



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

June 24, 2025

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF FINAL MAP APPLICATION

County of San Diego Tract No. 5510-1

The Director of Planning & Development Services is reviewing a Final Map application for approval. The Final Map, County Tract No. 5510-1, is in the Fallbrook Community 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. 5510-1; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for public improvements.

Pacifica Estates Subdivision Map No. 5510 is a subdivision consisting of 25 lots, including 21 residential lots, 2 HOA common area lots for detention basins, and 2 biological open space lots to preserve wetlands on 17.224 acres parcel. The project is located east of S. Mission Road and north of S. Stage Coach Lane in the Fallbrook 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

Joint Agreement to Improve Major Subdivision

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5510-1
(PDS2017-LDMJIP-50042)**

This Joint Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, between the County of San Diego, State of California ("County"), the Fallbrook Public Utilities District ("District") and Pacifica Estates LLC, a California limited liability company ("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. 5510-1, ("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	\$ 1,822,800
Improvements of the Sewer Facilities	\$ 308,500
Improvements of the Water Facilities	\$ 345,000
Setting of Monuments	\$ 33,000
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 2,509,300

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	\$ 2,509,300
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 2,509,300

(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

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: Emily Helms
SENIOR DEPUTY

FALLBROOK PUBLIC UTILITIES DISTRICT

By: _____
Printed Name
Printed Title

Pacifica Estates LLC, a California limited liability company, as Owner

By: 
Jose Luis Islas, Managing Member

SEE ATTACHED CALIFORNIA CERTIFICATE

Edna E. Vargas
1/24/25

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 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 1/24/25 before me, Edwin F. Vargas, Notary Public
personally appeared Jose Luis Islos

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

EFV

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Tract No. 5510-1

Document Date: 1/24/25 Number of Pages: 13

Signer(s) other than named above: none

Attachment B
Timely Filed Letter



County of San Diego

VINCE NICOLETTI
DIRECTOR

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

April 15, 2025

PACIFICA ESTATES
PO BOX 232488
Encinitas, CA 92023
Sent Via Email: joseluisislas64@yahoo.com

Dear Applicant:

TIMELY FILING OF FINAL MAP FOR COUNTY OF SAN DIEGO TRACT NO. 5510-1,
TENTATIVE MAP NO. 5510 FALLBROOK COMMUNITY PLAN AREA, DISTRICT 5

This is to give notice that the applicant/owner has satisfied all conditions in the Resolution of Approval as approved by the Planning Commission of the San Diego County on April 22, 2016. In accordance with Section 66452.6(d) of the California Subdivision Map Act, the above mentioned map is deemed timely filed.

If you have any questions, please contact me by telephone: (619)346-9161 or email: Gregory.Anderson@sdcounty.ca.gov.

Sincerely,

Greg Anderson

Gregory Anderson, LD Project Manager
Planning & Development Services

cc: Mark Sanchez <jmsconsulting56@gmail.com>
David Wiener <dwiener@mbakerintl.com>
Jacob Armstrong-PDS Chief
Mark Slovick-PDS Deputy Director

Attachment C
Faithful Performance
Bond

**JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND**

(PDS2017-LDMJIP-50042) Bond No. 443 90 57

Premium: \$40,612.00

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the Fallbrook Public Utilities District ("District"), and Pacifica Estates LLC, a California limited liability company ("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. 5510-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5510-1" ("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 SureTec Insurance Company, organized and existing under the laws of the State of Texas, 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 Five Hundred Nine Thousand Three Hundred Dollars and No/100 (\$ 2,509,300.00)** 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.

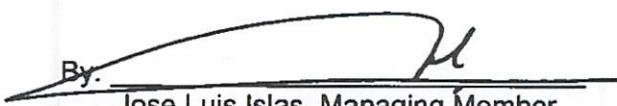
5. Surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Joint Agreement to Improve or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this surety bond, and it 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.

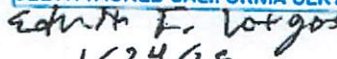
IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on January 21, 2025.

Pacifica Estates LLC, a California limited liability company, as Owner

By. 

