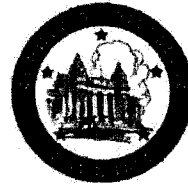


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
2.15
(ID # 8548)

MEETING DATE:

Tuesday, December 11, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36826-1, 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 and Securities for the Final Tract Map 36826-1 as approved by County Counsel; and
2. Approve the Final Tract Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 36826-1.

ACTION: Consent

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: December 11, 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%.			Budget Adjustment:	N/A
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract Map 36826 was approved by the Board of Supervisors on September 26, 2017 as Agenda Item 1.2. Final Tract Map 36826-1 is a 19.63 acre subdivision that is creating 93 residential lots and 5 open space lots in the Spanish Hills area. This is the 1st phase of 7 phases for this tract map. This Final 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:

- \$1,498,000.00 - Bond # 1156812 for the completion of street improvements.
- \$255,000.00 - Bond # 1156812 for the completion of water improvements.
- \$127,500.00 - Bond # 1156812 for the completion of sewer improvements.
- \$88,200.00 - Bond # 1156813 for the completion of monumentation.

Additional Fiscal Information:


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

ATTACHMENTS:

36826-1 Vicinity Map

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

36826-1 Improvement Agreements
36826-1 Mylars



Gregory V. Priamos, Director County Counsel 11/28/2018

TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.



JUNE 2018

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018 AT _____, IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. _____
FEE _____
PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

OWNER'S STATEMENT

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

WE HEREBY RETAIN LOTS "A" THROUGH "I", INCLUSIVE, INDICATED 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 "I" INCLUSIVE, THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "I", INCLUSIVE.

WE HEREBY RETAIN LOTS 84 THROUGH 98, INCLUSIVE, INDICATED AS "OPEN SPACE" LOTS, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITH THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES; ABUTTERS RIGHTS OF ACCESS ALONG TERESA/CHELSEA DRIVE, THE OWNERS OF LOTS 1, 96, 97, AND LOTS 7 THROUGH 15, INCLUSIVE, ADJOINING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, EXCEPT FOR TWO TEN (10) FOOT WIDE ACCESS OPENING FOR LOTS 96 AND 97, AS SHOWN HEREON.

FORESTAR TOSSANA DEVELOPMENT COMPANY, A DELAWARE CORPORATION

STEPHEN C. CAMERON, PRESIDENT

BENEFICIARY

FARMERS AND MERCHANTS BANK OF LONG BEACH, A CALIFORNIA CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 19, 2017 AS DOCUMENT NO. 2017-0289436, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY:
NAME: Phillip J. Bond
TITLE: Executive Vice President

NOTARY 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 September 2, 2018 BEFORE ME, Sakura Davenport, Notary Public PERSONALLY APPEARED Stephen C. Cameron 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 EXERCISED 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.

PRINT NAME Sakura Davenport
SIGNATURE
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2209147
MY COMMISSION EXPIRES: September 3, 2021
COUNTY OF PRINCIPAL PLACE OF BUSINESS Los Angeles

NOTARY 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 Los Angeles
ON Oct 9, 2018 BEFORE ME, Nicole Niumata, Notary Public 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 EXERCISED 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.

PRINT NAME Nicole Niumata
SIGNATURE
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2126874
MY COMMISSION EXPIRES: Oct 11, 2019
COUNTY OF PRINCIPAL PLACE OF BUSINESS Los Angeles

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STEPHEN CAMERON ON JUNE 14, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 9-18-2018

EDY P. ADISON L.S. 5390
EXPIRATION DATE: 9-30-20



COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36826 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON AUGUST 2, 2017 THE EXPIRATION DATE BEING AUGUST 2, 2020 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 2018
DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2018



BOARD OF SUPERVISOR'S STATEMENT

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

DATE: _____, 2018
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ATTEST: KECIA HARPER-HEM
CLERK OF THE BOARD OF SUPERVISORS
BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: November 5, 2018
CASH OR SURETY BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY:

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE ESTIMATED TO BE \$ _____ BUT NOT YET PAYABLE.

DATE: November 5, 2018
JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY:

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 36826-1

BEING A SUBDIVISION LOT OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUDING THE ENTIRE QUANTITY IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.E.M.

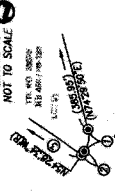


JUNE 2016

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1/4" & LS 5300 TAG, FLUSH PER RS
- INDICATES FOUND 1/4" & LS 5300 TAG, FLUSH PER TRACT NO.
- INDICATES FOUND 1/4" & LS 5300 TAG, FLUSH PER TRACT NO.
- INDICATES SET 1/4" & LS 5300 TAG, FLUSH
- INDICATES SET 1/4" & LS 5300 TAG, FLUSH
- SET 1/4" & LS 5300 TAG, FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY, EXCEPT AS OTHERWISE NOTED
- SET LEAD & LS 5300 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD) FOR B.A., E.C., P.O.C., P.O.A., AND CORNER POINTS PROJECTED PERPENDICULAR OR PARALLEL AT OFFSET DISTANCES OF 15.75' ON TENSICAL HILLS DRIVE, EXCEPT AS OTHERWISE NOTED
- SET LEAD & LS 5300 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD) FOR B.A., E.C., P.O.C., P.O.A., AND CORNER POINTS PROJECTED PERPENDICULAR OR PARALLEL AT OFFSET DISTANCES OF 15.75' ON TENSICAL HILLS DRIVE, EXCEPT AS OTHERWISE NOTED
- SET LEAD & LS 5300 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD) FOR B.A., E.C., P.O.C., P.O.A., AND CORNER POINTS PROJECTED PERPENDICULAR OR PARALLEL AT OFFSET DISTANCES OF 15.75' ON TENSICAL HILLS DRIVE, EXCEPT AS OTHERWISE NOTED
- () INDICATES RECORD & MEASURED DATA PER RS 14/7/16-19
- < > INDICATES RECORD & MEASURED DATA PER LLA 8551, REC. 9-27-2016 AS INST. NO. 2016-042718 OF O.R. AND TRACT NO. 36843
- || INDICATES RECORD & MEASURED DATA PER TRACT NO. 36843
- [] INDICATES RECORD & MEASURED DATA PER TRACT NO. 36825
- [] INDICATES RECORD DATA PER PNB 55-82-63
- ||||| INDICATES RESTRICTED ACCESS

