

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



ITEM
2.9
(ID # 6312)

MEETING DATE:

Tuesday, March 13, 2018

FROM : TLMA-TRANSPORTATION:

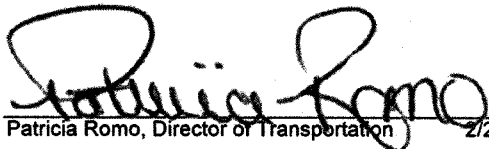
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of Final Tract Map 36593-6, a Schedule "A" Subdivision in the Spanish Hills Area. 1st District; [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 36593-6; and
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 36593-6.

ACTION: Consent


Patricia Romo, Director of Transportation 2/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 13, 2018
xc: Transp.

Kecia Harper-Ihem
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: Applicant fees 100%. No general funds will be used.			Budget Adjustment:	N/A
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 36593 was approved by the Board of Supervisors on April 7, 2015 as Agenda Item 1-2. Final Tract Map 36593-6 is the seventh (7th) phase out of a total of seven (7) phases. Final Tract maps 36593, 36593-1, 36593-2, 36593-3, 36593-4, and 36593-5 have already recorded. Final Tract map 36593-6 is a 30.83 acre subdivision that is creating 78 residential lots and two (2) open space lots in the Spanish Hills Area. This Final Tract Map complies in all respects with the provisions of Division 3 of Title 15 of the Government Code and applicable local ordinances. All necessary conditions of approval have been satisfied and departmental clearances have been obtained to allow for the recordation of the final map.

Government Code Section 66458 directs the Board of Supervisors to approve a final map, without any discretion, if the map conforms to all the requirements of the Subdivision Map Act and local ordinances applicable at the time of approval or conditional approval of the tentative map.

Forestar Toscana Development Company desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements and Securities which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer. The securities posted by Lexon Insurance Company are as follows:

\$1,188,500 - Bond # 1151910 for the completion of street improvements
 \$202,000 - Bond # 1151910 for the completion of the water system
 \$208,000 - Bond # 1151910 for the completion of the sewer system
 \$86,000 - Bond # 1151911 for the completion of the monumentation

Impact on Residents and Businesses:

This action has no impact on residents or businesses.

Additional Fiscal Information:

All fees paid by the applicant. There is no general fund obligation.

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

Contract History and Price Reasonableness:

N/A

ATTACHMENTS:

36593-6 Vicinity Map
36596-6 Road/Drainage Improvement Agreement
36596-6 Water System Improvement Agreement
36596-6 Sewer System Improvement Agreement
36596-6 Monumentation Agreement
36563-6 Mylars



Gregory T. Priamos, Director County Counsel 2/27/2018

**AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Forestar Toscana Development Company, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36593-6, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all road and drainage improvements in accordance with those Road Plans for said land division which have been approved by the County Director of Transportation, and are on file in the office of the Riverside County Transportation Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Ordinance No. 461, as amended, which are hereby expressly made a part of this agreement. All the above required work shall be done under the inspection of and to the satisfaction of the County Director of Transportation, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of One million one hundred eighty-eight thousand five hundred and no/100 Dollars (\$1,188,500.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Forestar Toscana Development Company
4590 MacArthur Blvd., Suite 600
Newport Beach, CA 92660

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

By 

Title Stephen C. Cameron, President

By 

Title Brian Woods, Vice President

COUNTY OF RIVERSIDE

By 

CHUCK WASHINGTON

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 

Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 09/29/09

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 Orange)

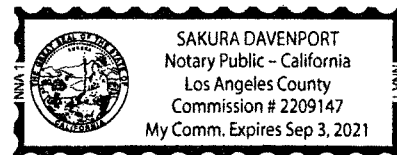
On January 19th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

personally appeared Stephen C. Cameron and Brian Woods,
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 Sakura Davenport (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Forestar Toscana Development Company, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36593-6**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a water distribution system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said distribution system, and, further, to extend main or mains from the existing supply system maintained and operated by **Temescal Valley Water District** to connect with the distribution system described above with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the Director of Transportation, all in accordance with those plans and specifications which have been approved by both the County Health Director and Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. Contractor further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of **Two hundred two thousand and no/100 Dollars (\$202,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Landowner shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Landowner shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

County

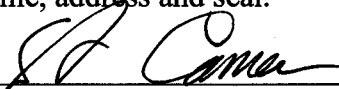
Contractor

Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Forestar Toscana Development Company
4590 MacArthur Blvd., Suite 600
Newport Beach, CA 92660

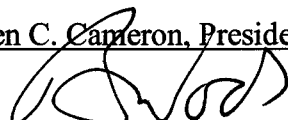
IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.

