



County of San Diego

PLANNING & DEVELOPMENT SERVICES
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(858) 505-6445 General • (858) 694-2705 Codes
(858) 565-5920 Building Services
www.SDCPDS.org

VINCE NICOLETTI
DIRECTOR

May 19, 2026

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF FINAL MAP APPLICATION

County of San Diego Tract No. 5615-2

The Director of Planning & Development Services is reviewing a Final Map application for approval. The Final Map, County Tract No. 5615-2, is in the Bonsall and Fallbrook Community Plan Area.

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

PROJECT DESCRIPTION

This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5615-2; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for public improvements.

County of San Diego Tract No. 5615-2, also known as Ocean Breeze Ranch Tentative Map, consists of a total of 149 lots which includes 144 residential lots, three (3) HOA Open Space, 2 (two) HOA Private Lots on 34.283 acres total. The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County (Attachment A). The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County.

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

Attachment A

Final Map

COUNTY OF SAN DIEGO TRACT NO. 5615-2

BEING A SUBDIVISION OF LOT 1 OF COUNTY OF SAN DIEGO TRACT NO. 5615-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16669, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MARCH 5, 2026 AS FILE NO. 2026-7000099, OF OFFICIAL RECORDS.
SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY, ORDER NO. 7380794 (MK)

OWNER'S STATEMENT

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 PALM COURT, LIGHTHOUSE LANE, STARFISH LANE, HARBOR COURT, AND SANDBAR LANE, FOR USE AS PUBLIC STREETS TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF SAID RIGHT-OF-WAY, ALL AS SHOWN ON SAID MAP.
WE HEREBY GRANT TO THE COUNTY OF SAN DIEGO A PERPETUAL EASEMENT FOR PARK AND RECREATIONAL PURPOSES OVER THAT AREA SHOWN AS "PRIVATE PARK LOT" OVER ALL OF LOTS ZZ AND AAA OF THIS MAP.

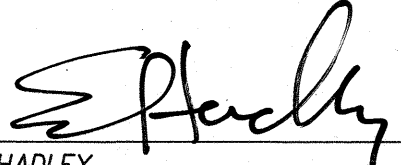
THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT: ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE [NOT RELATED TO PARK AND RECREATIONAL PURPOSES], TRASH DUMPING, OR USE FOR ANY PURPOSE OTHER THAN FOR PARK AND RECREATIONAL PURPOSES.
THIS EASEMENT RESTRICTS THE USE OF LOTS ZZ AND AAA TO PARK AND RECREATIONAL PURPOSES ONLY. PRIVATE OWNERSHIP AND MAINTENANCE OF THE PRIVATE PARK SITE ON LOTS ZZ AND AAA, WILL BE ADEQUATELY PROVIDED FOR BY RECORDED WRITTEN AGREEMENT, COVENANTS, OR RESTRICTIONS.

THE COUNTY OF SAN DIEGO SHALL NOT BE LIABLE FOR, AND GRANTOR, ITS SUCCESSORS, AND ITS ASSIGNS SHALL DEFEND AND INDEMNIFY COUNTY OF SAN DIEGO AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY, JUDGEMENTS, AWARDS, FINDS, MECHANICS LIENS OR OTHER LIENS, LABOR DISPUTES, LOSSES, DAMAGES, EXPENSES, CHARGES OR COSTS OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH INJURY TO OR THE DEATH OF ANY PERSON, OR PHYSICAL DAMAGE TO ANY PROPERTY, OR ANY OTHER CLAIMS RESULTING FROM ANY ACT, OMISSION, CONDITION OR OTHER MATTER RELATED TO OR OCCURRING ON OR ABOUT THE EASEMENT AREA.

THE COUNTY OF SAN DIEGO SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE LAND SUBJECT TO THIS EASEMENT AND REMOVE ANY MATERIAL, STRUCTURE OR OTHER THING PLACED OR MAINTAINED CONTRARY TO THE TERMS OF THIS EASEMENT, AND TO DO ANY WORK NECESSARY TO ELIMINATE THE EFFECTS OF ANY VIOLATION OF THIS EASEMENT. THIS EASEMENT SHALL NOT AUTHORIZE ANY MEMBER OF THE PUBLIC TO USE OR ENTER UPON THE LAND SUBJECT TO THIS EASEMENT, IT BEING UNDERSTOOD THAT THE PURPOSE OF THIS EASEMENT IS SOLELY TO RESTRICT THE USE OF SAID LAND. THE TERMS OF THIS EASEMENT MAY BE SPECIFICALLY ENFORCED OR ENJOINED BY PROCEEDINGS IN A COURT OF COMPETENT JURISDICTION, AND SHALL BE BINDING UPON THE GRANTOR(S) AND ITS OR THEIR SUCCESSORS AND ASSIGNS.

WE, KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, HEREBY GRANTS TO THE RAINBOW MUNICIPAL WATER DISTRICT, A MUNICIPAL CORPORATION, ORGANIZED UNDER THE MUNICIPAL WATER DISTRICT ACT OF 1911 AS AMENDED, ITS SUCCESSORS AND ASSIGNS, THE PERMANENT EASEMENT FOR THE PURPOSE OF LOCATING, RELOCATING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, INSPECTING AND REPAIRING SEWER AND WATER PIPELINES AND ALL SURFACE AND SUBSURFACE APPURTENANCES INCIDENTAL THERETO FOR USE IN CONNECTION OF THE TRANSMISSION AND DISTRIBUTION OF SEWER AND WATER, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM, WHETHER SAID FACILITIES OR LANDS ARE WITHIN OR WITHOUT THE BOUNDARIES OF THIS SUBDIVISION, ALL AS SHOWN ON THIS MAP.

KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, A DELAWARE LIMITED PARTNERSHIP, AS OWNER

BY: 
ED HADLEY
AUTHORIZED SIGNATORY

OPTIONEE STATEMENT

MEMORANDUM OF OPTION AGREEMENT RECORDED OCTOBER 16, 2025 AS DOCUMENT NO. 2025-0290428 OF OFFICIAL RECORDS.

BY OPTIONEE: TH OCEAN BREEZE RANCH LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: 
NAME: RICHARD P. DOUGLASS
TITLE: AUTHORIZED AGENT

RAINBOW MUNICIPAL WATER DISTRICT
CERTIFICATE

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY AS SHOWN ON THIS MAP AND GRANTED TO THE RAINBOW MUNICIPAL WATER DISTRICT, ORGANIZED UNDER THE MUNICIPAL WATER DISTRICT ACT OF 1911, IS HEREBY ACCEPTED BY ORDER OF BOARD OF DIRECTOR'S RESOLUTION NO. 02-13, DATED JULY 3, 2002, AUTHORIZING THE GENERAL MANAGER TO ACCEPT ON BEHALF OF THE DISTRICT, AND RAINBOW MUNICIPAL WATER DISTRICT CONSENTS TO RECORDATION THEREOF.

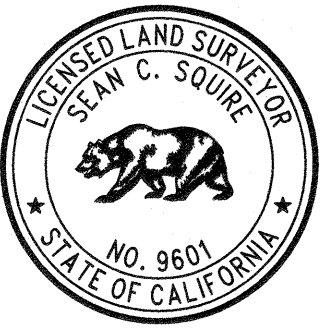
RAINBOW MUNICIPAL WATER DISTRICT

BY: _____ DATE: _____
NAME:
TITLE: GENERAL MANAGER

SURVEYOR'S STATEMENT

I, SEAN C. SQUIRE, A PROFESSIONAL LAND SURVEYOR, STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN MAY 2020 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 THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.


SEAN C. SQUIRE, L.S. 9601
DATE: 4-9-2026

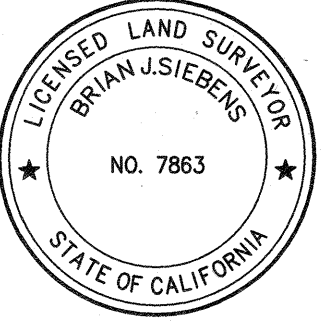


COUNTY SURVEYOR'S STATEMENT

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

BRIAN J. SIEBENS, P.L.S. 7863
SAN DIEGO COUNTY SURVEYOR

DATE: _____



TAX DEPOSIT CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE 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
DATE: _____

ACCEPTANCE CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CERTIFY THAT SAID BOARD OF SUPERVISORS HAS APPROVED THIS MAP, HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THAT PORTION OF PALM COURT, LIGHTHOUSE LANE, STARFISH LANE, HARBOR COURT, AND SANDBAR LANE, TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF SAID RIGHT-OF-WAY, AS DEDICATED ON SAID MAP; AND HAS ACCEPTED ON BEHALF OF THE COUNTY THE EASEMENT FOR PRIVATE PARK OVER LOTS ZZ AND AAA, AS GRANTED ON SAID MAP.

ANDREW POTTER,
CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY
DATE: _____

BOND AND ASSESSMENT CERTIFICATE

WE, COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR OF THE DEPARTMENT 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.

LARRY COHEN COUNTY
TREASURER-
TAX COLLECTOR
BY: _____
DEPUTY
DATE

MARISA K. BARRIE
DIRECTOR OF PUBLIC WORKS
BY: _____
DEPUTY
DATE

FOR NOTARY ACKNOWLEDGMENTS - SEE SHEET 2 OF 9 SHEETS

SIGNATURE OMISSION STATEMENT

THE SIGNATURES OF THE FOLLOWING PARTIES 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:

COUNTY OF SAN DIEGO,
HOLDER OF THE FOLLOWING EASEMENT:

- (1) LIMITED BUILDING ZONE EASEMENT RECORDED OCTOBER 16, 2025, AS DOCUMENT NO. 2025-0290420, O.R.
- (2) CLEAR SPACE EASEMENT DEDICATED ON COUNTY OF SAN DIEGO TRACT NO. 5615-1, MAP NO. 16669, RECORDED MARCH 5, 2026 AS DOCUMENT NO. 2026-7000099, O.R.

SAN LUIS REY DEVELOPMENT COMPANY,
HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR ELECTRIC TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 14, 1930 IN BOOK 1742, PAGE 145, O.R. ORIGINAL EASEMENT RECORDED JANUARY 26, 1906 IN BOOK 384, PAGE 32, O.R.

CHAS. FORMAN, ET UX,
HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR ELECTRIC TRANSMISSION LINES AND CONSTRUCTION, OPERATION AND MAINTENANCE OF A RAILROAD RECORDED APRIL 5, 1911 IN BOOK 511, PAGE 303, O.R.

SAN DIEGO GAS & ELECTRIC COMPANY,
HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR POLE LINES AND UNDERGROUND CONDUITS (RW# 3545) RECORDED FEBRUARY 8, 1926 IN BOOK 1162, PAGE 255, O.R. (EASEMENT TO BE VACATED AFTER THE RECORDATION OF THE MAP.)
- (2) FOR POLE LINES AND UNDERGROUND CONDUITS (RW# 16367) RECORDED MAY 16, 1945 IN BOOK 1874, PAGE 141, O.R. (EASEMENT TO BE VACATED AFTER THE RECORDATION OF THE MAP.)

OCEAN BREEZE RANCH LLC; TRUMARK PROPERTIES LLC; TH OCEAN BREEZE LLC;
KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP,
HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT NO. 2025-0290426 RECORDED OCTOBER 16, 2025, O.R.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

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

PRINCIPAL COUNTY OF BUSINESS: _____
COMMISSION EXPIRES: _____, 20____
COMMISSION NUMBER OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

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

PRINCIPAL COUNTY OF BUSINESS: _____
COMMISSION EXPIRES: _____, 20____
COMMISSION NUMBER OF NOTARY: _____

NOTARY ACKNOWLEDGMENT (ARIZONA)

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 ARIZONA)
COUNTY OF MARICOPA)

ON April 15th, 2026, BEFORE ME, Julie Gillett
PERSONALLY APPEARED Ed Hadley
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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Julie Gillett

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

PRINCIPAL COUNTY OF BUSINESS: MARICOPA
COMMISSION EXPIRES: 08/05, 2026
COMMISSION NUMBER OF NOTARY: 635441

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Orange)

ON April 17th, 2026, BEFORE ME, Martise H. Korppe
PERSONALLY APPEARED Richard P. Douglas
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.

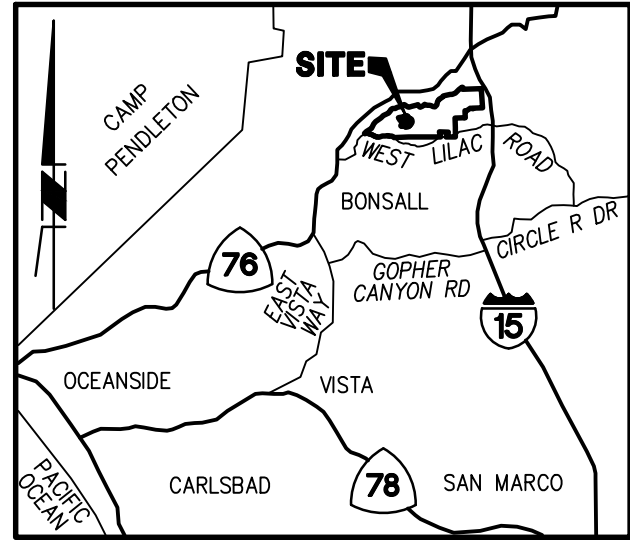
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Martise H. Korppe

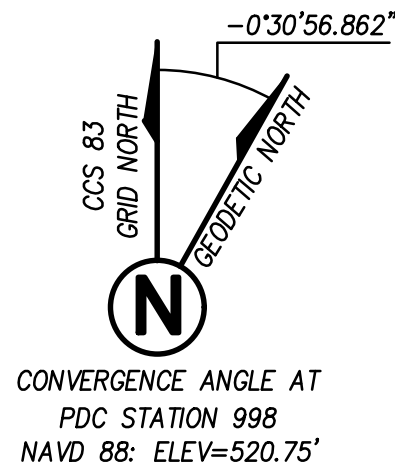
Martise H. Korppe
NAME (TYPED OR PRINTED), NOTARY PUBLIC
IN AND FOR SAID COUNTY AND STATE.

PRINCIPAL COUNTY OF BUSINESS: Orange
COMMISSION EXPIRES: 03/17, 2030
COMMISSION NUMBER OF NOTARY: 2550122

COUNTY OF SAN DIEGO TRACT NO. 5615-2



THOMAS GUIDE
PAGE 1048 GRID D6
VICINITY MAP
NOT TO SCALE



EXISTING NON-PLOTTABLE EASEMENTS

AN EASEMENT TO CHARLES FORMAN FOR THE ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES, RECORDED JAN 26, 1906 IN BOOK 384 OF DEEDS, PAGE 32. BLANKET IN NATURE, NOT PLOTTED HEREON. EASEMENT QUITCLAIMED TO SAN LUIS REY DEVELOPMENT COMPANY (NO LONGER IN EXISTENCE) PER DEED RECORDED FEBRUARY 14, 1930 IN BOOK 1742, PAGE 145 OF DEEDS.

AN EASEMENT TO CHAS. FORMAN FOR ELECTRICAL TRANSMISSION LINES AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A RAILROAD AND INCIDENTAL PURPOSES, RECORDED IN BOOK 511 OF DEEDS, PAGE 303. NO SPECIFIC LOCATION IS GIVEN AND THEREFOR HAS NOT BEEN PLOTTED HEREON

SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 8, 1926 IN BOOK 1162 OF DEEDS, PAGE 255.

SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 16, 1945 IN BOOK 1874, PAGE 141 OF OFFICIAL RECORDS.

TEMPORARY CONSTRUCTION EASEMENT TO ENTER ONTO PARCEL A AND C (LOTS GG, TT AND UU PER MAP NO. 16669) DURING THE TERM OF THE EASEMENT, BY AND AMONG OCEAN BREEZE RANCH LLC, TRUMARK PROPERTIES LLC, TH OCEAN BREEZE LLC, KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, PER DOCUMENT NO. 2025-0290426 RECORDED OCTOBER 16, 2025, OF OFFICIAL RECORDS. EASEMENT IS BLANKET IN NATURE AND NOT PLOTTED HEREON.

PRIVATE ROADS STATEMENT

PRIVATE ROAD, DULIN ROAD AND SEAFOAM STREET (OVER PORTIONS OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, R, T, U, W, X, Y, AA, BB, CC, DD, EE, FF, HH, II, OO, TT, VV), AND EVACUATION ROUTE (ALL WITHIN LOT TT), INCLUSIVE OF MAP NO. 16669, TO BE MAINTAINED IN ACCORDANCE WITH PRIVATE ROAD MAINTENANCE AGREEMENT RECORDED FEBRUARY 11, 2026 AS DOCUMENT NO. 2026-0038122 OF OFFICIAL RECORDS.

MONUMENTATION LEGEND

- INDICATES FOUND 2" IRON PIPE WITH BRASS DISC STAMPED "L.S. 9601 SQUIRE" PER MAP NO. 16669.
- ▲ INDICATES FOUND M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE" PER MAP NO. 16669, UNLESS OTHERWISE NOTED.
- △ INDICATES SET M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE", UNLESS OTHERWISE NOTED.
- ▲ INDICATES SET M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE" AT 5' OFFSET TO EC OR BC, UNLESS OTHERWISE NOTED.
- INDICATES SET 1"x18" IRON PIPE WITH DISC "L.S. 9601 SQUIRE".
- INDICATES CLEAR SPACE EASEMENT MARKERS PER COUNTY OF SAN DIEGO DESIGN STANDARD DS-16 TYPE 1, SET IN TOP OF CURB, OR CONCRETE WALK, UPON COMPLETION OF IMPROVEMENTS, PER MAP NO. 16669.

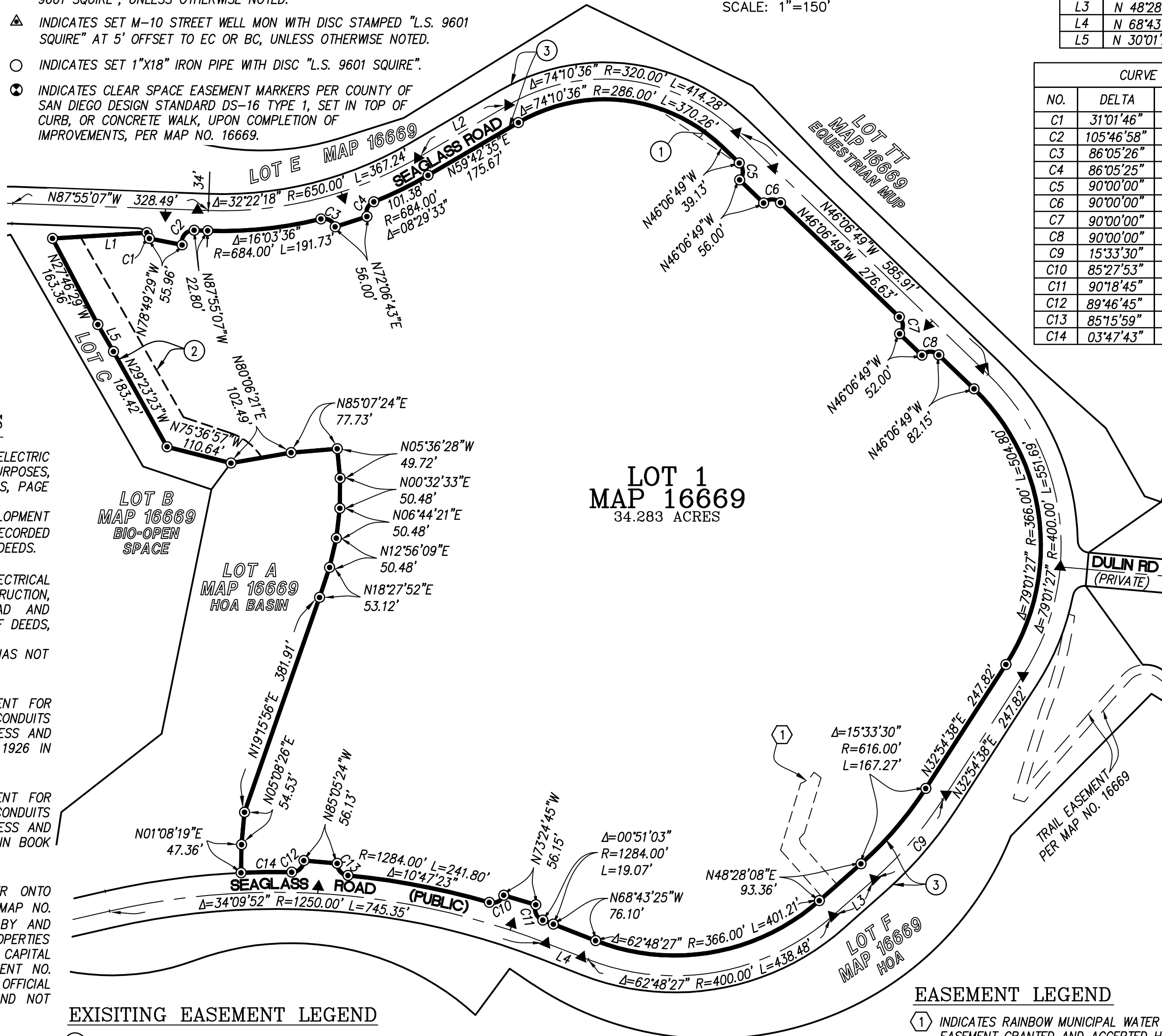
PROCEDURE OF SURVEY

FOR COMPLETE PROCEDURE OF SURVEY, SEE SHEETS 4 THROUGH 10 OF COUNTY OF SAN DIEGO TRACT NO. 5615-1 MAP NO. 16669, RECORDED MARCH 5, 2026 AS FILE NO. 2026-7000099 OF OFFICIAL RECORDS.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N 86°29'48" E	158.72'
L2	N 59°42'35" E	175.67'
L3	N 48°28'08" E	93.36'
L4	N 68°43'25" W	76.10'
L5	N 30°01'23" W	52.40'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	31°01'46"	20.00'	10.83'
C2	105°46'58"	20.00'	36.93'
C3	86°05'26"	20.00'	30.05'
C4	86°05'25"	20.00'	30.05'
C5	90°00'00"	20.00'	31.42'
C6	90°00'00"	20.00'	31.42'
C7	90°00'00"	20.00'	31.42'
C8	90°00'00"	20.00'	31.42'
C9	15°33'30"	650.00'	176.50'
C10	85°27'53"	20.00'	29.83'
C11	90°18'45"	20.00'	31.52'
C12	89°46'45"	20.00'	31.34'
C13	85°15'59"	20.00'	29.76'
C14	03°47'43"	1284.00'	85.05'



EXISITING EASEMENT LEGEND

- ① INDICATES CLEAR SPACE EASEMENT TO THE COUNTY OF SAN DIEGO PER TRACT 5615-1, MAP NO. 16669
- ② INDICATES LIMITED BUILDING ZONE EASEMENT GRANTED TO THE COUNTY OF SAN DIEGO RECORDED OCTOBER 16, 2025 AS DOCUMENT NO. 2025-0290420 OF OFFICIAL RECORDS.
- ③ INDICATES SEAGLASS ROAD, PUBLIC RIGHT OF WAY DEDICATED AND ACCEPTED PER TRACT 5615-1, MAP NO. 16669

SDG&E INTENT TO QUITCLAIM NOTE

SDG&E INTENTS TO QUITCLAIM THE FOLLOWING RIGHT-OF-WAY EASEMENTS PER LETTER OF INTENT BY JULIE BLACKMAN (LAND MANAGEMENT REPRESENTATIVE FOR SAN DIEGO GAS AND ELECTRIC) ON OCTOBER 6, 2023:

- RW# 3545 - RECORDED FEBRUARY 8, 1926 AS BOOK 1162 PAGE 255 OF OFFICIAL RECORDS.
- RW# 16367 - RECORDED MAY 16, 1945 AS BOOK 1874 PAGE 141 OF OFFICIAL RECORDS.

