

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



ITEM: 3.32
(ID # 25658)

MEETING DATE:
Tuesday, September 17, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval and execution of the Partial Assignment and Assumption of Improvement Credit Agreement between the County of Riverside, Copper Skye – Menifee, L.P., and Tri Pointe Homes IE-SD, Inc. associated with Unit Nos. 98 through 121 and 157 through 166 of Tract No. 33145. 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 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 Agreement between the County of Riverside, Copper Skye – Menifee, L.P., and Tri Pointe Homes IE-SD, Inc. associated with Unit Nos. 98 through 121 and 157 through 166 of Tract No. 33145; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

ACTION:Policy

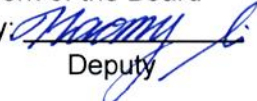

Dennis Acuna, Director of Transportation 8/5/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: September 17, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tri Pointe Homes IE-SD, Inc. (Assignee) acquired Unit Nos. 98 through 121 and 157 through 166 of Tract No. 33145 (Assigned Property) from Copper Skye – Menifee, L.P. (Assignor). The Assigned Property consists of thirty-four (34) multi-family residential units and is located within the boundaries of the Newport Road Community Facilities District No. 03-1 (Newport Road CFD), which is administered by the County of Riverside (County).

On September 13, 2022 (Agenda Item 3-19), the County Board of Supervisors approved the Newport Road CFD Transportation Uniform Mitigation Fee (TUMF) Program Improvement Credit Agreement (TUMF Agreement) between the County and Copper Skye – Menifee, L.P. which made the developed lots of the Assigned Property within the Newport Road CFD eligible for fee credit against the applicable TUMF fee.

Copper Skye – Menifee, L.P. now desires to assign to Tri Pointe Homes IE-SD, Inc. certain rights to TUMF credits under the TUMF Agreement relating to the Assigned Property. Each dwelling unit within the Assigned Property will be eligible to receive TUMF credit in an amount set forth in this Partial Assignment and Assumption of Improvement Credit 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 subject to further CEQA review. Therefore, the Assignment Agreement is not a project under CEQA.

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

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 9/12/2024



Aaron Gettis, Chief of Deputy County Counsel 9/5/2024

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

This Partial Assignment and Assumption of Improvement Credit Agreement (the "Assignment Agreement") is made as of Sept. 17, 2024, by and between Copper Skye-Meniffee, L.P. (the "Assignor"), Tri Pointe Homes IE-SD, Inc. (the "Assignee"), and the County of Riverside, (the "County"). The Assignor, the Assignee, and the County are sometimes hereinafter referred to individually a "Party" and collectively as "Parties".

RECITALS

A. The Assignor is a "Developer" under that certain agreement titled "Community Facilities District No. 03-1 (Newport Road CFD) Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" dated as of September 13, 2022 (Contract No. 22-03-003) (the "TUMF Agreement") with respect to that certain real property described on Exhibit A attached hereto (the "Assigned Property"), which is within the Final Tract Map No. 33145 (the "Tract") and comprises a portion of the Tract. The Assigned Property contains thirty-four (34) multi-family residential dwelling units. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the TUMF Agreement.

B. The Assignor and the Assignee are parties to that Real Estate Purchase and Sale Contract (the "Contract") dated as of December 15, 2020, respecting the sale of the Assigned Property. The ownership of said Assigned Property of Tract No. 33145 was transferred to the Assignee by the Assignor via Deed of Trust dated April 19, 2024 (DOC#2024-0115304).

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

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

AGREEMENT

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

1. The Assignor hereby assigns to the Assignee all of the 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 amount of up to One Thousand Seven Hundred Seventy-Five Dollars (\$1,775.00) (the "TUMF Credit") for each residential unit developed within the Assigned Property.

2. The 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. The 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 the Assignor, execute and deliver to the Assignee, its nominees, successor and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which the Assignee, its nominees, successors and/or assigns, may reasonably request in order to fully transfer and assign the rights of the Assignor in and under the TUMF Agreement and the TUMF Credit Amount with respect to the Assigned Property.

