
JOINT COMMUNITY FACILITIES AGREEMENT

among

CITY OF BEAUMONT

and

BEAUMONT-CHERRY VALLEY WATER DISTRICT

and

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

relating to

COMMUNITY FACILITIES DISTRICT NO. 2023-1 (FAIRWAY CANYON)
OF THE CITY OF BEAUMONT

AND

COMMUNITY FACILITIES DISTRICT NO. 2024-__ (FAIRWAY CANYON PHASE 4C)
OF THE CITY OF BEAUMONT

JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the "Agreement") dated as of _____, 2024, by and among the CITY OF BEAUMONT, a political subdivision of the State of California (the "City"), the BEAUMONT-CHERRY VALLEY WATER DISTRICT (the "Water District"), and MERITAGE HOMES OF CALIFORNIA, INC., a California corporation (the "Company"), and relates to Community Facilities District No. 2023-1 (Fairway Canyon) of the City of Beaumont ("CFD No. 2023-1") and Community Facilities District No. 2024-__ (Fairway Canyon Phase 4C) of the City of Beaumont ("CFD No. 2024-__" and, with CFD No. 2023-1, the "CFDs") for the purpose of financing certain facilities to be owned and operated by the Water District, consisting of the potable water and non-potable water improvements described in Exhibit B hereto (the "Water District Facilities").

RECITALS:

A. The Company is the developer of the land described in Exhibit A hereto (the "Property") which is located in the City of Beaumont, County of Riverside, and consists of all the property located within CFD No. 2023-1 and CFD No. 2024-__.

B. The Company, as the developer of the Property, and pursuant to a Water Main Extension and Facilities Construction Agreement for Tract 31462–Phase 4B Non-Potable Infrastructure (Oak Valley Parkway) with the Water District dated _____ and a Water Main Extension and Facilities Construction Agreement for Tract 31462–Phase 4B Potable Infrastructure (Oak Valley Parkway) with the Water District dated _____ (each, a "Service Agreement" and, collectively, the "Service Agreements") intends to construct the Water District Facilities for acquisition by the Water District. Each of the Water District Facilities shall be referred to herein as an "Acquisition Facility" and collectively referred to as the "Acquisition Facilities."

C. The City Council of the City (the "City Council") has formed CFD No. 2023-1 and the Company has requested that the City form CFD No. 2024-__ pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"). The City has the sole responsibility for administration of the CFDs.

D. The provision of the Water District Facilities is necessitated by the development of the Property and the parties hereto find and determine that the residents residing within the boundaries of the Water District, the City and the CFDs will be benefited by the construction and/or acquisition of the Water District Facilities and that this Agreement is beneficial to the interests of such residents.

E. The parties hereto intend to have the CFDs assist in financing the construction and/or acquisition of the Water District Facilities by disbursing proceeds of special taxes of the CFD and bonds issued by the CFDs.

F. The Water District is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the Water District Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among the Water District, the Company and the City, pursuant to which the CFDs will be authorized to finance the construction and/or acquisition of the Water District Facilities.

G. The parties hereto intend to have the CFDs assist in financing the Water District Facilities by transferring to the Company (with respect to the Acquisition Facilities) a portion of the special tax and bond proceeds of one or both CFDs, in accordance with the terms of this Agreement and pursuant to the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Sale of Bonds and Use of Proceeds. The purpose of this Agreement is to provide a mechanism by which the Company may request either or both CFD No. 2023-1 or CFD No. 2024-__ to levy special taxes and issue bonds to provide funds to finance the Water District Facilities. In the event that special tax and bond proceeds are not available to finance the Water District Facilities, the Company shall remain obligated to construct the Water District Facilities pursuant to the Service Agreements.

The bonds shall be issued only if, in its sole discretion, the City Council determines that all requirements of state and federal law and all City policies with respect to the issuance of the bonds have been satisfied or have been waived by the City. In no event shall the Company or the Water District have a right to compel the issuance of the bonds or the disbursement of bond proceeds to fund the Water District Facilities except in accordance with this Agreement.

