



Finance Committee Agenda

Tuesday, May 12, 2026, 8:30 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

MEMBERS: Mayor Pro Tem Marty Simonoff, Chair and Council Member Steve Vargas

ALTERNATES: Mayor 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 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

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

2. CONSENT

- 2.A. Approval of Minutes 04-28-2026

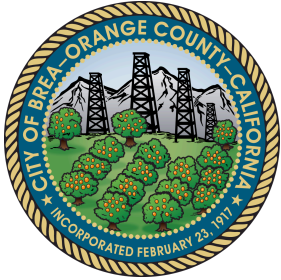
3. DISCUSSION

- 3.A. Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement
- 1. Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees).
 - 2. Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.
- 3.B. Acceptance of Final Tract Map No. 19315 for Condominium Purposes, Subdivision Monument Bond, and Public Improvements for the site located at 685 South Brea Boulevard
- 1. Accept Final Tract Map No. 19315 for Condominium Purposes
 - 2. Accept Subdivision Monument Bond and authorize City Clerk to release the Subdivision Monument Bond upon further notification from the Public Works Department
 - 3. Accept Public Improvements associated with the site located at 685 S. Brea Boulevard.

4. ADJOURNMENT

Next Scheduled Meeting: Tuesday, May 26, 2026

Date Posted: May 7, 2026



CITY *of* BREA

Finance Committee Communication

May 12, 2026

Item No. 2A.

Approval of Minutes 04-28-2026

TO	PREPARED BY
Finance Committee Members	Debbie Duff, Accounting Technician II
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

Attachments

[Finance Committee-04-28-2026-minutesDraft.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the Finance Committee

1 Civic Center Circle, Brea, CA 92821

April 28, 2026, 8:30 AM - 8:44 AM

1. CALL TO ORDER/ROLL CALL

Mayor Pro Tem Marty Simonoff called the meeting to order at 8:30 am.

1.A. Attendees

Mayor Pro Tem Marty Simonoff, Council Member Steve Vargas, Kristin Griffith, Jason Killebrew, Monica Lo, Chief Dan Mielke, Sean Matlock, Michael Ho, Ryan Chapman, Alicia Brenner, Eric Aulls, Jenn Colacion, Marie Dao, Jaquelyn Salgado, Jacqueline Lizarraga, Patty Jaminson, and Debbie Duff.

1.B. Matters from the Audience

None.

2. CONSENT

2.A. Approval of Minutes 02-24-2026

The minutes of the February 24, 2026 Finance Committee meeting were approved as written.

2.B. Approval of Minutes 04-14-2026

The minutes of the April 14, 2026 Finance Committee meeting were approved as written.

3. DISCUSSION

3.A. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2025-27

Council Member Vargas inquired about the \$200,000 budget adjustment related to the Thompson Oil Site Hydrant. Staff explained that the adjustment reallocates remaining funds from the completed Thompson Oil project to the Miscellaneous Water Improvements project. Council Member Vargas noted that he would like to be informed about any matters involving Thompson Oil.

The Finance Committee recommended this item for City Council action.

3.B. Professional Services Agreement for City's Housing Rehabilitation Program

Council Member Vargas wants to know what the "GRC" stands for in GRC Associates. Staff will follow up and confirm.

The Finance Committee recommended this item for City Council action.

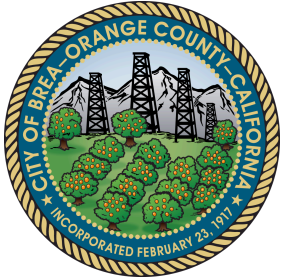
3.C. Sourcewell Maintenance Agreement with TK Elevator Corporation

Mayor Pro Tem Simonoff asked Staff to confirm the pricing part of the agreement. Each term will run from July 1 to June 30, with 80% of the contract price subject to adjustment for labor cost increases and 20% subject to adjustment for material cost increases, capped at a maximum annual increase of 4%.

The Finance Committee recommended this item for City Council action.

4. ADJOURNMENT

Mayor Pro Tem Marty Simonoff adjourned the meeting at 8:44 am.



CITY of BREA

Finance Committee Communication
 May 12, 2026
 Item No. 3A.

Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

TO	PREPARED BY
Finance Committee Members	Brian Ingallinera, Environmental Services Coordinator
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

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

1. Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively "Permittees").
2. Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

BACKGROUND/DISCUSSION

The City is a Permittee under the Municipal Separate Storm Sewer System (MS4) permits issued by the California Regional Water Quality Control Board, Santa Ana Region (Control Board). The original NPDES Stormwater Permit Implementation agreement (D90-094), which was executed in 1990 and amended in 1993 and 2002 (D02-048), established a cooperative framework for implementing the Orange County Stormwater Program to meet MS4 permit requirements and improve surface water quality. The Agreement allowed for collaboration, consistency, and cost-sharing of regional compliance strategies, municipal staff training, watershed monitoring and reporting efforts, and other MS4 program elements required of each Permittee.

While the current Agreement has achieved significant water quality improvements at local beaches and in inland waters, state regulatory requirements issued through MS4 permits have changed significantly since the Control Board updated the last Agreement. Watershed-specific water quality priorities have become increasingly complex, requiring targeted solutions, including structural treatment projects, to meet ongoing and forthcoming compliance requirements. This new Agreement formalizes the annual consultation process with the Orange County City Managers Association (OCCMA), which updates and improves the existing annual budget collaboration process already in place with OCCMA. The new Agreement restates and updates the original Agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It continues the collaborative approach among the Permittees to implement regional stormwater management strategies, while also providing added flexibility in designing and developing watershed-specific strategies, programs, and projects through a shared-cost, sub-budget approach.

