

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0167508



Jun 24, 2025 04:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)
PCOR: N/A

PAGES: 6

0779 833

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687
Parcel No.: 2015-0018-ABC
Fund.: PWR-00430

MIGUELANGEL REYES, a Single Man

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE or COUNTY, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0018-A

(07.19.2018)

(PET:TJM:pet)

AN EASEMENT FOR A COUNTY HIGHWAY UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID GRANTOR'S LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 5065, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF COLE GRADE ROAD ACCORDING TO SAID PARCEL MAP.

Parcel No. 2015-0018-B

(11.28.2022)

(TJM: WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 45.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 62.60 FEET;
THENCE NORTH 6°51'56" EAST, 94.20 FEET TO A LINE PARALLEL WITH AND 56.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 99.44 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2 AND THE POINT OF TERMINUS.**

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF PARCEL NO. 2015-0018-A DESCRIBED ABOVE.

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COMMERCIAL DIVISION**

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MIGUELANGE L REYES, a Single Man

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Parcel No. 2015-0018-A

(07.19.2018)

(PET:TJM:pet)

AN EASEMENT FOR A COUNTY HIGHWAY UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID GRANTOR'S LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 5065, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF COLE GRADE ROAD ACCORDING TO SAID PARCEL MAP.

Parcel No. 2015-0018-B

(11.28.2022)

(TJM: WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 45.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 62.60 FEET;
THENCE NORTH 6°51'56" EAST, 94.20 FEET TO A LINE PARALLEL WITH AND 56.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 99.44 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2 AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-A** DESCRIBED ABOVE.

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION OF SAID EASEMENT, TO OTHER PUBLIC AGENCIES. THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS: GRADING, EXCAVATION, PLACEMENT OF SOIL, SAND, ROCK, GRAVEL OR OTHER MATERIALS, CONSTRUCTION, ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE, VEHICULAR ACTIVITIES, TRASH DUMPING OR ANY OTHER USE NOT CONSISTENT WITH A SLOPE, EXCAVATION, EMBANKMENT, DRAINAGE, IRRIGATION AND LANDSCAPING PURPOSES, EXCEPT AS PERMITTED BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

GRANTOR HEREBY GRANTS TO GRANTEE, ITS AGENTS, SUCCESSORS AND ASSIGNS, REPRESENTATIVES OR SUBCONTRACTORS, THE TEMPORARY RIGHTS TO INSTALL, ERECT, CONSTRUCT, MAINTAIN, USE AND REMOVE TEMPORARY UTILITY FACILITIES AND LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES OVER, UNDER, ABOVE AND ACROSS PARCEL NO. 2015-0018-A DURING AND PRIOR TO THE COURSE OF CONSTRUCTION OF SAID PUBLIC HIGHWAY. THE TEMPORARY RIGHT SHALL EXPIRE WITH THE TEMPORARY CONSTRUCTION EASEMENT GRANTED IN PARCEL NO. 2015-0018-C BELOW.

Parcel No. 2015-0018-C

(12.18.2023)

(PET:TJM:pet)

A TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY UPON, THROUGH, UNDER, OVER AND ACROSS THE HEREINAFTER DESCRIBED REAL PROPERTY FOR THE PURPOSES SET FORTH BELOW:

THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 73.60 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 39.75 FEET TO A LINE PARALLEL WITH AND 39.75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 89°50'44" WEST, 3.60 FEET TO A LINE PARALLEL WITH AND 70.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 188.90 FEET;

THENCE SOUTH 89°50'25" EAST, 32.00 FEET; THENCE NORTH 0°09'35" EAST 26.76 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2, AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-B** DESCRIBED ABOVE.

TEMPORARY CONSTRUCTION EASEMENT PURPOSES: RECONSTRUCTION OF UTILITY LATERALS, RECONNECTING PRIVATE IMPROVEMENTS, INSTALLATION OF TEMPORARY UTILITY LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES, AND FOR ANY OTHER OPERATIONS NECESSARY AND INCIDENT TO THE CONSTRUCTION OF A PUBLIC HIGHWAY KNOWN AS COLE GRADE ROAD, WITH THE RIGHT TO REMOVE TREES, BUSHES, UNDERGROWTH, FLOWERS, AND ANY OTHER OBSTRUCTIONS INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY GRANTEE, ITS SUCCESSORS OR ASSIGNS AND IN ADDITION THERETO, THE RIGHT TO GRADE,

PLACE OR REMOVE SOIL, EQUIPMENT AND OTHER MATERIALS WITHIN SAID RIGHT-OF-WAY AND TO USE THE SAME IN SUCH MANNER AND AT SUCH LOCATIONS AS SAID GRANTEE MAY DEEM PROPER, NEEDFUL OR NECESSARY IN THE IMPROVEMENT OF SAID PUBLIC HIGHWAY OR STRUCTURES APPURTENANT THERETO. THIS TEMPORARY CONSTRUCTION EASEMENT WILL BE IN EFFECT FROM JUNE 1, 2024 THROUGH JUNE 1, 2028; PROVIDED, HOWEVER, GRANTEE MAY TERMINATE THIS TEMPORARY CONSTRUCTION EASEMENT EARLIER THAN JUNE 1, 2028 BY SENDING A WRITTEN NOTICE TO GRANTOR STATING ITS NEED FOR THIS TEMPORARY CONSTRUCTION EASEMENT HAS ENDED AND STATING THE DATE FOR EARLY TERMINATION.

As to the Slope Easement in Parcel 2015-0018-B: RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

As to the County Highway Easement in Parcel 2015-0018-A and the Slope Easement in Parcel 2015-0018-B: The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway. Water rights are limited to underground or above ground drainage and surface water.

As to all easements granted herein: The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: The Grantor hereby further grants right of way for, operation, maintenance, repair, replacement, and reconstruction of overhead utility lines and/or utility poles, together with the perpetual right to remove trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said TCE and right of way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right of way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said utility overhead lines and poles or structures incidental thereto.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: Upon the termination of this TCE, all Permitted Activities on the Property shall cease, all equipment be removed, and the Property restored as near as is reasonably possible to the condition that existed prior to the commencement of the activities including, without limitation, by backfilling any excavation made on the Property so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and replacing any oiled, asphalt or concrete surface with like material and will replacing any fence removed by Grantee.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor may, at his own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right of way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor hereby covenants and agrees for **himself/herself/themselves, his/her/their** heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said temporary easement and right of way any building or structure of any nature or kind that will interfere with the use of said temporary easement and right of way by Grantee, its successors or assigns, or that will interfere with the temporary ingress or egress thereto by said Grantee, its successors or assigns.

County shall provide Grantor with ingress and egress to the houses and the RV-parking area in the back during and after the construction period.

Dated this 10TH day of APRIL, 2024.


MIGUEL ANGEL REYES

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 _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

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

(FOR NOTARY SEAL OR STAMP)

see attached

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: _____

Name (typed or printed), Notary Public in and for said County and State

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 APRIL 10, 2024 BEFORE ME, HELMER RODRIGUEZ, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED MIGUEL ANGEL REYES, 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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY, 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.

JORDAN Z. MARKS.
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: 
HELMER RODRIGUEZ, DEPUTY COUNTY CLERK

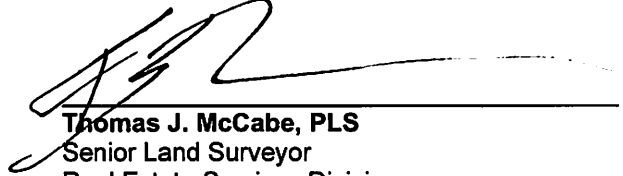


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

4/15/2024



Thomas J. McCabe, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

madison padilla
COSO BOARD OF SUPERVISORS

2025 JUL 17 PM 12:14

OFFICE ASSISTANT

CONFIDENTIAL

IN PERSON

7/12/2025

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

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San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0184213



Jul 10, 2025 11:37 AM

OFFICIAL RECORDS

JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PCOR: N/A

PAGES: 7

7796429

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 648-070-23 & 25

Project: PDS2014-STP-14-004

Via De La Amistad Truck Storage

W.O. No.: Manded 1027512-2025-0053

Work Task No.: WT- 5078335

R.E.S. Parcel No.: 2025-0053-A

Log No.: E25-021

SIGMA ENTERPRISES, LLC

hereinafter called **GRANTOR(S)**, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, hereinafter called **GRANTEE**, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2025-0053-A

(04-09-2025)

(ENG:GWM:WAR)

ALL THAT PORTION OF LOT 3 AND LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING PARCEL B AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON DECEMBER 14, 2021, AS DOC# 2021-0841777 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"**, ATTACHED HERETO AND CONSISTING OF ONE (1) PAGE AND MADE A PART HEREOF, AND SHOWN IN **EXHIBIT "B"**, CONSISTING OF TWO (2) PAGES AND ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

The Grantor hereby further grants to the County of San Diego the privilege and right to extend drainage structures and excavation and embankment slopes beyond the limits of the herein described right-of-way where required for the construction and maintenance of said County Highway. RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

madsen palma
CUSD BOARD OF SUPERVISORS
2025 JUL 16 PM3:48
OFFICE ASSISTANT
CONFIDENTIAL
in person

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
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EASEMENT FOR COUNTY HIGHWAY

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Assessor's Parcel No.: 648-070-23 & 25

Project: PDS2014-STP-14-004

Via De La Amistad Truck Storage

W.O. No.: Manded 1027512-2025-0053

Work Task No.: WT- 5078335

R.E.S. Parcel No.: 2025-0053-A

Log No.: E25-021

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Parcel No. 2025-0053-A

(04-09-2025)

(ENG:GWM:WAR)

ALL THAT PORTION OF LOT 3 AND LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING PARCEL B AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON DECEMBER 14, 2021, AS DOC# 2021-0841777 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"**, ATTACHED HERETO AND CONSISTING OF ONE (1) PAGE AND MADE A PART HEREOF, AND SHOWN IN **EXHIBIT "B"**, CONSISTING OF TWO (2) PAGES AND ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

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The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

Dated this 2 day of July, 2025

SIGMA ENTERPRISES, LLC

By: 

Matthew Millican, Managing Member

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 } SS

On July 2, 2025 before me, Fernanda Salcido, a Notary Public,
personally appeared Matthew Millican

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 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.

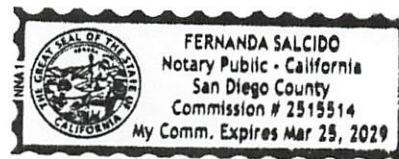
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)




CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

7/10/2025



Thomas J. McCabe, PLS
Senior Land Surveyor
Department of General Services
County of San Diego

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC ROAD EASEMENT

THAT PORTION OF LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED AS PARCEL B IN GRANT DEED RECORDED DECEMBER 14, 2021 AS DOC. NO. 2021-0841777, OFFICIAL RECORDS OF SAID COUNTY:

THENCE ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AS PARCEL B SOUTH 00° 30' 55" WEST 42.00 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 42.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 4;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID PARALLEL LINE SOUTH 89° 48' 53" EAST 7.61 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 07' 48" AN ARC DISTANCE OF 27.82 FEET TO THE BEGINNING OF A REVERSE 60.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 160° 35' 16" AN ARC DISTANCE OF 168.17 FEET TO A POINT IN SAID NORTH LINE OF LOT 4;

THENCE ALONG SAID NORTH LINE NORTH 89° 48' 53" WEST 136.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 8,697 SQ. FT. (0.200 AC.) MORE OR LESS

PREPARED BY ME OR
 UNDER MY DIRECTION

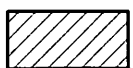

 SCOTT W. VAN SLYKE, LS 7661 7-2-25 DATE



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS A PORTION OF THE NORTHERLY LINE OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY MAP NO. 23677.

I.E. N89°48'53"W

LEGEND

INDICATES PUBLIC ROAD EASEMENT
CONTAINS: 8,697 SQ FT (0.200 AC) MORE OR LESS



INDICATES PROPERTY BOUNDARY



INDICATES EXISTING EASEMENT LIMITS

(A)

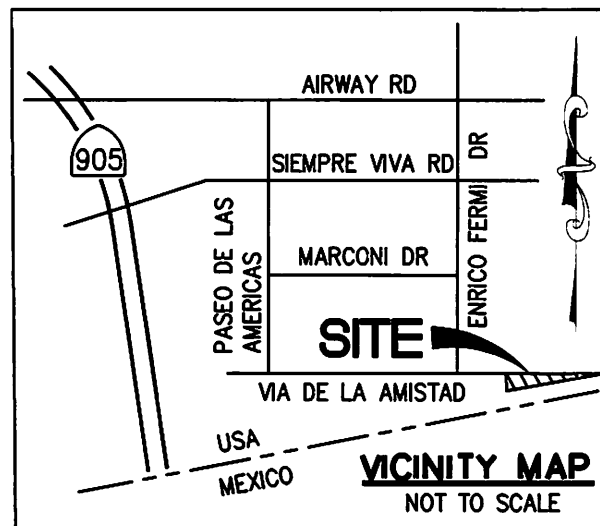
INDICATES EXISTING 20' WIDE PIPELINE EASEMENT GRANTED TO THE OTAY MUNICIPAL WATER DISTRICT PER DOC. REC. JUNE 5, 1968 AS INSTRUMENT NO. 93914.

(B)

INDICATES EXISTING 30' WIDE PIPELINE EASEMENT GRANTED TO THE OTAY MUNICIPAL WATER DISTRICT PER DOC. REC. JULY 3, 1972 AS INSTRUMENT NO. 171352.

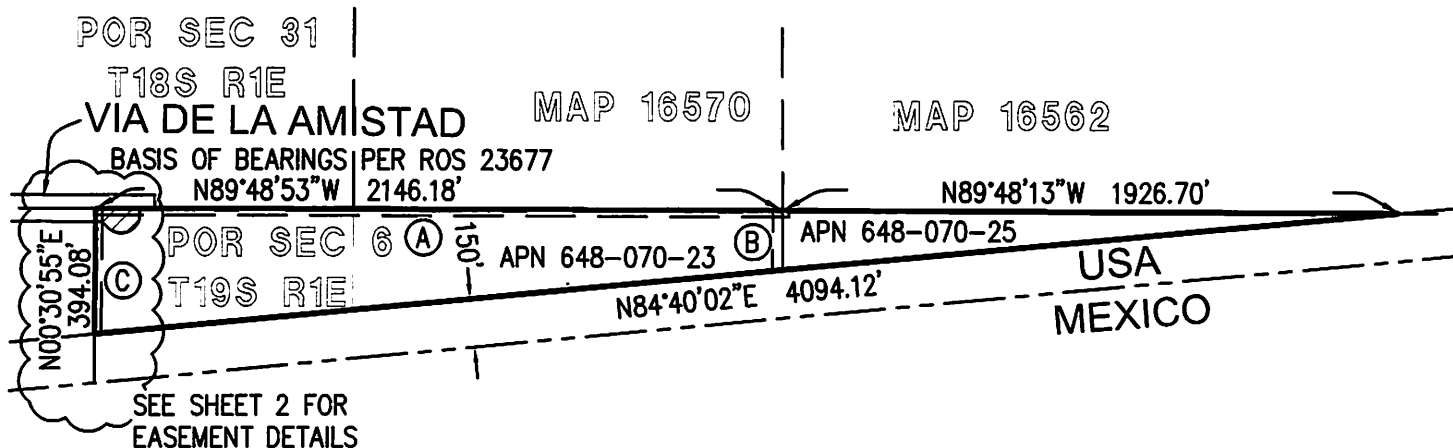
(C)

INDICATES EXISTING 20' WIDE ROADWAY AND UTILITY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA PER DOC. REC. OCTOBER 12, 2017 AS DOC NO. 2017-0471778, O.R.