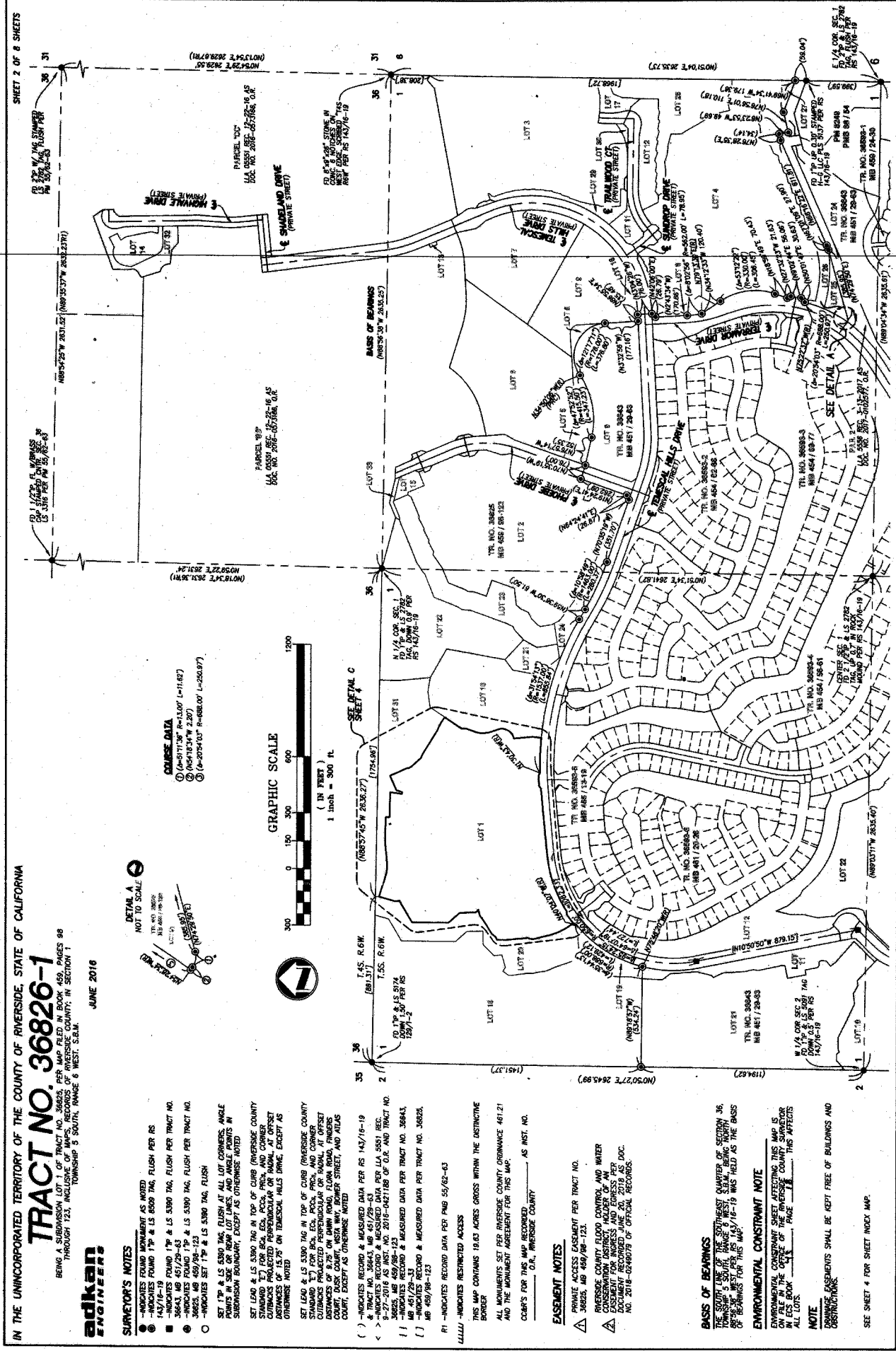
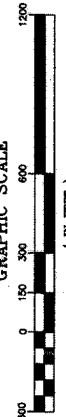
DETAIL A



COURSE DATA

- ① (N47°11'48" W 64.100' L=11.827)
- ② (N64°18'24" W 2.262')
- ③ (S2°25'10" E 688.007' L=250.977)

GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.



EASEMENT NOTES

- △ PRIVATE ACCESS EASEMENT PER TRACT NO. 36825, MB 459/98-123.
- △ RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PER DEC. NO. 2018-0248079 OF OFFICIAL RECORDS.

