

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



ITEM: 2.5
(ID # 12984)

MEETING DATE:
Tuesday, July 14, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36826-3 a Schedule "A" Subdivision in the Temescal Canyon area. District 1. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements and Securities for Final Tract Map 36826-3 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chairman of the Board to sign the Improvement Agreements and Final Tract Map 36826-3.

ACTION:Consent


Patricia Romo, Director of Transportation 6/29/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 14, 2020
xc: Transportation

Kecia R. Harper
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:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Tract 36826-3 was approved by the Board of Supervisors on September 26, 2017 as Agenda Item 1.2. This is the third phase of seven phases for this Tract Map. Final Map 36826-3 is a 15.15 acre subdivision that is creating 78 residential lots and 8 open space lots in the Temescal Canyon area. This Final Map complies in all respects with the provisions of the Subdivision Map Act 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. The Transportation Department recommends approval of this final tract map.

Pulte Home Company LLC, desires to enter into Improvement Agreements to guarantee the construction of the required improvements and has submitted Improvement Agreements which have been approved by County Counsel. All costs for improvements will be the responsibility of the developer.



- TR 36826-3 \$753,500 #ES00004963 for the completion of road and drainage improvements.
- TR 36826-3 \$118,000 #ES00004963 for the completion of the water system.
- TR 36826-3 \$137,000 #ES00004963 for the completion of the sewer system.
- TR 36826-3 \$75,960 #ES00004964 for the completion of the monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- TR 36826-3 Vicinity Map
- TR 36826-3 Improvement Agreements
- TR 36826-3 Mylars


 Jason Farin, Principal Management Analyst 7/8/2020
 
 Gregory V. Priamos, Director County Counsel 7/1/2020

**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 PULTE HOME COMPANY LLC, 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 36826-3**, 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 **Seventy Five Thousand Nine Hundred Sixty and no/100 Dollars (\$75,960.00)**.

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 or 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

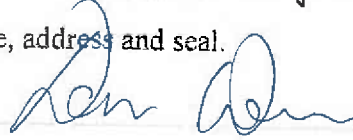
Contractor

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

ROUTE HOME COMPANY LLC
87401 LOS ACTOS
SUITE 400
MISSION VIEJO, CALIF 92691

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

By



Print Name

DARREN WARREN
Vice President Land
Acquisitions & Development

Title

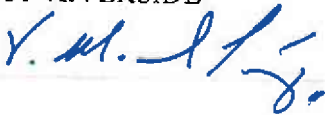
By

Print Name

Title

COUNTY OF RIVERSIDE

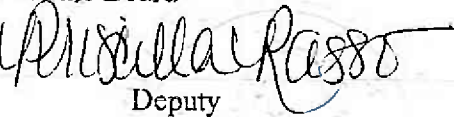
By:



Attest:

Kecia R. Harper
Clerk of the Board

By:



Deputy

APPROVED AS TO FORM

County Counsel

By



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

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 3/5/2020 before me, Maziar Safie Soltani, Notary Public
(insert name and title of the officer)

personally appeared Darren Warren
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)



**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 ROUTE HOME COMPANY LLC, 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 36826-3, 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 One Hundred Thirty Seven Thousand and no/100 Dollars (\$137,000.00).

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 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.

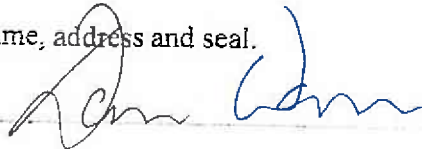
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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
POUTE HOME COMPANY LLC
27401 LOS ACTOS
Suite 400
MISSION VIEJO, CA 92691

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

By 

Print Name **DARREN WARREN**
Vice President Land
Acquisitions & Development

Title _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: 

Attest:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

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

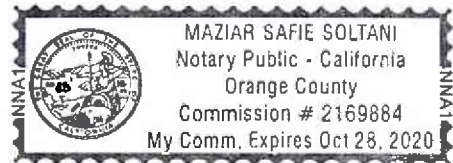
On 3/5/2020 before me, Maziar Safie Soltani, Notary Public
(insert name and title of the officer)

personally appeared Darren Warren
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)



**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 PULTE HOME COMPANY LLC, 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 36826-3, 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 One Hundred Eighteen Thousand and no/100 Dollars (\$118,000.00).

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 Polte Home Company LLC
27401 Los Altos
Suite 400
Mission Viejo, CA 92691

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

By 

Print Name **DARREN WARREN**
Vice President Land
Acquisitions & Development

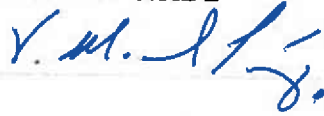
Title _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: 

Attest:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM

County Counsel

By 

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

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

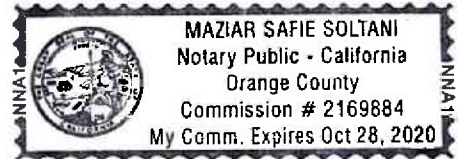
On 3/5/2020 before me, Maziar Safie Soltani, Notary Public
(insert name and title of the officer)

personally appeared Darren Warren
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)



**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 ROUTE HOME COMPANY LLC, 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 36826-3, 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 Seven Hundred Fifty Three Thousand Five Hundred and no/100 Dollars (\$753,500.00).

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 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

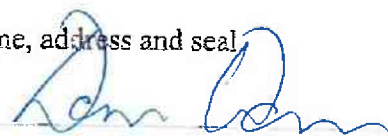
Construction Engineer
Riverside County Transportation Dept.
2950 Washington Street
Riverside, CA 92504

Contractor

Route Home Company LLC
27401 Los Altos
Suite 400
Mission Viejo, CA 92691

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

By



Print Name

DARREN WARREN
Vice President Land
Acquisitions & Development

Title

By

Print Name

Title

COUNTY OF RIVERSIDE

By



Attest:

Kecia R. Harper
Clerk of the Board

By



Deputy

APPROVED AS TO FORM

County Counsel

By



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

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 3/5/2020 before me, Maziar Safie Soltani, Notary Public
(insert name and title of the officer)

personally appeared Darren Warren
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)





NOT TO SCALE

VICINITY MAP
Tract Map 36826-3
TWP. 5S., RNG. 6W., SEC. 1
Supervisory District: 1

TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 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 3 SOUTH, RANGE 6 WEST, S.B.M.



JUNE 2016

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020 AT _____, M.
IN BOOK _____ OF MAPS, AT PAGES _____,
AT THE REQUEST OF THE CLERK OF THE BOARD
NO. _____
FEE _____
PETER ALDAMA, 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 DEDUCTIVE BORDER LINE.

WE HEREBY RETAIN LOTS "A" THROUGH "C", 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.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES, LOTS "X" THROUGH "O" INCLUSIVE, THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "C", INCLUSIVE.

WE HEREBY RETAIN LOTS "P" THROUGH "R", INCLUSIVE, INDICATED AS "OPEN SPACE", AS SHOWN HEREON, FOR OPEN SPACE, SOLE AND LANDSCAPE MAINTENANCE PURPOSES, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES, PRIVATE DRAINAGE EASEMENT LYING WITHIN LOT "B", AS SHOWN HEREON, THE DEDICATION IS FOR DRAINAGE PURPOSES, FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES, PRIVATE LANDSCAPE EASEMENT LYING WITHIN LOT "1", AS SHOWN HEREON, THE DEDICATION IS FOR LANDSCAPE PURPOSES, FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.
THE REAL PROPERTY DESCRIBED BELOW IS RETAINED AS AN EASEMENT FOR PRIVATE PURPOSES, PRIVATE DRIVEWAY EASEMENT LYING WITHIN LOTS "1" THROUGH "3", AS SHOWN HEREON, THE DEDICATION IS FOR DRIVEWAY PURPOSES, FOR THE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP. THE DRIVEWAY EASEMENT SHALL BE SUBJECT TO THE GENERAL EASEMENT OF TRAVEL.
FORESTAN TROPICAL DEVELOPMENT COMPANY, A DELAWARE CORPORATION

Stephen C. Cameron
STEPHEN C. CAMERON, PRESIDENT

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, 2016. 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: 3/2/2020

Eddy P. Aronson
EDDY P. ARONSON, 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 SEPTEMBER 26, 2017, THE EXPIRATION DATE BEING SEPTEMBER 26, 2020 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 4-9, 2020

David L. McAllan
DAVID L. McALLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2020



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.