NOTE: THE LOCATION OF RIGHT OF WAY FOR DITCHES OR CANALS RESERVED BY THE UNITED STATES OF AMERICA PER DOC. REC. MAY 18, 1933 IN BOOK 212, PAGE 271, O.R. CANNOT BE DETERMINED FROM RECORD INFORMATION AND HAS NOT BEEN PLOTTED HEREON.

SCALE: 1"=600'



GRAPHIC SCALE: 1"=600'

PREPARED BY:

SCOTT W. VAN SLYKE, LS 7661



K&S ENGINEERING, INC.
Planning . Engineering . Surveying

7801 Mission Center Court, Suite 100 San Diego, CA 92108 (619) 296-5565

PUBLIC ROAD EASEMENT
PORTION OF SEC 6, T19S, R1E, SBM
APN 648-070-23

EXHIBIT "B"

JOB. NO. 21-044

SHEET: 1 OF 2

EXHIBIT "B"

2025-0053-A

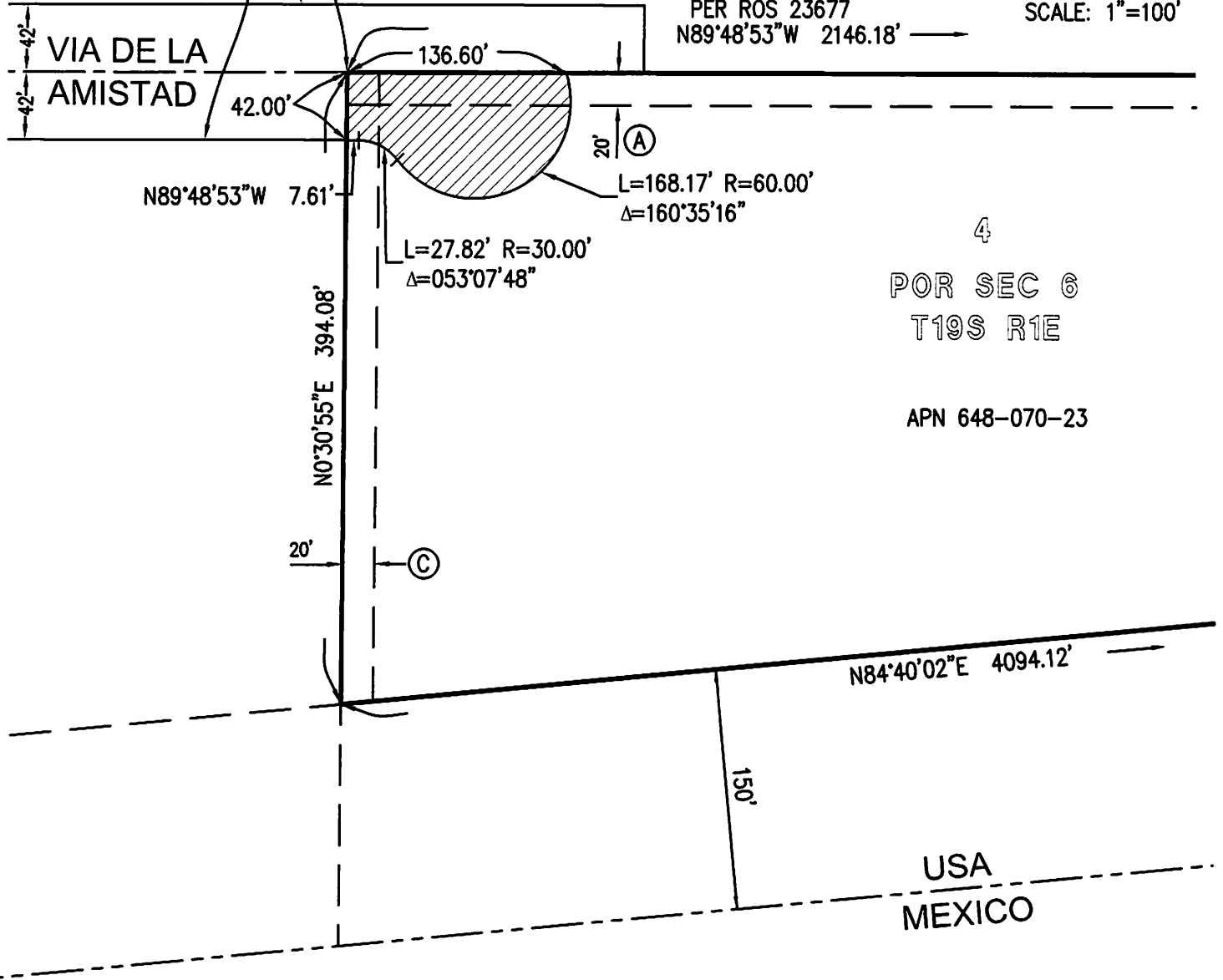
PORTION OF VIA DE LA AMISTAD
RELINQUISHED TO THE COUNTY
OF SAN DIEGO PER DOC. REC.
MARCH 13, 2001 AS DOC. NO.
2001-0142719, O.R.

POR SEC 31
T18S R1E

POINT OF BEGINNING
NE COR OF W'LY 590' SEC 6

BASIS OF BEARINGS
PER ROS 23677
N89°48'53"W 2146.18' →

SCALE: 1"=100'



4
POR SEC 6
T19S R1E

APN 648-070-23



GRAPHIC SCALE: 1"=600'

Recording Requested by
Chicago Title Company

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:
And Mail Tax Statements to:
(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

07796431

DOC# 2025-0168977



Jun 25, 2025 04:41 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER

FEES: \$0.00 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 6

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

(The County of San Diego is exempt from document transfer tax per GC27383
and SB 2 per GC27388.1, Conveyance to a Government Agency)

R & T Code 11922

Assessor's Parcel No: 186-772-51

Project: HARVEST PARK, AT
PARK CIR TM 5603

W.T.: 4964334

Parcel No.: 2024-0036-A

Fund: DPR

For a valuable consideration, the receipt of which is hereby acknowledged,

VTL VALLEY CENTER RANCH LLC, a Delaware limited liability company

Do(es) hereby GRANT in FEE to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California,
all that real property in the County of San Diego, State of California described as follows:

PARCEL NO. 2024-0036-A

(04/19/2024)

(GWM:WAR)

LOT 202 OF COUNTY OF SAN DIEGO TRACT NO. 5603-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16375, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 30, 2019, BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"**, ATTACHED HERETO AND CONSISTING OF ONE (1) PAGE AND MADE A PART HEREOF, AND SHOWN IN **EXHIBIT "B"**, CONSISTING OF ONE (1) PAGE AND ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

ALSO TOGETHER WITH all tenements, hereditaments, water and other rights, easements and appurtenances thereunto belonging or appertaining, and all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips or gores or railroad rights-of-way abutting, adjoining or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

Subject to restrictions, reservations, and easements of record.

13796431

Recording Requested by
Chicago Title Company

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

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And Mail Tax Statements to:
(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

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(04/19/2024)

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ALSO TOGETHER WITH all tenements, hereditaments, water and other rights, easements and appurtenances thereunto belonging or appertaining, and all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips or gores or railroad rights-of-way abutting, adjoining or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

Subject to restrictions, reservations, and easements of record.

Dated this 18th day of June, 2025.

VTL VALLEY CENTER RANCH LLC, a Delaware limited liability company

By: TTLC VALLEY CENTER INVESTORS, LLC, a California limited liability company, *its Manager*

By: Touchstone Communities, LLC, its Manager

Signature: *Kerry Garza*

Name: **Kerry Garza, 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

} SS

On 6/18/2025 before me, Carrie LaPan, a Notary Public,
personally appeared Kerry Garza

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 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: *Carrie LaPan*

Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)



**CERTIFICATION PURSUANT TO GOVERNMENT CODE
SECTION 27361.7**

Handwritten text reads as follows:

18th June 25
California
San Diego
6/18/2025 Carrie La Pan
Kerry Garza

*I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A
TRUE AND EXACT COPY OF THE ORIGINAL MATERIAL CONTAINED IN THIS
DOCUMENT.*

DATED: _____

6-25-2025

SIGNATURE OF DECLARANT: _____




Steven K Stocks

Chicago Title Company
SAN DIEGO, CA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 6/12/2025



THOMAS J. McCABE, PLS
SENIOR LAND SURVEYOR
REAL ESTATE SERVICES DIVISION
DEPARTMENT OF GENERAL SERVICES
COUNTY OF SAN DIEGO

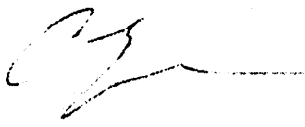
EXHIBIT ALEGAL DESCRIPTION
HARVEST PARK DEDICATION

ALL THAT CERTAIN REAL PROPERTY, SITUATE IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL "A"

LOT 202 OF COUNTY OF SAN DIEGO TRACT NO. 5603-1, IN THE COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16375, FILED IN THE OFFICE OF THE COUNTY
RECORDER OF SAN DIEGO COUNTY OCTOBER 30, 2019.

CONTAINING 2.59 ACRES, MORE OR LESS.



5-21-2024

CASEY R. LYNCH, PLS 8380

DATE



LEGEND

— PROPERTY LINE
 —R/W— RIGHT OF WAY
 - - - - - LOT LINE

EXISTING EASEMENTS

SAN DIEGO GAS & ELECTRIC EASEMENT

REC: 9/23/2021

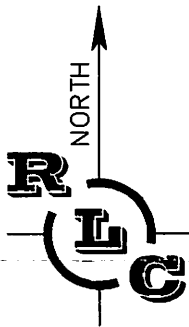
DOC: 2021-0670567 O.R.

NO RETRACEABLE

LEGAL DESCRIPTION

"EXHIBIT B"

2024-0036-A



RADIAL LINE TABLE

NO.	BEARING
RAD1	N48°57'32"W
RAD2	N63°24'44"W
RAD3	N49°06'58"E
RAD4	N26°43'18"E
RAD5	N57°51'34"E

LINE TABLE

NO.	BEARING	LENGTH
L1	N33°50'23"E	45.45'
L2	N07°16'20"E	54.65'
L3	N01°16'34"E	37.95'
L4	N88°49'28"W	19.99'
L5	N01°10'32"E	26.77'
L6	N25°26'48"E	16.91'
L7	N15°38'37"W	65.36'

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	Δ=31°08'16"	337.00'	183.14'
C2	Δ=106°49'06"	194.00'	361.68'
C3	Δ=134°46'00"	144.00'	338.71'
C4	Δ=67°17'04"	180.00'	211.38'

100 50 0 100



SCALE: 1"=100'

PUBLIC PARK DEDICATION PLAT

HARVEST PARK

LOT 202, MAP 16375

SHEET 1 OF 1



5-21-2024

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with Section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

County of San DiegoCounty of San Diego, a political subdivision of
the State of California
5560 Overland Ave. Suite 410
San Diego, CA 92123

ASSESSOR'S PARCEL NUMBER

186-772-51-00

SELLER/TRANSFEROR

VTL VALLEY CENTER RANCH LLC, a Delaware
limited liability company

BUYER'S DAYTIME TELEPHONE NUMBER

BUYER'S EMAIL ADDRESS

victoria.rosales@sdcounty.ca.gov

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

27733 Park Circle Way, San Diego, CA

☐ YES ☒ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

☐ YES ☒ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

County of San DiegoCounty of San Diego, a political subdivision of the State of California

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

CITY

STATE

ZIP CODE

PART I: TRANSFER INFORMATION*Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- ☐ ☒ A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
- ☐ ☒ B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
- ☐ ☒ * C. This is a transfer: ☐ between parent(s) and child(ren) ☐ between grandparent(s) to grandchild(ren).
Was this the transferor/grantor's principal residence? ☐ YES ☐ NO
Is this a family farm? ☐ YES ☐ NO
- ☐ ☒ * D. This transfer is the result of a cotenant's death. Date of death _____
- ☐ ☒ * E. This transaction is to replace a principal residence by a person 55 years of age or older.
- ☐ ☒ * F. This transaction is to replace a principal residence by a person who is severely disabled.
- ☐ ☒ * G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster for which the Governor proclaimed a state of emergency.
- ☐ ☒ H. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage).
If YES, please explain: _____
- ☐ ☒ I. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- ☐ ☒ J. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- ☐ ☒ K. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- L. This is a transfer of property:
- ☐ ☒ 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of
☐ the transferor, and/or ☐ the transferor's spouse ☐ registered domestic partner.
- ☐ ☒ 2. to/from an irrevocable trust for the benefit of the
☐ creator/grantor/trustor and/or ☐ grantor's/trustor's spouse ☐ grantor's/trustor's registered domestic partner.
- ☐ ☒ M. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- ☐ ☒ N. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- ☐ ☒ O. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- ☐ ☒ * P. This transfer is to the first purchaser of a new building containing a ☐ leased ☐ owned active solar energy system.
- ☐ ☒ Q. Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION*Check and complete as applicable.*

- A. Date of transfer, if other than recording date: _____
- B. Type of Transfer
☐ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or exchange ☐ Merger, stock, or partnership acquisition (Form BOE-100-B)
☐ Contract of sale. Date of contract: _____ ☐ Inheritance. Date of death: _____
☐ Sale/leaseback ☐ Creation of a lease ☐ Assignment of a lease ☐ Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
☐ Other. Please explain _____
- C. Only a partial interest in the property was transferred. ☐ YES ☐ NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE*Check and complete as applicable.*

- A. Total purchase price. \$ 0.00
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ FHA (_____ Discount Points) ☐ Cal-Vet ☐ VA (_____ Discount Points) ☐ Fixed rate ☐ Variable rate
☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
☐ Fixed rate ☐ Variable rate ☐ Bank/Savings & Loan/Credit Union ☐ Loan carried by seller
☐ Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? ☐ YES ☐ NO Outstanding Balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: ☐ Through real estate broker. Broker name: _____ Phone number: () _____
☐ Direct from seller ☐ From a family member-Relationship _____
☐ Other: Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION*Check and complete as applicable.*

- A. Type of property transferred
☐ Single-family residence ☐ Co-op/Own-your-own ☐ Manufactured home
☐ Multiple-family residence. Number of units: _____ ☐ Condominium ☐ Unimproved lot
☒ Other. Description: (i.e., timber, mineral, water rights, etc.) ☐ Timeshare ☐ Commercial/Industrial
Park
- B. ☐ YES ☒ NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. ☐ YES ☒ NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: \$ _____
☐ YES ☐ NO The manufactured home is subject to local property tax. If NO, enter decal number _____
- D. ☐ YES ☒ NO The property produces rental or other income.
If YES, the income is from: ☐ Lease/rent ☐ Contract ☐ Mineral rights ☐ Other: _____
- E. The condition of the property at the time of sale was: ☒ Good ☐ Average ☐ Fair ☐ Poor
Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

Digitally signed by Bianca Lee-Cristaldi SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.

Wardson Pedraza

COSO CLERK OF THE BOARD

2025 JUL 17 AM 11:28

Office Assistant

Confidential

mm

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0184248



Jul 10, 2025 11:48 AM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 7

SPACE ABOVE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 648-070-23 & 25

Project: PDS2014-STP-14-004

Via De La Amistad Truck Storage

W.O. No.: Manded 1027512-2025-0053

Work Task No.: WT - 5078335

R.E.S. Parcel No.: 2025-0053-B

Log No.: E25-021

SIGMA ENTERPRISES, LLC

hereinafter designated **GRANTOR**, represents that they are the owner of the hereinafter described real property, and for a valuable consideration, the receipt of which is hereby acknowledged, hereby makes an Irrevocable Offer of Dedication to the COUNTY OF SAN DIEGO, a Political Subdivision of the State of California herein designated **GRANTEE**, its successors and assigns, the hereinafter described real property for the following public purpose:

PUBLIC HIGHWAY

The real property referred to herein and made subject to said Offer of Dedication is situated in the unincorporated area of the County of San Diego, State of California, and is particularly described as follows:

Parcel No. 2025-0053-B

(04/09/25)

(ENG/GWM:WAR)

ALL THAT PORTION OF LOT 3 AND LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING PARCEL B AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON DECEMBER 14, 2021, AS DOC# 2021-0841777 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"**, ATTACHED HERETO AND CONSISTING OF ONE (1) PAGE AND MADE A PART HEREOF, AND SHOWN IN **EXHIBIT "B"**, CONSISTING OF TWO (2) PAGES AND ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

The Grantor hereby further offers to the Grantee the privilege and right to extend drainage structures, excavation and embankment slopes beyond the limits of the herein described right-of-way where required for the construction and maintenance of said Public Highway. RESERVING unto Grantor of the above described parcel of land, its successors, or assigns, the right to eliminate such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by said Engineer(s).

