



## Finance Committee Agenda

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Tuesday, May 13, 2025, 8:30 AM  
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR  
1 Civic Center Circle  
Brea, CA 92821

**MEMBERS:** Council Member Marty Simonoff and Council Member Steve Vargas

**ALTERNATES:** Mayor Pro Tem Cecilia Hupp and Council Member Christine Marick

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7684 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post document before the meeting.

### **Procedures for addressing the Committee**

Members of the public may offer comment by phone or email or may observe the meeting by attending in person. All requests to offer comment must be submitted via phone by calling (714) 990-7684 or by emailing [debbied@cityofbrea.gov](mailto:debbied@cityofbrea.gov) by 12:00 p.m. on the Monday prior to the meeting.

### **Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services Office at (714) 990-7684. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

***PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.***

## **1. CALL TO ORDER/ROLL CALL**

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- 1A. Attendees
- 1B. Matters from the Audience

## **2. CONSENT**

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- 2A. Approval of Minutes 04-29-2025

## **3. DISCUSSION**

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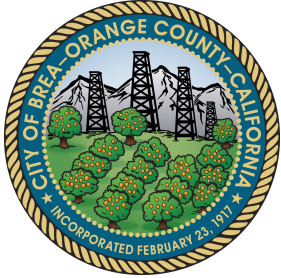
- 3A. Acceptance of Final Parcel Map No. 2022-179 for Subdivision at 915, 955, & 975 West Imperial Highway and 950 Mariner Street
- 3B. Acceptance of Final Parcel Map No. 2022-113 and Approval of Subdivision Improvement Agreement and Bonds for the Brea Mall Mixed-Use Project

#### **4. ADJOURNMENT**

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Next Scheduled Meeting: Tuesday, May 27, 2025 at 8:30 a.m.

*Date Posted: May 8, 2025*



# CITY *of* BREA

Communication  
May 13, 2025  
Item No. 2A.

## Approval of Minutes 04-29-2025

TO	PREPARED BY
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
	Kristin Griffin, City Manager

### Attachments

[Finance Committee-04-29-2025-minutesDraft.pdf](#)

## **Minutes for the Finance Committee**

1 Civic Center Circle, Brea, CA 92821

April 29, 2025, 8:35 AM - 8:36 AM

### **1. CALL TO ORDER/ROLL CALL**

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#### 1A. Attendees-

Council Member Marty Simonoff, Council Member Steve Vargas, Kristin Griffith, Jason Killebrew, Monica Lo, Michael Ho, Chief Adam Hawley, Sean Matlock, Ryan Chapman, Alicia Brenner, Matthew Cuevas, Bryan Hong, and Debbie Duff

#### 1B. Matters from the Audience-

None.

### **2. CONSENT**

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#### 2A. Approval Finance Committee Meeting Minutes - April 8, 2025-

The minutes were approved as written.

### **3. DISCUSSION**

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#### 3A. Approve Child Abuse Services Operational Agreement with University of California, Irvine-

The Finance Committee reviewed this item and recommended it for City Council action.

#### 3B. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2023-25-

The Finance Committee reviewed this item and recommended it for City Council action.

#### 3C. Joint Use Agreement Between City of Brea and Southern California Edison for the SR-57 & Lambert Road Interchange Improvements, CIP 7251-

The Finance Committee reviewed this item and recommended it for City Council action.

#### 3D. Second Amendment to the Waste Disposal Agreement with the County of Orange for Solid Waste Disposal Services-

The Finance Committee reviewed this item and recommended it for City Council action.

#### 3E. Award Contract with All American Asphalt in the Amount of \$2,349,866.00 for the Birch Street Phase 1A Street Improvements from N. Kraemer Boulevard to Valencia Avenue, CIP 7329-

The Finance Committee reviewed this item and recommended it for City Council action.

### **4. ADJOURNMENT**

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Council Member Marty Simonoff adjourned the meeting at 8:36 a.m.





## Finance Committee Communication

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### A. Acceptance of Final Parcel Map No. 2022-179 for Subdivision at 915, 955, & 975 West Imperial Highway and 950 Mariner Street

Meeting	Agenda Group
Tuesday, May 13, 2025, 8:30 AM	DISCUSSION Item: 3A.
TO	FROM
Finance Committee Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the Finance Committee recommend that the City Council take the following action:

1. Accept Final Parcel Map No. 2022-179 for 915, 955, & 975 West Imperial Highway and 950 Mariner Street; and
2. Accept the Subdivision Monument Bond and authorize the City Clerk to release it upon further notification from the Public Works Department.

### **BACKGROUND/DISCUSSION**

On June 25, 2024, the Planning Commission adopted Resolution No. PC 2024-06 to approve Tentative Parcel Map No. 2022-179, and to find the Project associated with the Tentative Parcel Map exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines, for the subdivision of two existing parcels into four parcels at 915, 955, & 975 West Imperial Highway and 950 Mariner Street. See Attachment A included herein for a project Location Map for reference. Resolution No. PC 2024-06 was approved with Conditions of Approval that identified requirements that James McGrade (Applicant), on behalf of Healthcare Property Advisors, was required to complete before project milestones.

Tentative Parcel Map 2022-179 proposed the subdivision of the two existing parcels into four new parcels, and the dedication of reciprocal easements for access, parking, and utility easements, on the overall 17.54-acre site located at 915, 955, & 975 West Imperial Highway and 950 Mariner Street. The Tentative Parcel Map was for subdivision purposes only, and no physical building or site modifications were proposed as part of the subdivision. That being said, Resolution No. PC 2024-06 included a condition of approval that requires the Applicant to make public sidewalk improvements along the project perimeter within the adjacent public right-of-way at the time of any future phased development of the parcels identified on Tentative Parcel Map No. 2022-179. Currently, no public improvements are associated with the proposed development or subdivision.

Per the Conditions of Approval from Resolution No. PC 2024-06, the Applicant was required complete the following items.

Covenants, Conditions, and Restrictions (CC&Rs)

To provide CC&Rs incorporating a reciprocal access and parking agreement for the parcels included within the subdivision, for City staff and the City Attorney's approval. In compliance with this condition of approval, the Applicant provided the CC&Rs for review, and City staff and the City Attorney have found the document to conform to the requirements of Resolution No. PC 2024-06.

#### Final Parcel Map

To prepare a Final Map that includes all proposed easement dedications and vacations for the review and tentative approval of City staff and the County of Orange Surveyor's Office. In compliance with the Conditions of Approval for the Project, the Applicant prepared Final Map No. 2022-179 for the review of City staff and the County of Orange Surveyor's Office. The County Surveyor's Office has reviewed and approved Final Parcel Map No. 2022-179 for technical correctness. City staff has determined the Final Parcel Map to conform with the State Subdivision Map Act, the Tentative Parcel Map, and City ordinances. See Attachment B for the Final Parcel Map for reference.

#### Subdivision Monument Bond

To submit a monumentation bond to guarantee the setting of the monuments as identified on the Final Map. The Applicant has provided a Subdivision Monument Bond for \$25,500 to ensure the setting of the property monuments identified on the Final Parcel Map. See Attachment C for the Subdivision Monument Bond for reference.

### **SUMMARY/FISCAL IMPACT**

In compliance with Conditions of Approval, the Applicant has prepared Final Parcel Map No. 2022-179 for the Project. City staff has reviewed the Conditions of Approval outlined in Planning Commission Resolution No. PC 2024-06, and Final Parcel Map No. 2022-179, and has determined that all Conditions of Approval have been satisfied and that the Final Parcel Map conforms with Tentative Parcel Map No. 2022-179. Furthermore, the County and City Engineer has reviewed and approved the Final Parcel Map for technical correctness. There is no fiscal impact to the General Fund resulting from the acceptance of the Final Map or the Subdivision Monument Bond. Therefore, City staff recommends City Council accept Final Parcel Map No. 2022-179 and the Subdivision Monument Bond to ensure the setting of the property monuments as identified on the Final Parcel Map.

### **RESPECTFULLY SUBMITTED**

Kristin Griffith, City Manager

Prepared by: Ryan Chapman, PE, City Engineer

Concurrence: Michael Ho, PE, Director of Public Works

#### **Attachments**

[Attachment A - Location Map.pdf](#)

[Attachment B - Final Parcel Map 2022-179.pdf](#)

[Attachment C - Subdivision Monument Bond.pdf](#)

## Attachment A – Location Map





SHEET 1 OF 4 SHEETS  
4 NUMBERED PARCELS  
GROSS AREA: 17.639 ACRES  
NET AREA: 17.540 ACRES  
ALL OF TENTATIVE  
PARCEL MAP NO. 2022-179

# PARCEL MAP NO. 2022-179

IN THE CITY OF BREA, COUNTY OF ORANGE  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 2001-163 AS  
SHOWN ON A MAP FILED IN BOOK 335, PAGES 5, 6 AND 7, TOGETHER WITH  
PARCEL A OF PARCEL MAP NO. 80-1161 AS SHOWN ON A MAP FILED IN  
BOOK 163, PAGES 25 AND 26, BOTH OF PARCEL MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF ORANGE COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.  
ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: AUGUST, 2024

ACCEPTED AND FILED AT THE  
REQUEST OF  
COMMONWEALTH LAND TITLE COMPANY

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_ FEE: \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
HUGH NGUYEN  
COUNTY CLERK - RECORDER  
BY \_\_\_\_\_ DEPUTY

## OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, A BLANKET EASEMENT FOR RECIPROCAL INGRESS AND EGRESS PURPOSES AND FOR ACCESS AND PARKING PURPOSES BENEFITING ALL PARCELS.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, A BLANKET EASEMENT FOR RECIPROCAL SEWER, WATER, STORM DRAIN AND DRY UTILITY PURPOSES BENEFITING ALL PARCELS.

IMPERIAL MARINER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature] NAME: James C. McCord TITLE: President  
BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## BENEFICIARIES:

ADELFI CREDIT UNION, BENEFICIARY UNDER A DEED OF TRUST RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022000412563, OF OFFICIAL RECORDS.

BY: [Signature] NAME: Judy Dietz TITLE: Loan Operations Manager  
BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

FARMERS & MERCHANTS BANK OF LONG BEACH, BENEFICIARY UNDER A DEED OF TRUST RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022000412561, OF OFFICIAL RECORDS.

BY: [Signature] NAME: Phillip J. Bond TITLE: Executive Vice President  
BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## 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 } ss.  
COUNTY OF Los Angeles  
ON April 21, 2025 BEFORE ME, Patricia A. French, A NOTARY PUBLIC,  
PERSONALLY APPEARED James G. McGrade

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/IT/ 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:

SIGNATURE [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE  
Patricia A. French  
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Los Angeles COUNTY.  
MY COMMISSION EXPIRES: Feb. 9, 2028  
MY COMMISSION NO.: 2479414

## 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 } ss.  
COUNTY OF Los Angeles  
ON April 21, 2025 BEFORE ME, Patricia A. French, A NOTARY PUBLIC,  
PERSONALLY APPEARED Phillip J. Bond

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/IT/ 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:

SIGNATURE [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE  
Patricia A. French  
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Los Angeles COUNTY.  
MY COMMISSION EXPIRES: Feb. 9, 2028  
MY COMMISSION NO.: 2479414

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF IMPERIAL MARINER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN AUGUST, 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature] 04/17/2025  
ROBERT L. WHEELER IV, L.S. 8639 DATE



## CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH. THIS STATEMENT WILL BE EFFECTIVE ON THE DATE UPON WHICH THE COUNTY OF ORANGE APPROVES THE MAP AS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

RYAN S. CHAPMAN, R.C.E. NO. 86076  
CITY ENGINEER,  
CITY OF BREA



## COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS AP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR  
L.S. 8402



## CITY CLERK'S CERTIFICATE:

CITY OF BREA }  
STATE OF CALIFORNIA } ss.  
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

LILLIAN HARRIS-NEAL  
CITY CLERK OF THE CITY OF BREA

## COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA } ss.  
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

SHARI L. FREIDENRICH  
COUNTY TREASURER-TAX COLLECTOR BY: \_\_\_\_\_ TREASURER-TAX COLLECTOR

## 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 } ss.  
COUNTY OF Orange  
ON 4/23/2025 BEFORE ME, W.L. Burke, A NOTARY PUBLIC,  
PERSONALLY APPEARED Judy Dietz

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/IT/ 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:

SIGNATURE [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE  
W.L. Burke  
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS  
IN Orange COUNTY.  
MY COMMISSION EXPIRES: 2/01/2027  
MY COMMISSION NO.: 2436078



SHEET 2 OF 4 SHEETS  
4 NUMBERED PARCELS  
GROSS AREA: 17.639 ACRES  
NET AREA: 17.540 ACRES  
ALL OF TENTATIVE  
PARCEL MAP NO. 2022-179

PARCEL MAP NO. 2022-179  
IN THE CITY OF BREA, COUNTY OF ORANGE  
STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES IRVINE, INC.  
ROBERT L. WHEELER IV, L.S. 8639      DATE OF SURVEY: AUGUST, 2024

MONUMENT NOTES:

2" I.P. TAGGED L.S. 8639 OR LEAD, TACK & TAG L.S. 8639 OR NAIL & TAG L.S. 8639 OR 8" SPIKE & WASHER STAMPED L.S. 8639 TO BE SET AT ALL TRACT BOUNDARY CORNERS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

1" I.P. TAGGED L.S. 8639 OR LEAD, TACK & TAG L.S. 8639 OR NAIL & TAG L.S. 8639 OR 8" SPIKE & WASHER STAMPED L.S. 8639 TO BE SET AT ALL LOT CORNERS, WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

8" SPIKE & WASHER STAMPED L.S. 8639 OR LEAD, TACK & TAG L.S. 8639 OR 1" I.P. TAGGED L.S. 8639 TO BE SET AT ALL STREET CENTERLINE POINTS OF CONTROL, WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

LEAD, TACK & TAG L.S. 8639 TO BE SET IN TOP OF CURB ON ALL SIDE LOT LINES AT THE OFFSET INDICATED BY THE P# SHOWN FROM FRONT LOT CORNER FOR ALL SIDE LOT LINES, WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

P# INDICATES BEARING AND DISTANCE OF LOT LINE PRODUCTION FROM LOT CORNER TO MONUMENT.

▲ INDICATES FOUND COUNTY OF ORANGE GPS CONTROL MONUMENT AS NOTED.

● INDICATES MONUMENT FOUND AS NOTED.

■ INDICATES NOTHING TO BE SET.

M1 FOUND MAG NAIL AND WASHER STAMPED "LS 5411" PER CORNER RECORD 2009-3372, FLUSH

M2 FOUND MAG NAIL AND WASHER STAMPED "LS 5411" PER CORNER RECORD 2010-0004, FLUSH

M3 FOUND MAG NAIL AND WASHER STAMPED "LS 5411" PER CORNER RECORD 2010-0004, FLUSH

M4 FOUND 2-1/2" BRASS DISK STAMPED "CAL DEPT TRANS" IN MONUMENT WELL, PER CORNER RECORD 2009-0035, DOWN 0.8'

M5 FOUND MAG NAIL AND WASHER STAMPED "LS 5411" FLUSH, NO REFERENCE. ESTABLISHED BY TANGENT RECORD RADIUS CURVE BETWEEN M3 AND M4 PER R1, R2. MONUMENT IS S75°40'40"W 0.08' FROM ESTABLISHED POINT.

M6 FOUND MAG NAIL AND WASHER STAMPED "LS 5411" FLUSH, NO REFERENCE. ESTABLISHED BY TANGENT RECORD RADIUS CURVE BETWEEN M3 AND M4 PER R1, R2. MONUMENT IS N70°51'03"W 0.11' FROM ESTABLISHED POINT.

M7 FOUND 2-1/2" BRASS DISK STAMPED "CAL DEPT TRANS" IN MONUMENT WELL, PER CORNER RECORD 2022-0322, DOWN 0.6'

M8 FOUND MAG NAIL AND WASHER STAMPED "ON POINT LS 8133" PER CORNER RECORD CR 2022-0323, FLUSH.

M9 FOUND BENT BOAT SPIKE, NO TAG. LOCATED AT CENTER OF HOLE IN ASPHALT. ACCEPTED AS THE CENTERLINE B.C. OF MARINER STREET PER R1, R3.

M10 FOUND SPIKE AND WASHER STAMPED "LS 3347" PER R1, R3, FLUSH.

M11 FOUND SPIKE AND WASHER STAMPED "LS 3347" PER R1, R3, FLUSH.

M12 SEARCHED FOUND NOTHING. ESTABLISHED BY INTERSECTION OF THE S'LY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 30.00' W'LY OF M1 AND M2, AND A LINE BETWEEN M4 AND M7 PER R1, R2.

M13 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD DISTANCE FROM M12 TO M11 PER R1, R2.

M14 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD DISTANCE FROM M13 WITH A LINE PARALLEL WITH AND DISTANT 50.00' N'LY OF A LINE BETWEEN M4 AND M7 PER R2.

M15 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD OFFSET (30.00') FROM M2 PER R2.

M16 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD OFFSET (30.00') FROM M3 PER R2.

M17 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD OFFSET (30.00') FROM M5 PER R2.

M18 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD OFFSET (30.00') FROM M6 PER R2.

M19 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD DISTANCE FROM M18 WITH A LINE PARALLEL TO M6-M4 PER R2.

M20 FOUND 1" IRON PIPE, ILLEGIBLE, DOWN 1.7', HELD FOR LINE THROUGH M22 AND ESTABLISHED BY RECORD DISTANCE FROM M22 PER R1. MONUMENT IS N80°08'13"W 0.08' FROM ESTABLISHED POINT.

M21 SEARCHED FOUND NOTHING. ESTABLISHED BY THE W'LY PROLONGATION OF A LINE BETWEEN M14 AND M13 AT RECORD DISTANCE FROM M13 PER R1.

M22 FOUND 1" IRON PIPE, ILLEGIBLE, DOWN 1.4', ACCEPTED AS 1" IRON PIPE TAGGED "LS 3347" PER R1.

M23 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD ANGLE AND DISTANCE FROM M22-M46 PER R1.

M24 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD TANGENT CURVE FROM M21 PER R1.

M25 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD DISTANCE (77.04') FROM M7 TO M4 PER R1.

M26 SEARCHED FOUND NOTHING. ESTABLISHED BY INTERSECTION OF A LINE AT RIGHT ANGLES TO M7 AND M4 THROUGH M25 AND A LINE PARALLEL WITH AND DISTANT 60.00' N'LY OF THE LINE BETWEEN M4 AND M7 PER R1

M27 FOUND 1" IRON PIPE, NO TAG, DOWN 0.8'. ESTABLISHED BY RECORD DISTANCE FROM M26 PER R1. MONUMENT IS S10°07'14"E 0.09' FROM ESTABLISHED POINT.

M28 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD ANGLES AND DISTANCE FROM M27 PER R1.

M29 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD ANGLES AND DISTANCE FROM M27 PER R1.

M30 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD DISTANCE FROM M7 TO M8 PER R1.

M31 SEARCHED FOUND NOTHING. ESTABLISHED BY INTERSECTION OF A LINE AT RIGHT ANGLES TO M7 AND M8 THROUGH M30 AND A LINE PARALLEL WITH AND DISTANT 50.00' E'LY OF THE LINE BETWEEN M7 AND M8 PER R1.

M32 FOUND 1" IRON PIPE, NO TAG, DOWN 1.4'. ESTABLISHED BY INTERSECTION OF A LINE FROM THE FOUND MONUMENT AT RIGHT ANGLES TO THE LINE BETWEEN M7 AND M8 WITH A LINE PARALLEL WITH AND DISTANT 50.00' E'LY OF M7 AND M8 PER R1. MONUMENT IS N89°07'04"W 0.07' FROM ESTABLISHED POINT.

M33 FOUND 2" IRON PIPE, NO TAG, DOWN 0.3'. ESTABLISHED BY INTERSECTION OF A LINE FROM M32 AT RIGHT ANGLES TO M7 AND M8 WITH A LINE PARALLEL WITH AND DISTANT 40.00' E'LY OF M7 AND M8 PER R1. MONUMENT IS S46°43'53"W 0.12' AT CENTER OF PIPE FROM ESTABLISHED POINT.

M34 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD DISTANCE FROM M8 TO M7 PER R1.

M35 SEARCHED FOUND NOTHING. ESTABLISHED BY INTERSECTION FROM A LINE AT RIGHT ANGLE TO M7 AND M8 THROUGH M34 AND A LINE PARALLEL WITH AND DISTANT 40.00' E'LY OF THE LINE BETWEEN M7 AND M8 PER R1.

M36 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD DISTANCE FROM M8 TO M9 PER R1

M37 SEARCHED FOUND NOTHING. ESTABLISHED BY INTERSECTION FROM A LINE AT RIGHT ANGLES TO M8 AND M9 THROUGH M36 AND A LINE PARALLEL WITH AND DISTANT 30.00' S'LY OF THE LINE BETWEEN M8 AND M9 PER R1.

M38 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD DISTANCE FROM M11 TO M15 PER R1.

M39 FOUND LEAD TACK AND TAG STAMPED "LS 3347" IN LIEU OF 1" IRON PIPE TAGGED "LS 3347" PER R1, R3.

M40 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD OFFSET (30.00') FROM M9 PER R1, R3.

M41 SEARCHED FOUND NOTHING. ESTABLISHED AT RECORD OFFSET (30.00') FROM M10 PER R1, R3.

M42 FOUND LEAD TACK AND TAG STAMPED "LS 7038" PER R1.

M43 FOUND 1" IRON PIPE TAGGED "LS 7038" PER R1.

MONUMENT NOTES (CONTINUED):

M44 FOUND 1" IRON PIPE, NO TAG, DOWN 0.3'. ESTABLISHED BY RECORD ANGLE AND DISTANCE FROM M43 PER R1. MONUMENT IS S15°44'49"W 0.09' FROM ESTABLISHED POINT.

M45 SEARCHED FOUND NOTHING. ESTABLISHED RECORD ANGLE AND DISTANCE FROM M43 PER R1.

M46 FOUND 1" IRON PIPE TAGGED "LS 7038" PER R1, DOWN 0.4'.

M47 FOUND 1" IRON PIPE, ILLEGIBLE, DOWN 0.4'. ESTABLISHED BY RECORD ANGLE AND DISTANCE BETWEEN M22 AND M46 PER R1. MONUMENT IS N11°40'36"E 0.09' FROM ESTABLISHED POINT.

M48 FOUND 1" IRON PIPE TAGGED "LS 7038" PER R1, DOWN 0.2'. ESTABLISHED BY RECORD ANGLE AND DISTANCE BETWEEN M22 AND M46 PER R1. MONUMENT IS N28°42'39"W 0.10' FROM ESTABLISHED POINT.

M49 SEARCHED FOUND NOTHING. ESTABLISHED BY RECORD ANGLE AND DISTANCE BETWEEN M22 AND M46 PER R1.

M50 FOUND 1" IRON PIPE TAGGED "LS 7038" PER R1. ESTABLISHED BY RECORD ANGLE AND DISTANCE BETWEEN M22 AND M46 PER R1. MONUMENT IS N15°49'51"W 0.06' FROM ESTABLISHED POINT.

