

**CITY OF MURRIETA  
Council Chambers  
1 Town Square  
Murrieta 92562**



**Wednesday, March 25, 2026  
6:00 PM REGULAR MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the Planning Department at (951) 461-6060 or email at [TWells@MurrietaCA.gov](mailto:TWells@MurrietaCA.gov) at least 72 hours in advance.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 24 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at [TWells@MurrietaCA.gov](mailto:TWells@MurrietaCA.gov) or call (951) 461-6060. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

**Dennis Vrooman  
Chairman**

**Joe Wojcik  
Vice Chair**

**Michael LaPaglia  
Commissioner**

**John Rose  
Commissioner**

**Michael DeSena  
Commissioner**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT  
<https://murrieta.legistar.com/Calendar.aspx>**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**BUSINESS ITEM**

Election of Officers

Recommended Action:

Elect Chairperson and Vice-Chairperson upon Section 1.3 A of Planning Commission Resolution No. 2025-02

**APPROVAL OF AGENDA**

**PUBLIC COMMENTS**

Any member of the public may address the Commission during the public comments portion of the agenda on items within the Commission's jurisdiction that are not already scheduled for consideration on this agenda. However, the Commission can take no action on matters that are not part of the posted agenda. A time limit of three minutes may be applied on each individual addressing the Commission.

Any individual or group desiring to make a presentation to the Commission of more than three (3) minutes in length must make arrangements with the Planning Director in advance.

**APPROVAL OF MINUTES**

Planning Commission Minutes

Recommended Action:

Approve the minutes of August 13, 2025, and October 22, 2025 Regular Planning Commission Meetings.

**PUBLIC HEARINGS**

French Valley Crossings Development Agreement (DA) 2026-00006

Recommended Action:

Staff recommends that the Planning Commission:

1. Conduct a public hearing on the Development Agreement with French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP a California limited partnership (Development Agreement);
2. Recommend to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement;
3. Find that the adoption of the Development Agreement is consistent with the General Plan; and
4. Adopt a Resolution recommending that the City Council Approve the Development Agreement.

Murrieta Marketplace Development Agreement (DA) 2026-00008

Recommended Action:

Staff recommends that the Planning Commission:

1. Conduct a public hearing on the Development Agreement with Murrieta Marketplace Holdings LP, A California Limited Partnership, Bonsall Service Station, LP a California Limited Partnership and Scott-Murrieta Service Station, LP a California Limited Partnership, as tenants-in-common (Development Agreement);
2. Recommend to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement;
3. Find that the adoption of the Development Agreement is consistent with the General Plan; and
4. Adopt a Resolution recommending that the City Council Approve the Development Agreement.

**WORKSHOP**

Planning Commission Training Workshop New State Laws March 2026

Recommended Action:

Receive a workshop presentation by staff regarding a Summary of new State laws from 2025 and upcoming in 2026, particularly new Housing laws. Have a discussion regarding these topics, provide comments and/or ask questions of staff, and then allow for the public to provide comments or ask questions.

**EXECUTIVE SUMMARY**

This workshop is the annual Planning Commission training on new State laws related to Housing and Planning recently passed in the 2025 legislative session and upcoming laws being considered in the current 2026 legislative session.

**CITY PLANNER COMMENTS****CITY ATTORNEY COMMENTS****PLANNING COMMISSION COMMENTS****ADJOURNMENT**



# CITY OF MURRIETA

## Planning Commission Meeting Agenda Report

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3/25/2026  
Agenda Item No.

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TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING  
COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: Tanya Wells, Executive Assistant - Planning

SUBJECT: Election of Officers

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### **RECOMMENDATION**

Elect Chairperson and Vice-Chairperson upon Section 1.3 A of Planning Commission Resolution No. 2025-02

### **ATTACHMENTS**

Planning Commission Rules of Procedure

**PLANNING COMMISSION  
RESOLUTION NO. 2025 - 02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
MURRIETA, CALIFORNIA, AMENDING AND RESTATING THE PLANNING  
COMMISSION RULES OF PROCEDURE.**

**WHEREAS**, Section 2.44.040 of the Municipal Code requires that the Planning Commission adopt Rules of Procedure to govern the conduct of its meetings and any of its other functions and activities, and regulations pertaining thereto; and

**WHEREAS**, the Planning Commission previously adopted Rules of Procedure by Resolution No. 91-001 on July 24, 1991, and subsequently amended the Rules related to meeting locations by Resolution No. 91-001.1, adopted on August 28, 1991, and related to meeting times by Resolution No. 95-003, adopted on May 10, 1995; and

**WHEREAS**, the Planning Commission previously adopted Rules of Procedure by Resolution No. 2010-20 on September 10, 2010; and

**WHEREAS**, the Planning Commission, having reviewed the adopted rules, desires to consolidate, amend, and restate its Rules of Procedure in their entirety,

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Murrieta that the Planning Commission adopts the following as the Rules of Procedure for the Planning Commission pursuant to Development Code section 16.46.040:

**1. RULES OF ORDER, ORGANIZATION AND OFFICERS**

**1.1 Rules of Order.**

Except as otherwise provided in these Rules of Procedure, Roberts Rules of Order, Newly Revised, shall be used as a guide to the conduct of the meetings of the Planning Commission; except as may otherwise be provided by applicable law, no omission to conform to said rules of order shall in any instance be deemed to invalidate any action taken by the Commission.

**1.2 Organization.**

The Planning Commission consists of five regular members and shall be organized and exercise such powers as prescribed by Ordinance of the City of Murrieta.

**1.3 Officers.**

A. Selection

A Chairperson and Vice-Chairperson shall be elected annually from among the Commission's membership at the first meeting in February, to serve at the

pleasure of the Commission. No person shall serve more than two (2) consecutive terms as Chairperson or Vice-Chairperson. (MMC 2.32.030) The Chairperson and Vice-Chairperson shall be determined according to the following:

**B. Qualifications for Presiding Officers**

1. The Chairperson shall have served at least one year on the Planning Commission.
2. The Chairperson shall have served as Vice-Chairperson at some time prior to serving as Chairperson, with normal progression being from Vice-Chairperson to Chairperson.

**C. Term of Position as Presiding Officers**

1. The term of office of Chairperson shall be one year.
2. The term of office of Vice-Chairperson shall be one year.

**D. Rotation into Presiding Officer Positions**

1. The Chairperson shall be the most senior Commissioner who has not served as Chairperson, or if all Commissioners have served as Chairperson, the Planning Commissioner who has not served as Chairperson for the longest period of time, providing the Qualifications for Presiding Officers have been met.
2. The Vice-Chairperson shall be the most senior Commissioner who has not served as Vice-Chairperson, or if all Planning Commissioners have served as Vice-Chairperson, the Planning Commissioner who has not served as Vice-Chairperson for the longest period of time, providing the Qualifications for Presiding Officers have been met.
3. Notwithstanding subsections 3.1.3.1 and 3.1.3.2, above, Commissioners newly appointed to the Planning Commission in 2010 and thereafter shall be placed at the end of the rotational queue of all existing Planning Commissioners for service as Chairperson and Vice-Chairperson.
4. In the event two or more Commissioners are newly appointed at the same time, the rotation shall be based on the drawing of straws, with the Commissioner drawing the shortest straw going first in the rotation and so on. However, Commissioners re-appointed to successive terms will remain in the rotation order established with their initial appointment.
5. Recognizing the responsibility placed on the Chairperson and Vice-Chairperson, no Commissioner shall have the obligation to serve as either Chairperson or Vice-Chairperson should he or she not wish to do so.
6. A Commissioner shall not serve successive terms as Chairperson or Vice-Chairperson unless all other Commissioners decline to serve.

- E. The Vice-Chairperson shall succeed the Chairperson if he / she vacates the office before the term is completed and shall serve the unexpired term of the vacated office. (A new Vice-Chairperson shall be elected at the next regular meeting.)
- F. In the absence of the Chairperson and Vice-Chairperson, any other Commissioner shall call the Commission to order whereupon a Chairperson pro tem shall be elected from the Commissioners present to preside.
- G. Responsibilities
  - 1. The Chairperson shall
    - a) Preside at all meetings of the Commission.
    - b) Call special meetings of the Commission in accordance with legal requirements and the Rules of Procedure.
    - c) Sign documents of the Commission.
    - d) See that all actions of the Commission are properly taken.
    - e) Assist staff in determining agenda items.
    - f) The Chairperson shall be an ex-officio member of all committees of the Planning Commission with voice but not vote.
  - 2. Vice-Chairperson. During the absence, disability, or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson.
  - 3. The City Planner, or other person acting in that capacity, with the assistance of his/her staff, shall be responsible for providing the Commission with proposed minutes of its meetings, with proposed forms of resolutions when appropriate, with staff reports and recommendations on matters of business which come before the Commission, and with proposed forms of recommendations and reports for the Commission.

#### **1.4 Powers and Duties.**

The functions, powers, and duties of the Planning Commission shall be all those functions, powers, and duties of a Planning Commission and Board of Zoning Adjustment as provided in Chapters 3 and 4 of Title 7, commencing with Section 65100 of the California Government Code (Planning and Zoning Law) as the same may be hereafter amended. The Planning Commission shall perform such other duties and functions as may be designated by the City Council.

## **2. MEETINGS, STUDY SESSIONS, AGENDAS, AND STAFF REPORTS**

### **2.1 Quorum.**

A quorum to conduct business shall consist of a minimum total of three members of the Commission (MMC section 2.44.040). A quorum is not required for workshops.

Commissioners who live or own property within 500 feet of a property that is the subject of a hearing by the Commission are presumed to be ineligible to participate in deliberations or vote on that item, as specified by the regulations promulgated by the Fair Political Practices Commission.

Commissioners who own property that is more than 500 feet but less than 1,000 feet from a property that is under review by the Commission shall determine, after consultation with the City Attorney or the Fair Political Practices Commission, if the project would have a material financial effect on the Commissioner's property, which occurs when the decision would change the Commissioner's property's development potential, income producing potential, highest and best use, or character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels or air quality and, if so, shall notify the Staff that the Commissioner is disqualified from deliberations on that item.

### **2.2 Public Meetings.**

All meetings shall be held in full compliance with the provisions of state law, ordinances of the City, and these Rules of Procedure.

### **2.3 Regular Meetings.**

Regular meetings of the Commission shall be held on the second and fourth Wednesdays of each month in City Council Chambers at One Town Square, Murrieta, unless otherwise determined by the Commission. All regular meetings of the Commission will be called to order at 6:00 p.m., unless advertised otherwise, canceled, or rescheduled.

The Commission will, except under exceptional circumstances, and with the consent of the majority of the Commission, adjourn its meetings on or before 11:00 p.m. with any unfinished business being continued to the next regular, adjourned, or special meeting, unless the Commission votes to extend the meeting. At approximately 10:00 p.m., the Chairperson will call for review of any remaining agenda items to consider whether they will likely be completed by 11:00 p.m., or whether continuances should be considered. The City Planner, or designee, will post notice of any continued hearing or other unfinished business, as required by law.

### **2.4 Special Meetings.**

A special meeting may be called at any time by the Chairperson of the Commission, or by a majority of its membership on its own motion, or at the direction of the City Council. Notice shall be sent in compliance with the Brown Act and the MMC. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at the meeting.

## **2.5 Adjourned Meetings.**

The Commission may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Ralph M. Brown Act, Government Code section 54950, et seq. ("Brown Act").

## **2.6 Workshops/Study Sessions.**

The Commission may hold a workshop as part of a regular, adjourned, or special meeting. When a matter is set for a workshop, public testimony on each item will generally be limited to three (3) minutes or more per person, at the discretion of the Chairperson. Public notice for workshops on specific matters for which public hearings are anticipated in the future will be given in the same manner as that required for public hearings, and a record of the workshop shall be entered into the minutes of any such future public hearings. A Workshop shall be for discussion only, and the Commission will take no action on the workshop item and no quorum shall be required.

## **2.7 Agendas.**

At least seventy-two (72) hours before a regular meeting, copies of the Commission's agenda shall be posted in a location that is available for viewing by the public and made available at the office of the City Planner. In accordance with the Brown Act, the Commission may not take action on any item that did not appear on the posted agenda, unless an exception is made as permitted under Government Code section 54954.2. The Chairperson may rearrange the order of presentation of items appearing on the agenda as he or she may deem necessary or desirable for the conduct of the meeting. No person shall be entitled to rely upon the order in which public hearing items appear on the posted agenda, and any public hearing on any agenda may commence immediately upon the time the meeting is called to order.

## **2.8 Staff Reports.**

When staff reports exist, they shall be made public whenever they are distributed to the Commission, except in the case of attorney/client privilege memoranda. Staff reports shall be prepared with recommendations and shall include the basis for these recommendations, and included in the hearing record on any application.

If, in reviewing a Staff Report, a Commissioner sees omissions, has questions, or is looking for specific information, it is advisable that the Commissioner contact the City Planner or Staff Planner directly prior to the hearing.

## **2.9 Order of Meetings.**

- A. UNLESS THE CHAIRPERSON IN HIS OR HER DISCRETION OTHERWISE DIRECTS, THE ORDER OF BUSINESS SHALL BE AS FOLLOWS:
1. The Chairperson shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Commission to order.
  2. Members present and absent shall be recorded.
  3. Pledge of Allegiance shall be made.

4. Public comment shall be taken, during which any member of the audience may comment on any matter which is **not** listed on the agenda for public hearing. A time limit of three minutes may be imposed on each individual if the Chairperson in his or her discretion so directs.
  5. The agenda shall be approved as submitted or revised (to the extent permitted by law).
  6. The minutes of any preceding meeting shall be submitted for approval.
  7. The public shall be advised of the procedures to be followed in the meeting.
  8. The Commission shall then hear and act upon those proposals scheduled for consideration at public hearing, followed by such other matters of business and reports as the Commission or City Planner to require Commission consideration, and as may be properly considered at that time.
  9. Adjournment.
- B. No action shall be taken by the Commission during any regular meeting on any item not appearing on the posted agenda unless any of the following conditions apply:
1. A majority of the Commission determines that an "emergency situation" exists,
  2. The Commission determines by a two-thirds vote, or by a unanimous vote if less than two thirds of the Commissioners are present, that the "need to take action" on the item arose subsequent to the posting of the agenda, or
  3. The item was included in a properly posted agenda for a prior meeting occurring not more than five days prior to the date of the meeting at which the action is taken and was continued to the meeting at which the action is taken.

## **2.10 Chairperson's Rules of Order.**

- A. After issuing a warning, the Chairperson may order from the Commission Chambers any person(s) who commit the following acts with respect to a regular or special meeting of the Commission:
1. Disorderly, contemptuous or insolent behavior toward the Commission or any member thereof, which interrupts the due and orderly course of said meeting.
  2. A breach of the peace, boisterous conduct or violent disturbance, which interrupts the due and orderly course of said meeting.
  3. Disobedience of any lawful order of the Chairperson, which shall include an order to be seated or refrain from addressing the Commission or debating with other members of the public.
  4. Any other interference with the due and orderly course of the meeting.

5. When there is no provision of these rules of procedure applicable to the conduct of the meeting or hearing of the Commission, the Chairperson shall devise appropriate rules and make final decisions on any points of order, which may arise with the concurrence of the majority of the Commission.
- B. Any Commissioner may move to require the Chairperson or person presiding at the meeting to enforce the rules, and the affirmative vote of a majority of the Commissioners present shall require him or her to so act.
- C. Commissioners shall accord the utmost courtesy to other Commissioners, to City employees, and to the public appearing before the Commission, and shall refrain at all times from derogatory remarks, negative reflections as to integrity, abusive comments, and statements as to motive and personality.

### **3. PRESENTATION OF AGENDA ITEMS**

#### **3.1 Minutes and Recording.**

Commission meetings are recorded, and in accordance with the policies of the City, the recording is permanently preserved by the City. The recording of the meeting is used by the Commission Clerk, to prepare minutes of the hearing which must be approved by the Commission. The approved minutes of a meeting shall serve as the official record of that meeting. The minutes of the Commission's proceedings shall show the vote of each Commissioner, including if they were absent or failed to vote on a matter considered. A copy of the recorded minutes may be purchased at its reproduction cost.

#### **3.2 Order of Presentation.**

- A. Unless the Chairperson in his or her discretion should direct otherwise, the order of the presentation should be as follows:
  1. The Chairperson shall call the matter by announcing the subject of the public hearing or other proposal as advertised.
  2. Requests made for continuance, shall be consistent with Section 5.4 of these rules.
  3. Presentation of staff report, including any environmental analysis or recommendation.
  4. Take questions from Commission Members to staff.
  5. Open Public Hearing.
    - a. Take testimony - applicant, proponents, opponents.
    - b. Allows applicant's rebuttal.
  6. Commission deliberates
  7. Close Public hearing.
  8. Call for a motion and a second.

9. Discuss/debate matter until there appears to be a consensus or debate ends.
10. Call for vote and vote.

Public hearings may be reopened by a motion of a Commissioner and approval by the Commission majority at any time during the meeting to permit additional testimony and evidence, or to permit reconsideration of an action or for any other reason. Any new questions of the applicant or appellant, or of the interested public, shall require the public hearing be reopened.

### **3.3 Rules of Evidence.**

Hearings and meetings before the Commission need not be conducted according to formal rules of evidence. Any relevant evidence may be considered if it is the sort of evidence upon which reasonable persons are accustomed to rely upon in the conduct of serious affairs. The Chairperson may rule irrelevant or redundant testimony out of order and may make such other rulings as may be necessary for the orderly conduct of the proceedings while ensuring basic fairness and full consideration of the issues involved. Any Commissioner may raise a point of order with the Chairperson to exclude irrelevant or out-of-order testimony from the public.

### **3.4 Burden of Proof.**

The burden of proof of all legal prerequisites to the granting of the relief or action sought shall be upon the party requesting such relief or action.

### **3.5 Written and Pictorial Evidence.**

Written or pictorial evidence that members of the public wish to submit to the Commission in advance of a Commission agenda item should be submitted by 12:00 p.m. on the Wednesday one week prior to the Commission meeting in order for such evidence to be provided to the Commission with its agenda packet in advance of the meeting. Written or pictorial evidence distributed to the Commission at the meeting may not be effective, as the Commission may not have enough time to absorb its content. Any e-mailed evidence should be submitted to [planningcommission@murrietaca.gov](mailto:planningcommission@murrietaca.gov) and must be received no later than 12:00 noon on the day of the hearing to be printed and distributed at the meeting.

Although late correspondence is highly discouraged, any citizen may submit written and pictorial evidence to the Commission through the City Planner up to and during the public hearing on an item. This paragraph shall be liberally construed so as to allow for fair public hearings.

**\*\*Written materials related to an appeal are required to be submitted 9 days prior to the scheduled hearing in accordance with MMC 16.78.060\*\***

### **3.6 Oral Evidence, Time Limits, and Number of Speakers.**

- A. A request to speak on an item must be submitted to the Commission Secretary prior to the completion of the remarks of the first speaker on the item. No request forms will be accepted after that time and no additional speakers will be allowed to speak on the item being discussed.

- B. The Chairperson's instructions to the audience will generally follow these guidelines:
1. Any person desiring to speak must first be recognized by the Chairperson.
  2. All participants must speak from the podium.
  3. All speakers are requested to first state their full names and the names of any persons in whose behalf they are appearing (if any).
  4. All comments must be made clearly and audibly.
  5. All comments shall be directed to the Commission as a body, and not to any particular Commissioner or Staff.
  6. No person, other than Commissioners, Staff, and the person having the floor shall be permitted to enter into the discussion.
  7. No questions shall be asked of Commissioners, except through the Chairperson.
  8. Repetition of comments should be avoided.
  9. Typically, each applicant and appellant will be limited to a 15-minute presentation and a 10-minute rebuttal (if requested).
  10. All other persons in favor or opposed to the requested action will be typically limited to a three- (3) minute presentation each. Persons may use up to 12 minutes of time allotted by others, present at the meeting, who have submitted speaker slips and donated their time to such person.
  11. No person shall be allowed to speak a second time except in unusual circumstances and at the discretion of the Chairperson.
  12. Due to unusual complexity of a particular item, the Chairperson, at his or her discretion, may allocate more than 15 minutes to an applicant or appellant and more than 10 minutes to all other speakers. Due to a large number of speakers on a particular item, the Chairperson, at his or her discretion, may allocate a specific amount of time to each side, and allow those wishing to speak on each side to designate a spokesperson or to divide the allotted time among themselves.

### **3.8 Evidence Received Outside a Hearing.**

The Commission does not encourage the receipt of information or evidence on a particular pending matter outside of hearings. If any Commissioner receives information during a site visit or through any other means, which he or she feels is pertinent to a pending matter, he or she shall disclose the information or evidence so received during the hearing on the matter. The applicant or appellant shall have the opportunity to supplement or rebut the information or evidence so disclosed, and failure to do so shall be deemed a waiver of any objection regarding the information or evidence.

### **3.9 City Attorney.**

The Chairperson (or any member of the Commission via the Chairperson) may request the City Attorney (or his or her assistant) to explain, either in writing or orally to Staff, as appropriate, a legal opinion on a particular matter. The City Attorney or his or her assistant may further advise the Chairperson on matters of evidence and procedure which may arise, including, but not limited to, the desirability of closed sessions to discuss pending or potential litigation.

Commissioners are able to contact the City Attorney directly with regard to any concerns about potential conflicts of interest.

#### **4. MOTIONS**

##### **4.1 Motions – Second.**

Action upon an order, resolution, ordinance, or any other action of the Commission may be proposed by any Commissioner by a motion. A motion to adjourn shall always be in order except during roll call. The Chairperson may make a motion only after all other Commissioners of the Commission present have had an opportunity to make a motion on the question. Before a motion can be considered or debated it must be seconded, at which time it shall be on the floor and must be considered. If not seconded, the motion is lost for lack of a second and shall be so declared by the Chairperson.

##### **4.2 Amendment of a Motion.**

A motion on the floor may be amended at any time before adoption or rejection. When an amendment is offered, the maker of the motion and the Commissioner who seconded the motion will be given an opportunity by the Chairperson to accept the amendment. If the maker of the motion and the Commissioner who seconded the motion agree to the amendment, the original motion as amended will then be considered. If either the maker of the motion or the Commissioner who seconded the motion does not accept the amendment, the Commission will debate and take action on the amendment before acting on the original motion. If the amendment is not adopted, the original motion will then be considered. If the amendment is adopted, the original motion as amended will then be considered.

##### **4.3 Withdrawal of Motion or Second.**

A motion may be withdrawn by the maker at any time before adoption or rejection, with consent of the second. A second to a motion may be withdrawn by the seconding Commissioner at any time before adoption or rejection of the motion. The motion will then be lost for lack of a second and so declared by the Chairperson unless seconded by another person.

##### **4.4 Tabling a Motion.**

At any time after a motion has been seconded, any Commissioner may move to table a motion. If the tabling motion is adopted, the original motion will remain on the floor but may not again be considered at the meeting at which it was made. The original motion will be considered and voted upon at a regular meeting of the Commission, specified in the motion, unless again tabled at that time. If not considered at such meeting, it will be deemed lost. If the tabling motion is not adopted, consideration of the original motion will continue.

##### **4.5 Discussion, Closure, and Question.**

After a motion has been seconded, any Commissioner may discuss or comment on the subject of the motion. The Chairperson will recognize Commissioners who desire to speak, beginning with the motion's maker, and will protect each speaker from disturbance or interference. When no Commissioner wishes to discuss or comment further, the Chairperson will call for a vote on the motion. Any Commissioner may, at any time, move to close the debate.

#### **4.6 Motions for Reconsideration.**

Motions for reconsideration of a matter may be made by any Commissioner who voted with the prevailing majority on the matter to be reconsidered. Any Commissioner may second a motion to reconsider. Motions to reconsider shall be made at the same meeting as the original motion or an adjourned meeting on the succeeding day. If the matter to be reconsidered was considered at a public hearing, the public hearing will be reopened before additional evidence is received.

## **5. DECISION-MAKING**

### **5.1 Voting.**

Three Commissioners shall constitute a quorum and an affirmative vote of a majority of those Commissioners present and voting (but not less than two votes) shall be required to carry a motion, unless a larger number of votes is required by applicable ordinance or other law.

#### **A. Tie Votes**

Any tie vote shall constitute a denial of the motion and may be reconsidered by a motion offered by any Commissioner who voted on the matter. If there is no action by an affirmative vote, the result is denial. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-maker from which the appeal was taken, unless the appeal includes the appeal of an environmental determination. For appeal of an environmental determination, approval of the environmental determination requires an affirmative vote.

#### **B. Abstentions/Recusals**

1. Abstentions are permissible to avoid an appearance of impropriety where no legal conflict exists. Abstentions shall not count as votes for the purpose of determining whether there has been an affirmative vote of a majority of the Commissioners present, but shall be counted for the purpose of determining whether a quorum is present.
2. If a Commissioner is not eligible to participate in the consideration of an item due to a conflict of interest, the Commissioner shall be disqualified and shall recuse him or herself from the voting, in which case the Commissioner cannot be included in the quorum. Prior to consideration of the matter, the conflicted Commissioner shall recuse on the record, stating the basis for the recusal, and shall then leave the room, unless legally entitled to remain under applicable law.

3. If a majority of the Commission shall be disqualified to vote on a matter by reason of actual or apparent conflict of interest, the Commission shall select by lot or other means of random selection, or by such other impartial and equitable means as the Commission shall determine, that number of disqualified Commissioners which, when added to the Commissioners eligible to vote shall constitute a quorum.

C. Roll Call

Voting upon a motion may, at the discretion of the Chairperson, and shall, upon the request of any Commissioner, be by roll call. When voting is not by roll call, the Chairperson may, in the absence of objection by any Commissioner of the Commission, declare an item to be unanimously approved. The order of voting should be rotated each meeting except that the Chairperson should vote last.

D. Motions Include Staff Recommendations

A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in both the written staff report on file on the matter and any oral staff report presented during the hearing.

E. Absentees

A Commissioner who is absent from any portion of a hearing conducted by the Commission may vote on the matter at the time it is acted upon, provided that

1. he or she has either reviewed the approved minutes of the hearing, or viewed the video recording of the entire portion of the hearing from which he or she was absent, and
2. if she or he has examined all of the staff report or minutes presented during the portion of the hearing from which he or she was absent; and
3. he or she states for the record before voting that the Commissioner deems himself or herself to be as familiar with the record and with the evidence presented at the hearing as he or she would have been had he or she personally attended the entire hearing.

**5.2 Findings.**

On any matter for which state law or City ordinance requires the preparation of written findings, the staff report submitted on the matter will contain findings proposed for adoption by the Commission.

Any motion directly or impliedly rejecting the proposed findings should include a statement of alternative or modified findings or a direction that the matter under consideration be continued for a reasonable period of time in order for staff to prepare a new set of proposed findings consistent with the evidence which has been presented and the decision which is anticipated.

**5.3 Consent Items.**

Items that require little or no discussion by the Commission may be considered as consent items. The Commission will act on these items in one motion at the beginning of the meeting. Approval by the Commission of consent items means that the staff recommendation was approved along with the findings and conditions set forth in the staff report. Any Commissioner of the Commission may request that consent items be considered in their regular order on the agenda. Removal of an item from the consent calendar is subject to approval by a majority of the Commissioners present.

**5.4 Continuances.**

Upon a showing of good cause and by request of the applicant, member of the public, or a Commissioner, the Chairperson, at the time set for a hearing on a particular item, may order the hearing to be continued. Upon the request of any Commissioner, continuance decisions shall be made by a motion and roll call vote of all Commissioners present. If the action is to continue a hearing to a specified date, no additional public notice is necessary. If the action is to continue the item to an unspecified date, additional public notice shall be given in accordance with state law.

**6. CONSTRUCTION AND EFFECT**

These procedural rules shall be construed and applied so as to ensure a full and fair hearing of relevant evidence which is offered on a land use matter and to facilitate an orderly analysis of evidence and issues by the Commission. Failure to comply with the strict provisions of these rules shall not necessarily invalidate any action taken by the Commission.

**7. REVIEW AND AMENDMENTS PROCEDURES**

Adoption and implementation of these rules is intended to be consistent with the provisions of California Government Code section 65010(b) and Murrieta Municipal Code section 2.44.060.

**7.1 Annual Review.**

These Rules of Procedure shall be reviewed annually in July by the Commission to determine whether an amendment is appropriate or necessary.

**7.2 Amendment.**

In addition, these Rules of Procedure may be amended at any meeting of the Planning Commission by a majority of the membership (three affirmative votes) of the Commission provided that notice of the proposed amendment is received by each Commissioner not less than five (5) days prior to said meeting.

**PASSED, APPROVED, AND ADOPTED THIS 12<sup>th</sup> DAY OF February, 2025 by the following call vote:**

*Dennis Vrooman*  
\_\_\_\_\_  
Planning Commission Chairperson

ATTEST:

*Carl Stiehl*  
\_\_\_\_\_  
Carl Stiehl, City Planner

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the 12<sup>th</sup> day of February 2025 by the following roll call vote:

AYES: Vrooman, Beamish, Desena  
NOES: None  
ABSENT: LaPaglia, Wojcik  
ABSTAINED: None

*Carl Stiehl*  
\_\_\_\_\_  
Carl Stiehl, City Planner



# CITY OF MURRIETA

## Planning Commission Meeting Agenda Report

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3/25/2026  
Agenda Item No.

---

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING  
COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: Tanya Wells, Executive Assistant - Planning

SUBJECT: Planning Commission Minutes

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### **RECOMMENDATION**

Approve the minutes of August 13, 2025, and October 22, 2025 Regular Planning Commission Meetings.

### **ATTACHMENTS**

1. August 13, 2025 Planning Commission Meeting Minutes
2. October 22, 2025 Planning Commission Meeting Minutes

**CITY OF MURRIETA  
1 TOWN SQUARE  
MURRIETA, CA  
MINUTES**



**August 13, 2025  
6:00 PM REGULAR MEETING**

**MURRIETA PLANNING COMMISSION**

**Dennis Vrooman  
Chair**

**Joe Wojcik  
Vice Chair**

**Michael LaPaglia  
Commissioner**

**John Rose  
Commissioner**

**Michael DeSena  
Commissioner**

**CALL TO ORDER** 6:00 p.m.

**ROLL CALL**

Present: Chair Dennis Vrooman  
Vice Chair Wojcik  
Commissioner Michael DeSena  
Commissioner John Rose

Absent: Commissioner Michael LaPaglia

**PLEDGE OF ALLEGIANCE** Commissioner Rose

**APPROVAL OF AGENDA**

Action: It was moved by Commissioner DeSena seconded by Vice Chair Wojcik to approve the Agenda.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, DeSena, Rose  
Noes: None  
Absent: LaPaglia

**PUBLIC COMMENTS**

None.

## APPROVAL OF MINUTES

Action: It was moved by Commissioner DeSena seconded by Vice Chair Wojcik to approve the minutes of the April 9, 2025 regular Planning Commission meeting.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, DeSena, Rose

Noes: None

Absent: LaPaglia

## PUBLIC HEARING

Development Agreement related to the Development of the Triangle Project.

Vice Chair Wojcik recused himself from the item.

Development Services Director David Chantarangsu delivered the Staff report and presentation.

Principal Engineer Rick Alzaga and Senior Planner Dennis Watts were available for the Commissioner's questions.

The Planning Commission asked questions of staff, who provided responses to the satisfaction of the Commission.

The Public Hearing was opened at 6:30 p.m.

### Public Testimony

None.

The Public Hearing was closed at 6:30 p.m.

Action: It was moved by Commissioner DeSena seconded by Commissioner Rose a Resolution of the Planning Commission of the City of Murrieta, recommending that the City Council adopt Ordinance No. approving a Development Agreement between the City of Murrieta and Domenigoni Barton Partners, LLC., and Tres Estrellas, LLC., and finding the Development Agreement is Consistent with the previously approved addendum to the previously adopted subsequent Environmental Impact Report (State Clearinghouse No. 2008061104) for the Triangle Specific Plan.

Motion carried by the following vote:

Ayes: Vrooman, DeSena, Rose

Noes: None

Absent: LaPaglia

Recused: Wojcik



The City of Murrieta Intends to Comply with the **Americans with Disabilities Act (ADA)**. Persons with special needs should call Stephanie Smith at (951) 461-6031 at least 72 hours in advance.

Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Tentative Parcel Map 39214 (PLAN-MAPS-2025-00024) for finance and conveyance purposes only to split 26.32 acres into 2 parcels located on the northeast corner of Antelope Road and Somers Road and west of Whitewood Road

Assistant Planner Rod Salazar presented the staff report and presentation.

Principal Engineer Rick Alzaga and Senior Planner Dennis Watts were available for the Commissioner's questions.

Ivan Holler, representing Argent Development, responded to the Commissioners' question.

The Public Hearing was opened at 6:43 p.m.

#### Public Testimony

None.

The Public Hearing was closed at 6:43 p.m.

Action: It was moved by Commissioner DeSena seconded by Vice Chair Wojcik approving Tentative Parcel Map No. 39214 (PLAN-MAPS-2025-00024) for Finance and Conveyance purposes only, to split 26.32 acres into two (2) parcels located East of Antelope Road, North of Somers Road, West of Whitewood Road (APN: 392-290-070), based on the findings stated in the Resolution and subject to the Conditions of Approval.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, DeSena, Rose

Noes: None

Absent: LaPaglia

Municipal Code Amendment (MCA-2025-00011): Consideration of a proposed ordinance revising Title 16 (Development Code) of the Murrieta Municipal Code by amending Sections 16.08.010 and 16.44.150 related to group homes, sober living homes, and residential care facilities.

Development Services Director David Chantarangsu delivered the Staff report and presentation.

The Planning Commission asked staff several questions, and staff provided responses that satisfied the Commission.

The Public Hearing was opened at 7:28 p.m.

#### Public Testimony

None.



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The Public Hearing was closed at 7:28 p.m.

Action: It was moved by Vice Chair Wojcik seconded by Chair Vrooman a Resolution of the Planning Commission of the City of Murrieta, recommending that the City Council approve the proposed Development Code Amendment to revise Title 16 of the Murrieta Municipal Code by amending sections as outlined by the City Attorney. \*\*\*1608.010, 1644.150, 1644.045 and 16110.020 related to group homes, sober living homes, and residential care facilities with the proposed change to the Ordinance to change the rural residential from 1000 ft. to 800 ft. and a recommendation that the City Council expand those separation requirements.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, Rose  
Noes: None  
Absent: LaPaglia  
Recused: DeSena

### **CITY PLANNER COMMENTS**

City Planner Carl Stiehl congratulated John Rose on his appointment to the Commission and thanked the Commission for their work.

### **CITY ATTORNEY COMMENTS**

None.

### **PLANNING COMMISSION COMMENTS**

The Commissioners thanked staff.

**ADJOURNMENT** 7:33 pm

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Tanya Wells, Planning Commission Secretary



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**CITY OF MURRIETA  
1 TOWN SQUARE  
MURRIETA, CA  
MINUTES**



**October 22, 2025  
6:00 PM REGULAR MEETING**

**MURRIETA PLANNING COMMISSION**

**Dennis Vrooman  
Chair**

**Joe Wojcik  
Vice Chair**

**Michael LaPaglia  
Commissioner**

**John Rose  
Commissioner**

**Michael DeSena  
Commissioner**

**CALL TO ORDER** 6:02 p.m.

**ROLL CALL**

Present: Chair Dennis Vrooman  
Vice Chair Wojcik  
Commissioner Michael LaPaglia  
Commission Rose

Absent: Commissioner Michael DeSena

**PLEDGE OF ALLEGIANCE** Vice Chair Wojcik

**APPROVAL OF AGENDA**

Chair Vrooman indicated that he would like to split the May 14, 2025, and May 28, 2025 Planning Commission meeting minutes so they can be voted on separately.

Action: It was moved by Chair Vrooman seconded by Commissioner LaPaglia to Approve the revised Agenda with the above changes to the minutes.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, LaPaglia, Rose  
Noes: None  
Absent: DeSena

**PUBLIC COMMENTS**

None.

## APPROVAL OF MINUTES

Action: It was moved by Vice Chair Wojcik seconded by Commissioner LaPaglia to approve the minutes of the May 14, 2025.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, LaPaglia, Rose

Noes: None

Absent: DeSena

Action: It was moved by Vice Chair Wojcik seconded by Commissioner LaPaglia to approve the minutes of May 28, 2025.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, LaPaglia, Rose

Noes: None

Absent: DeSena

## PUBLIC HEARING

Tentative Parcel Map 39163 (PLAN-MAPS-2025-00022) to Subdivide 5.08 Acres into 2 Parcels Located North of Murrieta Hot Springs Road and East of Alta Murrieta Road.

Senior Planner Dennis Watts presented the staff report and gave a detailed presentation to the Commission.

The Planning Commission asked questions of staff who provided responses to the satisfaction of the Commission.

The Public Hearing was opened at 6:18 pm.

### Public Testimony

None

The Public Hearing was closed at 6:18 pm.

Action: It was moved by Commissioner Chair Vrooman seconded by Commissioner Rose to Consider and approve the environmental determination that the project is Categorically Exempt pursuant to Section 15315 (Minor Land Divisions), Class 15 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA), California Code of Regulations (CCR) Title 14; and Adopt a Resolution entitled, A Resolution of the Planning Commission of the City of Murrieta approving Tentative Parcel Map No. 39163 (PLAM-Maps-2025-00022) to Subdivide 5.08 Acres into 2 parcels located north of Murrieta Hot Springs Road and east of Alta Murrieta



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Road (APN: 912-020-010), based on the findings stated in the Resolution and subject to the Conditions of Approval.

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, LaPaglia, Rose

Noes: None

Absent: DeSena

Tentative Parcel Map 39172 (PLAN-Maps-2025-00025) a map to Subdivide 12.21 acres into 6 Parcels.

Associate Planner Aaron Rintamaki presented the staff report and provided an overview of the project, along with a detailed presentation to the Commission.

The Planning Commission asked staff questions regarding the item, and staff provided detailed responses and clarifications that addressed the Commission's concerns to their satisfaction.

The Public Hearing was opened at 6:37 pm.

#### Public Testimony

None

The Public Hearing was closed at 6:37 pm.

Action: It was moved by Commissioner LaPaglia seconded by Vice Chair Wojcik to Consider and approve the Notice of Exemption for Residential, Commercial, and Mixed-Use Projects that are consistent with an adopted Specific Plan pursuant to the guidelines for implementation of the California Environmental Quality Act (CEQA) section 15182 of title 14, Division 6, Chapter 3 of the California Code of Regulations, and Public Resources Code Section 21083.3; and adopt a Resolution of the Planning Commission of the City of Murrieta to approve Tentative Parcel Map 39172 (Plan-Maps-2025-00025), a Map Subdividing 12.21 Acres totaling 3 Parcels Into 6 Parcels Based on the findings and subject to the Conditions of Approval (APN's: 963-070-058, 963-070-059, 963-070-060).