The Grantor hereby further offers to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right-of-way, including the right to take water, together with the right to use the same in such

Madsen Radma
COSO BOARD OF SUPERVISORS
2025 JUL 16 PM3:53
OFFICE ASSISTANT
CENTRENTAL
IN THE MAIL

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 648-070-23 & 25

Project: PDS2014-STP-14-004

Via De La Amistad Truck Storage

W.O. No.: Manded 1027512-2025-0053

Work Task No.: WT - 5078335

R.E.S. Parcel No.: 2025-0053-B

Log No.: E25-021

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(04/09/25)

(ENG/GWM:WAR)

ALL THAT PORTION OF LOT 3 AND LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING PARCEL B AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON DECEMBER 14, 2021, AS DOC# 2021-0841777 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A"**, ATTACHED HERETO AND CONSISTING OF ONE (1) PAGE AND MADE A PART HEREOF, AND SHOWN IN **EXHIBIT "B"**, CONSISTING OF TWO (2) PAGES AND ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

The Grantor hereby further offers to the Grantee the privilege and right to extend drainage structures, excavation and embankment slopes beyond the limits of the herein described right-of-way where required for the construction and maintenance of said Public Highway. RESERVING unto Grantor of the above described parcel of land, its successors, or assigns, the right to eliminate such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by said Engineer(s).

The Grantor hereby further offers to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said right-of-way, including the right to take water, together with the right to use the same in such

manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway.

The Grantor, for itself and its successors and assigns, hereby waives any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the city council of the city within which such real property is located at the time of acceptance or, if located in the unincorporated territory, by the Board of Supervisors of the County of San Diego.

This Offer of Dedication may be terminated and the right to accept the offer may be abandoned in accordance with the summary vacation procedures in Section 8300 et seq. of the Streets and Highways Code of the State of California. The termination and abandonment may be made by the city council of the city in which the real property is located, or if located in unincorporated territory, by the Board of Supervisors of San Diego County.

This Offer of Dedication shall be irrevocable and shall be binding on the Grantor(s), heirs, executors, administrators, successors, and assigns.

In Witness Whereof, the Grantor(s) have/has caused this Irrevocable Offer of Dedication to be executed this 2 day of July, 2025.

SIGMA ENTERPRISES, LLC

By: [Signature]
Matthew Millican, Managing Member

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 } SS

On July 2, 2025 before me, Fernanda Salcido, a Notary Public,
personally appeared Matthew Millican

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 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.

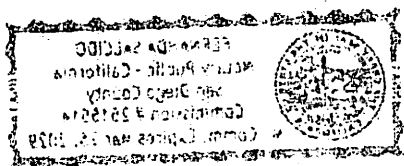
WITNESS my hand and official seal.

Signature: [Signature]

Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)

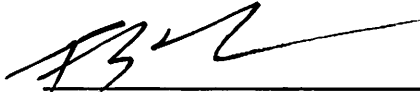




CERTIFICATE OF ACKNOWLEDGEMENT

I certify on behalf of the Board of Supervisors of the County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)**, and Section 73(d) of the San Diego County Administration Code, that the County of San Diego consents to the making of the foregoing Irrevocable Offer to dedicate real property and consents to recordation thereof of its duly authorized officer.

Dated: 7/10/2025



THOMAS J. McCABE, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

EXHIBIT "A"
LEGAL DESCRIPTION
IRREVOCABLE OFFER TO DEDICATE

THE NORTHERLY 36.00 FEET OF LOT 3 AND LOT 4 IN SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE WESTERLY 590.00 FEET OF SAID LOT 4.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LANDS DESCRIBED AS PARCEL B IN GRANT DEED RECORDED DECEMBER 14, 2021 AS DOC. NO. 2021-0841777, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AS PARCEL B SOUTH 00° 30' 55" WEST 42.00 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT SOUTHERLY 42.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID LOT 4;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID PARALLEL LINE SOUTH 89° 48' 53" EAST 7.61 FEET TO THE BEGINNING OF A TANGENT 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 07' 48" AN ARC DISTANCE OF 27.82 FEET TO THE BEGINNING OF A REVERSE 60.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 160° 35' 16" AN ARC DISTANCE OF 168.17 FEET TO A POINT IN SAID NORTH LINE OF LOT 4;

THENCE ALONG SAID NORTH LINE NORTH 89° 48' 53" WEST 136.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 72,277 SQ. FT. (1.659 AC.) MORE OR LESS

PREPARED BY ME OR
 UNDER MY DIRECTION

 7-2-25

 SCOTT W. VAN SLYKE, LS 7661 DATE



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS A PORTION OF THE NORTHERLY LINE OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON RECORD OF SURVEY MAP NO. 23677.

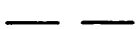
I.E. N89°48'53"W

LEGEND

INDICATES IRREVOCABLE OFFER TO DEDICATE
CONTAINS: 72,277 SQ FT (1.659 AC) MORE OR LESS



INDICATES PROPERTY BOUNDARY



INDICATES EXISTING EASEMENT LIMITS

POB

INDICATES POINT OF BEGINNING FOR EXCEPTION PARCEL

(A)

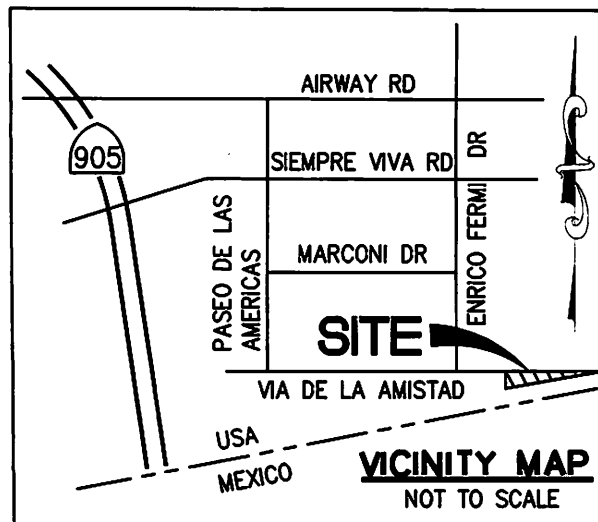
INDICATES EXISTING 20' WIDE PIPELINE EASEMENT GRANTED TO THE OTAY MUNICIPAL WATER DISTRICT PER DOC. REC. JUNE 5, 1968 AS INSTRUMENT NO. 93914.

(B)

INDICATES EXISTING 30' WIDE PIPELINE EASEMENT GRANTED TO THE OTAY MUNICIPAL WATER DISTRICT PER DOC. REC. JULY 3, 1972 AS INSTRUMENT NO. 171352.

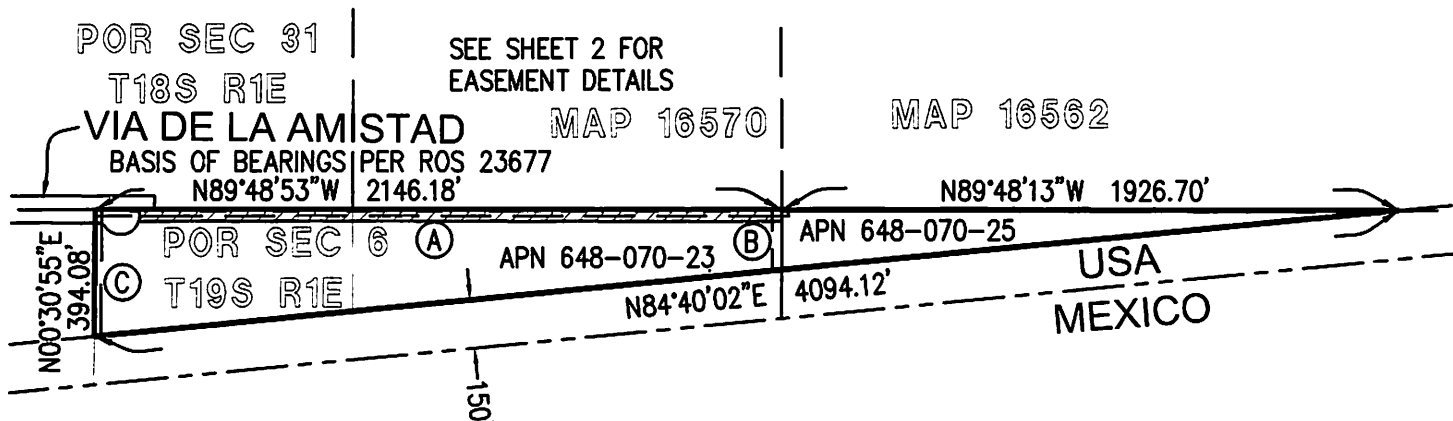
(C)

INDICATES EXISTING 20' WIDE ROADWAY AND UTILITY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA PER DOC. REC. OCTOBER 12, 2017 AS DOC NO. 2017-0471778, O.R.



SCALE: 1"=600'

NOTE: THE LOCATION OF RIGHT OF WAY FOR DITCHES OR CANALS RESERVED BY THE UNITED STATES OF AMERICA PER DOC. REC. MAY 18, 1933 IN BOOK 212, PAGE 271, O.R. CANNOT BE DETERMINED FROM RECORD INFORMATION AND HAS NOT BEEN PLOTTED HEREON.



GRAPHIC SCALE: 1"=600'

PREPARED BY:

SCOTT W. VAN SLYKE, LS 7661



K&S ENGINEERING, INC.
Planning . Engineering . Surveying

7801 Mission Center Court, Suite 100 San Diego, CA 92108 (619) 296-3565

IRREVOCABLE OFFER TO DEDICATE
PORTION OF SEC 6, T19S, R1E, SBM
APN 648-070-23

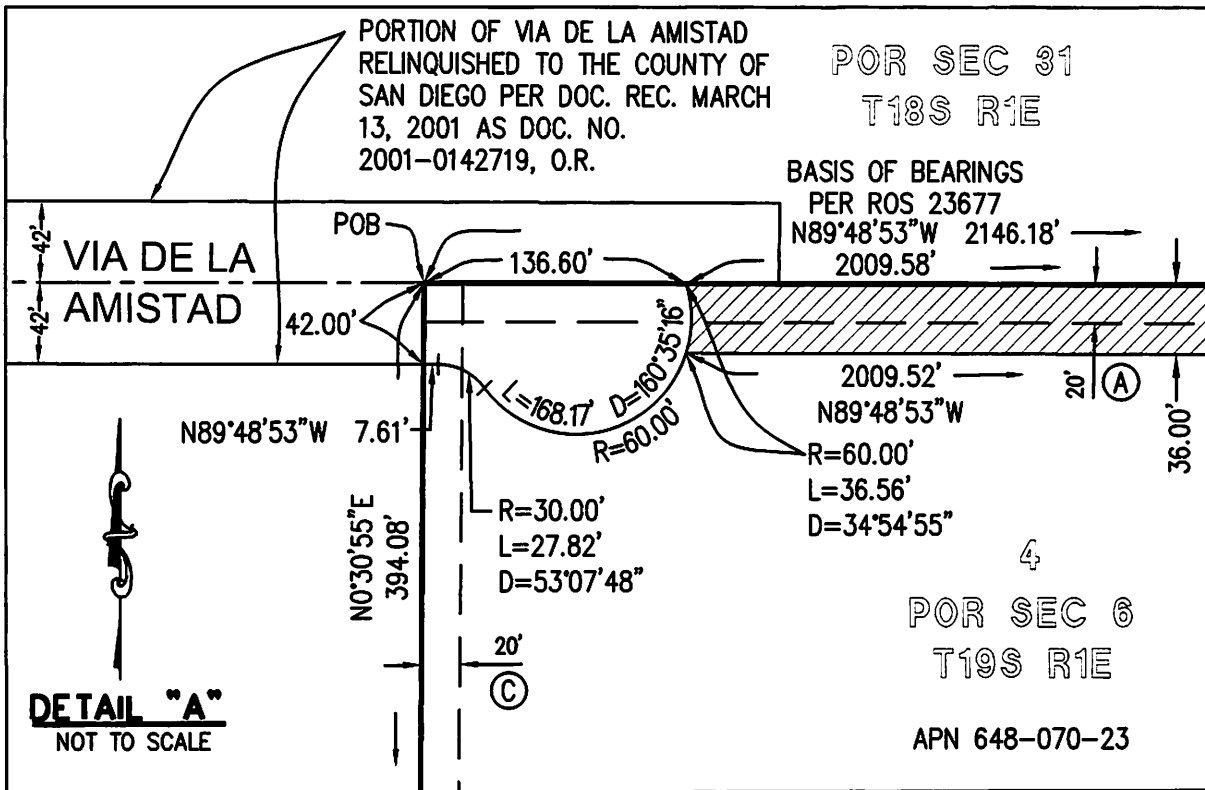
EXHIBIT "B"

JOB. NO. 21-044

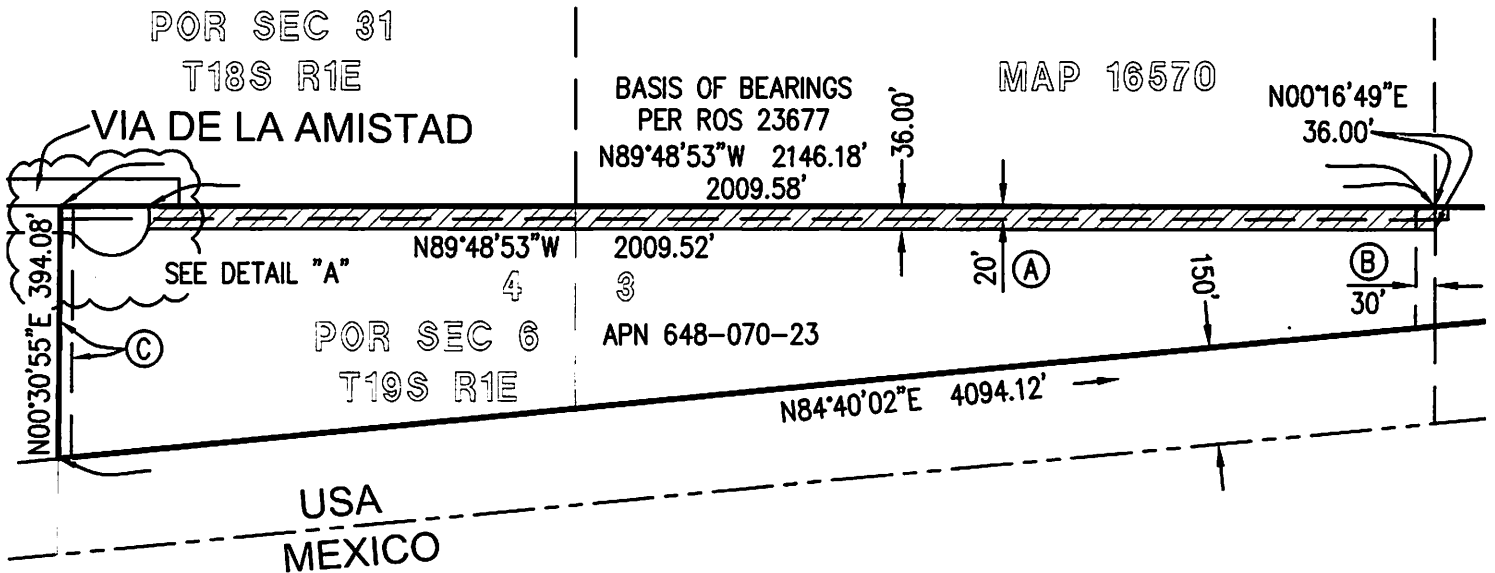
SHEET: 1 OF 2

EXHIBIT "B"

2025-0053-B



SCALE: 1"=300'



GRAPHIC SCALE: 1"=300'

DOC# 2025-0182750



Jul 10, 2025 09:11 AM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 4

WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

7796429

SPACE ABOVE FOR RECORDER'S USE ONLY

RELINQUISHMENT OF ACCESS RIGHTS

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 217-082-08

Project: PDS2023-LDREFL-00705
SOUTH SANTA FE AVE

W.O. No.: Manded 1027512-2025-0079

Work Task No.: WT - 6129283

R.E.S. Parcel No.: 2025-0079-A

Log No.: E25-036

WAKELAND SANTA FE SENIOR LP, a California limited partnership

being the owner of the real property in the County of San Diego, State of California, described as:

Parcel No. 2025-0079-A

(06/11/2025)

(GWM:AEE)

PARCEL 1 OF PARCEL MAP NO. 5209, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, OCTOBER 21, 1976 AS FILE NO. 1976-350007 OF OFFICIAL RECORDS, AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON NOVEMBER 30, 2022, AS DOC# 2022-0453708 OF OFFICIAL RECORDS.