M51 FOUND 1" IRON PIPE, NO TAG, DOWN 0.2'. ESTABLISHED BY RECORD ANGLE AND DISTANCE BETWEEN M22 AND M46 PER R1. MONUMENT IS N22°30'57"W 0.09' FROM ESTABLISHED POINT.

M52 FOUND LEAD TACK AND TAG STAMPED "LS 7038" PER R1. ESTABLISHED BY INTERSECTION OF RECORD CURVE FROM M46 AND A LINE PARALLEL WITH AND DISTANT 50.00' N'LY OF M4 AND M7 PER R1. MONUMENT IS N21°31'50"E 0.06' FROM ESTABLISHED POINT.

M53 SEARCHED FOUND NOTHING. ESTABLISHED BY TIES PER R4.

M54 FOUND SPIKE AND WASHER STAMPED "LS 5411" PER CORNER RECORD 2009-3372. MONUMENT IS S34°42'52"E 1.96' FROM M53.

M55 SEARCHED FOR O.C.S. SPIKE AND WASHER PER R1 FOUND NOTHING. ESTABLISHED BY THE E'LY PROLONGATION OF A LINE FROM M7 THROUGH M4 AT RECORD DISTANCE PER R1. NOTE: O.C.S. MONUMENT SHOWN ON R5 BEING 0.335M (1.10') S'LY OF A SPIKE AND WASHER STAMPED "RCE 20206".

M56 FOUND 2-1/2" BRASS DISK STAMPED "CAL DEPT TRANS" IN MONUMENT WELL, PER CORNER RECORD 2022-0307, DOWN 0.8'. MONUMENT IS N00°40'33"W 1.07' FROM M55.

M57 SEARCHED FOUND NOTHING. ESTABLISHED BY A TANGENT CURVE AT RECORD RADIUS BETWEEN M24 AND M20 PER R1.

BASIS OF BEARINGS:

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) WHC1 AND SPMS BEING NORTH 86°07'28.94"EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD (2017.50 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99999600 (COMBINATION FACTOR IS PROJECT SPECIFIC).

RECORD DATA NOTES:

( ) INDICATES RECORD DATA AS NOTED.

[ ] INDICATES RECORD AND MEASURED DATA AS NOTED.

R1 RECORD DATA PER PARCEL MAP NO. 2001-163, P.M.B. 335/5-7.

R2 RECORD DATA PER PARCEL MAP NO. 80-1161, P.M.B. 163/25-26.

R3 RECORD DATA PER PARCEL MAP NO. 2000-103, P.M.B. 316/28-31.

R4 RECORD DATA PER CITY TIES FB NO. C-3, PAGE 201.

R5 RECORD DATA PER RECORD OF SURVEY NO. 2003-1064, R.S.B. 196/32-34.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (A)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

UNION OIL COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND POLE LINES PURPOSES, RECORDED JANUARY 3, 1942 IN BOOK 1130, PAGE 257, OF OFFICIAL RECORDS. (BLANKET IN NATURE)

CITY OF BREA, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN PUBLIC STORM DRAIN AND SANITARY SEWER SYSTEMS AND APPURTENANCES PURPOSES, RECORDED APRIL 21, 1977 IN BOOK 12157, PAGE 998, OF OFFICIAL RECORDS.

CITY OF BREA, HOLDER OF AN EASEMENT FOR SEWER AND STORM DRAIN PURPOSES, AS DEDICATED ON PARCEL MAP NO. 80-1161 IN BOOK 163, PAGE 25 AND 26, OF PARCEL MAPS.

CITY OF BREA, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY AND STORM DRAIN PURPOSES, AS DEDICATED ON PARCEL MAP NO. 2000-103 IN BOOK 316, PAGE 28, OF PARCEL MAPS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES PURPOSES, RECORDED APRIL 11, 2022 AS INSTRUMENT NO. 2002-0305551, OF OFFICIAL RECORDS.

AN EASEMENT TO THE PUBLIC FOR STREET PURPOSES AS DEDICATED ON PARCEL MAP NO. 2001-163 IN BOOK 335, PAGES 5 THROUGH 7, INCLUSIVE, OF PARCEL MAPS.



# PARCEL MAP NO. 2022-179

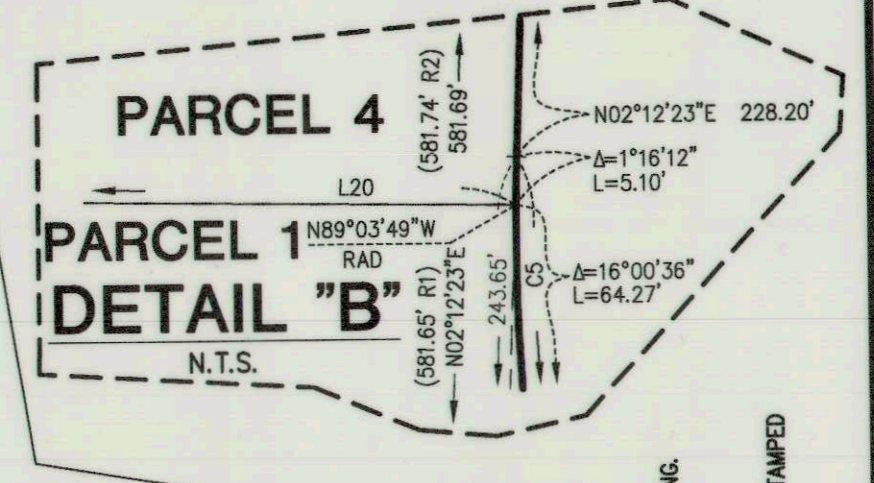
IN THE CITY OF BREA, COUNTY OF ORANGE  
STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES IRVINE, INC.  
ROBERT L WHEELER IV, L.S. 8639 DATE OF SURVEY: AUGUST, 2024

SHEET 3 OF 4 SHEETS  
SCALE: 1" = 80'  
4 NUMBERED PARCELS  
GROSS AREA: 17.639 ACRES  
NET AREA: 17.540 ACRES  
ALL OF TENTATIVE  
PARCEL MAP NO. 2022-179

WHC1  
N 2,304,796.11  
E 6,021,688.84  
THIS IS A CONTINUOUS GPS STATION (CGPS) AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE NETWORK (CSRN). DATA CAN BE DOWNLOADED FROM THE CSRC WEB SITE @ HTTP://SOPAC-CSRC.UCSD.EDU. HORIZONTAL AND VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS A TOPCON TPSCR.G3 WITH SCIT RADOME (ANTENNA CALIBRATION MODEL TPSCR.G3 SCIS). TRUE VERTICAL ANTENNA HEIGHT IS FROM THE GEODETIC REFERENCE POINT (GRP) TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.000 METERS (0.000 FEET).

TWMS  
N 2,300,645.11  
E 6,114,304.50  
THIS IS A CONTINUOUS GPS STATION (CGPS) AND IS PART OF THE CALIFORNIA SPATIAL REFERENCE NETWORK (CSRN). DATA CAN BE DOWNLOADED FROM THE CSRC WEB SITE @ HTTP://SOPAC-CSRC.UCSD.EDU. HORIZONTAL AND VERTICAL DATUM IS TO THE GEODETIC REFERENCE POINT (GRP). THE ANTENNA IS A TOPCON TPSCR.G3 WITH SCIT RADOME (ANTENNA CALIBRATION MODEL TPSCR.G3 SCIS). TRUE VERTICAL ANTENNA HEIGHT IS FROM THE GEODETIC REFERENCE POINT (GRP) TO THE BOTTOM OF THE ANTENNA PRE-AMP (BPA) AND IS 0.008 METERS (0.027 FEET).



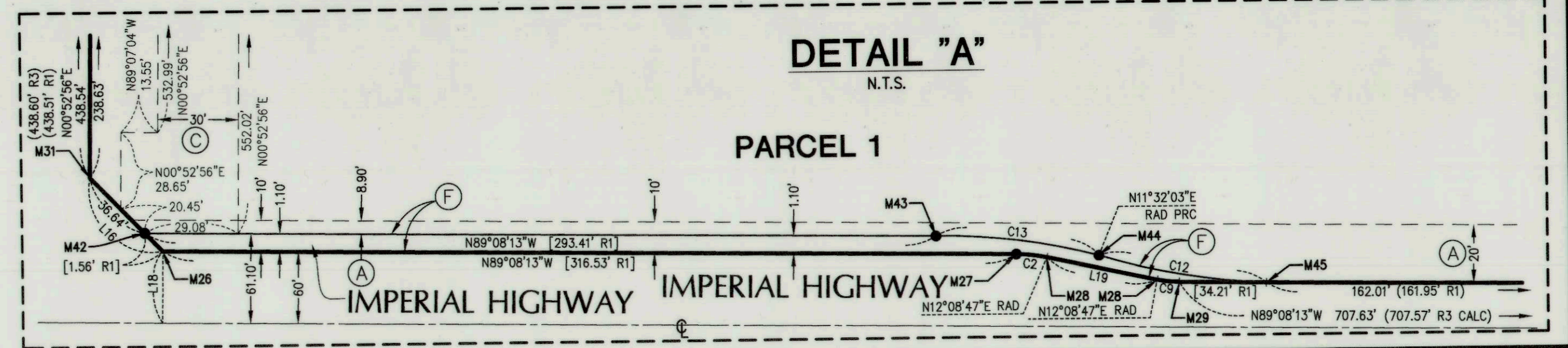
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	11°17'00"	42.00'	8.27' R1
C2	11°17'00"	58.00'	11.42' R1
C3	11°09'39"	58.00'	11.30'
C4	10°55'36"	170.00'	32.42'
C5	17°16'48"	230.00'	69.37'
C6	4°26'37"	340.00'	26.37'
C7	25°32'40"	370.00'	164.96'
C8	32°22'09"	310.00'	175.13' R1, R3
C9	11°17'00"	42.00'	8.27' R1, R3
C10	14°03'51"	177.17'	43.49' R1
C11	14°03'51"	193.17'	47.42' R1
C12	10°40'16"	313.03'	58.30' R1
C13	10°40'16"	329.03'	61.28' R1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N79°34'47"E	41.23' R1
L2	N89°08'13"W	60.00' R1
L3	N77°58'34"W	41.80' (41.68' R1)
L4	N89°08'13"W	42.18'
L5	N43°20'33"E	36.87' (36.86' R2)
L6	N00°51'47"E	50.00'
L7	N85°51'11"E	30.00'
L8	N04°08'49"W	19.90' R2
L9	N40°36'49"W	42.30' (42.32' R1, R3)
L10	N87°47'37"W	30.00'
L11	N06°49'02"E RAD	30.00'
L12	N43°21'52"E	39.31' R1, R3
L13	N89°07'04"W	10.00' R1, R3
L14	N00°00'27"W	30.00'
L15	N89°07'04"W	40.00'
L16	N44°08'04"W	38.20' (38.19' R1)
L17	N89°07'04"W	50.00'
L18	N00°51'47"E	60.00'
L19	N77°58'34"W	41.68' R1, R3
L20	N89°02'57"W	29.40'
L21	N89°08'13"W	123.09' R1
L22	N00°52'56"E	82.53' R1, R3
L23	N04°08'49"W	100.02' (100.00' R1, R2)
L24	N85°37'40"W	64.81' (64.83' R4)
L25	N70°34'52"E	65.58' (65.59' R4)
L26	N23°20'06"W	26.90' (26.91' R4)
L27	N28°17'05"E	26.95' (26.96' R4)

## EASEMENT NOTES:

- (A) INDICATES AN EASEMENT TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN PUBLIC STORM DRAIN AND SANITARY SEWER SYSTEMS AND APPURTENANCES PURPOSES IN FAVOR OF THE CITY OF BREA, A MUNICIPAL CORPORATION, RECORDED APRIL 21, 1977 IN BOOK 12157, PAGE 998, OF OFFICIAL RECORDS.
  - (B) INDICATES AN EASEMENT FOR SEWER AND STORM DRAIN PURPOSES IN FAVOR OF CITY OF BREA, AS DEDICATED ON PARCEL MAP NO. 80-1161 IN BOOK 163, PAGE 25 AND 26, OF PARCEL MAPS.
  - (C) INDICATES AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR THE CITY OF BREA, AS DEDICATED ON PARCEL MAP NO. 2000-103 IN BOOK 316, PAGE 28, OF PARCEL MAPS.
  - (D) INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR THE CITY OF BREA, AS DEDICATED ON PARCEL MAP NO. 2000-103 IN BOOK 316, PAGE 28, OF PARCEL MAPS.
  - (E) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, RECORDED APRIL 11, 2022 AS INSTRUMENT NO. 2002-0305551, OF OFFICIAL RECORDS. (SEE SHEET 4).
  - (F) INDICATES AN EASEMENT TO THE PUBLIC FOR STREET PURPOSES AS DEDICATED ON PARCEL MAP NO. 2001-163 IN BOOK 335, PAGES 5 THROUGH 7, INCLUSIVE, OF PARCEL MAPS.
- A BLANKET EASEMENT FOR RECIPROCAL INGRESS AND EGRESS PURPOSES AND FOR ACCESS AND PARKING BENEFITING ALL PARCELS RESERVED HEREON FOR FUTURE GRANT.
- A BLANKET EASEMENT FOR A RECIPROCAL SEWER, WATER, STORM DRAIN AND DRY UTILITY EASEMENT BENEFITING ALL PARCELS RESERVED HEREON FOR FUTURE GRANT.
- A BLANKET EASEMENT FOR PIPELINES AND POLE LINES PURPOSES IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA, A CORPORATION RECORDED JANUARY 3, 1942 IN BOOK 1130, PAGE 257, OF OFFICIAL RECORDS.

SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF BEARINGS, DATUM STATEMENT, RECORD DATA NOTES.



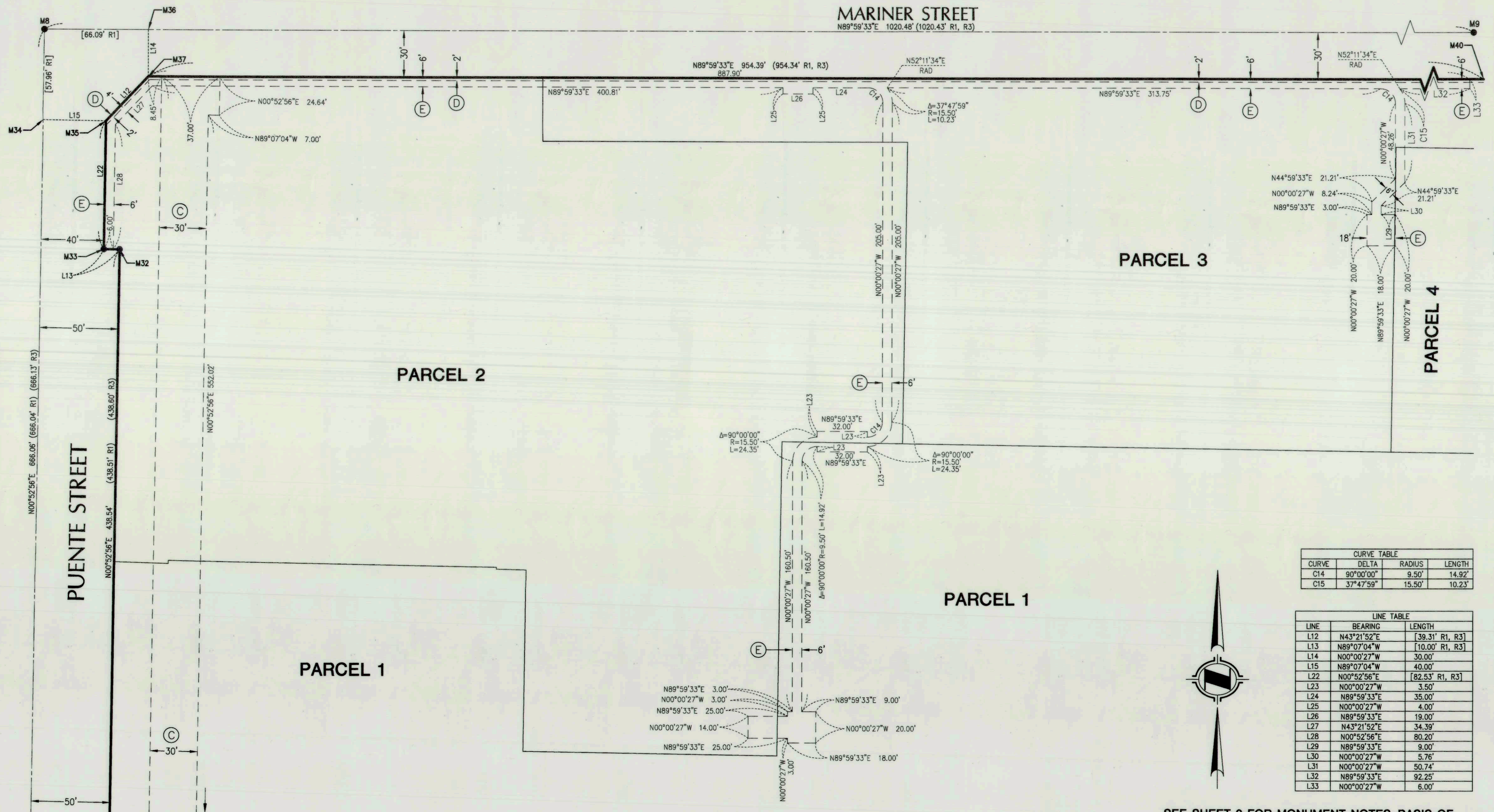


SHEET 4 OF 4 SHEETS  
 SCALE: 1" = 40'  
 4 NUMBERED PARCELS  
 GROSS AREA: 17.639 ACRES  
 NET AREA: 17.540 ACRES  
 ALL OF TENTATIVE  
 PARCEL MAP NO. 2022-179

# PARCEL MAP NO. 2022-179

IN THE CITY OF BREA, COUNTY OF ORANGE  
 STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES IRVINE, INC.  
 ROBERT L. WHEELER IV, L.S. 8639 DATE OF SURVEY: AUGUST, 2024



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C14	90°00'00"	9.50'	14.92'
C15	37°47'59"	15.50'	10.23'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N43°21'52"E	39.31' R1, R3
L13	N89°07'04"W	10.00' R1, R3
L14	N00°00'27"W	30.00'
L15	N89°07'04"W	40.00'
L22	N00°52'56"E	82.53' R1, R3
L23	N00°00'27"W	3.50'
L24	N89°59'33"E	35.00'
L25	N00°00'27"W	4.00'
L26	N89°59'33"E	19.00'
L27	N43°21'52"E	34.39'
L28	N00°52'56"E	80.20'
L29	N89°59'33"E	9.00'
L30	N00°00'27"W	5.76'
L31	N00°00'27"W	50.74'
L32	N89°59'33"E	92.25'
L33	N00°00'27"W	6.00'

SEE SHEET 2 FOR MONUMENT NOTES, BASIS OF  
 BEARINGS, DATUM STATEMENT, RECORD DATA NOTES.



**Subdivision Monument Bond**

**WHEREAS**, the City of Brea , State of California, and Imperial Mariner, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal has presented to the City for its approval a Final Subdivision Map, which Map carries the Engineer's or Surveyor's certificate that the monuments will be set on or before a specified later date, which said agreement, identified as Project Parcel Map No. 2022-179 and dated \_\_\_\_\_, 20\_\_ ("Agreement"), and, is hereby referred to and made a part hereof; and

**WHEREAS**, said Principal shall insure the setting of monuments and to guarantee payment to the Engineer or Surveyor for setting such monuments in said Subdivision, and as a prerequisite to the approval of said Final Subdivision Map; and

**NOW, THEREFORE**, we the Principal and Indemnity National Insurance Company as Surety, are held and firmly bound unto the City of Brea, California, in the penal sum of **Twenty-Five Thousand, Five Hundred and 00/100 Dollars (\$25,500.00)**, lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, their heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement 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 his or their true intent and meaning, and shall indemnify and save harmless the City of Brea, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

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



The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications. The Surety further stipulates and agrees that its obligations and liability on this bond shall be released only upon final completion and City's acceptance of the work required pursuant to this Agreement.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety above named, on April 17, 2025.

Indemnity National Insurance Company

**SURETY**

By: Nicole M. Campbell  
Nicole M. Campbell  
Attorney-In-Fact  
(Title)

Imperial Mariner, LLC

**PRINCIPAL**

By: James McGrade  
James McGrade  
Manager

By: \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Two signatures are required for corporations unless corporate documents are provided that indicate otherwise.

*This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

## 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 23, 2025 before me, <sup>WLF</sup>~~James McGrade~~ W. L. Burke Notary Public  
(insert name and title of the officer)

personally appeared James McGrade,  
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.

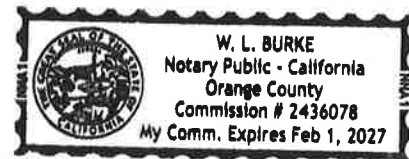
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

W. L. Burke

(Seal)



# 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 Tennessee  
County of Davidson

On April 17, 2025 before me, Adam Charles Milliren, personally appeared Nicole M. Campbell, 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 she/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 Tennessee, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Print Name Adam Charles Milliren

My commission expires December 1, 2025



## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: \*\*\*\*\*Nicole M. Campbell and Brianna Taylor Stephenson\*\*\*\*\* of \*\*\*\*\*Parrot Surety Services, LLC\*\*\*\*\* to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed \*\*\*\*\*Ten million dollars (\$10,000,000.00)\*\*\*\*\* each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,  
(i) when signed by the president, or any vice president, and sealed with the Company seal; or  
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



Indemnity National Insurance Company

By Thomas F. Elkins  
Thomas F. Elkins, President

State of Kentucky  
County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy  
Notary Public

My Commission Expires 09/26/2025

### CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 17th day of April, 2025.



By James E. Hart  
James E. Hart, Secretary



## Finance Committee Communication

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### **B. Acceptance of Final Parcel Map No. 2022-113 and Approval of Subdivision Improvement Agreement and Bonds for the Brea Mall Mixed-Use Project**

Meeting	Agenda Group
Tuesday, May 13, 2025, 8:30 AM	DISCUSSION Item: 3B.
TO	FROM
Finance Committee Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the Finance Committee recommend that the City Council take the following action:

1. Accept Final Parcel Map No. 2022-113 for the Brea Mall Mixed-Use Project;
2. Approve the Subdivision Improvement Agreement and Bonds for Final Parcel Map No. 2022-113 for the Brea Mall Mixed-Use Project; and
3. Authorize the Mayor to execute the Subdivision Improvement Agreement and authorize the City Manager to execute any non-monetary amendments and ancillary documents subsequently required to implement the Subdivision Improvement Agreement.

