

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



ITEM: 2.14
(ID # 22004)

MEETING DATE:
Tuesday, June 06, 2023

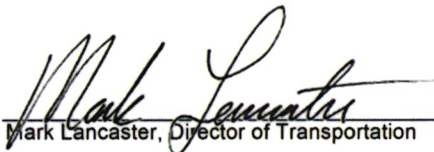
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of Final Tract Map 38051-1 a Schedule "A" Subdivision in the Spanish Hills area.
District 2. [Applicant Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Improvement Agreements for Final Tract Map 38051-1 as approved by County Counsel;
2. Approve the Final Map; and
3. Authorize the Chair of the Board to sign the Improvement Agreements and Final Tract Map 38051-1.

ACTION: Consent


Mark Lancaster, Director of Transportation 5/18/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez, and Gutierrez
Nays: None
Absent: Spiegel
Date: June 6, 2023
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Applicant Fees 100%			Budget Adjustment:	N/A
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Tentative Map of Tract Map 38051 was approved by the Board of Supervisors on September 13, 2022, as Agenda Item 21.1. Final Tract Map 38051-1 is a 12.00-acre subdivision creating 80 residential lots and 2 open space lots in the Spanish Hills 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 38051-1 \$722,000 for the completion of road and drainage improvements.

TR 38051-1 \$126,500 for the completion of the water system.

TR 38051-1 \$127,500 for the completion of the sewer system.

TR 38051-1 \$88,236 for the completion of the survey monumentation.

Additional Fiscal Information:

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

ATTACHMENTS:

TR 38051-1 Vicinity Map

TR 38051-1 Improvement Agreement

TR 38051-1 Mylars

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



Jason Farin, Principal Management Analyst 5/30/2023



Kelly Moran, Deputy County Counsel 5/19/2023

**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 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 **TR 38051-1**, 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 Twenty-Seven Thousand Five Hundred and no/100 Dollars (\$127,500.00)**.

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 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.

Agreement for the Construction of Sewer System Improvements

TR **38051-1**

Page 1

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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.

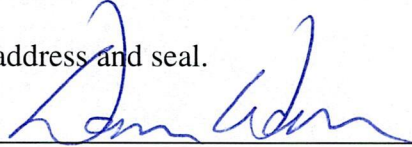
TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if 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.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Contractor
Pulte Home Company, LLC
Attn: Darren Warren
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

Title Vice President Land Acquisitions & Development

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

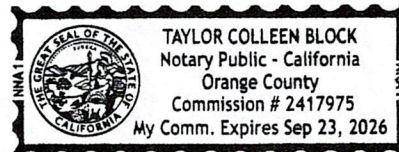
State of California
County of ORANGE)

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, 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 Taylor Colleen Block (Seal)

TAYLOR COLLEEN BLOK
Kings Public - California
Grand County
Commission # 241312
My Comm. Expires Sep 22, 2018



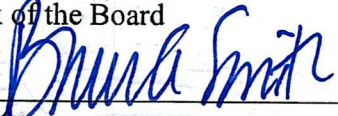
COUNTY OF RIVERSIDE

By 

KEVIN JEFFRIES, CHAIR
Board of Supervisors


ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

**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 **TR 38051-1**, 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 Twenty-Six Thousand Five Hundred and no/100 Dollars (\$126,500.00)**.

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 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.

Agreement for the Construction of Water System Improvements

TR **38051-1**

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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.

Agreement for the Construction of Water System Improvements

TR 38051-1

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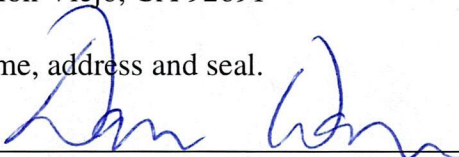
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County
Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Contractor
Pulte Home Company, LLC
Attn: Darren Warren
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 _____

Title Vice President Land Acquisitions & Development _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

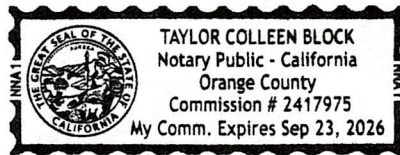
State of California
County of ORANGE)

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, 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 Taylor Colleen Block (Seal)



COUNTY OF RIVERSIDE

By 

KEVIN JEFFRIES, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

JUN 6 2023 2.14

**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 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 **TR 38051-1**, 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 Twenty-Two Thousand and no/100 Dollars (\$722,000.00)**.

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

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

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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.

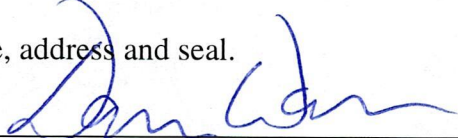
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County
Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Contractor
Pulte Home Company, LLC
Attn: Darren Warren
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 _____

Title Vice President Land Acquisitions & Development _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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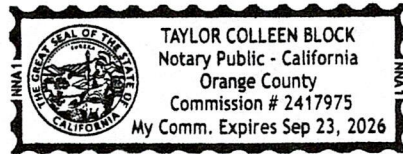
State of California
County of ORANGE

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC
(insert name and title of the officer)

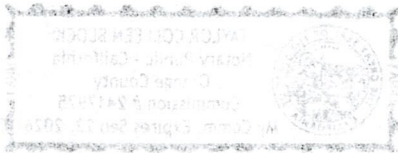
personally appeared DARREN WARREN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~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

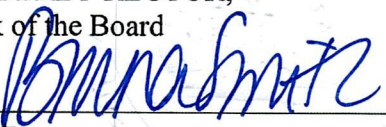


TAYLOR COUNTY BOARD OF SUPERVISORS
Taylor County
Commissioner's Office
Wilson, Oregon 97142


COUNTY OF RIVERSIDE

By 
KEVIN JEFFRIES, CHAIR
Board of Supervisors

ATTEST:

KIMBERLY RECTOR,
Clerk of the Board
By 
Deputy

APPROVED AS TO FORM

County Counsel
By 

Revised 09/01/2020

**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 **TR 38051-1**, 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 provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Contractor further agrees that if payment to the surveyor or engineer is not made within 30 days, the surveyor or engineer notifies County that he has not been paid for setting the final monuments, and the Board of Supervisors, pursuant to Section 66497 of the Government Code, after providing Contractor with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, orders that payment be made by County to the engineer or surveyor, Contractor will, upon demand, and without proof of loss by County, reimburse County for any funds so expended. Notwithstanding any other provisions herein, the determination of County as to whether the surveyor or engineer has been paid shall be conclusive on Contractor, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the County Surveyor, and shall not be deemed complete until approved and accepted as complete by the County. The estimated cost of said work and improvements is the sum of **Eighty-Eight Thousand Two Hundred Thirty-Six and no/100 Dollars (\$88,236.00)**.

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.

Agreement for the Placement of Survey Monuments

TR **38051-1**

Page 1

JUN 6 2022 2.14

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:

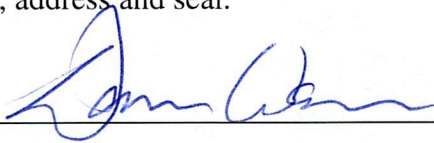
County

Contractor

Construction Engineer
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
Riverside, CA 92501

Pulte Home Company, LLC
Attn: Darren Warren
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 _____

Title Vice President Land Acquisitions & Development _____

By _____

Print Name _____

Title _____

COUNTY OF RIVERSIDE signature page to follow on page 4.

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

ACKNOWLEDGMENT

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

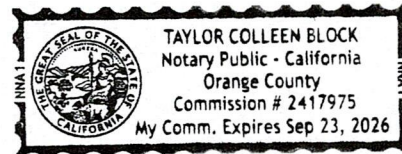
State of California
County of ORANGE)

On DECEMBER 15, 2022 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC
(insert name and title of the officer)

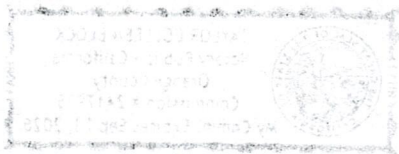
personally appeared DARREN WARREN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the 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 Taylor Colleen Block (Seal)



COUNTY OF RIVERSIDE

By 
KEVIN JEFFRIES, CHAIR
Board of Supervisors


ATTEST:

KIMBERLY RECTOR,
Clerk of the Board

By 
Deputy

APPROVED AS TO FORM

County Counsel

By 

Revised 09/01/2020

JUN 6 2023 2.14



TRANSPORTATION DEPARTMENT

FORM 11 SUMMARY/ROUTING FORM

2023 MAY 30 PM 2:44

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

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

REQUESTED BOARD DATE: 06/06/2023	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: 2		

PROJECT/SUBJECT:
FINAL TRACT MAP NO: 38051-1 (Schedule "A")
DESCRIPTION: APPROVAL OF FINAL TRACT MAP.

CONTRACTING PARTY: Gina Ness	W.O. NO.: FTM3805101(TC-SU21)(DBF)
PROJECT MANAGER: Gina Ness	EXTENSION: 5-6711
FORM 11 AUTHOR/CONTACT: Gina Ness	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 AND 2 COPIES OF THE IMPROVEMENT AGREEMENTS ARE TO BE EXECUTED BY THE CHAIR OF THE BOARD. COB RETAINS 1 COPY OF THE IMPROVEMENT AGREEMENT AND RETURNS THE 1 REMAINING COPY TO TRANSPORTATION.
THE FINAL TRACT MAP AND ONE COPY OF CC&R'S FOR TRACT 38051-1 IS TO BE DELIVERED TO THE COUNTY RECORDER.

MINUTETRAQ (MT) NO:	TRANS TRACKING ID:	DATE RECEIVED:	INITIALS:
22004			

6/6/23 2.14
2023-5-155822

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 DESIGNATION OF MANDATORY ANNEXABLE TERRITORY
FOR
TERRAMOR
(Tract No. 38051-1)**

**SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY
FOR
TERRAMOR
(Tract No. 38051-1)**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRAMOR AND NOTICE OF DESIGNATION OF MANDATORY ANNEXABLE TERRITORY FOR TERRAMOR (Tract No. 38051-1) ("**Supplemental Master Declaration**") is made by Forestar Toscana Development Company, a Delaware corporation ("**Declarant**").

PREAMBLE:

A. Declarant is "Declarant" under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor, recorded on March 1, 2017, as Instrument No. 2017-0086452, as amended by the First Amendment thereto, recorded on June 23, 2017, as Instrument No. 2017-0254162, and by the Second Amendment thereto, recorded on February 4, 2022, as Instrument No. 2022-0061178 (as further amended or restated, collectively, the "**Master Declaration**"), all 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 ("**Tract 38051-1 Property**") in the unincorporated area of the County of Riverside, State of California, described as follows:

Tract No. 38051-1, 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. The Tract 38051-1 Property will be subject to further subdivision in the future creating residential Lots and/or Condominiums and Master Association Property lots.

