

Exhibit A
PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38442 (PEN22-0131)
AND CUP (PEN22-0137)

This Public Facilities Fee Credit Agreement ("PFF Agreement") is entered into between The City of Moreno Valley ("City"), the Moreno Valley Community Services District ("CSD) and D.R. Horton Los Angeles Holding Company, Inc. a California Corporation, ("D.R. Horton") as of May 5, 2026, ("the Effective Date"), and sets forth the understanding of City, CSD, and D.R. Horton with respect to the following:

Recitals.

1.1 Whereas, D.R. Horton is the owner of that certain real property known as Tract 38442 (consisting of approximately 19.1 gross acres) in the City of Moreno Valley, County of Riverside, California (the "Project" or "Tract 38442"); and

1.2 Whereas, Tentative Tract Map 38442 (PEN22-0131) and CUP (PEN22-0137) approved by the Planning Commission on November 20, 2023, is subject to certain development impact fees and/or public facilities fees (hereinafter "Public Facilities Fees" or "PFF"), for Quimby Park Land and DIF Parkland Facilities, and in accordance with applicable City ordinances, the current amount of which is \$3.80 per square foot of residential dwelling unit development (\$.78 per sq. ft. for Quimby Park Land fee and \$3.02 per sq. ft. for DIF Parkland Facilities fee); and

1.3 Whereas, this agreement between the City, the CSD and D.R. Horton, relative to the development known as Tract 38442 provides Quimby Park Land and DIF Parkland Facilities Improvement credits on 202,355 square feet of residential dwelling units consisting of 108 lots in the amount of \$3.80 per sq foot of residential dwelling units against such Public Facilities Fees ("PFF Credit") (total credit \$768,949.00), subject to D.R. Horton's satisfaction of its obligation to complete certain park improvements pursuant to the Conditions of Approval for Tentative Tract Map 38442 (PEN22-0131) and CUP (PEN22-0137).

1.4 Whereas, City, CSD and D.R. Horton have reached an understanding as to the terms of this PFF Agreement, specifically that the City shall apply the \$3.80 per sq foot dwelling unit credit for 202,355 square feet of residential dwelling units against the Public Facilities Fees in effect at the time each of the mutually agreed upon 108 building permits are issued; and

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38442 (PEN22-0131)
AND CUP (PEN22-0137)**

Now, therefore, City, CSD and D.R. Horton, in consideration of their respective commitments below, agree as follows:

2.0 Timing and Payment of Public Facilities Fees:

2.1 Subject to D.R. Horton's satisfaction of its obligation to complete certain park improvements pursuant to the Conditions of Approval for Tentative Tract Map 38442 (PEN22-0131) and CUP (PEN22-0137), D.R. Horton shall receive the PFF credit against the City's Public Facilities Fees (Quimby Park Land and Parkland Facilities) for 202,355 square feet of residential dwelling units at the time these building permits are pulled. The PFF Credit shall reduce Public Facilities Fee by \$768,949.00 (\$.78 per sq. ft. for Quimby Park Land fee and \$3.02 per sq. ft. for DIF Parkland Facilities fee on a total of 202,355 square feet of residential dwelling units). In the event the Public Facilities Fee exceeds \$3.80 per sq foot dwelling unit on the total 202,355 square feet of residential dwelling units the PFF Credit shall be adjusted to fully satisfy the Public Facilities Fee in effect at the time the applicable building permits are issued; provided, however, in no event shall the PFF Credit exceed the cost or valuation of the improvements and/or dedications.

3.0 Enforcement.

3.1 Enforcement by Either Party. The City and CSD agrees that unless this PFF Agreement is amended or terminated by mutual agreement of City, CSD and D.R. Horton, this PFF Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable General Plan, Specific Plan, City Ordinance, Rule or Regulation.

3.2 The Cumulative Remedies. In addition to any other rights or remedies, either party may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All the remedies described above shall be cumulative and not exclusive to one another, and the exercise of any one or more of the remedies herein shall not constitute a waiver or election with respect

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38442 (PEN22-0131)
AND CUP (PEN22-0137)**

to any other available remedy.

3.3 Attorneys' Fees. In any arbitration, administrative proceedings, or any action in any courts of competent jurisdiction, brought by one or more parties to enforce any provision of this PFF Agreement, or to enforce any rights or remedies under this PFF Agreement, including any action for declaratory or equitable relief, the prevailing party shall be entitled to reasonable attorneys' fees and all reasonable costs, expenses and disbursements in connection with such action.

4.0 Miscellaneous Provisions

4.1 Covenants, Conditions and Restrictions. The terms of this PFF Agreement shall be binding upon the parties, their successors and assigns. Any successor in interest of D.R. Horton may enforce the provisions of this PFF Agreement.

4.2 Other Agreements. This PFF Agreement is not intended to alter the obligations of the parties under any other contracts existing between them, save and except as set forth in Section 2.1 above, whether signed before, after or in conjunction with this PFF Agreement intended to alter D.R. Horton's obligations under any existing conditions of approval applicable to Tract 38442.

