

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM**  
3.29  
(ID # 3526)

**MEETING DATE:**

Tuesday, March 21, 2017

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TLMA - TRANSPORTATION DEPARTMENT: Approval of the Partial Assignment and Assumption of Transportation Uniform Mitigation Fee Improvement Credit/Reimbursement Agreement between Brookfield 30069 LLC, CalAtlantic Group Inc., and the County of Riverside for Tract No. 30069-2. 3rd District; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Partial Assignment and Assumption of Transportation Uniform Mitigation Fee (TUMF) Improvement Credit/Reimbursement Agreement between Brookfield 30069 LLC, CalAtlantic Group Inc., and the County of Riverside (County); and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

**ACTION: (Policy)**



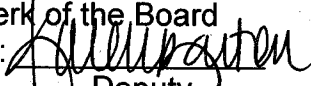
Patricia Romo, Director of Transportation 2/14/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Washington  
Nays: None  
Absent: Ashley  
Date: March 21, 2017  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A. No General funds will be used.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 16/17	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On September 18, 2007, the Board of Supervisors approved the TUMF Improvement and Credit/Reimbursement Agreement (Credit Agreement) between Brookfield W633 LLC and the County for Washington Street improvements which included TUMF credits for Tract No. 30069-2 (Assigned Property); Agenda Item 3-66. The Credit Agreement provided a means by which eligible developer costs associated with the delivery of the Washington Street improvements could be offset against the developer's obligation to pay applicable TUMF. These improvements were required by conditions of approval of the Assigned Property.

The Assigned Property was purchased by MS451, Inc. from Brookfield W633 LLC then sold to Brookfield 30069 LLC. Subsequently, CalAtlantic Group Inc. acquired the Assigned Property from Brookfield 30069 LLC. Brookfield 30069 LLC now desires to assign to CalAtlantic Group Inc. the TUMF credits, interests and obligation associated with the Assigned Property in accordance with the Credit Agreement. The assigned TUMF credits shall be in the amount equal to the developer's obligation up to a maximum of \$8,873 per each single-family residential unit within the Assigned Property.

The Notice of Completion for the project was issued on October 20, 2008.

County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

N/A

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

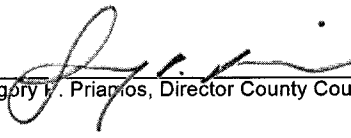
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

