

City of Murrieta - Murrieta Hills Development Agreement Obligation Matrix

DA Section	Description	Response	Date Completed
1	Definitions.	Noted.	N/A
2	Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for an initial term often (10) years, plus two (2) automatic extension of five (5) additional years each if reasonably necessary for the successful development of the Project and if Owner is not in default under this Agreement. Any development, construction, operation or use in connection with the Project that is initiated within the Term by the submittal of an application by or on behalf of Owner shall be deemed to comply with this Agreement.	Pulte applied for an extension of time for TTM 35853, which was approved by the City on February 18, 2025, under time extension application (EXT-2024-00015). The new expiration date of the Tentative Tract Map is January 5, 2032.	Exp: 01/05/32
3	Annexation as a Condition Precedent. Although this Agreement shall be executed and recorded following the effective date of the Development Agreement Ordinance, final approval of the Annexation by LAFCO shall be a condition precedent to this Agreement becoming valid, effective, and enforceable by the Parties.	The effective date of the Development Agreement is the date of annexation into the City. LAFCO approved annexation of the Specific Plan area into the City of Murrieta on 12/07/22 by LAFCO Resolution 23-22 (Recording Number 2022-0493989). The pre-annexation development agreement (DA 2018-1631) dated January 6, 2022, was recorded on May 30, 2024 (Document Number: 2024-0156969). The City Council of the City of Murrieta approved the Development Agreement by Ordinance No. 569-01, which was adopted on December 7, 2021. The vesting date is January 6, 2022.	12/7/2022
4	Termination. This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events: (a) Expiration of the Term; (b) Completion of the Project in accordance with the Project Approvals and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Project Approvals and this Agreement; (c) As for any specific lot containing a residential dwelling or other structure within the Project, this Agreement shall be terminated as to such lot upon the issuance by City of a certificate of occupancy for the dwelling or other structure constructed thereon; (d) Entry of final judgment or issuance of a final order directing City to set aside, withdraw, or abrogate City's approval of this Agreement or any material part of the Project Approvals; (e) The effective date of a party's election to terminate the Agreement as provided in Section 24 of this Agreement; or In the event of a termination of this Agreement with respect to any portion of the Project, any then-existing rights and obligations of the parties with respect to such portion of the Project shall automatically terminate and be of no further force, effect or operation. No termination of this Agreement with respect to any portion of the Property or Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project. In no event shall the expiration or termination of this Agreement result in any expiration or termination, without further action of City, of any Development Approval then in existence.	The Project is undergoing condition satisfaction and is currently consistent with the terms of the Agreement.	

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5	<p>Vested Right to Develop. Owner shall have a vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals, and other Applicable Law. Nothing in this Section shall be deemed to eliminate or diminish the requirement of Owner to obtain any Subsequent Approvals required by law.</p>	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	
6	<p>Permitted Uses Vested by This Agreement. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in this Agreement, the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.</p>	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	
7	<p>Applicable Laws. The rules, regulations, official policies, standards and specifications applicable to the Project shall be those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances, resolutions and codes) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Vesting Date of (collectively, the "Applicable Laws"), as further defined in Section 1(b) of this Agreement. It is expressly understood by the Parties that Applicable Laws do not include TUMF fees. In the event of a discrepancy between ordinances, rules, regulations and official policies and the Project Development Approvals, the Project Development Approvals shall govern the development standards of the Project.</p>	<p>The Project is undergoing condition satisfaction and is currently consistent with the terms of the Agreement.</p>	

