County of San Diego

PLANNING & DEVELOPMENT SERVICES
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(858) 505-6445 General • (858) 694-2705 Codes
(858) 565-5920 Building Services
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VINCE NICOLETTI
DIRECTOR

February 10, 2026

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF FINAL MAP APPLICATION

County of San Diego Tract No. 5520-1

The Director of Planning & Development Services is reviewing a Final Map application for approval. The Final Map, County Tract No. 5520-1, is in the Lakeside Community Plan Area.

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

PROJECT DESCRIPTION

This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5520-1; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for public improvements.

County of San Diego Tract No. 5520-1, also known as Germann Tentative Map, is a subdivision consisting of fourteen (14) single-family lots and one (1) HOA lot on a total of 5.28 acres. The project site is located at 9212 Westhill Road, within the Lakeside Community Plan Area of unincorporated San Diego County.

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

02/10/2026 CR7

Attachment A

Final Map

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5520-1

BEING A SUBDIVISION OF A PORTION OF LOT 78 OF THE RIVERVIEW FARMS, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1695, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 14, 1917

SUBDIVISION GUARANTEE PREPARED BY FIRST AMERICAN TITLE COMPANY, ORDER NO. NHSC-7103275

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED IN THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

AN IRREVOCABLE OFFER TO THE PUBLIC VARIABLE WIDTH ROAD AND LANDES VALLEY ROAD, FOR USE AS PUBLIC STREETS TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMIT OF SAID RIGHT-OF-WAY, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOTS 1, 2, 3, 4, 5 & 6 IN AND TO WESTHILL ROAD, ALL AS SHOWN ON SAID MAP.

WE HEREBY RESERVE THE PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF THE SUBDIVIDER, ITS SUCCESSORS AND/OR ASSIGNS.

WE HEREBY GRANT TO SAN DIEGO COUNTY SANITATION DISTRICT THE SEWER EASEMENT WITHIN LOT 7 TO MAINTAIN SEWER FACILITIES, AS SHOWN ON SAID MAP.

WE HEREBY GRANT TO THE COUNTY OF SAN DIEGO A PERPETUAL AVIGATION EASEMENT AND RIGHT-OF-WAY FOR THE USE AND BENEFIT OF THE PUBLIC FOR THE FREE AND UNOBSTRUCTED PASSAGE OF AIRCRAFT IN, THROUGH, AND ACROSS ALL THE AIRSPACE ABOVE THE ENTIRE AREA OF THIS SUBDIVISION, TOGETHER WITH THE CONTINUING RIGHT TO CAUSE OR ALLOW IN ALL THE AIRSPACE ABOVE THE SURFACE OF GRANTOR'S PROPERTY SUCH NOISE, VIBRATIONS, FUMES, DUST, FUEL PARTICLES AND OTHER EFFECTS AS MAY BE CAUSED BY OR RESULT FROM THE OPERATION OF AIRCRAFT; IT BEING UNDERSTOOD AND AGREED THAT GRANTOR WITHOUT TO MAINTAIN AND DEVELOP IN SUCH A MANNER THAT SAID AIRPORT AND THE EASEMENT GRANTED HEREIN WILL BE USED AT ALL TIMES AND BY EVERY TYPE OF AIRCRAFT WHICH IS NOW IN EXISTENCE OR WHICH MAY BE DEVELOPED IN THE FUTURE FOR BOTH COMMERCIAL AND NONCOMMERCIAL FLIGHTS, AND GRANTOR, FOR GRANTOR AND THE SUCCESSORS IN INTEREST AND ASSIGNS OF GRANTOR, DOES HEREBY FULLY WAIVE AND RELEASE ANY RIGHT OR CAUSE OF ACTION WHICH THEY OR ANY OF THEM NOW HAVE OR ANY MAY IN THE FUTURE AGAINST GRANTEE, ITS SUCCESSORS AND ASSIGNS, ON ACCOUNT OF OR ARISING OUT OF SUCH NOISE, VIBRATIONS, FUMES, DUST, FUEL PARTICLES, AND OTHER EFFECTS HEREINBEFORE AND HEREAFTER CAUSED BY THE OPERATION OF AIRCRAFT IN SAID AIRSPACE AS SHOWN HEREON.

A. THE TERM "AIRCRAFT" IS DEFINED FOR THE PURPOSES OF THIS DEED AS ANY CONTRIVANCE NOW KNOWN OR HEREAFTER INVENTED, DESIGNED, OR USED FOR NAVIGATION OF FLIGHT IN AIR OR SPACE.

B. GRANTOR, FOR GRANTOR AND THE SUCCESSORS IN INTEREST AND ASSIGNS OF GRANTOR, COVENANTS AND AGREES THAT NEITHER THEY NOR ANY OF THEM WILL PERMIT OR SUFFER THE USE OF GRANTOR'S PROPERTY IN SUCH MANNER AS TO CREATE ELECTRICAL INTERFERENCE WITH RADIO COMMUNICATION TO OR FROM ANY OTHER AIRCRAFT, OR AS TO MAKE IT DIFFICULT FOR AIRCRAFT PILOTS TO DISTINGUISH BETWEEN AIRPORT LIGHTS AND OTHER LIGHTS OR AS TO IMPAIR VISIBILITY IN THE VICINITY OF THE AIRPORT, OR AS TO OBNOXIOUS DAMAGE THE LANDING, TAKING OFF, OR MANEUVERING OF AIRCRAFT, IT BEING UNDERSTOOD AND AGREED THAT THE AFOREGOING COVENANTS AND AGREEMENTS SHALL RUN WITH THE LAND.

BY: Robert Earnest Germann

ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE,
U.D.T. DATED 3-17-1980,
F BO. EARNEST O. GERMANN AND VIRGINE W. GERMANN
AS OWNER

STORMWATER MAINTENANCE AGREEMENT

STORM WATER FACILITIES MAINTENANCE AGREEMENT AFFECTING LOTS 1-12, AND LOT "A" ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED AS

DOCUMENT NO: _____

DATED: _____

SIGNATURE OMISSION STATEMENT

THE SIGNATURES OF THE PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 SUBDIVISION (a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE FOLLOWING RULE

7. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY HOLDER OF EASEMENTS FOR COMMUNICATION STRUCTURES AND INCIDENTAL PURPOSES, RECORDED JUNE 30, 1980 AS INSTRUMENT NO. 133391, O.R.
8. LAKESIDE SANITATION DISTRICT HOLDER OF EASEMENTS FOR INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, WITH ACCESS AND RECONSTRUCTION OF SEWER PIPE LINES AND/OR SEWER MANHOLES, SEWER LATERAL PIPE LINES AND ALL STRUCTURES AND INCIDENTAL PURPOSES, RECORDED JULY 03, 1963 AS INSTRUMENT NO. 119884, O.R.
9. SAN DIEGO GAS & ELECTRIC COMPANY HOLDER OF EASEMENTS FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY FOR ALL PURPOSES FOR WHICH IT MAY BE USED AND INCIDENTAL PURPOSES, RECORDED DECEMBER 01, 1897 AS INSTRUMENT NO. 279401, O.R.
4. LAKESIDE WATER DISTRICT (FORMERLY KNOWN AS RIVERVIEW FARMS MUTUAL WATER COMPANY) HOLDER OF EASEMENTS FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED JANUARY 10, 1922 IN BOOK 871, PAGE 71, OF DEEDS

NOTARY ACKNOWLEDGEMENT

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 October 10, 2025 BEFORE ME,
Michelle Baker A NOTARY PUBLIC, PERSONALLY APPEARED
Robert Earnest Germann

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S), WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Michelle Baker

Michelle Baker
NAME (TYPED OR PRINTED), NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: San Diego

COMMISSION EXPIRES: 08/10/2028

COMMISSION # OF NOTARY: 2491559

BONDS AND ASSESSMENT CERTIFICATE

THE COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR OF PUBLIC WORKS OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN BY THE BOOKS OF OUR OFFICES, AGAINST THE TRACT OR SUBDIVISION, OR ANY PART THEREOF SHOWN ON THE ENCLOSED MAP AND DESCRIBED IN THE CAPTION BELOW.