EASEMENT LEGEND

- ① INDICATES RAINBOW MUNICIPAL WATER DISTRICT EASEMENT GRANTED AND ACCEPTED HEREON.

STREET DEDICATION LEGEND

- ② INDICATES PALM COURT, LIGHTHOUSE LANE, STARFISH LANE, HARBOR COURT, AND SANDBAR LANE DEDICATED FOR USE AS PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON. (SEE SHEETS 4-8)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN G.P.S. STATION NO. SDGPS-02 AND G.P.S. STATION SDGPS-03 PER RECORD OF SURVEY NO. 14310.

I.E. SOUTH 72°07'52" EAST

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. TO OBTAIN GRID LEVEL DISTANCES, MULTIPLY DISTANCES BY 0.999945196. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. USED AN AVERAGE SITE ELEVATION OF 300' TO DETERMINE COMBINED SCALE FACTOR. QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

MONUMENTATION NOTES

UNLESS OTHERWISE SHOWN ON THIS MAP: THE PROJECT BOUNDARY CORNERS ARE MONUMENTED BY A 2" IRON PIPE WITH BRASS DISC STAMPED "LS 9601 SQUIRE" PER SAN DIEGO COUNTY TRACT NO. 5615-1, MAP NO. 16669. SAID EXISTING 2" IRON PIPE BOUNDARY MONUMENTS ALONG DEDICATED STREET RIGHT-OF-WAY SEAGLASS ROAD MAY SUBSEQUENTLY BE DESTROYED DURING STREET IMPROVEMENTS. IF SAID MONUMENTS ARE DESTROYED THEY WILL BE RESET WITH A LEAD AND DISC "LS 9601 SQUIRE" ALONG THE PROLONGATION OF THE BOUNDARY LINE, OR RADIAL TO POINT OF CURVE, AT AN OFFSET OF 15.75', UNLESS OTHERWISE NOTED.

LOT CORNERS AND THE BEGINNING AND ENDING OF CURVES ALONG THE SIDELINES OF DEDICATED STREET RIGHTS-OF-WAY WILL BE MONUMENTED ALONG THE PROLONGATION OF THE LOT LINE, OR RADIAL TO POINT OF CURVE, AT AN OFFSET AS SHOWN BELOW.

- PALM COURT: 9.75' OFFSET
- LIGHTHOUSE LANE: 9.75' OFFSET
- STARFISH LANE: 9.75' OFFSET
- SANDBAR LANE: 9.75' OFFSET
- HARBOR COURT: 9.75' OFFSET
- SEAGLASS ROAD: 15.75' OFFSET

INTERIOR LOT CORNERS WILL BE MONUMENTED AT ACTUAL LOCATION. IF INTERIOR LOT CORNER IS MONUMENTED AT AN OFFSET, A CERTIFICATE OF CORRECTION, NOTING SAID OFFSET LOCATION, WILL BE FILED AND RECORDED UPON COMPLETION OF ALL MONUMENTATION. IF SETTING A MONUMENT IS INFEASIBLE OR IMPRACTICAL, NO MONUMENT WILL BE SET, AND NOTED ON SAID CERTIFICATE OF CORRECTION.

MONUMENT TYPE, EITHER ACTUAL OR OFFSET WILL BE AS FOLLOWS:

- A. IF MONUMENT LOCATION FALLS WITHIN CONCRETE OR BLOCK WALL: WILL SET LEAD & BRASS DISC STAMPED "LS 9601 SQUIRE"
- B. IF MONUMENT LOCATION FALLS WITHIN DIRT/LANDSCAPE OR ASPHALT PAVEMENT: WILL SET 1"x18" IRON PIPE WITH BRASS DISC STAMPED "LS 9601 SQUIRE"

CENTERLINES OF PUBLIC STREETS DEDICATED HEREON WILL BE MONUMENTED WITH A STANDARD STREET SURVEY MONUMENT (M-10) AT BEGINNING OF CURVE, END OF CURVE, ANGLE POINTS AND INTERSECTIONS. IF M-10 IS SET AT AN OFFSET, IT WILL BE SET AT A 5.00' OFFSET ALONG THE TANGENT LINE OF SAID CENTERLINE.

PARK LAND STATEMENT

LOTS ZZ AND AAA ARE "PRIVATE PARK LOT" WITH EASEMENT FOR PARK AND RECREATIONAL PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO, AND TO BE MAINTAINED BY H.O.A.

H.O.A. STATEMENT

LOTS YY, WW AND XX ARE DESIGNATED AS H.O.A. LOTS AND WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

NOTES

- 1) THE BEGINNING AND ENDING NUMBERED LOT NUMBERS ARE 1 AND 144
- 2) THE BEGINNING AND ENDING LETTERED LOTS ARE 'WW' AND 'AAA'
- THE TOTAL NUMBER OF LOTS IS 149
- RESIDENTIAL LOTS: 144 (LOTS 1-144)
- HOA OPEN SPACE: 3 (LOTS WW, XX, YY)
- HOA PRIVATE PARK LOT: 2 (LOTS ZZ AND AAA)
- 3) THE TOTAL GROSS AREA IS: 34.283 ACRES
- 4) ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DECIMAL PLACES REPRESENT THAT DISTANCE TO ZERO HUNDREDTHS.
- 5) ALL CURVES ARE TANGENT UNLESS NOTED WITH A RADIAL BEARING.

NOTE
SEE SHEET 3 FOR EASEMENT LEGENDS

SHEET 5

SHEET 8

LOT E
MAP 16669

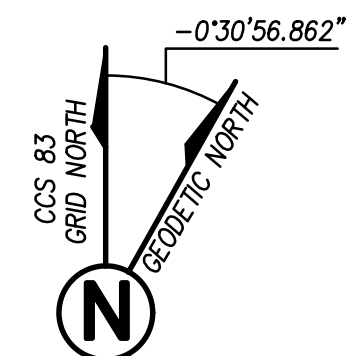
LOT TT
EQUESTRIAN MAP
MAP 16669

LOT B
MAP 16669
BIO-OPEN
SPACE

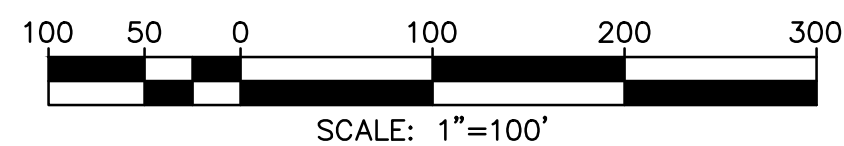
LOT A
MAP 16669
HOA BASIN

LOT F
MAP 16669
HOA

(PRIVATE)
DULIN ROAD
LOT VV



CONVERGENCE ANGLE AT
PDC STATION 998
NAVD 88: ELEV=520.75'



SHEET 6

SHEET 7

NOTE

SEE SHEET 3 FOR MONUMENTATION LEGEND
AND NON-PLOTTABLE EASEMENT LEGEND

EXISTING EASEMENT LEGEND

- ② INDICATES LIMITED BUILDING ZONE EASEMENT PER DOC. NO. 2025-0290420
REC. OCTOBER 16, 2025.
- ③ INDICATES SEAGLASS ROAD, PUBLIC RIGHT OF WAY DEDICATED AND
ACCEPTED PER TRACT 5615-1, MAP NO. 16669

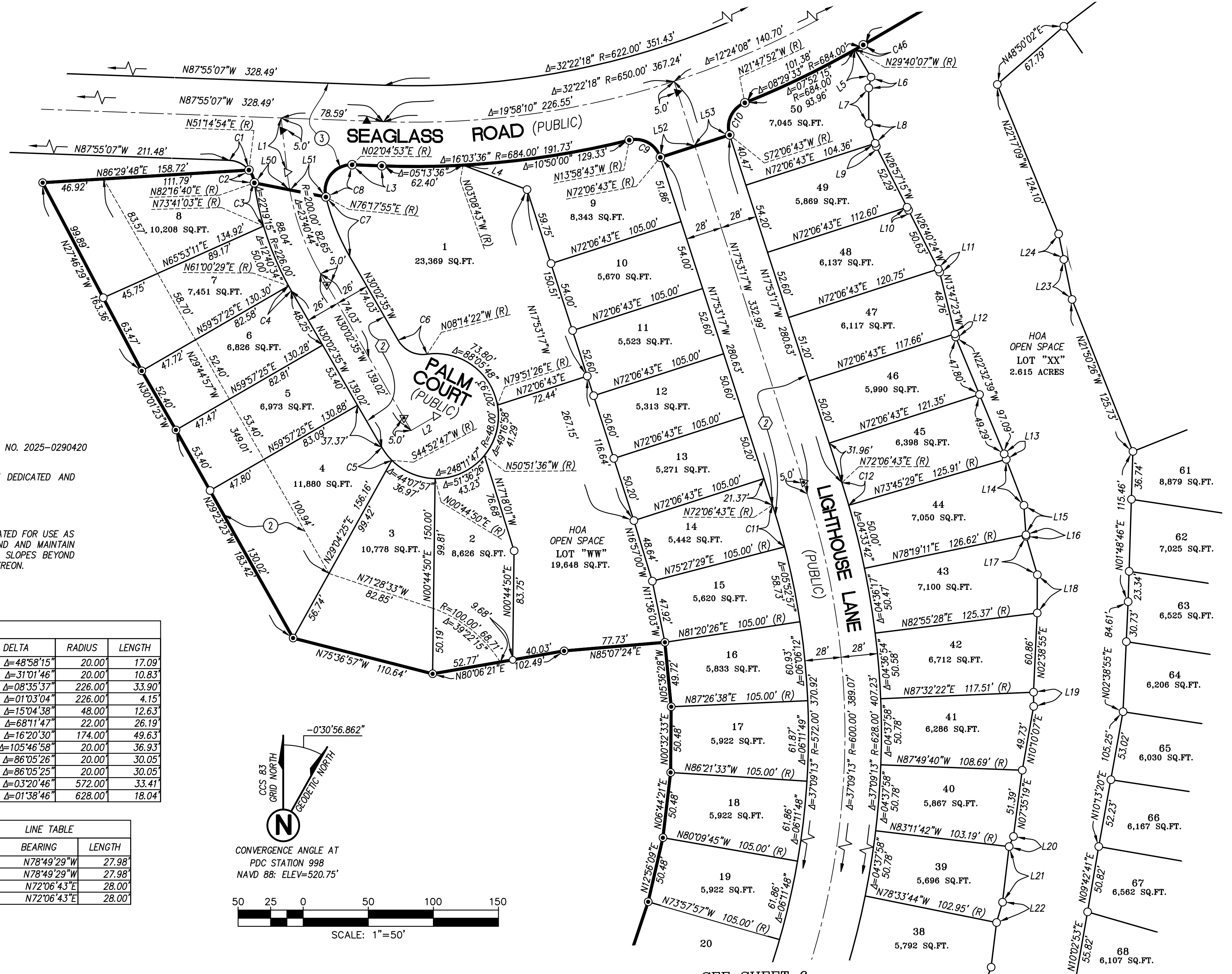
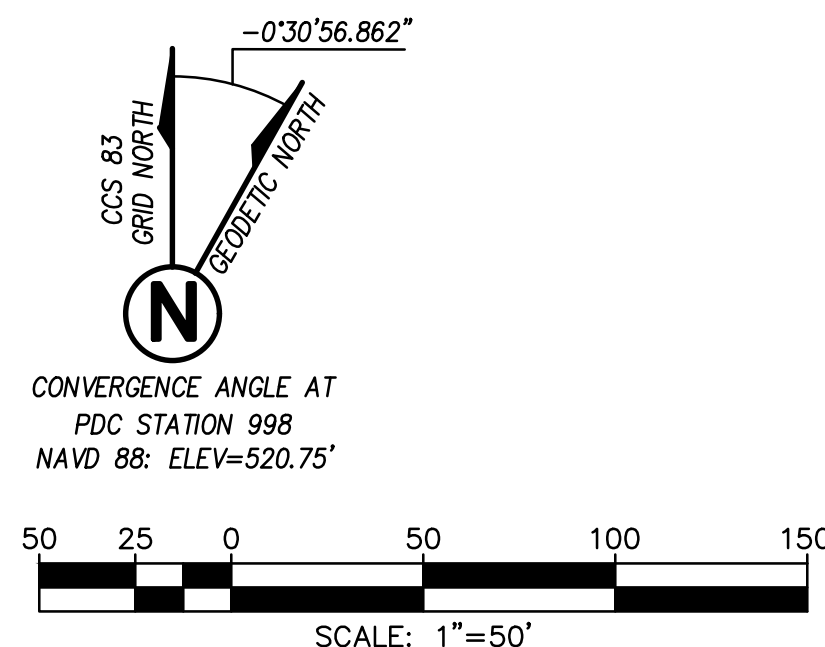
STREET DEDICATION LEGEND

- ② INDICATES PALM COURT AND LIGHTHOUSE LANE DEDICATED FOR USE AS
PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN
DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND
THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N06°21'51"W	41.94'
L2	N59°57'25"W	22.00'
L3	N87°55'07"E	22.80'
L4	N69°106'50"W	52.67'
L5	N30°17'49"W	24.48'
L6	N11°58'54"E	8.43'
L7	N00°06'32"W	27.33'
L8	N17°53'17"W	16.00'
L9	N17°53'17"W	2.56'
L10	N26°57'15"W	2.59'
L11	N26°40'24"W	2.59'
L12	N13°47'23"W	2.57'
L13	N21°00'28"W	4.49'
L14	N21°00'28"W	37.86'
L15	N04°02'08"W	22.80'
L16	N04°02'08"W	1.04'
L17	N16°24'31"W	30.77'
L18	N00°15'38"E	29.42'
L19	N00°36'54"W	10.98'
L20	N23°13'11"E	8.46'
L21	N06°46'44"E	42.97'
L22	N16°09'04"E	16.29'
L23	N11°35'19"E	31.40'
L24	N11°35'19"E	19.98'
L25	N06°57'41"E	34.58'

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=48°58'15"	20.00'	17.09'
C2	Δ=31°01'46"	20.00'	10.83'
C3	Δ=08°35'37"	226.00'	33.90'
C4	Δ=01°03'04"	226.00'	4.15'
C5	Δ=15°04'38"	48.00'	12.63'
C6	Δ=68°11'47"	22.00'	26.19'
C7	Δ=16°20'30"	174.00'	49.63'
C8	Δ=105°46'58"	20.00'	36.93'
C9	Δ=86°05'26"	20.00'	30.05'
C10	Δ=86°05'25"	20.00'	30.05'
C11	Δ=03°20'46"	572.00'	33.41'
C12	Δ=01°38'46"	628.00'	18.04'

LINE TABLE		
NO.	BEARING	LENGTH
L50	N78°49'29"W	27.98'
L51	N78°49'29"W	27.98'
L52	N72°06'43"E	28.00'
L53	N72°06'43"E	28.00'



SEE SHEET 6

SEE SHEET 8



LINE TABLE		
NO.	BEARING	LENGTH
L22	N16°09'04"E	16.29
L25	N06°57'41"E	34.58
L26	N19°59'15"E	25.17
L27	N14°33'32"E	26.40
L28	N18°26'24"E	30.72
L29	N13°57'37"E	25.55
L30	N19°05'08"E	26.96
L31	N13°33'08"E	29.57
L32	N21°37'57"E	23.20
L33	N14°42'10"E	35.70
L34	N22°03'10"E	17.23
L35	N13°25'58"E	42.03
L36	N25°58'50"E	10.87
L37	N17°38'42"E	25.77
L38	N20°44'17"E	56.18
L39	N20°44'17"E	52.11
L40	N56°10'48"W	6.19
L41	N37°17'59"E	27.53
L42	N46°12'27"E	39.75
L43	N16°26'38"E	9.11
L44	N13°27'36"E	2.20
L45	N25°31'07"E	8.43
L46	N04°42'23"E	9.20
L47	N16°02'36"E	14.40
L48	N04°05'51"E	21.92
L49	N13°58'41"E	33.98
L54	N85°05'24"W	28.06
L55	N85°05'24"W	28.06
L56	N73°24'45"W	28.07
L57	N73°24'45"W	28.07
L60	N51°25'14"W	14.88

SEE SHEET 5

SEE SHEET 7

2 INDICATES LIGHTHOUSE LANE, STARFISH LANE, AND SANDBAR LANE DEDICATED FOR USE AS PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON.