D. The Tract 38051-1 Property is part of the "Permissible Annexable Territory" as defined in the Master Declaration. Pursuant to Sections 1.68 and 17.1.1 of the Master Declaration, the County may require Permissible Annexable Territory to be designated as Mandatory Annexable Territory in connection with requirements for new tract maps, which shall be set forth in a Supplemental Master Declaration. Pursuant to Sections 1.87 and 17.1 of the Master Declaration, Declarant may record a Supplemental Master Declaration to supplement,

modify or clarify covenants, restrictions or easements established under the Master Declaration for the real property affected thereby.

E. In connection with the County's approval of the Map, Declarant desires to record this Supplemental Master Declaration to designate the Tract 38051-1 Property as Mandatory Annexable Territory under the Master Declaration and to supplement the Master Declaration with additional terms and provisions applicable to the Tract 38051-1 Property pursuant to the County's Conditions of Approval for Tract No. 38051-1.

THEREFORE, DECLARANT HEREBY DECLARES AS FOLLOWS:

1. **Designation of Mandatory Annexable Territory.** Declarant declares that the Tract 38051-1 Property is designated as Mandatory Annexable Territory as defined in Section 1.42 of the Master Declaration. The Tract 38051-1 Property shall be added to the Master Community and made subject to the Master Declaration, as required by the County and described in Article XVII of the Master Declaration; provided that the Master Declaration shall not create an encumbrance on the Tract 38051-1 Property until such time as a Notice of Addition or Supplemental Master Declaration is recorded annexing such property to the coverage of the Master Declaration. No Close of Escrow for the sale of a residential Lot or Condominium located in the Tract 38051-1 Property may occur prior to the Mandatory Annexation (as defined in Section 17.1.1 of the Master Declaration) of such residential Lot or Condominium. Except as provided herein, all terms and provisions applicable to the Mandatory Annexable Territory as set forth in the Master Declaration shall apply to the Tract No. 38051-1 Property. No amendment may be made to this Section 1 without the prior written approval of Declarant and the Planning Director of the County or the County's successor-in-interest.

2. **County CC&R Requirements.** The County has required the following provisions to be included in this Supplemental Master Declaration, and notwithstanding any other provision in this Supplemental Master Declaration or the Master Declaration to the contrary, the following provisions shall apply:

(a) The Master Association shall be established for proper management of the water efficient landscape and irrigation systems. The Master Association shall maintain the landscaped areas in accordance with County Ordinance No. 859 (as adopted and any amendments thereto) and the County of Riverside Guide to California Friendly Landscaping.

(b) The Master Association and the Owners and residents are (i) prohibited from using water-intensive landscaping and (ii) required to install low water use landscaping pursuant to the provisions of County Ordinance No. 859 (as adopted and any amendments thereto).

(c) The common maintenance areas shall include all those identified on the approved landscape maintenance exhibit.

(d) This Supplemental Master Declaration shall not be terminated, "substantially" amended, or property deannexed therefrom absent the prior written consent of the

Planning Director of the County of Riverside or the County's successor-in-interest. A proposed amendment shall be considered "substantial" if it affects the extent, usage or maintenance of the Master Association Property established pursuant to the Master Declaration.

(e) In the event of any conflict between this Supplemental Master Declaration and the Articles of Incorporation, the Bylaws, or the Master Association Rules and Regulations, if any, this Supplemental Master Declaration shall control. In the event of any conflict between this Supplemental Master Declaration and the Master Declaration, this Supplemental Master Declaration shall control with respect to the Tract 38051-1 Property.

3. **Membership in Master Association.** Each Owner of one or more Lots or Condominiums in the Tract 38051-1 Property shall automatically become a member of the Terramor Community Association ("**Master Association**"), a California nonprofit mutual benefit corporation, as provided in Section 6.1 of the Master Declaration.

4. **Assessment Obligations.** The rights and obligations of all Owners of Lots located in the Tract 38051-1 Property with respect to payment of Assessments are set forth in Article VIII of the Master Declaration. The Common Assessments to be paid to the Master Association shall commence as to all Lots and Condominiums in each Phase of the Tract 38051-1 Property on the first day of the first calendar month following the first Close of Escrow for the sale of a Lot or Condominium in a particular Phase of the Tract 38051-1 Property, as provided in Sections 8.7.3 and 17.3 of the Master Declaration.

5. **Voting Rights.** As provided in Section 17.3 of the Master Declaration, the entitlement to vote shall commence as to all Lots and Condominiums within a Phase of the Tract 38051-1 Property upon commencement of Common Assessments of a Lot or Condominium in that Phase of the Tract 38051-1 Property.

6. **Land Classifications.** Land Classifications shall be set forth in the Supplemental Master Declaration for each Phase of the Tract 38051-1 Property.

7. **Maintenance Obligations.** The maintenance obligations of the Master Association, the Owners, Declarant and each Neighborhood Builder are described in the Master Declaration and in Section 2 of this Supplemental Master Declaration. Upon the commencement of Common Assessments for each Phase of the Tract 38051-1 Property, the Master Association shall (a) assume its maintenance obligations with respect to that Phase of the Tract 38051-1 Property, and (b) assume all enforcement powers and rights with respect to that Phase of the Tract 38051-1 Property.

8. **Marketing Name.** The marketing name for the Tract 38051-1 Property is "**Terramor.**" Any Neighborhood Builder marketing names shall be set forth in a separate Supplemental Master Declaration after all or a portion of the Tract 38051-1 Property is transferred to such Neighborhood Builder.

9. **Amendment and Duration.** This Supplemental Master Declaration may be amended or terminated only by complying with the requirements of Section 2(d) above, which

includes obtaining the prior written consent of the Planning Director of the County of Riverside. 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 Tract 38051-1 Property, the Master Community, shall be binding upon all persons having or acquiring any interest in the Tract 38051-1 Property, the Master Community, or any part thereof, shall inure to the benefit of and burden every portion of the Tract 38051-1 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.


[SIGNATURES ON NEXT PAGE]

SIGNATURES TO SUPPLEMENTAL MASTER DECLARATION
(Tract No. 3805~~0~~-1)
1

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

Dated: April _____, 2023

FORESTAR TOSCANA DEVELOPMENT COMPANY,
a Delaware corporation

By: 

Name: Rush Stanisai
Title: Authorized Signatory

“DECLARANT”

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

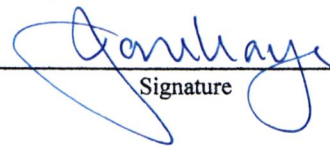
On April 6, 2023, before me, Jane Kaye, Notary Public
(here insert name and title of the officer)

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)



Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

DOCUMENTARY TRANSFER TAX \$ _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

_____ Computed on the consideration or value of property conveyed, OR

_____ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

Terramor

GRANT DEED

TO PURCHASERS
(Tract No. 38051-1)

For valuable consideration, receipt of which is hereby acknowledged, FORESTAR TOSCANA DEVELOPMENT COMPANY, a Delaware corporation ("*Grantor*"), hereby grants to _____ and _____ ("*Grantee*"), the real property (collectively, the "*Property*") in the unincorporated territory of the County of Riverside, State of California, described in Exhibit 1 attached to and incorporated in this Grant Deed.

THIS GRANT IS SUBJECT TO THE COVENANTS AND AGREEMENTS DESCRIBED IN ATTACHED EXHIBIT 1.

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.

DATED: _____

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

FORESTAR TOSCANA DEVELOPMENT COMPANY,
a Delaware corporation

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

By: _____

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.

Name: Rush Stanisai

Title: Authorized Signer

Grantor

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: _____

MAIL TAX STATEMENTS TO:

**EXHIBIT 1
TO
GRANT DEED TO PURCHASERS**

LEGAL DESCRIPTION

PARCEL NO. 1

Lot _____ (the "**Lot**") of Tract No. 38051-1, as shown on a subdivision map filed for record in Book _____, at Pages ____ to ____ through, inclusive, of Maps, in the Office of the Riverside County Recorder (the "**Map**").

EXCEPTING THEREFROM, together with the right (without consent of Grantee or any other owner of an interest in the Property) to grant and transfer all or a portion of the same reserved in that certain deed recorded in favor of _____, on _____, as Instrument No. _____, in Official Records, as follows:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. the Perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources within or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines; but without the right to drill, mine, store, explore, operate or remove any of the Subsurface Resources through or in the surface or the upper 500 feet of the subsurface of the Property; and

C. Any and all water, solar-heated water, reclaimed water, water rights or interest therein whether surface or subsurface appurtenant or relating to the Property, or owned and used by Grantor in connection with the Property (no matter how acquired by Grantor), whether such water, water rights or interests there in shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicated, statutory or contractual, together with the right and power to explore, drill, redrill, remove and store the same from or in the Property or to divert or otherwise utilize water on, through, or in the surface of upper five hundred (500) feet of the subsurface of the Property.

ALSO RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, nonexclusive easements for access, ingress, egress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as may be shown on the Map, and as described in 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**") and the Supplemental Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Terramor (Tract No. 38051-1), recorded on _____, 2023, as Instrument No. _____ (as may be amended from time to time, collectively, the "**Supplemental Master Declaration**"), both in the Official Records of Riverside County, California ("**Official Records**"). Capitalized terms used in this Grant Deed shall have the meanings given them in the Master Declaration, unless otherwise defined herein.

FURTHER RESERVING THEREFROM, for the benefit of Grantor, its successors in interest and assignees, the right to enter the Property (i) complete and repair any Improvements located thereon as determined necessary or proper by the Grantor, in its sole discretion, (ii) to comply with requirements for the recordation of subdivision maps or lot line adjustments in the Master Community or the Annexable Territory, (iii) for repair of Improvements in accordance with the provisions of the "Right to Repair Law" at California Civil Code Sections 895 through 945.5, (iv) to accommodate grading or construction activities, and (v) to comply with requirements of applicable governmental agencies. Grantor shall provide reasonable notice to Grantee prior to entry into the Grantee's Property under this Subsection except for emergency situations, which shall not require notice. For purposes of this paragraph, an "emergency" situation is deemed to exist where there is an imminent threat of injury to persons or damage to property. Nothing in this paragraph limits the right of Grantee to exclusive occupancy and control over the Property. Any damage to a Residence or Property caused by entry under this paragraph shall be repaired by the Grantor. If Grantee refuses to allow Grantor to exercise the rights reserved in this paragraph, then Grantor may enforce its rights with all legal and equitable remedies available to Grantor. Grantee shall be solely responsible for all costs, damage and injury arising from Grantee's failure to comply with this paragraph, including reasonable attorneys' fees and court costs. The term of this reservation of right of entry shall automatically expire on the date that is twelve (12) years after the date on which this Grant Deed is recorded in Official Records.

