

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



ITEM: 3.27  
(ID # 26715)

MEETING DATE:  
Tuesday, January 28, 2025

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 Lot Nos. 57 through 72, 88 through 95, and 144 of Tract No. 30807. 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 Lot Nos. 57 through 72, 88 through 95, and 144 of Tract No. 30807; and
3. **Authorize** the Chairman of the Board of Supervisors to execute the same.

**ACTION:**Policy

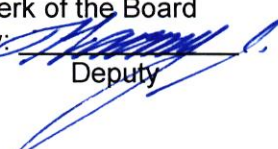
  
Dennis Acuna, Director of Transportation 12/17/2024

---

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: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 28, 2025  
xc: Transp.

Kimberly A. Rector  
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> Developer funded 100%.  No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

Tri Pointe Homes IE-SD, Inc. (Assignee) acquired Lot Nos. 57 through 72, 88 through 95, and 144 of Tract No. 30807 (Assigned Property) from Copper Skye – Menifee, L.P. (Assignor). The Assigned Property consists of twenty-five (25) single-family residential homes 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 August 30, 2022 (Agenda Item 3-80), 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 home 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

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

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

    
Douglas Ordóñez Jr. 1/21/2025

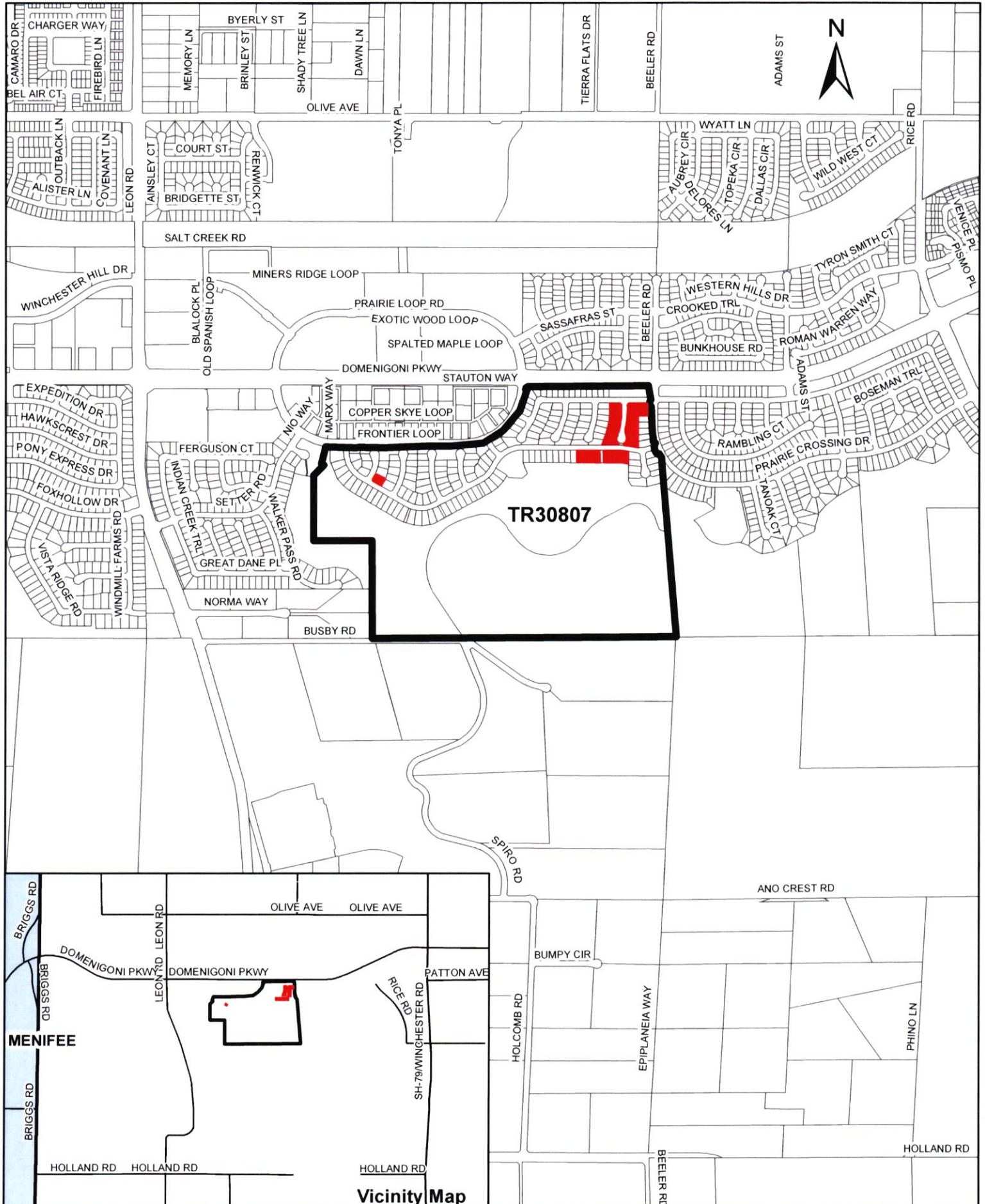
  
Aaron Gettis, Chief of Deputy County Counsel 1/6/2025



0 625 1,250 2,500 Feet  
1 inch = 1,250 feet  
Orthophotos Flown 2016  
Printed by CSegarra on 11/6/2024

Vicinity Map  
Tract No. 30807  
Lot Nos. 57-72, 88-95, and 144

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.



**State of California**  
**Secretary of State**  
**Certificate of Registration**

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

Entity Name: **COPPER SKYE - MENIFEE, L.P.**

California Name: **COPPER SKYE - MENIFEE, L.P.**

File Number: 202033600001

Registration Date: 11/30/2020

Entity Type: FOREIGN LIMITED PARTNERSHIP

Jurisdiction: DELAWARE

The above referenced entity complied with the requirements of California law in effect on the Registration Date for the purpose of qualifying to transact intrastate business in the State of California, and that as of the Registration Date, said entity became and now is duly registered 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 and that the entity shall transact all intrastate business within California under the California Name as set forth above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 1, 2020.

ALEX PADILLA  
Secretary of State



202033600001



