County of San Diego

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

VINCE NICOLETTI
DIRECTOR

May 6, 2025

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF ASSUMPTION AND AMENDMENT OF JOINT AGREEMENTS TO IMPROVE APPLICATION

County of San Diego Tract No. 5566-1 (Final Map No. 16570)

The Director of Planning & Development Services is reviewing Amendments to Joint Agreement to Improve Subdivision for public and private improvements for approval. The Final Map, County Tract No. 5566-1 (Final Map No. 16570), is in the East Otay Mesa 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 approve, authorize, and execute the agreement to assume agreement to Improve Major Subdivision for public and private improvements required by County of San Diego Tract No. 5566-1 (Final Map No. 16570), Hawano, is a subdivision consisting of a total of 8 (eight) commercial lots on 79.60 acres. The project is located in the southwest corner of the intersection of Airway Road and Alta Road in the East Otay Mesa Specific Plan Area within the unincorporated San Diego County.

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

Attachment A

Final Map

COUNTY OF SAN DIEGO TRACT NO. 5566-1

BEING A SUBDIVISION MAP OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLATS THEREOF. EXCEPTING THEREFROM THE EASTERLY 30 FEET.

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY 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.

WE HEREBY DEDICATE TO THE PUBLIC HAWANO DRIVE NORTH, HAWANO DRIVE SOUTH, VIA DE LA AMISTAD, THE PORTION OF ALTA ROAD, THE PORTION OF AIRWAY PLACE, AND THE PORTION OF LOTS 7 AND 8 RESERVED FOR FUTURE STREET, FOR USE AS PUBLIC STREETS TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMIT OF SAID RIGHTS-OF-WAY, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOTS 1 AND 2 IN AND TO AIRWAY ROAD, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOT 4 IN AND TO AIRWAY PLACE, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOTS 2, 3, AND 6 IN AND TO ALTA ROAD, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOTS 3 THROUGH 6 IN AND TO SIEMPRE VIVA ROAD, AND RELINQUISH AND WAIVE THE ACCESS RIGHTS FROM LOTS 7 AND 8 RESERVED FOR FUTURE STREET IN AND TO VIA DE LA AMISTAD, ALL AS SHOWN ON SAID MAP.

WE HEREBY GRANT TO THE COUNTY OF SAN DIEGO A PERPETUAL EASEMENT OVER, UPON, AND ACROSS THE PORTIONS OF LOTS 6 AND 7 AS DELINEATED ON THIS MAP AND DESIGNATED HEREON AS CLEAR SPACE EASEMENT TO MAINTAIN PROPER INTERSECTIONAL VEHICULAR SIGHT DISTANCE.

a. GRANTOR CONVEYS TO GRANTEE THE RIGHT TO ENTER UPON THE SUBJECT LAND AND REMOVE OR TRIM ANY VEGETATION OR OTHER OBSTRUCTION CONTRARY TO THE PURPOSE OF THIS EASEMENT.
b. GRANTOR COVENANTS AND AGREES FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS NOT TO CONSTRUCT ANY STRUCTURE OR PLANT ANY VEGETATION THAT WILL OBSTRUCT THE SIGHT DISTANCE OVER THE SUBJECT LAND.
c. THE GRANTING OF THIS EASEMENT IS FOR THE PURPOSE OF CONTROLLING THE USE OF THE LAND WITHIN THE CLEAR SPACE EASEMENT AND DOES NOT AUTHORIZE OR IMPLY THAT THE AREA MAY BE USED BY THE GENERAL PUBLIC.

WE HEREBY GRANT TO THE COUNTY OF SAN DIEGO THE LANDSCAPING EASEMENTS ALL AS SHOWN ON SAID MAP.

WE HEREBY RESERVE THE PRIVATE DRAINAGE EASEMENTS FOR THE BENEFIT OF THE SUBDIVIDER, ITS SUCCESSORS AND/OR ASSIGNS, ALL AS SHOWN HEREON.

INMOBILIARIA HAWANO, S.A. DE C.V.,
A MEXICAN CORPORATION
AS OWNER

BY: _____ DATED 1/19/2023
DAVID GERARD HAGAN
ATTORNEY-IN-FACT

SEE SHEET 2 FOR CONTINUATION OF OWNERS CERTIFICATE

THE SIGNATURES OF THE PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BELOW HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (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 GOVERNING BODY.

1. COUNTY OF SAN DIEGO HOLDER OF EASEMENTS
   FOR PUBLIC ROAD PURPOSES AND SLOPE AND DRAINAGE PURPOSES

   RECORDED SEPTEMBER 07, 2012 PER DOCUMENT NO. 2012-0540244, O.R.

2. SAN DIEGO GAS & ELECTRIC COMPANY HOLDER OF EASEMENT
   FOR UTILITY PURPOSES

   RECORDED MARCH 26, 1999 PER DOCUMENT NO. 1999-0200277, O.R.
   RE-RECORDED APRIL 27, 1999 PER DOCUMENT NO. 1999-0280875, O.R.

THE EASEMENTS GRANTED TO THE COUNTY OF SAN DIEGO FOR PUBLIC ROAD PURPOSES FOR ALTA ROAD AND SIEMPRE VIVA ROAD ONLY, AND THE EASEMENTS GRANTED TO THE COUNTY OF SAN DIEGO FOR SLOPE AND DRAINAGE PURPOSES, ALL OF WHICH RECORDED SEPTEMBER 07, 2012 AS DOCUMENT NO. 2012-0540244 OF OFFICIAL RECORDS, ARE NOT SHOWN WITHIN THIS MAP BECAUSE THEY HAVE BEEN VACATED PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT. SUBDIVISION GUARANTEE PREPARED BY CHICAGO TITLE COMPANY, ORDER NO. 00146830-996-SD1-RT4

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 January 19, 2023 BEFORE ME,
Michelle Baker, A NOTARY PUBLIC, PERSONALLY APPEARED
DAVID GERARD HAGAN

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: 03/10/2024
COMMISSION # OF NOTARY: 2323588

WE, 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 ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

DAN McALLISTER
COUNTY TREASURER/
TAX COLLECTOR
BY: _____ DEPUTY
DATED: 2/9/2023

DEREK GADE - INTERIM
DIRECTOR
OF PUBLIC WORKS
BY: _____ FOR DIRECTOR
DATED: 3-22-23

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, HAWANO DRIVE NORTH, HAWANO DRIVE SOUTH, VIA DE LA AMISTAD, THE PORTION OF ALTA ROAD, THE PORTION OF AIRWAY ROAD, AND THE PORTION OF AIRWAY PLACE 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, ALL AS DEDICATED ON SAID MAP, TOGETHER WITH THE ACCESS RIGHTS FROM LOTS 1 AND 2 IN AND TO AIRWAY ROAD, THE ACCESS RIGHTS FROM LOT 4 IN AND TO AIRWAY PLACE, THE ACCESS RIGHTS FROM LOTS 2, 3, AND 6 IN AND TO ALTA ROAD, THE ACCESS RIGHTS FROM LOTS 3 THROUGH 6 IN AND TO SIEMPRE VIVA ROAD, AND THE ACCESS RIGHTS FROM THE PORTION OF LOTS 7 AND 8 RESERVED FOR FUTURE STREET IN AND TO VIA DE LA AMISTAD, ALL AS RELINQUISHED AND WAIVED ON SAID MAP, AND HAS ACCEPTED ON BEHALF OF THE COUNTY THE CLEAR SPACE EASEMENTS ALL AS GRANTED ON SAID MAP, AND HAS ACCEPTED ON BEHALF OF THE COUNTY THE LANDSCAPING EASEMENTS ALL AS GRANTED ON SAID MAP, AND HAS REJECTED ON BEHALF OF THE PUBLIC THE PORTIONS OF LOTS 7 AND 8 RESERVED FOR FUTURE STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMIT OF SAID RIGHT-OF-WAY AS OFFERED FOR DEDICATION ON THIS MAP, AND HAS VACATED PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT THE EASEMENTS FOR PUBLIC ROAD PURPOSES FOR ALTA ROAD AND SIEMPRE VIVA ROAD ONLY, AND THE EASEMENTS FOR SLOPE AND DRAINAGE PURPOSES ALL OF WHICH RECORDED SEPTEMBER 07, 2012 AS DOCUMENT NO. 2012-0540244 OF OFFICIAL RECORDS.

NOTE: SECTION 66477.2 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA PROVIDES THAT A REJECTED OFFER SHALL REMAIN OPEN AND SUBJECT TO FUTURE ACCEPTANCE BY THE COUNTY.

ANDREW POTTER,
CLERK OF THE BOARD
OF SUPERVISORS

BY: _____ DEPUTY
DATED: 5.25.2023

BOARD OF SUPERVISORS SAN DIEGO COUNTY, CALIFORNIA

I, JOSEPH G. CRESTO, A PROFESSIONAL LAND SURVEYOR; STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION ON APRIL 23, 2021 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 LEGEND SHEET 2)

JOSEPH G. CRESTO
P.L.S. 8050

DATED: 1/19/2023

LICENSED LAND SURVEYOR JOSEPH G. CRESTO No. 8050 STATE OF CALIFORNIA

I, RAYMOND L. MATHE, 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.