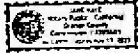
STATE OF CALIFORNIA
COUNTY OF _____
ON 2-2-2020 BEFORE ME, Joan Kaye, Notary Public, PERSONALLY APPEARED Stephen C. Cameron

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/IT/HEY EXECUTED THE SAID INSTRUMENT AUTHORIZED CAPACITIES, AND THAT HE/SHE/IT/HEM/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: Joan Kaye
SIGNATURE: Joan Kaye
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2285605
MY COMMISSION EXPIRES: 5-18-23
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Orange



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 ACCESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "C", INCLUSIVE, AS INDICATED AS "PRIVATE STREET" AS SHOWN HEREON.

DATE: _____, 2020
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: KEVIN HARPER
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

BENEFICIARY

MULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED IN A 2020 AS DOCUMENT NO. 2020-018277, OFFICIAL RECORDS OF RIVERSIDE COUNTY

BY: Sam Wynn
VICE PRESIDENT LAND ACQUISITION AND DEVELOPMENT

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 50,500.00 HAS BEEN EXCUTED 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 ALL 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: March 12, 2020

CASH ON SAFETY BOND
Jon Christensen
JON CHRISTENSEN
COUNTY TAX COLLECTOR
DEPUTY

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 JUNE 23, 2020 BEFORE ME, CAROLINA DIAZ, Notary Public, PERSONALLY APPEARED Carolina Diaz

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/IT/HEY EXECUTED THE SAID INSTRUMENT AUTHORIZED CAPACITIES, AND THAT HE/SHE/IT/HEM/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: CAROLINA DIAZ
SIGNATURE: Carolina Diaz
NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2232345
MY COMMISSION EXPIRES: FEB. 26, 2022
COUNTY OF PRINCIPAL PLACE OF BUSINESS: ORANGE

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 A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 50,500.00.

DATE: March 12, 2020

Jon Christensen
JON CHRISTENSEN
COUNTY TAX COLLECTOR

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

TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 89 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

adkan
ENGINEERS

JUNE 2016

SHEET 2 OF 9 SHEETS

SURVEYOR'S NOTES

- - INDICATES FOUND MONUMENT AS NOTED
- ⊙ - INDICATES FOUND 1" P & LS 8569 TAG, FLUSH PER RS 143/16-19
- - INDICATES FOUND 1" P & LS 5399 TAG, FLUSH PER TRACT NO. 36842, MB 451/29-53
- ⊕ - INDICATES FOUND 1" P & LS 5399 TAG, FLUSH PER TRACT NO. 36825, MB 456/96-123
- ⊙ - INDICATES FOUND LEAD & LS 5399 TAG IN TOP OF CURB, PROJECTED PERPENDICULAR OR RADIAL AT OFFSET DISTANCE OF 9.75' ON TRAILWOOD COURT AND EYESING DRIVE OR 15.75' ON TEMESCAL MILLS DRIVE, OR SIDE LOT LINE PROJECTED AT DISTANCES AS NOTED, PER TRACT NO. 36825, MB 459/98-123
- - INDICATES SET 1" P & LS 5399 TAG, 4/2/14

SET 1" P & LS 5399 TAG, FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OF BEAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY, EXCEPT AS OTHERWISE NOTED

SET LEAD & LS 5399 TAG IN TOP OF CURB, RIVERSIDE COUNTY STANDARD "S" FOR B.C., C.C., P.C., P.C., AND COMMON CURBWAYS PROJECTED PERPENDICULAR OR RADIAL AT OFFSET DISTANCES OF 9.75' ON DISCOVERY COURT, SPROUT DRIVE, STREET EYESING DRIVE, AND TRAILWOOD COURT, EXCEPT AS OTHERWISE NOTED

- () - INDICATES RECORD & MEASURED DATA PER RS 143/16-19 & TRACT NO. 36843, MB 451/29-53
- (-)- INDICATES RECORD & MEASURED DATA PER LLA 5551 REC. 9-27-2016 AS INST. NO. 2016-041188 OF O.P. AND TRACT NO. 36825, MB 459/98-123
- (-)- INDICATES RECORD & MEASURED DATA PER TRACT NO. 36825, MB 459/98-123
- R1 - INDICATES RECORD DATA PER PUB 55/82-63

||||| - INDICATES RESTRICTED ACCESS

THIS MAP CONTAINS 15.73 ACRES CROSS WITHIN THE DISTINCTIVE BORDER

ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 481.21 AND THE MONUMENT AGREEMENT FOR THIS MAP.

CGAR'S FOR THIS MAP RECORDED _____ AS INST. NO. _____ O.P., RIVERSIDE COUNTY

COURSE DATA

- ① (S=51°11'36" N=13.00' L=1162')
- ② (N=41°16'34" W=2.20')
- ③ (S=20°54'03" R=888.00' L=250.97')
- ④ (N=81°43'29" W=12.28')
- ⑤ (N=81°34'07" E=56.90')
- ⑥ (N=53°54'07" E=72.29')
- ⑦ (S=04°43'37" R=1537.00' L=19.95')
- ⑧ (S=27°12'34" R=688.00' L=130.15')
- ⑨ (N=72°02'27" E=17.40')
- ⑩ (N=91°57'07" E=56.16')
- ⑪ (N=25°44'16" E=16.17')
- ⑫ (S=35°44'13" R=488.00' L=429.12')
- ⑬ (N=12°13'13" W=120.40')

BASIS OF BEARINGS

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M., BEING NORTH 88°56'38" WEST PER RS 143/16-19 WAS HELD AS THE BASIS OF BEARINGS FOR THIS MAP.