**Secretary of State**  
**Application for Registration**  
**Foreign Limited Partnership (LP)**

LP-5

**IMPORTANT — Read Instructions** before completing this form.  
**Foreign Certificate of Good Standing is required.** See Instructions.

**Filing Fee** — \$70.00

**Copy Fees** — First page \$1.00; each attachment page \$0.50;  
 Certification Fee — \$5.00

*Note:* Registered LPs in California may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

**FILED**  
 Secretary of State  
 State of California

NOV 30 2020

*lpc*  
 Above Space For Office Use Only

**1. Name of Foreign LP** (See Instructions — Only enter an alternate name if the foreign LP name in Item 1a is not available in CA.)

1a. Enter the Exact Name of the Foreign LP (as listed on the Certificate of Good Standing.)

Copper Skye - Menifee, L.P.

1b. Enter the Alternate Name to be Used in California, if required.

**2. LP History** (See Instructions — Ensure that the formation date and jurisdiction match the attached Certificate of Good Standing.)

2a. Date LP was formed in home jurisdiction (MM/DD/YYYY)

11 / 25 / 2020

2b. Jurisdiction (State, foreign country or place where this LP is formed.)

Delaware

**3. Business Addresses** (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Street Address of Principal Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
23975 Park Sorrento, Suite 220	Calabasas	CA	91302
b. Mailing Address of Principal Office, if different than item 3a	City (no abbreviations)	State	Zip Code
c. Address of required office in Jurisdiction of Formation, if any	City (no abbreviations)	State	Zip Code
1209 Orange Street	Wilmington	DE	19801

**4. Service of Process** (Must provide either Individual OR Corporation.)

**INDIVIDUAL** — Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Steven	C.	Porath	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
23975 Park Sorrento, Suite 220	Calabasas	CA	91302

**CORPORATION** — Complete Item 4c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b
---

**5. General Partners** (Enter the name and addresses of all the General Partners. Attach additional pages, if necessary.)

5a. General Partner's Name			
Cal Hearthstone PBLO GP, LLC			
5b. General Partner's Address		City (no abbreviations)	State
23975 Park Sorrento, Suite 220		Calabasas	CA
			Zip Code
			91302

**6. Foreign Limited Liability Limited Partnership** (Check this box only if applicable)

☐ Check this box if the foreign limited partnership is a foreign limited liability limited partnership.

All attachments are part of this document. I declare that I am the person who signed this instrument, which is my act and deed. I further declare the information is true and correct, and I am authorized to sign.

See attached.

General Partner's Signature


See attached.