ATTACHMENTS

Vicinity Map  
Agreement

  
Leila Moshref-Danesh

2/17/2017



Gregory F. Priamos, Director County Counsel

2/21/2017

  
Tina Grande, Principal Management Analyst

3/7/2017



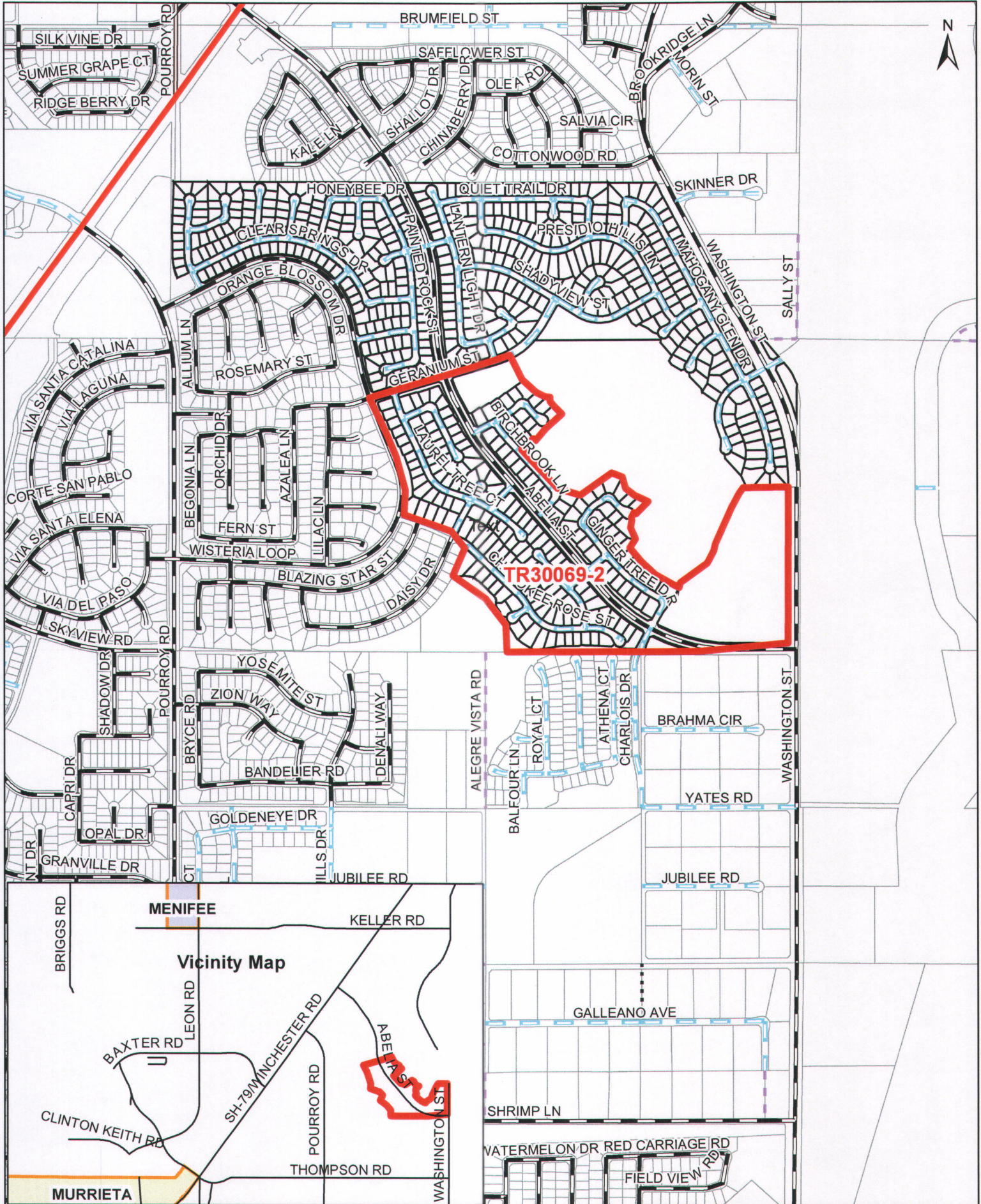
0 500 1,000 2,000 Feet

1 inch = 1,042 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 1/24/2017

# Tract 30069-2 Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or reuse this map.



Vicinity Map

MURRIETA



  
**CALATLANTIC**  
GROUP, INC.

**CalAtlantic Group, Inc.**

**Appointment of Officers**

TO WHOM IT MAY CONCERN:

Pursuant to Article IV, Section 4.3, of the Bylaws of CalAtlantic Group, Inc., a Delaware corporation (the "**Corporation**"), the individuals set forth in Exhibit A are hereby appointed Operational Vice Presidents of the Corporation, effective October 3, 2016. Each such individual shall hold office at the pleasure of the Board of Directors and the Chief Executive Officer and shall have such powers and duties as may be assigned to each such individual by the Board of Directors.

As an Operational Vice President, each such individual shall have the power and authority, in the ordinary course of business of the Corporation, to negotiate, approve, execute and deliver deeds, development, land use and other entitlement applications and agreements, and all other agreements and documents relating to the real estate development and construction business conducted by this Corporation (including in its capacity as a partner in a partnership or member of a limited liability company), and each such individual is authorized and directed to execute, deliver and file, as appropriate, such certificates, affidavits, agreements and other documents, as may be deemed necessary, desirable or appropriate to effectuate the real estate development and construction business conducted by this Corporation.



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Larry T. Nicholson  
President and Chief Executive Officer

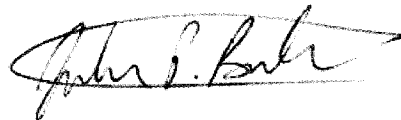
**SECRETARY'S CERTIFICATE  
OF  
CALATLANTIC GROUP, INC.**

The undersigned, John P. Babel, Executive Vice President, General Counsel & Secretary of CalAtlantic Group, Inc., a Delaware corporation (the "**Company**"), hereby certifies on behalf of the Company as follows:

1. The persons whose names appear in Exhibit A, as of the date hereof and at all other relevant times, duly elected, qualified, and appointed Operational Vice Presidents of the Company, presently holding the office or offices shown opposite his or her name.
  