3. Disbursements.
 - (a) Bond proceeds of a CFD designated for the Water District Facilities shall be held by the CFD in a special fund (the "Water District Facilities Account of the Acquisition and Construction Fund") which shall be invested by the City and earn and accumulate its own interest. In the event that the CFD has deposited bond proceeds to the Water District Facilities Account of the Acquisition and Construction Fund, the City shall notify the Water District and the Company, in writing, as to the amount of bond proceeds so deposited and the yield on the bonds. All interest earnings on amounts in the CFD's Water District Facilities Account of the Acquisition and Construction Fund shall remain in the Water District Facilities Account and will be available for disbursement for the Water District Facilities as described below.
 - (b) The City shall make disbursements from the Water District Facilities Account of the Acquisition and Construction Fund in accordance with the terms of this Agreement and neither the City nor the Water District shall be responsible to the Company for costs incurred by the Company as a result of withheld or delayed payments.

With respect to each Acquisition Facility, upon its completion and acceptance pursuant to the terms of this Agreement, and the Water District's receipt and approval of an Acquisition Facility Payment Request from Company for the Acquisition Facility in the form attached hereto as Exhibit C (an "Acquisition Facility Payment Request") and pursuant to the terms of Section 6 below, the Water District shall request a disbursement of bond proceeds to the Company in an amount equal to the Actual Cost (defined below) of the Acquisition Facility (an "Acquisition Facility Disbursement Request"). Such Acquisition Facility Disbursement Request shall be in the form attached hereto as Exhibit C-1.

4. Construction and Ownership of Facilities. The Acquisition Facilities shall be designed, constructed and inspected in accordance with the terms of the applicable Service Agreement and Section 5 below. The Water District Facilities shall be and remain the property of the Water District. The Company shall comply with the bonding requirements of the applicable Service Agreement for the Acquisition Facilities. Title for each Acquisition Facility shall be conveyed pursuant to the applicable Service Agreement.

5. Design and Construction of Acquisition Facilities.

(a) Design. Company and its design engineer shall consult with the Water District's Engineering Department at regular intervals as prescribed by said department as design progresses for each Acquisition Facility. Upon completion of the design of each Acquisition Facility to the satisfaction of the Water District and when Company has paid to the Water District all applicable plan checking and building permit fees, the Water District shall notify Company that the design of the Acquisition Facility is complete and acceptable to the Water District.

(b) Construction. Upon completion of the design of an Acquisition Facility as specified in Section 5(a) hereof and upon receiving written authorization from the Water District to proceed with the construction of the Acquisition Facility to be constructed by Company, or any part thereof, Company shall proceed to obtain bids for the construction of such Acquisition Facility and shall construct the Acquisition Facility in accordance with the requirements of Section 5(c) hereof.

Company shall cause the Acquisition Facility to be constructed in an expeditious manner so that construction of all such Acquisition Facilities shall be completed in a timely manner or such modification thereof as the Water District and Company may agree to; provided, however, that the construction of the Acquisition Facilities shall proceed and be completed so that the proceeds of the bonds may be expended for the acquisition and construction of the Acquisition Facilities within three years from the date of their issuance.

(c) Public Works Requirements. In order to insure that the Acquisition Facilities will be constructed as if they had been constructed under the direction and supervision, or under the authority of, the Water District, so that they may be acquired by the District pursuant to Section 53313.5 of the Government Code, Company shall comply with all of the following requirements:

(1) The plans and specifications and the bidding and contract documents shall be approved by the Water District's Engineer Department, and all such documents shall conform to the procurement and bidding requirements of the Water District with respect to public works projects.

(2) Company shall advertise for bids for the construction with the standard procedures and requirements of the Water District with respect to its public works projects.

(3) Company shall require, and the specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of the Water District with respect to the construction of its public works projects.

(4) The contract or contracts for the construction of each Acquisition Facility shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of such Acquisition Facility.

(5) Said contractors shall be required to furnish labor and material payment bonds and contract performance bonds in amount equal to one hundred percent (100%) of the contract price naming Company and the Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by counsel to the Water District. Rather than requiring its contractors to provide such bonds, Company may elect to provide same for the benefit of its contractors.

(6) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Acquisition Facilities which they will construct in conformance with the Water District's standard procedures and requirements.