### **BACKGROUND/DISCUSSION**

On May 2, 2023, City Council adopted Resolution No. 2023-024 to certify the Final Environmental Impact Report, adopted Resolution No. 2023-025 to approve General Plan Amendment No. 2020-01, and adopted Resolution No. 2023-028 approving Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18, and adopted Resolution No. 2023-027 approving Precise Development Plan No. 2020-02 to demolish the former Sears Department Store building, auto center, and adjacent surface parking lot, and develop the Brea Mall Mixed-Use Project. Additionally, as part of this item, City Council adopted Resolution No. 2023-026 approving Tentative Parcel Map No. 2022-113 to reconfigure three parcels into four parcels for the Brea Mall Mixed-Use Project. See Attachment A included herein for a project Location Map for reference. Subsequently on May 16, 2023, City Council adopted Ordinance No. 1237 approving Zone Change No. 2020-01, and adopted Ordinance No. 1236 approving Development Agreement No. 2020-01 for the Brea Mall Mixed-Use Project. Both Resolution No. 2023-026, regarding the Tentative Parcel Map, and Ordinance No. 1236, regarding the Development Agreement, were approved with Conditions of Approval and agreement terms that identified requirements that the Applicant, Simon Property Group, was required to complete before project milestones.

Tentative Parcel Map 2022-113 proposed reconfiguring the 15.5-acre site from three parcels into four parcels, and the dedication of separate easements for public utility purposes, to facilitate the Brea Mall Mixed-Use Project (Project) development. This Project proposed the demolition of a 161,990 square-foot Sears department store building, the construction of retail and restaurant space totaling approximately 119,415 square feet, the construction of a five-story, approximately 297,069 square-foot multi-family residential building, the construction of a two-story, approximately 90,000 square-foot fitness center, a surface parking area, and two outdoor gathering spaces on the 15.5-acre portion of land within the southwest portion of the overall 74-acre Brea Mall site. Proposed public improvements associated with the proposed development included the removal and relocation of existing underground utility infrastructure within the private property, utility connections to public infrastructure within S. Randolph Avenue and State College Boulevard, pavement restoration, removal, reconstruction, and associated signage and striping within S. Randolph Avenue, the installation of communications, video detection and surveillance, and traffic signal infrastructure modifications within S. Randolph Avenue and State College Boulevard, and the installation of catch basin inserts with the public right-of-way adjacent to the Project site.

According to the Conditions of Approval outlined in City Council Resolution No. 2023-026 and Resolution No. 2023-027, the Applicant, Simon Property Group, was required to prepare a Final Map that included all proposed public easement dedications and vacations for the review and tentative approval of City staff, and for the review and tentative approval by the County of Orange Surveyor's Office. In compliance with the Conditions of Approval for the Project, the Applicant prepared Final Map No. 2022-113 for the review of City staff and the County of Orange Surveyor's Office. The County Surveyor's Office has reviewed and approved Final Parcel Map No. 2022-113 for technical correctness. City staff has determined the Final Parcel Map to conform with the State Subdivision Map Act, the Tentative Parcel Map, and City ordinances. See Attachment B for the Final Parcel Map for reference.

Additionally, the Conditions of Approval required the Applicant to enter into a Subdivision Improvement Agreement to guarantee the installation and completion of the public improvements by providing bonds for Faithful Performance and Labor & Materials (Payment). To implement the aforementioned Condition of Approval, the Applicant desires to enter into a Subdivision Improvement Agreement and has provided a Performance Bond and a Payment Bond, both in the amount of \$2,375,720, and a Subdivision Monument Bond, for \$62,400, to guarantee the completion of all public improvements and to ensure the setting of the property monuments as identified on the Final Parcel Map. See Attachment C for the Subdivision Improvement Agreement and associated bonds for reference. This agreement has been reviewed as to form by City staff and the City Attorney.

## **SUMMARY/FISCAL IMPACT**

In compliance with Conditions of Approval, the Applicant has prepared Final Parcel Map No. 2022-113 for the Project. City staff has reviewed the Conditions of Approval outlined in City Council Resolution No. 2023-026 and Resolution No. 2023-027, and Final Parcel Map No. 2022-113, and has determined that all Conditions of Approval have been satisfied and that the Final Parcel Map conforms with Tentative Parcel Map No. 2022-113. Furthermore, the County and City Engineer has reviewed and approved the Final Parcel Map for technical correctness. To implement Conditions of Approval required on the Project, the Applicant desires to enter into a Subdivision Improvement Agreement and has provided a Performance Bond and a Payment Bond, both in the amount of \$2,375,720, and a Subdivision Monument Bond, for \$62,400, to guarantee the completion of all public improvements and to ensure the setting of the property monuments as identified on the Final Parcel Map. The Subdivision Improvement Agreement has been reviewed as to form by City staff and the City Attorney. There is no fiscal impact to the General Fund resulting from accepting the Final Map or approving the Subdivision Improvement Agreement. Therefore, City staff recommends that City Council accept Final Parcel Map No. 2022-113 and approve the Subdivision Improvement Agreement and Bonds for Final Parcel Map No. 2022-113 for the Brea Mall Mixed-Use Project.

## **RESPECTFULLY SUBMITTED**

Kristin Griffith, City Manager

Prepared by: Ryan Chapman, PE, City Engineer

Concurrence: Michael Ho, PE, Public Works Director

**Attachments**

[Attachment A - Location Map.pdf](#)

[Attachment B - Final Parcel Map 2022-113.pdf](#)

[Attachment C - Subdivision Improvement Agreement.pdf](#)



## Attachment A – Location Map





ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

## PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 3 OF PARCEL MAP NO. 91-196 AS PER MAP FILED IN BOOK 271, PAGES 28 THROUGH 31, INCLUSIVE, TOGETHER WITH PARCEL 2 OF PARCEL MAP NO. 87-382 AS PER MAP FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE, TOGETHER WITH PARCEL 3 AS SHOWN ON A MAP FILED IN BOOK 139, PAGES 12 THROUGH 16, INCLUSIVE, ALL OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

raSMITH

KENT COOPER, P.L.S. 9322

DATE: OCTOBER, 2023

ACCEPTED AND FILED  
AT THE REQUEST OF  
CHICAGO TITLE COMPANY

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
HUGH NGUYEN  
COUNTY CLERK-RECORDER  
BY: \_\_\_\_\_  
DEPUTY

## OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE PUBLIC AS AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: STATE COLLEGE BOULEVARD AND BIRCH STREET.

WE ALSO HEREBY DEDICATE, RELEASE AND RELINQUISH TO THE CITY OF BREA ALL VEHICULAR ACCESS RIGHTS TO STATE COLLEGE BOULEVARD, BIRCH STREET AND RANDOLPH AVENUE, EXCEPT AT APPROVED ACCESS LOCATIONS.

THE RETAIL PROPERTY TRUST, A MASSACHUSETTS BUSINESS TRUST

BY: [Signature]  
PRINT NAME: BRIAN McDADE  
TITLE: EXECUTIVE VICE PRESIDENT -  
CHIEF FINANCIAL OFFICER

NORDSTROM INC., A WASHINGTON CORPORATION

BY: [Signature]  
PRINT NAME: ANTON SEKORA  
TITLE: DIRECTOR OF REAL ESTATE

BREA MALL S&amp;S, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]  
PRINT NAME: BRIAN McDADE  
TITLE: EXECUTIVE VICE PRESIDENT -  
CHIEF FINANCIAL OFFICER

## 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 Indiana }  
COUNTY OF Marion } SS

ON March 5, 2025, BEFORE ME, Tina M. Pennington  
NOTARY PUBLIC, PERSONALLY APPEARED Brian J. Mc Dade

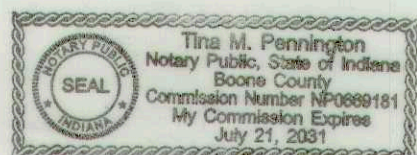
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),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

SIGNATURE Tina M. Pennington  
NOTARY PUBLIC IN AND FOR SAID STATE  
Tina M. Pennington  
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS  
IS IN Boone COUNTY.  
MY COMMISSION EXPIRES 7/21/2031  
COMMISSION NUMBER NP0649181



## ABANDONMENT NOTE

PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING PUBLIC EASEMENTS WITHIN THE BOUNDARY OF THIS MAP, WHICH WERE ACQUIRED BY THE CITY OF BREA AND WHICH ARE SPECIFICALLY REFERENCED AND NOT SHOWN ON THIS MAP:

PORTIONS OF THOSE CERTAIN EASEMENTS FOR DOMESTIC WATER PURPOSES, SANITARY SEWER PURPOSES AND INGRESS/EGRESS DEDICATED TO THE CITY OF BREA PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.

THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF BREA PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.

THAT CERTAIN EASEMENT FOR STORM DRAIN FACILITIES GRANTED TO THE CITY OF BREA PER DOCUMENT RECORDED DECEMBER 17, 1978 IN BOOK 12569, PAGE 1207 OF OFFICIAL RECORDS.

THAT CERTAIN EASEMENT GRANTED TO THE CITY OF BREA PER DOCUMENT RECORDED DECEMBER 17, 1978 IN BOOK 12569, PAGE 1215 OF OFFICIAL RECORDS.

THAT CERTAIN EASEMENT FOR PUBLIC SANITARY SEWERS GRANTED TO THE CITY OF BREA PER INST. NO. 95-0143650, RECORDED APRIL 5, 1995 IN OFFICIAL RECORDS.

THAT CERTAIN EASEMENT FOR PUBLIC PUBLIC WATER FACILITIES GRANTED TO THE CITY OF BREA PER INST. NO. 95-0240498, RECORDED JUNE 7, 1995 IN OFFICIAL RECORDS.

THOSE CERTAIN TEMPORARY EASEMENTS FOR CONSTRUCTION ACTIVITIES GRANTED TO THE CITY OF BREA PER INST. NO. 85-264614, INST. NO. 85-264615, INST. NO. 85-264616 AND INST. NO. 85-264617, ALL RECORDED JULY 18, 1985, IN OFFICIAL RECORDS.

THAT CERTAIN EASEMENT FOR PUBLIC ROADWAY, PUBLIC UTILITIES, STORM DRAIN AND SEWER PURPOSES GRANTED TO THE CITY OF BREA PER DOCUMENT RECORDED OCTOBER 21, 1969 IN BOOK 9112, PAGE 896, AND DOCUMENT RECORDED JUNE 15, 1973 IN BOOK 10751, PAGE 299, BOTH OF OFFICIAL RECORDS.

SEE SHEET 2 FOR SIGNATURE OMISSIONS AND ADDITIONAL NOTARY ACKNOWLEDGMENTS.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BREA MALL S&S, LLC, IN OCTOBER, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE ONE YEAR FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature]  
KENT COOPER, P.L.S. 9322

2/27/25  
DATE



## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH. THIS STATEMENT WILL BE EFFECTIVE ON THE DATE UPON WHICH THE COUNTY OF ORANGE APPROVES THE MAP AS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

RYAN CHAPMAN, R.C.E. 86076  
CITY ENGINEER, CITY OF BREA  
REGISTRATION EXPIRES 9/30/2026



## CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF BREA )

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS, THE DEDICATION OF THE EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF: STATE COLLEGE BOULEVARD AND BIRCH STREET.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF BREA:

THE VEHICULAR ACCESS RIGHTS TO STATE COLLEGE BOULEVARD, BIRCH STREET AND RANDOLPH AVENUE, AS DEDICATED, RELEASED AND RELINQUISHED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTIONS 66445(j) OF THE SUBDIVISION MAP ACT, THE FOLLOWING:

PORTIONS OF THE PUBLIC EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF BREA PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, NOT SHOWN ON THIS MAP.

THE PUBLIC EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF BREA PER DOCUMENTS RECORDED OCTOBER 21, 1969 IN BOOK 9112, PAGE 896; JUNE 15, 1973 IN BOOK 10751, PAGE 299; DECEMBER 17, 1978 IN BOOK 12569, PAGE 1207; DECEMBER 17, 1978 IN BOOK 12569, PAGE 1215; APRIL 5, 1995 AS INSTRUMENT NO. 95-0143650; JUNE 7, 1995 AS INSTRUMENT NO. 95-0240498; JULY 18, 1985, AS INSTRUMENT NO. 85-264614; JULY 18, 1985, AS INSTRUMENT NO. 85-264615; JULY 18, 1985, AS INSTRUMENT NO. 85-264616; AND JULY 18, 1985, AS INSTRUMENT NO. 85-264617, ALL OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

LILLIAN HARRIS-NEAL  
CITY CLERK OF THE CITY OF BREA

## COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR  
P.L.S. 8402.

## COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

SHARI L. FREIDENRICH  
COUNTY TREASURER - TAX COLLECTOR

BY: \_\_\_\_\_  
TREASURER - TAX COLLECTOR



ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

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 Indiana }  
COUNTY OF Marion } SS

ON March 5, 2025, BEFORE ME, Tina M. Pennington  
NOTARY PUBLIC, PERSONALLY APPEARED Brian Mc Dade

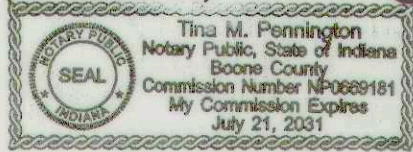
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),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

SIGNATURE Tina M. Pennington  
NOTARY PUBLIC IN AND FOR SAID STATE

Tina M. Pennington  
(PRINTED NAME)



MY PRINCIPAL PLACE OF BUSINESS  
IS IN Boone COUNTY.

MY COMMISSION EXPIRES 7/21/2031

COMMISSION NUMBER NP0669181

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 Washington }  
COUNTY OF King } SS

ON March 10, 2025, BEFORE ME, Jenny H. Dubow  
NOTARY PUBLIC, PERSONALLY APPEARED Anton Sekora

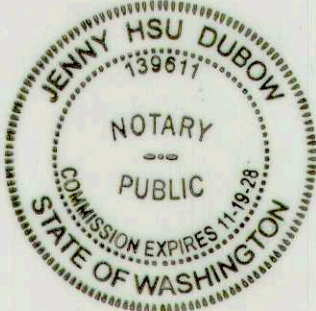
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),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

SIGNATURE Jenny H. Dubow  
NOTARY PUBLIC IN AND FOR SAID STATE

Jenny H. Dubow  
(PRINTED NAME)



MY PRINCIPAL PLACE OF BUSINESS  
IS IN King COUNTY.

MY COMMISSION EXPIRES 11/19/28

COMMISSION NUMBER 139611

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A)&(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

UNION OIL COMPANY OF CALIFORNIA, HOLDER OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER, AS RESERVED PER DOCUMENT RECORDED JUNE 15, 1973 IN BOOK 1075, PAGE 299 OF OFFICIAL RECORDS.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, HOLDER OF PERMANENT EASEMENTS FOR WATER PIPELINES PER DEEDS RECORDED AUGUST 7, 1940 IN BOOK 1053, PAGE 379, RECORDED MAY 6, 1975 IN BOOK 11394, PAGE 821 AND RECORDED MAY 6, 1975 IN BOOK 11394, PAGE 825, ALL OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PER DOCUMENT RECORDED APRIL 28, 1977 IN BOOK 12168, PAGE 1101; PER INST. NO. 86-114212, RECORDED MARCH 21, 1986; PER INST. NO. 86-190846, RECORDED MAY 12, 1986; PER INST. NO. 88-166281, RECORDED APRIL 12, 1988; PER INST. NO. 88-518468, RECORDED OCTOBER 11, 1988, AND RE-RECORDED JANUARY 4, 1989 AS INST. NO. 89-003112; PER INST. NO. 2020000219001, RECORDED MAY 14, 2020; PER INST. NO. 2021000212285, RECORDED MARCH 29, 2021; PER INST. NO. 20020473043, RECORDED JUNE 5, 2002; PER INST. NO. 2024000055834, RECORDED MARCH 13, 2024; PER INST. NO. 2023000306242, RECORDED DECEMBER 12, 2023; AND PER INST. NO. 2024000055835, RECORDED MARCH 13, 2024; AND HOLDER OF AN EASEMENT FOR AN EMERGENCY SWITCH GEAR DEVICE PER INST. NO. 91-695177, RECORDED DECEMBER 18, 1991, ALL IN OFFICIAL RECORDS.

AT&T, SUCCESSOR IN INTEREST TO PACIFIC BELL, HOLDER OF EASEMENTS FOR UNDERGROUND COMMUNICATION FACILITIES PER INST. NO. 86-218354, RECORDED MAY 28, 1986; PER INST. NO. 91-588744, RECORDED OCTOBER 29, 1991; AND PER INST. NO. 91-713913, RECORDED DECEMBER 27, 1991, ALL IN OFFICIAL RECORDS.

THE CITY OF BREA, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES PER DOCUMENT RECORDED SEPTEMBER 19, 1974 IN BOOK 11246, PAGE 1058 AND EASEMENT AMENDMENT RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 951; AN EASEMENT FOR SANITARY SEWERS PER DOCUMENT RECORDED FEBRUARY 17, 1978 IN BOOK 12569, PAGE 1223; AN EASEMENT FOR PUBLIC WATER FACILITIES PER DOCUMENT RECORDED FEBRUARY 23, 1979 IN BOOK 13043, PAGE 1475; AN EASEMENT FOR PUBLIC UTILITIES AND CABLE TELEVISION PURPOSES PER INST. NO. 85-264618, RECORDED JULY 18, 1985; AN EASEMENT FOR DRAINS FOR SEWER, WATER AND STORM PURPOSES PER INST. NO. 85-264619, RECORDED JULY 18, 1985; A NON-EXCLUSIVE EASEMENT FOR PUBLIC PARKING PURPOSES TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THE NEAREST PUBLIC STREET AND THE EASEMENT AREA ON SUCH DRIVEWAYS PER INST. NO. 93-0133067, RECORDED FEBRUARY 26, 1993, ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT PER INST. NO. 2016000464730, RECORDED SEPTEMBER 26, 2016 AND ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT PER INST. NO. 2017000464721, RECORDED NOVEMBER 1, 2017; AND AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, PUBLIC UTILITY, SEWER, STORM DRAIN, CABLE TV AND OTHER ANCILLARY HIGHWAY PURPOSES PER DOCUMENT RECORDED SEPTEMBER 19, 1974 IN BOOK 11246, PAGE 1067, ALL IN OFFICIAL RECORDS, AND HOLDER OF EASEMENTS FOR DOMESTIC WATER PURPOSES, SANITARY SEWER PURPOSES, INGRESS/EGRESS AND TRAFFIC SIGNAL APPURTENANCES AS DEDICATED PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.

SEARS, ROEBUCK AND CO., HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC, STREET AND HIGHWAY PURPOSES, AND ANCILLARY HIGHWAY PURPOSES PER DOCUMENT RECORDED IN BOOK 12088, PAGE 397, AND HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.

THE MAY DEPARTMENT STORES COMPANY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC, STREET AND HIGHWAY PURPOSES, AND ANCILLARY HIGHWAY PURPOSES PER DOCUMENT RECORDED IN BOOK 12088, PAGE 397, AND HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.

CARTER HAWLEY HALE STORES, INC., HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC, STREET AND HIGHWAY PURPOSES, AND ANCILLARY HIGHWAY PURPOSES PER DOCUMENT RECORDED IN BOOK 12088, PAGE 397, AND HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.

SANTA ANITA DEVELOPMENT CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC, STREET AND HIGHWAY PURPOSES, AND ANCILLARY HIGHWAY PURPOSES PER DOCUMENT RECORDED IN BOOK 12088, PAGE 397 OF OFFICIAL RECORDS.

CORPORATE PROPERTY INVESTORS, HOLDER OF A PERPETUAL, PERMANENT, IRREVOCABLE EASEMENT FOR AIR RIGHTS OVER THE TRUCK DOCK PER DOCUMENT RECORDED JANUARY 3, 1992 AS INSTRUMENT NO. 92-002945 AND HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.

NORDSTROM REALTY, INC., A WASHINGTON CORPORATION, HOLDER OF AN EASEMENT FOR MAINTAINING A PORTION OF A WALL PER DOCUMENT RECORDED MAY 13, 1980 IN BOOK 13605, PAGE 1631 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF EASEMENTS FOR PIPELINES AND CONDUITS AND APPURTENANCES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER INST. NO. 2024000218387, RECORDED AUGUST 23, 2024; PER INST. NO. 2024000218422, RECORDED AUGUST 23, 2024; AND PER INST. NO. 2024000218432, RECORDED AUGUST 23, 2024, ALL IN OFFICIAL RECORDS.

BREA MALL S&S, LLC, HOLDER OF AN EASEMENT FOR ANY AND ALL PURPOSES IN PER INST. NO. 2024000043442, RECORDED FEBRUARY 28, 2024 IN OFFICIAL RECORDS.

BREA FOUNDATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PER INST. NO. 89-362965, RECORDED JULY 10, 1989 IN OFFICIAL RECORDS.

BREA REDEVELOPMENT AGENCY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS PER INST. NO. 89-362965, RECORDED JULY 10, 1989 IN OFFICIAL RECORDS.

BREA HOTEL JOINT VENTURE HOLDER, OF AN EASEMENT FOR INGRESS AND EGRESS PER INST. NO. 89-362965, RECORDED JULY 10, 1989 IN OFFICIAL RECORDS.

THE RETAIL PROPERTY TRUST, HOLDER OF EASEMENTS PER ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENTS AND OTHER RECORDED DOCUMENTS PER INST. NO. 19980638309, RECORDED SEPTEMBER 23, 1998 IN OFFICIAL RECORDS.

ADCOR REALTY CORPORATION, HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.

NORDSTROM INC., A WASHINGTON CORPORATION, HOLDER OF EASEMENTS PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS.



PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

SHEET INDEX MAP AND DETAIL OF PARCEL 2

AND LOCATION OF EASEMENT (28)  
SEE EASEMENT NOTES, SHEET 12

CURVE DATA - THIS SHEET ONLY

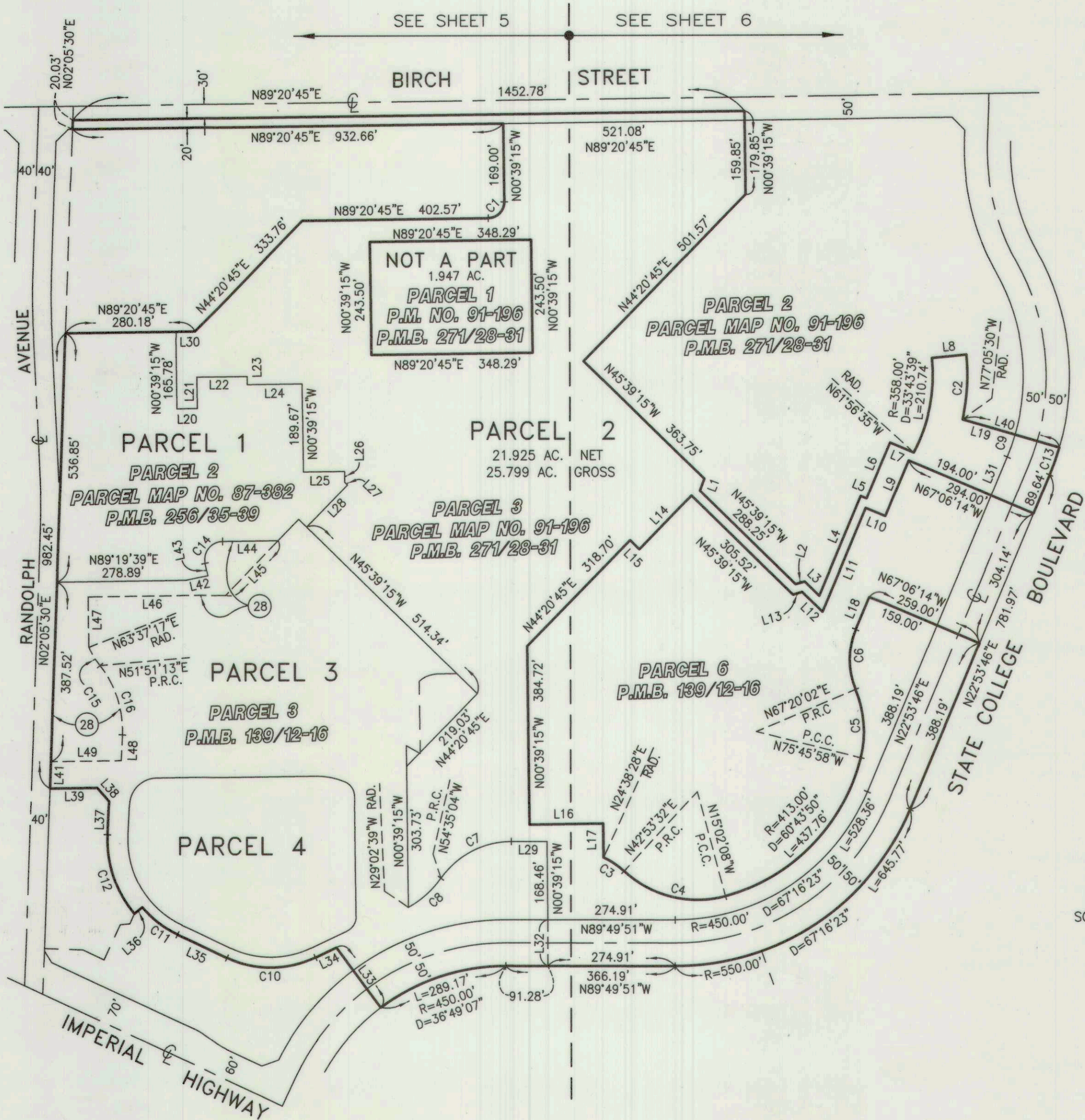
NO.	RADIUS	DELTA	ARC
C1	35.00'	90°00'00"	54.98'
C2	433.00'	18°34'44"	140.41'
C3	167.00'	18°15'04"	53.20'
C4	233.00'	57°55'40"	235.57'
C5	233.00'	36°54'00"	150.06'
C6	167.00'	45°33'44"	132.80'
C7	186.00'	54°45'13"	177.75'
C8	214.00'	25°32'25"	95.39'
C9	450.00'	06°31'14"	51.21'
C10	225.00'	50°30'22"	198.34'
C11	225.00'	24°52'58"	97.71'
C12	247.00'	42°54'40"	184.99'
C13	550.00'	06°31'14"	62.59'
C14	39.50'	101°04'25"	69.68'
C15	225.00'	11°46'04"	46.21'
C16	225.00'	41°00'32"	161.04'

LINE DATA - THIS SHEET ONLY

NO.	BEARING	DISTANCE
L1	N20°50'45"E	27.75'
L2	N74°20'45"E	20.79'
L3	N45°39'15"W	43.87'
L4	N22°53'46"E	232.68'
L5	N67°06'14"W	14.00'
L6	N22°53'46"E	130.00'
L7	N67°06'14"W	55.65'
L8	N84°19'46"E	75.00' RAD.
L9	N22°53'46"E	130.00'
L10	N67°06'14"W	46.00'
L11	N22°53'46"E	242.03'
L12	N45°39'15"W	61.67'
L13	N74°20'45"E	20.79'
L14	N44°20'45"E	161.54'
L15	N45°39'15"W	27.85'
L16	N89°20'45"E	159.00'
L17	N00°39'15"W	72.67'
L18	N22°53'46"E	75.48'
L19	N73°37'28"W	118.32'
L20	N89°20'45"E	44.00'
L21	N00°39'15"W	67.81'
L22	N89°20'45"E	108.88'
L23	N00°39'15"W	17.83'
L24	N89°20'45"E	119.00'
L25	N89°20'45"E	89.18'

LINE DATA - THIS SHEET ONLY

NO.	BEARING	DISTANCE
L26	N00°39'15"W	23.54'
L27	N45°39'15"W	8.39'
L28	N44°20'45"E	126.63'
L29	N89°49'51"W	76.85'
L30	N89°20'45"E	40.62'
L31	N22°53'46"E	89.64'
L32	N00°10'09"E	100.00'
L33	N36°38'58"W	160.95' RAD.
L34	N64°33'45"E	50.07'
L35	N64°55'53"W	118.00'
L36	N49°57'05"E	22.00' RAD.
L37	N02°51'45"E	71.45'
L38	N40°59'46"W	38.90'
L39	N89°20'45"E	102.32'
L40	N73°37'28"W	218.32' RAD.
L41	N02°05'30"E	58.08'
L42	N78°15'50"E	48.50'
L43	N11°44'10"W	27.17'
L44	N89°20'15"E	120.26'
L45	N44°20'45"E	163.97'
L46	N89°20'45"E	297.60'
L47	N00°39'15"W	108.66'
L48	N02°51'45"E	55.72'
L49	N89°20'45"E	152.11'



SCALE: 1"=200'



ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 1983 (2017.50 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A PROJECT SPECIFIC SCALE FACTOR OF 0.99995962.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 3851 AND GPS NO. 3852, BEING NORTH 89°20'45" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

REFERENCE NOTES

- R1 INDICATES PARCEL MAP NO. 2016-178, P.M.B. 395/20-24.  
R2 INDICATES ORANGE COUNTY CORNER RECORD 2005-0138.  
R3 INDICATES PARCEL MAP NO. 91-133, P.M.B. 279/35-38.  
R4 INDICATES ORANGE COUNTY CORNER RECORD 2009-2525.  
R5 INDICATES PARCEL MAP NO. 91-196, P.M.B. 271/28-31.  
R6 INDICATES PARCEL MAP NO. 2017-125, P.M.B. 406/45-48.  
R7 INDICATES ORANGE COUNTY CORNER RECORD 2012-1086.  
R8 INDICATES ORANGE COUNTY FIELD BOOK C-3, PAGE 86.  
R9 INDICATES ORANGE COUNTY FIELD BOOK C-3, PAGE 87.  
R10 INDICATES ORANGE COUNTY CORNER RECORD 2012-1085.  
R11 INDICATES PARCEL MAP NO. 93-152, P.M.B. 289/37-38.  
R12 INDICATES PARCEL MAP NO. 94-136, P.M.B. 288/39-40.  
R13 INDICATES ORANGE COUNTY FIELD BOOK C-3, PAGE 85.  
R14 INDICATES ORANGE COUNTY FIELD BOOK C-3, PAGE 88.  
R15 INDICATES PARCEL MAP, P.M.B. 76/16-17.  
R16 INDICATES PARCEL MAP NO. 97-382, P.M.B. 256/35-39.  
R17 INDICATES PARCEL MAP, P.M.B. 139/12-16.  
(...) INDICATES MEASURED AND RECORD PER R5, UNLESS OTHERWISE NOTED.  
M INDICATES MEASURED DATA.  
M&R INDICATES MEASURED AND RECORD DATA.  
CALC INDICATES CALCULATED FROM RECORD.  
SFN INDICATES SEARCHED, FOUND NOTHING.  
NTS INDICATES NOT TO SCALE.

LINE DATA - SEE SHEETS 5 AND 6

NO.	BEARING	DISTANCE
L1	N36°38'58"W	160.95' RAD.
L2	N64°33'45"E	50.07' M&R17
L3	N49°57'05"E	22.00' RAD.
L4	N02°51'45"E	71.45'
L5	N40°59'46"W	38.90'
L6	N20°50'45"E	27.75'
L7	N74°20'45"E	20.79'
L8	N45°39'15"W	43.87'
L9	N67°06'14"W	14.00'
L10	N22°53'46"E	130.00'
L11	N67°06'14"W	55.65'
L12	N67°06'14"W	46.00'
L13	N45°39'15"W	61.67'
L14	N74°20'45"E	20.79'
L15	N45°39'15"W	27.85'
L16	N00°39'15"W	72.67'
L17	N22°53'46"E	75.48'
L18	N89°20'45"E	44.00'
L19	N00°39'15"W	67.81'
L20	N00°39'15"W	17.83'
L21	N00°39'15"W	23.54'
L22	N45°39'15"W	8.39'
L23	N44°20'45"E	64.36'
L24	N11°44'10"W	27.17'
L25	N78°15'50"E	48.50'
L26	N89°49'51"W	76.85'
L27	N64°33'45"E	86.46'
L28	N02°51'45"E	67.53'
L29	N89°19'02"E	75.00' M&R2,R3
L30	N44°13'59"W	39.11' (39.12' R5)
L31	N02°11'18"E	21.15'
L32	N02°05'30"E	50.06' M&R3
L33	N02°05'30"E	20.03' (20.02'R5)
L34	N89°20'45"E	102.32' (102.27'R16)

CURVE DATA - SEE SHEETS 5 AND 6

NO.	RADIUS	DELTA	ARC
C1	225.00'	24°52'58"	97.71'
C2	35.00'	90°00'00"	54.98'
C3	433.00'	18°34'44"	140.41'
C4	550.00'	06°31'14"	62.59'
C5	167.00'	18°15'04"	53.20'
C6	39.50'	101°04'25"	69.68'
C7	214.00'	25°32'25"	95.39'
C8	450.00'	06°31'14"	51.21'
C9	149.50'	24°07'34"	62.95'
C10	34.50'	65°52'26"	39.67'
C11	34.50'	65°13'08"	39.27'
C12	59.50'	86°28'52"	89.81'
C13	500.00'	06°31'14"	56.90'

ANGLE DATA - SEE SHEETS 5 AND 6

NO.	DELTA
A1	92°44'45" (D=92°45'12" R16)
A2	130°20'31" M&R16
A3	135°00'00" M&R5,R16
A4	92°44'45" (D=92°17'34" R5)

MONUMENT NOTES

- INDICATES MONUMENT FOUND AS NOTED.  
▲ INDICATES FOUND O.C.S. G.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.  
○ INDICATES 1" I.P. AND TAG, "LS 9322", OR SPIKE AND WASHER STAMPED "LS 9322", OR LEAD TACK AND TAG, "LS 9322", ALL FLUSH, TO BE SET.  
□ INDICATES 2" I.P. AND TAG, "LS 9322", OR SPIKE AND WASHER STAMPED "LS 9322", OR LEAD TACK AND TAG, "LS 9322", ALL FLUSH, TO BE SET AT ALL BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.  
A 1" I.P. AND TAG, "LS 9322", OR SPIKE AND WASHER STAMPED "LS 9322", OR LEAD TACK AND TAG, "LS 9322", ALL FLUSH, TO BE SET AT ALL PARCEL CORNERS, UNLESS OTHERWISE NOTED.  
1 N 2281492.82; E 6064274.23  
O.C.S. G.P.S. POINT NO. 3852  
FOUND PUNCHED 2-1/2" BRASS DISK STAMPED "RCE 9851" IN WELL MONUMENT AT N.W. COR., SEC. 13, T.3S., R.10W., S.B.M., PER R1, R2 AND R5, DN. 0.9'.  
2 N 2281515.44; E 6066255.23  
O.C.S. G.P.S. POINT NO. 3851  
FOUND SPIKE & WASHER STAMPED "LS 5411", FLUSH. NO REF. ACCEPTED AS CENTERLINE INTERSECTION AND LOCATION OF G.P.S. POINT PER R1.  
3 FOUND SPIKE & WASHER STAMPED "LS 6970", FLUSH, IN LIEU OF MAG NAIL & WASHER STAMPED "LS 6970" PER R2. ACCEPTED AS CENTERLINE INTERSECTION PER R3.  
4 FOUND 2-1/2" BRASS DISK STAMPED "CALIF DEPT OF TRANSPORTATION" IN WELL MONUMENT PER R4, DN. 0.8'. ACCEPTED AS CENTERLINE INTERSECTION OF RANDOLPH AVE. AND IMPERIAL HWY. PER R5.  
5 FOUND SPIKE & WASHER STAMPED "CALTRANS" IN WELL MONUMENT PER R4, DN. 0.25'. ACCEPTED AS POINT ON CENTERLINE OF IMPERIAL HWY.  
6 FOUND 2-1/2" BRASS DISK STAMPED "CALIF DEPT OF TRANSPORTATION" IN WELL MONUMENT PER R6, DN. 0.7'. ACCEPTED AS INTERSECTION OF CENTERLINE OF STATE COLLEGE BLVD. AND CONSTRUCTION CENTERLINE OF IMPERIAL HWY.  
7 FOUND SPIKE & WASHER STAMPED "LS 5411", FLUSH, PER R7 AT CENTERLINE E.C.  
8 FOUND LEAD, TACK AND TAG, "RCE 9851", TIE, FLUSH, PER R8.  
9 FOUND LEAD, TACK AND TAG, "RCE 9851", TIE, FLUSH, PER R9.  
10 FOUND SPIKE & WASHER STAMPED "LS 5411", FLUSH, PER R10, 0.09' SOUTHWESTERLY FROM CENTERLINE B.C.. HELD FOR LINE.  
11 FOUND NAIL AND TAG "RCE 9851", PER R11 AND R12 AT CENTERLINE P.R.C., FLUSH.  
12 FOUND 1" I.P., NO TAG, DN. 0.3'. NO REF. ACCEPTED AS POINT ON WEST LINE OF SEC. 13.  
13 FOUND LEAD, TACK AND TAG, "RCE 30242", FLUSH, IN LIEU OF 2" I.P. PER R3 AT SOUTHEAST BOUNDARY CORNER OF R3.  
14 FOUND 1" I.P., NO TAG, DN. 1.5', NO REFERENCE, N18°13'47"E, 0.08' FROM E.C.  
15 FOUND LEAD, TACK AND TAG, "RCE 9851", IN FACE OF WALL PER R7, N16°53'32"W, 0.10' FROM E.C.  
16 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 1.0', NO REFERENCE. ACCEPTED AS MOST NORTHERLY CORNER OF PARCEL 3 OF R15.  
17 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 1.5', NO REFERENCE, S16°12'14"E, 0.76' FROM E.C.  
18 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 0.6', NO REFERENCE, S37°01'14"W, 0.20' FROM E.C.  
19 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 0.7', NO REFERENCE, S46°33'55"W, 0.06' FROM B.C.  
20 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 0.5', NO REFERENCE, N52°19'24"E, 0.07' FROM P.R.C.  
21 FOUND 1" I.P., NO TAG, DN. 0.7', NO REFERENCE, N84°52'33"W, 0.05' FROM P.R.C.  
22 FOUND 1" I.P. AND TAG, ILLEGIBLE, DN. 0.7', NO REFERENCE, S55°39'17"W, 0.15' FROM E.C.  
23 FOUND 1" I.P. AND TAG, "RCE 30242" PER R3, DN. 0.1', ON LINE, N02°05'30"E, 0.11' FROM BOUNDARY CORNER.

BOUNDARY ESTABLISHMENT NOTES

A SEARCH WAS PERFORMED FOR ALL MONUMENTS AT ANGLE POINTS, B.C.'S AND E.C.'S OF PARCEL 3 OF R5, PARCEL 2 OF R16 AND PARCEL 3 OF R17, AND NONE WERE FOUND, UNLESS OTHERWISE NOTED.

ALL DISTANCES, CURVE DATA, AND ANGLES BETWEEN LINES OF PARCEL 3 OF R5, PARCEL 2 OF R16 AND PARCEL 3 OF R17, ARE RECORD AND MEASURED PER R5, R16 AND R17, RESPECTIVELY, UNLESS OTHERWISE NOTED.

ALL DISTANCES, CURVE DATA, AND ANGLES BETWEEN LINES ALONG THE RIGHT OF WAY LINE OF BIRCH STREET AND THE WESTERLY AND NORTHWESTERLY RIGHT OF WAY LINES OF STATE COLLEGE BOULEVARD, ARE RECORD AND MEASURED PER R5, UNLESS OTHERWISE NOTED.

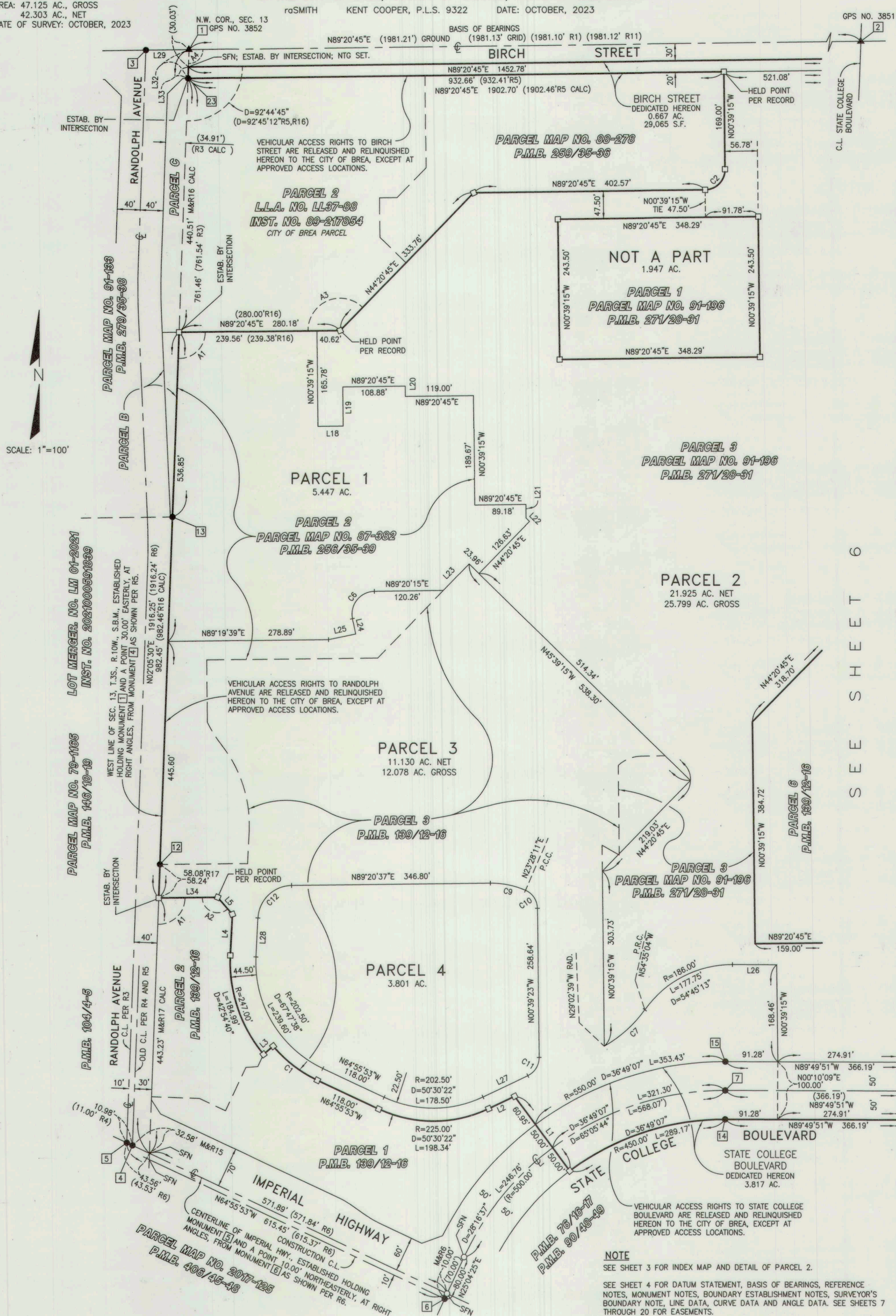
SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.



IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023



NOTE

SEE SHEET 3 FOR INDEX MAP AND DETAIL OF PARCEL 2.

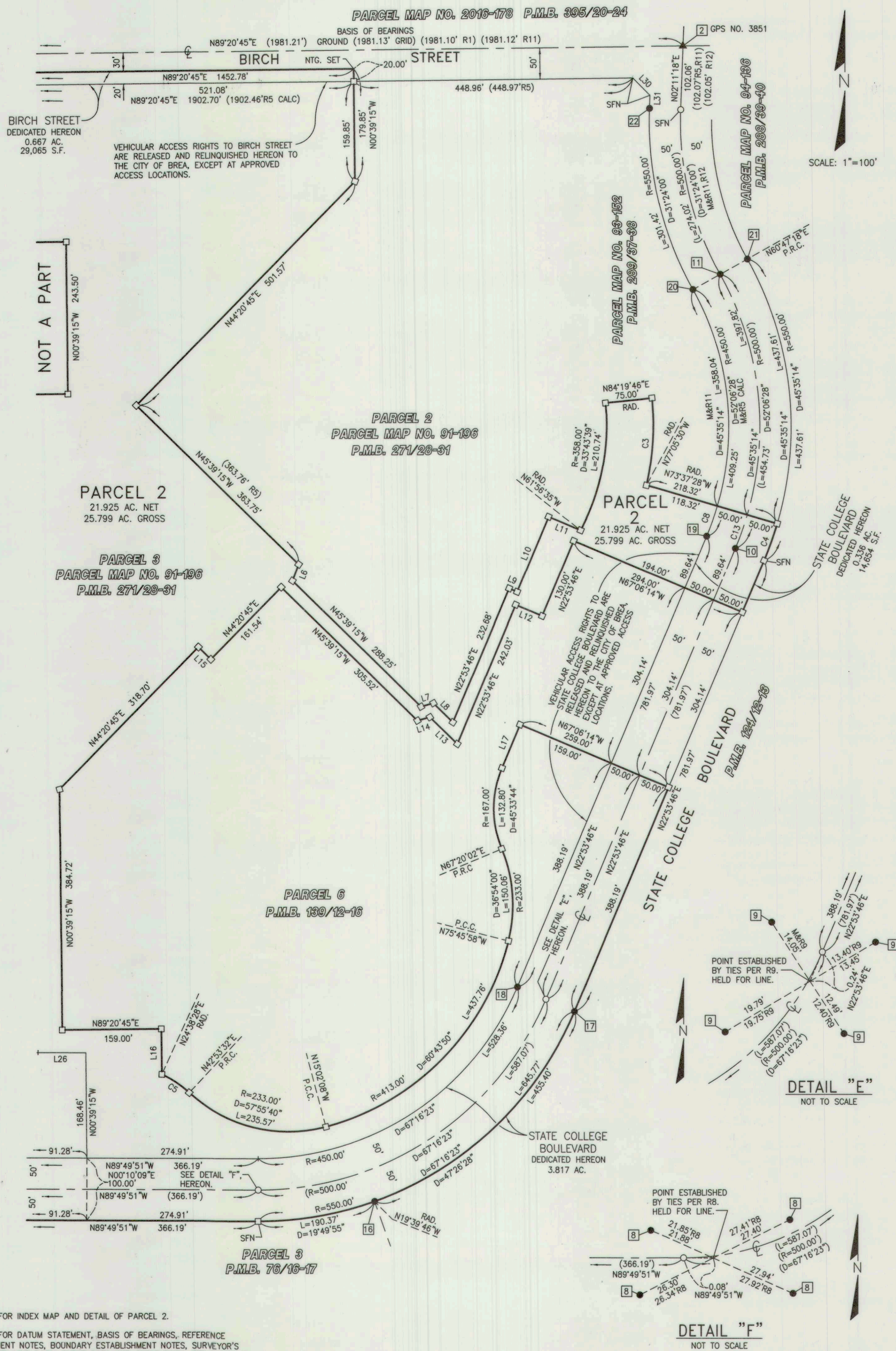
SEE SHEET 4 FOR DATUM STATEMENT, BASIS OF BEARINGS, REFERENCE NOTES, MONUMENT NOTES, BOUNDARY ESTABLISHMENT NOTES, SURVEYOR'S BOUNDARY NOTE, LINE DATA, CURVE DATA AND ANGLE DATA. SEE SHEETS 7 THROUGH 20 FOR EASEMENTS.



ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023





IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH      KENT COOPER, P.L.S. 9322      DATE: OCTOBER, 2023

**PARCEL 1**  
**PARCEL MAP NO. 88-278**  
**P.M.B. 259/35-36**

**PARCEL 2**  
**LLA. NO. LL37-88**  
**INST. NO. 89-217854**  
**CITY OF BREA PARCEL**

**PARCEL 3**

**NOT A PART**  
**PARCEL 1**  
**PARCEL MAP NO. 91-196**  
**P.M.B. 271/28-31**

**BIRCH STREET**  
**BIRCH STREET DEDICATED HEREON**

**RANDOLPH AVENUE**

**SEE DETAIL "W", HEREON**

**SEE DETAIL "X", HEREON**

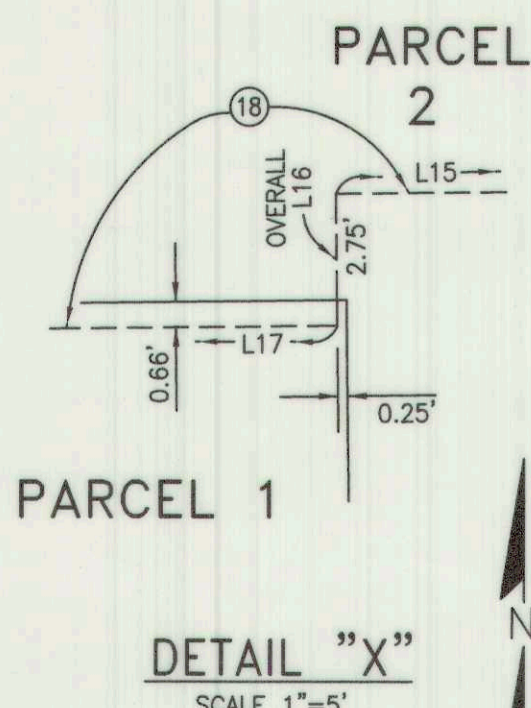
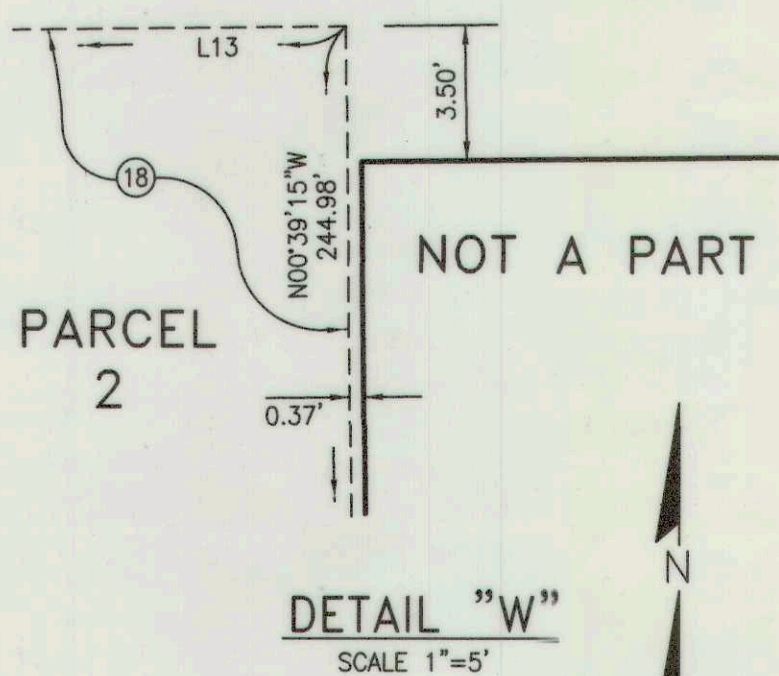
**SCALE: 1"=100'**

**SEE SHEETS 8, 9, 10**

**PARCEL 6**  
**P.M.B. 139/12-16**

NO.	RADIUS	DELTA	ARC
C1	35.00'	90°00'00"	54.98'
C2	20.00'	42°00'00"	14.66'
C3	125.00'	48°00'00"	104.72'

LINE DATA		
NO.	BEARING	DISTANCE
L1	N00°39'15"W	23.54'
L2	N45°39'15"W	8.39'
L3	N02°05'30"E	20.03'
L4	N00°39'15"W	52.50'
L5	N89°20'45"E	72.09'
L6	N44°20'45"E	126.63'
L7	N44°20'45"E	94.07'
L8	N44°20'45"E	32.56'
L9	N87°24'40"E	50.79'
L10	N87°24'40"E	53.63'
L11	N89°20'45"E	61.45'
L12	N00°39'15"W	14.00'
L13	N89°20'45"E	71.39'
L14	N44°20'45"E	84.97'
L15	N89°20'45"E	90.60'
L16	N00°39'15"W	3.41'
L17	N89°20'45"E	130.79'
L18	N00°39'15"W	2.80'
L19	N89°20'45"E	12.00'
L20	N89°20'45"E	45.43'
L21	N00°39'15"W	65.50'
L22	N00°39'15"W	44.00'



NOTE  
SEE SHEET 12 FOR EASEMENT NOTES.

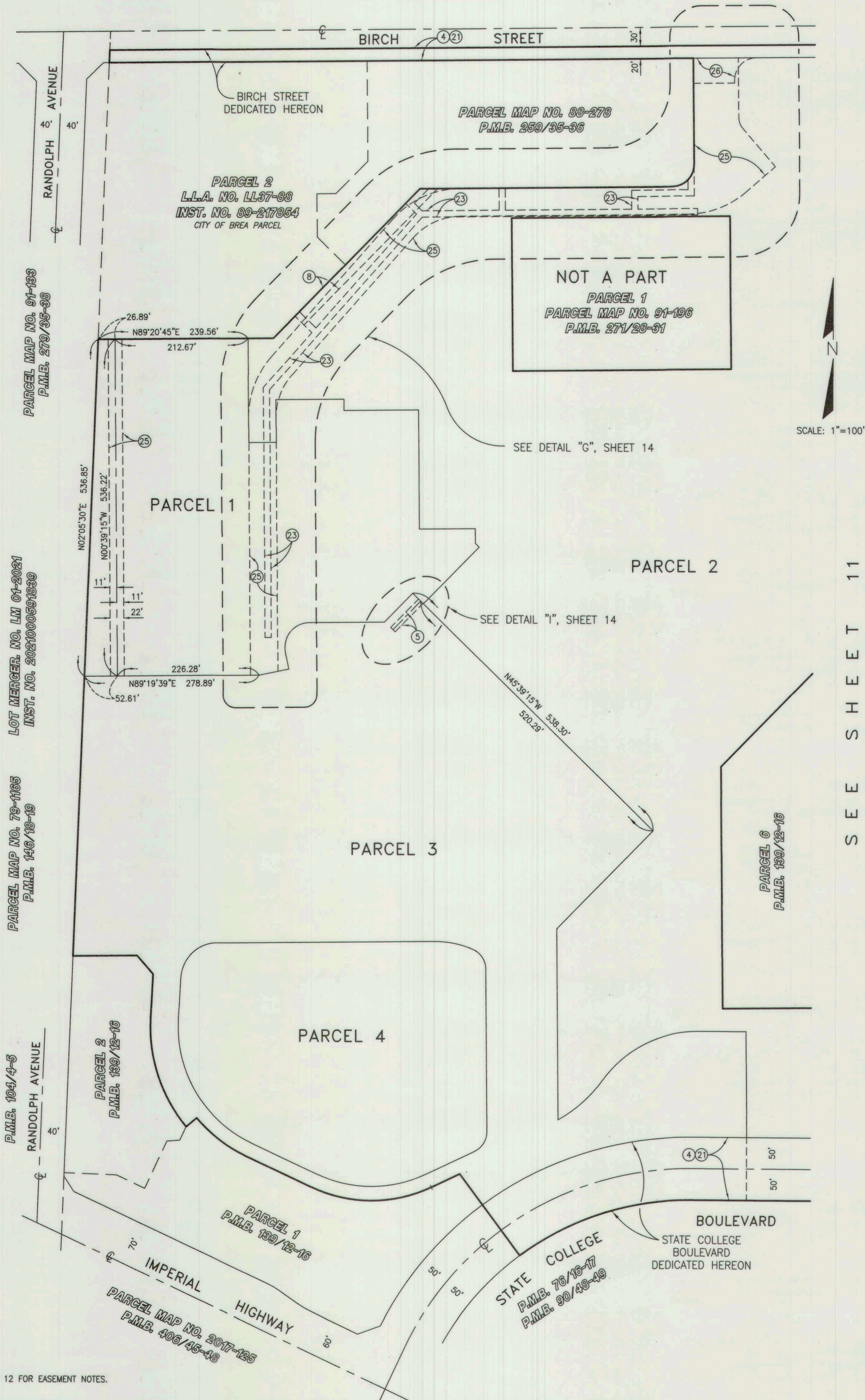


ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS



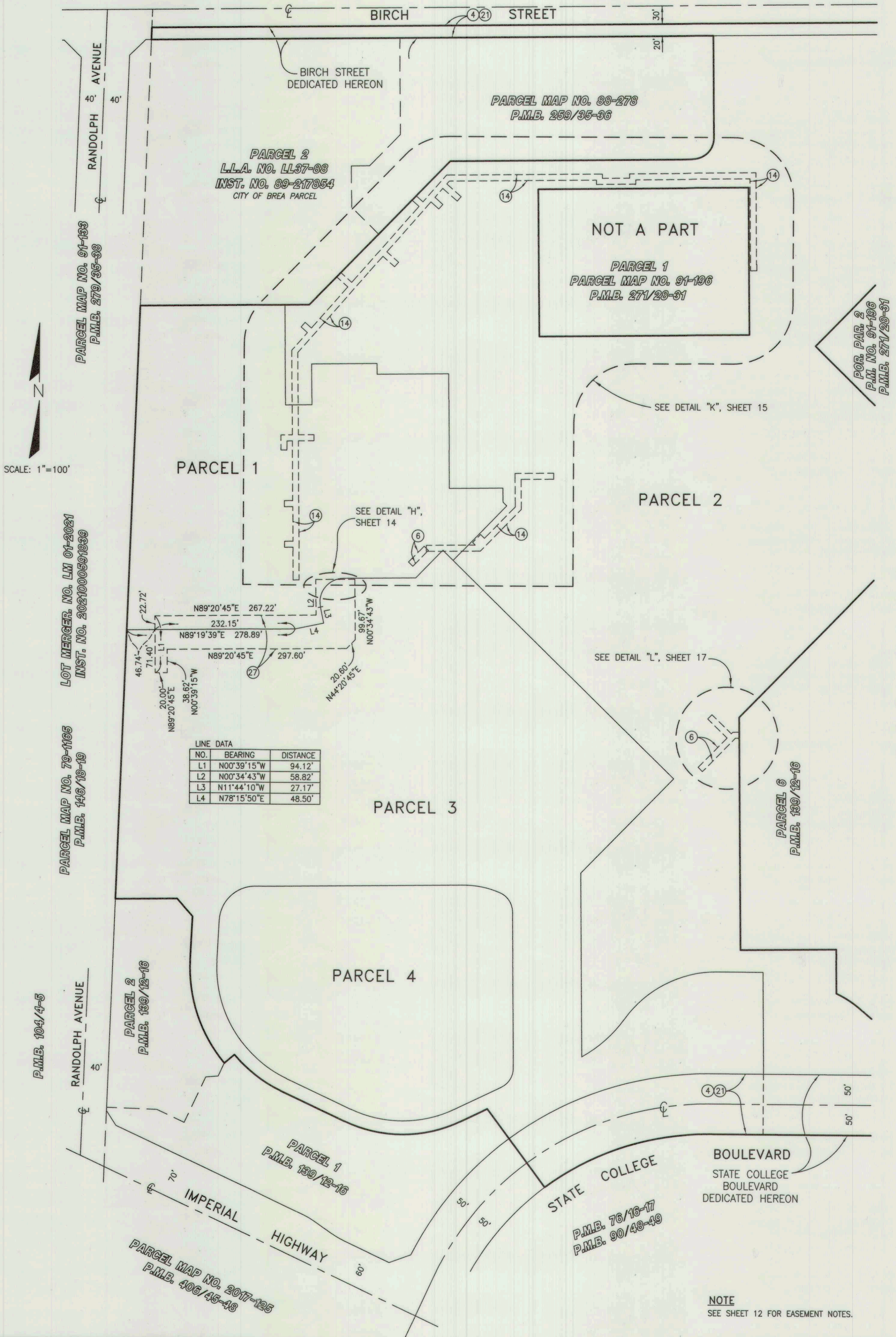


ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS



SEE SHEET 11



ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

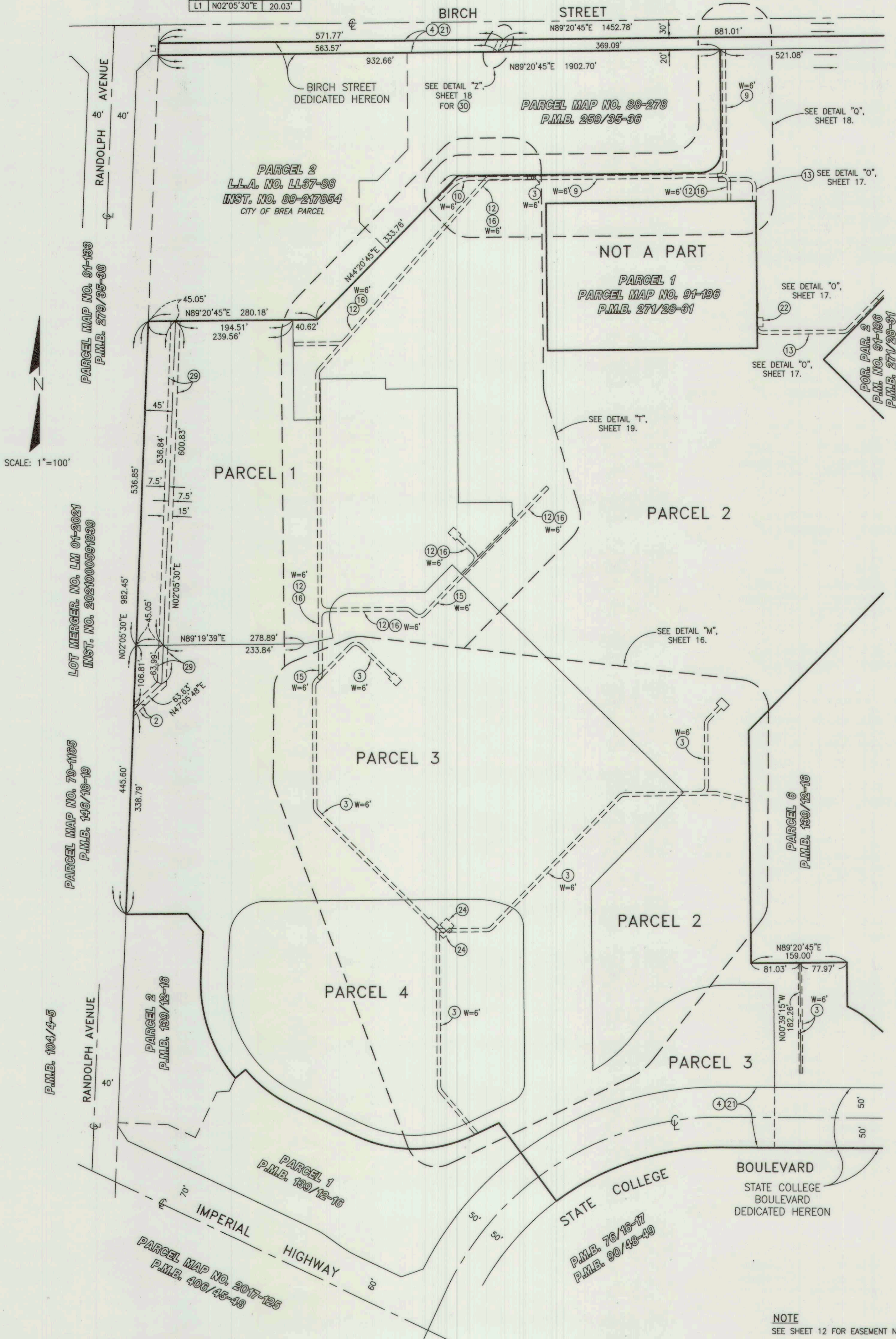
raSMITH

KENT COOPER, P.L.S. 9322

DATE: OCTOBER, 2023

## EASEMENTS

LINE DATA		
NO.	BEARING	DISTANCE
L1	N02°05'30"E	20.03'



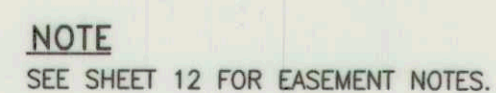
NOTE  
SEE SHEET 12 FOR EASEMENT NOTES.

SEE SHEET 11



IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH      KENT COOPER, P.L.S. 9322      DATE: OCTOBER, 2023

PARCEL MAP NO. 2016-178 P.M.B. 395/20-24





## PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

raSMITH

KENT COOPER, P.L.S. 9322

DATE: OCTOBER, 2023

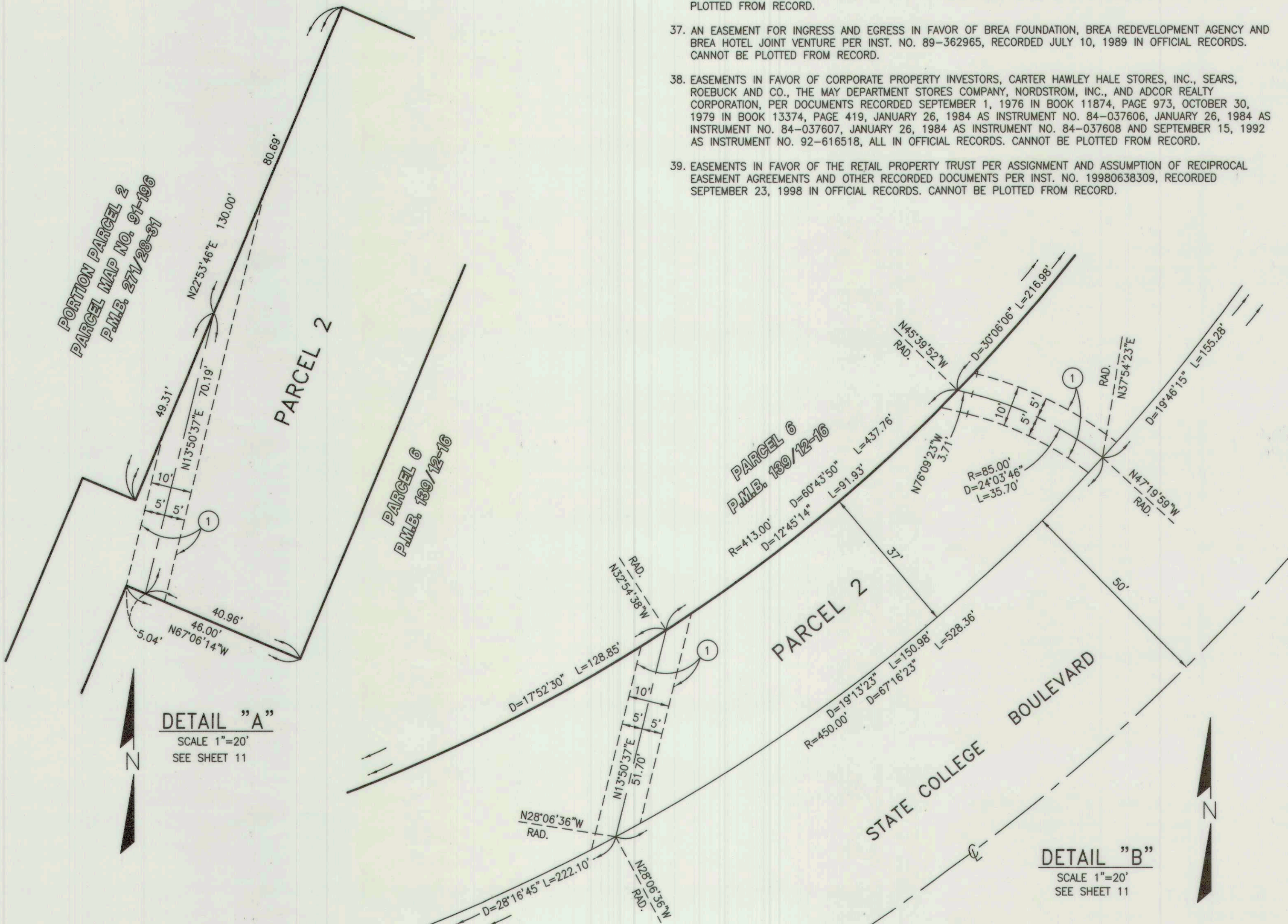
## EASEMENTS

## EASEMENT NOTES

- ① AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED SEPTEMBER 19, 1974 IN BOOK 11246, PAGE 1058 AND EASEMENT AMENDMENT RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 951, BOTH OF OFFICIAL RECORDS.
- ② A PERMANENT EASEMENT IN FAVOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR WATER PIPELINES PER DEED RECORDED MAY 6, 1975 IN BOOK 11394, PAGE 821, OF OFFICIAL RECORDS.
- ③ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED APRIL 28, 1977 IN BOOK 12168, PAGE 1101, OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES, PUBLIC UTILITY, SEWER, STORM DRAIN, CABLE TV AND OTHER ANCILLARY HIGHWAY PURPOSES IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED SEPTEMBER 19, 1974 IN BOOK 11246, PAGE 1067 OF OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR SANITARY SEWERS IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED FEBRUARY 17, 1978 IN BOOK 12569, PAGE 1223 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR PUBLIC WATER FACILITIES IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED FEBRUARY 23, 1979 IN BOOK 13043, PAGE 1475 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR PUBLIC UTILITIES AND CABLE TELEVISION PURPOSES IN FAVOR OF THE CITY OF BREA PER INST. NO. 85-264618, RECORDED JULY 18, 1985 IN OFFICIAL RECORDS.
- ⑧ AN EASEMENT FOR DRAINS FOR SEWER, WATER AND STORM PURPOSES IN FAVOR OF THE CITY OF BREA PER INST. NO. 85-264619, RECORDED JULY 18, 1985 IN OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 86-114212, RECORDED MARCH 21, 1986 IN OFFICIAL RECORDS.
- ⑩ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 86-190846, RECORDED MAY 12, 1986 IN OFFICIAL RECORDS.
- ⑪ AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES IN FAVOR OF AT&T, SUCCESSOR IN INTEREST TO PACIFIC BELL PER INST. NO. 86-218354, RECORDED MAY 28, 1986 IN OFFICIAL RECORDS.
- ⑫ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 88-166281, RECORDED APRIL 12, 1988 IN OFFICIAL RECORDS.
- ⑬ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 88-518468, RECORDED OCTOBER 11, 1988, AND RE-RECORDED JANUARY 4, 1989 AS INST. NO. 89-003112, BOTH IN OFFICIAL RECORDS.
- ⑭ AN EASEMENT FOR DOMESTIC WATER PURPOSES IN FAVOR OF THE CITY OF BREA AS DEDICATED PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.
- ⑮ AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES IN FAVOR OF AT&T, SUCCESSOR IN INTEREST TO PACIFIC BELL PER INST. NO. 91-588744, RECORDED OCTOBER 29, 1991 IN OFFICIAL RECORDS.
- ⑯ AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITIES IN FAVOR OF AT&T, SUCCESSOR IN INTEREST TO PACIFIC BELL PER INST. NO. 91-713913, RECORDED DECEMBER 27, 1991 IN OFFICIAL RECORDS.
- ⑰ A PERPETUAL, PERMANENT, IRREVOCABLE EASEMENT FOR AIR RIGHTS OVER THE TRUCK DOCK IN FAVOR OF CORPORATE PROPERTY INVESTORS PER DOCUMENT RECORDED JANUARY 3, 1992 AS INSTRUMENT NO. 92-002945 IN OFFICIAL RECORDS.
- ⑱ A NON-EXCLUSIVE EASEMENT FOR PUBLIC PARKING PURPOSES TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THE NEAREST PUBLIC STREET AND THE EASEMENT AREA ON SUCH DRIVEWAYS IN FAVOR OF THE CITY OF BREA PER INST. NO. 93-0133067, RECORDED FEBRUARY 26, 1993, INST. NO. 2016000464730, RECORDED SEPTEMBER 26, 2016 AND INST. NO. 2017000464721, RECORDED NOVEMBER 1, 2017, ALL IN OFFICIAL RECORDS.