BASS OF BEARINGS

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 6 WEST, WAS FIELD AS THE BASIS OF BEARINGS FOR THIS MAP.

ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET ATTACHED TO THIS MAP IS THE BASIS OF THE COUNTY OF RIVERSIDE COUNTY SURVEYOR'S FIELD BOOK, SHEET NO. 111. THIS APPLICABLE TO ALL LOTS.

NOTE

EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND DRIVEWAYS.

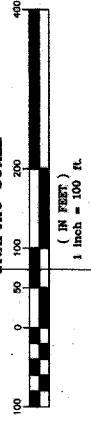
SEE SHEET 4 FOR SHEET INDEX MAP.

SHEET 2 OF 8 SHEETS

DETAIL B



GRAPHIC SCALE



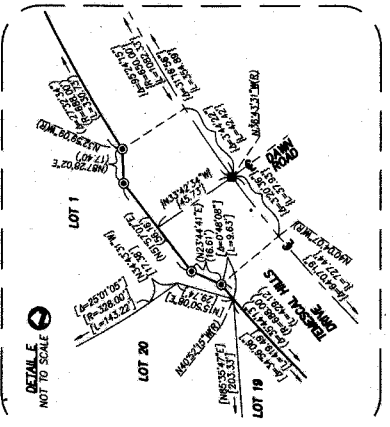
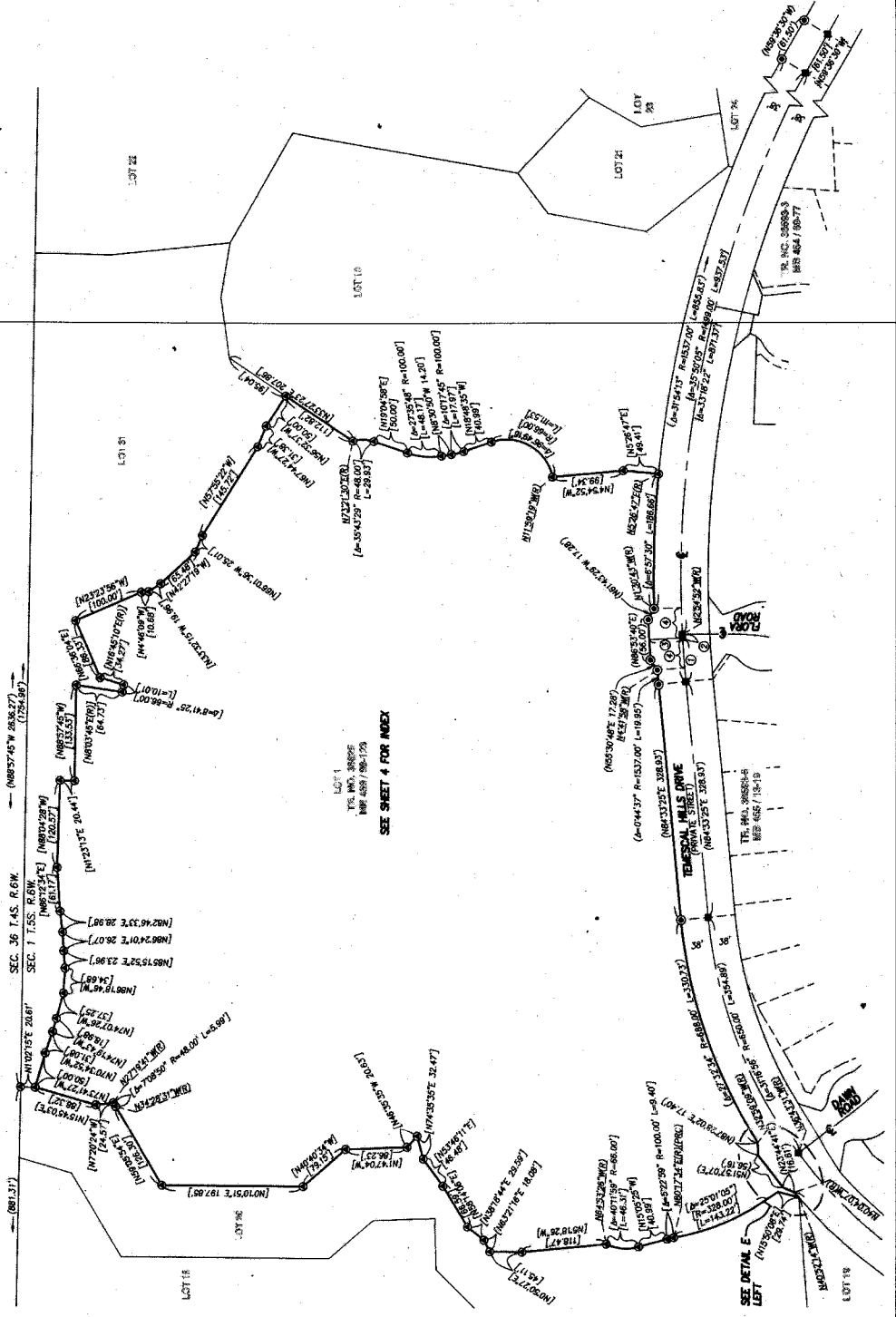
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUDING PORTION OF COUNTY IN SECTION 11 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M. JUNE 2016



NOTE
 EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
 SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS AND ENVIRONMENTAL CONSTRAINT NOTE.
 SEE SHEET 4 FOR SHEET INDEX MAP.



