

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



ITEM: 2.22
(ID # 13237)

MEETING DATE:
Tuesday, August 25, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 36826-02 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 36826-2 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 36826-2.

ACTION: Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: Transp.

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 Map 36826 was approved by the Board of Supervisors on September 26, 2017, as Agenda Item 1.2. Final Tract Map 36826-2 is a 15.43 acre subdivision that is creating 72 residential lots and 3 open spaces in the Temescal Canyon area. This Final Tract Map is the 4th phase out of 7 phases. This Final Tract 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 parcel map.

Pardee Homes a California Corporation 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. The securities posted by The Continental Insurance Company are as follows:

- FSM 36826-02 \$1,204,500 #30098080 for the completion of road and drainage improvements.
- FSM 36826-02 \$168,000 #30098080 for the completion of the water system.
- FSM 36826-02 \$202,000 #30098080 for the completion of the sewer system.
- FSM 36826-02 \$75,600 #30098082 for the completion of the monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

- FSM 36826-2 Vicinity Map
- FSM 36826-2 Improvement Agreements
- FSM 36826-2 Mylars


Jason Farin, Principal Management Analyst 8/18/2020


Gregory L. Priamos, Director County Counsel 8/17/2020

**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 Pardee Homes, a California corporation, 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 36826-2**, 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 Two Hundred Four Thousand Five Hundred and no/100 Dollars (\$1,204,500.00)**.

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

Contractor

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

Pardee Homes
1250 Corona Pointe Court
Suite 600
Corona, CA 92879

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

By Michael C. Taylor

Print Name Michael C. Taylor

Title Division President

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: V. M. Lopez

Attest:

Kecia R. Harper
Clerk of the Board

By: Priscilla Rasso
Deputy

APPROVED AS TO FORM

County Counsel

By: [Signature]

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 Riverside

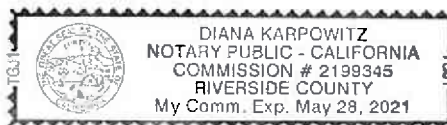
On April 15th 2020 before me, Diana Karpowitz -Notary Public
(insert name and title of the officer)

personally appeared Michael C Taylor
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 Diana Karpowitz (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 Pardee Homes, a California corporation, 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 36826-2, 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 Sixty Eight Thousand and no/100 Dollars (\$168,000.00).

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
Pardee Homes
1250 Corona Pointe Court
Suite 600
Corona, CA 92879

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

By Michael C. Taylor

Print Name Michael C. Taylor

Title Division President

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: V. M. [Signature]

Attest:

Kecia R. Harper
Clerk of the Board

By: Michelle Rasso
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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 Riverside)

On April 15th 2020 before me, Diana Karpowitz -Notary Public
(insert name and title of the officer)

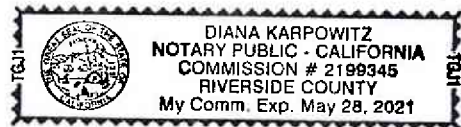
personally appeared Michael C Taylor
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their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

Diana Karpowitz (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 Pardee Homes, a California corporation, 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 36826-2, 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 Two Thousand and no/100 Dollars (\$202,000.00).

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

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

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

FIFTH: The 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:

<u>County</u>	<u>Contractor</u>
Construction Engineer Riverside County Transportation Dept. 2950 Washington Street Riverside, CA 92504	Pardee Homes 1250 Corona Pointe Court Suite 600 Corona, CA 92879

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

By Michael C. Taylor

Print Name Michael C. Taylor

Title Division President

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: [Signature]

Attest:

Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM

County Counsel

By [Signature]

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 Riverside)

On April 15th 2020 before me, Diana Karpowitz -Notary Public
(insert name and title of the officer)

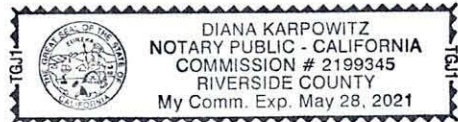
personally appeared Michael C Taylor
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Diana Karpowitz (Seal)



**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS**

This agreement, made and entered into by and between the County of Riverside, State of California, hereinafter called County, and Pardee Homes, a California corporation, 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 36826-2**, 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 Six Hundred and no/100 Dollars (\$75,600.00)**.