DAN McALLISTER
COUNTY TREASURER/
TAX COLLECTOR

BY: [signature] COUNTY

DATED: 10-29-2025

MARISA R. BARRIE
DIRECTOR
OF PUBLIC WORKS

BY: [signature] FOR DIRECTOR

DATED: 10-29-25

SAN DIEGO COUNTY SANITATION DISTRICT ACCEPTANCE CERTIFICATE

THIS IS TO CERTIFY THAT THE SEWER EASEMENT AS SHOWN ON THIS MAP GRANTED TO THE SAN DIEGO COUNTY SANITATION DISTRICT IS HEREBY ACCEPTED BY THE SAN DIEGO COUNTY SANITATION DISTRICT, A POLITICAL SUBDIVISION AND/OR CONTRACTING AGENCY ON BEHALF OF ITS BOARD, PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION OF SAID BOARD ADOPTED ON FEBRUARY 23, 1982, AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

FOR DIRECTOR

BY: [signature] DATED: 10-29-25

MARISA R. BARRIE
DIRECTOR OF PUBLIC WORKS

NOTARY ACKNOWLEDGEMENT

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 _____ BEFORE ME,
_____ A NOTARY PUBLIC, PERSONALLY APPEARED
_____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

NAME (TYPED OR PRINTED), NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY _____

COUNTY CLERK'S CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THIS MAP, HAS ACCEPTED, ON BEHALF OF THE PUBLIC SUBJECT TO IMPROVEMENT VIRGINE VIEW ROAD AND EARNEST VALLEY ROAD, TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMIT OF SAID RIGHT-OF-WAY, ALL AS DEDICATED ON SAID MAP, TOGETHER WITH THE ACCESS RIGHTS FROM LOTS 1, 2, 3, 4, 5, & 6 IN AND TO WESTHILL ROAD, ALL AS RELINQUISHED AND WAIVED ON SAID MAP, AND HAS ACCEPTED ON BEHALF OF THE COUNTY THE AVIGATION AND/OR OVERFLIGHT EASEMENT AS GRANTED ON SAID MAP

ANDREW POTTER,
CLERK OF THE BOARD
OF SUPERVISORS

BY: _____
DEPUTY

DATED: _____

SURVEYOR'S STATEMENT

I, JOSEPH G. CRESTO, A PROFESSIONAL LAND SURVEYOR, STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION ON AUGUST 18, 2024 AT THE REQUEST OF LAKESIDE NEW HOMES, LLC, AND SAID SURVEY IS TRUE AND COMPLETE AS SHOWN THAT MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET OR FOUND AS NOTED AT THE SUBDIVISION BOUNDARY CORNERS AND I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND AT THE POSITION INDICATED BY LEGEND IN THIS MAP WITHIN 30 DAYS AFTER COMPLETION OF THE REQUIRED IMPROVEMENTS, AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.
(SEE MONUMENTATION LEGEND SHEET 2)

JOSEPH G. CRESTO
P.L.S. 8009

DATED: 10/9/2025

LICENSED LAND SURVEYOR JOSEPH G. CRESTO No. 8009 STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I, BRIAN J. SZECHO, HEREBY STATE THAT I HAVE EXAMINED THIS MAP THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT TOGETHER WITH ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BRIAN J. SZECHO
P.L.S. 7882
SAN DIEGO COUNTY SURVEYOR

DATED 10-29-25

LICENSED LAND SURVEYOR BRIAN J. SZECHO No. 7882 STATE OF CALIFORNIA

TAX DEPOSIT CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF GOVERNMENT CODE) REGARDING (A) DEPOSITS FOR TAXES, AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

ANDREW POTTER,
CLERK OF THE BOARD
OF SUPERVISORS

BY: _____
DEPUTY

DATED _____

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____

I, JORDAN D. MARKS RECORDER OF THE COUNTY OF SAN DIEGO, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF JOSEPH G. CRESTO THIS _____ DAY OF _____ 202_ AT _____ O'CLOCK, __M

JORDAN D. MARKS
COUNTY RECORDER

BY: _____
DEPUTY

FEE: $329.00

Prepared by: STEVENS CRESTO ENGINEERS
8885 OWSLEY AVE DRIVE, SUITE 202
SAN DIEGO, CA 92123
858-634-0880

JOB NO. 24002.02

24002.03 FM 01.dwg

CALIF COORD INDEX 242-1773 (X) (CCS 83)

GRADING PLAN PDS2024-LDGRAD-30519

COUNTY TM 5520 RPL-1

PDS2024-LDMAP-00468

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5520-1

FOUND MONUMENT DESCRIPTIONS

(1) ● 3" IRON PIPE WITH DPF STAMPED "RCE 18016" PER MAP 9341 & PM 17952, ACCEPTED AS A POINT ON THE E'LY SUBDIVISION BOUNDARY PER MAP 9341 & W'LY LINE OF MAP 1695, USED FOR LINE ONLY.

(2) ● 2" IRON PIPE WITH DISC STAMPED "RCE 19136" SHOWN AS "FOUND NO RECORD" ON MAP 14477 ACCEPTED AS A POINT ON SUBDIVISION BOUNDARY & W'LY LINE OF MAP 1695. (SHOWN AS 2" IRON PIPE WITH DISC STAMPED RCE 18016 PER MAP 9341 & PM 17952)

(3) ● 1.5" IRON PIPE WITH CONCRETE CORE & TACK PER MAP 9341, PM 17952, ROS 7800 & ROS 8348. 1.30' E'LY OF LINE (1.5' E. PER ROS 8348, 1.12' E. PER PM 17952, ROS 7800 & MAP 9341.

(4) ● 1/2" IRON PIN PER PM 17952. 0.44' W'LY OF LINE. NOT USED, TLO.

(5) ● 1/2" IRON PIN INSIDE OF 1" IRON PIPE NEXT TO FENCE POST, 0.33' W'LY OF LINE. NOT USED, TLO. (1/2" IRON PIN "LS 2226" PER PM 17952)

(6) ● OPEN 3/4" IRON PIPE PER MAP 9341 & ROS 7800 BENT N'WLY, 0.22' W'LY OF LINE. TLO

(7) ● 1/2" IRON PIN PER PM 17952. 0.28' W'LY OF LINE, ACCEPTED AS A POINT ON THE W'LY EXTENSION OF 10" LINE LOTS 77 & 78, MAP 1695, POINT BEARS N89°58'57"W 0.28' FROM CORNER

(8) ● OPEN 3/4" IRON PIPE NO RECORD, BENT SWLY. 0.16' W'LY OF LINE. TLO.