- COURSE DATA**
- ① (S-20°15' R=1480.00' L=61.57)
 - ② (S-01°28' R=1480.00' L=5.00)
 - ③ (N3°00'00" R=0' L=46.47)
 - ④ (S-1°55'30" R=1480.00' L=41.70)

SEE SHEET 4 FOR INDEX

SEE DETAIL E LEFT

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 36826-1

BEING A SUBDIVISION, LOT 1 OF TRACT NO. 36826, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

JUNE 2016

NOTE:
CONVEYANCE SHALL BE LEFT FREE OF ELLIOTT'S AND RESTRICTIONS.
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF SURVEY AND ENVIRONMENTAL CONSTRAINT NOTE.

adkan
ENGINEERS

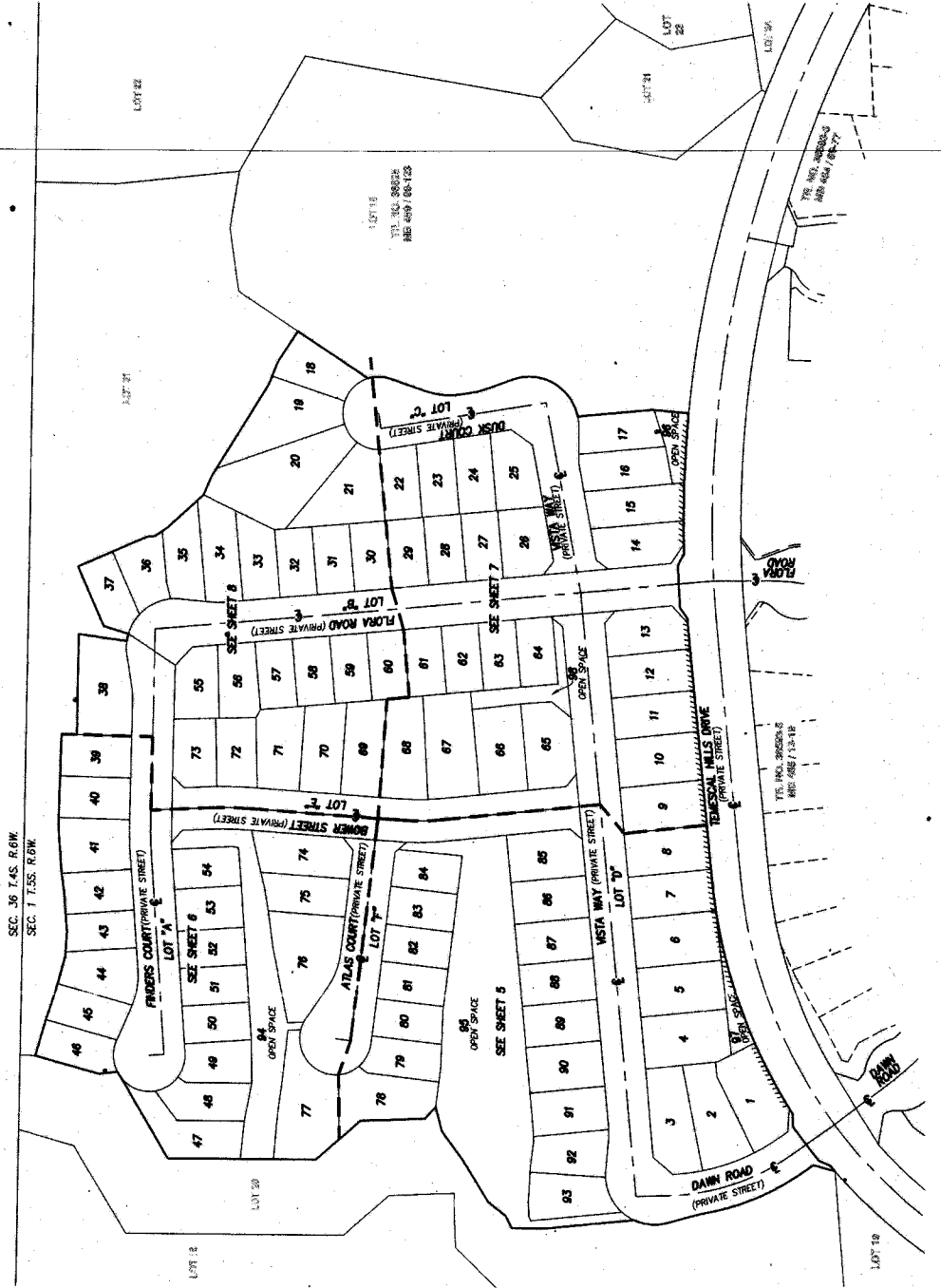
INDEX MAP



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36826, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

JUNE 2016



NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS AND ENVIRONMENTAL CONSTRAINT NOTE.