## EASEMENT NOTES

- ⑲ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 2020000219001, RECORDED MAY 14, 2020 IN OFFICIAL RECORDS.
- ⑳ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 2021000212285, RECORDED MARCH 29, 2021 IN OFFICIAL RECORDS.
- ㉑ AN EASEMENT FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC, STREET AND HIGHWAY PURPOSES, AND ANCILLARY HIGHWAY PURPOSES IN FAVOR OF SEARS, ROEBUCK AND CO., THE MAY DEPARTMENT STORES COMPANY, CARTER HAWLEY HALE STORES, INC., AND SANTA ANITA DEVELOPMENT CORPORATION, PER DOCUMENT RECORDED IN BOOK 12088, PAGE 397, AND IN FAVOR OF THE RETAIL PROPERTY TRUST PER ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENTS AND OTHER RECORDED DOCUMENTS PER INST. NO. 19980638309, RECORDED SEPTEMBER 23, 1998, BOTH OF OFFICIAL RECORDS.
- ㉒ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 20020473043, RECORDED JUNE 5, 2002 IN OFFICIAL RECORDS.
- ㉓ AN EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF BREA AS DEDICATED PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.
- ㉔ AN EASEMENT FOR AN EMERGENCY SWITCH GEAR DEVICE IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 91-695177, RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS.
- ㉕ AN EASEMENT FOR INGRESS/EGRESS IN FAVOR OF THE CITY OF BREA AS DEDICATED PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.
- ㉖ AN EASEMENT FOR TRAFFIC SIGNAL APPURTENANCES IN FAVOR OF THE CITY OF BREA AS DEDICATED PER PARCEL MAP NO. 87-382, FILED IN BOOK 256, PAGES 35 THROUGH 39, INCLUSIVE OF PARCEL MAPS.
- ㉗ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 2024000055834, RECORDED MARCH 13, 2024 IN OFFICIAL RECORDS.
- ㉘ AN EASEMENT FOR ANY AND ALL PURPOSES IN FAVOR OF BREA MALL S&S, LLC, PER INST. NO. 2024000043442, RECORDED FEBRUARY 28, 2024 IN OFFICIAL RECORDS.
- ㉙ A PERMANENT EASEMENT IN FAVOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR WATER PIPELINES PER DEED RECORDED MAY 6, 1975 IN BOOK 11394, PAGE 825, OF OFFICIAL RECORDS.
- ㉚ A PERMANENT EASEMENT IN FAVOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR WATER PIPELINES PER DEED RECORDED AUGUST 7, 1940 IN BOOK 1053, PAGE 379, OF OFFICIAL RECORDS.
31. AN EASEMENT FOR MAINTAINING A PORTION OF A WALL IN FAVOR OF NORDSTROM REALTY, INC., A WASHINGTON CORPORATION, PER DOCUMENT RECORDED MAY 13, 1980 IN BOOK 13605, PAGE 1631 OF OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
32. AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 2023000306242, RECORDED DECEMBER 12, 2023 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
33. AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 2024000055835, RECORDED MARCH 13, 2024 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
34. AN EASEMENT FOR PIPELINES AND CONDUITS AND APPURTENANCES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER INST. NO. 2024000218387, RECORDED AUGUST 23, 2024 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
35. AN EASEMENT FOR PIPELINES AND CONDUITS AND APPURTENANCES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER INST. NO. 2024000218422, RECORDED AUGUST 23, 2024 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
36. AN EASEMENT FOR PIPELINES AND CONDUITS AND APPURTENANCES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY PER INST. NO. 2024000218432, RECORDED AUGUST 23, 2024 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
37. AN EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF BREA FOUNDATION, BREA REDEVELOPMENT AGENCY AND BREA HOTEL JOINT VENTURE PER INST. NO. 89-362965, RECORDED JULY 10, 1989 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
38. EASEMENTS IN FAVOR OF CORPORATE PROPERTY INVESTORS, CARTER HAWLEY HALE STORES, INC., SEARS, ROEBUCK AND CO., THE MAY DEPARTMENT STORES COMPANY, NORDSTROM, INC., AND ADCOR REALTY CORPORATION, PER DOCUMENTS RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973, OCTOBER 30, 1979 IN BOOK 13374, PAGE 419, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607, JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608 AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.
39. EASEMENTS IN FAVOR OF THE RETAIL PROPERTY TRUST PER ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENTS AND OTHER RECORDED DOCUMENTS PER INST. NO. 19980638309, RECORDED SEPTEMBER 23, 1998 IN OFFICIAL RECORDS. CANNOT BE PLOTTED FROM RECORD.





# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

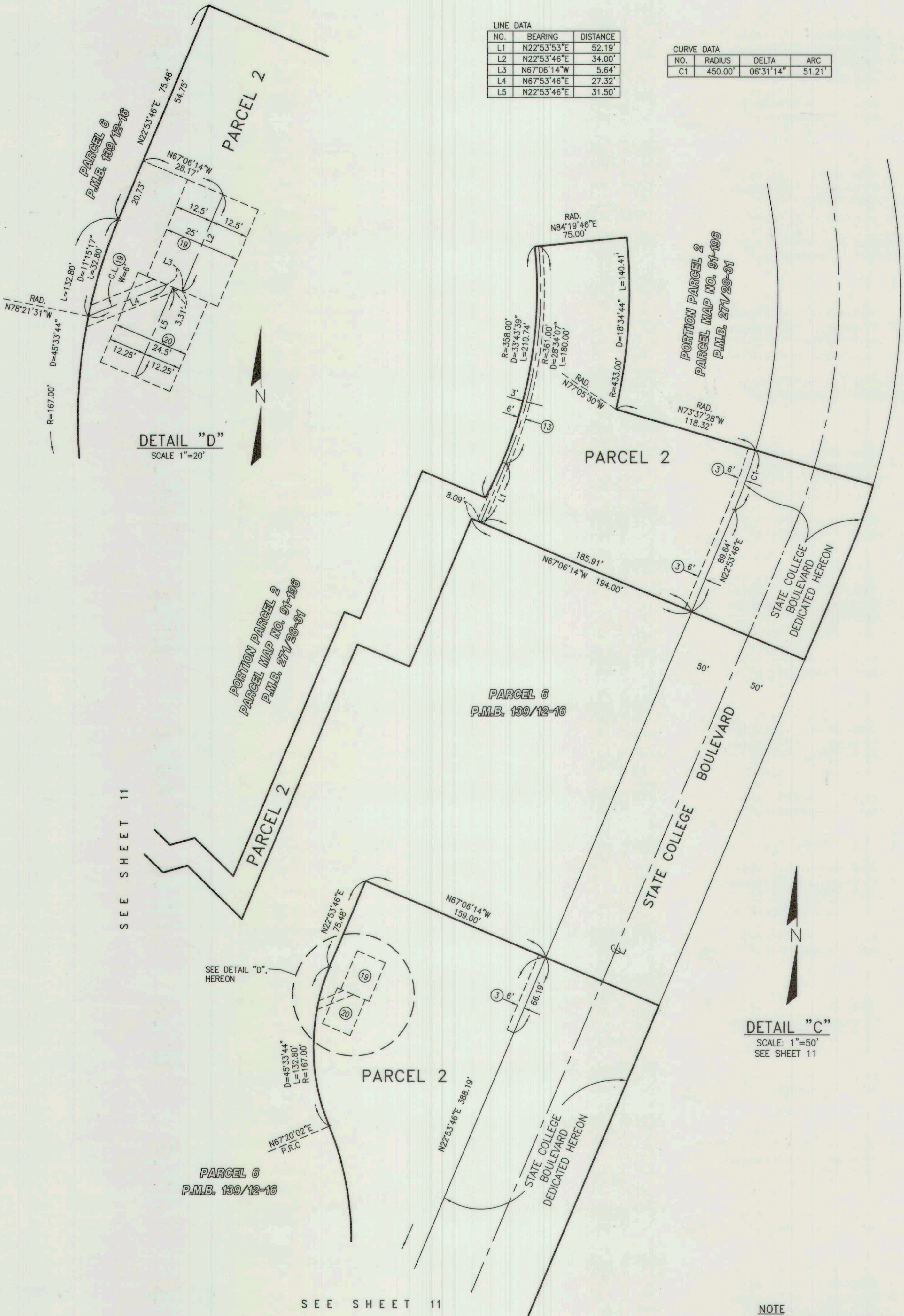
## EASEMENTS

### LINE DATA

NO.	BEARING	DISTANCE
L1	N22°53'53"E	52.19'
L2	N22°53'46"E	34.00'
L3	N67°06'14"W	5.64'
L4	N67°53'46"E	27.32'
L5	N22°53'46"E	31.50'

### CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	450.00'	06°31'14"	51.21'





ALL OF TENTATIVE  
PARCEL MAP NO. 2022-113  
4 NUMBERED PARCELS  
AREA: 47.125 AC., GROSS  
42.303 AC., NET  
DATE OF SURVEY: OCTOBER, 2023

# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

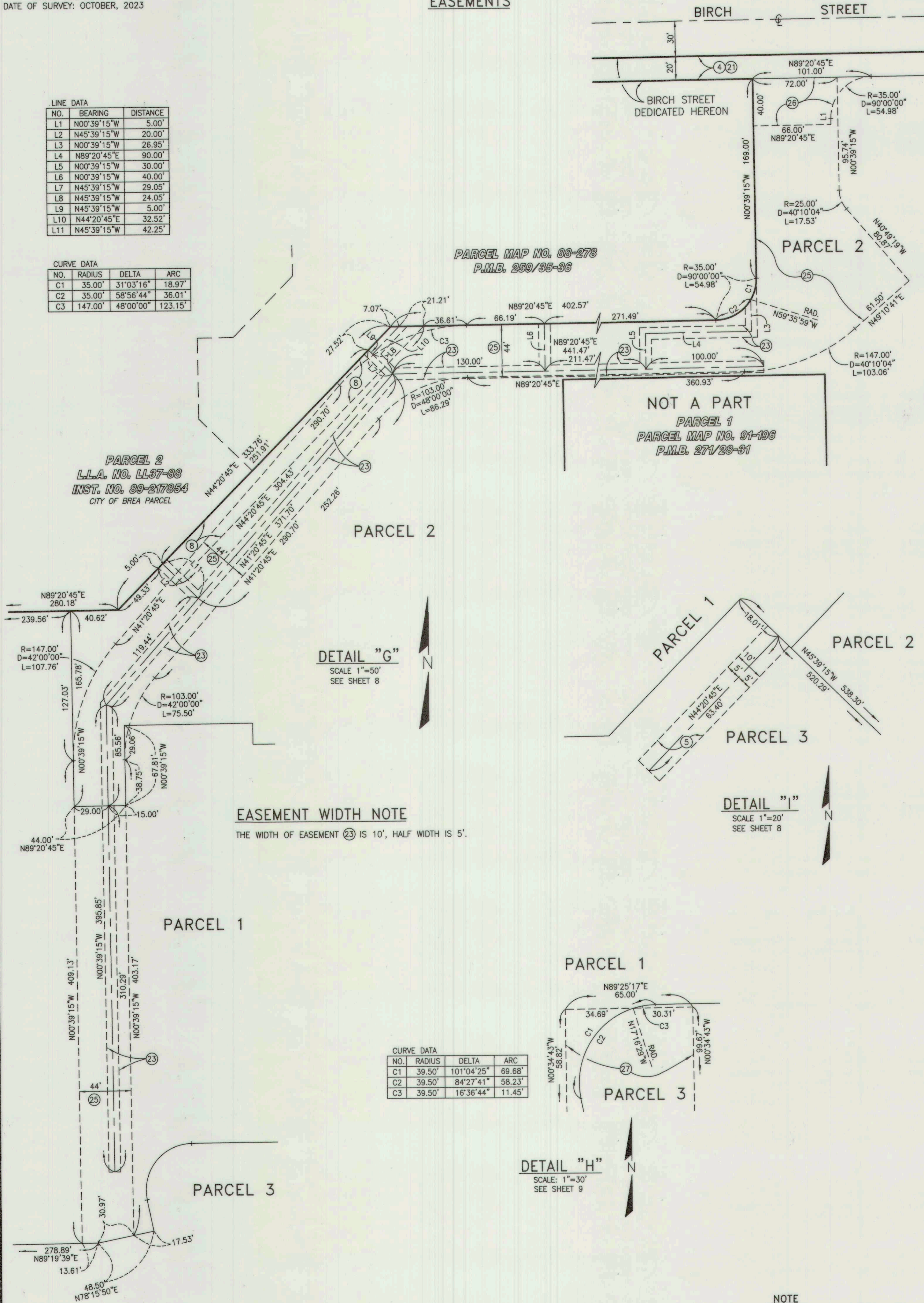
## EASEMENTS

### LINE DATA

NO.	BEARING	DISTANCE
L1	N00°39'15"W	5.00'
L2	N45°39'15"W	20.00'
L3	N00°39'15"W	26.95'
L4	N89°20'45"E	90.00'
L5	N00°39'15"W	30.00'
L6	N00°39'15"W	40.00'
L7	N45°39'15"W	29.05'
L8	N45°39'15"W	24.05'
L9	N45°39'15"W	5.00'
L10	N44°20'45"E	32.52'
L11	N45°39'15"W	42.25'

### CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	35.00'	31°03'16"	18.97'
C2	35.00'	58°56'44"	36.01'
C3	147.00'	48°00'00"	123.15'



PARCEL 2  
L.L.A. NO. LL37-88  
INST. NO. 89-217854  
CITY OF BREA PARCEL

PARCEL MAP NO. 88-278  
P.M.B. 259/35-36

NOT A PART  
PARCEL 1  
PARCEL MAP NO. 91-196  
P.M.B. 271/28-31

DETAIL "G"  
SCALE 1"=50'  
SEE SHEET 8

DETAIL "I"  
SCALE 1"=20'  
SEE SHEET 8

### EASEMENT WIDTH NOTE

THE WIDTH OF EASEMENT 23 IS 10', HALF WIDTH IS 5'.

### CURVE DATA

NO.	RADIUS	DELTA	ARC
C1	39.50'	101°04'25"	69.68'
C2	39.50'	84°27'41"	58.23'
C3	39.50'	16°36'44"	11.45'

DETAIL "H"  
SCALE 1"=30'  
SEE SHEET 9

NOTE  
SEE SHEET 12 FOR EASEMENT NOTES.



IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH      KENT COOPER, P.L.S. 9322      DATE: OCTOBER, 2023

## EASEMENTS



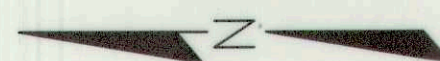
NOT A PART

PARCEL 1  
PARCEL MAP NO. 91-196  
P.M.B. 271/28-31

EASEMENT WIDTH NOTE

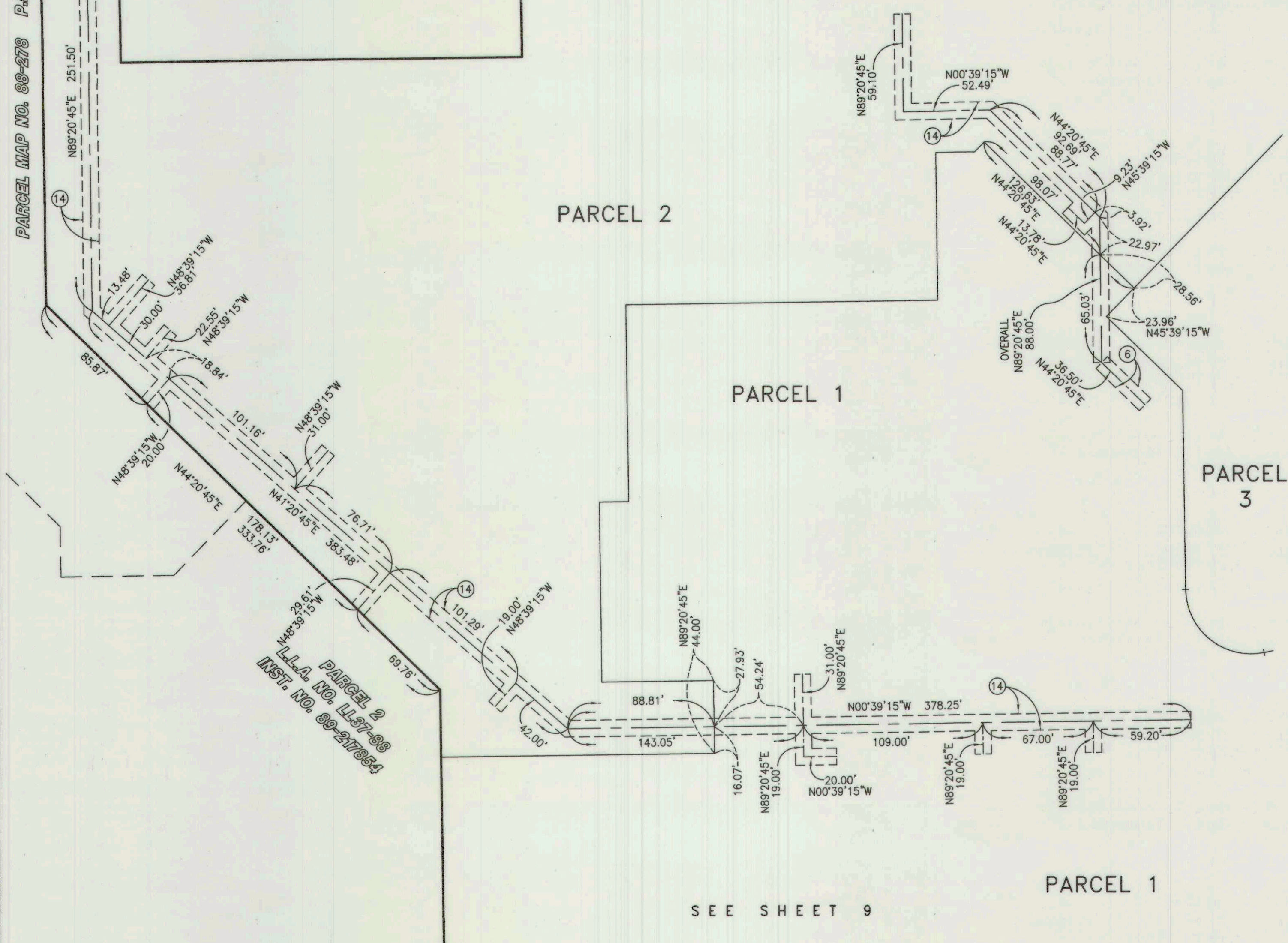
THE WIDTH OF EASEMENT (6) IS 10', HALF WIDTH IS 5'.

THE WIDTH OF EASEMENT (14) IS 10', HALF WIDTH IS 5'.



### DETAIL "K"

SCALE 1"=50'  
SEE SHEET 9



NOTE  
SEE SHEET 12 FOR EASEMENT NOTES.



# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS

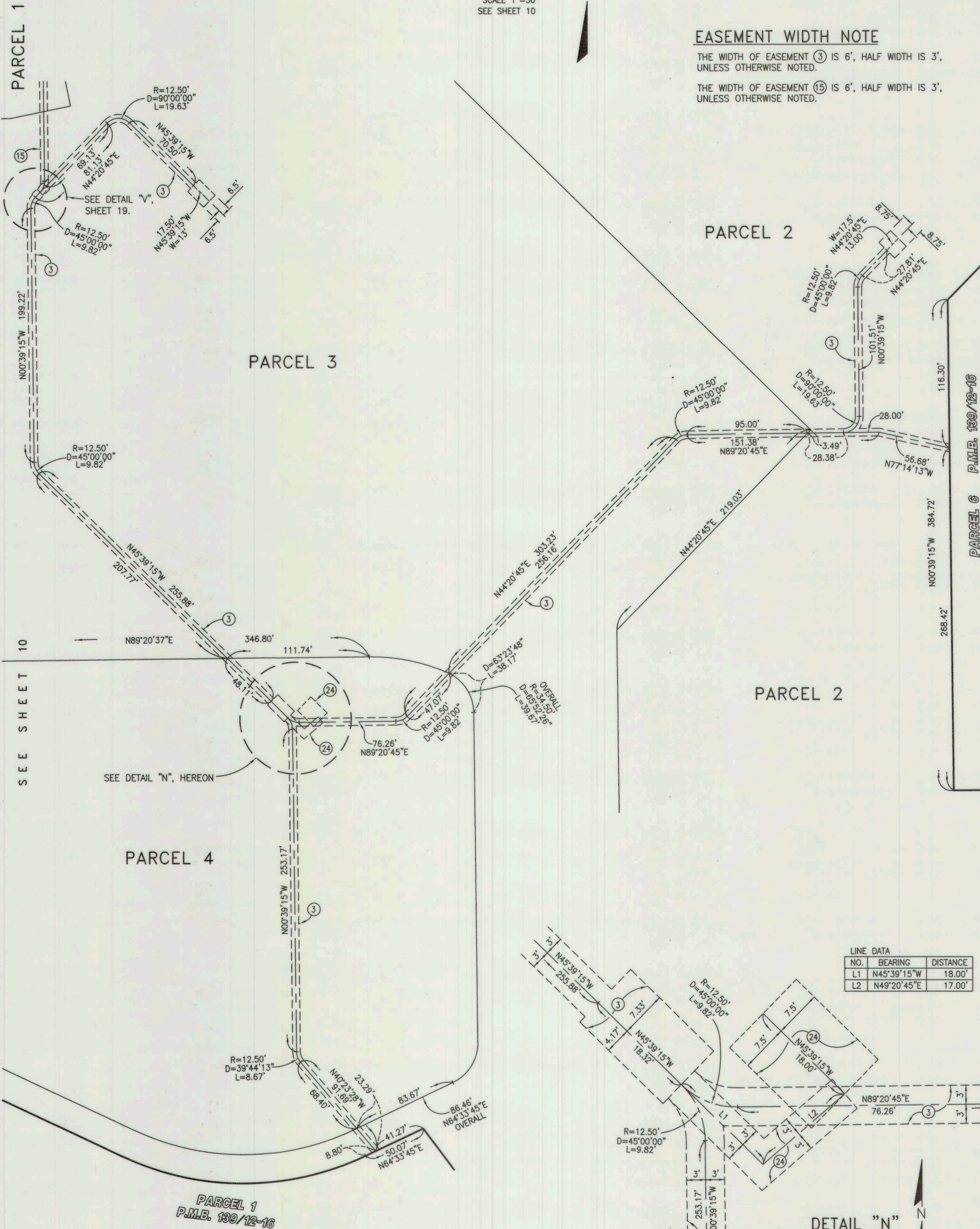
### DETAIL "M"

SCALE 1"=50'  
SEE SHEET 10

### EASEMENT WIDTH NOTE

THE WIDTH OF EASEMENT (3) IS 6', HALF WIDTH IS 3',  
UNLESS OTHERWISE NOTED.

THE WIDTH OF EASEMENT (15) IS 6', HALF WIDTH IS 3',  
UNLESS OTHERWISE NOTED.



### NOTE

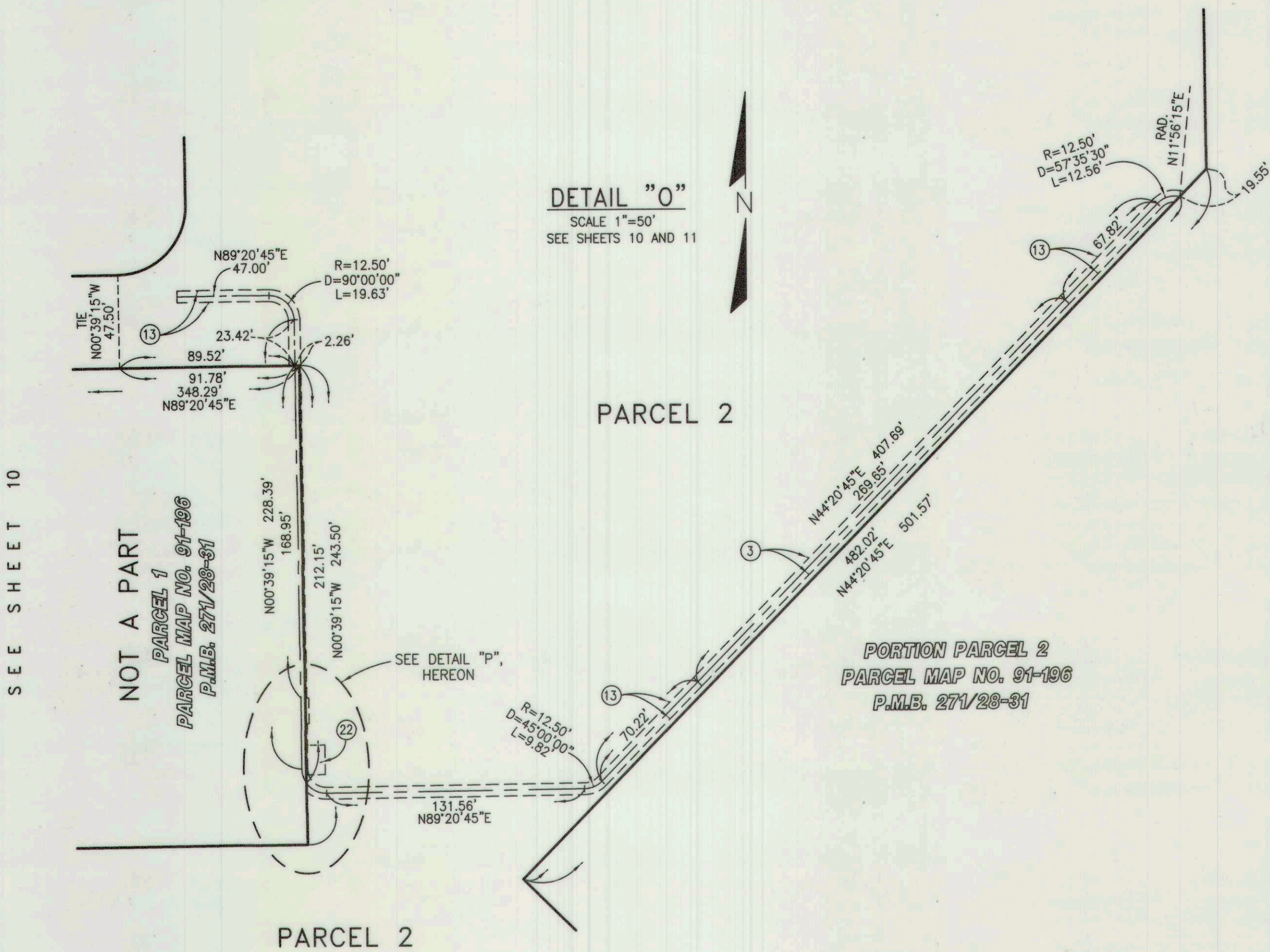
SEE SHEET 12 FOR EASEMENT NOTES.



# PARCEL MAP NO. 2022-113

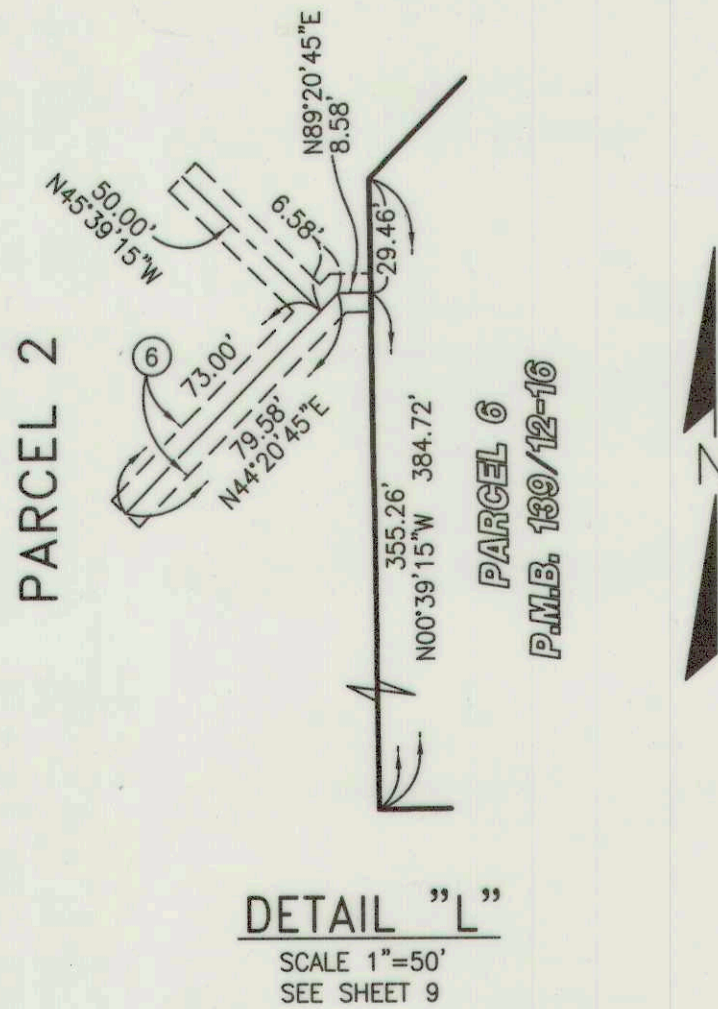
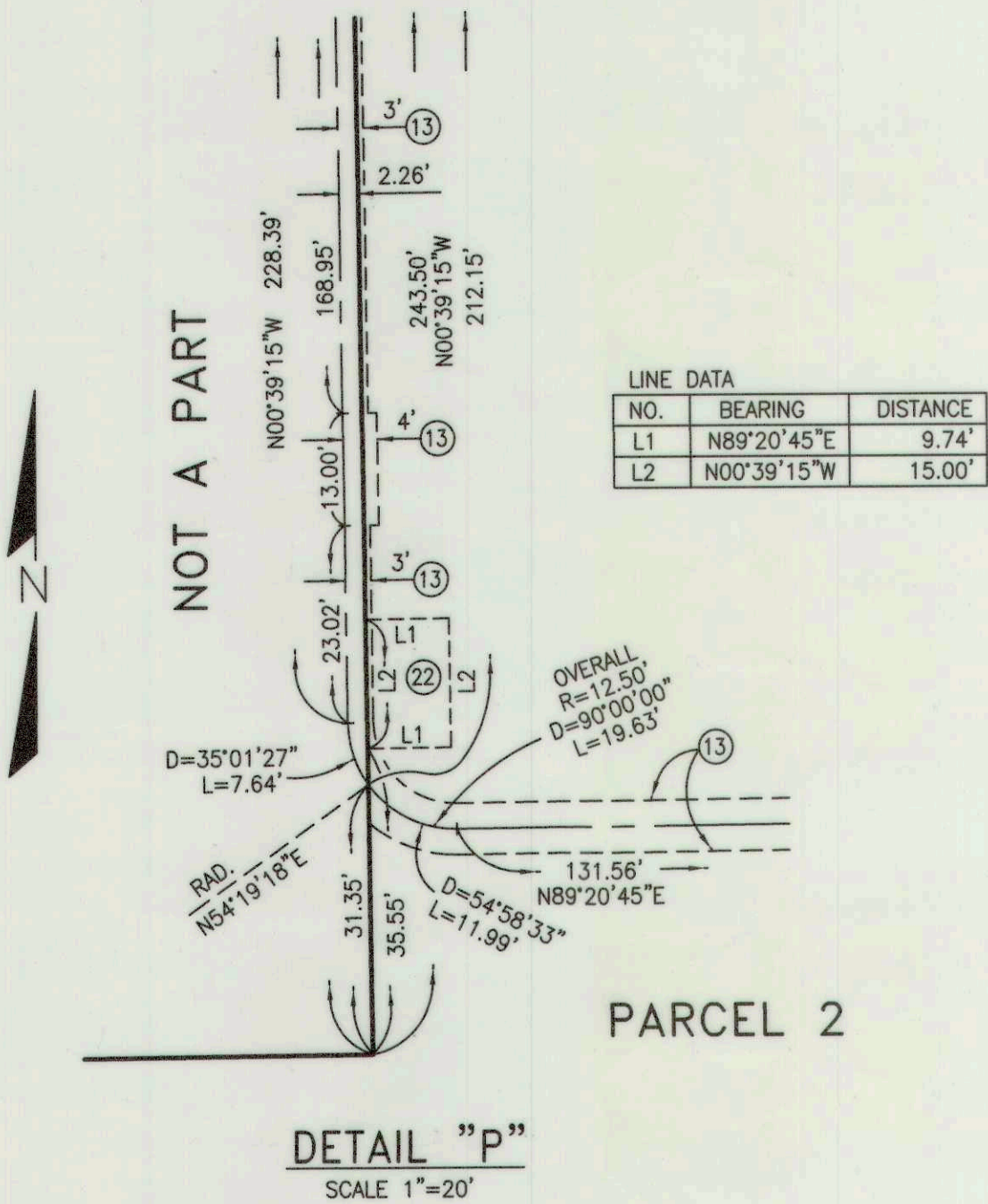
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS



### EASEMENT WIDTH NOTE

THE WIDTH OF EASEMENT ⑬ IS 6', HALF WIDTH IS 3'.  
THE WIDTH OF EASEMENT ⑥ IS 10', HALF WIDTH IS 5'.  
THE WIDTH OF EASEMENT ⑬ IS 6', HALF WIDTH IS 3',  
UNLESS OTHERWISE NOTED.



### NOTE

SEE SHEET 12 FOR EASEMENT NOTES.



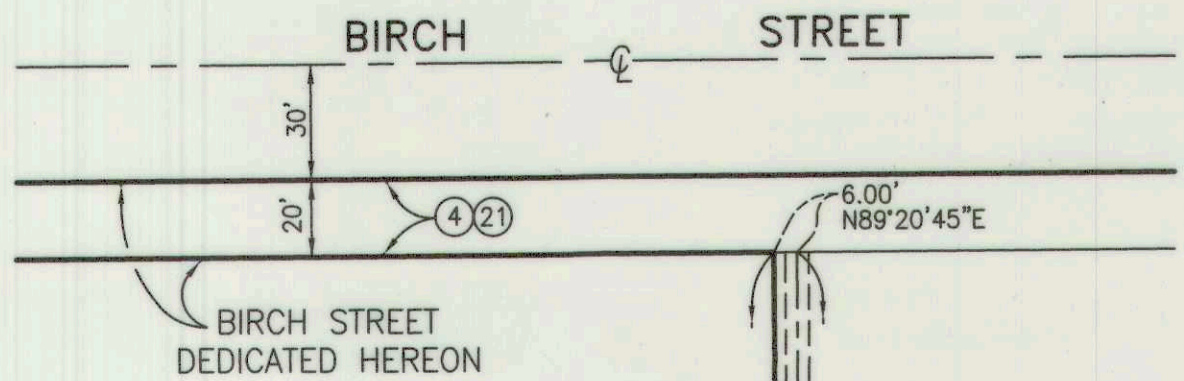
# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS

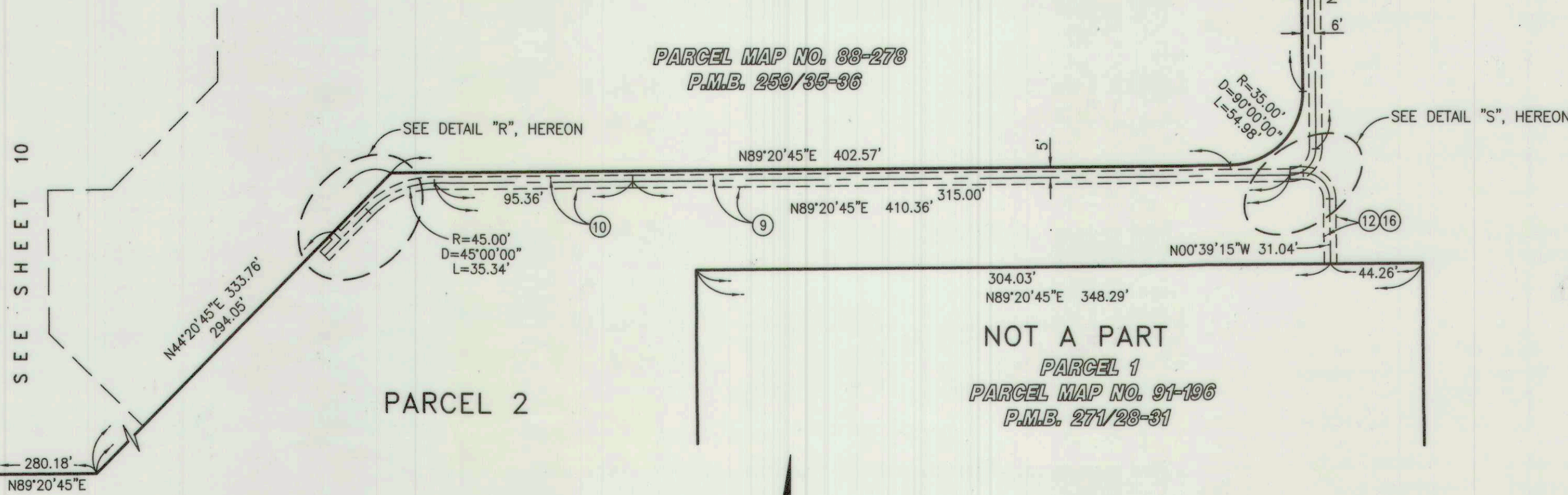
### EASEMENT WIDTH NOTE

THE WIDTH OF EASEMENTS (9), (10), (12) AND (16) IS 6',  
HALF WIDTH IS 3'.

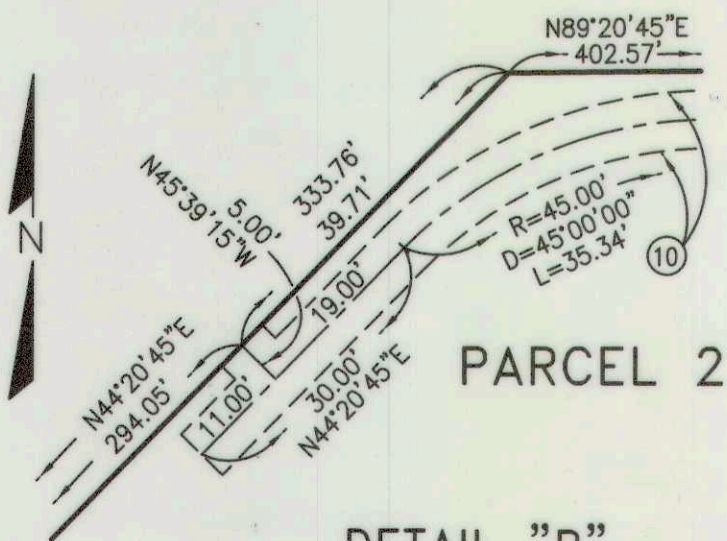


PARCEL 2

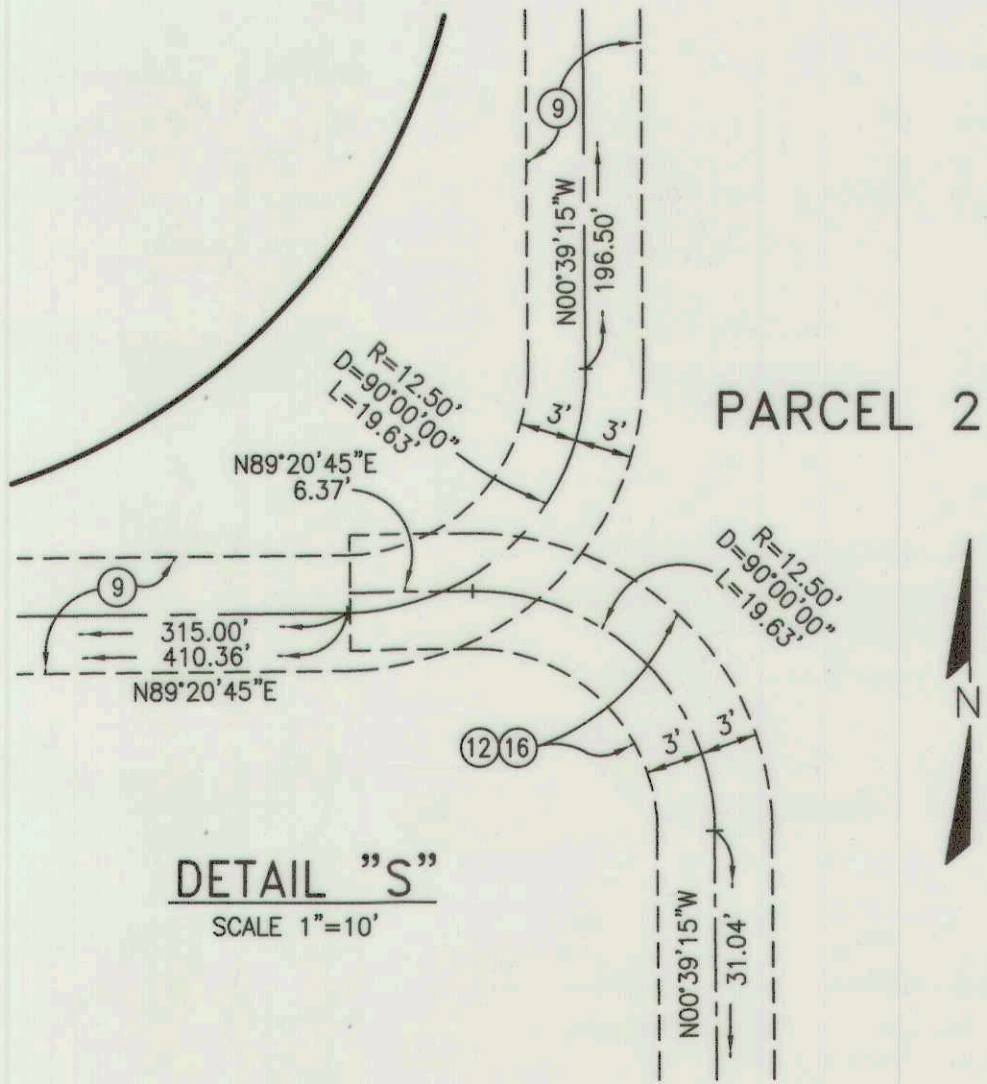
PARCEL MAP NO. 88-278  
P.M.B. 259/35-36



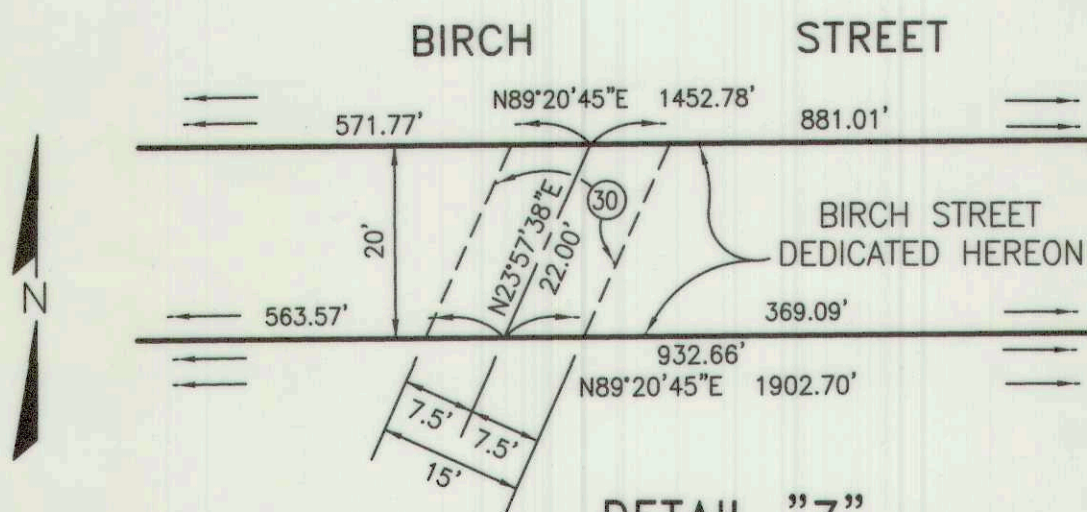
DETAIL "Q"  
SCALE 1"=50'  
SEE SHEET 10



DETAIL "R"  
SCALE 1"=20'



DETAIL "S"  
SCALE 1"=10'



DETAIL "Z"  
SCALE 1"=20'  
SEE SHEET 10

NOTE  
SEE SHEET 12 FOR EASEMENT NOTES.