(9) ● 3/4" IRON PIPE WITH PLASTIC CAP "LS 2976", 1.05' W'LY OF LINE. TLO

(10) ● 3/4" IRON PIPE WITH DISC "LS 6045" PER ROS 20468. OUT OF POSITION, ENCASED IN CONCRETE. NOT ACCEPTED. POINT BEARS S55°38'W 0.61' FROM SOUTHWEST CORNER OF D01.

(11) ● 3/4" IRON PIPE WITH DISC "LS 6045" PER ROS 20468. ACCEPTED AS A POINT ON THE W'LY'LY EXTENSION OF LOT LINE LOTS 78 & 79, MAP 1695, N89°14'02"W 0.35' FROM CORNER

(12) ● 3/4" IRON PIPE WITH DISC "LS 6045" PER ROS 20468. TLO.

(13) ● 3/4" IRON PIPE WITH DISC "LS 6045" PER ROS 20468, BENT S'LY. BASE OF PIPE ON S'LY LINE D01

(14) ● 1/2" SQUARE IRON PIN, NO RECORD, BENT S'LY. BASE OF PIN ON S'LY LINE OF D01.

(15) ● 3/4" IRON PIPE WITH DISC STAMPED "LS 6045" PER ROS 20468, ACCEPTED AS W'LY R/W WESTHILL ROAD

(16) ● LEAD & DISC STAMPED "LS 6045" PER ROS 20468, ACCEPTED AS W'LY R/W WESTHILL ROAD.

(17) ○ 1/2" SQUARE IRON PIN PER ROS 20468, ACCEPTED AS SOUTHEAST CORNER OF D01. HOLE WITH 2" X 24" IRON PIPE WITH DISC STAMPED "LS 6050" PER LEGEND.

(18) ○ 1/2" REBAR IN AC PAVEMENT, NO RECORD. 1 1/2" SQUARE PIN PER ROS 6438 & PM 17952) ACCEPTED AS THE NORTHEAST CORNER OF LOT 78, MAP 1695. RESET WITH 2" X 24" IRON PIPE WITH DISC STAMPED "LS 6050" PER LEGEND.

(19) ● 1/2" IRON PIN PER PM 17952, ACCEPTED AS A POINT ON W'LY R/W OF WESTHILL ROAD.

(20) ○ RECORD MONUMENT DILIGENTLY SEARCHED FOR BUT NOT FOUND. SET 2" X 24" IRON PIPE WITH DISC STAMPED "LS 6050" PER LEGEND.

EXISTING EASEMENT LEGEND

(A) EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES GRANTED TO LAKESIDE WATER DISTRICT (FORMERLY KNOWN AS RIVERVIEW FARMS MUTUAL WATER COMPANY) PER BOOK 877, PAGE 71 OF DEEDS RECORDED JANUARY 10, 1922 (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION)

(7) 4' WIDE EASEMENT FOR COMMUNICATION STRUCTURES AND INCIDENTAL PURPOSES GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER DOCUMENT NO. 133339 RECORDED JUNE 30, 1960

(8) 20' WIDE SEWER PIPELINE EASEMENT GRANTED TO LAKESIDE SANITATION DISTRICT PER DOCUMENT NO. 112894 RECORDED JULY 01, 1963

(9) 10' WIDE EASEMENT FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY GRANTED TO SAN DIEGO GAS & ELECTRIC COMPANY PER DOCUMENT NO. 279421 RECORDED DECEMBER 01, 1971

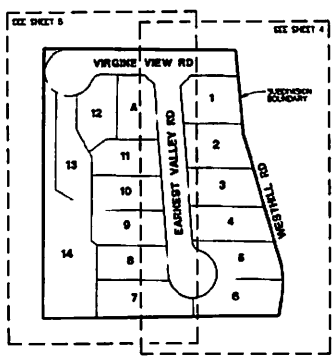
(10) 10' WIDE IRREVOCABLE OFFER OF DEDICATION FOR WEST HILL ROAD TOGETHER WITH THE RIGHT TO FURNISH AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY PER DOCUMENT NO. _____ RECORDED _____

EASEMENT LEGEND:

(A) PRIVATE DRAINAGE EASEMENT RESERVATION FOR THE BENEFIT OF THE SUBDIVIDER, ITS SUCCESSORS AND/OR ASSIGNS

(B) SEWER EASEMENT GRANTED TO AND ACCEPTED BY SAN DIEGO COUNTY SANITATION DISTRICT

(C) AVIGATION EASEMENT TO THE COUNTY OF SAN DIEGO OVER LOTS 1-13, INCLUSIVE, AND LOT A OF THIS SUBDIVISION GRANTED AND ACCEPTED HEREON



KEY MAP
NO SCALE

BASIS OF BEARINGS

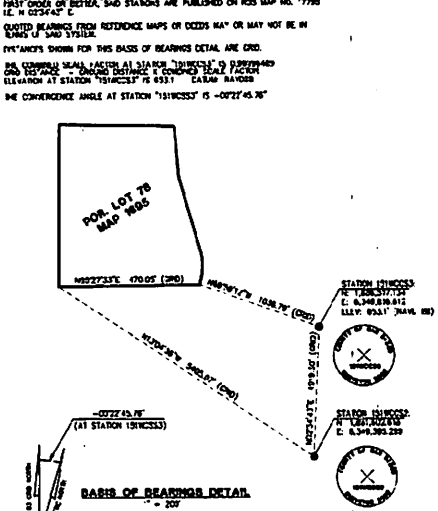
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 6, EPOCH 1991.35. GRID BEARING BETWEEN STATION "151WCS53" AND STATION "151WCS33" BOTH HAVING A CALIFORNIA COORDINATE VALUE OF FIRST ORDER OF ACCURACY, SAID STATIONS ARE PUBLISHED ON ROS MAP NO. "7790 I.E. N 00°34'45" E.

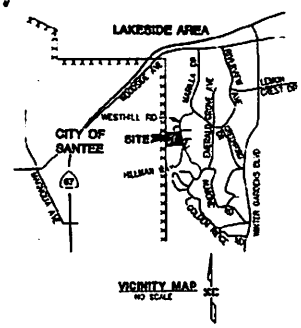
QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

DISTANCES SHOWN FOR THIS BASIS OF BEARINGS DETAIL ARE GRID.