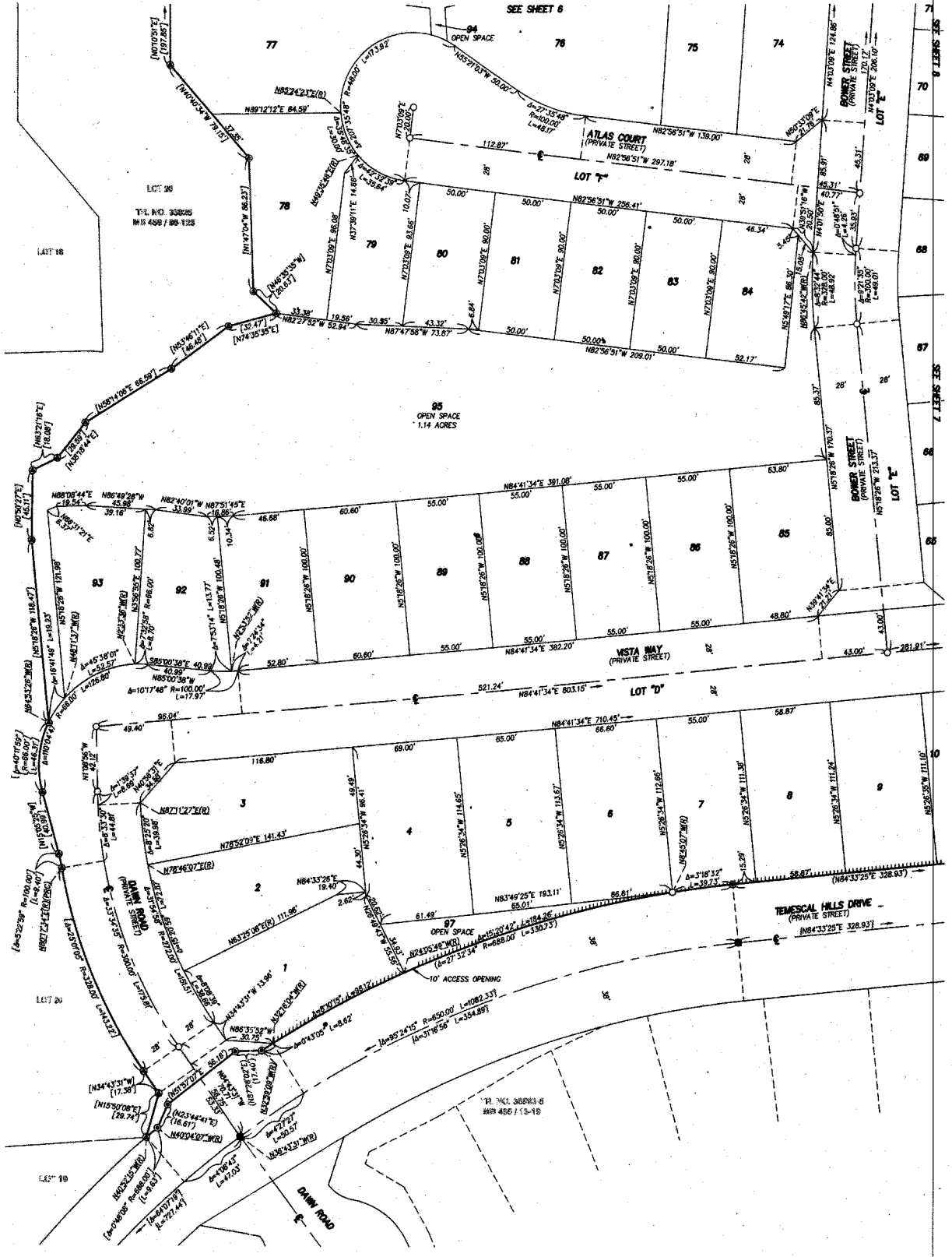
SEE SHEET 4 FOR SHEET INDEX MAP.



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36826 PER MAP FILED IN BOOK 450, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS AND ENVIRONMENTAL CONSTRAINT NOTE.

SEE SHEET 4 FOR SHEET INDEX MAP.