Does hereby release and relinquish to the County of San Diego any and all abutter's rights of access, appurtenant to the above described property in and to that certain road known as **South Santa Fe Road**.

EXCEPTING THEREFROM: one (1) 24 foot wide driveway access openings, depicted on "Exhibit "A", attached hereto and by this reference made a part hereof, consisting of one (1) page

This relinquishment of access and abutter's rights shall run with the land and will coincidence with any present and any future widening, realignments or abandonment of the road described above.

This relinquishment of access and abutter's rights may be abandoned or remanded in accordance with the procedures established by the city council of the city in which the real property is located, or if located in unincorporated territory, by the Board of Supervisors of San Diego County.

made on padma

COST BOARD OF SUPERVISORS

2025 JUL 16 PM3:56

Dehr

SSS 1000

Confidential

mail

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

RELINQUISHMENT OF ACCESS RIGHTS

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 217-082-08

Project: PDS2023-LDREFL-00705

SOUTH SANTA FE AVE

W.O. No.: Manded 1027512-2025-0079

Work Task No.: WT - 6129283

R.E.S. Parcel No.: 2025-0079-A

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Parcel No. 2025-0079-A

(06/11/2025)

(GWM:AEE)

PARCEL 1 OF PARCEL MAP NO. 5209, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, OCTOBER 21, 1976 AS FILE NO. 1976-350007 OF OFFICIAL RECORDS, AS DESCRIBED IN A GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER OF SAN DIEGO ON NOVEMBER 30, 2022, AS DOC# 2022-0453708 OF OFFICIAL RECORDS.

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This relinquishment of access and abutter's rights may be abandoned or remanded in accordance with the procedures established by the city council of the city in which the real property is located, or if located in unincorporated territory, by the Board of Supervisors of San Diego County.

Dated this 27th day of June, 2025.

WAKELAND SANTA FE SENIOR LP, a California limited partnership

By: **Wakeland Santa Fe Senior LLC,**
a California limited liability company
Its: Managing General Partner

By: **Wakeland Housing and Development Corporation,**
a California nonprofit public benefit corporation
Its: Manager

By: Peter Armstrong
Name: Peter Armstrong
Its: Vice President of Real Estate Development

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 } SS

On June 27, 2025 before me, Helen Y. Subka, a Notary Public,
personally appeared Peter Armstrong

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 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.

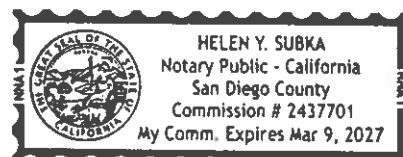
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Helen Y. Subka

Name (typed or printed), Notary Public in and for said County and State

(FOR NOTARY SEAL OR STAMP)




CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

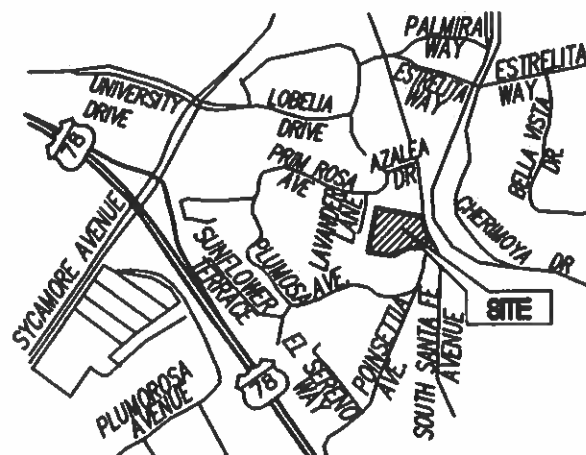
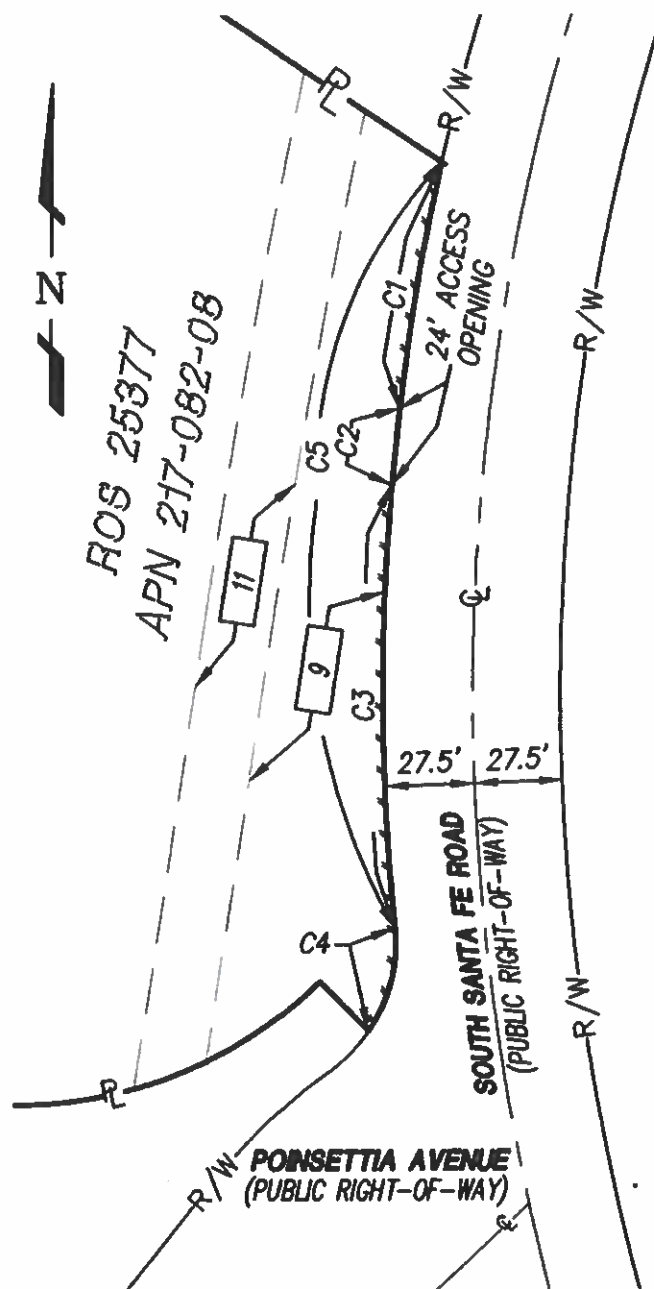
Dated: _____

7/10/2025



Thomas J. McCabe, PLS
Senior Land Surveyor
Department of General Services
County of San Diego

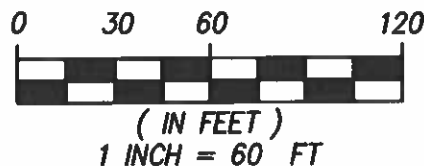
EXHIBIT 'A'

VICINITY MAP
NTS

LEGEND

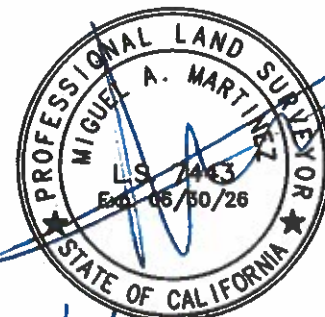
PROJECT BOUNDARY.....	R
CENTERLINE.....	C
RIGHT-OF-WAY.....	R/W
IRREVOCABLE OFFER OF DEDICATION (I.O.D.)	
ACCESS RIGHTS RELINQUISHED	
EX. EASEMENT.....	

SEGMENT TABLE			
NO.	BEARING/DELTA	RADIUS	LENGTH
C1	$\Delta=05^{\circ}47'57''$	766.69'	77.60'
C2	$\Delta=01^{\circ}47'37''$	766.69'	24.00'
C3	$\Delta=10^{\circ}22'35''$	766.69'	138.85'
C4	$\Delta=38^{\circ}37'05''$	50.00'	33.70'
C5	$\Delta=17^{\circ}58'09''$	766.69'	240.45'



EASEMENT NOTES:

- 9 AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PURPOSE OF PUBLIC HIGHWAY AND INCIDENTAL PURPOSES PER RECORDING IN INSTRUMENT NO. 1976-307129 OF OFFICIAL RECORDS, DATE SEPTEMBER 20, 1976. AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT. AFFECTS PROPERTY AS SHOWN HEREON.
- 11 EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID PM 5209; PURPOSE: PROPOSED STREET WIDENING AND INCIDENTAL PURPOSES AFFECTS: AS SHOWN ON SAID PM.



**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0171718



Jun 27, 2025 12:20 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 22

0746435

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.:

102-071-31-00, 102-071-32-00 and 102-071-33-00

Project: PDS - PACE Program

W.O. No.:

Work Task No.: WT - 4026709

R.E.S. Parcel No.: 2024-144-A

Log No.: N/A

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1 Conveyance to a Government Agency)

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs, ("Lender"), and Justin Thomas Van Dyck, Trustee of Justin and Jana Van Dyck Living Trust Dated September 25, 2020. ("Owner").

RECITALS

1. A Deed of Trust with CGB Agri Financial Services, Inc. as beneficiary, Owner as Trustor, and Michael H. Patterson as Trustee, was recorded on September 13, 2023, as Document No. 2023-0247982 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records");

2. A modification of the above referenced Deed of Trust was recorded on September 13, 2023, as Document No. 2023-0247983 of Official Records, Assignment of Deed of Trust, and the Deed of Trust, as modified, is referred to in this Subordination Agreement as the "Deed of Trust";

3. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security;

4. Owner has executed and delivered to County, as grantee, the Agricultural Conversation Easement ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement; and

5. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien,

Page 1 of 4

madison padding

COSED BOARD OF SUPERVISORS

2025 JUL 17 PM 12:22

OFFICE ASSISANT

CONFIDENTIAL

IN PERSON

COSED 2025-07-17-18

COSED BOARD OF SUPERVISORS

2025 JUL 17 PM 12:22

OFFICE ASSISANT

CONFIDENTIAL

IN PERSON

MEMORANDUM FOR THE BOARD OF SUPERVISORS

TO: THE BOARD OF SUPERVISORS
FROM: [Name]
SUBJECT: [Subject]

1. [Text]
2. [Text]
3. [Text]

4. [Text]
5. [Text]
6. [Text]

7. [Text]
8. [Text]
9. [Text]
10. [Text]

CONCLUSION

11. [Text]
12. [Text]
13. [Text]

14. [Text]
15. [Text]
16. [Text]

17. [Text]
18. [Text]

19. [Text]
20. [Text]
21. [Text]

22. [Text]
23. [Text]

RECOMMENDATION

24. [Text]
25. [Text]
26. [Text]
27. [Text]
28. [Text]
29. [Text]
30. [Text]

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
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San Diego, California 92101

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becoming subject to and of lower priority
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NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.:
102-071-31-00, 102-071-32-00 and 102-071-33-00

Project: PDS – PACE Program

W.O. No.:

Work Task No.: WT - 4026709

R.E.S. Parcel No.: 2024-144-A

Log No.: N/A

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4. Owner has executed and delivered to County, as grantee, the Agricultural Conversation Easement ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement; and
5. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

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security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

Dated this 2 day of June, 2025.

Lender:

U.S. Bank National Association,
as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs,

By: Erica N. Galyon, Secretary, CGB Agri Financial Services, Inc.
Name Title
as attorney in fact ERICA N. GALYON

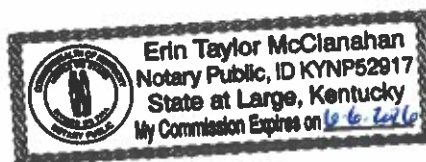
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Kentucky }
COUNTY OF Jefferson } SS

On June 2, 2025 before me, Erin Taylor McClanahan, a Notary Public, personally appeared Erica N. Galyon, Secretary of CGB Agri Financial Services, Inc., as Attorney in Fact for U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation Programs

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 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.

(FOR NOTARY SEAL OR STAMP)



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: Erin McClanahan

Erin Taylor McClanahan
Name (typed or printed), Notary Public in and for said County and State

Dated this 10 day of June, 2025.

Trustor:

JUSTIN THOMAS VAN DYCK, Trustee of the Justin and Jana Van Dyck Living Trust

Dated September 25, 2020

By: 
 JUSTIN THOMAS VAN DYCK

Aka
 By: Justin Van Dyck
 Name Title

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

STATE OF _____)
 COUNTY OF _____) SS

On _____ before me, _____, a Notary
 Public, personally appeared _____

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

(FOR NOTARY SEAL OR STAMP)

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: _____

 Name (typed or printed), Notary Public in and for said County and State

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

} SS

ON June 10, 2025, BEFORE ME, ELIZABETH ENLOE, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED JUSTIN VAN DYCK 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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK



BY:

ELIZABETH ENLOE, DEPUTY COUNTY CLERK

Dated this 10 day of June, 2025

COUNTY OF SAN DIEGO,
a political subdivision of the State of California

By: [Signature]
For: MARK MEDVED, P.E., CEM
Director, Department of General Services
County of San Diego

Liz Johnson
Interim Chief

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 } SS

ON _____, 20__ BEFORE ME, ELIZABETH ENLOE
DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED
KRISTA ELLIS, CHIEF, REAL ESTATE SERVICES, DEPARTMENT OF GENERAL SERVICES,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME
IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR
THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.
JORDAN Z. MARKS
RECORDER/COUNTY CLERK

(seal)

BY: ELIZABETH ENLOE, DEPUTY COUNTY CLERK

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


} SS

ON June 10, 2025, BEFORE ME, ELIZABETH ENLOE, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED LIZ JOHNSON 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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: 
ELIZABETH ENLOE, DEPUTY COUNTY CLERK



**ATTACHMENT 1
CONSERVATION EASEMENT**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

DEED OF AGRICULTURAL CONSERVATION EASEMENT

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.:

102-071-31-00, 102-071-32-00 and 102-071-33-00

Project: PACE PROGRAM

Work Task No.: WT-4026709

R.E.S. Parcel No.: 2024-0144-A

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1, Conveyance to a Government Agency)

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT (the "Easement") is made by **JUSTIN THOMAS VAN DYCK, TRUSTEE OF JUSTIN AND JANA VAN DYCK LIVING TRUST DATED SEPTEMBER 25, 2020** ("Grantor"), to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California ("County").