Motion carried by the following vote:

Ayes: Vrooman, Wojcik, LaPaglia, Rose

Noes: None

Absent: DeSena

#### **CITY PLANNER COMMENTS**

City Planner Carl Stiehl thanked the staff for their attendance and shared a brief update on the Statewide Planning Conference that staff recently attended, as well as information on upcoming Planning Commission meetings.



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## CITY ATTORNEY COMMENTS

None.

## PLANNING COMMISSION COMMENTS

Chair Vrooman highlighted key moments from the State of the City address.

**ADJOURNMENT** 6:41 pm

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Tanya Wells, Planning Commission Secretary



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# CITY OF MURRIETA

## Planning Commission Meeting

### Agenda Report

3/25/2026  
Agenda Item No.

---

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: French Valley Crossings Development Agreement (DA) 2026-00006

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#### **RECOMMENDATION**

Staff recommends that the Planning Commission:

1. Conduct a public hearing on the Development Agreement with French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP a California limited partnership (Development Agreement);
2. Recommend to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement;
3. Find that the adoption of the Development Agreement is consistent with the General Plan; and
4. Adopt a Resolution recommending that the City Council Approve the Development Agreement.

#### **ENVIRONMENTAL**

Pursuant to CEQA Guidelines Section 15162, no further analysis is required under CEQA in connection with the approval of the Development Agreement since the Development Agreement does not alter the approved Project and the Development Agreement only extends time for the entitlements. No new environmental impacts will be created as a result of the approval of the Development Agreement.

#### **PRIOR ACTION/VOTE**

On September 9, 2020, the City Planning Commission adopted Resolution No. PC-2020-11 approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (2018-1720), Conditional Use Permit (2018-1722) and Variance (2020-2039) approving the development of a 37,800 square foot commercial center and private and public infrastructure on the property (collectively, "Project"). The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 ("EIR") and the various addendums thereto and adopted an Addendum

to the EIR (collectively with previously approved EIR and addenda.

On October 8, 2024, the City Planner administratively approved a three-year time extension of the referenced approvals, providing for a new expiration date of September 9, 2026.

On February 12, 2026, staff administratively approved Substantial Conformance (SC-2023-00003), modifying auto repair and car wash improvements, addition and modification of drive-thru lanes, and other site plan adjustments involving building and pad sizes and locations with no change in building area. Associated with SC-2021-2294.

## **EXECUTIVE SUMMARY**

The subject property is an approximate 10-acre parcel located at the southwest corner of Winchester Road and Clinton Keith Road (Site). Development of the Site has been anticipated since 2005 and was associated with the development of the property to the north which is referred to as the Murrieta Marketplace. The Site's planned separation from the Murrieta Marketplace occurred with Riverside County's completion of the extension of Clinton Keith Road in 2024.

The original approval contemplated the development of a 37,800 square foot commercial center and private and public infrastructure on the Site. Development of the Site includes a fueling station, convenience store, car wash, and six other retail uses with drive-thru uses and freestanding pads and included a parcel map for the division of the Site into various parcels to facilitate the lease and financing of the Site. Collectively these uses and improvements are referred to as the Project.

The Development Agreement will extend the entitlements described above for 10 years. This will allow sufficient time for the construction of the Project which will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City.

## **BACKGROUND**

French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP a California limited partnership (collectively, Developer) applied for a Development Agreement to extend the term of the Entitlements. The Entitlements were approved for the Site, which is an undeveloped lot of approximately 10.153 acres of land located at the southwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APN 963-060-086).

Pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement, which is essentially a contract between the City and the Developer, must be approved by ordinance following public hearings by the Planning Commission and City Council. This public hearing before the Planning Commission was properly noticed pursuant to Murrieta Municipal Code (MMC) Section 16.54.060 and Chapter 16.76 and Government Code Section 65867. At the conclusion of the public hearing, the Planning Commission must make a written recommendation to the City Council that the City Council approve, conditionally approve, or disapprove the application with appropriate findings in compliance with MMC Section 16.54.070.

For the Planning Commission to recommend that the City Council adopt the ordinance approving the Development Agreement, the Planning Commission must make three findings:

1. In accordance with MMC Section 16.54.070, the proposed Development Agreement will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan,

and the Development Code.

2. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be in the best interest of the City.

3. The proposed Development Agreement is internally consistent with other applicable provisions of the Development Code.

The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2020 for the French Valley Crossings commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code.

The 2020 approvals included Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (DP-2018-1720), Conditional Use Permit (2018-1722) and Variance (VAR-2020-2039) which were granted by Planning Commission Resolution No PC-2020-11. The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements. Because the Development Agreement only provides additional time for the implementation of an already approved project and does not authorize any changes to the approved land uses, density, intensity, or development standards, the Agreement remains fully consistent with the objectives, policies, and implementation programs of the General Plan and with the provisions of the Development Code.

The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services. By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project.

Because the Development Agreement operates within the authority provided by the Development Code and does not conflict with any of its provisions, the Agreement is internally consistent with the City's adopted land

use regulations.

Lastly, the Planning Commission is asked to make a finding on whether the approval of the proposed Development Agreement complies with the California Environmental Quality Act (CEQA). Staff recommends that that Planning Commission find that the proposed Development Agreement is in compliance with the provisions of CEQA Guideline Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement. This finding can be made because the proposed Development Agreement does not alter the approved Project, the proposed Development Agreement only extends time for the entitlements. Accordingly, no new environmental impacts will be created as a result of the approval of the Development Agreement and the prior CEQA Approvals remain adequate.

## **ATTACHMENTS**

Resolution

**PLANNING COMMISSION  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MURRIETA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ORDINANCE NO. \_\_\_\_\_ APPROVING A DEVELOPMENT AGREEMENT WITH FRENCH VALLEY CROSSINGS, LP AND PHELAN SERVICE STATION, LP TO EXTEND THE ENTITLEMENTS FOR THE DEVELOPMENT OF A COMMERCIAL SHOPPING CENTER AT THE SOUTHWEST CORNER OF WINCHESTER ROAD (HIGHWAY 79) AND CLINTON KEITH ROAD**

**WHEREAS**, French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP, a California limited partnership (collectively, “Developers”) own an undeveloped lot containing approximately 10.153 acres of land at the southwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APNs 963-060-086) in Murrieta, California (“Site”); and

**WHEREAS**, on September 9, 2020, the City Planning Commission adopted Resolution No. PC-2020-11 approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (2018-1720), Conditional Use Permit (2018-1722) and Variance (2020-2039) each as conditioned thereby pursuant to the Conditions of Approval (collectively, “Entitlements” ) to approve the development of a 37,800 square foot commercial center and private and public infrastructure on the property (collectively, “Project”) on the Site. The Project will include a fueling station, convenience store, car wash, and six other retail uses. The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and the various addendums thereto and adopted an Addendum to the EIR (collectively with previously approved EIR and addenda, “CEQA Approvals”); and

**WHEREAS**, consistent with Murrieta Municipal Code Section 16.54.040(A)(3), Developers propose to enter into a Development Agreement with the City of Murrieta (“City”) to extend the entitlements for the Project through September 9, 2036 as the Entitlements will otherwise expire on September 9, 2026; and

**WHEREAS**, California Government Code Sections 65864 *et seq.* (“Development Agreement Law”) and Murrieta Municipal Code Chapter 16.54 (“City Development Agreement Ordinance”) authorize the City to enter into binding development agreements to provide an enhanced degree of certainty in the development process for both the property owner/developer and the affected public agency; and

**WHEREAS**, the Project will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City; and

**WHEREAS**, pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement must be approved by ordinance following public hearings by the Planning Commission and City Council; and

**WHEREAS**, the City proposes an Ordinance approving a Development Agreement with Developers to extend the Entitlements pursuant to the terms contained in the Development Agreement; and

**WHEREAS**, Staff have reviewed the extension request and have determined that the extended term will not be detrimental to the surrounding areas; and

**WHEREAS**, on March 25, 2026, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Ordinance approving the Development Agreement, at which a staff report was presented and evidence was provided in the record to support the findings required by Murrieta Development Code Section 16.54.070; and

**WHEREAS**, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and has determined that the proposed Ordinance approving the Development Agreement is appropriate; and

**WHEREAS**, the Planning Commission has considered the potential for environmental effects as a result of the proposed Development Agreement pursuant to the California Environmental Quality Act (CEQA) and concurs with staff's recommendation.

**NOW, THEREFORE**, the Planning Commission of the City of Murrieta does resolve as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by this reference as if set forth in full.

Section 2. The Planning Commission makes the following findings based on the following facts:

A. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code.

**FACTS:** The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development

standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2020 for the French Valley Crossings commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code. The 2020 approvals included Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (DP-2018-1720), Conditional Use Permit (2018-1722) and Variance (VAR-2020-2039) which were granted by Planning Commission Resolution No PC-2020-11.

The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements.

Because the Development Agreement only provides additional time for the implementation of an already approved project and does not authorize any changes to the approved land uses, density, intensity, or development standards, the Agreement remains fully consistent with the objectives, policies, and implementation programs of the General Plan and with the provisions of the Development Code.

B. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be in the best interest of the City.

**FACTS:** The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards.

The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services.

By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

C. The proposed Development Agreement is internally consistent with other applicable provisions of the Development Code.

FACTS: The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project.

The Site's Regional Commercial (RC) zoning designation allows for the type of commercial development previously approved for the Site. The Development Agreement does not modify or waive the underlying zoning regulations, development standards, or conditions of approval applicable to the project. Instead, it preserves the regulatory framework established by the Development Code while providing additional time for the approved project to be constructed.

Because the Development Agreement operates within the authority provided by the Development Code and does not conflict with any of its provisions, the Agreement is internally consistent with the City's adopted land use regulations.

Section 3. The Planning Commission recommends that that the City Council find that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guideline Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement.

FACTS:

- (a) The Development Agreement does not alter the approved Project, the Development Agreement only extends time for the entitlements.
- (b) No new environmental impacts will be created as a result of the approval of the Development Agreement.
- (c) The prior CEQA Approvals remain adequate.

Section 4. Based on the written and oral information received at the public hearing and the findings stated above, the Planning Commission recommends that the City Council adopt the environmental determination and adopt an Ordinance approving the Development Agreement in substantially the same form as set forth in **Exhibit "A."**

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Murrieta, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**APPROVED:**

\_\_\_\_\_  
Planning Commission Chairperson

**ATTEST:**

\_\_\_\_\_  
Carl Stiehl, City Planner

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the \_\_\_ day of \_\_\_\_\_, 2026 by the following roll call vote:

MOTION MADE BY COMMISSIONER \_\_\_\_\_

SECONDED BY COMMISSIONER \_\_\_\_\_

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

\_\_\_\_\_  
Carl Stiehl, City Planner

**ATTACHMENTS:**

Proposed ordinance

**EXHIBIT A**  
**PROPOSED ORDINANCE**

**ORDINANCE NO. 26-\_\_**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT WITH FRENCH VALLEY CROSSINGS, LP AND PHELAN SERVICE STATION, LP TO EXTEND THE ENTITLEMENTS FOR THE DEVELOPMENT OF A COMMERCIAL SHOPPING CENTER AT THE SOUTHWEST CORNER OF WINCHESTER ROAD (HIGHWAY 79) AND CLINTON KEITH ROAD**

Summary: This ordinance adopts a Development Agreement for the construction of a shopping center at the southwest corner of Winchester Road (Highway 79) and Clinton Keith Road to extend the project's entitlements.

**WHEREAS**, consistent with Murrieta Municipal Code Section 16.54.040(A)(3), French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP, a California limited partnership (collectively, "Developers") proposed to enter into a Development Agreement with the City of Murrieta ("City") to extend the entitlements for the development of a 37,800 square foot commercial center and private and public infrastructure on the property (collectively, "Project") owned by Developers. The Project will include a fueling station, convenience store, car wash, and six other retail uses on an undeveloped lot located on approximately 11.40 acres of land at the southwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APNs 963-060-079 and a portion of 963-060-077) in Murrieta, California ("Site"); and

**WHEREAS**, California Government Code Sections 65864 *et seq.* ("Development Agreement Law") and Murrieta Municipal Code Chapter 16.54 ("City Development Agreement Ordinance") authorize the City to enter into binding development agreements for the purpose of providing an enhanced degree of certainty in the development process for both the property owner/developer and the affected public agency; and

**WHEREAS**, on September 9, 2020, the City Planning Commission adopted Resolution No. PC-2020-11 approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (2018-1720), Conditional Use Permit (2018-1722) and Variance (2020-2039) each as conditioned thereby pursuant to the Conditions of Approval (collectively, "Entitlements") to approve the development of the Project on the Site. The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 ("EIR") and the various addendums thereto and adopted an Addendum to the EIR (collectively with previously approved EIR and addenda, "CEQA Approvals"); and

**WHEREAS**, without the approval of the Development Agreement ("DA"), the Project will expire September 9, 2026. Pursuant to the Developers' request, the City and Developers have negotiated and agreed to the DA, attached hereto as Exhibit A, which will extend the term of the Entitlements through September 9, 2036; and

**WHEREAS**, the Project will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City; and

**WHEREAS**, at a duly-noticed public hearing on March 25, 2026, the City Planning Commission considered the approval of the DA and made a recommendation to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines Section 15162 determining that no further analysis is required under CEQA in connection with the approval of the Development Agreement; and

**WHEREAS**, the Planning Commission found the DA consistent with the goals and policies of the General Plan and the City’s Development Code (Murrieta Municipal Code Title 16) and adopted Resolution No. PC Resolution No. \_\_\_\_\_ recommending the approval of the DA; and

**WHEREAS**, the City Council held a duly noticed public hearing regarding the DA on \_\_\_\_\_, 2026, and considered the recommendation of the City Planning Commission and the evidence, testimony, and arguments submitted by City staff, the Developers, and all interested parties; and

**WHEREAS**, the City Council finds and determines that all actions required of City prior to approval of the DA by the City Council have been duly and regularly taken and all legal prerequisites of the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are hereby incorporated into this Ordinance as set forth herein.

SECTION 2. That, as conditioned, the Project conforms to the regulations contained within Title 16, the Murrieta Development Code, and with the adopted elements of the Murrieta General Plan.

SECTION 3. Based upon the evidence presented, the City Council makes the following findings of fact for the adoption of the DA attached as Exhibit A pursuant to Murrieta Municipal Code Section 16.54.070:

- a. *The Development Agreement is in the best interests of the city.*  
The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development

standards. The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services. By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

b. *The Development Agreement is consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and this development code.*

The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2020 for the French Valley Crossings commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code.

c. *The Development Agreement is compatible with the surrounding development.*

The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements. The Agreement facilitates the development of the Project which is located at a significant regional travel intersection in southwest Riverside County - Clinton Keith Road and Winchester Road. The east side of Winchester Road at Clinton Keith Road was developed under the jurisdiction of Riverside County and includes similar commercial development such as fast food restaurants, a neighborhood commercial center consisting of a Stater Brothers grocery store, CVS Drugstore, Starbucks, and other ancillary retail uses like banks, gas stations, and smaller industrial and office buildings. The Development Agreement facilitates similar retail and commercially oriented uses and is therefore compatible with surrounding development.

d. *The Development Agreement will not adversely affect public health, safety, or welfare.*

The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the

duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project. Further, the Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Project also does not increase the severity of any environmental impacts not previously known.

The proposed Development Agreement will not adversely affect the public health, safety, or general welfare because it does not modify the approved project, increase development intensity, or introduce new land uses beyond those previously evaluated and approved by the City. The Development Agreement solely extends the duration of previously approved entitlements for the French Valley Crossings project.

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162, the City has determined that none of the conditions requiring preparation of a subsequent or supplemental environmental document have occurred. There are no substantial changes to the project, no substantial changes in the circumstances under which the project is undertaken, and no new information of substantial importance that would result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts.

The previously certified 2005 Environmental Impact Report for the Marquis/Westmar Commercial Project (SCH No. 2005031028), together with subsequent addenda prepared for the French Valley Crossings project, adequately evaluated the environmental effects of the approved development, including those related to public health, safety, and welfare. The Development Agreement does not alter those conclusions, and all previously adopted mitigation measures and conditions of approval remain applicable. Accordingly, the approval of the Development Agreement resulting in an extension of the entitlement period for 10 additional years will not affect public health, safety, or welfare.

SECTION 4. Based upon all oral and written reports and presentations made by City staff and members of the public, including any attachments and exhibits, the City Council hereby finds that the proposed approval of the DA and the construction of the Project does not require further analysis under the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("CEQA"), pursuant to CEQA Guidelines 15162, because the DA does not alter the approved Project and is only extending the term of the Entitlements which were previously analyzed under CEQA and said CEQA analysis remains adequate because no new environmental impacts will be created as a result of the approval of the DA.

SECTION 5. The City Manager and City Clerk, and their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the DA.

SECTION 6. Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said DA with the County Recorder within 10 days after the City signing of the DA.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jon Levell, Mayor

ATTEST:

\_\_\_\_\_  
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   )§  
CITY OF MURRIETA        )

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 2\_ - \_\_\_\_\_ was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the \_\_\_th day of \_\_\_\_\_, 2026, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Cristal McDonald, City Clerk

**ORDINANCE EXHIBIT A**  
**PROPOSED DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Murrieta  
One Town Square  
Murrieta, CA 92562

Attention: City Clerk

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APN: 963-060-086

(Space Above For Recorder's Use)  
Exempt from Recording Fees pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT**

**between**

**CITY OF MURRIETA,  
a California general law city and municipal corporation**

**and**

**French Valley Crossings, LP  
a California limited partnership**

**and**

**Phelan Service Station, LP  
a California limited partnership**

**Reference dated as of \_\_\_\_\_, 2026**

## TABLE OF CONTENTS

	<u>Page</u>
RECITALS .....	1
1. DEFINITIONS AND EXHIBITS.....	2
1.1 Definitions.....	2
1.2 Exhibits.....	6
2. GENERAL PROVISIONS.....	6
2.1 Binding Effect of Agreement.....	6
2.2 Term.....	7
2.3 Assignment and Transfer.....	7
2.4 Voluntary Amendment or Cancellation of Agreement.....	7
2.5 Termination.....	7
2.6 Representations and Warranties.....	8
2.7 Notices.....	9
3. DEVELOPMENT OF THE PROPERTY.....	10
3.1 Vested Right to Develop.....	10
3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.....	10
3.3 Intentionally Omitted.....	11
3.4 Timing of Development; Public Improvements Phasing.....	11
3.5 Changes and Amendments to Existing or Subsequent Development Approvals.....	11
3.6 Reservations of Authority.....	12
3.7 Subsequent Development Approvals.....	12
3.8 Modification or Suspension by State or Federal Law.....	13
3.9 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes.....	13
3.10 Legally Binding Contract; Enforceability.....	13
3.11 Future Use of CEQA Approvals.....	13
3.12 Extension of Term of Map and Other Development Permits.....	14
4. PUBLIC BENEFITS.....	14
4.1 Project Objectives.....	14
4.2 Credit/Reimbursement for Offsite Improvements.....	15
4.3 Offsite Improvements.....	15
5. OPERATING MEMORANDUM.....	15
6. REVIEW FOR COMPLIANCE.....	15
6.1 Periodic Review.....	15
6.2 Procedure.....	16
6.3 No Waiver.....	16
6.4 Proceedings for Modification or Termination.....	16
6.5 Hearing on Modification or Termination.....	16
6.6 Certificate of Agreement Compliance.....	17

	<b>Page</b>
7. NO CROSS-DEFAULTS. ....	17
8. DEFAULT AND REMEDIES.....	17
8.1 Remedies in General. ....	17
8.2 Specific Performance. ....	18
8.3 Release. ....	18
8.4 City’s Termination of Agreement or Exercise of Other Remedies Upon Developer’s Default. ....	18
8.5 Developer’s Termination of Agreement or Exercise of Other Remedies Upon City’s Default. ....	19
8.6 Informal Resolution. ....	19
9. THIRD PARTY LITIGATION. ....	19
9.1 Defense of Third Party Litigation. ....	19
9.2 Extension of Term. ....	19
10. MORTGAGEES. ....	20
10.1 Mortgagee Protection. ....	20
11. INSURANCE; INDEMNIFICATION.....	20
11.1 Insurance. ....	20
11.2 Indemnification. ....	22
12. MISCELLANEOUS PROVISIONS.....	23
12.1 Recordation of Agreement. ....	23
12.2 Entire Agreement. ....	23
12.3 Estoppel Certificates. ....	24
12.4 Severability. ....	24
12.5 Interpretation and Governing Law. ....	24
12.6 Section Headings. ....	24
12.7 Singular and Plural. ....	24
12.8 Including. ....	24
12.9 Time of Essence. ....	24
12.10 Calendar Periods. ....	24
12.11 Waiver. ....	24
12.12 No Third Party Beneficiaries. ....	25
12.13 Permitted Delays. ....	25
12.14 Successors in Interest. ....	25
12.15 Counterparts. ....	25
12.16 Jurisdiction and Venue. ....	25
12.17 Project as a Private Undertaking. ....	25
12.18 Further Actions and Instruments. ....	25
12.19 Eminent Domain. ....	26
12.20 Attorneys’ Fees. ....	26
12.21 Authority to Execute. ....	26

## DEVELOPMENT AGREEMENT

### (French Valley Crossings)

This Development Agreement (as further defined in Section 1.1, “Agreement”) is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation (as further defined in Section 1.1 “City”); and French Valley Crossings, LP, a California limited partnership and Phelan Service Station, LP a California limited partnership, as tenants-in-common (collectively, and as further defined in Section 1.1, “Developer”). This Agreement is dated as of \_\_\_\_\_, 2026 for reference only. This Agreement will not become effective until the “Effective Date” (defined in Section 1.1). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

### RECITALS

A. Developer owns approximately 10.153 acres of land located west of Winchester Road Hwy 79 and south of Clinton Keith Road in the City of Murrieta, California (APN 963-060-086) (“Property”) legally described on the attached Exhibit A and depicted on the attached Exhibit B (“Site Plan”). Developer intends to develop the Project (defined below) on the Property. A portion of the Property was acquired by Developer from City as documented in Certificate of Compliance with the California Subdivision Map Act dated April 1, 2025 and recorded on April 7, 2025 in the official records of Riverside County as Instrument No. 2025-0102672.

B. On September 9, 2020, the City Planning Commission adopted Resolution No PC-2020-11 with respect to the Property, approving Tentative Parcel Map (TPM) 35036 (Case No. TPM-2019-1721), a Development Plan (DP-2018-1720), Conditional Use Permit (2018-1722) and Variance (VAR-2020-2039) each as conditioned thereby pursuant to the Conditions of Approval. The foregoing development approvals authorized a nine (9) parcel map to be developed with a 37,800 square foot commercial center including 7 buildings and private and public infrastructure on the Property. Developer intends to construct a fueling station, a convenience store, a car wash and six other retail uses on the Property including fast food restaurants, fast casual restaurants and restaurants with drive-thrus, in up to three phases (as further defined in Section 1.1, “Project”). The Planning Commission approval included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and the various addendums thereto and adopted an Addendum to the EIR in 2020 (collectively with previously approved EIR and addenda, “CEQA Approvals”).

C. On September 15, 2021, the City of Murrieta Planning Division acted administratively to approve Substantial Conformance (SC) 2021-2294 with respect to Parcel 2 of approved TPM 35036 to permit a vehicle fueling station thereon as conditioned and to reaffirm the effectiveness of the other Development Approvals, including the Conditions of Approval.

D. Developer submitted an additional substantial conformance request (SC-2023-0003) in 2025 to extend the time period for the Development Approvals described above and to modify building sizes and uses. SC-2023-0003 was approved by the City on February 12, 2026.

E. City is authorized under Section 7 of the California Constitution and Government Code Section 65864, *et seq.* (“Development Agreement Law”) to enter into binding development

agreements with persons having legal or equitable interests in real property for the development of that property.

F. Developer has applied to City for approval and enactment of this Agreement in order to preserve the Development Approvals for the Property while additional development approvals are under consideration and to permit adequate time for phasing and construction following such approvals. The City Planning Commission (“Planning Commission”) and the City Council (“City Council”) have conducted public hearings and have found that this Agreement is consistent with City’s General Plan (“General Plan”), including the General Plan Land Use Element.

G. On \_\_\_\_\_, 2026, the Planning Commission made CEQA findings and adopted Resolution No. \_\_\_\_ - \_\_ recommending that the City Council approve an ordinance approving this Agreement.

H. On \_\_\_\_\_, 2026, the City Council made CEQA findings and adopted Ordinance No. \_\_\_\_ - \_\_ (“Enacting Ordinance”), which approved this Agreement.

I. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property to assure that previously approved map, permits and entitlements for the Project remain in effect to permit development of the Project as approved by the City. This Agreement binds City and future City Councils and limits the City Council’s future exercise of its police powers in exchange for the public benefits conveyed by Developer to the City. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City’s citizens and the health, safety and welfare of the public.

J. All of City’s prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

K. The Development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

“Agreement” means this Development Agreement and all attachments and exhibits thereto.

“Annual Monitoring Report” has the meaning ascribed to the term in Section 6.1.

“Applications” has the meaning ascribed to the term in Section 3.7.b.

“CEQA” means the California Environmental Quality Act, codified at Public Resources Code Section 21000 *et seq.* and the CEQA Guidelines, 14. C.C.R. Section 15000 *et seq.*

“CEQA Approvals” has the meaning ascribed to the term in Recital B.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Murrieta, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

“City Council” means the City Council of the City of Murrieta.

“Claims or liabilities” has the meaning ascribed to the term in Section 11.2(a).

“Conditions of Approval” means the Conditions of Approval attached as Exhibit C to this Agreement and incorporated herein by this reference.

“Developer” is defined in the preamble to this Agreement and the respective successors and assigns of each of French Valley Crossings, LP, Phelan Service Station, LP and B.I. Briggs, LLC, provided that the term Developer shall not include any End User.

“Developer Transferee” shall mean a Person to which Transferor has conveyed fee title to a portion of the Property and has assigned the obligations under this Agreement as further described in Section 2.3.

“Development” means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. “Development” does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

“Development Agreement Law” has the meaning ascribed to the term in Recital E.

“Development Approvals” mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable

to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

“Development Exactions” mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

“Development Impact Fee” means a monetary payment authorized by Government Code Section 66001, *et seq.*, imposed legislatively on a broad class of development projects. The City may apply subsequently adopted development impact fee increases to development of the Property provided the same are lawfully imposed, are applied uniformly to development either throughout the City or within a defined area of benefit that includes the Property, are not applied on an ad hoc basis solely to the Project, and do not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement.

“Development Plan” means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accordance with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

“Director” means the Director of Development Services.

“Effective Date” means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

“EIR” has the meaning ascribed to the term in Recital B.

“Enacting Ordinance” has the meaning ascribed to the term in Recital H.

“End User” means any Person that acquires or leases a parcel within the Property with the intent to operate a retail or wholesale business thereon, provided that, unless otherwise determined by Developer, an “End User” shall not be a Developer Transferee.

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to adoption of the Enacting Ordinance, including the Development Approvals described in Recitals B through D, Recital G and Recital H.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance as the same may have been modified or superseded pursuant to the Existing Development Approvals or this Agreement.

“General Plan” has the meaning ascribed to the term in Recital F.

“Including” or “including” has the meaning ascribed to the term in Section 12.8.

“Land Use Regulations” mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; Development Exactions; design, improvement and construction standards and specifications applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. “Land Use Regulations” do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

“MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by the City in conjunction with the Planning Commission’s approval of the Existing Development Approvals.

“Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

“Notice” has the meaning ascribed to the term in Section 2.7.a.

“Offsite Property” has the meaning ascribed to the term in Section 3.9.

“Operating Memorandum” has the meaning ascribed to the term in Section 5.

“Parties” mean City and Developer, collectively.

“Party” means either City or Developer, individually.

“Permitted Delay” means delays in a Party’s performance due to: changes in local, state or federal laws or regulations; strikes; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. “Permitted Delays” do not include delays attributable to Developer’s inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

“Person” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

“Planning Commission” means the Planning Commission of the City of Murrieta.

“Project” means the Development of the Property in accordance with the Development Plan as further described in Recital B, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

“Property” has the meaning ascribed to the term in Recital A.

“Reservations of Authority” mean the rights reserved to City under Section 3.6.

“Site Plan” has the meaning ascribed to the term in Recital A.

“Subsequent Development Approvals” mean all Development Approvals approved by City subsequent to the Effective Date in connection with development of the Property that are adopted in accordance with the Development Plan or in accordance with Subsequent Land Use Regulations adopted consistent with the requirements of this Agreement, including the Reservations of Authority.

“Subsequent Land Use Regulations” mean all Land Use Regulations adopted and effective after the Effective Date that are adopted in accordance with the Development Plan and the requirements of this Agreement, including the Reservations of Authority.

“Term” has the meaning ascribed to the term in Section 2.2.

“Transfer” has the meaning ascribed to the term in Section 2.3.

“Transfer Property” has the meaning ascribed to the term in Section 2.3.

“Transferor” has the meaning ascribed to the term in Section 2.3.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Section 1.1, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A      Legal Description of Property

Exhibit B      Site Plan

Exhibit C      Conditions of Approval

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.

2.2 Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless terminated sooner by operation of some other provision of this Agreement or extended in accordance with Section 9.2.

2.3 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property and in connection therewith assign this Agreement in whole or in part to any Person at any time provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*); provided that any Transfer shall be subject to City’s reasonable review and approval, including a review of any unmet conditions of development, which approval shall not be unreasonably withheld and provided further that no assignment of its rights and interests under this Agreement to a Person may be made by Developer unless made together with the Transfer of all or a part of the Property (“Transfer Property”). City’s City Manager’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City’s City Manager describing the proposed Transfer and the proposed Developer Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and Developer Transferee may rely on City’s deemed approval.

Following any Transfer to a Developer Transferee, the Developer Transferee shall assume in writing all obligations of the transferor Developer (“Transferor”) pertaining to the Transfer Property and shall be the “Developer” with respect to the Transfer Property and the portion of the Project developed or to be developed thereon (including satisfaction of conditions of approval and other entitlement requirements with respect thereto) and once said writing has been recorded against the Transfer Property, Transferor thereupon automatically shall be released from any and all obligations under this Agreement with respect to the Transfer Property arising from and after the date of the Transfer. If requested by Transferor, the City shall promptly memorialize such release in writing in recordable form. Notwithstanding the foregoing, no End User shall have any rights under this Agreement and Transferor shall, notwithstanding the sale or lease of any parcel comprising a portion of the Property to an End User continue to be responsible to perform all obligations under this Agreement with respect to each parcel owned or leased by an End User following such Transfer.

2.4 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.4 does not limit the operation of Government Code Section 65869.5.

2.5 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- a. The expiration of the Term.
- b. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.

c. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

d. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy for the Property and the acceptance of all required public dedications.

e. Upon a Party's election to terminate this Agreement in accordance with Section 8.4 or Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

## 2.6 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

ii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iii. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

iv. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

v. Each entity that constitutes the Developer is a duly organized limited partnership established within and in good standing under the laws of the State of California, as applicable, and is authorized to do business in the State of California. The execution and delivery

of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

2.7 Notices.

a. As used in this Agreement, the term “Notice” means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

**City:** City of Murrieta  
One Town Square  
Murrieta, CA 92562  
Attn: Justin Clifton, City Manager  
Email: [JClifton@MurrietaCA.gov](mailto:JClifton@MurrietaCA.gov)

**With a copy to:** City of Murrieta  
One Town Square  
Murrieta, CA 92562  
Attn: Scott Agajanian  
Email: [SAgajanian@MurrietaCA.gov](mailto:SAgajanian@MurrietaCA.gov)

**With a copy to:** Aleshire & Wynder, LLP  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attn: Tiffany J. Israel, City Attorney  
Email: [tisrael@awattorneys.com](mailto:tisrael@awattorneys.com)

**If to Developer:** French Valley Crossings LP  
Phelan Service Station, LP  
c/o J & T Management  
P.O. Box 1958 or (for overnight deliveries) 139 Radio Road  
Corona, CA 92879  
Attn: Jack Kofdarali  
Email: [jack@jntmgmt.com](mailto:jack@jntmgmt.com)

**With a copy to:**

Hepner & Myers LLP  
1241 Johnson Avenue, Suite 360 San  
Luis Obispo, CA 93401  
Attn: Amanda Myers  
Email: [amyers@HepnerMyers.com](mailto:amyers@HepnerMyers.com)

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, the Existing Land Use Regulations, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement. Except as otherwise provided in this Agreement, the permitted uses of the Property shall include, without limitation, construction of 34,560 sq ft of commercial buildings on seven pads accommodating a full-service car wash (5,724 sq ft), four multi-tenant retail buildings with end-cap drive-thru restaurants (totaling 19,590 sq ft), two drive-thru “fast food” restaurants (6,060 sq ft), a convenience store (3,186 sq ft), a gas station and installation of all improvements and infrastructure reasonably incident thereto, including as set forth in Section 3.5, and the density or intensity of use of the Property and the maximum height and size of proposed buildings shall be as set forth in the Development Plan. Provisions for reservation or dedication of land for public purposes applicable to the Property shall be those set forth in the Existing Development Approvals and in any Subsequent Development Approvals approved by Developer and the City.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, (i) the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations and (ii) no amendment, revision of, or addition to the Development Plan that would affect the Project or increase the obligations or decrease the rights of Owner hereunder or under the Development Plan shall be made without Owner’s consent, whether adopted or approved by the City Council or any office, board commission or other agency of City.

b. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including the Reservations of Authority in Section 3.6.

c. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all

applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Intentionally Omitted.

3.4 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the Project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the CEQA Approvals, the MMRP, and this Agreement.

3.5 Changes and Amendments to Existing or Subsequent Development Approvals.

a. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing Development Approvals or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accordance with Government Code Section 65868, and may be approved on behalf of City as follows:

i. By the Director in the case of minor changes or findings of substantial conformance, as authorized in Murrieta Municipal Code Section 16.56.025 and the Director may impose conditions consistent with Murrieta Municipal Code Section 16.56.050.

ii. By the Planning Commission in the case of any other changes not subject to paragraph (i), above.

3.6 Reservations of Authority. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

a. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

b. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

c. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (c) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, square footage, height or size of structures or type of development on the Property; (ii) regulate the rate, timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

d. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

e. Federal, state, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property, provided that if there is any preemption of this Agreement or City's authority to perform hereunder or any frustration of the ability of any Party to comply with the terms of this Agreement as a result of such law or regulation, the Parties shall make a reasonable attempt to modify or amend this Agreement to comply with such applicable state or federal law or regulation in a manner that is least disruptive to the purpose and intent of this Agreement.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

### 3.7 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person meeting with the relevant City departments and personnel to resolve open items, subject to City's availability, subject to the Developer's payment of applicable City fees for project expediting services.

3.8 Modification or Suspension by State or Federal Law. If a state or federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting state or federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting state or federal law. Upon the repeal of the conflicting state or federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.8 will terminate.

3.9 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). All costs of acquisition shall be the responsibility of Developer.

3.10 Legally Binding Contract; Enforceability. It is the intent of the City and Developer that this Agreement is a legally binding contract which, unless stated otherwise herein, shall prevail over the provisions of any subsequently enacted moratorium, statute, ordinance, limitation or other measure, enacted by City, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation or other measure relates, in whole or in part to the Project.

3.11 Future Use of CEQA Approvals. The Parties understand that the CEQA Approvals are intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the CEQA

Approvals in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.

### 3.12 Extension of Term of Map and Other Development Permits.

a. Pursuant to Govt. Code Section 66452.6(a) the duration of all tentative maps, including TPM 35036, filed by Owner with respect to the Property or any portion thereof shall automatically be extended, and remain in effect, for the Term, as the same may be extended from time to time, such that all tentative maps and/or parcel maps remain in effect for no less than the expiration date of the Term, and shall also be extended by any other extension(s) granted under the Subdivision Map Act and/or City ordinance consistent with the Subdivision Map Act.

b. Pursuant to Govt. Code Section 65863.9 and as an exercise of its police power, the City further declares that each of the Existing Development Permits are and remain in effect for the term of TPM 35036 as extended by this Agreement and are deemed as of the Effective Date to be “used” as such term is defined in the Conditions of Approval (General Item 3) and accordingly automatically remain in effect for the Term.

c. City hereby covenants that except as is authorized by Section 3.5 or Section 3.6 of this Agreement, City shall not impose conditions on the extension of any maps or permits affecting the Property during the Term.

## 4. PUBLIC BENEFITS.

4.1 Project Objectives. The Project accomplishes the City’s goals and policies set forth in the General Plan by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.

c. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby providing a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

d. Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.

e. Implement the type and amount of retail uses at the Property that are viable based on market demand.

f. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

g. Provide for uses that will generate tax revenue for the City including increased property and sales tax, in order to support the City's ongoing municipal operations.

4.2 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer's Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement for any Project improvements that exceed Developer's Development Impact Fee obligation before commencement of construction of any improvements for which Developer desires a development impact fee credit or reimbursement.

4.3 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit C, as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

## 5. OPERATING MEMORANDUM.

The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that minor changes or minor adjustments are necessary or appropriate and do not modify (a) the Term; (b) the uses allowed on the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for Subsequent Discretionary Approvals; (e) the density or intensity of use of the Property or the maximum height or square footage of proposed buildings or other structures or improvements; or (f) any Development Exactions, they shall effectuate such minor changes or minor adjustments through a written operating memorandum ("Operating Memorandum") approved in writing by Developer and the Director, which upon request from Developer shall be in a recordable form. The authority to enter into an Operating Memorandum is hereby delegated to the Director who is hereby authorized to execute the same without further Planning Commission or City Council action. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing and are considered ministerial clarifications.

## 6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The Director will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1 and Murrieta Municipal Code Section 16.54.100 to ascertain Developer's good faith compliance with the terms of this Agreement as set forth in an annual monitoring report ("Annual Monitoring Report"). Appropriate fees to fund the Annual Monitoring Report, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement, shall be paid by Developer.

6.2 Procedure.

a. During a periodic review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review, (i) if the Director finds that Developer has complied in good faith with this Agreement, then the review will be concluded or (ii) the Director shall notify the Planning Commission if the Director concludes based upon substantial evidence that the Developer has not complied in good faith compliance with the terms of this Agreement.

c. Upon receipt of notice from the Director pursuant to Section 6.4a.i., the Planning Commission shall determine whether to recommend that the matter be referred to City Council. If the Planning Commission does not so recommend, then the review will be concluded.

d. If the matter is referred to City Council by Planning Commission, the City Council may make a preliminary finding that Developer has not complied in good faith with this Agreement. Thereafter, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City

Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests, provided that any termination shall only be carried out in accordance with the requirements of Section 8.4. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

## 7. NO CROSS-DEFAULTS.

City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.3. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default under this Agreement by a Transferor with respect to its obligations pertaining to that portion of the Property retained by it following a Transfer or with respect to obligations arising prior to the date of Transfer will not constitute a default as to any Person other than Transferor, will not permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Transferor and shall not affect any successor Developer's rights or obligations under this Agreement. Similarly, a default by any successor Developer with respect to its obligations pertaining to the portion of the Property owned by that successor Developer will not constitute any Transferor's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting successor Developer and shall not affect any Transferor's rights or obligations under this Agreement. The Parties agree that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

## 8. DEFAULT AND REMEDIES.

8.1 Remedies in General. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that

Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- a. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- b. Any taking, impairment or restriction of any right or interest arising under this Agreement; or
- c. Any dispute regarding the application or interpretation of this Agreement.