2. As an Operational Vice President, each such individual shall have the power and authority, in the ordinary course of business of the Company, to negotiate, approve, execute and deliver deeds, development, land use and other entitlement applications and agreements, and all other agreements and documents relating to the real estate development and construction business conducted by this Company (including in its capacity as a partner in a partnership or member of a limited liability company), and each such individual is authorized and directed to execute, deliver and file, as appropriate, such certificates, affidavits, agreements and other documents, as may be deemed necessary, desirable or appropriate to effectuate the real estate development and construction business conducted by this Company.

Dated: October 3, 2016

CALATLANTIC GROUP, INC., a  
Delaware Corporation



By: \_\_\_\_\_

John P. Babel

Its: Executive Vice President, General Counsel &  
Secretary

**Division**

President  
 VP Operations/Construction  
 VP Land Acquisition  
 VP Project Development  
 VP Land Development (Regional)  
 VP Finance (Regional)  
 VP Purchasing (Regional)  
 VP Sales & Marketing  
 VP Finance  
 Area Sales Manager  
 Closing Manager  
 Project Manager  
 Project Manager  
 Project Manager  
 Project Manager

**Inland Empire**

Martin Langpap  
 Steven Seibert  
 Nicholas Vislay  
 Sean Doyle  
 Brian Bencz  
 Adam Sheehan  
 Alan Willingham  
 Matthew Schemenauer  
 Frank Ciraci  
 Wendy L. Fisher  
 Penny S. Roper  
 Brian M. Jacobson  
 Joshua A. Gause  
 Scott W. Kimball  
 Dawn Topete  
 Chris Willis

**Division**

President  
 VP Operations/Construction (Regional)  
 VP Land Acquisition  
 VP Land Acquisition  
 VP Project Development  
 VP Project Development (Ventura)  
 VP Land Development  
 VP Finance (Regional)  
 VP Purchasing (Regional)  
 VP Customer Care  
 VP Sales & Marketing  
 Director of Land Acquisition  
 Director of Marketing  
 Design Center Manager  
 Project Manager  
 Project Manager  
 Project Manager  
 Project Manager  
 Project Manager  
 Escrow Manager  
 Area Sales Manager  
 Area Sales Manager  
 Area Manager Construction  
 Options Manager  
 Purchasing Manager  
 Senior Purchasing Agent  
 Purchasing Manager  
 Regional Purchasing Agent  
 Regional Purchasing Agent  
 Regional Purchasing Agent

**So. Cal. Coastal**

Elliot Mann  
 David Prolo  
 Gary Jones  
 Ryan Green  
 Michael Battaglia  
 Ken Melvin  
 Brian Bencz  
 Adam Sheehan  
 Alan Willingham  
 Douglas Campbell  
 John Patrick Higgins  
 Richard Whitt Hollis  
 Jennifer Greyshock  
 Betty Shinn-Mierop  
 Dana Bieber  
 Crystal Burckle  
 Green B. Sam  
 Janice Shackle  
 Brian D. McCarthy  
 Leslie A. Goodale  
 Alyxandra Cole  
 Steve Babakhanian  
 James Maclean  
 Heidi Pasinli  
 Salvador Carlos  
 Sandra D. Mindt  
 Kimberly A. Hooper  
 Connie Almendarez  
 Jaren Nuzman  
 Yesenia Santana

**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

**CALATLANTIC GROUP, INC.**

**FILE NUMBER:** C1801380  
**REGISTRATION DATE:** 09/17/1991  
**TYPE:** FOREIGN CORPORATION  
**JURISDICTION:** DELAWARE  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is qualified to transact intrastate business in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 06, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

**ALEX PADILLA  
Secretary of State**



# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CALATLANTIC GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF JUNE, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS A NON-STOCK CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CALATLANTIC GROUP, INC." WAS INCORPORATED ON THE FOURTEENTH DAY OF AUGUST, A.D. 1991.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2271078 8300N

SR# 20164227862

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202415476

Date: 06-01-16

# Delaware

The First State

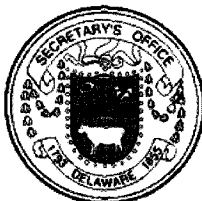
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THE RYLAND GROUP, INC.", A MARYLAND CORPORATION,  
WITH AND INTO "STANDARD PACIFIC CORP." UNDER THE NAME OF "CALATLANTIC GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2015, AT 9:13 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2015 AT 12:01 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