WITNESS THAT:

WHEREAS, Grantor is the owner in fee simple of that certain real property in San Diego County, California, comprising County of San Diego Assessor Parcel Numbers 102-071-31-00, 102-071-32-00 and 102-071-33-00, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property possesses significant agricultural, open space and scenic values of great importance to Grantor, the people of San Diego County and the people of the State of California; and

WHEREAS, Grantor and County intend that the Property be maintained in agricultural production by the maintenance of the agricultural values thereof and that the open space and scenic values of the Property be preserved by the continuation of the agricultural and ranching uses that have proven historically compatible with such values; and

WHEREAS, the County of San Diego supports and encourages farming (Policy I-133) and the protection and preservation of agricultural land uses and agricultural land; and

WHEREAS, Grantor intends, as owner of the Property, to convey to County the right to preserve and protect the agricultural values and, to the extent consistent with agricultural values, the open space, and scenic values of the Property in perpetuity; and

WHEREAS, County intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor to preserve and protect the agricultural, open space, and scenic values of the Property in perpetuity.

NOW, THEREFORE, for good and valuable consideration, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter-alia, sections 815-816 of the California Civil Code, Grantor does hereby voluntarily grant to County an Agricultural Conservation Easement in gross in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to enable the Property to remain in agricultural uses (as defined in Exhibit B, Section 2), by preserving and protecting in perpetuity its agricultural values, character, use and utility, and by preventing any use or condition of the Property that would significantly impair or interfere with its agricultural values, character, use, or utility. To the extent that the preservation of the open space and scenic values of the Property is consistent with such use, it is within the purpose of this Easement to protect those values.

2. Affirmative Rights and Interests Conveyed. To accomplish the purpose of this Easement, the following rights and interests are conveyed to County by this Easement:

(a) To identify, to preserve, and to protect in perpetuity the agricultural values, character, use, and utility, including the agricultural productivity, vegetation, soil, and water quality, and the open space and scenic values of the Property. (The agricultural values, character, use, and utility and the open space and scenic values of the Property are hereinafter referred to collectively as “the Protected Values.”)

(b) To access and enter upon, inspect, observe, and study the Property for the purposes of (i) identifying the current condition, uses, and practices thereon/thereof, and the baseline condition thereof; and (ii) monitoring the uses and practices to determine whether they are consistent with this Easement. Such entry shall be permitted upon prior notice to Grantor (and Grantor shall ensure that County is able to access the Property) and shall be made in a manner that will not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent condition, activity, or use. However, it is the intention of the Grantor and County that this Easement not limit Grantor’s discretion to employ their choices of farm and ranch uses and management practices, so long as those uses and practices are consistent with the purpose of this Easement.

3. Uses and Practices. County and Grantor intend that this Easement shall limit the uses of the Property to agriculture, residential use associated with the agricultural use of the Property, and the other uses which are described herein. Examples of uses and practices which are consistent with the purpose of this Easement and which are hereby expressly permitted, are set forth in Exhibit B, attached hereto and incorporated herein by this reference. Examples of uses and practices which are inconsistent with the purpose of this Easement, and which are hereby expressly prohibited, are set forth in Exhibit C, attached hereto and incorporated herein by this reference. The uses and practices set forth in Exhibits B and C are not exhaustive recitals of consistent and inconsistent activities, respectively. The uses and practices set forth in Exhibits B and C are set forth both (1) to establish specific permitted and prohibited activities and (2) to provide guidance in determining the consistency of other activities with the purpose of this Easement.

4. Baseline Data. In order to establish the present condition of the Protected Values, County has examined the Property and prepared a Summary Appraisal Report (the “Baseline Documentation Report”), prepared by Andreson and Brabant, Inc. dated October 14, 2024, containing an inventory of the Property’s relevant features and conditions, its improvements, and its natural resources (the “Baseline Data”). A copy of

the Baseline Documentation Report has been provided to Grantor, and another shall be placed and remain on file with County. The parties intend that the Baseline Data shall be used by County to monitor Grantor's future uses of the Property, condition thereof, and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and County recognize that changes in economic conditions, in agricultural technologies, in accepted farm and ranch management practices, and in the situations of Grantor may result in an evolution of agricultural uses of the Property, provided such uses are consistent with this Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved: (i) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property, provided that such water rights are used on the Property in a manner consistent with the purpose of this Easement and in accordance with applicable law; and (ii) all right, title, and interest in subsurface oil, gas, and minerals; provided that the manner of exploration for, and extraction of, any oil, gas, or minerals shall be only by a subsurface method, shall not damage, impair, or endanger the Protected Values, shall be in accordance with applicable law, and shall be approved by County prior to its execution.

6. Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the terms of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the covenants, terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.

(e) Costs. The cost of the mediator shall be borne equally by Grantor and County; the parties shall bear their own expenses, including attorney's fees, individually.

7. County's Remedies. If County determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, County shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use, condition, or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from County, or if Grantor, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or if Grantor fails to continue diligently to cure such violation until finally cured, County may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Protected Values, including damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Values, County may pursue its remedies under this Section without waiting for the period provided for cure to expire. County's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that County's remedies at law for any violation of the terms of this Easement are inadequate and that County shall be entitled to the injunctive relief described in this Section (both prohibitive and mandatory) in addition to such other relief to which County may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. County's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Any violation of this easement may be enforced pursuant to San Diego County Code of Regulatory Ordinances ("SDCCRO") section 87.112.

7.1 Costs of Enforcement. Any costs incurred by County in enforcing the terms of this Easement against Grantor may include enforcement of SDCCRO section 87.112 and include, without limitation, administrative costs, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement. If County prevails in any action to enforce the terms of this Easement, the aforementioned costs shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's administrative costs, costs of suit, including, without limitation, attorneys' fees, shall be borne by County.

7.2 County's Discretion. Any forbearance by County of exercise of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by County of such term or of any subsequent breach of the same or any other term of this Easement or of any of County's rights under this Easement. No delay or omission by County in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle County to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to any person or to the Property resulting from such causes.

8. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property or on this Easement. It is intended that this Easement constitute an enforceable restriction within the meaning of Article XIII section 8 of the California Constitution and that this Easement qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code section 402.1.

9. Hold Harmless. Grantor shall hold harmless, indemnify, and defend County and its elected officials, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; and (b) the obligations specified in section 8.

9.1. County Not Operator. Nothing in this Easement shall be construed as giving any right or ability to County to exercise physical or managerial control of the day to day operations of the Property, of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or the Carpenter Presley Tanner Hazardous Substance Account Act, California Health and Safety Code sections 78000-81050, or any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

10. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

11. Development Rights. The parties acknowledge that under currently applicable zoning regulations of the County of San Diego the Property is so classified that, upon receipt of required government approvals, the Property could be developed to a density of up to 3.2 single-family residential dwelling units (the "Development Rights"). The parties agree to deal with the Development Rights as follows:

(a) Grantor retains three (3) of the 3.2 Development Rights (one single-family residential dwelling unit per legal lot) for the Property, consistent with one of the following:

- i. In the case where there is no current residence, the Grantor retains three (3) Development Rights for three (3) future residences (i.e., one single-family residential dwelling unit per legal lot). Grantor reserves the right to construct, maintain, use, repair, and replace the potential three (3) future residence on the Property with approval of appropriate governmental agencies and in conformity with Sections 1 and 3 of Exhibit B and all other applicable provisions of this Easement. The Development Right retained by Grantor shall not be used to support or enable the creation of any additional residential uses or units on the Property that exceed the three (3) retained Development Rights except as expressly provided in Section 3 of Exhibit B hereto.
- ii. The remaining balance of the Development Rights and any other development or similar rights that may be or become associated with the Property are hereby extinguished.

12. Termination. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement can only be terminated, extinguished, or vacated (collectively, a "Termination"), whether in whole or in part, by an action by the County Board of Supervisors ("Board") in the same manner as is prescribed for the vacation of public service easements in Part 3 of Division 9 of the Streets and Highways Code, upon consideration of an arbitrator's decision, and conditioned upon receipt of compensation, as described below. All discretionary decisions related to the approval shall remain in the sole

discretion of the County Board of Supervisors. As a condition precedent to the County Board of Supervisors' consideration of a requested Termination of this Easement, the proposed Termination shall be submitted by the Grantor or the current owner of the Property, or the County to an arbitration proceeding to evaluate: (i) whether a Termination should be recommended to the County of San Diego's Board of Supervisors because the purpose of the Easement no longer remains viable, and (ii) the amount of the compensation to which County shall be entitled. The requesting party shall pay the costs of the arbitration.

(a) Determining whether the requested Termination should be recommended to the Board due to the non-viability of the Easement shall include, but not be limited to, consideration of: i) whether the Termination is in the public interest; ii) whether the Termination is likely to result in the removal of adjacent lands from commercial agricultural production; iii) whether the Termination is for an alternate use that is consistent with the applicable provisions of the County general plan; iv) whether the Termination will result in discontinuous patterns of urban development; v) whether the conservation purposes can no longer be achieved; vi) whether there is no other available land that is suitable for the use to which it is proposed that the restricted land be put to, or that development of the restricted land would provide more contiguous patterns of urban development than development of proximate unrestricted land; vii) whether the County purchased the Easement to reduce greenhouse gas emissions to meet the requirements of the County's Climate Action Plan; viii) whether the requesting party is offering alternative land to be restricted in lieu of the Easement; and ix) whether the proposed termination would comply with the California Environmental Quality Act and would not have a significant impact on the environment.

(b) The amount of compensation shall be determined, unless otherwise provided by California law at the time, in accordance with Section 13 and must be paid to the County no later than the date of any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to or four (4) years from the date of the Board's decision to approve a Termination of the Easement, whichever is earlier.

13. Compensation. This Easement constitutes a real property interest immediately vested in County. For the purpose of Section 12, the parties stipulate that the Easement has a fair market value determined by multiplying (i) the fair market value of the Property, as determined by a qualified Certified General appraiser with Member Appraisal Institute (MAI) designation from the County's approved appraisal list, by (ii) the ratio of the value of the Easement at the time of this grant to the value of the Property, unencumbered by the Easement, at the time of this grant. The values of the Property shall exclude any amounts attributable to improvements on the Property. For the purposes of this Section, Grantor and County agree that the ratio of the value of the Easement to the value of the Property unencumbered by the Easement is Twenty-Two-point Five percent (22.5%). This ratio shall remain constant. Grantor or current owner(s) of the Property requesting the termination of the Easement shall pay for the cost of the appraisal.

14. Condemnation. Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by the Easement, Grantor and County shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, the proceeds of which shall be divided in accordance with the proportionate values of Grantor's and County's interests as specified in Section 13, unless otherwise provided by applicable law. All expenses incurred by Grantor and County in such action shall be first paid out of the recovered proceeds.

15. Assignment of County's Interest. County may assign its interest in this Easement only to a "qualified organization," within the meaning of section 170(h) of the Internal Revenue Code, as amended, or any successor provision, and which is authorized to acquire and hold conservation easements under California law.

16. Amendment of Easement. This Easement may be amended only with the written consent of the Grantor and the County. Any such amendment shall be consistent with the purposes of this Easement and with the County's easement amendment policies and shall comply with section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section, and with section 815 et seq. of the Civil Code of California, or any regulations promulgated there under. No amendment shall diminish or affect the perpetual duration or the Purpose of this Easement or the rights of the County under the terms of this Easement.

17. Applicable Law. All uses, practices, specific improvements, construction, or other activities permitted under this Easement shall be in accordance with applicable law and any permits or approvals required thereby.

18. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the California Conservation Easement Act of 1979, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Future Conveyance. Grantor agrees that reference to this Easement will be made in any subsequent deed or other legal instrument by means of which Grantor conveys any interest in the Property (including, but not limited to, a leasehold interest).

(j) No Governmental Approval. No provision of this Easement shall constitute governmental approval of any specific improvements, construction, or other activities that may be permitted under this Easement.

IN WITNESS WHEREOF, the Grantor(s) executed this Deed of Agricultural Conservation Easement
this ____ day of

Applicants Vesting Name: JUSTIN THOMAS VAN DYCK, TRUSTEE OF JUSTIN AND JANA
VAN DYCK LIVING TRUST DATED SEPTEMBER 25, 2020



Applicants Name: JUSTIN THOMAS VAN DYCK,
TRUSTEE OF JUSTIN AND JANA VAN DYCK LIVING TRUST DATED
SEPTEMBER 25, 2020

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 _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

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

(FOR NOTARY SEAL OR STAMP)

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: _____

Name (typed or printed), Notary Public in and for said County and State

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Thomas J. McCabe, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

EXHIBIT "A"
LEGAL DESCRIPTION

County RP# 2024-0144-A

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

PARCEL A: APN: 102-071-31-00 (LAND ENCUMBERED BY AGRICULTURAL EASEMENT):

THAT PORTION OF SECTION 4, TOWNSHIP 9 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 4, DISTANT SOUTH 89° 50' 38" EAST 209.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 4 WEST;
THENCE ALONG THE NORTH LINE OF SAID SECTION 4, SOUTH 89° 50' 38" EAST 1200.00 FEET TO THE **TRUE POINT OF BEGINNING** BEING THE MOST EASTERLY CORNER OF LAND DESCRIBED IN DEED TO NED DAILY, ET AL, RECORDED APRIL 23, 1962 AS INSTRUMENT NO. 69397 OF OFFICIAL RECORDS;
THENCE ALONG THE EASTERLY LINE OF SAID LAND, SOUTH 14° 17' 26" WEST 1160.24 FEET TO THE MOST SOUTHERLY CORNER THEREOF, BEING A POINT REFERRED TO AS POINT DESIGNATED D-12 IN SAID DEED; THENCE NORTH 64° 32' 46" EAST 438.36 FEET TO A POINT HEREIN DESCRIBED TO AS POINT Q-4;
THENCE NORTH 85° 44' 12" EAST 300.69 FEET TO A POINT HEREIN REFERRED TO AS POINT Q-13;
THENCE NORTH 61° 14' 18" EAST 171.17 FEET TO A POINT HEREIN REFERRED TO AS POINT Q-2;
THENCE NORTH 26° 31' 16" EAST, 152.36 FEET TO A POINT HEREIN REFERRED TO AS POINT Q-1;
THENCE NORTH 25° 37' 23" EAST 300.00 FEET;
THENCE SOUTH 64° 22' 37" EAST 74.80 FEET;
THENCE NORTH 39° 37' 23" EAST 588.74 FEET TO THE NORTH LINE OF SAID SECTION 4;
THENCE ALONG SAID NORTH LINE NORTH 89° 50' 38" WEST 1200.00 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM ALL COAL AND OTHER MINERALS IN THE LAND HEREIN DESCRIBED, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE THE SAME PURSUANT TO THE PROVISIONS AND LIMITATIONS OF THE ACT OF DECEMBER 29, 1916 (39 STATUTE 862) AS CONTAINED IN PATENT DATED AUGUST 30, 1935, RECORDED IN BOOK 465, PAGE 165 OF OFFICIAL RECORDS.
ALSO EXCEPTING THEREFROM THE NORTHERLY 200.00 FEET THEREOF.

PARCEL B (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONVERSION EASEMENT):

A NON-EXCLUSIVE EASEMENT TO BE USED JOINTLY WITH OTHERS FOR ROAD AND UTILITY PURPOSES OVER THOSE CERTAIN 60 FOOT STRIPS OF LAND DESCRIBED IN PARCEL 2 IN DEED TO SHERMAN J. COX, ET UX., RECORDED OCTOBER 13, 1961 AS INSTRUMENT NO. 178255 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY.

EXCEPTING FROM PARCEL B ABOVE THAT PORTION OF THE 60 FOOT STRIP DESCRIBED UNDER PARCEL 2(4) IN SAID DEED TO SHERMAN J. COX, ET UX., WHICH LIES EASTERLY OF THE LOCATION AND THE PROLONGATION OF THE EAST LINE OF LOT 2 IN SECTION 4, TOWNSHIP 9 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN.