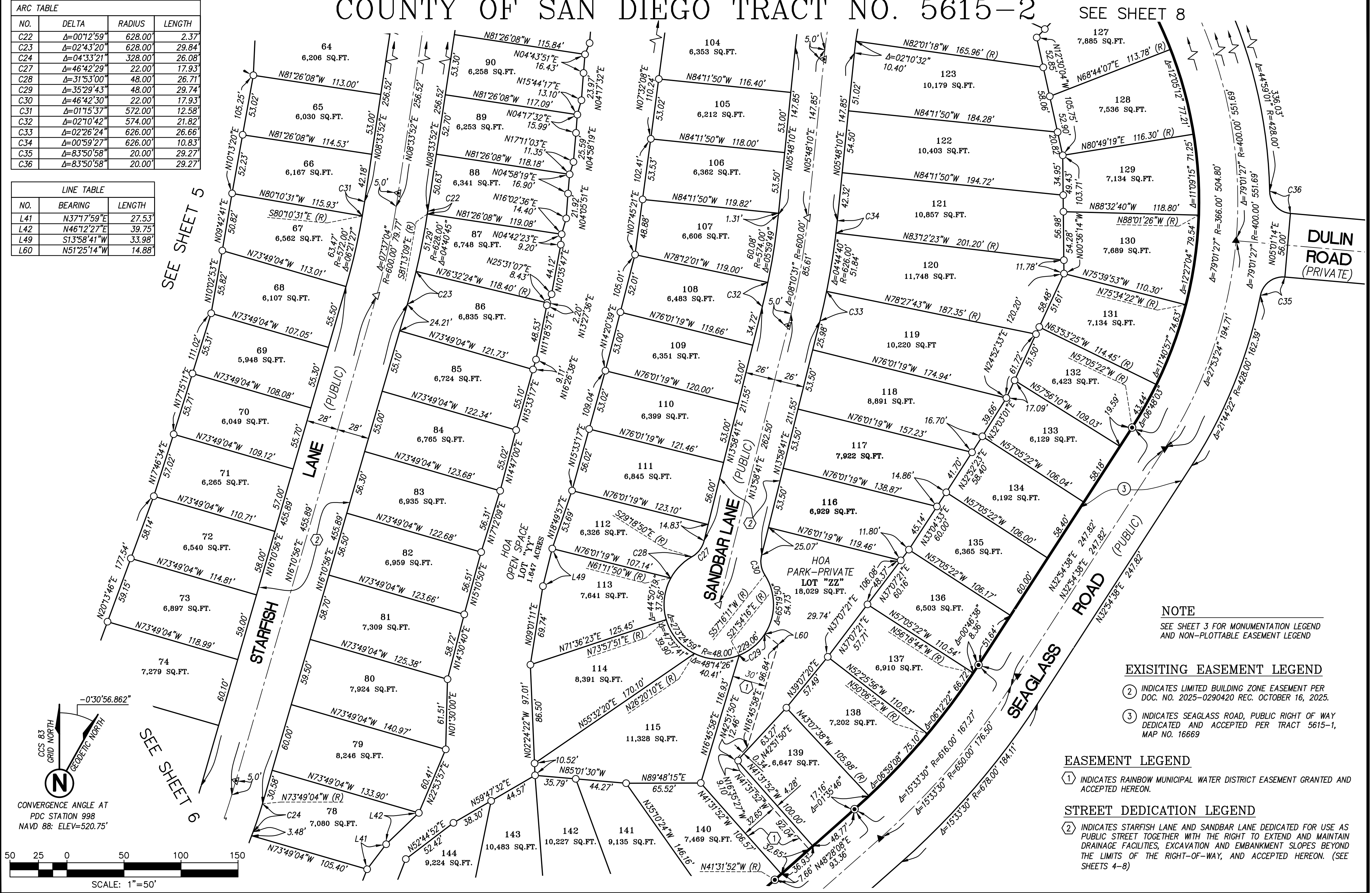
SEE SHEET 3 FOR MONUMENTATION LEGEND
AND NON-PLOTTABLE EASEMENT LEGEND

COUNTY OF SAN DIEGO TRACT NO. 5615-2

SEE SHEET 8

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C22	Δ=00°12'59"	628.00'	2.37'
C23	Δ=02°43'20"	628.00'	29.84'
C24	Δ=04°33'21"	328.00'	26.08'
C27	Δ=46°42'29"	22.00'	17.93'
C28	Δ=31°53'00"	48.00'	26.71'
C29	Δ=35°29'43"	48.00'	29.74'
C30	Δ=46°42'30"	22.00'	17.93'
C31	Δ=01°15'37"	572.00'	12.58'
C32	Δ=02°10'42"	574.00'	21.82'
C33	Δ=02°26'24"	626.00'	26.66'
C34	Δ=00°59'27"	626.00'	10.83'
C35	Δ=83°50'58"	20.00'	29.27'
C36	Δ=83°50'58"	20.00'	29.27'

LINE TABLE		
NO.	BEARING	LENGTH
L41	N37°17'59"E	27.53'
L42	N46°12'27"E	39.75'
L49	S13°58'41"W	33.98'
L60	N51°25'14"W	14.88'



NOTE
SEE SHEET 3 FOR MONUMENTATION LEGEND
AND NON-PLOTTABLE EASEMENT LEGEND

EXISTING EASEMENT LEGEND

- ② INDICATES LIMITED BUILDING ZONE EASEMENT PER DOC. NO. 2025-0290420 REC. OCTOBER 16, 2025.
- ③ INDICATES SEAGLASS ROAD, PUBLIC RIGHT OF WAY DEDICATED AND ACCEPTED PER TRACT 5615-1, MAP NO. 16669

EASEMENT LEGEND

- ① INDICATES RAINBOW MUNICIPAL WATER DISTRICT EASEMENT GRANTED AND ACCEPTED HEREON.

STREET DEDICATION LEGEND

- ② INDICATES STARFISH LANE AND SANDBAR LANE DEDICATED FOR USE AS PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON. (SEE SHEETS 4-8)

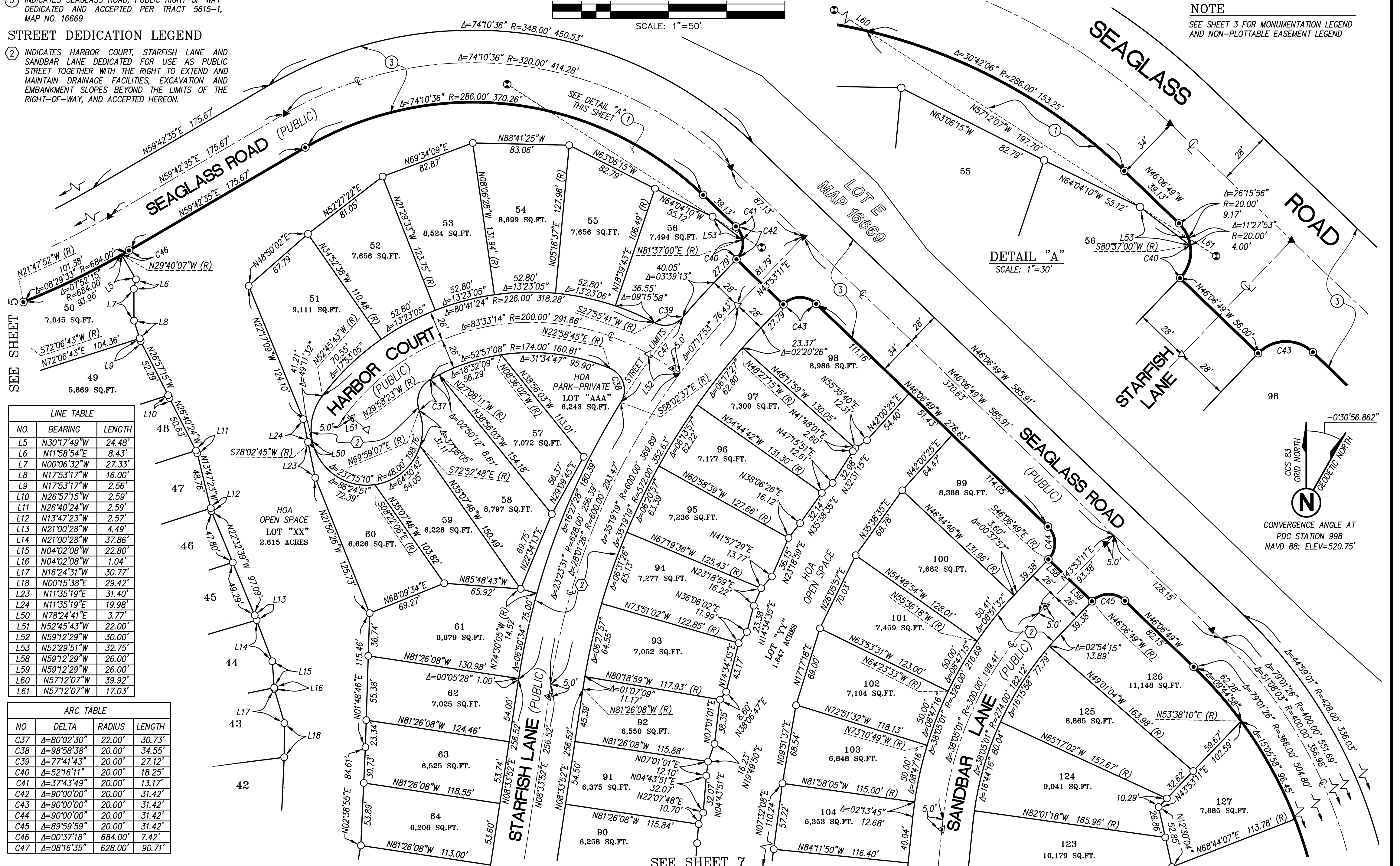
COUNTY OF SAN DIEGO TRACT NO. 5615-2

EXISTING EASEMENT LEGEND

- ① INDICATES CLEAR SPACE EASEMENT TO THE COUNTY OF SAN DIEGO PER TRACT 5615-1, MAP NO 16669
- ③ INDICATES SEAGLASS ROAD, PUBLIC RIGHT OF WAY DEDICATED AND ACCEPTED PER TRACT 5615-1, MAP NO. 16669

STREET DEDICATION LEGEND

- ② INDICATES HARBOR COURT, STARFISH LANE AND SANDBAR LANE DEDICATED FOR USE AS PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON.



COUNTY OF SAN DIEGO TRACT NO. 5615-2
NON-TITLE SHEET

LEGEND

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

NOTE 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.

INDICATES FUEL MODIFICATION ZONE PER TENTATIVE MAP 5615

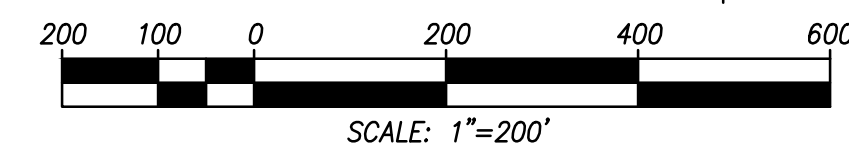
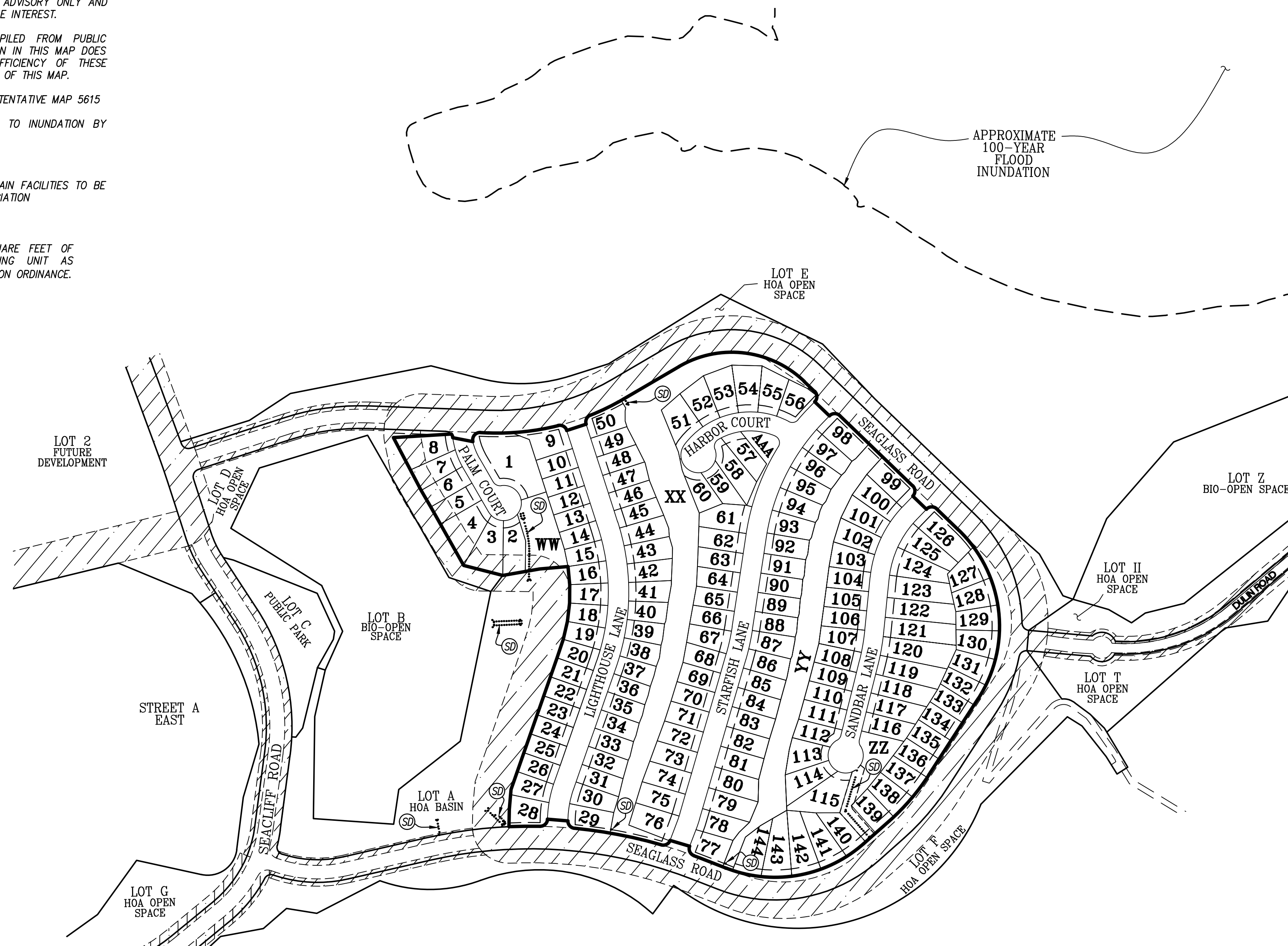
INDICATES APPROXIMATE AREA SUBJECT TO INUNDATION BY THE 100-YEAR FLOOD

INDICATES BUILDING SETBACK LINE

INDICATES PROPOSED PRIVATE STORM DRAIN FACILITIES TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION

SOLAR NOTE

THIS SUBDIVISION HAS A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH PROPOSED DWELLING UNIT AS REQUIRED BY SECTION 81.401(m) OF THE SUBDIVISION ORDINANCE.



Attachment B

Joint Agreement to Improve Major Subdivision (Public Improvements)

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5615-2**

(PDS2025-LDMJIP-50111, PA-1)
(Single District)

This Joint Agreement ("Agreement") is made and entered into this 19 day of MAY, 2026, between the County of San Diego, State of California ("County"), the Rainbow Municipal Water District ("District") KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership ("Current Owner"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner")

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5615-2, ("Final Map") for the Board's approval and for recording; and

WHEREAS, on October 16, 2025, Current Owner and Owner entered into an agreement to codify the development of said Subdivision of County of San Diego Tract No. 5615-2; and

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

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

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

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

(a) Owner shall convey to District easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal

description and an 8½" X 14" plat of easement for approval by District. The plat shall be a reproducible transparency with the appropriate District's title block and fully locate and describe the easement. The standard easement processing fee and costs of a policy of title insurance insuring title to the easement in the District shall be paid by Owner.

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

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

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

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

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

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

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

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

4. (☐) If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is subject to the following:

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

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

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

0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the mulch to hold it in place and cutting from small leaf ice plants, or approved equivalent ground cover, shall be planted with spacing approved by Director prior to October 15.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director not later than May 15 following the planting of the slopes.

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

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

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

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

5. Incomplete Offsite Street and Utility Improvements.

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

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

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

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

Improvements of the Streets and/or Easements	\$ 6,261,900.00
Improvements of the Sewer Facilities	\$ 876,600.00
Improvements of the Water Facilities	\$ 1,782,300.00
Setting of Monuments	\$ 104,000.00
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 9,024,800.00

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

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

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

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

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

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

- (a) the date of issuance of any building permit except building permits for model houses;
- (b) the date all subdivision improvements are completed and accepted by County;
- (c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;
- (d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

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

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

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

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

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

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

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

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

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the District and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

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

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

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

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

Work and Improvements	\$ 9,024,800.00
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 9,024,800.00

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

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

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

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

(b) Release of Security

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

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

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

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

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

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

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

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

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

ELEVENTH: CHANGES. Upon consent by Owner, County or District may make changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the First Paragraph that do not exceed ten percent (10%) of the original estimated cost of the work and improvements and that Director or District determines to be necessary and desirable for the proper

completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

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

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

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

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

SIXTEENTH: CURRENT OWNER'S CONSENT TO IMPROVEMENTS. Current Owner consents to the construction, maintenance and operation of the improvements required by this Improvement Agreement and to any other activities on the Project reasonably necessary for Owner to fulfill its obligations under the Improvement Agreement upon those portions of the project owned by Current Owner, as described or depicted on Exhibit B (the "Property"). The provisions of this section shall be binding on all subsequent owners of the Property and shall be covenants running with the land in accordance with California Civil Code Section 1468. This covenant shall terminate upon the County's written acceptance of all improvements required to be installed on the Property (or applicable portion thereof) pursuant to the Improvement Agreement. In such event, the applicable portion Property (or interest therein) shall be deemed automatically released from this covenant without signing or recording any instrument of release; provided, however, that upon request, the County shall sign and consents to the recordation of a release with respect to any such portion of the Property (or interest therein) released pursuant to the foregoing provisions.

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

COUNTY OF SAN DIEGO

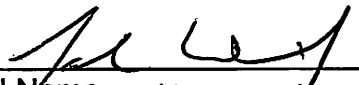
APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: 
Clerk, Board of Supervisors

By: 
SUPERVISING DEPUTY

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>5/19/16</u>	Minute Order No. <u>8</u>
By: <u></u>	Date: <u>5/19/16</u>
Deputy Clerk of the Board Supervisors	

RAINBOW MUNICIPAL WATER DISTRICT

By: 
Printed Name JAKE WILEY
Printed Title GENERAL MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Diego)On April 28, 2026 before me, Terese Quintanar, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Jake Wiley
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Terese Quintanar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

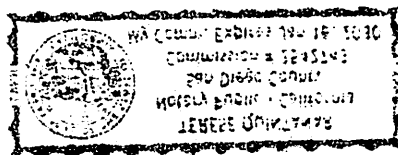
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

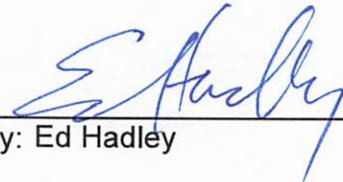
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



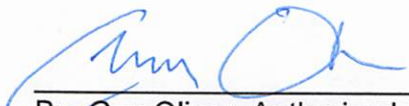
Current Owner

KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership


By: Ed Hadley, Authorized Signatory

Owner

TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

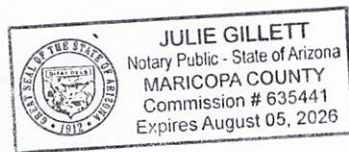
Notes: (1) Signatures must be acknowledged; and,
(2) Appropriate security must be attached.

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Hadley of **Kennedy Lewis Capital Partners Master Fund IV-C LP**, personally appeared before me this day and acknowledged that due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal the 21st day of April, 2026.



Julie Gillett

Notary Public

My Commission Expires: 08/05/2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On April 23rd, 2020 before me, Marlise Marae Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

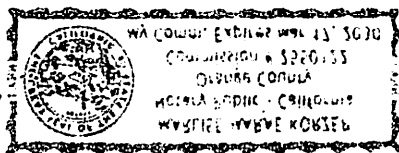
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



WA COMMISSIONER OF THE
COMMISSIONER OF THE
OFFICE OF THE
ATTORNEY GENERAL
WASHINGTON, D.C.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

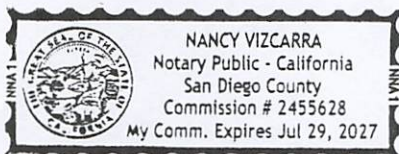
State of California

County of San Diego

On 5/19/2026 before me, Nancy Vizcarra, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document Joint Agreement to improve major

Title or Type of Document: subdivision, Tract no. 5615-2

Document Date: 5/19/26 Number of Pages: 17

Signer(s) Other Than Named Above: yes

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

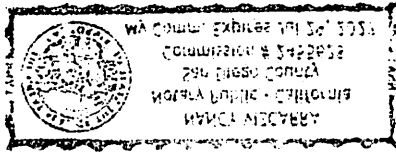
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Attachment C

Joint Agreement to Improve Major Subdivision

(Private Road: Off-site 395 Intersection)

**AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5615-2**

(PDS2025-LDPIIP-60170 offsite 395 intersection)

This Agreement, made and entered into this 19 day of MAY, 2026, between the County of San Diego, State of California ("County") and KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership ("Current Owner"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner")

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5615-2 ("Final Map") for the Board's approval and for recording; and,

WHEREAS, on October 16, 2025, Current Owner and Owner entered into an agreement to codify the development of said Subdivision of County of San Diego Tract No. 5615-2; and

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

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

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

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

(a) Notice of Setting. Pursuant to Section 66497 of the Subdivision Map Act, within five days after the final setting of all monuments has been completed, the engineer or

surveyor shall give written notice to Owner and the Director of Public Works ("Director") that final monuments have been set.

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

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

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

3. () If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is required subject to the following:

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

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

(c) As soon as grading is completed, but not later than October 1, the entire area not to be paved immediately will be treated with two to four tons per acre straw mulch, 50 lbs. per acre annual rye grass seed or equivalent as determined by the Director at the time of planting, and 100 lbs. per acre actual nitrogen and phosphate (ammonia phosphate 16-20-0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the mulch to hold it in place and cuttings from small leaf ice plants, or approved equivalent ground cover, shall be planted with spacing approved by the Director prior to October 15.

(d) An irrigation system shall be installed in accordance with the County's standard drawings for irrigation systems and approved by the Director not later than May 15 following the planting of the slopes.

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

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

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

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

4. Incomplete Offsite Street and Utility Improvements.

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

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

SECOND: INSPECTION, ACCEPTANCE AND COST ESTIMATE. Owner agrees that the work and improvements required in the first Paragraph above shall be done subject to inspection by and to the satisfaction of the Director, and the improvements shall not be deemed completed until approved and accepted as completed by the Board. The estimated costs of the work and improvements specified in the First Paragraph are itemized as follows:

Improvements of the Streets and/or Easements	\$ 1,755,800.00
Improvements of the Water Facilities	\$ 117,600.00
Setting of Monuments	\$ N/A

Erosion Control Work, if any

\$ N/A

Total Estimated Amount

\$ 1,873,400.00

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

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

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

If fees alone are to be paid, or fees are to be paid in combination with the dedication of land, pursuant to Section 810.107 (a) and (c) of the San Diego County Code, Owner agrees to pay the full amount specified above prior to the issuance of any building permit or prior to the date upon which all subdivision improvements are to be completed, whichever occurs first. Owner further agrees to secure the obligation to pay the amount required by this Paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FOURTH: DRAINAGE FEES. () If the preceding blank is checked, drainage fees are required for this project. Government Code Section 66483 and Section 810.208 of the San Diego County Code require the payment of drainage fees. Owner agrees to pay drainage fees to the County in the amount of \$ N/A in satisfaction of these requirements.