By



Title Stephen C. Cameron, President

By



Title Brian Woods, Vice President

COUNTY OF RIVERSIDE

By



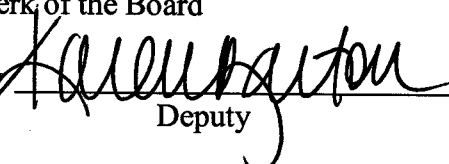
CHUCK WASHINGTON

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By

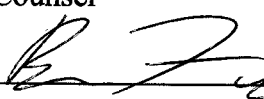


Deputy

APPROVED AS TO FORM

County Counsel

By



SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 09/29/09

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 Orange)

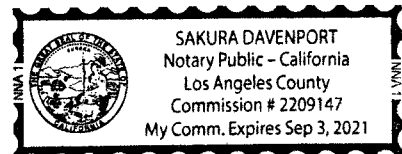
On January 19th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

personally appeared Stephen C. Cameron and Brian Woods,
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 Sakura Davenport (Seal)



**AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Forestar Toscana Development Company, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as **Tract 36593-6**, hereby agrees, at Contractor's own cost and expense, to construct or cause to have constructed, within **24** months from the date this agreement is executed, in a good and workmanlike manner, a sanitary sewer system, complete with all necessary pipes, valves, fire hydrants, connections and appurtenances necessary to the satisfactory operation of said sanitary sewer system. Contractor further agrees to extend the main or mains from the existing sewer system maintained and operated by **Temescal Valley Water District** to connect with the sanitary sewer system required to be constructed by this agreement. All the above required work shall be in accordance with those plans and specifications which have been approved by the Director of Transportation, and are on file in the office of the Riverside County Transportation Department. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Director of Transportation and the County Health Officer, and shall not be deemed complete until approved and accepted as complete by the County and accepted by the above-named agency into its sewer system. Contractor further agrees to maintain the above required improvements for a period of one year following acceptance by the County, and during this one year period to repair or replace, to the satisfaction of the Director of Transportation, any defective work or labor done or defective materials furnished. The estimated cost of said work and improvements is the sum of **Two hundred eight thousand and no/100 Dollars (\$208,000.00)**.

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the Director of Transportation. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the water system improvements, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, or any agent or employee of County, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Contractor has completed work within the time specified or any extension thereof granted by the County.

FIFTH: The Contractor shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Contractor shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Contractor, its agents and employees, shall give notice to the Director of Transportation at least 48 hours before beginning any work and shall furnish said Director of Transportation all reasonable facilities for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Contractor, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement and notice of such default shall be served upon Contractor. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor because of such default. The determination by the Director of Transportation of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

EIGHTH: Contractor agrees to file with County, prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by Article XVII of Riverside County Ordinance 460 to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

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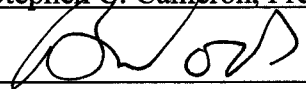
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Forestar Toscana Development Company
4590 MacArthur Blvd., Suite 600
Newport Beach, CA 92660

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.


By 

Title Stephen G. Cameron, President

By 

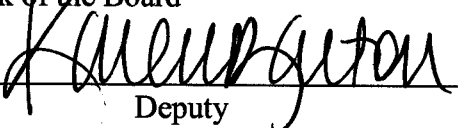
Title Brian Woods, Vice President

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON


ATTEST: CHAIRMAN, BOARD OF SUPERVISORS

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

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 Orange)

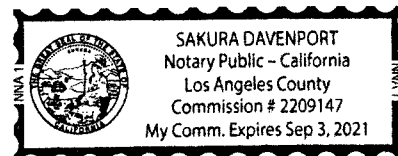
On January 19th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

personally appeared Stephen C. Cameron and Brian Woods,
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 Sakura Davenport (Seal)



**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Forestar Toscana Development Company, hereinafter called Contractor.