THE COMBINED SCALE FACTOR AT STATION "151WCS53" IS 0.9999460
GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR
ELEVATION AT STATION "151WCS53" IS 653.1 DATUM NAVD88

THE CONVERGENCE ANGLE AT STATION "151WCS53" IS -00°22'45.78"





VICINITY MAP
NO SCALE

LEGEND

●(1) INDICATES FOUND MONUMENT AS DESCRIBED IN MONUMENT LEGEND HEREON, UNLESS NOTED OTHERWISE

▲ INDICATES FOUND VERIFY SURVEY MONUMENT (N-10) ACCEPTED AS 3" BRASS DISC WITH PUNCH INSIDE STANDARD WELL MONUMENT STAMPED "RCE 18016" PER MAP 9341

× INDICATES MONUMENT DILIGENTLY SEARCHED FOR BUT NOT FOUND

○ INDICATES SET 2" x 24" IRON PIPE WITH DISC STAMPED "LS 6050"

△ INDICATES SET STANDARD SURVEY MONUMENT (N-10) WITH 3" BRASS DISC STAMPED "LS 6050"

□ INDICATES SET LEAD AND BRASS DISC STAMPED "LS 6050" IN CONCRETE

INDICATES SUBDIVISION BOUNDARY
INDICATES EXISTING PROPERTY LINE
INDICATES RIGHT-OF-WAY LINE
INDICATES STREET CENTERLINE
INDICATES EASEMENT LINE
INDICATES RADIAL OR TIE LINE
INDICATES ACCESS RIGHTS RELINQUISHED AND GRANTED AND ACCEPTED HEREON
INDICATES COUNTY / CITY LIMIT BOUNDARY LINE

(R) INDICATES RADIAL BEARING
EXC EXAGGERATED FOR CLARITY
M(X) INDICATES MEASURED AND RECORD DATA PER SPECIFIED REFERENCE (X)
P.I. INDICATES POINT OF INTERSECTION
PRC INDICATES POINT OF REVERSE CURVATURE
DNF SEARCHED FOR MONUMENT, NOTHING FOUND
TLO TIE LINE ONLY
( )R1 INDICATES RECORD DATA PER MAP 1695
( )R2 INDICATES RECORD DATA PER RECORD OF SURVEY NO. 6438
( )R3 INDICATES RECORD DATA PER MAP 9341
( )R4 INDICATES RECORD DATA PER PARCEL MAP 17952
( )R5 INDICATES RECORD DATA PER RECORD OF SURVEY NO. 20468
( )R6 INDICATES RECORD DATA PER RECORD OF SURVEY NO. 1520
( )D01 INDICATES RECORD DATA PER DEED DOCUMENT 1980-158995
( )D02 INDICATES RECORD DATA PER DEED DOCUMENT 2003-0849830
( )D03 INDICATES RECORD DATA PER DEED DOCUMENT 2008 0098853
( )D04 INDICATES RECORD DATA PER DEED DOCUMENT 2020-0529472

NOTES

1) THE BEGINNING AND ENDING OF NUMBERED LOT NUMBERS ARE 1 AND 14.
2) THE BEGINNING AND ENDING OF LETTERED LOTS IS "A".
3) LOT "A" TO BE MAINTAINED BY HOA
4) THE TOTAL NUMBER OF LOTS IS 15.
   RESIDENTIAL LOTS: 14 (1 THROUGH 14)
   NON-BUILDABLE (HOA MAINTAINED) LOTS: 1 ("A")
5) THE TOTAL GROSS SUBDIVISION AREA IS 5.23 ACRES.
6) ALL DISTANCES AND/OR STREET BEARINGS SHOWN WITHOUT DECIMAL PLACES REPRESENT THAT DISTANCE TO THE NEAREST FOOT.
7) ALL CURVES ARE TANGENT UNLESS NOTED OTHERWISE.
8) SEE SHEET 4 FOR DETAIL OF NUMBERED LOTS 1 THRU 6.
9) SEE SHEET 5 FOR DETAIL OF NUMBERED LOTS 7 THRU 14 & LETTERED LOT "A".
10) AVIGATION EASEMENT GRANTED TO THE COUNTY OF SAN DIEGO PER THIS MAP IS OVER THE ENTIRE SUBDIVISION.
11) DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

MONUMENTATION NOTE

UNLESS OTHERWISE SHOWN ON THIS MAP:

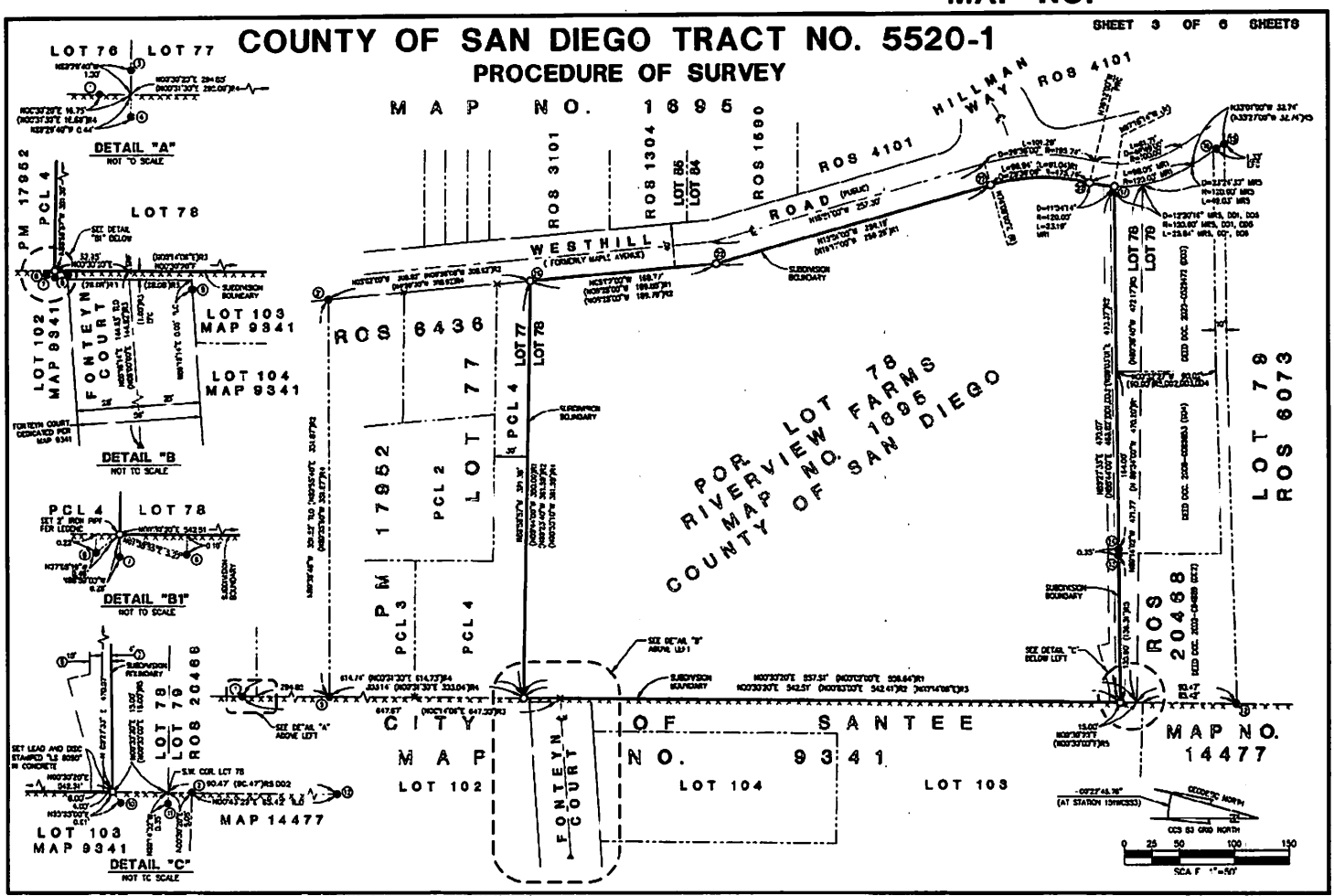
1) LOT CORNERS AND POINTS OF CURVE ALONG SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED BY A LEAD AND DISC STAMPED "LS 6050", IN CONCRETE, SET ALONG THE EXTENSION OF THE LOT LINE AT A 7.00' OFFSET. THE OFFSET SHALL BE MEASURED RADIALLY, OR AT RIGHT ANGLES, TO THE RIGHT-OF-WAY LINE, UNLESS SHOWN OTHERWISE.
2) REAR AND INTERIOR SIDE LOT CORNERS WILL BE MONUMENTED BY A 1/2" X 18" REBAR WITH ALUMINUM CAP STAMPED "LS 6050", UNLESS SHOWN OTHERWISE.
3) LOT CORNERS FOR LOTS 1 THROUGH 6 ABUTTING ON WESTHILL ROAD WILL BE MONUMENTED BY A 1/2" X 18" REBAR WITH ALUMINUM CAP STAMPED "LS 6050".