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

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

Contractor

Pardee Homes
1250 Corona Pointe Court
Suite 600
Corona, CA 92879

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

By *Michael C. Taylor*

Print Name Michael C. Taylor

Title Division President

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE

By: *[Signature]*
Attest:

Kecia R. Harper
Clerk of the Board

By: *[Signature]*
Deputy

APPROVED AS TO FORM

County Counsel

By *[Signature]*

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 Riverside)

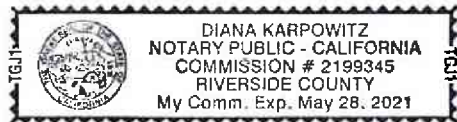
On April 15th 2020 before me, Diana Karpowitz -Notary Public
(insert name and title of the officer)

personally appeared Michael C Taylor
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 Diana Karpowitz (Seal)





NOT TO SCALE

VICINITY MAP

Tract Map 36826-02

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

Supervisory District: 1



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

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

<input type="checkbox"/> AGREEMENT/CONTRACT	NO.:
---	------

REQUESTED BOARD DATE: 8/25/2020	CAN IT GO AT A LATER DATE: <input type="checkbox"/> YES <input type="checkbox"/> NO
---------------------------------	---

<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: 36826-02 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP AND IMPROVEMENT AGREEMENTS

CONTRACTING PARTY: DENNIS ODENBAUGH	W.O. NO.: FSM 36826-02 (TC-SU21)(DBF)
PROJECT MANAGER: DENNIS ODENBAUGH	EXTENSION: 5-1843
FORM 11 AUTHOR/CONTACT: DENNIS ODENBAUGH	EXTENSION:

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 IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIRMAN OF THE BOARD.
THE FINAL TRACT MAP IS TO BE DELIVERED TOGETHER TO THE COUNTY RECORDER.
↓ C C + R 15

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
13237			

BOARD AGENDA DATE: 8/25/20	BOS ITEM NUMBER: 2.22
----------------------------	-----------------------

CLERK / BOARD OF SUPERVISORS

2020 AUG 13 AM 8:21

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 36826-2

adkan
ENGINEERS

BING A SUBDIVISION PARCEL 1 OF LOT LINE ADJUSTMENT NO. 190006, RECORDED NOVEMBER 25, 2019 AS DOCUMENT NO. 2019-0486091, AS PERFECTED BY DEED RECORDED DECEMBER 9, 2019 AS DOCUMENT NO. 2019-0507120, ALL OFFICIAL RECORDS OF RIVERSIDE COUNTY, IN SECTION 1 TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M.

JUNE 2016

RECORDER

FILED THIS _____ DAY
 IN BOOK _____ 0
 AT THE REQUEST OF
 NO. _____
 FEE _____
 PETER ALDANA, ASSE

BY: _____
 SUBDIVISION GUARAN
 CHICAGO TITLE COMF

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

WE HEREBY RETAIN LOTS 73 THROUGH 76, INCLUSIVE, INDICATED AS "OPEN SPACE", AS SHOWN HEREON, FOR OPEN SPACE, SLOPE, 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; ABUTTERS RIGHTS OF ACCESS ALONG PHOEBE DRIVE. THE OWNERS OF LOTS 25 THROUGH 33, INCLUSIVE, AND LOTS 75 AND 76, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, AS SHOWN HEREON.

PARDEE HOMES, A CALIFORNIA CORPORATION


 MICHAEL G. TAYLOR, DIVISION PRESIDENT, INLAND EMPIRE

BENEFICIARY

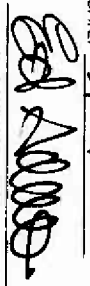
FORESTAR TOSCANNA DEVELOPMENT COMPANY, A DELAWARE CORPORATION, BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 17, 2020 AS DOCUMENT NO. 2020-0123697, OFFICIAL RECORDS OF RIVERSIDE COUNTY.


 STEPHEN C. CAMERON, PRESIDENT

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LC OF STEPHEN CAMERON ON JUNE 14, 2016. I HEREBY STATE THAT ALL MONUMENT OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.


DATE: 5/26/2020


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

COUNTY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 36826 AS F THE BOARD OF SUPERVISORS ON SEPTEMBER 26, 2017 THE EXPIRATION DATE THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 8-11, 2020


 DAVID L. McMILLAN, COUNTY SURVEYOR
 L.S. 8498
 EXPIRATION DATE: 12-31-2020



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 21 through 27, inclusive, and Lots 44 through 46, inclusive, of Tract No. 36826-2)

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

(Lots 21 through 27, inclusive, and Lots 44 through 46, inclusive, of Tract No. 36826-2)

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ADDITION OF TERRITORY FOR TERRAMOR ("*Supplemental Master Declaration*") is made by Forestar Toscana Development Company, a Delaware corporation ("*Declarant*") and Pardee Homes, a California corporation ("*Neighborhood Builder*").