PARCEL NO. 2

Nonexclusive easements for access, ingress, encroachment, support, maintenance, drainage, repair, and for other purposes, all as described and reserved in the Master Declaration, the Supplemental Master Declaration and as may be shown on the Map.

SUBJECT TO:

1. Nondelinquent general and special real property taxes and public and private assessments;
2. All covenants, conditions, restrictions, easements, reservations, rights and rights-of-way and other matters of record, including without limitation those described or reserved in the Master Declaration, the Supplemental Master Declaration, this Grant Deed and the Map; and
3. All (a) matters discoverable or ascertainable by inspection or survey of the Property, (b) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property, and (c) any other matters created, permitted or approved by Grantee.

GRANTEE ACCEPTANCE AND AGREEMENT

1. Grantee is hereby notified of the existence of the nonadversarial dispute resolution procedures set forth in California Civil Code Sections 910 through 938. These procedures impact the legal rights of the Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the Property.

2. Grantee, by acceptance and recordation of this Grant Deed, on behalf of Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the Lot ("**Subsequent Owners**"), (a) accepts and approves this Grant Deed, (b) accepts, covenants, and agrees to be bound by and the beneficiary of all provisions of the Master Declaration and Supplemental Master Declaration, including the dispute resolution procedure and waiver of jury trial in the Master Declaration, (c) understands that this grant is subject to and expressly conditioned upon the performance of such provisions and requirements to be performed by the Grantee thereunder and (d) agrees to pay promptly when due, any and all assessments as required under the Master Declaration. Grantor and Grantee intend that these provisions are covenants which shall run with the land and be binding upon all Subsequent Owners. Should it be determined that any of these provisions are not covenants which run with the land, Grantor and Grantee intend that these provisions are equitable servitudes which run with the land and are binding upon all Subsequent Owners. Grantor and Grantee also intend that these provisions may be enforced by Grantor against Grantee and Subsequent Owners even if Grantor does not own property which is benefited by these provisions. Should any of these provisions be held to be unenforceable, all of the other provisions shall remain binding and enforceable. Should any of these provisions be held to not run with the land, all of the other provisions shall continue to run with the land. The provisions of the Master Declaration and Supplemental Master Declaration are acknowledged by Grantor and Grantee to be reasonable and are incorporated into this Grant Deed and made a part hereof with the same force and effect as though they had been set forth herein. Grantee further grants unto Grantor and the Terramor Master Community Association, as applicable, such powers and rights which are set forth in the Master Declaration and Supplemental Master Declaration.

Print Name: _____

Print Name: _____

Grantee

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)

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)

Fidelity National Title



BUILDER SERVICES

2365 Northside Drive, Suite 600
San Diego, CA 92108
Phone: (619) 521-3500
Fax: (619) 521-3608

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **15120NM1-996-SD1-RT4**

Newmeyer & Dillion, LLP
895 Dove Street, 2nd Floor
Newport Beach, CA 92660
ATTN: Michael S. Cucchissi
Email: Michael.Cucchissi@NDLF.com

Main Office Line: **(619) 521-3500**

Title Officer: Theresa Robertson
Title Officer Phone: (619) 521-3552
Title Officer Fax: (619) 521-3608
Title Officer Email: theresa.robertson@ctt.com

PROPERTY: **TRACT 38051-1, CA**

FIFTH AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Company

By: 

Authorized Signature



By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

Fidelity National Title



BUILDER SERVICES

2365 Northside Drive, Suite 600
San Diego, CA 92108
Phone: (619) 521-3500
Fax: (619) 521-3608

PRELIMINARY REPORT

EFFECTIVE DATE: April 5, 2023 at 7:30 a.m.

ORDER NO.: 15120NM1-996-SD1-RT4

The form of policy or policies of title insurance contemplated by this report is:

Guarantee

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

FORESTAR TOSCANA DEVELOPMENT COMPANY, a Delaware corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 15120NM1-996-SD1-RT4

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1 AND 5 OF TRACT 38050, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 283-240-021, 283-240-023, 283-450-002

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

- 1. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: Public utilities
Recording Date: February 28, 1974
Recording No: 23632 of Official Records
Affects: Lot 1

- 2. An unrecorded "Access Easement and Utilities Agreement", dated September 11, 2008 with certain terms, covenants, conditions and provisions set forth therein as disclosed by a document

Executed by: Robert Leo Paul, an individual, Barbara J. Paul, an individual, husband and wife; and Sunny Sage, LLC, a California limited liability company
Disclosed by: Memorandum of Agreement
Recording Date: October 06, 2008
Recording No: 2008-0540136 of Official Records
Affects: Lot 1

- 3. The effect of the following recitals shown on the Map of Tract No. 36825:

The real property described below is retained in Fee for private purposes: Lots 5, 10, 11, 15, 17, 25 and 33 for open space-parks purposes; Lots 8, 16, 20, 21, 23, 24, 26, 28, 29, 30, 31 and 32 for open space-fuel modification/manufactured slope purposes and Lot 22 for open space-conservation habitat purposes as shown hereon for the benefit of ourselves, our successors, assignees and lot owners within this Tract Map.

Affects: Lot 5

- 4. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: March 1, 2017
Recording No: 2017-0086452 of Official Records

**EXCEPTIONS
(Continued)**

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 23, 2017
Recording No: 2017-0254162 of Official Records

A Supplemental Master Declaration of Covenants, Conditions and Restrictions for Terramor (Fire Protection Plan – Master Phase 3B) recorded March 31, 2023 as Instrument No. 2023-0093125 Official Records.

5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: Southern California Edison Company
Purpose: Public Utilities, ingress, egress
Recorded: November 22, 2021 as Instrument No. 2021-0694628 of Official Records
Affects: Lot 5

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the recorded Map of Tract No. 38050 shown below.

Purpose: private access easements, public utility and ingress and egress for emergency vehicles
Affects: Lots 1 and 5 as shown on said map

8. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the Map of said Tract No. 38050

Affects: Temescal Hills Drive

9. A Deed of Trust to secure performance of an agreement referred to therein, and any other obligations secured thereby

Dated: December 22, 2022
Trustor: Forestar Toscana Development Company, a Delaware corporation
Trustee: Chicago Title Insurance Company
Beneficiary: Pulte Home Company, LLC, a Michigan limited liability company
Recording Date: December 22, 2022
Recording No: 2022-0511225 of Official Records

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

PRELIMINARY REPORT
YOUR REFERENCE:

REQUIREMENTS SECTION

NONE

END OF REQUIREMENTS

PRELIMINARY REPORT
YOUR REFERENCE:

Chicago Title Company
ORDER NO.: 15120NM1-996-SD1-RT4

INFORMATIONAL NOTES SECTION

NONE

END OF INFORMATIONAL NOTES

Theresa Robertson/tr5



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Fidelity National Title



BUILDER SERVICES

2365 Northside Drive, Suite 600
San Diego, CA 92108
Phone: (619) 521-3500
Fax: (619) 521-3608

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

servicelink*

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (Revised 05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II, {t(or T)}his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{PART I

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

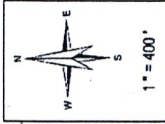
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

283-24
10-44

TRA 069-173

SE 1/4, SEC. 36, T.4S., R.6W.

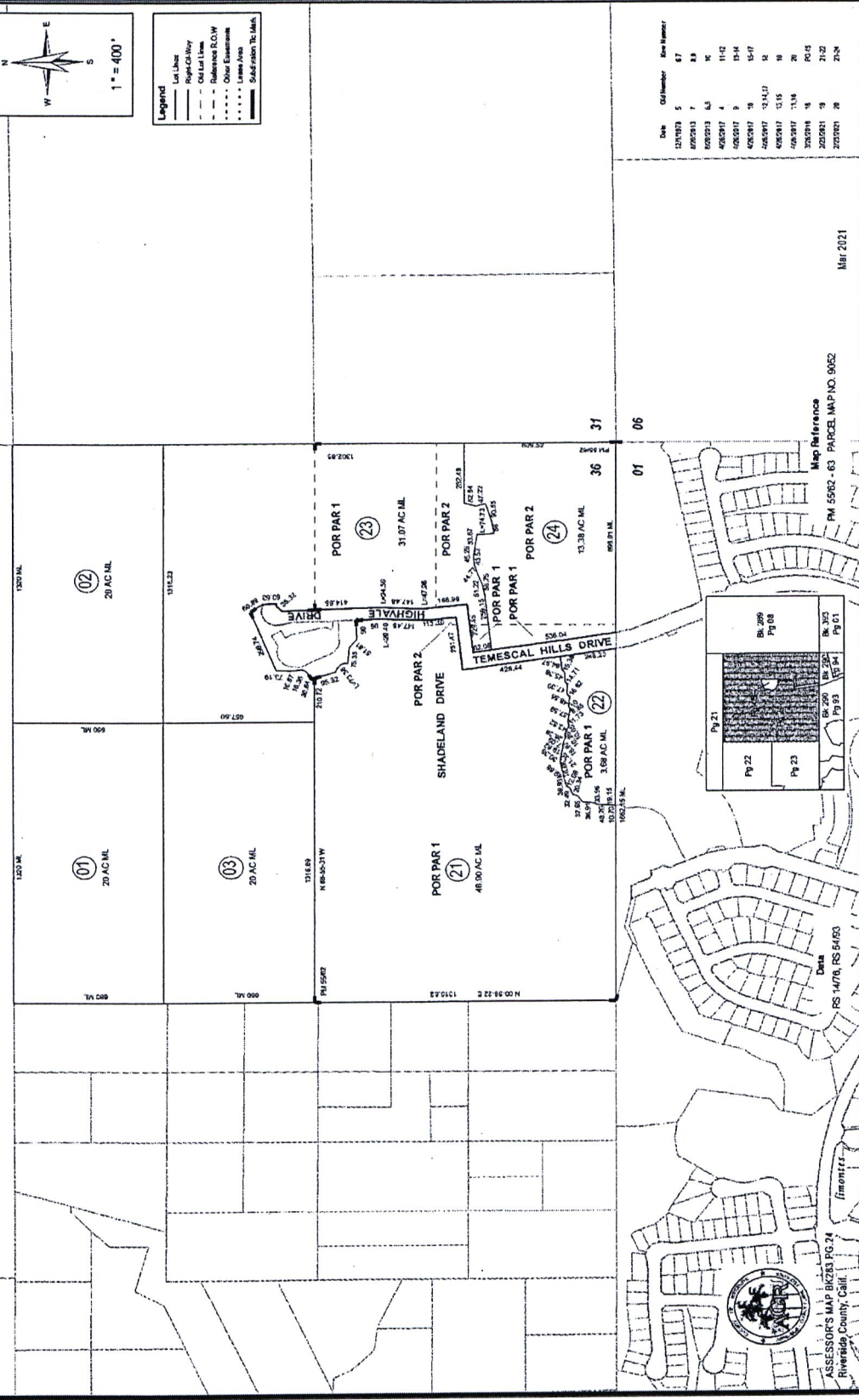


Legend

- Lot Line
- - - Right-of-Way
- - - Old Lot Line
- - - Reference R.O.W.
- - - Other Easements
- - - Lanes Area
- - - Subdivision To Date