The shared cost budget developed annually for this Agreement maintains the existing cost-sharing formula based on land area and population for the unincorporated County and 34 Orange County cities, with the District contributing 10% of the overall cost and the County and Cities sharing the remaining 90%. For items that do not apply to all Permittees, the same cost-sharing formula would apply to the participating Permittees. Sub-budget items could assist with a variety of projects and apply at scales ranging from the full MS4 permit area to watershed and sub-watershed areas.

Key provisions of the Agreement include: a continued designation of the County of Orange as the administrator of the regional Orange County Stormwater Program; clarification of responsibilities of the County of Orange, Orange County Flood Control District and Orange County Cities in relation to the Agreement; clarification of the compliance reporting, monitoring, and implementation of Best Management Practices (BMPs); engagement with the OCCMA for strategic input on compliance and funding; development of an updated collaborative review process for annual operating budgets; continuation of the existing cost sharing approach and formula between Permittees based on land area and population; implementation of a sub-budget approach allowing for smaller groups of Permittees to support development of targeted water quality projects and programs.

All 34 Orange County cities will work with their respective Councils to approve this new Agreement. To date, 33 of the Orange County cities have already received approval from their City Councils for the amended Agreement.

FISCAL IMPACT/SUMMARY

There is no fiscal impact to the General Fund. The City's financial contribution towards the Agreement is based on the proportional share of land area and population as outlined in the Agreement. Funded by Fund 410, Urban Water Runoff covers the costs associated with the Agreement and is programmed in the City's future operational budget for stormwater compliance.

Attachments

[Stormwater Implementation Agreement.pdf](#)

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4") (herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR") (collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

1. Annual operating budgets.

a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 - June 30.

- b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.
- c. A draft of the annual operating budget may be prepared for the PERMITTEES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.
- d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.
 - a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).
 - b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.
 - c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.
 - d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.
3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:

- a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

better absorb increases in consultant fee rates.

- b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.
- c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.

8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.

9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

- a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.
- B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:
1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
 2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
 3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.
- C. The CITIES, at no cost to the Counties and the District, shall:
1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
 2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
 3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

- a. Identifying applicable zoning and land use designations.
 - b. Identifying areas where sources of specific pollutants are known.
4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.
 5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.
 6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.
 7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.
 8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.

B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.

C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

<u>Participants</u>	<u>Percentage Contribution</u>
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.

5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY'S annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY'S annual share against each CITY'S share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY'S annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates
opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____

By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

///

///

///

CITY OF ALISO VIEJO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF ANAHEIM

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF BREA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF BUENA PARK

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF COSTA MESA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF CYPRESS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF DANA POINT

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF FULLERTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF GARDEN GROVE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF HUNTINGTON BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF IRVINE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LA HABRA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LA PALMA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA HILLS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA NIGUEL

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAGUNA WOODS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LAKE FOREST

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LOS ALAMITOS

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF MISSION VIEJO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF NEWPORT BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF ORANGE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF PLACENTIA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF RANCHO SANTA MARGARITA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SAN CLEMENTE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SAN JUAN CAPISTRANO

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SANTA ANA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF SEAL BEACH

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF STANTON

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF VILLA PARK

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF WESTMINSTER

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF YORBA LINDA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

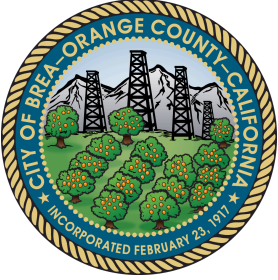
<u>Landfills</u>	<u>Jurisdiction</u>
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
 <u>State Parks</u>	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
 <u>Airports</u>	
Fullerton	Fullerton
John Wayne	County
 <u>Military facilities</u>	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
 <u>National Forests</u>	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve

**Includes Laguna Laurel Ecological Preserve

***Active military areas

****Includes Seal Beach National Wildlife Refuge



CITY *of* BREA

Finance Committee Communication

May 12, 2026

Item No. 3B.

Acceptance of Final Tract Map No. 19315 for Condominium Purposes, Subdivision Monument Bond, and Public Improvements for the site located at 685 South Brea Boulevard

TO	PREPARED BY
Finance Committee Members	Ryan Chapman, City Engineer
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

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

1. Accept Final Tract Map No. 19315 for Condominium Purposes; and
2. Accept Subdivision Monument Bond and authorize City Clerk to release the Subdivision Monument Bond upon further notification from the Public Works Department; and
3. Accept Public Improvements associated with the site located at 685 S. Brea Boulevard.

BACKGROUND/DISCUSSION

On July 23, 2024, the Planning Commission approved Resolution No. PC 2024-09 to approve Precise Development No. 2023-03, Resolution No. PC 2024-08 to approve Density Bonus No. 2023-01, and Resolution No. PC 2024-07 to conditionally approve Tentative Tract Map No. 19315 for condominium purposes, to demolish an existing approximately 6,592 square foot commercial building, and to construct a new housing development located at 685 S. Brea Boulevard. Tentative Tract Map No. 19315 proposed subdividing the existing site for condominium purposes to construct a total of 32 residential units. See Attachment A included herein for a project Location Map for reference. Both Resolution No. PC 2024-09 and Resolution No. PC 2024-07 included Conditions of Approval that identified requirements for the Applicant, Brea 1 Inv, LLC, to be completed before the project milestones.