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by County of the final map of that certain land division known as Tract 36593-6, hereby agrees, at Contractor's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the County Surveyor tie notes for said tract in accordance with the standards set forth in Riverside County Ordinance No. 461 and Section 8771 et seq. of the Business and Professions Code of the State of California. Contractor further agrees to pay, within 30 days of presentation to contractor of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of Eighty-six thousand and no/100 Dollars (\$86,000.00).

SECOND: Contractor agrees to pay to County the actual cost of such inspections of the work and improvements as may be required by the County Surveyor. Contractor further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by County in successfully enforcing such obligations shall be paid by Contractor, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: County shall not, nor shall any officer or employee of County, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall County or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Contractor. Contractor agrees to protect, defend, and hold harmless County and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Contractor hereby grants to County, the Surety upon any bond, and to the agents, employees and contractors of either of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Contractor or the Surety has completed work within the time specified or any extension thereof granted by the County. It is further agreed that Contractor shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Contractor to carry out this agreement.

FIFTH: Contractor agrees to file with County prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the County for the benefit of any surveyor or engineer who has not been paid by the Contractor, as provided for by Section 66495 et seq. of the Government Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the Director of Transportation that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Contractor fails to take such action as is necessary to comply with said notice, Contractor shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the Director of Transportation notified Contractor of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If contractor neglects, refuses, or fails to prosecute the work as to insure its completion within the time specifies, or within such extensions of time which have been granted by County, or if Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Contractor shall be in default of this agreement. County shall have the power, on recommendation of the Director of Transportation, to terminate all rights of Contractor in such agreement, but said termination shall not affect or terminate any of the rights of County as against Contractor or its Surety then existing or which thereafter accrue because of such default. The determination of the County Surveyor of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to County under law. The failure of the Contractor to commence construction shall not relieve the Contractor or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by County, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Contractor further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.

EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

NINTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

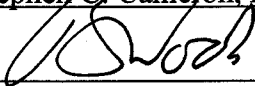
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor
Forestar Toscana Development Company
4590 MacArthur Blvd., Suite 600
Newport Beach, CA 92660

IN WITNESS WHEREOF, Landowner has affixed his name, address and seal.


By 

Title Stephen C. Cameron, President

By 

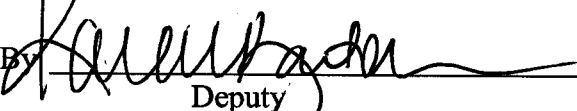
Title Brian Woods, Vice President

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

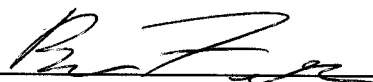
ATTEST:

KECIA HARPER-IHEM,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

SIGNATURES OF CONTRACTOR MUST BE ACKNOWLEDGED BY NOTARY
AND EXECUTED IN TRIPLICATE

Revised 09/29/09

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 Orange)

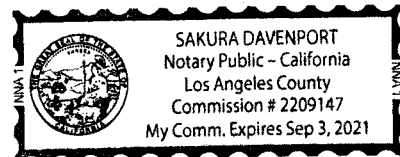
On January 19th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

personally appeared Stephen C. Cameron and Brian Woods,
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 Sakura Davenport (Seal)



IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 36593-6

BEING A DIVISION OF LOT 6 OF TRACT MAP NO. 36643, AS SHOWN BY A MAP RECORDED IN BOOK 451 OF MAPS, PAGES 29-63, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND LYING WITHIN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST

FEBRUARY 2015

STATEMENT

STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN IN THE MAP. WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO THE LAND AND WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN ON THE STIPULATED BORDER LINE.

PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOTS "A" INCLUSIVE, AS "PRIVATE STREETS", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE USE OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.


PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: "OPEN SPACE, SLOPE AND LANDSCAPE MAINTENANCE", AS SHOWN HEREON, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 79 THROUGH LOT 1, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: "PRIVATE DRAINAGE EASEMENT", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: "LANDSCAPE EASEMENT", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

JSCALIA DEVELOPMENT COMPANY, A DELAWARE CORPORATION


CAMERON, PRESIDENT

MARY

JO MERCHANTS BANK OF LONG BEACH, BENEFICIARY UNDER DEED OF TRUST RECORDED IN 19, 2017 DOCUMENT NO. 2017-0386436 OF OFFICIAL RECORDS.