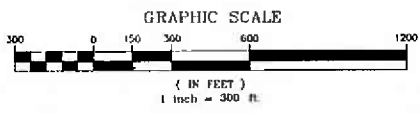
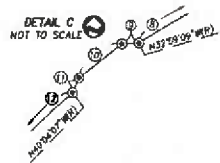
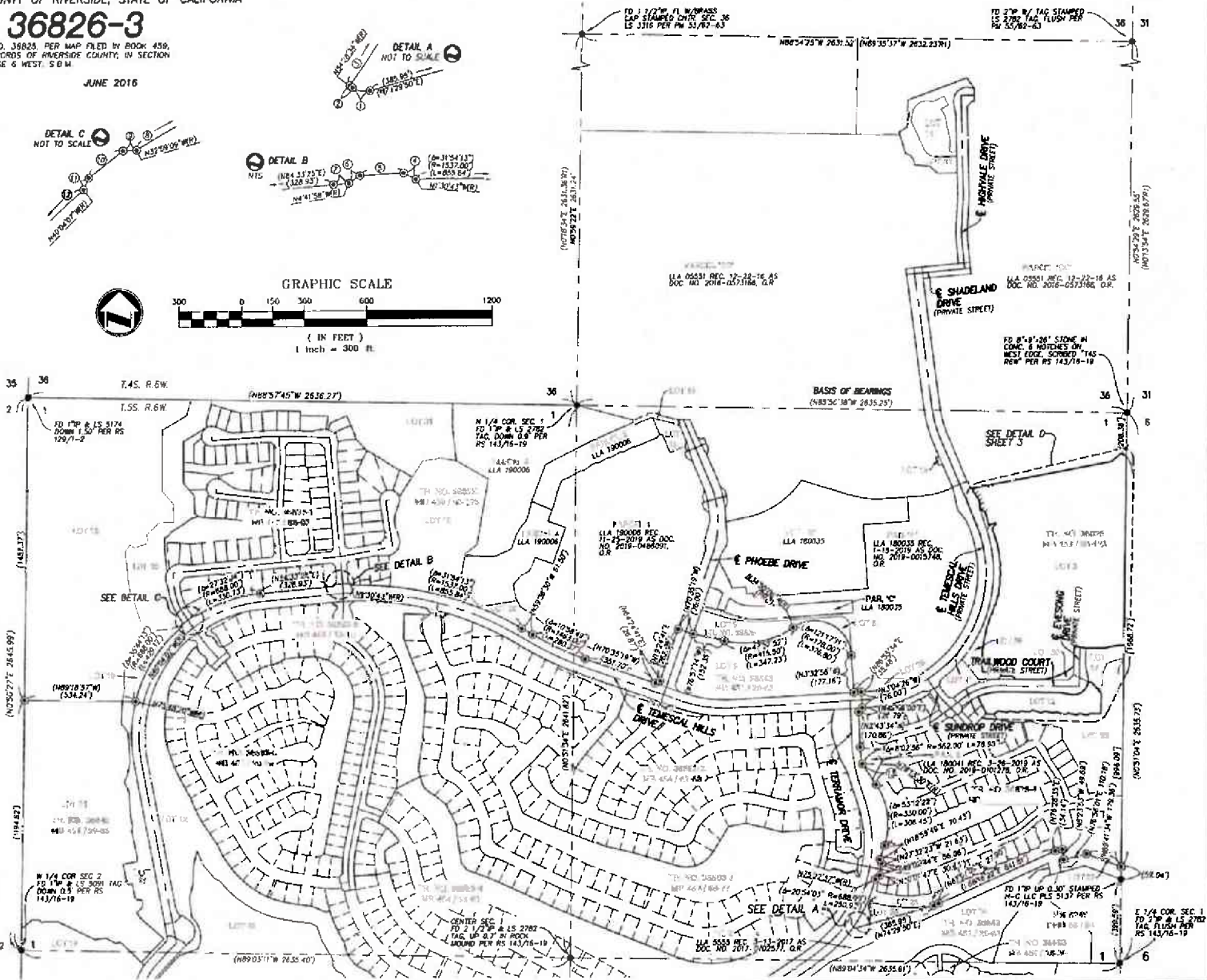
ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP IS ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR IN EGS BOOK _____, PAGE ____ THIS AFFECTS ALL LOTS.

NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

SEE SHEET 4 (E) SHEET INDEX MAP AND EASEMENT NOTES.



TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36823, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 125, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 3 SOUTH, RANGE 6 WEST, S.B.M.

JUNE 2016

adkan
ENGINEERS

NOTE

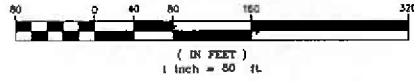
DRAWING EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

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

SEE SHEET 4 FOR SHEET INDEX MAP AND EASEMENT NOTES.

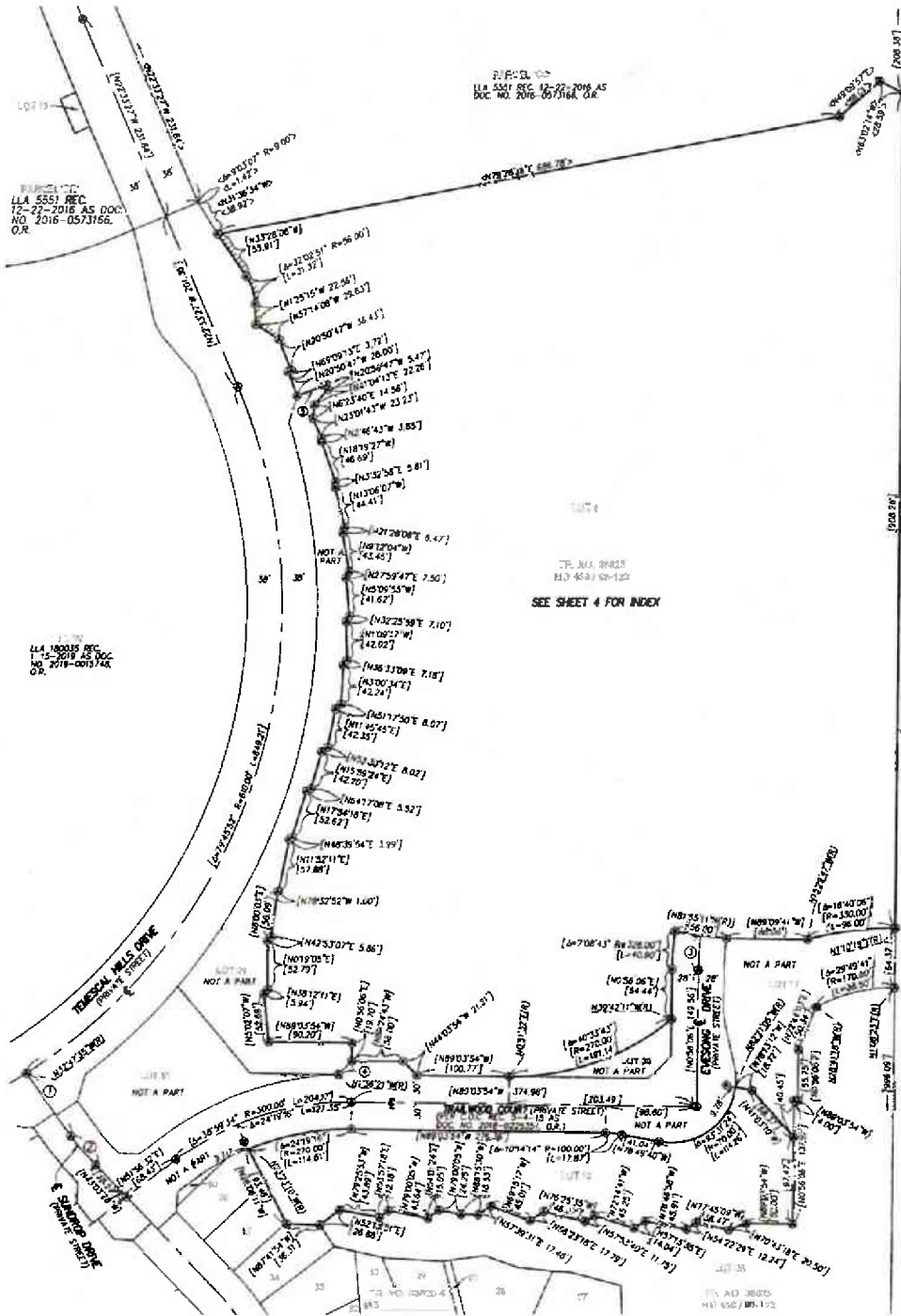
DETAIL D
(FROM SHEET 2)

GRAPHIC SCALE



COURSE DATA

- ① N34°47'35"W 84.00'
- ② S87°53'33" R=300.00' L=43.27'
- ③ S4°17'08"43" R=300.00' L=37.41'
- ④ N44°30'53"E 20.74'
- ⑤ N69°09'13"E 33.46'



TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36825, PER MAP FILED IN BOOK 456, 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.