Nothing in this Agreement shall preclude either Party from seeking payment of sums due to it pursuant to this Agreement (including the right of Developer to obtain credit or repayment for improvements pursuant to Section 4.2, repayment of sums paid by Developer to City if it is determined that such sums were paid in excess or in error).

8.2 Specific Performance. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

- a. Money damages are unavailable against the Parties.
- b. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to seek repayment of sums paid by Developer to City described in Section 8.1 and the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if (a) Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice, or (b) Developer has failed within sixty (60) days to commence the actions necessary to cure the default and

thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if (a) City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice or (b) City has failed within sixty (60) days to commence the actions necessary to cure the default and thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

## 9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including challenges of the environmental review of the Project, any Development Approval and/or this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of City's selection, reasonably acceptable to Developer), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, (a) is voided or annulled, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement and (b) is limited or restricted in such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the Parties, then unless otherwise agreed by the Parties in writing, this Agreement shall be of no further force or effect as of the date such judgment or settlement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final,

and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

## 10. MORTGAGEES.

### 10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:

i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion thereof subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

## 11. INSURANCE; INDEMNIFICATION.

### 11.1 Insurance.

#### a. Types of Insurance.

i. Public Liability Insurance – Prior to Construction. Prior to commencement of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **One Million Dollars (\$1,000,000)** per occurrence and **Two Million Dollars (\$2,000,000)** aggregate coverage plus an Umbrella Liability Policy for **One Millions Dollars (\$1,000,000)** for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Public Liability Insurance – During Construction. During construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **Five Million Dollars (\$5,000,000)** per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

iii. Worker’s Compensation – Prior to Construction. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers’ compensation insurance as required by law.

iv. During Construction - Commercial Auto. Insurance Services Office Form Number CA 0001 coverage Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

v. During Construction - Insurance Contractor’s Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if the Project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

vi. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

vii. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated “A-” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City’s agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days’ written notice by the insurer to City or City’s designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers’ Compensation) required to be procured by the terms of this Agreement. The City’s Risk Manager, or its designee, acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City’s Risk Manager reasonably determines that a new or unreasonable use, activity, or condition

of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Administrative Services Director or designee; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

viii. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(A) For insurance required above, within thirty (30) days after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

## 11.2 Indemnification.

a. General. The Developer shall indemnify the City and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, expenses, penalties, obligations, errors, omissions, or liabilities, including attorneys' fees and costs (herein "claims or liabilities") that may be asserted or claimed by any Person arising out of or in connection with the work, operations, or activities by Developer or its officers, agents, employees, or contractors (including subcontractors), upon the Property or related to or arising out of the approval of this Agreement, the Existing Development Approval or Subsequent Development Approvals;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment. If the indemnified Party recovers any attorneys' fees, expert witness fees, costs, interest, or other amounts from the third party or third parties asserting claims or liabilities, the indemnifying Party shall be entitled to retain the same in an amount not to exceed payments made pursuant to its

indemnification obligation (provided such Party has fully performed its indemnity obligations hereunder).

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including but not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.

c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

e. Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from the City or its officers, agents, servants, or employees, for any loss or damage to the Developer or to any person or property, except as specifically provided hereunder and the Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the City, its officers, agents and employees.

f. Survival of Provisions. The indemnity provisions set forth in this Section shall survive termination or cancellation of this Agreement as to matters arising prior to the termination or cancellation of this Agreement.

## 12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment, termination or cancellation of it will be recorded with the Riverside County Recorder by the City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within thirty (30) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.

12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.11 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 10 or with respect to a Developer Transferee, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. The period of a Permitted Delay will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated, provided that with respect to third party litigation, Permitted Delay shall be deemed to have occurred during the entire pendency of the litigation. The Term of this Agreement and each obligation of the Developer shall be extended on a day for day basis for each day of Permitted Delay. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay or the extension terminates provided that neither Party shall have an obligation to settle litigation pursuant to this sentence on terms unacceptable to such Party. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused by a Permitted Delay. Except with respect to Permitted Delay resulting from action or inaction by a governmental agency, no Permitted Delay shall result in an extension of more than six months. Any further extension will require an amendment of this Agreement.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Subject to Section 7 of this Agreement, is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement may be executed in counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon

a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.

12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

***[Signature pages follow]***

SIGNATURE PAGE  
TO  
FRENCH VALLEY DEVELOPMENT AGREEMENT

**“CITY”**

CITY OF MURRIETA,  
a California general law city and municipal  
corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cristal McDonald, City Clerk

SIGNATURE PAGE

TO

FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT

**“DEVELOPER”**

French Valley Crossings, LP,  
a California limited partnership

By: \_\_\_\_\_  
Hagop Kofdarali,  
Authorized Signatory

Phelan Service Station, LP,  
a California limited partnership

By: \_\_\_\_\_  
Hagop Kofdarali,  
Authorized Signatory

**EXHIBIT A**  
**TO**  
**FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT**  
**Legal Description of Property**

## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Riverside, City of Murrieta and described as follows:**

Parcel A:

APN: 963-060-086

Being Lot 2 of Lot Line Adjustment LLA 18-4889, recorded November 19, 2018 as [Instrument No. 2018-0455431](#), of Official Records, more particularly described as follows:

In The City of Murrieta, County of Riverside, State of California, being Parcel A of Lot Line Adjustment No. 000-31, recorded August 31, 2005 as [Instrument No. 2005-0721101](#), of Official Records, more particularly described as follows:

That certain parcel of land situated in the City of Murrieta, County of Riverside, State of California, being that Portion of Parcel 4 of Parcel Map No. 6026, as shown on a Map filed in [Book 18, Page 17](#) of Parcel Maps, in the Office of the County Recorder of said Riverside County, described as follows:

Beginning at a point in the Westerly line of said Parcel 4 distant thereon North 00° 26' 27" East (formerly recorded North 00° 03' 05" West), 1268.35 feet from an angle point in said line near the Southwest corner of said parcel;

Thence North 80° 43' 45" East 115.02 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 1510.00 feet, a radial line of said curve from said point bears North 80° 43' 45" East; thence along said curve Southeasterly 908.97 feet through a central angle of 34° 29' 25";

Thence South 43° 45' 40" East 56.59 feet to the boundary line of said Parcel 4 and a point in the Northwesterly line of Winchester Road;

Thence along said boundary line through the following courses: South 46° 14' 23" West 268.76 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 1555.00 feet;

Thence along said curve Southwesterly 354.65 feet through a central angle of 13° 04' 03", to a point from which a radial line bears South 56° 49' 40" East (formerly recorded 354.47 feet through a central angle 13° 03' 39");

Thence non-tangent from said curve South 57° 21' 57" West 23.02 feet, (formerly recorded South 56° 52' 30" West, 23.02 feet);

Thence North 89° 41' 21" West 99.70 feet, (formerly recorded North 89° 49' 05" East, 99.85 feet); Thence North 42° 14' 37" West 34.01 feet, (formerly recorded North 42° 44' 16" West, 34.01 feet);

Thence North 00° 26' 27" East (formerly recorded North 00° 03' 05" West, 1268.35 feet to the point of beginning.

Together with that portion of said land lying Easterly of the following described line:

Beginning at the Northeast corner of Lot 1 of said Lot Line Adjustment LLA 13-224; thence along the North line of said Lot North 89° 57' 08" West, 226.96 feet to the true point of beginning; thence leaving said North line South 00° 02' 52" West, 30.00 feet to the Westerly terminus of that certain course in the North line of the land described in Deed to the County of Riverside, a political subdivision, recorded August 30, 2007 as [Instrument No. 2007-0557202](#), of Official Records, shown as "South 89° 57' 08" East 77.01" thence along the generally Westerly line of said land the following 4 courses:

- 1) South 45° 06' 50" East, 24.43 feet;
- 2) Thence South 00° 02' 52" West, 52.79 to the beginning of a curve, concave Easterly, having a radius of 144.01 feet;
- 3) Thence Southerly along said curve through a central angle of 26° 33' 18" an arc length of 66.75 feet to the beginning of a non-tangent curve, concave Easterly, having a radius of 550.00 feet, a radial line from said beginning of a curve bears North 83° 58' 48" East;

Thence leaving said generally Westerly line and Southerly along said last mentioned curve through a central angle of 03° 51' 53" an arc length of 37.10 feet; thence South 09° 53' 06" East, 156.24 feet to the beginning of a curve, concave Easterly, having a radius of 604.00 feet; thence Southerly along said curve through a central angle of 03° 51' 08" an arc length of 40.61 feet; thence South 13° 44' 14" East, 43.04 feet to the beginning of a curve, concave Westerly, having a radius of 1950.00 feet; thence Southerly along said curve through a central angle of 15° 44' 17" an arc length of 535.63 feet; thence South 02° 00' 03" West, 131.13 feet; thence South 30° 22' 36" East, 99.39 feet; thence South 00° 24' 51" West, 50.86 feet; thence South 89° 41' 19" East, 34.67 feet to a point in the East line of Lot 1 of said Lot Line Adjustment LLA 13-224.

Excepting therefrom the land described in a Grant Deed recorded August 30, 2007 as [Instrument No. 2007-0557202](#), of Official Records, and Recorded March 23, 2022 as [Instrument No. 141109](#) of Official Records.

Also excepting therefrom the land described in a Grant Deed recorded October 30, 2008 as [Instrument No. 2008-0577782](#), of Official Records.

Also excepting therefrom the land described in the Grant Deed recorded July 26, 2022 as [Instrument No. 2022-0332061](#) and [2022-0332062](#), of Official Records.

Parcel B:

Being a portion of the South half of the Northwest one-quarter of Section 6, Township 7 South, Range 2 West, San Bernardino Meridian, described as follows:

Commencing at the Southeast corner of Government Lot 2 of said Section 6;

Thence N 89°57'08"W along the South line of said Government Lot 2, a distance of 149.92 feet; Thence S 00°02'52"W, a distance of 30.00 feet to a point of intersection with the Southerly right-of-way line of Porth Road as dedicated by Declaration of Dedications recorded April 28, 1977 as [Instrument Numbers 74084, 74085, and 74086](#), and Declaration of Dedication recorded May 13, 1977 as [Instrument Number 85048](#), all being Records of the Recorder of Riverside County, California, said point being the true point of beginning:

Thence S 46°57'30"W, a distance of 29.70 feet;

Thence S 00°02'52"W, a distance of 49.71 feet to the beginning of a tangent curve, concave Easterly and having a radius of 106.00 feet;

Thence Southerly along the arc of said tangent curve, through a central angle of 30°27'53", an arc distance of 56.36 feet;

Thence S 30°25'01"E, a distance of 263.04 feet to a point of intersection with the Westerly right-of-way line of Briggs Road as adopted by resolution on file in Supervisor Minute Book 40, Page 239, dated May 3, 1948, Records of the Clerk of the Board of Supervisors, Riverside, California;

Thence Southerly along said Westerly right-of-way line of Briggs Road, S 00°26'29"W, a distance of 80.32 feet to the beginning of a non-tangent curve, concave Southwesterly, having a radius of 106.00 feet and an initial radial bearing of N 73°41'11"E;

Thence Northwesterly along the arc of said non-tangent curve, through a central angle of 14°06'12", an arc distance of 26.09 feet;

Thence N 30°25'01"W, a distance of 306.16 feet to the beginning of a tangent curve, concave Easterly and having a radius of 144.00 feet;

Thence Northerly along the arc of said tangent curve, through a central Angle of 30°27'53", an arc distance of 76.57 feet;

Thence N 00°02'52"E, a distance of 52.78 feet;

Thence N 45°06'50"W, a distance of 24.42 feet to a point of intersection with said Southerly right-of-way line of Porth Road;

Thence S 89°57'08"E along said Southerly right-of-way line, a distance of 77.01 feet to the true point of beginning.

Pursuant to Certificate of Compliance recorded April 7, 2025 as [Instrument No. 2025-0102672](#) of Official Records of Riverside County, State of California.

APN: [963-060-086](#) and additional land

**EXHIBIT B**  
**TO**  
**FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT**  
**Site Plan**  
{see attached}

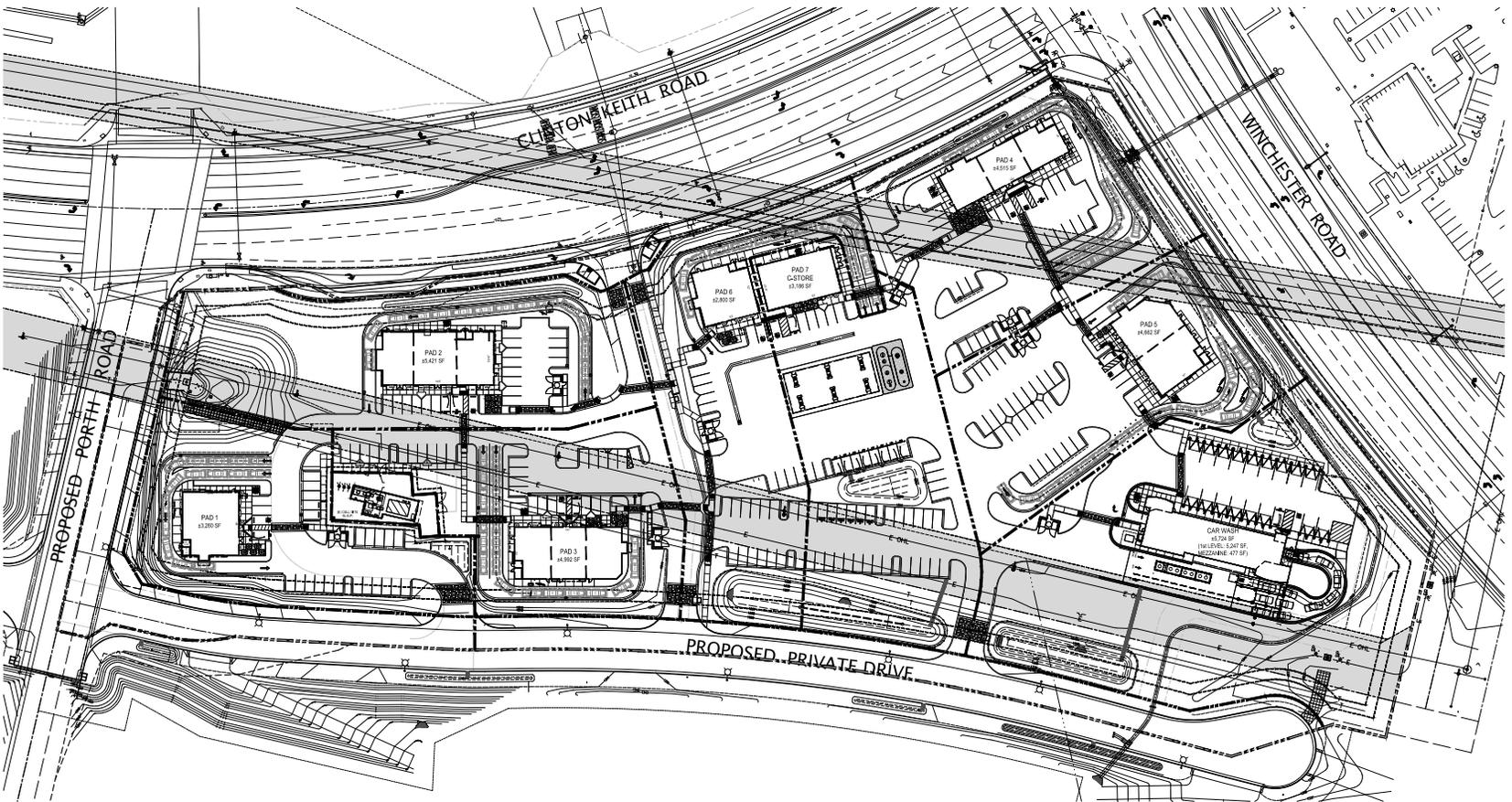


EXHIBIT B - SITE PLAN

**EXHIBIT C**  
**TO**  
**FRENCH VALLEY CROSSINGS DEVELOPMENT AGREEMENT**

Planning, Public Works, and Engineering Conditions of Approval

— {see attached}

**CONDITIONS OF APPROVAL**  
**SUBSTANTIAL CONFORMANCE (SC) 2023-0003 TO EXTENSION OF TIME 2023-00009, SUBSTANTIAL CONFORMANCE 2021-2294, TENTATIVE PARCEL MAP 2018-1721, DEVELOPMENT PLAN 2018-1720, CONDITIONAL USE PERMIT 2018-1722 AND VARIANCE 2020-2039**  
**FEBRUARY 12, 2026**

**PLANNING DIVISION:**

1. This project approval is for a Substantial Conformance to replace Pad 1, 5,910 sq ft shop building with a 3,262 sq ft double drive-through, Pad 2, 2,640 sq ft drive through replaced with a 5,421 sq ft drive through and retail building, Pad 3 (formerly Shops 1) 3,950 sq ft retail building replaced with a 4,992 sq ft drive-through and retail building, Pad 4 (formerly Pad 3), 2265 sq ft drive-through replaced with a 4,515 sq ft double drive through and retail building, Pad 5 (formerly auto repair) 6,500 sq ft replaced with a 4,662 sq ft double drive through and retail building, Pad 6 & 7 (formerly C-store), 4,100 sq ft replaced with a 3,186 C-Store building and a 2,800 sq ft retail building, and the Car Wash, 3,590 sq ft replaced with a 5,724 sq ft Car Wash, consistent with the original approval.
2. The applicant shall defend (with attorneys approved by the City), indemnify and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
3. Any fees due the City of Murrieta for processing this project shall be paid prior to issuance of any permit. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized, or commenced until all outstanding fees are paid to the City.
4. The project shall be subject to the original conditions of approval, Tentative Parcel Map 2018-1721, Development Plan 2018-1720, Conditional Use Permit 2018-1722 and Variance 2020-2039, Substantial Conformance 2021-2294, Extension of Time 2023-00009, unless amended by conditions included with this approval for Substantial Conformance 2023-00003.
5. If applicable, prior to final map recordation, the permittee shall process a minor amendment of the tentative map to demonstrate consistency with the Substantial Conformance approval.

**LANDSCAPING**

**Prior to Issuance of Grading Permits:**

6. Three copies of construction landscaping plans shall be submitted to the Planning

Division. A licensed Landscape Architect shall prepare the plans.

7. The above-described plans shall be in substantial conformance with the plans approved by the City Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.
8. All landscape and irrigation plans shall be consistent with Title 16.28 of the Murrieta Municipal Code and other currently required city and state water efficiency conditions, as applicable.
9. Landscape plans shall be drawn at a scale of 20 feet equal to 1 foot or larger.
10. No light fixture or utility may be designed for any location in a planting area, which would make it necessary to eliminate a tree.
11. Plant materials shall be installed from container sizes consistent with Murrieta Municipal Code, 16.28.080, Table 3-5, Minimum Required Mix of Plant Materials.
12. All areas that are graded, whether shown to be landscaped or not, shall be landscaped at the direction of the City Planner or City Landscape Architect, if the areas are disturbed.
13. The perimeter surrounding the existing cell site shall be landscaped with a line of approved evergreen, densely growing screening shrubs capable of growth to at least 6 feet high.
14. All ground covers shall be installed from living plant materials. Spacing shall be such that 100% coverage is achieved within 2 years of the installation.
15. All planter areas shall be a minimum of 5 feet wide excluding curbs and required concrete strip adjacent to parking spaces (minimum of 12" wide by 4" deep plus 6" wide curb or 12" wide integrally poured curb).
16. Street trees shall be installed at a rate of 30 to 35 feet on center. All street trees shall be installed from 24" box containers.
17. Canopy shade trees shall be located adjacent to all uncovered parking spaces. The trees shall be located no farther than 25 to 30 feet on center depending on the determined canopy spread of the species by the City Landscape Architect. Within fuel modification zones, tree spacing shall comply with Murrieta Fire & Rescue's Fuel Modification Guidelines including all horizontal and vertical tree spacing requirements which may require greater distances between trees and reduce shade by trees.
18. Additional tree locations will be required in locations designated by the City Landscape Architect.
19. Small growing trees shall be installed adjacent to existing power poles as approved by the utility.
20. Bio-retention basin slopes shall be planted with live plant material suitable for erosion control and tolerant of periodic inundation, consistent with the City's Slope Landscaping

for Commercial Development guideline and the City's erosion control requirements indicated per the project's grading plans. Basin slopes shall be irrigated with drip irrigation with the exception of the lower slope and basin bottom which may be irrigated with spray irrigation. The bottom of the basin may be landscaped with either live plants or a native hydroseed mix appropriate for fuel modification zones and tolerant of periodic inundation.

21. All plantings shall be hydro-zoned to either low or medium water use, as necessary. The estimated water use percentage shall not exceed 45% of the evapotranspiration requirement. Plant materials within planting areas shall be hydro-zoned using WUCOLS IV, Region 4.
22. No plants shall be designed that will freeze in the local winter climate, are short-lived, or those with thorns. This excludes *Lantana* and *Dasyliirion*.
23. All fertilizers and soil amendments used during planting preparation and installation shall be derived from organic based materials. All soils shall be amended per the agronomic soils report recommendations. A minimum of 1 soil sample shall be taken per 25,000 square feet of landscape area, taken evenly throughout the site. The permit landscape plans shall show the soil test location.
24. The soil management plan with organic recommendations shall be provided on the landscape plan sheets. If grading of greater than 2 inches is anticipated, the soil management plan shall be presented to the City Landscape Architect via email prior to the pre-job landscape meeting.
25. Natural wood bark mulch shall be applied to all planting areas 3 inches deep.
26. All standard trunk trees shall be double staked with vinyl type ties nailed to the lodge pole stakes in at least two vertical locations.
27. Root barriers of a continuous polyethylene material, at least 0.06 inches thick, are required for all trees located within 5 feet of a structure or paving. Trees located within 10 feet of the City sidewalk or curb shall incorporate a minimum of 20 lineal feet per tree of root control.
28. A weather-based irrigation smart controller shall be installed that measures evapotranspiration. A rain shut off device/weather station shall be installed connected with the irrigation controller.
29. Prior to submitting the permit landscape plans, verify with Murrieta Fire & Rescue whether development is designated as within the Very High Fire Hazard Severity Zone (VHFHSZ). If located within the VHFHSZ, comply with the City's latest Fuel Modification Guidelines and State Chapter 49 Vegetation Management requirements. Plans may need to be revised to comply with all Murrieta Fire and Rescue requirements. Where Fuel Modification requirements conflict with above-noted project conditions, fuel modification requirements will typically supersede the above requirements out of an abundance of caution, subject to review and approval by City Planning staff and the City's Landscape Architect.

30. Onsite slopes shall be landscaped, at a minimum, according to City's Slope Landscaping, Requirements for Subdivision Tract and Commercial Slopes document. Refer to City's website under Planning Division, Applications and Forms, Landscape Handouts. Offsite slopes, across Porth Road to the north and the private drive to the west, shall be hydroseeded with a non-irrigated, native fuel modification hydroseed mix suitable for erosion control purposes. Final hydroseed mix and components subject to review and approval by the Planning, Engineering, and Murrieta Fire Department, as well as the City's Landscape Architect. Full, detailed hydroseed specifications shall be included within the landscape construction plans. *Prior to grading permit issuance, for off-site slopes only, the Permittee may work with the Engineering Department to propose a non-landscaped alternative.*
31. A separate electrical and irrigation point of connection shall be provided for any city-maintained offsite landscape areas.
32. Verify final street tree selections with the Community Services Department. No Sycamores or other trees with aggressive root systems in parkways and planters less than 6 feet wide.

**Prior to Issuance of a Building Permit:**

33. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner.
34. The offsite landscape plans shall be approved by the City's Landscape Architect, Assigned Planner, and the Community Services Department.
35. The fuel modification landscape plans shall be approved by the City's Landscape Architect, Assigned Planner, and Murrieta Fire & Rescue.

**Prior to the Initiation of Landscape Construction:**

36. Contact City's Assigned Planner or Landscape Architect to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.
37. Contact City's Community Services Department to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur within the City's right-of-way and offsite areas prior to the meeting or the City's determination that it will not be required.

**Prior to the issuance of occupancy permits:**

38. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City with a Landscape Certificate of Completion documentation package. The City will review the Certificate of Completion and conduct a final inspection to ensure that the landscape installation is in

compliance with all City policies, practices and the approved landscape plans. The Certificate of Completion shall be complete with irrigation water audit, irrigation schedules, landscape maintenance schedules, and soil management report. A separate Certificate Package shall be provided for each required plan set.

39. Performance securities, in the amount determined by the City to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City, shall be posted with the Planning Division. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities may be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained. A deposit to cover re-inspection of the landscape, at the current City rate shall be posted with the Planning Division prior to re-inspection for maintenance bond release.

#### **BUILDING AND SAFETY DIVISION**

40. All construction shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Murrieta, as follows: The California Model Codes currently in effect are the 2022 California Codes, based on the 2021 International Residential Code (IRC), 2021 Uniform Plumbing and Mechanical Codes (UPC, UMC), 2020 National Electric Code(NEC), 2021 International Building Code (IBC), 2021 International Fire Code (IFC) and the 2022 California Energy Code, 2022 California Green Building Standard Code ("Cal Green"); and the City of Murrieta Ordinance for Universal Design Residential Dwellings, to include applicable Murrieta City municipal codes.
41. Digital sets of plans shall be submitted for all building and exterior site improvements; and shall include building data, building use/occupancy, construction type, actual building square foot area and related building means of egress and ensuing egress discharge to the public right-of-way.
42. Architectural site and on-site civil design shall correlate, and details shall comply with accessibility standards of the State of California. All proposed ADA/EV parking spaces shall Not be reduced in size or obstructed by any diamond planters or any other type of shaped curbing.
43. Construction plan submittals shall be subject to the current California Green Building Standards Code, wherein provisions for means of achieving material conservation and resource efficiency through construction waste reduction of at least 65% recycling and/or salvage for reuse, diversion, and employment of techniques to reduce pollution through recycling of materials.
44. Any proposed exterior lighting shall be shown on building permit plans and shall comply with the City of Murrieta's MMC Sec.16.18.110, Mt. Palomar Lighting Pollution Control Standards and/or equal. LED limits are 4050 lumens maximum per fixture and 3000K kelvin color rendition. Photometric plans are required.

45. Separate permits shall be obtained from the City of Murrieta Building & Safety Department, for individual structures and appurtenances e.g., construction trailer(s), parking lot lighting, masonry walls, retaining walls, monument signs, building and monument wall signs, site amenities, EV chargers, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.
46. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially from plans previously reviewed and approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, City Engineer and/or Director of Building and Safety.
47. Detectable warnings shall be cast in place and comply with the following:
  - A) Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
  - B) Detectable Warnings Shall be referenced at all outside curbs and drive lanes.
48. Walkways that are utilized for exterior routes of accessible travel shall be a minimum 48" inches in width, but when parked vehicles (head-in) abut to walkways, they shall be a minimum of 6'ft. wide (vehicle front-end overhang) or wheel stops shall be used at those vehicle parking spaces. Complete dimensions shall be clearly identified on plans.
49. All Exterior Path of Travels Shall conform to current CA Building Codes and Accessible Standards.
50. Indicate a 12" inch wide step out curb at parking spaces located adjacent to island planters. Construction Details will be required during plan review.
51. All required Accessible spaces shall not be obstructed by landscaping and landscaping diamond/triangle feature areas and these shall not project into required parking space(s) accessibility dimensions. Access to all required Accessible and EV Charging equipment from parking space(s) shall not be obstructed or blocked by any landscaping diamond/triangle areas or any similar physical barriers, such as landscaping features, etc.
52. Van accessible EVCS charging spaces shall be shown as 12' ft. wide and 18' ft. long, with a 5' ft wide by 18' ft. long access aisle. Accessible EVCS that serve a particular building, or facility shall be located on an accessible route to an accessible entrance.
53. All Non-Res (Chapter 5) has changed and requires various levels of EV charging requirements, including new requirements for warehouse, retail and grocery store loading dock EV support. Requires EVSE level 2 or greater. Increases to the main service panel sizes to allow for EV chargers.
54. Van accessible spaces as required by the current California Building Code Chapter 11B shall be configured and shown as 12' ft wide with a minimum 5' ft wide access aisle on the

passenger side of the parking space. See clarification below, and note that requirements will be required during plan review Required detailed dimensions for Accessible parking spaces shall comply with the following: Van accessible & EV spaces shall be configured as 12' ft minimum width, 5' ft minimum wide access aisle on the passenger side of the vehicle space and 18' ft minimum length. Note that striping for EV access aisles that serve only the EV spaces shall not be Blue color used for accessible spaces. The preferred color is Green. Standard accessible spaces shall be shown as 9' ft minimum width and a minimum 5' ft wide access aisle on a minimum of one side of the space. Length of spaces and access aisles shall be a minimum of 18' feet.

55. All "NO Building" Zones Shall be recorded with Riverside County Assessor and referenced/superimposed on the site plan.
56. A pre-construction meeting shall be scheduled with the City of Murrieta Inspector of Record, prior to the first requested inspection.

**Building Permit Application:**

57. Digital sets of building construction plans shall be submitted, including a set of supplemental current soil report, structural calculations, energy calculations, etc. Submittals shall conform to the Electronic Plan Check Submittal Guide (Building Form IB-110). Plans must conform to Digital Submittal Requirements (Building Form DS-162). Plans shall conform to submittal requirements for new commercial structures (Form DS-136).
58. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city department's Conditions of Approval.
60. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.
61. Will serve or first release forms from the governing water and sewer districts will be required.
62. Property and/or Building addressing shall be assigned by Planning and incorporated into the plan set, application and all related documents at time of building plan submission.

**Prior to Permit Issuance:**

63. A Waste Management Plan (Building Form DS-153), which may include a C & D letter from the Waste Management Company for the recycling, reuse and diversion of construction waste materials from landfills is required prior to the permit issuance.
64. All applicable fees and forms shall be paid. This may include TUMF, School, DIF, etc.
65. Verification of an approved, stamped and signed by the City of Murrieta Engineer, grading plan.
66. A fire access plan shall be approved by Murrieta City Fire Marshal and a copy or notice

of approval by the City Fire Marshal shall be received by Building & Safety.

**Prior to Building Final:**

67. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments, which may include Fire, Planning, Engineering, Building & Safety, and the City Landscape Architect prior to the issuance of a Certificate of Occupancy from the City of Murrieta Building and Safety Department.
68. TCO requests Shall be submitted five business days prior to the TCO occupancy request Date (DS-130 Bullet).

**Engineering Department:**

69. The original Engineering condition of approval #170 (PC-2020-11, DP-2018-1720) has been revised to the following: Permittee shall provide for the undergrounding of all existing and proposed utility systems (e.g., telephone, cable TV, electric power lines below 33 KV) within or along the project boundary/property line(s) (and/or along peripheral streets if consequential), with easements provided as required, and designed and installed/constructed in accordance with City Codes and the utility provider, except for the following:
  - (a) All existing electric lines and communication lines attached to the existing Southern California Edison (SCE) steel poles and contained within the existing fifty-five (55) foot wide easement in favor of Southern California Edison, a corporation, per Instrument No. 96563, recorded 11/2/1967, shall be allowed to remain on the steel poles and are not required to be undergrounded.
70. These Conditions of Approval shall apply to Substantial Conformance SC-2023-00003. The original Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect and serve as the basis for conditions for this project's Substantial Conformance Review. Project documents (e.g., Conditions of Approval, Site Plan, Preliminary Grading Plan, Preliminary Improvement Plan, Preliminary Water Quality Management Plan, Preliminary Geotechnical Report, Preliminary Drainage Study, etc.) may be subject to revisions and/or updates for preliminary approvals, prior to submittal for any permit issuance, to ensure compliance with local, state, and federal ordinances, policies, and regulations.
71. All items required to be submitted shall be in electronic format (e.g., .pdf, .doc) unless requested otherwise. Hard copies may be required.
72. All designs shall conform to the City of Murrieta Municipal Code, Development Code, Standard Drawings, and Circulation Element, and as approved by the City Engineer.
73. Prior to any permit issuance, all relevant plans, reports, and supporting documents, shall be prepared in accordance with the Murrieta Municipal Code, reviewed, any applicable

fees paid, and approved by the City Engineer.

74. As part of the initial submittal of plans, reports, etc., for any grading permit or any other grant of approval, the Permittee/Owner shall submit the approved discretionary plans and reports (e.g., Site Plan, Preliminary Grading Plan, Preliminary Water Quality Management Plan, Preliminary Hydrology Study, etc.) that were approved as part of the discretionary review process, in addition to all applicable onsite and offsite plans, reports, reference documents, and/or document(s) deemed relevant for the issuance of a permit. All discretionary documents shall serve as a reference for final document preparation and approval, and are subject to revision(s) to ensure compliance with all local, state, and federal requirements, as applicable.
75. The grading plan 1st submittal, with building pad location and elevation information, shall be submitted prior to, or concurrently with, the building plan 1st submittal. However, the building plan 1st submittal shall NOT be submitted prior to the grading plan 1st submittal. Moreover, the building plan 2nd submittal shall address all applicable 1st review grading plan comments. Subsequent building plan submittals shall also coincide with the grading plan's latest and applicable revisions.
76. In addition to any applicable permit issuance, an Encroachment Permit shall also be obtained from the Engineering Division prior to commencement of any construction within City right-of-way or public jurisdiction easements.

**PRIOR TO ISSUANCE OF ANY PERMIT, THE PERMITTEE/OWNER SHALL COMPLETE THE FOLLOWING**

**Subdivision Map**

77. All original Subdivision Map Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect, as applicable.
78. The Permittee/Owner shall submit a Final Parcel Map prepared in accordance to the City of Murrieta Development Code and California Subdivision Map Act. The final map shall be prepared by a licensed land surveyor or qualified registered civil engineer.
79. All public improvements, as identified per the Resolution PC-2020-11 Conditions of Approval, shall have final plans approved and all bonds paid, prior to approval of the final map.
80. The Final Tract Map shall include the following "Improvement Note(s)" to identify required improvements prior to city-specified benchmarks (e.g., any permit issuance), in accordance with the Subdivision Map Act 66411.1. The following improvements notes shall be added on the final map:
  - A. All public improvements, as identified per the Resolution PC-2020-11 Conditions of

Approval, shall be completed, and accepted/as-built, prior to the first certificate of occupancy.

#### **Acquiring Offsite Property/Easement**

81. All original Acquisition/Easement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
82. Prior to any permit issuance, the Permittee/Owner shall coordinate with adjacent property owners affected by proposed onsite and/or offsite improvements. The Permittee/Owner shall be solely responsible for acquisition of any necessary easements, agreements, etc. prior to plan approval. All easements, agreements, etc. shall be notarized and recorded in a format acceptable to the City Engineer.
83. This project shall obtain all permissions, easements, and rights of entries for the proposed drainage outlet and grading west of this project's west boundary, west of the Proposed Private Drive, near and within APN 963-060-077.

#### **Grants of Easements**

84. All original Granting of Easement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
85. Dedications, grants of easements, and/or right-of-way dedications, shall occur via this project's Tentative Parcel Map Conditions of Approval, TPM 35306, and the original TPM-2018-1721 Conditions of Approval and shall be shown on the Final Map, or per separate instrument(s), as appropriate, as approved by the City Engineer.
86. All easements and/or right-of-way dedications, as required, shall be offered via an Irrevocable Offer of Dedication to the City or other appropriate agency and shall continue in force until the City or other agency accepts or abandons/rejects such offer(s). All dedications shall be free from all encumbrances as approved by the Engineering Division.
87. Easements, when required for roadways, slopes, landscaping, drainage, utilities, etc., both onsite and offsite, shall be shown on the Final Map, or per separate document(s), as appropriate, as approved by the City Engineer. All grants of easements shall be approved and recorded prior to issuance of a grading permit.
88. Vacations and/or abandonment of easements, shall occur via this project's Tentative Parcel Map Conditions of Approval, TTM 38579, and the original TTM-2023-00014 conditions and shall be shown on the final map, or per separate instrument(s), as appropriate, as approved by the City Engineer.

### **Street Improvement Plans**

89. All applicable original Street Improvement Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
90. After the original City Resolution PC-2020-11 Conditions of Approval were issued to the Applicant, many of this project's conditioned frontage improvements have been installed by others. This project will be required to install public street and storm drain improvements as required by the City Resolution PC-2020-11 Conditions of Approval. However, if the required improvements are already installed by others and the improvements are in City-approved condition, this project may not be required to install those particular improvements. This project will be required to install any missing, damaged, or substandard public frontage improvements as required by the City Resolution PC-2020-11 Conditions of Approval.
91. Any Street Improvement Plan shall include the following "Improvement Note" to identify the required improvements prior to first occupancy:
  - A. "All public improvements, as identified in the project's Conditions of Approval and approved public street improvement plans, shall be constructed/completed and accepted/as-built prior to first certificate of occupancy."
92. City-maintained drainage facilities located outside of city right-of-way shall be accompanied with proper public drainage easements to be reviewed and approved by the City, and recorded on a city-approved format.
93. All storm drain easement widths shall adhere to Riverside County's storm drain easement width chart and have a max cross slope of 5%.

The Permittee/Owner shall provide a design to construct/reconstruct any non-ADA compliant pedestrian access ramps within and adjacent to the project's frontage public right-of-way to current ADA requirements. Title II of the American Disabilities Act prohibits local governments from discriminating against persons with disabilities. This may include providing handicap access ramps across the street or driveway, or adjacent to the project's property line(s), to ensure public safety, to the satisfaction of the City Engineer.

### **Traffic Plans**

95. All original Traffic Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
96. As applicable, the Permittee/Owner shall provide a Street Improvement Plan prepared by a registered Civil Engineer in accordance with City standards, Caltrans standards, and MUTCD requirements, with all improvements subject to the approval of the City Engineer.

97. As applicable, the Permittee/Owner shall provide a Signing and Striping plan, designed by a registered Civil Engineer and included with the street improvement plans for the project.
98. The Permittee/Owner shall provide a construction area Traffic Control Plan, if required by the Traffic Engineer. The plan shall be prepared by a registered Civil Engineer in accordance with City standards and MUTCD requirements and approved by the Engineering Division. The Traffic Control Plan shall address roadway widening / street closures / median improvement, detour or other disruption to traffic circulation as required by the Engineering Division.