RAYMOND L. MATHE
P.L.S. 6185
SAN DIEGO COUNTY SURVEYOR

DATED: 3-22-23

LICENSED LAND SURVEYOR RAYMOND L. MATHE No. 6185 STATE OF CALIFORNIA

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: 5.25.2023

BOARD OF SUPERVISORS SAN DIEGO COUNTY, CALIFORNIA

FILE NO. 2023-7000243
I, ~~ERNEST J. DRONENBURG, JR.~~ JORDAN Z. 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 25th DAY OF MAY, 2023, AT 2:31 O'CLOCK, P.M.

~~ERNEST J. DRONENBURG, JR.~~ JORDAN Z. MARKS
COUNTY RECORDER
BY: _____ DEPUTY

FEE: ~~$308.00~~ $91.00
~~$217.00~~

COUNTY OF SAN DIEGO TRACT NO. 5566-1

OWNER'S CERTIFICATE CONTINUED FROM SHEET 1

AMERICAN CONTRACTORS INDEMNITY COMPANY
AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 03, 2023
AS DOCUMENT NO. 2023-0055594, OF OFFICIAL RECORDS.

BY: Ken Clements

KEITH E. CLEMENTS
ATTORNEY-IN-FACT

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 May 24, 2023 BEFORE ME,
Michelle Baker, A NOTARY PUBLIC, PERSONALLY APPEARED
Keith E. Clements

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: March 10, 2024

COMMISSION # OF NOTARY: 2323588

COUNTY OF SAN DIEGO TRACT NO. 5566-1

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CCS 83, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN STATION 5109 AND STATION 4022 (BOTH HAVING A CALIFORNIA COORDINATE VALUE OF FIRST ORDER ACCURACY OR BETTER) AS SAID STATIONS ARE PUBLISHED IN THE SAN DIEGO COUNTY HORIZONTAL CONTROL BOOK
I.E. N 27°32'13" E.

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

THE COMBINED SCALE FACTOR AT STATION 5109 IS 1.00001936
CONVERGENCE ANGLE AT STATION 5109 IS -00°22'20.88"
GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR

LEGEND

- ● INDICATES FOUND 2" IRON PIPE AS NOTED.
- (1)● INDICATES FOUND 2" IRON PIPE WITH DISC STAMPED "LS 8050" PER RECORD OF SURVEY 24052 AND MAP NO. 16562 TO BE RESET WITH STREET SURVEY MONUMENT (M-10) WITH 3" BRASS DISC STAMPED "LS 8050".
- ■ INDICATES FOUND LEAD WITH DISC STAMPED "LS 4822" PER CERTIFICATE OF CORRECTION FOR PM 19737. DOCUMENT NO. 2005-0823693, O.R., REC. SEP. 23, 2005.
- ▲ INDICATES FOUND STREET SURVEY MONUMENT (M-10) AS NOTED.
- (1)▲ INDICATES FOUND STREET SURVEY MONUMENT (M-10) STAMPED "LS 8050" PER MAP NO. 16562
- (2)▲ INDICATES FOUND STREET SURVEY MONUMENT (M-10) STAMPED "LS 4822" PER CERTIFICATE OF CORRECTION FOR PM 19737 PER DOCUMENT NO. 2005-0823693, O.R. REC. SEP. 23, 2005.
- ○ INDICATES SET 2" X 24" IRON PIPE WITH DISC STAMPED "LS 8050". UNLESS NOTED OTHERWISE.
- □ INDICATES SET LEAD WITH DISC STAMPED "LS 8050".
- △ INDICATES SET STREET SURVEY MONUMENT (M-10) WITH 3" BRASS DISC STAMPED "LS 8050".
- EFC EXAGGERATED FOR CLARITY.
- PCC INDICATES POINT OF COMPOUND CURVATURE.
- PRC INDICATES POINT OF REVERSE CURVATURE.
- (R) INDICATES RADIAL BEARING.
- ( )R1 INDICATES RECORD DATA PER RECORD OF SURVEY 23677.
- ( )R2 INDICATES RECORD DATA PER RECORD OF SURVEY 19405.
- ( )R3 INDICATES RECORD DATA PER RECORD OF SURVEY 16894.
- ( )R4 INDICATES RECORD DATA PER RECORD OF SURVEY 15344.
- ( )R5 INDICATES RECORD DATA PER RECORD OF SURVEY 11349.
- ( )R6 INDICATES RECORD DATA PER PARCEL MAP 19737.
- ( )R7 INDICATES RECORD DATA PER RECORD OF SURVEY 24052.
- ( )R8 INDICATES RECORD DATA PER MAP NO. 16562

MONUMENT NOTES

1. ALL REAR LOT CORNERS WILL BE MONUMENTED BY A 5/8" X 18" REBAR WITH ALUMINUM CAP STAMPED "LS 8050". UNLESS SHOWN OTHERWISE.
2. ALL FRONT LOT CORNERS AND POINTS OF CURVE ALONG SIDELINES OF DEDICATED STREETS WILL BE MONUMENTED BY A LEAD AND DISC STAMPED "LS 8050", IN CONCRETE, SET ON THE SPECIFIED OFFSET ON THE INTERSECTION WITH THE PROLONGATION OF THE LOT LINES OR RADIAL TO POINT OF CURVE AT OFFSET LISTED BELOW:
   - I. 4.00' OFFSET ALONG ALTA ROAD.
   - II. 4.00' OFFSET ALONG AIRWAY ROAD.
   - III. 4.00' OFFSET ALONG SIEMPRE VIVA ROAD.
   - IV. 4.00' OFFSET ALONG AIRWAY PLACE.
   - V. 7.00' OFFSET ALONG HAWANO DRIVE NORTH.
   - VI. 7.00' OFFSET ALONG HAWANO DRIVE SOUTH.
   - VII. 7.00' OFFSET ALONG VIA DE LA AMISTAD.

   WHERE LOT LINES ARE NOT AT RIGHT ANGLES OR RADIAL ALONG SIDELINES OF DEDICATED STREETS, THE OFFSET DISTANCE IS SHOWN ON THE MAP FROM THE LOT CORNER TO THE OFFSET MONUMENT. (SEE DEFERRED MONUMENTATION STATEMENT ON SHEET 1)

LINE LEGEND

- INDICATES SUBDIVISION BOUNDARY.
- INDICATES PROPERTY LINE/RIGHT-OF-WAY.
- INDICATES CENTERLINE.
- INDICATES SECTIONAL BREAKDOWN.
- INDICATES EASEMENT OR TIE LINE.
- INDICATES ACCESS RIGHTS RELINQUISHED, WAIVED, AND ACCEPTED HEREON.
- X X X X X X INDICATES CITY/COUNTY OF SAN DIEGO BOUNDARY.

NOTES

1. ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED.
2. THE TOTAL NUMBER OF LOTS IS 9. THE BEGINNING AND ENDING LOT NUMBERS ARE 1 AND 9 RESPECTIVELY.
3. THE TOTAL GROSS AREA IS 79.603 ACRES.
4. ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DECIMALS REPRESENT THAT DISTANCE TO THE ZERO HUNDREDTHS.