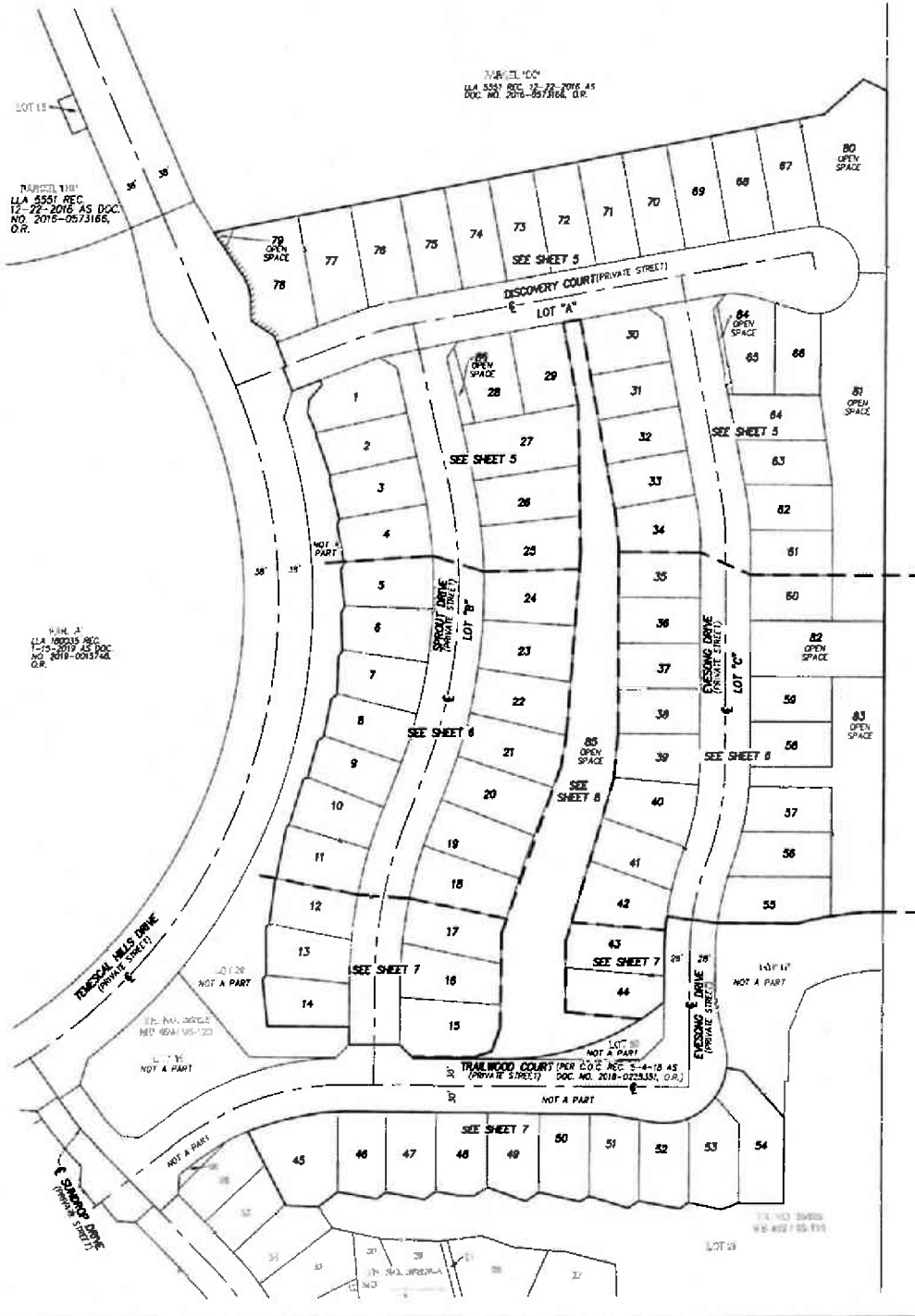
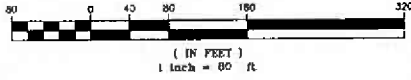
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, AND ENVIRONMENTAL CONSTRAINT NOTE.

EASEMENT NOTES

- △ RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF A STORM DRAIN EASEMENT PER DOCUMENT RECORDED AUGUST 22, 2018 AS DOC. NO. 2018-0113999 OF OFFICIAL RECORDS, SHEET 9.
- △ PRIVATE DRAINAGE EASEMENT, RETAINED HEREON, SHEET 5.
- △ PRIVATE LANDSCAPE EASEMENT, RETAINED HEREON, SHEET 5.
- △ SOUTHERN CALIFORNIA Edison COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATIONS SYSTEMS AND OTHER PURPOSES PER INST. NO. 2019-0262250, O.R. REC. 7-17-19.

INDEX MAP

GRAPHIC SCALE



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

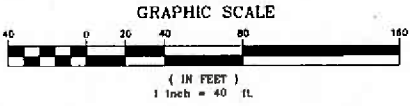
TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 58 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 14 EAST, S.D.M.

JUNE 2016

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

adkan ENGINEERS

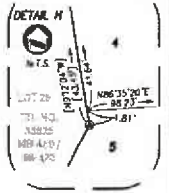
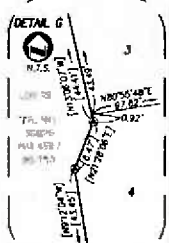


SHEET 5 OF 9 SHEETS



- COURSE DATA**
- ① N48°29'13"E 33.49'
 - ② N20°50'47"W 5.47'
 - ③ N78°01'54"E 24.85'
 - ④ N51°52'30"E 35.81'
 - ⑤ N63°27'57"E 71.53'

LA 180015 REC
1-14-2016 AS DOC
NO. 2016-001574L
O.P.



SEE SHEET 6

SEE SHEET 6

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

TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 98 THROUGH 123, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 7 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

