

## JOINT COMMUNITY FACILITIES AGREEMENT

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the “**Agreement**”) is entered into effective as of the 1<sup>st</sup> day of June, 2026, by and among THE CITY OF MURRIETA, a general law city organized and existing under the laws and Constitution of the State of California (“**City**”), the WESTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing pursuant to Division 20 of the California Water Code (“**WMWD**”), and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company (“**Developer**”). This Agreement is being made in connection with and for the purpose of financing certain public facilities to be owned, operated or maintained by WMWD from proceeds of bonds issued by Community Facilities District No. 2026-1 (Gierson Ranch) of the City (the “**CFD**”). Capitalized terms used in the Agreement that are not defined in this preamble or in the Recitals shall have the meanings given such terms in Section 2 of this Agreement.

### R E C I T A L S:

A. The property depicted in Exhibit “A” hereto, which is located in the City of Murrieta, State of California, constitutes the land within the boundaries of the CFD (the “**Property**”). The Property is described in Exhibit “B” hereto.

B. Developer intends to develop the Property into approximately 107 dwelling units pursuant to Tract Map 39271 (“**Project**”).

C. The City is forming, or has formed, the CFD for the purpose of financing, among other things, certain facilities to be owned, operated or maintained by the City as well as facilities to be owned and operated by WMWD (the “**WMWD Facilities**”) in satisfaction of the payment of WMWD Fees (defined herein).

D. In conjunction with the issuance of building permits for the construction of homes on the Property and/or receipt of water meters for such homes, the Developer has elected to advance WMWD Facilities costs in satisfaction of payment of WMWD Fees (the “**Advances**”) before CFD Proceeds are available in sufficient amounts to pay for WMWD Facilities. In such case, the Developer (i) shall be entitled to reimbursement of such Advances solely from CFD Proceeds allocated to WMWD by the City and (ii) shall be deemed to have satisfied WMWD Fees in the amount of such Advances which would otherwise be due to WMWD for WMWD Facilities, all as further described herein.

E. The City will have sole discretion and responsibility for the administration of the CFD.

F. The City is authorized by Section 53313.5 of the Act to assist in the financing of the acquisition and/or construction of the WMWD Facilities. This Agreement constitutes a joint community facilities agreement, within the meaning of Section 53316.2 of the Act, by and among WMWD, the City (on behalf of itself and the CFD) and the Developer, pursuant to which the CFD will be authorized to finance the acquisition and/or construction of all or a portion of

the WMWD Facilities. As authorized by Section 53316.6 of the Act, responsibility for constructing, providing for and operating the WMWD Facilities is delegated to WMWD.

G. The Parties hereto find and determine that the residents residing within the boundaries of WMWD, the City and the CFD will be benefited by the construction and/or acquisition of the WMWD Facilities and that this Agreement is beneficial to the interests of such residents.

## **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. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.
  - a. “**Act**” means 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.
  - b. “**Advances**” means an amount paid by Developer for WMWD Facilities in satisfaction of payment of WMWD Fees prior to the availability of sufficient CFD Proceeds.
  - c. “**Agreement**” means this Joint Community Facilities Agreement, dated as of June 1, 2026, by and among WMWD, the City (for itself and on behalf of the CFD), and the Developer.
  - d. “**Bond Proceeds**” shall mean those net funds generated by the sale of the Bonds and investment earnings thereon.
  - e. “**Bond Resolution**” means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.
  - f. “**Bonds**” shall mean those bonds, or other securities, issued by, or on behalf of the CFD in one or more series, as authorized by the qualified electors within the CFD.
  - g. “**CFD**” means Community Facilities District No. 2026-1 (Gierson Ranch) of the City of Murrieta.
  - h. “**CFD Proceeds**” shall mean one or more of the following sources of funds: (i) Bond Proceeds; (ii) any prepayments of special taxes in the CFD that are to be applied to authorized facilities of the CFD, including WMWD Facilities, pursuant to the Rate and Method; and (iii) the proceeds of special taxes levied to pay directly for WMWD Facilities.

i. **“Developer”** means Century Communities of California, LLC, a Delaware limited liability company, and its successors and assigns.