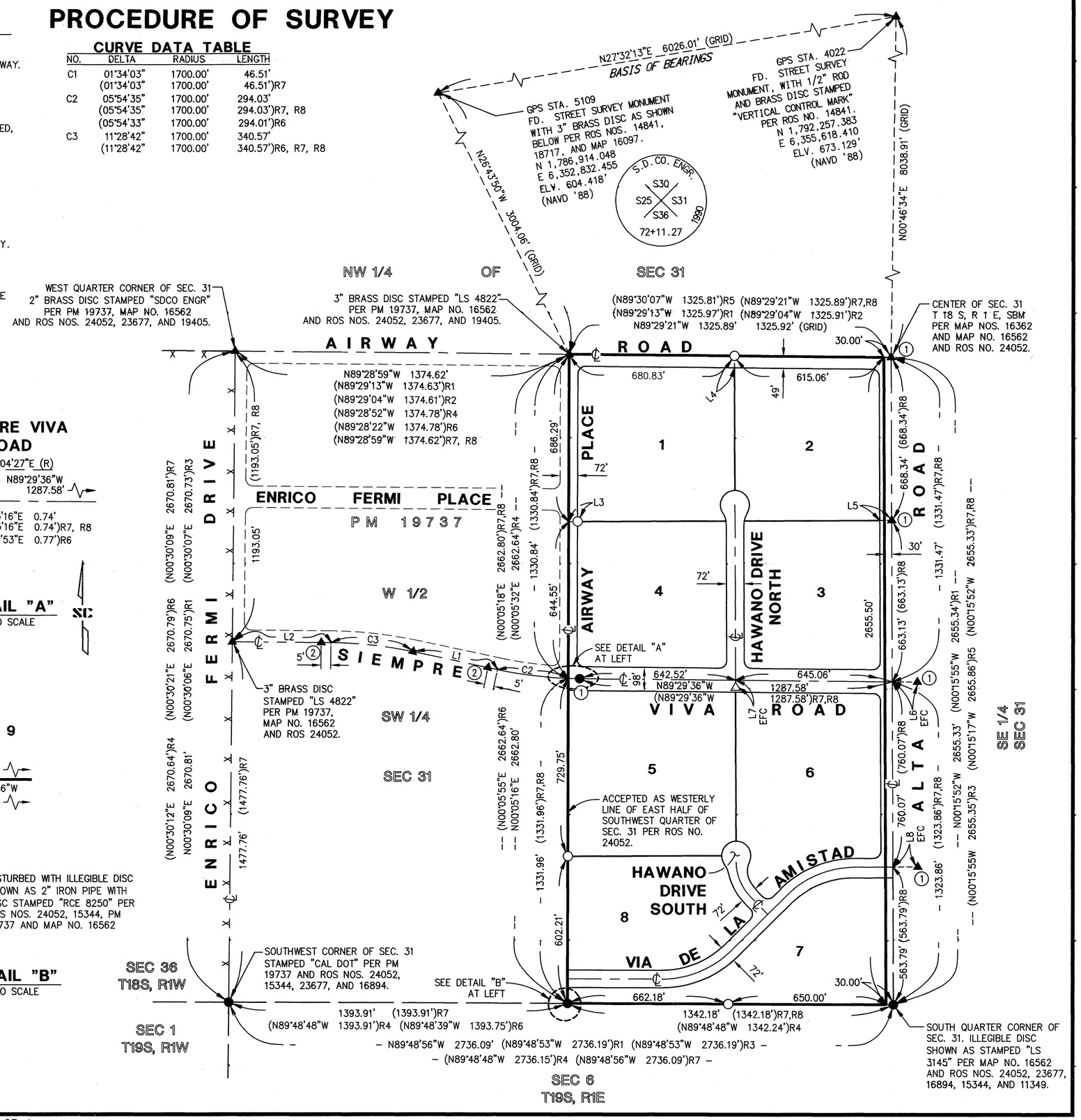
PROCEDURE OF SURVEY

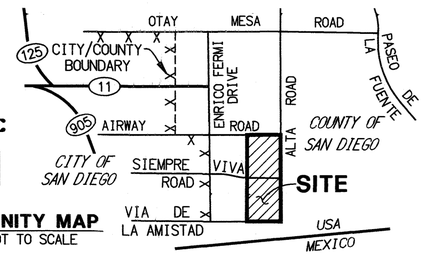
CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	01°34'03"	1700.00'	46.51'
	(01°34'03"	1700.00'	46.51')R7
C2	05°54'35"	1700.00'	294.03'
	(05°54'35"	1700.00'	294.03')R7, R8
	(05°54'33"	1700.00'	294.01')R6
C3	11°28'42"	1700.00'	340.57'
	(11°28'42"	1700.00'	340.57')R6, R7, R8

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N78°00'58"W	355.11'
	(N78°00'58"W	355.11')R7, R8
	(N78°01'07"W	355.04')R6
L2	N89°29'40"W	406.19'
	(N89°29'40"W	406.19')R7, R8
	(N89°29'49"W	406.25')R6
L3	N89°44'08"E	36.00'
L4	N00°15'52"W	49.00'
L5	N89°44'08"E	49.00'
L6	N89°29'36"E	5.00'
	(N89°29'36"E	5.00')R8
L7	N00°15'52"E	5.00'
L8	N89°44'08"E	5.00'
	(N89°44'08"E	5.00')R8





VICINITY MAP
NOT TO SCALE

Prepared by: STEVENS CRESTO ENGINEERS
9665 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123
858-694-5660

JOB NO. 20015.02

20015.02 FM 03.dwg

CALIF COORD INDEX 138-1791 (X) (CCS 27)

GRADING PLAN PDS2021-LDGRMJ-30381

COUNTY TM 5566R2

PDS2021-LDMAP-00405

COUNTY OF SAN DIEGO TRACT NO. 5566-1

EASEMENT LEGEND

(3) INDICATES EXISTING EASEMENT FOR COUNTY HIGHWAY FOR AIRWAY ROAD GRANTED TO THE COUNTY OF SAN DIEGO
DOC. NO. 2012-0540544, O.R.
REC. SEP. 07, 2012

OFFSITE EASEMENT LEGEND

(A) INDICATES EXISTING 30' WIDE EASEMENT FOR UNDERGROUND PIPELINES AND APPURTENANCES GRANTED TO OTAY WATER DISTRICT
DOC. NO. 2018-0096133, O.R.
REC. MAR. 12, 2018

(B) INDICATES EXISTING 18' WIDE EASEMENT FOR SEWER LINES AND APPURTENANCES GRANTED TO SAN DIEGO COUNTY SANITATION DISTRICT
DOC. NO. 2018-0136435, O.R.
REC. APR. 06, 2018

(C) 30' WIDE EASEMENT FOR INGRESS AND EGRESS GRANTED TO OTAY VENTURE, LP
REC. FEBRUARY 08, 2021 AS
DOC. NO. 2021-0096697, O.R.

(D) INDICATES EXISTING 30' WIDE EASEMENT FOR INGRESS AND EGRESS GRANTED TO ASHAB CO., A NETHERLANDS ANTILE CORPORATION
DOC. NO. 85-136871, O.R.
REC. APR. 22, 1985

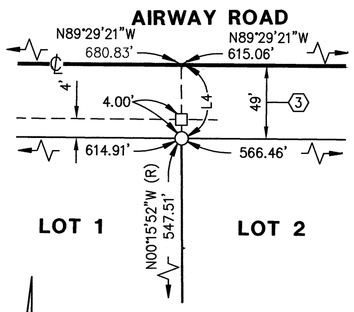
(E) INDICATES EXISTING 30' WIDE EASEMENT FOR COUNTY HIGHWAY GRANTED TO THE COUNTY OF SAN DIEGO
DOC. NO. 2022-0332863, O.R.
REC. AUG. 17, 2022

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	01°34'03"	1700.00'	46.51'
C4	90°25'23"	30.00'	47.35'
C5	122°51'36"	60.00'	128.66'
C6	22°51'36"	90.00'	35.91'
C7	89°13'29"	30.00'	46.72'
C8	22°51'36"	90.00'	35.91'
C9	122°51'36"	60.00'	128.66'
C10	90°46'16"	30.00'	47.53'
C11	89°13'44"	30.00'	46.72'
C12	10°00'00"	90.00'	15.71'
C13	10°00'00"	90.00'	15.71'
C14	90°46'16"	30.00'	47.53'
C15	89°34'52"	30.00'	46.90'
C16	32°51'36"	90.00'	51.62'
C17	245°43'12"	60.00'	257.32'
C18	32°51'36"	90.00'	51.62'
C19	01°37'35"	1651.00'	46.87'

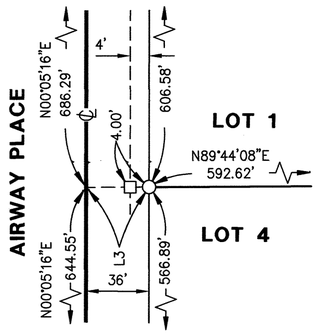
LINE DATA TABLE

NO.	BEARING	LENGTH
L3	N89°44'08"E	36.00'
L4	N00°15'52"W	49.00'
L5	N89°44'08"E	49.00'
L6	N89°29'36"E	5.00'
L7	N00°15'52"E	5.00'
L9	N89°29'36"W	18.93'
L10	N89°29'21"W	66.22'
L11	N00°15'52"W	78.60'



SC

DETAIL "C"
NOT TO SCALE
ACCESS RELINQUISHMENT AND LANDSCAPE EASEMENT OMITTED FOR CLARITY



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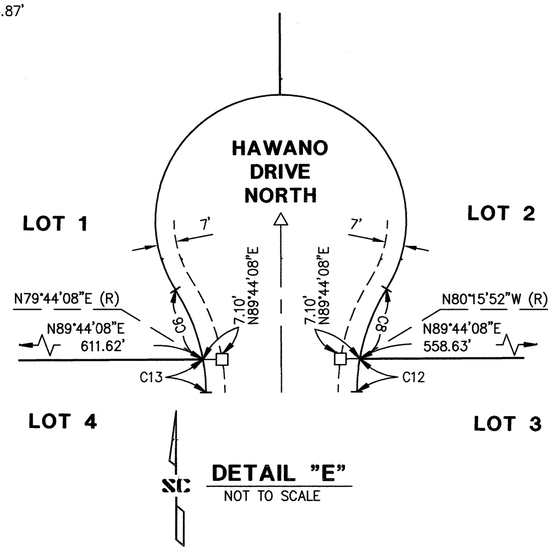
ACCESS RELINQUISHMENT OMITTED FOR CLARITY