2271078 8100M  
SR# 20150317528

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 10155123  
Date: 09-30-15

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME: BROOKFIELD 30069 LLC

REGISTERED IN CALIFORNIA AS: BROOKFIELD 30069 LLC

FILE NUMBER: 201310710311  
REGISTRATION DATE: 03/18/2013  
TYPE: FOREIGN LIMITED LIABILITY COMPANY  
JURISDICTION: DELAWARE  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal  
of the State of California this day of  
January 6, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

PAM

Recording Requested By:  
First American Title Company  
National Homebuilder Services  
Subdivision Department

DOC # 2016-0265205  
06/28/2016 03:38 PM Fees: \$33.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

*Mail Tax Statements to*  
RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

Ryland Homes of California, Inc.  
c/o CalAtlantic Group, Inc.  
355 E. Rincon Street, Suite 300  
Corona, California 92879  
Attention: Martin Langpap  
*5136536-29*

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: ELVIA #527

Reviewed & Approved by Mindy #209


SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ *18,561.95*

APN: 476-370-01 thru 09  
TRA: 094-215

Computed on the consideration or value of property  
conveyed; OR

Computed on the consideration or value less liens  
or encumbrances remaining at time of sale.

  
Signature of Declarant or Agent determining tax-Firm Name  
*Jeanne Gould, First American Title*

*Unincorporated area*

MAIL TAX STATEMENTS TO ADDRESS ABOVE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
BROOKFIELD 30069 LLC, a Delaware limited liability company ("Grantor"), hereby grants to  
RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation (Grantee"), the following  
described real property (the "Land") located in the County of Riverside, California:

SEE ATTACHMENT NO. 1

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns  
together with the right to grant and transfer all or a portion of the same, as follows:

A. All oil, oil rights, minerals, mineral rights, natural gas rights and other  
hydrocarbons by whatsoever name known, geothermal steam and all products derived from any  
of the foregoing, that may be within or under the Land, together with the perpetual right of  
drilling, mining, exploring and operating therefor and storing in and removing the same from  
said Land or any other land, including the right to whipstock or directionally drill and mine from  
lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the  
subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels  
and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip,  
maintain, repair, deepen and operate any such wells or mines without, however, the right to drill,  
mine, store, explore or operate through the surface or the upper 500 feet of the subsurface of the  
Land.

B. The right to place on, under or across the Land, transmission lines and other facilities for a community antenna television system within publicly dedicated streets and customary hook-ups from the streets to the Residences (as defined in that certain Builder Agreement and Escrow Instructions by and between Grantor and Grantee) with respect to the Land and thereafter to own and convey such lines and facilities, and the right to enter upon the Land to service, maintain, repair, reconstruct and replace said lines and facilities; provided, however, that the exercise of such rights shall not unreasonably interfere with Grantee's reasonable use and enjoyment of the Land.

C. Any and all water, water rights or interests therein appurtenant or relating to the Land or owned or used by Grantor in connection with or with respect to the Land (no matter how acquired by Grantor), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the right and power to explore, drill, redrill, remove and store the same from or in the Land or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor; but without, however any right to enter upon the surface of the Land or the upper five hundred (500) feet of the subsurface of the Land in the exercise of such rights.

D. Nonexclusive easements in gross on, over and under the Land for the construction, installation and maintenance of communication systems, electric, gas, telephone, water, sewer and drainage facilities within publicly dedicated streets (and customary hook-ups from such streets to Residences), provided that the construction and installation of such facilities shall not unreasonably interfere with Grantee's development of the Land. Except as such easements have been conveyed to a utility company or other public or quasi-public entity, said easements in favor of Grantor shall automatically terminate and be of no further force or effect as to any portion of the Land upon the conveyance thereof to a buyer or other transferee who is entitled to receive by reason of such conveyance a Subdivision Public Report pursuant to California Business and Professions Code Section 11018.2 or any similar statute hereafter in effect, or upon conveyance to an association whose members consist in whole or in part of such buyers or other transferees.

**SUBJECT TO:**

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

2. That certain Declaration of Development Covenants, Conditions and Restrictions executed by Grantor herein as "Declarant" and covering the Land recorded concurrently herewith and any amendments thereto, and the covenants, conditions, restrictions, rights, reservations, benefits and burdens therein contained, each and all of which are hereby expressly incorporated herein by this reference.

3. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.




IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: June 27, 2016

“GRANTOR”:

BROOKFIELD 30069 LLC, a Delaware limited liability company

By: 

Its: CEO

Richard T. Whitney

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the day and year hereafter written.

