



County of San Diego

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 210, SAN DIEGO, CA 92123
(858) 505-6445 General • (858) 694-2705 Codes
(858) 565-5920 Building Services
www.SDCPDS.org

VINCE NICOLETTI
DIRECTOR

December 9, 2025

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND ACKNOWLEDGEMTN OF UNRECORDED JOINT AGREEMENT

County of San Diego Tract No. 4736-1 (Final Map No. 13856/Amended Map 16566)

The Director of Planning and Development Services has completed the review and approved the Unrecorded Joint Agreement to Improve Major Subdivision, Release of Joint Lien Contract, and Termination of Original Holding Agreement for County of San Diego Tract No. 4736-1 (Final Map No. 13856/Amended Map 16566). This final map is located within the Bonsall Community Plan Area.

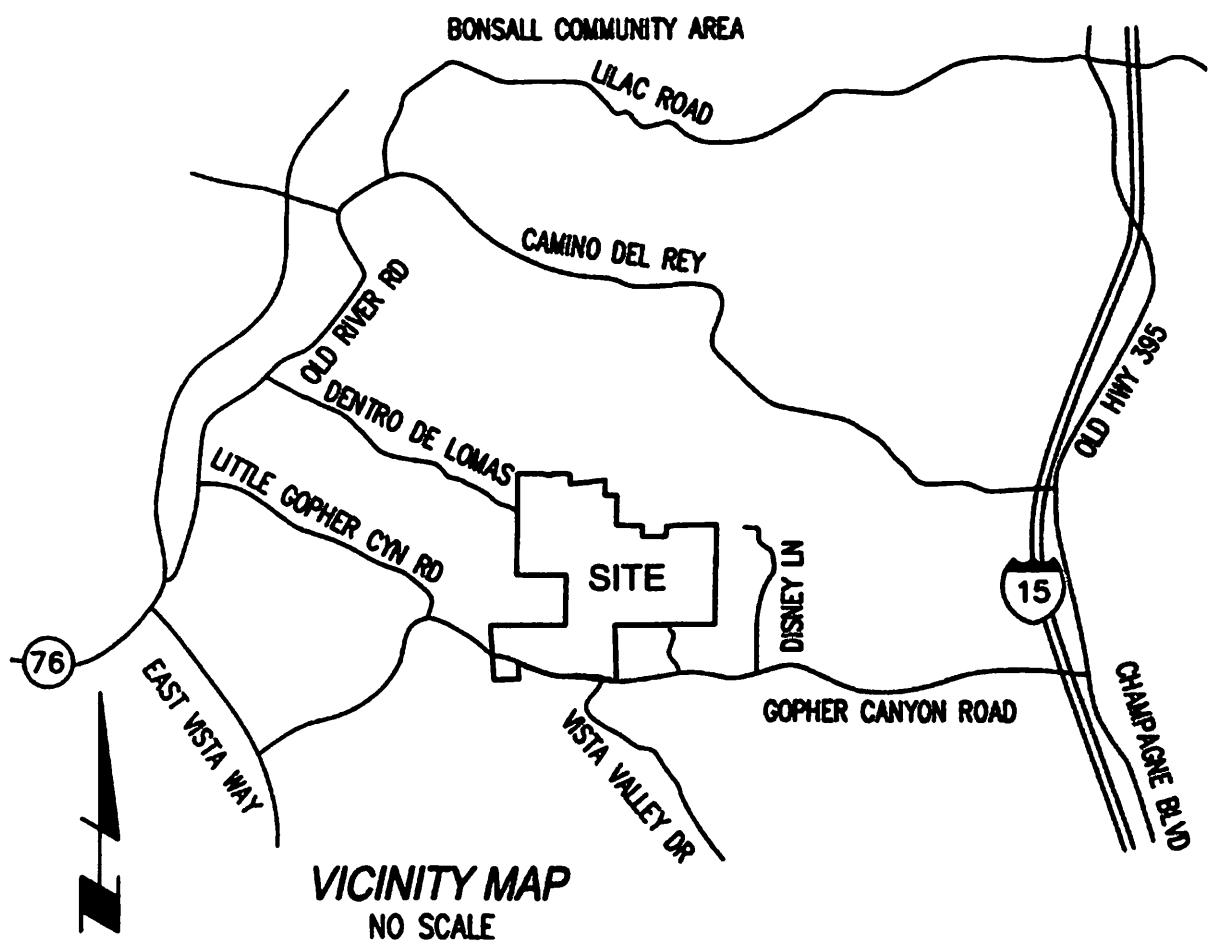
PROJECT DESCRIPTION

This item is a request for the Director of Planning & Development Services to approve, authorize, and execute an agreement to assume improvement obligations identified in the improvement agreement for County of San Diego Tract No. 4736-1 (Final Map No. 13856/Amended Map 16566).

This project, Bonsall Oaks Tentative Map 4736-1 (formally known as Polo Club at Valley Vista), is a subdivision consisting of 165 single-family residence lots on 449.54 acres. The site is located along Gopher Canyon Road just west of its intersection with Vista Valley Drive, within the Bonsall Community Plan Area within the unincorporated San Diego County.

For any additional information, please contact Jacob Armstrong, Land Development Chief, in Planning & Development Services, at 619-756-2463 and/or by e-mail at Jacob.Armstrong@sdcounty.ca.gov.

Attachment A – VICINITY MAP



Polo Club
TM 4736-1
Map 13856

The legend consists of four entries: 'Project Area' with a red rectangle, 'Freeway' with a thick black line, 'Major Road' with a thin black line, and 'Parcel' with a thin black line.



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
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Full text of this legal notice can be found at
http://www.sangis.org/Legal_Notice.htm

Attachment B

Unrecorded Joint Agreement to Improve Major Subdivision

Recording Requested By and
When Recorded Please Return To:

County of San Diego Dept. of Planning
and Development Services
Attention: Greg Anderson
5510 Overland Avenue | Suite 210
San Diego, CA 92123

Above Space for Recorder's Use

SIXTH AMENDMENT TO THE UNRECORDED JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, RELEASE OF JOINT LIEN CONTRACT, AND TERMINATION OF ORIGINAL HOLDING AGREEMENT FOR SAN DIEGO TRACT NO. 4736-1 (FINAL MAP 13856/AMENDED MAP 16566)

This Sixth Amendment to the Joint Agreement To Improve Major Subdivision for County of San Diego Tract No. 4736-1 (Final Map 13856) is made and entered into this _____ day of _____, 202____, between the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), First American Trust, FSB ("Holder"), and Bonsall Oaks, LLC, a California limited liability company and 24th AVENUE INVESTMENTS, LLC, a Delaware limited liability company (collectively herein "Owner"), with respect to the following:

RECITALS

A. Final Map Tract No. 4736-1, Final Map 13856 ("Final Map") was approved by the County's Board of Supervisors ("Board") on September 22, 1999, for the development of 165 single family residential lots and two open space lots on a total of approximately 449.54 acres, commonly known as the Polo Club Project, owned by the Vista Villas Development Limited ("Former Owner") and more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property"). The Final Map was recorded on September 23, 1999 as Document No. 1999-0650279 in the Official Records of San Diego County.

B. On September 22, 1999, the County, District and the Former Owner entered into an agreement entitled, "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1" to perform certain acts and construct certain improvements as a condition of County's approval of the Final Map, in compliance with the Subdivision Map Act (Gov. Code § 66410, et seq.), and Section 81.404 of the San Diego County Code of Regulatory Ordinances ("County Code"). The agreement incorrectly referenced Former Owner as "Vista Villa Development Limited", rather than "Vista Villas Development Limited, A California Limited Partnership", as was intended by the signing parties.

C. County, District, Former Owner and First American Trust, FSB ("Holder"), entered into an agreement, entitled "Joint Lien Contract," recorded on August 27, 2012, as Document No. 2012-0511052 in the Official Records of San Diego County ("Joint Lien

Contract"), to postpone construction of the improvements identified in the Joint Improvement Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1 and secured the future installation of said improvements in accordance with Government Code section 66499 and Section 81.409 of the San Diego County Code.

D. County, District, Former Owner, and Holder entered into an agreement entitled "Holding Agreement No. 1082-0310-00" recorded in the Official Records of San Diego County on August 27, 2012 as Document No. 2012-0511053 ("Holding Agreement"), whereby title to the Property was transferred to Holder for the purpose of implementing the Joint Lien Contract.

E. On August 8, 2012, County, District and Former Owner entered into an agreement entitled "Amendment to Joint Agreement to Improve Major Subdivision, County of San Diego Tract No. 4736-1 (Final Map 13856)" ("First Amendment"), thereby amending certain terms and provisions of the Joint Improvement Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1, including amending the completion date for constructing the improvements identified in the Joint Improvement Agreement. The amendment incorrectly referenced Former Owner as "Vista Villas Development Limited", rather than "Vista Villas Development Limited, A California Limited Partnership", as was intended by the signing parties.

F. On October 22, 2014, the Board extended to October 22, 2016 the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1.

G. On January 15, 2020 the Board approved the "Second Amendment to and Assignment and Assumption of Joint Agreement to Improve Major Subdivision, County of San Diego Tract No. 4736-1 (Final Map 13856)" ("Second Amendment"), entered into by County, District, Owner, and Holder, thereby extending to October 21, 2021 the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement. Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1, the First Amendment, and Second Amendment shall hereinafter be called the "Joint Improvement Agreement".

H. Also on January 15, 2020, the Board approved the "Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement (Tract 4736-1)", entered into by County, District, Former Owner, Owner, and Holder, whereby Owner fully assumed all rights and obligations relating to the Joint Improvement Agreement, Joint Lien Contract and Holding Agreement.