4.3 Entire Agreement. This PFF Agreement constitutes the entire agreement between the parties with respect to the subject matter of this PFF Agreement.

4.4 Governing Law. This PFF Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the parties hereunder, shall be determined in accordance with the laws of the State of California.

4.5 Recitals. The recitals in this PFF Agreement constitute part of this PFF Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this PFF Agreement.

4.6 Time. Time is of the essence for this PFF Agreement and for each and every term and condition hereof.

4.7 No Third-Party Beneficiaries. This PFF Agreement is made and

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38236 (PEN22-0131) AND CUP
(PEN22-0137)**

entered into for the sole protection and benefit of the parties and their successors and assigns. Except as expressly provided in this PFF Agreement, no other person shall have any rights or cause of action based upon any provision of this PFF Agreement.

4.8 Waiver. The failure of either party at any time to seek redress for any violation of this PFF Agreement, or to insist upon the strict performance of any term or condition of this PFF Agreement, shall not prevent any subsequent act or omission of the same or similar nature from having all the force and effect of the original breach or default, and such subsequent act or omission may be proceeded against by either party to the fullest extent provided by this PFF Agreement. No provision of this PFF Agreement shall be deemed to have been waived by either party unless the waiver is in writing and is signed by the party waiving its rights or claims.

4.9 Binding Effect. The covenants and agreements contained in this PFF Agreement shall insure to the benefit of and shall be binding upon each of the parties and their respective heirs, administrators, successors and assigns.

4.10 Prevailing Wages. D.R. Horton acknowledges the provisions of California Labor Code, Division 2, Part 7, regarding the payment of prevailing wage rates for public works and in particular the fact that Section 1720 therein applies certain regulations under such statutes to private projects receiving certain public benefits; and that neither the City, CSD nor any person with authority to bind the City or CSD has made any representation as to any requirement, or any exemption from any requirement, to pay prevailing wages thereunder. D.R. Horton accepts all responsibility for determining the applicability of prevailing wage laws and any other law, rule, regulation or other obligation with respect to its employees, subcontractors, or any other person and for the amounts paid to any of its employees, subcontractors, or any other person.

5.0 Defense of the City and CSD.

5.1 D.R. Horton shall defend, indemnify, and hold harmless the City and CSD, including but not limited to paying all costs associated therewith, in any claim

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38236 (PEN22-0131) AND CUP
(PEN22-0137)**

brought against this PFF Agreement. If the City and/or CSD is determined to be the "prevailing party" in any such litigation, and is awarded its attorneys' fees and costs by the Court, then such award shall be promptly paid to D.R. Horton as reimbursement for the attorneys' fees and costs it incurred in providing the City and/or CSD with a defense provided however, the City and/or CSD shall retain any portion of attorney's fees that it directly incurred.

5.2 INDEMNIFICATION

a. D.R. Horton shall defend, indemnify and hold harmless the City and CSD, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therewith), to the extent arising out of the acts or omissions of D.R. Horton in performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City and/or CSD, its officers, agents, employees or volunteers.

b. The City and the CSD does not and shall not; waive any rights that it may have against D.R. Horton under this section because of the acceptance by the City or CSD, or the deposit with the City or CSD, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

c. Notwithstanding the provisions of subsections a. and b. of this section, D.R. Horton shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City and/or CSD to furnish timely information or to approve or disapprove D.R. Horton's work promptly, or by reason of delay or faulty performance by the City and/or CSD, construction contractors, or governmental agencies, or by reason of any other delays beyond D.R. Horton's control, or for which D.R. Horton is without fault.

d. The indemnity provisions contained in this Section shall survive

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38236 (PEN22-0131) AND CUP
(PEN22-0137)**

expiration or sooner termination of this Agreement.

6.0 Additional Terms

6.1 Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

6.2 Civil Code Section 1542 Waiver

a. Subject to and upon receipt of the PFF Credit pursuant to this PFF Agreement, D.R. Horton expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected to the extent arising out of this PFF Agreement, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Developer further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

SIGNATURE PAGE TO FOLLOW

**PUBLIC FACILITIES FEE CREDIT AGREEMENT
TENTATIVE TRACT MAP 38236 (PEN22-0131) AND CUP
(PEN22-0137)**

IN WITNESS WHEREOF, the parties have duly executed this PFF Agreement
as of the date and year specified above as the Effective Date.

City of Moreno Valley and Moreno Valley
Community Services District

D. R. Horton Los Angeles, Holding Company, Inc.
a California Corporation

BY: _____
City Manager/Executive Director of the
Moreno Valley Community Services District

BY: _____

Name: _____

TITLE: _____

INTERNAL USE ONLY

ATTESTED TO :

City Clerk/Secretary of the Moreno Valley
Community Services District

APPROVED AS TO LEGAL FORM:

City Attorney