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<p>8</p>	<p>Changes in Applicable Laws. a. Non-Application of Changes in Applicable Laws. Any change in, or addition to, the Applicable Laws, including, without limitation, any change in any applicable general or specific plan, zoning ordinance or building regulation adopted or becoming effective after the Vesting Date, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council or Planning Commission or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project (collectively, a “New Law”) and which would conflict with the Development Plan, including this Agreement or the Project Approvals, shall not be applied to the Project or the Property unless such changes represent an exercise of the City’s Reserved Powers (as defined herein) or are otherwise expressly allowed by this Agreement or consented to in writing by Owner. Without limiting the generality of the foregoing, and except as provided otherwise in this Agreement, any New Law shall be deemed to conflict with the Applicable Laws if it would reduce the development rights provided hereby, or if it would create any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project: (i) Change any land use designation or permitted use on the Property allowed by the Entitlements or limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or the number of proposed non-residential buildings or other improvements; (ii) To the extent that public utilities are to be provided by the City under this Agreement, City agrees not to limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) necessary to serve the Project; (iii) Limit or control the rate, timing, phasing, or sequencing of the approval, development or construction of all or any part of the Project in any manner that could result in having to substantially delay construction of the Project or require the issuance of additional permits or approvals by the City other than those required by Applicable Law; or</p>	<p>The Project is undergoing condition satisfaction and is currently consistent with the terms of the Agreement.</p>	
<p>9</p>	<p>Timing of Development and Phasing. Except as set forth in Agreement, regardless of any future enactment, by initiative, or otherwise, Owner shall have the discretion to not develop the Property, or to develop the Property in one phase or in multiple phases at such times as Owner deems appropriate within the exercise of its subjective business judgment. In acknowledgement of the holding in Pardee Construction Company v. City of Camarillo, 37 Cal. 3d 465 (1984) the Parties specifically agree that Owner shall be entitled to apply for and receive permits, maps, occupancy certificates, and other entitlements to develop and use the Property at any time during the term of this Agreement, provided that such application is made in accordance with this Agreement and the Applicable Regulations. Development of the Property shall be subject to all timing and phasing requirements established by the Development Plan. Notwithstanding any other provision of this Agreement to the contrary, in no event is Owner obligated by the terms of this Agreement or the other Development Approvals to affirmatively act to develop all or any portion of the Project, pay any sums of money (with the exception of any assessment district or other public finance district lawfully formed to include the Property), dedicate any land, indemnify any party, or otherwise meet or perform any obligation with respect to the Property, except and only as a condition of development of any portion of the Property.</p>	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	

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10	<p>Modifications and Amendments.</p> <p>a. Amendments to Project Development Approvals. It is contemplated by City and Owner that Owner may, from time to time, seek amendments to one or more of the Project Development Approvals. Any such amendment shall be processed in accordance with the Applicable Laws. Such amendments are contemplated by City and Owner as being within the scope of this Agreement as long as they are consistent with the Applicable Laws and shall, upon approval by City, continue to constitute the Project Development Approvals as referenced herein. The Parties agree that any such amendments shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.</p> <p>b. Project Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in any Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Applicable Laws, except as otherwise provided by this Agreement. If approved, such change in the Existing Development Approvals shall be incorporated herein by this reference and shall be added to the list of Existing Development Approvals set forth on Exhibit "B," as may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and shall not require an amendment to this Agreement provided such change does not:</p> <ul style="list-style-type: none"> (i) Alter the permitted uses of the Property as a whole; or, (ii) Increase the density or intensity of use of the Property as a whole; or, (iii) Increase the maximum height and size of permitted buildings; or, (iv) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole, except where such deletion is authorized under the Development Plan; or, (v) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to CEQA. 	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	
11	<p>Amendment or Cancellation of Agreement.</p> <p>This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in the manner provided for in Government Code Section 65868. No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto. This provision shall not limit the City's or Owner's remedies as provided by Section 24. Where a portion of Owner's rights or obligations under this Agreement have been transferred pursuant to Section 14 of this Agreement, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to amend this Agreement unless such amendment would materially alter the rights or obligations of such assignee/transferee.</p>	<p>As of February 2026, Pulte is actively working on submittals and plan check review of the first mass grading permit with City staff. Initial land development activities will commence following issuance of permit.</p>	

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<p>12</p>	<p>Final Lotting. The total number of units within any of the individual residential villages shall be permitted to increase or decrease between the tentative and final residential lot subdivision maps, subject to the limitations set forth in this Section. The City shall give its approval for such minor modifications, by determining that the final map is in substantial conformance with the approved tentative map, so long as all of the following criteria are satisfied in the reasonable judgment of the City Engineer: (a) The increase or decrease is within 10 percent of the total number of units assigned to the individual residential village by the approved tentative subdivision map. (b) The increase or decrease is consistent with the goal, policies and requirements of the General Plan, Specific Plan, and this Agreement. (c) The increase or decrease does not modify street configurations or lot depths to the extent that the final map is no longer in substantial conformance with the approved tentative map or result in modification to any lot lines conditioned to remain fixed by the tentative map. (d) The increase or decrease does not result in any new or substantially more severe significant adverse environmental impacts beyond those identified in the EIR. (e) The increase or decrease does not result in modification to conditions of the approved tentative map. (f) The increase or decrease does not result in the total number of units within the Project exceeding 750. The precise process and requirements for approval of any increase or decrease in units shall not violate Applicable Law.</p>	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	
<p>13</p>	<p>Extension of Tentative Maps. In accordance with Government Code Section 66452(a)(1), all tentative subdivision maps and tentative parcel maps, whether vesting or not, which may be approved by the City in connection with development of the Project, shall be extended for the greater period of (a) the Term of this Agreement, including any extensions thereof, or (b) such maximum total time as is permitted in accordance with the State Subdivision Map Act (Government Code Sections 66410 et seq.) and Applicable Law.</p>	<p>Pulte processed an application for an extension of time for TTM 35853, which was approved by the City on February 18, 2025, (EXT-2024-00015). The new expiration date of the map is January 5, 2032.</p>	<p>Exp: 01/05/32</p>