4. The 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 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.

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

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

[Signatures on following page]

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

ASSIGNOR:

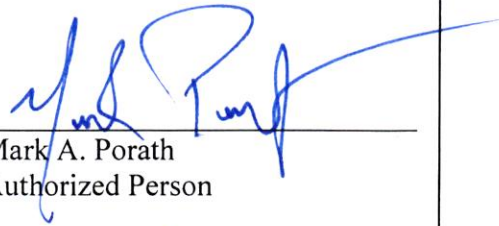
Copper Skye-Menifee, L.P., a Delaware limited partnership


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

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

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

By: Hearthstone, Inc., a California corporation, its General Partner

By: 
Mark A. Porath
Authorized Person

By: 
Steven C. Porath
Authorized Person

ASSIGNEE:

Tri Pointe Homes, IE-SD, Inc., a California corporation

By: 
Michael C. Taylor
Division President

[Signatures continued 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)

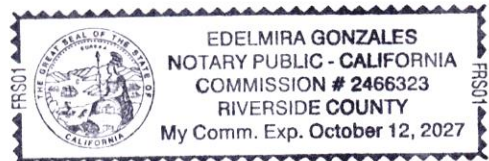
On 07/17/24 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
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 Edelmira Gonzales (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 July 16, 2024 before me, Karen S. Hornback, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Mark A. Porath and 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 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: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

COUNTY OF RIVERSIDE:

By: 
CHUCK WASHINGTON
Chairman, County Board of Supervisors

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

EXHIBIT A

DESCRIPTION OF PROPERTY

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

PARCEL 1:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 157 THROUGH 166, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE L (“MODULE L”) LOCATED ON A PORTION OF LOT 2 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 59-136 AND COPPER SKYE RESIDENTIAL UNITS 137-206) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON AUGUST 30, 2022 AS INSTRUMENT NO. 2022-0376961 (“CONDOMINIUM PLAN”) (COLLECTIVELY, THE “MODULE L TAKEDOWN 11 PROPERTY”).

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE L SHALL HAVE AN UNDIVIDED ONE-TENTH (1/10TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE L AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE L TAKEDOWN 11 PROPERTY INCLUDES TEN (10) RESIDENTIAL CONDOMINIUMS WITHIN MODULE L AND THEREFORE, INCLUDES AN UNDIVIDED TEN-TENTHS (10/10THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE L.

PARCEL 2:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 98 THROUGH 105, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE F (“MODULE F”) LOCATED ON A PORTION OF LOT 2 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 59-136 AND COPPER SKYE RESIDENTIAL UNITS 137-206) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY

CFD 03-1 (Newport Rd CFD)

Assignment Agreement

Copper Skye-Mentefee, L.P. & Tri Pointe Homes IE-SD, Inc.

Tract No. 33415 Unit Nos. 98-121 & 157-166

EXHIBIT A

ON AUGUST 30, 2022 AS INSTRUMENT NO. 2022-0376961 (“CONDOMINIUM PLAN”)
(COLLECTIVELY, THE “MODULE F TAKEDOWN 11 PROPERTY”).

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE F SHALL HAVE AN UNDIVIDED ONE-EIGHTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE F AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE F TAKEDOWN 11 PROPERTY INCLUDES EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE F AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGHTHS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE F.

PARCEL 3:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 106 THROUGH 113, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE G (“MODULE G”) LOCATED ON A PORTION OF LOT 2 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 59-136 AND COPPER SKYE RESIDENTIAL UNITS 137-206) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON AUGUST 30, 2022 AS INSTRUMENT NO. 2022-0376961 (“CONDOMINIUM PLAN”) (COLLECTIVELY, THE “MODULE G TAKEDOWN 11 PROPERTY”).

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE G SHALL HAVE AN UNDIVIDED ONE-EIGHTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE G AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE G TAKEDOWN 11 PROPERTY INCLUDES EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE G AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGHTHS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE G.

PARCEL 4:

CONDOMINIUMS COMPRISED OF:

PARCEL A:

RESIDENTIAL UNITS 114 THROUGH 121, INCLUSIVE, AND ASSOCIATION PROPERTY LOCATED WITHIN MODULE H (“MODULE H”) LOCATED ON A PORTION

CFD 03-1 (Newport Rd CFD)

Assignment Agreement

Copper Skye-Menifee, L.P. & Tri Pointe Homes IE-SD, Inc.

Tract No. 33415 Unit Nos. 98-121 & 157-166

EXHIBIT A

OF LOT 2 OF TRACT NO. 33145, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 483, PAGES 76 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN FOR OUTLOOK 1 (OPAL SKYE RESIDENTIAL UNITS 59-136 AND COPPER SKYE RESIDENTIAL UNITS 137-206) RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY ON AUGUST 30, 2022 AS INSTRUMENT NO. 2022-0376961 ("CONDOMINIUM PLAN") (COLLECTIVELY, THE "MODULE H TAKEDOWN 11 PROPERTY").

