

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



**ITEM: 3.32
(ID # 24275)**

MEETING DATE:
Tuesday, April 02, 2024

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement between Cal Hearthstone Lot Option Pool 03, L.P., Lennar Homes of California, LLC, and the County of Riverside associated with Lot Nos. 21 through 26 of Tract No. 36430-2, Lot Nos. 151 through 152 and 169 through 174 of Tract No. 36430-3, and Lot Nos. 31 through 33, 68 through 71, 88 through 91, and 105 through 113 of Tract No. 36430-4. Not a project under CEQA pursuant to Section 15378 (b)(5) of the State CEQA Guidelines. District 3. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement not a project pursuant to State CEQA Guidelines Section 15378(b)(5);
2. Approve and execute the Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement between Cal Hearthstone Lot Option Pool 03, L.P., Lennar Homes of California, LLC, and the County of Riverside associated with Lot Nos. 21 through 26 of Tract No. 36430-2, Lot Nos. 151 through 152 and 169 through 174 of Tract No. 36430-3, and Lot Nos. 31 through 33, 68 through 71, 88 through 91, and 105 through 113 of Tract No. 36430-4; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

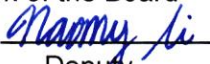
ACTION:Policy


Patricia Romo, Director of Transportation 2/21/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 2, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer funded 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lennar Homes of California, LLC (Assignee) acquired Lot Nos. 21 through 26 of Tract No. 36430-2, Lot Nos. 151 through 152 and 169 through 174 of Tract No. 36430-3, and Lot Nos. 31 through 33, 68 through 71, 88 through 91, and 105 through 113 of Tract No. 36430-4 (Assigned Property) from Cal Hearthstone Lot Option Pool 03, L.P. (Assignor). The Assigned Property consists of thirty-four (34) single-family residential homes and is located east of Briggs Road just north of Matthews Road and south of State Route 74.

On December 13, 2022 (Agenda Item 3.44), the County Board of Supervisor approved the Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee (TUMF) Program (TUMF Agreement) between Cal Hearthstone Lot Option Pool 03, L.P., and the County of Riverside for improvements on Briggs Road. The TUMF Agreement allows Cal Hearthstone Lot Option Pool 03, L.P. to receive TUMF credits for the improvements to Briggs Road.

Cal Hearthstone Lot Option Pool 03, L.P. now desires to assign to Lennar Homes of California, LLC certain rights to TUMF credits under the TUMF Agreement relating to the Assigned Property. Each residential home within the Assigned Property will be eligible to receive TUMF credits in an amount set forth in this Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement (Assignment Agreement).

Assignee desires to assume all of the Assignor's rights and obligations under the TUMF Agreement relating to the Assigned Property.

The Assignment Agreement is not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which states that a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The Assignment Agreement merely transfers all rights and obligations from the Assignor to the Assignee and does not modify any of the terms of the TUMF Agreement for the Assigned Property. This transfer of rights and obligations will not, in and of itself, result in a significant environmental effect and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions

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subject to further CEQA review. Therefore, the Assignment Agreement is not a project under CEQA.

Impact on Residents and Businesses

This Assignment Agreement represents a change in real property ownership and will have no impact on local residents and businesses.

Additional Fiscal Information

N/A

ATTACHMENTS:

Vicinity Map

Assignment Agreement



Jason Farin, Principal Management Analyst 3/27/2024



Aaron Gettis, Chief of Deputy County Counsel 3/12/2024

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

This Partial Assignment and Assumption of Improvement Credit/Reimbursement Agreement (this "Assignment Agreement") is made as of April 02, 2024 by and between Cal Hearthstone Lot Option Pool 03, L.P. ("Assignor"), Lennar Homes of California, LLC ("Assignee"), and the County of Riverside ("County"). The Assignor, Assignee, and the County are sometimes hereinafter referred to individually a "Party" and collectively as "Parties".