JUNE 2016

adkan
ENGINEERS

SHEET 6 OF 9 SHEETS

NOTE

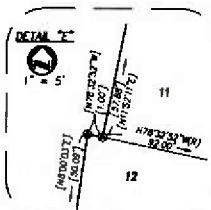
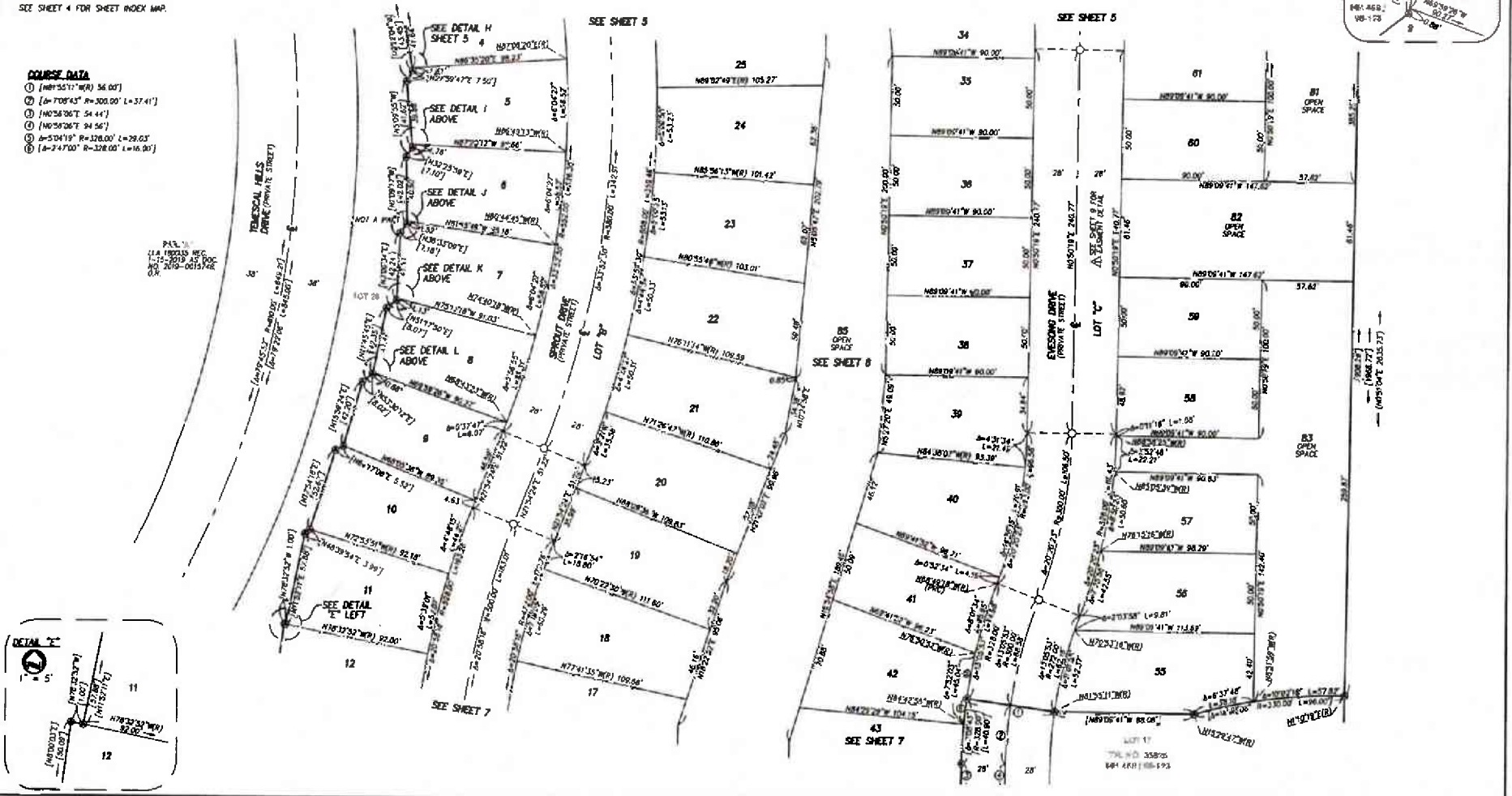
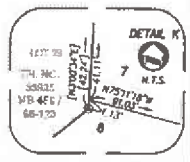
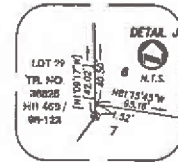
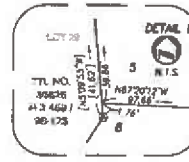
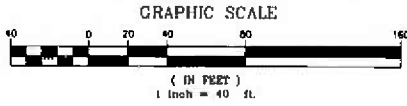
DAMAGE CASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

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

SEE SHEET 4 FOR SHEET INDEX MAP.

COURSE DATA

- ① [N89°55'17"W] 36.00'
- ② [S67°00'45"E] 300.00' L=37.41'
- ③ [N0°38'36"E] 34.44'
- ④ [N85°50'07"E] 34.54'
- ⑤ [S53°41'19"E] 120.00' L=28.63'
- ⑥ [S2°47'00"E] 328.00' L=16.80'



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

TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 OF TRACT NO. 36825, PER MAP FILED IN BOOK 459, PAGES 36 THROUGH 121, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 8 WEST, S.B.M.

JUNE 2016

**adkan
ENGINEERS**

SHEET 7 OF 9 SHEETS

NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

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

SEE SHEET 4 FOR SHEET INDEX MAP.

COURSE DATA

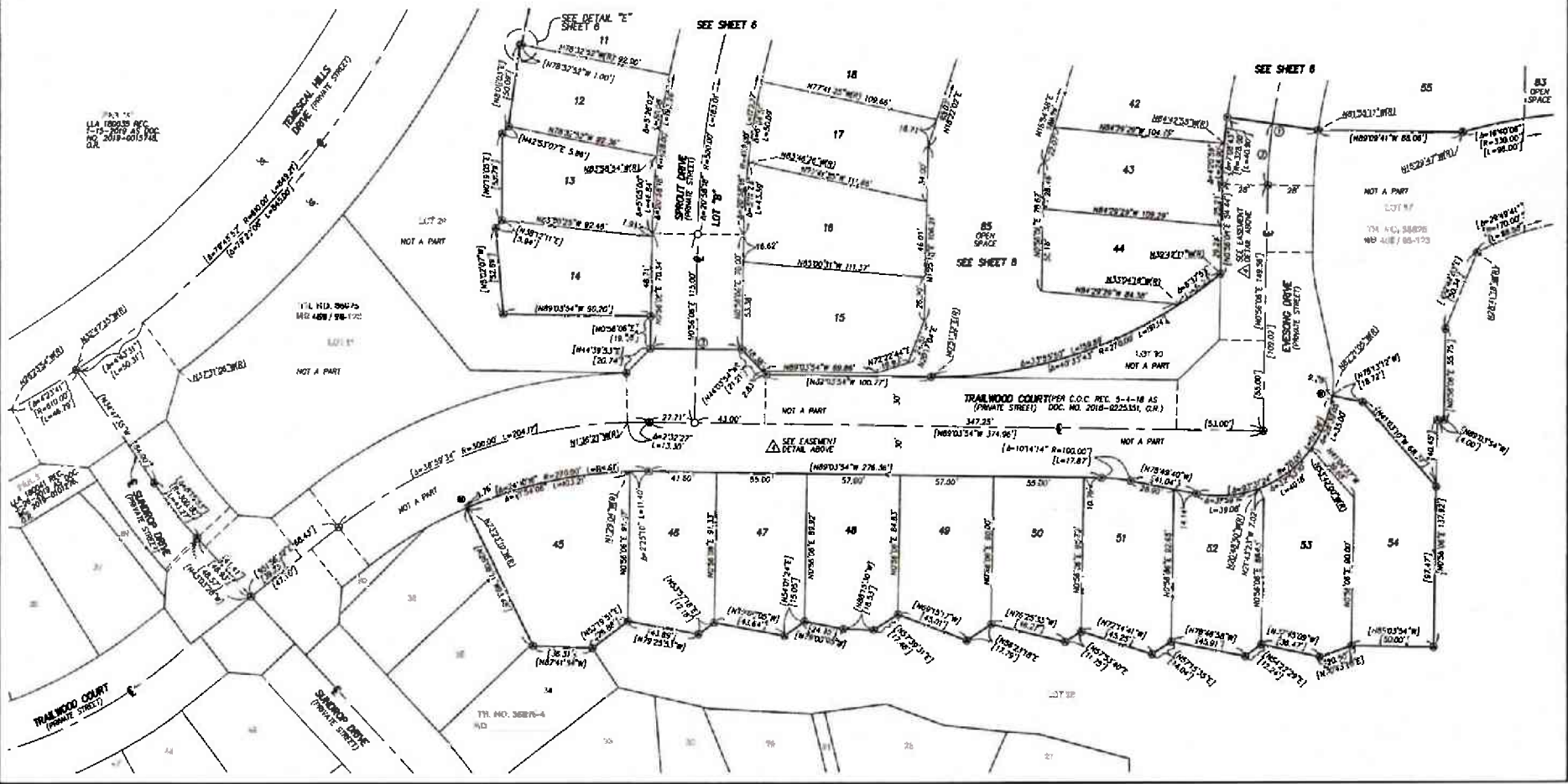
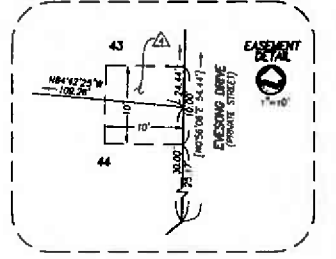
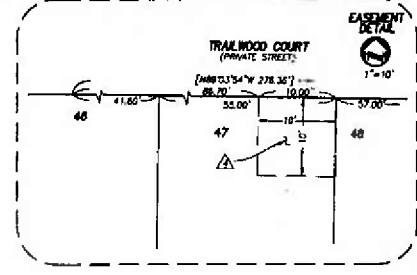
- ① (N89°51'11"W) 86.00'
- ② (S-70°41'1" E) 303.00' (L=37.41')
- ③ (N89°34'43"W) 56.00'
- ④ (N05°06'12" E) 54.58'