### **Grading**

99. All original Grading Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
100. The plans shall show all existing and proposed drainage and stormwater facilities, including surface and subsurface construction.
101. Driveways and Site Access shall conform to Development Code 16.34.080.
102. The Permittee/Owner shall provide the following items for approval, but may be required to provide additional items:
  - A. A Grading Plan prepared by a registered Civil Engineer in accordance with currently accepted design standards. The plan shall incorporate Grading Information, Erosion & Sediment Control Measures, Mitigation Measures as applicable, and Site Design & Source Control (Low Impact Development (LID)), as well as Pollutant Control and Hydromodification, as applicable.
    - i) The Grading Plan shall include within it the following:
      - 1) A Water Quality Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
      - 2) A Storm Drain Improvement Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
      - 3) An Erosion Control Plan prepared by a registered Civil Engineer in accordance with City standards and approved by the Engineering Division.
103. The Grading Plan shall be prepared to the satisfaction of the City Engineer and shall also include, but may not be limited to:
  - A. A topographic map shall be prepared by a qualified Registered Civil Engineer or a Licensed Land Surveyor. The topographic map shall indicate property lines, topographic features and existing and/or proposed structures. Said map shall include contour lines

and/or sufficient spot elevations to clearly represent existing and proposed topographical features, and existing and proposed drainage patterns. The survey shall extend 50 feet minimum beyond limits of work.

- B. Depict the limits of grading and provide cross sections as needed.
- C. Incorporate all recommendations pursuant to the Hydrology/Hydraulic Report prepared for the project.
- D. Incorporate all stormwater best management practices (BMPs) as quantified in the Water Quality Management Plan (WQMP).
- E. Include mitigation measures and project modifications as recommended in the Geotechnical Report prepared for the project.

#### **Sewer & Water**

- 104. All original Sewer & Water Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.

#### **Utilities**

- 105. All original Utilities Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 106. The Permittee/Owner shall install all proposed utility systems underground, including electric lines 32kv and lower, telephone, and cable TV; and designed and constructed in accordance with City Codes and the utility provider. All applicable appurtenances shall also be coordinated with the building department and engineering department for review of proposed locations. Easements shall also be provided as required.

#### **Geotechnical**

- 107. All original Geotechnical Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 108. A comprehensive geotechnical report shall be prepared by a registered Geotechnical Engineer and submitted to the Engineering Division as part of the initial grading plan

check.

- A. The report shall address in-situ soils conditions; shall provide the following, but not be limited to, as necessary:
  - i) a percolation/infiltration analysis,
  - ii) identify any geotechnical hazards for the site,
  - iii) provide recommendations for the construction of engineered structures,
  - iv) provide preliminary pavement sections,
  - v) address the feasibility of long-term infiltration of stormwater runoff onsite, and if subdrains will be required for any proposed infiltration BMPs,
  - vi) Provide recommendations for any special construction methods as necessary.
- 109. All recommended measures identified in the report shall be incorporated into the project design.
- 110. A geotechnical engineer, civil engineer, certified engineering geologist, or certified hydrogeologist shall prepare a percolation analysis and determine infiltration rates for the purpose of determining water quality best management practices (i.e., Water Quality Management Plan).
  - A. See Appendix A, Section 1.8 – Final Report, of the Riverside County Low Impact Development BMP Design Handbook as a guide for preparing the analysis.
  - B. Infiltration testing requirements shall adhere to Appendix A – Infiltration Testing, of the Riverside County Low Impact Development BMP Design Handbook (e.g., Table 1 Infiltration Testing Requirements).
  - C. A note shall be added to the grading plan identifying the infiltration rates used in the WQMP.

**Water Quality Management Plan (WQMP)**

- 111. All applicable original WQMP Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
- 112. This project shall submit for review and approval a Final WQMP in conformance with the approved Preliminary WQMP for SC-2023-00003.
- 113. Water Quality Improvement Plans (WQIP) shall be integrated with the grading plans and included as part of the grading plans. Prior to final approval of the grading plans, the grading plans shall be in conformance with the Project-Specific Water Quality Management Plan (WQMP).
- 114. The project shall demonstrate infiltration abilities by converting the percolation tests taken at locations of proposed infiltration/biofiltration BMPs. Proposed BMPs shall be per the

guidelines of the City of Murrieta's 2018 Santa Margarita Region Water Quality Management Plan and the most current order under the National Pollutant Discharge Elimination System (NPDES) Permit initiated under section 2 of the Federal Clean Water Act. The most current order shall be incorporated, as applicable.

115. The grading plan shall add a note to confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.

#### **Hydrology & Hydraulics**

116. All original H&H Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
117. This project shall submit for review and approval a Final H&H in conformance with the approved Preliminary H&H for SC-2023-00003.

#### **Storm Water Pollution Prevention Plan (SWPPP)**

118. All original SWPPP Conditions of Approval for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
119. The development shall comply with all applicable regulations established by the United States Environmental Protection Agency (USEPA) as set forth in the National Pollution Discharge Elimination System (NPDES) permit requirements for urban runoff and stormwater discharge and any regulations adopted by the City pursuant to the NPDES regulations and/or requirements. Furthermore, the Permittee/Owner may be required to file a Notice of Intent with the State Water Resources Control Board to obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity and may be required to implement a Storm Water Pollution Prevention Plan (SWPPP) concurrent with the commencement of grading activities. SWPPPs shall include construction pollution prevention and pollution control measures. The applicant shall comply with all the provisions of the Clean Water Program during and after all phases of the development process, including but not limited to: mass grading, rough grading, construction of street and landscaping improvements, and construction of structures.
120. An adequate SWPPP shall be available to State and City Inspectors at the job site prior to commencing construction. The Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.

#### **PRIOR TO ISSUANCE OF BUILDING PERMITS**

121. All original Conditions of Approval required prior to issuance of building permits for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.

#### **DURING CONSTRUCTION**

122. All original Conditions of Approval required during construction for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
123. The Permittee/Owner shall coordinate with the City's Public Works Inspector with approved/signed grading and/or improvement plans and grade/construct per said plans, as approved by the City Engineer.
124. The Permittee/Owner shall construct all onsite grading improvements, per the approved grading plans, as approved by the City Engineer.
  - A. Minor field changes may occur at the discretion of the City Engineer.
  - B. Changes other than minor shall be submitted to the Engineering Division as a construction change submittal for review by Engineering and approval by the City Engineer.
125. The Permittee/Owner shall construct all offsite public improvements, per the approved improvement plans, as approved by the City Engineer.
  - A. Minor field changes may occur at the discretion of the City Engineer.
  - B. Changes other than minor shall be submitted to the Engineering Division as a construction change submittal for review by Engineering and approval by the City Engineer.
126. The Permittee/Owner shall confirm the infiltration rates coincide with the rates used in the Water Quality Management Plan. If BMPs are to be placed in areas and/or depths different from the original infiltration testing, thereby posing potentially different infiltration rates from those originally obtained, new infiltration testing may be required, and BMP designs may be impacted.
127. The Permittee/Owner shall construct all sewer and water improvements necessary to serve this project.
128. The Permittee/Owner shall obtain necessary clearances from the dry utility companies and gas company.
129. The building pads shall be certified by a registered Civil Engineer for location and elevation. Additionally, the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.
  - A. Building pad certification shall be obtained prior to building foundation cement pour.
130. Any traffic signal improvements or modifications shall be installed/constructed to coincide with the street improvements as approved by the City Engineer.

Construction fencing shall be placed so as not to interfere with sight distance and comply with City Standard No 214.

132. The exact depth of street structural section and subgrade requirement shall be based on subgrade "R" value tests and the appropriate Traffic Index for the type of street, as determined by the Geotechnical Engineer and the City Standards, whichever is greater.
133. The approved Storm Water Pollution Plan (SWPPP) shall be available onsite at all times from the Notice to Proceed until the issuance Notice of Termination. Moreover, the Permittee/Owner shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all construction is completed and improvements have been accepted by the City.
134. All existing street monuments within or abutting this project site shall be preserved. If such monuments are damaged or destroyed, the Permittee/Owner shall retain a licensed land surveyor or a qualified registered civil engineer to reset those monuments per City Standards 617a, 617b, 617c, and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant do not have to be replaced, subject to approval by the City Engineer.
135. For new street and/or new intersection monumentation, street centerline monuments shall be set per City Standards 617a, 617b, and 617c, as approved by the City Engineer. All elevation locations for street centerline(s) shall be provided.

**PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY**

136. All original Conditions of Approval required prior to issuance of certificates of occupancy for DP-2018-1720, TPM-2018-1721, and CUP-2018-1722 (City Resolution Number PC-2020-11) shall remain in effect.
137. Prior to the issuance of the first (1<sup>st</sup>) certificate of occupancy, all public improvements, per the approved public improvement plan(s), shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
138. Prior to, but not necessarily the last, the issuance of all certificates of occupancy, final grading of the subject property shall be constructed, completed, and accepted/as-built, to the satisfaction of the City Engineer.
139. The Final Map shall be recorded, accepted by County, and a copy provided to the City Engineer, in the format requested.
140. Demonstrate that all treatment control BMP's described in the project-specific WQMP (WQMP) have been constructed and installed in conformance with the approved plans and specifications and the Permittee/Owner is prepared to maintain all BMP's described in the approved WQMP.
141. The Permittee/Owner shall demonstrate that the irrigation controller and heads are set so irrigation runoff does not enter the street or storm drain systems.
142. The Permittee/Owner shall provide "As-Built" drawings of the grading and improvement plans, in electronic format. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Division.

- A. The Permittee/Owner shall provide electronic copies (e.g., USB drive, CD, shared server) of the approved Final WQMP, Drainage Study, Final Geotechnical Report, and any other applicable document(s). Said Electronic copies shall be in .doc, .pdf, and/or other acceptable Microsoft formats.
  - B. The “As-Built” drawings shall include any, and all, construction changes, as well as all dry, wet, and gas utilities.
143. Obtain written clearance, as deemed necessary by the Engineering Division, from the following agencies:
- A. Planning Division
  - B. Engineering Division
  - C. Building & Safety Division
  - D. Fire Department
  - E. Landscape Division
  - F. Parks & Recreation Department
  - G. Sewer and Water District(s)
  - H. Utility Companies

**Municipal Services Department**

144. The street improvements along Winchester Road will be maintained by MCSD, the landscaped parkways are to be installed per Community Service District’s (CSD) Standards and Specifications Book. The Standards and Specifications Book can be found online at <http://www.murrietaca.gov/DocumentCenter/View/1259/Community-Services-Department-Standards-and-Specifications-Book-PDF?bidId>. Parkway landscape plans need to be submitted to Parks Maintenance Supervisor, Josh Havens, for review prior to precise grade permit. Please contact the Parks Maintenance Department at 951-461-6124 to set up an appointment for landscape plan review.
145. This applicant must join the CFD in order to maintain the right-of-way along Winchester Road. The applicant should submit a Letter of Intent indicating such to this department prior to issuance of precise grading permit. Plans for right-of-way landscape must be submitted to the CSD prior to issuance of grading permit.

**END OF CONDITIONS**



# CITY OF MURRIETA

## Planning Commission Meeting

### Agenda Report

3/25/2026  
Agenda Item No.

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TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: David Chantarangsu, AICP, Development Services Director

SUBJECT: Murrieta Marketplace Development Agreement (DA) 2026-00008

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#### **RECOMMENDATION**

Staff recommends that the Planning Commission:

1. Conduct a public hearing on the Development Agreement with Murrieta Marketplace Holdings LP, A California Limited Partnership, Bonsall Service Station, LP a California Limited Partnership and Scott-Murrieta Service Station, LP a California Limited Partnership, as tenants-in-common (Development Agreement);
2. Recommend to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement;
3. Find that the adoption of the Development Agreement is consistent with the General Plan; and
4. Adopt a Resolution recommending that the City Council Approve the Development Agreement.

#### **ENVIRONMENTAL**

Staff recommends that the Planning Commission recommend that the City Council find that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guideline Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement.

#### **PRIOR ACTION/VOTE**

On June 27, 2018, the City Planning Commission adopted Resolution No PC-2018010 approving development plan (DP-2017-1370), and conditional use permit (CUP) CUP 2018-1568 for the operation of a car wash and CUP 2017-1442 for outdoor display and equipment rental for approximately 49 acres located at the northwest corner of Clinton Keith Road and Winchester Road (Site). The development approvals authorized

development of a commercial center containing up to 518,817 square feet of building area and 2,155 parking stalls including 20 buildings on 10 building pads, including two gas stations and private and public infrastructure on and adjacent to the Site. The Planning Commission approval included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (EIR) and a prior addendum. The Commission's 2018 action included adoption of a further addendum to the EIR.

The City Planner acted administratively to approve substantial conformance determination (SC-2022-2701) on March 24, 2025 making minor changes to the previous approval and adopting revised conditions of approval and modifying the site plan approved by the Planning Commission on June 27, 2018.

On October 8, 2024 the City Planner acted administratively to approve an Extension of Time 2019-2021 for Murrieta Marketplace Development Plan (DP) 2017-1370, Conditional Use Permit (CUP) 2017-1442 and Conditional Use Permit (CUP) 2018-1568 granting an extension of time for the foregoing entitlements until June 27, 2026.

On March 24, 2025 the Development Services Director acted to administratively approve (SC) 2022-2701 making site plan modifications and revising conditions of approval to the project as approved in 2018 along with subsequent revisions.

## **EXECUTIVE SUMMARY**

In 2018 the Planning Commission approved the development of a commercial shopping center consisting of a commercial shopping center containing up to 518,817 square feet of building area and 2,155 parking stalls consisting of 20 buildings on 10 building pads, including two gas stations and private and public infrastructure on and adjacent to the Site. Anticipated uses include variety of retail and restaurant uses on the Site such as a gas station, retail buildings, fast food restaurants, fast casual restaurants and restaurants with drive-thrus, in up to five phases. The entitlements expire in June, 2026.

The Development Agreement will extend the entitlements for 10 years. This will allow sufficient time for the construction of the Project which will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City.

## **BACKGROUND**

Murrieta Marketplace Holdings LP, a California Limited Partnership, Bonsall Service Station, LP a California Limited Partnership and Scott-Murrieta Service Station, LP a California Limited Partnership, as tenants-in-common (collectively, Developer) applied for a Development Agreement to extend the term of the referenced entitlements described above (Entitlements). The Entitlements were approved for the Site, which is an undeveloped lot of approximately 49.7 acres of land located at the northwest corner of Winchester Road Hwy 79 and Clinton Keith Road consisting of the following APNs: 963-060-065, 963-060-066, 963-450-001 through 963-450-019, 480-100-073 and 480-100-074.

Pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement, which is essentially a contract between the City and the Developer, must be approved by ordinance following public hearings by the Planning Commission and City Council. This public hearing before the Planning Commission was properly noticed pursuant to Murrieta Municipal Code (MMC) Section 16.54.060 and Chapter 16.76 and Government Code Section 65867. At the conclusion of the public hearing, the Planning Commission must make a written recommendation to the City Council that the City Council approve, conditionally approve, or

disapprove the application with appropriate findings in compliance with MMC Section 16.54.070.

For the Planning Commission to recommend that the City Council adopt the ordinance approving the Development Agreement, the Planning Commission must make three findings:

1. In accordance with MMC Section 16.54.070, the proposed Development Agreement will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code.
2. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be in the best interest of the City.
3. The proposed Development Agreement is internally consistent with other applicable provisions of the Development Code.

The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2018 for the Murrieta Marketplace commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code. The 2018 approvals included Development Plan (DP-2017-1370), and conditional use permits (CUP-2018-1568) for operation of a car wash and CUP 2017-1442 for outdoor display and equipment rental, which were granted by Planning Commission Resolution No PC-2018010. The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial shopping center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements. Because the Development Agreement only provides additional time for the implementation of an already approved project and does not authorize any changes to the approved land uses, density, intensity, or development standards, the Agreement remains fully consistent with the objectives, policies, and implementation programs of the General Plan and with the provisions of the Development Code.

The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services. By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project. Because the Development Agreement

operates within the authority provided by the Development Code and does not conflict with any of its provisions, the Agreement is internally consistent with the City's adopted land use regulations. Lastly, the Planning Commission is asked to make a finding on whether the approval of the proposed Development Agreement complies with the California Environmental Quality Act (CEQA). Staff recommends that that Planning Commission find that the proposed Development Agreement is in compliance with the provisions of CEQA Guideline Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement. This finding can be made because the proposed Development Agreement does not alter the approved Project, the proposed Development Agreement only extends time for the entitlements. Accordingly, no new environmental impacts will be created as a result of the approval of the Development Agreement and the prior CEQA Approvals remain adequate.

## **ATTACHMENTS**

Attachment 1 - Resolution

**PLANNING COMMISSION  
RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MURRIETA, RECOMMENDING THAT THE CITY COUNCIL ADOPT ORDINANCE NO. \_\_\_\_\_ APPROVING A DEVELOPMENT AGREEMENT WITH MURRIETA MARKETPLACE HOLDINGS LP, A CALIFORNIA LIMITED PARTNERSHIP, BONSCALL SERVICE STATION, LP A CALIFORNIA LIMITED PARTNERSHIP AND SCOTT-MURRIETA SERVICE STATION, LP A CALIFORNIA LIMITED PARTNERSHIP TO EXTEND THE ENTITLEMENTS FOR THE DEVELOPMENT OF A COMMERCIAL SHOPPING CENTER AT THE NORTHWEST CORNER OF WINCHESTER ROAD (HIGHWAY 79) AND CLINTON KEITH ROAD**

**WHEREAS**, Murrieta Marketplace Holdings LP, a California Limited Partnership, Bonsall Service Station, LP a California Limited Partnership and Scott-Murrieta Service Station, LP a California Limited Partnership, as tenants-in-common (collectively, “Developers”) own an undeveloped lot containing approximately 49.7 acres of land at the northwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APNs 963-060-065, 963-060-066, 963-450-001 through 963-450-019, 480-100-073 and 480-100-074) in Murrieta, California (“Site”); and

**WHEREAS**, June 27, 2018, the City Planning Commission adopted Resolution No. PC-2018010 approving a Development Plan (DP-2017-1370), and Conditional Use Permit (“CUP”) CUP-2018-1568 for the operation of a car wash and CUP 2017-1442 for outdoor display and equipment rental, each as conditioned thereby pursuant to the Conditions of Approval (collectively, “Entitlements”) authorizing the development of a commercial center containing up to 518,817 square feet of building area and 2,155 parking stalls including 20 buildings on 10 building pads, including two gas stations and private and public infrastructure on and adjacent to the Site (collectively, “Project”). The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and the various addendums thereto and adopted an Addendum to the EIR (collectively with previously approved EIR and addenda, “CEQA Approvals”); and

**WHEREAS**, consistent with Murrieta Municipal Code Section 16.54.040(A)(3), Developers propose to enter into a Development Agreement with the City of Murrieta (“City”) to extend the entitlements for the Project through June 27, 2036 as the Entitlements will otherwise expire on June 27, 2026; and

**WHEREAS**, California Government Code Sections 65864 *et seq.* (“Development Agreement Law”) and Murrieta Municipal Code Chapter 16.54 (“City Development Agreement Ordinance”) authorize the City to enter into binding development agreements to provide an enhanced degree of certainty in the development process for both the property owner/developer and the affected public agency; and

**WHEREAS**, the Project will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City; and

**WHEREAS**, pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement must be approved by ordinance following public hearings by the Planning Commission and City Council; and

**WHEREAS**, the City proposes an Ordinance approving a Development Agreement with Developers to extend the Entitlements pursuant to the terms contained in the Development Agreement; and

**WHEREAS**, Staff have reviewed the extension request and have determined that the extended term will not be detrimental to the surrounding areas; and

**WHEREAS**, on March 25, 2026, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Ordinance approving the Development Agreement, at which a staff report was presented and evidence was provided in the record to support the findings required by Murrieta Development Code Section 16.54.070; and

**WHEREAS**, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and has determined that the proposed Ordinance approving the Development Agreement is appropriate; and

**WHEREAS**, the Planning Commission has considered the potential for environmental effects as a result of the proposed Development Agreement pursuant to the California Environmental Quality Act (CEQA) and concurs with staff's recommendation.

**NOW, THEREFORE**, the Planning Commission of the City of Murrieta does resolve as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by this reference as if set forth in full.

Section 2. The Planning Commission makes the following findings based on the following facts:

A. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code.

**FACTS:** The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the

provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2018 for the Murrieta Marketplace commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code. The 2018 approvals include Development Plan (DP-2017-1370), and CUP-2018-1568 for operation of a car wash and CUP 2017-1442 for outdoor display and equipment which were granted by Planning Commission Resolution No. PC-2018010.

The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements.

Because the Development Agreement only provides additional time for the implementation of an already approved project and does not authorize any changes to the approved land uses, density, intensity, or development standards, the Agreement remains fully consistent with the objectives, policies, and implementation programs of the General Plan and with the provisions of the Development Code.

B. In accordance with Section 16.54.070 of the Murrieta Development Code, the proposed Development Agreement will be in the best interest of the City.

FACTS: The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards.

The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services.

By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations,

the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

C. The proposed Development Agreement is internally consistent with other applicable provisions of the Development Code.

FACTS: The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project.

The Site's Regional Commercial (RC) zoning designation allows for the type of commercial development previously approved for the Site. The Development Agreement does not modify or waive the underlying zoning regulations, development standards, or conditions of approval applicable to the project. Instead, it preserves the regulatory framework established by the Development Code while providing additional time for the approved project to be constructed.

Because the Development Agreement operates within the authority provided by the Development Code and does not conflict with any of its provisions, the Agreement is internally consistent with the City's adopted land use regulations.

Section 3. The Planning Commission recommends that that the City Council find that the proposed Development Agreement is in compliance with the provisions of the CEQA Guideline Section 15162 and that no further analysis is required under CEQA in connection with the approval of the Development Agreement.

FACTS:

- (a) The Development Agreement does not alter the approved Project; the Development Agreement only extends time for the entitlements.
- (b) No new environmental impacts will be created as a result of the approval of the Development Agreement.
- (c) The prior CEQA Approvals remain adequate.

Section 4. Based on the written and oral information received at the public hearing and the findings stated above, the Planning Commission recommends that the City Council adopt the environmental determination and adopt an Ordinance approving the Development Agreement in substantially the same form as set forth in **Exhibit "A."**

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Murrieta, California, held on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**APPROVED:**

\_\_\_\_\_  
Planning Commission Chairperson

**ATTEST:**

\_\_\_\_\_  
Carl Stiehl, City Planner

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the \_\_\_ day of \_\_\_\_\_, 2026 by the following roll call vote:

MOTION MADE BY COMMISSIONER \_\_\_\_\_

SECONDED BY COMMISSIONER \_\_\_\_\_

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

\_\_\_\_\_  
Carl Stiehl, City Planner

**ATTACHMENTS:**

Proposed ordinance

**EXHIBT A**  
**PROPOSED ORDINANCE**

**ORDINANCE NO. 26-\_\_**

**AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT WITH MURRIETA MARKETPLACE HOLDINGS LP, A CALIFORNIA LIMITED PARTNERSHIP, BONSAI SERVICE STATION, LP A CALIFORNIA LIMITED PARTNERSHIP AND SCOTT-MURRIETA SERVICE STATION, LP A CALIFORNIA LIMITED PARTNERSHIP TO EXTEND THE ENTITLEMENTS FOR THE DEVELOPMENT OF A COMMERCIAL SHOPPING CENTER AT THE NORTHWEST CORNER OF WINCHESTER ROAD (HIGHWAY 79) AND CLINTON KEITH ROAD**

Summary: This ordinance adopts a Development Agreement for the construction of a shopping center at the northwest corner of Winchester Road (Highway 79) and Clinton Keith Road to extend the project’s entitlements.

**WHEREAS**, consistent with Murrieta Municipal Code Section 16.54.040(A)(3) Murrieta Marketplace Holdings LP, a California Limited Partnership, Bonsai Service Station, LP a California Limited Partnership and Scott-Murrieta Service Station, LP a California Limited Partnership as tenants-in-common (collectively, “Developers”) proposed to enter into a Development Agreement with the City of Murrieta (“City”) to extend the entitlements for a commercial center containing up to 518,817 square feet of building area and 2,155 parking stalls including 20 buildings on 10 building pads, including fueling stations and private and public infrastructure on and adjacent to the site (collectively, “Project”) owned by Developers. The Project will be located on an undeveloped lot located on approximately 49.7 acres of land at the northwest corner of Winchester Road Hwy 79 and Clinton Keith Road (APNs 963-060-065, 963-060-066, 963-450-001 through 963-450-019, 480-100-073 and 480-100-074) in Murrieta, California (“Site”); and

**WHEREAS**, California Government Code Sections 65864 *et seq.* (“Development Agreement Law”) and Murrieta Municipal Code Chapter 16.54 (“City Development Agreement Ordinance”) authorize the City to enter into binding development agreements for the purpose of providing an enhanced degree of certainty in the development process for both the property owner/developer and the affected public agency; and

**WHEREAS**, June 27, 2018, the City Planning Commission adopted Resolution No PC-2018010 approving development plan (DP-2017-1370), and conditional use permit (“CUP”) CUP 2018-1568) for the operation of a car wash and CUP 2017-1442 for outdoor display and equipment rental each as conditioned thereby pursuant to the Conditions of Approval (collectively, “Entitlements”) to approve the development of the Project on the Site. The City Planning Commission approvals included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and the various addendums thereto and adopted an Addendum to the EIR (collectively with previously approved EIR and addenda, “CEQA Approvals”); and

**WHEREAS**, without the approval of the Development Agreement (“DA”), the Project will expire June 27, 2026. Pursuant to the Developers’ request, the City and Developers have negotiated and agreed to the DA, attached hereto as Exhibit A, which will extend the term of the Entitlements through June 27, 2036; and

**WHEREAS**, the Project will benefit the City by providing new restaurants, retail uses, and a gas station for residents and City visitors to patronize which will generate sales tax payable to the City; and

**WHEREAS**, at a duly-noticed public hearing on March 25, 2026, the City Planning Commission considered the approval of the DA and made a recommendation to the City Council that the proposed Development Agreement is in compliance with the provisions of the California Environmental Quality Act (CEQA) Guidelines Section 15162 determining that no further analysis is required under CEQA in connection with the approval of the Development Agreement; and

**WHEREAS**, the City Council held a duly noticed public hearing regarding the DA on \_\_\_\_\_, 2026, and considered the recommendation of the City Planning Commission and the evidence, testimony, and arguments submitted by City staff, the Developers, and all interested parties; and

**WHEREAS**, the City Council finds and determines that all actions required of City prior to approval of the DA by the City Council have been duly and regularly taken and all legal prerequisites of the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are hereby incorporated into this Ordinance as set forth herein.

SECTION 2. That, as conditioned, the Project conforms to the regulations contained within Title 16, the Murrieta Development Code, and with the adopted elements of the Murrieta General Plan.

SECTION 3. Based upon the evidence presented, the City Council makes the following findings of fact for the adoption of the DA attached as Exhibit A pursuant to Murrieta Municipal Code Section 16.54.070:

- a. *The Development Agreement is in the best interests of the city.*  
The proposed Development Agreement is in the best interests of the City because it provides certainty regarding the continued implementation of a previously approved commercial development that will provide retail services, employment opportunities, and

tax-generating uses for the community. The Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Development Agreement also benefits the City by encouraging investment in commercial development at a prominent intersection along Winchester Road (State Route 79) and Clinton Keith Road, a key commercial corridor within the community. Implementation of the approved commercial center will contribute to the City's economic base through the provision of retail services and the generation of sales tax and other local revenues that support municipal services. By providing development certainty while preserving the City's regulatory authority through the existing conditions of approval and applicable municipal regulations, the Development Agreement promotes economic development, supports the City's long-term planning objectives, and therefore serves the best interests of the City.

b. *The Development Agreement is consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and this development code.*

The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs of the Murrieta General Plan and the provisions of the Murrieta Development Code because the Agreement does not modify the Project, land use designation, zoning classification, or development standards applicable to the Site. The Development Agreement only extends the duration of previously approved entitlements from 2018 for the Murrieta Marketplace commercial center, which were approved by the Planning Commission after a comprehensive review for consistency with the General Plan and Development Code.

c. *The Development Agreement is compatible with the surrounding development.*

The Site is designated Commercial in the Murrieta General Plan and zoned Regional Commercial (RC) under the Development Code. The Project, consisting of a commercial retail center including fueling, retail, and service uses, was previously determined to be consistent with these designations and applicable development standards. The Development Agreement does not alter those approvals and therefore maintains consistency with the City's adopted land use framework and regulatory requirements. The Agreement facilitates the development of the Project which is located at a significant regional travel intersection in southwest Riverside County - Clinton Keith Road and Winchester Road. The east side of Winchester Road at Clinton Keith Road was the developed under the jurisdiction of Riverside County and includes similar commercial development such as fast food restaurants, a neighborhood commercial center consisting of a Stater Brothers grocery store, CVS Drugstore, Starbucks, and other ancillary retail uses like banks, gas stations, and smaller industrial and office buildings. The Development Agreement facilitates similar retail and commercially oriented uses and is therefore compatible with surrounding development.

d. *The Development Agreement will not adversely affect public health, safety, or welfare.*

The proposed Development Agreement is internally consistent with the provisions of the Murrieta Development Code because it implements the procedures and authority established in Murrieta Municipal Code Chapter 16.54, which allows the City to enter into development agreements consistent with State law. The Agreement extends the duration of the previously approved entitlements while maintaining all applicable Development Code standards and regulations governing the project. Further, the Agreement facilitates the orderly development of the Site by allowing the approved project additional time to proceed while maintaining all previously adopted conditions of approval and development standards. The Project also does not increase the severity of any environmental impacts not previously known.

The proposed Development Agreement will not adversely affect the public health, safety, or general welfare because it does not modify the approved project, increase development intensity, or introduce new land uses beyond those previously evaluated and approved by the City. The Development Agreement solely extends the duration of previously approved entitlements for the Murrieta Marketplace project.

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162, the City has determined that none of the conditions requiring preparation of a subsequent or supplemental environmental document have occurred. There are no substantial changes to the project, no substantial changes in the circumstances under which the project is undertaken, and no new information of substantial importance that would result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts.

The previously certified 2005 Environmental Impact Report for the Marquis/Westmar Commercial Project (SCH No. 2005031028), together with subsequent addenda prepared for the Murrieta Marketplace project, adequately evaluated the environmental effects of the approved development, including those related to public health, safety, and welfare. The Development Agreement does not alter those conclusions, and all previously adopted mitigation measures and conditions of approval remain applicable.

Accordingly, the approval of the Development Agreement resulting in an extension of the entitlement period for 10 additional years will not affect public health, safety, or welfare.

SECTION 4. Based upon all oral and written reports and presentations made by City staff and members of the public, including any attachments and exhibits, the City Council hereby finds that the proposed approval of the DA and the construction of the Project does not require further analysis under the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("CEQA"), pursuant to CEQA Guidelines 15162, because the DA does not alter the approved Project and is only extending the term of the Entitlements which were previously analyzed under CEQA and said CEQA analysis remains adequate because no new environmental impacts will be created as a result of the approval of the DA.

SECTION 5. The City Manager and City Clerk, and their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the DA.

SECTION 6. Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of said DA with the County Recorder within 10 days after the City signing of the DA.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Jon Levell, Mayor

ATTEST:

\_\_\_\_\_  
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )§  
CITY OF MURRIETA )

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 2\_ - \_\_\_\_\_ was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the \_\_\_th day of \_\_\_\_\_, 2026, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Cristal McDonald, City Clerk

**EXHIBIT A**  
**DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Murrieta  
One Town Square  
Murrieta, CA 92562

Attention: City Clerk

---

APNs: 963-060-065, 963-060-066, 963-450-001  
through 963-450-019, 480-100-073 and 480-100-074

(Space Above For Recorder's Use)  
Exempt from Recording Fees pursuant  
to Government Code Section 27383

**DEVELOPMENT AGREEMENT**

**between**

**CITY OF MURRIETA,  
a California general law city and municipal corporation**

**and**

**MURRIETA MARKETPLACE HOLDINGS, LP, a California limited partnership,  
SCOTT-MURRIETA SERVICE STATION, LP, a California limited partnership,  
BONSALL SERVICE STATION, LP, a California limited partnership, AS TENANTS IN  
COMMON**

Reference dated as of \_\_\_\_\_, 2026



**TABLE OF CONTENTS**

	<b><u>Page</u></b>
RECITALS .....	1
1. DEFINITIONS AND EXHIBITS.....	2
1.1 Definitions.....	2
1.2 Exhibits.....	6
2. GENERAL PROVISIONS.....	6
2.1 Binding Effect of Agreement.....	6
2.2 Term.....	7
2.3 Assignment and Transfer.....	7
2.4 Voluntary Amendment or Cancellation of Agreement.....	7
2.5 Termination.....	7
2.6 Representations and Warranties.....	8
2.7 Notices.....	9
3. DEVELOPMENT OF THE PROPERTY.....	10
3.1 Vested Right to Develop.....	10
3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.....	10
3.3 Intentionally Omitted.....	11
3.4 Timing of Development; Public Improvements Phasing.....	11
3.5 Changes and Amendments to Existing or Subsequent Development Approvals.....	11
3.6 Reservations of Authority.....	11
3.7 Subsequent Development Approvals.....	12
3.8 Modification or Suspension by State or Federal Law.....	13
3.9 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes.....	13
3.10 Legally Binding Contract; Enforceability.....	13
3.11 Future Use of CEQA Approvals.....	13
3.12 Extension of Development Approvals.....	14
4. PUBLIC BENEFITS.....	14
4.1 Project Objectives.....	14
4.2 Credit/Reimbursement for Offsite Improvements.....	14
4.3 Offsite Improvements.....	15
5. OPERATING MEMORANDUM.....	15
6. REVIEW FOR COMPLIANCE.....	15
6.1 Periodic Review.....	15
6.2 Procedure.....	15
6.3 No Waiver.....	16
6.4 Proceedings for Modification or Termination.....	16
6.5 Hearing on Modification or Termination.....	16
6.6 Certificate of Agreement Compliance.....	16



	<u>Page</u>
7. NO CROSS-DEFAULTS.....	17
8. DEFAULT AND REMEDIES.....	17
8.1 Remedies in General.....	17
8.2 Specific Performance.....	18
8.3 Release.....	18
8.4 City’s Termination of Agreement or Exercise of Other Remedies Upon Developer’s Default.....	18
8.5 Developer’s Termination of Agreement or Exercise of Other Remedies Upon City’s Default.....	18
8.6 Informal Resolution.....	18
9. THIRD PARTY LITIGATION.....	19
9.1 Defense of Third Party Litigation.....	19
9.2 Extension of Term.....	19
10. MORTGAGEES.....	19
10.1 Mortgagee Protection.....	19
11. INSURANCE; INDEMNIFICATION.....	20
11.1 Insurance.....	20
11.2 Indemnification.....	22
12. MISCELLANEOUS PROVISIONS.....	23
12.1 Recordation of Agreement.....	23
12.2 Entire Agreement.....	23
12.3 Estoppel Certificates.....	23
12.4 Severability.....	24
12.5 Interpretation and Governing Law.....	24
12.6 Section Headings.....	24
12.7 Singular and Plural.....	24
12.8 Including.....	24
12.9 Time of Essence.....	24
12.10 Calendar Periods.....	24
12.11 Waiver.....	24
12.12 No Third Party Beneficiaries.....	24
12.13 Permitted Delays.....	24
12.14 Successors in Interest.....	25
12.15 Counterparts.....	25
12.16 Jurisdiction and Venue.....	25
12.17 Project as a Private Undertaking.....	25
12.18 Further Actions and Instruments.....	25
12.19 Eminent Domain.....	25
12.20 Attorneys’ Fees.....	25
12.21 Authority to Execute.....	26



**DEVELOPMENT AGREEMENT**  
**(MURRIETA MARKETPLACE)**

This Development Agreement (as further defined in Section 1.1, “Agreement”) is entered into between the CITY OF MURRIETA, a California general law city and municipal corporation (as further defined in Section 1.1, “City”) and MURRIETA MARKETPLACE HOLDINGS LP, a California limited partnership, BONSALL SERVICE STATION, LP a California limited partnership and SCOTT-MURRIETA SERVICE STATION, LP a California limited partnership, as tenants-in-common (collectively, and as further defined in Section 1.1, “Developer”). This Agreement is dated as of \_\_\_\_\_, 2026 for reference only. This Agreement will not become effective until the “Effective Date” (defined in Section 1.1). City and Developer are entering into this Agreement in reliance on the facts set forth in the Recitals, below.

**RECITALS**

A. Developer owns approximately 49.73 acres of land located west of Winchester Road (Highway 79 North) and bounded by Clinton Keith Road to the south and Max Gillis Boulevard to the north and Warm Springs Creek to the west in the City of Murrieta, California (APN: 963-060-065, 963-060-066, 963-450-001 through 963-450-019, 480-100-073 and 480-100-074) (“Property”) legally described on the attached Exhibit A and depicted on the attached Exhibit B (“Site Plan”). Developer intends to develop the Project (defined below) on the Property.

B. On June 27, 2018, the City Planning Commission adopted Resolution No PC-2018010 with respect to the Property, approving development plan (DP-2017-1370), and conditional use permits (CUP-2018-1568) for operation of a car wash and CUP 2017-1442 for outdoor display and equipment rental pursuant to conditions of approval. The foregoing development approvals authorized development of a commercial center containing up to 518,817 square feet of building area and 2,155 parking stalls including 20 buildings on 10 building pads, including two gas stations and private and public infrastructure on and adjacent to the Property. Developer intends to construct a variety of retail and restaurant uses on the Property including without limitation a gas station, retail buildings, fast food restaurants, fast casual restaurants and restaurants with drive-thrus, in up to five phases (as further defined in Section 1.1, the “Project”). The Planning Commission approval included consideration of previously adopted Environmental Impact Report State Clearinghouse No. 2005031028 (“EIR”) and a prior addendum thereto and adopted a further addendum to the EIR (collectively with previously approved EIR and addenda, “CEQA Approvals”).

C. The City of Murrieta Planning Division acted administratively to approve a substantial conformance determination (SC-2022-2701) on March 24, 2025 with respect to the Property, making minor changes to the previous approval and adopting revised conditions of approval and the modification of the site plan approved by the Planning Commission on June 27, 2018. The revised conditions of approval are attached to this Agreement as Exhibit C and incorporated herein by this reference and are referred to herein as the “Conditions of Approval”.

D. City is authorized under Section 7 of the California Constitution and Government Code Section 65864, *et seq.* (“Development Agreement Law”) to enter into binding development



agreements with persons having legal or equitable interests in real property for the development of that property.

E. Developer has applied to City for approval and enactment of this Agreement in order to preserve the Development Approvals for the Property while additional development approvals are under consideration and to permit adequate time for phasing and construction following such approvals. The City Planning Commission ("Planning Commission") and the City Council ("City Council") have conducted public hearings and have found that this Agreement is consistent with City's General Plan ("General Plan"), including the General Plan Land Use Element.