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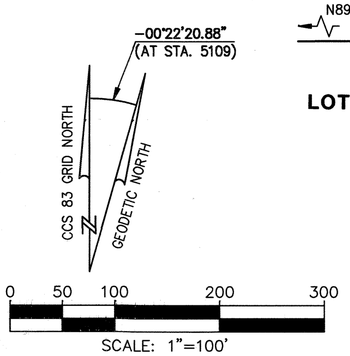
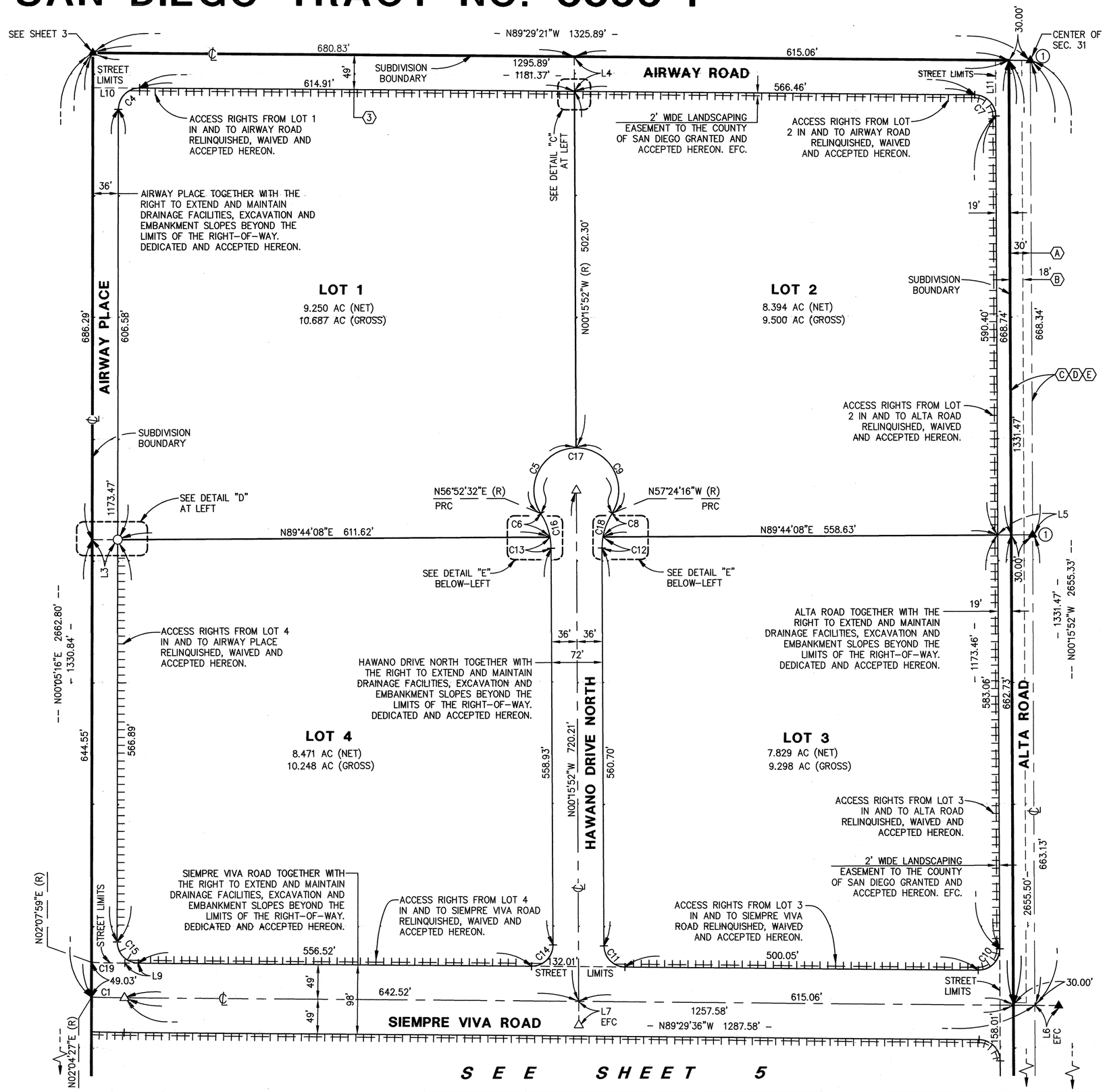




COUNTY OF SAN DIEGO TRACT NO. 5566-1

EASEMENT LEGEND

(1) INDICATES EXISTING 40' WIDE EASEMENT FOR AERIAL AND UNDERGROUND UTILITIES AND APPURTENANCES GRANTED TO SDG&E
DOC. NO. 1999-0200277, O.R.
REC. MAR. 26, 1999
RE-RECORDED ON APR. 27, 1999 AS
DOC. NO. 1999-0280875, O.R.

OFFSITE EASEMENT LEGEND

(A) INDICATES EXISTING 30' WIDE EASEMENT FOR UNDERGROUND PIPELINES AND APPURTENANCES GRANTED TO OTAY WATER DISTRICT
DOC. NO. 2018-0096133, O.R.
REC. MAR. 12, 2018

(C) 30' WIDE EASEMENT FOR INGRESS AND EGRESS GRANTED TO OTAY VENTURE, LP
DOC. NO. 2021-0096697, O.R.
REC. FEB. 08, 2021

(D) INDICATES EXISTING 30' WIDE EASEMENT FOR INGRESS AND EGRESS GRANTED TO ASHAB CO., A NETHERLANDS ANTILE CORPORATION
DOC. NO. 85-136871, O.R.
REC. APR. 22, 1985

(E) INDICATES EXISTING 30' WIDE EASEMENT FOR COUNTY HIGHWAY GRANTED TO THE COUNTY OF SAN DIEGO
DOC. NO. 2022-0332863, O.R.
REC. AUG. 17, 2022

(F) INDICATES EXISTING 30' WIDE EASEMENT RESERVATION FOR UTILITIES AND APPURTENANCES TO OTAY WATER DISTRICT PER
DOC. NO. 2022-0443197, O.R.
REC. NOV. 18, 2022

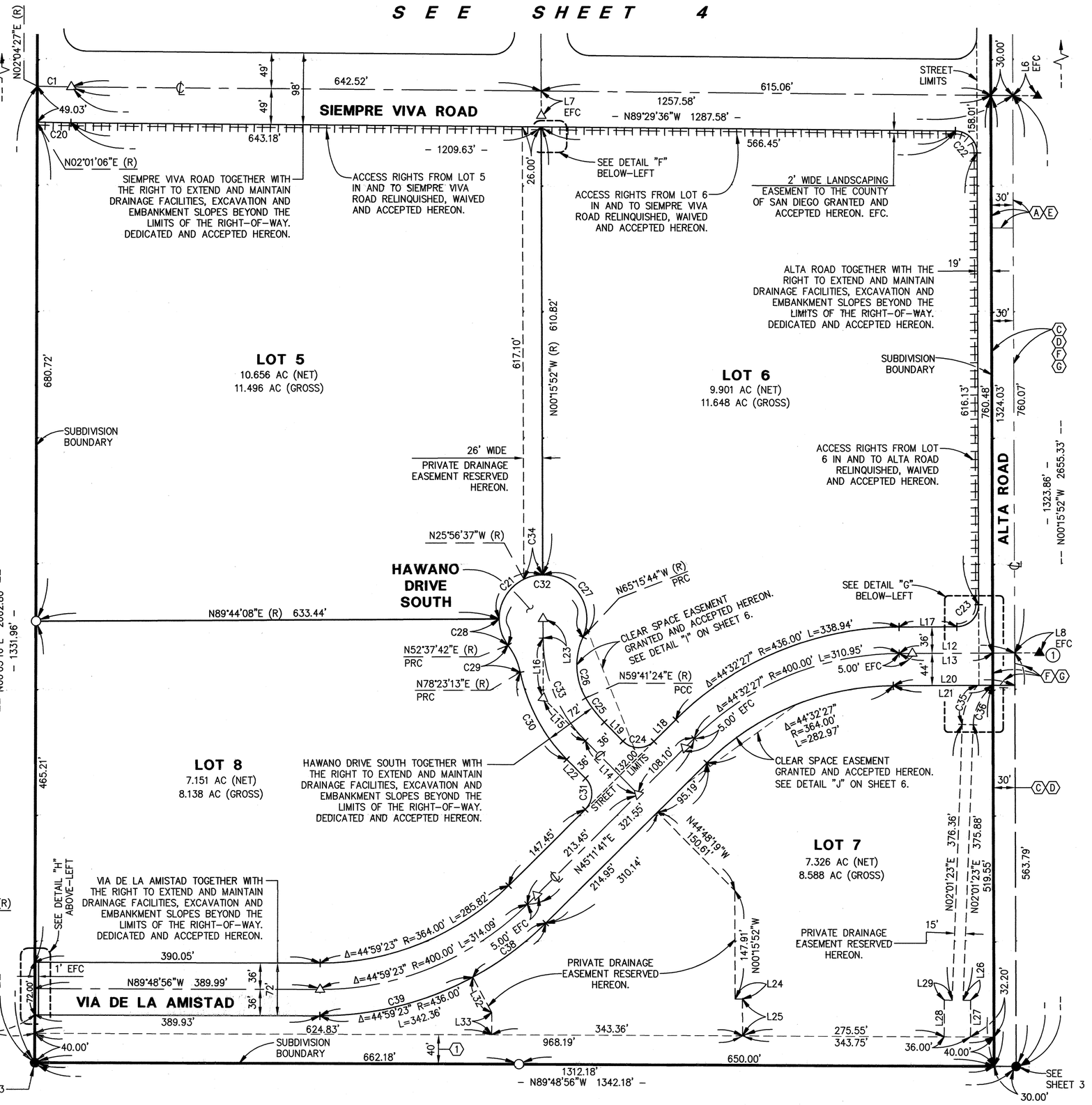
(G) INDICATES EXISTING 30' WIDE EASEMENT FOR COUNTY HIGHWAY GRANTED TO THE COUNTY OF SAN DIEGO
DOC. NO. 2022-0455456, O.R.
REC. DEC. 01, 2022