Date	CD Number	Map Number
12/19/18	5	67
02/09/13	7	88
02/02/13	65	90
02/02/17	4	11-12
02/02/17	9	13-14
02/02/17	10	15-17
02/02/17	11, 12, 13	18
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02/02/17	97	100

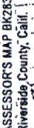
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



Pg 22	Pg 23	Pg 24	Pg 25
Bl. 209 Pg 08	Bl. 209 Pg 08	Bl. 209 Pg 08	Bl. 209 Pg 08
Pg 21	Pg 21	Pg 21	Pg 21
Bl. 209 Pg 08	Bl. 209 Pg 08	Bl. 209 Pg 08	Bl. 209 Pg 08

Map Reference
PM 5562 - 63 PARCEL MAP NO. 9052

ASSESSOR'S MAP BK283 PG. 24
Riverside County, Calif.



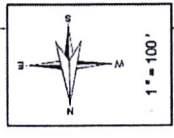
Mar 2021

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

283-45
283-24

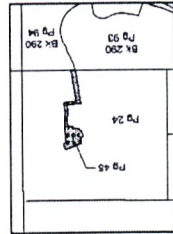
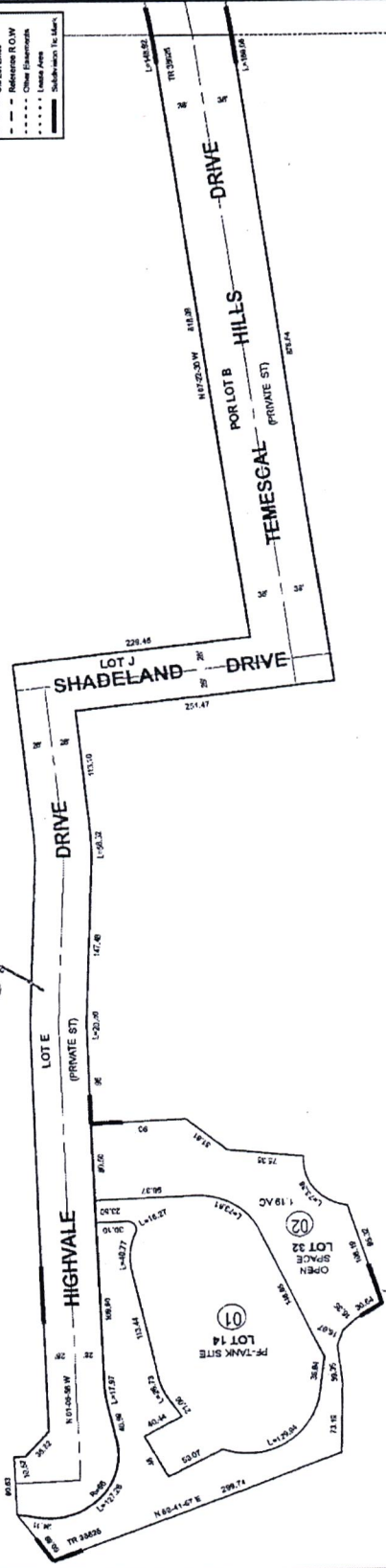
TRA. 059-173

SE 1/4, SEC. 36, T.4S., R.6W.



Legend

- Lot Lines
- Ridge/Chimney
- Oil Well Line
- Reference R.O.W
- Highway
- Water Area
- Subdivision Plat Map



Map Reference
MB 4598B-123 TRACT MAP NO. 38825

Apr 2018

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCE.



ASSESSOR'S MAP BK283 PG. 45
Riverside County, Calif.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.



AUGUST 2019

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____, IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE BOARD.
NO. _____
FEE _____
PETER ALDANA, ASSESSOR-COUNTY CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE:
CHICAGO TITLE COMPANY

OWNERS' 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 "H", INDICATED AS "PRIVATE STREETS" INCLUSIVE, 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 "H", INCLUSIVE, THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES, WITHIN LOTS "A" THROUGH "H", INCLUSIVE.

WE HEREBY RETAIN LOTS 81 AND 82 INCLUSIVE, IN FEE INDICATED AS "OPEN SPACE" AS SHOWN HEREON, FOR OPEN SPACE, SLOPE, AND LANDSCAPE MAINTENANCE PURPOSES, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

OWNER:

FORESTAR TOSCANA DEVELOPMENT COMPANY, A DELAWARE CORPORATION

BY:

RUSH STANISA, AUTHORIZED SIGNATORY

BENEFICIARY

PLUTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST AND ASSIGNMENT OF REITS RECORDED DECEMBER 22, 2022 AS DOCUMENT NO. 2022-0511225, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PLUTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY:

DARREN WARREN
VICE PRESIDENT, LAND ACQUISITION AND DEVELOPMENT

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 _____ BEFORE ME, _____, A NOTARY PUBLIC
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

PRINT NAME: _____

SIGNATURE: _____

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

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 _____ BEFORE ME, _____, A NOTARY PUBLIC
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

PRINT NAME: _____

SIGNATURE: _____

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

ROBERT LEO PAUL AND BARBARA J PAUL, HOLDERS OF AN UNRECORDED ACCESS EASEMENT AND UTILITIES AGREEMENT DATED SEPTEMBER 11, 2008 AS DISCLOSED BY MEMORANDUM OF AGREEMENT RECORDED OCTOBER 8, 2008 AS INSTRUMENT NO. 2008-0540136, O.S.

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 STEVEN CAMERON ON AUGUST 23, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR 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: _____

EDY P. ADKISON, L.S. 5390
EXPIRATION DATE: 9-30-2024



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. 38051 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 13, 2022, THE EXPIRATION DATE BEING SEPTEMBER 13, 2025, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2024



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 OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "H", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON.

DATE: _____, 20____
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ATTEST: KIMBERLY RECTOR
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND 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: _____, 20____

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

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 NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____, 20____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

adkan
ENGINEERS

AUGUST 2019

LEGEND FOR LOT DESIGNATION:

OS - INDICATES OPEN SPACE - MANUFACTURED SLOPES/TUEL MODIFICATION

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 6 WEST, S.B.M., BEING NORTH 89°56'36" 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 FOR EASEMENT NOTES AND INDEX MAP.

SURVEYOR'S NOTES

● - INDICATES FOUND MONUMENT AS NOTED.

○ - INDICATES FOUND 1 1/2" & LS 8509 TAG, FLUSH PER RS 143/16-19.

■ - INDICATES FOUND 1 1/2" & LS 5390 TAG, FLUSH PER TRACT NO. 38050, MB 487/31-42.

⊙ - INDICATES FOUND 1 1/2" & LS 5390 TAG, FLUSH PER TRACT NO. 36825, MB 459/98-123.

▲ - INDICATES FOUND 1 1/2" & LS 5390 TAG, FLUSH PER TRACT NO. 37554, MB 480/55-62.

○ - INDICATES SET 1 1/2" & LS 5390 TAG, FLUSH.

□ - INDICATES SET LEAD & LS 5390 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED AT DISTANCES AS NOTED.

SET 1 1/2" & LS 5390 TAG, FLUSH AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OF REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY, EXCEPT AS OTHERWISE NOTED.

SET LEAD & LS 5390 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") ON SIDE LOT LINES PROJECTED AT 9.75' MEASURED RADIAL OR PERPENDICULAR FROM THE ROW TO THE CURB, EXCEPT AS NOTED.

SET LEAD & LS 5390 TAG IN TOP OF CURB (RIVERSIDE COUNTY STANDARD "E") FOR BOA, EOL, POCA, PRA, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM THE ROW TO THE CURB AT AN OFFSET DISTANCE OF 9.75 FEET, EXCEPT AS NOTED.

() - INDICATES RECORD & MEASURED DATA PER RS 143/16-19 & TRACT NO. 36843, MB 451/29-63.

< > - INDICATES RECORD & MEASURED DATA PER TRACT NO. 36825, MB 459/98-123.

| | - INDICATES RECORD & MEASURED DATA PER TRACT NO. 38050, MB 487/31-42.

|| | - INDICATES RECORD & MEASURED DATA PER LLA 200011 REC. 9-25-2020 AS DOC. NO. 2020-0456731, O.R. & TRACT NO. 37554, MB 480/55-62.

[] - INDICATES RECORD & MEASURED DATA PER TRACT NO. 36825, MB 459/98-123.

[] - INDICATES RECORD & MEASURED DATA PER TRACT NO. 37554, MB 480/55-62.

R1 - INDICATES RECORD DATA PER PUB 55/62-63.

|||| - INDICATES RESTRICTED ACCESS PER TRACT NO. 38050, MB 487/31-42.

THIS MAP CONTAINS 12.00 ACRES GROSS WITHIN THE DISTINCTIVE BORDER.

ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.21 AND THE MONUMENT AGREEMENT FOR THIS MAP.

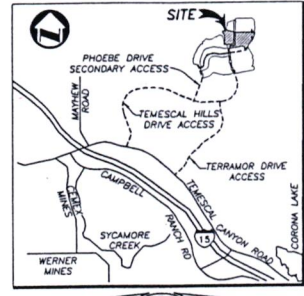
COAR'S FOR THIS MAP RECORDED _____ AS INST. NO. _____ O.R., RIVERSIDE COUNTY.