Tentative Tract Map No. 19315 proposed the subdivision for condominium purposes of the existing parcel located at APN 284-282-06, the dedication of separate easements along W. Fir Street and S. Brea Boulevard for public street and utility purposes to the City of Brea, and the dedication of an ingress and egress easement for emergency vehicle purposes to the City of Brea, to facilitate the construction of 32 residential units located in four separate buildings on the project site. Proposed public improvements associated with the proposed development consisted of items such as the closure of existing project driveways for the site; the construction of two new driveway approaches on S. Walnut Avenue and W. Fir Street; the removal and reconstruction of all sidewalk adjacent to the project site along S. Walnut Avenue, W. Fir Street, and S. Brea Boulevard; roadway paving improvements to S. Walnut Avenue and W. Fir Street; the installation of conduit and communication infrastructure extensions along W. Fir Street to aid in the expansion development of the Police Department Integrated Crime Center; the removal and replacement of an existing traffic signal pole and safety light located at the intersection of W. Fir Street & S. Brea Boulevard; and all utility service connections required to facilitate the proposed development. All public improvements associated with the proposed development have been constructed and repaired as necessary before any certificate of occupancy release to the satisfaction of the Public Works Department.

According to the Conditions of Approval outlined in Resolution No. PC 2024-09 and Resolution No. PC 2024-07, the Applicant was required to prepare a Final Map that included all easement dedications for the review and tentative approval of City staff, and for the review and tentative approval of the County of Orange Surveyor's Office. Additionally, the Conditions of Approval required that the Applicant submit a monumentation bond to guarantee the setting of monuments as identified on the Final Map. The County Surveyor's Office has reviewed and approved the Final Tract Map No. 19315 for technical correctness. City staff has determined that the Final Tract Map conforms with the State Subdivision Map Act, the Tentative Tract Map, and City ordinances. See Attachment B for the Final Tract Map for reference. Additionally, the Applicant has provided a Subdivision Monument Bond for \$4,000 to ensure the setting of the property monuments identified on the Final Tract Map. See Attachment C for the Subdivision Monument Bond for reference.

FISCAL IMPACT/SUMMARY

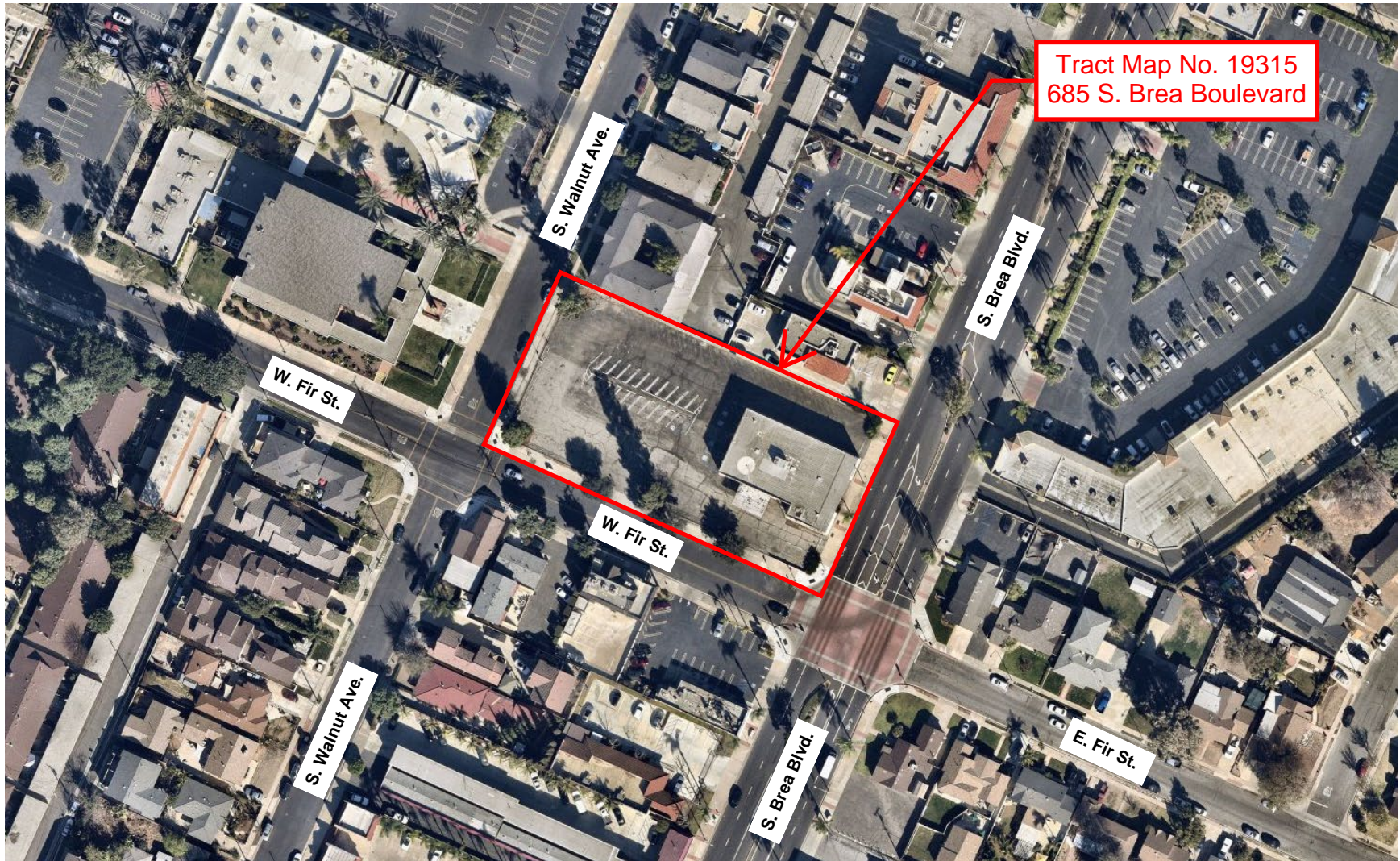
There is no fiscal impact to the General Fund. City staff have reviewed the Conditions of Approval outlined in Resolution No. PC 2024-09 and Resolution No. PC 2024-07, and Final Tract Map No. 19315, and has determined that all Conditions of Approval have been satisfied and the Final Tract Map conforms with Tentative Tract Map No. 19315. Furthermore, the County and City Engineer has reviewed and approved the Final Tract Map. Therefore, City staff recommends City Council accept Final Tract Map No. 19315 and the Subdivision Monument Bond to ensure the setting of the property monuments as identified on the Final Tract Map. Additionally, City staff is recommending acceptance of the Public Improvements associated with the site located at 685 S. Brea Boulevard, as all public improvements associated with the proposed development have been constructed and will be repaired as necessary before any certificate of occupancy release, to the satisfaction of the Public Works Department.