F. On \_\_\_\_\_, 2026, the Planning Commission made CEQA findings and adopted Resolution No. \_\_\_\_ - \_\_ recommending that the City Council approve an ordinance approving this Agreement.

G. On \_\_\_\_\_, 2026, the City Council made CEQA findings and adopted Ordinance No. \_\_\_\_ - \_\_ ("Enacting Ordinance"), which approved this Agreement.

H. By adopting the Enacting Ordinance, the City Council elected to exercise its governmental powers with regard to the Development of the Property to assure that previously approved and recorded maps, permits and entitlements for the Project remain in effect to permit development of the Project as approved by the City. This Agreement binds City and future City Councils and limits the City Council's future exercise of its police powers in exchange for the public benefits conveyed by Developer to the City. This Agreement has been found by the City Council to be fair, just and reasonable and in the best interests of City's citizens and the health, safety and welfare of the public.

I. All of City's prior actions and approvals with regard to this Agreement complied with all applicable legal requirements related to notice, public hearings, findings, votes, and other procedural matters.

J. The Development of the Property in accordance with this Agreement will provide substantial benefits to City. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Property, ensures the progressive installation of necessary public improvements to serve the Project, and serves the purposes of the Development Agreement Law.

## 1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following initially capitalized terms used in this Agreement have the following meanings:

"Agreement" means this Development Agreement and all attachments and exhibits thereto.

"Annual Monitoring Report" has the meaning ascribed to the term in Section 6.1.

"Applications" has the meaning ascribed to the term in Section 3.7.b.



“CEQA” means the California Environmental Quality Act, codified at Public Resources Code Section 21000 *et seq.* and the CEQA Guidelines, 14. C.C.R. Section 15000 *et seq.*

“CEQA Approvals” has the meaning ascribed to the term in Recital B.

“Certificate of Agreement Compliance” or “Certificate” has the meaning ascribed to the term in Section 6.6.

“Certificate of Occupancy” means a document issued by City’s Building Department, certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

“City” means the City of Murrieta, a California general law city and municipal corporation, its successors and assigns, and its related or subordinate boards, commissions, and entities.

“City Council” means the City Council of the City of Murrieta.

“Claims or liabilities” has the meaning ascribed to the term in Section 11.2.a.

“Conditions of Approval” means the Conditions of Approval attached as Exhibit C to this Agreement and incorporated herein by this reference.

“Developer” means Developer as defined in the preamble to this Agreement and the respective successors and assigns of each of Murrieta Marketplace Holdings LP, Bonsall Service Station, LP and Scott-Murrieta Service Station, LP, provided that the term Developer shall not include any End User.

“Developer Transferee” shall mean a Person to which Transferor has conveyed fee title to a portion of the Property and has assigned the obligations under this Agreement as further described in Section 2.3.

“Development” means the subdivision and improvement of the Property for the purposes of constructing or reconstructing the public and private structures, improvements and facilities comprising the Project, including: grading; the construction or reconstruction of infrastructure and public and private facilities related to the Project, whether located within or outside the Property; the construction or reconstruction of buildings and structures; and, the installation of landscaping. “Development” does not include the maintenance of any building, structure, improvement or facility after its construction and completion.

“Development Agreement Law” has the meaning ascribed to the term in Recital D.

“Development Approvals” mean all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, approvals, permits and other entitlements applicable to the Development of the Property, including: specific plans and specific plan amendments; tentative and final subdivision and parcel maps; conditional use permits, public use permits and site plans; zoning; variances; and, grading and building permits. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City authorized to be applicable



to the Property pursuant to this Agreement, or (ii) any matter where City has reserved authority under this Agreement.

“Development Exactions” mean any monetary or non-monetary exaction or mitigation measure, including a Development Impact Fee, imposed by City in connection with a Development Approval or in connection with the granting of any other right, privilege or approval pertaining to the Project, including requirements for land dedication or for public construction either within or outside the Property.

“Development Impact Fee” means a monetary payment authorized by Government Code Section 66001, *et seq.*, imposed legislatively on a broad class of development projects. The City may apply subsequently adopted development impact fee increases to development of the Property provided the same are lawfully imposed, are applied uniformly to development either throughout the City or within a defined area of benefit that includes the Property, are not applied on an ad hoc basis solely to the Project, and do not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement.

“Development Plan” means the proposed plan for Development of all or a portion of the Property pursuant to the Existing Development Approvals and Subsequent Development Approvals, in accordance with the Existing Land Use Regulations and applicable Subsequent Land Use Regulations, subject to the Reservations of Authority.

“Director” means the Director of Development Services.

“Effective Date” means the date which is thirty (30) days following the second reading and adoption of the Enacting Ordinance.

“EIR” has the meaning ascribed to the term in Recital B.

“Enacting Ordinance” has the meaning ascribed to the term in Recital G.

“End User” means any Person that acquires or leases a parcel within the Property with the intent to operate a retail or wholesale business thereon, provided that, unless otherwise determined by Developer, an “End User” shall not be a Developer Transferee.

“Existing Development Approvals” mean all Development Approvals approved or issued by City prior to adoption of the Enacting Ordinance, including the Development Approvals described in Recitals B, C, F and G.

“Existing Land Use Regulations” mean all Land Use Regulations in effect as of the second reading and adoption of the Enacting Ordinance as the same may have been modified or superseded pursuant to the Existing Development Approvals or this Agreement.

“General Plan” has the meaning ascribed to the term in Recital E.

“Including” or “including” has the meaning ascribed to the term in Section 12.8.



“Land Use Regulations” mean all ordinances, resolutions, codes, rules, regulations and official written policies of the City and/or any subsidiary district of the City and/or any joint powers authority or council of governments of which the City is a member which affect, govern, or apply to land development and use of the Property, including those governing: the permitted use of land; the density or intensity of use; subdivision requirements; the maximum height and size of proposed buildings; Development Exactions; design, improvement and construction standards and specifications applicable to the Development of the Property; and the reservation or dedication of land for public purposes, all as may be modified or supplemented pursuant to this Agreement. “Land Use Regulations” do not include any ordinance, resolution, code, rule, regulation or official policy governing: the conduct of businesses, professions, and occupations; taxes and assessments; the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or the exercise of the power of eminent domain.

“MMRP” means the mitigation monitoring and reporting program for assessing and ensuring compliance with required mitigation measures, which was approved by the City in conjunction with the Planning Commission’s approval of the Existing Development Approvals.

“Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

“Notice” has the meaning ascribed to the term in Section 2.7.a.

“Offsite Property” has the meaning ascribed to the term in Section 3.9.

“Operating Memorandum” has the meaning ascribed to the term in Section 5.

“Parties” mean City and Developer, collectively.

“Party” means either City or Developer, individually.

“Permitted Delay” means delays in a Party’s performance due to: changes in local, state or federal laws or regulations; strikes; delays caused by governmental agencies in processing and issuing permits and approvals; third party litigation, a development moratorium (including a water or sewer moratorium) or the actions of other public agencies to prohibit Development of the Property; civil commotion, fire, acts of God, war, lockouts, riots, floods, earthquakes, epidemic, quarantine, freight embargoes, and/or failure of contractors to perform; any third-party court action to set aside or modify the Development Approvals; or, other circumstances beyond a Party’s reasonable control and which substantially interfere with either Party’s ability to perform its obligations under this Agreement. “Permitted Delays” do not include delays attributable to Developer’s inability to obtain funds or financing or due to changes in market conditions or demands, whether or not foreseeable as of the Effective Date.

“Person” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind, including City and Developer.

“Planning Commission” means the Planning Commission of the City of Murrieta.



“Project” means the Development of the Property in accordance with the Development Plan as further described in Recital B and as modified as described in Recital C, as the Development Plan may be further defined, enhanced or modified in accordance with this Agreement.

“Property” has the meaning ascribed to the term in Recital A.

“Reservations of Authority” mean the rights reserved to City under Section 3.6.

“Site Plan” has the meaning ascribed to the term in Recital A.

“Subsequent Development Approvals” mean all Development Approvals approved by City subsequent to the Effective Date in connection with development of the Property that are adopted in accordance with the Development Plan or in accordance with Subsequent Land Use Regulations adopted consistent with the requirements of this Agreement, including the Reservations of Authority.

“Subsequent Land Use Regulations” mean all Land Use Regulations adopted and effective after the Effective Date that are adopted in accordance with the Development Plan and the requirements of this Agreement, including the Reservations of Authority.

“Term” has the meaning ascribed to the term in Section 2.2.

“Transfer” has the meaning ascribed to the term in Section 2.3.

“Transfer Property” has the meaning ascribed to the term in Section 2.3.

“Transferor” has the meaning ascribed to the term in Section 2.3.

Other initially capitalized terms used in this Agreement but not otherwise set forth in Section 1.1, above, will have the meaning given to those terms where they first appear in this Agreement.

1.2 Exhibits. The following documents are attached to a part of this Agreement:

Exhibit A      Legal Description of Property

Exhibit B      Site Plan

Exhibit C      Conditions of Approval

## 2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is made subject to this Agreement and the Development of the Property may be carried out in accordance with this Agreement. The benefits and burdens of this Agreement touch and concern the Property and bind Developer and all future owners of all or any portion of the Property.



2.2 Term. The term (“Term”) of this Agreement will commence on the Effective Date and will expire on June 30, 2029 unless terminated sooner by operation of some other provision of this Agreement or extended in accordance with Section 9.2.

2.3 Assignment and Transfer. Developer may sell, lease, license, hypothecate, transfer, or assign (any or all of the foregoing, individually and collectively, “Transfer”) the Property and in connection therewith assign this Agreement in whole or in part to any Person at any time provided that no partial Transfer may violate the Subdivision Map Act, Government Code Section 66410, *et seq.*); provided that any Transfer shall be subject to City’s reasonable review and approval, including a review of any unmet conditions of development, which approval shall not be unreasonably withheld and provided further that no assignment of its rights and interests under this Agreement to a Person may be made by Developer unless made together with the Transfer of all or a part of the Property (“Transfer Property”). City’s City Manager’s approval or disapproval must be by Notice and must be given within thirty (30) days after the Transferor submits Notice to City’s City Manager describing the proposed Transfer and the proposed Developer Transferee. If City fails to provide Notice within the thirty (30) day period, then City’s approval will be deemed to be irrevocably given and the Transferor and Developer Transferee may rely on City’s deemed approval.

Following any Transfer to a Developer Transferee, the Developer Transferee shall assume in writing all obligations of the transferor Developer (“Transferor”) pertaining to the Transfer Property and shall be the “Developer” with respect to the Transfer Property and the portion of the Project developed or to be developed thereon (including satisfaction of conditions of approval and other entitlement requirements with respect thereto) and once said writing has been recorded against the Transfer Property, Transferor thereupon automatically shall be released from any and all obligations under this Agreement with respect to the Transfer Property arising from and after the date of the Transfer. If requested by Transferor, the City shall promptly memorialize such release in writing in recordable form. Notwithstanding the foregoing, no End User shall have any rights under this Agreement and Transferor shall, notwithstanding the sale or lease of any parcel comprising a portion of the Property to an End User continue to be responsible to perform all obligations under this Agreement with respect to each parcel owned or leased by an End User following such Transfer.

2.4 Voluntary Amendment or Cancellation of Agreement. This Agreement may be voluntarily amended or cancelled in whole or in part only with the written consent of City and all Persons holding fee title to that portion of the Property to which the amendment or cancellation will apply. The amendment or cancellation process must comply with Government Code Section 65868. This Section 2.4 does not limit the operation of Government Code Section 65869.5.

2.5 Termination. This Agreement will automatically terminate upon the occurrence of any of the following events:

- a. The expiration of the Term.
- b. The entry of a final judgment setting aside, voiding or annulling the City Council’s adoption of the Enacting Ordinance.



c. The adoption of a referendum measure overriding or repealing the Enacting Ordinance.

d. The completion of the Project, as evidenced by the issuance of all required Certificates of Occupancy for the Property and the acceptance of all required public dedications.

e. Upon a Party's election to terminate this Agreement in accordance with Section 8.4 or Section 8.5. If the terminating Party under Section 8.5 does not own the entirety of the Property, then the termination will apply only to that portion of the Property owned by the terminating Party.

## 2.6 Representations and Warranties.

a. City represents and warrants to Developer, as follows:

i. City is a public body, corporate and politic. City is authorized to enter into this Agreement pursuant to Government Code Section 65864, *et seq.*, and the execution and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City.

ii. City's execution and delivery of this Agreement and City's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

iii. City has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against City with respect to the Property or this Agreement.

b. Developer represents and warrants to City, as follows:

i. Developer is either the owner of fee simple title to the Property or has an equitable interest in the Property, including an option to purchase the Property.

ii. Developer's execution and delivery of this Agreement and Developer's performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

iii. Developer is not the subject of bankruptcy or receivership proceedings and is not insolvent.

iv. Developer has not received any notice of, or knows of any basis for, any actual or pending litigation or proceeding by any Person against Developer with respect to the Property or this Agreement.

v. Each entity that constitutes the Developer is a duly organized limited partnership established within and in good standing under the laws of the State of California, as applicable, and is authorized to do business in the State of California. The execution and delivery



of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

2.7 Notices.

a. As used in this Agreement, the term “Notice” means any request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other required or permitted communication.

b. All Notices must be in writing and will be considered given:

i. When delivered in person to the recipient named below.

ii. On the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope, postage prepaid, as either registered or certified mail, return receipt requested.

iii. On the date of delivery shown in the records of a reputable delivery service (e.g. UPS or Federal Express).

c. All Notices must be addressed as follows:

**City:** City of Murrieta  
One Town Square  
Murrieta, CA 92562  
Attn: Justin Clifton, City Manager  
Email: [JClifton@MurrietaCA.gov](mailto:JClifton@MurrietaCA.gov)

**With a copy to:** City of Murrieta  
One Town Square  
Murrieta, CA 92562  
Attn: Scott Agajanian  
Email: [SAgajanian@MurrietaCA.gov](mailto:SAgajanian@MurrietaCA.gov)

**With a copy to:** Aleshire & Wynder, LLP  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attn: Tiffany J. Israel, City Attorney  
Email: [tisrael@awattorneys.com](mailto:tisrael@awattorneys.com)

**If to Developer:** Scott-Murrieta Service Station, LP  
Bonsall Service Station, LP  
Murrieta Marketplace Holdings LP  
c/o J & T Management  
P.O. Box 1958 or (for overnight deliveries) 139 Radio Road  
Corona, CA 92879  
Attn: Jack Kofdarali  
Email: [jack@jntmgmt.com](mailto:jack@jntmgmt.com)



**With a copy to:**

Hepner & Myers LLP  
1241 Johnson Avenue, Suite 360 San  
Luis Obispo, CA 93401  
Attn: Amanda Myers  
Email: [amyers@HepnerMyers.com](mailto:amyers@HepnerMyers.com)

d. Either Party may, by Notice given at any time, require subsequent Notices to be given to another Person or to a different address, or both. Notices given before receipt of Notice of change of address will not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Vested Right to Develop. Subject to the terms of this Agreement, Developer has the legally vested right to develop the Property in accordance with, and to extent of, the Development Plan, the Development Approvals, the Existing Land Use Regulations, applicable Subsequent Development Approvals, applicable Subsequent Land Use Regulations, and this Agreement. Except as otherwise provided in this Agreement, the permitted uses of the Property shall include, without limitation, construction of the Project as described in Recital B and Recital C, including as set forth in Section 3.5, and the density or intensity of use of the Property and the maximum height and size of proposed buildings shall be as set forth in the Development Plan. Provisions for reservation or dedication of land for public purposes applicable to the Property shall be those set forth in the Existing Development Approvals and in any Subsequent Development Approvals approved by Developer and the City.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions; Development Plan; Submittal of Subsequent Development Approvals.

a. Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, (i) the rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations and (ii) no amendment, revision of, or addition to the Development Plan that would affect the Project or increase the obligations or decrease the rights of Owner hereunder or under the Development Plan shall be made without Owner's consent, whether adopted or approved by the City Council or any office, board, commission or other agency of City.

b. In connection with any Subsequent Development Approval, City will exercise its discretion in accordance with the Development Plan and this Agreement, including the Reservations of Authority in Section 3.6.

c. The Development Plan for the Project may require the processing of Subsequent Development Approvals. The City will accept for processing, review and action all applications for Subsequent Development Approvals, and such applications will be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The Parties acknowledge that City is not obligated in any manner to approve any



Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition, except that City's actions concerning Subsequent Development Approvals must be consistent with the Development Plan and Existing Land Use Regulations, subject to the Reservations of Authority. Notwithstanding the foregoing, City agrees that, if an application for any Subsequent Development Approval is in substantial conformance with the Existing Development Approvals and this Agreement, the approval of such application shall not be unreasonably withheld. Processing of Subsequent Development Approvals or changes in the Development Approvals or Development Plan made pursuant to Developer's application will not require an amendment to this Agreement; however, upon their approval by the City, all Subsequent Development Approvals or changes in the Development Approvals or Development Plan will be subject to and covered by this Agreement.

3.3 Intentionally Omitted.

3.4 Timing of Development; Public Improvements Phasing.

a. Nothing in this Agreement is a covenant to develop or construct the Project. The Parties acknowledge that Developer cannot predict if, when, or the rate at which phases of the Project will be developed. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the litigants in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the litigants' agreement. The Parties intend to cure that deficiency by providing that Developer has the right to develop the Project, or not develop the Project, in the order, at the rate, and at the times that Developer, in its sole and absolute discretion, determines to be appropriate, subject only to any Development Plan timing or phasing requirements.

b. Required public improvements may be tied to certain phases of the Project. The schedule for provision of these improvements, as they relate to a particular phase, will be governed by the Existing Development Approvals, Subsequent Development Approvals, the CEQA Approvals, the MMRP and this Agreement.

3.5 Changes and Amendments to Existing or Subsequent Development Approvals. The Parties acknowledge that the passage of time may demonstrate that changes to the Existing Development Approvals or Subsequent Development Approvals may be necessary or appropriate. If the Parties determine that changes are necessary or appropriate, such changes may be made by mutual consent of the Parties in accordance with Government Code Section 65868, and may be approved on behalf of City as follows: (a) by the Director in the case of minor changes or findings of substantial conformance, as authorized in Murrieta Municipal Code Section 16.56.025 and the Director may impose conditions consistent with Murrieta Municipal Code Section 16.56.050 and (b) by the Planning Commission in the case of any other changes not subject to clause (a), above.

3.6 Reservations of Authority. Any contrary provision in this Agreement notwithstanding, the following Subsequent Land Use Regulations will apply to the Project:

a. Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development



Approvals or for monitoring compliance with any Subsequent Development Approvals granted or issued.

b. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other procedural matter.

c. Regulations which do not conflict with the Development Plan or this Agreement. To the greatest extent possible, these regulations must be applied and construed to provide Developer with all of the rights and assurances provided under this Agreement. For all purposes pursuant to this Agreement generally, and this paragraph (c) specifically, an ordinance, resolution, initiative, referendum, moratorium or other regulation will be deemed to conflict with the Development Plan and this Agreement if the ordinance, resolution, initiative, referendum, or regulation seeks to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, square footage, height or size of structures or type of development on the Property; (ii) regulate the rate, timing or sequencing of the development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the applicable Land Use Regulations or Development Approvals to be constructed or paid for by Developer or a subsequent owner of the Property; or (iv) restricting the use of the Property in any manner or degree other than as set forth in the applicable Land Use Regulations and Development Approvals.

i. Regulations that conflict with the Development Plan if Developer has given its written consent to those regulations.

ii. Federal, state, County, and multi-jurisdictional laws and regulations which City is required to enforce against the Property or the Development of the Property, provided that if there is any preemption of this Agreement or City's authority to perform hereunder or any frustration of the ability of any Party to comply with the terms of this Agreement as a result of such law or regulation, the Parties shall make a reasonable attempt to modify or amend this Agreement to comply with such applicable state or federal law or regulation in a manner that is least disruptive to the purpose and intent of this Agreement.

The Parties acknowledge that City is restricted in its authority to limit its police powers by contract. This Agreement will be construed, contrary to its stated terms if necessary, to reserve to City all those police powers that cannot be restricted by contract.

### 3.7 Subsequent Development Approvals.

a. When acting on Subsequent Development Approvals, City may apply only the Existing Land Use Regulations and those Subsequent Land Use Regulations that are permitted under the Reservations of Authority. Any Subsequent Development Approval will be automatically vested under this Agreement.

b. Upon Developer's request, City will accept and diligently process applications for Subsequent Development Approvals. City will exercise reasonable good faith efforts to expedite the processing of the Subsequent Development Approvals applications to ensure that those applications are promptly considered by the approving authority. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate



processing fees, if any, City shall proceed to process and check all applications for Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. City shall employ all lawful actions capable of being undertaken by City to promptly (i) accept all complete applications for Subsequent Development Approvals (collectively, "Applications") and (ii) process and take action upon the Applications in accordance with applicable law with a goal of completing the first review or plan check within four weeks and the second and third review or plan check within two weeks; provided however, that City shall not be deemed in default under this Agreement should such time frame(s) not be met. Furthermore, the City and Developer teams shall convene, as necessary, a telephonic or in-person meeting with the relevant City departments and personnel to resolve open items, subject to City's availability, subject to the Developer's payment of applicable City fees for project expediting services.

3.8 Modification or Suspension by State or Federal Law. If a state or federal law or regulation which is enacted after the Effective Date prevents the Parties' compliance with any of this Agreement's provisions, then that provision will be modified or suspended to the extent and for the time necessary to achieve compliance with the conflicting state or federal law. This Agreement's remaining provisions will continue unaffected. The Parties will amend this Agreement to preserve, to the greatest extent possible, the benefits that would arise to the Parties under this Agreement but for the conflicting state or federal law. Upon the repeal of the conflicting state or federal law or upon the occurrence of any circumstance that removes their effect upon this Agreement, this Agreement's provisions will be automatically restored to their full original form and any amendment that the Parties may have entered into under this Section 3.8 will terminate.

3.9 City Acquisition of Offsite Real Property Interests for Public Right of Way Purposes. In any instance where Developer is required by any Development Approval or Land Use Regulation or this Agreement to construct any public improvement on land not owned by Developer, City and Developer shall cooperate in acquiring the necessary legal interest ("Offsite Property"). All costs of acquisition shall be the responsibility of Developer.

3.10 Legally Binding Contract; Enforceability. It is the intent of the City and Developer that this Agreement is a legally binding contract which, unless stated otherwise herein, shall prevail over the provisions of any subsequently enacted moratorium, statute, ordinance, limitation or other measure, enacted by City, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation or other measure relates, in whole or in part to the Project.

3.11 Future Use of CEQA Approvals. The Parties understand that the CEQA Approvals are intended to be used in connection with each of the Existing Development Approvals and Subsequent Development Approvals needed for the Project. City agrees to use the CEQA Approvals in connection with the processing of any Subsequent Development Approval, except as may be otherwise required by the Reservations of Authority or state or federal law, including CEQA.



3.12 Extension of Development Approvals. Pursuant to Govt. Code Section 65863.9 and as an exercise of its police power, the City further declares that each of the Existing Development Permits are and remain in effect for the term of this Agreement and are deemed as of the Effective Date to be “used” as such term is defined in the Conditions of Approval (General Item 3) and accordingly automatically remain in effect for the Term. City hereby covenants that except as is authorized by Section 3.5 or Section 3.6 this Agreement, City shall not impose conditions on the extension of any Development Approvals affecting the Property during the Term.

4. PUBLIC BENEFITS.

4.1 Project Objectives. The Project accomplishes the City’s goals and policies set forth in the General Plan by achieving the following objectives:

a. Ensure the development of the Property consistent with applicable goals and policies of the City set forth in the General Plan.

b. Expand economic development and facilitate job creation in the City by establishing new retail uses on vacant land in a developing area.

c. Assist the region in achieving jobs/housing balance region-wide by attracting new businesses to the City, providing additional job opportunities in a housing rich area, and thereby providing a more equal jobs-housing balance in the Riverside County/Inland Empire area, which will reduce the need for members of the local workforce to commute outside the area for employment.

d. Construction of an attractive mixed-use retail development, which meets the local demand for neighborhood serving retail and entertainment uses in the City and throughout the region.

e. Implement the type and amount of retail uses at the Property that are viable based on market demand.

f. Accommodate new development in a phased, orderly manner that is coordinated with the provision of necessary infrastructure and public improvements.

g. Provide for uses that will generate tax revenue for the City including increased property and sales tax, in order to support the City’s ongoing municipal operations.

4.2 Credit/Reimbursement for Offsite Improvements. The Parties acknowledge and agree that Developer is making Project improvements that are covered in whole or in part by the Development Impact Fee program. The Parties further acknowledge and agree that in accordance with policies adopted from time to time by City, Developer may be entitled to a credit and/or reimbursement to offset Developer’s Development Impact Fee obligation, as determined by City. City and Developer shall enter into a Development Impact Fee credit/reimbursement agreement for any Project improvements that exceed Developer’s Development Impact Fee obligation before commencement of construction of any improvements for which Developer desires a development impact fee credit or reimbursement.



4.3 Offsite Improvements. Developer shall construct all offsite public improvements required by the Project Planning, Public Works, and Engineering Conditions of Approval attached hereto as Exhibit C, as may be modified by a Subsequent Development Approval, prior to receiving a final certificate of occupancy.

5. OPERATING MEMORANDUM.

The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that minor changes or minor adjustments are necessary or appropriate and do not modify (a) the Term; (b) the uses allowed on the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for Subsequent Discretionary Approvals; (e) the density or intensity of use of the Property or the maximum height or square footage of proposed buildings or other structures or improvements; or (f) any Development Exactions, they shall effectuate such minor changes or minor adjustments through a written operating memorandum ("Operating Memorandum") approved in writing by Developer and the Director, which upon request from Developer shall be in a recordable form. The authority to enter into an Operating Memorandum is hereby delegated to the Director who is hereby authorized to execute the same without further Planning Commission or City Council action. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing and are considered ministerial clarifications.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The Director will review this Agreement annually, on or before each anniversary of the Effective Date, as required by California Government Code Section 65865.1 and Murrieta Municipal Code Section 16.54.100 to ascertain Developer's good faith compliance with the terms of this Agreement as set forth in an annual monitoring report ("Annual Monitoring Report"). Appropriate fees to fund the Annual Monitoring Report, which may not exceed the City's actual costs of reviewing Developer's compliance with the terms of this Agreement, shall be paid by Developer.

6.2 Procedure.

a. During a periodic review, Developer will be required to demonstrate good faith compliance with this Agreement.

b. Upon completion of a periodic review, (i) if the Director finds that Developer has complied in good faith with this Agreement, then the review will be concluded or (ii) the Director shall notify the Planning Commission if the Director concludes based upon substantial evidence that the Developer has not complied in good faith compliance with the terms of this Agreement.

c. Upon receipt of notice from the Director pursuant to Section 6.4.a.i, the Planning Commission shall determine whether to recommend that the matter be referred to City Council. If the Planning Commission does not so recommend, then the review will be concluded.



d. If the matter is referred to City Council by Planning Commission, the City Council may make a preliminary finding that Developer has not complied in good faith with this Agreement. Thereafter, following Notice and opportunity to cure as provided under Section 8.4, the City Council may modify or terminate this Agreement in accordance with Section 6.4 and Section 6.5.

6.3 No Waiver. Failure of City to conduct an annual review will not constitute a waiver by City of its rights to otherwise enforce the provisions of this Agreement nor will Developer have or assert any defense to such enforcement by reason of any such failure to conduct any annual review(s).

6.4 Proceedings for Modification or Termination.

a. If Developer fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding under Section 6.2.d as required by Section 8.4, then City may proceed to modify or terminate this Agreement following the procedures set forth in this Section 6.4 and in Section 6.5. City must hold a noticed public hearing concerning the modification or termination and provide Developer with Notice of the hearing. The Notice must include the following:

i. The time and the place of hearing, which must be no less than thirty (30) days following the date of the Notice;

ii. The specific action, whether amendment or termination, which City proposes to take; and

iii. Such other information as is reasonably necessary to inform Developer of the nature of the proceeding and the facts supporting City's preliminary finding under Section 6.2.d.

6.5 Hearing on Modification or Termination. At the time and place set for the public hearing described in Section 6.4, Developer must be given an opportunity to be heard and present witnesses and evidence on its behalf. If, following the conclusion of the public hearing, the City Council finds, based upon substantial evidence in the record of the public hearing, that Developer has not complied in good faith with this Agreement, then the City Council may terminate or modify this Agreement and impose any conditions it determines as are reasonably necessary to protect City's interests, provided that any termination shall only be carried out in accordance with the requirements of Section 8.4. The City Council's decision will be administratively final and subject to judicial review under Code of Civil Procedure Section 1094.5.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a special or periodic review, Developer is found to be in compliance with this Agreement, then, upon Developer's written request, City will issue a "Certificate of Agreement Compliance" ("Certificate") to Developer stating that, after the most recent periodic or special review, this Agreement remains in effect and Developer is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after a periodic or special review, and state the



anticipated date of the next periodic review. Developer may record the Certificate with the Riverside County Recorder.

7. NO CROSS-DEFAULTS.

City acknowledges that Developer may Transfer all or portions of the Property to other Persons in accordance with Section 2.3. City further acknowledges that title to all or portions of the Property may become vested in Mortgagees or a Mortgagee's successor as a result of foreclosure, or the acceptance of a deed in lieu of foreclosure, by a Mortgagee. City agrees that defaults under this Agreement by an owner of a portion of the Property will not be a default as to any other portion of the Property. In other words, a default under this Agreement by a Transferor with respect to its obligations pertaining to that portion of the Property retained by it following a Transfer or with respect to obligations arising prior to the date of Transfer will not constitute a default as to any Person other than Transferor, will not permit City to exercise any remedy under this Agreement or otherwise with respect to any other portion of the Property other than that portion owned by Transferor and shall not affect any successor Developer's rights or obligations under this Agreement. Similarly, a default by any successor Developer with respect to its obligations pertaining to the portion of the Property owned by that successor Developer will not constitute any Transferor's default or permit City to exercise any remedy under this Agreement or otherwise as to any portion of the Property other than the portion owned by the defaulting successor Developer and shall not affect any Transferor's rights or obligations under this Agreement. The Parties agree that, if more than one Person holds title to the Property, then the rights and obligations of the Persons holding title to the Property are the distinct and several obligations of each Person.

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. The Parties acknowledge that neither Party would have entered into this Agreement if it were to be liable for monetary damages under this Agreement. In general, and subject to those procedural prerequisites required under the Development Agreement Law or this Agreement, each of the Parties may pursue any remedy at law or equity available for the breach of this Agreement, except that neither Party will be liable in monetary damages (other than attorneys' fees under Section 12.20) to the other Party, or to any successor in interest of that Party, or to any other Person. Each Party covenants not to sue for monetary damages or claim any monetary damages related to any of the following:

- a. Any breach of this Agreement or for any cause of action that arises out of this Agreement; or
- b. Any taking, impairment or restriction of any right or interest arising under this Agreement; or
- c. Any dispute regarding the application or interpretation of this Agreement.

Nothing in this Agreement shall preclude either Party from seeking payment of sums due to it pursuant to this Agreement (including the right of Developer to obtain credit or repayment for improvements pursuant to Section 4.2, repayment of sums paid by Developer to City if it is determined that such sums were paid in excess or in error).



8.2 Specific Performance. The Parties acknowledge that specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement for the following reasons:

a. Money damages are unavailable against the Parties.

b. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once Developer has begun to implement this Agreement. After such time, Developer may be precluded from other options it may have had with regard to the Property. Moreover, Developer has invested significant time and resources in the planning and processing of the Project. Developer will be investing even more time and resources in implementing the Project in reliance upon this Agreement and it is not possible to determine the sum of money that would adequately compensate Developer if City were to breach its obligations.

8.3 Release. Except for the right to seek repayment of sums paid by Developer to City described in Section 8.1 and the right to recover attorneys' fees under Section 12.20, Developer, for itself, its successors and assignees, releases City, its officials, officers, agents and employees from any and all monetary claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including any claim or liability based upon Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any monetary liability whatsoever upon City because it entered into this Agreement or because of the terms of this Agreement.

8.4 City's Termination of Agreement or Exercise of Other Remedies Upon Developer's Default. Subject to compliance with Sections 6.4 and 6.5, City may terminate or modify this Agreement upon Developer's failure to perform any material duty or obligation under this Agreement. City may terminate or modify this Agreement or exercise its other remedies only after providing Notice of default to Developer setting forth the nature of the default and the actions, if any, required to cure the default and only if (a) Developer has failed to take the actions and materially cure the default within sixty (60) days after its receipt of the Notice, or (b) Developer has failed within sixty (60) days to commence the actions necessary to cure the default and thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.5 Developer's Termination of Agreement or Exercise of Other Remedies Upon City's Default. Developer may terminate this Agreement or exercise its other remedies upon City's failure to perform any material duty or obligation under this Agreement. Developer may terminate this Agreement or exercise its other remedies only after providing Notice of default to City setting forth the nature of the default and the actions, if any, required by City to cure the default and only if (a) City has failed to take such actions and materially cure the default within sixty (60) days after its receipt of the Notice or (b) City has failed within sixty (60) days to commence the actions necessary to cure the default and thereafter diligently proceed to cure the default if the default is of a type that cannot be cured within sixty (60) days but can be cured within a longer time.

8.6 Informal Resolution. During the administration and implementation of this Agreement, the Parties recognize that good faith disagreements may arise between City staff and



Developer. In the event that a dispute arises, the Parties will meet and confer in a good-faith attempt to resolve the dispute.

## 9. THIRD PARTY LITIGATION.

9.1 Defense of Third Party Litigation. City shall promptly notify Developer in writing of any claim, action or proceeding filed and served against City to challenge, set aside, void, annul, limit or restrict the approval and continued implementation and enforcement of this Agreement, including challenges of the environmental review of the Project, any Development Approval and/or this Agreement conducted pursuant to the California Environmental Quality Act. Developer and City agree to use good faith, commercially reasonable efforts to confer and cooperate with one another with respect to such third party litigation. Developer shall defend (with legal counsel of City's selection, reasonably acceptable to Developer), indemnify and hold harmless City, its agents, officers and employees from any such claim, action or proceeding, and shall indemnify City for all costs of defense and/or judgment obtained in any such action or proceeding; provided, however, if Developer elects, in its sole discretion, not to defend the action (preferring to either allow judgment to be entered or to enter into a settlement with plaintiff(s) which declares this Agreement to be void, annulled, or which limits or restricts this Agreement), Developer shall so notify City in writing and City shall then have the option, in its sole discretion, of defending the action at its cost. In the event this Agreement, as a result of a third party challenge, (a) is voided or annulled, this Agreement shall terminate and be of no further force or effect as of the date such judgment or settlement and (b) is limited or restricted in such a manner that the intent and purposes of this Agreement cannot be implemented as mutually desired by the Parties, then unless otherwise agreed by the Parties in writing, this Agreement shall be of no further force or effect as of the date such judgment or settlement.

9.2 Extension of Term. Anything in this Agreement to the contrary notwithstanding, the Term (and any extension thereof under Section 2.3) will automatically be extended by the number of days in the period commencing on the date of filing of any claim, action, or proceeding of the type described in Section 9.1 and ending on the date that the claim, action, or proceeding is either settled or fully and finally resolved in City's and Developer's favor, as evidenced by the expiration of all appeal periods with no further appeal being filed or the issuance of a full, final, and non-appealable judgment or decision. City will execute, in recordable form, any instrument which Developer may reasonably require to evidence the extension.

## 10. MORTGAGEES.

### 10.1 Mortgagee Protection.

a. This Agreement does not prevent or limit Developer, in its sole discretion, from encumbering the Property or any portion or any improvement thereon with any mortgage, deed of trust or other security device. City acknowledges that a Mortgagee may require Agreement interpretations and modifications. City will meet with Developer and the Mortgagee's representatives to negotiate in good faith with regard to any requested interpretation or modification. City may not unreasonably withhold its consent to any requested interpretation or modification. All Mortgagees will be entitled to the following rights and privileges:



i. Developer's breach of this Agreement will not defeat, render invalid, diminish or impair the lien of any mortgage made in good faith and for value.

ii. Upon a Mortgagee's written request, City will provide a copy of any Notice of default given to Developer concurrently with the Notice to Developer. The Mortgagee will have the right, but not the obligation, to cure the default within any remaining cure period allowed Developer under this Agreement.

iii. Any Mortgagee who comes into possession of the Property or any portion of it pursuant to foreclosure of the Mortgagee's security instrument or its acceptance of a deed in lieu of foreclosure will take the Property or portion thereof subject to this Agreement. Any other provision of this Agreement to the contrary notwithstanding, no Mortgagee will have any obligation to perform any of Developer's obligations or to guarantee their performance. However, if any of Developer's obligations are conditions precedent to City's obligations, then Developer's obligations will continue to be conditions precedent to City's performance of its obligations.

## 11. INSURANCE; INDEMNIFICATION.

### 11.1 Insurance.

#### a. Types of Insurance.

i. Public Liability Insurance – Prior to Construction. Prior to commencement of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **One Million Dollars (\$1,000,000)** per occurrence and **Two Million Dollars (\$2,000,000)** aggregate coverage plus an Umbrella Liability Policy for **One Millions Dollars (\$1,000,000)** for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

ii. Public Liability Insurance – During Construction. During construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least **Five Million Dollars (\$5,000,000)** per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to reasonable increases in amount as City may reasonably require from time to time.

iii. Worker's Compensation – Prior to Construction. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.



iv. During Construction - Commercial Auto. Insurance Services Office Form Number CA 0001 coverage Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

v. During Construction - Insurance Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if the Project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

vi. Other Insurance. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City (to the extent applicable) and Developer.

vii. Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act of negligence (excepting willful and intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives; (3) the policies are primary and noncontributing with any insurance that may be carried by City; and (4) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance (other than Workers' Compensation) required to be procured by the terms of this Agreement. The City's Risk Manager, or its designee, acknowledges and agrees that the insurance requirements above have been established based on anticipated use, activities, and conditions of the Property. In the event the City's Risk Manager reasonably determines that a new or unreasonable use, activity, or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements above, Developer agrees that the minimum limits of the insurance policies required by this Section 11.1 may be changed accordingly upon receipt of written notice from the City's Administrative Services Director or designee; provided that Developer shall have the right to appeal a determination of increased coverage to the City Manager of City within twenty (20) days of receipt of notice from the City's Risk Manager.

viii. Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:



(A) For insurance required above, within thirty (30) days after the Effective Date.

(B) For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or replacement of the existing policy.