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<p>14</p>	<p>Assignment.</p> <p>a. Right to Assign. The Owner shall have the right to sell, transfer, or assign this Agreement in whole or in part to Pulte Home Company, LLC, a Michigan limited liability company and manager of Owner, as well as to any person, partnership, joint venture, limited liability company, firm or corporation acquiring an interest or estate in the Property, or any portion thereof (each, a "Transferee"), for financing purposes or to the extent such sale, transfer or assignment does not cover more than 50% of the Property (or in the event such sale, transfer or assignment does cover more than 50% of the Property, if Owner maintains management control over all such portion of the Property) at any time during the Term of this Agreement, without the prior written consent of the City. Any other sale, transfer, or assignment of this Agreement other than as set forth in the immediately preceding sentence shall require the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Any sale, transfer or assignment shall include the assignment and assumption of the rights and duties set forth herein, and shall be made in compliance with the following conditions precedent:</p> <p>(i) No sale, transfer, or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer, or assignment of all or a portion of the Property. Any partial transfer hereunder shall be in full compliance with the City's subdivision requirements.</p> <p>(ii) Concurrent with any such sale, transfer or assignment the Owner shall notify City, in writing, of such sale, transfer, or assignment and shall provide City with an executed agreement, in substantially the form attached hereto as Exhibit C, by Owner and the Transferee, and providing therein that the Transferee expressly and unconditionally assumes all the duties and obligations of the Owner under this Agreement as to the Property or portions of the Property transferred (the Assignment and Assumptions Agreement). The Assignment and Assumption Agreement shall also provide (i) that the Transferee has the vested rights to improve the portion of the Property acquired, pursuant to the terms and conditions of this Agreement, (ii) the address for Transferee for any notices to be given hereunder, and (iii) any other matter deemed by Owner to be necessary or appropriate in connection with the transfer or assignment. Any sale, transfer, or assignment not made in compliance with the foregoing conditions shall constitute a default by the Owner under this Agreement.</p> <p>b. Release of Transferring Owner. Upon approval by the City of the executed Assignment and Assumption</p>	<p>The Project is undergoing condition satisfaction and is currently consistent with the terms of the Agreement.</p>	
<p>15</p>	<p>Public Improvements. Owner shall be required to construct or cause to be constructed those public improvements ("Public Improvements") necessary to serve the Project and as set forth in the Development Approvals only to the extent Owner actually constructs, or causes to be constructed, the Project. The Parties understand and agree that the Public Improvements, once constructed, will provide local and regional benefits to the City and the surrounding areas. Said Public Improvements shall be constructed in accordance with applicable City standards, or the standards of any other public agency having jurisdiction, existing as of the Vesting Date, to the satisfaction of the City Engineer, and in compliance with the Subdivision Map Act, including provisions requiring the posting of security.</p>	<p>As part of the off-site improvements for the Project, Pulte will dedicate approximately 4.2 acres of right-of-way for the Keller Road/I-215 Interchange Project. As of February 2026, Caltrans is finalizing the Draft EIR for the Project and is still actively pursuing entitlement approvals.</p>	