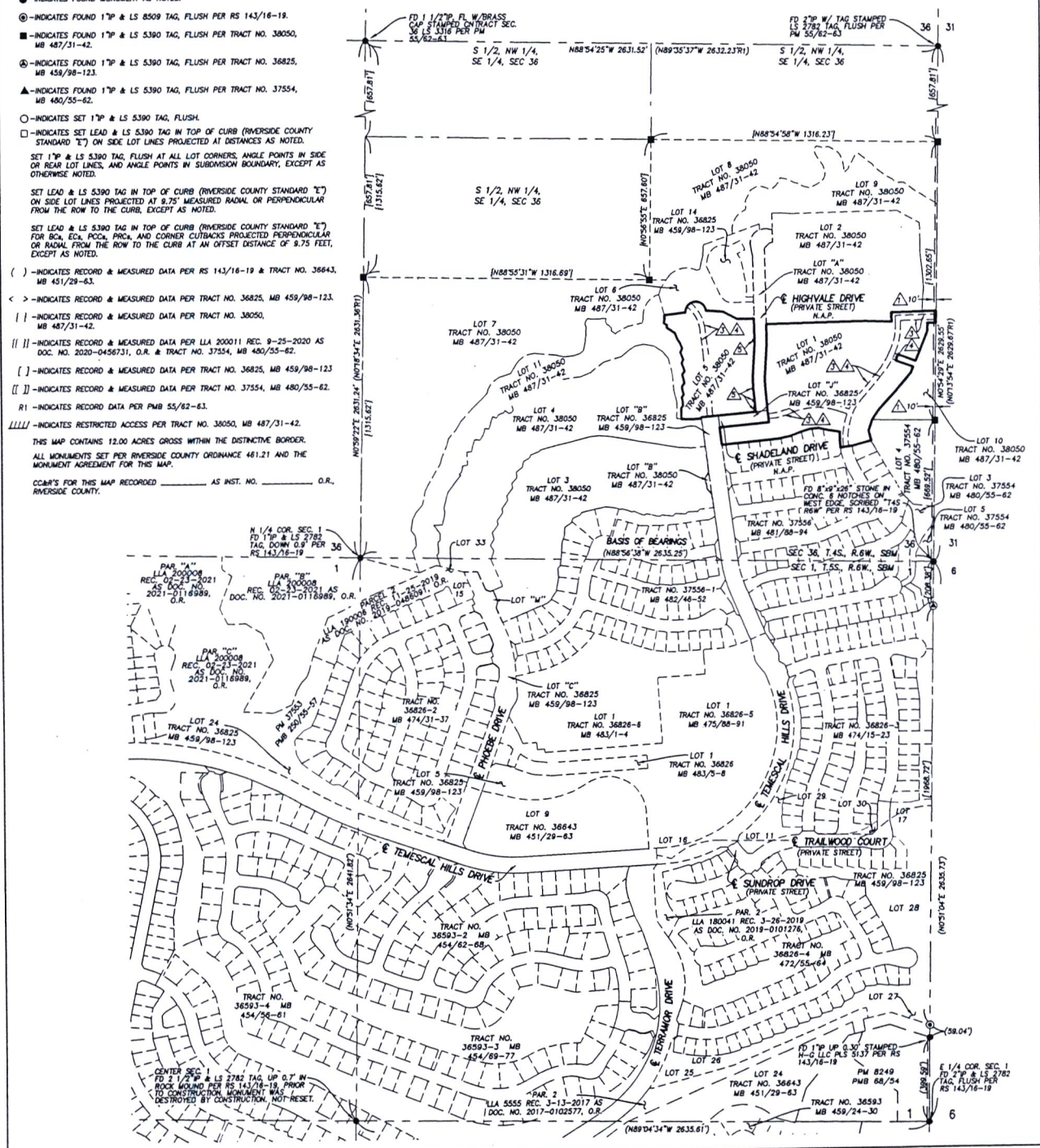
GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



VICINITY MAP

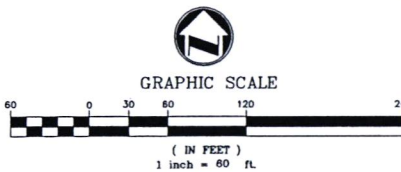
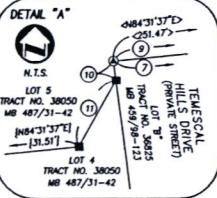


TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

AUGUST 2019

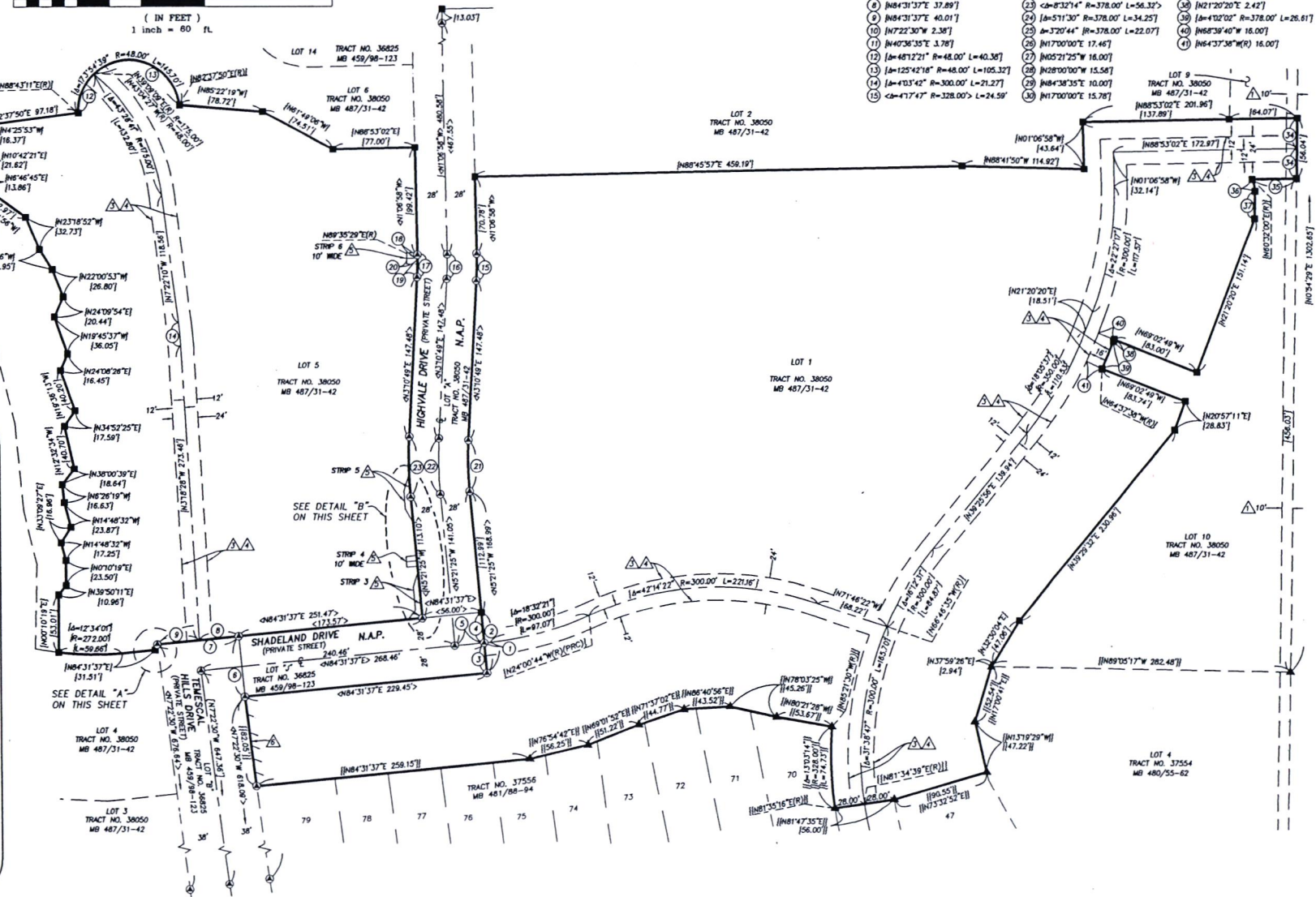
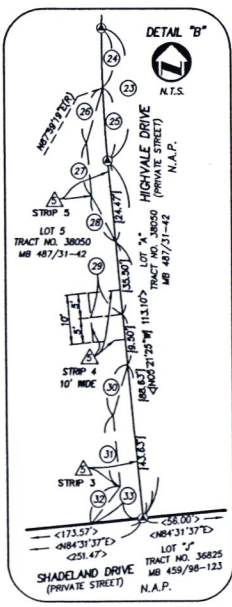
adkan
ENGINEERS



NOTE.
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, VICINITY MAP, AND ENVIRONMENTAL CONSTRAINT NOTES.
SEE SHEET 4 FOR EASEMENT NOTES AND INDEX MAP.

COURSE DATA:

- | | | |
|-------------------------------------|------------------------------------|------------------------------------|
| 1) N84°31'37"E 5.52' | 16) S=320°44" R=378.00' L=22.07' | 31) N05°21'25"W 21.17' |
| 2) S=21°25'W 56.00' | 17) S=41°7'47" R=300.00' L=20.40' | 32) N40°00'00"E 11.24' |
| 3) S=21°25'W 28.00' | 18) S=41°2'27" R=272.00' L=3.36' | 33) N84°31'37"E 14.00' |
| 4) S=21°25'W 28.00' | 19) S=35°35'20" R=272.00' L=17.04' | 34) N07°34'29"E 28.02' |
| 5) N84°31'37"E 28.00' | 20) N89°35'29"E 10.00' | 35) N88°53'02"E 41.82' |
| 6) S=28°23'18" W 56.00' | 21) S=8°32'14" R=322.00' L=47.98' | 36) S=30°28'32" R=21.00' L=11.17' |
| 7) S=41°31'37"E 77.80' | 22) S=8°32'14" R=350.00' L=52.15' | 37) N10°00'32"E 25.07' |
| 8) N84°31'37"E 37.89' | 23) S=8°32'14" R=378.00' L=56.32' | 38) N12°20'20"E 2.42' |
| 9) N84°31'37"E 40.01' | 24) S=5°11'30" R=378.00' L=34.25' | 39) S=41°02'00" R=378.00' L=26.61' |
| 10) N72°23'30" W 2.38' | 25) S=320°44" R=378.00' L=22.07' | 40) N88°39'40" W 16.00' |
| 11) N40°36'35"E 3.78' | 26) N17°00'00"E 17.46' | 41) N64°37'38"W(R) 16.00' |
| 12) S=48°12'21" R=48.00' L=40.38' | 27) N105°21'25"W 16.00' | |
| 13) S=125°42'18" R=48.00' L=105.32' | 28) N28°00'00"W 15.58' | |
| 14) S=41°03'42" R=300.00' L=21.27' | 29) N88°53'02"E 201.96' | |
| 15) S=41°7'47" R=328.00' L=24.58' | 30) N17°00'00"E 15.78' | |



TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUDING OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.E.M.