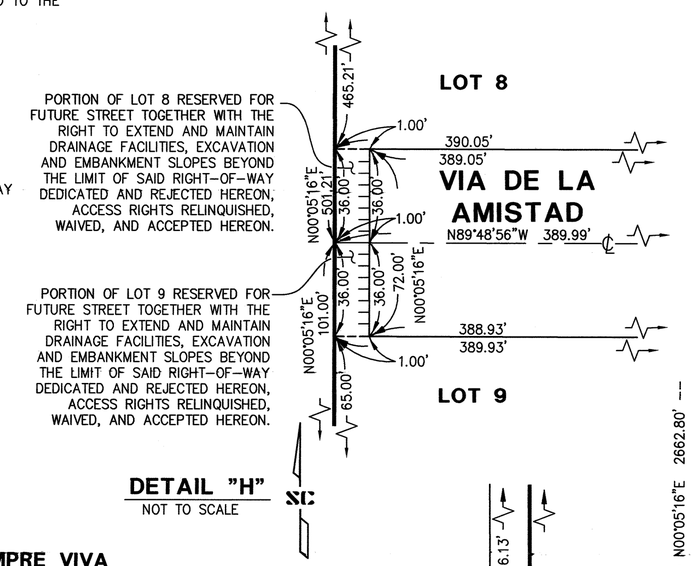
CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C20	01°30'42"	1749.00'	46.14'
C21	90°00'00"	60.00'	94.25'
C22	89°13'44"	30.00'	46.72'
C23	90°00'00"	30.00'	47.12'
C24	90°00'00"	30.00'	47.12'
C25	14°29'43"	164.00'	41.49'
C26	55°02'52"	90.00'	86.47'
C27	115°00'08"	60.00'	120.43'
C28	37°06'26"	60.00'	38.86'
C29	25°45'31"	90.00'	40.46'
C30	33°11'32"	236.00'	136.72'
C31	90°00'00"	30.00'	47.12'
C32	242°06'34"	60.00'	253.54'
C33	44°32'27"	200.00'	155.48'
C34	25°40'45"	60.00'	26.89'
C35	39°06'26"	85.37'	58.27'
C36	43°01'54"	70.37'	52.85'
C37	03°15'20"	87.50'	4.97'
C38	16°22'45"	436.00'	124.64'
C39	28°36'38"	436.00'	217.72'

LINE DATA TABLE

NO.	BEARING	LENGTH
L6	N89°29'36"E	5.00'
L7	N00°15'52"E	5.00'
L8	N89°44'08"E	5.00'
L12	N89°44'08"E	158.08'
L13	N89°44'08"E	128.08'
L14	N44°48'19"W	102.44'
L15	N44°48'19"W	81.91'
L16	N00°15'52"W	81.91'
L17	N89°44'08"E	79.08'
L18	N45°11'41"E	42.10'
L19	N44°48'19"W	36.44'
L20	N89°44'08"E	166.21'
L21	N89°44'08"E	136.21'
L22	N44°48'19"W	36.44'
L23	N00°15'52"W	26.35'
L24	N89°44'08"E	10.00'
L25	N00°15'52"W	50.27'
L26	N89°48'56"W	10.30'
L27	N00°11'04"E	50.00'
L28	N00°11'04"E	50.00'
L29	N89°48'56"W	10.69'
L30	N89°44'08"E	20.84'
L31	N45°00'57"E	4.01'





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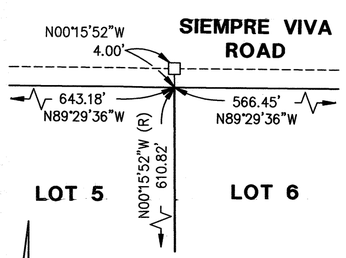
NOT TO SCALE



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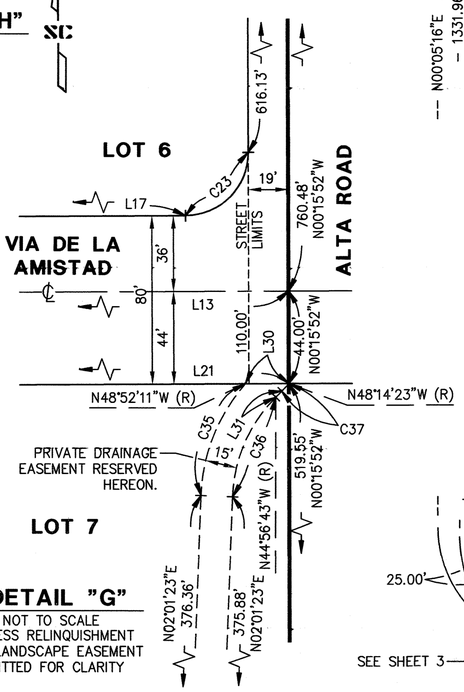
ACCESS RELINQUISHMENT AND LANDSCAPE EASEMENT OMITTED FOR CLARITY



DETAIL "G"
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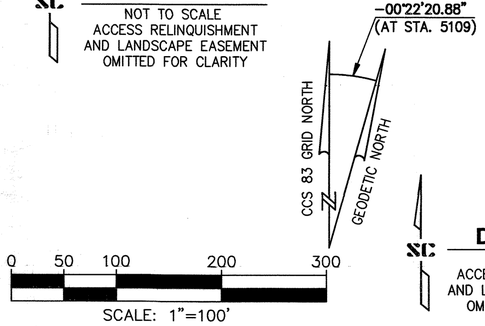
ACCESS RELINQUISHMENT AND LANDSCAPE EASEMENT OMITTED FOR CLARITY



Prepared by: STEVENS CRESTO ENGINEERS
9665 CHESAPEAKE DRIVE, SUITE 200
SAN DIEGO, CA 92123
858-694-5660

JOB NO. 20015.02

20015.02 FM 05.dwg

CALIF COORD INDEX 138-1791 (X) (CCS 27)

GRADING PLAN PDS2021-LDGRMJ-30381

COUNTY **TM** 5566R2

PDS2021-LDMAP-00405

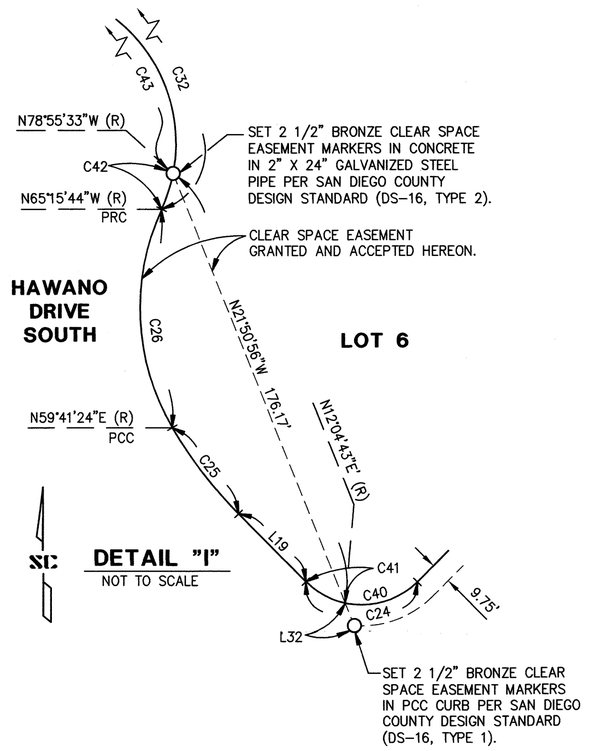
COUNTY OF SAN DIEGO TRACT NO. 5566-1

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C24	90°00'00"	30.00'	47.12'
C25	14°29'43"	164.00'	41.49'
C26	55°02'52"	90.00'	86.47'
C32	242°06'34"	60.00'	253.54'
C40	56°53'02"	30.00'	29.78'
C41	33°06'58"	30.00'	17.34'
C42	13°39'49"	60.00'	14.31'
C43	228°26'45"	60.00'	239.23'

LINE DATA TABLE

NO.	BEARING	LENGTH
L19	N44°48'19"W	36.44'
L32	N21°50'56"W	11.16'
L33	N54°16'53"E	61.74'
L34	N54°16'53"E	33.99'