Jose Luis Islas, Managing Member

SEE ATTACHED CALIFORNIA CERTIFICATE


1/24/25

Surety name and address

SureTec Insurance Company
2103 CityWest Blvd., Suite 1300
Houston, TX 77042.


Attorney-in-Fact Sibux Munyon

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.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 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 1/24/25 before me, Edwin F. Vargas, Notary Public
personally appeared Jose Luis Islas

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 [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Transmittal

Document Date: 1/24/25 Number of Pages: 2

Signer(s) other than named above: none

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

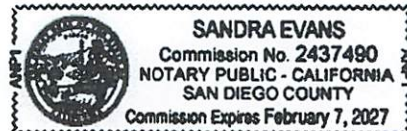
On 1/21/2025 before me, Sandra Evans, Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon
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 Sandra Evans (Seal)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sioux Munyon

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 or 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

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, 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 resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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 and 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 of 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 Corporate Secretary.

Be it 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of September, A.D. 2019.

State of Texas
County of Harris

ss:

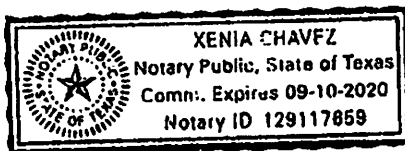


SURETEC INSURANCE COMPANY

By:

John Knox Jr., CEO

On this 13th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC 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.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a 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 Houston, Texas this 21st day of January, 2025, A.D.

M. Brent Beaty, 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 any business day between 8:30 am and 6:00 pm CST.

Attachment D

Labor and Material

Bond

JOINT IMPROVEMENT SECURITY AGREEMENT

LABOR AND MATERIAL BOND Bond No. 443 90 57

(PDS2017-LDMJIP-50042) Premium Incl In Perf Amount

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the Fallbrook Public Utilities District ("District"), and Pacifica Estates LLC, a California limited liability company ("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. 5510-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5510-1" ("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 SureTec Insurance Company, organized and existing under the laws of the State of Texas, 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 Two Hundred Fifty Four Thousand Six Hundred Fifty Dollars and No/100 (\$1,254,650.00)**, 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 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, January 21, 2025.

Pacifica Estates LLC, a California limited liability company, as Owner

By: _____

Jose Luis Islas, Managing Member

Surety name and address

SureTec Insurance Company
2103 CityWest Blvd., Suite 1300
Houston, TX 77042.

SEE ATTACHED CALIFORNIA CERTIFICATE

Edwin F. Vargas
1/24/25

Attorney-in-Fact Sioux Munyon

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 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 1/24/25 before me, Edwin F. Vargas, Notary Public
personally appeared Jose Luis Islas

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 EV
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Transmittal

Document Date: 1/24/25 Number of Pages: 2

Signer(s) other than named above: none

- 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.

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

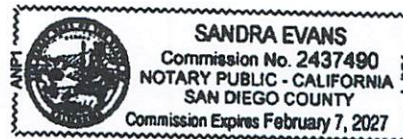
On 1/21/2025 before me, Sandra Evans, Notary Public
(insert name and title of the officer)

personally appeared Sioux Munyon
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 Sandra Evans



(Seal)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sloux Munyon

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 or 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

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, 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 resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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 and 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 of 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 Corporate Secretary.

Be it 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of September, A.D. 2019.



SURETEC INSURANCE COMPANY

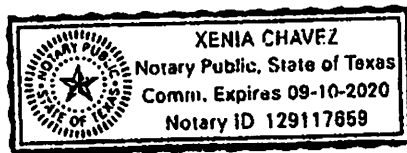
By:

John Knox Jr., CEO

State of Texas
County of Harris

ss:

On this 13th day of September, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC 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.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a 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 Houston, Texas this 21st day of JANUARY, 2025, A.D.