MAP NO.

SHEET 3 OF 6 SHEETS

COUNTY OF SAN DIEGO TRACT NO. 5520-1

PROCEDURE OF SURVEY



Prepared by: STEVENS CRESTO ENGINEERS
8885 CHESAPEAKE DRIVE, SUITE 330
SAN DIEGO, CA 92123
858-694-0883

JOB NO. 24002.C2

24002.C2 FM 03.dwg

CALIF COORD INDEX 242-1773 (X) (CCS 83)

GRADING PLAN F052024-LDGRN-39519

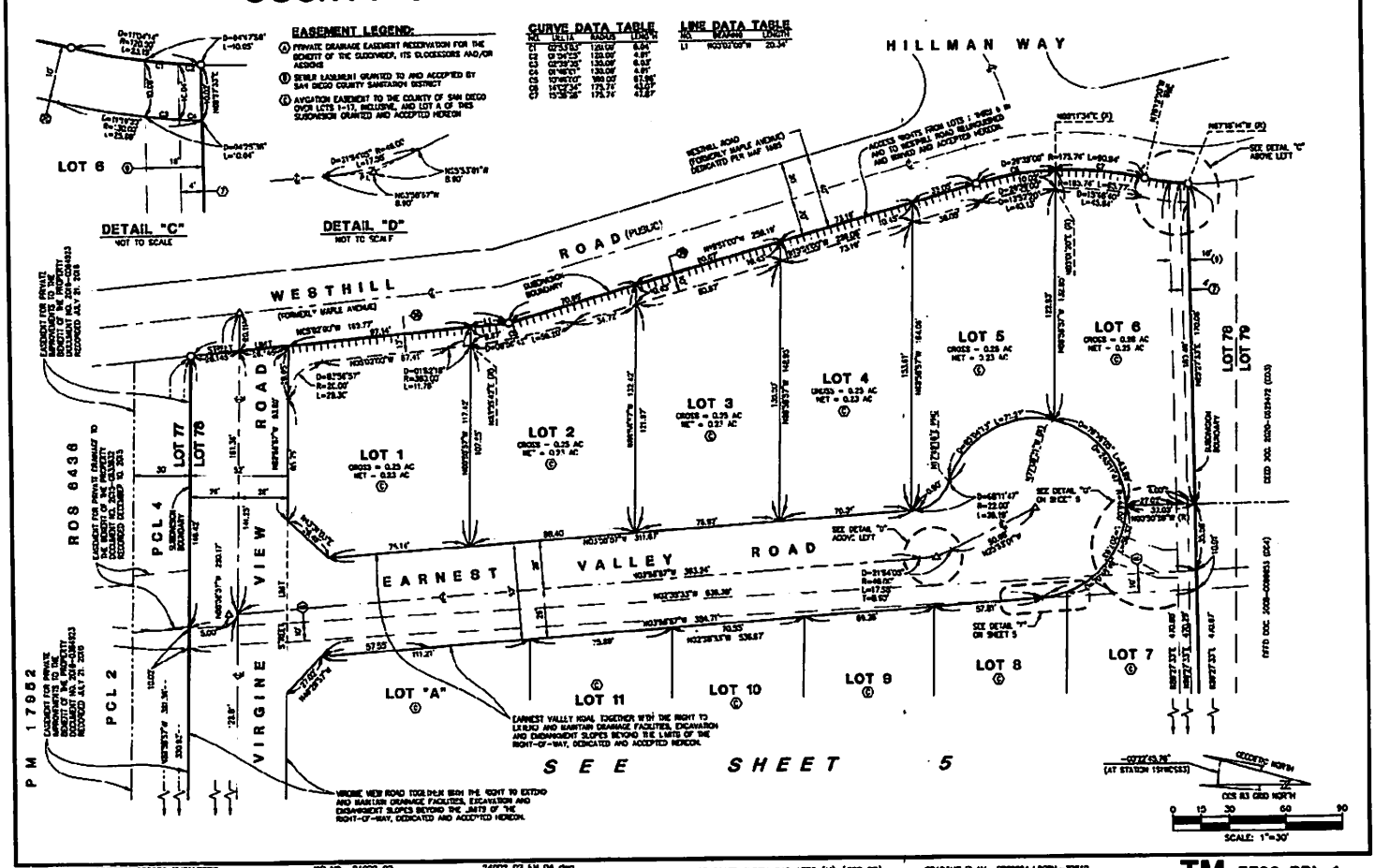
COUNTY TM 5520 RPL 1

F052024-LDMP-00468

MAP NO.

SHEET 4 OF 6 SHEETS

COUNTY OF SAN DIEGO TRACT NO. 5520-1



Prepared by: STEVENS CRISTO ENGINEERS
9965 CHESAPEAKE DRIVE, SUITE 300
SAN DIEGO, CA 92123
858-694-0880

JOB NO. 24022.02

24022.02 FM 04.dwg

CALIF COORD INDEX 242-1775 (Y) (CCS 83)