Owner agrees to pay the full amount specified prior to approval of the Final Map if a reimbursement agreement exists for the Local Drainage Area. If no reimbursement agreement exists, Owner agrees to pay the fees prior to the earliest of the following:

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

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

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

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

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

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

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

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

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

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

EIGHTH: OWNER'S DUTY TO PROTECT PUBLIC. Owner further agrees that, at all times from the acceptance by the Board of the streets and/or easements offered for

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

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

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;
3. An instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the obligations of this Agreement are on deposit and guaranteed for payment;
4. An irrevocable standby letter of credit from one or more financial institutions subject to regulation by the state or federal government.

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

1. **Security for Faithful Performance.** Security given for the faithful performance of all acts and improvements required by this Agreement in amounts not less than one hundred percent (100%) of the total estimated costs of the improvements or of the acts to be performed, which amounts with the acts or improvements to which they apply are more specifically described as follows:

Work and Improvements	\$ 1,873,400.00
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument

Total Estimated Amount

\$ 1,873,400.00

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

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

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

(c) Release of Security for Performance of Acts Not Involving Work and Improvements. Owner is entitled to a release of one hundred percent (100%) of the security posted for performance of acts or contractual obligations which do not involve the performance of the work and improvements specified in the First Paragraph upon completion of such acts and/or contractual obligations.

(d) Owner's Failure of Performance. In the event that the acts, improvements, or contractual obligations specified herein are not completed within the time and upon the terms and conditions of this Agreement, the Director may pursue any or all of the following remedies:

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

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

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

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

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

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

The Director shall give Owner notice of the existence of such defects with reasonable promptness. Owner shall notify the Director upon completion of repairs. Should Owner fail to comply with the County's request for repairs within one (1) week of receiving the Director's written notification, the County is authorized to have the defects repaired and made good at the expense of Owner who hereby agrees to pay the cost for such work immediately upon demand. County's decision to repair defects in no way relieves Owner of the warranties given in this provision.

ELEVENTH: CHANGES. Upon mutual consent of Owner and Director, the Director may make such changes, alterations, or additions to the plans and specifications for the

work and improvements specified in the First Paragraph that do not exceed ten percent (10%) of the original estimated cost of the work and improvements and which the Director determines to be necessary and desirable for the proper completion of the improvements. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

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

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

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

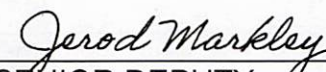
FIFTEENTH: GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located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

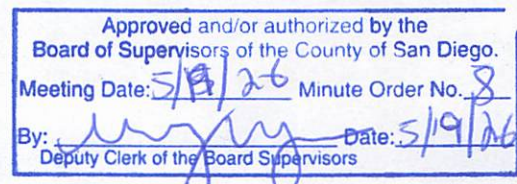
IN WITNESS WHEREOF the parties have caused this Agreement to be executed the date first above written.

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: 
Clerk, Board of Supervisors

By: 
SENIOR DEPUTY



Current Owner

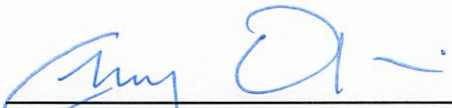
KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership



By: Nathan Holt, Authorized Signatory

Owner

TH OCEAN BREEZE RANCH LLC, a California limited liability company



By: Guy Oliver, Authorized Agent

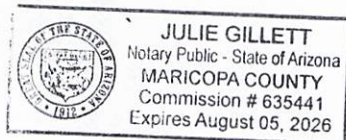
Notes: (1) Signatures must be acknowledged; and
(2) Appropriate security must be attached.

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that
Nathan Holt of **KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP**, personally
appeared before me this day and acknowledged that due execution of the foregoing instrument
on behalf of the limited liability company.

Witness my hand and seal the 20th day of April, 2026.



Julie Gillett

Notary Public

My Commission Expires: 08/05/2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On April 21st, 2020 before me, Marlise Marae Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

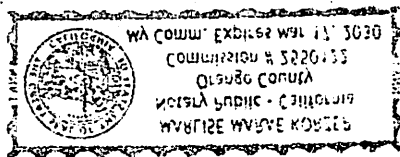
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



Handwritten signature

Handwritten signature

Handwritten text

Handwritten text

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of San Diego }

On 5/19/2026 before me, Nancy Vizcarra, Notary Public,
Date Here Insert Name and Title of the Officer

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

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



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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

TRACT no.
5615-2

Description of Attached Document

Title or Type of Document: Agreement to Improve Major Subdivision

Document Date: 5/19/26 Number of Pages: 13

Signer(s) Other Than Named Above: yes

Capacity(ies) Claimed by Signer(s)

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

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

Attachment D

Faithful Performance Bond

(Public Improvements)

**JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND**
(PDS2025-LDMJIP-50111, PA-1)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the Rainbow Municipal Water District ("District"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5615-2**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-2" ("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 PHILADELPHIA INDEMNITY INSURANCE COMPANY, organized and existing under the laws of the State of Pennsylvania, 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 **Nine Million Twenty Four Thousand Eight Hundred Dollars and No/100 (\$ 9,024,800.00)** 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. Security for the remaining five percent (5%) of the original surety bond shall continue in effect for one year following completion and acceptance of the required performance in order to secure the warranty.

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

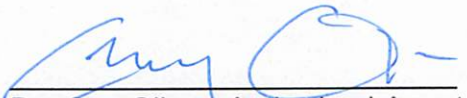
5. Surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Joint Agreement to Improve or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this surety bond, and it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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on April 15th, 2026.

Owner
TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

Surety name and address

PHILADELPHIA INDEMNITY INSURANCE COMPANY
283 S. Lake Ave., Suite 160
Pasadena, CA 91101


Attorney-in-Fact Jan Rivera

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Orange

On April 21st, 2026 before me, Marlise Mara Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 Marlise Mara Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

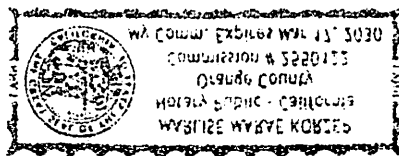
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



James M. Smith

John Smith

James M. Smith
James M. Smith

James M. Smith *James M. Smith* *James M. Smith*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 04-15-2026 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
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Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services**, Incits true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.



(Seal)

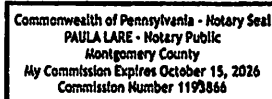
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Paula Lare

Notary Public:



residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



TO THE HONORABLE SECRETARY OF EDUCATION
DEPARTMENT OF EDUCATION
MANILA

FROM THE
SCHOOL DIVISION OFFICE
MANILA

SUBJECT: [Illegible]

RE: [Illegible]

DATE: [Illegible]

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Attachment E

Faithful Performance Bond

(Private Road: Offsite 395 Intersection)

IMPROVEMENT SECURITY AGREEMENT FAITHFUL PERFORMANCE BOND

(PDS2025-LDPIIP-60170 offsite 395 intersection)
Ocean Breeze Ranch W. Lilac & Old Hwy 395

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **COUNTY OF SAN DIEGO TRACT NO. 5615-2**, which said agreement, identified as "Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-2" ("Agreement to Improve") is hereby incorporated into this surety bond by reference; and

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

NOW THEREFORE, We, Owner, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, organized and existing under the laws of the State of Pennsylvania and authorized to act as surety in the State of California, and authorized to act as surety in the State of California, as surety, are held and firmly bound unto the County of San Diego ("County") in the penal sum **One Million Eight Hundred Seventy Three Thousand Four Hundred Dollars and No/100 (\$ 1,873,400.00)** 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 administrators, 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 Agreement to Improve and any alteration thereof made as therein 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, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect, subject to the following:

1. As the work required under the Agreement to Improve proceeds, Owner may submit written requests to the Director of Public Works of the County ("Director") for a reduction in the penal amount of this surety bond. If the Director is 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 may authorize the reduction, subject to the restrictions in the section entitled "Amounts of Security" of the Agreement to Improve.

When the Director approves a reduction in the surety bond, the Director shall notify Owner in writing of the acceptable amount of reduction. When substitute security in the reduced amount has been approved by the County Counsel as to form and legality and has been delivered by the Director to the Clerk of the Board of Supervisors, the Clerk is authorized to return the original security to the surety.

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

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

b. Pay such portion of the proceeds of the surety bond to County as the Director determines is necessary for County to complete the required performance and to reimburse County for reasonable costs incident thereto. Any proceeds of the surety bond remaining after the County's completion of performance and reimbursement of actual County costs shall be refunded to the surety.

3. In the event that the performance required under the Agreement to Improve is completed and accepted by the Board of Supervisors, pursuant to Section 81.408 of the San Diego County Code, Owner is entitled to a ninety-five percent (95%) reduction in the penal amount of the original surety bond. 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 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 in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

5. Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the 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 Agreement to Improve or to the work or to the specifications.

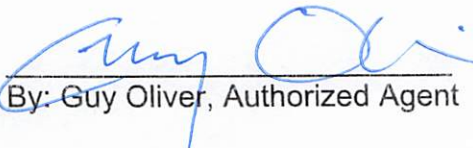
6. Surety hereby agrees to bind itself to, and to perform in strict accordance with, the provisions of the surety bond and the provisions of the Agreement to Improve which pertain to security and security obligations.

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

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on April 20th, 2026.

Owner

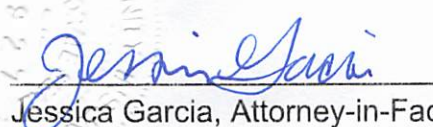
TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

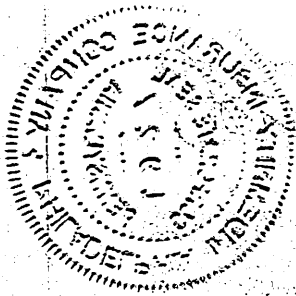
PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Surety Name and Address


Jessica Garcia, Attorney-in-Fact

Notes: (1) Acknowledgment of execution by Principals and surety must be attached.
(2) Bond must be attached to Agreement, plans and specifications.



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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Orange

On April 21st, 2020 before me, Marlise Marae Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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 Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

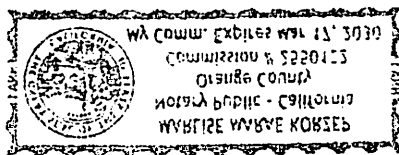
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On 4/20/2026 before me, Lisa Marie Saumur, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Jessica Garcia

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)

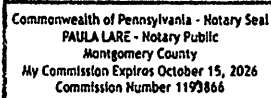


John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd

My commission expires:

October 15, 2026

I, Angelique Cooper, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April, 2026.



Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



1. The first of the three main points of the report is that the situation in the Philippines is generally stable and that the military forces are well equipped and trained.

2. The second point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

3. The third point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

4. The fourth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

5. The fifth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

6. The sixth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

7. The seventh point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

8. The eighth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

9. The ninth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

10. The tenth point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

11. The eleventh point is that the military forces are well equipped and trained, and that the situation in the Philippines is generally stable.

Attachment F

Labor and Material Bond

(Public Improvements)

**JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND**
(PDS2025-LDMJIP-50111, PA-1)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the Rainbow Municipal Water District ("District"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5615-2**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-2" ("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 PHILADELPHIA INDEMNITY INSURANCE COMPANY, organized and existing under the laws of the State of Pennsylvania and authorized to act as surety in the State of California, are held firmly bound unto the County, District, and all contractors, subcontractors, laborers, material men 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 Five Hundred Twelve Thousand Four Hundred Dollars and No/100 (\$ 4,512,400.00)**, 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 herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

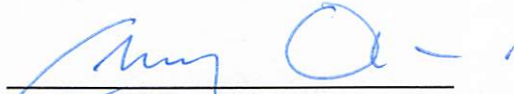
3. Surety hereby agrees to bind itself to, and to perform in strict accordance with, the provisions of this surety bond and the provisions of the Joint Agreement to Improve which pertain to security and security obligation.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, April 15, 2026.

Owner

TH OCEAN BREEZE RANCH LLC, a California limited liability company

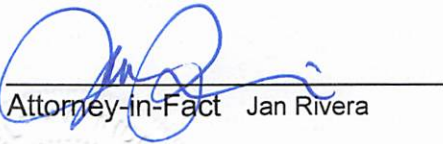


By: Guy Oliver, Authorized Agent

Surety name and address

PHILADELPHIA INDEMNITY INSURANCE COMPANY

283 S. Lake Ave., Suite 160
Pasadena, CA 91101



Attorney-in-Fact Jan Rivera

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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Orange

On April 21st, 2020 before me, Marlise Marae Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

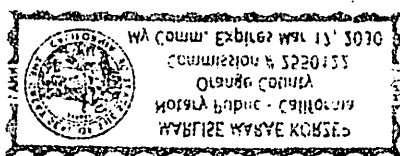
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Orange)

On 04-15-2026 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services**, Incits true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)



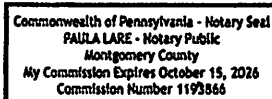
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Paula Lare

Notary Public:



residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attachment G

Labor and Material Bond

(Private Road: Off-site 395 Intersection)

**IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND**

(PDS2025-LDPIIP-60170 offsite 395 intersection)
Ocean Breeze Ranch W. Lilac & Old Hwy 395

WHEREAS, the Board of Supervisors of the County of San Diego, State of California and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **COUNTY OF SAN DIEGO TRACT NO. 5615-2**, which said agreement, identified as "Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-2" ("Agreement to Improve") is hereby incorporated into this surety bond by reference; and

WHEREAS, under the terms of the 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") to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW THEREFORE, Owner and the undersigned, as corporate surety, are held firmly bound unto the County and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the Agreement to Improve and referred to in the aforesaid Civil Code in the sum of **Nine Hundred Thirty Six Thousand Seven Hundred Dollars and No/100 (\$936,700.00)**, 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 in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as 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 persons, 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, 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 and the Contractor shall first be obtained. The Director of Public Works shall furnish written consent upon certification from the title company that there are no claims of liens or suits filed to enforce a claim of lien of record.

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

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 Agreement to Improve which pertain to security and security obligation.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on April 20th, 2026.

Owner

TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On April 21st, 2020 before me, Marlise Marae Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

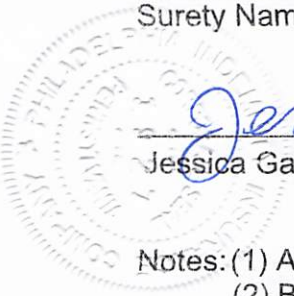
☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

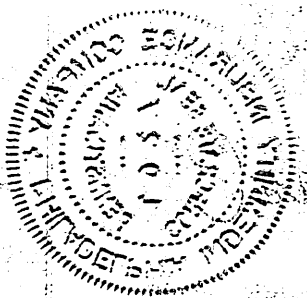
PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Surety Name and Address


Jessica Garcia
Jessica Garcia, Attorney-in-Fact

Notes: (1) Acknowledgment of execution by Principals and Surety must be attached; and
(2) Bonds must be attached to Agreement, plans and specifications.



[Handwritten signature]

Министр

М. А. А. А.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On 4/26/2026 before me, Lisa Marie Saumur, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Jessica Garcia

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

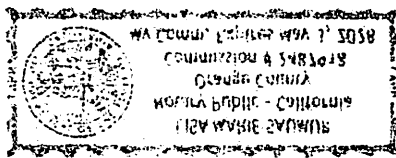
☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services**, Incits true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)



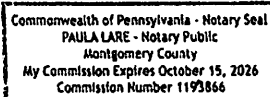
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Paula Lare



residing at:

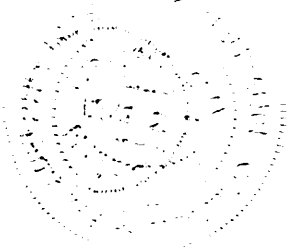
Bala Cynwyd

My commission expires:

October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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Attachment H

Director Approval



County of San Diego, Planning & Development Services

May 19, 2026

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5615-2:

APPROVAL OF FINAL MAP, ACCEPTANCE OF RELATED EASEMENTS AND APPROVAL OF AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS FOR OCEAN BREEZE RANCH TENTATIVE MAP NO. 5615-2 LOCATED IN THE BONSALL AND FALLBROOK COMMUNITY PLAN AREA (DISTRICT: 5)

OVERVIEW: This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5615-2; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision for public and private improvements. Ocean Breeze Tentative Map No. 5615TER consists of a total of 149 lots which includes 144 residential lots, three (3) HOA Open Space, 2 (two) HOA Private Lots on 34.283 acres total. The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County (Attachment A).

RECOMMENDATION(S)

DEPUTY DIRECTOR, PLANNING & DEVELOPMENT SERVICES (PDS)

1. Find that the approval of the Final Map (Attachment A), the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) (Attachment B) and associated actions for County of San Diego (County) Tract No. 5615-2 is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the CEQA Guidelines because the proposed request is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA review was completed in connection with the approval of each of the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval. Therefore, the request will not result in a direct or reasonably foreseeable indirect physical change in the environment.
2. Approve the Final Map for County Tract No. 5615-2.
3. Accept, on behalf of the public, Palm Court, Lighthouse Lane, Starfish Lane, Harbor Court, and Sandbar Lane for use as public streets together with the right to extend and maintain drainage facilities, excavate and embankment slopes beyond the limits of said right of way, as shown on the Final Map.

4. Accept, on behalf of the County, a perpetual easement for Park and Recreational purposes over that area shown as "Private Park Lot" over all of Lots ZZ and AAA, as dedicated on the map.
 5. Approve and authorize the Clerk of the Board of Supervisors (Clerk) to execute both the Joint Agreement for Improvements, which includes street improvements, drainage facilities, water facilities, sewer facilities, and final monumentation.
 6. Authorize the Clerk to forward the Final Map to the County Recorder for recordation.
-

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

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



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 19, 2026

To: Board of Supervisors Communications Received

NOTIFICATION OF REVIEW AND APPROVAL OF FINAL MAP APPLICATION

County of San Diego Tract No. 5615-3

The Director of Planning & Development Services is reviewing a Final Map application for approval. The Final Map, County Tract No. 5615-3, is in the Bonsall and Fallbrook Community Plan Area.

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

PROJECT DESCRIPTION

This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5615-3; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) for public improvements.

County of San Diego Tract No. 5615-3, also known as Ocean Breeze Ranch Tentative Map, consists of a total of 241 lots, which includes 235 residential lots, three (3) HOA Open Space lots, two (2) HOA private park lots (Lots BBB and GGG), and one (1) HOA lift station lot (Lot DDD) on 48.592 acres. The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County (Attachment A). The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County.

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

Attachment A

Final Map

COUNTY OF SAN DIEGO TRACT NO. 5615-3

BEING A SUBDIVISION OF LOT 2 OF COUNTY OF SAN DIEGO TRACT NO. 5615-1, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 16669, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MARCH 5, 2026 AS FILE NO. 2026-7000099, OF OFFICIAL RECORDS.

SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY, ORDER NO. NHSC-7380822 (MK)

OWNER'S STATEMENT

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 SEA MIST LANE, TIDE LANE, PELICAN DRIVE, CORAL COURT, OCEAN PLACE, SHORE LANE, TURTLE DRIVE AND PEARL COURT, FOR USE AS PUBLIC STREETS TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF SAID RIGHT-OF-WAY, ALL AS SHOWN ON SAID MAP.

WE HEREBY GRANT TO THE COUNTY OF SAN DIEGO A PERPETUAL EASEMENT FOR PARK AND RECREATIONAL PURPOSES OVER THAT AREA SHOWN AS "PRIVATE PARK LOT" OVER ALL OF LOTS BBB AND GGG OF THIS MAP.

THIS EASEMENT PROHIBITS ALL OF THE FOLLOWING ON ANY PORTION OF THE LAND SUBJECT TO SAID EASEMENT: ERECTION OR PLACEMENT OF ANY BUILDING OR STRUCTURE [NOT RELATED TO PARK AND RECREATIONAL PURPOSES], TRASH DUMPING, OR USE FOR ANY PURPOSE OTHER THAN FOR PARK AND RECREATIONAL PURPOSES.

THIS EASEMENT RESTRICTS THE USE OF LOTS BBB AND GGG TO PARK AND RECREATIONAL PURPOSES ONLY. PRIVATE OWNERSHIP AND MAINTENANCE OF THE PRIVATE PARK SITE ON LOTS BBB AND GGG, WILL BE ADEQUATELY PROVIDED FOR BY RECORDED WRITTEN AGREEMENT, COVENANTS, OR RESTRICTIONS.