JO MERCHANTS BANK OF LONG BEACH

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Orange

ON January 29, 2015 BEFORE ME, Sandra Davenport, Notary Public PERSONALLY APPEARED Stephen C. Cameron

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/IT/ET AL EXECUTED THE SAME IN HIS/HER/IT/ET AL AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/ET AL 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 Sandra Davenport

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2209147

MY COMMISSION EXPIRES: September 30, 2021

COUNTY OF PRINCIPAL PLACE OF BUSINESS Los Angeles

NOTARY ACKNOWLEDGEMENT

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEVELOPMENT COMPANY, OCCUPY THE POSITIONS, I AGREE TO FOR THE MAP SURVEY IS TRUE AND CORRECT.

DATE: JANUARY 29, 2015
Miguel A. Villaseñor
MIGUEL A. VILLASEÑOR, L.S.

COUNTY SURVEY

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE DEVELOPMENT COMPANY, AS IT APPEARED ON THE SURVEY ON MARCH 1, 2015, AND IS TECHNICALLY CORRECT.

DATE: 2-2-2015
David L. McMillan
DAVID L. McMILLAN, L.S. 8488
EXPIRATION DATE: 12/31/2018

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HAS FILED THIS MAP WITH THE COUNTY CLERK'S OFFICE.

THROUGH "D", INCLUSIVE, AS "PRIVATE STREETS" AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH "D", INCLUSIVE, THE DEDICATION IS PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED IN FEE FOR PRIVATE PURPOSES: LOT 79 THROUGH LOT 80, INCLUSIVE, AS "OPEN SPACE, SLOPE AND LANDSCAPE MAINTENANCE", AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: "PRIVATE DRAINAGE EASEMENT" LYING WITHIN LOTS 5 AND 68, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED FOR PRIVATE PURPOSES: "LANDSCAPE EASEMENT" LYING WITHIN LOT 1, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

FORSTAR TOSCANA DEVELOPMENT COMPANY, A DELAWARE CORPORATION



STEPHEN C. CAMERON, PRESIDENT

BENEFICIARY

FARMERS AND MERCHANTS BANK OF LONG BEACH, BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 19, 2017 DOCUMENT NO. 2017-0386436 OF OFFICIAL RECORDS.

FARMERS AND MERCHANTS BANK OF LONG BEACH



PHILLIP J. BONO

BOARD OF SUPERVISORS STATEMENT

THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS BOARD OF SUPERVISORS, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "D", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON.

DATE: March 13, 2018

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KECIA HARPER-JHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: 
CHAIRWOMAN OF THE BOARD OF SUPERVISORS

BY: 
DEPUTY CHAIRWOMAN OF THE BOARD OF SUPERVISORS

COUNTY OF Orange

ON January 27, 2018 BEFORE ME, Sabrina Davenport, Jeremy Public PERSONALLY APPEARED Stephen C. Cameron

THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED 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 

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2209147

MY COMMISSION EXPIRES: September 3rd, 2021

COUNTY OF PRINCIPAL PLACE OF BUSINESS Los Angeles

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON January 27, 2018 BEFORE ME, Nicole Alvarado, Nibby LaBelle PERSONALLY APPEARED Phillip J. Bono

THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED 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 

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2120814

MY COMMISSION EXPIRES: 12/11/19

COUNTY OF PRINCIPAL PLACE OF BUSINESS Los Angeles

**ASSESSOR-COUNTY CLERK-RECORDER, RIVERSIDE COUNTY
RECORDS MANAGEMENT PROGRAM
RECORDS TRANSFER LIST, part 1**

1. Work Order#

1. Page — of —

INSTRUCTIONS: Fax completed form to (909) 3586961 and submit original form to the Records Center with the records being transferred.