I. On September 16, 2020, the Board approved the "Third Amendment to the Unrecorded Joint Agreement To Improve Major Subdivision, Extension of Time To Complete Improvements, Partial Release of Joint Lien Contract, and Partial Termination of original Holding Agreement for San Diego Tract No. 4736-1 (FINAL MAP 13856)" ("Third Amendment"), entered into by County, District, Owner, and Holder, thereby extending to August 5, 2022, the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement. Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1.

J. On January 27, 2021, Pursuant to Government Code 66472.1 the Director of Planning and development Services approved Owner's request for modification to County of San Diego Tract No. 4736-1 (Final map 13856),thereby amending certain conditions of approval for TM 4736 due to the deletion and realignment of streets and reconfiguration of lot lines from the final map to be more consistent with the County's Conservation Subdivision Program, provide greater sensitivity to environmental habitat, and better adherence to community character.

K. On June 28, 2022, the Director of Planning and Development Services approved the "Fourth Amendment to the Unrecorded Joint Agreement to Improve Major Subdivision, Partial release of Joint Lien Contract, and Partial Termination of Original Holding Agreement for San Diego Tract No. 4736-1 (FINAL MAP 13856)" ("Fourth Amendment"). Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall hereinafter be called the "Joint Improvement Agreement".

L. On November 16, 2022, the Board extended to November 16, 2024, the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1.

M. On December 13, 2022, the Director of Planning and Development Services approved the "Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement" entered into by County, District, Owner, New Owner, and Holder, whereby Owner fully assumed all rights and obligations relating to the Joint Improvement Agreement, Joint Lien Contract and Holding Agreement. Owner and New Owner shall hereinafter be called the "Owners".

N. On May 11, 2023, the Director of Planning and Development Services approved the Amended Map of County of San Diego Tract no. 4736-1, recorded as Map No. 16566.

O. On September 10, 2025, the Board approved the "Fifth Amendment to the Unrecorded Joint Agreement To Improve Major Subdivision for San Diego Tract No. 4736-1 (FINAL MAP 13856)" ("Fifth Amendment"), entered into by County, District, Owner, and Holder, thereby extending to September 15, 2027, the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement. Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1.

P. The Owner desires to have Lots 61 through 167 inclusive, Lots C, D, E, F, G, J, K, L, M, N, O, P, Q, R, S, T, Lots EE. FF. GG. HH. II, JJ, KK. LL and Remainder Lot of Amended Map released from the Joint Lien Contract and to affect a termination of the Holding Agreement as to said lots as a result of the release of the Joint Lien Contract. The Owner has deposited with the County and District all fees for inspections, lab tests and other related purposes, and has substituted, in place of the Joint Lien Contract, bonds for faithful performance and for labor and materials as security for the obligations imposed by the Joint Improvement Agreement for the aforementioned lots. As the Owner has posted adequate security and paid the fees required by the Joint Improvement

Agreement, the County and District are amenable to releasing the aforementioned lots from the Joint Lien Contract and to affect the termination of the Holding Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above Recitals are hereby incorporated into this Sixth Amendment by reference.
2. The County and District hereby release Lots 61 through 167 inclusive, Lots C, D, E, F, G, J, K, L, M, N, O, P, Q, R, S, T, Lots EE, FF, GG, HH, II, JJ, KK, LL and Remainder Lot of Amended Map from the Joint Lien Contract.
3. The Holding Agreement is terminated as to Lots 61 through 167 inclusive, Lots C, D, E, F, G, J, K, L, M, N, O, P, Q, R, S, T, Lots EE, FF, GG, HH, II, JJ, KK, LL and Remainder Lot of Amended Map due to the release of the Joint Lien Contract. Owner is hereby relieved of the obligations imposed by the Holding Agreement as to the aforementioned lots.
4. Owners agree that, in the event the Improvements required for Lots 1-60, Map No. 16566, and Lots 61 through 167 inclusive, Lots C, D, E, F, G, J, K, L, M, N, O, P, Q, R, S, T, Lots EE, FF, GG, HH, II, JJ, KK, LL and Remainder Lot of Amended Map No. 16566 are not conveyed to County and/or District simultaneously, the Improvements that are first conveyed shall be constructed in a manner to allow their operation independent of the remaining Improvements, until all Improvements specified in the Joint Improvement Agreement are completed and conveyed to County and/or District.
5. Pursuant to Subdivision Ordinance section 81.205, payment of the fees related to provision of the improvements or services specified in the Joint Agreement, in the amount required as a condition of approval of Owner's Map, shall be adjusted to represent the effects of inflation as represented in the Market Trends Index as published in the "Engineering News Record" or a similar index as determined appropriate by the Director of Planning and Development Services.

NOTE: NOTARY ACKNOWLEDGEMENTS REQUIRED FOR SIGNATURES

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the date first above written.

COUNTY OF SAN DIEGO
PLANNING AND DEVELOPMENT SERVICES

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Mark Slovick, Deputy Director

By: Emily Helms
Senior Deputy

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)
SS
COUNTY OF SAN DIEGO)

On 20, before me, _____, Deputy
County Clerk of the County of San Diego, personally appeared Mark Slovick, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity and that by his signature on
the instrument, or the person or entity upon behalf of which the person 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.

Jordan Z. Marks, Recorder/County Clerk

By: _____

Deputy
Print Name

RAINBOW MUNICIPAL WATER DISTRICT

By: _____

Printed Name

Printed Title

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

STATE OF _____)

COUNTY OF _____)

ON _____, 20____ 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 THIS 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_____

PLEASE PRINT NAME:_____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISION EXPIRES _____, 20____,

MY COMMISSION NO. IS _____,

HOLDER

First American Trust, FSB, Trustee under Trust No. 1082-0351-00

By: _____
Name _____ Title: _____

By: _____
Name _____ Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A NOTARY PUBLIC OR 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 _____
COUNTY OF _____

ON _____, 20____ 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 THIS 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 _____

PLEASE PRINT
NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____, 20____,

MY COMMISSION NO. IS _____

Owner

24TH AVE INVESTMENTS, LLC, a Delaware limited liability company

By: Bristol Holdings, LLC, a Nevada limited liability company, its Manager

By: _____
Daniel Leigh, Manager

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 _____)

COUNTY OF _____)

ON _____, 20____ 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 THIS 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_____

PLEASE PRINT NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____, 20____,

MY COMMISSION NO. IS _____,

Owner

Bonsall Oaks, LLC, a California limited liability company

By: Bonsall Oaks II, LLC, a California limited liability company, its Manager

By: _____
David R. Pallinger, Manager

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 _____)

COUNTY OF _____)

ON _____, 20____ 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 THIS 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 _____

PLEASE PRINT NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____, 20____,

MY COMMISSION NO. IS _____,

Attachment C

Director Approval



County of San Diego, Planning & Development Services

December 9, 2025

COUNTY OF SAN DIEGO TRACT NO. 4736-1 (FINAL MAP NO. 13856/AMENDED 16566): APPROVAL OF SIXTH AMENDMENT TO THE UNRECORDED JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION, RELEASE OF JOINT LIEN CONTRACT, AND TERMINATION OF ORIGINAL HOLDING AGREEMENT FOR BONSALL OAKS (FORMERLY POLO CLUB ESTATES) LOCATED IN THE BONSALL COMMUNITY PLAN AREA (DISTRICT: 5)

OVERVIEW: This is a request for the Director of Planning & Development Services to approve, authorize, and execute the Public Improvement Security to Improve Major Subdivision for public and private improvements. The Bonsall Oaks (formerly Polo Club Estates) Tentative Map 4736RPL4 project (Project) is a subdivision consisting of 165 residential lots and two open space lots on a total of 449.54 acres. The site is located within the Bonsall Community Plan Area, on the north side of Gopher Canyon Road and Vista Valley Road, west of Interstate 15 within the unincorporated San Diego County.

On November 3, 1993 (1), the Board approved the Project, and on September 22, 1999 (10), the Board approved a Final Map and a Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for the Project. The Joint Agreement for Improvements was secured by bonds that guaranteed the construction of the streets, sewer facilities, water facilities, and drainage facilities in favor of the Rainbow Municipal Water District (District) and the County. The Joint Agreement for Improvements expired on September 22, 2001.

The Project has received a total of five extensions since the Final Map was recorded in 1999. The first request to extend the agreement was submitted to the County in 2012.

On August 8, 2012 (10), the Board approved the first Amendment to the Joint Agreement for Improvements, extending the time for completion of the improvements to August 8, 2014. On October 22, 2014 (13), the Board approved another time extension to October 22, 2016, and the former owners substituted the bonds with a lien contract with the County to secure the completion of the improvements. On January 15, 2020 (5), the Board approved an assumption agreement and time extension, extending the time to complete improvements to October 18, 2021. On January 23, 2020, the current owners purchased the property. On September 16, 2020, third Amendment to the Unrecorded Joint Agreement to Improve Major Subdivision, Extension of Time to Complete Improvements, Partial Release of Joint Lien Contract, and Partial Termination of original Holding Agreement. On January 27, 2021, Pursuant to Government Code 66472.1 the Director of Planning & Development Services request for modification to Final map 13856, thereby amending certain conditions of approval for TM 4736 due to the deletion and realignment of streets and reconfiguration of lot lines from the final map to be more consistent with the

County's Conservation Subdivision Program, provide greater sensitivity to environmental habitat, and better adherence to community character.