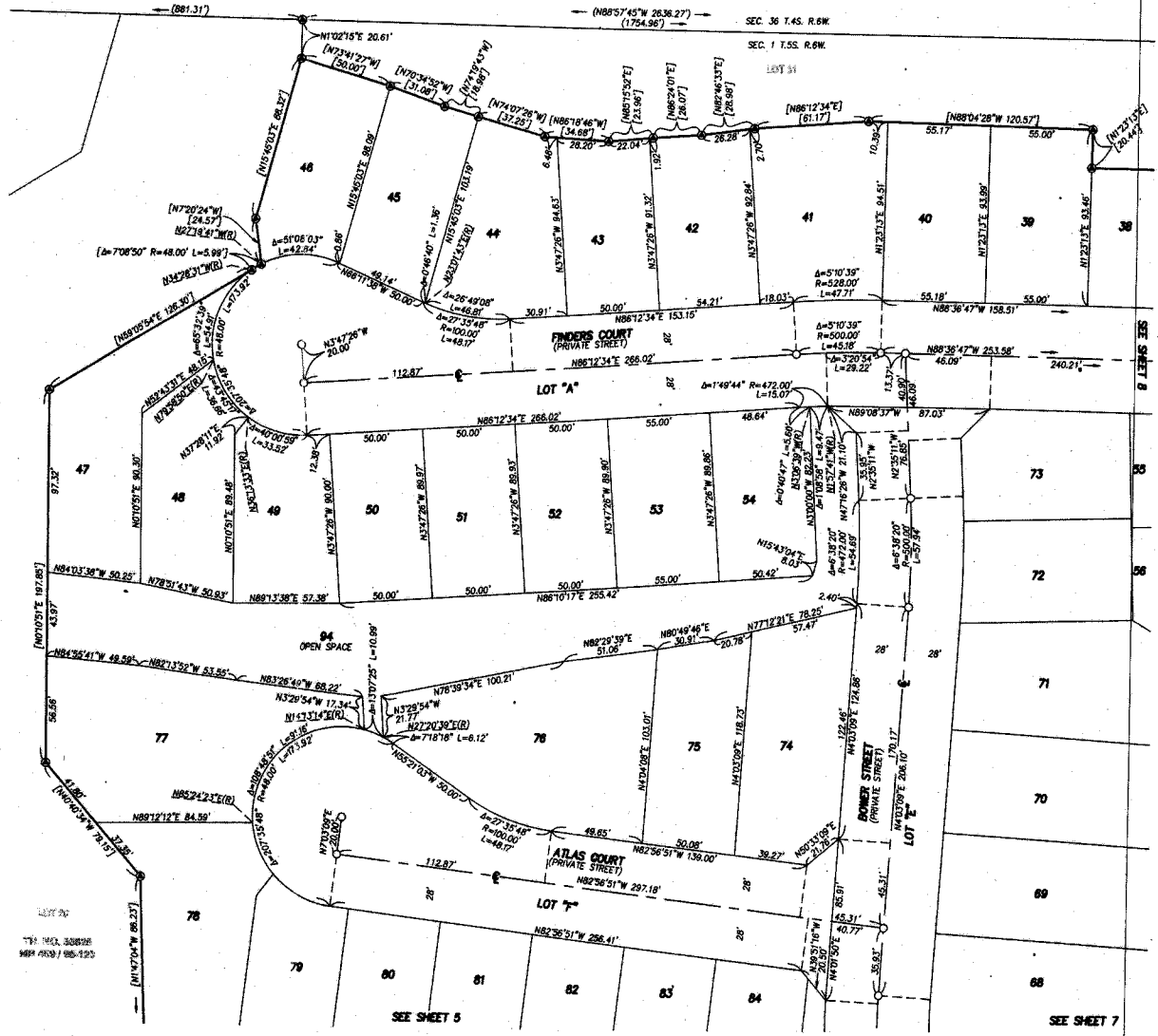
JUNE 2016



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



174 1403 30000
1884 4939 185-123

SEE SHEET 5

SEE SHEET 7

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M. JUNE 2016

adkan
ENGINEERS

NOTE
DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF SURVEY AND ENVIRONMENTAL CONSTRAINT NOTE.
SEE SHEET 4 FOR SHEET INDEX MAP

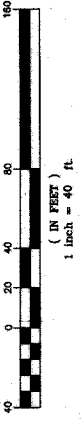


COURSE DATA

- ① $S 17^{\circ} 21' 10''$ $R=1488.00$ $L=38.70$
- ② $S 0^{\circ} 42' 25''$ $R=1537.00$ $L=6.45$
- ③ $S 89^{\circ} 41' 36''$ $R=72.75$



GRAPHIC SCALE



FLORA ROAD

TEMESCAL MILLS DRIVE
(PRIVATE STREET)

LOT 10
TIC. HED. 36825
RIS. 4897 807125

TIC. HED. 36825
RIS. 4897 134-12

SEE SHEET 8

SEE SHEET 6

SEE SHEET 5

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 36826-1

BEING A SUBDIVISION LOT 1 OF TRACT NO. 36826, REF MAP FILED IN BOOK 489, PAGES 88 THROUGH 122, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