Attachments

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

[Attachment B - Final Tract Map.pdf](#)

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



Tract Map No. 19315
685 S. Brea Boulevard



Attachment A – Location Map



Not to scale

SHEET 1 OF 3 SHEETS
ALL OF TENTATIVE TRACT NO. 19315
1 NUMBERED LOT
2 LETTERED LOTS
GROSS AREA: 1.103 ACRES
NET AREA: 35,479 SQ. FT.

TRACT NO. 19315

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 33 OF THE W.J. HOLE
TRACT PER MAP FILED IN BOOK 2, PAGE 25 OF MISCELLANEOUS
MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
LOT 1 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
L.S. 9297



DATE OF SURVEY:
JULY 2024

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 CITY OF BREA IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: FIR STREET AND BREA BOULEVARD

WE ALSO HEREBY DEDICATE TO THE CITY OF BREA AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICLE PURPOSES, AS SHOWN ON SAID MAP.

BREA 32, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: SOCAL INVESTMENT MEMBER, INC., A
CALIFORNIA CORPORATION, ITS MANAGER

BY: MCD
MICHAEL C. VAN DAEL
PRESIDENT AND CEO

BENEFICIARY

ZIONS BANCORPORATION, N.A. DBA CALIFORNIA BANK AND TRUST, BENEFICIARY UNDER A DEED OF TRUST RECORDED SEPTEMBER 30, 2024 AS INSTRUMENT NO. 2024000252777 OF OFFICIAL RECORDS.

BY: Alee BY: _____
NAME: Amy Lee NAME: _____
TITLE: Vice President 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 }
COUNTY OF Orange } SS

ON January 21, 2026, BEFORE ME, Azumi Tatara
NOTARY PUBLIC, PERSONALLY APPEARED Amy Lee

_____, 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 Azumi
NAME Azumi Tatara

MY PRINCIPAL PLACE OF BUSINESS IS
IN Orange COUNTY
MY COMMISSION NO. 2514901
MY COMMISSION EXPIRES Mar 22, 2029

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF Riverside } SS

ON February 10, 2026, BEFORE ME, Jessica Lusca
NOTARY PUBLIC, PERSONALLY APPEARED Michael Van Daele

_____, 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 Jessica Lusca
NAME Jessica Lusca

MY PRINCIPAL PLACE OF BUSINESS IS
IN Riverside COUNTY
MY COMMISSION NO. 2538734
MY COMMISSION EXPIRES Dec. 8, 2029

SIGNATURE OMISSIONS

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

THE CITY OF BREA, HOLDER OF EASEMENTS FOR PUBLIC STREET AND PUBLIC UTILITIES PER DOCUMENTS RECORDED AUGUST 7, 1958 IN BOOK 4375, PAGE 146 AND AUGUST 29, 1966 IN BOOK 8032, PAGE 746, BOTH OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL LINES, POLES, GUY ANCHORS, CROSS ARMS, WIRES AND OTHER FIXTURES AND APPLIANCES FOR CONVEYING ELECTRIC ENERGY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED APRIL 13, 1960 IN BOOK 5193, PAGE 347 OF OFFICIAL RECORDS.

JOSEPH LOMBINO AND JENNIE M. LOMBINO, HOLDER OF RIGHTS TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS RESERVED IN A DEED FILED SEPTEMBER 19, 1951 IN THE OFFICE OF THE REGISTRATION OF TITLES OF ORANGE COUNTY AS DOCUMENT NO. 24106.

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 CITY VENTURES HOMEBUILDING, IN JULY 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 FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Dane P. McDougall 1/20/26
DANE P. MCDUGALL DATE
L.S. 9297



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 _____, _____

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



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 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 _____, _____

Ryan S. Chapman
RYAN S. 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, IN FEE, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: FIR STREET AND BREA BOULEVARD.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF BREA THE INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICLE PURPOSES AS DEDICATED.

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 _____, _____

Victoria Popescu
VICTORIA POPESCU
CITY CLERK, CITY OF BREA

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 _____, _____

Shari L. Freidenrich BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

CONDOMINIUM NOTE

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, LOT 1 CONTAINS A MAXIMUM NUMBER OF 32 UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.

SHEET 2 OF 3 SHEETS
 ALL OF TENTATIVE TRACT NO. 19315
 1 NUMBERED LOT
 2 LETTERED LOTS
 GROSS AREA: 1.103 ACRES
 NET AREA: 35,479 SQ. FT.

TRACT NO. 19315

SEE SHEET 3 FOR EASEMENT DETAILS
 AND EASEMENT NOTES.