On June 28, 2022, the Director of Planning and Development Services approved the Fourth Amendment to the Unrecorded Joint Agreement to Improve Major Subdivision, Partial release of Joint Lien Contract, and Partial Termination of Original Holding Agreement for the map. Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall hereinafter be called the "Joint Improvement Agreement". Then on November 16, 2022, the Board extended the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement to Improve Major Subdivision to November 16, 2024. On December 13, 2022, the Director of Planning and Development Services approved the "Agreement to Assume Joint Agreement to Improve Major Subdivision, Joint Lien Contract and Holding Agreement" entered into by County, District, Owner, New Owner, and Holder, whereby Owner fully assumed all rights and obligations relating to the Joint Improvement Agreement, Joint Lien Contract and Holding Agreement. Then on May 11, 2023, the Director of Planning and Development Services approved the Amended Map of County of San Diego Tract no. 4736-1, recorded as Map No. 16566.

Finally on September 10, 2025, the Board approved the "Fifth Amendment to the Unrecorded Joint Agreement to Improve Major Subdivision" entered into by County, District, Owner, and Holder, thereby extending to September 15, 2027, the performance completion date for the improvements described in the Joint Lien Contract and Joint Improvement Agreement. Collectively, the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 4736-1.

RECOMMENDATION(S)**DEPUTY DIRECTOR, PLANNING & DEVELOPMENT SERVICES (PDS)**

1. Find that the approval of the agreements to assume and amend agreement to Improve Major Subdivision for public and private improvements required by County of San Diego Tract No. 4736-1 (Final Map No. 13856/Amended 16566) is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections Section 15061(b)(3) of the CEQA Guidelines provides that the activity is covered by the common sense exemption and that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA review was completed in connection with the approval of the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval.

In accordance with the authority granted by Ordinance No. 10529 (N.S.), effective 5-18-18,
I hereby approve the actions as recommended and certify that the foregoing is full, true and
correct.

Mark Slovick

**FOR VINCE NICOLETTI, DIRECTOR
PLANNING & DEVELOPMENT SERVICES**



County of San Diego

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
(858) 505-6445 General • (858) 694-2705 Codes
(858) 565-5920 Building Services
www.SDCPDS.org

VINCE NICOLETTI
DIRECTOR

December 9, 2025

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF FINAL MAP APPLICATION

County of San Diego Tract No. 5549-2

The Director of Planning & Development Services is reviewing a Final Map application for approval. The Final Map, County Tract No. 5549-2, is in the Otay Subregional Plan Area.

Per San Diego County Code of Regulatory Ordinances Section 81.502, approval or disapproval of the Final Map will occur within ten (10) days, following the meeting of the Board of Supervisors. Approval or disapproval of the Final Map may be appealed to the Board within ten (10) days of the Director's decision.

PROJECT DESCRIPTION

This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5549-2; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for public improvements.

International Industrial Park Tentative Map No. 5549 is a subdivision consisting of two (2) lots, one of which will be for biological open space easement on 58.53 acres. The project is located north of Lone Star Road between Vann Centre Blvd and Alta Road intersection in the Otay Subregional Plan Area within the unincorporated San Diego County.

For any additional information, please contact Jacob Armstrong, Land Development Chief, in Planning & Development Services, at 619-756-2463 and/or by e-mail at Jacob.Armstrong@sdcounty.ca.gov.

Attachment A

Map

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5549-2

SHEET 2 OF 7 SHEETS

JOINT USE AGREEMENT (OTAY WATER DISTRICT)

THIS AGREEMENT, ENTERED INTO THIS 10 DAY OF SEPTEMBER, 2022, BY THE
OTAY WATER DISTRICT, A CALIFORNIA CORPORATION, AND THE OTAY WATER
DISTRICT, HEREINAFTER REFERRED TO AS THE "PARTIES".

WHEREAS, THE DISTRICT IS THE OWNER OF THE FOLLOWING DESCRIBED LANDS RECORDED
OTAY NO. 1046 AS FILE NO. 771545, AND RECORDED SEPTEMBER 9, 2022 AS
OTAY NO. 242-00002, AND THE SOUTHERN 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE
WEST, 100 FEET FROM THE 100 FEET AND 100 FEET AND 20 FEET OF THE NORTHERN
THREE QUARTERS OF THE EAST HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE WEST,
SAY, DEMARCATING EAST AND WEST, AND, EAST AND WEST, THE EASTERN 20 FEET AND
THE SOUTHERN 1/4 OF THE NORTHERN QUARTER AND THE NORTH HALF
OF THE SOUTHEAST QUARTER OF SAID SECTION 29, AND.

WHEREAS, THE COMPANY IS ALLOCATING CERTAIN EASEMENTS WHICH MAY EXISTING ACROSS AND
THROUGH PORTIONS OF THE ABOVE DESCRIBED DISTRICT EASEMENT, AND
THE PARTIES, OTAY AND DISTRICT, HAVE AGREED IN THIS AGREEMENT TO PROVIDE FOR
THE EASEMENT AND DISTRICT EASEMENT OWNERSHIP AND AGREEMENTS IN THE JOINT USE OF THE
EASEMENT AND DISTRICT EASEMENT OWNERSHIP OF EACH OF THE PARTIES IN THEIR JOINT USE OF THE
EASEMENT COMMON TO THEIR RESPECTIVE EASEMENTS.

NOW, THEREFORE, COUNTY AND DISTRICT AGREE AS FOLLOWS:

1. IN THE EVENT THAT THE FUTURE USE OR ALLOCATION OF SAID EASEMENT IN COUNTY
SHALL AT ANY TIME, NECESSITATE A REARRANGEMENT, REALLOCATION OR RECONSTRUCTION
OF DISTRICT EASEMENT IMPROVEMENTS, THE SAME SHALL BE MADE IN THE MANNER
AS DETERMINED BY THE DISTRICT, AND THE DISTRICT SHALL BE PROVIDED WITH REQUIRED LIAISONS OR
PROPERTY PERSONNEL THEREFOR AS REQUIRED. THE SAME SHALL BE OBTAINED BY COUNTY
IN FORM SATISFACTORIAL TO THE DISTRICT, AND THE DISTRICT WITH BREATH
TENTIVE OF THE SAME, SHALL APPROVE THE SAME.

2. IF THE EASEMENT AREA OF EITHER PARTY WILL BE SUCH AS WILL NOT
PERMANENTLY INTERRUPT THE USE OR OPERATION OF THE FACILITIES THEREIN OF THE
OTHER PARTY, USES OF SAID AREAS BY EITHER PARTY WHICH STURM, RUMFORD, OR
THEIR ASSIGNEES, OR THEIR CONTRACTORS, OR THEIR AGENTS, OR OTHER PARTIES WILL
BE MADE AS NECESSARY WHEN REASONABLY NECESSARY, AND WILL BE PROMPTLY TERMINATED AS
SOON AS THE NECESSITY THEREFOR NO LONGER EXISTS.

3. IF THE DISTRICT OR THE DISTRICT'S SMALL, VENUE, ETC. PLATE OF APPROVAL, IN WHOLE
OR IN PART, IS LOCATED ON THE PROPERTY OF THE COUNTY OR DISTRICT SMALL,
IN THE LOCATION OR APPROVAL PROCESSING, RESPECTIVE TO THE OTHER, ALL WORKS
LISTED BY IT PRIOR TO THE EXECUTION OF THIS CERTIFICATION.

4. THE OTAY WATER DISTRICT EASEMENTS EXISTING ON THIS MAP WILL BE RECOGNIZED
AS EASEMENT TO ALL OTHER EASEMENTS ON THE MAP OF THIS MAP.

5. THE PARTIES AGREE TO THE JOINT USE OF AND BE BOUNDING UPON THE
EASEMENTS AND DISTRICT EASEMENT BY THE PARTIES.

6. EACH PARTY SHALL HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTY AND ITS
DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST AND FOR ALL LOSSES,
LIABILITIES, DAMAGES, COSTS, EXPENSES, PENALTIES, AND EXPENSES OF
REASONABLE ATTORNEYS' FEES, EXPENSES, AND RELATED EXPENSES, BUT NOT INCLUDING
ATTORNEYS' FEES, EXPENSES, AND RELATED EXPENSES OF A COURT OF COMPETENT JURISDICTION FOR
THE PLACEMENT OF EASEMENT, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPENSES, AND RELATED EXPENSES
FOR THE PLACEMENT OF EASEMENT, PROVIDED, HOWEVER, THAT THE EASEMENT IS LOCATED ON PROPERTY
BELONGING TO THE OTHER, OR THE OTHER, WHETHER PARTY SHALL
REASONABLY USE THE EASEMENT, AND, PROVIDED, NEITHER PARTY SHALL
IMPOSE A SULE RESTRICTION OR RESTRICTION

IN VIOLATION THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS
OF THE DATE FIRST ABOVE WRITTEN BY THEIR PROPERLY AUTHORIZED OFFICIALS.

OTAY WATER DISTRICT


GENERAL MANAGER

COUNTY OF SAN DIEGO


COUNTY MANAGER

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE CERTIFIES THAT
THIS DOCUMENT WAS SIGNED IN THE PRESENCE OF THE NOTARY PUBLIC OR OTHER OFFICER WHO
THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR
VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
On 10/27/2022 before me,
Jennifer Diaz, Notary Public, personally appeared
Casey Martinez,

WHO PROVED TO ME ON THE BASIS OF SUFFICIENT EVIDENCE TO BE THE
PERSON(S) whose name is(s) subscribed to the foregoing instrument,
that he/she/they are the person(s) executing the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument, he/she/they intend(s) the entity upon behalf of which the
instrument is executed to be identified.