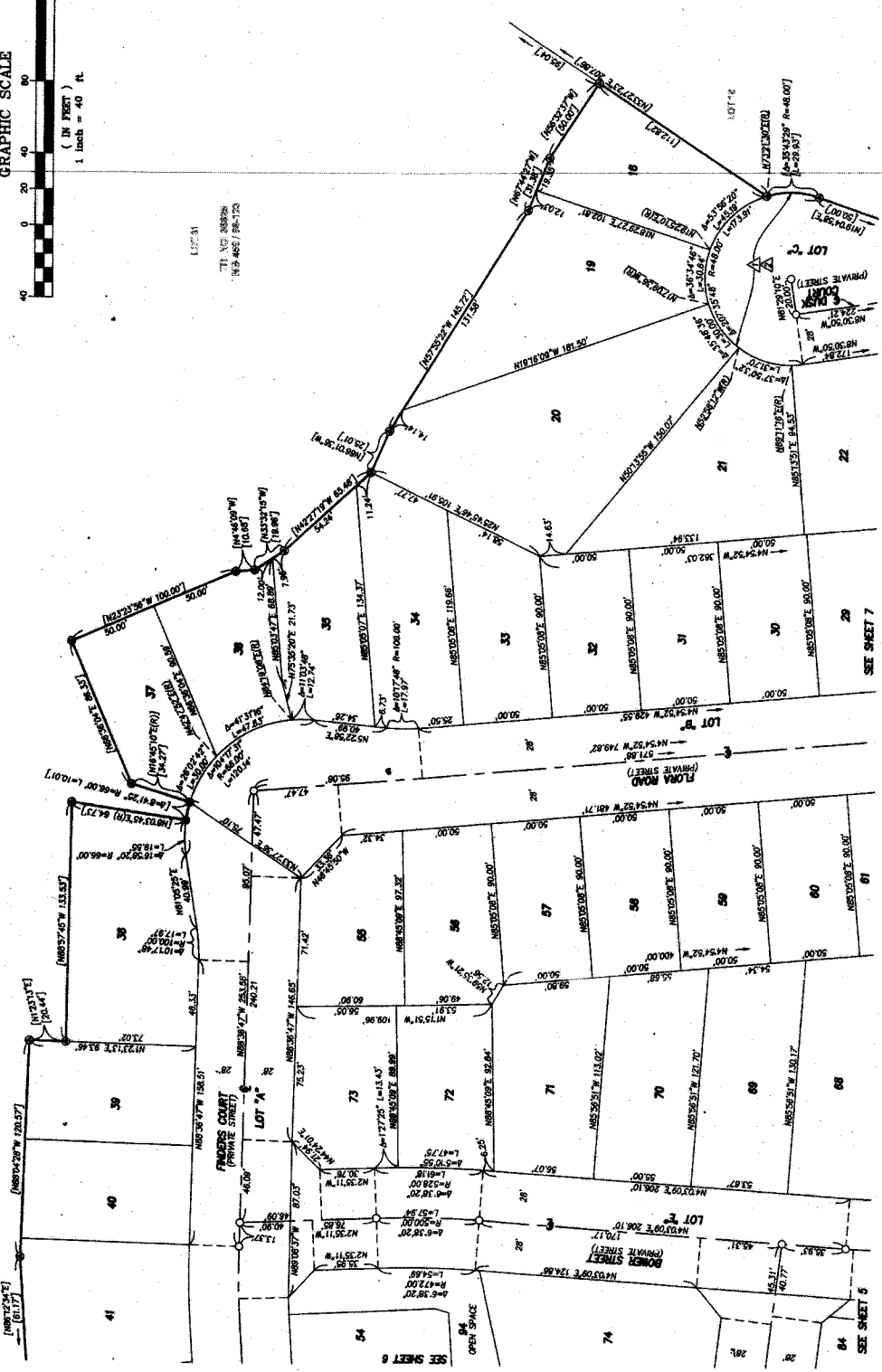
JUNE 2016



NOTE:
EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF SURVEY AND ENVIRONMENTAL CONSTRAINT NOTE.
SEE SHEET 4 FOR SHEET INDEX MAP



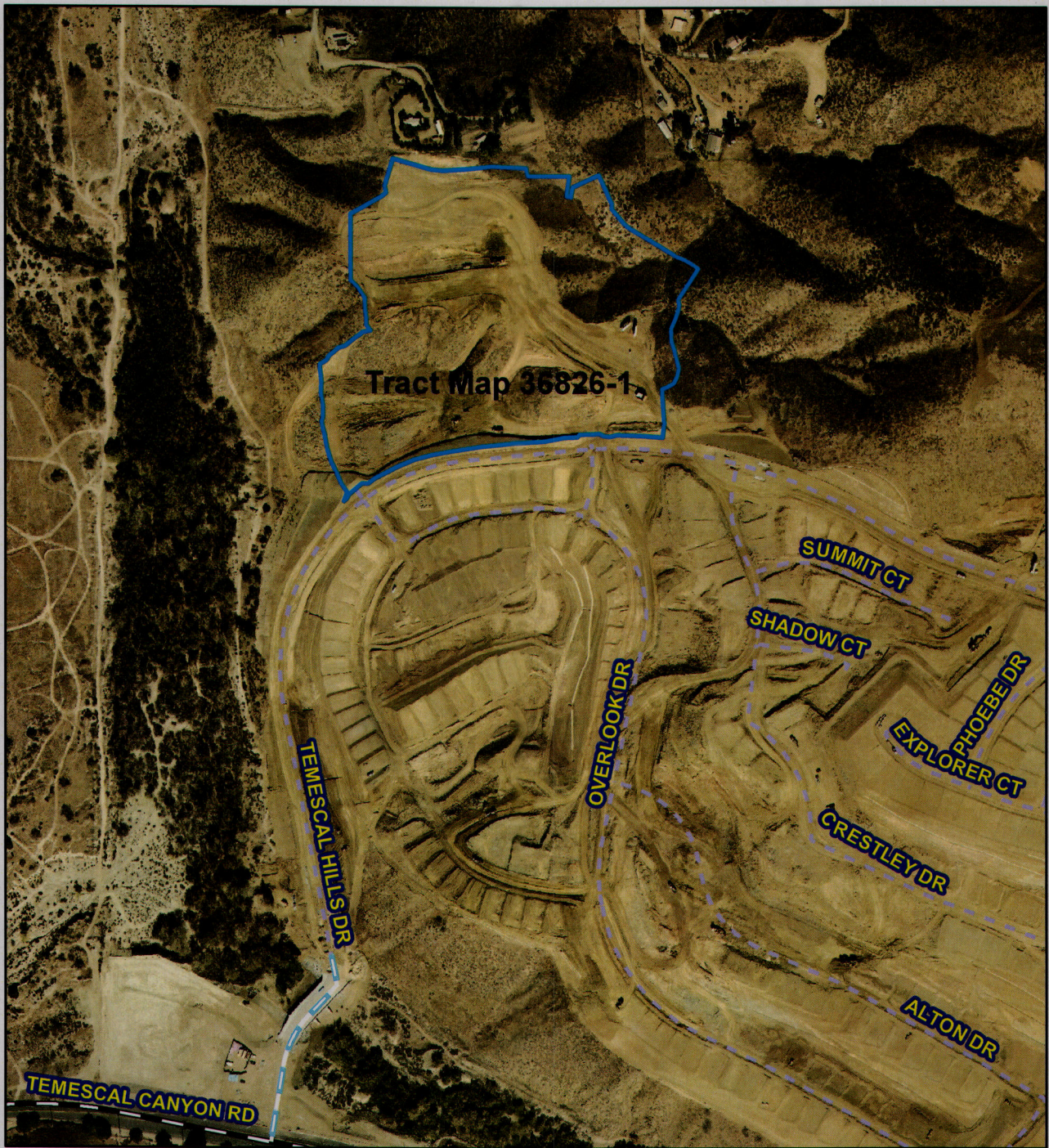
GRAPHIC SCALE
(IN FEET)



SEE SHEET 7

SEE SHEET 5

SEE SHEET 6



NOT TO SCALE

VICINITY MAP

Tract Map 36826-1

TWP. 5S., RNG. 6W., SEC. 1

Supervisorial District: 1

**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 36826-01**, 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 Eight Thousand Two Hundred and no/100 Dollars (\$88,200.00)**.