DEPARTMENTAL INFORMATION					
3. DEPARTMENT Clerk of the Board of Supervisors			8. ORG.#	10. DATE 03/13/2018	
4. ORGANIZATION County of Riverside-CA.			9. ACCOUNT #	11. MEDIA CODE	
5. ADDRESS 4080 Lemon St., Room 127			12. NO. OF BOXES TRANSFERRED		
CITY Riverside, CA. 92501			13. RECORDS TRANSFERRED BY:		
6. MAIL STOP 1010		7. Name PHONE # FAX# Lorraine Williams 951-955-8092 951-955-1071		14. RECORDS COORDINATOR (must be Authorized):	
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS Must be the same as records series title on schedule	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.9 Final Tract Map 36593-6 Board Date: 03/13/2018				
	Schedule "A" in the Spanish Hills area 1 st District				
21. RECORDS RECEIVED BY: <i>Rene Sifonte</i>			30. REMARKS		
22. TITLE <i>DPS</i>	23. RECEIVED VIA: <i>Coutier</i>				
24. DATE RECEIVED: <i>3-14-18</i>	25. TIME RECEIVED: <i>10:47 am</i>				
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA:			29. NAME/DATE SCANNED TO LOCATION:		

RECEIVED RIVERSIDE COUNTY
 CLERK / BOARD OF SUPERVISORS
 2018 MAR 14 AM 10:27

2019-3-138959

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

JACKSON TIDUS (SAN)
2030 Main Street, Suite 1200
Irvine, California 92614

(Space Above for Recorder's Use)

**SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ADDITION OF TERRITORY
FOR
TERRAMOR**

Ardena (Phase 5) - Pulte Home Company, LLC

**SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ADDITION OF TERRITORY
FOR
TERRAMOR**

Ardena (Phase 5) - Pulte Home Company, LLC

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR TERRAMOR ("***Supplemental Master Declaration***") is made by Forestar Toscana Development Company, a Delaware corporation ("***Declarant***") and Pulte Home Company, LLC, a Michigan limited liability company ("***Neighborhood Builder***").

PREAMBLE:

A. Declarant is "Declarant" under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor, Recorded on March 1, 2017, as Instrument No. 2017-0086452, as amended by a First Amendment thereto, recorded on June 23, 2017, as Instrument No. 2017-0254162 (together with any additional amendments thereto, collectively, the "***Master Declaration***"), in the Official Records of Riverside County, California (the "***Official Records***"). The Master Declaration is binding upon all Owners of Lots or Condominiums in the master planned residential development known as Terramor (the "***Master Community***").

B. Declarant is the owner of certain real property ("***Property***") in the unincorporated area of the County of Riverside, State of California, described as follows:

Lots 1 to 12, inclusive, and Lots 57, 58 and 78, of Tract No. 36593-6, as shown on a Subdivision Map (the "***Map***") recorded in Book ____, at Pages __ through __, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

C. Neighborhood Builder will be a "Neighborhood Builder" under the Master Declaration upon the transfer of ownership of the Property to Neighborhood Builder and the Property is part of the Mandatory Annexable Territory defined in Section 1.42 of the Master Declaration.

D. Declarant and Neighborhood Builder wish to add the Property to the Master Community in accordance with Article XVII of the Master Declaration and impose the restrictions contained in the Master Declaration and this Supplemental Master Declaration on the Property.

THEREFORE, DECLARANT AND NEIGHBORHOOD BUILDER HEREBY DECLARE AS FOLLOWS:

1. **Designation of Neighborhood Builder.** Declarant designates Neighborhood Builder as a "Neighborhood Builder" defined in Master Declaration Section 1.58 effective as of the date that Neighborhood Builder owns the Property. Neighborhood Builder (i) may exercise all of the powers and exemptions of a Neighborhood Builder under the Master Declaration, and (ii) is responsible for performing all duties of a Neighborhood Builder under the Master Declaration.

2. **Annexation of Property.** Declarant and Neighborhood Builder declare that the Property is annexed to and made a part of the Master Community subject to the Master Declaration. The comprehensive plan for the Master Community is extended to the Property. The Property shall be used, improved, encumbered and transferred subject to this Supplemental Master Declaration, the Master Declaration and all other Master Association Governing Documents.

3. **Membership in Master Association.** Each Owner of one or more Lots in the Property shall automatically become a member of the Terramor Community Association ("**Master Association**"), a California nonprofit mutual benefit corporation, as provided in Section 6.1 of the Master Declaration.

4. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Property with respect to payment of Assessments are set forth in Article VIII of the Master Declaration. The Common Assessments to be paid to the Master Association shall commence as to all Lots in the Property on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in the Property, as provided in Sections 8.7.3 and 17.3 of the Master Declaration.

5. **Voting Rights.** As provided in Section 17.3 of the Master Declaration, the entitlement to vote shall commence as to all Lots within the Property upon commencement of Common Assessments of a Lot in the Property.