RECITALS

A. Assignor is a "Developer" under that certain agreement titled "Improvement and Credit/Reimbursement Agreement, Transportation Uniform Mitigation Fee Program" dated as of December 13, 2022 (Contract No. 20-12-004) (the "TUMF Agreement") with respect to that certain real property described in Exhibit A attached hereto which includes Lot Nos. 21 through 26 of Tract No. 36430-2, Lot Nos. 151 through 152 and 169 through 174 of Tract No. 36430-3, and Lot Nos. 31 through 33, 68 through 71, 88 through 91, and 105 through 113 of Tract No. 36430-4 (the "Assigned Property"). The Assigned Property contains thirty-four (34) single-family residential homes. 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 February 18, 2021, respecting the sale of the Assigned Property. The ownership of said Assigned Property was transferred to Assignee by Assignor via Deeds of Trust Document Nos. 2023-0266090 (Tract Nos. 36430-2 and 36430-4) and 2023-0312148 (Tract Nos. 36430-3 and 36430-4)

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 TUMF 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 ONE THOUSAND ONE HUNDRED EIGHTY-NINE DOLLARS (\$1,189) (the "TUMF Credit") per each single-family residential home 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

Assignment Agreement
Cal Hearthstone Lot Option Pool 03, L.P. & Lennar Homes of California, LLC
Tract No. 36430-2 Lot Nos. 21-26, Tract No. 36430-3 Lots Nos. 151-152, 169-174, and Tract No. 36430-4 Lot Nos. 31-33, 68-71, 88-91, 105-113
Briggs Road

certificate of occupancy is secured for each single-family residential home is greater than the TUMF Credit per said single-family residential home, the Assignee shall pay the differential amount in cash prior to securing the certificate of occupancy for said single-family residential home.

2. Assignee hereby accepts this Assignment Agreement 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 TUMF Credit with respect to the Assigned Property.

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

This Assignment Agreement 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, Assignee, and the County have executed and delivered this Assignment Agreement as of the day and year first above written.


ASSIGNOR:

Cal Hearthstone Lot Option Pool 03, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC, a
Delaware limited liability, its General Partner

By: Cal Hearthstone Public Builder Lot
Option, LLC, a Delaware limited liability
company, its Sole Member


By: Hearthstone Professional – CS, L.P.,
a Delaware limited partnership, its
Manager

By: 

Steven C. Porath
Authorized Person

ASSIGNEE:

Lennar Homes of California, LLC, a California
limited liability company,

By: 

Geoffrey Smith
Vice President

[Signature continues on next page]

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)

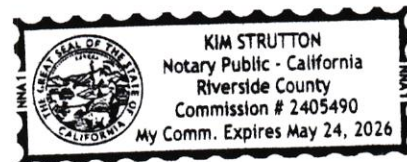
On February 6, 2024 before me, Kim Strutton, Notary Public
(insert name and title of the officer)

personally appeared Geoffrey Smith,
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  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles }

On January 29, 2023 before me, Karen S. Hornback, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven C. Porath
Name(s) of Signer(s)

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 Karen S. Hornback
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

COUNTY OF RIVERSIDE:

By: 
CHUCK WASHINGTON
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

EXHIBIT A

DESCRIPTION OF ASSIGNED PROPERTY

LOTS 21 THROUGH 26, INCLUSIVE, 31 THROUGH 33, INCLUSIVE, 105 THROUGH 113, INCLUSIVE, OF TRACT NO. 36430-2, AS PER MAP FILED ON NOVEMBER 3, 2022, IN BOOK 386, AT PAGES 73 THROUGH 80, INCLUSIVE, OF MAPS IN THE OFFICE OF COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AS SAME MAY BE AMENDED FROM TIME TO TIME.

LOTS 68 THROUGH 71, INCLUSIVE, 88 THROUGH 91, INCLUSIVE, 151, 152, AND 169 THROUGH 174, INCLUSIVE, OF TRACT NO. 36430-2, AS PER MAP FILED ON NOVEMBER 3, 2022, IN BOOK 486, AT PAGES 73 THROUGH 80, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Vicinity Map

