

When recorded return to:

Zachary D. Sakas, Esq.  
Sherman & Howard L.L.C.  
7033 East Greenway Parkway, Suite 250  
Scottsdale, Arizona 85254

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## COMMUNITY FACILITIES DISTRICT ASSESSMENT COLLECTION AGREEMENT

This Community Facilities District Assessment Collection Agreement (this “Agreement”) is by and between the Treasurer of Maricopa County (the “*Treasurer*”) and the Cadence Community Facilities District (City of Mesa, Arizona) (the “*District*”).

### RECITALS

The District is a community facilities district formed pursuant to Arizona Revised Statutes, as amended (“A.R.S.”), Title 48, Chapter 4, Article 6 by the City of Mesa, Arizona. The Treasurer is the Treasurer of Maricopa County, Arizona (the “County”), within which the District is located.

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

1. **Definitions.** The terms defined in this paragraph 1 shall, for all purposes of this Agreement, have the meanings specified herein:

“*Annual Assessment Amount*” or “*Annual Assessment Amounts*” means, for any Assessment Parcel, the total amount, including principal, interest and fees, rounded to the nearest \$0.01, to be collected during the Assessment Year on the Assessment with respect to such Assessment Parcel as determined by the District.

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

“*Assessment Parcel*” or “*Assessment Parcels*” means those lots, parcels and pieces of real property identified by an Assessor’s Parcel Number and by a District Assessment Number which are subject to unpaid Assessments within the District.

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

“*Assessor’s Parcel Number*” means that number assigned by the Assessor of the County to identify any particular parcel of real property for property tax purposes on the tax roll.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Governing Law.** This Agreement shall be governed by, and enforceable in accordance with, the laws of the State of Arizona.

15. **Counterparts.** For convenience, this Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original and shall have the same force and effect as an original, but all of which together shall constitute the aggregate but one and the same instrument. This Agreement will constitute the entire agreement between the Treasurer and the District, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

16. **Effective Date.** This Agreement shall be effective upon recordation with the Recorder of the County.

**TREASURER OF MARICOPA COUNTY,  
ARIZONA**

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

Name: \_\_\_\_\_

**CADENCE COMMUNITY FACILITIES  
DISTRICT (CITY OF MESA)**

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

Name: \_\_\_\_\_

Its: Chairman, Board of Directors

**ATTEST:** \_\_\_\_\_  
District Clerk

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, the Treasurer of Maricopa County, Arizona.

(Seal and Expiration Date)

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

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as Chairman of the Board of Directors of  
Cadence Community Facilities District (City of Mesa, Arizona), an Arizona political subdivision  
and municipal corporation.

(Seal and Expiration Date)

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