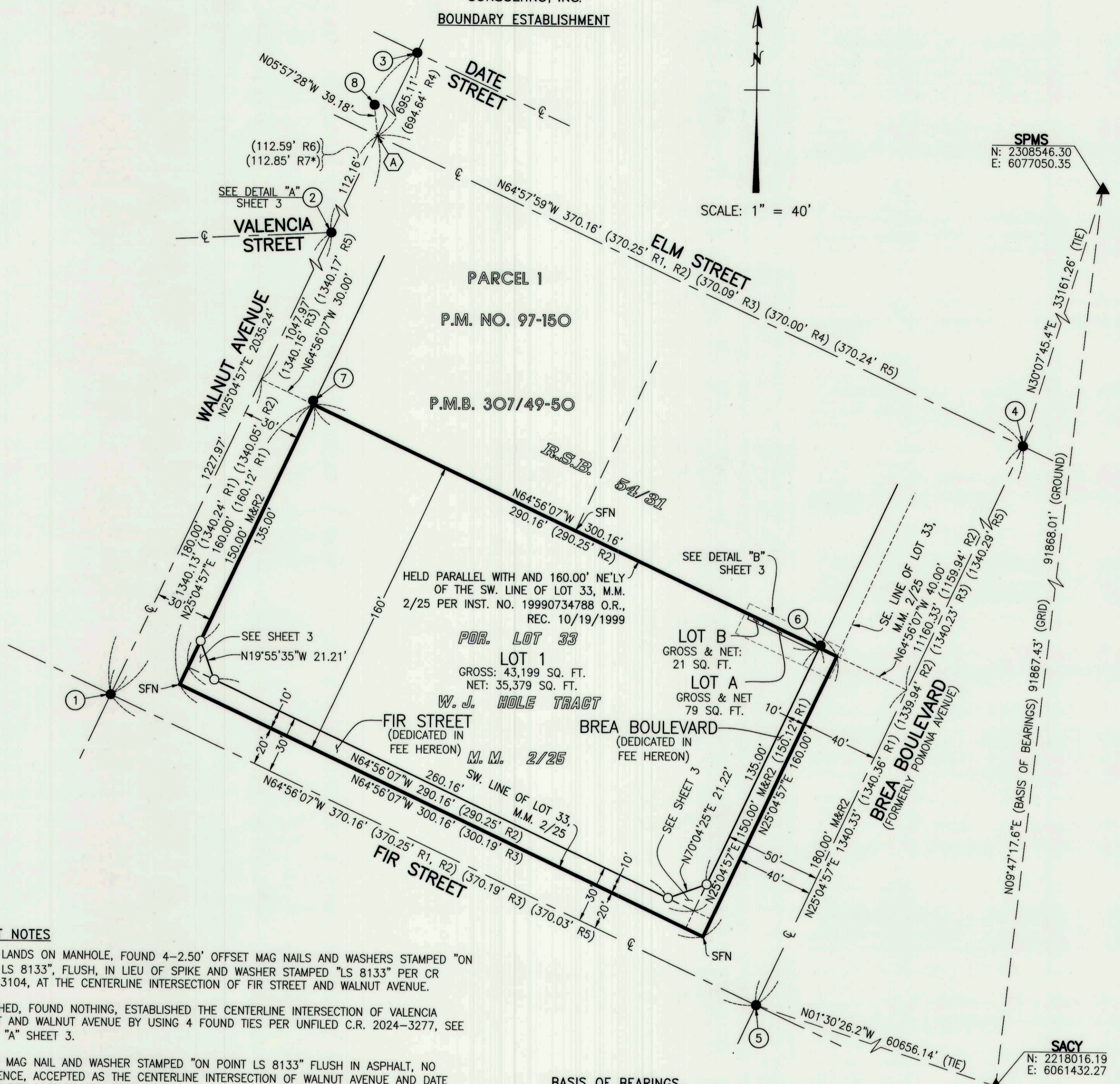
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 LOT 1 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
 L.S. 9297

C&V
 CONSULTING, INC.

DATE OF SURVEY:
 JULY 2024

BOUNDARY ESTABLISHMENT



MONUMENT NOTES

- ① POINT LANDS ON MANHOLE, FOUND 4-2.50' OFFSET MAG NAILS AND WASHERS STAMPED "ON POINT LS 8133", FLUSH, IN LIEU OF SPIKE AND WASHER STAMPED "LS 8133" PER CR 2023-3104, AT THE CENTERLINE INTERSECTION OF FIR STREET AND WALNUT AVENUE.
 - ② SEARCHED, FOUND NOTHING, ESTABLISHED THE CENTERLINE INTERSECTION OF VALENCIA STREET AND WALNUT AVENUE BY USING 4 FOUND TIES PER UNFILED C.R. 2024-3277, SEE DETAIL "A" SHEET 3.
 - ③ FOUND MAG NAIL AND WASHER STAMPED "ON POINT LS 8133" FLUSH IN ASPHALT, NO REFERENCE, ACCEPTED AS THE CENTERLINE INTERSECTION OF WALNUT AVENUE AND DATE STREET PER UNFILED C.R. 2024-1365.
 - ④ FOUND LEAD, TACK, AND TAG STAMPED "RCE 20206" FLUSH IN CONCRETE PER UNFILED C.R. 2024-2350. ACCEPTED AS THE CENTERLINE INTERSECTION OF BREA BOULEVARD AND ELM STREET.
 - ⑤ OCS GPS NO. 3558 FOUND LEAD, TACK, AND TAG STAMPED "RCE 20206" FLUSH IN CONCRETE PER UNFILED C.R. 2024-2348. ACCEPTED AS THE CENTERLINE INTERSECTION OF BREA BOULEVARD AND FIR STREET.
 - ⑥ FOUND 3/4" IRON PIPE WITH NAIL AND TAG, ILLEGIBLE, DOWN 0.6' IN DIRT, PER R.S.B. 54/31. N12°59'51"E 0.15' FROM CORNER. REPLACE TAG WITH TAG "LS 9297".
 - ⑦ FOUND 1" IRON PIPE WITH NAIL AND BROKEN TAG, ILLEGIBLE, DOWN 0.2' IN DIRT, NO REFERENCE. N34°13'08"W 0.26' FROM CORNER. REPLACE TAG WITH TAG "LS 9297".
 - ⑧ FOUND LEAD, TACK, AND TAG STAMPED "RCE 20206" ON TOP OF CURB PER CITY OF BREA TIE BOOK C-4, PAGE 10.
- INDICATES FOUND MONUMENT AS NOTED.
 - ▲ INDICATES CONTINUOUS GPS STATION (CGPS).
 - INDICATES 2" IRON PIPE TAGGED "LS 9297", FLUSH; OR LEAD, TACK, AND TAG STAMPED "LS 9297", FLUSH; OR SPIKE AND WASHER STAMPED "LS 9297", FLUSH, IN ASPHALT; OR NAIL AND TAG STAMPED "LS 9297" ON TOP OF WALL, TO BE SET.