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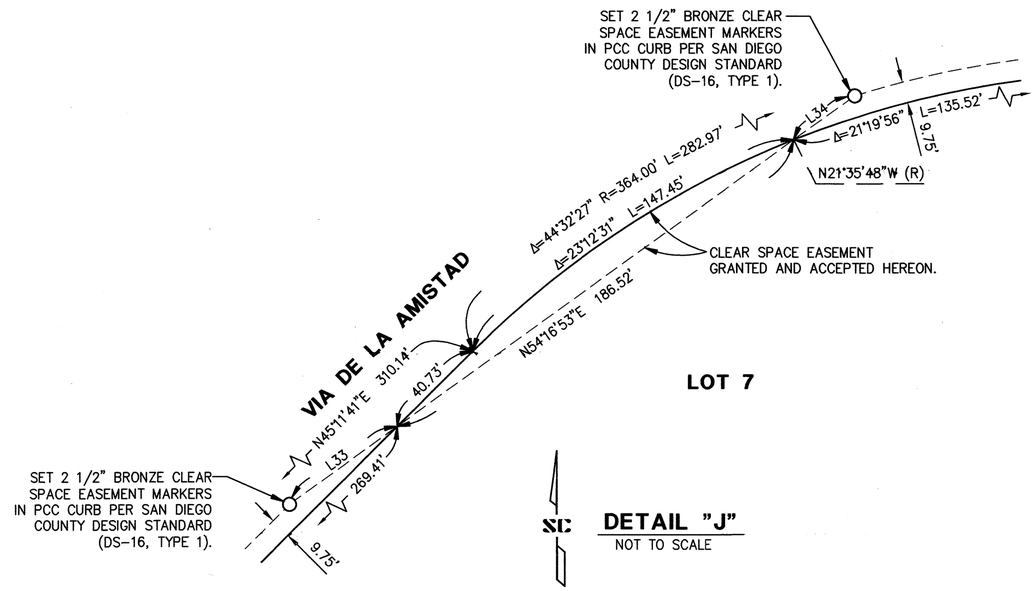

DETAIL "J"
NOT TO SCALE

COUNTY OF SAN DIEGO TRACT NO. 5566-1

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 EXISTING AND/OR PROPOSED COMMERCIAL/INDUSTRIAL UNIT AS REQUIRED BY SECTION 81.401(m) OF THE SUBDIVISION ORDINANCE.

FLOOD ZONE

THIS SUBDIVISION LIES WITHIN "NO SPECIAL FLOOD HAZARD" AS SHOWN ON FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL 2200 (PANEL NOT PRINTED) OF MAP NO. 06073C2200G, MAP REVISED MAY 16, 2012, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

ADDITIONALLY THERE ARE NO AREAS OF 100 YEAR FLOOD INUNDATION WITHIN THE BOUNDARIES OF THIS MAP.

HYDRO-MODIFICATION MANAGEMENT PLAN NOTE

UPDATED STUDIES, INCLUDING HYDRO-MODIFICATION MANAGEMENT PLANS FOR PRIORITY DEVELOPMENT PROJECTS, WILL BE REQUIRED PRIOR TO APPROVAL OF GRADING AND IMPROVEMENT PLANS FOR CONSTRUCTION PURSUANT TO COUNTY OF SAN DIEGO WATERSHED PROTECTION, STORMWATER MANAGEMENT AND DISCHARGE CONTROL ORDINANCE NO. 10410 (N.S.), DATED FEBRUARY 26, 2016 AND BMP DESIGN MANUAL. THESE REQUIREMENTS ARE SUBJECT TO THE MS4 PERMIT ISSUED BY THE REGIONAL WATER QUALITY CONTROL BOARD, ORDER NO. R9-2013-0001 AND ANY SUBSEQUENT ORDER, ADDITIONAL STUDIES AND OTHER ACTION MAY BE NEEDED TO COMPLY WITH FUTURE MS4 PERMITS.

Attachment B

Joint Agreement to Improve Major Subdivision

ASSUMPTION AND AMENDMENT OF JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION (COUNTY OF SAN DIEGO TRACT NO. 5566-1, FINAL MAP 16570)
(PDS2021-LDMJIP-50094 onsite)

This Assumption and Amendment of Joint Agreement to Improve Major Subdivision ("Assumption Agreement"), is made and entered into this 6 day of MAY, 2025, between the County of San Diego, a political subdivision of the State of California ("County"), Inmobiliaria Hawano, S.A. de C.V., a Mexican corporation ("Former Owner"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("New Owner"), with respect to the following:

RECITALS

A. On May 23, 2023 (CR# 15), the Director of Planning and Development Services ("Director") approved the Final Map for Tract No. 5566-1 (Final Map No. 16570) (the "Final Map"), consisting of eight (8) industrial/commercial lots on a total of 79.603 acres. At the time the Final Map No. 16570 was approved, County and Owner entered into an agreement entitled "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Improvement Agreement") to guarantee the construction of private and public improvements as a condition of approval of the subdivision.

B. The Improvement Agreement required the Owner to perform certain acts, and at his or her own cost and expense, to furnish all labor, equipment and material, and within two (2) years from the date of approval of Agreement by said Board, to perform and complete in a good, workmanlike manner, according to the plans and specifications attached thereto and made a part of the Improvement Agreement, the subdivision improvements specified therein.

C. On June 3, 2024, pursuant to County Ordinance 81.405(c) the Director extended to May 22, 2027, the performance completion date for the improvements described in the Improvement Agreement.

D. New Owner has acquired the property per Grant Deed recorded July 29, 2024 as doc # 2024-0198276 and desires to fully assume all obligations of the Former Owner relating to the Improvement Agreement, which will be effective upon closing of the Sale Agreement.

AGREEMENT

WHEREFORE, it is agreed by and between the County, District, Former Owner, and New Owner as follows:

1. The above Recitals are hereby incorporated by reference into this Agreement.

2. New Owner fully and unconditionally assumes all obligations of Former Owner as stated in the Improvement Agreement, including but not limited to the obligations to furnish, at their own cost and expense, all labor, equipment, and material to complete the subdivision improvements specified in the Improvement Agreement.

3. Former Owner is hereby released from all obligations stated in the Improvement Agreement.

4. The Total Estimated Amount of the estimated cost of the improvements required in the First Paragraph of the Improvement Agreement, as amended by this Assumption Agreement, is hereby replaced by the amount of $3,892,700. New Owner provides to County the attached "Improvement Security Agreement Faithful Performance Bond" and "Improvement Security Agreement Labor and Material Bond", as authorized by the Improvement Agreement, to guarantee the performance of all acts, duties and obligations set forth in the Improvement Agreement.

5. The Improvement Agreement is hereby amended by substituting New Owner in place of Former Owner in all places.

6. Except as herein amended, the Improvement Agreement, and all provisions, terms and conditions thereof shall remain in full force and effect.

7. Notwithstanding any provisions in this Assumption Agreement to the contrary, no release, termination or substitution of parties authorized herein shall relieve a party of liability for any loss, claim or damage sustained by another party as a result of any breach by such party of the terms and conditions of the Improvement Agreement.

8. This Assumption Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

9. This Assumption Agreement and the Improvement Agreement shall be governed by and construed according to the laws of the State of California without regard to choice of law principles. Venue for any litigation shall be brought only in the state courts of California or in the federal courts located in San Diego County, California. New 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 Assumption Agreement to be executed as of the date first written above.

[*Remainder of page intentionally left blank; signature pages follow.*]

FORMER OWNER

Inmobiliaria Hawano, S.A. de C.V., a Mexican corporation, As Owner

By:_____
David G. Hagan, Attorney-in-Fact

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

STATE OF Colorado)
COUNTY OF Eagle)

ON February 19, 2025 BEFORE ME, Jairo Chavez, NOTARY PUBLIC, PERSONALLY APPEARED David G. Hagan, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____

PLEASE PRINT NAME: Jairo Chavez
MY PRINCIPAL PLACE OF BUSINESS IS IN Eagle COUNTY.

MY COMMISSION NUMBER IS 20194010123

MY COMMISSION EXPIRES 03/21, 2027

JAIRO CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194010123
MY COMMISSION EXPIRES 03/21/2027

NEW OWNER
HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Mariana Velazco Sanchez
Title: Manager see attached Notary certificate

By:_____
Name:
Title: Manager see attached Notary certificate

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 FLORIDA)
COUNTY OF ORANGE)

ON_____, 20___BEFORE ME,_____.

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

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

WITNESS MY HAND AND OFFICIAL SEAL

See attached Notary certificate

SIGNATURE_____

PLEASE PRINT NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN ORANGE COUNTY, FLORIDA.

MY COMMISSION NUMBER IS_____

MY COMMISSION EXPIRES_____, 20

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

State of California
County of San Diego }

On April 3, 2025 before me, Linda L. Hodak, Notary Public, personally appeared Mariana Vebzed Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed 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.

LINDA L. HODAK
Notary Public - California
San Diego County
Commission # 2353803
My Comm. Expires Apr 6, 2025

Signature Linda L. Hodak

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 FLORIDA)
COUNTY OF ORANGE)

ON_____, 20___BEFORE ME,_____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____

PLEASE PRINT NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN ORANGE COUNTY, FLORIDA.