M. Brent Beaty, 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 any business day between 8:30 am and 5:00 pm CST.

Attachment E
Tax Certification



DAN McALLISTER
San Diego County
Treasurer-Tax Collector
1600 Pacific Highway, Room 162
San Diego, CA 92101



Recording Requested By and
When Recorded Mail To:

Neva Coblan
9635 Granite Ridge Dr., Suite 300
San Diego, CA 92123

DOC# 2025-6000009



Jan 31, 2025 10:31 AM
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 **25-010**

TTC FILE NO.7736

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

I, Dan McAllister, certify that I am the duly qualified and elected Treasurer - Tax Collector of the County of San Diego, State of California; 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 MAP 5510-1 PACIFICA ESTATES

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 **YES**

Bond Required for State, County, School and Special District Taxes: **\$27,500.00**

Located in **Unincorporated Area**

THIS CERTIFICATE VOID AFTER:

September 15, 2025

There are 7 Parcel Number(s):

106-151-12-00	106-151-13-00
106-251-01-00	106-251-03-00
106-251-18-00	106-251-24-00
106-500-29-00	

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

January 31, 2025

DAN McALLISTER
SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

By:

Cynthia Beltran
Deputy, Cynthia Beltran

Attachment F
Director Approval



County of San Diego, Planning & Development Services

June 24, 2025

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5510-1

APPROVAL OF FINAL MAP, ACCEPTANCE OF RELATED EASEMENTS AND APPROVAL OF AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS FOR PACIFICA ESTATES TENTATIVE MAP NO. 5510 LOCATED IN THE FALLBROOK COMMUNITY PLAN AREA (DISTRICT: 5)

OVERVIEW: This item is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5510-1; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision for public and private improvements. Pacifica Estates Tentative Map No. 5510 is a subdivision consisting of 25 lots, including 21 residential lots, 2 HOA common area lots for detention basins, and 2 biological open space lots to preserve wetlands on 17.224 acres parcel. The project is located east of S. Mission Road and north of S. Stage Coach Lane in the Fallbrook Community 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. 5510-1 is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines because 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. The proposed action is administrative in nature as it involves the extension of performance completion dates in subdivision improvement agreements. CEQA review was completed in connection with the approval of each 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. Therefore, the proposed action is not subject to CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines.
2. Approve the Final Map for County Tract No. 5510-1.

3. Accept, on behalf of the County, a perpetual aviation easement and right-of-way for the use and benefit of the public for the free and unobstructed passage of aircraft in, through, and across all the airspace above the entire area of this subdivision. Together with the continuing right to cause or allow in all the airspace above the surface of grantor's property such noise, vibrations, fumes, dust, fuel particles and other effects as may cause by or result from the operation of aircraft.
 4. 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, and final monumentation.
 5. 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.

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



PUBLIC WORKS

5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

MARISA K. BARRIE, PE
DIRECTOR

May 26, 2025

To: Clerk of the Board of Supervisors (A-45)

From: Kamilah James, Public Works Manager
Department of Public Works (O350)

PROJECT CLOSURE AND BOND RELEASE FOR TM 5628-1

On May 26, 2025, the County of San Diego, Department of Public Works accepted completion of the street and drainage improvements for County of San Diego Tract No. 5628-1. In the Notice of Completion, paragraph No. 6, the existing Improvement Security Agreement Faithful Performance Bond No. PB00618100113 is reduced by ninety-five percent immediately, leaving a remaining five percent retention amount of \$24,250.00. This amount is to be released at the end of a one-year warranty period, which begins on May 26, 2025, and terminates on May 26, 2026. Please release this amount at that future date.

Similarly, in the Notice of Completion, paragraph No. 8, the associated Labor and Material Bond No. PB00618100113, is to be released after a six-month period, effective November 26, 2025, should no claims be filed against it, with the Board.

Please find enclosed, for your review, an Acceptance of Completion Letter, a Notice of Completion, and the Acceptance of Work for Street(s) and /or Portion(s) of Street(s) and Drainage Facilities.

Any questions or correspondence regarding the above should be addressed to Emily Jacobson, Senior Civil Engineer, at (619) 510-2729.

Sincerely,

A handwritten signature in black ink, appearing to read "Kamilah James", written over a horizontal line.