ESTABLISHMENT NOTES

- Ⓐ SEARCHED, FOUND NOTHING. ESTABLISHED THE CENTERLINE INTERSECTION OF ELM STREET AND WALNUT AVENUE BY INTERSECTING THE CENTERLINE OF WALNUT STREET AS ESTABLISHED FROM ①, ②, AND ③ WITH THE CENTERLINE OF ELM STREET BY HOLDING RECORD TIE DISTANCE OF 39.18' PER CITY OF BREA TIE BOOK C-4, PAGE 10 FROM ⑧.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "SACY" AND "SPMS" BEING NORTH 09°47'17.6" EAST.

DATUM STATEMENT

COORDINATES SHOWN HEREON ARE BASED ON GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER FOR "SACY" AND "SPMS", TRANSLATING THOSE VALUES TO CCS83, ZONE VI, NAD83, (2017.50 EPOCH) COORDINATES IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819. ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.9999936760. (PROJECT SPECIFIC).

SURVEYOR'S NOTES

- THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.
- A SEARCH FOR ALL MONUMENTS IN THE IMMEDIATE AREA WAS PERFORMED TO AIDE IN THE ESTABLISHMENT OF THIS BOUNDARY. ALL FOUND MONUMENTS ARE SHOWN HEREON.
- LOTS A AND B ARE NOT SEPARATE BUILDING SITES.

REFERENCES

- R1 - PARCEL MAP NO. 97-150, P.M.B. 307/49-50.
- R2 - R.S.B. 54/31.
- R3 - RECORD OF SURVEY NO. 2015-1083, R.S.B. 282/36.
- R4 - TRACT NO. 154, M.M. 12/14.
- R5 - TRACT NO. 17398, M.M. 906/1-4.
- R6 - C.R. 2002-2020.
- R7 - TRACT NO. 539, M.M. 18/17
- () - INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.
- M&R - INDICATES MEASURED AND RECORD DATA PER NOTED REFERENCE.

R7* REFERENCE NOTE: R6 CALCULATES A RECORD DIMENSION OF 112.85' FROM R7 ALONG THE CENTERLINE OF WALNUT STREET BETWEEN THE CENTERLINES OF ELM STREET AND VALENCIA STREET. RETRACING THE LOTS OF R7 AND HOLDING THE OFFSETS TO CENTERLINES AS SHOWN ON R6 CONFIRMS THIS CALCULATION OF THE RECORD DIMENSION.

SHEET 3 OF 3 SHEETS
 ALL OF TENTATIVE TRACT NO. 19315
 1 NUMBERED LOT
 2 LETTERED LOTS
 GROSS AREA: 1.103 ACRES
 NET AREA: 35,479 SQ. FT.

TRACT NO. 19315

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 LOT 1 FOR CONDOMINIUM PURPOSES