PARCEL C (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONVERSION EASEMENT):

AN EASEMENT FOR WELL PUMP, LATERALS, PIPE LINES, POWER LINES AND APPURTENANCES THERETO, OVER, UNDER, ALONG AND ACROSS THAT PORTION OF LOT 3, IN SECTION 4, TOWNSHIP 9 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 4 WEST, SAN

BERNARDINO MERIDIAN, BEING ALSO A POINT ON THE NORTHERLY LINE OF SECTION 4;
THENCE ALONG SAID NORTHERLY LINE OF SECTION 4, SOUTH 89° 50' 38" EAST 209.70 FEET TO THE
NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 IN DEED TO MERLIN C. DRUBE, ET AL,
RECORDED APRIL 16, 1964 AS INSTRUMENT NO. 69066 OF OFFICIAL RECORDS;
THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 89° 50' 38" EAST 600.00 FEET;
THENCE SOUTH 04° 06' 48" EAST 348.61 FEET;
THENCE CONTINUING SOUTH 04° 06' 48" EAST 509.55 FEET TO AN ANGLE POINT D-13 IN THE
SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1 OF DRUBE, ET AL;
THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 OF SAID LAND OF DRUBE, ET AL AS FOLLOWS:

SOUTH 43° 01' 35" EAST 369.37 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND AND NORTH 14°
17' 26" EAST 51.38 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID BOUNDARY NORTH 14° 17' 26" EAST 20 FEET;
THENCE LEAVING SAID BOUNDARY NORTH 75° 42' 34" WEST 13.70 FEET;
THENCE SOUTH 14° 17' 26" WEST 20.00 FEET TO A LINE WHICH BEARS SOUTH 75° 42' 14" WEST FROM THE
TRUE POINT OF BEGINNING;
THENCE SOUTH 75° 42' 34" EAST TO THE **TRUE POINT OF BEGINNING**.

PARCEL D: APN: 102-071-32-00 (LAND ENCUMBERED BY AGRICULTURAL EASEMENT):

PARCEL 1 OF PARCEL MAP NO. 10592, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN
THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 16, 1980 AS INSTRUMENT
NO. 80-343083 OF OFFICIAL RECORDS.

**RESERVING THEREFROM AN EASEMENT AND RIGHT OF WAY FOR ROAD AND UTILITIES OVER, UNDER,
ALONG AND ACROSS THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP NO. 10592, LYING WITHIN THE
AREA DELINEATED AND DESIGNATED THEREON AS "PROPOSED PRIVATE ROAD EASEMENT".**

PARCEL E: APN: 102-071-33-00 (LAND ENCUMBERED BY AGRICULTURAL EASEMENT):

PARCEL 2 OF PARCEL MAP NO. 10592, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN
THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 16, 1980 AS INSTRUMENT
NO. 80-343083 OF OFFICIAL RECORDS.

PARCEL F (APPURTENANT EASEMENT FOR ACCESS TO AGRICULTURAL CONSERVATION EASEMENT):

**AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHT TO CONVEY SAME TO OTHERS, FOR
ROAD, SEWER, WATER, GAS, POWER AND TELEPHONE LINES, AND APPURTENANCES THERETO, OVER,
UNDER, ALONG AND ACROSS THOSE STRIPS OF LAND DESCRIBED AS PARCEL 2 IN DEED TO SIERRA
PACIFIC SUPPLY, INC., RECORDED OCTOBER 13, 1961 AS INSTRUMENT NO. 178256 OF OFFICIAL
RECORDS.**

EXHIBIT B

PERMITTED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are expressly permitted as set forth herein.

1. **Residential Use.** To reside on the Property.

2. **Agriculture.** To engage in agricultural uses of the Property in accordance with sound, generally accepted agricultural practices that do not threaten or degrade significant natural resources. For the purposes of this Easement, "agricultural uses" shall be defined as: breeding, raising, pasturing, and grazing livestock of every nature and description for the production of food and fiber; breeding and raising bees, fish, poultry, and other fowl; planting, raising, harvesting, and producing agricultural, aquacultural, horticultural, and forestry crops and products of every nature and description; and the processing, storage, and sale, including direct retail sale to the public, of crops and products harvested and produced principally on the Property, provided that the processing, storage, and sale of any such crops or products that are not food or fiber shall require the consent of County; further provided, however, that such agricultural uses shall not result in significant soil degradation, significant pollution or degradation of any surface or subsurface waters, and that all uses and activities are consistent with applicable laws.

3. **Improvements and Facilities.**
 - (a) **Maintenance and Repair of Existing Improvements and Facilities.** To maintain and repair existing structures, housing, fences, corrals, roads and other improvements and facilities on the Property.
 - (b) **Construction of Additional Improvements and Facilities.** Additional improvements and facilities accessory to the residential use of the Property, and additional structures, housing, roads, and other improvements and facilities reasonably necessary to the agricultural uses of the Property, shall be permitted, provided that Grantor obtain the express written approval of County (including any required permits) for the construction of structure, housing, road, or other improvements and facilities, including the size, function, capacity and location, which consent should not be unreasonably withheld, and that such construction is made in accordance with applicable laws. Grantor shall provide County written notice of Grantor's intention to undertake any such construction, together with information on its size, function, capacity, and location, not less than forty-five (45) days prior to the commencement thereof. Additional fencing and corrals deemed by Grantor to be reasonably necessary to ranching and agricultural activities may be constructed without County's consent.
 - (c) **Replacement of Improvements and Facilities.** In the event of destruction, deterioration, or obsolescence of any structures, housing, fences, corrals, roads, or other improvements and facilities, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this section, Grantor may replace the same with structures, housing, fences, corrals, roads, or other improvements and facilities of similar size, function, capacity, and location.

4. **Water Resources and Impoundments.** To develop and maintain such water resources on the Property as are necessary or convenient for ranching, agricultural, irrigation, and residential uses in a manner consistent with the purpose of this Easement, provided that the creation, alteration or enlargement of any water impoundment shall not damage, impair, or interfere with the Protected Values and that all such water resources shall be developed in accordance with applicable laws.

5. **Agrichemicals.** To use agrichemicals, including, but not limited to, fertilizers and biocides, in those amounts and with that frequency of application necessary to accomplish reasonable grazing and

agricultural purposes. Such use shall be carefully circumscribed near surface water and during periods of high ground water.

6. Predator Control. To control predatory and problem animals by the use of selective control techniques.

7. Recreational Uses. To utilize the Property for recreational or educational purposes, (including, without limitation, hiking, bicycling, horseback riding, hunting and fishing) that require no surface alternation or other development of the land.

8. Leasing. To lease all or a portion of the Property for the uses expressly authorized in this Easement provided, that any tenant(s) under such leases acknowledges and agrees to comply with the duties and obligations of this Easement. A copy of this Easement, including all Exhibits attached thereto, must be included as an attachment to any lease of all or any portion of the Property.

EXHIBIT C PROHIBITED USES AND PRACTICES

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of this Easement and are expressly prohibited upon or within the Property:

1. Impairment of Protected Values. The impairment of the Protected Values, except as otherwise provided herein.
2. Commercial or Industrial Use. The establishment and conduct of commercial or industrial uses or the construction, placing, or erection of any signs or billboards; provided, however, that neither ranching, agriculture, nor the production or processing of food and fiber products as contemplated by the provisions of Exhibit B, shall be considered prohibited commercial or industrial uses. Further provided, however, that County shall have the right in its sole discretion to approve the establishment and conduct of non-agricultural commercial and industrial uses or activities which are compatible with the Protected Values of the Property and which are ancillary and subordinate to the agricultural uses of the Property. Notwithstanding the prohibition above on the placing or erecting of signs, County, in its sole discretion, may also approve signs related to any such commercial or industrial uses approved by County.
3. Construction. The construction, reconstruction, or replacement of structures, housing, roads and other improvements and facilities except as provided in Section 11 (a) of this Easement and Section 3 of Exhibit B.
4. Subdivision. The division, subdivision, or de facto subdivision of the Property, provided, however, that a lease of a portion of the Property for agricultural use shall not be prohibited by this Section.
5. Motorized Vehicles. The use of motorized vehicles and electric bicycles, except by Grantor or others under Grantor's control for agricultural, ranching, or attendant residential use of the Property. Any use of motorized vehicles off of roadways is prohibited except when necessary for agricultural and ranching purposes.
6. Tree Cutting. The harvesting or removal of trees; provided, however, that Grantor shall have the right to (i) cut or collect firewood for the heating of ranch and residential facilities on the Property; and (ii) cut or remove trees as reasonably necessary to control insects and diseases, prevent personal injury and property damage, and to allow construction or repair of residential or agricultural facilities. Grantor may also develop and, with the express prior written approval of County, implement a long-range plan for the growing and/or harvesting of trees in a manner that is consistent with the purpose of this Easement.
7. Dumping. The dumping or other disposal of wastes, refuse, or debris on the Property, except for organic material generated by permitted agricultural uses on the Property; provided that any such dumping or disposal of organic material shall be in accordance with applicable law and generally accepted agricultural management practices. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or hazardous waste shall be placed, stored, dumped, buried, or permitted to remain on the Property except as reasonably required for the use of the Property for agricultural purposes and in accordance with applicable law.
8. Soil Degradation. Ranching, agricultural, or other uses, otherwise permitted under this Easement, which result in significant degradation of soil quality.

9. Water Quality Degradation. Ranching, agricultural, or other uses, otherwise permitted under this Easement, which result in significant degradation of water quality.

10. Surface Alteration or Excavation. Any alteration of the general topography or natural drainage of the Property including, without limitation, the excavation or removal of soil, sand, rock, or gravel, except as may be required for uses on the Property incidental to agricultural uses permitted herein, provided that such materials are taken only from locations and in amounts approved by County.

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0167509



Jun 24, 2025 04:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,

SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 9

7796434

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1, Conveyance to a Government Agency)

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd

Work Task No.: PWR-00430

R.E.S. Parcel No.: 2015-0018

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), HomeBridge Financial Services, Inc., ("Lender"), and Miguelangel Reyes ("Borrower").

RECITALS

1. A Deed of Trust, dated November 6, 2020, with Borrower as Trustor, Mortgage Electronic Registration Systems, Inc "MERS" as beneficiary, and HomeBridge Financial Services, Inc. as lender was recorded on November 16, 2020 as Document No. 2020-0717821 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records"); and
2. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security; and
3. Owner has executed and delivered to County, as grantee, the Easement for County Highway ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement.
4. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

Madison Radm
COST BOARD OF SUPERVISORS
2025 JUL 17 PM 12:18
Office Assistant
Confidential
mrad

NEGOTIATION AGREEMENT

THIS AGREEMENT is made this 17th day of July, 2025, between the Board of Supervisors of the County of Madison, Wisconsin, and the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc.

The Board of Supervisors of the County of Madison, Wisconsin, and the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., hereby agree to the following terms and conditions:

1. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

2. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

ARTICLE I

1. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

2. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

3. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

4. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

ARTICLE II

1. The Board of Supervisors of the County of Madison, Wisconsin, shall pay the Madison Police Association, Local Union No. 1000, International Association of Police Officers, Inc., the salary and benefits set forth in this Agreement.

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1, Conveyance to a Government Agency)

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922
Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd
Work Task No.: PWR-00430
R.E.S. Parcel No.: 2015-0018

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), HomeBridge Financial Services, Inc., ("Lender"), and Miguelangel Reyes ("Borrower").

RECITALS

1. A Deed of Trust, dated November 6, 2020, with Borrower as Trustor, Mortgage Electronic Registration Systems, Inc "MERS" as beneficiary, and HomeBridge Financial Services, Inc. as lender was recorded on November 16, 2020 as Document No. 2020-0717821 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records"); and
2. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security; and
3. Owner has executed and delivered to County, as grantee, the Easement for County Highway ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement.
4. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

Dated this 5TH day of March, 2025. 2015-0018

Lender – Mortgage Electronic Registration Systems, Inc., as nominee for HomeBridge Financial Services, Inc., its successors and assigns.

By: [Signature]
Name Michael Knaack Title Asst. Secretary

By: [Signature]
Name Erica D. Tracy Title Asst. Secretary

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 Indiana)
COUNTY OF Hamilton) SS

On March 5th, 2025 before me, Heather Marie Diaz a Notary Public, personally appeared Michael Knaack & Erica D. Tracy

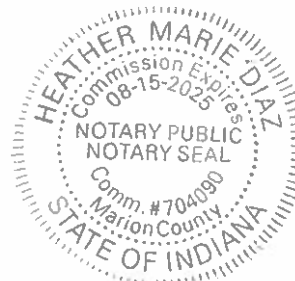
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(FOR NOTARY SEAL OR STAMP)

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: Heather Marie Diaz
Heather Marie Diaz, Hamilton Indiana
Name (typed or printed), Notary Public in and for said County and State



Dated this 10 TH day of JUNE, 2025

Borrower – Miguelangel Reyes

By: [Signature]

MIGUEL ANGEL REYES

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

SS

ON JUNE 10, 2025, BEFORE ME, LAURA L. FREITAS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED

MIGUEL ANGEL REYES

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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: [Signature]
LAURA L. FREITAS, DEPUTY COUNTY CLERK



Dated this 10 TH day of JUNE, 2025.

County of San Diego,
a political subdivision of the State of California

By: Krista Ellis
Marko Medved, P.E., CEM
Director, Department of General Services
By: Krista Ellis, DEPUTY DIRECTOR
ASSET MANAGEMENT

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 } SS

ON JUNE 10, 2025 BEFORE ME, LAURA L. FREITAS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED KRISTA ELLIS, DEPUTY DIRECTOR, 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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK



BY: Laura L. Freitas
LAURA L. FREITAS, DEPUTY COUNTY CLERK

ATTACHMENT 1

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687

Parcel No.: 2015-0018-ABC

Fund.: PWR-00430

MIGUELANGEL REYES, a Single Man

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE or COUNTY, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0018-A

(07.19.2018)

(PET:TJM:pet)

AN EASEMENT FOR A COUNTY HIGHWAY UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID GRANTOR'S LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 5065, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF COLE GRADE ROAD ACCORDING TO SAID PARCEL MAP.

Parcel No. 2015-0018-B

(11.28.2022)

(TJM: WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 45.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 62.60 FEET;
THENCE NORTH 6°51'56" EAST, 94.20 FEET TO A LINE PARALLEL WITH AND 56.50 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;
THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 99.44 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2 AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-A** DESCRIBED ABOVE.

Page 1 of 5

January 2, 2024
SWHEE L EPPS Services\ACORE\OC\OPW PROJECTS\OPW-ROAD PROJECTS\COLE GRADE ROAD\Phase 1\ Owners Offer to display\2015-0018-A Reyes & Hower\CC under\revisions\2015-0018-B\REYES-HOWER 2021-07-02.docx

2015-0018-ABC

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION OF SAID EASEMENT, TO OTHER PUBLIC AGENCIES. THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS: GRADING, EXCAVATION, PLACEMENT OF SOIL, SAND, ROCK, GRAVEL OR OTHER MATERIALS, CONSTRUCTION, ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE, VEHICULAR ACTIVITIES, TRASH DUMPING OR ANY OTHER USE NOT CONSISTENT WITH A SLOPE, EXCAVATION, EMBANKMENT, DRAINAGE, IRRIGATION AND LANDSCAPING PURPOSES, EXCEPT AS PERMITTED BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

GRANTOR HEREBY GRANTS TO GRANTEE, ITS AGENTS, SUCCESSORS AND ASSIGNS, REPRESENTATIVES OR SUBCONTRACTORS, THE TEMPORARY RIGHTS TO INSTALL, ERECT, CONSTRUCT, MAINTAIN, USE AND REMOVE TEMPORARY UTILITY FACILITIES AND LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES OVER, UNDER, ABOVE AND ACROSS PARCEL NO. 2015-0018-A DURING AND PRIOR TO THE COURSE OF CONSTRUCTION OF SAID PUBLIC HIGHWAY. THE TEMPORARY RIGHT SHALL EXPIRE WITH THE TEMPORARY CONSTRUCTION EASEMENT GRANTED IN PARCEL NO. 2015-0018-C BELOW.