THE COUNTY OF SAN DIEGO SHALL NOT BE LIABLE FOR, AND GRANTOR, ITS SUCCESSORS, AND ITS ASSIGNS SHALL DEFEND AND INDEMNIFY COUNTY OF SAN DIEGO AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY, JUDGEMENTS, AWARDS, FINES, MECHANICS LIENS OR OTHER LIENS, LABOR DISPUTES, LOSSES, DAMAGES, EXPENSES, CHARGES OR COSTS OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS' FEES AND COURT COSTS, (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH INJURY TO OR THE DEATH OF ANY PERSON, OR PHYSICAL DAMAGE TO ANY PROPERTY, OR ANY OTHER CLAIMS RESULTING FROM ANY ACT, OMISSION, CONDITION OR OTHER MATTER RELATED TO OR OCCURRING ON OR ABOUT THE EASEMENT AREA.

THE COUNTY OF SAN DIEGO SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE LAND SUBJECT TO THIS EASEMENT AND REMOVE ANY MATERIAL, STRUCTURE OR OTHER THING PLACED OR MAINTAINED CONTRARY TO THE TERMS OF THIS EASEMENT, AND TO DO ANY WORK NECESSARY TO ELIMINATE THE EFFECTS OF ANY VIOLATION OF THIS EASEMENT. THIS EASEMENT SHALL NOT AUTHORIZE ANY MEMBER OF THE PUBLIC TO USE OR ENTER UPON THE LAND SUBJECT TO THIS EASEMENT, IT BEING UNDERSTOOD THAT THE PURPOSE OF THIS EASEMENT IS SOLELY TO RESTRICT THE USE OF SAID LAND. THE TERMS OF THIS EASEMENT MAY BE SPECIFICALLY ENFORCED OR ENJOINED BY PROCEEDINGS IN A COURT OF COMPETENT JURISDICTION, AND SHALL BE BINDING UPON THE GRANTOR(S) AND ITS OR THEIR SUCCESSORS AND ASSIGNS.

WE, KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, HEREBY GRANTS TO THE RAINBOW MUNICIPAL WATER DISTRICT, A MUNICIPAL CORPORATION, ORGANIZED UNDER THE MUNICIPAL WATER DISTRICT ACT OF 1911 AS AMENDED, ITS SUCCESSORS AND ASSIGNS, THE PERMANENT EASEMENT FOR THE PURPOSE OF LOCATING, RELOCATING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, INSPECTING AND REPAIRING SEWER AND WATER PIPELINES AND ALL SURFACE AND SUBSURFACE APPURTENANCES INCIDENTAL THERETO FOR USE IN CONNECTION OF THE TRANSMISSION AND DISTRIBUTION OF SEWER AND WATER, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM, WHETHER SAID FACILITIES OR LANDS ARE WITHIN OR WITHOUT THE BOUNDARIES OF THIS SUBDIVISION, ALL AS SHOWN ON THIS MAP.

KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, A DELAWARE LIMITED PARTNERSHIP, AS OWNER

BY: [Signature]
ED HADLEY
AUTHORIZED SIGNATORY

OPTIONEE STATEMENT

MEMORANDUM OF OPTION AGREEMENT RECORDED OCTOBER 16, 2025 AS DOCUMENT NO. 2025-0290428 OF OFFICIAL RECORDS.

BY OPTIONEE: TH OCEAN BREEZE RANCH LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: RICHARD P. DOUGLASS
TITLE: AUTHORIZED AGENT

BOND AND ASSESSMENT CERTIFICATE

WE, COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR OF THE DEPARTMENT 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.

LARRY COHEN COUNTY
TREASURER-
TAX COLLECTOR
BY: _____
DEPUTY DATE

MARISA K. BARRIE
DIRECTOR OF PUBLIC WORKS
BY: _____
DEPUTY DATE

RAINBOW MUNICIPAL WATER DISTRICT
CERTIFICATE

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY AS SHOWN ON THIS MAP AND GRANTED TO THE RAINBOW MUNICIPAL WATER DISTRICT, ORGANIZED UNDER THE MUNICIPAL WATER DISTRICT ACT OF 1911, IS HEREBY ACCEPTED BY ORDER OF BOARD OF DIRECTOR'S RESOLUTION NO. 02-13, DATED JULY 3, 2002, AUTHORIZING THE GENERAL MANAGER TO ACCEPT ON BEHALF OF THE DISTRICT, AND RAINBOW MUNICIPAL WATER DISTRICT CONSENTS TO RECORDATION THEREOF.

RAINBOW MUNICIPAL WATER DISTRICT

BY: _____ DATE: _____
NAME:
TITLE: GENERAL MANAGER

SURVEYOR'S STATEMENT

I, SEAN C. SQUIRE, A PROFESSIONAL LAND SURVEYOR, STATE THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME OR UNDER MY DIRECTION IN APRIL 2025 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 THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND SUCH MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature]
SEAN C. SQUIRE, L.S. 9601
DATE: 4-9-2026



COUNTY SURVEYOR'S STATEMENT

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

BRIAN J. SIEBENS, P.L.S. 7863
SAN DIEGO COUNTY SURVEYOR

DATE: _____



TAX DEPOSIT CERTIFICATE

I, ANDREW POTTER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE 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

DATE: _____

COUNTY RECORDER'S CERTIFICATE

FILE NO. _____

I, JORDAN Z. MARKS, RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF SEAN C. SQUIRE ON THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK, ____M.

JORDAN Z. MARKS
COUNTY RECORDER

BY: DEPUTY COUNTY RECORDER

FEES: \$379.00

FOR NOTARY ACKNOWLEDGMENTS - SEE SHEET 2 OF 11 SHEETS

SIGNATURE OMISSION STATEMENT

THE SIGNATURES OF THE FOLLOWING PARTIES 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:

COUNTY OF SAN DIEGO,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) LIMITED BUILDING ZONE EASEMENT RECORDED OCTOBER 16, 2025, AS DOCUMENT NO. 2025-0290420, O.R.
- (2) CLEAR SPACE EASEMENT DEDICATED ON COUNTY OF SAN DIEGO TRACT NO. 5615-1, MAP NO. 16669, RECORDED MARCH 5, 2026 AS DOCUMENT NO. 2026-7000099, O.R.
- (3) FOR MAINTENANCE OF DRAINAGE FACILITIES, DEDICATED ON COUNTY OF SAN DIEGO TRACT NO. 5615-1, MAP NO. 16669, RECORDED MARCH 5, 2026 AS DOCUMENT NO. 2026-7000099, O.R.

SAN LUIS REY DEVELOPMENT COMPANY,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR ELECTRIC TRANSMISSION LINE AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 14, 1930 IN BOOK 1742, PAGE 145, O.R. ORIGINAL EASEMENT RECORDED JANUARY 26, 1906 IN BOOK 384, PAGE 32, O.R.

CHAS. FORMAN, ET UX,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR ELECTRIC TRANSMISSION LINES AND CONSTRUCTION, OPERATION AND MAINTENANCE OF A RAILROAD RECORDED APRIL 5, 1911 IN BOOK 511, PAGE 303, O.R.

SAN DIEGO GAS & ELECTRIC COMPANY,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR POLE LINES AND UNDERGROUND CONDUITS (RW# 3545) RECORDED FEBRUARY 8, 1926 IN BOOK 1162, PAGE 255, O.R. (EASEMENT TO BE VACATED AFTER THE RECORDATION OF THE MAP.)
- (2) FOR POLE LINES AND UNDERGROUND CONDUITS (RW# 16367) RECORDED MAY 16, 1945 IN BOOK 1874, PAGE 141, O.R. (EASEMENT TO BE VACATED AFTER THE RECORDATION OF THE MAP.)
- (3) FOR POLES, WIRE, CABLES AND APPURTENANCES FOR TRANSMISSION AND DISTRIBUTION OF ELECTRICITY (RW# 375777) RECORDED OCTOBER 31, 2025 AS DOCUMENT NO. 2025-0308510, O.R.

RAINBOW MUNICIPAL WATER DISTRICT,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) SEWER LIFT STATION EASEMENT, DEDICATED ON COUNTY OF SAN DIEGO TRACT NO. 5615-1, MAP NO. 16669, RECORDED MARCH 5, 2026 AS DOCUMENT NO. 2026-7000099, O.R.

OCEAN BREEZE RANCH LLC; TRUMARK PROPERTIES LLC; TH OCEAN BREEZE LLC; KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP,

HOLDER OF THE FOLLOWING EASEMENT:

- (1) FOR TEMPORARY CONSTRUCTION EASEMENT PER DOCUMENT NO. 2025-0290426 RECORDED OCTOBER 16, 2025, O.R.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

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

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____, 20 _____

COMMISSION NUMBER OF NOTARY: _____

NOTARY 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 ARIZONA)
COUNTY OF MARICOPA)

ON April 15th, 2026, BEFORE ME, Julie Gillett
PERSONALLY APPEARED Ed Hadley
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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Julie Gillett

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

PRINCIPAL COUNTY OF BUSINESS: MARICOPA

COMMISSION EXPIRES: 08/05, 20 26

COMMISSION NUMBER OF NOTARY: 635441

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

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

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____, 20 _____

COMMISSION NUMBER OF NOTARY: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF Orange)

ON April 17th, 2026, BEFORE ME, Martine M. Korcep
PERSONALLY APPEARED Richard P. Douglass
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 Martine M. Korcep

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

PRINCIPAL COUNTY OF BUSINESS: Orange

COMMISSION EXPIRES: 03/17, 20 30

COMMISSION NUMBER OF NOTARY: 2880122

EXISTING
NON-PLOTTABLE EASEMENTS

AN EASEMENT TO CHARLES FORMAN FOR THE ELECTRIC TRANSMISSION LINES AND INCIDENTAL PURPOSES, RECORDED JAN 26, 1906 IN BOOK 384 OF DEEDS, PAGE 32. BLANKET IN NATURE, NOT PLOTTED HEREON. EASEMENT QUITCLAIMED TO SAN LUIS REY DEVELOPMENT COMPANY (NO LONGER IN EXISTENCE) PER DEED RECORDED FEBRUARY 14, 1930 IN BOOK 1742, PAGE 145 OF DEEDS.

AN EASEMENT TO CHAS. FORMAN FOR ELECTRICAL TRANSMISSION LINES AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A RAILROAD AND INCIDENTAL PURPOSES, RECORDED IN BOOK 511 OF DEEDS, PAGE 303. NO SPECIFIC LOCATION IS GIVEN AND THEREFOR HAS NOT BEEN PLOTTED HEREON

SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 8, 1926 IN BOOK 1162 OF DEEDS, PAGE 255.

SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT FOR EITHER OR BOTH POLE LINES, UNDERGROUND CONDUITS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 16, 1945 IN BOOK 1874, PAGE 141 OF OFFICIAL RECORDS.

TEMPORARY CONSTRUCTION EASEMENT TO ENTER ONTO PARCEL A AND C (LOTS GG, TT AND UU PER MAP NO. 16669) DURING THE TERM OF THE EASEMENT, BY AND AMONG OCEAN BREEZE RANCH LLC, TRUMARK PROPERTIES LLC, TH OCEAN BREEZE LLC, KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, PER DOCUMENT NO. 2025-0290426 RECORDED OCTOBER 16, 2025, OF OFFICIAL RECORDS. EASEMENT IS BLANKET IN NATURE AND NOT PLOTTED HEREON.

SDG&E INTENT TO QUITCLAIM NOTE

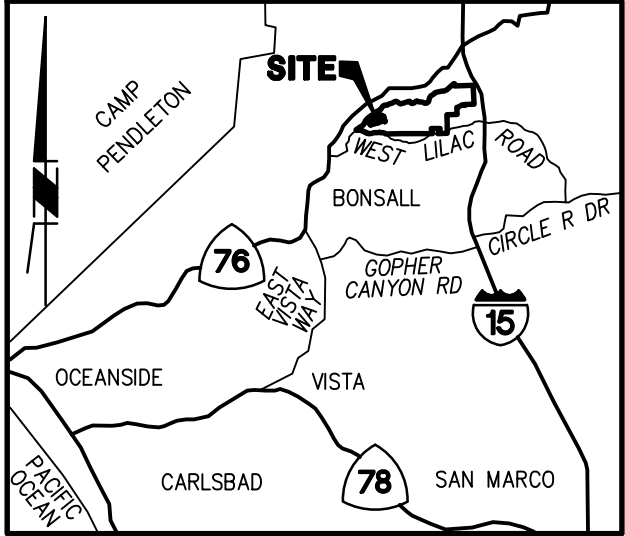
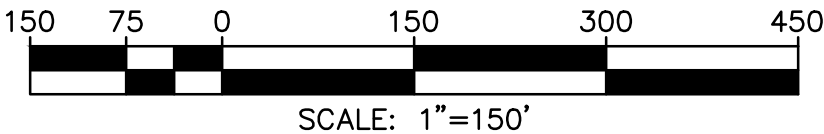
SDG&E INTENDS TO QUITCLAIM THE FOLLOWING RIGHT-OF-WAY EASEMENTS PER LETTER OF INTENT BY JULIE BLACKMAN (LAND MANAGEMENT REPRESENTATIVE FOR SAN DIEGO GAS AND ELECTRIC) ON OCTOBER 6, 2023:

RW# 3545 - RECORDED FEBRUARY 8, 1926 AS BOOK 1162 PAGE 255 OF OFFICIAL RECORDS.

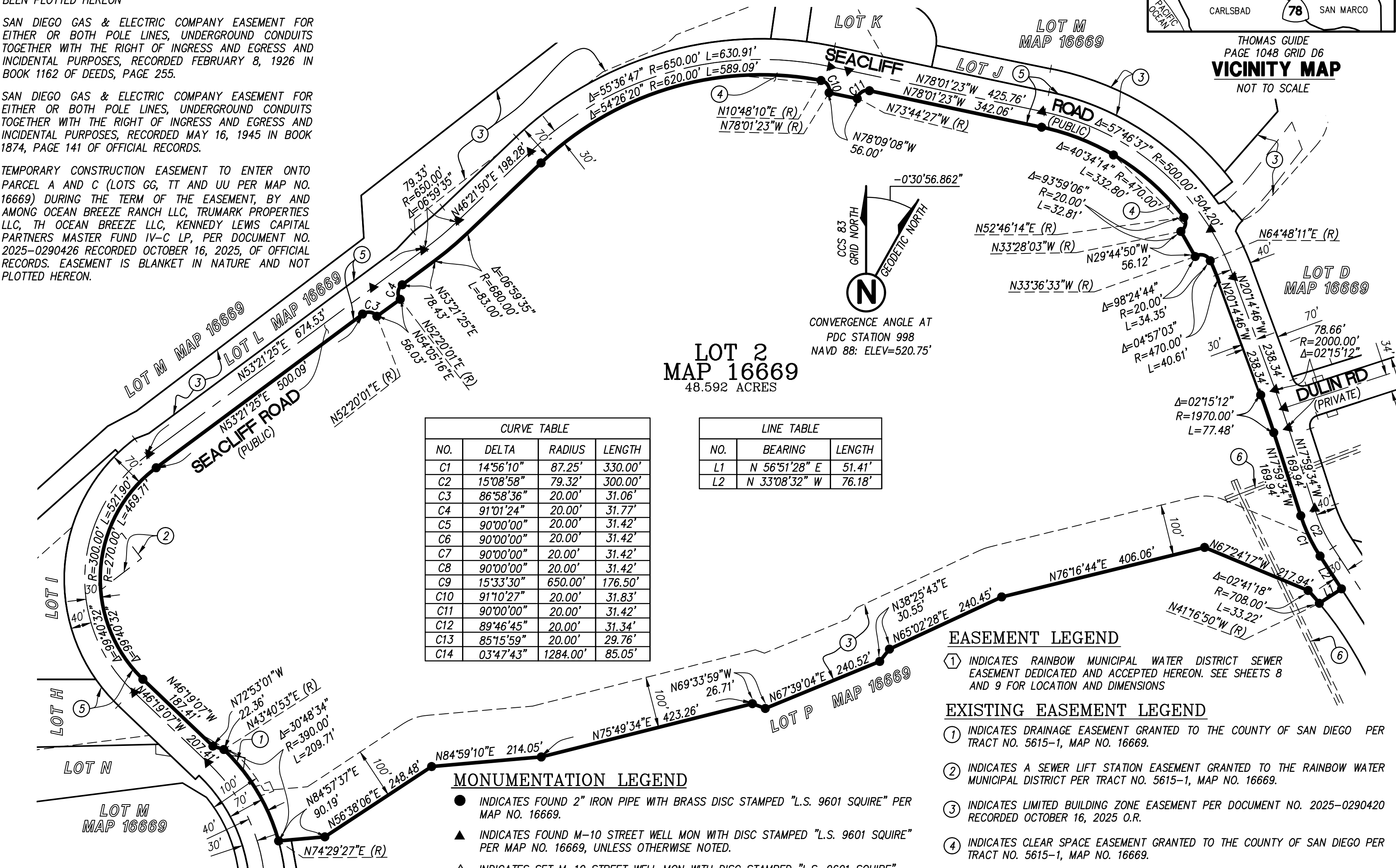
RW# 16367 - RECORDED MAY 16, 1945 AS BOOK 1874 PAGE 141 OF OFFICIAL RECORDS.

PROCEDURE OF SURVEY

FOR COMPLETE PROCEDURE OF SURVEY, SEE SHEETS 4 THROUGH 10 OF COUNTY OF SAN DIEGO TRACT NO. 5615-1 MAP NO. 16669, RECORDED MARCH 5, 2026 AS FILE NO. 2026-7000099 OF OFFICIAL RECORDS.



THOMAS GUIDE
PAGE 1048 GRID D6
VICINITY MAP
NOT TO SCALE



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	14°56'10"	87.25'	330.00'
C2	15°08'58"	79.32'	300.00'
C3	86°58'36"	20.00'	31.06'
C4	91°01'24"	20.00'	31.77'
C5	90°00'00"	20.00'	31.42'
C6	90°00'00"	20.00'	31.42'
C7	90°00'00"	20.00'	31.42'
C8	90°00'00"	20.00'	31.42'
C9	15°33'30"	650.00'	176.50'
C10	91°10'27"	20.00'	31.83'
C11	90°00'00"	20.00'	31.42'
C12	89°46'45"	20.00'	31.34'
C13	85°15'59"	20.00'	29.76'
C14	03°47'43"	1284.00'	85.05'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N 56°51'28" E	51.41'
L2	N 33°08'32" W	76.18'

MONUMENTATION LEGEND

- INDICATES FOUND 2" IRON PIPE WITH BRASS DISC STAMPED "L.S. 9601 SQUIRE" PER MAP NO. 16669.
- ▲ INDICATES FOUND M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE" PER MAP NO. 16669, UNLESS OTHERWISE NOTED.
- △ INDICATES SET M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE".
- ▲ INDICATES SET M-10 STREET WELL MON WITH DISC STAMPED "L.S. 9601 SQUIRE" AT 5' OFFSET TO EC OR BC.
- INDICATES SET 1"x18" IRON PIPE WITH DISC "L.S. 9601 SQUIRE".
- INDICATES CLEAR SPACE EASEMENT MARKERS PER COUNTY OF SAN DIEGO DESIGN STANDARD DS-16 TYPE 1, SET IN TOP OF CURB, OR CONCRETE WALK, UPON COMPLETION OF IMPROVEMENTS, PER MAP NO. 16669.

EASEMENT LEGEND

- ① INDICATES RAINBOW MUNICIPAL WATER DISTRICT SEWER EASEMENT DEDICATED AND ACCEPTED HEREON. SEE SHEETS 8 AND 9 FOR LOCATION AND DIMENSIONS

EXISTING EASEMENT LEGEND

- ① INDICATES DRAINAGE EASEMENT GRANTED TO THE COUNTY OF SAN DIEGO PER TRACT NO. 5615-1, MAP NO. 16669.
- ② INDICATES A SEWER LIFT STATION EASEMENT GRANTED TO THE RAINBOW WATER MUNICIPAL DISTRICT PER TRACT NO. 5615-1, MAP NO. 16669.
- ③ INDICATES LIMITED BUILDING ZONE EASEMENT PER DOCUMENT NO. 2025-0290420 RECORDED OCTOBER 16, 2025 O.R.
- ④ INDICATES CLEAR SPACE EASEMENT GRANTED TO THE COUNTY OF SAN DIEGO PER TRACT NO. 5615-1, MAP NO. 16669.
- ⑤ INDICATES SEACLIFF ROAD, PUBLIC RIGHT OF WAY DEDICATED PER MAP NO. 16669
- ⑥ SAN DIEGO GAS & ELECTRIC COMPANY EASEMENT FOR POLES, WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATION FACILITIES, OVERHEAD AND/OR UNDERGROUND AND APPURTENANCES, USED SOLELY AND EXCLUSIVELY FOR SDG&E INTERNAL COMMUNICATIONS, RECORDED OCTOBER 31, 2025 AS DOCUMENT NO. 2025-0308510 OF OFFICIAL RECORDS.

STREET DEDICATION LEGEND

- ② INDICATES SEA MIST LANE, TIDE LANE, PELICAN DRIVE, CORAL COURT, OCEAN PLACE, SHORE LANE, TURTLE DRIVE AND PEARL COURT DEDICATED FOR USE AS PUBLIC STREET TOGETHER WITH THE RIGHT TO EXTEND AND MAINTAIN DRAINAGE FACILITIES, EXCAVATION AND EMBANKMENT SLOPES BEYOND THE LIMITS OF THE RIGHT-OF-WAY, AND ACCEPTED HEREON.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6, EPOCH 1991.35, GRID BEARING BETWEEN G.P.S. STATION NO. SDGPS-02 AND G.P.S. STATION SDGPS-03 PER RECORD OF SURVEY NO. 14310.