Type or Print Name

Document: Foreign Limited Partnership Application for Registration [Signature]

I declare that I am the person who signed this instrument, which is my act and deed. I further declare the information is true and correct, and I am authorized to sign.

By:

  
Steven C. Porath, Senior Vice President and General Counsel of  
Hearthstone, Inc., General Partner of  
Hearthstone Professionals – CS, L.P., Sole Member of  
Cal Hearthstone Public Builder Lot Option, LLC, Sole Member of  
Cal Hearthstone PBLO GP, LLC, General Partner of Copper Skye - Meniffee, L.P.

202033600001

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COPPER SKYE - MENIFEE, L.P." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF NOVEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COPPER SKYE - MENIFEE, L.P." WAS FORMED ON THE TWENTY-FIFTH DAY OF NOVEMBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



4252289 8300

SR# 20208504493

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 "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204176481

Date: 11-30-20



**HEARTHSTONE, INC.**  
**CORPORATE RESOLUTION/CERTIFICATE OF INCUMBANCY**

The following resolutions were duly adopted by written consent of the Director of Hearthstone, Inc., a California corporation (the "**Corporation**"), without a meeting, effective as of May 5, 2021.

WHEREAS, the Corporation is the general partner of Hearthstone Professionals –CS, L.P., a Delaware limited partnership, Manager of Cal Hearthstone Public Builder Lot Option, LLC, a Delaware limited liability company, sole member of Cal Hearthstone PBLO GP, LLC, a Delaware limited liability company, the general partner of **Copper Skye-Meniffee, L.P.**, a Delaware limited partnership (the "**Company**");

WHEREAS, it is in the best interests of the Company that certain officers of this Corporation be authorized to execute, acknowledge and deliver, as needed for projects of the Company (i) documents, instruments, applications, permits, bonds, agreements and other materials in connection with obtaining development permits and approvals, (ii) tentative and final tract maps/plats, homeowners' association governing documents, including CC&R's, (iii) surety and tax bonds as may be required by various governmental agencies pertinent to the projects of the Company, (iv) agreements on behalf of the Company for subdivision improvement and development, including agreements with agencies for required utilities, and (v) grant deeds and other instruments and agreements in connection with the development, construction and sale of individual lots within the single family residential projects owned and being developed by and on behalf of the Company (each, a "**Transaction**" and collectively, the "**Transactions**");

WHEREAS, it is in the best interest of the Company that the language relating to the description of the Transactions set forth in the foregoing recitals shall be given the broadest possible interpretation in order to consummate the Transactions contemplated by, or otherwise to effect the intent and purposes of the Company with respect to the grant of authority contained in the foregoing recitals.

NOW, THEREFORE, BE IT:

RESOLVED, the document to which this Resolution is attached is a Transaction contemplated in the foregoing recitals; and

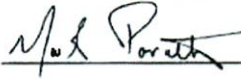

RESOLVED, FURTHER, that **Mark Porath**, Chief Executive Officer, and **Steven C. Porath**, Senior Vice President and General Counsel of the Corporation (each, an "**Authorized Person**"), are authorized and empowered, acting alone, to represent, act for, execute and deliver in the name and on behalf of the Corporation, in its capacity as general partner of Hearthstone Professionals – CS, L.P., Manager of Cal Hearthstone Public Builder Lot Option, LLC, sole member of Cal Hearthstone PBLO

GP, LLC, the general partner of Copper Skye-Meniffee, L.P., all actions, including, without limitation, signing, executing, acknowledging, certifying, attesting, delivering, accepting, recording and filing all documents, permits, certificates, instruments, maps/plats, conveyances, liens, deeds and other instruments, and paying all fees, taxes and other expenses or payments, in each case as such Authorized Person, in such Authorized Person's sole discretion, may determine to be necessary, appropriate or desirable and in the best interest of the Company in order to consummate the Transactions contemplated by, or otherwise to effect the purposes of, the foregoing recitals, such determination to be conclusively evidenced by the taking of any such action; and

RESOLVED, FURTHER, that all actions taken or performed up to the date hereof by the Authorized Persons in respect to the preparation, execution and delivery of the documents, certificates, instruments, conveyances, deeds and other instruments deemed necessary, appropriate or desirable by such Authorized Persons in order to fulfill the intent and accomplish the purposes of the Transactions contemplated by, or otherwise to effect the purposes of, the foregoing recitals be, and they hereby are, in all respects approved, ratified and confirmed; and

