

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Menifee
29844 Haun Road
Menifee, California 92586
Attn: City Clerk

Exempt from Fees Per Gov. Code § 6103

Space above this line for Recorder's Use Only

**AMENDMENT NO. 3 TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF MENIFEE
AND
CIMARRON RIDGE, LLC
REGARDING THE CIMARRON RIDGE SPECIFIC PLAN PROJECT**

This Amendment No. 3 to the Development Agreement by and between City of Menifee and Cimarron Ridge, LLC (the “**Third Amendment**”) is entered into as of the ____ day of ____, 2025 (“**Effective Date**”) by and between the CITY OF MENIFEE, a California municipal corporation (“**City**”), and PULTE HOME COMPANY, LLC, a Michigan limited liability company, who is the successor-in-interest to Cimarron Ridge, LLC (“**Developer**”), and is made with reference to the following facts and objectives:

RECITALS

A. On or about June 7, 2017, the City and Cimarron Ridge, LLC entered into that certain Development Agreement By and Between City of Menifee and Cimarron Ridge, LLC Regarding the Cimarron Ridge Specific Plan Project (“**Original DA**”).

B. On or about May 11, 2023, the City and Cimarron Ridge, LLC entered into that certain “Minor Amendment to the Development Agreement By and Between City of Menifee and Cimarron Ridge, LLC Regarding the Cimarron Ridge Specific Plan Project” (“**First Amendment**”) to adjust the timing for completion of travel way improvements to Goetz Road from Thorton to White Quartz, and to White Quartz from Thorton to Goetz Road;

C. On or about July 16, 2021, Developer became the successor in interest to the rights and obligations of Cimarron Ridge, LLC under the Original DA, as revised by the First Amendment. The Parties contemplate that an assignment and assumption agreement in the form

attached as Exhibit C to the Original DA will be reviewed and acted upon concurrent with the City's review and action on this Third Amendment.

D. On or about May, 2024, the City and Developer entered into that certain Amendment No. 2 to the Development Agreement by and between City of Menifee and Cimarron Ridge, LLC (the "**Second Amendment**"), which accompanied a Specific Plan Amendment, which together revised the Project Approvals (as that term is defined in the Original DA) to develop Planning Areas 5 and 6 (as defined in the Cimarron Ridge Specific Plan No. 2013-247) as a private and gated age-restricted, active adult community with certain private recreational amenities, and to relocate the public neighborhood park from Planning Area 5 to Planning Area 4 (each as defined in the Cimarron Ridge Specific Plan No. 2013-247), and to revise the phasing plan for the timing and sequencing of developing the remaining Planning Areas as defined in the Cimarron Ridge Specific Plan No. 2013-247 so that they can proceed concurrently (collectively, the "**2024 Specific Plan Amendment**").

E. Prior to and continuing after City approval of the 2024 Specific Plan Amendment, Developer has encountered substantial delays outside of its control, and as a result, Developer has requested that the City agree to (1) allow up to twenty (20) home occupancies in Planning Area 6 prior to completion of the McLaughlin Road improvements, and (2) increase the number of building permits in the Project that may be issued prior to completion of the Sports Park 4 from four hundred eighty-five (485) permits to six hundred thirty-five (635) permits. The City desires to accommodate Developer's request to facilitate the continued successful development of the Project and provision of additional housing in the City, and therefore, the parties now desire to amend the Original DA (as already amended by the First Amendment and Second Amendment) as set forth in this Third Amendment;

In consideration of the foregoing and pursuant to Section 6.1 of the Development Agreement, the Development Agreement is hereby further amended as follows:

AGREEMENT

1. **Use of Capitalized Terms.** Unless otherwise defined herein, capitalized terms used in this Third Amendment shall have the meaning assigned to such terms in the Original DA.

2. **"Agreement" References.** Unless the context requires otherwise, references to the "Agreement" or the "Development Agreement" in this Third Amendment shall mean and refer to the Original DA as amended by the First Amendment, Second Amendment, and this Third Amendment.

3. **McLaughlin Road Improvements.** Developer may obtain from City up to twenty (20) certificates of occupancy in Planning Area 6 prior to completion of the McLaughlin Road improvements so long as, in the reasonable judgment of the City Engineer or their designee, Developer is continuing to use commercially reasonable efforts to complete said improvements as soon as reasonably feasible.