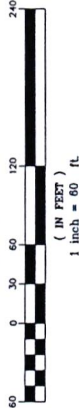
AUGUST 2019



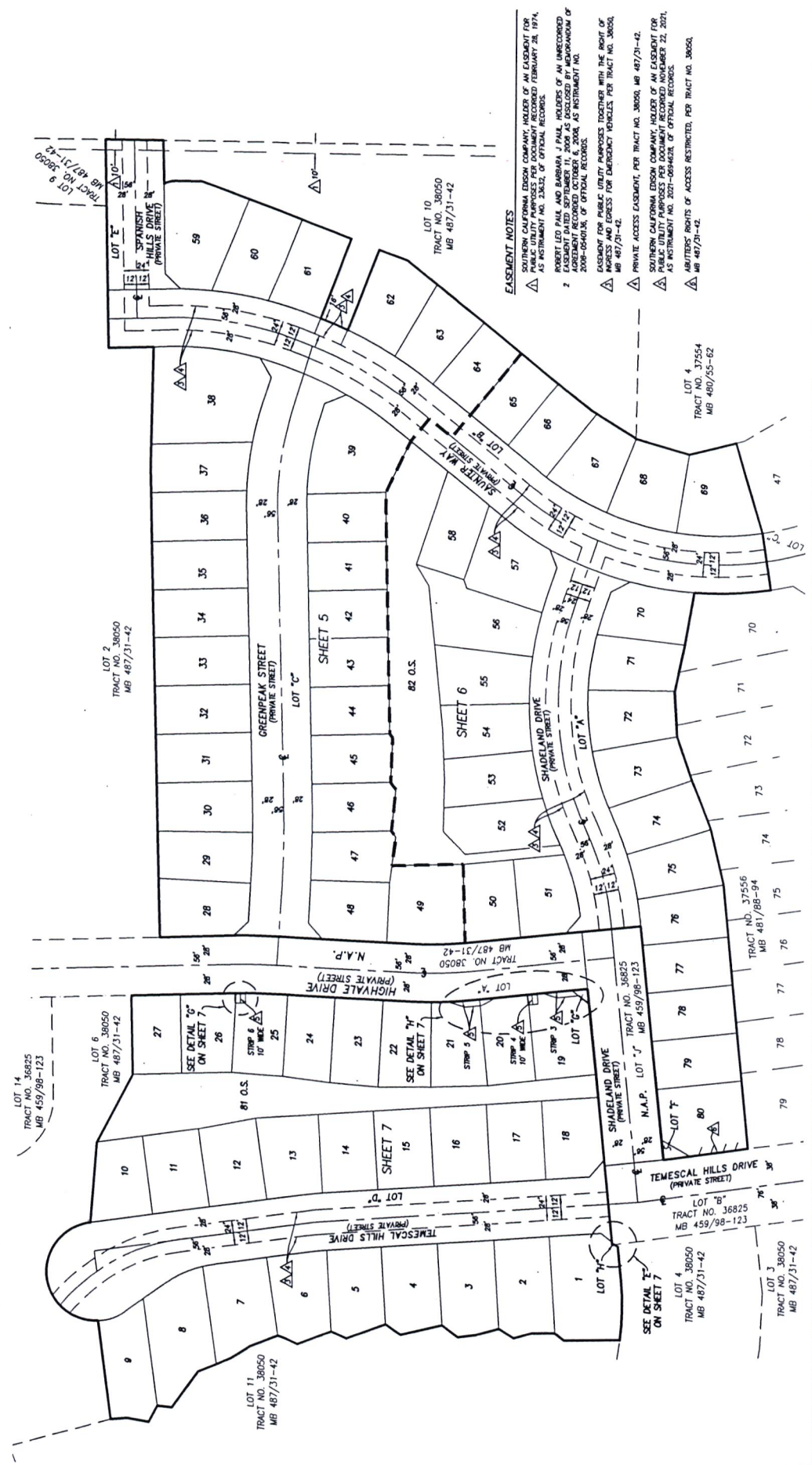
NOTE.
SEE SHEET 2 FOR SURVEYOR'S
FIELD NOTES, FIELD BOOK, LOCAL
VICINITY MAP, AND ENVIRONMENTAL
CONSTRAINT NOTES.



GRAPHIC SCALE



INDEX MAP



EASEMENT NOTES

- △ SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR THE USE OF HIGH VOLTAGE TRANSMISSION LINES, AS INSTRUMENT NO. 23,832, OF OFFICIAL RECORDS.
- △ ROBERT LEO PAUL AND BARBARA J PAUL, HOLDERS OF AN UNRECORDED EASEMENT DATED SEPTEMBER 11, 2008 AS DISCLOSED BY MEMORANDUM OF AGREEMENT DATED OCTOBER 6, 2008, AS INSTRUMENT NO. 208-004010, OF OFFICIAL RECORDS.
- △ EASEMENT FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF WAY AND ACCESS FOR EMERGENCY VEHICLES PER TRACT NO. 38050, MB 487/31-42.
- △ PRIVATE ACCESS EASEMENT, PER TRACT NO. 38050, MB 487/31-42.
- △ SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES PER DOCUMENT RECORDED NOVEMBER 22, 2007, AS INSTRUMENT NO. 207-084624, OF OFFICIAL RECORDS.
- △ ABUTTER'S RIGHTS OF ACCESS RESTRICTED, PER TRACT NO. 38050, MB 487/31-42.

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, LING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.E.M.

AUGUST 2019

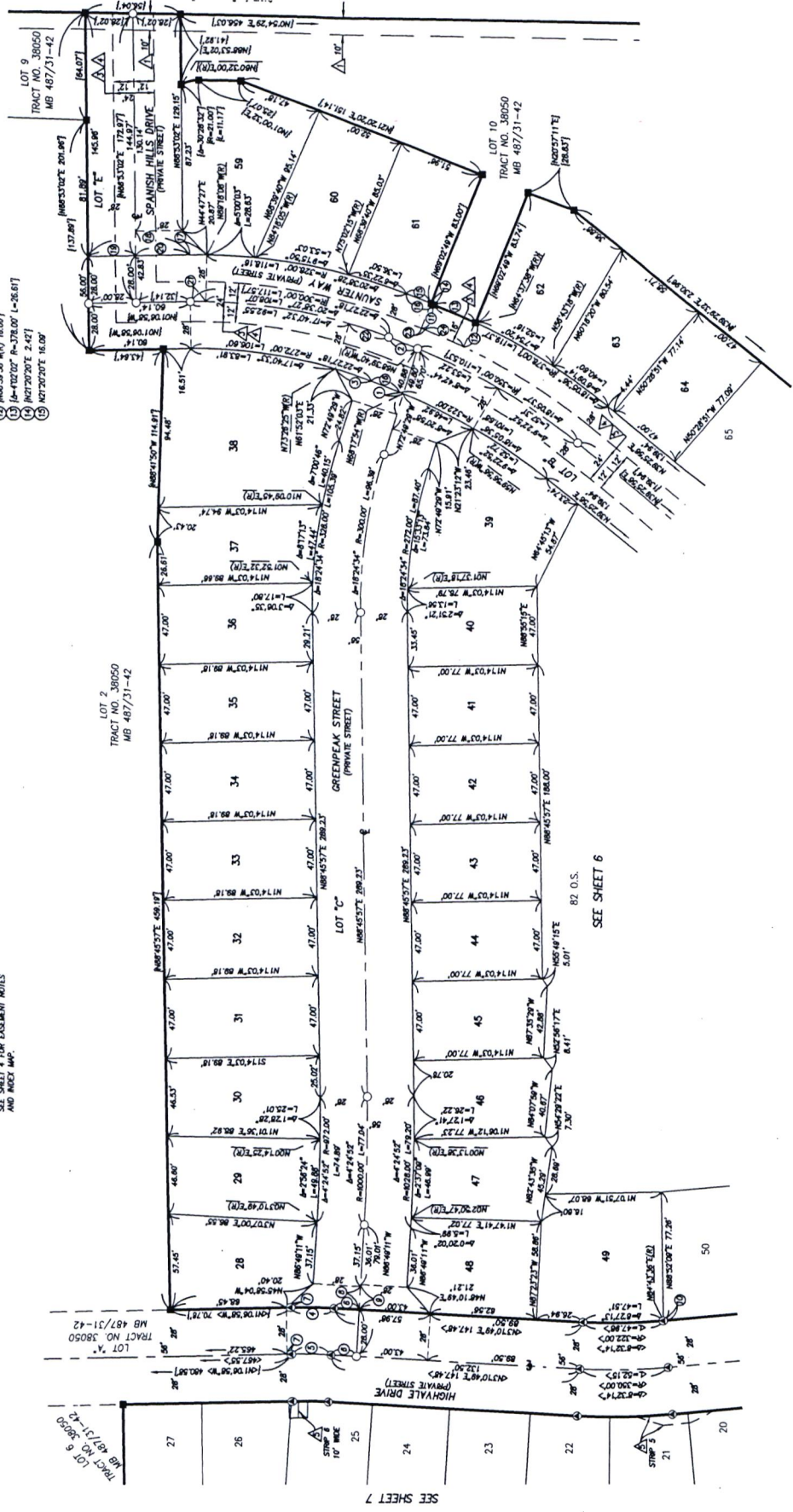
adkan ENGINEERS

NOTE:
 SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, MONUMENT MAP, AND ENVIRONMENTAL CONSTRAINT NOTES.
 SEE SHEET 4 FOR EASEMENT NOTES AND ROCK MAP.