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 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.

adkan
ENGINEERS

JUNE 2016

NOTE

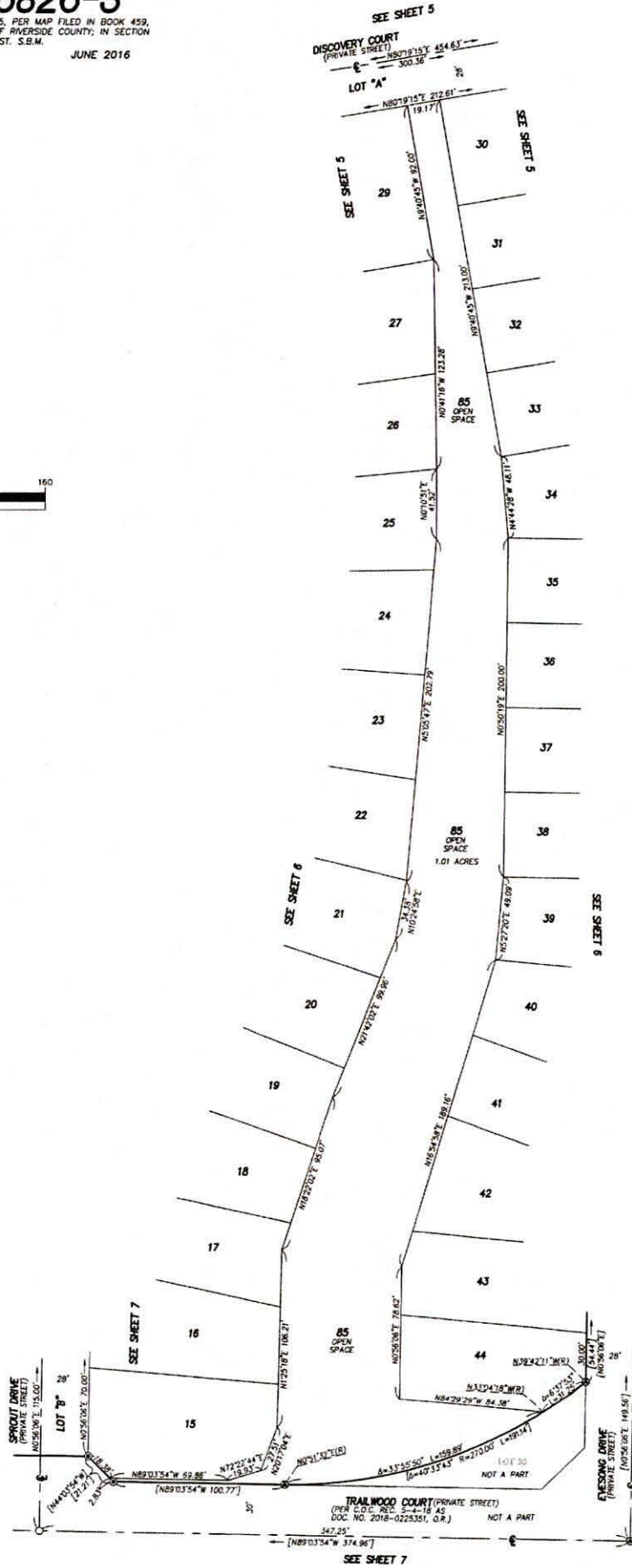
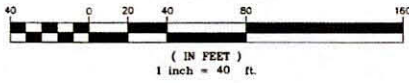
DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

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

SEE SHEET 4 FOR SHEET INDEX MAP.



GRAPHIC SCALE



NOTE

DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

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

SEE SHEET 4 FOR SHEET INDEX MAP.

TRACT NO. 36826-3

BEING A SUBDIVISION LOTS 3 AND 12 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

EASEMENT DETAIL

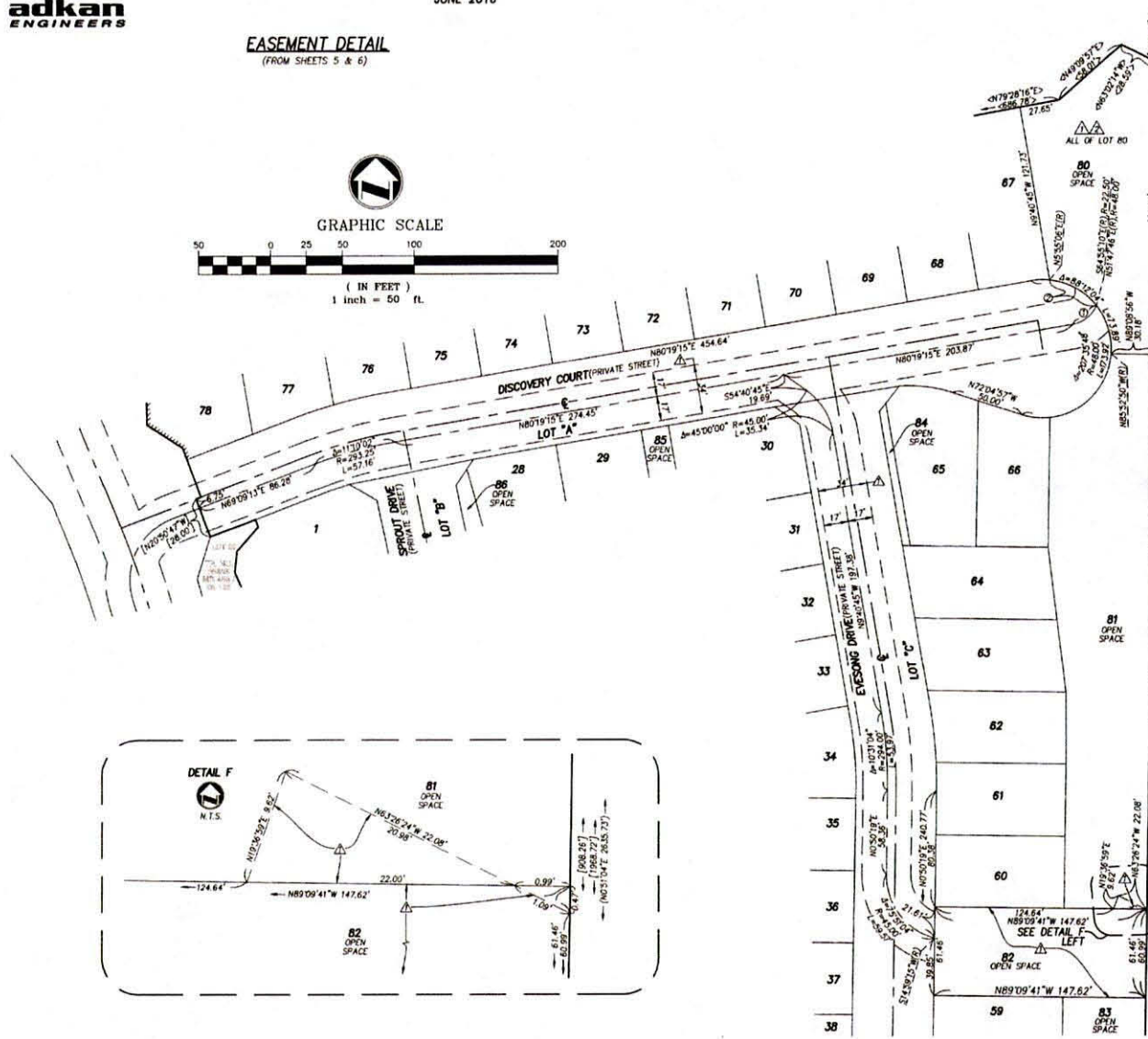
(FROM SHEETS 5 & 6)