Dated: June 27, 2016

“GRANTOR”:

BROOKFIELD 30069 LLC, a Delaware limited liability company

By: \_\_\_\_\_

Its: President

Adrian Foley

By: \_\_\_\_\_

Its: \_\_\_\_\_

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

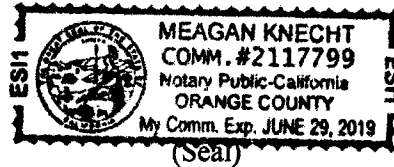
On June 27, 2016, before me, Meagan Knecht,  
(insert name and title of the officer)

Notary Public, personally appeared Adrian Foley & Richard T. Whitney,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



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## ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: MEAGAN KNECHT

Date Commission Expires: June 29, 2019

Notary Commission No: 2117799

County Where Bond Filed: Orange

Manufacturer/Vendor Identification No: ESI1

Place of Execution of the Declaration: Corona, CA

Date: 6-28-16



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First American Title Company

**ATTACHMENT "1"**

**LEGAL DESCRIPTION OF THE LAND**

REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 189, OF TRACT NO. 30069-2, AS SHOWN ON MAP ON FILE IN  
BOOK 424, PAGES 54 THROUGH 77, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



Recording Requested By  
First American Title NHS

5136536

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

CalAtlantic Group, Inc.  
355 E. Rincon Street, Suite 300  
Corona, California 92879  
Attention: Martin Langpap

DOC # 2016-0382107  
09/02/2016 12:29 PM Fees: \$30.00  
Page 1 of 6  
Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CAROL #914

AND MAIL TAX STATEMENTS TO:

Same as above.

TRA 094-215  
ADN: See Exhibit "A"  
DOCUMENTARY TRANSFER TAX: None

(Space Above Line For Recorder's Use Only)

This transfer results solely in a change in the method of holding title to the realty and the proportional ownership interests in the realty, whether represented by stock, membership interest, partnership interest, cotenancy interest, or otherwise, directly or indirectly, remain the same immediately after the transfer. R & T 11925(d).

This is a bonafide gift and the grantor received nothing in return. R & T 11911.

GRANT DEED

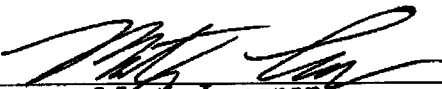
FOR VALUE RECEIVED, RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation ("**Grantor**"), hereby grants to CALATLANTIC GROUP, INC., a Delaware corporation ("**Grantee**"), all that certain real property situated in County of Riverside, State of California, legally described on Exhibit "A" attached hereto (the "**Property**"), together with (a) all improvements owned by Grantor and located on the Property and all fixtures contained in any such improvements, and (b) any and all easements, rights-of-way, privileges, rights and appurtenances benefiting, appertaining or belonging to the Property, including, without limitation, any and all streets and roads (whether opened or proposed) abutting the Property, and, to the extent owned by Grantor, riparian rights, water or water rights and stock evidencing any such water rights, and/or oil, gas or other minerals laying under the Property.

*[signature page follows]*

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of September 1st  
2016.

**GRANTOR:**

RYLAND HOMES OF CALIFORNIA, INC.,  
a Delaware corporation

By:   
Name: Martin Langpap  
Title: Operational Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

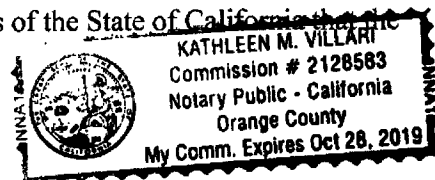
On 9-1-16, before me, Kathleen M Villari  
(insert name and title of the officer)

Notary Public, personally appeared Martin Langpap  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

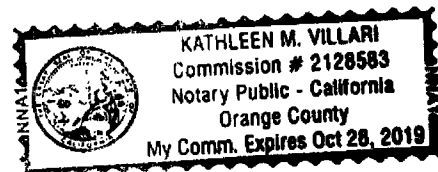
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen M Villari



(Seal)



## **ILLEGIBLE NOTARY SEAL DECLARATION**

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: Kathleen M. Villari

Date Commission Expires: October 28, 2019

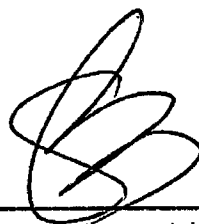
Notary Commission No: 2128583

County Where Bond Filed: Orange

Manufacturer/Vendor Identification No: NNA1

Place of Execution of the Declaration: Corona, CA

Date: September 2, 2016



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First American Title Company

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THIS DOCUMENT, TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Area where the notary seal is stamped reads as follows:

"I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct".