6. **Land Classifications.**

(a) **Lots.** Lots 1 to 12, inclusive, and Lots 57, 58 and 78, as shown on the Map, are hereby designated to be Lots, as that term is defined in Section 1.39 of the Master Declaration, located within the Property.

(b) **Master Association Property.** There is no Master Association Property in the Property.

(c) **Master Maintenance Areas.** Those portions of the Property (i) depicted on *Exhibit CW* and *Exhibit MMA* to the Master Declaration and (ii) as shown on the Map as a three (3) foot wide "Landscape Easement" over a portion of Lot 1, are hereby designated as "Master Maintenance Area," as that term is defined in Section 1.50 of the Master Declaration. Neighborhood Builder and Declarant hereby reserve for the benefit of the Master Association

nonexclusive easements for access, ingress and egress, maintenance, repair and replacement of the Master Maintenance Areas described or depicted on *Exhibit CW* and *Exhibit MMA* attached to the Master Declaration and as depicted as "Landscape Easement" as shown over a portion of Lot 1 on the Map..

(d) **Neighborhood Property.** There is no Neighborhood Property in the Property.

(e) **Special Benefit Areas.** The Lots in the Property are part of the Age-Restricted Special Benefit Area ("**SBA**"), as that term is defined in Article XIX of the Master Declaration. The "Age-Restricted" Special Benefit Area is the SBA that affects all or a portion of the Property. Lots in the SBA shall share the costs incurred by the Master Association in connection with its obligations to provide services and maintain the real property and other Improvements in the areas designated in future Supplemental Master Declarations as areas to be maintained as a part of the SBA. Owners of Lots in the Property are subject to the restrictions set forth in Article XIX of the Master Declaration.

7. **Maintenance Obligations.** The maintenance obligations of the Master Association, the Owners, Declarant and Neighborhood Builder are described in the Master Declaration. Upon the commencement of Common Assessments for the Property, the Master Association shall (a) assume its maintenance obligations with respect to the Property, and (b) assume all enforcement powers and rights with respect to the Property.

8. **Marketing Name.** Upon the transfer of ownership of the Property to Neighborhood Builder, the Property shall be marketed under the name "**Ardena**" and "**Ardena at Terramor**", unless and until changed by Neighborhood Builder, in its sole and absolute discretion. Neighborhood Builder shall notify the CalBRE of any change in the name of the Property under which it is marketed by Neighborhood Builder.

9. **Conformity with Development Plan.** This Supplemental Master Declaration is in conformity with the development plan currently on file with the CalBRE.

10. **Amendment and Duration.** This Supplemental Master Declaration may be amended or terminated only by complying with the requirements of Sections 15.3.7 and 17.7 of the Master Declaration. Unless amended or terminated, this Supplemental Master Declaration shall continue in full force and effect for so long as the Master Declaration remains in effect.

11. **Miscellaneous.** The provisions of this Supplemental Master Declaration shall run with all of the Property, the Master Community, shall be binding upon all persons having or acquiring any interest in the Property, the Master Community, or any part thereof, shall inure to the benefit of and burden every portion of the Property, the Master Community, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by Declarant, Neighborhood Builder, and each successor in interest of Declarant, Neighborhood Builder, the Master Association and its successive owners and assigns and any Owner. Except as otherwise provided herein, the terms used in this Supplemental Master Declaration but not otherwise defined shall have the same meanings as are given such terms in the Master Declaration. Except

as otherwise expressly provided herein, all of the provisions of the Master Declaration are hereby incorporated by reference as if fully set forth herein.

12. **Dispute Resolution Procedures.** The following dispute resolution procedures shall apply to the Property after the transfer of ownership of the Property to Neighborhood Builder:

(a) **Application of Procedures.** In accordance with Section 14.4 of the Master Declaration, Neighborhood Builder has chosen not to adopt the dispute resolution procedures contained in Section 14.4 of the Master Declaration for any Neighborhood Builder Dispute, as that term is defined in Section 14.4 of the Master Declaration. The following alternative dispute resolution procedures shall apply to any claim or controversy that meets the definition of a Neighborhood Builder Dispute and to which neither Declarant nor the Master Association is a party. If any claim or controversy involves Declarant or Master Association as a party, the dispute resolution procedures applicable to Disputes, as defined in Section 14.4 of the Master Declaration, shall apply.

