

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



ITEM: 3.27
(ID # 28795)

MEETING DATE:
Tuesday, November 04, 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, BRPLD LLC, and D.R. Horton Los Angeles Holding Company, Inc. associated with Lot Nos. 83 through 102, 110 through 118, 171, 172, and 226 through 248 of Tract No. 37439. 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 is 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, BRPLD LLC, and D.R. Horton Los Angeles Holding Company, Inc. associated with Lot Nos. 83 through 102, 110 through 118, 171, 172, and 226 through 248 of Tract No. 37439; and
3. Authorize the Chairman of the Board of Supervisors to execute the same.

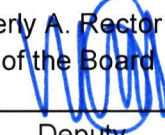
ACTION:Policy


Dennis Acuna, Director of Transportation 9/24/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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: November 4, 2025
xc: Transp.

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: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

D.R. Horton Los Angeles Holding Company, Inc. (Assignee) acquired Lot Nos. 83 through 102, 110 through 118, 171, 172, and 226 through 248 of Tract No. 37439 (Assigned Property) from BRPLD LLC (Assignor). The Assigned Property consists of fifty-four (54) single-family residential homes and is located within the boundaries of the Scott Road Community Facilities District No. 05-8 (Scott Road CFD), which is administered by the County of Riverside (County).

On December 5, 2023 (Agenda Item 3-28), the County Board of Supervisors approved the Scott Road CFD Transportation Uniform Mitigation Fee (TUMF) Program Improvement Credit Agreement (TUMF Agreement) between the County and BRPLD LLC, which made the developed lots of the Assigned Property within the Scott Road CFD eligible for fee credit against the applicable TUMF fee.

BRPLD LLC now desires to assign to D.R. Horton Los Angeles Holding Company, 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 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 Policy Analyst

10/29/2025



Aaron Gettis, Chief of Deputy County Counsel

10/23/2025

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

This Partial Assignment and Assumption of Improvement Credit Agreement (the "Assignment Agreement") is made as of NOV 04 2025, by and between BRPLD LLC (the "Assignor"), D.R. Horton Los Angeles Holding Company, Inc. (the "Assignee"), and the County of Riverside (the "County"). The Assignor, the Assignee, and the County are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. The Assignor is a "Developer" under that certain agreement titled "Community Facilities District No. 05-8 (Scott Road CFD) Improvement Credit Agreement, Transportation Uniform Mitigation Fee Program" dated as of December 5, 2023 (Contract No. 23-08-010) (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. 37439 (the "Tract") and comprises a portion of the Tract. The Assigned Property contains fifty-four (54) 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 April 13, 2022, respecting the sale of the Assigned Property. The ownership of said Assigned Property of Tract No. 37439 was transferred to the Assignee by the Assignor via Deed of Trust dated July 31, 2025 (DOC#2025-0236119).

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 Ten Thousand One Hundred Four Dollars (\$10,104.00) (the "TUMF Credit") for each residential home developed within the Assigned Property.

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

CFD 05-8 (Scott Road CFD)
Assignment Agreement
BRPLD LLC and D.R. Horton Los Angeles Holding Company, Inc.
Tract No. 37439 Lot Nos. 83-102, 110-118, 171, 172, & 226-248

NOV 04 2025

3.27

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 the 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:

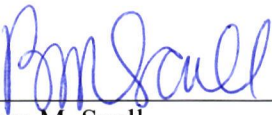
BRPLD LLC, a Delaware limited liability company

By: _____
Nicole Burdette
President

By: _____
William B. Seith
Secretary

ASSIGNEE:

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


By:  _____
Barbara M. Scull
Division President

[Signatures continued on next page]


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

ASSIGNOR:

BRPLD LLC, a Delaware limited liability company

By: 

Nicole Burdette
President

By: 

William B. Seith
Secretary

ASSIGNEE:

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

By: _____
Barbara M. Scull
Division President

[Signatures continued on next page]

CALIFORNIA 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 Riverside }
On August 28, 2025 before me, Ginger Lovett, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Barbara M. Scull
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 [Handwritten Signature]
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: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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) ss.