KAMILAH JAMES
PUBLIC WORKS MANAGER
PRIVATE DEVELOPMENT CONSTRUCTION INSPECTION

TO: Public Works Manager, Private Development Construction Inspection

FROM: Senior Civil Engineer, Private Development Construction Inspection

SUBJECT: Completion of the Improvements for 1118 N. Anza Street Townhomes
Public Improvement PDS2020-LDPIIP-60080

Does project have public roads with any structures per DLI-RO-A: Y or N ?

If "Yes" how many?

Provide copy of R/P with locations highlighted with approval package to Kamilah James

The work on the subject subdivision has been completed in conformance with the approved plans and specifications.

Edgar Martinez

Digitally signed by Edgar
Martinez
Date: 2024.05.15 11:24:24 -07'00'

(PDCI Inspector)

7/1/24

(Date)

CONCURRENCES:

Operations-Maintenance Division

R.D.

Superintendent

Roberto.DeLaTorre@sdco
unty.ca.gov

Digitally signed by
Roberto DeLaTorre@sdco.unty.ca.gov
Date: 2024.05.15 12:48:43 -07'00'

(Date)

Street Lighting District

M.K

Superintendent

Michael Krosky

Digitally signed by Michael Krosky
Date: 2024.05.15 14:10:53 -07'00'

(Date)

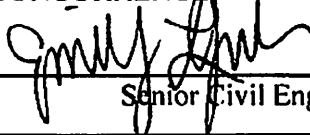
Forwarded To: Senior Civil Engineer, Private Development Construction Inspection

Via: Office Support Branch

	<u>Initial</u>	<u>Date</u>	
Street Lighting District Cleared	MK	05/15/2024	✓
Street Lighting District Fees Paid	MK	05/15/2024	✓
Water District Release	<u>EM</u>	<u>12/13/23</u>	<u>EJ</u>
Sewer District Release (incl. County Bond.)	<u>EM</u>	<u>7/1/24</u>	<u>EJ</u>
Fire District Release	<u>---</u>	<u>---</u>	<u>---</u>
Engineer Certification	<u>EM</u>	<u>6/26/23</u>	<u>EJ</u>
Fiscal Clearance	<u>EM</u>	<u>7/1/24</u>	✓
Traffic Signals	<u>N/A</u>	<u>---</u>	<u>---</u>
WPP Acceptance of TCBMPs	<u>EM</u>	<u>6/30/23</u>	<u>EJ</u>

The work has been completed in the subject project and can be recommended for acceptance by the Board of Supervisors.

CONCURRENCE:



Senior Civil Engineer

5/2/25

(Date)

CONCURRENCE AND APPROVAL TO CLOSE FILE:



Public Works Manager

5/15/2025

(Date)



PUBLIC WORKS

5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

MARISA K. BARRIE, PE
DIRECTOR

May 26, 2025

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Dear Sir/Madam:

ACCEPTANCE AND COMPLETION OF STREET AND DRAINAGE IMPROVEMENTS FOR 1118 N. ANZA STREET TOWNHOMES, TM 5628-1; RECORD ID: PDS2020-LDPIIP-60080, RECORD ID: PDS2020-LDMJIP-50080; RECORD MAP NO. 16482 IN DISTRICT NO. 2

The Department of Public Works has determined that construction of street and drainage improvements has been completed in conformance with the approved plans for the County of San Diego Tract No. 5628-1.

Attached are copies of the Notice of Completion requesting the release of portions of Bond No. PB00618100113, and the Acceptance of Street(s) and/or Portion of Street(s) as Part of the County Maintained Road System.

Any correspondence regarding the above should be addressed to:

Department of Public Works
5510 Overland Avenue, Suite 310
San Diego, CA 92123-1295
Attention: Kamilah James

If you have any questions or need additional information, please contact Emily Jacobson, Senior Civil Engineer, at (619) 510-2729.