Parcel No. 2015-0018-C

(12.18.2023)

(PET:TJM:pet)

A TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-WAY UPON, THROUGH, UNDER, OVER AND ACROSS THE HEREINAFTER DESCRIBED REAL PROPERTY FOR THE PURPOSES SET FORTH BELOW:

THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 73.60 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 39.75 FEET TO A LINE PARALLEL WITH AND 39.75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 89°50'44" WEST, 3.60 FEET TO A LINE PARALLEL WITH AND 70.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 188.90 FEET;

THENCE SOUTH 89°50'25" EAST, 32.00 FEET; THENCE NORTH 0°09'35" EAST 26.76 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2, AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-B** DESCRIBED ABOVE.

TEMPORARY CONSTRUCTION EASEMENT PURPOSES: RECONSTRUCTION OF UTILITY LATERALS, RECONNECTING PRIVATE IMPROVEMENTS, INSTALLATION OF TEMPORARY UTILITY LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES, AND FOR ANY OTHER OPERATIONS NECESSARY AND INCIDENT TO THE CONSTRUCTION OF A PUBLIC HIGHWAY KNOWN AS COLE GRADE ROAD, WITH THE RIGHT TO REMOVE TREES, BUSHES, UNDERGROWTH, FLOWERS, AND ANY OTHER OBSTRUCTIONS INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY GRANTEE, ITS SUCCESSORS OR ASSIGNS AND IN ADDITION THERETO, THE RIGHT TO GRADE,

Page 2 of 5

January 2, 2024
S:\Vet Estate Services\ACOR BLOC\PRV PROJECTS\300PRV-OPR GAD PROJECTS\COLE GRADE ROAD\Phase 1\1 Owners Offer Package\2015-0018-A Reyes & Howard\Condemnation\2015-0018-ABC-REYES-HOWARD 2011-01-02.docx

2015-0018-ABC

PLACE OR REMOVE SOIL, EQUIPMENT AND OTHER MATERIALS WITHIN SAID RIGHT-OF-WAY AND TO USE THE SAME IN SUCH MANNER AND AT SUCH LOCATIONS AS SAID GRANTEE MAY DEEM PROPER, NEEDFUL OR NECESSARY IN THE IMPROVEMENT OF SAID PUBLIC HIGHWAY OR STRUCTURES APPURTENANT THERETO. THIS TEMPORARY CONSTRUCTION EASEMENT WILL BE IN EFFECT FROM JUNE 1, 2024 THROUGH JUNE 1, 2028; PROVIDED, HOWEVER, GRANTEE MAY TERMINATE THIS TEMPORARY CONSTRUCTION EASEMENT EARLIER THAN JUNE 1, 2028 BY SENDING A WRITTEN NOTICE TO GRANTOR STATING ITS NEED FOR THIS TEMPORARY CONSTRUCTION EASEMENT HAS ENDED AND STATING THE DATE FOR EARLY TERMINATION.

As to the Slope Easement in Parcel 2015-0018-B: RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

As to the County Highway Easement in Parcel 2015-0018-A and the Slope Easement in Parcel 2015-0018-B: The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway. Water rights are limited to underground or above ground drainage and surface water.

As to all easements granted herein: The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: The Grantor hereby further grants right of way for, operation, maintenance, repair, replacement, and reconstruction of overhead utility lines and/or utility poles, together with the perpetual right to remove trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said TCE and right of way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right of way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said utility overhead lines and poles or structures incidental thereto.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: Upon the termination of this TCE, all Permitted Activities on the Property shall cease, all equipment be removed, and the Property restored as near as is reasonably possible to the condition that existed prior to the commencement of the activities including, without limitation, by backfilling any excavation made on the Property so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and replacing any oiled, asphalt or concrete surface with like material and will replacing any fence removed by Grantee.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor may, at his own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right of way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor hereby covenants and agrees for **himself/herself/themselves, his/her/their** heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said temporary easement and right of way any building or structure of any nature or kind that will interfere with the use of said temporary easement and right of way by Grantee, its successors or assigns, or that will interfere with the temporary ingress or egress thereto by said Grantee, its successors or assigns.

County shall provide Grantor with ingress and egress to the houses and the RV-parking area in the back during and after the construction period.

2015-0018-ABC

Dated this _____ day of _____, 20____

MIGUEL ANGEL REYES

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 _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

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

(FOR NOTARY SEAL OR STAMP)

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: _____

Name (typed or printed), Notary Public in and for said County and State

2015-0018-ABC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

Thomas J. McCabe, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0167510



Jun 24, 2025 04:26 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 9

SPACE ABOVE FOR RECORDER'S USE ONLY

7796432

SUBORDINATION AGREEMENT

NOTICE: This Subordination Agreement may result
in your security interest in the property
becoming subject to and of lower priority
than the lien of some other or later instrument

(The County of San Diego is exempt from Document Transfer Tax per GC27383 and SB 2 per GC27388.1, Conveyance to a Government Agency)

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd

Work Task No.: PWR-00430

R.E.S. Parcel No.: 2015-0018

This Subordination Agreement is made among the County of San Diego, a political subdivision of the State of California ("County"), U.S. Bank National Association, ("Lender"), and Miguelangel Reyes AKA Miguelangel Reyes Sr, unmarried; Vanessa L. Howse, unmarried ("Borrower").

RECITALS

1. A Deed of Trust, dated April 5, 2022, with Borrower as Trustor, U.S. Bank National Association as beneficiary, and U.S. Bank National Association as lender was recorded on April 21, 2022 as Document No. 2022-0173975 of Official Records in the Office of the Recorder in the County of San Diego, State of California ("Official Records"); and
2. Lender is the current owner and holder of the note and other evidence of indebtedness for which the Deed of Trust was given for security; and
3. Owner has executed and delivered to County, as grantee, the Easement for County Highway ("Easement") attached to and incorporated in this Subordination Agreement as Attachment 1, and to be recorded substantially concurrently with this Subordination Agreement.
4. County, Owner, and Lender intend to subordinate the Deed of Trust to the Easement in accordance with the terms and conditions set forth below.

AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

**CHICAGO TITLE COMPANY
COMMERCIAL DIVISION**

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
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San Diego County Administration Center
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San Diego, California 92101

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AGREEMENT

For valuable consideration the receipt of which is acknowledged, Lender subordinates the Deed of Trust and its interest in the Lender Agreement to the rights, title, and interest granted to County under the Easement. Except as expressly provided, nothing contained in this Subordination Agreement alters, changes, or modifies the terms, provisions, or conditions of the Deed of Trust or the Lender Agreement, or releases or affects the validity of the lien, security interest, and other rights of Lender arising under the Deed of Trust and the Lender Agreement. The lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement are not affected in any manner by the execution of this Subordination Agreement other than through subordination of the lien, security interest, and other rights of Lender under the Deed of Trust and Lender Agreement to County's rights, title, and interest under the Easement, such that in the event Lender forecloses its lien under the Deed of Trust, County's rights, title, and interest under the Easement will not be extinguished and will remain undisturbed.

Dated this 10TH day of JUNE, 2025.

Borrower – Miguelangel Reyes ~~AKA~~ Miguelangel Sr, unmarried; Vanessa L. Howse, unmarried

By: [Signature]
MIGUELANGEL REYES

By: [Signature]
VANESSA L. HOWSE

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

SS

ON JUNE 10, 2025, BEFORE ME, LAURA L. FREITAS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED
MIGUELANGEL REYES & VANESSA L. HOWSE

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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: [Signature]
LAURA L. FREITAS, DEPUTY COUNTY CLERK



Dated this 10 TH day of JUNE, 2025.

County of San Diego,
a political subdivision of the State of California

By: Krista Ellis
Marko Medved, P.E., CEM
Director, Department of General Services
By: Krista Ellis, DEPUTY DIRECTOR
ASSET MANAGEMENT

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 JUNE 10, 2025 BEFORE ME, LAVRA L. FREITAS,
DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED
KRISTA ELLIS, DEPUTY DIRECTOR, 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
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WITNESS MY HAND AND OFFICIAL SEAL.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: Laura L. Freitas
LAVRA L. FREITAS, DEPUTY COUNTY CLERK



ATTACHMENT 1

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

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(MAIL STATION A45)

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San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

EASEMENT FOR COUNTY HIGHWAY

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 133-351-21

Project: Cole Grade Rd
RS680

W.O. No.: WT-4017687

Parcel No.: 2015-0018-ABC

Fund.: PWR-00430

MIGUEL ANGEL REYES, a Single Man

hereinafter called GRANTOR(S), for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, convey and dedicate to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, together with its successors and assigns, hereinafter called GRANTEE or COUNTY, the right-of-way and incidents thereto for a public highway upon, through, under, over and across that certain real property in the County of San Diego, State of California, described as follows:

Parcel No. 2015-0018-A

(07.19.2018)

(PET:TJM:pet)

AN EASEMENT FOR A COUNTY HIGHWAY UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID GRANTOR'S LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 5065, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SEPTEMBER 2, 1976, LYING WESTERLY OF A LINE THAT IS PARALLEL WITH AND 35.00 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF COLE GRADE ROAD ACCORDING TO SAID PARCEL MAP.

Parcel No. 2015-0018-B

(11.28.2022)

(TJM: WAR:tjm)

AN EASEMENT FOR EXCAVATION AND EMBANKMENT SLOPES AND DRAINAGE STRUCTURES FOR A PUBLIC HIGHWAY, AND FOR IRRIGATION AND LANDSCAPING PURPOSES, UPON, UNDER, OVER AND ACROSS THAT PORTION OF SAID PARCEL 2 OF PARCEL MAP NO. 5065, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

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THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 99.44 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2 AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-A** DESCRIBED ABOVE.

2015-0018-ABC

TOGETHER WITH THE PERPETUAL RIGHT TO REMOVE BUILDINGS, STRUCTURES, TREES, BUSHES, SILT, UNDERGROWTH, AND ANY OTHER OBSTRUCTION INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY THE GRANTEE. TO HAVE AND TO HOLD SAID EASEMENT AND RIGHT-OF-WAY UNTO ITSELF AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER TOGETHER WITH THE RIGHT TO CONVEY SAID EASEMENT, OR ANY PORTION OF SAID EASEMENT, TO OTHER PUBLIC AGENCIES. THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT BY GRANTOR, ITS SUCCESSORS AND ASSIGNS: GRADING, EXCAVATION, PLACEMENT OF SOIL, SAND, ROCK, GRAVEL OR OTHER MATERIALS, CONSTRUCTION, ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE, VEHICULAR ACTIVITIES, TRASH DUMPING OR ANY OTHER USE NOT CONSISTENT WITH A SLOPE, EXCAVATION, EMBANKMENT, DRAINAGE, IRRIGATION AND LANDSCAPING PURPOSES, EXCEPT AS PERMITTED BY THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.

GRANTOR HEREBY GRANTS TO GRANTEE, ITS AGENTS, SUCCESSORS AND ASSIGNS, REPRESENTATIVES OR SUBCONTRACTORS, THE TEMPORARY RIGHTS TO INSTALL, ERECT, CONSTRUCT, MAINTAIN, USE AND REMOVE TEMPORARY UTILITY FACILITIES AND LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES OVER, UNDER, ABOVE AND ACROSS PARCEL NO. 2015-0018-A DURING AND PRIOR TO THE COURSE OF CONSTRUCTION OF SAID PUBLIC HIGHWAY. THE TEMPORARY RIGHT SHALL EXPIRE WITH THE TEMPORARY CONSTRUCTION EASEMENT GRANTED IN PARCEL NO. 2015-0018-C BELOW.

Parcel No. 2015-0018-C

(12.18.2023)

(PET:TJM:pet)

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BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SAID PARCEL 2 WITH A LINE PARALLEL WITH AND 73.60 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST 39.75 FEET TO A LINE PARALLEL WITH AND 39.75 FEET NORTHERLY, MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY LINE;

THENCE ALONG SAID PARALLEL LINE NORTH 89°50'44" WEST, 3.60 FEET TO A LINE PARALLEL WITH AND 70.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF COLE GRADE ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 0°09'35" EAST, 188.90 FEET;

THENCE SOUTH 89°50'25" EAST, 32.00 FEET; THENCE NORTH 0°09'35" EAST 26.76 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL 2, AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WESTERLY OF THE EASTERLY BOUNDARY OF **PARCEL NO. 2015-0018-B** DESCRIBED ABOVE.

TEMPORARY CONSTRUCTION EASEMENT PURPOSES: RECONSTRUCTION OF UTILITY LATERALS, RECONNECTING PRIVATE IMPROVEMENTS, INSTALLATION OF TEMPORARY UTILITY LINES, INCLUDING, BUT NOT LIMITED TO, POLES FOR THE TRANSMISSION OR DISTRIBUTION OF ELECTRICITY AND COMMUNICATIONS AND/OR PIPES FOR THE TRANSMISSION OR DISTRIBUTION OF WATER AND ALL NECESSARY AND PROPER GUYS, ANCHORAGE, CROSS ARMS, BRACES AND OTHER FIXTURES, AND FOR ANY OTHER OPERATIONS NECESSARY AND INCIDENT TO THE CONSTRUCTION OF A PUBLIC HIGHWAY KNOWN AS COLE GRADE ROAD, WITH THE RIGHT TO REMOVE TREES, BUSHES, UNDERGROWTH, FLOWERS, AND ANY OTHER OBSTRUCTIONS INTERFERING WITH THE USE OF SAID EASEMENT AND RIGHT-OF-WAY BY GRANTEE, ITS SUCCESSORS OR ASSIGNS AND IN ADDITION THERETO, THE RIGHT TO GRADE,

Page 2 of 5

January 7, 2024
5 Real Estate Services\ACRELOC\OPW PROJECTS\OPW-CORROAD PROJECTS\COLE GRADE ROAD\Phase 111 Owners Offer Package\2015-0018-A Revised & Now an Cancellation\2015-0018-ABC\YES-HOWSE 2011-01-02.docx

2015-0018-ABC

PLACE OR REMOVE SOIL, EQUIPMENT AND OTHER MATERIALS WITHIN SAID RIGHT-OF-WAY AND TO USE THE SAME IN SUCH MANNER AND AT SUCH LOCATIONS AS SAID GRANTEE MAY DEEM PROPER, NEEDFUL OR NECESSARY IN THE IMPROVEMENT OF SAID PUBLIC HIGHWAY OR STRUCTURES APPURTENANT THERETO. THIS TEMPORARY CONSTRUCTION EASEMENT WILL BE IN EFFECT FROM JUNE 1, 2024 THROUGH JUNE 1, 2028; PROVIDED, HOWEVER, GRANTEE MAY TERMINATE THIS TEMPORARY CONSTRUCTION EASEMENT EARLIER THAN JUNE 1, 2028 BY SENDING A WRITTEN NOTICE TO GRANTOR STATING ITS NEED FOR THIS TEMPORARY CONSTRUCTION EASEMENT HAS ENDED AND STATING THE DATE FOR EARLY TERMINATION.

As to the Slope Easement in Parcel 2015-0018-B: RESERVING unto Grantor of the above described parcel of land, his/her/their successors or assigns, the right to modify such slopes and/or drainage structures or portions thereof, when in the written opinion of the County and/or District Engineer of Grantee, the necessity therefore is removed by substituting other protection, support and/or drainage facility, provided such substitution is first approved in writing by the Engineer(s).

As to the County Highway Easement in Parcel 2015-0018-A and the Slope Easement in Parcel 2015-0018-B: The Grantor hereby further grants to Grantee all trees, growths (growing or that may hereafter grow), and road building materials within said easements and right-of-way, including the right to take water, together with the right to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary, in the construction, reconstruction, improvement or maintenance of said highway. Water rights are limited to underground or above ground drainage and surface water.

As to all easements granted herein: The Grantor, for itself and its successors and assigns, hereby waive any claim for any and all damages to Grantor's remaining property contiguous to the easements and right-of-way hereby conveyed by reason of (a) the severance of the remainder from the part taken; and (b) the construction and use of the public highway project for which the property is taken in the manner proposed by the County whether or not the damage is caused by a portion of the project located on the part taken.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: The Grantor hereby further grants right of way for, operation, maintenance, repair, replacement, and reconstruction of overhead utility lines and/or utility poles, together with the perpetual right to remove trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said TCE and right of way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right of way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said utility overhead lines and poles or structures incidental thereto.