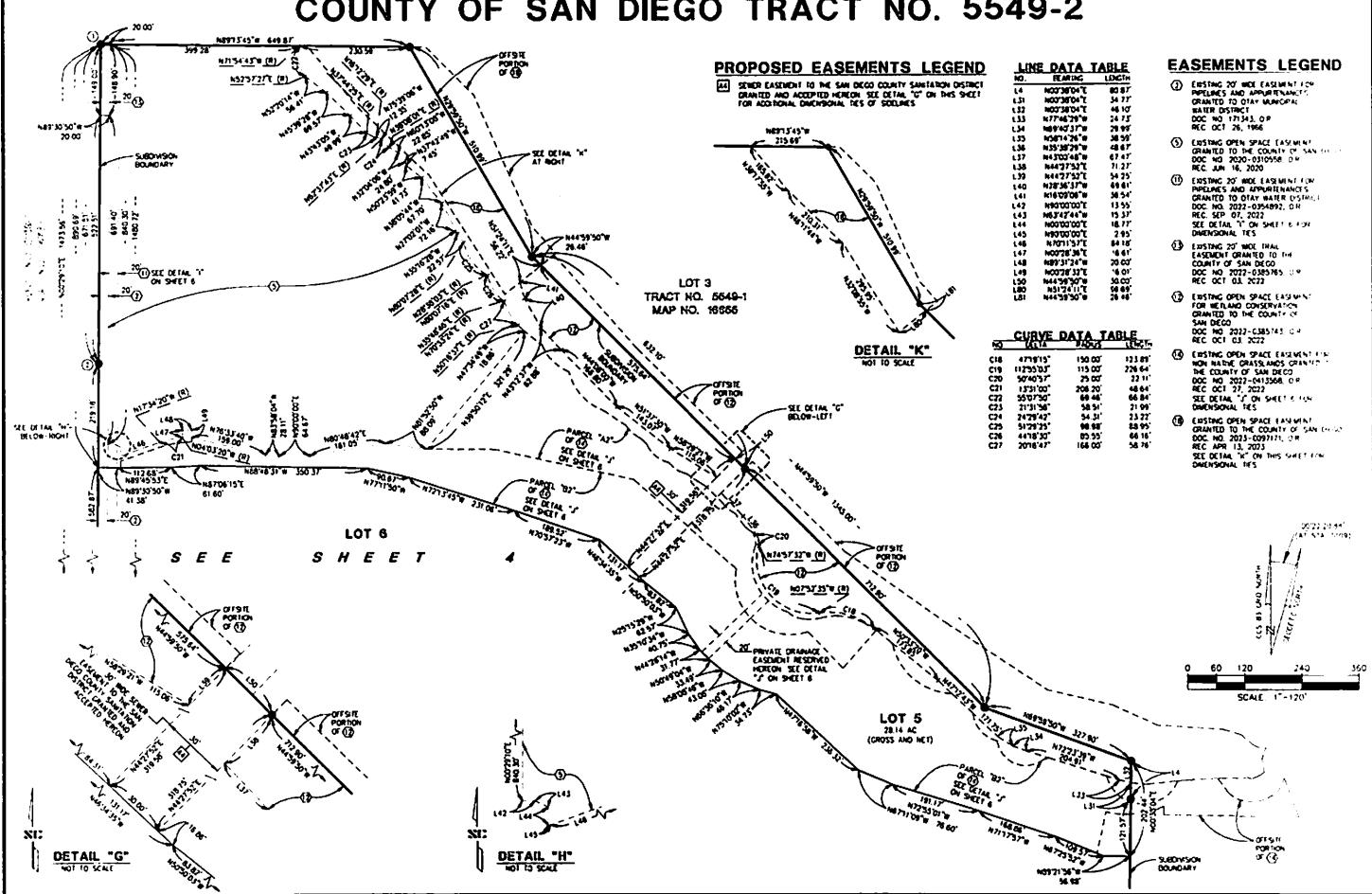
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

NOTARY PUBLIC
Jennifer Diaz
Name, SIGNATURE OF NOTARY PUBLIC
IN AND FOR SAN DIEGO COUNTY AND STATE
IN NEARLY COUNTY OF BUSINESS: San Diego
COMMISSION EXPIRES 10/27/2024
COMMISSION # OF NOTARY 2423702

MAP NO.

SHEET 5 OF 7 SHEETS

COUNTY OF SAN DIEGO TRACT NO. 5549-2



Prepared by STEVENS CRESTO ENGINEERS
9665 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123

JOB NO 19015.07

19015 FM U2 03 deg

CM-1E-00080 INDEX 116-1786 (x) (CCS 2)

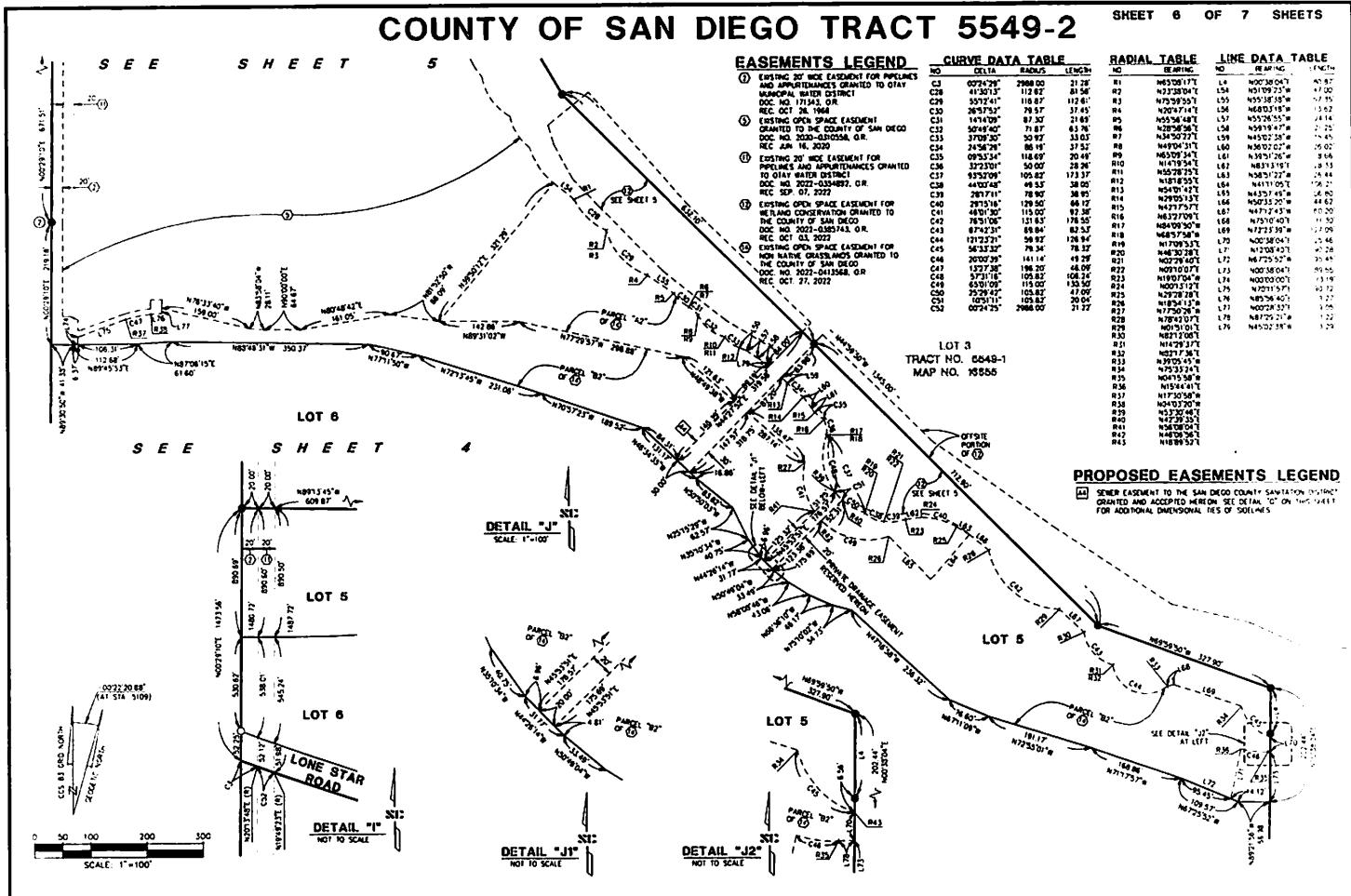
READING PLAN - 8052024-1.PDF2024-1-20

COUNTY **TM** 5549

MAP NO.

COUNTY OF SAN DIEGO TRACT 5549-2

SHEET 6 OF 7 SHEETS



MAP NO.

SHEET 7 OF 7 SHEETS

COUNTY OF SAN DIEGO TRACT 5549-2
NON-TITLE INFORMATION

NON-TITLE INFORMATION

LEGEND

APPROXIMATE AREA SUBJECT TO
INUNDATION BY THE 100 YEAR FLOOD
EXISTING WATER LINE AS NOTED

NOTES

A. INFORMATION SHOWN ON THIS SHEET IS ADVISORY ONLY AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

B. INFORMATION SHOWN HEREON IS COMPILED FROM PUBLIC RECORDS OR REPORTS AND ITS INCLUSION IN THIS MAP DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP.