(C) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

## 11.2 Indemnification.

a. General. The Developer shall indemnify the City and its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, expenses, penalties, obligations, errors, omissions, or liabilities, including attorneys' fees and costs (herein "claims or liabilities") that may be asserted or claimed by any Person arising out of or in connection with the work, operations, or activities by Developer or its officers, agents, employees, or contractors (including subcontractors), upon the Property or related to or arising out of the approval of this Agreement, the Existing Development Approval or Subsequent Development Approvals;

i. The indemnifying Party will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

ii. The indemnifying Party will promptly pay any judgment rendered against the indemnified Party or its officers, agents, or employees for any such claims or liabilities arising out of or in connection with its foregoing indemnity and will save and hold the indemnified Party, its officers, agents, and employees harmless from any failure to so pay any such judgment. If the indemnified Party recovers any attorneys' fees, expert witness fees, costs, interest, or other amounts from the third party or third parties asserting claims or liabilities, the indemnifying Party shall be entitled to retain the same in an amount not to exceed payments made pursuant to its indemnification obligation (provided such Party has fully performed its indemnity obligations hereunder).

iii. In the event the indemnified Party, its officers, agents, or employees is made a party to the action or proceeding filed or prosecuted against for such damages or other claims arising out of or in connection with the work, operations, or activities of the indemnifying Party under this Agreement, the indemnifying Party agrees to pay the indemnified Party, its officers, agents, or employees any and all reasonable out-of-pocket costs and expenses actually incurred by the indemnified Party, its officers, agents, or employees in such action or proceeding, including by not limited to reasonable legal costs and attorneys' fees.

b. Exceptions. The indemnities and releases of this Section 11.2 shall not include claims or liabilities to the extent and degree arising from the negligence or willful misconduct of any or all of the indemnified Party and its officers, agents and employees.



c. Loss and Damage. Except as otherwise set forth in this Agreement, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as otherwise set forth in this Agreement, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

d. Period of Indemnification. The obligations for indemnity under this Section 11.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

e. Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from the City or its officers, agents, servants, or employees, for any loss or damage to the Developer or to any person or property, except as specifically provided hereunder and the Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against the City, its officers, agents and employees.

f. Survival of Provisions. The indemnity provisions set forth in this Section shall survive termination or cancellation of this Agreement as to matters arising prior to the termination or cancellation of this Agreement.

## 12. MISCELLANEOUS PROVISIONS.

12.1 Recordation of Agreement. This Agreement and any amendment, termination or cancellation of it will be recorded with the Riverside County Recorder by the City Clerk in accordance with Government Code Section 65868.5.

12.2 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to in this Agreement. Parole evidence will not be admissible to interpret this Agreement.

12.3 Estoppel Certificates. Within thirty (30) days following a Party's written request, and at no cost to the requesting Party, the other Party will certify in writing that, to its knowledge:

a. This Agreement is in full force and effect and is binding upon the certifying Party.

b. This Agreement has not been amended or modified, except as expressly described in the estoppel certificate.

c. The requesting Party is not in default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as expressly described in the estoppel certificate.



12.4 Severability. Every provision of this Agreement is a separate and independent covenant. If any provision is, or the application of the provision in certain circumstances is, to any extent, found to be invalid or unenforceable for any reason whatsoever, then the remainder of this Agreement, or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected. The Parties will negotiate in good faith any amendments or operating memoranda necessary to cure any invalidity or unenforceability.

12.5 Interpretation and Governing Law. This Agreement and any dispute concerning it will be governed and interpreted in accordance with California's procedural and substantive laws, without regard to its conflicts of laws principles. This Agreement will be construed as a whole according to its fair language and common meaning. The rule of construction that ambiguities in a document are to be resolved against the drafting party may not be employed in interpreting this Agreement. Each Party acknowledges that it was represented by counsel in this Agreement's negotiation and preparation.

12.6 Section Headings. All section headings and subheadings are inserted for convenience only and do not affect this Agreement's construction or interpretation.

12.7 Singular and Plural. The singular of any word includes the plural.

12.8 Including. Unless the context requires otherwise, the term "including" means "including, but not limited to."

12.9 Time of Essence. Time is of the essence as to the performance of any obligation as to which time is an element.

12.10 Calendar Periods. All references to "years", "quarters", "months" and "days" are references to calendar years, quarters, months and days.

12.11 Waiver. A Party's failure on any one or more occasions to insist upon strict compliance by the other Party, or a Party's failure on any one or more occasions to exercise its rights upon the other Party's default, is not a waiver of that Party's right to demand strict compliance by the other Party on any future occasion.

12.12 No Third Party Beneficiaries. This Agreement is entered into for the sole protection and benefit of the Parties and their successors and assigns. Except as provided in Section 10 or with respect to a Developer Transferee, no other person or entity has any right of action based upon this Agreement.

12.13 Permitted Delays. The period of a Permitted Delay will commence to run on the date the Permitted Delay begins. The period of the Permitted Delay will end when the circumstances giving rise to the Permitted Delay are eliminated or mitigated, provided that with respect to third party litigation, Permitted Delay shall be deemed to have occurred during the entire pendency of the litigation. The Term of this Agreement and each obligation of the Developer shall be extended on a day for day basis for each day of Permitted Delay. The Party alleging the Permitted Delay will exercise commercially reasonable efforts to eliminate or mitigate the circumstances giving rise to the Permitted Delay or the extension terminates provided that neither Party shall have an obligation to settle litigation pursuant to this sentence on terms unacceptable



to such Party. Neither Party will be in default of an obligation if that Party's inability to perform or delay in performing that obligation is caused by a Permitted Delay. Except with respect to Permitted Delay resulting from action or inaction by a governmental agency, no Permitted Delay shall result in an extension of more than six months. Any further extension will require an amendment of this Agreement.

12.14 Successors in Interest. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties' successors in interest. All provisions are enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the Development of the Property:

- a. Is for the benefit of and is a burden upon all portions of the Property.
- b. Runs with the Property and all portions.
- c. Subject to Section 7 of this Agreement, is binding upon each Party and its successors in interest during the term of that Party's or its successors' ownership of the Property or any portion.

12.15 Counterparts. This Agreement may be executed in counterparts, which will be construed together and have the same effect as if the Parties had executed the same instrument.

12.16 Jurisdiction and Venue. All legal actions and proceedings to enforce or interpret this Agreement must be filed and tried in Riverside County Superior Court or other legally appropriate court and venue.

12.17 Project as a Private Undertaking. The Project is a private development and neither Party is acting as the agent of the other in any respect. Each Party is an independent contracting entity with respect to this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property by a private party.

12.18 Further Actions and Instruments. Each Party must cooperate with the other and provide reasonable assistance to the other in the performance of the other Party's obligations. Upon a Party's request, the other Party must promptly execute (with notary acknowledgment if required) those instruments, and take any reasonable actions, necessary to evidence or consummate the transactions expressly described, or which are a logical extension of the transactions described, in this Agreement.

12.19 Eminent Domain. No provision of this Agreement expands, limits, or restricts City's exercise of its eminent domain powers.

12.20 Attorneys' Fees. If either Party files any action or brings any action or proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover as an element of its costs of suit and not as damages its costs of suit, expert fees, consultant costs, and reasonable attorneys' fees as fixed by the Court.



12.21 Authority to Execute. Each natural person executing this Agreement on behalf of a Party represents that he or she has the authority to execute this Agreement on behalf of that Party and that he or she has the authority to bind that Party to this Agreement.

*[Signature pages follow]*



SIGNATURE PAGE

TO

MURRIETA MARKETPLACE DEVELOPMENT AGREEMENT

**“DEVELOPER”**

SCOTT-MURRIETA SERVICE STATION,  
LP, a California limited partnership

By:   
Hagop Kofdarali,  
Authorized Signatory

BONSALL SERVICE STATION, LP,  
a California limited partnership

By:   
Hagop Kofdarali,  
Authorized Signatory

MURRIETA MARKETPLACE  
HOLDINGS, LP, a California limited  
partnership

By:   
Hagop Kofdarali,  
Authorized Signatory



**EXHIBIT A**  
**TO**  
**MURRIETA MARKETPLACE CROSSINGS DEVELOPMENT AGREEMENT**

Legal Description of Property

**The land referred to herein is situated in the State of California, County of Riverside, City of Murrieta and described as follows:**

Being a portion of the South half of the Northwest one-quarter of Section 6, Township 7 South, Range 2 West, San Bernardino Meridian, described as follows:

Commencing at the Southeast corner of Government Lot 2 of said Section 6; Thence N 89°57'08"W along the South line of said Government Lot 2, a distance of 149.92 feet;

Thence S 00°02'52"W, a distance of 30.00 feet to a point of intersection with the Southerly right-of-way line of Porth Road as dedicated by Declaration of Dedications recorded April 28, 1977 as Instrument Numbers 74084, 74085, and 74086, and Declaration of Dedication recorded May 13, 1977 as Instrument Number 85048, all being Records of the Recorder of Riverside County, California, said point being the true point of beginning;

Thence S 46°57'30"W, a distance of 29.70 feet;

Thence S 00°02'52"W, a distance of 49.71 feet to the beginning of a tangent curve, concave Easterly and having a radius of 106.00 feet;

Thence Southerly along the arc of said tangent curve, through a central angle of 30°27'53", an arc distance of 56.36 feet;

Thence S 30°25'01 "E, a distance of 263.04 feet to a point of intersection with the Westerly right-of-way line of Briggs Road as adopted by resolution on file in Supervisor Minute Book 40, Page 239, dated May 3, 1948, Records of the Clerk of the Board of Supervisors, Riverside, California;

Thence Southerly along said Westerly right-of-way line of Briggs Road, s 00°26'29"W, a distance of 80.32 feet to the beginning of a non-tangent curve, concave Southwesterly, having a radius of 106.00 feet and an initial radial bearing of N 73°41'11"E;

Thence Northwesterly along the arc of said non-tangent curve, through a central angle of 14°06'12", an arc distance of 26.09 feet;

Thence N 30°25'01"W, a distance of 306.16 feet to the beginning of a tangent curve, concave Easterly and having a radius of 144.00 feet;

Thence Northerly along the arc of said tangent curve, through a central Angle of 30°27'53", an arc distance of 76.57 feet;



Thence N 00°02'52"E, a distance of 52.78 feet;

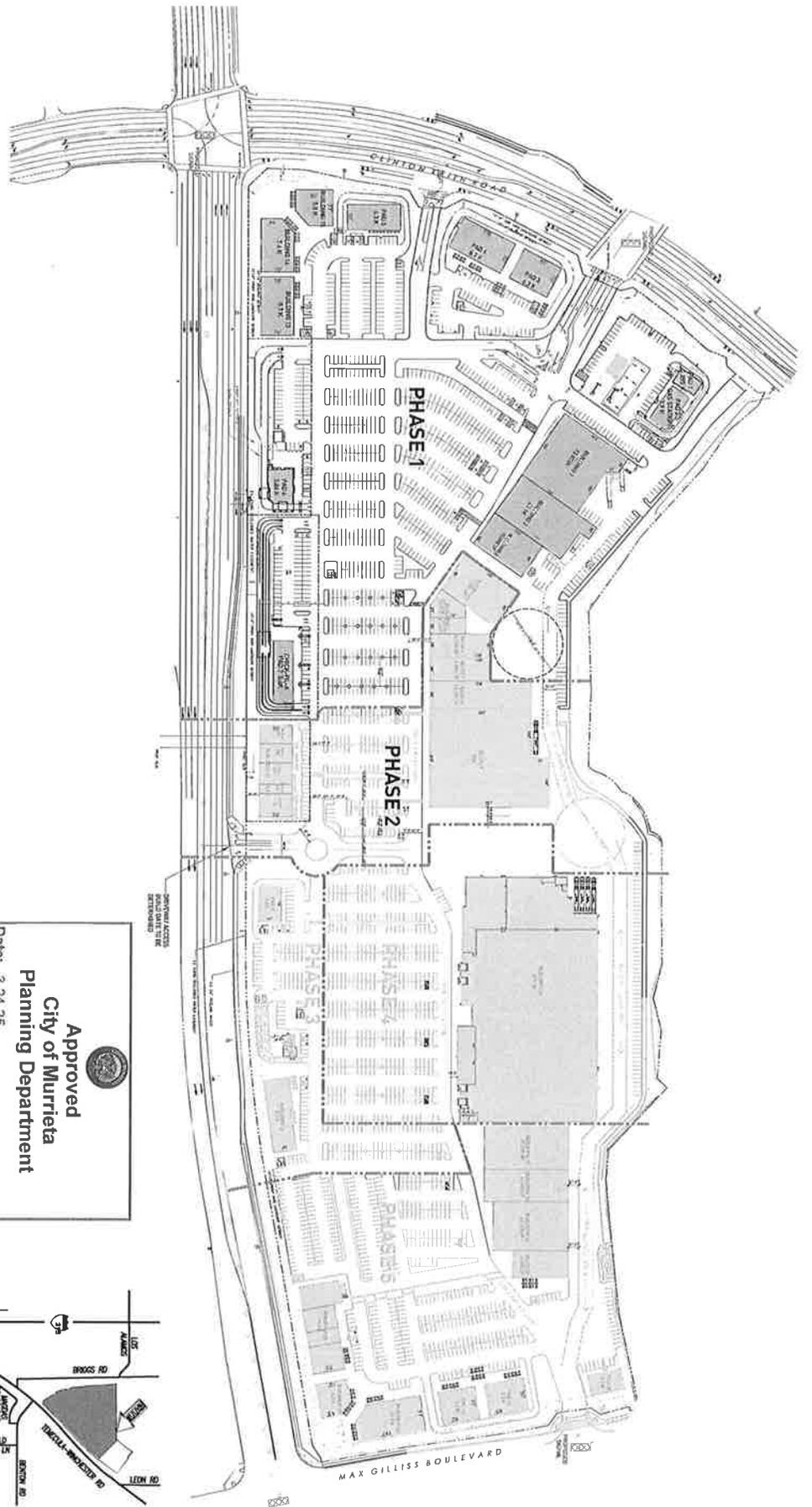
Thence N 45°06'50"W, a distance of 24.42 feet to a point of intersection with said Southerly right-of-way line of Porth Road;

Thence S 89°57'08"E along said Southerly right-of-way line, a distance of 77.01 feet to the true point of beginning.



**EXHIBIT B**  
**TO**  
**MURRIETA MARKETPLACE DEVELOPMENT AGREEMENT**  
Site Plan  
(see attached)





SCALE 1" = 200'-0"  
 0 25 100 200 400

Approved  
 City of Murrieta  
 Planning Department

Date: 3-24-25  
 By: D. Chantarasulu  
 Description: Murrieta Marketplace -  
 SC-2022-2701



**rdc.**  
 Long Beach, CA | 562.428.8000 | rdc@collaborative.com

CLIENT  
**Murrieta Marketplace Holdings, LP**  
 139 Radio Rd, Corona, California

PROJECT  
**Murrieta Marketplace**  
 Winchester Road & Clinton Keith Road, Murrieta, California

1:12,500  
**SITE PLAN**  
 1  
 15.177

EXHIBIT B - SITE PLAN



  
**Approved**  
**City of Murrieta**  
**Planning Department**

Date: 3-24-25  
 By: D. Charlarangsu  
 Description: Murrieta Marketplace +  
 SC-2022-2701

BUILDING	RETAIL SF	RESTAURANT SF	CINEMA SF	TOTAL SF	% RESTAURANT	REQUIRED SHOPPING CENTER WITH MAX. 10% RESTAURANT SF	RESTAURANT GREATER THAN 10% SF	REQUIRED PARKING STALLS FOR SHOPPING CENTER WITH MAX. 10% RESTAURANT	REQUIRED PARKING STALLS FOR RESTAURANT GREATER THAN 10%	TOTAL REQUIRED PARKING STALLS	TOTAL PROVIDED PARKING STALLS
<b>PHASE 1</b>											
BUILDING 1	23,872			23,872	0%						
BUILDING 2	23,100			23,100	0%						
BUILDING 3	10,000			10,000	0%						
BUILDING 13	3,000	5,700		8,700	65%						
BUILDING 14	3,000	4,600		7,600	61%						
BUILDING 15	5,800	5,800		11,600	100%						
PAD 1	1,895	1,895		3,790	100%						
PAD 2	3,900	3,900		7,800	100%						
PAD 3	3,000	3,000		6,000	100%						
PAD 4	3,000	5,700		8,700	65%						
PAD 5	2,300	4,000		6,300	63%						
PAD 6	3,860	3,860		7,720	100%						
PAD 7	5,600	5,600		11,200	100%						
<b>PHASE 1 SUBTOTAL</b>	<b>75,172</b>	<b>40,455</b>	<b>0</b>	<b>115,627</b>	<b>35%</b>	<b>85,735</b>	<b>28,892</b>	<b>347</b>	<b>289</b>	<b>636</b>	<b>973</b>
<b>8 43 STALLS PER 1K SF</b>											
<b>PHASE 2</b>											
BUILDING 4	12,500			12,500	0%						
BUILDING 5	2,880			2,880	1910%						
Suite 501	2,550			2,550	0%						
BUILDING 6	6,500			6,500	0%						
BUILDING 7	8,500			8,500	0%						
BUILDING 8	10,200			10,200	0%						
BUILDING 9	50,000			50,000	0%						
BUILDING 12	5,000	8,800		13,800	64%						
<b>PHASE 2 SUBTOTAL</b>	<b>97,830</b>	<b>8,800</b>	<b>0</b>	<b>106,730</b>	<b>8%</b>	<b>195,338</b>	<b>27,019</b>	<b>781</b>	<b>270</b>	<b>1,052</b>	<b>119</b>
<b>5 19 STALLS PER 1K SF</b>											
<b>PHASE 3</b>											
BUILDING 26	8,200			8,200	0%						
PAD 8	3,580			3,580	100%						
PAD 10	1,200			1,200	100%						
<b>PHASE 3 SUBTOTAL</b>	<b>8,200</b>	<b>4,780</b>	<b>0</b>	<b>12,980</b>	<b>36%</b>	<b>206,828</b>	<b>30,429</b>	<b>819</b>	<b>304</b>	<b>1,126</b>	<b>65</b>
<b>5 18 STALLS PER 1K SF</b>											
<b>PHASE 4</b>											
BUILDING 16	171,500			171,500	0%						
<b>PHASE 4 SUBTOTAL</b>	<b>171,500</b>	<b>0</b>	<b>0</b>	<b>171,500</b>	<b>0%</b>	<b>393,478</b>	<b>13,279</b>	<b>1574</b>	<b>135</b>	<b>1,707</b>	<b>420</b>
<b>4 03 STALLS PER 1K SF</b>											
<b>PHASE 5</b>											
BUILDING 19	21,030			21,030	0%						
BUILDING 20	12,400			12,400	0%						
BUILDING 22	21,730			21,730	0%						
BUILDING 24	3,000	3,200		6,200	52%						
BUILDING 28	14,000	6,400		20,400	31%						
BUILDING 29	1,700	3,000		4,700	64%						
BUILDING 30	5,800	5,000		10,800	46%						
PAD 11	5,700	5,700		11,400	100%						
PAD 12	5,900	5,900		11,800	100%						
PAD 13	3,200	3,200		6,400	100%						
<b>PHASE 5 SUBTOTAL</b>	<b>79,660</b>	<b>32,400</b>	<b>0</b>	<b>112,060</b>	<b>28%</b>	<b>484,344</b>	<b>34,473</b>	<b>1937</b>	<b>345</b>	<b>2,282</b>	<b>530</b>
<b>4 16 STALLS PER 1K SF</b>											

Note 1: For planning purposes, restaurant uses greater than 10% are assume to be fast food  
 Note 2: Floor are is defined as — Per City of Murrieta zoning code

**rdc.**  
 Long Beach, CA | 562.628.8000 | rdc@laborative.com

CLIENT  
**Murrieta Marketplace Holdings, LP**  
 139 Radio Rd, Corona, California

PROJECT  
**Murrieta Marketplace**  
 Winchester Road & Clinton Keith Road, Murrieta, California

PROJECT SUMMARY  
 PROJECT NO: 15-177



**EXHIBIT C**  
**TO**  
**MURRIETA MARKETPLACE DEVELOPMENT AGREEMENT**

**Planning, Public Works, and Engineering Conditions of Approval**

(see attached)





**CITY OF MURRIETA**

**March 24, 2025**

**Ms. Karine Kofdarali  
J&T Management  
P.O. Box 1958  
Corona, CA 92878**

**Delivered Electronically**

**Re: Substantial Conformance (SC) 2022-2701 Murrieta Marketplace**

**Dear Karine:**

**On March 24, 2025 the Development Services Director of the City of Murrieta acted to administratively approve the above referenced project. The City's approval is effective immediately.**

**If you have any questions, please feel free to contact me at (951) 461-6002.**

**Sincerely,**

A handwritten signature in blue ink, appearing to read "David", followed by a long horizontal line.

**David Chantarangsu, AICP  
Development Services Director**

**cc: file**

C-2



**CONDITIONS OF APPROVAL  
FOR  
SUBSTANTIAL CONFORMANCE 2022-2701  
March 24, 2025**

The project approval is issued to Murrieta Marketplace Holdings, L.P. for a Substantial Conformance to make minor changes to the previously approval (518,817 square feet of building area, 2,155 parking stalls to be constructed in five phases and adding additional access where none previously existed (pending separate approval from Caltrans) ("Project"). The Project is located at Winchester Road and Clinton Keith Road on a 49.73-acre parcel (APN: 963-060-065, 066, 963-450-001 through 963-450-019, 480-100-073 and -074). This permit runs with the land and shall be binding upon, Murrieta Marketplace Holdings, L.P., or the owner of the subject property ("Permittee/Owner") and all subsequent successors in interest to the Permittee/Owner as to such land.

**PLANNING DIVISION**

**GENERAL**

1. The Permittee/Owner shall defend (with attorneys approved by the City), indemnify, and hold harmless the City of Murrieta, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval for Substantial Conformance 2022-2701. The City will promptly notify the Permittee/Owner of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
2. Any outstanding zoning application fees due the City of Murrieta for processing this project shall be paid to the City within thirty (30) calendar days of this approval ("Effective Date Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City pursuant to the City's adopted Fee Schedule.
3. Elective for Applicant (Not required for this particular SC): Pursuant to Section 711.4 of the State of California Fish and Game Code, the applicant is required to pay a \$50.00 handling fee. Said fees shall be paid to the Clerk/Recorder of the County of Riverside at the time the Notice of Exemption is filed pursuant to Section 21152 of the Public Resources Code. In order to comply with State mandated time lines for filing of a Notice of Exemption the above fee must be delivered to the Planning Division within two (2) working days after the effective date.
4. This approval shall be used within three (3) years of the approval date of this Substantial Conformance Permit or the expiration of the original Development Plan (DP-2017-1370) whichever comes first; otherwise, it shall become null and void and of no effect whatsoever in accordance with Murrieta Municipal Code Section 16.56.060 B. Use means the beginning of substantial construction under this approval within the three (3) year period, which is thereafter diligently pursued to completion, and in the event the use hereby permitted ceases operation for a period of 180 days or more, this approval shall become null and void.
5. The project shall be developed in conformance with all conceptual exhibits for this Substantial Conformance (Site Plan dated November 22, 2024), approved elevations per DP-2017-1370



dated 6-27-18 and these conditions of approval to bring the Substantial Conformance site plan into compliance with the Development Code. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code. Materials and colors used in the construction of the building(s) shall be in compliance with those approved with this application. The area shown as Phase 1 is approved for development subject to any modifications required by these conditions of approval.

6. Prior to the expiration of this approval, the Permittee/Owner may request an extension of time in accordance with Development Code Section 16.80.060.
7. The applicant will need to secure all necessary building permits to the satisfaction of the Building & Safety Division (Building Code) and the Murrieta Fire & Rescue Department (Fire Code).
8. The project shall comply with all applicable standards of the City's Development Code and all other applicable County, State and Federal code and ordinances and permit requirements.
9. The use of these premises shall comply with the standards of the Murrieta Development Code ("MDC") and all other applicable State and Federal codes.
10. The Substantial Conformance Permit shall be subject to all applicable requirements, post approval procedures and provisions of the MDC (Section 16.80.070).
11. In the event the use hereby permitted under this permit, (a) is found to be in violation of the terms and conditions of this permit, (b) is found to have been obtained by fraud or perjured testimony, or (c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to the revocation procedures in Section 16.82 of the Development Code.
12. The Permittee/Owner shall obtain approval of all necessary plans for the construction of structures on the subject property in accordance with the Murrieta Development Code. Such plans include but are not limited to grading plans, landscaping plans, and sign plans.
13. All conditions of approval for the previously approved Development Plan (DP-2017-1370), Conditional Use Permit (CUP-2018-1568), and Substantial Conformance (SC-2022-2701) shall be fully satisfied unless modified by these conditions of approval. The project no longer proposes outdoor display, equipment rental, or seasonal display associated with the construction of a Home Depot.
14. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign permit application shall be submitted to and approved by the Planning Division pursuant to the approved sign program and all requirements of Chapter 16.38 of the City's Development Code.



15. Any lighting shall be designed to avoid any light spillage onto adjacent properties, and comply with MDC Sections 16.18.100 – Lighting and 16.18.110 – Mount Palomar Lighting Standards.
16. All parking requirements shall be provided on-site. The site plan is conceptual only and requires design changes required by these conditions of approval and compliance with all parking development code standards in Title 16 of the Murrieta Municipal Code unless otherwise approved by the Development Services Department. Any amended/relocated parking spaces shall be designed and improved pursuant to Section 16.34 of the Murrieta Development Code.
17. The Project shall comply with MDC Section 16.34.090 – Bicycle Parking Standards. The bicycle racks/spaces shall be shown on project landscaping and improvement plans submitted for Planning Division approval and shall be installed in accordance with those plans.
18. Trash enclosures shall be provided for the project meeting the minimum size requirements for refuse/recycle as per MMC Section 16.18.150 – Solid Waste/Recyclable Materials Storage and AB 1826 Mandatory Commercial Organics Recycling Standards.
  - a. All trash bins shall be stored in approved enclosures and screened in compliance with Sections 16.18.120 and 16.18.150 of the Murrieta Development Code.
  - b. The location of the enclosures must be shown on the precise grade plan and the surface, including the access apron shall be constructed with concrete.
  - c. A solid cover with decorative trellis or other architecturally compatible cover shall be incorporated into the trash enclosure design.
19. Parking lot light standards, refuse enclosures, and other common site elements shall match in both design and materials and be consistent with those within the rest of the commercial shopping center.
20. The permittee shall comply with all the mitigation measures identified in the Mitigation Measures & Reporting Program (MMRP) adopted with the Certified Environmental Impact Report.

**Project Specific:**

21. The site plan dated 11-22-2024 is conceptual only. The site plan may require design changes subject to these conditions of approval and to comply with all development code standards in Title 16 of the Murrieta Municipal Code.
22. The architectural elevations are subject to the original Development Plan 2017-1370 approval with an approved date stamp by the City of Murrieta Planning Commission of 6-27-18, and as modified by the conceptual elevations for Phase 1 dated February 2025. Changes to the site plan approved by this Substantial Conformance in Phase 1 or subsequent phases that result in modifications to building elevations, including but not limited to changes in building area, location, orientation, height, or footprint, may be subject to further review and approval as determined by the Development Services Director pursuant to Murrieta Municipal Code Section 16.80.070 prior to the issuance of a building permit for the modified area.
23. Prior to issuance of a Grading Permit, a separate site plan shall be submitted for review to determine compliance with setbacks (Buildings, landscaping, outdoor dining), drive aisle widths, drive-through standards (16.44.080), outdoor dining standards, landscape planters, internal



vehicle circulation, trash enclosures, loading facility screening, internal pedestrian connections, parking requirements (including loading spaces), electric vehicle charging, Commercial District Design Standards 16.10.030 and mechanical/utility/equipment screening. This site plan shall be consistent with the grading plan.

24. Prior to issuance of a Grading Permit, the project will be reviewed for compliance with all development code standards in Title 16 of the Murrieta Municipal Code. Changes to the site plan may be required.
25. Prior to issuance of a Building Permit, a separate site plan shall be submitted for review to determine compliance with setbacks (Buildings, landscaping, outdoor dining), drive aisle widths, drive-through standards (16.44.080), outdoor dining standards, landscape planters, internal vehicle circulation, trash enclosures, loading facility screening, internal pedestrian connections, parking requirements (including loading spaces), electric vehicle charging, Commercial District Design Standards 16.10.030 and mechanical/utility/equipment screening. This site plan shall be consistent with the grading plan
26. Prior to issuance of Building Permit, the project will be reviewed for compliance with all development code standards in Title 16 of the Murrieta Municipal Code. Changes to the site plan may be required.
27. The project floor area total is 518,817 square feet of building area. The project is subject to parking requirements based on the gross building area and may require a reduction in building square footage.
28. The parking ratios shown on the revised site plan are reference only. The project is required to comply with 16.34 Off-Street Parking and Loading Standards.
29. The project no longer proposes outdoor display, equipment rental, or seasonal display. The existing Conditional Use Permit is now void.
30. The prior approval proposed 3 phases. This proposal identifies 5 phases. A separate phasing plan application shall be submitted for review for any subsequent phases beyond the first phase.
31. Prior to issuance of a grading permit, the site plan shall show compliance with internal pedestrian connections. The construction plans shall provide the required pedestrian connections consistent or substantially like what is shown on the conceptual landscape plan dated September 9, 2022, sheet L-1.
32. All buildings are subject to the approved elevations Development Plan DP-2017-1370. The pad configuration and building changes proposed with this approval will require the architecture to substantially conform with these elevations, including four-sided architecture.

### **Final Inspection**

33. The improvements shall be fully constructed prior to final inspection of the project.



34. The permittee shall contact the Development Services Department a minimum of 72-hours to allow for scheduling of any inspection required for this project.

## **LANDSCAPING**

### **Prior to the issuance of grading permits:**

35. Three printed copies and one digital copy of landscape construction plans shall be submitted to the Planning Division. A licensed Landscape Architect shall prepare the plans.
36. All previous conditions under original development plan DP-2017-1370 and CUP-2018-1568 shall apply, as amended per these conditions of approval.
37. The landscape construction plans shall be in substantial conformance with the preliminary landscape plans as approved by the City's Landscape Architect, City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.
38. It is the responsibility of the landscape architect to be aware of and comply with the requirements and standards of Title 16.28 of the Murrieta Municipal Code, the City's current policies, and current State of California water efficient landscape requirements.
39. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
40. Landscape design, including but not limited to tree groupings and required setbacks, shall be in accordance with Murrieta Fire & Rescue guidelines, standards, and policies.
41. Natural wood bark mulch or other approved mulch material shall be applied to all planting areas 3 inches deep, except where restricted by Murrieta Fire & Rescue requirements. An alternate non-combustible mulch shall be used wherever wood mulch is restricted and in locations shown on the approved conceptual landscape plan.
42. Step-out strips are required when adjacent to parking spaces and shall be 12" wide by 4" deep doveled into the adjacent 6" curb, or 12" wide by 12" deep integrally poured curb. Show step-out strips on plans and coordinate with the project engineer.
43. Fire apparatus access roads shall be illustrated and noted on planting plan. Trees are to be located so that the mature canopies do not encroach into the access road clear zone of 28 feet wide and 13.5 feet high.
44. Avoid plants that require cutting back to keep them within a specific area or at a trimmed height. Carefully select and locate plants where they will be allowed to grow to maturity and keep their natural shape.
45. Plant materials within vehicular line of sight impact areas are to be limited to a maximum of 30" natural height. Impact areas include but are not limited to project entries, drive aisles, and parking



lot island planters.

46. Linear root barriers shall be installed for all trees located within 5 feet of paving and within 10 feet of city sidewalks.
47. Prior to finalizing the landscape construction document set for submittal, inspect existing site landscaping directly adjacent to the project and identify areas that have missing or unhealthy plant material. On the landscape plan, specify areas and replacement plant material that will restore the existing landscape to a healthy filled-in appearance in compliance with Murrieta Municipal Code section 16.28.090. The perimeter landscape design shall coordinate with surrounding properties - select shrubs and ground cover to match or coordinate with surrounding planting.
48. Above ground utilities shall be located in shrub areas and screened as required from public view. Fire equipment shall have a setback of 10 feet from face of curb or as otherwise permitted, where only low growing ground covers shall be planted.
49. Utilities and light standard locations shall be coordinated with Owner's engineering team to avoid conflicts with required tree locations and utility screening.
50. All bumper overhang areas shall be planted with a drought-tolerant groundcover growing no greater than 6" high at maturity.
51. Street trees shall be provided at 30'-0" on center.
52. An opaque screen shall be installed along all drive aisles and parking areas abutting public streets and rights-of-way. The screening shall have a height of not less than thirty (30) inches and not more than forty-two (42) inches at maturity. Spacing should be as close as feasible while still allowing for healthy long-term growth and condition at maturity.
53. It is the responsibility of the applicant and owner's design team to be aware of and comply with the layout and landscape requirements and standards for Off-Street parking according to Title 16.34 of the Murrieta Municipal Code.
54. It is the responsibility of the applicant and owner's design team to be aware of and comply with the requirements of Title 16.42 Tree Preservation. This chapter provides regulations for the protection, preservation, and maintenance of significant tree resources and establishes minimum mitigation measures for trees removed as a result of new development.
55. Diamond tree planters are to be configured at sidewalks when directly adjacent to parking spaces. Provide one planter for every three parking spaces to contribute to the required shading percentage. The diamond in profile shape will achieve a sufficient plantable area while avoiding conflicts with pedestrian path of travel. Interior plantable area is to be a minimum of 20 square feet, however, 25 square feet is preferred.

**Prior to issuance of a Building Permit:**

56. The landscape plans shall be approved by the City's Landscape Architect and Assigned Planner for each phase.



**Prior to the initiation of landscape construction:**

57. Contact City's Assigned Planner or Landscape Architect to determine if a pre-job meeting with the job site superintendent and the landscape contractor will be required. No landscaping shall occur prior to the meeting or the City's determination that it will not be required.

**Prior to the issuance of occupancy permits:**

58. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's Landscape Architect shall provide inspections throughout the landscape installation process. The owner shall provide the City's Assigned Planner with a Landscape Certificate of Completion documentation package at the time of final inspection request. The City will review the Certificate of Completion and conduct a final inspection to ensure that the landscape installation is in compliance with all City policies, practices and the approved landscape plans. The Certificate of Completion shall be complete with irrigation water audit, irrigation schedules, landscape maintenance schedules, and soil management report.
59. Performance securities, in the amount determined by the City to guarantee the adequate maintenance of the landscaping materials and irrigation system in accordance with the approved plans for a period of one (1) year from the date of final clearance of the installed landscaping by the City, shall be posted with the Planning Division. Acceptable forms of security shall be limited to cash deposit, cash bonds, or irrevocable letters of credit. The performance securities may be released one (1) year after final clearance of the installed landscaping by the City, upon written request by the owner, if the landscaping has been adequately maintained. A deposit to cover re-inspection of the landscape, at the current City rate shall be posted with the Planning Division prior to re-inspection for maintenance bond release.

**BUILDING AND SAFETY DIVISION**

**General:**

60. All construction shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Murrieta. Digital sets of plans shall be submitted for building/s and exterior site improvements; and shall include building data, building use/occupancy, construction type, actual building square foot area and related building means of egress and ensuing egress discharge to the public right-of-way.
61. Architectural site and on-site civil design shall correlate and details shall comply with accessibility standards of the State of California.
62. Construction plan submittals shall be subject to the current California Green Building Standards Code, wherein provisions for means of achieving material conservation and resource efficiency through construction waste reduction of at least 65% recycling and/or salvage for reuse, diversion, and employment of techniques to reduce pollution through recycling of materials.
63. Any proposed exterior lighting shall be shown on building permit plans and shall comply with the City of Murrieta's MMC Sec.16.18.110, Mt. Palomar Lighting Pollution Control Standards and/or equal. LED limits are 4050 lumens maximum per fixture and 3000K kelvin color rendition.



64. Separate permits shall be obtained from the City of Murrieta Building & Safety Division, for individual structures and appurtenances e.g., construction trailer(s), parking lot lighting, play structures, masonry walls, retaining walls, monument signs, building and monument wall signs, automated gates & pedestrian access gates, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.
65. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially from plans previously reviewed and approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, City Engineer and/or Director of Building and Safety.
66. Detectable warnings shall be cast in place and comply with the following:
  - a. Detectable warning surfaces shall be yellow and approximate FS 33538 of SAE AMS-STD-595A. (CBC 11B-705.1.1.3.1)
67. Required van accessible parking spaces shall be configured to be a minimum of 12' ft. wide by 18' ft long with a 5' wide access aisle way on the passenger side of the vehicle. Standard accessible spaces shall be configured to be a minimum of 9' ft. wide by 18' ft long, adjacent to a minimum 5' wide access aisle.
68. Required EV van accessible parking spaces shall be configured to be a minimum of 12' ft. wide by 18' ft long with a 5' wide access aisle way on the passenger side of the vehicle. Standard EV accessible spaces shall be configured to be a minimum of 9' ft. wide by 18' ft long, adjacent to a minimum 5' wide access aisle. Ambulatory EV spaces shall be a minimum of 10' ft. wide and do not require an access aisle.

**Building Permit Application:**

69. Digital sets of building construction plans shall be submitted, including two sets of supplemental current soil report, structural calculations, energy calculations, etc. Submittals shall conform to the Electronic Plan Check Submittal Guide (Building Form IB-110). Plans must conform to Digital Submittal Requirements (Building Form DS-162).
70. Plans submitted for building construction shall contain a full-size copy of the Final Approved set of city departments Conditions of Approval.
71. Submit a construction waste management plan (Building Form DS-153) for diversion of materials.

**Prior to Permit Issuance:**

72. A Waste Management Plan (Building Form DS-153), which may include a Construction and Demolition letter (C & D letter) from the Waste Management Company for the recycling reuse and diversion of construction waste materials from landfills is required prior to the permit issuance.
73. All applicable fees and forms shall be paid. This may include TUMF School, DIF, etc.



74. Will serve or first release forms from the governing water and sewer districts will be required.
75. Verification of an approved, stamped, signed by the City of Murrieta Engineer, and issued grading plan.

**Prior to Building Final:**

76. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments, which may include Fire, Planning, Engineering, Building & Safety, and the City Landscape Architect prior to the issuance of a Certificate of Occupancy from the City of Murrieta Building and Safety Division.