MY COMMISSION NUMBER IS_____

MY COMMISSION EXPIRES_____, 20

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Emily Helms
Senior Deputy

SAN DIEGO COUNTY SANITATION DISTRICT

By: _____
Clerk, Board of Directors

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 May 7, 2025 BEFORE ME, Janely E. Valdivia,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

JANELY E. VALDIVIA
Notary Public - California
San Diego County
Commission # 2426053
My Comm. Expires Dec 6, 2026

PLEASE PRINT NAME: Janely E. Valdivia
MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.
MY COMMISSION NUMBER IS 2426053
MY COMMISSION EXPIRES December 6, 2026

ASSUMPTION AND AMENDMENT OF JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION (COUNTY OF SAN DIEGO TRACT NO. 5566-1, FINAL MAP 16570)
(PDS2022-LDPIIP-60128 OFFSITE)

This Assumption and Amendment of Joint Agreement to Improve Major Subdivision ("Assumption Agreement"), is made and entered into this 6 day of MAY, 2025, between the County of San Diego, a political subdivision of the State of California ("County"), Inmobiliaria Hawano, S.A. de C.V., a Mexican corporation ("Former Owner"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("New Owner"), with respect to the following:

RECITALS

A. On May 23, 2023 (CR# 15), the Director of Planning and Development Services ("Director") approved the Final Map for Tract No. 5566-1 (Final Map No. 16570) (the "Final Map"), consisting of eight (8) industrial/commercial lots on a total of 79.603 acres. At the time the Final Map No. 16570 was approved, County and Owner entered into an agreement entitled "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Improvement Agreement") to guarantee the construction of private and public improvements as a condition of approval of the subdivision.

B. The Improvement Agreement required the Owner to perform certain acts, and at his or her own cost and expense, to furnish all labor, equipment and material, and within two (2) years from the date of approval of Agreement by said Board, to perform and complete in a good, workmanlike manner, according to the plans and specifications attached thereto and made a part of the Improvement Agreement, the subdivision improvements specified therein.

C. On June 3, 2024, pursuant to County Ordinance 81.405(c) the Director extended to May 22, 2027, the performance completion date for the improvements described in the Improvement Agreement.

D. New Owner has acquired the property per Grant Deed recorded July 29, 2024 as doc # 2024-0198276 and desires to fully assume all obligations of the Former Owner relating to the Improvement Agreement, which will be effective upon closing of the Sale Agreement.

AGREEMENT

WHEREFORE, it is agreed by and between the County, District, Owner, and New Owner as follows:

1. The above Recitals are hereby incorporated by reference into this Agreement.

2. New Owner fully and unconditionally assumes all obligations of Former Owner as stated in the Improvement Agreement, including but not limited to the obligations to furnish, at their own cost and expense, all labor, equipment, and material to complete the subdivision improvements specified in the Improvement Agreement.

3. Former Owner is hereby released from all obligations stated in the Improvement Agreement.

4. The Total Estimated Amount of the estimated cost of the improvements required in the First Paragraph of the Improvement Agreement, as amended by this Assumption Agreement, is hereby replaced by the amount of $8,579,200. New Owner provides to County the attached "Improvement Security Agreement Faithful Performance Bond" and "Improvement Security Agreement Labor and Material Bond", as authorized by the Improvement Agreement, to guarantee the performance of all acts, duties and obligations set forth in the Improvement Agreement.

5. The Improvement Agreement is hereby amended by substituting New Owner in place of Former Owner in all places.

6. Except as herein amended, the Improvement Agreement, and all provisions, terms and conditions thereof shall remain in full force and effect.

7. Notwithstanding any provisions in this Assumption Agreement to the contrary, no release, termination or substitution of parties authorized herein shall relieve a party of liability for any loss, claim or damage sustained by another party as a result of any breach by such party of the terms and conditions of the Improvement Agreement.

8. This Assumption Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

9. This Assumption Agreement and the Improvement Agreement shall be governed by and construed according to the laws of the State of California without regard to choice of law principles. Venue for any litigation shall be brought only in the state courts of California or in the federal courts located in San Diego County, California. New 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 Assumption Agreement to be executed as of the date first written above.

[*Remainder of page intentionally left blank; signature pages follow.*]

FORMER OWNER

Inmobiliaria Hawano, S.A. de C.V., a Mexican corporation, As Owner

By:_____
David G. Hagan, Attorney-in-Fact

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

STATE OF Colorado)
COUNTY OF Eagle)

ON February 19, 2025 BEFORE ME, Jairo Chavez, NOTARY PUBLIC, PERSONALLY APPEARED David G. Hagan, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____

PLEASE PRINT NAME: Jairo Chavez
MY PRINCIPAL PLACE OF BUSINESS IS IN Eagle COUNTY.

MY COMMISSION NUMBER IS 20194010123

MY COMMISSION EXPIRES 03/21, 2027

JAIRO CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194010123
MY COMMISSION EXPIRES 03/21/2027

NEW OWNER
HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Mariana Velazco Sánchez
Title: Manager see attached Notary certificate

By:_____
Name:
Title: Manager see attached Notary certificate

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 FLORIDA)
COUNTY OF ORANGE)

ON_____, 20___BEFORE ME,_____,

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

See attached acknowledgement

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____

PLEASE PRINT NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN ORANGE COUNTY, FLORIDA.

MY COMMISSION NUMBER IS_____

MY COMMISSION EXPIRES_____, 20

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

State of California }
County of San Diego }

On April 3, 2025 before me, Linda L. Hodak, Notary Public, personally appeared Mariana Velasco Sanchez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed 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.

LINDA L. HODAK
Notary Public - California
San Diego County
Commission # 2353803
My Comm. Expires Apr 6, 2025

Signature Linda L. Hodak

(Seal)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 FLORIDA)
COUNTY OF ORANGE)

ON_____, 20___BEFORE ME,_____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE_____

PLEASE PRINT NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN ORANGE COUNTY, FLORIDA.

MY COMMISSION NUMBER IS_____

MY COMMISSION EXPIRES_____, 20

COUNTY OF SAN DIEGO

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: Emily Helms
Senior Deputy

SAN DIEGO COUNTY SANITATION DISTRICT

By: _____
Clerk, Board of Directors

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 May 7, 2025 BEFORE ME, Janely E. Valdivia,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

JANELY E. VALDIVIA
Notary Public - California
San Diego County
Commission # 2426053
My Comm. Expires Dec 6, 2026

SIGNATURE _____

PLEASE PRINT NAME: Janely E. Valdivia
MY PRINCIPAL PLACE OF BUSINESS IS IN San Diego COUNTY.

MY COMMISSION NUMBER IS 2426053

MY COMMISSION EXPIRES December 6, 2026

Attachment C

Faithful Performance and Labor and Material Bonds- Onsite

JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND

(PDS2021-LDMJIP-50094 ONSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held firmly bound unto the County, District, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Joint Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **One Million Nine Hundred Forty Six Thousand Three Hundred Fifty Dollars and No/100 ($ 1,946,350.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

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

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

5. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

6. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, 3/28, 2025.

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Ángel Losada Moreno
Title: Manager see attached Notary certificate

By:_____
Name: Ángel Alverde Losada
Title: Manager see attached Notary certificate

Surety name and address

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

_____
Attorney-in-Fact Victoria P. Lyons

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty-Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

March 3, 2025

Greg Anderson,PLS
LD Project Manager /Deputy County Clerk
County of San Diego, Planning & Development Services
Land Development Division
5510 Overland Avenue | Suite 210
San Diego, CA 92123

RE: Bond No. 612423340
Hawano Developments LLC

This is to confirm authorization from United States Fire Insurance Company and Hawano Developments LLC for the County of San Diego to date the bonds and power of attorney for the above referenced bond, with the agreement that a copy of the dated bonds will be sent to Woody Baird, wbaird@alliant.com for processing.

United States Fire Insurance Company

Victoria P. Lyons, Attorney-in-Fact

Hawano Developments LLC

Name and Title:
Ángel Losada Moreno
Legal Representative

Hawano Developments LLC

Name and Title:
Ángel Alverde Losada.
Legal Representative.

JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND

(PDS2021-LDMJIP-50094 ONSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held and firmly bound unto the County of San Diego ("County") and the District in the penal sum of **Three Million Eight Hundred Ninety Two Thousand Seven Hundred Dollars and No/100 ($3,892,700.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

1. As the work required under the Joint Agreement to Improve proceeds, Owner may submit written requests to the Director of Public Works of the County (hereinafter referred to as Director) and the District for a reduction in the penal amount of this surety bond. If the Director and the District are satisfied that the amount of the surety bond may be reduced, then, upon inspecting the work performed and verifying the percentage and value of the work remaining to be completed, the Director and the District may authorize the reduction, subject to the restrictions in the section entitled "Amounts of Security" of the Joint Agreement to Improve.

SIN TEXTO

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

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

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

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

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

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

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

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

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

8. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

9. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on 28 de marzo, 2025.

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Angel Losada Moreno
Title: Manager

see attached Notary certificate

By:_____
Name: Angel Alverde Losada.
Title: Manager

see attached Notary certificate

Surety name and address

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

Attorney-in-Fact Victoria P. Lyons

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.

SIN TEXTO

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 Connecticut
County of Hartford)

On 3/3/2025 before me, Jessica L. Piccirillo
(insert name and title of the officer)

personally appeared Victoria P. Lyons,
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 Jessica L Piccirillo (Seal)

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
CONNECTICUT

**Bonds undated at time of notary

SIN TEXTO

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

SIN TEXTO

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 07812

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

United States Fire Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 31st *day of* December, 2003, *I have hereunto set my hand and caused my official seal to be affixed this* 31st *day of* December, 2003.