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16	<p>Permit Conditions and Exactions. Notwithstanding anything to the contrary in the Development Approvals, the Development Impact Fees, user fees, linkage fees, assessments, charges, general or special taxes, municipal financing, land dedication requirements, fees and charges for on-site and off-site (i) storm drains and flood control facilitates, (ii) roads and bridges, (iii) park and recreation facilitates, (iv) water system mainlines and storage reservoirs, (v) treatment plant capacity, and (vi) traffic signals and improvements, as well as all other categories of exactions or conditions to development (collectively referred to as "Development Exactions") which may be imposed by the City pursuant to any subdivision and/or land use application or which are related in any manner to development of the Property are limited throughout the first fifteen (15) years of the Term (including the initial 5-year extension, if applicable) to those Development Exactions currently adopted by the City, as of the Vesting Date ("Permitted Exactions"). City agrees that at the time of approval of tentative tract maps and parcel maps, or amendments to or modifications thereof or at the time of the granting other approvals (whether discretionary or ministerial) or issuing any permits, it shall impose Permitted Exactions only during the first fifteen (15) years of the Term. Notwithstanding the above, this section shall not apply to TUMF fees.</p>	<p>The Project is undergoing condition satisfaction and is currently consistent with the terms of the Agreement.</p>	
17	<p>Payment of Development Impact Fees for the Project. Owner shall pay the City's Development Impact Fees in effect as of the Vesting Date ("DIF"), which are attached hereto as Exhibit "D," subject to any applicable fee credits approved by the City for Public Improvements included in the City's DIF that are constructed by Owner and that exceed Owner's fair share of said improvement. Except as expressly provided in this Agreement, during the initial 15 years of the Term (including the first 5-year extension, if applicable), Owner shall have no obligation to participate in, pay, contribute to, or otherwise provide, as a condition or exaction of any permit or other Subsequent Development Approval by City, any new development or impact fee of any kind, however described or defined, adopted or imposed by the City, that was not in effect as of the Vesting Date. Without limiting the foregoing, Owner shall not be required to set aside or construct any affordable housing units, pay any affordable housing in lieu fee, or be subject to any other condition or requirement relating to the provision of affordable housing at any time during the Term of this Agreement.</p>	<p>Pulte will pay the appropriate DIF fees at the time of building permit issuance or prior to certificate of occupancy permits as development progresses. To date, Pulte has not paid any DIF.</p> <p>Currently, no affordable units are planned within the 750 unit development.</p>	
18	<p>City's Cooperation-MSHCP Fees. The City agrees to reasonably cooperate with Owner and support Owner's efforts to meet and negotiate with the Western Riverside County Regional Conservation Authority ("RCA") to obtain RCA's consent to a waiver of, or credit against, its MSHCP fee that is otherwise applicable to the Project and collected by the City, based upon the more than 600 acres of natural open space located within the MSHCP's criteria cell areas that is being dedicated by Owner. City's cooperation and support pursuant to this provision shall be at no expense to the City, other than the cost of City staff in attending meetings and corresponding with Owner and the RCA as appropriate, which costs shall be reimbursed by Owner upon City's written request.</p>	<p>On February 2, 2026, the Regional Conservation Authority Board of Directors voted to approve up to \$3 million in fee credit for the exchange of 615 acres of land for open space (Item #8: City of Murrieta Fee Credit Request for the Murrieta Hills Specific Plan Amendment Project). The approval authorized the Executive Director to enter into the Fee Credit Agreement with the City of Murrieta on behalf of the RCA. The City estimates that the LDMF for the MHSPA will total approximately \$3,000,000. The actual amount cannot be determined because the City does not have the final development plans to calculate the LDMF fee. The fiscal impact is estimated to be a positive value of approximately \$31 million (i.e., approximately \$34 million in value of the land, minus approximately \$3 million in uncollected fees).</p> <p>https://www.wrc-rca.org/wp-content/uploads/2026/01/BRD-Agenda-020226.pdf</p>	2/2/2026