4. **Revisions to Section 4.15.1(b).** Section 4.15.1(b) of the Development Agreement is amended to read in its entirety as follows:

(b) **Construction of Sports Park.** Prior to issuance of building permits for the first residential unit in Planning Areas 4, 5, 6 or 7, Developer shall submit park improvement plans for the Sports Park, consistent with the conceptual Sports Park plans approved by the City Council on or about April 3, 2024. Within 60 days following final City approval of all required plans and permits for the Sports Park, Developer shall commence construction of the Sports Park and shall thereafter diligently pursue completion thereof, with substantial completion and opening of for public use occurring no later than the earlier of (i) twelve months following commencement of construction (ii) June 1, 2026, and (iii) issuance of the six hundred thirty-fifth (635th) building permit within the Project overall. As a condition precedent to this Third Amendment taking effect, Developer shall provide City with a completion bond in a form acceptable to the City and in the full amount of the estimated cost of constructing the Sports Park, as well as a construction schedule for the Sports Park. The bond shall be callable if, among other reasons, Developer fails to meet the construction schedule deadlines; provided, however, that (i) the parties shall reasonably and in good faith consider modifications to the construction schedule where required due to factors beyond Developer's reasonable control; and (ii) the Sports Park shall in no event be completed later than the issuance of the six hundred thirty-fifth (635th) building permit within the Project overall. Notwithstanding the foregoing, the City Manager or designee is authorized to approve delays in the Sports Park construction schedule and issue additional building permits beyond the six hundred thirty-fifth (635th) permit threshold specified herein in the event the City has not given final approval of the Park Plans by February 1, 2025, or in the event Developer encounters substantial delays in the procurement of required materials or other Excused Delays. Upon completion of the Sports Park in substantial conformance with the approved park improvement plans, City shall promptly accept the Sports Park and release the security described herein.

5. **Supplemental Public Benefit.** Prior to December 31, 2025, Developer shall complete or cause the completion of the construction of a seven hundred thirty (730) foot long section of Valley Boulevard from just south of Chambers Avenue to connect to McCall Boulevard (referred to as the "Missing Link" in Section 3.1 of the Original DA) ("**Valley Blvd. Improvement**"). The Valley Blvd. Improvement shall be constructed in an interim configuration and shall include a thirty-two (32) foot wide roadway section to match the current roadway south of McCall Blvd., with eight inch (8") asphalt concrete berms on each side of the roadway. No sidewalks shall be constructed in connection with the Valley Blvd. Improvement. To facilitate the improvement, the City will acquire the necessary right of way. City shall extend the December 31, 2025 deadline for completion of the Valley Blvd. Improvement for a reasonable period of time (as determined by the City in its reasonable discretion) if the City encounters unreasonable delays in acquiring the necessary right of way to facilitate the construction of the Valley Blvd. Improvement. As a condition precedent to this Third Amendment taking effect, Developer shall provide City with a completion bond in a form acceptable to the City and in the full amount of the

estimated cost of constructing the Valley Blvd. Improvement, as well as a construction schedule for the Valley Blvd. Improvement. The bond shall be callable if, among other reasons, Developer fails to meet the construction schedule deadlines; provided, however, that the parties shall reasonably and in good faith consider modifications to the construction schedule where required due to factors beyond Developer's reasonable control (including, without limitation, the City's acquisition of necessary right of way to facilitate the construction of the Valley Blvd. Improvement). Upon completion of the Valley Blvd. Improvement in substantial conformance with the approved plans, City shall promptly accept the Valley Blvd. Improvement and release the security described herein.

- a. **In Lieu Community Benefit.** *If the City notifies Developer in writing that City has determined in City's reasonable discretion that, after diligent efforts, City cannot acquire the right of way necessary to facilitate the construction of the Valley Blvd. Improvement in a reasonable time and for a reasonable price ("Non-Acquisition Determination Notice"), then within 30 days following City's issuance of a Non-Acquisition Determination Notice, Developer shall provide City with a community benefit payment of three hundred thousand dollars (\$300,000) ("In Lieu Community Benefit"). Upon the City's receipt of the In Lieu Community Benefit, Developer shall be released of its obligation to complete the Valley Blvd. Improvement. As a condition precedent to this Third Amendment taking effect Developer shall provide City with security in a form acceptable to the City in the full amount of In Lieu Community Benefit. The City shall have the right to access the Security if, among other reasons, Developer fails to provide the In Lieu Community Benefit to the City within 30 days following City's issuance of a Non-Acquisition Determination Notice.*

6. **Cooperation; Further Acts.** Each party agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Third Amendment. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Third Amendment.

7. **Integration; Interpretation; Recordation.** The Original DA, the First Amendment, the Second Amendment, and this Third Amendment reflect the complete understanding of the parties with respect to the subject matter thereof. To the extent this Third Amendment conflicts with the Original DA, the First Amendment, the Second Amendment or any prior interpretation thereof, this Third Amendment supersedes the Original DA, the First Amendment, the Second Amendment, and any prior interpretations thereof. In all other respects, the parties hereto re-affirm and ratify all other provisions of the Original DA, the First Amendment, and the Second Amendment. This Third Amendment shall be duly recorded following its full execution.

8. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

9. **Authority.** The person or persons executing this Third Amendment on behalf of the City and Developer warrant and represent that they have the authority to execute this Third Amendment and the authority to bind the City and Developer, as applicable, to the performance of their respective obligations hereunder.

IN WITNESS WHEREOF, the City and the Developer have signed this Third Amendment, by and through the signatures of their authorized representatives as of the day and year first hereinabove written.

CITY OF MENIFEE,
a California municipal corporation

PULTE HOME COMPANY, LLC,
a Michigan Limited Liability Company

By: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Jeffrey Melching, Esq.
Rutan & Tucker, LLP,
City Attorney