RESOLVED, FURTHER, that the attestation of the secretary of the Corporation and the impression of the corporate seal of the Corporation on any of the instruments executed in connection with the foregoing resolutions be and the same are hereby waived; and

RESOLVED, FURTHER, that the undersigned, the duly qualified and acting Secretary of the Corporation, hereby certifies that: (1) each of the Corporation, Hearthstone Professionals – CS, L.P., Cal Hearthstone Public Builder Lot Option, LLC, Cal Hearthstone PBLO GP, LLC, and the Company have been validly and duly created under the laws of their respective State of formation and that each is currently in good standing; (2) the foregoing is a true and correct copy of the Resolutions adopted by written Consent of the Director of the Corporation; (3) neither the Resolutions nor any action authorized pursuant thereto contravenes any provision of any instrument governing or relating to the affairs of the Corporation, Hearthstone Professionals – CS, L.P., Cal Hearthstone Public Builder Lot Option, LLC, Cal Hearthstone PBLO GP, LLC, and the Company; (4) the Resolutions were duly and validly adopted by written Consent of the Director of the Corporation and are now in full force and effect; and (5) the following named persons are the duly elected or appointed, qualified and serving officers of the Corporation, holding, as of the date hereof, the offices set forth below, and that the signatures set out opposite the names of such officers are the genuine signatures of such persons:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mark Porath	Chief Executive Officer President	
Steven C. Porath	Senior Vice President – General Counsel and Secretary	

RESOLVED, FURTHER, that the powers and duties herein prescribed be of continuing force and effect and all persons may rely on same until the Board of Directors of the Corporation shall by further resolution direct otherwise.

RESOLVED, FURTHER, a pdf copy of this document shall be as valid as the original signatures. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of May 5, 2021.

  
 \_\_\_\_\_  
 Steven C. Porath  
 Secretary

*Omnibus Resolution. Copper Skye-Meniffee. Lot Line Adjustment*





## Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: TRI POINTE HOMES IE-SD, INC.  
Entity No.: 0538474  
Registration Date: 01/03/1968  
Entity Type: Stock Corporation - CA - General  
Formed In: CALIFORNIA  
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, 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 June 15, 2022.

SHIRLEY N. WEBER, PH.D.  
Secretary of State

Certificate No.: 021978028

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](https://bizfileOnline.sos.ca.gov).

**SECRETARY'S CERTIFICATE  
OF  
TRI POINTE HOMES IE-SD, INC.**

The undersigned does hereby certify that he is the duly elected, qualified and acting Secretary of Tri Pointe Homes IE-SD, Inc., a California corporation (the "Company"), and that, as the duly elected, qualified and acting Secretary of the Company, does hereby certify:

1. Signing Authority for Project Management Documents. The Board of Directors of the Company did, as of July 11, 2024, adopt by unanimous written consent the recitals and resolutions a true and correct copy of which is attached hereto as Exhibit A.

2. Project Management Documents Officers. The Project Management Documents Officers designated by resolution as set forth in Exhibit A continue to serve (a) in their respective offices as listed in Exhibit A and (b) as Project Management Documents Officers.

Executed this 11th day of July, 2024.

  
\_\_\_\_\_  
David C. Lee, Secretary

The undersigned, Matthew A. Susson, hereby certifies that he is the duly elected Assistant Secretary of the Company and that the signature above is David C. Lee's true and correct signature.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate as of July 11, 2024.

  
\_\_\_\_\_  
Matthew A. Susson, Assistant Secretary

## **EXHIBIT A**

### **RESOLUTIONS**

#### **Project Management Documents Signing Authority**

WHEREAS, the Board has determined it to be in the best interests of the Company and its stockholders to specify the power and authority of certain officers of the Company to execute Project Management Documents (as defined below) by and on behalf of the Company.