On September 4, 2025, before me, S Six, Notary Public, personally appeared Nicole Burdette, William B. Seith, 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.



S Six
Notary Public

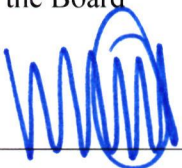
COUNTY OF RIVERSIDE:

By: 
V. 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

NOV 04 2025 3.27

EXHIBIT A

DESCRIPTION OF PROPERTY

PARCEL 1:

LOTS 83 THROUGH 102, INCLUSIVE, 110 THROUGH 118, INCLUSIVE, 171, 172, 226 THROUGH 248, INCLUSIVE, OF TRACT NO. 37439, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 491, PAGES 59 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005 AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019 AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

APN: 466-481-020 THROUGH 466-481-032; 466-491-012 THROUGH 466-491-018; 466-492-004 THROUGH 466-492-012; 466-501-001 THROUGH 466-501-002; 466-512-019 THROUGH 466-512-029; 466-502-001 THROUGH 466-502-012

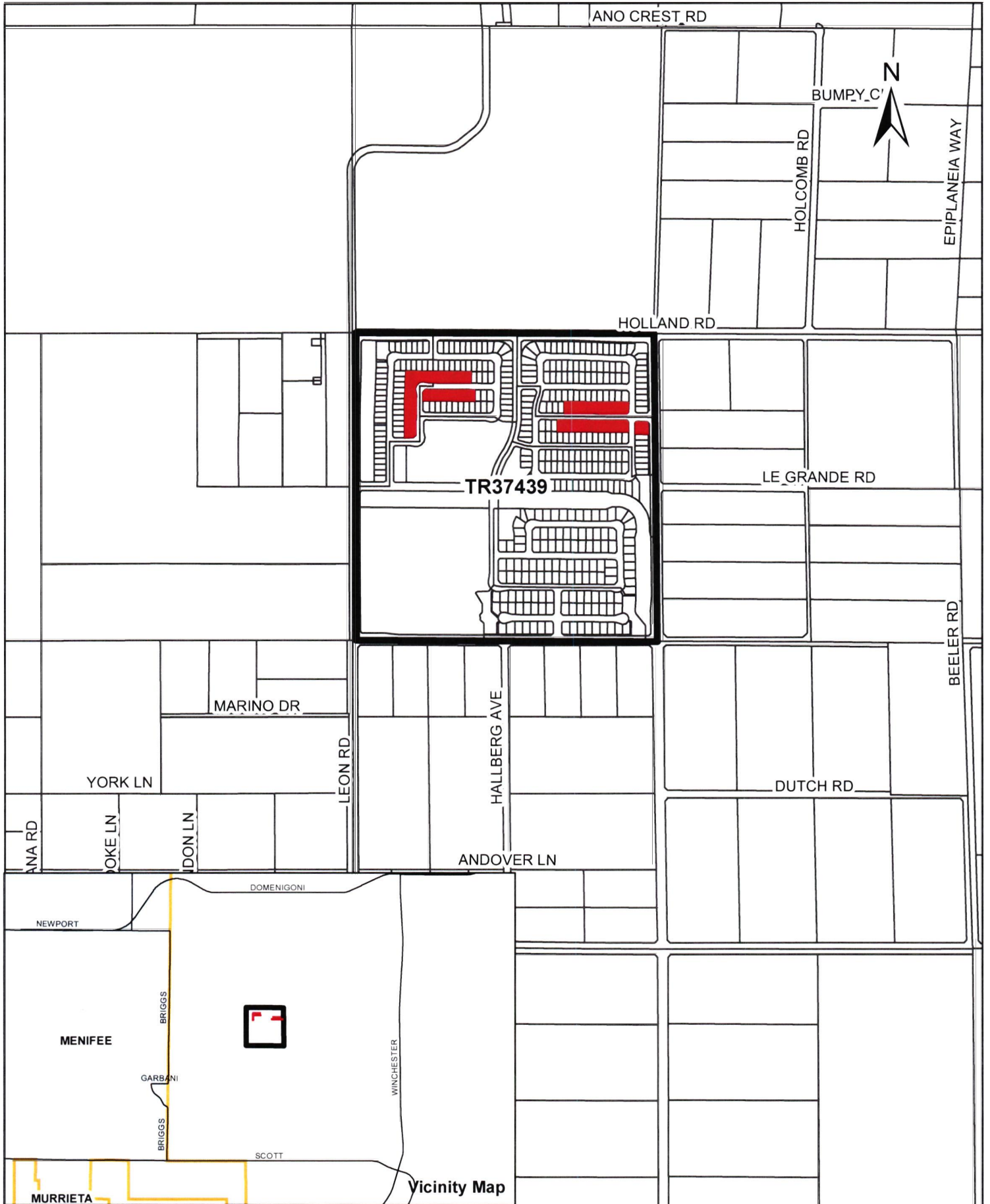
0 500 1,000 2,000 Feet
1 inch = 1,042 feet