GRADING PLAN PDS2024-LDGRA-30919

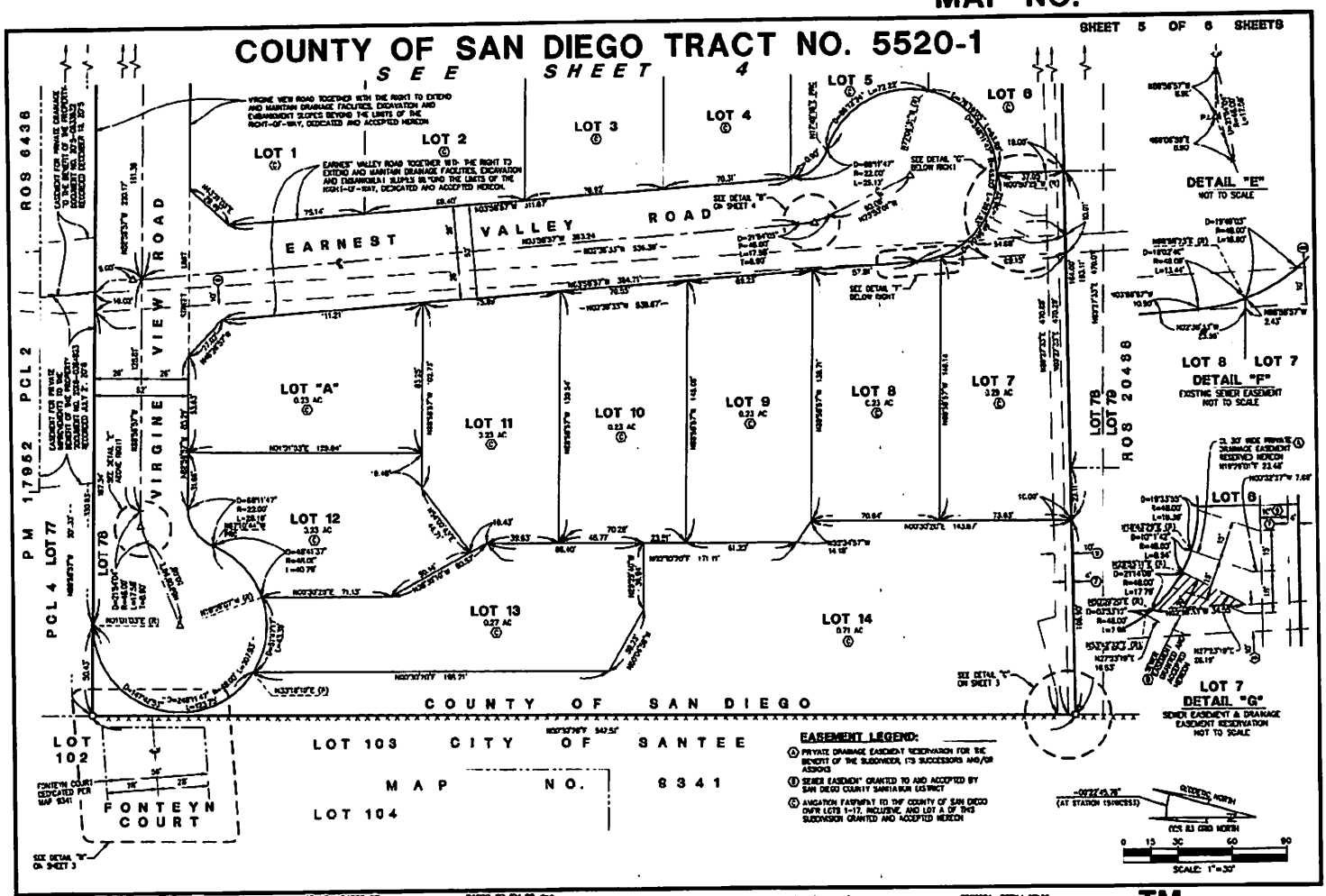
COUNTY TM 5520 RPL 1

PDS2024-LDMP-00468

MAP NO.

SHEET 5 OF 6 SHEETS

COUNTY OF SAN DIEGO TRACT NO. 5520-1



Prepared by: STEVENS CRESTO ENGINEERS
8885 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123
619-694-0860

JOB NO. 24002.02

24002.02 FM C3.dwg

CALIF COORD INDEX 242-1773 (X) (CCS 83)

GRADING PLAN P052024-LDGRP-X0019

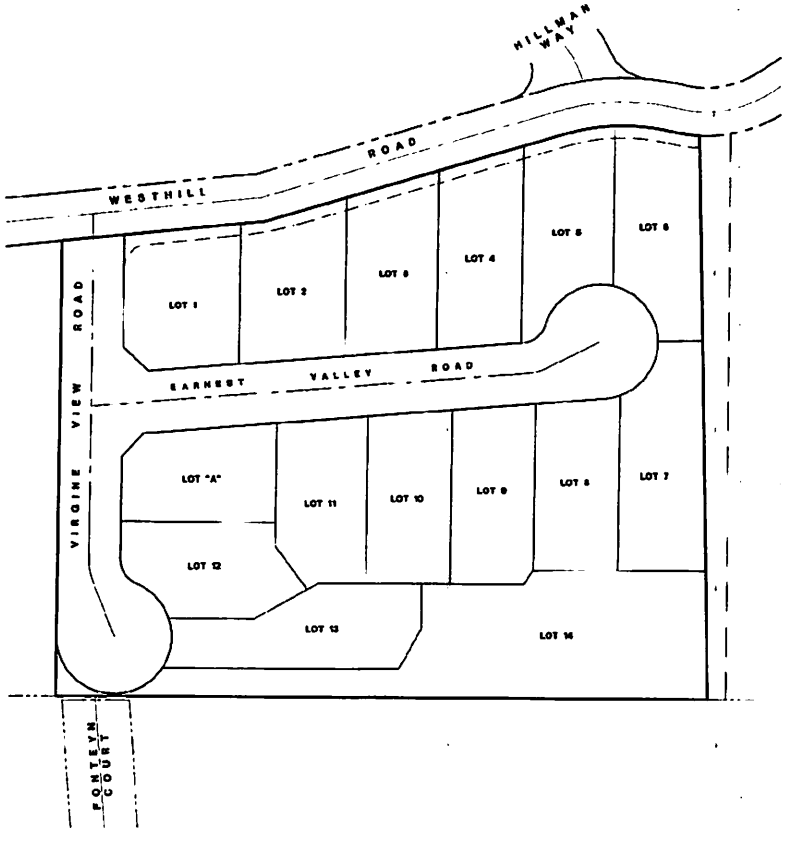
COUNTY TM 5520 RPL 1

P052024-LDMP-00488

MAP NO.

COUNTY OF SAN DIEGO TRACT NO. 5520-1

NON-TITLE INFORMATION



NOTES

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

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

SOLAR NOTE

THIS SUBDIVISION HAS A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH LOT ALLOWED BY THIS SUBDIVISION PURSUANT TO SECTION 81.401(a) OF THE SUBDIVISION ORDINANCE.

FLOOD ZONE

THIS SUBDIVISION LIES WITHIN ZONE "X" (OTHER AREAS) AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL 1054 OF 2375, MAP NO. 06073C1054G, MAP REVISED MAY 16, 2012, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

N

0 25 50 100 150

SCALE: 1"=50'

Prepared by: STEVENS CRESTO ENGINEERS
8885 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123
858-694-9800

JOB NO 24002.02

24002.02 FM 06.dwg

CALIF COORD INDEX 242-1772 (X) (OCS 83)

GRADING PLAN PDS2024-LDGRMJ-30519

COUNTY TM 5520 RPL 1

PDS2024-LDGRP-00473

Attachment B

Joint Agreement to Improve Major Subdivision

JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5520-1

(PDS2024-LDMJIP-50110)
(Multiple Districts)

This Joint Agreement is made and entered into this 10 day of FEBRUARY, 2026 ~~, 20~~, between the County of San Diego, State of California ("County"), the Lakeside Water District ("Water District"), the San Diego County Sanitation District ("Sanitation District"), and ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN ("Owner").

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5520- 1 ("Final Map"), for the Board's approval and for recording; and

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

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

1. The improvement of the streets and/or easements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Joint Agreement by reference, together with the improvement of any other streets and/or easements specifically designated by the plans and specifications to be improved.