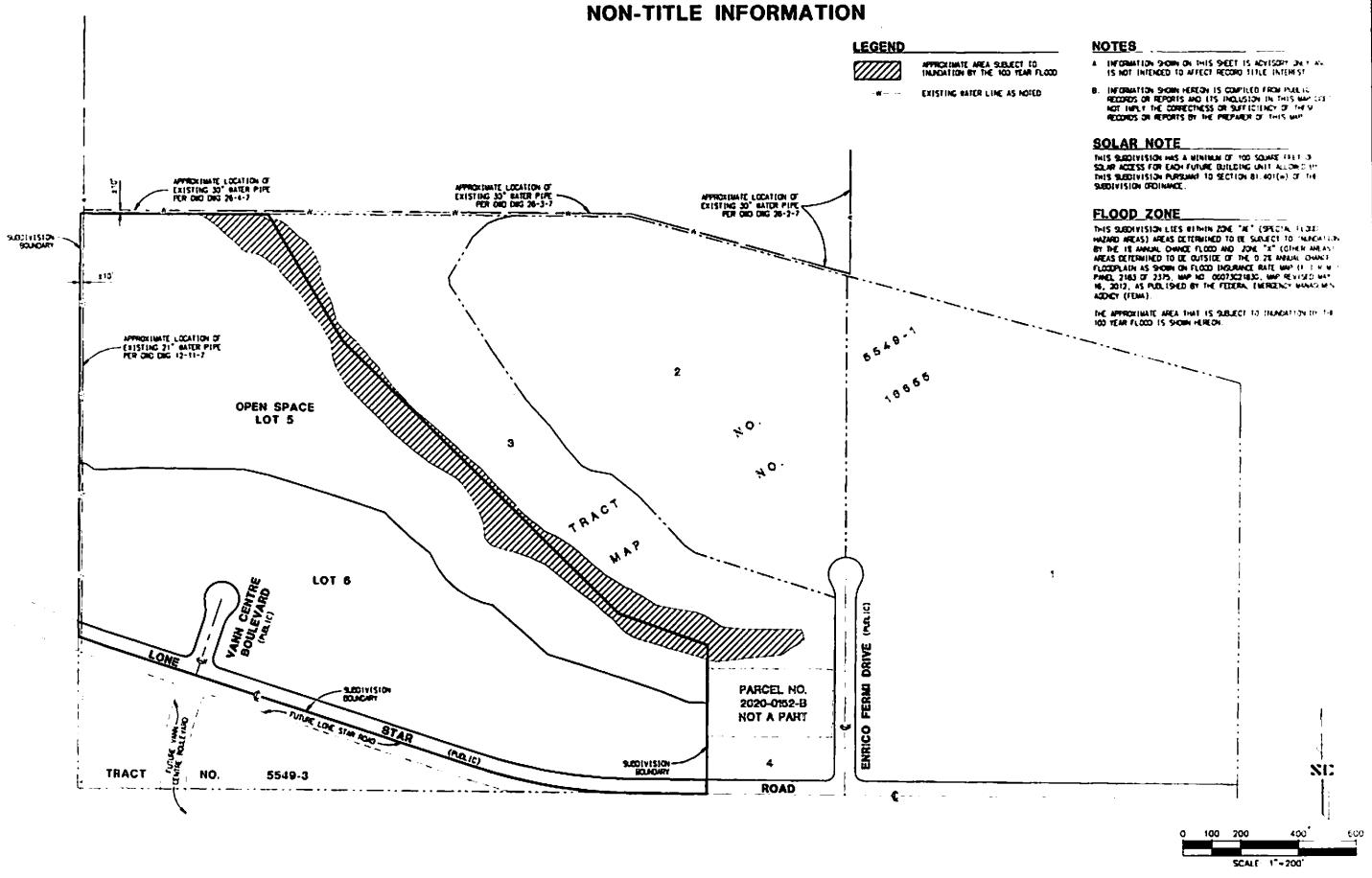
SOLAR NOTE

THIS SUBDIVISION HAS A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH FUTURE BUILDING UNIT ALLOWED IN THIS SUBDIVISION PURSUANT TO SECTION 81.401(E) OF THE SUBDIVISION ORDINANCE.

FLOOD ZONE

THIS SUBDIVISION LIES WITHIN ZONE "X" (SPECIAL FLOOD HAZARD AREAS) DETERMINED TO BE SUBJECT TO "INUNDATION" BY THE 100 ANNUAL CHANCE FLOOD AND ZONE "X" (OTHER ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM)) PNUO 2163 OF 2013, MAP NO. 00673203020, MAP REVIEWED MAY 16, 2012, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

THE APPROXIMATE AREA THAT IS SUBJECT TO INUNDATION IN THE 100 YEAR FLOOD IS SHOWN HEREON.



Prepared by: STEVENS CRESTG ENGINEERS
9065 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123
(619) 594-3640

JOB NO 19015.02

19015 FM U2 06 deg

GMI 15-CODED INDEX 146-17M (x) (GCE 27)

GRADING PLAN - 8062021-102M-13411

COUNTY TM

5549

Attachment B

Joint Agreement to Improve Major Subdivision

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5549-2
(PDS2021-LDMJIP-50088)
(Single District)**

This Joint Agreement ("Agreement") is made and entered into this 9 day of DECEMBER, 2025, between the County of San Diego, State of California ("County"), the San Diego County Sanitation District ("District") and INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation and RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation (collectively "Owner").

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5549-2 , ("Final Map") for the Board's approval and for recording; and

WHEREAS, pursuant to Section 66462 of the Subdivision Map Act and Section 81.407 of the San Diego County Code, the Board requires Owner to make or agree to make certain subdivision improvements; **NOW, THEREFORE**,

FIRST: IMPROVEMENTS. Owner agrees at its own cost and expense to furnish all the labor, equipment and material to perform and complete, and within 730 days from the date of the approval of the Final Map by the Board to perform and complete, in a good, workmanlike manner, according to the plans and specifications referred to below, the following improvements:

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

2. The improvement of the sewer and/or water facilities ("Facilities") as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference. These improvements shall be constructed subject to the following additional terms and conditions:

(a) Owner shall convey to District easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal description and an 8½" X 14" plat of easement for approval by District.

The plat shall be a reproducible transparency with the appropriate District's title block and fully locate and describe the easement. The standard easement processing fee and costs of a policy of title insurance insuring title to the easement in the District shall be paid by Owner.

(b) Owner shall pay District separately on demand the full amount of costs incurred by the District in connection with the work, including plan checking, inspection, materials furnished, and all other expenses of each District directly attributable to the work, plus a reasonable amount for overhead in connection therewith. Owner shall deposit with the District concurrently with the execution of this Agreement the following sums being the estimated amounts of each District's expenses: District - \$ N/A. Should the expenses incurred by District exceed said deposit, Owner shall pay the amount of such excess to the District on demand. Should the District's expenses be less than the amount deposited, the difference shall be refunded upon completion of the work and its acceptance by the District.

(c) Owner shall obtain at its expense, all necessary permits required by County, State or other public agency in connection with the construction of the Facilities.

(d) The Facilities shall be operated by the District to whom they are dedicated in accordance with the rules and regulation of that District. Service connection fees and meter costs are not included in the estimated cost of facilities set forth in the Second Paragraph, but shall be an additional sum paid by Owner in accordance with the District's rate schedule as it from time to time exists.

3. The setting by a licensed surveyor or engineer of all monuments and stakes not installed on the date of recording of the Final Map, and the setting of all previously installed monuments and stakes that were removed, altered or destroyed prior to completion of the improvements and their acceptance by the Board and District, within 30 days of acceptance. Owner hereby further agrees to pay the engineer or surveyor for setting the monuments, and to secure the obligation to pay the engineer or surveyor by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", subject to the following:

(a) Notice of Setting. Pursuant to Section 66497 of the Subdivision Map Act, within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to Owner and County's Director of Public Works ("Director") that final monuments have been set.

(b) Payment of Engineer. Upon payment to the engineer or surveyor for setting the final monuments, Owner shall present to Director

evidence of such payment and receipt thereof by the engineer or surveyor. In this event, Owner's security obligations conditioned on payment to the engineer or surveyor, as required by this Paragraph, shall terminate. Where a cash deposit is given by Owner as security for faithful performance, the Clerk of the Board of County may pay the engineer or surveyor for setting the final monuments from the cash deposit if so directed by Director upon the request of Owner.

(c) Nonpayment. If Owner does not present evidence to Director that he has paid the engineer or surveyor for setting the final monuments, and if the engineer or surveyor notifies Director that he has not been paid by Owner for setting the final monuments, County may, within three months from the date of said notification, pay the engineer or surveyor the amount due from any deposit.

(d) Death or Disability of Engineer. Pursuant to Section 66498 of the Subdivision Map Act, in the event of death, disability or retirement from practice of the engineer or surveyor charged with the responsibility for setting monuments, or in the event of his or her refusal to set such monuments, County may direct Director, or such engineer or surveyor as it may select, to set the monuments. If the original engineer or surveyor is replaced by another, the former may, by letter to Director, release his or her right to set the final monuments to the substitute surveyor or engineer. When the monuments are so set, the substitute engineer shall amend any Final Map in accordance with the correction and amendment provisions of Sections 66469 through 66472 of the Subdivision Map Act. All provisions of this Agreement relating to payment shall apply to the service performed by the substitute engineer or surveyor.

4. If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is subject to the following:

(a) The tops of all slopes shall be diked to prevent water from flowing over the edge of the slope.

(b) All driveways shall be paved not later than October 1, where their slopes exceed two percent (2%).

(c) As soon as grading is completed, but not later than October 1, the entire area not to be paved immediately will be treated with two to four tons per acre straw mulch, 50 lbs. per acre annual rye grass seed or equivalent as determined by the Director at the time of planting, and 100 lbs. per acre actual nitrogen and phosphate (ammonia phosphate 16-20-0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the

mulch to hold it in place and cutting from small leaf ice plants, or approved equivalent ground cover, shall be planted with spacing approved by Director prior to October 15.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director not later than May 15 following the planting of the slopes.

