCLE K

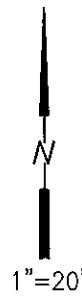
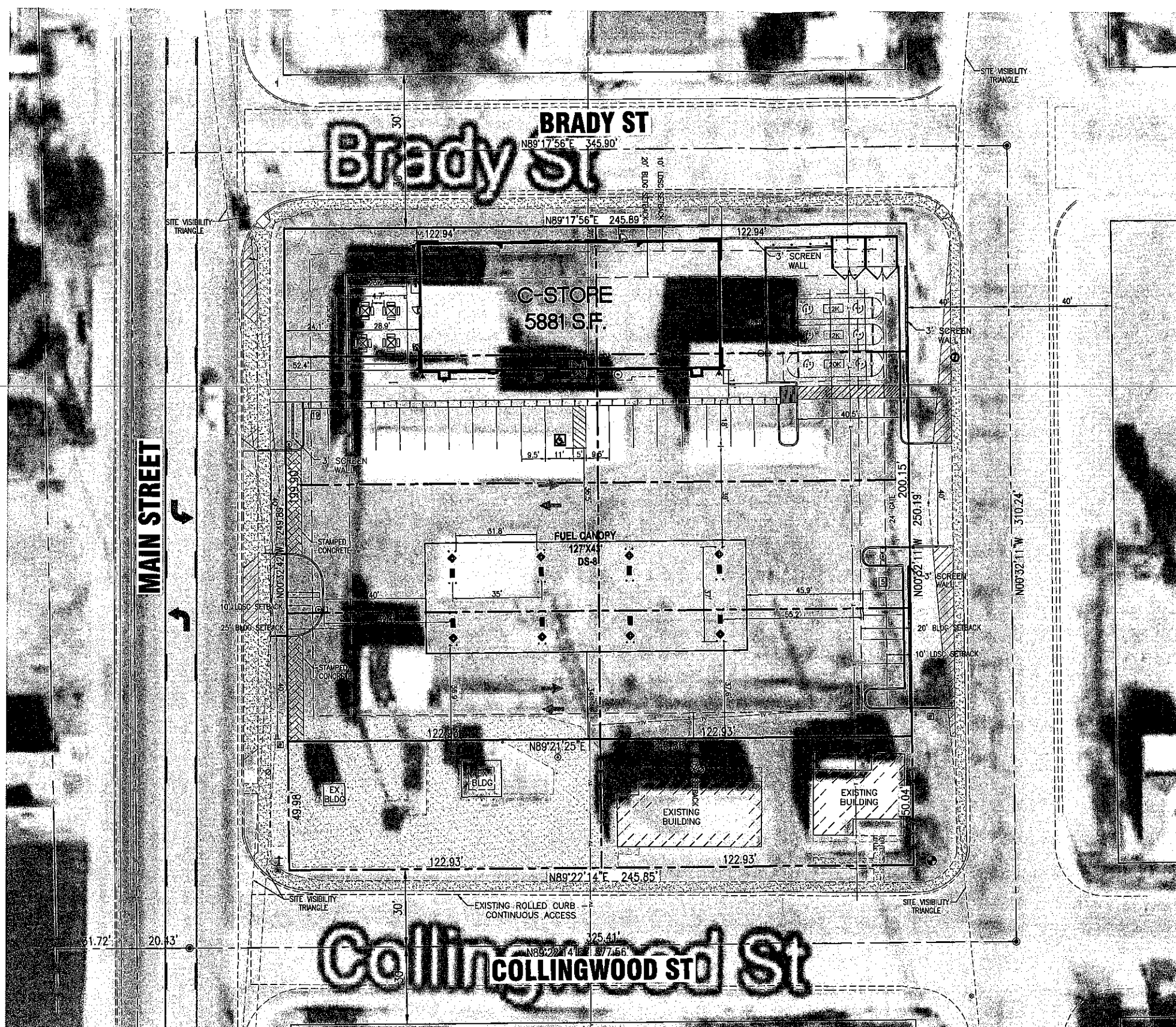
PROJECT ADDRESS
**255 S MAIN ST
FLORENCE, AZ
85132**