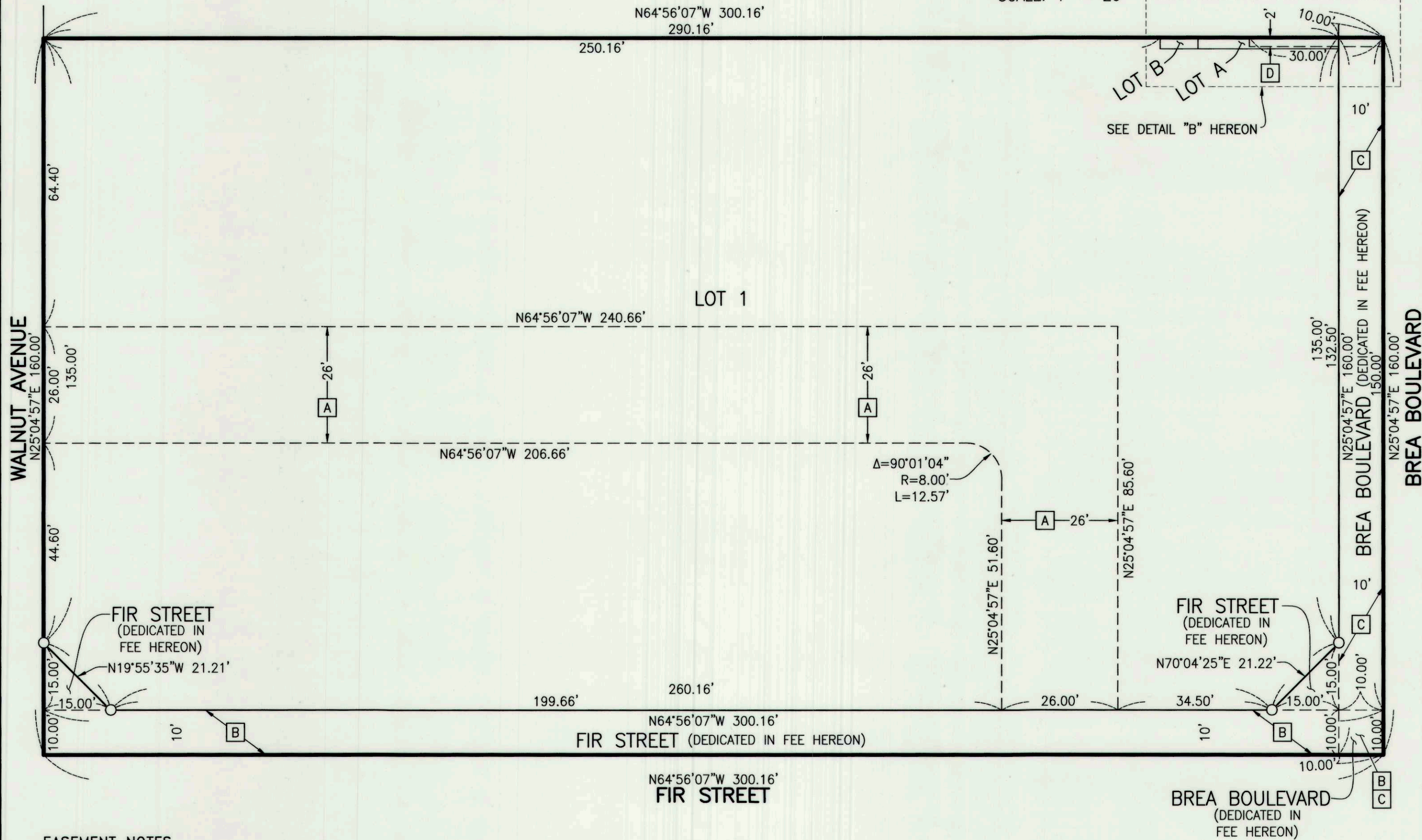
DANE P. MCDOUGALL
 L.S. 9297

C&V
 CONSULTING, INC.
 EASEMENT DETAILS

DATE OF SURVEY:
 JULY 2024

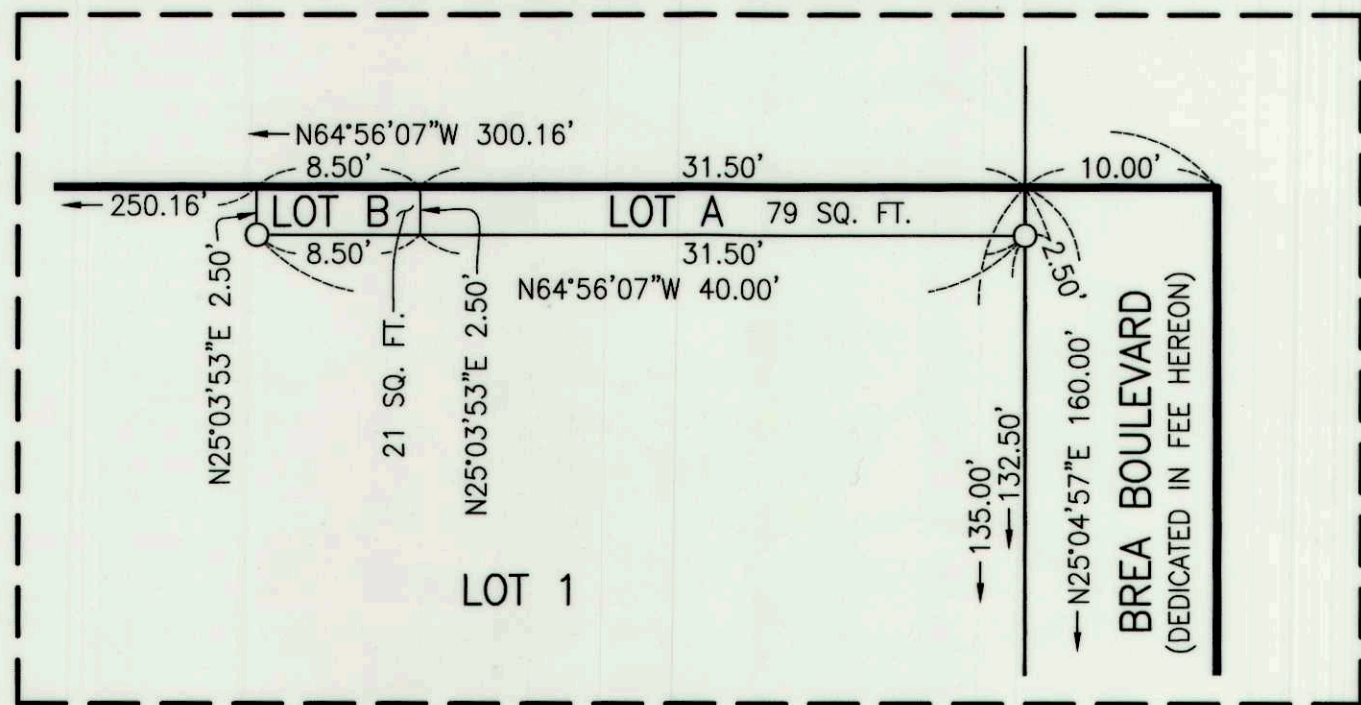
SEE SHEET 2 FOR BOUNDARY
 ESTABLISHMENT, MONUMENT NOTES,
 ESTABLISHMENT NOTES, BASIS OF
 BEARINGS, DATUM STATEMENT,
 SURVEYOR'S NOTES, AND REFERENCES.