Vicinity Map Tract No. 37439

Lot Nos. 83-102, 110-118, 171, 172, & 226-248

Printed by CSegarra on 8/22/2025

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.





Secretary of State Certificate of Status

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

Entity Name: BRPLD LLC
Entity No.: 201936410555
Registration Date: 12/30/2019
Entity Type: Limited Liability Company - Out of State
Formed In: DELAWARE
Status: Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business 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 08, 2023.

A handwritten signature in black ink, appearing to read "S. N. Weber".

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

Certificate No.: 117596629

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.

State of California
Secretary of State

Certificate of Registration - Amendment

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

Entity Name: **BRPLD LLC**

California Name: **BRPLD LLC**

File Number: 201936410555

Registration Date: 12/30/2019

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Jurisdiction: DELAWARE

Amendment Date: 12/14/2021

There was filed in this office an amendment to the registration whereby the name under which the entity was registered and transacting business in California was changed to the California Name above on the Amendment Date.

The above referenced entity complied with the requirements of California law in effect on the Amendment Date for the purpose of registering to transact intrastate business in the State of California, 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 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 20, 2021.

A handwritten signature in black ink, appearing to read "S. N. Weber", is written over a horizontal line.

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



**Secretary of State
Foreign Limited Liability
Company (LLC)
Name Change Amendment**

LLC-6



Above Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current certificate evidencing the name change issued by the government agency where the LLC was formed. See Instructions.

Filing Fee – \$30.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: You must file a Statement of Information (Form LLC-12) to change the LLC's business address(es), or to change the name or address of the LLC's agent for service of process. Statements of Information (Form LLC-12) can be filed online at llcbizfile.sos.ca.gov/SI.

1. LLC Exact Name Used in California (Enter the name used in California exactly as listed on the records of the California Secretary of State.)

Brookfield Merge 56 LLC

2. LLC 12-Digit (File) Entity Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2 0 1 9 3 6 4 1 0 5 5 5

3. New LLC Name in the State, Country, or Other Place of LLC Formation (If the LLC changed its name in the jurisdiction of formation, list the new LLC name as listed on your attached certificate evidencing the name change.)

BRPLD LLC

4. California Alternate Name, if Required (See Instructions - Complete either 4a, 4b, 4c)

4a. List an alternate name to be used in California if: (1) the LLC name in Item 3 does not comply with California naming requirements or (2) you only are filing this form to change an existing alternate name used in California. List the alternate name exactly as it is to appear on the records of the California Secretary of State.

4b. Check this box if you completed Item 3, above **and** if applicable. If you check this box, do not complete Item 4a above or 4c below.

This LLC registered in California before January 1, 2014; currently transacts intrastate business in California under the alternate name listed in Item 1 above; and upon this filing, will continue to transact intrastate business in California under the alternate name listed in Item 1 above.

4c. If you check this box, do not complete Item 4a or 4b above.

Check this box if you are relinquishing the California alternate name.

Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the foreign LLC.

Additional signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-6. (All attachments should be 8 1/2 x 11, one-sided, legible and clearly marked as an attachment to this Form LLC-6.)

Signature

Robin Rutherford

Type or Print Name

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

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

That on the **30th** day of **DECEMBER, 2019**, **BROOKFIELD MERGE 56 LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **DELAWARE** as **BROOKFIELD MERGE 56 LLC** and that as of said date said limited liability company 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.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 30, 2019.