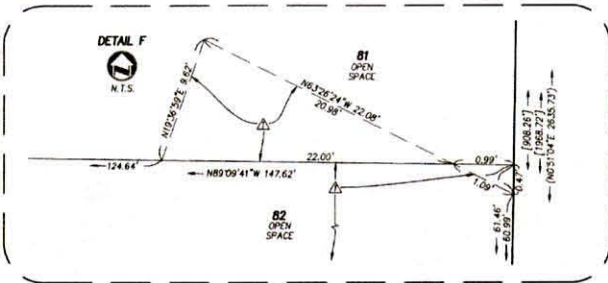
GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



COURSE DATA
 ① Δ=55°14'25" R=22.50' L=21.69'
 ② Δ=45°52'40" R=48.00' L=38.43'



**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) 358-6961 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 07/28/2020
4. ORGANIZATION County of Riverside		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# Sue Maxwell 955-1069 955-1071	14. RECORDS COORDINATOR (must be Authorized):	

15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.5 Board of Supervisors Meeting 07/14/2020				
	Final Tract Map No 36826-3 (Sched A) w/ Subdivision Guarantee & Improvement Agreement & Supplemental CC&Rs – District 1				

RECORDED
CLERK / BOARD OF SUPERVISORS
2020 JUL 28 AM 10:40

21. RECORDS RECEIVED BY: <i>Daniel Pizano</i>		30. REMARKS
22. TITLE	23. RECEIVED VIA:	
24. DATE RECEIVED:	25. TIME RECEIVED:	
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:	
28. NAME\DATE SCANNED TO HOLDING AREA:		29. NAME\DATE SCANNED TO LOCATION:

*7/14/20 2.5
2020-12-148503*



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
(951) 955-6200

County Clerk-Recorder
(951) 486-7000

Mailing Address
P.O. Box 751
Riverside, CA 92502-0751

www.riversideacr.com
www.riversidetaxinfo.com

Recorder Return Notice – Maps

DATE: 07/22/2020

TO: COB

FROM: Maria #309

RE: TM NO. 36826-3

2020 JUL 28 AM 8:28
ASSASSOR-COUNTY CLERK-RECORDER
CLERK/BOARD OF SUPERVISORS

REASON FOR REJECTION: 1. Venue in map is incomplete.
2. Missing 4 fill ins in map for TM No. 36826-4

2020 JUL 28 AM 10:41
ASSASSOR-COUNTY CLERK-RECORDER
CLERK/BOARD OF SUPERVISORS

NOTES:

Over the Counter Pick Up

Picked Up By: Daniel Pizarro on _____
(Print Name) (Print Date)

Signature: [Handwritten Signature]

Interoffice Delivery

Delivered thru Interoffice Mail By: _____ on _____
(Print Name) (Print Date)

Telephone Number: _____ Signature: _____

Received By: _____ on _____

Telephone Number: _____ Signature: _____

**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) 358-6961 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 07/15/2020		
4. ORGANIZATION County of Riverside		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 Sue Maxwell	PHONE # 955-1069	FAX# 955-1071	14. RECORDS COORDINATOR (must be Authorized):	
15. BOX # (Temp)	16. DESCRIPTION OF RECORDS <small>Must be the same as records series title on schedule</small>	17. RANGE OF YEARS	18. DESTRUCTION DATE	19. RECORD SERIES TITLE CODE	20. PERMANENT BOX # (Barcode label)
	Item No 2.5 Board of Supervisors Meeting 07/14/2020 Final Tract Map No 36826-3 (Sched A) w/ Subdivision Guarantee & Improvement Agreement & Supplemental CC&Rs – District 1				
21. RECORDS RECEIVED BY: <i>FERRANDO</i>		30. REMARKS			
22. TITLE <i>ACR</i>	23. RECEIVED VIA: <i>COURIER</i>	<div style="float: right; text-align: center;"> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"> 2020 JUL 15 AM 10:31 CLERK / BOARD OF SUPERVISOR RIVERSIDE COUNTY </p> <p>pls sm</p> </div>			
24. DATE RECEIVED:	25. TIME RECEIVED:				
26. BOXES VERIFIED BY:	27. DATE BOXES VERIFIED:				
28. NAME/DATE SCANNED TO HOLDING AREA:					



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

BOARD APPROVAL REQUIRED: Yes No
 COUNTY COUNSEL APPROVAL: Yes No

AGREEMENT/CONTRACT NO.:

REQUESTED BOARD DATE: ~~4/21/2020~~ 5/5/2020 CAN IT GO AT A LATER DATE: YES NO
7/14/20

<input type="checkbox"/> AMENDMENT	NO.	<input type="checkbox"/> CHANGE ORDER	NO.
<input type="checkbox"/> RESOLUTION	NO.	<input type="checkbox"/> ORDINANCE	NO.
<input type="checkbox"/> AWARD PACKAGE	<input checked="" type="checkbox"/> FINAL MAP	<input type="checkbox"/> ACQUISITION/EDA	<input type="checkbox"/> ADVERTISEMENT PACKAGE
<input type="checkbox"/> OTHER:	SUPERVISORIAL DISTRICT: 1		

PROJECT/SUBJECT:
 FINAL TRACT MAP NO: 36826-3 (Schedule "A")
 DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: NATALIA D GARCIA MASON	W.O. NO.: FSM36826-3 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-6711
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION: 5-1843

FISCAL

AMOUNT: \$ (0)	CHANGE ORDER AMOUNT: \$
FUNDING SOURCE (S): Applicant Fees	FUNDING SOURCE(S):

ROUTING

SPECIAL ROUTING INSTRUCTIONS (e.g., who receives original agreements, companion item, rush, etc.):
 THE FINAL TRACT MAP AND AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD. THE FINAL TRACT MAP AND CC&R'S IS TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
12265			

BOARD AGENDA DATE: 7/14/20 BOS ITEM NUMBER: 2.5
2.13

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

JACKSON TIDUS (SLM)
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**

(Lots 20 to 23, inclusive, and Lots 39 to 41, inclusive, of Tract No. 36826-3)

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

(Lots 20 to 23, inclusive, and Lots 39 to 41, inclusive, of Tract No. 36826-3)

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**").

