



City of Avondale

Alamar Community Facilities District Board Meeting

Monday, December 15, 2025

District Board Members

Mike Pineda, Chairperson

Curtis Nielson, Vice Chairperson

Tina Conde, Boardmember | Jeannette Garcia, Boardmember

Gloria Solorio, Boardmember | Shari Weise, Boardmember

Max White, Board Member

Administration

Ron Corbin, District Manager

Tracy Stevens
Assistant District Manager

Katie Gregory
Assistant District Manager

Dale Nannenga
Deputy District Manager

Nicholle Harris
District Attorney

Marcella Sarmiento, District Clerk

City Council Chambers

11465 West Civic Center Drive, Avondale, AZ 85323

Watch a CFD Board Meeting Online

Visit the link below to watch a meeting live online:

<https://www.avondaleaz.new.swagit.com/views/540/>

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address the Board Members shall appear in person to speak.



Alamar Community Facilities District Board
Meeting Notice & Agenda
Monday, December 15, 2025

CITY COUNCIL CHAMBER | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

**ALAMAR COMMUNITY FACILITIES DISTRICT BOARD
SPECIAL MEETING**

Convene immediately following the 5:30 pm City Council Regular Meeting

CALL TO ORDER BY DISTRICT CHAIR

1. ROLL CALL BY THE DISTRICT CLERK

2. CONSENT AGENDA

a. MINUTES

The District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes. The Board will take appropriate action.

b. CFD RESOLUTION 5-2025 - FIRST AMENDMENT TO CFD DEVELOPMENT AGREEMENT 2025

The District Board will consider a request to adopt CFD Resolution 5-2025, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar Community Facilities District (CFD) and authorize the Chair or District Manager, District Attorney and District Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Board will take appropriate action.

3. ADJOURNMENT

Members will attend either in person or by telephone conference call. Los miembros participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 or TDD 623-333-0010 at least two business days prior to the meeting. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta.

ITEM NUMBER: 2.a.

SUBJECT: Minutes

MEETING DATE: 12/15/2025

TO: Board Members

FROM: Marcella Sarmiento, District Clerk

THROUGH: Tracy Stevens, Assistant District Manager, (623) 333-1014

REVIEWED: Ron Corbin, District Manager, (623) 333-1011

PURPOSE:

The District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes. The Board will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute §§ 38-431.01(B), the District must provide written minutes of all Board meetings.

DISCUSSION:

The District Board held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends the District Board will consider a request to approve the June 2, 2025 Alamar Community Facilities District Board meeting minutes.

Contact person for document distribution:

MINUTES OF THE ALAMAR COMMUNITY FACILITIES DISTRICT BOARD MEETING
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

A **Regular Meeting** of the Alamar Community Facilities District Board of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:08 p.m.

Members Present: Chairperson Mike Pineda; Vice Chairperson Curtis Nielson; Board Members Tina Conde, Gloria Solorio, Jeanette Garcia, Shari Weise and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, District Manager; Nicholle Harris, District Attorney; Marcella Sarmiento, District Clerk; and Renee Weatherless, District Treasurer.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE DISTRICT CLERK

2. PUBLIC HEARING – PROPOSED FISCAL YEAR 2026 BUDGET AND TAX LEVY

The District Board held a public hearing to receive comments on the property tax levy and final budget for the fiscal year 2026 (FY2026). This item was for discussion only.

Renee Weatherless, District Treasurer, presented property tax levy and final budget for the fiscal year 2026 (FY2026): The total FY2026 budget for the Alamar Community Facilities District (The District) is \$10.9 million. The District is planning to issue debt in FY2026 and will levy secondary property tax rate. The combined property tax rate will be \$4.15 which is assessed only to the property that is within the boundary of the Community Facilities District. The primary rate is 0.30 per \$100 assessed valuation which is used for operations of The District and the secondary rate is limited to \$3.85 per \$100 assessed valuation and will be used to repay debt. The planned issuance will depend on market conditions, but the budget is for up to \$10 million in proceeds.

