

Assessments allocated and recorded with the County Recorder of Pinal County, Arizona, by means of this Agreement against the various parcels comprising the Assessed Property; provided, however, that the District Board may modify the Assessments after the Assessments have been legally assessed to correspond to subsequent changes in the development of the affected property but in no case shall the Assessments be reduced below a total necessary to provide for debt service for the corresponding Assessment Bonds.

(D) The Assessed Property shall receive benefits from the Work equal to not less than the Assessments as so allocated to the parcels into which the Assessed Property is or is to be divided and that the Assessments shall be final, conclusive and binding upon the Owners whether or not the Work is completed in substantial compliance with the Work Plans and Specifications.

(E) In the event of nonpayment of any of the Assessments, the procedures for collection thereof and sale of the applicable portion of the Assessed Property prescribed by Sections 48-601 through 48-607, Arizona Revised Statutes, as amended, shall apply, as nearly as practicable, except that neither the District nor the Municipality is required to purchase any of the Assessed Property at the sale if there is no other purchaser.

(F) To prepay in whole or in part the applicable portion of any of the Assessments, the following shall be paid in cash to the District: (I) the interest on such portion to the next date Bonds may be redeemed plus (II) the unpaid principal amount of such portion rounded up to the next highest multiple of \$1,000 plus (III) any premium due on such redemption date with respect to such portion plus (IV) any administrative or other fees charged by the District with respect thereto less (V) the amount by which the reserve described in Section 4.3(f)(2) may be reduced on such redemption date as a result of such prepayment.

(G) The Owners hereby acknowledge that lenders and other parties involved in financing future improvements on the Assessed Property (including mortgages for single family residences) may require that liens associated with the Assessments (or applicable portions thereof) be paid and released prior to accepting a lien with respect to any such financing.

(2) (A) By an amendment hereto upon terms determined by the District Board, the Owners shall agree that they have reviewed the Estimate and the Work Plans and Specifications and approve the same.

(B) This Agreement shall be construed to be an express consent by the Owners that (I) the District may, with respect to the Assessed Property, incur costs and expenses necessary to complete the Work and (II) the District may levy and collect the Assessments in amounts sufficient to pay the Financeable Amount, including the Work, but not in excess of the Financeable Amount.

(C) The mailing to the governing body of the Municipality of the Estimate and the Work Plans and Specifications in the form of the First Report pursuant to Section 48-715, Arizona Revised Statutes, as amended, shall satisfy the filing requirements of Section 48-577, Arizona Revised Statutes, as amended, and the publication of the notice of hearing on the First Report pursuant to Section 48-715, Arizona Revised Statutes, as amended, shall satisfy the publication and posting requirements of Section 48-578, Arizona Revised Statutes, as amended.

(3) Notwithstanding that Section 32-2181(I), Arizona Revised Statutes, as amended, may be construed to prevent any waiver of the right to appear before the District Board on any hearing required at or prior to the confirmation of the Assessments, the Owners instead hereby request that the District Board hold hearings on any protests with respect to the Work and