NOW, THEREFORE, BE IT RESOLVED, that "Project Management Documents" shall consist of:

A. Agreements for Mello Roos and Special District (or Metro District) financing, including but not limited to Ballots, Reports and Certificates as needed for projects of the Company;

B. Tentative and final tract maps, homeowners' association budgets, governing documents as defined in California Civil Code §4150 (including, but not limited to, Declarations of C, C & R's and Supplemental Declarations), any applications and Subdivision Questionnaires for the State Department of Real Estate; and any Preliminary and Final Plats, as needed for projects of the Company;

C. Subdivision improvement, monumentation, grading, warranty, Department of Real Estate surety and tax bonds as may be required by various governmental agencies pertinent to the projects of the Company and agreements relating to surety bonds, including but not limited to Subdivision Improvement Agreements, Lien Agreements, extension of time and one-year maintenance agreements in favor of various governmental agencies;

D. Agreements on behalf of the Company for subdivision improvement and development, including but not limited to Road Improvement Agreements, Water Main Extension Agreements, Underline Extension Agreements and Utility Easements;

E. Agreements with agencies for gas, power, telephone, water or any other required utility;

F. Recordable Memoranda of Agreements, Cost Sharing Reimbursement Agreements and School Mitigation Agreements;

G. Master Agreements for Professional Services (Architect, Engineer or Other Consultant), Work Agreements for Master Agreement for Professional Services, Purchase Orders and Change Orders; and

H. Documents, including but not limited to, Post Closing Title 7 Dispute Resolution, Master Dispute Resolution Declaration and Individual Dispute Resolution, as may be required by the Department of Real Estate.



RESOLVED FURTHER, that the following officers of the Company, duly elected and currently serving in the offices of the Company respectively set forth after their names, are hereby designated the "Project Management Documents Officers" and are each hereby authorized to execute on behalf of the Company and to deliver Project Management Documents:

Michael C. Taylor	Division President—Inland Empire and San Diego
Thomas J. Mitchell	President
Amita Jambusaria	Vice President
Francine Wallace	Vice President
Brian Ortwein	Vice President
Allen Kashani	Assistant Secretary
Ralph Chenier	Assistant Secretary
Thomas G. Grable	Division President—Orange County-Los Angeles(*)
Scott Pasternak	Vice President(*)
Jason Miller	Vice President(*)
John Sands	Vice President(*)
Stephanie Fabbri-Carter	Assistant Secretary(*)
Keith P. Frankel	Assistant Secretary(*)

(\*) Officer of Tri Pointe Homes Holdings, Inc., an affiliate (and indirect parent) of the Company

RESOLVED FURTHER, that the Project Management Documents Officers are hereby severally authorized to (a) sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all instruments and documents related to the Project Management Documents, and (b) take, or cause to be taken, any and all such action in the name and on behalf of the Company as are in such officer's sole discretion necessary or advisable and in the best interest of the Company in order to consummate the transactions contemplated by, or otherwise to effect the purposes of, the foregoing resolutions and recitals; and

RESOLVED FURTHER, that any and all acts of the Project Management Documents Officers to the date of this consent in connection with the documents and transactions referred to in the preceding resolutions and recitals are hereby in each respect ratified, confirmed, and adopted and approved as the acts of the Company.

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

This Partial Assignment and Assumption of Improvement Credit Agreement (the "Assignment Agreement") is made as of Jan. 28, 2025 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 August 30, 2022 (Contract No. 22-02-007) (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. 30807 (the "Tract") and comprises a portion of the Tract. The Assigned Property contains twenty-five (25) single-family residential dwelling homes. 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 21, 2020, respecting the sale of the Assigned Property. The ownership of said Assigned Property of Tract No. 30807 was transferred to the Assignee by the Assignor via Deed of Trust dated October 21, 2024 (DOC#2024-0316727).

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 home 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

JAN 28 2025 327

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 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.

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:**

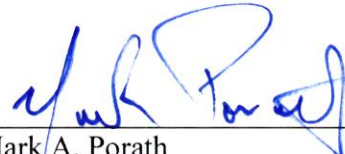
Copper Skye – Meniffee, L.P., a Delaware limited partnership


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 Professionals – 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:   
Brian Ortwein  
Vice President

[Signatures continued on next page]

**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 November 22, 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.

Place Notary Seal and/or Stamp Above

Signature Karen S. Hornback  
*Signature of Notary Public*

**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: \_\_\_\_\_

## 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 11/25/2024 before me, Olinda E. Rodriguez / Notary Public  
(insert name and title of the officer)

personally appeared Brian Ortwein,  
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 *Olinda Rodriguez* (Seal)







**COUNTY OF RIVERSIDE:**

By:   
MANUEL PEREZ  
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 A:

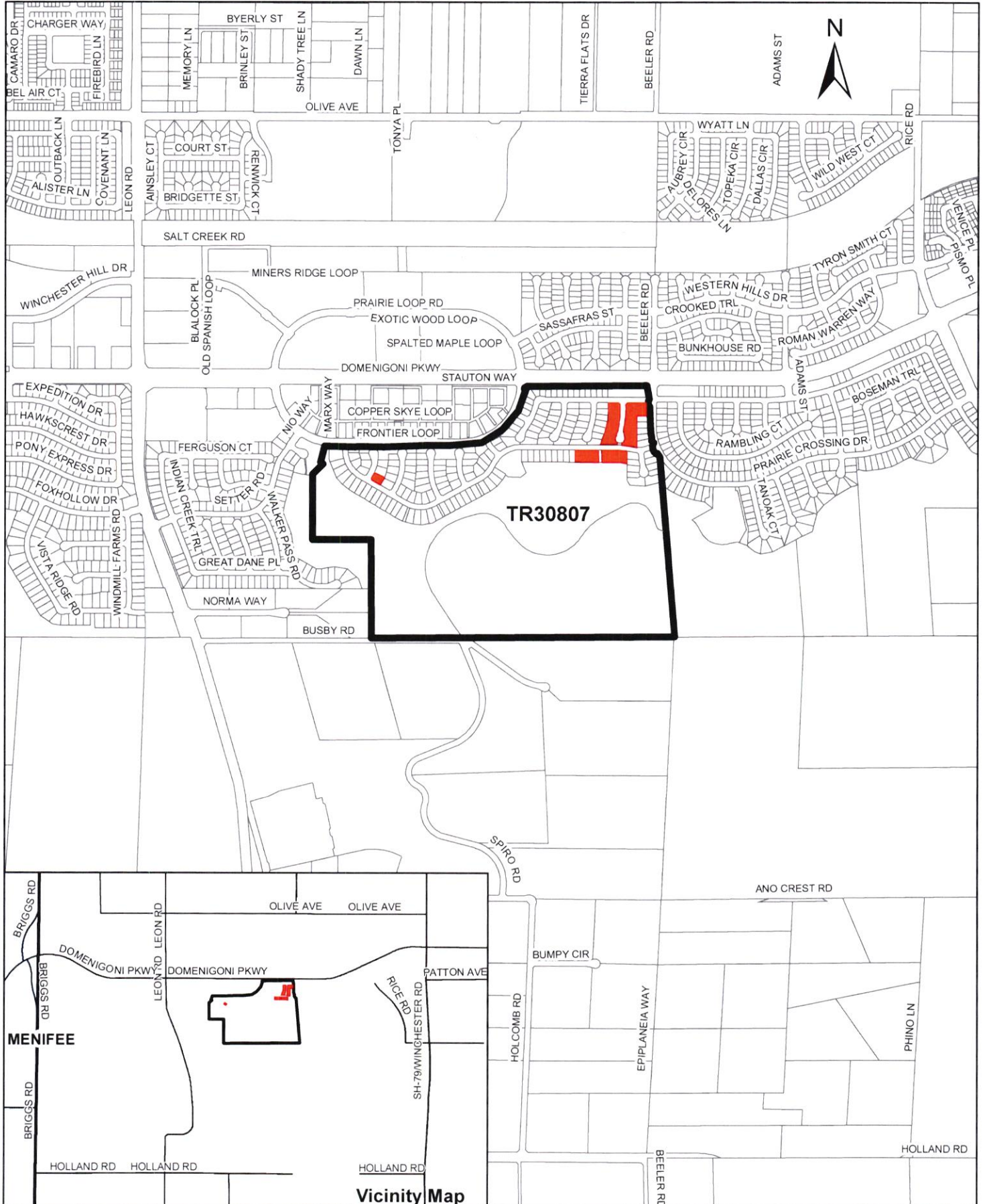
LOTS 57 THROUGH 72, INCLUSIVE, 88 THROUGH 95, INCLUSIVE, 144, AND 191 THROUGH 209, INCLUSIVE, OF TRACT NO. 30807, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 474, PAGES 38 THROUGH 48, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

0 625 1,250 2,500 Feet

1 inch = 1,250 feet  
Orthophotos Flown 2016  
Printed by CSegarra on 11/6/2024

Vicinity Map  
Tract No. 30807  
Lot Nos. 57-72, 88-95, and 144

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.





0 625 1,250 2,500 Feet

1 inch = 1,250 feet  
Orthophotos Flown 2016  
Printed by CSeGarra on 11/6/2024

# Vicinity Map Tract No. 30807

Lot Nos. 57-72, 88-95, and 144

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.