Staff’s recommendation is to hold a public hearing for the FY2026 final budget and tax levy. In a Special Meeting, staff recommends adopting CFD resolution 2-2025 setting forth the final budget for fiscal year 2026 and CFD resolution 3-2025 setting the property tax levy for fiscal year ending June 30, 2026.

There were no questions from the Board.

Chairperson Pineda opened the public hearing and did not receive any requests to speak. Chairperson Pineda closed the public hearing

3. ADJOURNMENT

There being no further business before the Board, Board Member White moved to adjourn the Regular Meeting; Board Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

Meeting adjourned at 6:11 p.m.

ALAMAR COMMUNITY FACILITIES DISTRICT BOARD SPECIAL MEETING
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
June 02, 2025

A **Special Meeting** of the Alamar Community Facilities District Board of the City of Avondale, Arizona was convened at 11465 West Civic Center Drive in open and public session at 6:12 p.m.

Members Present: Chairperson Mike Pineda; Vice Chairperson Curtis Nielson; Board Members Tina Conde, Gloria Solorio, Jeanette Garcia, Shari Weise and Max White.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, District Manager; Nicholle Harris, District Attorney; Marcella Sarmiento, District Clerk; and Renee Weatherless, District Treasurer.

Audience: Approximately 5 members of the public were present.

1. ROLL CALL BY THE DISTRICT CLERK

2. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Board at a work session. They are intended to be acted upon in one motion. Board Members may pull items from consent if they would like them considered separately.

Chairperson Pineda asked if any Board Members wished to have an item removed from the Consent Agenda. Having no requests from the Board, motion was made by Board Member White, seconded by Board Member Garcia, to approve the Consent Agenda.

Upon vote, the motion was carried unanimously 7 to 0.

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

a. MINUTES

The District Board approved the May 19, 2025 Alamar Community Facilities District Board meeting minutes.

b. CFD RESOLUTION 3-2025 - SETTING FORTH THE FINAL BUDGET FOR FISCAL YEAR 2026

The District Board adopted CFD Resolution 3-2025, approving the final budget for fiscal year 2026 (FY2026) and authorized the District Chair or District Manager and District Clerk to execute the necessary documents.

c. CFD RESOLUTION 4-2025 - SETTING THE PROPERTY TAX LEVY FOR THE FISCAL YEAR ENDING JUNE 30, 2026

The District Board adopted CFD Resolution 4-2025, levying upon the assessed valuation of the property within the Alamar Community Facilities District subject to ad valorem taxation a certain sum upon each one hundred (\$100.00) of valuation for the fiscal year ending June 30, 2026 and authorized the District Chair or District Manager and District Clerk to execute the necessary documents.

3. ADJOURNMENT

There being no further business before the Board, Board Member White moved to adjourn the Special Meeting; Board Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Board Member Conde	Aye
Board Member Garcia	Aye
Board Member Solorio	Aye
Board Member Weise	Aye
Board Member White	Aye
Vice Chairperson Nielson	Aye
Chairperson Pineda	Aye

The meeting was adjourned at 6:13 p.m.

Mike Pineda, Chairperson

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting and Special Meeting of the Alamar Communities Facilities District Board of the City of Avondale held on the 2nd day of June 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, District Clerk

ITEM NUMBER: 2.b.

SUBJECT: CFD Resolution 5-2025 - First Amendment to CFD Development Agreement 2025

MEETING DATE: 12/15/2025

TO: Board Members

FROM: Renee Weatherless, District Treasurer

THROUGH: Ron Corbin, District Manager, (623) 333-1011

REVIEWED: Ron Corbin, District Manager, (623) 333-1011

PURPOSE:

The District Board will consider a request to adopt CFD Resolution 5-2025, approving and authorizing the first amendment to district development, financing participation and intergovernmental agreement for the Alamar Community Facilities District (CFD) and authorize the Chair or District Manager, District Attorney and District Clerk to execute the necessary documents. The amendment replaces Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. This amendment was requested by the developer because of corporate restructuring. The Board will take appropriate action.