PLACE OF EXECUTION: CORONA, CALIFORNIA

DATE: September 2, 2016

A handwritten signature in black ink, consisting of several overlapping loops and curves, positioned above a horizontal line.

FIRST AMERICAN TITLE COMPANY



**Exhibit "A"**

**Legal Description**

Real property in the Unincorporated Area, County of Riverside, State of California, described as follows:

LOTS 1 THROUGH 189, INCLUSIVE, OF TRACT NO. 30069-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 424, PAGES 54 THROUGH 77, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 476-370-001 THROUGH 476-370-009, 476-371-001 THROUGH 476-371-006, 476-372-001 THROUGH 476-372-009; 476-380-001 THROUGH 476-380-015, 476-381-001 THROUGH 476-381-015, 476-382-001 THROUGH 476-382-007; 476-390-001 THROUGH 476-390-035, 476-391-001 THROUGH 476-391-020; 476-400-001 THROUGH 476-400-045, 476-401-001 THROUGH 476-401-011; 476-410-001 THROUGH 476-410-008, 476-410-010 THROUGH 476-410-017 AND 476-410-022

**State of California**  
Secretary of State

**NAME CHANGE  
CERTIFICATE OF QUALIFICATION**

**C1801380**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the **1st day of October, 2015**, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **STANDARD PACIFIC CORP.**, a corporation organized and existing under the laws of **Delaware**, was changed to **CALATLANTIC GROUP, INC.** This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of October 1, 2015.



A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

1801380

NC 10

**Amended Statement  
By Foreign Corporation**

**FILED** *Ann*  
Secretary of State  
State of California

OCT 01 2015

*lee*

CalAtlantic Group, Inc.

\_\_\_\_\_  
[Name of Corporation]

\_\_\_\_\_  
a corporation organized and existing under the laws of Delaware  
[State or Place of Incorporation]

and which is presently qualified for the transaction of intrastate business in the State of California, makes the following statement:

That the name of the corporation has been changed to that hereinabove set forth and that the name relinquished at the time of such change was \_\_\_\_\_

\_\_\_\_\_  
Standard Pacific Corp.

*John P. Babel*  
\_\_\_\_\_  
[Signature of Corporate Officer]

John P. Babel, Secretary

\_\_\_\_\_  
[Typed Name and Title of Officer Signing]

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "STANDARD PACIFIC CORP.", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "CALATLANTIC GROUP, INC." ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2015, AT 9:13 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2015 AT 12:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

2271078 8320

SR#:20150335312

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Jeffrey W. Bullock*  
 Jeffrey W. Bullock, Secretary of State

Authentication: 10162041

Date: 10-01-15

18-000



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

OCT 01 2015

Date: \_\_\_\_\_

*Alex Padilla*

ALEX PADILLA, Secretary of State

**PARTIAL ASSIGNMENT AND ASSUMPTION  
OF IMPROVEMENT CREDIT/REIMBURSEMENT AGREEMENT**

This Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement (this "Assignment") is made as of March 21, 20 17 by and between Brookfield 30069 LLC, a Delaware limited liability ("Assignor"), CalAtlantic Group Inc., a Delaware corporation ("Assignee") and the County of Riverside ("County").

**RECITALS**

A. Assignor is a "Developer" under that certain agreement titled "Partial Assignment and Assumption of Improvement and Credit/Reimbursement Agreement, Transportation Uniform Mitigation Fee Program" dated as of April 1, 2014 (Contract No. 14-03-001) (the "TUMF Assignment Agreement") with respect to that certain real property described in Exhibit A attached hereto (the "Assigned Property"), which comprises a portion of the Project. The Assigned Property contains 189 single-family residential units. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement.

B. Assignor and Assignee are parties to that Real Estate Purchase and Sale Contract (the "Contract") dated as of June 28, 2016, respecting the sale of the Assigned Property.

C. Assignor desires to assign to Assignee all of Assignor's rights to Credit against the TUMF Obligation under the TUMF Agreement relating to the Assigned Property, and Assignee desires to assume all of Assignor's obligations thereunder relating to the Assigned Property and such Credit, all on the terms and conditions set forth below.