j. **“Disbursement Request”** means a request for payment relating to WMWD Facilities in the form attached hereto as Exhibit “D.”

k. **“Other Facilities Accounts of the Improvement Fund”** means the funds, accounts or sub-accounts of the CFD (regardless of their designation within the Bond Resolution or otherwise) into which the CFD Proceeds may be deposited in accordance with the Bond Resolution to finance WMWD Facilities.

l. **“Party”** or **“Parties”** shall mean anyone or all of the parties to this Agreement.

m. **“Project”** means the development by the Developer of approximately 107 residential units on the Property.

n. **“Property”** means the property that is contemplated to be in the CFD, as depicted in Exhibit “A” attached hereto and described in Exhibit “B” attached hereto.

o. **“Rate and Method”** means the Rate and Method of Apportionment of the Special Tax for the CFD.

p. **“Special Taxes”** means the special taxes authorized to be levied and collected within the CFD pursuant to the Rate and Method.

q. **“State”** means the State of California.

r. **“WMWD”** means the Western Municipal Water District, a public agency organized and existing pursuant to Division 20 of the California Water Code.

s. **“WMWD Facilities”** means those water and sewer facilities which are eligible to be funded with WMWD Fees.

t. **“WMWD Fees”** means water capacity charge, meter fees, and sewer capacity fees and all components thereof imposed by WMWD upon the Property.

u. **“WMWD Representative”** means the WMWD General Manager or his designee.

3. Formation of the CFD. The City has formed, or is in the processing of forming, the CFD to finance the WMWD Facilities and other facilities. The Developer has requested that the City and WMWD enter into this Agreement in order to finance costs related to the WMWD Facilities.

4. Use of CFD Proceeds. The City and the Developer shall, from time to time as CFD Proceeds become available, determine the amount of CFD Proceeds to be deposited in the Other Facilities Accounts of the Improvement Fund and each subaccount thereof.

5. Disbursements for WMWD Facilities.

a. Upon the funding of the Other Facilities Accounts of the Improvement Fund, the City shall notify WMWD of the amount of CFD Proceeds to be reserved to fund WMWD Facilities and WMWD may execute and submit a Disbursement Request for payment to the City requesting disbursement of such amount from the Other Facilities Accounts of the Improvement Fund to the extent such funds are available in the Other Facilities Accounts of the Improvement Fund. Upon WMWD's receipt of funds pursuant to such Disbursement Request, Developer shall receive reimbursement of the Advances from WMWD to the extent of the amount of CFD Proceeds received for WMWD Facilities. Upon such notice and WMWD's receipt of such disbursement relating to WMWD Facilities, Developer shall be deemed to have satisfied the applicable WMWD Fees with respect to the number of dwelling units or lots for which the WMWD Fees would otherwise have been required in an amount equal to such disbursement.

b. From time to time following the funding of the Other Facilities Accounts of the Improvement Fund from additional CFD Proceeds, the Developer may notify WMWD in writing and WMWD may request a further disbursement from the Other Facilities Accounts of the Improvement Fund to fund WMWD Facilities by submitting an executed Disbursement Request to the CFD. Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to WMWD such requested funds to the extent that CFD Proceeds are available in the Other Facilities Accounts of the Improvement Fund for such purpose. Upon such notice and WMWD's receipt of such disbursement relating to WMWD Facilities, Developer shall be deemed to have satisfied the applicable WMWD Fees with respect to the number of dwelling units or lots for which the WMWD Fees would otherwise have been required in an amount equal to such disbursement.

c. WMWD agrees that prior to submitting a Disbursement Request requesting payment from the CFD it shall review and approve all costs included in its request and will have already paid or incurred such costs of WMWD Facilities from its own funds subsequent to the date of this Agreement, or will disburse such amounts to pay the costs of WMWD Facilities following receipt of funds from the CFD. In the event that WMWD does not disburse any CFD Proceeds received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by WMWD, from the date of receipt of such CFD Proceeds by WMWD to the date of expenditure by WMWD for capital costs of the WMWD Facilities. Such report shall be delivered at least semiannually until all CFD Proceeds are expended by WMWD. WMWD agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of CFD Proceeds under the Internal Revenue Code of 1986 and any amendments thereto.