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.

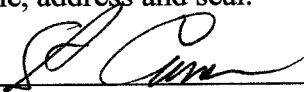
EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as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

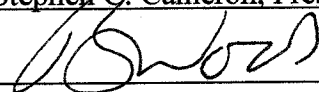
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

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

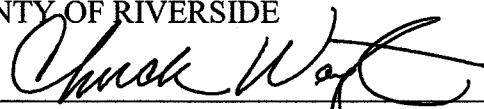
By 

Title Stephen C. Cameron, President

By 

Title Brian Woods, Vice President


COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS CHUCK WASHINGTON

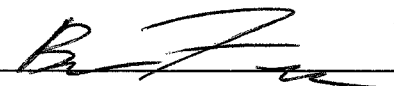
ATTEST:

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

DEC 11 2018 2.15

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)

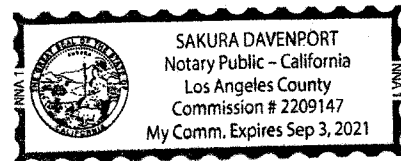
On September 28th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

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 36826-01, 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 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 3 (commencing with Section 9000) of Part 6 of Division 4 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.

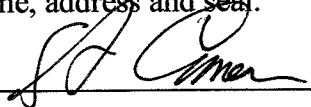
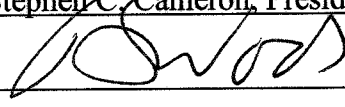
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

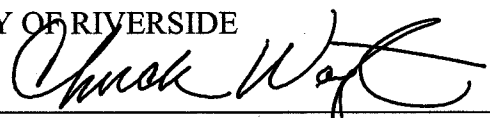
ELEVENTH: Any notice or notices required or permitted to be given pursuant to this agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

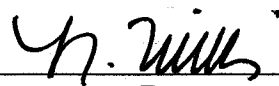
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504


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

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

By 
Title Stephen C. Cameron, President
By 
Title Brian Woods, Vice President

COUNTY OF RIVERSIDE
By 
CHAIRMAN, BOARD OF SUPERVISORS CHUCK WASHINGTON
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)

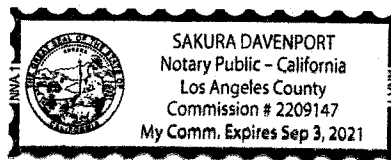
On September 28th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

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 36826-01, 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 Fifty Five Thousand and no/100 Dollars (\$255,000.00).

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 3 (commencing with Section 9000) of Part 6 of Division 4 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.

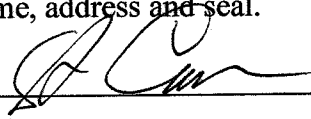
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if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

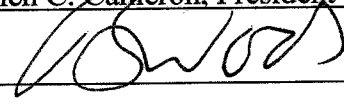
County
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

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


By 

Title Stephen C. Cameron, President

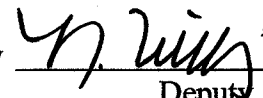
By 

Title Brian Woods, Vice President

COUNTY OF RIVERSIDE

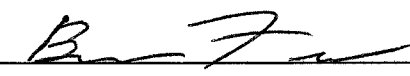
By 
CHAIRMAN, BOARD OF SUPERVISORS CHUCK WASHINGTON
ATTEST:

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

DEC 11 2018 2.15

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)

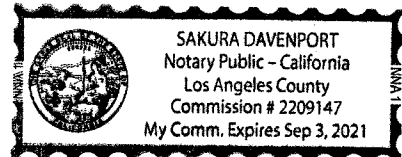
On September 28th, 2018 before me, Sakura Davenport, Notary Public
(insert name and title of the officer)

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 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 36826-01, 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 Four Hundred Ninety-Eight Thousand and no/100 Dollars (\$1,498,000.00).

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 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:

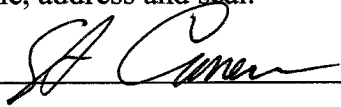
County

Contractor

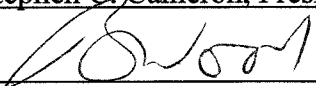
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

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

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

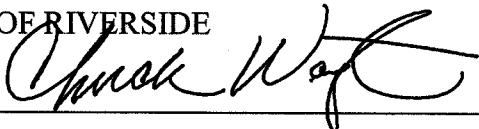
By 

Title Stephen C. Cameron, President

By 

Title Brian Woods, Vice President


COUNTY OF RIVERSIDE

By 

CHAIRMAN, BOARD OF SUPERVISORS **CHUCK WASHINGTON**

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 TRIPPLICATE

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 September 28th, 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)