**ENGINEERING**

**General Requirements:**

77. Provide documentation from Caltrans confirming that they will allow right-in/right-out only access along State Route 79 (Winchester Road) as shown on the Overall Site Plan and Emergency Path of Travel Sheet A0.30, dated October 2022.
78. These conditions of approval shall apply to Substantial Conformance 2022-2701 (SB 2022-2701). The original Conditions of Approval Development Plan 2017-1370 shall remain in effect and serve as the basis for Conditions for this project's Substantial Conformance Review. Project documents (e.g., Conditions of Approval, Tentative Map/Site Plan, Preliminary Grading Plan, Preliminary Improvement Plan, Preliminary Water Quality Management Plan, Preliminary Geotechnical Report, etc.) may be subject to revisions as part of this substantial conformance review, to ensure compliance with local, state, and federal ordinances, policies, and regulations. Moreover, additional document(s) may be required to ensure complete compliance as noted.
79. Revisions to the originally approved conceptual grading plan, hydrology, and stormwater reports may not be required at this time. Applicant, however, shall agree to provide all applicable revisions to all conceptual plans/reports for review and approval by the Engineering Department so that said approved conceptual plans/reports can then be submitted with construction documents with the intent to obtain a grading permit, or, when subdivider applies for a time extension, or additional substantial conformance, whichever occurs first.
80. The governing document describing the water quality guidelines whereby the City of Murrieta's Water Quality Management Plan (WQMP) abides by is the California Regional Water Quality Control Board, San Diego Region, Order No. R9-2013-0001, as amended by Order nos. R9-2015-001 and R9-2015-0100, National Pollution Discharge Elimination System No. CAS0109266 Permit (NPDES MS4 Permit). All projects are subject to said permit and any permit revisions thereof.
81. For Phase 1, revise the project driveway approach geometry at the new traffic signal at the intersection of Clinton Keith Road/Porth Road/Project Driveway to include the following prior to the issuance of any grading permit:
  - a. 2 left-turn lanes, 1 through lane, 1 right-turn lane



82. Prior to the issuance of a building permit, the Applicant shall pay a fair share fee for the design and installation of an eastbound right-turn overlap phase at the Winchester Road (SR-79) and Clinton Keith Road intersection for the construction of Phase 1. The fair share amount shall be determined by the City Engineer or his designee utilizing the Phase 1 Focused Traffic Study dated March 18, 2025.
83. Design, furnish, and install a westbound (Clinton Keith Road) right-turn lane into the easternmost project driveway located between Pads 4 and 5 prior to the first occupancy of Phase 1. The design of the improvements shall be prepared by a licensed engineer and be subject to the review and approval of the City Engineer prior to the construction of the improvements.
84. Prior to first occupancy, design, furnish, and install the project driveway at Max Gillis Boulevard as right-turn in/right-turn out access only. The design, improvements, and installation shall include a raised median on Max Gillis Boulevard to control the turning movements subject to the preparation of a sight distance exhibit referred to in Condition No. 85. The median shall extend a minimum of 25 feet past the project driveway in both the east and west directions.
85. Prior to the design and construction of the improvements referenced in Condition No. 84 provide a sight distance exhibit for the Max Gillis Boulevard and project driveway intersection, following the requirements shown in City Standard Drawing No. 214. Should the sight distance requirements not be met, the Applicant shall determine and provide necessary improvements to meet the minimum required sight distance subject to the approval of the City Engineer. The exhibit shall be prepared by a licensed engineer and be subject to the review and approval of the City Engineer prior to the construction of the improvements.
86. Prior to first occupancy, provide signing and striping plans, prepared by a licensed civil engineer, for the project access points along both Clinton Keith Road and along Max Gillis Boulevard. The plans shall be subject to the review and approval of the City Engineer. Required improvements shall be installed prior to first occupancy.
87. For any future phase of development exceeding the authorized building square footage of this approved Phase 1, the Applicant shall submit a traffic signal warrant analysis to the City engineer for review and approval to determine if the project signal located at the project driveway and Max Gillis Boulevard is required to be installed. Subsequent analyses shall be approved prior to the issuance of a building permit for any requested phase of development. When future development beyond the approved Phase 1 building square footage meets the warrant analysis for the signal, the applicant shall design, furnish, and install the traffic signal. The design of the traffic signal improvements shall be prepared by a licensed engineer and be subject to the review and approval of the City Engineer prior to the construction of the improvements. The signal shall be operational prior to the issuance of a certificate of occupancy or building final for development beyond the approved Phase 1 building square footage which results in the need for the signal based on a warrant analysis.

## **FIRE DEPARTMENT**

### **Prior to Issuance of a Grading Permit:**



88. All construction shall comply with the adopted codes and fire regulations at the time of construction related to fire safe materials, setbacks and distances from property lines.
89. A Fire Access and Water plan shall be submitted and approved by Murrieta Fire & Rescue (MFR) prior to the issuance of a grading permit. The plan shall indicate the location of all fire lanes and the approved signage and curb marking. It shall include the location of all fire appurtenances and shall demonstrate compliance with California Fire Code (CFC) Section 503.1.1. The plan shall indicate the turning radius on the fire apparatus access roadways. The required turning radius is 28 feet inside and 56 feet outside. Current guidelines are available on the MFR web page.
90. The California Fire Code Section 503.1.1 requires "Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the exterior walls of the first story of the buildings as measured by an approved route around the exterior of the building or facility.
91. All portions of on-site fire apparatus access roads shall be a minimum of 26' in width.
92. Provide a fire flow analysis from the local water purveyor indicating the closest fire hydrant to serve the proposed project and fire flow available at 20 PSI. The required minimum fire flow for a commercial structure is 3,000 Gallons Per Minute (GPM) @ 20PSI for three hours. The fire flow is the highest volume listed of 3,000 GPM or as delineated in Table B105.2 in Appendix B of the California State Fire Code. The fire suppression water shall be in accordance with Section 3313.1 of the amended California State Fire Code.
93. Plans and specifications for construction of underground Private Fire Service Mains and appurtenances shall be submitted to the City of Murrieta for review and approval prior to installation.
94. Commercial fire access roads shall provide access roadway with minimum unobstructed width of 26 feet and minimum 13'6" vertical clearance.
95. All fire apparatus roadways shall be installed in accordance with the locally amended Section 503.2.3 of the California Fire Code. Fire apparatus access roads shall be approved by the fire code official prior to the commencement of combustible construction. Access roadways shall be capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
96. Prior to the issuance of a building permit for Phase 1, the Applicant shall submit a construction access plan to the Fire Marshal for review and approval, including access road specifications for construction, in each phase. Fire apparatus access roads required by the Fire Marshal in each phase shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing the minimal required GPM and shall be tested/accepted by Fire Department prior to dropping any lumber for construction.
97. Address numbering shall comply with the locally amended code specific to Section 505.1 in Ordinance 584-22. Address numbers shall be illuminated to be visible from the street at all hours. Buildings up to 25' in height are required to have a minimum of 12" address number with a minimum 2" stroke. Buildings exceeding 25' in height are required to install address numbers at



a minimum of 24" in height with a minimum 4" stroke. Address numbering shall be placed on all sides of a structure. Additional addressing numbers shall be required when deemed necessary by the fire code official.

### **Community Services Department**

98. The applicant shall have in place an Association and/or Property Management to maintain all common areas, irrigation and landscape along the roadways. No areas will be maintained by the City of Murrieta, Community Services District.

### **Miscellaneous**

99. The following Conditions of Approval of Development Plan 2017-1370 (dated June 27, 2018) are hereby revised by the conditions of SC-022-2701 above resulting from approved plans, changes in federal, state or City regulations, applicable General Plan Mitigation Measures, or the construction of City, state, or county street improvements, are replaced in their entirety, or deemed to be no longer applicable to the project:

Conditions 4, 5, 13-17, 20-22, 26, 31, 36, 46, 74, 101, 102, 132, 145, 173, and 179.

100. The Project Mitigation Monitoring and Reporting Program shall be updated to reflect modified conditions of approval, approved plans, and as-built field conditions upon the completion of improvements identified by the approved Project phasing plan.





# CITY OF MURRIETA

## Planning Commission Meeting

### Agenda Report

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3/25/2026  
Agenda Item No.

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TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: Carl Stiehl, City Planner

SUBJECT: Planning Commission Training Workshop New State Laws March 2026

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#### **RECOMMENDATION**

Receive a workshop presentation by staff regarding a Summary of new State laws from 2025 and upcoming in 2026, particularly new Housing laws. Have a discussion regarding these topics, provide comments and/or ask questions of staff, and then allow for the public to provide comments or ask questions.

#### **EXECUTIVE SUMMARY**

This workshop is the annual Planning Commission training on new State laws related to Housing and Planning recently passed in the 2025 legislative session and upcoming laws being considered in the current 2026 legislative session.

#### **BACKGROUND**

The purpose of the workshop is to provide the Planning Commission with training on the new State laws passed in 2025 and those in the works for 2026, in a workshop format. It is beneficial to the members of the Commission to have regular training and be up to speed on new laws annually, as Planning Commissioners in California. It's helpful for Staff to regularly update the members of the Commission on existing and recently adopted State laws and how it can affect projects and the process for development projects.

The City is currently processing, entitling, and permitting a number of large projects, particularly housing projects, which are in need of consistent review when projects come to the Commission. With more projects and items coming in the next few years, including updated Objective Standards, the General Plan Cleanup and the Housing Element, additional background in advance should be helpful in streamlining the Commission's review and consideration of these items as they come forward for implementation.

The California Legislature again considered a record number of bills in the past legislative session. They passed many laws, which the Governor signed into effect this year. Staff has pulled together a list of the most important Planning and Housing-related bills. The State had a particular focus on affordability, housing/homelessness, and climate-related bills this past year. Many of the bills had a housing or planning-related approach regarding general land use, infrastructure, fees, CEQA, and hazard mitigation, particularly related to the recent wildfires.:

The following attachments provide more detail on each of the laws from 2025 and a brief summary of more significant bills being considered for 2026 that may help with any discussion as background.

### **ATTACHMENTS**

1. New 2025 Planning and Housing Laws Summary
2. Current 2026 Legislative Outlook, Significant Bills in Process

## **New 2025 Planning and Housing Laws:**

### **Land Use/Planning AB 36 (Soria) Housing Elements: Pro-housing Designation. Chapter 485, Statutes of 2025**

This measure requires the California Department of Housing and Community Development (HCD), beginning in the 7th Regional Housing Needs Allocation (RHNA) Cycle, to evaluate materials during the housing element review process if a jurisdiction qualifies for the pro-housing designation upon request from the local government in a small rural jurisdiction. This measure defines a “small rural jurisdiction” as either a city with a population of fewer than 25,000 or a county with a population of fewer than 200,000. Finally, this measure allows these jurisdictions to be exempt from renewing their pro-housing designations for at least five years. However, HCD is still allowed to remove these designations later if necessary.

### **AB 39 (Zbur) General Plans: Local Electrification Planning Act. Chapter 356, Statutes of 2025**

This measure requires local agencies with a population of 75,000 or more to update their general plans between Jan. 1, 2027, and Jan. 1, 2030, and to include specific plans for electrification, decarbonization, community energy, or other similar initiatives in their general plans. This measure allows local agencies to use a similar plan they have previously adopted to comply with the law. The plans must specifically:

- Identify opportunities to expand electric vehicle charging and other zero-emission vehicle (ZEV) fueling infrastructure.
- Identify strategies for public electrification and decarbonization of new and existing buildings.
- Identify opportunities to expand zero-emission and renewable distributed energy resources to increase clean energy generation and local energy reliability.
- Identify where infrastructure may be needed to meet existing and projected needs of medium- and heavy-duty ZEV fleets.
- Identify areas where grid infrastructure upgrades are needed to meet the needs of the demand.
- Provide policies that meet the needs of disadvantaged communities, low-income households, and small businesses for equitable investments in zero-emission technology that directly benefit them.

### **AB 87 (Boerner) Housing Development: Density Bonuses. Chapter 486, Statutes of 2025**

This measure specifies that a local government is not required to grant a concession or incentive under the Density Bonus Law for the portion of a housing development project that is a hotel, motel, bed and breakfast, or other transient lodging.

### **AB 301 (Schiavo) Planning and Zoning: Housing Development Projects: Post-Entitlement Phase Permits: State Agencies. Chapter 488, Statutes of 2025 (Urgency)**

This measure requires state agencies to comply with the timelines of the Permit Streamlining Act when reviewing permits for housing development projects.

### **\*AB 507 (Haney) Adaptive Reuse: Streamlining: Incentives. Chapter 493, Statutes of 2025**

This measure requires local agencies, after July 1, 2026, to approve adaptive reuse projects ministerially. Additionally, this measure exempts adaptive reuse projects from all impact fees that are not reasonably related to the impacts resulting from the change of use of the site from nonresidential to residential or mixed-use. Any fees charged must be roughly proportional to the difference in impacts caused by the change of use. Finally, the measure requires specific affordability requirements depending on the type of adaptive reuse project. For rental housing, the project must provide either

8% of the units for very low-income households and 5% of the units for extremely low-income households or 15% of the units for lower-income households. For housing meant for home ownership, the project must provide 30% of the units for moderate-income households or 15% of the units for lower-income households. For a mixed-use project, at least half of the square footage must be dedicated to residential uses. The measure also requires projects to comply with specific labor standards.

**\*AB 610 (Alvarez) Housing Element: Governmental Constraints: Disclosure Statement. Chapter 494, Statutes of 2025**

This measure requires local agencies, beginning in the 7th RHNA Cycle, to disclose any new or amended governmental constraints adopted after the due date of the previous housing element and before submitting the current draft housing element to HCD. Additionally, this measure requires local governments to disclose any new or amended government constraints the local government can anticipate adopting in the first three years of the planning period after the housing element is compliant with state law if the local government has published an agenda that will consider adopting, amending, or increasing government regulations on housing development.

**\*AB 648 (Zbur) Community Colleges: Housing: Local Zoning Regulations: Exemption. Chapter 378, Statutes of 2025**

This measure exempts community college districts (CCD) from complying with local zoning ordinances for university housing development projects constructed on property owned or leased by the CCD if the site is located within a half mile of a main campus or within a half mile of a satellite campus that existed before July 1, 2025.

**\*AB 670 (Quirk-Silva) Planning and Zoning: Housing Element: Converted Affordable Housing Units. Chapter 701, Statutes of 2025**

Beginning in 2027, this measure requires local agencies in their Annual Progress Reports (APR) to report more information to HCD. It also authorizes local governments to include in its count up to 25% of its RHNA allocation for low-, very low-, extremely low-, or acutely low-income households as well as the number of units in an existing multifamily building that were converted to affordable housing by imposing long-term affordability covenants and restrictions. The APR is required to include the following information:

- Whether a housing development application received in the prior year is subject to replacement housing or relocation assistance obligations as required by local, state, and federal law.
- The total number of replacement units by income level that were entitled, received a building permit, or were given a certificate of occupancy.
- A report on the demolition of housing units for any purpose, including the total number of housing units approved for demolition or demolished during the year. The report must include the location of the demolition, the date, the total number of rental and ownership units demolished, the number by income level of protected units demolished, the description of the approved uses on the site, and a description of any relocation assistance provided as required by the Housing Crisis Act.
- A report on replacement housing units required by law for approved development projects that are not housing development projects. The report must include: the approved or proposed relocation of the replacement units, the entity developing the replacement units, and the anticipated completion date of the replacement units.

**\*AB 712 (Wicks) Housing Reform Laws: Enforcement Actions: Fines and Penalties. Chapter 496, Statutes of 2025**

This measure allows a court to fine a local jurisdiction \$10,000 for violations of housing reform laws defined as “any law or regulation, or provision of any law or regulation, that establishes or facilitates rights, safeguards, streamlining benefits, time limitations, or other protections for the benefit of applicants for housing development projects, or restricts, proscribes, prohibits, or otherwise imposes any procedural or substantive limitation on a public agency for the benefit of a housing development project.” If the project consists of four or fewer units, however, the fine increases to \$50,000 per violation. Additionally, if a court has previously found the local agency to have violated the same housing reform law during the same planning cycle, the fine can be increased to five times the original amount for both categories of fines. This measure requires the Attorney General or HCD to send written communication to the local agency 60 days before the fines commence explaining the court's finding and the reasoning behind the fine, allowing the local government to correct the violation before the fine begin.

**\*AB 726 (Ávila Farías) Planning and Zoning: Annual Report: Rehabilitated Units. Chapter 704, Statutes of 2025**

This measure authorizes local agencies to include in its APR to HCD and receive RHNA credit for affordable housing units that have been substantially rehabilitated. To qualify, the affordable housing units must have an average affordability of no greater than 45% of area median income, the housing must be at least 15 years old, and local governments must have been awarded funds of at least \$60,000 per unit, including forgiveness of principal or interest on existing debt. However, the measure does not allow these units to qualify for RHNA targets as required for HCD evaluation if SB 35 (2017) applies.

**AB 752 (Ávila Farías) Child Daycare Facilities. Chapter 164, Statutes of 2025**

This measure requires local agencies to approve daycare center operations within or on the same grounds as multifamily housing by right. This measure designates the projects as residential uses for zoning purposes. Additionally, this measure prohibits a local jurisdiction from imposing a charge, tax, fee for a business license, equivalent instrument, or permit for the privilege of operating a daycare center that is within or on the same grounds as multifamily housing.

**\*AB 818 (Ávila Farías) Permit Streamlining Act: Local Emergencies. Chapter 534, Statutes of 2025**

This measure requires local agencies to approve or deny completed applications for modular homes, prefabricated homes, and accessory dwelling units within 10 business days of receiving a completed application, provided that the resident will occupy the development until the rebuilding or repair of their housing is completed after a natural disaster. Additionally, this measure requires local agencies to provide specific information on their website by March 31, 2028, and update the information every four years. Specifically, local agencies must post the following on their website: • Permitting requirements as required by this law • A checklist of the conditions that would result in a residential property being deemed a substandard building • A notice that a person may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before applying for a permit to rebuild or repair an affected

property • A dashboard that tracks permitting timelines and agency performance if the local government has a population greater than 30,000 residents

**\*AB 893 (Fong) Housing Development Projects: Objective Standards: Campus Development Zone. Chapter 500, Statutes of 2025**

This measure requires local agencies to approve housing developments ministerially within a half mile of the main campus of a state public university, college, or community college. This measure requires that housing development in these campus development zones include a minimum density of 80 units per acre and a height limit of 65 feet if the project is in a metropolitan jurisdiction, and a density of 70 units per acre and a height limit of 45 feet if the project is located in a non-metropolitan jurisdiction. Finally, this measure establishes objective standards in campus development zones, including that no setbacks can be required, aboveground parking must be set back at least 25 feet, and the ground floor of a building must have at least 80% of the street frontage within 10 feet of the street.

**\*AB 920 (Caloza) Permit Streamlining Act: Housing Development Projects: Centralized Application Portal. Chapter 501, Statutes of 2025**

This measure requires local agencies with a population of 150,000 or more by Jan. 1, 2028, to develop a centralized application portal available on their website for applicants to housing development projects. The measure allows a local agency to extend the deadline to Jan. 1, 2030, if the local agency can make a written finding that it would need to increase permitting fees to make a centralized portal available substantially.

**AB 1007 (B. Rubio) Land Use: Development Project Review. Chapter 502, Statutes of 2025**

This measure shortens the timeline for responsible agencies to approve housing development projects. Lead agencies that are not the California Coastal Commission, San Francisco Bay Conservation and Development Commission, State Water Resources Control Board, or the California Regional Water Quality Board must approve the project within 45 days after approval from a lead agency or after receiving a completed application for a development project. The above state agencies must approve the projects within 90 days of a lead agency approving a project or receiving a completed application for a development project.

**AB 1021 (Wicks) Housing: Local Educational Agencies. Chapter 503, Statutes of 2025**

This measure expands the minimum affordability requirements for housing developed by local educational agencies, requiring that 30% of the units have affordable rent to lower-income households and at least 20% of the units have affordable rent to moderate-income households, or that at least 12% of the units have rent affordable to very-low income households, 15% have rent affordable to lower-income households, and at least 20% have rent affordable to moderate-income households. The measure additionally specifies that local educational agency housing qualifies for the density bonus law.

**\*AB 1061 (Quirk-Silva) Housing Developments: Urban Lot Splits: Historical Resources. Chapter 505, Statutes of 2025**

This measure removes the absolute exemption for historic districts for SB 9 (2021) projects. Local agencies may only exempt duplex projects on contributing structures within a historic district included

on the State Historic Resources Inventory or in a historic district adopted through a city or county ordinance, or if the parcel is individually listed as a historical resource in the State Historic Resources Inventory. For urban lot splits, local agencies may only exempt them if the parcel is located on historical landmark property in the State Historic Resources Inventory or a site designated as a city or county landmark via local ordinance. Additionally, urban lot splits may be exempt if they require the demolition or alteration of a contributing structure within a historic district or if the existing exterior structural wall is located in a historic district.

**AB 1275 (Elhawary) Regional Housing Needs: Regional Transportation Plan. Chapter 593, Statutes of 2025**

This measure requires HCD to determine each region's existing and projected housing need three years before the next scheduled housing element revision, replacing the former two-year timeline. Additionally, this measure requires HCD to consult with each council of governments (COG) regarding the assumptions and methodology to determine the region's housing needs 38 months before the housing element due date, replacing the former 25-month timeline. This measure also requires the COG to consider the development pattern outlined in the region's sustainable community strategy (SCS) of its regional transportation plan when developing its RHNA allocation methodology. Finally, this measure requires the RHNA allocation plan to be informed by the development pattern included in the SCS.

**SB 21 (Durazo) Single-room Occupancy Units: Demolition and Replacement: Housing Assistance Programs: Eligibility for Homeless Individuals and Families. Chapter 511, Statutes of 2025**

This measure authorizes local agencies to reduce the number of required replacement units for the replacement of an existing single room occupancy (SRO) building if the conversion results in the following:

- A larger unit to accommodate the addition of facilities, increase accessibility for persons with disabilities, or address code compliance matters with regard to health, welfare, life, and safety.
- The conversion will be completed within four years from the date of rehabilitation or demotion of the SRO unit. The local agency may provide a one-year delay to this requirement if the delay is outside the project proponent's control.
- The converted SRO unit will be a rental unit with affordable rent at or lower than the applicable affordable rent level of the replaced SRO unit, unless the affordable rent level is precluded due to limitations or other requirements of one or more funding sources of the housing development.
- The converted SRO unit will only be available to households with a household income at or below the income levels for lower-income, very low-income, extremely low-income, or acutely low-income households.
- A converted unit will remain available at the applicable affordable rent level of the replaced SRO unit for the longest feasible amount of time, but not less than 55 years.
- A covenant of affordability shall be recorded with the county recorder prior to the issuance of the certificate of occupancy or completion of work as approved by the local agency.
- A displaced SRO unit occupant shall have a right of first refusal for admission to a replacement unit, provided the SRO unit occupant would not be precluded due to unit-size limitations or other requirements of one or more funding sources of the housing development.

**\*SB 79 (Wiener) Housing Development: Transit-oriented Development. Chapter 512, Statutes of 2025**

This measure requires local agencies in urban transit counties, defined as “a county with more than 15 passenger rail stations,” beginning July 1, 2026, to approve housing projects within a half mile of specific transit stops with limited or no environmental review and public engagement projects at a density of anywhere from 80 dwellings per acre to 120 dwellings per acre at a height of five stories to nine stories, depending on the type of transit the project is near. (Cal Cities has prepared a comprehensive summary of this measure in Appendix A of this document).

**\*SB 92 (Blakespear) Housing Development: Density Bonuses. Chapter 484, Statutes of 2025**

This measure allows local agencies to prohibit the use of the Density Bonus Law on the portion of a mixed-use development project that applies to a hotel, motel, bed-and-breakfast, or other transient lodging other than a residential hotel.

**SB 158 (Cmte. on Budget and Fiscal Review) Land use. Chapter 650, Statutes of 2025.**

This measure requires the Department of Housing and Community Development to prepare to administer Round 7 of the HHAP program with the goal that the initial Round 7 disbursement will be available to grantees meeting the statutory provisions beginning Sept. 1, 2026. This measure also includes notable land-use changes. Specifically, this measure clarifies that the Permit Streamlining Act applies to ministerial housing development projects defined in the Housing Crisis Act that local agencies review. Additionally, the measure modifies the deadline for a lead public agency to approve or disapprove infill housing development projects exempt from CEQA to 30 days after the agency concludes a tribal consultation process or the time period required under the Housing Accountability Act. This measure also specifies that builder’s remedy projects greater than four acres are not eligible for a CEQA exemption or the limited application of CEQA as required in the Public Resources Code section 21080.1. Finally, this measure specifies that a housing development project located in a city with a population of more than 85,000 but less than 95,000 or in a county with a population of 440,000 but less than 455,000 must be a discretionary project if it meets the following requirements: • A portion of the parcel where the project is located is identified on a United States Fish and Wildlife Service map as a freshwater forested or shrub wetland. • A portion of the parcel is located within a regulatory floodway determined by the Federal Emergency Management Agency in any official maps the agency publishes. • The project is located on a parcel adjacent to a California historical landmark on the California Register of Historic Places.

**SB 233 (Seyarto) Regional Housing Need: Determination: Consultation with Councils of Governments. Chapter 577, Statutes of 2025**

This measure revises the deadline for HCD to meet and consult with each COG beginning in the seventh revision of the housing element during the regional housing needs determination process. The following timelines apply beginning in the seventh cycle: • At least 26 months prior to the scheduled revision for the Humboldt County Association of Governments, the Lake Area Planning Council, the Mendocino Council of Governments, and the County of Nevada • At least 34 months prior to the scheduled revision for the San Luis Obispo Council of Governments and the Sacramento Area Council of Governments • For all other COGs, at least 38 months prior to the scheduled revision • For the eighth and subsequent revisions of the housing element, at least 38 months prior to the scheduled revision of the housing element for the region.

**SB 262 (Wahab) Housing Element: Pro-housing Designations: Pro-housing Local Policies. Chapter 513, Statutes of 2025**

This measure amends the definition of pro-housing local policies in the Pro-housing Designation Program to include policies that keep people housed. The measure allows local agencies to qualify for points if they have the following programs: • A safe parking program that provides parking locations and options for individuals and families living in their vehicles if the program provides a bathroom facility and on-site security, establishes an enrollment process that may include a background check requirement, and establishes rules and regulations for the program. • A safe camping program that provides safe camping locations and options for individuals and families experiencing unsheltered homelessness. • Adoption of ordinances, processes, or other mechanisms that expedite or remove barriers to approving low-barrier navigation centers, emergency shelters, or supportive housing that go beyond state law.

**SB 340 (Laird) General Plans: Housing Element: Emergency Shelter. Chapter 514, Statutes of 2025:**

This measure revises the definition of emergency shelters in housing element law to include all services provided on-site at a shelter, including the addition or expansion of services consistent with written objective standards, as well as all supportive services for homeless individuals who occupy an emergency shelter for six months or less.

**SB 507 (Limón) Planning and Zoning: Regional Housing Needs Allocation. Chapter 519, Statutes of 2025:**

This measure authorizes local governments to enter into voluntary agreements with tribes to allow new tribal housing developments to count toward the locality's RHNA if they meet the following conditions: • The local government has permitting authority over the site where the tribal housing development project is located. • The tribal housing development project is located within the boundaries of the local government. • The units in the project meet the definition of a housing unit as defined by the United States Census Bureau. If a local government does not have permitting authority over the site where the tribal housing development project is located, the voluntary agreement must demonstrate that the housing units will be built and include one of the following: • An agreement with the tribe regarding approvals, permits, certificates of occupancy, or reporting new units to the Department of Finance. • Documentation from the tribe demonstrating that planned housing has been approved to be built within the current RHNA cycle. • Data regarding the timing of project construction and unit affordability by household income category.

**SB 611 (Richardson) Planning and Zoning: Community Plans: Review Under the California Environmental Quality Act. Chapter 228, Statutes of 2025 (Urgency):**

This measure prohibits a court from invalidating a development project that was approved under an updated community plan that is being litigated under CEQA if the development project is approved before the court issues a stay in connection with a challenge to the environmental impact report or community plan update and the application for the development project was deemed complete before the court issues a stay, order, or writ.

**SB 625 (Wahab) Housing Developments: Disasters: Reconstruction of Destroyed or Damaged Structures. Chapter 548, Statutes of 2025**

This measure establishes a ministerial approval process for rebuilding residential structures destroyed in declared disasters. It allows up to 110% of the prior structure's size. It deems void and unenforceable any covenant, condition, or restriction contained in any deed, contract, security instrument, or other instrument affecting the transfer of or interest in real property that effectively prohibits substantially similar reconstruction of a residential structure damaged or destroyed in a disaster.

**\*SB 786 (Arreguín) Planning and Zoning: General Plan: Judicial Challenges. Chapter 526, Statutes of 2025**

This measure requires the HCD to initiate a review of a local agency if the local agency has failed to amend a local ordinance, development standard, condition, or policy within its housing element by the specific deadline it has set for itself to comply with the law and receive approval for its housing element. Additionally, this measure extends the deadline to bring an action against a local agency to comply with its housing element or complete a rezoning from 60 days to 120 days. Finally, this measure allows a court to grant a reasonable extension to the local agency if the HCD has not completed its review in time.

**SB 838 (Durazo) Housing Accountability Act: Housing Development Projects. Chapter 789, Statutes of 2025**

This measure revises the definition of a housing development project under the Housing Accountability Act to exclude any portions of a housing development project that include a hotel, motel, bed-and-breakfast, or other transient lodging use from the builder's remedy. This measure allows a local agency to separately approve the portion of a builder's remedy project that contains a hotel or motel use but clarifies that the project would not be eligible for any benefits granted to a housing development project, including streamlining provisions.

**Accessory Dwelling Units**

**AB 462 (Lowenthal) Land Use: Accessory Dwelling Units. Chapter 491, Statutes of 2025 (Urgency)**

This measure requires a local agency to issue a certificate of occupancy for accessory dwelling units (ADUs) constructed in a county subject to a proclamation of a state of emergency made by the Governor after Feb. 1, 2025, if the primary dwelling was substantially damaged or destroyed by a natural disaster. Additionally, this measure requires the California Coastal Commission to approve or deny a coastal development permit for an ADU within 60 days of receiving a completed application or the application is deemed approved. Finally, this measure requires local governments without a certified local coastal program to immediately notify the CCC that an ADU permit application has been completed.

**AB 1154 (Carrillo) Junior Accessory Dwelling Units. Chapter 507, Statutes of 2025**

This measure eliminates owner-occupancy requirements for junior accessory dwelling units (JADUs) if the JADU has separate sanitation facilities from the existing structure and requires that a rental for a JADU be longer than 30 days.

**SB 9 (Arreguín) Accessory Dwelling Units: Ordinances. Chapter 510, Statutes of 2025**

This measure makes null and void any ADU ordinance if a local agency fails to submit a copy of its ordinance to the HCD within 60 days after adoption by the local government or fails to respond to findings by the HCD that the ADU ordinance does not comply with the law within 30 days.

**\*SB 543 (McNerney) Accessory Dwelling Units and Junior Accessory Dwelling Units. Chapter 520, Statutes of 2025**

This measure requires local agencies to determine application completeness for an ADU or JADU within 15 business days of receiving an application, or it is deemed complete. Additionally, this measure clarifies that floor area standards in ADU and JADU law mean interior livable space instead of the total footprint. The measure also clarifies that ADUs or JADUs with less than 500 square feet of interior livable space are exempt from school impact fees. Finally, the measure provides additional organizational and technical changes to ADU and JADU law.

**Mobile Homes**

**AB 391 (M. Rodriguez) Mobilehome Parks: Notices to Homeowners and Residents. Chapter 339, Statutes of 2025**

This measure permits mobile home park management to provide notices as required by the Mobile home Residency Law to both mobile home residents and owners by electronic mail with written consent from the residents.

**AB 456 (Connolly) Mobilehome Parks: Sales or Transfers: Prospective Purchasers of Mobilehomes. Chapter 59, Statutes of 2025**

This measure extends the timeline for mobile-home park management to provide the mobile-home owner notice about necessary repairs or improvements necessary to a mobile-home that is being sold from 10 business days to 15 business days. If notice is not provided, it is deemed that park management has waived its right to require repairs or improvements to the mobile home as a condition of the sale unless the repairs or improvements are required by local ordinance, statutes, or regulations related to health and safety. This measure deems approved an application for tenancy from a prospective buyer if park management fails or refuses to notify the seller and prospective buyer within the required 15 business days of the acceptance or denial of the prospective buyer. Finally, this measure ensures that a new mobilehome owner is not considered an unlawful occupant if park management fails or refuses to notify the new mobilehome owner in a timely manner of the acceptance or rejection of their tenancy application.

**AB 806 (Connolly) Mobilehomes: Cooling Systems. Chapter 343, Statutes of 2025**

This measure prohibits mobile home park management from banning or restricting portable air-conditioning units, window air-conditioning units, swamp coolers or evaporative coolers, cooling fan systems, heat pumps, or any other cooling systems in mobile homes.

**Housing and Housing Finance**

**AB 480 (Quirk-Silva) Personal Income Tax Law: Corporation Tax Law: Insurance Tax Law: Low-income Housing Tax Credit. Chapter 492, Statutes of 2025**

This measure eliminates the requirement that a taxpayer must choose to sell a certification for a low-income housing tax credit in their application for tax credits. Instead, it allows them to certify the credit at any time before the tax credits are awarded.

**SB 686 (Reyes) Housing Programs: Financing. Chapter 523, Statutes of 2025**

This measure authorizes HCD to allow owners of developments with affordable housing to use a loan from the department to pay for predevelopment costs, unreimbursed capital improvements, and unreimbursed operating deficits.

**Development Fees**

**\*SB 358 (Becker) Mitigation Fee Act: Mitigating Vehicular Traffic Impacts. Chapter 515, Statutes of 2025**

This measure requires local agencies to reduce traffic impact fees for projects located within a half mile from three or more of the following: supermarket or grocery store, public park, community center, pharmacy or drugstore, medical clinic or hospital, public library, an elementary school, licensed childcare facility, or restaurant. If an agency wants to charge a higher fee, it must provide written findings supported by substantial evidence that the housing development project will not generate fewer automobile trips.

**\*SB 499 (Stern) Residential Projects: Fees and Charges. Chapter 543, Statutes of 2025**

This measure authorizes local agencies to collect parkland or recreational impact fees before issuing the certificate of occupancy if the parks or recreational facilities are identified for emergency purposes and are included in the safety element or local hazard mitigation plan. This measure also authorizes utility services to collect connection service charges at the time a service application is received, provided that the charges do not exceed the costs incurred as a result of the connection activities.

**Housing Regulations**

**AB 253 (Ward) California Residential Private Permitting Review Act: Residential Building Permits. Chapter 487, Statutes of 2025 (Urgency)**

This measure allows an applicant developing a residential project under 10 units to hire a third-party plan checker to review their housing plans if the local agency cannot complete the plan checking within 30 business days of receiving a completed application. This measure requires local agencies to provide the applicant with an estimated timeframe for review of the application. This measure requires the local jurisdiction to review the third-party plan check within 10 business days after receiving it back from the third-party inspector, or the application is deemed approved. Finally, beginning on April 1, 2027, local agencies are required to provide in their APR the number of residential building permits reviewed by the city, county, private professional provider, and the number of full-time staff directly involved in the processing of residential building permits.

**AB 368 (Ward) Energy: Building Standards: Passive House Standards. Chapter 145, Statutes of 2025**

This measure requires the California Energy Commission to evaluate the cost effectiveness of passive housing building energy efficiency standards by climate zone and submit a report to the legislature on its findings.

**AB 628 (McKinnor) Hiring of Real Property: Dwellings: Untenantability. Chapter 342, Statutes of 2025**

This measure deems a housing unit untenantable if there is not a stove or refrigerator that is maintained in good working order for any lease that begins, is amended, or extended after Jan. 1, 2026.

**AB 1050 (Schultz) Unlawfully Restrictive Covenants: Housing Developments. Chapter 504, Statutes of 2025**

This measure authorizes owners of commercial properties who wish to redevelop the property to include residential units to utilize an existing legal process to remove restrictive covenants on the property that limit the number, size, or location of residences on the property or the number of persons or families who may reside there.

**AB 1308 (Hoover) Residential Building Permits: Inspections: Housing Accountability Act. Chapter 509, Statutes of 2025**

This measure requires a local building department to inspect a residential project with fewer than 10 units within 10 business days of receiving a notice of completion for permitted work authorized by a building permit issued for a housing project. Failure by a local agency to complete the inspection within the specified timeline will constitute a violation of the Housing Accountability Act.

**SB 655 (Stern) Dwelling Units: Indoor Temperature. Chapter 522, Statutes of 2025**

This measure declares that it is an established policy of the state that dwelling units must attain and maintain a safe maximum indoor temperature. This measure requires all relevant state agencies, as of Jan. 1, 2027, to consider this policy when revising, adopting, or establishing regulations that achieve the goal of this state policy.

**Common Interest Developments**

**SB 410 (Grayson) Common Interest Developments: Association Records: Exterior Elevated Elements Inspection. Chapter 516, Statutes of 2025**

This measure requires the owner of a separate interest in a common interest development to provide a copy of the exterior elevated element inspection to a prospective buyer and adds that the inspection report must be available as an association record for a homeowners' association.

**Landlord-Tenant**

**AB 246 (Bryan) Social Security Tenant Protection Act of 2025. Chapter 337, Statutes of 2025**

This measure allows tenants to use the interruption of social security payments from the federal government as an affirmative defense in an unlawful detainer proceeding until Jan. 20, 2029.

**AB 414 (Pellerin) Residential Tenancies: Return of Security. Chapter 340, Statutes of 2025**

This measure requires a landlord that receives security deposits or rental payments electronically to return the security deposit to the tenant electronically, unless the landlord and tenant agree to a different method of returning the security deposit.

**AB 863 (Kalra) Residential Rental Properties: Language Requirements. Chapter 344, Statutes of 2025**

This measure requires the Judicial Council to create by Jan. 1, 2027, a single summons form for mandatory use in an action for unlawful detainer to remove a tenant from a residential property in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean, and requires the Judicial Council to publish the form on its website.

**AB 1414 (Ransom) Landlord-tenant: Internet Service Provider Subscriptions. Chapter 506, Statutes of 2025**

This measure requires landlords to allow tenants to opt out of paying for any subscription from a third-party Internet service provider in connection with the tenancy if the tenancy begins, renews, or continues on a month-to-month basis after Jan. 1, 2026.

**SB 477 (Blakespear) California Fair Employment and Housing Act: Enforcement Procedures. Chapter 321, Statutes of 2025**

This measure modifies timelines for the Civil Rights Department to issue right-to-sue notices and tolls the statute of limitations to bring a civil action related to violations of the Fair Employment and Housing Act. This measure allows the Civil Rights Department to treat complaints involving multiple people as a single group case; pauses legal deadlines while an investigation, appeal, or parties attempt to resolve the issue outside of court; and delays right-to-sue notices until all group-related complaints and legal actions are completed.

**SB 610 (Pérez) Disaster Assistance: Tenants, Mobilehome Parks, and Mortgages. Chapter 547, Statutes of 2025**

This measure requires mobile home park owners and landlords to return advance rental payments to tenants within 21 days of the date of termination when a tenancy is terminated due to damage or destruction by a disaster. Additionally, this measure requires landlords to remove debris caused by a disaster and mitigate hazards arising from it. Finally, this measure requires landlords to forgo a tenant's obligation to pay rent if they are required to evacuate. If the tenant has already paid rent for the period of evacuation, the landlord must either return the rent within 10 days or allow the tenant to deduct the amount from the next month's rent.