d. WMWD agrees to maintain adequate internal controls over its payment function and to maintain accounting records in accordance with generally accepted accounting procedures. WMWD will, upon request, provide the City and/or Developer with access to WMWD's records related to the WMWD Facilities and will provide to the City its annual

financial report certified by an independent certified public accountant for purposes of assisting the City in calculating the arbitrage rebate obligation of the CFD, if any.

e. The City or the CFD agrees to maintain full and accurate records of all amounts, and investment earnings, if any, expended from the Other Facilities Accounts of the Improvement Fund. The City or the CFD will, upon request, provide WMWD and/or Developer with access to the City's or the CFD's records related to the Other Facilities Accounts of the Improvement Fund.

f. Nothing herein shall supersede the obligation of an owner of the Property to make an Advance or pay WMWD Fees to WMWD when due. The purpose of this Agreement is to provide a mechanism by which the CFD may issue the Bonds to provide a source of funds to finance WMWD Facilities in satisfaction of the payment of WMWD Fees. In the event that CFD Proceeds, including investment earnings thereon, are not available or sufficient to satisfy the obligation, then the Developer shall remain obligated to make an Advance or pay WMWD Fees to WMWD as a condition of receiving water service to the Property.

6. Ownership of WMWD Facilities. At all times, the WMWD Facilities shall be and remain the property of WMWD.

7. Tax Matters. WMWD shall not use Bond Proceeds in any manner that would cause interest on the Bonds to become includable in gross income for federal income tax purposes. WMWD represents the following with respect to the use of the Bond Proceeds:

a. Private Use. The Bond Proceeds will not be used for any activities that constitute a "Private Use," meaning any activity that constitutes a trade or business that is carried on by persons or entities, other than governmental entities. The leasing of the facilities or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public ("**General Public Use**") shall constitute a Private Use unless WMWD obtains an opinion of bond counsel to the contrary. Use of the Bond Proceeds in a trade or business constitutes General Public Use only if the property is intended to be available and is in fact reasonably available for use on the same basis by natural persons not engaged in a trade or business.

b. Management and Service Contracts. The WMWD facilities financed with the Bond Proceeds shall not be subject to management contracts or other arrangements with private parties except in compliance with Internal Revenue Service Revenue Procedure 97-13.

c. Expenditure of Bond Proceeds. WMWD reasonably expects to expend the Bond Proceeds on WMWD Facilities within three (3) years from the date of issuance of the Bonds. WMWD agrees that all Bond Proceeds will be expended on capital improvements or used to reimburse prior capital improvement expenditures. To the extent that Bond Proceeds are used to reimburse the Developer or other property owners for fees previously paid to WMWD, those prepaid impact fees will be deemed to be replaced with Bond Proceeds, and the expenditure of those prepaid impact fees must comply with all of the requirements for the expenditure of Bond Proceeds under applicable law.

d. WMWD further agrees to maintain a separate accounting for the receipt and expenditure of Bond Proceeds, and to maintain adequate controls over all Bond Proceeds received by it in accordance with generally accepted accounting principles. WMWD will, upon request, provide the City with access to WMWD's records related to the Bond Proceeds received by WMWD and WMWD Facilities financed with Bond Proceeds. If Bond proceeds remain unspent five years after their deposit into the Other Facilities Accounts of the Improvement Fund, City shall provide notice to WMWD requiring either the expenditure or return of said proceeds to the City within a reasonable period of time thereafter.

8. Expectations of the Parties. The Parties understand and agree that (i) Developer will be making Advances prior to the availability of CFD Proceeds that will be used to pay for WMWD Facilities, (ii) WMWD may be processing and completing payment requests for the payment on such Advances for WMWD Facilities with knowledge that there may be insufficient CFD Proceeds available at such time, and (iii) in any such case, the payment of any approved payment requests for such Advances on any WMWD Facilities will be deferred until there are sufficient CFD Proceeds available to pay the Advances for such WMWD Facilities, at which time the CFD will make such payments in accordance with this Agreement. At all times, Developer will be making Advances with the expectation that such Advances will be returned when there are sufficient CFD Proceeds to finance WMWD Facilities. The payment of Advances prior to the availability of CFD Proceeds shall not be construed as a dedication or gift of the Advances, or a waiver of the return of the Advances, it being the intention that the WMWD Facilities be paid by the CFD Proceeds to the extent of the availability of CFD Proceeds.

9. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each Party hereto. This Agreement may be assigned, in whole or in part, by the Developer to the purchaser of any parcel of land within the Property, provided, however, such assignment shall not be effective unless and until WMWD and the City have been notified, in writing, of such assignment. Once the Agreement is assigned to another party, the assignee shall be considered a party hereto, and the assignor shall be released of any and all obligations under this Agreement. Whenever this Agreement provides the Developer with a right, that right may be exercised by an assignee of that right to the same extent that the Developer could have exercised that right themselves under this Agreement.

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 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: City of Murrieta  
1 Town Square  
Murrieta, California 92562  
Attention: Director of Finance

With a copy to: Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attention: Brian Forbath

WMWD: Western Municipal Water District  
14205 Meridian Parkway  
Riverside, California 92518  
Attention: General Manager

Developer: Century Communities of California, LLC  
4695 MacArthur Court, Suite 300  
Newport Beach, California 92660  
Attention: Justin Brewer, Executive Vice President

With a copy to: O'Neil LLP  
19800 MacArthur Boulevard, Suite 650  
Irvine, California 92612  
Attention: John Yeager

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

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

13. Attorney's Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

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

15. Governing Law. This Agreement and any dispute arising hereunder shall be governed by interpreted in accordance with the laws of the State of California. Any and all actions and other proceedings arising from this Agreement must be initiated and concluded in Riverside County, California.

16. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party 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 Party with the terms of this Agreement thereafter.

17. No Third Party Beneficiaries. No person or entity other than the CFD, 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 WMWD, the City, the CFD, and Developer (and their respective successors and assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. 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.

19. 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 Page Follows]*

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

**CITY OF MURRIETA**

By: \_\_\_\_\_  
Justin Clifton, City Manager

ATTEST:

By: \_\_\_\_\_  
Cristal McDonald, City Clerk

**WESTERN MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
Craig D. Miller, General Manager

ATTEST:

By: \_\_\_\_\_  
[       ]

**DEVELOPER:**

**CENTURY COMMUNITIES OF CALIFORNIA, LLC,**  
a Delaware limited liability company

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

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

Title: \_\_\_\_\_

**EXHIBIT A**

**DEPICTION OF PROPERTY**


COPY

99/20

**PROPOSED BOUNDARY MAP  
COMMUNITY FACILITIES DISTRICT NO. 2026-1  
(GIERSON RANCH)  
OF THE CITY OF MURRIETA,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

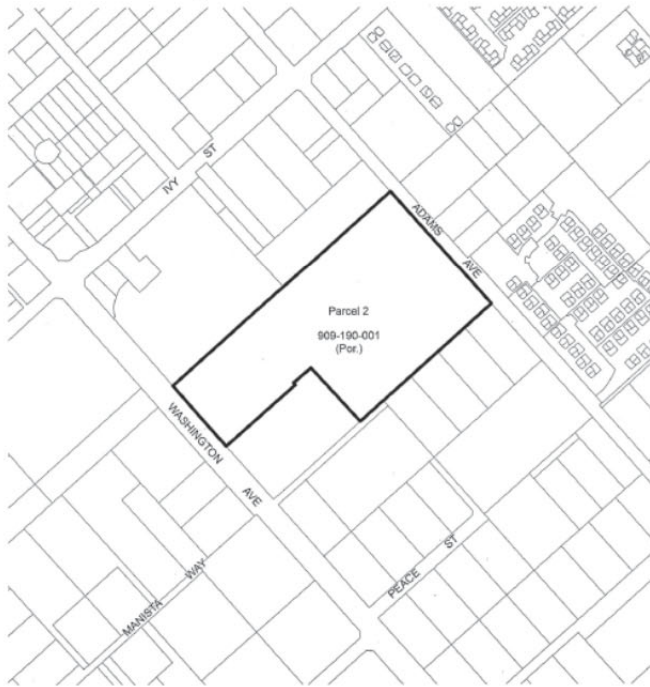
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 (GIERSON RANCH), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON 17<sup>th</sup> DAY OF March, 2026, BY RESOLUTION NO. 26-4915

  
CITY CLERK, Cristal McDonald  
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS 16<sup>th</sup> DAY OF March, 2026.