PARCEL B:

EACH RESIDENTIAL UNIT IN MODULE H SHALL HAVE AN UNDIVIDED ONE-EIGHTH (1/8TH) FEE SIMPLE INTEREST AS A TENANT IN COMMON TO THE COMMON AREA LOCATED WITHIN MODULE H AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN. THE MODULE H TAKEDOWN 11 PROPERTY INCLUDES EIGHT (8) RESIDENTIAL CONDOMINIUMS WITHIN MODULE H AND THEREFORE, INCLUDES AN UNDIVIDED EIGHT-EIGHTHS (8/8THS) INTEREST IN THE COMMON AREA LOCATED WITHIN MODULE H.

0 335 670 1,340 Feet

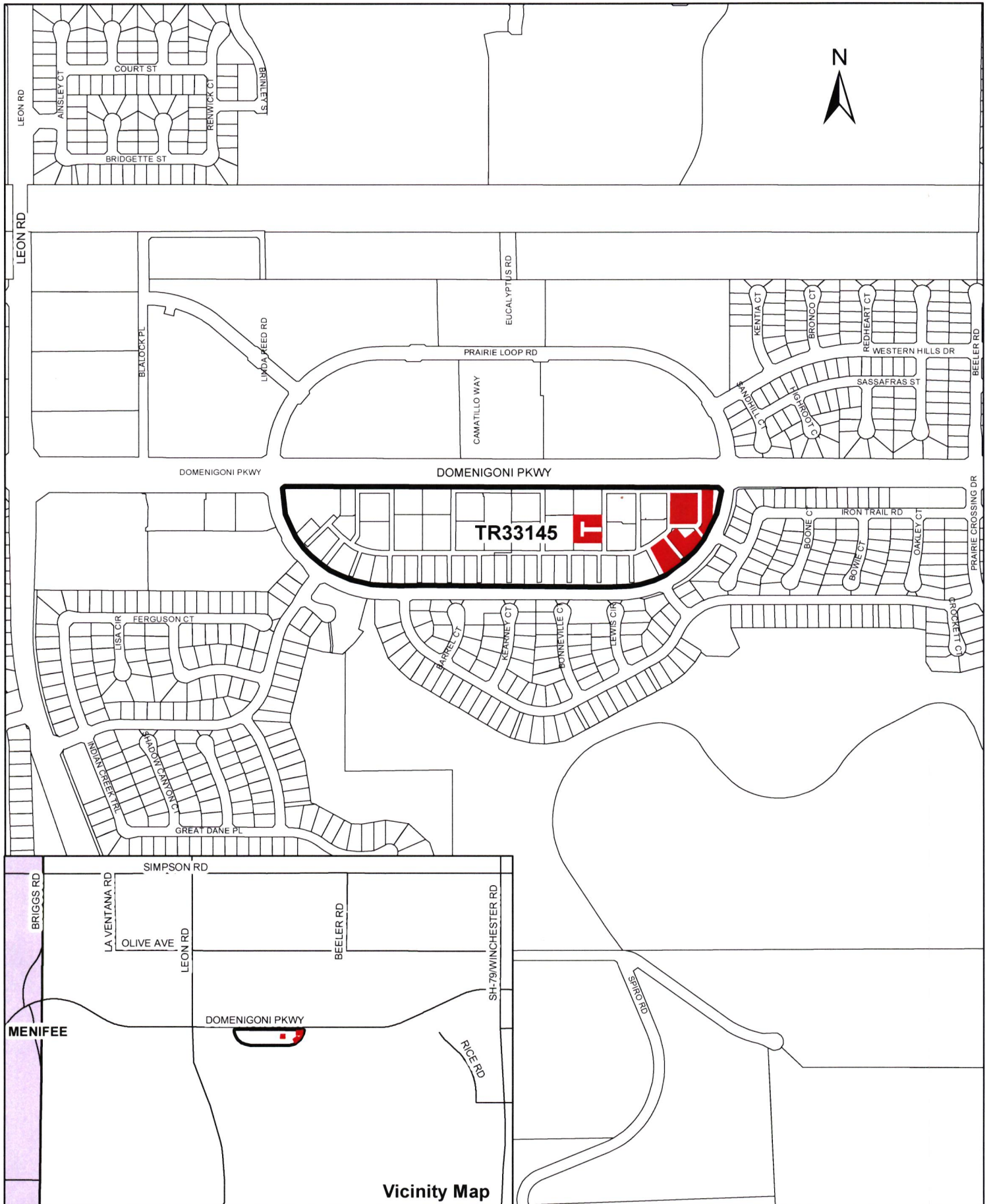
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 6/14/2024

Vicinity Map

Tract No. 33145

Unit Nos. 98-121 & 157-166

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.