John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

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JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND
(PDS2022-LDPIIP-60128 OFFSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held and firmly bound unto the County of San Diego ("County") and the District in the penal sum of **Eight Million Five Hundred Seventy Nine Thousand Two Hundred Dollars and No/100 ($ 8,579,200.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

1. As the work required under the Joint Agreement to Improve proceeds, Owner may submit written requests to the Director of Public Works of the County (hereinafter referred to as Director) and the District for a reduction in the penal amount of this surety bond. If the Director and the District are satisfied that the amount of the surety bond may be reduced, then, upon inspecting the work performed and verifying the percentage and value of the work remaining to be completed, the Director and the District may authorize the reduction, subject to the restrictions in the section entitled "Amounts of Security" of the Joint Agreement to Improve.

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

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

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

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

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

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

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

SIN TEXTO

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.

8. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

9. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on 28 de marzo, 2025.

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Ángel Losada Moreno
Title: Manager

see attached Notary certificate

By:_____
Name: Ángel Alberto Losada.
Title: Manager

see attached Notary certificate

Surety name and address

United States Fire Insurance Company

SIN TEXTO

305 MADISON AVENUE
MORRISTOWN, NJ 07960

Attorney-in-Fact Victoria P. Lyons

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

SIN TEXTO

March 3, 2025

Greg Anderson,PLS
LD Project Manager /Deputy County Clerk
County of San Diego, Planning & Development Services
Land Development Division
5510 Overland Avenue | Suite 210
San Diego, CA 92123

RE: Bond No. 612423339
Hawano Developments LLC

This is to confirm authorization from United States Fire Insurance Company and Hawano Developments LLC for the County of San Diego to date the bonds and power of attorney for the above referenced bond, with the agreement that a copy of the dated bonds will be sent to Woody Baird, wbaird@alliant.com for processing.

United States Fire Insurance Company

Victoria P. Lyons, Attorney-in-Fact

Hawano Developments LLC

Name andTitle:
Angel Losada Moreno
Legal representative

Hawano Developments LLC

Name andTitle:
Ángel Alverde Losada.
Legal representative.

JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND

(PDS2022-LDPIIP-60128 OFFSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held firmly bound unto the County, District, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Joint Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **Four Million Two Hundred Eighty Nine Thousand Six Hundred Dollars and No/100 ($4,289,600.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

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

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

5. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

6. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, 3/28, 2025.

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Ángel Losada Moreno
Title: Manager

see attached Notary certificate

By:_____
Name: Ángel Alverde Losada.
Title: Manager

see attached Notary certificate

Surety name and address

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

_____

_____
Attorney-in-Fact Victoria P. Lyons

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

ACKNOWLEDGMENT

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

State of Connecticut
County of Hartford)

On 3/3/2025 before me, Jessica L. Piccirillo
(insert name and title of the officer)

personally appeared Victoria P. Lyons,
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 Jessica L. Piccirillo (Seal)

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
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**Bonds undated at time of notary

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 07812

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

United States Fire Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 31st *day of* December, 2003, *I have hereunto set my hand and caused my official seal to be affixed this* 31st *day of* December, 2003.

John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
for Ida Zodrow *Deputy*
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

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Attachment D Faithful Performance and Labor and Material Bonds- Off-site

March 3, 2025

Greg Anderson,PLS
LD Project Manager /Deputy County Clerk
County of San Diego, Planning & Development Services
Land Development Division
5510 Overland Avenue | Suite 210
San Diego, CA 92123

RE: Bond No. 612423339
Hawano Developments LLC

This is to confirm authorization from United States Fire Insurance Company and Hawano Developments LLC for the County of San Diego to date the bonds and power of attorney for the above referenced bond, with the agreement that a copy of the dated bonds will be sent to Woody Baird, wbaird@alliant.com for processing.

United States Fire Insurance Company

Victoria P. Lyons, Attorney-in-Fact

Hawano Developments LLC

Name andTitle:
Angel Losada
Moreno
Legal representative

Hawano Developments LLC

Name andTitle:
Ángel Alverde Losada.
Legal representative.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leveroni, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND
(PDS2022-LDPIIP-60128 OFFSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAWANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held and firmly bound unto the County of San Diego ("County") and the District in the penal sum of **Eight Million Five Hundred Seventy Nine Thousand Two Hundred Dollars and No/100 ($ 8,579,200.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

1. As the work required under the Joint Agreement to Improve proceeds, Owner may submit written requests to the Director of Public Works of the County (hereinafter referred to as Director) and the District for a reduction in the penal amount of this surety bond. If the Director and the District are satisfied that the amount of the surety bond may be reduced, then, upon inspecting the work performed and verifying the percentage and value of the work remaining to be completed, the Director and the District may authorize the reduction, subject to the restrictions in the section entitled "Amounts of Security" of the Joint Agreement to Improve.

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

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

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

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

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

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

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

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

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

8. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

9. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on 28 de marco, 2025.

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Ángel Losada Moreno
Title: Manager see attached Notary certificate

By:_____
Name: Ángel Alberto Losada.
Title: Manager see attached Notary certificate

Surety name and address

United States Fire Insurance Company

305 MADISON AVENUE
MORRISTOWN, NJ 07960

Attorney-in-Fact Victoria P. Lyons

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.

JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND
(PDS2022-LDPIIP-60128 OFFSITE IMPROVEMENTS)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the San Diego County Sanitation District ("District"), and HAVANO DEVELOPMENTS LLC, a Delaware limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5566-1**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5566-1" ("Joint Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW, THEREFORE, Owner and United States Fire Insurance Company, organized and existing under the laws of the State of Delaware, and authorized to act as surety in the State of California, are held firmly bound unto the County, District, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Joint Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **Four Million Two Hundred Eighty Nine Thousand Six Hundred Dollars and No/100 ($4,289,600.00),** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

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

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

5. Surety shall maintain an office at the following location, where County can enforce the surety bond in accordance with the terms of this document and the Joint Agreement to Improve: 305 Madison Avenue, Morristown, NJ 07960.

6. Surety hereby stipulates and agrees that no claims concerning the validity of the Joint Agreement to Improve shall in anywise affect its obligations under this document.

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

HAWANO DEVELOPMENTS LLC, a Delaware limited liability company

By:_____
Name: Ángel Losada Moreno
Title: Manager see attached Notary certificate

By:_____
Name: Ángel Alverde Losada.
Title: Manager see attached Notary certificate

Surety name and address

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07960

_____

Attorney-in-Fact Victoria P. Lyons

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

ACKNOWLEDGMENT

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

State of _____
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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 _____ **(Seal)**

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 Connecticut
County of Hartford)

On 3/3/2025 before me, Jessica L. Piccirillo
(insert name and title of the officer)

personally appeared Victoria P. Lyons,
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 Jessica L. Piccirillo (Seal)

JESSICA L. PICCIRILLO
NOTARY PUBLIC
MY COMM EXP 6/30/2025
CONNECTICUT

**Bonds undated at time of notary

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Woodrow M. Baird, Richard A. Leverool, Russell M. Canterbury, Steven E. Susanin, Jessica L. Piccirillo, Diane Moraski, Victoria P. Lyons, Dave Moylan;**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please email: SuretyInquiries@amyntagroup.com

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE № 07812

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

United States Fire Insurance Company

of Wilmington, Delaware *, organized under the laws of* Delaware *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous *as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 31st *day of* December, 2003, *I have hereunto set my hand and caused my official seal to be affixed this* 31st *day of* December, 2003.

John Garamendi
Insurance Commissioner

By

Victoria S. Sidbury
for Ida Zodrow *Deputy*
Asst. Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

FORM CB-3

OSP 00 39391

Attachment E

Director Approval

County of San Diego,
Planning & Development Services

May 6, 2025

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5566-1 (FINAL MAP 16570): ASSUMPTION AND AMENDMENT OF JOINT AGREEMENTS TO IMPROVE MAJOR SUBDIVISION FOR HAWANO CORP TENTATIVE MAP NO. 5566R2 (FINAL MAP NO. 16570) LOCATED IN THE EAST OTAY MESA COMMUNITY PLAN AREA (DISTRICT: 1)

OVERVIEW: This is a request for the Director of Planning & Development Services to approve, authorize, and execute the agreement to assume agreement to Improve Major Subdivision for public and private improvements required by County of San Diego Tract No. 5566-1 (Final Map No. 16570), Hawano, consisting of subdivision consisting of a total of 8 (eight) commercial lots on 79.60 acres. The project is located in the southwest corner of the intersection of Airway Road and Alta Road in the East Otay Mesa Specific Plan Area within the unincorporated San Diego County.

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

1. Find that the approval of the agreements to assume and amend agreement to Improve Major Subdivision for public and private improvements required by County of San Diego Tract No. 5566-1 (Final Map No. 16570) is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections Section 15061(b)(3) of the CEQA Guidelines provides that the activity is covered by the common sense exemption and that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed action is administrative in nature as it involves the change of Ownership and associated agreements. CEQA review was completed in connection with the approval of each of the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval.

2. Approve and authorize the Clerk of the Board of Supervisors (Clerk) to execute both of the Assumption and Amendment of Joint Agreements for Improvements, which includes street improvements, drainage facilities, water facilities, sewer facilities, and final monumentation.

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

VINCE NICOLETTI, INTERIM DIRECTOR
PLANNING & DEVELOPMENT SERVICES