As to the Temporary Construction Easement in Parcel 2015-0018-C and the temporary rights in Parcel 2015-0018-B: Upon the termination of this TCE, all Permitted Activities on the Property shall cease, all equipment be removed, and the Property restored as near as is reasonably possible to the condition that existed prior to the commencement of the activities including, without limitation, by backfilling any excavation made on the Property so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and replacing any oiled, asphalt or concrete surface with like material and will replacing any fence removed by Grantee.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor may, at his own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right of way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

As to the Slope Easement in Parcel 2015-0018-B: The Grantor hereby covenants and agrees for **himself/herself/themselves, his/her/their** heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said temporary easement and right of way any building or structure of any nature or kind that will interfere with the use of said temporary easement and right of way by Grantee, its successors or assigns, or that will interfere with the temporary ingress or egress thereto by said Grantee, its successors or assigns.

County shall provide Grantor with ingress and egress to the houses and the RV-parking area in the back during and after the construction period.

2015-0018-ABC

Dated this _____ day of _____, 20____

MIGUEL ANGEL REYES

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 _____ } SS

On _____ before me, _____, a Notary Public,
personally appeared _____

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

(FOR NOTARY SEAL OR STAMP)

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: _____

Name (typed or printed), Notary Public in and for said County and State

2015-0018-ABC

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Thomas J. McCabe, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

Madison Podling
COSO BOARD OF SUPERVISORS
2025 JUL 17 PM 12:08
Office Assistant
Confidential
mail

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

DOC# 2025-0203052



Jul 24, 2025 02:15 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 6

SPACE ABOVE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

NO TRANSFER TAX DUE

Document Transfer Tax: \$0

R & T Code 11922

Assessor's Parcel No.: 397-370-10

Project: FY 20-21 Culvert Repair

W.O. No.: WT-4863267

Parcel No.: 2024-0134-A

Fund.: PWR-00458

Armando L. Sanchez and Josalynn E. Sanchez, husband and wife as community property,

the undersigned, herein designated GRANTOR(S), owner(s) of the hereinafter described lands, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY to the **SAN DIEGO COUNTY FLOOD CONTROL DISTRICT**, a special district formed and operating pursuant to **Water Code App. section 105-1, et seq.**, herein designated GRANTEE, a **TEMPORARY CONSTRUCTION EASEMENT** upon, through, under, over and across the hereinafter described real property, together with the right of ingress and egress thereto, for incidental purposes necessary to the installation, construction, operation, maintenance, repair, replacement, and reconstruction of a drainage culvert, with the right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said temporary construction easement by Grantee, its successors or assigns and in addition thereto, the right to grade, place or remove soil, equipment and other materials within said right-of-way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said drainage culvert or structures appurtenant thereto.

Parcel No. 2024-0134-A

(11/07/2024)

(CS:TM)

THAT PORTION OF LOT 10 OF THE COUNTY OF SAN DIEGO TRACT NO. 3555-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8554, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, MAY 10, 1978, DESCRIBED AS FOLLOWS:

hadsen admnra

COSE BOARD OF SUPERVISORS

2025 JUL 30 AM 10:38

OFFICE ASSISTANT

Contentment

mail

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 397-370-10

Project: FY 20-21 Culvert Repair

W.O. No.: WT-4863267

Parcel No.: 2024-0134-A

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Parcel No. 2024-0134-A

(11/07/2024)

(CS:TM)

THAT PORTION OF LOT 10 OF THE COUNTY OF SAN DIEGO TRACT NO. 3555-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 8554, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO, MAY 10, 1978, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 10, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOS COCHES ROAD AS DEDICATED TO AND ACCEPTED BY THE COUNTY OF SAN DIEGO PER SAID MAP; THENCE CONTINUING NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE, NORTH 52°55'34" WEST, A DISTANCE OF 15.15 FEET TO A LINE PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT AND DISTANT 15.00 FEET NORTHWESTERLY PERPENDICULAR THEREFROM; THENCE DEPARTING SAID RIGHT OF WAY LINE AND ALONG SAID PARALLEL LINE, SOUTH 45°12'56" WEST, A DISTANCE OF 124.63 FEET, TO THE WESTERLY LINE OF A FLOWAGE EASEMENT DEDICATED TO AND ACCEPTED BY SAN DIEGO COUNTY FLOOD CONTROL DISTRICT PER SAID MAP; THENCE ALONG SAID WESTERLY LINE, SOUTH 20°33'37" WEST, A DISTANCE OF 35.96 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 10; THENCE NORTHEASTERLY ALONG SAID LINE, NORTH 45°12'56" EAST, A DISTANCE OF 159.46 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,131 SQUARE FEET (0.049 ACRES), MORE OR LESS.

SEE EXHIBIT "A" ATTACHED HERETO CONSISTING OF ONE PAGE, FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

This Temporary Construction Easement will be in effect for **SIX MONTHS** beginning upon commencement of construction of said drainage culvert on Grantor's property, and may be extended as needed, on a month - by - month basis thereafter. In any event this easement will terminate on the date of recording of the "Notice of Completion" for this project.

Dated this 13th day of MAY, 2025

By: [Signature]
Name: **Armando L. Sanchez**

By: [Signature]
Name: **Josalynn E. Sanchez**

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 _____ } SS

On _____, before me, _____
_____, a Notary Public, personally appeared _____

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

FOR NOTARY SEAL OR STAMP

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: _____

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

SS

ON MAY 13th, 2025, BEFORE ME, RICHARD A. RYALS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED
ARMANDO L. SANCHEZ AND JOSALYNN E. SANCHEZ

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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY: Ra. Ryals
RICHARD A. RYALS, DEPUTY COUNTY CLERK



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

5/19/2025



Thomas J. McCabe, PLS
Senior Land Surveyor
Real Estate Services Division
Department of General Services
County of San Diego

EXHIBIT "A"



**SEAN W. &
DEANNA L. WELCH**
APN: 397-370-09

LOT 9

ACCESS RIGHTS
RELINQUISHED
PER MAP 8854

PUBLIC
RIGHT-OF-WAY
DEDICATED PER
MAP 8854

LOS COCHES
ROAD

FLOWAGE EASEMENT
DEDICATED TO AND ACCEPTED
BY SAN DIEGO COUNTY FLOOD
CONTROL DISTRICT
PER MAP 8854, REC.
1-15-1980.

P.O.B.
PARCEL
2024-0134A

MAP 8854

LOT 10

**ARMANDO L. &
JOSALYNN E. SANCHEZ**

**APN:397-370-10
RP#2024-0134**

LOT 10

MAP 8854

20' WIDE SDG&E ESMT.
FOR A LINE OF POLES
WITH WIRES SUSPENDED
AND PURPOSES
CONNECTED THEREWITH,
REC. 9/5/55 IN BOOK
5781, PG 182

**BRADLEY
FAMILY TRUST**
08-17-21
APN: 397-280-02

LOT 2

LOT 3

LOT 11

LEGEND:

- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT
- EXISTING CENTERLINE
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
CONTAINS 0.049 A.C. (2131 S.F.)

LINE DATA TABLE		
	BEARING	LENGTH
L1	N52°55'34"W	15.15'
L2	S45°12'56"W	124.63'
L3	S20°33'37"W	35.96'
L4	N45°12'56"E	159.46'

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES
COUNTY OF SAN DIEGO

APPROVED BY: TM
DRAWN BY: CS (PSOMAS)

DATE: 11/07/2024
SCALE: 1" = 30'

1 SHEET No. 1
OF
PARCEL No.

TEMPORARY CONSTRUCTION EASEMENT

2024-0134-A

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

07796460
DOC# 2025-0203057



Jul 24, 2025 02:18 PM

OFFICIAL RECORDS
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00 (SB2 Atkins: \$0.00)

PAGES: 6

SPACE ABOVE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 397-402-41

Project: FY 20-21 Culvert Repair

W.O. No.: WT-4863267
Parcel No.: 2024-0135-A
Fund.: PWR-00458

Evan Charlesworth and Donna Charlesworth, trustees for the Charlesworth Family Trust,

the undersigned, herein designated GRANTOR(S), owner(s) of the hereinafter described lands, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY to the COUNTY OF SAN DIEGO, a political subdivision of the State of California, herein designated GRANTEE, a TEMPORARY CONSTRUCTION EASEMENT upon, through, under, over and across the hereinafter described real property, together with the right of ingress and egress thereto, for incidental purposes necessary to the installation, construction, operation, maintenance, repair, replacement, and reconstruction of a drainage culvert, with the right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said temporary construction easement by Grantee, its successors or assigns and in addition thereto, the right to grade, place or remove soil, equipment and other materials within said right-of-way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said drainage culvert or structures appurtenant thereto.

Parcel No. 2024-0135-A

(11/07/2024)

(CS:TM)

THAT PORTION OF LOT 3 OF THE COUNTY OF SAN DIEGO TRACT NO. 3747, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF 9524, FILED IN THE OFFICE OF THE COUNTY RECORDER SAID COUNTY, JANUARY 15, 1980, DESCRIBED AS FOLLOWS:

Madison paid
CUSD BOARD OF SUPERVISORS
2025 JUL 30 AM 10:34
Office Assistant
Confidential
mail

WED JUL 30 2025
10:34 AM
CUSD BOARD OF SUPERVISORS
MADISON, CA

CONFIDENTIAL - CUSD BOARD OF SUPERVISORS

TO: CUSD BOARD OF SUPERVISORS
FROM: [Redacted]
SUBJECT: [Redacted]

[Redacted text block containing meeting agenda or minutes]

FOR THE BOARD OF SUPERVISORS, I am enclosing the [Redacted] for the Board of Supervisors to review and discuss at the next meeting.

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

NO TRANSFER TAX DUE

Document Transfer Tax: \$0
R & T Code 11922

Assessor's Parcel No.: 397-402-41

Project: FY 20-21 Culvert Repair

W.O. No.: WT-4863267

Parcel No.: 2024-0135-A

Fund.: PWR-00458

Evan Charlesworth and Donna Charlesworth, trustees for the Charlesworth Family Trust,

the undersigned, herein designated GRANTOR(S), owner(s) of the hereinafter described lands, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California, herein designated GRANTEE, a TEMPORARY CONSTRUCTION EASEMENT upon, through, under, over and across the hereinafter described real property, together with the right of ingress and egress thereto, for incidental purposes necessary to the installation, construction, operation, maintenance, repair, replacement, and reconstruction of a drainage culvert, with the right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said temporary construction easement by Grantee, its successors or assigns and in addition thereto, the right to grade, place or remove soil, equipment and other materials within said right-of-way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said drainage culvert or structures appurtenant thereto.

Parcel No. 2024-0135-A

(11/07/2024)

(CS:TM)

THAT PORTION OF LOT 3 OF THE COUNTY OF SAN DIEGO TRACT NO. 3747, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF 9524, FILED IN THE OFFICE OF THE COUNTY RECORDER SAID COUNTY, JANUARY 15, 1980, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF THEREOF, SOUTH 52°54'14" EAST, A DISTANCE OF 0.65 FEET TO THE WESTERLY LINE OF THE 12 FOOT WIDE DRAINAGE EASEMENT DEDICATED TO AND ACCEPTED BY THE SAN DIEGO COUNTY FLOOD CONTROL DISTRICT WITHIN SAID LOT, ACCORDING TO SAID MAP; THENCE ALONG SAID WESTERLY LINE SOUTH 1°31'10" EAST, A DISTANCE OF 46.76 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 48°29'43" WEST, A DISTANCE OF 34.77 FEET TO THE NORTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 45°12'56" EAST, A DISTANCE OF 34.21 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 10,004 SQUARE FEET, MORE OR LESS.

SEE **EXHIBIT "A"** ATTACHED HERETO CONSISTING OF ONE PAGE, FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT INTENDED TO BE USED IN THE CONVEYANCE OF LAND.

This Temporary Construction Easement will be in effect for **SIX MONTHS** beginning upon commencement of construction of said drainage culvert on Grantor's property, and may be extended as needed, on a month - by - month basis thereafter. In any event this easement will terminate on the date of recording of the "Notice of Completion" for this project.

Dated this 28TH day of APRIL, 20 25

Charlesworth Family Trust

By: 
Name: Evan Charlesworth, Trustee

By: 
Name: Donna Charlesworth, Trustee

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 _____ } SS

On _____ before me, _____
_____, a Notary Public, personally appeared _____

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

FOR NOTARY SEAL OR STAMP

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: _____

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

SS

ON APRIL 28, 2025, BEFORE ME, LAURA FREITAS, DEPUTY COUNTY CLERK OF THE COUNTY OF SAN DIEGO, PERSONALLY APPEARED

EVAN S. CHARLESWORTH +
DONNA M. CHARLESWORTH

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.

JORDAN Z. MARKS
COUNTY ASSESSOR/RECORDER/COUNTY CLERK

BY:


LAURA FREITAS, DEPUTY COUNTY CLERK

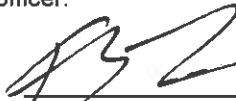


CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

5/8/2025

**Thomas J. McCabe, PLS**

Senior Land Surveyor

Real Estate Services Division

Department of General Services

County of San Diego

EXHIBIT "A"



**ARMANDO L. &
JOSALYNN E. SANCHEZ**

**APN:397-370-10
RP#2024-0134**

LOT 10

MAP 8854

20' WIDE SDG&E ESMT.
FOR A LINE OF POLES
WITH WIRES SUSPENDED
AND PURPOSES
CONNECTED THEREWITH,
REC. 9/5/55 IN BOOK
5781, PG 182

LOT 11

LOT 4

2' WIDE SDG&E ESMT.
FOR A POLES,
CROSS-ARMS AND
WIRES SUSPENDED,
REC. 1/4/1926 IN
BOOK 1154, PG 269.
DOC. LACKS A
RETRACEABLE LEGAL
DESCRIPTION AND IS
NON-PLOTTABLE.

ESMT. FOR SEWER, WATER, ELECT.,
GAD, CABLE OR TELEPHONE
GRANTED TO OWNERS OF THE
"PROJECT" AS DESCRIBED IN THE
DOC. REC. MAY 15, 1984 AS DOC.
NO. 1984-180936. LACKS A
RETRACEABLE LEGAL DESCRIPTION
AND IS NON-PLOTTABLE.

**CHARLESWORTH
FAMILY TRUST
APN: 397-402-41
RP#2024-0135**

LOT 3

**BURKSHIRE
PLACE**

**BRADLEY
FAMILY TRUST
08-17-21
APN: 397-280-02**

LOT 2

**RUSSELL C. &
MARIYA S. ARROYO
APN: 397-402-42
RP#2024-0136**

12' WIDE DRAINAGE EASEMENT
DEDICATED TO AND ACCEPTED
BY SDCFCO PER MAP 9524,
REC. 1/15/1980.

MAP 9524

LOT 1

LEGEND:

- EXISTING RIGHT-OF-WAY
- - - EXISTING PROPERTY BOUNDARY
- - - EXISTING EASEMENT
- - - EXISTING CENTERLINE
- PROPOSED TEMPORARY
CONSTRUCTION EASEMENT
CONTAINS 0.014 A.C. (605 S.F.)

LINE DATA TABLE

	BEARING	LENGTH
L1	S52°54'14"E	0.65'
L2	S1°31'10"E	46.76'
L3	N48°29'43"W	34.77'
L4	N45°12'56"E	34.21'

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES
COUNTY OF SAN DIEGO

APPROVED BY: TM
DRAWN BY: CS (PSOMAS)

DATE: 11/07/2024
SCALE: 1" = 30'

1 SHEET No. 1
OF
PARCEL No.

TEMPORARY CONSTRUCTION EASEMENT

2024-0135-A