(7) Company and all such contractors shall comply with such other requirements relating to the construction of the Acquisition Facilities which the Water District may impose by written notification delivered to Company and each such contractor prior to the receipt of bids by Company for the construction of such Acquisition Facilities or during the progress of construction thereof. Changes in plans and specifications of the Acquisition Facilities shall be allowed prior to the receipt of bids by Company or upon a change order as may be necessary. Company shall provide proof to the Water District, at such intervals and in such form as the Water District may require, that the foregoing requirements have been satisfied as to all of the Acquisition Facilities to be constructed by Company.

(d) Inspection and Approval of Construction. The Water District shall provide such level of inspection of the progress of the construction of the Acquisition Facilities to be constructed by Company as it deems necessary, and its inspectors shall have access to the construction sites at all times for purposes of conducting their inspection. Company and its contractors shall cooperate in every way with the Water District and its inspectors to ensure that they are afforded an adequate opportunity to inspect each and every phase of the progress of construction of each such Acquisition Facility. Upon completion of the construction of an Acquisition Facility constructed by Company and upon receipt of written notification from its inspectors that construction thereof has been completed in accordance with the plans and specifications therefor and the Water District's standard requirements, and satisfactory proof, based on the records of Company and the Water District and such certifications as the Water District may require, that the requirements of Section 5(c) hereof have been satisfied, the Water District shall notify Company in writing that the construction of such Acquisition Facility has been satisfactorily completed. Upon receiving such notification, Company shall forthwith file with the County Recorder of the County of Riverside a Notice of Completion pursuant to the provisions of Section 2093 of the Civil Code. Company shall furnish to the Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. The costs incurred by the Water District in inspecting and approving the construction of the Acquisition Facilities shall be paid or reimbursed from the amounts deposited by Company or, at the election of the Water District, from the proceeds of the sale of the bonds of the District.

(e) Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code, Company shall provide to the Water District such evidence or proof as the Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Acquisition Facilities constructed by Company have been paid, that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

(f) Insurance. Company shall procure and provide the following insurance policies, in a form acceptable to the Water District, naming the Water District, the District and their officers, agents and employees as additional insureds, to the extent permitted by law: such policies shall remain in effect until construction of all of the Acquisition Facilities by Company is completed and acceptance thereof by the Water District has occurred.

Before awarding a contract for the construction of any Acquisition Facility, Company shall provide the Water District with a certificate of insurance and endorsement as to such insurance, in a form acceptable to the Water District, and Company shall provide the Water District with a new certificate of insurance with respect thereto upon each renewal of such insurance policy.

Prior to awarding a contract for the construction of any Acquisition Facility to be constructed by Company, Company shall also furnish to the Water District a certificate of insurance evidencing that Company has procured and has in force a current policy of workers' compensation insurance in compliance with California law as to all workers to be employed by Company in connection with the design and construction of the Acquisition Facility. Company shall require each person, firm or corporation with whom it contracts in connection with the design and construction of the Acquisition Facilities to provide and maintain such workers' compensation insurance and a broad form comprehensive general liability insurance policy in the amount hereinabove specified and in a form acceptable to the Water District. Upon request, Company shall provide to the Water District proof, in a form acceptable to the Water District, that each contractor with whom it contracts has procured and is maintaining such insurance.

Notwithstanding the preceding provisions of this section, if the contractors with whom Company contracts for the construction of the Acquisition Facilities provide the insurance policies herein required in a form acceptable to the Water District and which name the Water District, the District and their officers, agents and employees as additional insureds, Company shall be relieved of its obligation under this section to provide such insurance coverage so long as such contractor or contractors have maintained such insurance policies; provided, however, that should any such contractor at any time fail to provide or maintain any insurance policy required by this section or in a form required by this section, Company's obligation under this section shall continue as to such insurance policy.

(g) Property Ownership of Facilities. Notwithstanding the fact that some of the Acquisition Facilities to be constructed by Company may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated or offered for dedication to the City of Beaumont, such Acquisition Facilities shall be and remain the property of Company until they are accepted by the Water District pursuant to the applicable Service Agreement.