(e) Sandbags shall be placed in gutters as approved by Director.

(f) Catch basins, stilling basins and storm drain system as approved by Director shall be installed.

(g) Owner shall maintain the plantings and erosion control measures described herein until release from such obligation by Director. Owner shall pick up and replace on the slopes all sand intercepted by the sandbags, catch basins and stilling basins after each runoff-producing rainfall.

(h) For purposes of providing for the performance of emergency erosion control work that Director, in his or her sole discretion, deems necessary, Owner shall deposit with Director, the sum of \$ N/A, which sum is independent of any other improvement security required by the terms of this Agreement.

5. Incomplete Offsite Street and Utility Improvements.

(a) In the event this unit or subsequent units of this project require access across streets that have not been improved and accepted into the public maintained road system, and to the extent additional sewer and water facilities to serve this unit or subsequent units are required, Owner agrees to complete said improvements to the satisfaction of Director and, where appropriate, each District prior to requesting acceptance of the improvements secured under this Agreement.

(b) Owner agrees that its obligation under this Agreement shall continue in the event of a transfer or sale of this unit or subsequent units to a person or persons who are not parties to this Agreement.

SECOND: INSPECTION, ACCEPTANCE AND COST ESTIMATE. Owner agrees that the work and improvements required in the First Paragraph, subparagraph 2, above shall be done subject to inspection by and to the satisfaction of the District to whom the improvements will be dedicated, and the improvements shall not be deemed completed until approved and accepted as completed by the accepting District. Owner agrees that all other work and improvements required in the First Paragraph shall be done subject to inspection by and to satisfaction of Director and the improvements shall

not be deemed completed until approved and accepted as completed by the Board. District and Director shall be allowed to inspect their respective facilities during all stages of the construction. District and Director shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction of their respective facilities. The estimated costs of the work and improvements specified in the First Paragraph are itemized as follows:

Improvements of the Streets and/or Easements	\$ 1,792,400.00
Improvements of the Sewer Facilities	\$ 213,500.00
Improvements of the Water Facilities	\$ 586,000.00
Setting of Monuments	\$ 22,000.00
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 2,613,900.00

Owner agrees that its obligation under this Agreement extends to the completion of the designated improvements, and that this obligation is not limited by the amount of these cost estimates. Owner further agrees that these cost estimates are estimates only and are not intended to constitute liquidated damages.

THIRD: PARK LAND AND FEES. (____) If the preceding blank is checked, dedication of land or payment of fees for park or recreational purposes is required for this project. Section 66477 of the Subdivision Map Act and Section 810.103 of the San Diego County Code required the dedication of land, the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes. Owner hereby agrees to dedicate land and/or pay County the sum of \$N/A in satisfaction of these requirements.

If land is to be dedicated, pursuant to Section 810.107(b) of the San Diego County Code, Owner agrees to offer the land for dedication prior to the approval of the Final Map by the Board.

If fees alone are to be paid, or fees are to be paid in combination with the dedication of land, pursuant to Section 810.107 (a) and (c) of the San Diego County Code, Owner agrees to pay the full amount specified above prior to the issuance of any building permit or prior to the date upon which all subdivision improvements are to be completed, whichever occurs first. Owner further agrees to secure the obligation to pay the amount required by this Paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FOURTH: DRAINAGE FEES. If the preceding blank is checked, drainage fees are required for this project. Government Code Section 66483 and Section 810.208 of the San Diego County Code require the payment of drainage fees. Owner agrees to pay drainage fees to County in the amount of \$N/A in satisfaction of these requirements. Owner agrees to pay the full amount specified prior to approval of the Final Map if a reimbursement agreement exists for the Local Drainage Area. If no reimbursement agreement exists, Owner agrees to pay the fees prior to the earliest of the following:

- (a) the date of issuance of any building permit except building permits for model houses;
- (b) the date all subdivision improvements are completed and accepted by County;
- (c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;
- (d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

Owner further agrees to secure the obligation to pay the amount required by this paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FIFTH: TAX AND ASSESSMENT LIENS. Section 66493 of the Subdivision Map Act requires Owner to post security whenever any part of the subdivision is subject to a lien for taxes or special assessments collected as taxes that are not yet payable. Owner hereby agrees to pay, or causes to be paid, when due, all State, County, municipal and local taxes, and the current installment of principal and interest of all special assessments collected as taxes which at the time the Final Map is recorded are a lien against such subdivision, or any part thereof, but which are not yet payable. Owner further agrees to secure the obligation to pay such taxes and assessment liens by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", at the time of submitting this Agreement and Final Map for approval by the Board.

In accordance with Section 81.104 of the San Diego County Code, whenever security pursuant to this Paragraph is filed with the Board, the Clerk of the Board, upon written notification by the Tax Collector that the total amount of such taxes or special assessments has been paid in full, may release the security.

In the event that the taxes or special assessments are allowed to become delinquent, pursuant to Section 66494 of the Subdivision Map Act, the Clerk of the

Board shall apply the proceeds of the security required by this Paragraph to the payment of any such taxes or special assessments, including penalties and costs.

SIXTH: OWNER'S LIABILITY FOR DAMAGES. County, District, and their respective officers or employees shall not be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this Agreement prior to their completion and acceptance. Nor shall County, District, or their respective officers or employees be liable for any person or property injured by reason of the work or improvements. All of the aforesaid liability shall be assumed by Owner. Owner further agrees to protect County, District, and their respective officers and employees from all liability or claim because of, or arising out of, the use of any patent or patented article in conjunction with the construction of the improvements required by this Agreement.

SEVENTH: OWNER'S LIABILITY FOR EXPENSES. County, District, and their respective officers or employees shall not be liable for any portion of the expense of the work or improvements specified in this Agreement, or for the payment for any labor or materials furnished in connection with such work or improvements.

EIGHTH: OWNER'S DUTY TO PROTECT PUBLIC. At all times from the acceptance by County and Districts of the streets and/or easements offered for dedication in this subdivision up to the completion and acceptance of the improvements by the District and the Board, Owner will give good and adequate warning to the public of each and every dangerous condition existing on the property being improved, and will protect the public from any and all such defective or dangerous conditions. It is understood and agreed that, until completion of all improvements to be performed under this Agreement, those improvements to be located in the streets and/or easements not accepted as improved shall be under the charge of Owner for the purposes of this Agreement, and Owner, upon receipt of a street closure permit issued by Director, may close all or any portion of any specified street whenever it is necessary to protect the traveling public during the construction of improvements required by this Agreement. Owner further agrees to pay for the inspection of streets and/or easements as may be required by Director and District.

NINTH: TYPES OF IMPROVEMENT SECURITY. Pursuant to Sections 66462 and 66499 of the Subdivision Map Act, it is further agreed that Owner shall file a security with the District and the Clerk of the Board at the time of submitting this Agreement and Final Map for approval by the Board. The security shall consist of one of the following types:

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the District and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

3. An instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the obligations of this Agreement are on deposit and guaranteed for payment; or

4. An irrevocable standby letter of credit from one or more financial institutions subject to regulation by the state or federal government.

TENTH: SECURITY. Security shall be in the following amounts and shall fulfill the following purposes:

1. Security for Faithful Performance. Security shall be provided to ensure the faithful performance of all acts and improvements required by this Agreement in amounts not less than one-hundred percent (100%) of the total estimated costs of the improvements or of the acts to be performed as set forth in the Second Paragraph, more specifically described as follows:

Work and Improvements	\$ 2,613,900.00
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 2,613,900.00

(a) Owner's Failure to Perform. In the event Owner fails to complete the acts, improvements, or contractual obligations specified herein within the time and upon the terms and conditions of this Agreement, County or District may jointly or severally and independently pursue any or all of the following remedies:

(1) Cause such portions of the work to be done and take such protective measures as are deemed necessary to complete the work. Accordingly, Owner agrees that County, District, or their agents, employees or representatives may enter upon Owner's property to effect the appropriate work and necessary measures.

(2) Apply the security for faithful performance, or any balance thereof, to the construction or completion of the work or installation of improvements or the satisfying of any contractual obligation remaining pursuant to this Agreement.

(3) Pursue legal remedies in any court of competent jurisdiction for damages not covered by the security or to seek specific performance of the terms and conditions of this Agreement.

(b) Release of Security

(1) Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 81.408 of the San Diego County Code, in the event that the work and improvements specified in the First Paragraph are completed within the time and upon the terms and conditions of this Agreement, Owner is entitled to a release of the security in a sum equal to ninety-five percent (95%) of the value of such security originally pledged, less previous payments advanced.

(2) Partial Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 66499.7 of Subdivision Map Act and upon the partial performance of the work as it progresses, Owner may be entitled to partial releases of the security for work and improvements specified in the First Paragraph. However, no reduction in such security will be authorized (1) where Director or District determine that more than fifty percent (50%) of the amount of work remains to be completed; (2) where the reduction results in a remaining security of less than 5 percent (5%) of the original security; or (3) where there has been twice previously processed partial releases of such security in conjunction with this Agreement.

No reduction in security for the work and improvements specified in the First Paragraph will apply to the required warranty period described below, to the five percent (5%) determined necessary for such warranty, or to costs, fees, and reasonable expenses, including attorney's fees.

(3) Completion of Acts Not Involving Work and Improvements Specified in the First Paragraph. Owner is entitled to a release of one-hundred percent (100%) of the security posted for performance of acts or contractual obligations that do not involve the performance of the work and improvements specified in the First Paragraph upon completion of such acts and/or contractual obligations.