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

(a) Owner shall convey to the Water District and Sanitation District (individually, "District," or collectively, "Districts") easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal description and an 8½" X 14" plat of easement to each District for approval. The plat shall be a reproducible transparency with the

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

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

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

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

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

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

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

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

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

4. ( ) If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Joint Agreement by reference, is subject to the following:

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

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

(c) As soon as grading is completed, but not late than October 1, the entire area not to be paved immediately will be treated with two to four tons per acre straw mulch, 50 lbs. per acre annual rye grass seed or equivalent as determined by Director at the time of planting, and 100 lbs. per acre actual nitrogen and phosphate (ammonia phosphate 16-20-0).

The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute mating shall be installed over the mulch to hold it in place and cutting from small leaf ice plants, or approved equivalent ground cover, shall be planted with spacing approved by Director prior to October 1.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director no later than May 15 following the planting of the slopes.

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

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

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

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

5. Incomplete Offsite Street and Utility Improvements.

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

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

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

completed until approved and accepted as completed by the accepting District. Owner agrees that all other work and improvements required in the First Paragraph shall be done subject to inspection by and to satisfaction of Director and the improvements shall not be deemed completed until approved and accepted as completed by County. Each District and Director shall be allowed to inspect their respective facilities during all stages of the construction. Each District and Director shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction of their respective facilities. The estimated costs of the work and improvements specified in the **FIRST** Paragraph are itemized as follows:

Improvements of the Streets and/or Easements	$ 1,017,000.00
Improvements of the Sewer Facilities	$ 142,200.00
Improvements of the Water Facilities	$ 190,700.00
Setting of Monuments	$ 20,000.00
Erosion Control Work, if any	$ N/A
Total Estimated Amount	$ 1,369,900.00

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

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

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

If fees alone are to be paid, or fees are to be paid in combination with the dedication of land, pursuant to Section 810.107(b) of the San Diego County Code, Owner agrees to pay the full amount specified above prior to the issuance of any building permit or prior to the date upon which all subdivision improvements are to be completed, whichever occurs first. Owner further agrees to secure the obligation to pay the amount required by this Paragraph, by providing security for faithful performance, as

set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Joint Agreement and Final Map for approval by the Board.

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

(a) the date of issuance of any building permit except building permits for model houses;

(b) the date all subdivision improvements are completed and accepted by County;

(c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;

(d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

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

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

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

In the event that the taxes or special assessments are allowed to become delinquent, pursuant to Section 66494 of the Subdivision Map Act, the Clerk of the Board shall apply the proceeds of the security required by this Paragraph to the payment of any such taxes or special assessments, including penalties and costs.

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

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

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

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

1. Bond or bonds by one or more duly authorized corporate sureties;

2. A deposit with the Districts and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

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

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

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

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

Work and Improvements	$ 1,369,900.00
Park Land and/or Dedication Fees	$ N/A
Drainage Fees	$ N/A
Tax and Assessment Liens	$ by separate instrument
Total Estimated Amount	$ 1,369,900.00

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

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

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

TM 5520-1

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

(a) Release of Security.

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

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

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

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

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

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

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

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

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

ELEVENTH: CHANGES. Upon consent by Owner, County or District may made such changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the **FIRST** Paragraph that do not

exceed ten percent (10%) of the original estimated cost of the work and improvements and that Director or District determines to be necessary and desirable for the proper completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Joint Agreement.

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

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

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

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

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

COUNTY OF SAN DIEGO

By: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Emily Helms
SENIOR DEPUTY

Lakeside Water District

By: Brett L. Sanders
Name BRETT L. SANDERS
Title GENERAL MANAGER

Approved and/or authorized by the
Board of Supervisors of the County of San Diego
Meeting Date: 2/10/26 Minute Order No. ____
By: _____ Date: 2/12/26
Deputy Clerk of the Board Supervisors

San Diego County Sanitation District

By: _____
Name Andrew Potter
Title Clerk of the Board

OWNER

ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN

_____
By: ROBERT EARNEST GERMANN

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

TM 5520-1

ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of San Diego } SS.

On Nov. 5, 2025 (DATE), before me, Michelle Baker, Notary Public,

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

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

WITNESS my hand and official seal.

MICHELLE BAKER
COMM. # 2481557
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 10, 2028

PLACE NOTARY SEAL IN ABOVE SPACE

Michelle Baker
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER _____ TITLE(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ GUARDIAN/CONSERVATOR
- ☐ SUBSCRIBING WITNESS
- ☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

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

COUNTY OF SAN DIEGO

By:_____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Emily Helms
SENIOR DEPUTY

Lakeside Water District

By:_____
Name
Title

SIGNED IN COUNTERPARTS

San Diego County Sanitation District

By:_____
Name
Title

OWNER

ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN

Robert Earnest Germann
By: ROBERT EARNEST GERMANN

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

TM 5520-1

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On October 22, 2025, before me, Pamela A. Wilson, Notary Public, personally appeared Robert Earnest Germann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

PAMELA A. WILSON
COMM. # 2403414
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. JUNE 2, 2026

(NOTARY PUBLIC SEAL)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of San Diego }

On 2/12/2026 before me, Nancy Vizcarra, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Andrew James Potter
Name(s) of Signer(s)

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

NANCY VIZCARRA
Notary Public - California
San Diego County
Commission # 2455628
My Comm. Expires Jul 29, 2027

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
Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Joint agreement to improve Major Subdivision Tract No. 5520-1

Document Date: 2/10/26 Number of Pages: 16

Signer(s) Other Than Named Above: YES

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

NANCY VIZCARRA
Notary Public - California
San Diego County
Commission # 2455628
My Comm. Expires Jul 29, 2022

Bond No. 1001237692
Premium: $13,699.00
Initial Term is Fully Earned

JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND

(PDS2024-LDMJIP-50110)
(Multiple Districts)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California ("County"), the Lakeside Water District ("Water District"), the San Diego County Sanitation District ("Sanitation District"), and ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **COUNTY OF SAN DIEGO TRACT NO. 5520-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5520-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, We, Owner and AMERICAN CONTRACTORS INDEMNITY COMPANY, organized and existing under the laws of the State of California, and authorized to act as surety in the State of California, as surety, are held and firmly bound unto the County, Water District and Sanitation District (individually, "District," or collectively, "Districts") in the penal sum of **One Million Three Hundred Sixty Nine Thousand Nine Hundred Dollars and No/100 ($1,369,900.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

1. As the work required under the Joint Agreement to Improve proceeds, Owner may submit written requests to the County's Director of Public Works ("Director") and Districts for a reduction in the penal amount of this surety bond. If Director and Districts are satisfied that the amount of the surety bond may be reduced, then, upon inspecting the work performed and verifying the percentage and value of the work

remaining to be completed, the Director and the "Amounts of Security" of the Joint Agreement to Improve.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on November 11th, 2025.

OWNER

ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN

By: ROBERT EARNEST GERMANN

Surety Name and Address

AMERICAN CONTRACTORS INDEMNITY COMPANY
801 South Figueroa Street, Suite 700
Los Angeles, CA 90017

BY: Jonathan Batin, Attorney-in-Fact

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

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

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On November 14, 2025, before me, Melissa Marie Zelt, Notary Public, personally appeared ROBERT EARNEST GERMANN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

MELISSA MARIE ZELT
COMM. #2459084
Notary Public · California
San Diego County
My Comm. Expires Aug. 13, 2027
NRO1 NRO1

(NOTARY PUBLIC SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Orange

On NOV 1`1 2025, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

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

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

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

WITNESS my hand and official seal.