COURSE DATA:

- 1) S07°14'00" E R=322.00' L=2.04'
- 2) N07°20'20" E R=18.51'
- 3) S44°46'05" W R=272.00' L=22.89'
- 4) S44°46'05" W R=272.00' L=24.59'
- 5) S44°46'05" W R=272.00' L=22.50'
- 6) S44°46'05" W R=272.00' L=22.50'
- 7) S44°46'05" W R=272.00' L=22.50'
- 8) S44°46'05" W R=272.00' L=22.50'
- 9) S44°46'05" W R=272.00' L=22.50'
- 10) S44°46'05" W R=272.00' L=22.50'
- 11) S44°46'05" W R=272.00' L=22.50'
- 12) S44°46'05" W R=272.00' L=22.50'
- 13) S44°46'05" W R=272.00' L=22.50'
- 14) S44°46'05" W R=272.00' L=22.50'
- 15) S44°46'05" W R=272.00' L=22.50'

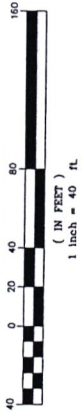


SEE SHEET 7

SEE SHEET 6



GRAPHIC SCALE



NOTE:
SEE SHEET 2 FOR SURVEYOR'S NOTES,
SEE SHEET 3 FOR SURVEYOR'S NOTES,
SEE SHEET 4 FOR EASEMENT NOTES
AND INDEX MAP.

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

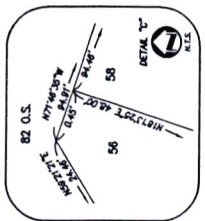
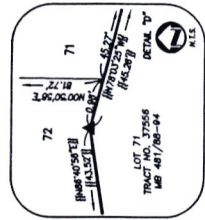
TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 467, PAGE 51 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, BEING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, SE 1/4.

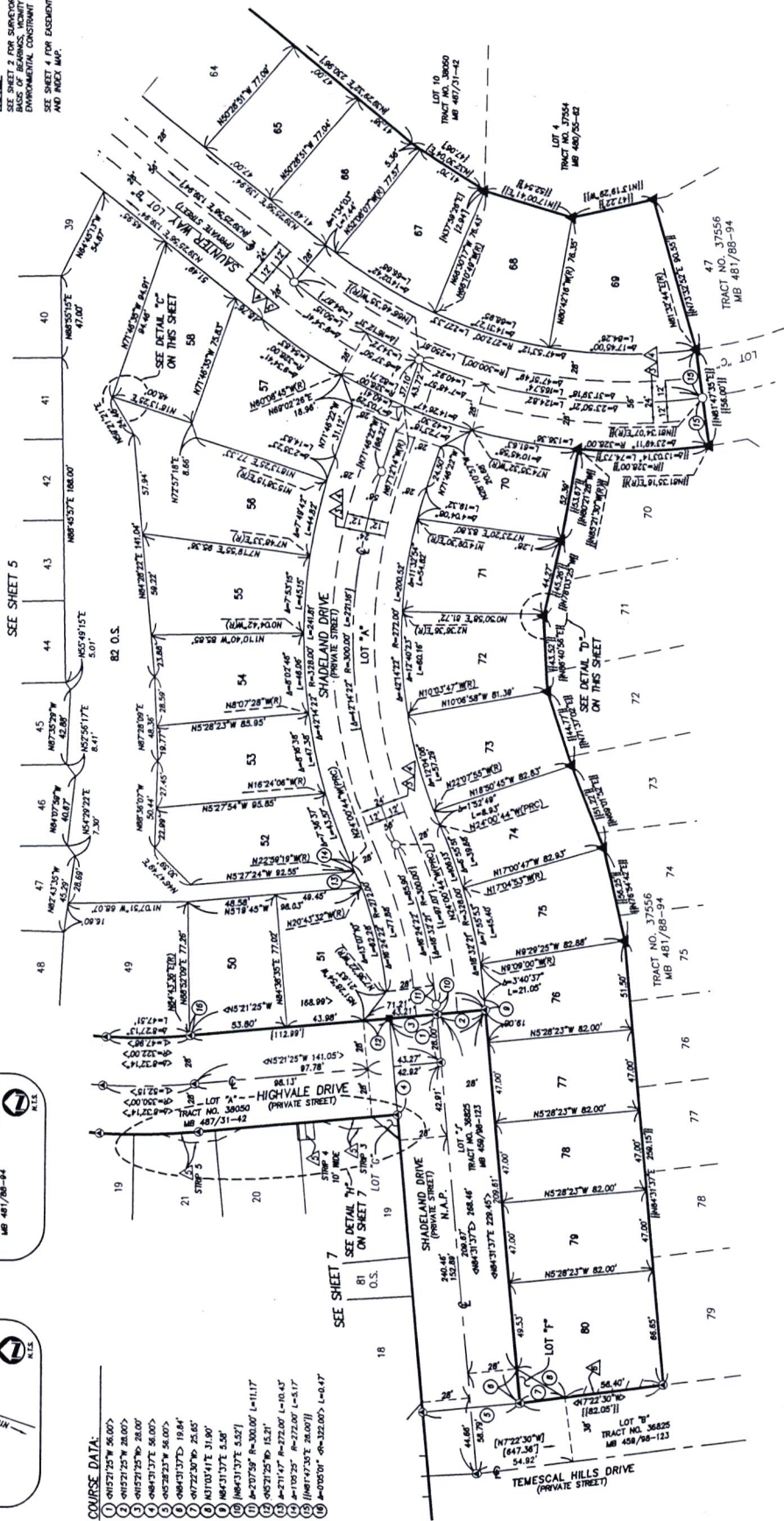
adkan
ENGINEERS

AUGUST 2019

SEE SHEET 5



- COURSE DATA:**
- 1) N152°25'W 56.00'
 - 2) N152°25'W 28.00'
 - 3) N84°31'37"E 56.00'
 - 4) N84°31'37"E 56.00'
 - 5) N84°31'37"E 19.84'
 - 6) N72°22'30"W 25.65'
 - 7) N103°41'E 31.90'
 - 8) N84°31'37"E 5.57'
 - 9) N84°31'37"E 300.00' L=111.7
 - 10) N84°31'37"E 15.31'
 - 11) N27°15'W 10.45'
 - 12) N152°25'W 272.00' L=81.7
 - 13) N152°25'W 28.00' L=81.7
 - 14) N152°25'W 28.00' L=81.7
 - 15) N152°25'W 28.00' L=81.7
 - 16) N152°25'W 28.00' L=81.7
 - 17) N152°25'W 28.00' L=81.7
 - 18) N152°25'W 28.00' L=81.7
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 - 87) N152°25'W 28.00' L=81.7
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 - 95) N152°25'W 28.00' L=81.7
 - 96) N152°25'W 28.00' L=81.7
 - 97) N152°25'W 28.00' L=81.7
 - 98) N152°25'W 28.00' L=81.7
 - 99) N152°25'W 28.00' L=81.7
 - 100) N152°25'W 28.00' L=81.7



TRACT NO. 37556
MB 481/88-94

TRACT NO. 38050
MB 481/31-42

TRACT NO. 38050
MB 458/98-123

TRACT NO. 38050
MB 458/98-123

TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY; LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

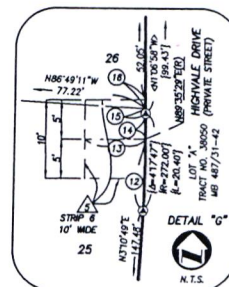
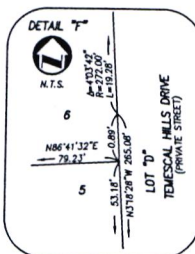
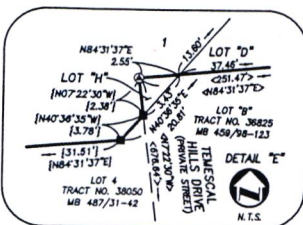
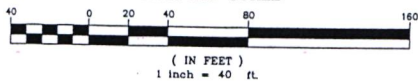
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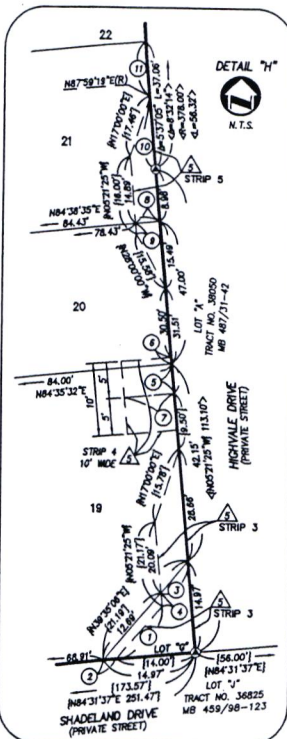
NOTE:
SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARINGS, VICINITY MAP, AND ENVIRONMENTAL CONSTRAINT NOTES.
SEE SHEET 4 FOR EASEMENT NOTES AND INDEX MAP.

GRAPHIC SCALE



COURSE DATA:

- 1 N40°00'00\"
- 2 N84°31'37\"
- 3 N39°35'08\"
- 4 N85°21'25\"
- 5 N82°12'25\"
- 6 N84°38'35\"
- 7 N84°38'35\"
- 8 N82°31'25\"
- 9 N42°55'33\"
- 10 N10°42'21\"
- 11 N62°32'11\"
- 12 N82°37'50\"
- 13 N82°37'50\"
- 14 N82°37'50\"
- 15 N82°37'50\"
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- 100 N82°37'50\"



SEE SHEET 6

SEE SHEET 6

SEE SHEET 5

SEE SHEET 6

ENVIRONMENTAL CONSTRAINT SHEET

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

TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.