(c) Any release of security related to an improvement or obligation subject to the approval by an agency other than County shall be subject to Section 66499.8 of the Subdivision Map Act.

2. Security for Payment. Good and sufficient security in an amount not less than fifty percent (50%) of the estimated costs specified in the Second Paragraph of the work and improvements required in the First Paragraph, securing payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the contractors or subcontractors for the improvements. This security shall inure to the benefit of any and all person, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this security.

This security for shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 2 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code and after acceptance of the work by County and District, be reduced to an amount not less than the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to County and District, and if no such claims have been recorded, the security may be released in full.

3. Warranty. A one (1) year warranty of the work and improvements specified in the First Paragraph secured by continuing in effect for a period of one (1) year five percent (5%) of the security for faithful performance for such work and improvements by County and District. Pursuant to this warranty, Owner, at its sole expense, agrees to repair or replace any and all work required under this Agreement that may prove defective in workmanship and/or materials, together with any other work which may be affected by this repair, within a one (1) year period from the date of acceptance of the work and improvements by County and District. Work necessitated, however, by ordinary wear and tear, or unusual abuse or neglect, shall not be included in this warranty.

Director or District shall give Owner notice of the existence of such defects in their respective facilities with reasonable promptness. Owner shall notify Director or District upon completion of such repairs. Should Owner fail to comply with County or District request for repairs within one (1) week of receiving the written notification, County or District is authorized to have the defects repaired and made good at the expense of Owner who hereby agrees to pay the cost for such work immediately upon demand. In an emergency, County or District may repair any defect in their respective facilities without prior notification to Owner. A County or District decision to repair defects in no way relieves Owner of the warranties given in this provision.

ELEVENTH: CHANGES. Upon consent by Owner, County or District may make changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the First Paragraph that do not exceed ten percent (10%) of the original estimated cost of the work and improvements and that Director or District determines to be necessary and desirable for the proper

completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

TWELFTH: EXTENSION OF TIME. It is further agreed by and between the parties that in the event it is deemed necessary to extend the time of completion of the work and improvements contemplated under this Agreement, said extension may be granted by the Board or District upon Owner's request, by the Board unilaterally, or by District with the Board's approval, and shall in no way affect the validity of this Agreement or release any security obligations given for the faithful performance of this Agreement.

THIRTEENTH: COSTS OF ENFORCING JUDGMENT. As part of the security given for the faithful performance of this Agreement and in addition to the face amount specified therefor, there shall be included costs and reasonable fees, including reasonable attorney's fees, incurred by County or District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FOURTEENTH: EXERCISE OF RIGHTS BY DISTRICT OR COUNTY. Whenever in this Agreement reference are made to the rights of "County and/or District" or to "County or District" and the exercise of rights, the parties hereto agree that such rights may be exercised by County or District (1), jointly, or (2) severally and individually with County or District acting independently of one another.

FIFTEENTH: GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California. Owner consents to personal jurisdiction in such courts and hereby waives any defense of lack of personal jurisdiction.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the date first above written.

COUNTY OF SAN DIEGO

By: 

Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: 

SENIOR DEPUTY

SAN DIEGO COUNTY SANITATION DISTRICT

By: 

Clerk, Board of Directors

OWNERS

INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation

By: David Wick, Vice President

RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation

By: David Wick, Vice President

Notes: (1) Signatures must be acknowledged; and,
(2) Appropriate security must be attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 San Diego }On December 12, 2025 before me, JANEY E. VALDIVIA, Notary Public —

Date

Here Insert Name and Title of the Officer

personally appeared Andrew James Potter

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Joint Agreement to Improve Major Subdivision County of SAN
Document Date: 12/9/25 Diego tract no. 5549-2 Number of Pages: 15 including
cont.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

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.

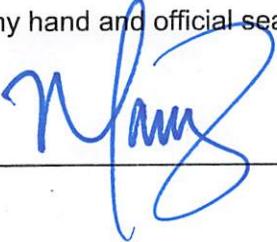
State of California
County of San Diego)

On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick -----,
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)

My Commission Expires: November 19, 2026

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.

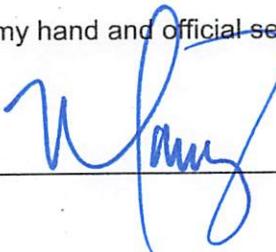
State of California
County of San Diego)

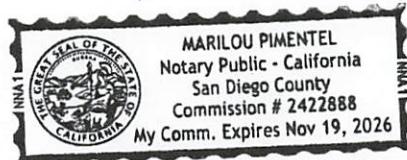
On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick, 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 



My Commission Expires: November 19, 2026

Attachment C

Faithful Performance

Bond

**JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND
(PDS2020-LDMJIP-50087)**

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District") and INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation and RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation (collectively "Owner"). have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5549-2**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5549-2" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

WHEREAS, Owner is required under the terms of the Joint Agreement to Improve to furnish security in accordance with Section 66499 of the Subdivision Map Act.

NOW, THEREFORE, Owner and the MARKEL INSURANCE COMPANY, organized and existing under the laws of the State of Illinois, and authorized to act as surety in the State of California, are held and firmly bound unto the County of San Diego ("County") and the District in the penal sum of **Two Million Six Hundred Thirteen Thousand Nine Hundred Dollars and No/100 (\$ \$ 2,613,900.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Owner, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Joint Agreement to Improve and any alteration thereof made as herein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County and the District, its officers, agents and employees of each, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect, subject to the following:

1. As the work required under the Joint Agreement to Improve proceeds, Owner may submit written requests to the Director of Public Works of the County (hereinafter referred to as Director) and the District for a reduction in the penal amount of this surety bond. If the Director and the District are satisfied that the amount of the surety bond

may be reduced, then, upon inspecting the work performed and verifying the percentage and value of the work remaining to be completed, the Director and the District may authorize the reduction, subject to the restrictions in the section entitled "Amounts of Security" of the Joint Agreement to Improve.

When the Director and the District approve a reduction in the surety bond, they shall notify Owner in writing of the acceptable amount of reduction. When substitute security in the reduced amount has been approved by the legal counsels for the County and the District, the Clerk of the Board of Supervisors and the Clerk for the District are authorized to return the original security to the surety.

2. In the event that performance is not completed with the time period specified in the Joint Agreement to Improve, or within any time extension granted pursuant to the terms of the Joint Agreement to Improve, then, upon receipt of notification and demand by the Director of the District, the surety may promptly remedy the default, or shall promptly:

a. Complete the Joint Agreement to Improve in accordance with its terms and conditions, or

b. Pay such portion of the proceeds of the surety bond to County and the District as they jointly determine is necessary to complete the required performance and to reimburse each for reasonable costs incident thereto. Any proceeds of the surety bond remaining after completion of performance and reimbursement of actual County and District costs shall be refunded to the surety.

3. In the event that the performance required under the Joint Agreement to Improve is completed and accepted by the Board of Supervisors, pursuant to Section 81.408 of the San Diego County Code and the District, Owner is entitled to a 95% reduction in the penal amount of the original surety bond shall continue in effect for one year following completion and acceptance of the required performance in order to secure the warranty. Security for the remaining five percent (5%) of the original surety bond shall continue in effect for one year following completion and acceptance of the required performance in order to secure the warranty.

4. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County or District in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

5. Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Joint Agreement to Improve or to the work to

be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this surety bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Joint Agreement to Improve or to the work or to the specifications.

6. Surety hereby agrees to bind itself to, and to perform in strict accordance with, the provisions of this surety bond and the provisions of the Joint Agreement to Improve which pertain to security and security obligations.

7. The parties acknowledge that the Joint Agreement to Improve is appended to this surety bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on November 14th, 2025.

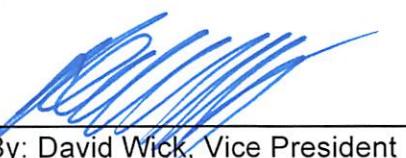
OWNERS

INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation



By: David Wick, Vice President

RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation



By: David Wick, Vice President

Surety name and address

MARKEL INSURANCE COMPANY
3111 Camino Del Rio N., Suite 900
San Diego, CA 92108

Attorney-in-Fact, Andrew Marquis



Notes: (1) Acknowledgement of execution by Principals and surety must be attached.
(2) Bonds must be attached to the Joint Agreement to Improve with its attached plans and specifications.

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: International Industrial Park, Inc.

Obligee: Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District

Amounts: \$2,613,900.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

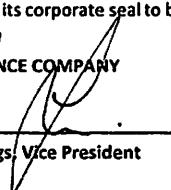
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January , 2023.

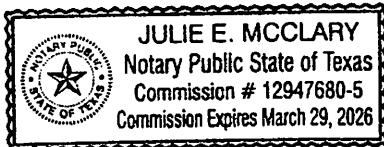
State of Texas
County of Travis:

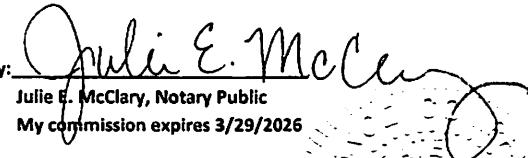


MARKEL INSURANCE COMPANY

By: 
Lindey Jennings, Vice President

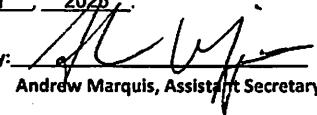
On this 13th day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 14th day of November, 2026.

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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.

