

# **ATTACHMENT B**

## **Fifth Amendment to 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

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Above Space for Recorder's Use

**FIFTH AMENDMENT TO THE UNRECORDED JOINT AGREEMENT TO IMPROVE MAJOR  
SUBDIVISION FOR SAN DIEGO TRACT NO. 4736-1 (FINAL MAP 13856)**

This Fifth 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 \_\_\_\_\_, 2020, between the County of San Diego, a political subdivision of the State of California ("County"), Rainbow Municipal Water District ("District"), Bonsall Oaks, LLC, a California limited liability company ("Owner"), and 24th AVENUE INVESTMENTS, LLC, a Delaware limited liability company ("New 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.

**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 Fifth Amendment by reference.
2. The time to perform and complete improvements shall be extended to two years (2) from the recordation date of this Fifth Amendment.
3. In accordance with the terms and conditions of the Joint Lien Contract, a lien upon the property ("Property") described in Exhibit "A" ("Owner's Deed"), attached hereto, shall remain in effect for all of 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 of County of San Diego Tract No. 4736-1, in the County of San Diego, State of California, according to Map thereof No. 16566 as security for the construction of the improvement specified in the Fourth Paragraph of the Amended Joint Improvement Agreement ("Improvements"), in the estimated amounts specified in Exhibit "B" attached hereto; provided, however, that the owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Exhibit "B".
4. The obligations imposed by the Holding Agreement on Owners shall remain as against 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 of County of San Diego Tract No. 4736-1, in the County of San Diego, State of California, according to Map thereof No. 16566.

5. Owners of lots subject to the Joint Lien Contract, consent within the meaning of Government Code section 66499.16 to the reversion to acreage of all parcels subject to the Joint Lien Contract, should the County determine that reversion is warranted as a result of Owner's failure to timely substitute security and commence construction of required improvements. Should the County or a reviewing court determine that reversion to acreage of the portion of the subdivision subject to the Joint Lien Contract is not possible, Owner agrees, at Owner's sole cost and expense, following Owner's failure to timely substitute security and commence construction of required Improvements to process a map, to merge the parcels subject to the Joint Lien Contract into a single parcel and that the \$15,000 deposit required by County Code section 81.409 may be applied to the merger in accordance with Government Code section 66499.20.2. Owner agrees to file a merger map with County no more than six months following notice from County of Owner's obligation to process a merger map as a result of Owner's failure to timely substitute security and complete required improvements. A filed merger map shall be deemed a reversion to acreage map within the meaning of County Code section 81.409 for purposes of allowing for the release of the Joint Lien Contract.

6. 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.

7. 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.

8. Whenever references are made in the Joint Improvement Agreement to either "County" or "District," individually, the aforementioned party shall exercise such acts or rights under the Joint Improvement Agreement severally and individually acting independently of the other.

9. Except as amended herein, all provisions, terms, and conditions of the Joint Improvement Agreement shall remain unmodified and in full force and effect, including in the event 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 of County of San Diego Tract No. 4736-1, in the County of San Diego, State of California, according to Map thereof No. 16566 are not constructed and/or conveyed simultaneously.

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

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 \_\_\_\_\_.

RAINBOW MUNICIPAL WATER DISTRICT

By: 

Printed Name JAKE WILEY

Printed Title GENERAL 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 \_\_\_\_\_,

## 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

August 22, 2025

Date

before me,

Erika Montano

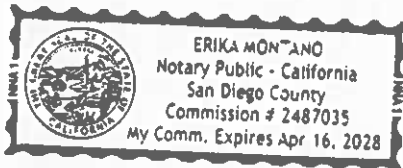
Here Insert Name and Title of the Officer

personally appeared

Jake Wiley

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.



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

Erika Montano

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## 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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_

**Owner**24<sup>TH</sup> AVE INVESTMENTS, LLC, a Delaware limited liability company

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

By: *Daniel Leigh*

Daniel Leigh, Manager

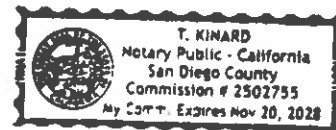
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California )COUNTY OF San Diego )

ON August 21, 2025 BEFORE ME, T. Kinard, A NOTARY PUBLIC, PERSONALLY APPEARED Daniel Leigh, 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 *T. Kinard*PLEASE PRINT NAME: T. KinardMY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.MY COMMISSION EXPIRES November 20, 2028.MY COMMISSION NO. IS 2502755

**Owner**

Bonsall Oaks, LLC, a California limited liability company

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

By: [Signature]  
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 California )COUNTY OF San Diego )

ON August 21, 2025 BEFORE ME, T. Kinard, A  
 NOTARY PUBLIC, PERSONALLY APPEARED David R. Pallinger, 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 [Signature]PLEASE PRINT NAME: T. KinardMY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.MY COMMISSION EXPIRES November 20, 2028,MY COMMISSION NO. IS 2502755,**NOTE: NOTARY ACKNOWLEDGEMENTS REQUIRED FOR SIGNATURES**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

**A.P.N.: 127-613-01 through 64, 127-614-01 through 45, 127-615-01 through 20, 127-620-01 through 7, 127-621-01 through 08**

**All of Lots 61 through 167 inclusive, Lots C, D, E, F, G, J, K, L, M, N, D, P, Q, R, S, T, Lots EE, FF, GG, HH, II, JJ, KK, LL and Remainder Lot of Amended Map of County of San Diego Tract No. 4736-1. in the County of San Diego, State of California, according to Amending Map thereof No. 16566.**

## EXHIBIT "B" TO LIEN CONTRACT

## COST ESTIMATE TM 4736-1

**PERFORMANCE SECURITY**

Street and Drainage	\$ 8,138,800
Sewer	\$ 2,099,300
Water	\$ 2,316,800
Setting of Monuments	\$ 117,203

**LABOR AND MATERIAL SECURITY**

Street and Drainage	\$ 4,069,400
Sewer	\$ 1,049,650
Water	\$ 1,158,400
Setting of Monuments	\$ 58,602

**FEES AND DEPOSITS**

Inspection Deposit	\$ 378,600
Material Lab Deposit	\$ 125,800

<b>TOTAL LIEN CONTRACT AMOUNT</b>	<b>\$ 19,512,555</b>
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