SAGUARO SPRINGS
COMMUNITY FACILITIES DISTRICT
BOARD OF DIRECTORS
MEETING NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 6, 2015 at or after 7:00 PM

Ed Honea, Chairman
Jon Post, Vice Chair
David Bowen, Board Member
Patti Comerford, Board Member
Herb Kai, Board Member
Carol McGorray, Board Member
Roxanne Ziegler, Board Member

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Saguaro Springs Community Facilities District Board and to the general public that the Saguaro Springs Community Facilities District Board will hold a meeting open to the public on October 6, 2015, at 7:00 PM located in the Council Chambers, of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT BOARD ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Speaking at Meetings

If you are interested in speaking to the Saguaro Springs CFD Board during the Call to the Public, you must fill out a speaker card located in the lobby outside the municipal complex and deliver it to the Clerk prior to the convening of the meeting.

All persons attending the Saguaro Springs CFD Board meeting, whether speaking or not, are expected to observe the Saguaro Springs CFD Board rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility
To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas
Copies of the Agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov, by clicking on Agendas and Minutes. For questions about the board meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT BOARD MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Saguaro Springs CFD Board on any issue within its jurisdiction, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Saguaro Springs CFD Board must complete a speaker card located in the lobby and deliver it to the District Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Saguaro Springs CFD Board may respond to criticism made by those who have addressed the Saguaro Springs CFD Board and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

BOARD ACTION

1. Resolution No. SSCFD 2015-03: A Resolution of the District Board of the Saguaro Springs Community Facilities District, Pima County, Arizona, approving and authorizing the Chair of the District Board or the District Manager to execute all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Springs Community Facilities District from and by Grayhawk Development and its related entities to and by D.R. Horton and its

related entities (Frank Cassidy)

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Saguaro Springs CFD Board may vote to go into executive session, which will not be open to the public, to discuss certain matters.

Pursuant to A.R.S. § 38-431.03 (A)(3), the Saguaro Springs CFD Board may ask for discussion or consultation for legal advice with the District Counsel concerning any matter listed on this agenda.

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

From: Frank Cassidy, Town Attorney

Date: October 6, 2015

Subject: Resolution No. SSCFD 2015-03: A Resolution of the District Board of the Saguaro Springs Community Facilities District, Pima County, Arizona, approving and authorizing the Chair of the District Board or the District Manager to execute all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Springs Community Facilities District from and by Grayhawk Development and its related entities to and by D.R. Horton and its related entities (Frank Cassidy)

Discussion:

On September 18, Grayhawk Development and its related entities sold its remaining holdings in the Saguaro Bloom development project to D.R. Horton. If adopted, the resolution presented by this item would authorize the District Board's Chair and the District Manager to sign any necessary or prudent documentation evidencing the Town's approval of the assignment, including without limitation the "Consent of District" section of the instrument attached as backup for this item entitled "Assignment and Assumption of Owner Rights under District Development, Financing Participation and Intergovernmental Agreement (Saguaro Springs Community Facilities District)."

Staff Recommendation:

Staff recommends adoption of Resolution No. SSCFD 2015-03.

Suggested Motion:

I move to adopt Resolution No. SSCFD 2015-03.

Attachments: Resolution 2015-03
SSCFD_Assignment_Agt

RESOLUTION NO. SSCFD 2015-03

A RESOLUTION OF THE DISTRICT BOARD OF THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CHAIR OF THE DISTRICT BOARD OR THE DISTRICT MANAGER TO EXECUTE ALL LEGAL INSTRUMENTS NECESSARY OR PRUDENT TO DOCUMENT, AUTHORIZE, AND CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS, TITLE, INTEREST, AND RESPONSIBILITIES RELATING TO THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT FROM AND BY GRAYHAWK DEVELOPMENT AND ITS RELATED ENTITIES TO AND BY D.R. HORTON AND ITS RELATED ENTITIES

WHEREAS the Saguaro Springs Community Facilities District (the "District") was formed on September 4, 2007, with the adoption by the Mayor and Common Council of the Town of Marana, Arizona, of Resolution No. 2007-152; and

WHEREAS the property which makes up the real property included within the Saguaro Springs Community Facilities District is the Saguaro Bloom (formerly Saguaro Springs) development project, which covers the geographic area depicted in the subdivision plat Saguaro Springs Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B, recorded in the office of the Recorder of Pima County, Arizona, at Book 58 of Maps and Plats, Page 23; and

WHEREAS Grayhawk Development, Inc., an Arizona corporation, and its related entities, MARANA LAND HOLDINGS, LLC, an Arizona limited liability company, and MARANA 670 HOLDINGS, LLC, an Arizona limited liability company, (all of which are collectively referred to in this resolution as "Grayhawk"), was the current master developer of the Saguaro Bloom development project; and

WHEREAS, on or about September 18, 2015, Grayhawk sold its remaining right, title, and interest in and to the Saguaro Bloom development project to D.R. Horton, Inc., a Delaware corporation, and its related entities (all of which are collectively referred to in this resolution as "D.R. Horton"); and

WHEREAS the District Board of the District (the "District Board") desires to facilitate the assignment and assumption of developer rights, title, interest, and responsibilities relative to the Saguaro Springs Community Facilities District from and by Grayhawk to and by D.R. Horton; and

WHEREAS the District Board finds that this resolution is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, that the Chair of the District Board and the District Manager are each hereby independently authorized and directed to execute for and on behalf of the Saguaro Springs Community Facilities District all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the District from and by Grayhawk to and by D.R. Horton, including without limitation any and all consents to assignment and estoppel certificates relating to agreements and legal instruments to which the District is a party or has a legal interest and which are determined by the District's legal counsel (as evidenced by execution of the "approved as to form" block on each legal instrument) not to materially change the rights and responsibilities of the District.