ALL OF TENTATIVE  
 PARCEL MAP NO. 2022-113  
 4 NUMBERED PARCELS  
 AREA: 47.125 AC., GROSS  
 42.303 AC., NET  
 DATE OF SURVEY: OCTOBER, 2023

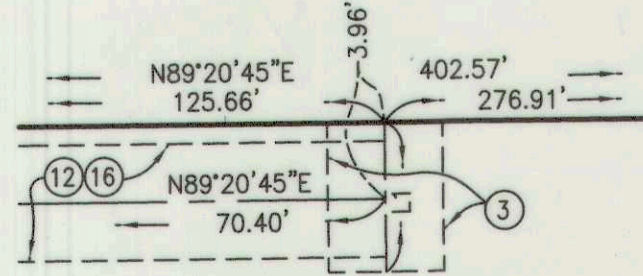
# PARCEL MAP NO. 2022-113

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 raSMITH KENT COOPER, P.L.S. 9322 DATE: OCTOBER, 2023

## EASEMENTS

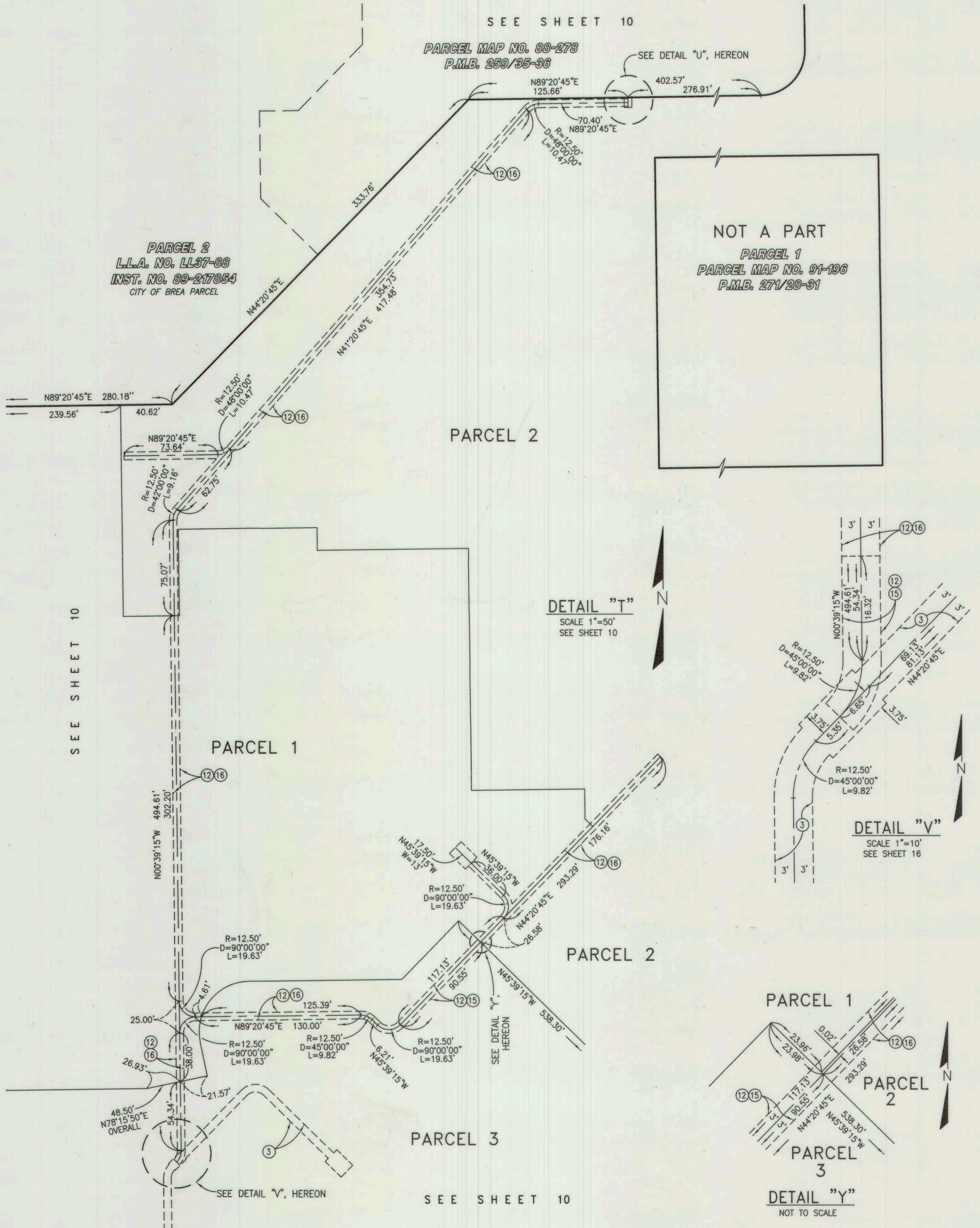
### EASEMENT WIDTH NOTE

THE WIDTH OF EASEMENTS (3), (12), (15) AND (16) IS 6',  
 HALF WIDTH IS 3', UNLESS OTHERWISE NOTED.



LINE DATA		
NO.	BEARING	DISTANCE
L1	N00°39'15"W	7.73'

DETAIL "U"  
 SCALE 1"=10'



**NOTE**  
 SEE SHEET 12 FOR EASEMENT NOTES.



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Brea  
1 Civic Center Cl. 2<sup>nd</sup> fl.  
Brea, California 92821  
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:  
Government Code Sections 6103 and  
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SUBDIVISION IMPROVEMENT AGREEMENT

#### SUBDIVISION REFERENCE DATA

FINAL PARCEL MAP NO. 2022-113 ("Final Map" herein)

BASED ON TENTATIVE MAP NO. 2022-113

NAME OR FINAL PARCEL MAP  
NUMBER OF SUBDIVISION:

PARCEL MAP 2022-113 ("Subdivision"  
herein)

NAME AND ADDRESS OF  
SUBDIVIDER(S):

The Retail Property Trust, a Massachusetts  
business trust  
225 W. Washington St.  
Indianapolis, IN. 46204

CITY COUNCIL RESOLUTION OF  
APPROVAL NO.:

2023-026 ("Resolution of Approval" herein)

IMPROVEMENT PLANS NO.:  
(includes related specifications)

Public Improvements as shown on Tentative  
Parcel Map 2022-113; as shown on all plans  
permitted and approved by the City of Brea  
Public Works Department, Community  
Development Department, and Fire  
Department; as identified within City Council  
Resolution No. 2023-027; and as identified  
within City Council Ordinance No. 1236 and  
Development Agreement No. 2020-01  
("Improvement Plans" herein)

ESTIMATED TOTAL COSTS: IMPROVEMENTS \$ 2,375,720.00

PAYMENT \$ 2,375,720.00

GRADING \$ N/A

**TOTAL:** \$ 4,751,440.00

ESTIMATED MONUMENTATION COST: \$ 62,400.00  
 (to be subject to separate deposit)

FORM OF IMPROVEMENT SECURITY: ☒ Corporate surety bonds  
☐ Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable): Travelers Casualty and Surety  
Company of America

SURETY BOND NUMBERS (if applicable):  
 Improvements: 107969795  
 Payment: 107969796  
 Grading: N/A  
 Monuments: 107969794

EFFECTIVE DATE OF AGREEMENT: \_\_\_\_\_  
 (to be inserted by City)

COMPLETION PERIOD: All improvements of Parcel Map 2022-113 (including the complete water and sewer system) shall be completed within 365 consecutive days from the Effective Date of the Agreement.

\*\*\*\*\*

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Signatures  
Faithful Performance Bond  
Payment Bond  
Monument Bond

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Brea, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

### RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. The Improvement Plans for the construction, installation and completion of the Improvements, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. The Improvement Plans are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plans, including public improvements and private street improvements, is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

#### 1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation, as more specifically described in the Tentative Map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").



B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City's Public Works Director whose decision shall be final. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the Improvements and shall bear all risks of loss or damage to the Improvements until the latter of the following time periods: (i) the category of Improvements is accepted by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time specified in a development agreement involving the Subdivision or other agreement or obligation imposed on the Subdivider. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

I. Subdivider shall pay all City fees and costs set forth in the latest fee resolution as adopted by the City Council from time to time as required for the development of the Subdivision, including but not limited to, the following:

1. Building Permit Fees – to be paid at the time of building permit issuance;

2. Final Map Filing Fee – to be paid at time of filing final map;

3. Final Map Plan Check Fees --- to be paid from cash deposit established at time of filing final map;

4. Final Map Monumentation Fees – to be paid from cash deposit established at time of filing final map;

5. Plan Check and Review Fees – to be paid from cash deposit established at time of filing improvement plans;

6. Encroachment Permit Fees – to be paid at time of application for encroachment permit; and

7. Inspection Fees – to be paid from cash deposit established at time of approval of improvement plans.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Parcel Map Conditions of Approval, prior to the acceptance of improvements and release of bonds or other security.

K. If and to the extent required by Labor Code Section 1720, et seq., Developer and its contractors shall: (i) pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement; and (ii) comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code

## 2. SOILS TESTING AND REPORT

A. Subdivider shall employ and pay for a Soils Engineer acceptable to the City Engineer. The Soils Engineer shall perform soils and materials testing, construction

control testing, and interpretation of test results, for the Improvements in accordance with the requirements set forth in Improvement Plans and as approved by City.

B. The Soils Engineer shall provide City the reports containing the results of the testing and the interpretation of the results done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing and interpretation have been done properly in accordance with all applicable standards, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the City Engineer.

### 3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the improvements identified in the Resolution of Approval, and the following improvements, in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement as though set forth at length herein.:

A. Streets, storm drains and monuments described in the Improvement Plans on file in the office of the City Engineer.

B. Water and sewer systems described in the Improvement Plans.

C. Underground utilities, including undergrounding of any existing overhead utilities.

D. Street lights

E. Walls, landscaping and hardscaping

F. Traffic signal system improvements

G. Signage and striping improvements

H. All public improvements as shown on all plans permitted and approved by the City of Brea Public Works Department, Community Development Department, and Fire Department.

I. All improvements within the public right-of-way or within public easement areas as described in the Conditions of Approval, identified and included in City Council Resolution No. 2023-027.

J. All improvements within the public right-of-way or within public easement areas as described in Development Agreement No. 2020-01, identified and included in City Council Ordinance No. 1236.



K. All improvements within the public right-of-way or within public easement areas as shown on Tentative Parcel Map No. 2022-113.

#### 4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request, in the form of a written letter, a final inspection by the City Engineer. Within ninety (90) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted fees and rates.

C. Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

#### 5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year period.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

## 6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and, the order of any court; failure or the City to timely act; failure of third parties/agencies to timely issue permits or approvals; material shortages.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

## 7. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval (which shall not be unreasonably withheld, delayed, or conditioned provided the security is consistent with the provisions of Government Code section 66499.1 and 66499.9), the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last

of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. Commencing on the Effective Date of Agreement, and on an annual basis thereafter, the Subdivider shall automatically increase the amount of such security based on consumer price index adjustments, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and explanation therefor. The consumer price index adjustment shall be calculated using the Consumer Price Index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent 12-months ending on December 31<sup>st</sup> prior to the Effective Date of Agreement based on data available from the United States Bureau of Labor Statistics.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval (which shall not be unreasonably withheld, delayed, or conditioned provided the security is consistent with the provisions of Government Code section 66499.2), the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. Commencing on the Effective Date of Agreement, and on an annual basis thereafter, the Subdivider shall automatically increase the amount of such security based on consumer price index adjustments, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and explanation therefor. The consumer price index adjustment shall be calculated using the Consumer Price Index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent 12-months ending on December 31<sup>st</sup> prior to the Effective Date of Agreement based on data available from the United States Bureau of Labor Statistics.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.



D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements, and accordingly, shall not be fully released until after the City Engineer's determination that the Improvements are not defective following the completion of the one-year warranty period.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 6 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements (including the complete water and sewer system) within the Completion Period and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

G. Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

## 8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners, private community association, or homeowners' association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners, private community association, or homeowners' association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder in accordance with the partial release provisions of Government Code section 66499.7, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the

City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within ninety (90) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within ninety (90) days of receipt of the list of remaining work from the City Engineer, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have ninety (90) days to review, comment, and approve, modify, or disapprove those cost estimates. The City Engineer shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits City Engineer from allowing for a partial release as he or she otherwise deems appropriate.

3. If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original performance security unless the City Engineer allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required public improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the Improvements until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City Engineer within thirty (30) days.

6. Within ninety (90) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within thirty (30) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which Stop Notices are required to be filed pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all Stop Notice claimants for whom Stop

Notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 8 shall not apply to any required guarantee and warranty period required by Government Code Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to provide the City with notice that it has accepted or rejected those Improvements. If at the end of that period the City has not received written notice, it shall be conclusively deemed that the Subdivider's performance of the obligation was not done to its satisfaction, and such improvement security shall be retained until such notice is received.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

## 9. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective methods, materials and workmanship (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage



systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1.F of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "Indemnitees") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the Indemnitees.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees to the extent of the indemnity above provided.

## 10. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the

insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

## B. Insurance During Construction

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

### 1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

### 2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

### 3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars



per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than twenty million dollars (\$20,000,000) each accident.

#### 4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

#### 5. Builder's Risk Insurance

Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

#### C. Insurance After Construction

Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

##### 1. Commercial Property Insurance

Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a

commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

## 2. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

## 3. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

## 4. Workers Compensation Insurance

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

## 5. Business Auto Coverage

Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars (\$1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than fifteen million dollars (\$15,000,000) each accident.



#### D. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.
2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.
4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.
5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.
6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.
7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.
8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require the general contractor hired for this project to construct the Improvements to purchase and maintain insurance for commercial general liability (minimum limit one million dollars [\$1,000,000] per occurrence), automobile liability (one million dollars [\$1,000,000] per accident) and workers' compensation (statutory benefits), and to include within the insurance an additional insured endorsement for all subcontractors. If the work is to be completed in phases, then prior to the issuance of the Certificate of Completion for each phase, Subdivider shall, upon request by City, provide the City with copies of all insurance certificates and endorsements related to such phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific Subdivision location.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.



17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than fifteen million dollars (\$15,000,000) for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

## 11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention



to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

### 13. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

### 14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

#### 15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:           City Engineer  
                                  City of Brea  
                                  1 Civic Center Circle  
                                  Brea, California 92821

If to the Subdivider: To the address set forth above in the Subdivision  
Reference Data, or to such other address as may  
subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

#### 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

#### 17. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Subdivider.

#### 18. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

#### 19. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS



The Subdivision Reference Data and the Recitals are incorporated into, and made a part of, this Agreement.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of the chairperson of the board, the president or any vice president and the secretary, any assistant secretary, the chief financial officer or any assistant treasurer, are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation. If signed by any other entity, proof of the signer's authority to bind the entity must be provided.]

"SUBDIVIDER"

The Retail Property Trust, a Massachusetts business trust

(Type or print exact name of person or business entity)

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Type or print name of authorized officer)

\_\_\_\_\_  
(Title of authorized officer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Type or print name of authorized officer)

\_\_\_\_\_  
(Title of authorized officer)

Date: \_\_\_\_\_

"CITY"

CITY OF BREA

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK



## SUBDIVISION AGREEMENT PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

Whereas, the City of Brea, State of California, and THE RETAIL PROPERTY TRUST, a Massachusetts business trust (Principal) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated April 3, 2025, and identified as Public Improvements as shown on Tentative Parcel Map 2022-113, as shown on all plans permitted and approved by the city of Brea Public Works Department, Community Development Department, and Fire Department, as identified within City Council Resolution No. 2023-027, and as identified within City Council Ordinance No. 1236 and Development Agreement No. 2020-01, and Project Parcel Map No. 2022-113, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and Travelers Casualty and Surety Company of America as surety ("Surety"), are held and firmly bound unto the or City of Brea ("City"), in the penal sum of **Two Million, Three Hundred Seventy-Five Thousand, Seven Hundred Twenty and 00/100 Dollars (\$2,375,720.00)** 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 Principal, their 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 said agreement 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 the City, 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.

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 the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.



IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 3, 2025

THE RETAIL PROPERTY TRUST, a  
Massachusetts business trust

"Principal"

225 W. Washington St. Indianapolis,  
IN 46204

By: \_\_\_\_\_

Its Executive Vice President -  
Chief Financial Officer

Brian J. McPhee

By: \_\_\_\_\_

Its Witness

April Corrigan

Travelers Casualty and Surety Company of  
America  
"Surety"

One Tower Square, Hartford, CT 06183

By: \_\_\_\_\_

Its Attorney in Fact

Stephanie Gross

By: \_\_\_\_\_

Its Witness

Misty Witt

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF AGREEMENT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Texas }

County of Harris }

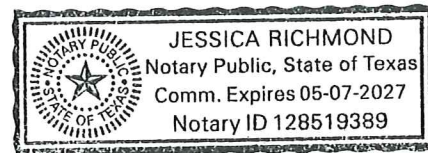
On April 3, 2025 before me, Jessica Richmond,  
(Here insert name and title of the officer)

personally appeared Stephanie Gross,  
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.

Jessica Richmond  
Notary Public Signature (Notary Public Seal)  
My Commission Expires: May 7, 2027



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephanie Gross of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

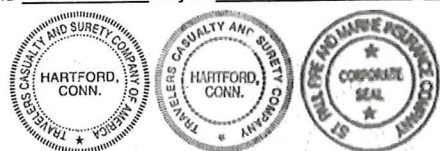
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of April, 2025.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**SUBDIVISION IMPROVEMENT AGREEMENT PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

Whereas, the City of Brea, State of California, and THE RETAIL PROPERTY TRUST, a Massachusetts business trust ("Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated April 3, 2025, and identified as Public Improvements as shown on Tentative Parcel Map 2022-113, as shown on all plans permitted and approved by the city of Brea Public Works Department, Community Development Department, and Fire Department, as identified within City Council Resolution No. 2023-027, and as identified within City Council Ordinance No. 1236 and Development Agreement No. 2020-01, and Project Parcel Map No. 2022-113, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Brea ("City") 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.

Now, therefore, the Principal and the undersigned as corporate surety ("Surety"), are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Two Million, Three Hundred Seventy-Five Thousand, Seven Hundred Twenty and 00/100 Dollars (\$2,375,720.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 the City in successfully enforcing this 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.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the Principal, any of its subcontractors, or both the Principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the Principal, any of its subcontractors, or both the Principal and its subcontractors pursuant to Labor Code Section 1771.2, if 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.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or 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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: April 3, 2025

THE RETAIL PROPERTY TRUST,  
a Massachusetts business trust

"Principal"

225 W. Washington St. Indianapolis,

IN 46204

By:

Its Executive Vice President  
Chief Financial Officer

Brian J. McCardle

By:

Its Witness

April Cunningham

Travelers Casualty and Surety Company of  
America

"Surety"

One Tower Square, Hartford, CT 06183

By:

Its Attorney in Fact

Stephanie Gross

By:

Its Witness

Misty Witt

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Texas }

County of Harris }

On April 3, 2025 before me, Jessica Richmond,  
(Here insert name and title of the officer)

personally appeared Stephanie Gross,  
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.

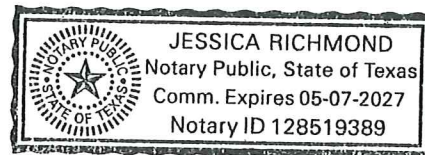
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Jessica Richmond*

Notary Public Signature  
My Commission Expires: May 7, 2027

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephanie Gross of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

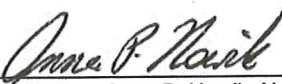
City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of April, 2025.





Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



### **Subdivision Monument Bond**

**WHEREAS**, the City of Brea, State of California, and THE RETAIL PROPERTY TRUST, a Massachusetts business trust (hereinafter designated as "Principal") have entered into an agreement whereby Principal has presented to the City for its approval a Final Subdivision Map, which Map carries the Engineer's or Surveyor's certificate that the monuments will be set on or before a specified later date, which said agreement, identified as Project Parcel Map No. 2022-113 and dated April 3, 2025 ("Agreement"), and, is hereby referred to and made a part hereof; and

**WHEREAS**, said Principal shall insure the setting of monuments and to guarantee payment to the Engineer or Surveyor for setting such monuments in said Subdivision, and as a prerequisite to the approval of said Final Subdivision Map; and

**NOW, THEREFORE**, we the Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Brea, California, in the penal sum of **Sixty-Two Thousand, Four Hundred and 00/100 Dollars (\$62,400.00)**, lawful money of the United States, for the payment of such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, their heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions in the Agreement 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 his or their true intent and meaning, and shall indemnify and save harmless the City of Brea, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

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



The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications. The Surety further stipulates and agrees that its obligations and liability on this bond shall be released only upon final completion and City's acceptance of the work required pursuant to this Agreement.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety above named, on April 3, 2025.

[SEAL]

[SEAL]

**Travelers Casualty and Surety Company of America**

**THE RETAIL PROPERTY TRUST,  
a Massachusetts business trust**

**SURETY**

By:

Stephanie Gross, Attorney in Fact  
(Name)  
(Title)

**PRINCIPAL**

By:

Brian J. McDade  
(Name)  
Executive Vice President - Chief Financial Officer  
(Title)

By:

(Name)

(Title)

Two signatures are required for corporations unless corporate documents are provided that indicate otherwise.



*This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Texas }

County of Harris }

On April 3, 2025 before me, Jessica Richmond,  
(Here insert name and title of the officer)

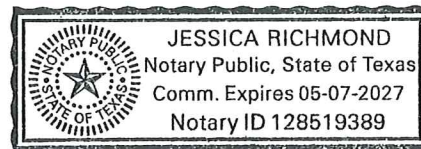
personally appeared Stephanie Gross,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Jessica Richmond  
Notary Public Signature  
My Commission Expires:

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephanie Gross of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

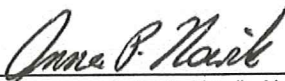
City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of April, 2025.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.