

**PETITION TO THE CITY COUNCIL OF THE CITY OF
BEAUMONT REQUESTING INSTITUTION OF
PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY
FACILITIES DISTRICT (CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(FAIRWAY CANYON 4C))**

1. The undersigned (the “Owner”) is the owner of more than 10% of the land depicted in Exhibit A hereto (the “Property”), which land is expected to be all of the land included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the City of Beaumont (the “City”) in the County of Riverside.

2. The Owner requests that the City Council of the City (the “City Council”) institute proceedings to establish a community facilities district to be known as “City of Beaumont Community Facilities District No. 2025-1 (Fairway Canyon 4C)” (referred to herein as the “District”) pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the “Mello Roos Community Facilities Act of 1982” (the “Act”), to include all of the Property.

3. The boundaries of the territory which is proposed for inclusion in the District is that depicted in Exhibit A hereto.

4. The Owner requests that the proposed District be used to finance the construction, purchase, modification, expansion and/or improvement of roadway, bridge, sewer, domestic and reclaimed water, dry utilities, storm drain, curb and gutter, medians, traffic signals, parks, trails, police facilities, fire facilities, library facilities, public community facilities, and any other facilities permitted pursuant to the Act, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure including design, engineering and planning costs associated therewith (the “Facilities”) and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

a. The cost of engineering, planning and designing the Facilities;

b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and

c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

5. The Owner further requests that the City Council authorize the levy of special taxes in the District to pay the costs of the Facilities and the incidental costs described in paragraph 4 above (the “Special Tax”) and to pay principal of, interest and premium, if any, on the bonds in order to contribute to the financing of the Facilities and costs described in paragraph 4 above.

6. The Owner further requests that, upon the sale of bonds, the City Council, as legislative body of the District, annually levy Special Taxes on the property within the District for the construction, acquisition and rehabilitation of the Facilities, for the payment of the aggregate amount of principal of and interest owing on the bonds in each fiscal year, including the maintenance of reserves therefor, and for the payment of administrative expenses of the District.

7. The Owner has advanced to the City the amounts necessary to pay for the costs related to the formation of the District, which amounts will be reimbursed, without interest, from the proceeds of the first sale of the bonds, if any. The reimbursement of such amounts is to be governed by the terms of that certain Reimbursement Agreement entered into by and between the City and the Owner relating to the District. If bonds are not sold, the City will have no obligation to reimburse amounts expended for costs incurred, but will reimburse any unexpended amounts advanced by the Owner as set forth in the Reimbursement Agreement.

Dated: October __, 2025

MERITAGE HOMES OF CALIFORNIA, a
California corporation

By: _____
Name: _____
Its: _____

EXHIBIT A

BOUNDARY MAP