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document:

Document Date: Number of Pages:

Signer(s) Other than Named Above:

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez,
Vanessa Ramirez, Jessica T. Garcia, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** UNLIMITED ***** Dollars (*** UNLIMITED ***).
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25 1990 CALIFORNIA · TEXAS BONDING COMPANY STATE OF TEXAS · UNITED STATES SURETY COMPANY · U.S. Specialty Insurance Company

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2476370
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of November, 2025.

Bond No. 1001237692
Agency No. 19261 - PDF POA

Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

TOKIO MARINE
HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company

By: Frank Mester

Frank Mester, Vice President

Bond validation available at tmhcc com/surety

Attachment D

Labor and Material

Bond

Bond No. 1001237692
Premium: Included in the Cost
of the Performance Bond

JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND

(PDS2024-LDMJIP-50110)
(Multiple Districts)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California ("County"), the Lakeside Water District ("Water District"), the San Diego County Sanitation District ("Sanitation District"), and ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **COUNTY OF SAN DIEGO TRACT NO. 5520-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5520-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

WHEREAS, under the terms of the Joint Agreement to Improve, Owner is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County and the District to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Owner and the undersigned, as corporate surety, are held firmly bound unto the County, Districts, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Joint Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **Six Hundred Eighty Four Thousand Nine Hundred Fifty Dollars and No/100 ($684,950.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, November 11th ,2025

OWNER

ROBERT EARNEST GERMANN, SUCCESSOR TRUSTEE, U.D.T. DATED 3-17-80, F.B.O. EARNEST O. GERMANN AND VIRGINE M. GERMANN

Robert Earnest Germann

By: ROBERT EARNEST GERMANN

Surety name and address

AMERICAN CONTRACTORS INDEMNITY COMPANY
801 South Figueroa Street, Suite 700
Los Angeles, CA 90017

BY: Jonathan Batin, Attorney-in-Fact

AMERICAN CONTRACTORS INDEMNITY CO
INCORPORATED
SEPT. 25, 1990
CALIFORNIA

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

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On November 14, 2025, before me, Melissa Marie Zelt, Notary Public, personally appeared ROBERT EARNEST GERMANN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

NRO1 MELISSA MARIE ZELT
COMM. #2459084
Notary Public - California
San Diego County
My Comm. Expires Aug. 13, 2027 NRO1

(NOTARY PUBLIC SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Orange }

On NOV 11 2025, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

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

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

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

WITNESS my hand and official seal.

SIGNATURE Zyanya

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Melissa Lopez, Albert Melendez, Christina Rogers, Joaquin Perez, Vanessa Ramirez, Jessica T. Garcia, Zyanya Hernandez or Jonathan Batin of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** UNLIMITED ***** Dollars (*** UNLIMITED ***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of November, 2025.

Bond No. 1001237692
Agency No. 19261 - PDF POA

_____
Kio Lo, Assistant Secretary

HCCSMANPOA02/2024

visit tmhcc.com/surety for more information

TOKIO MARINE
HCC

Surety Group
801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

SURETY BOND SEAL ADDENDUM

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Due to logistical issues associated with the use of traditional seals during this COVID-19 pandemic, American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, (individually, the "Company" and collectively, the "Companies") have authorized its Attorneys-in-Fact to affix the Companies' corporate seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by its Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of April 2020.

American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company

By: Frank Mester

Frank Mester, Vice President

Bond validation available at tmhcc.com/surety

Attachment E

Tax Certification

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

DOC# 2026-6000001

Jan 13, 2026 11:26 AM
JORDAN Z. MARKS,
SAN DIEGO COUNTY RECORDER
FEES: $12.00
PAGES: 1
FILED

COSB ASSESSMENT APPEALS
2026 JAN 13 AM 11:40

Recording Requested By and When Recorded Mail To:

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

THIS SPACE RESERVED FOR THE RECORDER'S OFFICE USE

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

MAP TAX CLEARANCE CERTIFICATE

No **26-001**
TTC FILE NO.7953

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

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

COUNTY OF SAN DIEGO TRACT NO. 5520-1

A final map is about to be filed with the appropriate legislative body in the County of San Diego for approval; and I hereby certify that according to the records of this office, there are NO liens against said subdivision or parcel map, or any part thereof, for unpaid State, County, Municipal or local taxes or special assessments collected as taxes for the lien date fiscal year 2026-27, except taxes or special assessments not yet payable.

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

Tax Surety Bond Required **YES**

Bond Required for State, County, School and Special District Taxes: **$4,000.00**

Located in **Unincorporated Area**

THIS CERTIFICATE VOID AFTER:

September 21, 2026

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

January 13, 2026

SAN DIEGO COUNTY TREASURER-TAX COLLECTOR

There are 1 Parcel Number(s):

382-121-05-00

By: Cindy Beltran
Deputy, Cindy Beltran

Government Code §66493
DT-21-22 Revised 12-21-2018/SubDivParMaps
WHITE (Original) – Recorder GREEN – Treasurer/Tax Collector

JAN 1 3 2026

This is a true certified copy of the record
If it bears the seal, imprinted in purple ink

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

Deputy

R. Lico

Attachment F

Director Approval

County of San Diego,
Planning & Development Services

February 10, 2026

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5520-1:

APPROVAL OF FINAL MAP, ACCEPTANCE OF RELATED EASEMENTS AND APPROVAL OF AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS FOR INTERNATIONAL INDUSTRIAL PARK TENTATIVE MAP NO. 5520-1 LOCATED IN LAKESIDE COMMUNITY PLAN AREA (DISTRICT: 2)

OVERVIEW: This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5520-1; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision for public and private improvements. Germann Tentative Map No. 5520-1 is a subdivision consisting of fourteen (14) single-family residential lots and one HOA lot on a total of 5.28 acres. The project site is located at 9212 Westhill Road, within the Lakeside Community Plan Area of unincorporated San Diego County.

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

1. Find that the approval of the Final Map (Attachment A), the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) (Attachment B) and associated actions for County of San Diego (County) Tract No. 5520-1 is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the CEQA Guidelines because the proposed request is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA review was completed in connection with the approval of each of the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval. Therefore, the request will not result in a direct or reasonably foreseeable indirect physical change in the environment.

2. Approve the Final Map for County Tract No. 5520-1.

3. Accept, on behalf of the public, Virgine View Road and Earnest Valley Road for use as a public street, together with the right to extend and maintain drainage facilities, excavation and embankment slopes beyond the limits of the right-of-way, as dedicated on the Final Map.

4. Accept, on behalf of the public, the relinquishment and waiver of the access rights from Lots 1, 2, 3, 4, 5, & 6 in and to Westhill Road, as shown on the Final Map.

5. Accept, on behalf of the County, a perpetual avigation easement and right of way for the use and benefit of the public for the free and unobstructed passage of aircraft in, though, and across, all the airspace above the entire area of the subdivision, as shown on the Final Map.

6. Approve and authorize the Clerk of the Board of Supervisors (Clerk) to execute the Joint Agreement for Improvements, which includes street improvements, drainage facilities, water facilities, sewer facilities, and final monumentation.

7. Authorize the Clerk to forward the Final Map to the County Recorder for recordation.

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

Jacob Armstrong

FOR VINCE NICOLETTI, DIRECTOR
PLANNING & DEVELOPMENT SERVICES