

**CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE)**

FIRST AMENDMENT TO ACQUISITION AGREEMENT

THIS FIRST AMENDMENT TO ACQUISITION AGREEMENT (the “First Amendment”) is entered into effective as of the ___ day of _____, 2025, by and among the CITY OF BEAUMONT, acting for and on behalf of itself and the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2016-3 (SUNDANCE) (the “Community Facilities District” or “CFD”) and TRI PINTE HOMES IE-SD, INC., a California corporation (the “Developer”), and amends that certain Acquisition Agreement, dated AS OF May 1, 2025 (the “Original Agreement” and together with this First Amendment, the “Agreement”).

RECITALS:

WHEREAS, the City, the District and the Developer entered into the Original Agreement to provide for, among other matters, the financial and other obligations and responsibilities related to the formation of the Community Facilities District and the improvements to be financed by the Community Facilities District; and

WHEREAS, Section 9.12 of the Original Agreement provides that the parties thereto may amend the Original Agreement in writing signed by each Party thereto; and

WHEREAS, such parties desire to amend Exhibit A to the Original Agreement as set forth herein to include certain additional improvements to be financed by the Community Facilities District; and.

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. Amendment to Exhibit A. The Exhibit A to the Original Agreement is hereby amended and replaced in its entirety with the Exhibit A hereto:
3. Incorporation into Original Agreement. Except as expressly amended hereby, all provisions of the Original Agreement remain in full force and effect, and this First Amendment is incorporated as a part of the Original Agreement to comprise the Agreement in effect as of the date hereof.
4. 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.

CITY OF BEAUMONT

By: _____
Elizabeth Gibbs
City Manager

ATTESTED:

Deputy City Clerk

CITY OF BEAUMONT COMMUNITY FACILITIES
DISTRICT NO. 2016-3 (SUNDANCE)

By: _____
Elizabeth Gibbs
City Manager

ATTESTED:

Deputy City Clerk

TRI POINTE HOMES IE-SD, INC.,
a California corporation

By: _____
Mike Taylor
Division President

EXHIBIT A

DESCRIPTION OF FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR ACQUISITION FROM THE OWNER

1. City Park improvements – Estimated cost of **\$1,500,000**
2. Planning Area 14 – retention/detention basin improvements – Estimated cost of **\$750,000**
3. Brookside Avenue – engineering and road improvements – Estimated cost of **\$1,365,000**
4. Oak Valley Parkway street improvements and rehabilitation – Estimated cost of **\$695,500**
5. Oak Valley Parkway landscaping – Estimated cost of **\$176,500**
6. Cherry Avenue Soft Costs – Estimated cost of **\$1,158,157**
7. Storm Drain/Sewer improvements for Tournament Hills – Estimated cost of **\$1,180,000**
8. Brookside Avenue – additional improvements/soft costs – Estimated cost of **\$1,365,000**
9. Oak Valley Parkway – additional street improvements– Estimated cost of **\$600,000**