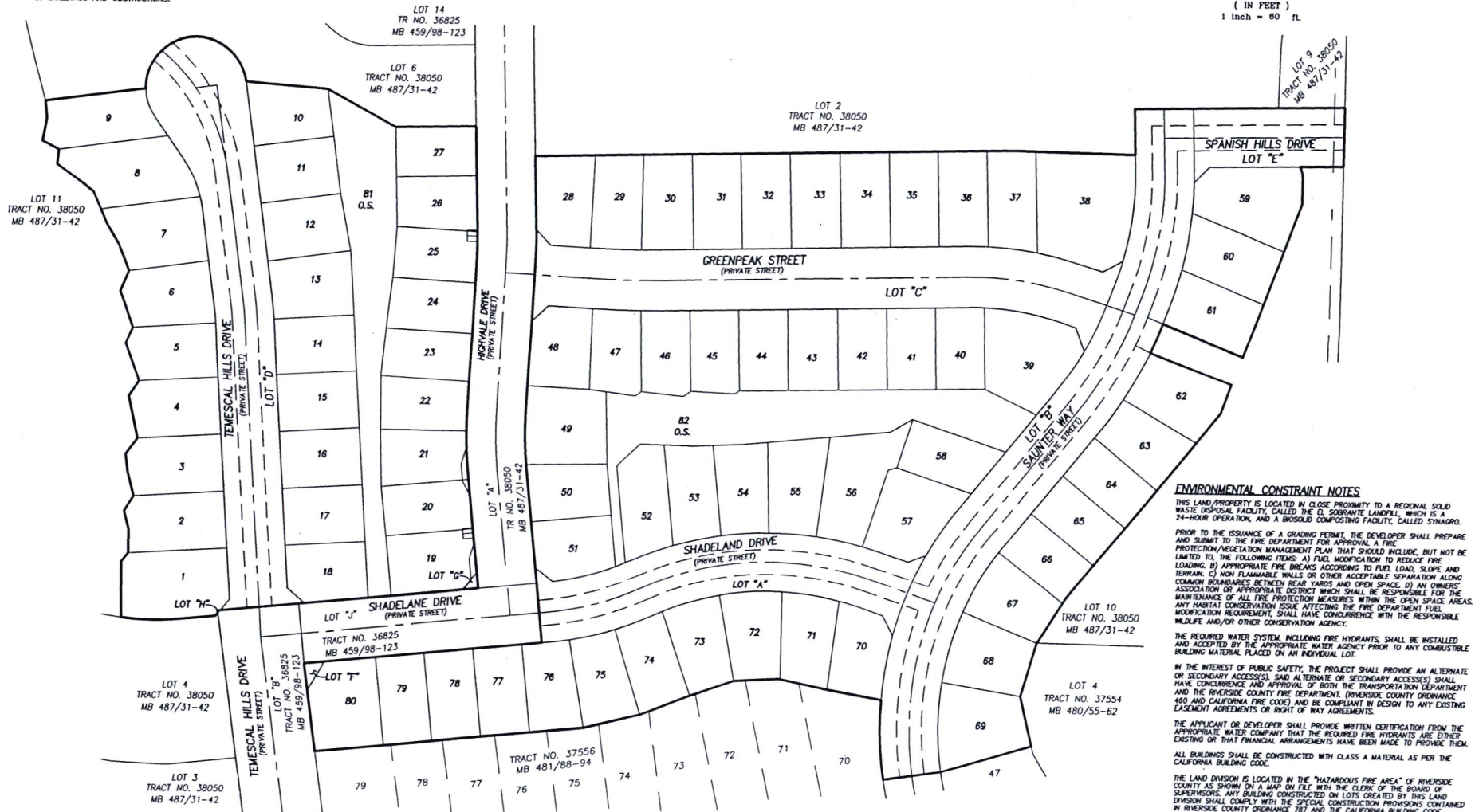
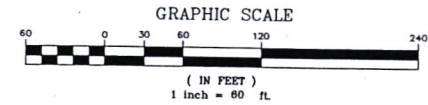
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SHEET 1 OF 1 SHEETS

THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

NOTE
DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.



ENVIRONMENTAL CONSTRAINT NOTES

THIS LAND/PROPERTY IS LOCATED IN CLOSE PROXIMITY TO A REGIONAL SOLID WASTE DISPOSAL FACILITY, CALLED THE EL SORRANTE LANDFILL, WHICH IS A 24-HOUR OPERATION, AND A BIOSOLID COMPOSTING FACILITY, CALLED SYNAORO.

PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE DEVELOPER SHALL PREPARE AND SUBMIT TO THE FIRE DEPARTMENT FOR APPROVAL A FIRE PROTECTION/VEGETATION MANAGEMENT PLAN THAT SHOULD INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS: A) FUEL MODIFICATION TO REDUCE FIRE LOADING; B) APPROPRIATE FIRE BREAKS ACCORDING TO FUEL LOAD, SLOPE AND TERRAIN; C) NON-FLAMMABLE WALLS OR OTHER ACCEPTABLE SEPARATION ALONG COMMON BOUNDARIES BETWEEN REAR YARDS AND OPEN SPACE; D) AN OWNER'S ASSOCIATION OR APPROPRIATE DISTRICT WHICH SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL FIRE PROTECTION MEASURES WITHIN THE OPEN SPACE AREAS. ANY HABITAT CONSERVATION ISSUE AFFECTING THE FIRE DEPARTMENT FUEL MODIFICATION REQUIREMENT, SHALL HAVE CONCURRENCE WITH THE RESPONSIBLE WILDLIFE AND/OR OTHER CONSERVATION AGENCY.

THE REQUIRED WATER SYSTEM, INCLUDING FIRE HYDRANTS, SHALL BE INSTALLED AND ACCEPTED BY THE APPROPRIATE WATER AGENCY PRIOR TO ANY COMBUSTIBLE BUILDING MATERIAL PLACED ON AN INDIVIDUAL LOT.

IN THE INTEREST OF PUBLIC SAFETY, THE PROJECT SHALL PROVIDE AN ALTERNATE OR SECONDARY ACCESS(S). SAID ALTERNATE OR SECONDARY ACCESS(S) SHALL HAVE CONCURRENCE AND APPROVAL OF BOTH THE TRANSPORTATION DEPARTMENT AND THE RIVERSIDE COUNTY FIRE DEPARTMENT. (RIVERSIDE COUNTY ORDINANCE 460 AND CALIFORNIA FIRE CODE) AND BE COMPLIANT IN DESIGN TO ANY EXISTING EASEMENT AGREEMENTS OR RIGHT OF WAY AGREEMENTS.

THE APPLICANT OR DEVELOPER SHALL PROVIDE WRITTEN CERTIFICATION FROM THE APPROPRIATE WATER COMPANY THAT THE REQUIRED FIRE HYDRANTS ARE EITHER EXISTING OR THAT FINANCIAL ARRANGEMENTS HAVE BEEN MADE TO PROVIDE THEM. ALL BUILDINGS SHALL BE CONSTRUCTED WITH CLASS A MATERIAL AS PER THE CALIFORNIA BUILDING CODE.

THE LAND DIVISION IS LOCATED IN THE "HAZARDOUS FIRE AREA" OF RIVERSIDE COUNTY AS SHOWN ON A MAP ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS. ANY BUILDING CONSTRUCTED ON LOTS CREATED BY THIS LAND DIVISION SHALL COMPLY WITH THE SPECIAL CONSTRUCTION PROVISIONS CONTAINED IN RIVERSIDE COUNTY ORDINANCE 787 AND THE CALIFORNIA BUILDING CODE.

EMERGENCY VEHICLE ACCESS SHALL BE PROVIDED IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE AND RIVERSIDE COUNTY FIRE DEPARTMENT STANDARDS.

THIS PROPERTY IS SUBJECT TO LIGHTING RESTRICTIONS AS REQUIRED BY COUNTY ORDINANCE NO. 655, WHICH ARE INTENDED TO REDUCE THE EFFECTS OF NIGHT LIGHTING ON THE MOUNTAIN PALMARIAN OBSERVATORY. ALL PROPOSED OUTDOOR LIGHTING SYSTEMS SHALL BE IN CONFORMANCE WITH COUNTY ORDINANCE NO. 655.

TRACT NO. 38051-1

BEING A SUBDIVISION OF LOT 1 AND LOT 5 OF TRACT NO. 38050, PER MAP FILED IN BOOK 487, PAGES 31 THROUGH 42, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 6 WEST, S.B.M.



AUGUST 2019

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE BOARD. NO. _____ FEE _____ PETER ALDANA, ASSESSOR-COUNTY CLERK- RECORDER BY: _____ DEPUTY SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNERS' 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 "G", INDICATED AS "PRIVATE STREETS" INCLUSIVE, 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 "G", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES, WITHIN LOTS "A" THROUGH "G", INCLUSIVE.

WE HEREBY RETAIN LOTS B1 AND B2 INCLUSIVE, IN FEE INDICATED AS "OPEN SPACE" AS SHOWN HEREON, FOR OPEN SPACE, SLOPE, AND LANDSCAPE MAINTENANCE PURPOSES, FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

OWNER:

FORESTAR TOSCANA DEVELOPMENT COMPANY, A DELAWARE CORPORATION

BY: [Signature]
RUSH STANISAI, AUTHORIZED SIGNATORY

BENEFICIARY

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST AND ASSIGNMENT OF RENTS RECORDED DECEMBER 22, 2022 AS DOCUMENT NO. 2022-0511225, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: [Signature]
DARREN WARREN
VICE PRESIDENT, LAND ACQUISITION AND DEVELOPMENT

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 4-6-23 BEFORE ME, Jane Kaye, A NOTARY PUBLIC 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/HE/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

PRINT NAME: Jane Kaye
SIGNATURE: [Signature]



NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2285605

MY COMMISSION EXPIRES: 5-13-23

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Orange

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 April 7, 2023 BEFORE ME, Taylor Colleen Block, A NOTARY PUBLIC 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/HE/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

PRINT NAME: Taylor Colleen Block
SIGNATURE: [Signature]



NOTARY PUBLIC, STATE OF CA COMMISSION NO.: 2417975

MY COMMISSION EXPIRES: 9-23-2026

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Orange

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

ROBERT LEO PAUL AND BARBARA J PAUL, HOLDERS OF AN UNRECORDED ACCESS EASEMENT AND UTILITIES AGREEMENT DATED SEPTEMBER 11, 2008 AS DISCLOSED BY MEMORANDUM OF AGREEMENT RECORDED OCTOBER 6, 2008 AS INSTRUMENT NO. 2008-0540136, D.R.

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 AUGUST 23, 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR 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: 4-25-2023

[Signature]
EDY P. ADKISON, L.S. 5390
EXPIRATION DATE: 9-30-2024



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 DIRECTION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 38051 AS FILED, AMENDED, AND APPROVED BY THE BOARD OF SUPERVISORS ON SEPTEMBER 13, 2022, THE EXPIRATION DATE BEING SEPTEMBER 13, 2025, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: 5-18, 2023

[Signature]
DAVID L. MCMILLAN, COUNTY SURVEYOR
L.S. 8488
EXPIRATION DATE: 12-31-2024



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 OFFER OF DEDICATION FOR PUBLIC UTILITY PURPOSES ALONG WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" THROUGH "G", INCLUSIVE, INDICATED AS "PRIVATE STREETS" AS SHOWN HEREON.

DATE: 6-6, 2023
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

[Signature]
BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: KIMBERLY RECTOR
CLERK OF THE BOARD OF SUPERVISORS

[Signature]
BY: _____
DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$38,300.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND 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: MAY 03, 2023

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature], DEPUTY

THIS CERTIFICATION EXCLUDES ANY
SUPPLEMENTAL TAX ASSESSMENTS NOT
YET EXTENDED

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 NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$38,300.00

DATE: MAY 03, 2023

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: [Signature], DEPUTY

THIS CERTIFICATION EXCLUDES ANY
SUPPLEMENTAL TAX ASSESSMENTS NOT
YET EXTENDED