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<p>19</p>	<p>City's Cooperation/Expedited Review. The parties agree that Owner must be able to proceed rapidly with the development of the Property and, accordingly, that expedited City review of tentative maps, final maps, modifications to Project Approvals, building permits and construction inspections, is essential because these aspects of the Project are already part of an approved master planned community. Accordingly, to the extent that the applications and submittals are in conformity with the Project Approvals, Applicable Law and this Agreement, and adequate funding exists therefor, City agrees to make a good faith effort to provide adequate City resources to diligently and promptly accept, review and take action on all subsequent applications and submittals made to City by Owner in furtherance of the Project. Similarly, to the extent that adequate funding exists therefor, City will make a good faith effort to provide adequate City resources to promptly review and approve improvement plans, conduct construction inspections, and accept completed public facilities. In the event City does not have adequate resources, City may authorize the use of "contract labor" for inspection and plan review purposes, which shall be reimbursed by Owner pursuant to a mutually agreeable reimbursement agreement that also specifies any fee credits to Owner to avoid Owner having to pay more than once for the same review, processing, plan check, inspection, or other City service. City shall not authorize contract labor to be paid by Owner without Owner's prior approval.</p>	<p>As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans.</p>	
<p>20</p>	<p>Right(s)-of-Way Acquisition and Use. To the extent that the acquisition of off-site right(s)-of-way are necessary for Owner to construct off-site improvements including, but not limited to, roadways, water, wastewater or drainage facilities, and to the extent Owner has been unable to acquire said rights-of-way at fair market value despite its good faith efforts to do so, City may, within thirty (30) days of written request by Owner, negotiate with the owner of such off-site land to acquire the right(s)-of-way in question, provided that Owner has provided City with all information, appraisals, and documentation necessary to allow City make the offer required under Government Code section 7267.2. In the event such negotiations fail to acquire such right(s)-of-way within sixty (60) days after the negotiations commence, City may immediately commence proceedings to exercise its power of eminent domain in accordance with California Eminent Domain Law. Provided that a Resolution of Necessity may properly be adopted, and that Owner has provided all necessary information, appraisals, documentation, and, if applicable, funds sufficient to make a deposit of probable compensation, the City may promptly file an action in condemnation, including an Order of Possession, if legally permissible, to acquire and take immediate possession of such right(s)-of-way. City acknowledges the substantial costs Owner would incur should acquisition of right(s)- of-way be delayed. As a consequence, City agrees to use its best efforts and take all reasonable actions to expedite acquisition, to the extent permitted by California Eminent Domain Law. In addition, the City agrees to allow Owner to use, at no additional cost to Owner, any City rights-of- way reasonably necessary or available for the construction of off-site improvements for the Project, including but not limited to conveyance lines and other facilities relating to sewer, water and all utilities. City agrees to grant and convey such easements, licenses, encroachment permits, or other non-exclusive rights or interests in such rights-of-way reasonably required by Owner pursuant to this provision. Owner shall fund the cost of such right(s)-of-way acquisition, including reasonable attorney's fees and court costs, in the event that such acquisition and/or condemnation is necessary. With respect to the McElwain off site improvement, if City does not exercise its power of eminent domain pursuant to the terms of this section, any delay in Owner's completion of the acquisition and construction of the McElwain off-site improvement, as a result thereof, shall not be considered a default under this Agreement or a failure to perform a condition of approval, and shall not be used as a basis for delaying or withholding any building permits, occupancies, or other Subsequent Development Approvals provided Owner enters into an agreement with City prior to final map approval to complete the McElwain off-site improvement at such time as the City acquires an interest in the land that will</p>	<p>Pulte has been engaged with the involved landowners along McElwain Road to negotiate and subsequently acquire the necessary right-of-way for the road improvements. If Pulte is not successful in acquiring all necessary easements for the roadway, including slopes and drainages, the DA provides a path forward.</p>	

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21	Cooperation Concerning EMWD Public Finance District. City agrees to cooperate in good faith with the Eastern Municipal Water District ("EMWD") and Owner in connection with any efforts by EMWD to form and implement a Community Facilities District, or other tax exempt and/or land based financing mechanism through which special taxes may be levied and bonds may be sold to fund some portions of the Project's necessary sewer and water infrastructure and facilities fees; provided, however, that nothing herein shall obligate the City to make any expenditures from the City's General Fund.	As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans. Pulte will begin working with EMWD during 2026 for connections requirements.	
22	Community Financing District for Fire Service Operations. Owner will form a community financing district for the purpose of financing fire protection and suppression services necessary to serve the Project. This financing will be utilized to finance fire services only.	As of February 2026, Pulte is working with City staff on plan check review of the mass grading permit and street improvement plans. Initial land development activities will commence following the issuance of grading permit(s) and street improvement plans. Pulte will begin drafting the CFD in 2026 and will work with a firm to process it with CalFire and the City of Murrieta Fire & Rescue.	
23	Annual Review of Compliance with Agreement.	Pulte will annually process an update to the status of the Development Agreement.	
24	Events of Default, Remedies and Termination	Noted. There are currently no defaults by the owner or city.	
25	Indemnity and Cost of Litigation	Noted.	
26	Environmental Assurances	Noted.	
27	Estoppel Certificates	Noted. No Estoppel Certificates have been requested.	
28	Waivers and Delays	Noted. No waivers or delays have been requested.	
29	Notices	Noted.	
30	Attorney's Fees	Noted.	
31	Recording	Noted. The Development Agreement was recorded.	
32	Effect of Agreement on Title	Noted.	
33	Rules of Construction and Miscellaneous Terms	Noted.	