BACKGROUND:

The Alamar Community Facilities District (CFD) was established by City Council on May 10, 2018. On October 10, 2018, Brookfield Residential (Arizona) LLC and Brookfield Lakin LLC, entered a District Development, Financing Participation and Intergovernmental Agreement with the CFD and the City of Avondale, Arizona. The Development agreement specified the conditions, terms, restrictions and requirements for “public infrastructure” and its financing.

Due to corporate restructuring, Brookfield has requested replacing Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC. All other provisions of the development agreement remain the same.

DISCUSSION:

The requested amendment along with financial statements for Brookfield Communities US LLC and North America Sekisui House, LLC have been reviewed by the City’s bond counsel, the City’s financial advisor, and city staff. The replacement entities appear to have the necessary financial capacity needed for the development agreement.

BUDGET IMPACT:

The amendment will not impact the City's or Board's budget.

RECOMMENDATION:

Staff recommends adopting a resolution amending the development agreement to replace Brookfield Residential (Arizona) LLC with Brookfield Communities US LLC and North America Sekisui House, LLC.

Contact person for document distribution: Keith Fallstrom

When recorded, return to:

Paul Gales, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 800
Phoenix, Arizona 85016

Amends 2018-0799912
Recorded at 04:37
on October 25, 2018

FIRST AMENDMENT
TO
DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
(ALAMAR COMMUNITY FACILITIES DISTRICT)

THIS FIRST AMENDMENT, dated as of _____ 1, 20__ (hereinafter referred to as this “*Amendment*”), TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT), dated as of October 1, 2018, by and among the City of Avondale, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the “*Municipality*”); Alamar Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the “*District*”); Brookfield Lakin LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the “*Developer*”); Brookfield Communities US LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Brookfield Communities*”); and North

America Sekisui House, LLC, a limited liability limited company duly organized and validly existing pursuant to the laws of the State of Delaware, which has an interest in certain property within the boundaries of the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as “*Sekisui*” and, together with Brookfield Communities, the “*Indemnitor Parties*”);

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “*Act*”), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District and certain entities which at various times have had an interest in real property within the boundaries of the District entered into a District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the “*Agreement*”), as a “development agreement” to specify, among other things, conditions, terms, restrictions and requirements for “public infrastructure” (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in the Exhibit hereto (hereinafter referred to as the “*Property*”) which makes up the real property included within the District, some of such matters are specified in the Agreement, particularly matters relating to the acquisition of certain public infrastructure by the District, the acceptance thereof and the reimbursement or repayment with respect thereto, all pursuant to the Act, such public infrastructure being necessary to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the Agreement, including as amended by this Amendment, as a “development agreement” is consistent with the “general plan” of the Municipality (as defined in Section 9-461, Arizona Revised Statutes) applicable to the Property on the date the Agreement and on the date this Amendment was and is, respectively, executed;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

Section 1. Notwithstanding any other provision hereof and prospectively from _____, 20__ (hereinafter referred to as the “*Effective Date*”), Brookfield (as such entity is identified in the Agreement) shall be released from and shall no longer be bound by the Agreement with respect to acts, omissions or events first arising after the Effective Date. Prospectively from the Effective Date, the Indemnitor Parties shall be bound, jointly and severally, by the terms of the Agreement whenever, pursuant to the Agreement, Brookfield would have been so bound with respect to acts, omissions or events first arising after the Effective Date.

Section 2. For the period from and after the Effective Date, any reference in the Agreement to “Brookfield” shall be deemed to be to “Indemnitor Parties” (as such term is defined herein) instead.

Section 3. The provisions of the Agreement are otherwise hereby ratified and confirmed in all respects, in particular the indemnification provided by Article VIII thereof being effective in all respects as it relates to this Amendment.

Section 4. This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Amendment, which consent shall not be unreasonably withheld.

Section 5. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Amendment.

Section 6. The Agreement, as amended by this Amendment, sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Amendment

is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. The Agreement, as amended by this Amendment, is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 7. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 8. The waiver by any party hereto of any right granted to it under this Amendment shall not be deemed to be a waiver of any other right granted in this Amendment nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Amendment.