Sincerely,

SAMIR M. NUHAILEY, County Engineer
Department of Public Works

Attachments: Notice of Completion; Certificate Accepting Streets into the County Maintained Road System.

cc: US Dept. of Housing & Urban Dev.; DPW Transportation Division, Road Registrar (O334); Traffic Section (O338); Materials Lab (O90); Land Development (O336); CIP Project Development (O340); Anza Street 39, LLC, 740 Lomas Santa Fe Drive, Suite 204, Solana Beach, CA 92075; SB&O, Inc. 3990 Ruffin Road, Suite 120, San Diego, CA 92123.

NOTICE OF COMPLETION

1. Pursuant to the Subdivision Map Act of the State of California and Division 1 of Title 8 of the San Diego County Code, on the 7th day of December, 2021, Anza Street 39, LLC, a California Limited Liability Company (the Owner), entered into an agreement with the County of San Diego Sanitation District (District) and the County of San Diego, State of California (the County) to construct and install certain improvements in that certain subdivision known as County of San Diego Tract Map 5628-1; Record Map No. 16482, said improvements consisting of street and drainage improvements in the Lakeside Community Plan Area.
2. Said agreement, including the plans and specifications for said improvements, is on file in the office of the Clerk of the Board of Supervisors of the County of San Diego.
3. Said improvements were completed and accepted by the County Engineer of Public Works of the County of San Diego on the 26th day of May 2025.
4. Said improvements are under control and ownership of the County of San Diego.
5. The name of the surety on the subdivider's Bonds guaranteeing construction of said improvements and the payment of labor and material is Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA, 19004-095.
6. The Joint Improvement Security Agreement Faithful Performance Bond No. PB00618100113 is in the amount of \$486,500.00. The street, drainage facilities, sewer and water system and appurtenances improvement portion is \$485,000.00. Ninety-five percent or \$460,750.00 is released immediately and the remaining five percent or \$24,250.00 is hereby released at the end of the one-year warranty period.
7. The Monumentation security portion, in the amount of \$1,500.00, is hereby released.
8. Labor and Material Bond No. PB00618100113 in the amount of \$243,150.00, is hereby released in six months should no claims be filed against them with the Board.
9. Neither acceptance of said improvements by the County Engineer of Public Works nor this notice constitutes a waiver of any defects in the work of the construction or installation of said improvements.

Dated: 05/26/2025

COUNTY OF SAN DIEGO



SAMIR M. NUHAILY
County Engineer

STATE OF CALIFORNIA)

SS

COUNTY OF SAN DIEGO)

On May 26, 2025, before me, Sandra Tellez, Deputy County Clerk of the County of San Diego, personally appeared Samir M. Nuhaily personally known to me 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 the person, or the entity upon behalf of which the person acted, executed the instrument.

Jordan Z. Mark, Recorder/County Clerk



Deputy



**ACCEPTANCE OF
STREET(S) AND/OR PORTION(S) OF STREET (S)
AS PART OF THE COUNTY MAINTAINED ROAD SYSTEM**

On the 7th day of December, 2021, Anza Street 39, LLC, a California Limited Liability Company, 740 Lomas Santa Fe Drive, Suite 204, Solana Beach, CA 92075 (the Owner) entered into an agreement with the County of San Diego Sanitation District and the County of San Diego, pursuant to the Subdivision Map Act and Division 1 of Title 8 of the San Diego County Code, to improve certain streets and/or easements (hereinafter referred to as improvements) in that certain subdivision known as County of San Diego Tract No. 5628-1; Record Map No. 16482, according to the plans and specifications.

Construction of said improvements has been completed in accordance with said agreement, and to the satisfaction of the County Engineer of the County of San Diego.

The work done under the agreement for the construction of said improvements is hereby accepted.

The streets and portions of the streets, if any dedicated on the map of said subdivision and accepted by the Board of Supervisors of the County of San Diego on behalf of the public are hereby accepted into the County Road System and included in the Maintained Road System of the County of San Diego.

I, SAMIR M. NUHAILY, County Engineer of the Department of Public Works, of the County of San Diego, State of California, hereby certify that portions of Anza Street have been constructed in conformance with plans approved by the County Engineer and County Standards and are hereby accepted into the County Road System and included in the Maintained Road System of the County of San Diego.

SAMIR M. NUHAILY
County Engineer



Date 05/26/2025