PROJECT AREA
MAIN & BRADY

HELIX JOB NUMBER **237** IN HOUSE
DRAWN BY: HXE
CHECKED BY: SB

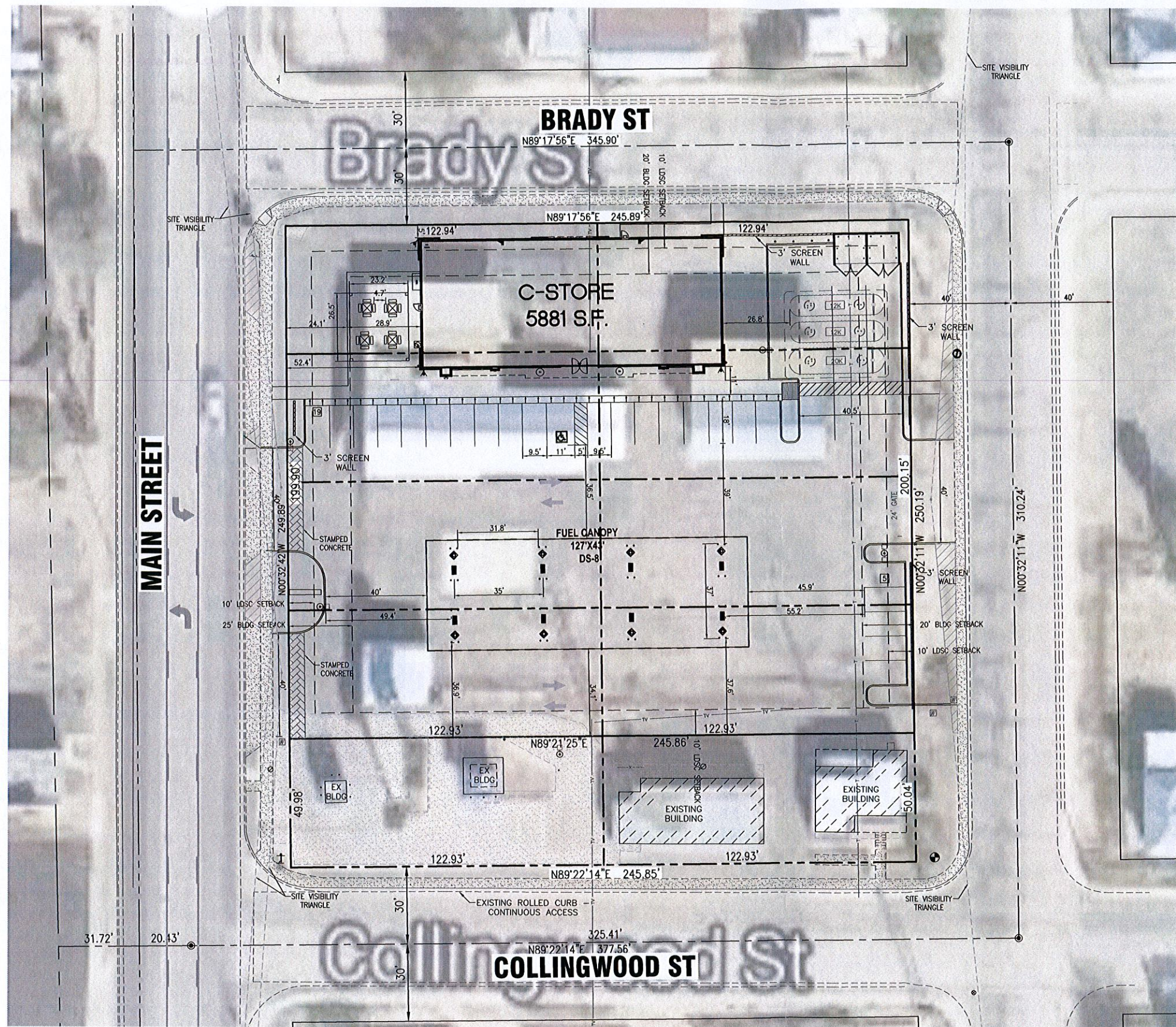
SHEET TITLE
SITE PLAN

SHEET **SP-1** OF **1**
PAGE
PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"



04.04.2016 - 1:09pm
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Oct 04, 2016 - 1:06pm
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7-13-16	REV SP

REVISIONS	
NO.	DATE

PROJECT NAME
CIRCLE K
 PROJECT ADDRESS
**255 S MAIN ST
 FLORENCE, AZ
 85132**

PROJECT AREA
MAIN & BRADY
 HELIX JOB NUMBER
237
 SHEET TITLE
SITE PLAN

IN HOUSE
 DRAWN BY: HXE
 CHECKED BY: SB
 SHEET OF
SP-1
 PLOT SCALE: 1:1 @ 24"x36"; 1:2.2 @ 11"x17"