Section 9. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10. (a) Pursuant to Section 38-511, Arizona Revised Statutes, the Municipality or the District may, within three years after its execution, cancel this Amendment, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, is, at any time while this Amendment is in effect, an employee or agent of the Developer, Brookfield Communities or Sekisui (collectively for purposes of this Section, hereinafter referred to as the "*Brookfield/Sekisui Entities*") in any capacity or a consultant to any other party of this Amendment with respect to the subject matter of this Amendment and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District, as applicable, from the Brookfield/Sekisui Entities arising as the result of this Amendment. The Brookfield/Sekisui Entities have not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent

of the Brookfield/Sekisui Entities in any capacity or a consultant to any party to this Amendment with respect to the subject matter of this Amendment.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Brookfield/Sekisui Entities each shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by either of them of the foregoing shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Municipality or the District. The Municipality and the District retain the legal right to randomly inspect the papers and records of the Brookfield/Sekisui Entities to ensure that they are complying with the foregoing. The Brookfield/Sekisui Entities shall keep such papers and records open for random inspections during normal business hours by the Municipality or the District. The Brookfield/Sekisui Entities shall cooperate with the random inspections by the Municipality or the District including granting the District entry rights onto their property to perform such random inspections and waiving their respective rights to keep such papers and records confidential.

(c) To the extent applicable under Section 35-393 et seq., Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify that they are not currently engaged in, and for the duration of this Amendment shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Municipality or the District determines that the above certification of the Brookfield/Sekisui Entities is false or that any has breached such agreement, the Municipality or the District, as applicable, may impose remedies as provided by law.

(d) To the extent applicable under Section 35-394, Arizona Revised Statutes, the Brookfield/Sekisui Entities hereby severally, and not jointly, certify they do not currently, and for the duration of this Amendment shall not use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China, (ii) any goods or services produced by the forced labor

of ethnic Uyghurs in the People's Republic of China, and (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Brookfield/Sekisui Entities without any current independent investigation or without any future independent investigation for the duration of this Amendment. If any of the Brookfield/Sekisui Entities becomes aware during the duration of this Amendment that it is not in compliance with such certification, the Brookfield/Sekisui Entities, as applicable, shall take such actions as provided by law, including providing the required notice to the Municipality and the District. If the Municipality or the District determines that Avanti or Mystic are not in compliance with the foregoing certification, the Brookfield/Sekisui Entities, as applicable, shall take remedial action to comply with such certification.

Section 11. (a) If any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

(b) No later than ten (10) days after this Amendment is executed and delivered by each of the parties hereto, the District shall record a copy of this Amendment with the County Recorder of Maricopa County, Arizona.

(c) Unless otherwise expressly provided, the agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

[Signature page follows.]

IN WITNESS WHEREOF, the officers of the Municipality and the District have duly affixed their signatures and attestations, and the officers of the Developer, Brookfield Communities and Sekisui their signatures, all as of the day and year first written above.

CITY OF AVONDALE, ARIZONA

By.....
Mike Pineda, Mayor

ATTEST:

.....
Marcella Sarmiento, City Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the Municipality, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

.....
Nicholle Harris, City Attorney

ALAMAR COMMUNITY FACILITIES
DISTRICT

By.....
Mike Pineda, Chairman, Board of Directors

ATTEST:

.....
Marcella Sarmiento, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

.....
Nicholle Harris, District Counsel

AGREED TO AND ACCEPTED BY:

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

BROOKFIELD COMMUNITIES US
LLC, a Delaware limited liability company

By.....
Name.....
Title.....

NORTH AMERICA SEKISUI HOUSE, LLC,
a Delaware limited liability company

By.....
Name.....
Title.....