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

Lots 21 through 27, inclusive, and Lots 44 through 46, inclusive, of Tract No. 36826-2, 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. Declarant and Neighborhood Builder may record an additional Supplemental Master Declaration 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.

5. **Land Classifications.**

(a) **Lots.** Lots 21 through 27, inclusive, and Lots 44 through 46, inclusive of Tract No. 36826-2, 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 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.

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.

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. 36826-2 as shown on the Map, which is a subdivision of Parcel 1 of Lot Line Adjustment No. 190006, recorded November 25, 2019 as Document No. 2019-0486091, of Official Records of Riverside County, being a portion of Lots 2 and 23 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 and Neighborhood Builder wish to add the Property to the Master Community in accordance with Article XVII of the Master Declaration and impose the restrictions contained in the Master Declaration, the Tract 36825 Supplemental Master Declaration and this Supplemental Master Declaration on the Property.

THEREFORE, DECLARANT AND NEIGHBORHOOD BUILDER HEREBY DECLARE AS FOLLOWS:

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

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, 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 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, Neighborhood Builder shall set forth the dispute resolution procedures for Neighborhood Builder Disputes in a separate Supplemental Master Declaration or other declaration.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION
(Lots 21 through 27, inclusive, and Lots 44 through 46, inclusive, of Tract No. 36826-2)

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

Dated: July 7th, 2020

DECLARANT:

FORESTAR TOSCANA DEVELOPMENT COMPANY,
a Delaware corporation

By: _____

Name: Rush Stanisai

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

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 July 7, 2020, _____, before me, Ashley Geisler, Notary Public
(here insert name and title of the officer)

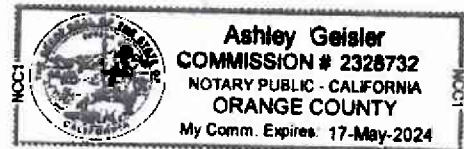
personally appeared Rush Stanisai

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.

 (Seal)
Signature



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 _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

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)

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION
(Lots 21 through 27, inclusive, and Lots 44 through 46, inclusive, of Tract No. 36826-2)

Dated: 07/1/2020, 2020

NEIGHBORHOOD BUILDER:

Pardee Homes, a California corporation

By: 

Name: Michael C. Taylor

Title: Division President- Inland Empire

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

STATE OF CALIFORNIA

COUNTY OF Riverside

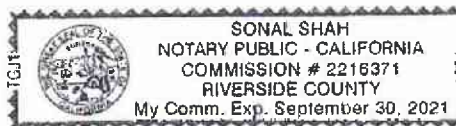
On July 1, 2020, before me, Sonal Shah, Notary Public
(here insert name and title of the officer)

personally appeared Michael C. Taylor
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)

SUBORDINATION

The undersigned, as beneficiary under that certain Deed of Trust dated March 17, 2020, and recorded on March 17, 2020, as Instrument No. 2020-0123697, in the Official Records of Riverside County, California (the "**Deed of Trust**"), which Deed of Trust is by and between PARDEE HOMES, a California corporation, as Trustor, and CHICAGO TITLE INSURANCE COMPANY, as Trustee, and FORESTAR TOSCANA DEVELOPMENT COMPANY, a Delaware corporation, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor (as amended or restated, the "**Master Declaration**"), the foregoing Supplemental Master Declaration of Covenants, Conditions and Restrictions and Notice of Addition of Territory for Terramor (as amended or restated, the "**Supplemental Master Declaration**") and to all easements to be conveyed to the Master Association in accordance with the Master Declaration and this Supplemental Master Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Property by foreclosure (whether judicial or non-judicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Master Declaration and this Supplemental Master Declaration, which shall remain in full force and effect.

Dated: July 7th 2020

FORESTAR TOSCANA DEVELOPMENT
COMPANY, a Delaware corporation

By: 

Name: Rush Stanisai

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

[NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE]

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

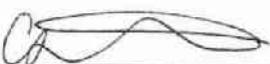
On July 7, 2020, before me, Ashley Geisler, Notary Public
(here insert name and title of the officer)

personally appeared Rush Stanisai

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)