**Community and Economic Development**

**AB 417 (Carrillo) Local Finance: Enhanced Infrastructure Financing Districts: Community Revitalization and Investment Authorities. Chapter 260, Statutes of 2025**

This measure expands the type of small business facilities that enhanced infrastructure financing districts (EIFDs) can acquire, purchase, or repair to foster economic recovery. This measure also allows EIFDs to amend their infrastructure financing plan without going through a complete set of hearing and notice procedures when adding participating taxing entities and their members to the public finance authority or to increase the amount of property tax revenue the EIFD can receive to account for the additional participating tax entities. Additionally, for community revitalization and investment authorities (CRIAs), this measure no longer requires CRIAs to meet both income and blight requirements; instead, they can meet one or the other. Finally, this measure allows CRIAs to reduce the percentage of an area that must have an annual median household income of less than

80% of the statewide, countywide, or citywide annual median income from 70% to 60% of census tracts.

**AB 1445 (Haney) Downtown Revitalization and Economic Recovery Financing Districts. Chapter 642, Statutes of 2025**

This measure enables local agencies to establish a downtown revitalization and economic recovery financing district for the purpose of financing commercial-to-residential conversion projects using incremental tax revenues generated by these conversions.

**Miscellaneous**

**\*AB 671 (Wicks) Accelerated Restaurant Building Plan Approval: California Retail Food Code: Tenant Improvements. Chapter 470, Statutes of 2025**

This measure requires local agencies to allow applicants for tenant improvements to a restaurant to use a licensed engineer or architect to certify that the plans comply with applicable building, health, and safety codes. It sets various timelines for local building departments to review permits provided by licensed engineers or architects. The measure requires local building departments to approve or deny applications within 20 days of receiving a completed application, or it is deemed approved. Additionally, it requires local building departments to approve or deny resubmissions within 10 business days of receiving them.

**AB 1529 (Cmte. on Housing and Community Development) Housing Omnibus. Chapter 203, Statutes of 2025**

This measure makes noncontroversial amendments to state law regarding housing and community development. Specifically, the measure does the following:

- Makes technical changes to the Preservation Notice Law (PNL) by clarifying that the Notice of Opportunity to Submit an Offer of Purchase must be provided prior to or concurrently with the 12-month notice to tenants of a possible conversion.
- Corrects a cross reference in AB 1893 (Wicks), Chapter 268, Statutes of 2024. The allowable density under AB 1893 for builder's remedy projects includes a 35 du/acre bump for projects in a "very low vehicle travel area, as defined in subdivision (h)." This definition is no longer in subdivision (h). The proposed language corrects the cross reference to "subdivision (b) of section 65589.5.1."
- Clarifies language from AB 2240 (Arambula), Chapter 523, Statutes of 2024 to make clear that rather than re-reviewing all state property, HCD and the coordinating agencies will use the existing list of state sites previously identified as candidates for affordable housing development under Executive Order N-06- 19 and AB 2233 (Quirk-Silva), Chapter 438, Statutes of 2022.
- Provides that the notice that a property is subject to AB 1482 (Chiu) Chapter 597, Statutes of 2019 may be provided in the lease or rental agreement instead of as an addendum to the agreement. AB 1482 limits rent-gouging in California by placing an upper limit of 5% plus inflation on annual rent increases. It also requires a landlord to have and state a just cause in order to evict tenants who have occupied the premises for a year.
- Makes changes to AB 1893 (Wicks) Chapter 268, Statutes of 2024 including expanding the definition of "disapproval" of a project to include a determination that a preliminary application expired for any reason other than those described in specified subdivisions of Section 65941.1. Because subsequent legislation added to and reordered those subdivisions, this bill corrects the cross-reference.
- Clarifies that when a housing project uses a land-use tool that triggers the rent limits and receives local, state, or federal loans or grants, the rent limits can be used if any of those

funding sources use the TCAC rent limits. • Clarifies language from AB 2240 (Arambula) Chapter 523, Statutes of 2024 to specify that rather than re-reviewing all state property, HCD and the coordinating agencies shall use the existing list of state sites previously identified as candidates for affordable housing development under Executive Order N-06-19 and AB 2233 (Quirk-Silva, Chapter 438, Statutes of 2022). • Adds a requirement to PNL that within 10 days of recording a notice of default, notice must also be provided to the affected public entities. Properties with regulatory agreements with low-income housing tax credits still have to maintain the tax credit rents for three years after foreclosure, but it is difficult to track those properties without proper notice prior to foreclosure.

### **SB 489 (Arreguín) Local Agency Formation Commissions: Written Policies and Procedures: Permit Streamlining Act: Housing Development Projects. Chapter 518, Statutes of 2025**

This measure requires Local Agency Formation Commissions (LAFCO) to post its written policies and procedures online and to include forms necessary to apply for a change or organization. This measure also requires LAFCOs involved in housing development projects to publish online the list of required information and criteria used to determine the completeness of an application.

### **SB 777 (Richardson) Abandoned Cemeteries: Report. Chapter 658, Statutes of 2025**

This measure requires the Cemetery and Funeral Bureau to convene a working group by March 1, 2026, to discuss options for the continued care, maintenance, and embellishment of abandoned cemeteries, including requiring counties to assume responsibility for maintenance, irrigation, public works, and burial services for cemeteries located within their boundaries that become abandoned. The working group must include representatives from a variety of organizations, including the League of California Cities, and requires the Cemetery and Funeral Bureau to submit a report to the legislature by June 1, 2026, to summarize the discussions and its recommendations.

### **SB 808 (Caballero) Civil Actions: Writs: Housing Development Projects. Chapter 527, Statutes of 2025**

This measure establishes an expedited review process for judicial review of a court's writs of mandate filed in response to the denial of a permit or other entitlement for housing development projects at both the trial and appellate levels.

## **Air Quality**

### **\*SB 415 (Reyes) Planning and Zoning: Logistics Use Developments: Truck Routes.**

This measure includes the cleanup legislation related to AB 98 (Chapter 931, Statutes of 2024), the warehouse design standards, truck route, and circulation element update bill. This measure allows local governments outside of the warehouse concentration region, as defined in AB 98, to develop a local ordinance rather than mandating a truck traffic update in the circulation element of the general plan by Jan. 1, 2028. For cities with 50,000 or fewer residents and counties with 100,000 or fewer residents, this measure allows those local governments to complete the ordinance adoption by Jan. 1, 2030. This measure offers an exemption from the circulation element or local ordinance requirement if a city or county does not have and is not approving any new or expanded logistics-use projects in its jurisdiction. If that changes, this measure requires the city or county to adopt an ordinance within two years. This measure also prevents the Attorney General from imposing penalties on local governments that are working in good faith to follow the law. This measure also revises the

definition of local roads to include roads predominantly serving commercial, agricultural, and industrial uses to prevent warehouse development near sensitive receptors.

**SB 71 (Wiener) California Environmental Quality Act: Exemptions: Transit Projects. Chapter 742, Statutes of 2025**

This measure extends the CEQA exemption for certain transportation-related projects indefinitely and adds new exemptions for specific transit planning activities. Until Jan. 1, 2030, CEQA exempts from its requirements active transportation plans, pedestrian plans, and bicycle transportation plans involving activities such as restriping streets and highways, installing bicycle parking and storage, adjusting signal timing to improve intersection operations, and adding related signage for bicycles, pedestrians, and vehicles.

**SB 611 (Richardson) Planning and Zoning: Community Plans: Review under the California Environmental Quality Act. Chapter 228, Statutes of 2025 (Urgency)**

This measure prohibits a court from invalidating a development project that was approved under an updated community plan that is being litigated under CEQA if the development project is approved before the court issues a stay in connection with a challenge to the environmental impact report or community plan update and the application for the development project was deemed complete before the court issues a stay, order, or writ.

**\*SB 676 (Limón) California Environmental Quality Act: Judicial Streamlining: State of Emergency: Wildfire. Chapter 550, Statutes of 2025**

This measure requires, on and after Jan. 1, 2027, a project whose intent is to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed by wildfire, located in a geographic area for which the Governor declared a state of emergency on or after Jan. 1, 2023, and the project is not otherwise exempt from CEQA, that the project be consistent with any applicable zoning and land-use ordinances. This measure requires the lead agency to prepare the record of proceeding for such projects concurrently with the administrative record under CEQA and consistent with existing law, and the lead agency may charge and collect a reasonable fee from the applicant who is requesting the concurrent preparation of the record of proceeding, thereby recovering all of the costs associated with this requirement. This measure also requires an action or proceeding brought to attack, review, set aside, void, or annul the certification of an environmental impact report, or the adoption of a negative declaration or mitigated negative declaration, for the project to be resolved, to the extent feasible, within 270 calendar days of the filing of the certified record of proceedings. This measure requires an applicant to agree to pay the costs of the trial court and court of appeal in hearing and deciding any action or proceeding brought under these provisions. This measure requires the Judicial Council to adopt rules of court to implement these requirements.

**SB 653 (Cortese) Wildfire Prevention: Environmentally Sensitive Vegetation Management. Chapter 778, Statutes of 2025**

This measure defines an environmentally sensitive vegetation management project to mean vegetation management that reduces catastrophic wildfire risk over the long term while supporting native wildlife and biodiversity.

**\*AB 1285 (Cmte. on Emergency Management) State Fire Marshal: Lithium-ion Battery Facilities: Guidance. Chapter 637, Statutes of 2025**

This measure requires the State Fire Marshal, in consultation with the Office of Emergency Services, to develop fire prevention, response, and recovery measures for utility-grade lithium-ion battery storage facilities.

**SB 57 (Padilla) Electrical Corporations: Data Centers: Report. Chapter 647, Statutes of 2025**

This measure authorizes the CPUC to assess the extent to which electrical corporation costs associated with new loads from data centers result in cost shifts to other electrical corporation customers. This measure requires the CPUC to submit an assessment completed pursuant to that authorization to the relevant policy committees of the Legislature and to publicly post a copy of the assessment on the CPUC's website on or before Jan. 1, 2027.

**SB 710 (Blakespear) Property Taxation: Active Solar Energy Systems. Chapter 328, Statutes of 2025**

This measure ensures that any newly constructed active solar energy system that qualifies under the existing property tax exclusion before Jan. 1, 2027, continues to do so after the exclusion sunsets on Jan. 1, 2027, until there is a subsequent change in ownership.

**AB 961 (Ávila Farías) Hazardous Materials: California Land Reuse and Revitalization Act Of 2004. Chapter 173, Statutes of 2025**

This measure extends the repeal date of the California Land Reuse and Revitalization Act from Jan. 1, 2027, to Jan. 1, 2037, which provides property owners immunity from liability from certain state statutory and common law pollution conditions caused by a release or threatened release of hazardous materials.

**AB 1459 (Cmte. on Environmental Safety and Toxic Materials) Hazardous Waste: Underground Storage Tanks. Chapter 89, Statutes of 2025**

This measure clarifies that a hazardous waste facilities permit is not required for the treatment of laboratory hazardous waste generated on-site if the hazardous waste is treated in containers using specific procedures and in quantities, and such procedures shall be prioritized in the handling of laboratory hazardous waste. If those specified procedures do not exist, this measure authorizes the use of the manufacturer's written procedures if they are not in conflict with current rules or regulations.

**\*SB 466 (Caballero) Drinking Water: Primary Standard For Hexavalent Chromium: Exemption.**

This measure prohibits a public water system that meets the total chromium maximum contaminant level (MCL) enforceable standard for drinking water in California from being determined, held, considered, or otherwise deemed in violation of the primary drinking water standard for hexavalent chromium while implementing a State Water Resources Control Board–approved compliance plan or while state action is pending on the proposed and submitted compliance plan.

## Current 2026 - Legislative Outlook - Significant Bills in Process

### **AB 735 (Carrillo) & SB 415 (Reyes)**

- These measures would update AB 98 (2024) on warehouse siting and design, clarifying standards and definitions, strengthening truck routes and circulation plans, requiring proper access points, improving signage, and setting rules for truck idling and electrical hookups

### **AB 1061 (Quirk-Silva)**

- Local governments can only block SB 9 projects in historic areas if the property is a historical landmark or a contributing structure within a historic district

### **AB 1026 (Wilson/Haney/Wicks)**

- Would set timelines for utilities to approve permits and energize projects, with average and maximum targets, and allow customers to report delays to the Public Utilities Commission

### **AB 75 (Cabaldon)**

- Would prohibit insurance companies from canceling policies based on aerial footage taken **180 days** before sending notice of the decision to homeowners and implement a dispute process

### **AB 1308 (Hoover/Wicks)**

- Bill would require the building department to conduct an inspection of the permitted work for new residential construction of a building and residential additions to an existing building **within 10 business days** of receiving a notice of the completion

### **AB 609 (Wicks)**

- Would create a new categorical CEQA exemption for qualifying urban multifamily housing projects to speed approvals

### **SB 569 (Blakespear)**

- Would require Caltrans to coordinate with local governments to remove homeless encampments on state highway property, including liaison offices, advisory committees, response timelines, and joint cleanups

### **AB 610 & Related Housing Element Bills**

- A suite of measures proposed to align local housing element obligations with housing production goals, address constraints, and refine fair housing provisions

### **SB 880 (Wahab)**

- A newly introduced (early 2026) bill on housing purchases that may intersect with affordability or acquisition policy

### **SB 417 (Cabaldon) / AB 736 (Wicks)**

- \$10 billion housing bond before voters for approval

**PLANNING COMMISSION  
RESOLUTION NO. 2025 - 02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
MURRIETA, CALIFORNIA, AMENDING AND RESTATING THE PLANNING  
COMMISSION RULES OF PROCEDURE.**

**WHEREAS**, Section 2.44.040 of the Municipal Code requires that the Planning Commission adopt Rules of Procedure to govern the conduct of its meetings and any of its other functions and activities, and regulations pertaining thereto; and

**WHEREAS**, the Planning Commission previously adopted Rules of Procedure by Resolution No. 91-001 on July 24, 1991, and subsequently amended the Rules related to meeting locations by Resolution No. 91-001.1, adopted on August 28, 1991, and related to meeting times by Resolution No. 95-003, adopted on May 10, 1995; and

**WHEREAS**, the Planning Commission previously adopted Rules of Procedure by Resolution No. 2010-20 on September 10, 2010; and

**WHEREAS**, the Planning Commission, having reviewed the adopted rules, desires to consolidate, amend, and restate its Rules of Procedure in their entirety,

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Commission of the City of Murrieta that the Planning Commission adopts the following as the Rules of Procedure for the Planning Commission pursuant to Development Code section 16.46.040:

**1. RULES OF ORDER, ORGANIZATION AND OFFICERS**

**1.1 Rules of Order.**

Except as otherwise provided in these Rules of Procedure, Roberts Rules of Order, Newly Revised, shall be used as a guide to the conduct of the meetings of the Planning Commission; except as may otherwise be provided by applicable law, no omission to conform to said rules of order shall in any instance be deemed to invalidate any action taken by the Commission.

**1.2 Organization.**

The Planning Commission consists of five regular members and shall be organized and exercise such powers as prescribed by Ordinance of the City of Murrieta.

**1.3 Officers.**

A. Selection

A Chairperson and Vice-Chairperson shall be elected annually from among the Commission's membership at the first meeting in February, to serve at the

pleasure of the Commission. No person shall serve more than two (2) consecutive terms as Chairperson or Vice-Chairperson. (MMC 2.32.030) The Chairperson and Vice-Chairperson shall be determined according to the following:

**B. Qualifications for Presiding Officers**

1. The Chairperson shall have served at least one year on the Planning Commission.
2. The Chairperson shall have served as Vice-Chairperson at some time prior to serving as Chairperson, with normal progression being from Vice-Chairperson to Chairperson.

**C. Term of Position as Presiding Officers**

1. The term of office of Chairperson shall be one year.
2. The term of office of Vice-Chairperson shall be one year.

**D. Rotation into Presiding Officer Positions**

1. The Chairperson shall be the most senior Commissioner who has not served as Chairperson, or if all Commissioners have served as Chairperson, the Planning Commissioner who has not served as Chairperson for the longest period of time, providing the Qualifications for Presiding Officers have been met.
2. The Vice-Chairperson shall be the most senior Commissioner who has not served as Vice-Chairperson, or if all Planning Commissioners have served as Vice-Chairperson, the Planning Commissioner who has not served as Vice-Chairperson for the longest period of time, providing the Qualifications for Presiding Officers have been met.
3. Notwithstanding subsections 3.1.3.1 and 3.1.3.2, above, Commissioners newly appointed to the Planning Commission in 2010 and thereafter shall be placed at the end of the rotational queue of all existing Planning Commissioners for service as Chairperson and Vice-Chairperson.
4. In the event two or more Commissioners are newly appointed at the same time, the rotation shall be based on the drawing of straws, with the Commissioner drawing the shortest straw going first in the rotation and so on. However, Commissioners re-appointed to successive terms will remain in the rotation order established with their initial appointment.
5. Recognizing the responsibility placed on the Chairperson and Vice-Chairperson, no Commissioner shall have the obligation to serve as either Chairperson or Vice-Chairperson should he or she not wish to do so.
6. A Commissioner shall not serve successive terms as Chairperson or Vice-Chairperson unless all other Commissioners decline to serve.

- E. The Vice-Chairperson shall succeed the Chairperson if he / she vacates the office before the term is completed and shall serve the unexpired term of the vacated office. (A new Vice-Chairperson shall be elected at the next regular meeting.)
- F. In the absence of the Chairperson and Vice-Chairperson, any other Commissioner shall call the Commission to order whereupon a Chairperson pro tem shall be elected from the Commissioners present to preside.
- G. Responsibilities
  - 1. The Chairperson shall
    - a) Preside at all meetings of the Commission.
    - b) Call special meetings of the Commission in accordance with legal requirements and the Rules of Procedure.
    - c) Sign documents of the Commission.
    - d) See that all actions of the Commission are properly taken.
    - e) Assist staff in determining agenda items.
    - f) The Chairperson shall be an ex-officio member of all committees of the Planning Commission with voice but not vote.
  - 2. Vice-Chairperson. During the absence, disability, or disqualification of the Chairperson, the Vice-Chairperson shall exercise or perform all the duties and be subject to all the responsibilities of the Chairperson.
  - 3. The City Planner, or other person acting in that capacity, with the assistance of his/her staff, shall be responsible for providing the Commission with proposed minutes of its meetings, with proposed forms of resolutions when appropriate, with staff reports and recommendations on matters of business which come before the Commission, and with proposed forms of recommendations and reports for the Commission.

#### **1.4 Powers and Duties.**

The functions, powers, and duties of the Planning Commission shall be all those functions, powers, and duties of a Planning Commission and Board of Zoning Adjustment as provided in Chapters 3 and 4 of Title 7, commencing with Section 65100 of the California Government Code (Planning and Zoning Law) as the same may be hereafter amended. The Planning Commission shall perform such other duties and functions as may be designated by the City Council.

## **2. MEETINGS, STUDY SESSIONS, AGENDAS, AND STAFF REPORTS**

### **2.1 Quorum.**

A quorum to conduct business shall consist of a minimum total of three members of the Commission (MMC section 2.44.040). A quorum is not required for workshops.

Commissioners who live or own property within 500 feet of a property that is the subject of a hearing by the Commission are presumed to be ineligible to participate in deliberations or vote on that item, as specified by the regulations promulgated by the Fair Political Practices Commission.

Commissioners who own property that is more than 500 feet but less than 1,000 feet from a property that is under review by the Commission shall determine, after consultation with the City Attorney or the Fair Political Practices Commission, if the project would have a material financial effect on the Commissioner's property, which occurs when the decision would change the Commissioner's property's development potential, income producing potential, highest and best use, or character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels or air quality and, if so, shall notify the Staff that the Commissioner is disqualified from deliberations on that item.

### **2.2 Public Meetings.**

All meetings shall be held in full compliance with the provisions of state law, ordinances of the City, and these Rules of Procedure.

### **2.3 Regular Meetings.**

Regular meetings of the Commission shall be held on the second and fourth Wednesdays of each month in City Council Chambers at One Town Square, Murrieta, unless otherwise determined by the Commission. All regular meetings of the Commission will be called to order at 6:00 p.m., unless advertised otherwise, canceled, or rescheduled.

The Commission will, except under exceptional circumstances, and with the consent of the majority of the Commission, adjourn its meetings on or before 11:00 p.m. with any unfinished business being continued to the next regular, adjourned, or special meeting, unless the Commission votes to extend the meeting. At approximately 10:00 p.m., the Chairperson will call for review of any remaining agenda items to consider whether they will likely be completed by 11:00 p.m., or whether continuances should be considered. The City Planner, or designee, will post notice of any continued hearing or other unfinished business, as required by law.

### **2.4 Special Meetings.**

A special meeting may be called at any time by the Chairperson of the Commission, or by a majority of its membership on its own motion, or at the direction of the City Council. Notice shall be sent in compliance with the Brown Act and the MMC. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at the meeting.

## **2.5 Adjourned Meetings.**

The Commission may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Ralph M. Brown Act, Government Code section 54950, et seq. ("Brown Act").

## **2.6 Workshops/Study Sessions.**

The Commission may hold a workshop as part of a regular, adjourned, or special meeting. When a matter is set for a workshop, public testimony on each item will generally be limited to three (3) minutes or more per person, at the discretion of the Chairperson. Public notice for workshops on specific matters for which public hearings are anticipated in the future will be given in the same manner as that required for public hearings, and a record of the workshop shall be entered into the minutes of any such future public hearings. A Workshop shall be for discussion only, and the Commission will take no action on the workshop item and no quorum shall be required.

## **2.7 Agendas.**

At least seventy-two (72) hours before a regular meeting, copies of the Commission's agenda shall be posted in a location that is available for viewing by the public and made available at the office of the City Planner. In accordance with the Brown Act, the Commission may not take action on any item that did not appear on the posted agenda, unless an exception is made as permitted under Government Code section 54954.2. The Chairperson may rearrange the order of presentation of items appearing on the agenda as he or she may deem necessary or desirable for the conduct of the meeting. No person shall be entitled to rely upon the order in which public hearing items appear on the posted agenda, and any public hearing on any agenda may commence immediately upon the time the meeting is called to order.

## **2.8 Staff Reports.**

When staff reports exist, they shall be made public whenever they are distributed to the Commission, except in the case of attorney/client privilege memoranda. Staff reports shall be prepared with recommendations and shall include the basis for these recommendations, and included in the hearing record on any application.

If, in reviewing a Staff Report, a Commissioner sees omissions, has questions, or is looking for specific information, it is advisable that the Commissioner contact the City Planner or Staff Planner directly prior to the hearing.

## **2.9 Order of Meetings.**

- A. UNLESS THE CHAIRPERSON IN HIS OR HER DISCRETION OTHERWISE DIRECTS, THE ORDER OF BUSINESS SHALL BE AS FOLLOWS:
1. The Chairperson shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Commission to order.
  2. Members present and absent shall be recorded.
  3. Pledge of Allegiance shall be made.

4. Public comment shall be taken, during which any member of the audience may comment on any matter which is **not** listed on the agenda for public hearing. A time limit of three minutes may be imposed on each individual if the Chairperson in his or her discretion so directs.
  5. The agenda shall be approved as submitted or revised (to the extent permitted by law).
  6. The minutes of any preceding meeting shall be submitted for approval.
  7. The public shall be advised of the procedures to be followed in the meeting.
  8. The Commission shall then hear and act upon those proposals scheduled for consideration at public hearing, followed by such other matters of business and reports as the Commission or City Planner to require Commission consideration, and as may be properly considered at that time.
  9. Adjournment.
- B. No action shall be taken by the Commission during any regular meeting on any item not appearing on the posted agenda unless any of the following conditions apply:
1. A majority of the Commission determines that an "emergency situation" exists,
  2. The Commission determines by a two-thirds vote, or by a unanimous vote if less than two thirds of the Commissioners are present, that the "need to take action" on the item arose subsequent to the posting of the agenda, or
  3. The item was included in a properly posted agenda for a prior meeting occurring not more than five days prior to the date of the meeting at which the action is taken and was continued to the meeting at which the action is taken.

## **2.10 Chairperson's Rules of Order.**

- A. After issuing a warning, the Chairperson may order from the Commission Chambers any person(s) who commit the following acts with respect to a regular or special meeting of the Commission:
1. Disorderly, contemptuous or insolent behavior toward the Commission or any member thereof, which interrupts the due and orderly course of said meeting.
  2. A breach of the peace, boisterous conduct or violent disturbance, which interrupts the due and orderly course of said meeting.
  3. Disobedience of any lawful order of the Chairperson, which shall include an order to be seated or refrain from addressing the Commission or debating with other members of the public.
  4. Any other interference with the due and orderly course of the meeting.

5. When there is no provision of these rules of procedure applicable to the conduct of the meeting or hearing of the Commission, the Chairperson shall devise appropriate rules and make final decisions on any points of order, which may arise with the concurrence of the majority of the Commission.
- B. Any Commissioner may move to require the Chairperson or person presiding at the meeting to enforce the rules, and the affirmative vote of a majority of the Commissioners present shall require him or her to so act.
- C. Commissioners shall accord the utmost courtesy to other Commissioners, to City employees, and to the public appearing before the Commission, and shall refrain at all times from derogatory remarks, negative reflections as to integrity, abusive comments, and statements as to motive and personality.

### **3. PRESENTATION OF AGENDA ITEMS**

#### **3.1 Minutes and Recording.**

Commission meetings are recorded, and in accordance with the policies of the City, the recording is permanently preserved by the City. The recording of the meeting is used by the Commission Clerk, to prepare minutes of the hearing which must be approved by the Commission. The approved minutes of a meeting shall serve as the official record of that meeting. The minutes of the Commission's proceedings shall show the vote of each Commissioner, including if they were absent or failed to vote on a matter considered. A copy of the recorded minutes may be purchased at its reproduction cost.

#### **3.2 Order of Presentation.**

- A. Unless the Chairperson in his or her discretion should direct otherwise, the order of the presentation should be as follows:
  1. The Chairperson shall call the matter by announcing the subject of the public hearing or other proposal as advertised.
  2. Requests made for continuance, shall be consistent with Section 5.4 of these rules.
  3. Presentation of staff report, including any environmental analysis or recommendation.
  4. Take questions from Commission Members to staff.
  5. Open Public Hearing.
    - a. Take testimony - applicant, proponents, opponents.
    - b. Allows applicant's rebuttal.
  6. Commission deliberates
  7. Close Public hearing.
  8. Call for a motion and a second.

9. Discuss/debate matter until there appears to be a consensus or debate ends.
10. Call for vote and vote.

Public hearings may be reopened by a motion of a Commissioner and approval by the Commission majority at any time during the meeting to permit additional testimony and evidence, or to permit reconsideration of an action or for any other reason. Any new questions of the applicant or appellant, or of the interested public, shall require the public hearing be reopened.

### **3.3 Rules of Evidence.**

Hearings and meetings before the Commission need not be conducted according to formal rules of evidence. Any relevant evidence may be considered if it is the sort of evidence upon which reasonable persons are accustomed to rely upon in the conduct of serious affairs. The Chairperson may rule irrelevant or redundant testimony out of order and may make such other rulings as may be necessary for the orderly conduct of the proceedings while ensuring basic fairness and full consideration of the issues involved. Any Commissioner may raise a point of order with the Chairperson to exclude irrelevant or out-of-order testimony from the public.

### **3.4 Burden of Proof.**

The burden of proof of all legal prerequisites to the granting of the relief or action sought shall be upon the party requesting such relief or action.

### **3.5 Written and Pictorial Evidence.**

Written or pictorial evidence that members of the public wish to submit to the Commission in advance of a Commission agenda item should be submitted by 12:00 p.m. on the Wednesday one week prior to the Commission meeting in order for such evidence to be provided to the Commission with its agenda packet in advance of the meeting. Written or pictorial evidence distributed to the Commission at the meeting may not be effective, as the Commission may not have enough time to absorb its content. Any e-mailed evidence should be submitted to [planningcommission@murrietaca.gov](mailto:planningcommission@murrietaca.gov) and must be received no later than 12:00 noon on the day of the hearing to be printed and distributed at the meeting.

Although late correspondence is highly discouraged, any citizen may submit written and pictorial evidence to the Commission through the City Planner up to and during the public hearing on an item. This paragraph shall be liberally construed so as to allow for fair public hearings.

**\*\*Written materials related to an appeal are required to be submitted 9 days prior to the scheduled hearing in accordance with MMC 16.78.060\*\***

### **3.6 Oral Evidence, Time Limits, and Number of Speakers.**

- A. A request to speak on an item must be submitted to the Commission Secretary prior to the completion of the remarks of the first speaker on the item. No request forms will be accepted after that time and no additional speakers will be allowed to speak on the item being discussed.

- B. The Chairperson's instructions to the audience will generally follow these guidelines:
1. Any person desiring to speak must first be recognized by the Chairperson.
  2. All participants must speak from the podium.
  3. All speakers are requested to first state their full names and the names of any persons in whose behalf they are appearing (if any).
  4. All comments must be made clearly and audibly.
  5. All comments shall be directed to the Commission as a body, and not to any particular Commissioner or Staff.
  6. No person, other than Commissioners, Staff, and the person having the floor shall be permitted to enter into the discussion.
  7. No questions shall be asked of Commissioners, except through the Chairperson.
  8. Repetition of comments should be avoided.
  9. Typically, each applicant and appellant will be limited to a 15-minute presentation and a 10-minute rebuttal (if requested).
  10. All other persons in favor or opposed to the requested action will be typically limited to a three- (3) minute presentation each. Persons may use up to 12 minutes of time allotted by others, present at the meeting, who have submitted speaker slips and donated their time to such person.
  11. No person shall be allowed to speak a second time except in unusual circumstances and at the discretion of the Chairperson.
  12. Due to unusual complexity of a particular item, the Chairperson, at his or her discretion, may allocate more than 15 minutes to an applicant or appellant and more than 10 minutes to all other speakers. Due to a large number of speakers on a particular item, the Chairperson, at his or her discretion, may allocate a specific amount of time to each side, and allow those wishing to speak on each side to designate a spokesperson or to divide the allotted time among themselves.

### **3.8 Evidence Received Outside a Hearing.**

The Commission does not encourage the receipt of information or evidence on a particular pending matter outside of hearings. If any Commissioner receives information during a site visit or through any other means, which he or she feels is pertinent to a pending matter, he or she shall disclose the information or evidence so received during the hearing on the matter. The applicant or appellant shall have the opportunity to supplement or rebut the information or evidence so disclosed, and failure to do so shall be deemed a waiver of any objection regarding the information or evidence.

### **3.9 City Attorney.**

The Chairperson (or any member of the Commission via the Chairperson) may request the City Attorney (or his or her assistant) to explain, either in writing or orally to Staff, as appropriate, a legal opinion on a particular matter. The City Attorney or his or her assistant may further advise the Chairperson on matters of evidence and procedure which may arise, including, but not limited to, the desirability of closed sessions to discuss pending or potential litigation.

Commissioners are able to contact the City Attorney directly with regard to any concerns about potential conflicts of interest.

#### **4. MOTIONS**

##### **4.1 Motions – Second.**

Action upon an order, resolution, ordinance, or any other action of the Commission may be proposed by any Commissioner by a motion. A motion to adjourn shall always be in order except during roll call. The Chairperson may make a motion only after all other Commissioners of the Commission present have had an opportunity to make a motion on the question. Before a motion can be considered or debated it must be seconded, at which time it shall be on the floor and must be considered. If not seconded, the motion is lost for lack of a second and shall be so declared by the Chairperson.

##### **4.2 Amendment of a Motion.**

A motion on the floor may be amended at any time before adoption or rejection. When an amendment is offered, the maker of the motion and the Commissioner who seconded the motion will be given an opportunity by the Chairperson to accept the amendment. If the maker of the motion and the Commissioner who seconded the motion agree to the amendment, the original motion as amended will then be considered. If either the maker of the motion or the Commissioner who seconded the motion does not accept the amendment, the Commission will debate and take action on the amendment before acting on the original motion. If the amendment is not adopted, the original motion will then be considered. If the amendment is adopted, the original motion as amended will then be considered.

##### **4.3 Withdrawal of Motion or Second.**

A motion may be withdrawn by the maker at any time before adoption or rejection, with consent of the second. A second to a motion may be withdrawn by the seconding Commissioner at any time before adoption or rejection of the motion. The motion will then be lost for lack of a second and so declared by the Chairperson unless seconded by another person.

##### **4.4 Tabling a Motion.**

At any time after a motion has been seconded, any Commissioner may move to table a motion. If the tabling motion is adopted, the original motion will remain on the floor but may not again be considered at the meeting at which it was made. The original motion will be considered and voted upon at a regular meeting of the Commission, specified in the motion, unless again tabled at that time. If not considered at such meeting, it will be deemed lost. If the tabling motion is not adopted, consideration of the original motion will continue.

##### **4.5 Discussion, Closure, and Question.**

After a motion has been seconded, any Commissioner may discuss or comment on the subject of the motion. The Chairperson will recognize Commissioners who desire to speak, beginning with the motion's maker, and will protect each speaker from disturbance or interference. When no Commissioner wishes to discuss or comment further, the Chairperson will call for a vote on the motion. Any Commissioner may, at any time, move to close the debate.

#### **4.6 Motions for Reconsideration.**

Motions for reconsideration of a matter may be made by any Commissioner who voted with the prevailing majority on the matter to be reconsidered. Any Commissioner may second a motion to reconsider. Motions to reconsider shall be made at the same meeting as the original motion or an adjourned meeting on the succeeding day. If the matter to be reconsidered was considered at a public hearing, the public hearing will be reopened before additional evidence is received.

## **5. DECISION-MAKING**

### **5.1 Voting.**

Three Commissioners shall constitute a quorum and an affirmative vote of a majority of those Commissioners present and voting (but not less than two votes) shall be required to carry a motion, unless a larger number of votes is required by applicable ordinance or other law.

#### **A. Tie Votes**

Any tie vote shall constitute a denial of the motion and may be reconsidered by a motion offered by any Commissioner who voted on the matter. If there is no action by an affirmative vote, the result is denial. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-maker from which the appeal was taken, unless the appeal includes the appeal of an environmental determination. For appeal of an environmental determination, approval of the environmental determination requires an affirmative vote.

#### **B. Abstentions/Recusals**

1. Abstentions are permissible to avoid an appearance of impropriety where no legal conflict exists. Abstentions shall not count as votes for the purpose of determining whether there has been an affirmative vote of a majority of the Commissioners present, but shall be counted for the purpose of determining whether a quorum is present.
2. If a Commissioner is not eligible to participate in the consideration of an item due to a conflict of interest, the Commissioner shall be disqualified and shall recuse him or herself from the voting, in which case the Commissioner cannot be included in the quorum. Prior to consideration of the matter, the conflicted Commissioner shall recuse on the record, stating the basis for the recusal, and shall then leave the room, unless legally entitled to remain under applicable law.

3. If a majority of the Commission shall be disqualified to vote on a matter by reason of actual or apparent conflict of interest, the Commission shall select by lot or other means of random selection, or by such other impartial and equitable means as the Commission shall determine, that number of disqualified Commissioners which, when added to the Commissioners eligible to vote shall constitute a quorum.

C. Roll Call

Voting upon a motion may, at the discretion of the Chairperson, and shall, upon the request of any Commissioner, be by roll call. When voting is not by roll call, the Chairperson may, in the absence of objection by any Commissioner of the Commission, declare an item to be unanimously approved. The order of voting should be rotated each meeting except that the Chairperson should vote last.

D. Motions Include Staff Recommendations

A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in both the written staff report on file on the matter and any oral staff report presented during the hearing.

E. Absentees

A Commissioner who is absent from any portion of a hearing conducted by the Commission may vote on the matter at the time it is acted upon, provided that

1. he or she has either reviewed the approved minutes of the hearing, or viewed the video recording of the entire portion of the hearing from which he or she was absent, and
2. if she or he has examined all of the staff report or minutes presented during the portion of the hearing from which he or she was absent; and
3. he or she states for the record before voting that the Commissioner deems himself or herself to be as familiar with the record and with the evidence presented at the hearing as he or she would have been had he or she personally attended the entire hearing.

**5.2 Findings.**

On any matter for which state law or City ordinance requires the preparation of written findings, the staff report submitted on the matter will contain findings proposed for adoption by the Commission.

Any motion directly or impliedly rejecting the proposed findings should include a statement of alternative or modified findings or a direction that the matter under consideration be continued for a reasonable period of time in order for staff to prepare a new set of proposed findings consistent with the evidence which has been presented and the decision which is anticipated.

**5.3 Consent Items.**

Items that require little or no discussion by the Commission may be considered as consent items. The Commission will act on these items in one motion at the beginning of the meeting. Approval by the Commission of consent items means that the staff recommendation was approved along with the findings and conditions set forth in the staff report. Any Commissioner of the Commission may request that consent items be considered in their regular order on the agenda. Removal of an item from the consent calendar is subject to approval by a majority of the Commissioners present.

#### **5.4 Continuances.**

Upon a showing of good cause and by request of the applicant, member of the public, or a Commissioner, the Chairperson, at the time set for a hearing on a particular item, may order the hearing to be continued. Upon the request of any Commissioner, continuance decisions shall be made by a motion and roll call vote of all Commissioners present. If the action is to continue a hearing to a specified date, no additional public notice is necessary. If the action is to continue the item to an unspecified date, additional public notice shall be given in accordance with state law.

### **6. CONSTRUCTION AND EFFECT**

These procedural rules shall be construed and applied so as to ensure a full and fair hearing of relevant evidence which is offered on a land use matter and to facilitate an orderly analysis of evidence and issues by the Commission. Failure to comply with the strict provisions of these rules shall not necessarily invalidate any action taken by the Commission.

### **7. REVIEW AND AMENDMENTS PROCEDURES**

Adoption and implementation of these rules is intended to be consistent with the provisions of California Government Code section 65010(b) and Murrieta Municipal Code section 2.44.060.

#### **7.1 Annual Review.**

These Rules of Procedure shall be reviewed annually in July by the Commission to determine whether an amendment is appropriate or necessary.

#### **7.2 Amendment.**

In addition, these Rules of Procedure may be amended at any meeting of the Planning Commission by a majority of the membership (three affirmative votes) of the Commission provided that notice of the proposed amendment is received by each Commissioner not less than five (5) days prior to said meeting.

**PASSED, APPROVED, AND ADOPTED** THIS 12<sup>th</sup> DAY OF February, 2025 by the following call vote:

*Dennis Vrooman*  
\_\_\_\_\_  
Planning Commission Chairperson

ATTEST:

*Carl Stiehl*  
\_\_\_\_\_  
Carl Stiehl, City Planner

I, Carl Stiehl, City Planner, City of Murrieta, California do hereby certify under penalty of perjury that the foregoing Resolution was duly adopted at a regular meeting of the Planning Commission on the 12<sup>th</sup> day of February 2025 by the following roll call vote:

AYES: Vrooman, Beamish, Desena  
NOES: None  
ABSENT: LaPaglia, Wojcik  
ABSTAINED: None

*Carl Stiehl*  
\_\_\_\_\_  
Carl Stiehl, City Planner