I.E. SOUTH 72°07'52" EAST

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. TO OBTAIN GRID LEVEL DISTANCES, MULTIPLY DISTANCES BY 0.999945196. GRID DISTANCE = GROUND DISTANCE X COMBINED SCALE FACTOR. USED AN AVERAGE SITE ELEVATION OF 300' TO DETERMINE COMBINED SCALE FACTOR. QUOTED BEARINGS FROM REFERENCE MAPS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

MONUMENTATION NOTES

UNLESS OTHERWISE SHOWN ON THIS MAP:

THE PROJECT BOUNDARY CORNERS ARE MONUMENTED BY A 2" IRON PIPE WITH BRASS DISC STAMPED "LS 9601 SQUIRE" PER SAN DIEGO COUNTY TRACT NO. 5615-1, MAP NO. 16669.

SAID EXISTING 2" IRON PIPE BOUNDARY MONUMENTS ALONG DEDICATED STREET RIGHT-OF-WAY SEACLIFF ROAD MAY SUBSEQUENTLY BE DESTROYED DURING STREET IMPROVEMENTS. IF SAID MONUMENTS ARE DESTROYED THEY WILL BE RESET WITH A LEAD AND DISC "LS 9601 SQUIRE" ALONG THE PROLONGATION OF THE BOUNDARY LINE, OR RADIAL TO POINT OF CURVE, AT AN OFFSET OF 15.75', UNLESS OTHERWISE NOTED.

LOT CORNERS AND THE BEGINNING AND ENDING OF CURVES ALONG THE SIDELINES OF DEDICATED STREET RIGHTS-OF-WAY WILL BE MONUMENTED ALONG THE PROLONGATION OF THE LOT LINE, OR RADIAL TO POINT OF CURVE, AT AN OFFSET AS SHOWN BELOW.

- SEA MIST LANE: 9.75' OFFSET
- TIDE LANE: 9.75' OFFSET
- PELICAN DRIVE: 9.75' OFFSET
- CORAL COURT: 9.75' OFFSET
- OCEAN PLACE: 9.75' OFFSET
- SHORE LANE: 9.75' OFFSET
- TURTLE DRIVE: 9.75' OFFSET
- PEARL COURT: 9.75' OFFSET
- SEACLIFF ROAD: 9.75' OFFSET

INTERIOR LOT CORNERS WILL BE MONUMENTED AT ACTUAL LOCATION. IF INTERIOR LOT CORNER IS MONUMENTED AT AN OFFSET, A CERTIFICATE OF CORRECTION, NOTING SAID OFFSET LOCATION, WILL BE FILED AND RECORDED UPON COMPLETION OF ALL MONUMENTATION. IF SETTING A MONUMENT IS INFEASIBLE OR IMPRACTICAL, NO MONUMENT WILL BE SET, AND NOTED ON SAID CERTIFICATE OF CORRECTION.

MONUMENT TYPE, EITHER ACTUAL OR OFFSET WILL BE AS FOLLOWS:

- A. IF MONUMENT LOCATION FALLS WITHIN CONCRETE OR BLOCK WALL: WILL SET LEAD & BRASS DISC STAMPED "LS 9601 SQUIRE"
- B. IF MONUMENT LOCATION FALLS WITHIN DIRT/LANDSCAPE OR ASPHALT PAVEMENT: WILL SET 1"x18" IRON PIPE WITH BRASS DISC STAMPED "LS 9601 SQUIRE"

CENTERLINES OF PUBLIC STREETS DEDICATED HEREON WILL BE MONUMENTED WITH A STANDARD STREET SURVEY MONUMENT (M-10) AT BEGINNING OF CURVE, END OF CURVE, ANGLE POINTS AND INTERSECTIONS. IF M-10 IS SET AT AN OFFSET, IT WILL BE SET AT A 5.00' OFFSET ALONG THE TANGENT LINE OF SAID CENTERLINE.

PARK LAND STATEMENT

LOTS BBB AND GGG ARE "PRIVATE PARK LOT" WITH EASEMENT FOR PARK AND RECREATIONAL PURPOSES GRANTED TO THE COUNTY OF SAN DIEGO, AND TO BE MAINTAINED BY H.O.A.

H.O.A. STATEMENT

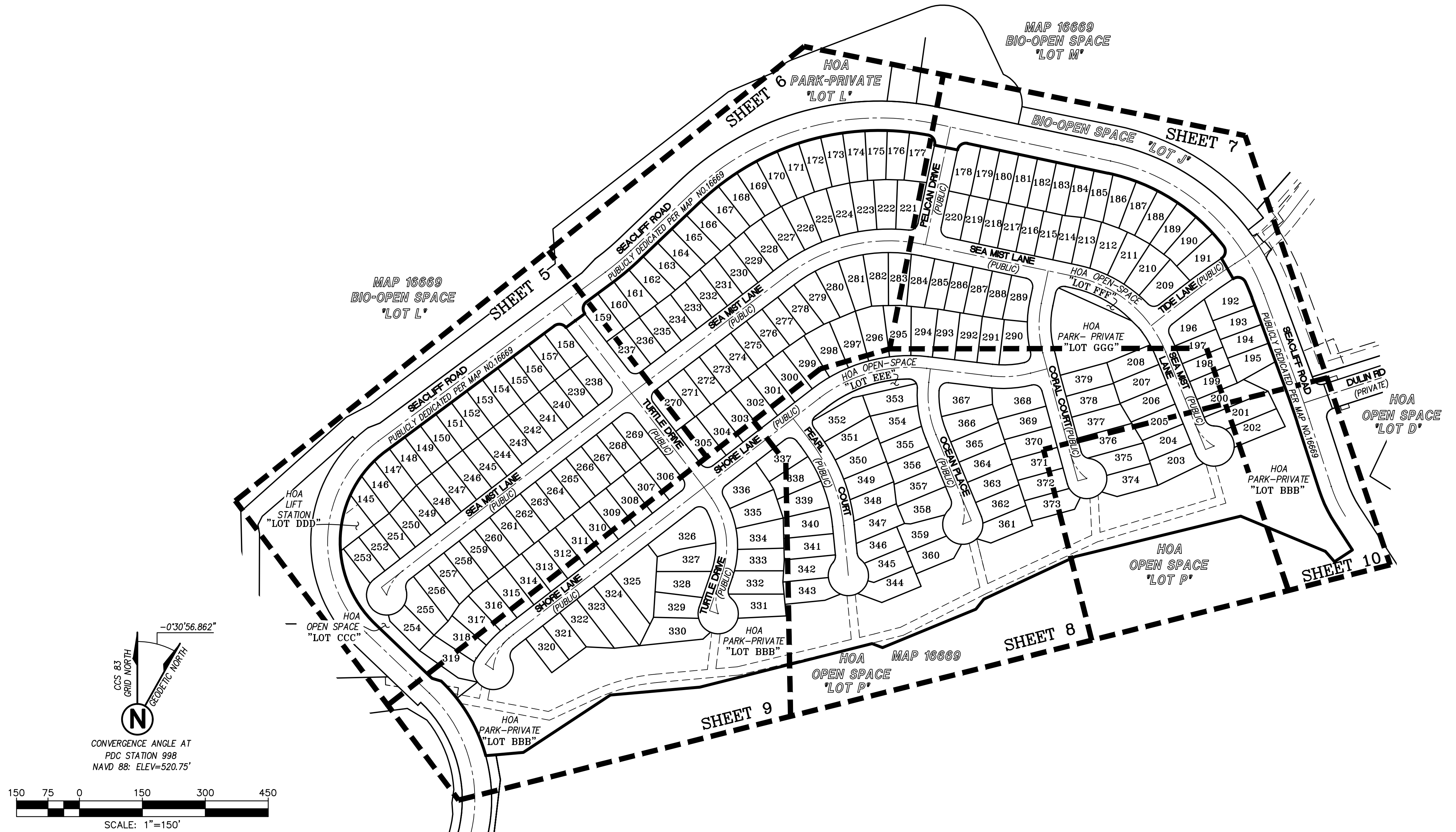
LOTS CCC, DDD, EEE AND FFF ARE DESIGNATED AS H.O.A. LOTS AND WILL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

NOTES

- 1) THE BEGINNING AND ENDING NUMBERED LOT NUMBERS ARE 145 AND 379
- 2) THE BEGINNING AND ENDING LETTERED LOTS ARE 'BBB' AND 'GGG' THE TOTAL NUMBER OF LOTS IS 241
RESIDENTIAL LOTS: 235
HOA OPEN SPACE: 3 (LOTS CCC, EEE, FFF)
HOA PRIVATE PARK LOTS: 2 (LOTS BBB AND GGG)
HOA LIFT STATION LOT: 1 (LOTS DDD)
- 3) THE TOTAL GROSS AREA IS: 48.592 ACRES

- 1) THE DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DECIMAL PLACES REPRESENT THAT DISTANCE TO ZERO HUNDREDTHS.
- 2) ALL DISTANCES AND/OR STREET WIDTHS SHOWN WITHOUT DECIMAL PLACES REPRESENT THAT DISTANCE TO ZERO HUNDREDTHS.
- 3) ALL CURVES ARE TANGENT UNLESS NOTED WITH A RADIAL BEARING.

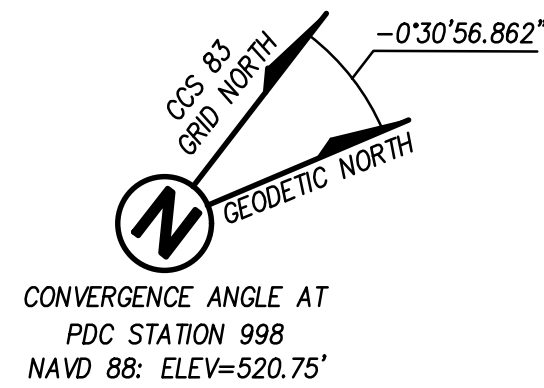
SHEET LAYOUT



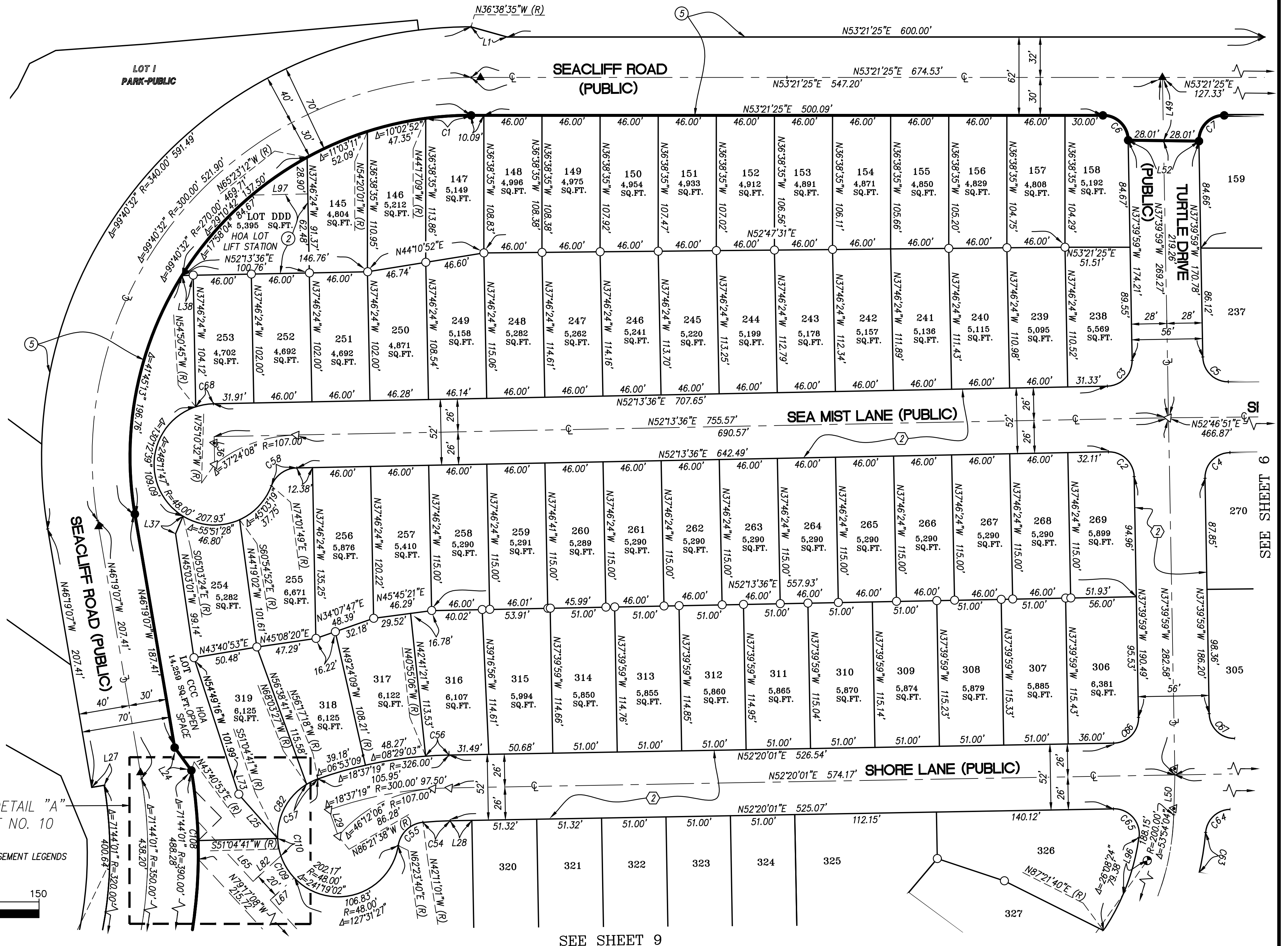
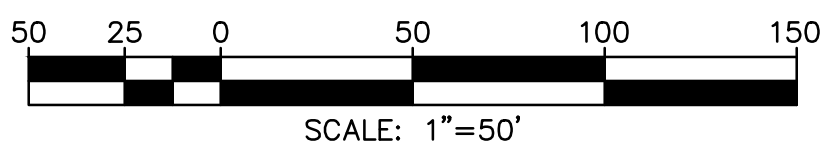
COUNTY OF SAN DIEGO TRACT NO. 5615-3

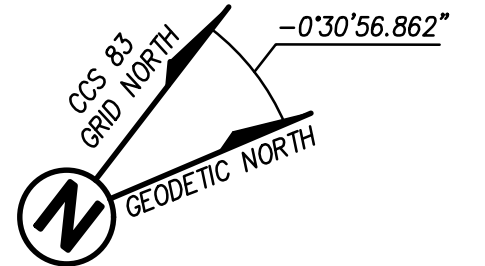
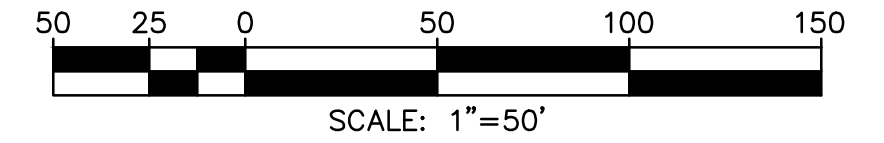
CURVE TABLE			
NO.	BEARING/DELTA	LENGTH	RADIUS
C1	$\Delta=07^{\circ}38'34''$	36.02'	270.00'
C2	$\Delta=90^{\circ}06'25''$	31.45'	20.00'
C3	$\Delta=89^{\circ}53'35''$	31.38'	20.00'
C4	$\Delta=90^{\circ}26'50''$	31.57'	20.00'
C5	$\Delta=89^{\circ}33'10''$	31.26'	20.00'
C6	$\Delta=88^{\circ}58'36''$	31.06'	20.00'
C7	$\Delta=91^{\circ}01'24''$	31.77'	20.00'
C54	$\Delta=04^{\circ}31'01''$	21.60'	274.00'
C55	$\Delta=75^{\circ}25'19''$	28.96'	22.00'
C56	$\Delta=03^{\circ}15'07''$	18.50'	326.00'
C57	$\Delta=11^{\circ}46'09''$	9.86'	48.00'
C58	$\Delta=68^{\circ}11'47''$	26.19'	22.00'
C63	$\Delta=08^{\circ}08'57''$	32.14'	226.00'
C64	$\Delta=83^{\circ}58'54''$	29.32'	20.00'
C65	$\Delta=98^{\circ}53'15''$	34.52'	20.00'
C66	$\Delta=89^{\circ}59'58''$	31.42'	20.00'
C67	$\Delta=90^{\circ}00'00''$	31.42'	20.00'
C68	$\Delta=17^{\circ}04'21''$	14.30'	48.00'
C82	$\Delta=60^{\circ}51'52''$	50.99'	48.00'
C108	$\Delta=04^{\circ}28'13''$	30.43'	390.00'
C109	$\Delta=24^{\circ}30'57''$	20.54'	48.00'
C110	$\Delta=16^{\circ}36'42''$	13.92'	48.00'

LINE TABLE		
NO.	BEARING/DELTA	LENGTH
L1	N 69°00'47" E	29.65'
L24	N 72°53'01" W	22.36'
L25	N 78°05'01" W	46.68'
L26	N 51°53'02" E	62.96'
L27	N 43°40'53" E	10.00'
L28	N 52°20'01" E	17.16'
L29	N 56°17'18" W	22.00'
L36	N 37°46'24" W	22.03'
L37	N 14°02'05" W	15.14'
L38	N 52°13'36" E	8.76'
L49	N 37°39'59" W	50.01'
L50	N 34°59'36" W	31.57'
L52	N 54°05'16" E	56.03'
L65	N 79°17'08" W	65.19'
L66	N 10°42'52" E	29.97'
L67	N 10°42'52" E	25.91'
L73	N 54°49'16" W	11.68'
L97	N 52°13'36" E	44.13'

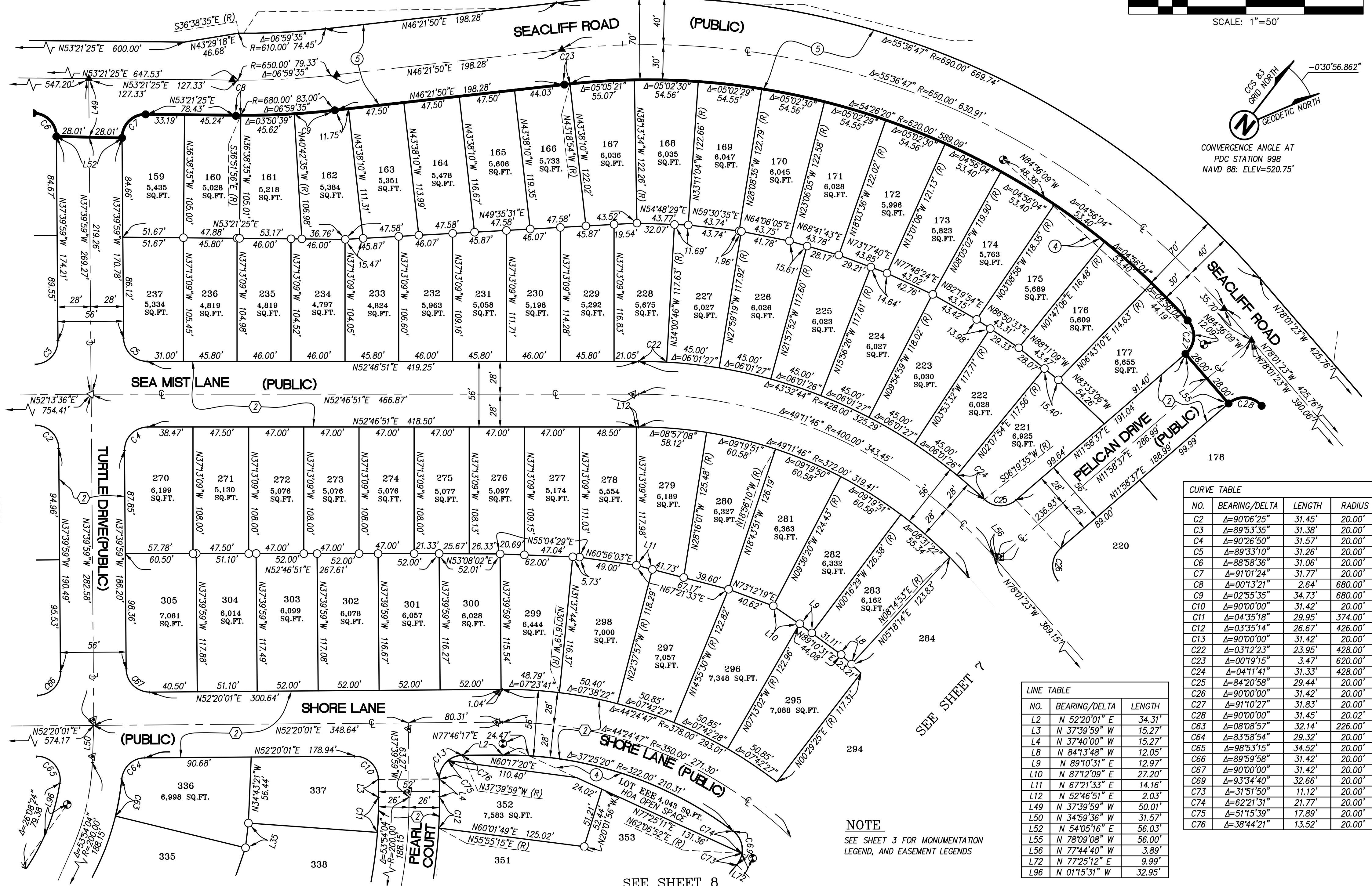


NOTE
SEE SHEET 3 FOR MONUMENTATION LEGEND, AND EASEMENT LEGENDS





CONVERGENCE ANGLE AT
PDC STATION 998
NAVD 88: ELEV=520.75'