SCALE: 1" = 20'

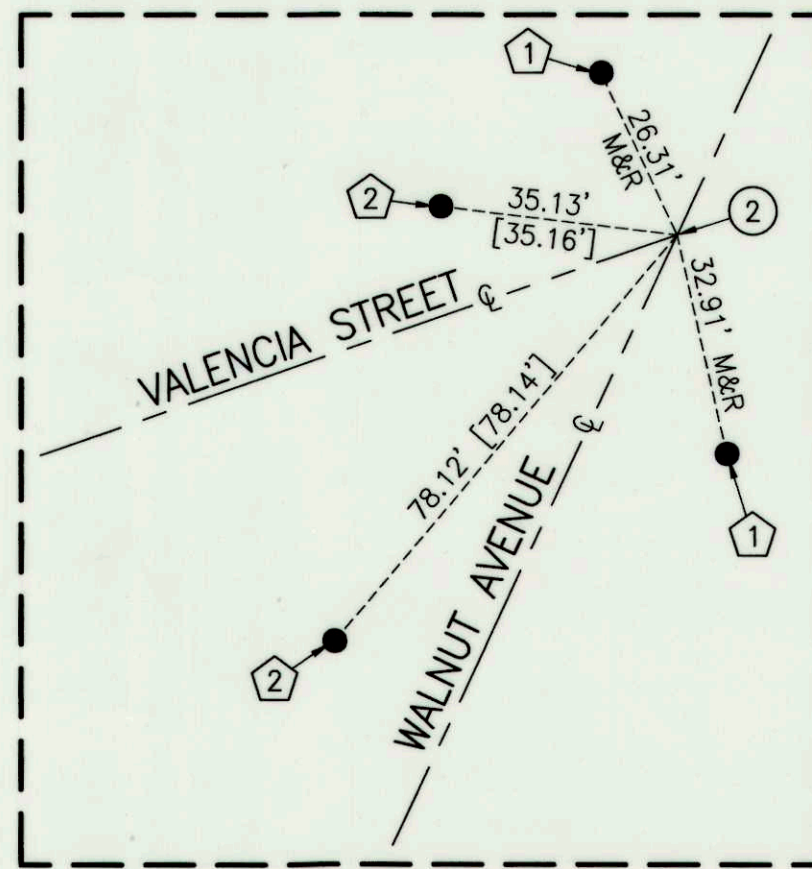


EASEMENT NOTES

- [A] AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICLE PURPOSES DEDICATED TO THE CITY OF BREA HEREON.
- [B] AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITIES PURPOSE IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED AUGUST 7, 1958 IN BOOK 4375, PAGE 146, OFFICIAL RECORDS.
- [C] AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITIES PURPOSE IN FAVOR OF THE CITY OF BREA PER DOCUMENT RECORDED AUGUST 29, 1966 IN BOOK 8032, PAGE 746, OFFICIAL RECORDS.
- [D] AN EASEMENT FOR ELECTRICAL LINES, POLES, GUY ANCHORS, CROSS ARMS, WIRES AND OTHER FIXTURES AND APPLIANCES FOR CONVEYING ELECTRIC ENERGY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED APRIL 13, 1960 IN BOOK 5193, PAGE 347 OF OFFICIAL RECORDS.



DETAIL "B"
 SCALE: 1" = 10'



DETAIL "A"
 N.T.S.

MISCELLANEOUS NOTES

- ① FOUND LEAD, TACK, AND TAG STAMPED "RCE 20206" ON TOP OF CURB PER UNFILED C.R. 2024-3277
- ② FOUND LEAD, TACK, AND TAG STAMPED "LS 8133" ON TOP OF CURB PER UNFILED C.R. 2024-3277
- [] INDICATES RECORD DATA PER UNFILED C.R. 2024-3277
- M&R INDICATES MEASURED AND RECORD DATA PER UNFILED C.R. 2024-3277

Subdivision Monument Bond

WHEREAS, the City of Brea, State of California, and Brea 32, LLC, a California Limited Liability Company (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 Tract Map No. 19315 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 American Contractors Indemnity Company as Surety, are held and firmly bound unto the City of Brea, California, in the penal sum of **Four Thousand and 00/100 Dollars (\$4,000.00)**, 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 1st, 2026.



SURETY American Contractors Indemnity Company

By: _____
(Name)
Albert Melendez, Attorney-in-Fact

(Title)

PRINCIPAL Brea 32, LLC, a California Limited Liability Company

By: _____
(Name)
Michael C Van Daele, CEO & President

(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 ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Riverside
On April 2, 2026 before me, Kathryn Svoboda, Notary Public
Date Here Insert Name and Title of the Office
personally appeared Michael C Van Daele
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

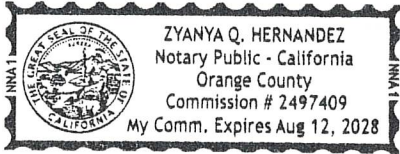
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On APR 01 2026, before me, Zyanya Hernandez, Notary Public,
personally appeared Albert Melendez

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

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



WITNESS my hand and official seal.

SIGNATURE Zyanya Hernandez

PLACE NOTARY SEAL ABOVE

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

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

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

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

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

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

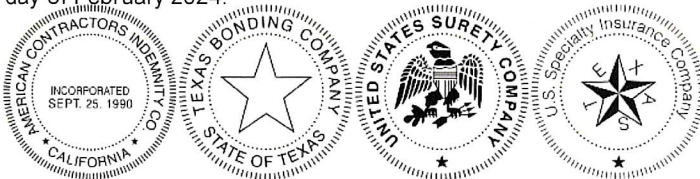
This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

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



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

By:

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of April, 2026.

Bond No. 1001199448
Agency No. 19261 - PDF POA



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

SURETY BOND SEAL ADDENDUM

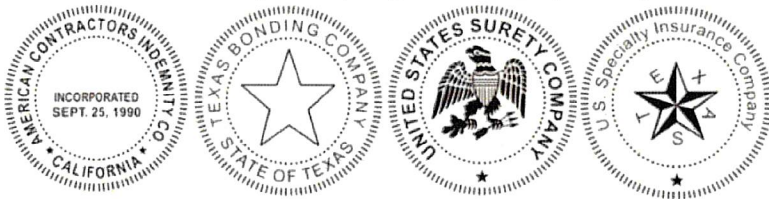
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

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

Dated this 1st day of April 2020.

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



By: Frank Mester
Frank Mester, Vice President