PREAMBLE:

A. Declarant is "Declarant" under Section 1.21 of 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 the First Amendment thereto, recorded on June 23, 2017, as Instrument No. 2017-0254162 (as further amended or restated, 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 20 to 23, inclusive, and Lots 39 to 41, inclusive, of Tract No. 36826-3, as shown on a Subdivision Map (the "**Map**") recorded in Book ____, Pages ____ through ____, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

C. This Supplemental Master Declaration is being recorded to satisfy the Conditions of Approval for the County of Riverside for recording the Map. There is no Neighborhood Builder (as defined in Section 1.58 of the Master Declaration) at the time of recording this Supplemental Master Declaration; however, Declarant or a Neighborhood Builder (with Declarant's consent) may record an additional Supplemental Master Declaration after the transfer of the Property to a home builder to designate such builder as a "Neighborhood Builder" under the Master Declaration and to set forth additional restrictions, easements and Neighborhood Builder specific dispute resolution provisions, if applicable. Pursuant to Section 20.1.1 of the Master Declaration and the County's Conditions of Approval for recording the Map, any such additions or changes that terminate or "substantially" amend this Supplemental Master Declaration or deannex the Property from this Supplemental Master Declaration or the Master Declaration shall be subject to approval by the Riverside County Planning Director. A proposed addition or change shall be considered "substantial" if it affects the extent, usage or maintenance

of the Master Association Property established pursuant to the Master Declaration or a Supplemental Master Declaration.

D. The Property is part of the Mandatory Annexable Territory as defined in Section 1.42 of the Master Declaration pursuant to that certain Supplemental Master Declaration of Covenants, Conditions and Restrictions and Notice of Designation of Mandatory Annexable Territory for Terramor (Tract No. 36825), recorded on December 18, 2017, as Instrument No. 2017-0528821, as amended by the First Amendment thereto, recorded on January 16, 2018, as Instrument No. 2018-0017551, both in the Official Records (together with any additional amendments, thereto, collectively, the "**Tract 36825 Supplemental Master Declaration**"). The Property is a portion of Tract No. 36826-3 as shown on the Map, which is a subdivision of Lots 3 and 12 of Tract No. 36825, as shown on a Subdivision Map, recorded in Book 459, Pages 98 through 123, inclusive, of Maps, in the Office of the Riverside County Recorder. Declarant wishes 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, the Tract 36825 Supplemental Master Declaration and this Supplemental Master Declaration on the Property.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

1. **Annexation of Property.** Declarant declares 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, the Tract 36825 Supplemental Master Declaration and all other Master Association Governing Documents (as defined in Section 1.44 of the Master Declaration).

2. **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.

3. **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 (as defined in Section 1.10 of the Master Declaration) to be paid to the Master Association shall commence as to all Lots in the Phase in which such Lots are included on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot in such Phase, as provided in Sections 8.7.3 and 17.3 of the Master Declaration.

4. **Voting Rights.** As provided in Section 17.3 of the Master Declaration, the entitlement to vote shall commence as to all Lots within the Phase in which such Lots are included upon commencement of Common Assessments on the Lots in such Phase.

5. **Land Classifications.**

(a) **Lots.** Lots 20 to 23, inclusive, and Lots 39 to 41, inclusive, of Tract No. 36826-3, 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 (as defined in Section 1.46 of the Master Declaration) in the Property.

(c) **Master Maintenance Areas.** There are no Master Maintenance Areas (as defined in Section 1.50 of the Master Declaration) in the Property. Declarant and future Neighborhood Builder may record an additional Supplemental Master Declaration to designate Master Maintenance Areas for the Property.

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

(e) **Special Benefit Areas.** The Lots in the Property are part of a Special Benefit Area ("**SBA**"), as that term is defined in Section 1.85 of the Master Declaration. The "Age-Restricted Special Benefit Area" (as described in Article XIX of the Master Declaration) is the SBA that affects the Lots in 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.

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

7. **Marketing Name.** The marketing name for the Property shall be set forth in a separate Supplemental Master Declaration after the Property is transferred to a Neighborhood Builder.

8. **Conformity with Development Plan.** This Supplemental Master Declaration is in conformity with the development plan currently on file with the California Department of Real Estate.

9. **Amendment and Duration.** This Supplemental Master Declaration may be amended or terminated only by complying with the requirements of Sections 15.3.7, 15.3.9 and 17.7 and Article XX 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.

10. **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, each Neighborhood Builder, and each successor in interest of Declarant and 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.

11. **Dispute Resolution Procedures.** If the future Neighborhood Builder for the Property chooses 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, such Neighborhood Builder shall set forth the dispute resolution procedures for Neighborhood Builder Disputes in a separate Supplemental Master Declaration or other declaration.

[SIGNATURES ON NEXT PAGE]

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION
(Lots 20 to 23, inclusive, and Lots 39 to 41, inclusive, of Tract No. 36826-3)

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

Dated: March 9th, 2020

DECLARANT:

FORESTAR TOSCANA DEVELOPMENT COMPANY,
a Delaware corporation

By: [Signature]

Name: Stephen Cameron

Title: President

By: [Signature]

Name: Michael Canfield

Title: Senior 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 Orange

On March 9, 2020, before me, Jane Kaye, Notary Public
(here insert name and title of the officer)

personally appeared Michael Canfield

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



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 3-9-2020 before me, Jane Kaye, Notary Public
(insert name and title of the officer)

personally appeared Stephen 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 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.

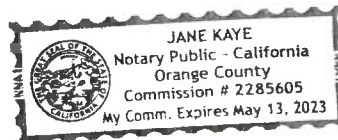
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jane Kaye

(Seal)



RIVERSIDE COUNTY RECORDER

RECORDING DATE:

NUMBER
DOCS

DPS

CHICAGO TITLE

EXAMINER

FOR RECORDER'S USE ONLY

FOR RECORDER'S USE ONLY

Documents will be recorded in the order submitted

Theresa Robertson (619) 521-3552 P54

DOCUMENT NUMBER	ORDER NUMBER	FEES	DOC	MISC.
1	15120T63		TRACT MAP	
2			36826-3	
3				
4				
5				
6				
7				
8				
9	X NO		mylar copy	
10			needed	
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

FEES	TRANSFER TAX
------	--------------

RECORDER'S USE ONLY

RECORDER'S USE ONLY

Recorded at the Request of:
CHICAGO TITLE COMPANY

When Recorded Mail to:

Chicago Title Company
2365 Northside Drive #600
San Diego, CA 92108

TRACT NO. 36826-3

SUBDIVISION GUARANTEE



Chicago Title Company

Builders Services Division
2365 Northside Drive, Suite 500, San Diego, CA 92108 (619) 521-3400

SUBDIVISION GUARANTEE

Order No.: 15120T63-996-SD1-RT4

Subdivision Map of: Tract No. 36826-3

Dated: June 19, 2020 at 7:30 am

Consisting of 9 Sheet(s)

Issued for the benefit and protection of the County of Riverside and any City within which said subdivision is located.

After an examination of the Public Records which, under the recording laws, impart constructive notice of matters affecting the title to the land hereinafter described,

CHICAGO TITLE INSURANCE COMPANY a Missouri corporation

hereby guarantees, for the benefit of said county and city, in a sum not to exceed \$10,000.00, that as shown by said records the only parties having any record title interest in said land, and whose signatures are or may be required, under the requirements of the Subdivision Map Act of said land and offering for dedication any streets roads, avenues and other easements offered for dedication by said Subdivision Map are as set forth in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Issuing Office:
2365 Northside Drive, Suite 500
San Diego, CA 92108

President

Countersigned by:

Secretary

Theresa Robertson
Title Officer

SCHEDULE A

The map hereinbefore referred to is a subdivision of:

SEE ATTACHED EXHIBIT A

The parties hereinbefore referred to are:

OWNERS:

FORESTAR TOSCANA DEVELOPMENT COMPANY, a Delaware corporation

TRUST DEED HOLDERS:

Pulte Home Company, LLC, a Michigan limited liability company, beneficiary under a Deed of Trust recorded May 8, 2020 as Document No. 2020-0198277, Official Records of Riverside County

END OF SCHEDULE A

EXHIBIT A

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

TRACT NO. 36826-3

BEING A SUBDIVISION OF LOTS 3 AND 12 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.

END OF EXHIBIT A