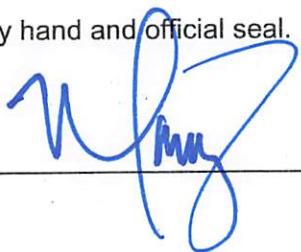
State of California
County of San Diego)

On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick -----, 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)

My Commission Expires: November 19, 2026

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 San Diego)

On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick -----, 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)

My Commission Expires: November 19, 2026

Attachment D
Labor and Material
Bond

**JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND
(PDS2020-LDMJIP-50087)**

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District") and INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation and RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation (collectively "Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5549-2**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5549-2" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

WHEREAS, under the terms of the Joint Agreement to Improve, Owner is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of San Diego ("County") and the District 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.

NOW, THEREFORE, Owner and MARKEL INSURANCE COMPANY, organized and existing under the laws of the State of Illinois, and authorized to act as surety in the State of California, are held firmly bound unto the County, District, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Joint Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **One Million Three Hundred Six Thousand Nine Hundred Fifty Dollars and No/100** (\$ 1,306,950.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all person, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, subject to the following:

1. Six months after completion and acceptance of the work by the Board of Supervisors, and the District, when no claim of lien and no suit has been filed within the time for filing claims of liens to enforce a claim, the Clerk of the Board of Supervisors is authorized to return this surety bond to Owner, provided, however, the written consent of Owner, Director of Public Works of County, the District and the Contractor shall first be obtained. The Director of Public Works shall furnish written consent only upon certification from the title company that there are no claims of liens or suits filed to enforce a claim of lien or record.

2. The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Joint Agreement to Improve or to the work to be performed thereunder or to the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition to the terms of the Joint Agreement to Improve or to the work or to the specification.

3. Surety hereby agrees to bind itself to, and to perform in strict accordance with, the provisions of this surety bond and the provisions of the Joint Agreement to Improve which pertain to security and security obligation.

4. The parties acknowledge that the Joint Agreement to Improve is appended to this surety bonds.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, November 14th, 2025.

OWNERS

INTERNATIONAL INDUSTRIAL PARK, INC, a California corporation, formerly known as RANCHO DE LA FUENTE, a California corporation, which acquired title as 275 CORPORATION, a California corporation



By: David Wick, Vice President

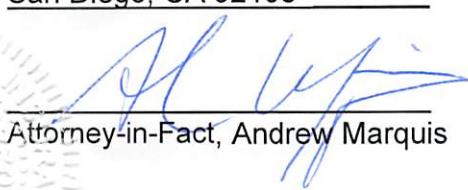
RANCHO VISTA DEL MAR, a California Corporation, formerly known as 3250 CORP., a California corporation



By: David Wick, Vice President

Surety name and address

MARKEL INSURANCE COMPANY
3111 Camino Del Rio N., Suite 900
San Diego, CA 92108



Attorney-in-Fact, Andrew Marquis

Notes: (1) Acknowledgments of execution by Principals and Surety must be attached;
and
(2) Bond must be attached to the Joint Agreement to Improve with its attached
plans and specifications.

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: International Industrial Park, Inc.

Obligee: Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District

Amounts: \$1,306,950.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

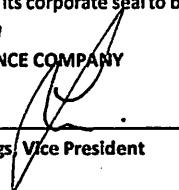
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January , 2023.

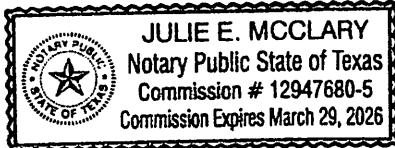
State of Texas
County of Travis:

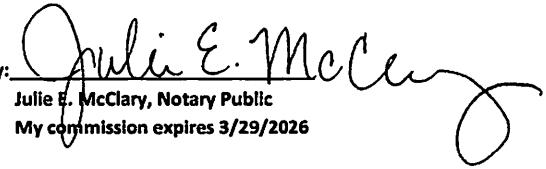


MARKEL INSURANCE COMPANY

By: 
Lindey Jennings Vice President

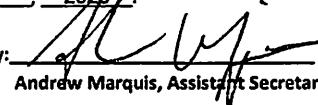
On this 13th day of January , 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 14th day of November , 2026.

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

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.

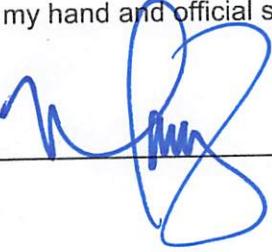
State of California
County of San Diego)

On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick,
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)

My Commission Expires: November 19, 2026

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.

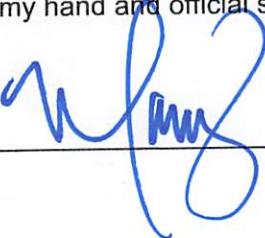
State of California
County of San Diego)

On November 17, 2025 before me, Marilou Pimentel, Notary Public
(insert name and title of the officer)

personally appeared David Wick -----, 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)

My Commission Expires: November 19, 2026

Attachment E

Tax Certification



100
San Diego County
Treasurer-Tax Collector
1600 Pacific Highway,
Room 162



Recording Requested By and
When Recorded Mail To:

Stevens Cresto Engineers
9665 Chesapeake Dr, Ste 200
San Diego, CA 92123

DOC# 2025-6000181



Nov 14, 2025 12:59 PM
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$12.00
PAGES: 1

FILED

THIS SPACE RESERVED FOR THE RECORDER'S OFFICE USE

This certificate must be filed with the San Diego County Recorder, and a conformed copy delivered to the appropriate legislative bodies within the County of San Diego

MAP TAX CLEARANCE CERTIFICATE

No 25-165

TTC FILE NO 7914

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

As duly appointed Deputy for the Treasurer-Tax Collector of the County of San Diego, State of California, I certify that I have examined the records of my office as to delinquent taxes and assessments collected by the County of San Diego for the property within the subdivision or parcel map known as,

COUNTY OF SAN DIEGO TRACT NO. 5549-2

A final map is about to be filed with the appropriate legislative body in the County of San Diego for approval, and I hereby certify that according to the records of this office, there are NO liens against said subdivision or parcel map, or any part thereof, for unpaid State, County, Municipal or local taxes or special assessments collected as taxes for the lien date fiscal year 2025-26, except taxes or special assessments not yet payable

I further certify that there are against the parcel or parcels of real property within which the subdivision or parcel map is situated a lien for State, County, and local taxes, and special assessments collected as taxes which are not yet payable, and which I estimate as follows:

Tax Surety Bond Required **NO**

Bond Required for State, County, School and Special District Taxes **\$0.00**

Located in Unincorporated Area

THIS CERTIFICATE VOID AFTER:

December 31, 2025

IN WITNESS WHEREOF,
I have hereunto set my hand this date

November 14, 2025

SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

There are 1 Parcel Number(s):

646-080-34-00

By: Fortunata Pena
Deputy, Fortunata Pena

NOV 14 2025

This is a true certified copy of the record
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Jordan Z. Marks

JORDAN Z. MARKS
Assessor/Recorder/Clerk
San Diego County, California

S. Sangthai
Deputy

S. Sangthai

Attachment F

Director Approval

Attachment F

Director Approval



County of San Diego, Planning & Development Services

December 9, 2025

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5549-2:

APPROVAL OF FINAL MAP, ACCEPTANCE OF RELATED EASEMENTS AND APPROVAL OF AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS FOR INTERNATIONAL INDUSTRIAL PARK TENTATIVE MAP NO. 5549-2 LOCATED IN THE OTAY SUBREGIONAL PLAN (DISTRICT: 1)

OVERVIEW: This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5549-2; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision for public and private improvements. International Industrial Park Tentative Map No. 5549-2 is a subdivision consisting of two (2) lots, of which one (1) will be for biological open space easement on 58.53 acres. The project is located north of Lone Star Road between Vann Centre Blvd and Alta Road intersection in the Otay Subregional Plan Area within the unincorporated San Diego County.

RECOMMENDATION(S)

DEPUTY DIRECTOR, PLANNING & DEVELOPMENT SERVICES (PDS)

1. Find that the approval of the Final Map (Attachment A), the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) (Attachment B) and associated actions for County of San Diego (County) Tract No. 5549-2 is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the CEQA Guidelines because the proposed request is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA review was completed in connection with the approval the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval. Therefore, the request will not result in a direct or reasonably foreseeable indirect physical change in the environment.
2. Approve the Final Map for County Tract No. 5549-2.
3. Accept, on behalf of the public, Vann Centre Boulevard, the portion of Lone Star Road, and portion of Lot 6 reserved for future use as a public street, together with the right to extend and maintain drainage facilities, excavation and embankment slopes beyond the limits of the right-of-way, as dedicated on the Final Map.

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4. Accept, on behalf of the public, the relinquishment and waiver of the access rights from Lot 6 in and to Vann Centre Boulevard except at access openings Nos 5 and 6.
5. Accept, on behalf of the public, the relinquishment and waiver of access rights in and to Lone Star Road, as shown on the Final Map.
6. Accept, on behalf of the public, the relinquishment and waiver of access rights from Lot 6, reserved for future street in and to Lone Star Road, shown on the Final Map.
7. Accept, on behalf of the County, the landscape easements, as shown on the Final Map.
8. Approve and authorize the Clerk of the Board of Supervisors (Clerk) to execute the Joint Agreement for Improvements, which includes street improvements, drainage facilities, water facilities, sewer facilities, and final monumentation.
9. Authorize the Clerk to forward the Final Map to the County Recorder for recordation.

In accordance with the authority granted by Ordinance No. 10529 (N.S.), effective 5-18-18, I hereby approve the actions as recommended and certify that the foregoing is full, true and correct.

Mark Slavick

**VINCE NICOLETTI, DIRECTOR
PLANNING & DEVELOPMENT SERVICES**