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

ALEX PADILLA
Secretary of State

VRF



Secretary of State
Application to Register a Foreign Limited Liability Company (LLC)

LLC-5

201936410555

CMJ

FILED
 Secretary of State
 State of California *gjs*

DEC 30 2019

IPC

This Space For Office Use Only

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current Certificate of Good Standing issued by the government agency where the LLC was formed. See Instructions.

Filing Fee - \$70.00

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

Note: Registered LLCs 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>.

1a. LLC Name (Enter the exact name of the LLC as listed on your attached Certificate of Good Standing.)

Brookfield Merge 56 LLC

1b. California Alternate Name, if Required (See Instructions – Only enter an alternate name if the LLC name in 1a not available in California.)

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

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

12 / 27 / 19

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

Delaware

c. Authority Statement (Do not alter Authority Statement)

This LLC currently has powers and privileges to conduct business in the state, foreign country or place entered in Item 2b.

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 Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
12265 El Camino Real, Suite 180	San Diego	CA	92130
b. Street Address of Principal Office in California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
12265 El Camino Real, Suite 180	San Diego	CA	92130
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code

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
Robin		Rutherford	
b. Street Address (If agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
12265 El Camino Real, Suite 180	San Diego	CA	92130

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. Read and Sign Below (See Instructions. Title not required.)

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized to sign on behalf of the foreign LLC.

Robin Rutherford
 Signature

Robin Rutherford
 Type or Print Name

Delaware

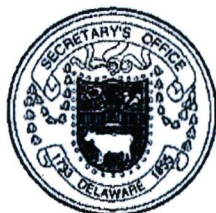
Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BROOKFIELD MERGE 56 LLC" 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 DECEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BROOKFIELD MERGE 56 LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2019.

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



7772609 8300

SR# 20198909486

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 204316282

Date: 12-30-19

201936410555

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: _____
Brookfield Merge 56 LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is amended to be BRPLD LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 8th day of December, A.D. 2021.

By: Robin Rutherford
Authorized Person(s)

Name: Robin Rutherford
Print or Type

Delaware

Page 1

The First State

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 AMENDMENT OF "BROOKFIELD MERGE 56 LLC", CHANGING ITS NAME FROM "BROOKFIELD MERGE 56 LLC" TO "BRPLD LLC", FILED IN THIS OFFICE ON THE EIGHTH DAY OF DECEMBER, A.D. 2021, AT 5:30 O`CLOCK P.M.



7772609 8100
SR# 20214088931

You may verify this certificate online at 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.

Jeffrey W. Bullock, Secretary of State

Authentication: 204975011
Date: 12-14-21

201936410555

CERTIFIED TRUE COPY OF CORPORATE RESOLUTION
BRPLD LLC

ANNUAL ELECTION OF OFFICERS

RESOLVED, that the following persons are elected, effective March 15, 2023, to serve as officers of the Company until the election and qualification of their respective successors or their earlier resignation or removal:

NICOLE BURDETTE	President
RICHARD T. WHITNEY	Chief Financial Officer
DAVE E. BARTLETT	Vice President
JOHN M. OGREN	Vice President
WILLIAM B. SEITH	Secretary
ROBIN A. RUTHERFORD	Assistant Secretary

RESOLVED FURTHER, that the Acceptance of each officer is attached hereto as Exhibit "A."

RESOLVED FURTHER, that except when otherwise authorized or directed by the Board of Managers, or by law, the officers of the Company are authorized to execute, acknowledge and deliver any and all instruments of writing, including but not limited to, subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, security instruments and such other documentation necessary or appropriate in the ordinary course of business of the Company. Unless specifically authorized by the Board of Managers to the contrary, any and all subdivision maps, contracts, agreements for purchase and sale, leases, deeds, notes, loan agreements, partnership agreements and security instruments, other than deeds and purchase agreements for the sale of a single family residence, shall require the signature of two officers of the Company.

RESOLVED FURTHER, that no contract or obligation involving the transfer of a right in any major asset of the Company shall be signed without prior approval of the Board of Managers or any committee thereof duly authorized to give such approval.