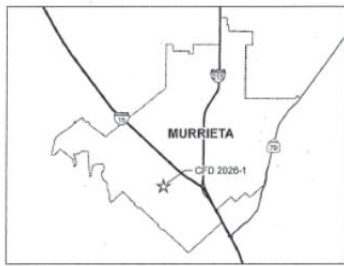
  
CITY CLERK, Cristal McDonald  
CITY OF MURRIETA







RECORDED THIS 27<sup>th</sup> DAY OF March, 2026 AT THE HOUR OF 11:45 O'CLOCK A.M IN BOOK 99 PAGE 20 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$ 9.45 NO.: 2026-0092328  
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER  
BY: Cristal McDonald  
DEPUTY

THE BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2026-1 INCLUDES PARCEL 2 OF CITY OF MURRIETA PARCEL MAP NO. 38310 RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON THE 12TH DAY OF DECEMBER, 2025, IN BOOK 261 OF MAPS, AT PAGES 74 - 76, AS DOCUMENT NO. 2025-0386550.

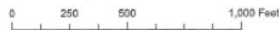


**LEGEND**

-  CITY BOUNDARY
-  CFD BOUNDARY
-  PARCEL LINE
-  ASSESSOR PARCEL NUMBER

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

 **SPICER**  
CONSULTING GROUP



**EXHIBIT B**

**DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND CONSISTS OF ASSESSOR'S PARCEL NO. 909-190-001.

## EXHIBIT C

### WMWD FACILITIES DESCRIPTION

**WMWD Facilities.** The type of WMWD Facilities eligible to be financed by the CFD under the Act are as follows:

Those water facilities included in WMWD’s water capacity and connection fee programs used to finance expansion projects, including annexation fees. WMWD Facilities include, but are not limited to the following: water transmission pipelines, pumping plants, water reservoirs, including all costs of site acquisition, planning, design, engineering, legal services, materials testing, coordination, surveying, construction staking, construction, inspection and any and all appurtenant facilities and appurtenant work relating to the foregoing. Below is the exclusive list of the WMWD Fees payable by the Developer to be financed by the CFD.

Fee Description	Rate*	
Water Capacity Charge – Residential 4” Meter	\$ 323,210	Per Meter
Water Meter Fee – Residential 4” Meter	\$ 4,506	Per Meter
Water Capacity Charge – Irrigation 2” Meter	\$ 82,034	Per Meter
Water Meter Fee – Irrigation 2” Meter	\$ 1,069	Per Meter
Sewer Capacity Charge	\$ 8,080	Per EDU

*\*Fee amounts above are as of May 1st, 2026.*

**EXHIBIT D**

**DISBURSEMENT REQUEST FORM**

(WMWD Facilities)

1. Community Facilities District No. 2026-1 (Gierson Ranch) of the City of Murrieta (“CFD”) is hereby requested to pay from the CFD Proceeds to Western Municipal Water District (“WMWD”), as Payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for WMWD Facilities has not formed the basis of prior request or payment, and is being made with respect to the connection of the property described below to the WMWD system.

Amount requested:

For WMWD Facilities:       \$ \_\_\_\_\_

For Tract/Lot Nos:       \_\_\_\_\_

3. The amount set forth in 3 above is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement by and among the City of Murrieta (for itself and on behalf of the CFD), WMWD, and Century Communities of California, LLC, dated \_\_\_\_\_, 2026 (the “Agreement”). Capitalized terms not defined herein shall have the meaning set forth in the Agreement. By requisitioning CFD Proceeds as described above, WMWD is not passing upon, determining or assuming the tax-exempt status of the Bonds for federal or California income tax purposes.

**CENTURY COMMUNITIES OF CALIFORNIA,  
LLC, a Delaware limited liability company**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WESTERN MUNICIPAL WATER DISTRICT**

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_