IT IS FURTHER RESOLVED that the District's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE DISTRICT BOARD OF THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, this 6th day of October, 2015.

_____
Ed Honea, District Board Chair

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Attorney for the District

WHEN RECORDED RETURN TO:

The Lenihan Law Firm, P.C.
1050 East River Road, Suite 300
Tucson, AZ 85718
Attn: Stephen J. Lenihan

ASSIGNMENT AND ASSUMPTION OF OWNER RIGHTS UNDER DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT)

This Assignment and Assumption of Owners Rights Under District Development, Financing Participation and Intergovernmental Agreement (Saguaro Springs Community Facilities District) (the "Assignment") is made as of this ___ day of September, 2015 (the "Effective Date") by and between Marana 670 Holdings, LLC, an Arizona limited liability company ("Assignor"), and D.R. Horton, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor, as "Owner," is a party to that certain District Development, Financing Participation and Intergovernmental Agreement (Saguaro Springs Community Facilities District) recorded on June 7, 2013, at Sequence 20131580460, Official Records of Pima County, Arizona (the "CFD Agreement").

B. Assignor and related parties conveyed to Assignee in three transactions all of the Property that was not otherwise dedicated or conveyed for public purposes.

C. Assignor desires to assign all of its rights, title, interest, privileges, duties, obligations and liabilities under the CFD Agreement to Assignee, and Assignee desires to accept such assignment, on the terms and conditions set forth herein, in accordance with Section 10.3(a) of the CFD Agreement.

AGREEMENTS

In consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein and in the Recitals above shall have the meanings ascribed thereto in the CFD Agreement.

2. Assignment. Assignor hereby grants, transfers, conveys and assigns to Assignee all of Assignor's rights, title, interest, privileges, duties, obligations and liabilities as the Owner

under the CFD Agreement, including, without limitation, Owner's right to request the issuance of Developer Bonds pursuant to the CFD Agreement. Following the Effective Date, all references to the Owner in the CFD Agreement shall be to Assignee.

3. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to observe and perform, as a direct obligation to the Municipality and the District, all duties, obligations and liabilities of the Owner under the CFD Agreement arising or occurring or to be performed on or after the Effective Date.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor for, from and against any and all actual or alleged liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or based upon Assignee's breach of any obligations or duties of the Owner under the CFD Agreement from and after the Effective Date. Assignor hereby agree to indemnify, defend and hold harmless Assignee for, from and against any and all actual or alleged liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or based upon Assignor's breach of any obligations or duties of the Owner under the CFD Agreement prior to the Effective Date.

5. Notices. For purposes of notices under the CFD Agreement, Assignee's name and address are the same as set forth in the CFD Agreement with respect to Assignee, in its capacity as the Builder, as defined therein.

6. Further Assurances. Assignor covenants that it will, at any time and from time to time following a written request therefor, execute and deliver to Assignee any additional or confirmatory instruments and take such further acts (including, without limitation, sending notices of this Assignment to the Association) as Assignee may reasonably request to evidence fully the assignment contained herein, so long as such instruments do not impose personal liability on Assignor.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which when taken together shall constitute one and the same instrument.

10. Attorneys' Fees. Should any litigation or administrative proceeding be commenced between the parties hereto concerning this Assignment, or the rights and duties of either party in relation thereto, the prevailing party in such litigation or proceeding, shall be entitled, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding.

11. Construction of Agreement. The provisions of this Assignment shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Assignment.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Marana 670 Holdings, LLC,
an Arizona limited liability company

By: Twin Peaks Development, Inc.,
an Arizona corporation, Sole Member

By:_____
Brian Baehr, Vice President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of September, 2015, by Brian Baehr, Vice President of Twin Peaks Development, Inc., an Arizona corporation, Sole Member of Marana 670 Holdings, LLC, an Arizona limited liability company, on behalf of such entities.

_____
Notary Public

My Commission Expires:

_____

ASSIGNEE:

D.R. Horton, Inc.,
a Delaware corporation

By:_____
Its:_____

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this __ day of September, 2015, by _____, _____ of D.R. Horton, Inc., a Delaware corporation, on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

CONSENT OF DISTRICT

The District hereby consents to the foregoing Assignment and confirms that Assignor, having conveyed its entire interest in the Property to Assignee, is relieved of all duties, obligations and liabilities under the CFD Agreement arising from and after the Effective Date. Further, the District agrees that so long as D. R. Horton, Inc., a Delaware corporation, is the "Owner" under the CFD Agreement, no separate "Guarantor" pursuant to Section 6.3 of the CFD Agreement will be required as a condition to the District Board taking any action to sell and issue Developer Bonds.

Saguaro Springs Community Facilities District

By:_____
Name:_____
Title:_____

APPROVED AS TO FORM:

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

_____
Frank Cassidy, District Counsel

APPROVED AS TO CONTENT:

_____
Gilbert Davidson, District Manager

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this __ day of September, 2015, by _____, _____ of the District Board of Saguaro Springs Community Facilities District, an Arizona community facilities district.

_____
Notary Public

My Commission Expires:

_____