Tract No. 36430-2 Lot Nos. 21-26

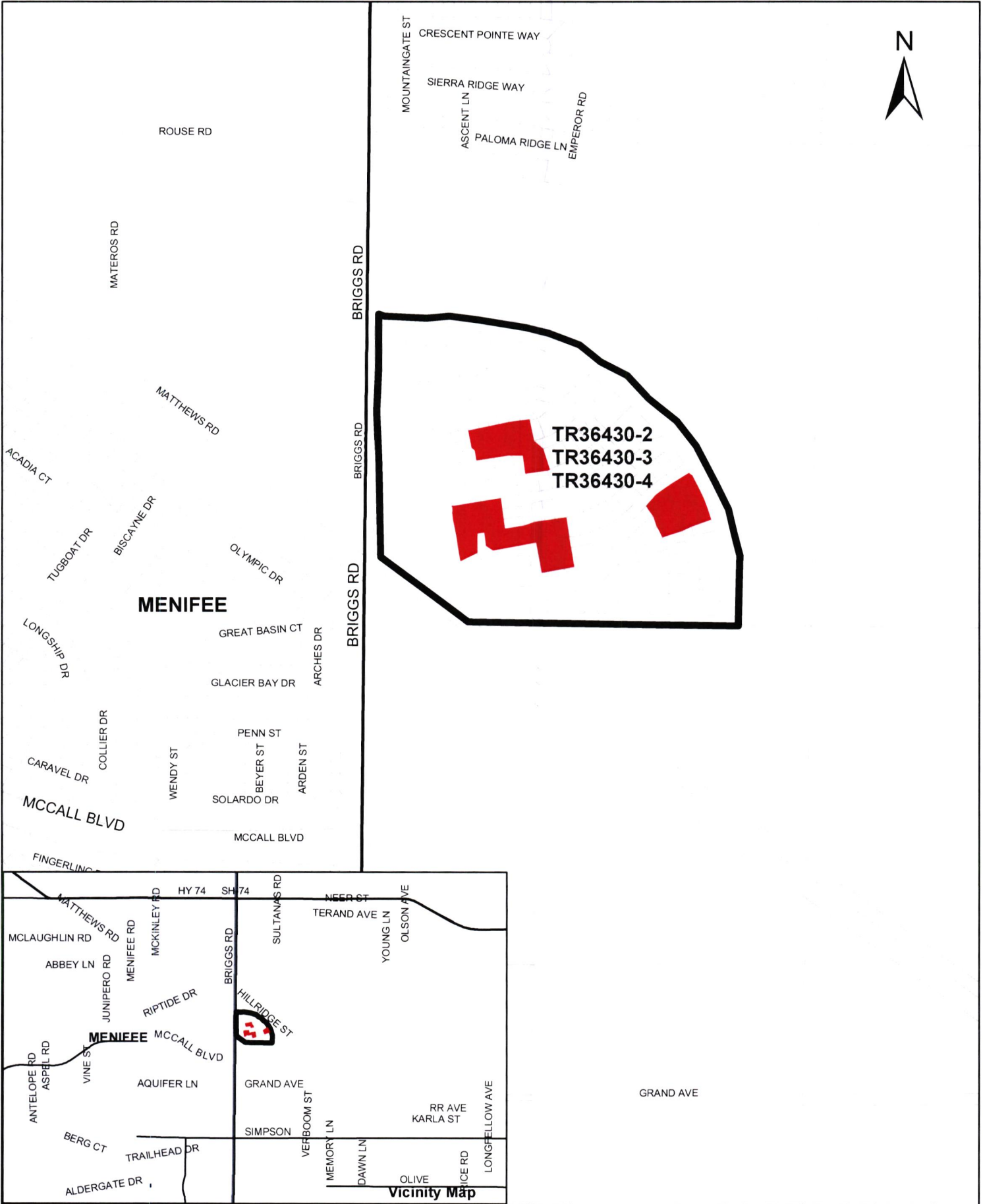
Tract No. 36430-3 Lot Nos. 151-152 and 169-174

Tract No. 36430-4 Lot Nos. 31-33, 68-71, 88-91, and 105-113

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.



0 335 670 1,340 Feet
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 1/18/2024



Vicinity Map

Tract No. 36430-2 Lot Nos. 21-26

Tract No. 36430-3 Lot Nos. 151-152 and 169-174

Tract No. 36430-4 Lot Nos. 31-33, 68-71, 88-91, and 105-113

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