This is to certify that the foregoing is a true copy of a resolution adopted by the Board of Managers of BRPLD LLC, a Delaware limited liability company, on the 15th day of March, 2023, and that such resolution is unamended and still in full force and effect.

In witness whereof, I have hereunto signed my name as Assistant Secretary of BRPLD LLC, this 26th day of July, 2023.

DocuSigned by:

Robin Rutherford

A054937813A4448...

Robin A. Rutherford, Assistant Secretary

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC.

FILE NUMBER: C1931494
FORMATION DATE: 03/30/1995
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
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 authorized to
exercise all of its powers, rights and privileges 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 July 17, 2018.

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

ALEX PADILLA
Secretary of State

CERTIFICATE OF SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Secretary of **D.R. Horton Los Angeles Holding Company, Inc., a California corporation** (the "Company"), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following are true, correct and complete copies of resolutions related to the subject matter as adopted by the Consent of Sole Director of the Company dated December 8, 2021 (the "Resolutions"). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Name Change - Vice President and Division President

WHEREAS, effective December 2, 2008, Barbara M. Murakami was duly elected to the office of Assistant Vice President of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective September 13, 2012, Barbara M. Murakami was duly elected to the additional office of Assistant Secretary of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective May 5, 2015, Barbara M. Murakami was promoted to the office of Vice President of the Company in the Company's South Coast / Inland Empire Division;

WHEREAS, effective June 17, 2015, Barbara M. Murakami's authority was expanded to include the execution of homeowner association documents, CC&Rs, subdivision agreements and condominium plans;

WHEREAS, on October 1, 2019, Barbara M. Murakami was promoted to the position of City Manager of the South Coast / Inland Empire - South area of the Company's Southern California Division, and was granted additional duties and authority as City Manager effective January 11, 2021;

WHEREAS, effective January 11, 2021, Barbara M. Murakami was removed from the office of Assistant Secretary of the Company;

WHEREAS, effective October 1, 2021, Barbara M. Murakami was promoted to the position of Division President of the Company's South Coast / Inland Empire - South Division, which Division is now known as the Southern California South Division; and

WHEREAS, Barbara M. Murakami's name subsequently changed to Barbara M. Scull, and it is appropriate and desirable to reaffirm her authority as Vice President and Division President of the Company at this time.

NOW, THEREFORE, BE IT RESOLVED, that Barbara M. Scull shall continue to hold the office of Vice President of the Company and Division President (*the "Division President"*) of the Company's Southern California South Division (*the "Division"*), to serve until the next annual meeting of the directors of the Company and until her successor is duly elected and qualified or until her earlier death, resignation or removal.

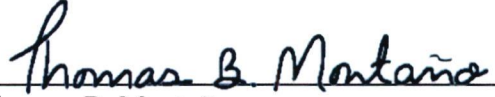
RESOLVED FURTHER, that the Division President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (*collectively the "Entities"*), (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division (*the "Approving Officers"*), to execute and deliver contracts, agreements and other documents and instruments (other than promissory notes) for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities, closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER, that in connection with the management of the Entities' business, the Division President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i) contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) contracts, agreements, deeds, closing statements and other documents and instruments for the sale, transfer and/or conveyance of mineral rights, groundwater and other water rights owned, leased or controlled by any of the Entities to DRH Energy, Inc., an affiliate of the Entities, (iii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iv) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER, that in connection with the management of the Entities' business in the Division, the Division President shall be authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver any and all documents and instruments, necessary to sell and convey title to single-family and multi-family homes.

RESOLVED FURTHER, that effective as of the date hereof, the authority hereby granted to Barbara M. Scull supersedes authority previously granted by Written Consent of Sole Director to Barbara M. Scull.

IN WITNESS WHEREOF, the undersigned has signed on the 11th day of January, 2022.

Handwritten signature of Thomas B. Montaña in cursive script, written over a horizontal line.

Thomas B. Montaña
Secretary

0 500 1,000 2,000 Feet
1 inch = 1,042 feet

Printed by CSegarra on 8/22/2025

Vicinity Map

Tract No. 37439

Lot Nos. 83-102, 110-118, 171, 172, & 226-248

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