CURVE TABLE			
NO.	BEARING/DELTA	LENGTH	RADIUS
C2	Δ=90°06'25"	31.45'	20.00'
C3	Δ=89°53'35"	31.38'	20.00'
C4	Δ=90°26'50"	31.57'	20.00'
C5	Δ=89°33'10"	31.26'	20.00'
C6	Δ=88°58'36"	31.06'	20.00'
C7	Δ=91°01'24"	31.77'	20.00'
C8	Δ=00°13'21"	2.64'	680.00'
C9	Δ=02°55'35"	34.73'	680.00'
C10	Δ=90°00'00"	31.42'	20.00'
C11	Δ=04°35'18"	29.95'	374.00'
C12	Δ=03°35'14"	26.67'	426.00'
C13	Δ=90°00'00"	31.42'	20.00'
C22	Δ=03°12'23"	23.95'	428.00'
C23	Δ=00°19'15"	3.47'	620.00'
C24	Δ=04°11'41"	31.33'	428.00'
C25	Δ=84°20'58"	29.44'	20.00'
C26	Δ=90°00'00"	31.42'	20.00'
C27	Δ=91°10'27"	31.83'	20.00'
C28	Δ=90°00'00"	31.45'	20.02'
C63	Δ=08°08'57"	32.14'	226.00'
C64	Δ=83°58'54"	29.32'	20.00'
C65	Δ=98°53'15"	34.52'	20.00'
C66	Δ=89°59'58"	31.42'	20.00'
C67	Δ=90°00'00"	31.42'	20.00'
C69	Δ=93°34'40"	32.66'	20.00'
C73	Δ=31°51'50"	11.12'	20.00'
C74	Δ=62°21'31"	21.77'	20.00'
C75	Δ=51°15'39"	17.89'	20.00'
C76	Δ=38°44'21"	13.52'	20.00'

LINE TABLE		
NO.	BEARING/DELTA	LENGTH
L2	N 52°20'01" E	34.31'
L3	N 37°39'59" W	15.27'
L4	N 37°40'00" W	15.27'
L8	N 84°13'48" W	12.05'
L9	N 89°10'31" E	12.97'
L10	N 87°12'09" E	27.20'
L11	N 67°21'33" E	14.16'
L12	N 52°46'51" E	2.03'
L49	N 37°39'59" W	50.01'
L50	N 34°59'36" W	31.57'
L52	N 54°05'16" E	56.03'
L55	N 78°09'08" W	56.00'
L56	N 77°44'40" W	3.89'
L72	N 77°25'12" E	9.99'
L96	N 01°15'31" W	32.95'

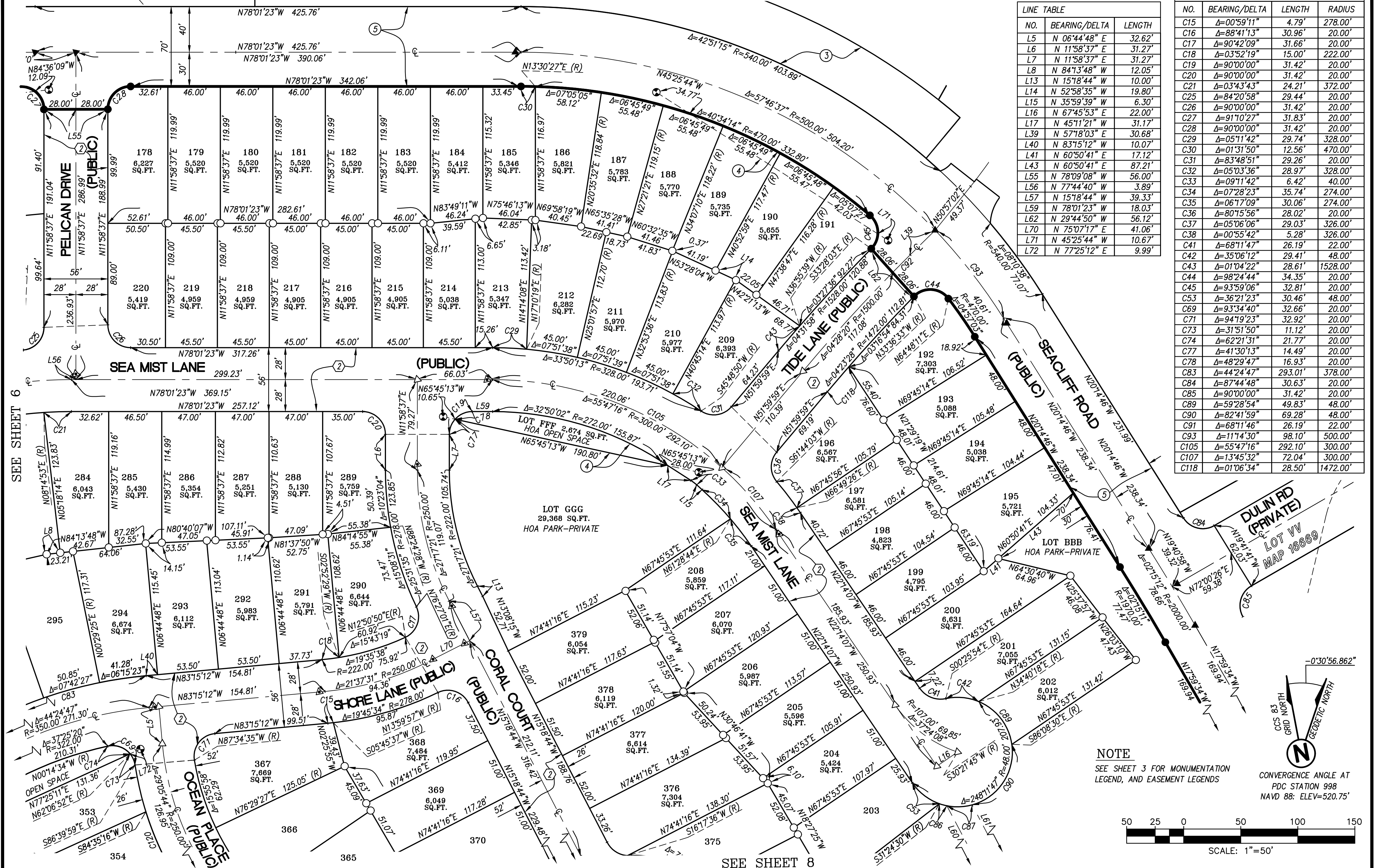
NOTE
SEE SHEET 3 FOR MONUMENTATION
LEGEND, AND EASEMENT LEGENDS

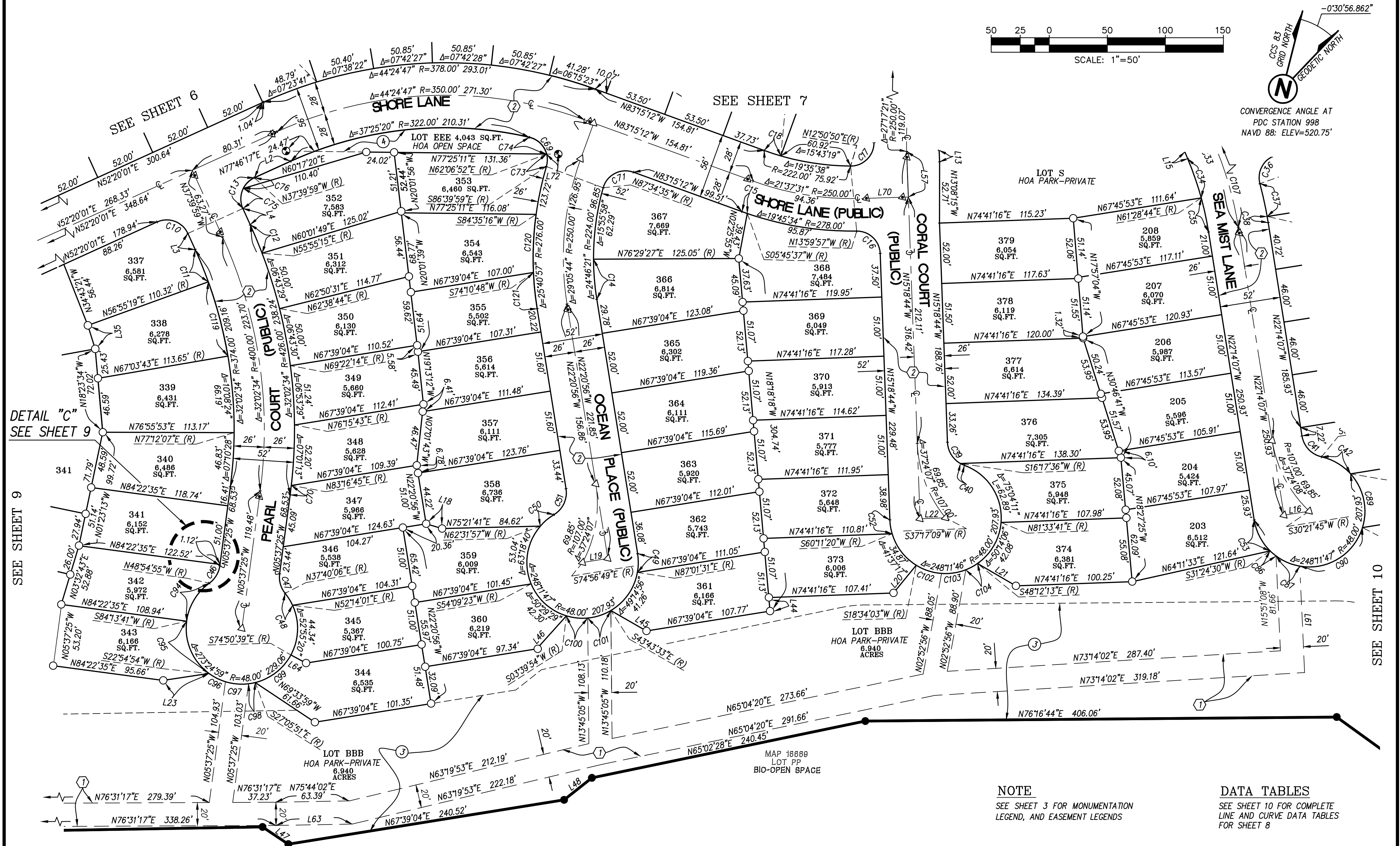
SEE SHEET 5

SEE SHEET 7

SEE SHEET 7

SEE SHEET 8

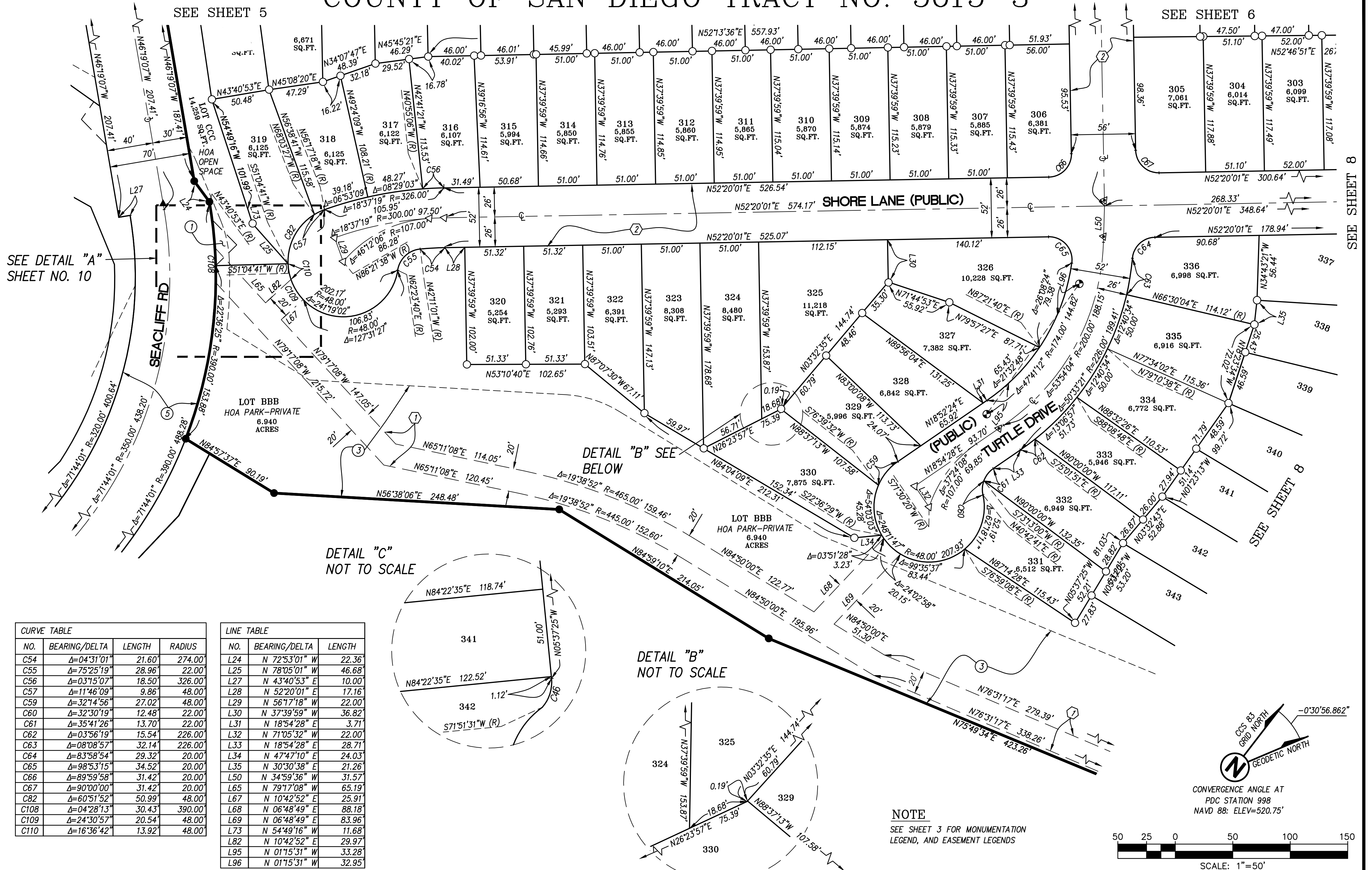




NOTE
SEE SHEET 3 FOR MONUMENTATION
LEGEND, AND EASEMENT LEGENDS

DATA TABLES
SEE SHEET 10 FOR COMPLETE
LINE AND CURVE DATA TABLES
FOR SHEET 8

COUNTY OF SAN DIEGO TRACT NO. 5615-3



DATA TABLES SHEET 8

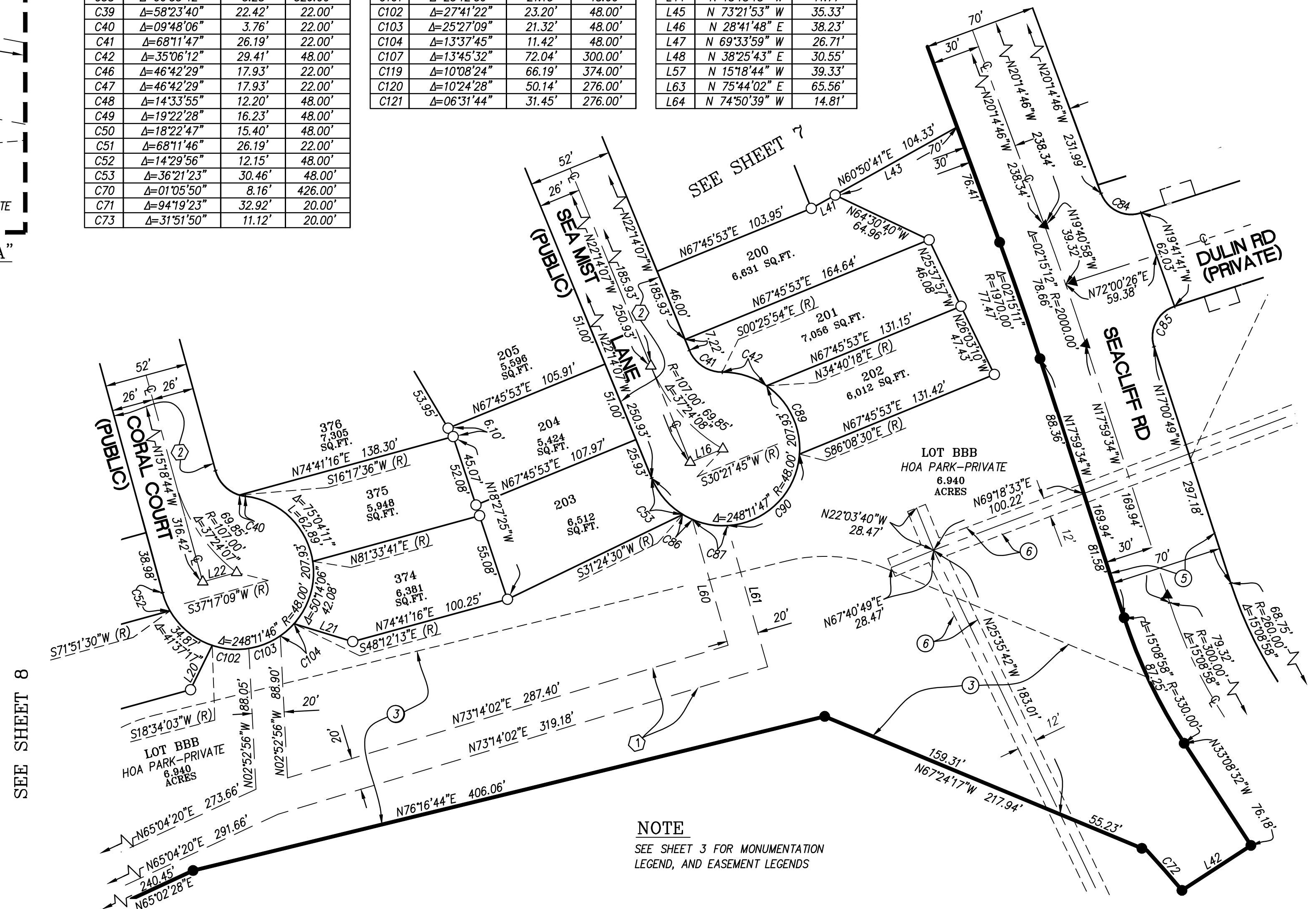
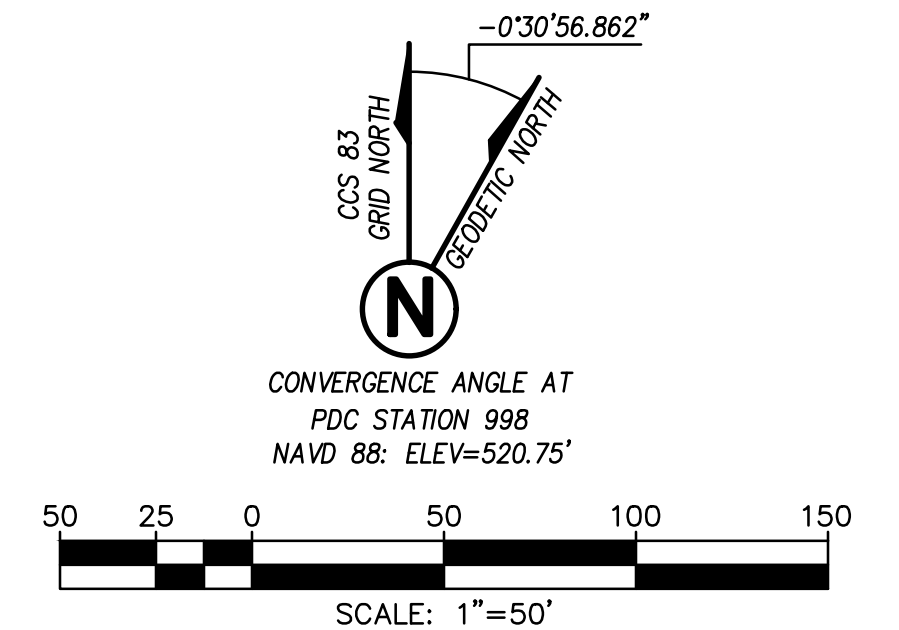
DATA TABLES DETAIL A

CURVE TABLE DETAIL A			
NO.	BEARING/DELTA	LENGTH	RADIUS
C109	$\Delta=24^{\circ}30'57''$	20.54'	48.00'
C110	$\Delta=16^{\circ}36'42''$	13.92'	48.00'
C113	$\Delta=05^{\circ}52'56''$	0.80'	7.80'
C115	$\Delta=03^{\circ}03'18''$	20.79'	390.00'
C116	$\Delta=07^{\circ}44'52''$	28.40'	210.00'
C117	$\Delta=09^{\circ}22'48''$	31.11'	190.00'

DATA TABLES SHEET 10

CURVE TABLE FOR SHEET 10			
NO.	BEARING/DELTA	LENGTH	RADIUS
C40	$\Delta=09^{\circ}48'06"$	3.76'	22.00'
C41	$\Delta=68^{\circ}11'47"$	26.19'	22.00'
C42	$\Delta=35^{\circ}06'12"$	29.41'	48.00'
C52	$\Delta=14^{\circ}29'56"$	12.15'	48.00'
C53	$\Delta=36^{\circ}21'23"$	30.46'	48.00'
C72	$\Delta=02^{\circ}04'18"$	33.22'	708.00'
C84	$\Delta=87^{\circ}44'48"$	30.63'	20.00'
C85	$\Delta=90^{\circ}00'00"$	31.42'	20.00'
C89	$\Delta=59^{\circ}28'54"$	49.83'	48.00'
C90	$\Delta=82^{\circ}41'59"$	69.28'	48.00'
C91	$\Delta=68^{\circ}11'46"$	26.19'	22.00'
C102	$\Delta=27^{\circ}41'22"$	23.20'	48.00'
C103	$\Delta=25^{\circ}27'09"$	21.32'	48.00'
C104	$\Delta=13^{\circ}37'45"$	11.42'	48.00'

LINE TABLE FOR SHEET 8		
NO.	BEARING/DELTA	LENGTH
L2	N 52°20'01" E	34.31'
L3	N 37°39'59" W	15.27'
L4	N 37°40'00" W	15.27'
L13	N 15°18'44" W	10.00'
L15	N 35°59'39" W	6.30'
L16	N 67°45'53" E	22.00'
L18	N 86°46'06" W	14.34'
L19	N 67°39'04" E	22.00'
L20	N 26°07'41" E	30.90'
L21	N 73°01'01" W	38.25'
L22	N 74°41'16" E	22.00'
L23	N 68°09'20" E	39.94'
L35	N 30°30'38" W	21.26'
L44	N 18°18'18" W	11.77'
L45	N 73°21'53" W	35.33'
L46	N 28°41'48" E	38.23'
L47	N 69°33'59" W	26.71'
L48	N 38°25'43" E	30.55'
L57	N 15°18'44" W	39.33'
L63	N 75°44'02" E	65.56'
L64	N 74°50'39" W	14.81'



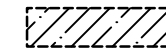
NOTE
SEE SHEET 3 FOR MONUMENTATION
LEGEND, AND EASEMENT LEGENDS

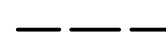
NON-TITLE SHEET

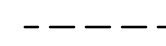
LEGEND

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

NOTE 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.