Vicinity Map

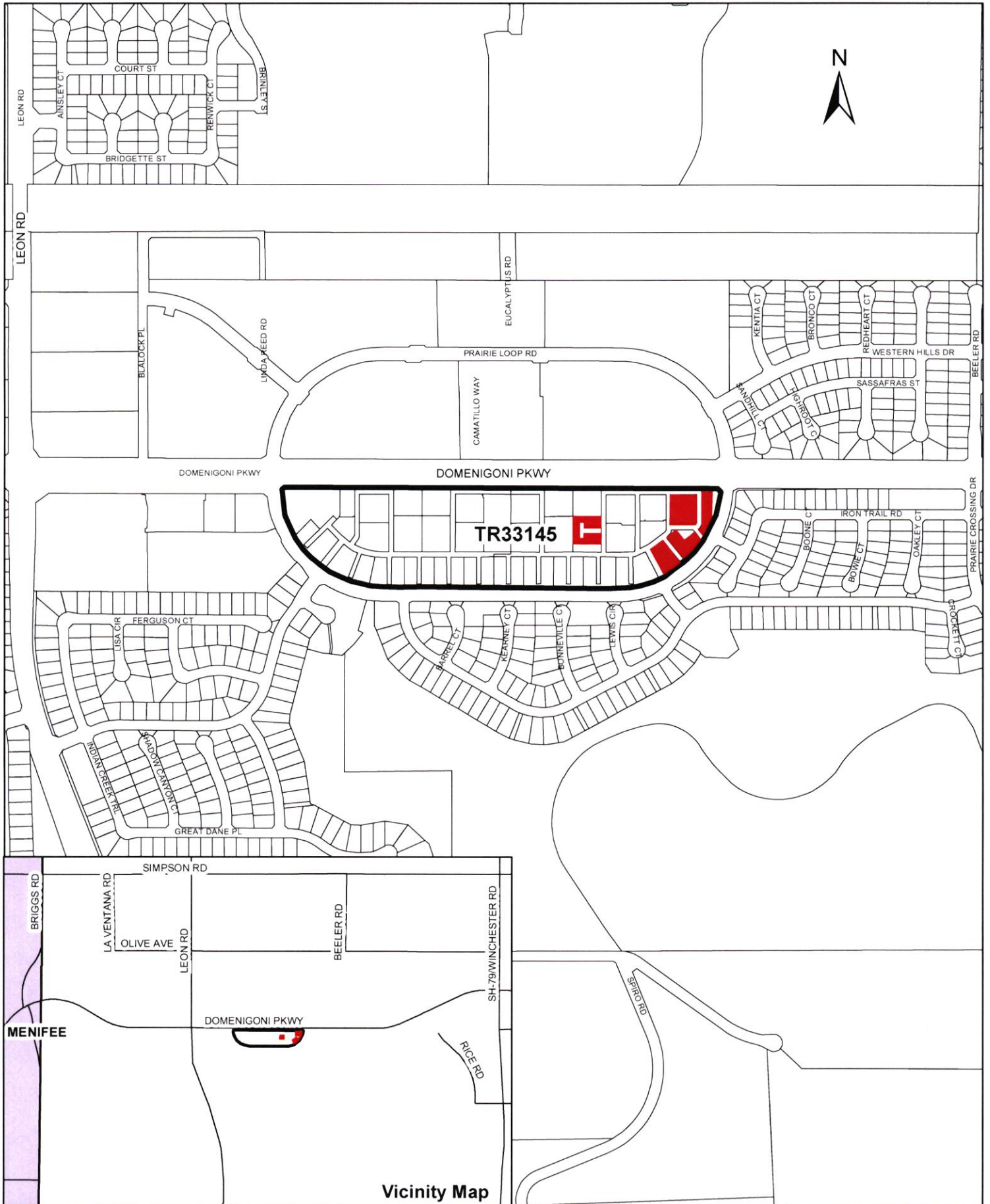
0 335 670 1,340 Feet
1 inch = 667 feet
Orthophotos Flown 2016
Printed by CSegarra on 6/14/2024

Vicinity Map

Tract No. 33145

Unit Nos. 98-121 & 157-166

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.



Vicinity Map