D. County is an express intended beneficiary of the rights, duties and obligations undertaken by Assignor and Assignee.

**AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title, interest, and obligations in and under the TUMF Agreement to the extent relating to the Assigned Property, including, without limitation, the TUMF Credit in an amount equal to the Assignee's TUMF Obligation up to \$8,873 per each single-family residential unit within the Assigned Property. At no time will the TUMF Credit exceed the Assignee's TUMF Obligation. The Assignee agrees that should the TUMF in effect on the date a certificate of occupancy is secured for each single-family residential unit is greater than a TUMF Credit of \$8,873 per said unit, the Assignee shall pay the differential amount in cash prior to securing the certificate of occupancy for said unit.

2. Assignee hereby accepts this Assignment and agrees to be bound by all applicable provisions of the TUMF Agreement with respect to the Assigned Property.

3. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, but at no out-of-pocket cost to Assignor, execute and deliver to Assignee, its nominees, successor and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully transfer and assign such rights of Assignor in and under the TUMF Agreement to such Credit with respect to the Assigned Property.

This Assignment shall be binding upon and inure to the benefit of the successors and assignees of all respective parties hereto. All rights, title, and interest to all benefits accruing under this Assignment shall only be assigned to a subsequent assignee pursuant to the execution of an assignment and assumption agreement among the subsequent assignor, the subsequent assignee and the County, in a form acceptable to the County, whereby the parties consent to such assignment and the subsequent assignee expressly agrees to assume all duties, liabilities, obligations or responsibilities under the TUMF Agreement and to be bound thereby.

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

This Assignment may be executed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.


*[Signature page follows]*

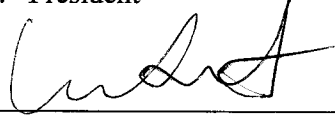
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

**ASSIGNOR:**

Brookfield 30069 LLC, a Delaware limited liability company

By:

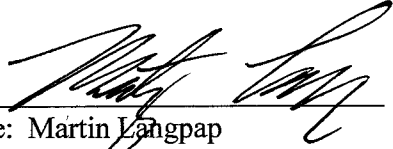
By:   
Name: Adrian Foley  
Title: President

By:   
Name: William B. Seith  
Title: Secretary

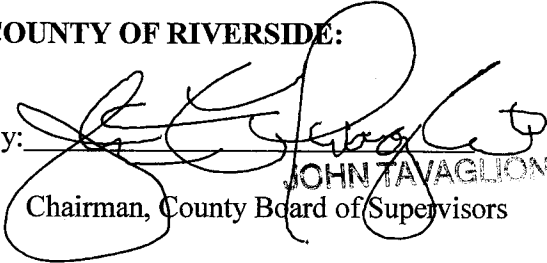
**ASSIGNEE:**

CalAtlantic Group Inc., a Delaware corporation

By:

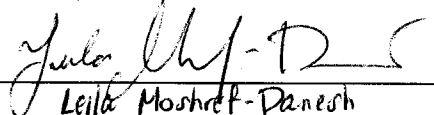
By:   
Name: Martin Langpap  
Title: President

**COUNTY OF RIVERSIDE:**

By:   
JOHN TAVAGLIONE  
Chairman, County Board of Supervisors

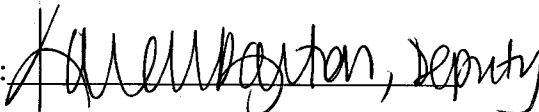
**APPROVED AS TO FORM:**

County Counsel

By:   
Leila Moshref-Danesh  
Deputy County Counsel

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Kecia Harper-Ihem, deputy



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

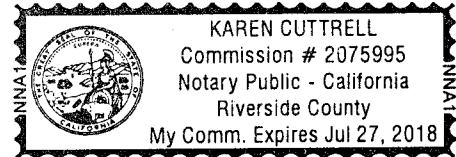
On January 31, 2017 before me, Karen Cuttrell, Notary Public  
(insert name and title of the officer)

personally appeared Martin Langpap  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)





**EXHIBIT A**

**DESCRIPTION OF ASSIGNED PROPERTY**

**Tract No. 30069-2**

Real property in the Unincorporated Area, County of Riverside, State of California, described as follows:

LOTS 1 THROUGH 189, INCLUSIVE, OF TRACT NO. 30069-2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 424, PAGES 54 THROUGH 77, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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0 500 1,000 2,000 Feet

1 inch = 1,042 feet

Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)  
Printed by almedina on 1/24/2017

# Tract 30069-2 Vicinity Map

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.