(b) **Neighborhood Builder Dispute Procedures.** As permitted in Section 14.4 of the Master Declaration, any disputes between an Owner, on the one hand, and Neighborhood Builder or any director, officer, partner, employee, contractor, subcontractor, design professional or agent of Neighborhood Builder, on the other hand, involving any residential Lots in the Property conveyed to Owners by Neighborhood Builder shall be resolved in accordance with the procedure set forth in that certain Master Dispute Resolution Declaration for Ardena at Terramor, to be recorded in Official Records and in the Individual Dispute Resolution Agreement for Ardena at Terramor for each Lot, recorded concurrently in Official Records of Riverside County with the grant deed for the initial purchaser of the Lot, provided that such action does not involve Master Association Property, the Master Maintenance Areas, or any Disputes (as defined in the Master Declaration) that involve the Declarant or the Master Association as a party.

[SIGNATURES ON NEXT PAGE]

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION
Ardena (Phase 5) - Pulte Home Company, LLC

This Supplemental Master Declaration has been executed on the date set forth below to be effective as of the date of its Recordation.

Dated: January 30,, 2018

DECLARANT:

FORESTAR TOSCANA DEVELOPMENT COMPANY
a Delaware corporation

By: [Signature]

Name: Stephen C. Cameron

Title: President

By: [Signature]

Name: Brian Woods

Title: Senior Vice President of Land Development

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

STATE OF CALIFORNIA

COUNTY OF Orange

On January 29th, 2018, before me, SAKURA DAVENPORT, Notary Public
(here insert name and title of the officer)

personally appeared Stephen C. Cameron and Brian Woods

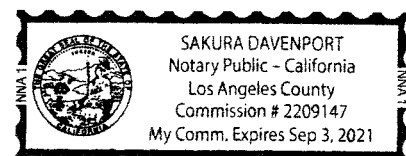
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]
Signature

(Seal)



SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION

Ardena (Phase 5) - Pulte Home Company, LLC

Dated: January 31, 2018

NEIGHBORHOOD BUILDER:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: [Signature]
Name: Peter Hilton
Title: Vice President of Finance

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

STATE OF CALIFORNIA

COUNTY OF Orange

On 1/31, 2018, before me, Maziar Safie Soltani, Notary Public
(here insert name and title of the officer)

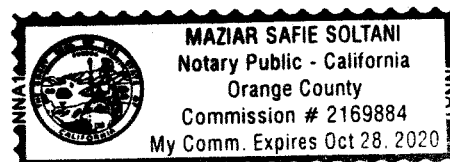
personally appeared Peter Hilton

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

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

WITNESS my hand and official seal.

[Signature] (Seal)
Signature



SUBORDINATION

The undersigned, as Mortgagee of the beneficial interest in and under that certain Deed of Trust dated September 12, 2017, and Recorded on September 19, 2017, as Instrument No. 2017-0386436, in the Official Records of Riverside County, California (the "**Deed of Trust**"), which Deed of Trust is by and between Forestar Toscana Development Company, a Delaware corporation, as Trustor, and Chicago Title Company, as Trustee, and Farmers and Merchants Bank of Long Beach, a California corporation, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Supplemental Master Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Territory for Terramor (Ardena (Phase 5) – Pulte Home Company, LLC), as amended or restated (a "**Supplemental Master Declaration**"), the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Terramor, as amended or restated ("**Master Declaration**"), defined in the Supplemental Master Declaration, and to all easements to be conveyed to the Master Association (as defined in the Supplemental Master Declaration) in accordance with the Master Declaration or this Supplemental Master Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Tract 36825 Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Master Declaration and this Supplemental Master Declaration, which shall remain in full force and effect.

Dated: January 30, 2018

FARMERS AND MERCHANTS BANK OF LONG BEACH, a California corporation

By: 

Name: Phillip J. Bond

Title: Executive Vice President

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

STATE OF CALIFORNIA

COUNTY OF Los Angeles

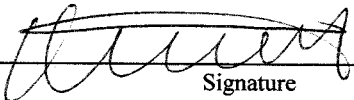
On January 30, 2018, before me, Nicole Niimata, Notary Public
(here insert name and title of the officer)

personally appeared Phillip J. Bond

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