6. Payment of Actual Costs of Acquisition Facilities. In order to receive reimbursement of the "Actual Cost" of an Acquisition Facility, Company shall deliver to the General Manager an Acquisition Facility Payment Request together with all attachments and exhibits required to be included therewith. For purposes of this Agreement, the "Actual Cost" of each Acquisition Facility shall mean (i) the costs incurred by Company for the construction of the

Acquisition Facility including labor, material and equipment costs; (ii) the costs incurred by Company in designing and preparing the plans for the Acquisition Facility and the related costs of environmental evaluation of the Acquisition Facility; (iii) the fees paid to governmental agencies for obtaining permits, licenses or other governmental approvals for the Acquisition Facility; (iv) a construction and project management fee of five percent (5%) of the costs described in clause (i) above incurred for the construction of the Acquisition Facility; (v) professional costs incurred by Company or the Water District associated with the Acquisition Facility, such as engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; (vi) costs directly related to the construction and/or acquisition of the Acquisition Facility, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder); and (vii) costs of any real property or interest therein acquired from a third party, which real property or interest therein is either necessary for the construction of the Acquisition Facility (e.g., temporary construction easements, haul roads, etc.) or is required to be conveyed with such Acquisition Facility in order to convey acceptable title thereto to the Water District.

Upon receipt of an Acquisition Facility Payment Request (and all accompanying documents), the General Manager or his designee shall conduct a review in order to confirm that such request is complete and to verify and approve the Actual Cost of the Acquisition Facility. The General Manager or his designee shall also conduct such review as is required in his discretion to confirm the matters certified in the Acquisition Facility Payment Request. Company agrees to cooperate with the General Manager or his designee in conducting each such review and to provide the General Manager or his designee with such additional information and documentation as is reasonably necessary for the General Manager or his designee to conclude each such review. Within 20 business days of receipt of the Acquisition Facility Payment Request, the General Manager or his designee expects to review the request for completeness and notify Company whether such Acquisition Facility Payment Request is complete and, if not, what additional documentation must be provided. If such Acquisition Facility Payment Request is complete, the General Manager or his designee expects to provide a written approval or denial (specifying the reason for any denial) of the Acquisition Facility Payment Request within 30 days of its submittal.

Upon approval of the Acquisition Facility Payment Request by the General Manager or his designee, the General Manager or his designee shall sign an Acquisition Facility Disbursement Request in the form attached hereto as Exhibit C-1 and forward the same to the District. Notwithstanding anything in this Agreement, if the Company is to be reimbursed by the Water District for a portion of the Actual Cost of an Acquisition Facility, the amount to be funded pursuant to the Acquisition Facility Payment Request shall equal the Actual Cost less the reimbursed amount.

7. Indemnification. The Company shall assume the defense of, indemnify and save harmless, the City, Water District, their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Company with respect to this Agreement, and the construction of the Water District Facilities. No provision of this Agreement shall in any way limit the extent of the Company's responsibility for payment of damages resulting from the operations of the Company and its contractors; provided, however, that the Company shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their agents or employees.

8. Allocation of Special Taxes. The City Council, as the legislative body of the CFDs, shall annually levy a special tax as provided for in the formation proceedings of each CFD. The entire amount of any special tax levied by the CFDs to repay bonds, or to fund other obligations, shall be allocated at the discretion of the District.

9. Amendment. This Agreement may be amended at any time but only in writing signed by each party hereto.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

11. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

City/District: City of Beaumont
550 East 6th Street
Beaumont, CA 92223
Attn: City Manager, City Clerk

Beaumont-Cherry Valley
Water District: Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223
Attn:

Company: Meritage Homes of California, Inc.
5 Peters Canyon Road, Suite 310
Irvine, CA 92606
Attn: Efrem Joelson, Forward Planning Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties hereto.

12. Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

13. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

14. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Riverside, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

15. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other parties hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other parties with the terms of this Agreement thereafter.

16. No Third Party Beneficiaries. No person or entity other than CFD No. 2023-1 and CFD No. 2024-___, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Water District, the City, the CFDs and the Company (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Assignment. The Company may assign all or any of its rights pursuant to this Agreement to a purchaser of all or any portion of the Property. Such a purchaser and assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the Water District, City and Company, in a form reasonably acceptable to the Water District, Company and the City, whereby such rights assigned are specified and such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Company pursuant to this Agreement and to be bound thereby.

18. Termination. This Agreement shall terminate and be of no further force or effect upon the earlier of (i) ten (10) years following the issuance of building permits for all dwelling units expected to be built within both CFDs, (ii) the funding of all Water District Facilities pursuant to this Agreement, or (iii) December 31, 2035. Notwithstanding the foregoing, this Agreement shall not terminate pursuant to (iii) of the previous sentence if, on December 31, 2035, all of the building permits within the CFDs have been pulled, construction within the CFDs, as contemplated by the parties hereto, is ongoing, and the Company has not yet been fully reimbursed for Water District Facilities pursuant to Section 3(e) above.

19. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

[SIGNATURE PAGES FOLLOW]

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

CITY OF BEAUMONT, a political subdivision of the State of California

By: _____
City Manager

ATTEST:

By: _____
_____, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF BEAUMONT

By: _____
_____, City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By: _____
Its: General Manager

ATTEST:

By: _____
Its: _____, Board Secretary

APPROVED AS TO FORM:

By: _____
Its: _____, General Counsel

MERITAGE HOMES OF CALIFORNIA, INC., a
California corporation

By: _____
Its: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Beaumont, County of Riverside, State of California, described as follows:

EXHIBIT B

DESCRIPTION OF WATER DISTRICT FACILITIES

The Acquisition Facilities include:

| IMPROVEMENT | DESCRIPTION |
|---|--|
| 1. Oak Valley Pkwy (Potable) | 4,170 LF of 18-in. Pipeline (2650 PZ) 4,150 LF of 24-in. Pipeline (2520 PZ) |
| 2. Oak Valley Pkwy (Non-Potable) | 4,120 LF of 18-in. Pipeline (2600 PZ) |
| 3. Sorenstam Drive Potable Infrastructure | 3,190 LF of 12-in. Pipeline (2520 PZ) |
| 4. Oak Valley Pkwy (Non-Potable) | 1,010 LF of 12-in. Pipeline (2400 PZ) |

EXHIBIT C

ACQUISITION FACILITY PAYMENT REQUEST FORM

The undersigned, _____, a duly authorized representative of Company, hereby requests payment of the Actual Costs of the Acquisition Facility/ies described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Joint Community Facilities Agreement, dated as of _____, 2024 (the Agreement”), by and among the City of Beaumont (the “City”), the Beaumont-Cherry Valley Water District (the “Water District”) and Meritage Homes of California, Inc., a California corporation (“Company”). In connection with this Acquisition Facility Payment Request, the undersigned hereby represents and warrants to the Water District as follows:

1. He (she) is a duly authorized representative of Company qualified to execute this request for payment on behalf of Company and knowledgeable as to the matters set forth herein.
2. The Acquisition Facility for which payment is being sought under this payment request have been substantially completed in accordance with the Agreement.
3. The true and correct Actual Cost of the Acquisition Facility is set forth in Attachment A.
4. Attached hereto are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the Water District to verify the Actual Cost of the Acquisition Facility.
5. There has not been filed with or served upon Company notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen’s or mechanics’ liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.
6. Company is in compliance with the terms and provisions of the Agreement.

The Actual Cost of the Acquisition Facility shall be payable from the Water District Facilities Account established pursuant to the Agreement.

I hereby certify that the above representations and warranties are true and correct.

Dated: _____

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ATTACHMENT A

Actual Cost of Acquisition Facility

EXHIBIT C-1

ACQUISITION FACILITY DISBURSEMENT REQUEST FORM

(Acquisition Facility)

1. Beaumont-Cherry Valley Water District ("BCVWD") hereby requests that, in accordance with the terms of the Joint Community Facilities Agreement by and among BCVWD, Meritage Homes of California, Inc. and the City of Beaumont ("City") dated _____, 2024 (the "JCFA"), Community Facilities District No. _____ of the City ("CFD") disburse from the Water District Facilities Account of the Acquisition and Construction Fund the sum set forth in 3 below.

2. The undersigned certifies that the amount requested is with respect to one or more Acquisition Facilities.

3. Amount requested: \$_____

4. The name and address of the person or entity to whom payment is to be made is as follows:

5. The full amount to be paid constitutes costs of one or more Acquisition Facilities and has not been the subject of a prior BCVWD payment request. Such Acquisition Facility/ies was/were constructed in accordance with the JCFA and, as such, BCVWD has determined it was constructed as if it had been constructed under the direction and supervision, or under the authority of, BCVWD.

Meritage Homes of California, Inc.,
a California corporation

By: _____
Name: _____
Title: _____
Date: _____

Beaumont-Cherry Valley Water District

By: _____
Name: _____
Title: _____
Date: _____