 INDICATES FUEL MODIFICATION ZONE PER TENTATIVE MAP 5615

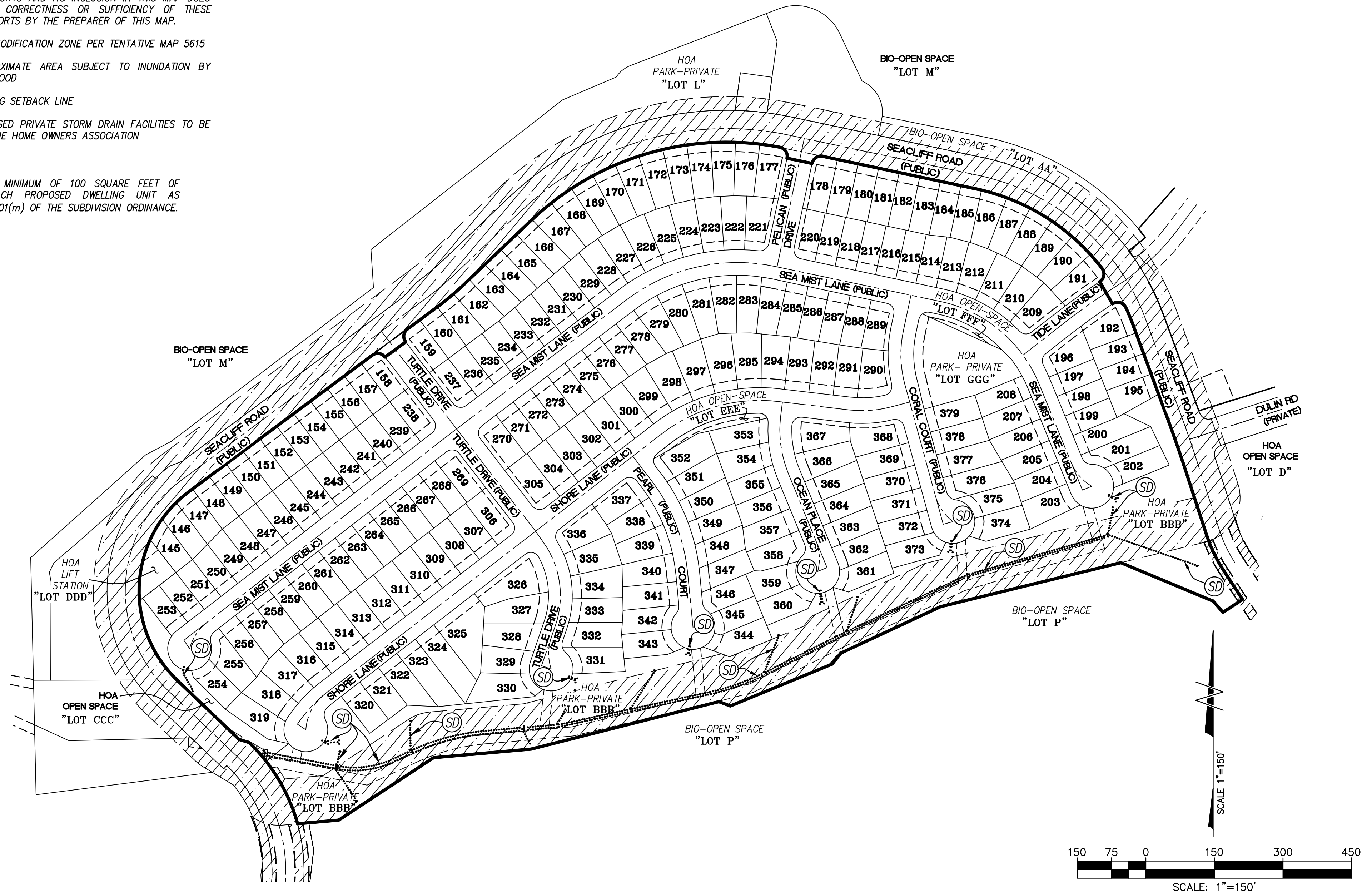
 INDICATES APPROXIMATE AREA SUBJECT TO INUNDATION BY THE 100-YEAR FLOOD

 INDICATES BUILDING SETBACK LINE

 INDICATES PROPOSED PRIVATE STORM DRAIN FACILITIES TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION

SOLAR NOTE

THIS SUBDIVISION HAS A MINIMUM OF 100 SQUARE FEET OF SOLAR ACCESS FOR EACH PROPOSED DWELLING UNIT AS REQUIRED BY SECTION 81.401(m) OF THE SUBDIVISION ORDINANCE.



Attachment B

Joint Agreement to Improve Major Subdivision (Public Improvements)

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5615-3**

(PDS2025-LDMJIP-50112, PA-2)
(Single District)

This Joint Agreement ("Agreement") is made and entered into this 19 day of MAY, 2026, between the County of San Diego, State of California ("County"), the Rainbow Municipal Water District ("District") KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership ("Current Owner"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner")

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5615-3, ("Final Map") for the Board's approval and for recording; and

WHEREAS, on October 16, 2025, Current Owner and Owner entered into an agreement to codify the development of said Subdivision of County of San Diego Tract No. 5615-3; and

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

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

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

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

(a) Owner shall convey to District easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal

description and an 8½" X 14" plat of easement for approval by District. The plat shall be a reproducible transparency with the appropriate District's title block and fully locate and describe the easement. The standard easement processing fee and costs of a policy of title insurance insuring title to the easement in the District shall be paid by Owner.

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

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

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

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

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

(b) Payment of Engineer. Upon payment to the engineer or surveyor for setting the final monuments, Owner shall present to Director evidence of such payment and receipt thereof by the engineer or surveyor.

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

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

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

4. (____) If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is subject to the following:

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

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

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

0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the mulch to hold it in place and cutting from small leaf ice plants, or approved equivalent ground cover, shall be planted with spacing approved by Director prior to October 15.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director not later than May 15 following the planting of the slopes.

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

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

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

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

5. Incomplete Offsite Street and Utility Improvements.

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

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

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

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

Improvements of the Streets and/or Easements	\$ 8,385,700.00
Improvements of the Sewer Facilities	\$ 1,687,300.00
Improvements of the Water Facilities	\$ 3,175,600.00
Setting of Monuments	\$ 149,000.00
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 13,397,600.00

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

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

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

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

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

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

- (a) the date of issuance of any building permit except building permits for model houses;
- (b) the date all subdivision improvements are completed and accepted by County;
- (c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;
- (d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

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

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

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

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

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

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

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

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

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the District and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

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

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

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

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

Work and Improvements	\$ 13,397,600.00
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 13,397,600.00

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

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

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

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

(b) Release of Security

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

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

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

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

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

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

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

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

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

ELEVENTH: CHANGES. Upon consent by Owner, County or District may make changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the First Paragraph that do not exceed ten percent (10%) of the original estimated cost of the work and improvements and that Director or District determines to be necessary and desirable for the proper

completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

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

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

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

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

SIXTEENTH: CURRENT OWNER'S CONSENT TO IMPROVEMENTS. Current Owner consents to the construction, maintenance and operation of the improvements required by this Improvement Agreement and to any other activities on the Project reasonably necessary for Owner to fulfill its obligations under the Improvement Agreement upon those portions of the project owned by Current Owner, as described or depicted on Exhibit B (the "Property"). The provisions of this section shall be binding on all subsequent owners of the Property and shall be covenants running with the land in accordance with California Civil Code Section 1468. This covenant shall terminate upon the County's written acceptance of all improvements required to be installed on the Property (or applicable portion thereof) pursuant to the Improvement Agreement. In such event, the applicable portion Property (or interest therein) shall be deemed automatically released from this covenant without signing or recording any instrument of release; provided, however, that upon request, the County shall sign and consents to the recordation of a release with respect to any such portion of the Property (or interest therein) released pursuant to the foregoing provisions.

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

COUNTY OF SAN DIEGO

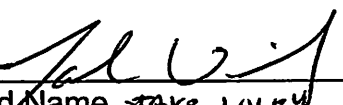
APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: 
Clerk, Board of Supervisors

By: 
SUPERVISING DEPUTY

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>5/19/26</u>	Minute Order No. <u>8</u>
By: <u></u>	Date: <u>5/19/26</u>
Deputy Clerk of the Board Supervisors	

RAINBOW MUNICIPAL WATER DISTRICT

By: 
Printed Name JAKE WILEY
Printed Title GENERAL MANAGER

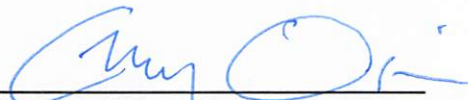
Current Owner

KENNEDY LEWIS CAPITAL PARTNERS MASTER FUND IV-C LP, a Delaware limited partnership


By: Ed Hadley, Authorized Signatory

Owner

TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of San Diego)
 On April 28, 2026 before me, Terese Quintanar, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jake Wiley
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Terese Quintanar
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

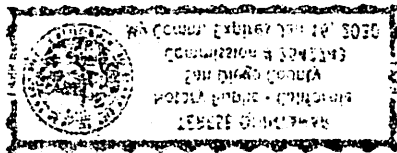
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document PDS2025.LDMJIP - 50112 - PA-2
 Title or Type of Document: Joint Agreement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jake Wiley
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Rainbow MUD

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



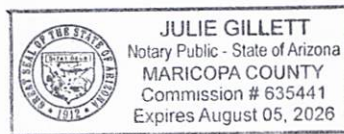
NA COMMISSION ON THE CAUSES AND PREVENTION OF VIOLENCE
COMMISSION ON THE CAUSES AND PREVENTION OF VIOLENCE
NATIONAL COMMISSION ON THE CAUSES AND PREVENTION OF VIOLENCE
NATIONAL COMMISSION ON THE CAUSES AND PREVENTION OF VIOLENCE

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Hadley of **Kennedy Lewis Capital Partners Master Fund IV-C LP**, personally appeared before me this day and acknowledged that due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal the 21st day of April, 2026.



Julie Gillett

Notary Public

My Commission Expires: 08/05/2026

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Orange

On April 23rd, 2020 before me, Marlise Marae Korzep, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

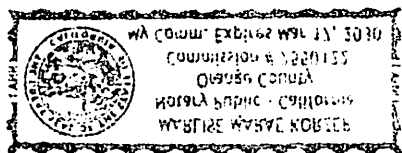
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

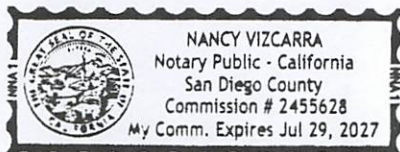
State of California

County of San Diego }

On 5/19/2026 before me, Nancy Vizcarra, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document Joint Agreement to improve major

Title or Type of Document: Subdivision, Tract No. 5615-3

Document Date: 5/19/26 Number of Pages: 18

Signer(s) Other Than Named Above: yes

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

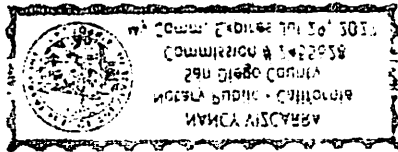
☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



[Handwritten signature]

[Faint handwritten text, possibly a date and name]

Attachment C
Faithful Performance Bond
(Public Improvements)

**JOINT IMPROVEMENT SECURITY AGREEMENT
FAITHFUL PERFORMANCE BOND**
(PDS2025-LDMJIP-50112 PA-2)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the Rainbow Municipal Water District ("District"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5615-3**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-3" ("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 Philadelphia Indemnity Insurance Company, organized and existing under the laws of the State of Pennsylvania, 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 **Thirteen Million Three Hundred Ninety Seven Thousand Six Hundred Dollars and No/100 (\$ 13,397,600.00)** 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. Security for the remaining five percent (5%) of the original surety bond shall continue in effect for one year following completion and acceptance of the required performance in order to secure the warranty.

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

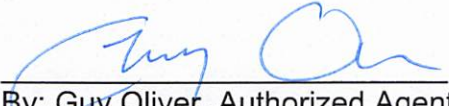
5. Surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Joint Agreement to Improve or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this surety bond, and it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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Owner and surety above named, on April 15, 2026.

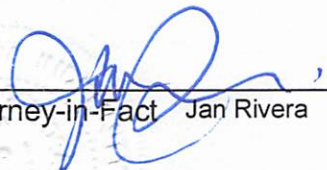
Owner
TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

Surety name and address

PHILADELPHIA INDEMNITY INSURANCE COMPANY

283 S. Lake Ave., Suite 160
Pasadena, CA 91101


Attorney-in-Fact Jan Rivera

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Orange

On April 21st, 2020 before me, Marlise Marae Korzep, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Marlise Marae Korzep
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

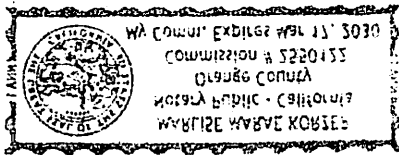
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On 04-15-2026 before me, Lisa Marie Saumur, Notary Public,

Date

*Here Insert Name and Title of the Officer*personally appeared Jan Rivera*Name(s) of Signer(s)*

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



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

WITNESS my hand and official seal.

Signature

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services**, Incits true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)



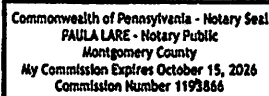
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Paula Lare



residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attachment D

Labor and Material Bond

(Public Improvements)

**JOINT IMPROVEMENT SECURITY AGREEMENT
LABOR AND MATERIAL BOND**
(PDS2025-LDMJIP-50112 PA-2)

WHEREAS, the Board of Supervisors of the County of San Diego, State of California, the the Rainbow Municipal Water District ("District"), and TH OCEAN BREEZE RANCH LLC, a California limited liability company ("Owner") have entered into the attached agreement whereby Owner agrees to perform certain acts and construct certain designated public improvements in connection with the approval of the subdivision **County of San Diego Tract No. 5615-3**, which said agreement, identified as "Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5615-3" ("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 Philadelphia Indemnity Insurance Company, organized and existing under the laws of the State of Pennsylvania, 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 **Six Million Six Hundred Ninety Eight Thousand Eight Hundred Dollars and No/100 (\$ 6,698,800.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees incurred by County or District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed and costs and to be included in the judgment therein rendered.

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

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

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

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

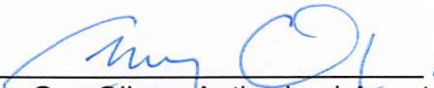
3. Surety hereby agrees to bind itself to, and to perform in strict accordance with, the provisions of this surety bond and the provisions of the Joint Agreement to Improve which pertain to security and security obligation.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on, April 15, 2026.

Owner

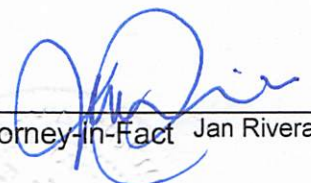
TH OCEAN BREEZE RANCH LLC, a California limited liability company


By: Guy Oliver, Authorized Agent

Surety name and address

PHILADELPHIA INDEMNITY INSURANCE COMPANY

283 S. Lake Ave., Suite 160
Pasadena, CA 91101


Attorney-in-Fact Jan Rivera

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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On April 21st, 2020 before me, Marlise Mara Korzep, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Guy Oliver
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Marlise Mara Korzep
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

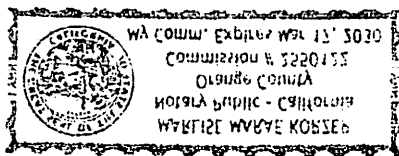
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 04-15-2026 before me, Lisa Marie Saumur, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jan Rivera
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Lourdes Landa, Mark Rosskopf, Lisa Saumur, Jan Rivera and Jessica Garcia of McGriff Insurance Services**, Incits true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.

(Seal)



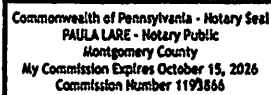
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Paula Lare



residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Attachment E

Director Approval



County of San Diego, Planning & Development Services

May 19, 2026

APPROVAL OF COUNTY OF SAN DIEGO TRACT NO. 5615-3:

APPROVAL OF FINAL MAP, ACCEPTANCE OF RELATED EASEMENTS AND APPROVAL OF AGREEMENT FOR PUBLIC AND PRIVATE IMPROVEMENTS FOR OCEAN BREEZE RANCH TENTATIVE MAP NO. 5615-3 LOCATED IN THE BONSALL AND FALLBROOK COMMUNITY PLAN AREA (DISTRICT: 5)

OVERVIEW: This is a request for the Director of Planning & Development Services to review and approve the Final Map for County of San Diego Tract No. 5615-3; accept related easements; and approve, authorize, and execute the Joint Agreement to Improve Major Subdivision for public and private improvements. County of San Diego Tract No. 5615-3, also known as also known as Ocean Breeze Ranch Tentative Map, Ocean Breeze Tentative Map No. 5615TER. This unit consists of a total of 241 lots, which includes 235 residential lots, three (3) HOA Open Space lots, two (2) HOA private park lots (Lots BBB and GGG), and one (1) HOA lift station lot (Lot DDD) on 48.592 acres total. The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County (Attachment A). The project site is located at 5820 West Lilac Road within the Bonsall and Fallbrook Community Plan Area of unincorporated San Diego County.

RECOMMENDATION(S)

DEPUTY DIRECTOR, PLANNING & DEVELOPMENT SERVICES (PDS)

1. Find that the approval of the Final Map (Attachment A), the Joint Agreement to Improve Major Subdivision (Joint Agreement for Improvements) (Attachment B) and associated actions for County of San Diego (County) Tract No. 5615-3 is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) of the CEQA Guidelines because the proposed request is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA review was completed in connection with the approval of each of the Tentative Maps, which were conditioned on completion of improvements identified in the improvement agreements. The proposed action does not change any improvement obligations imposed at the time of Tentative Map approval. Therefore, the request will not result in a direct or reasonably foreseeable indirect physical change in the environment.
2. Approve the Final Map for County Tract No. 5615-3.

3. Accept, on behalf of the public, Sea Mist Lane, Tide Lane, Pelican Drive, Coral Court, Ocean Place, Shore Lane, Turtle Drive and Pearl Court for use as public streets together with the right to extend and maintain drainage facilities, excavate and embankment slopes beyond the limits of said right of way, as shown on the Final Map.
 4. Accept, on behalf of the County, a perpetual easement for Park and Recreational purposes over that area shown as "Private Park Lot" over all of Lots BBB and GGG, as dedicated on the map.
 5. Approve and authorize the Clerk of the Board of Supervisors (Clerk) to execute the Joint Agreement for Improvements, which includes street improvements, drainage facilities, water facilities, sewer facilities, and final monumentation.
 6. Authorize the Clerk to forward the Final Map to the County Recorder for recordation.
-

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

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