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__, by Mike Pineda, as Mayor of the City of Avondale, Arizona, an Arizona municipal corporation.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this day of 20__, by Mike Pineda, as Chairman of the Board of Directors of Alamar Community Facilities District, an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

The foregoing notarial certificate(s) relate(s) to the First Amendment, dated as of _____ 1, 20__, to the District Development, Financing Participation, Waiver and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018, executed by the City of Avondale, Arizona, an Arizona municipality, Alamar Community Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware limited liability company, Brookfield Communities US LLC, a Delaware limited liability company, and North America Sekisui House, LLC, a Delaware limited liability company (the “Notarized Document”). The Notarized Document contains a total of pages.

Facilities District, an Arizona community facilities district, Brookfield Lakin LLC, a Delaware limited liability company, Brookfield Communities US LLC, a Delaware limited liability company, and North America Sekisui House, LLC, a Delaware limited liability company (the “Notarized Document”). The Notarized Document contains a total of pages.

EXHIBIT

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INCLUDED IN RECORDED VERSION]

CFD RESOLUTION NO. 5-2025

(ALAMAR COMMUNITY FACILITIES DISTRICT)

A RESOLUTION OF THE BOARD OF DIRECTORS OF ALAMAR COMMUNITY FACILITIES DISTRICT APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (ALAMAR COMMUNITY FACILITIES DISTRICT)

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ALAMAR COMMUNITY FACILITIES DISTRICT as follows:

1. Findings.

a. On May 21, 2018, the Mayor and Council of the City of Avondale, Arizona (hereinafter called the “Municipality”), adopted Resolution No. 3453-518 which, among other things, ordered and declared formation of Alamar Community Facilities District* (hereinafter called the “District”).

b. The District is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes and, except as otherwise provided in Section 48-708(B), Arizona Revised Statutes, is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Municipality.

c. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “Act”), and Section 9-500.05, Arizona Revised Statutes, in connection with the formation of the District, the Municipality, the District, Brookfield Residential (Arizona) LLC (hereinafter called “Brookfield”) and Brookfield Lakin LLC entered into a District Development, Financing Participation and Intergovernmental Agreement (Alamar Community Facilities District), dated as of October 1, 2018 (hereinafter referred to as the “Development Agreement”), to specify, among other things, conditions, terms, restrictions and requirements for public infrastructure (as such term is defined in the Act) and the financing of public infrastructure.

d. The board of directors of the District (hereinafter referred to as the “District Board”) has determined to enter into a First Amendment to the Development Agreement (hereinafter referred to as the “Development Agreement Amendment”), to provide for replacement of Brookfield with Brookfield Communities US LLC and North America Sekisui House, LLC,

* The District was originally formed under the name “Lakin Community Facilities District”. Subsequent actions were taken by the City Council of the Municipality and the Board of Directors of the District to change that name to the current one.

and the Development Agreement Amendment has been placed on file with the District Clerk of the District and presented to the District Board.

2. Approval of Development Agreement Amendment; Completion; Execution.

a. The Development Agreement Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Chairman of the District Board, with the advice of the District Manager and the District Counsel, shall authorize, the execution and delivery of the Development Agreement Amendment to be conclusive evidence of the propriety of such document and the authority of the person or persons executing the same.

b. The District Manager or his or her designee is hereby authorized to complete the Development Agreement Amendment by including the appropriate materials as necessary therein.

c. The Chairman of the District Board, with the advice of the District Manager and the District Counsel, is hereby authorized and directed to execute, and the District Clerk to attest, the Development Agreement Amendment on behalf of the District.

3. No Liability of or for the Municipality; Severability; Amendment; Effective Date.

a. Neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be directly, indirectly or morally liable or obligated for the payment or repayment of any indebtedness, liability, cost, expense or obligation of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

b. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

c. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

d. This Resolution shall be effective immediately.

[SIGNATURES ON FOLLOWING PAGE]

PASSED by the Board of Directors of Alamar Community Facilities District this
15 day of December 2025.

.....
Mike Pineda, Chairman, Board of Directors,
Alamar Community Facilities District

ATTEST:

.....
Marcella Sarmiento, District Clerk, Alamar Community Facilities
District

APPROVED AS TO FORM:

.....
Nicholle Harris, District Counsel, Alamar Community Facilities
District