



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Jorge Rubalcava, Senior Civil Engineer

Reviewed by: Robert DuBoux Public Works Director/City Engineer

Approved by: Steve McClary City Manager

Date prepared: July 13, 2022

Meeting date: August 22, 2022

Subject: Approval of Final Parcel Map No. 82454

RECOMMENDED ACTION: 1) Adopt Resolution No. 22-37 approving the Final Parcel Map No. 82454, Assessor Parcel Number 4468-008-001 at 29200 Larkspur Lane, for recordation; and 2) Authorize the City Manager to execute the Subdivision Agreement for Parcel Map No. 82454.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal year 2022-2023. This project is part of normal staff operations.

DISCUSSION: On March 20, 2018, the Planning Commission approved tentative parcel map for the subdivision of one parcel into two parcels located at 29200 Larkspur Lane (Assessor Parcel Number 4468-008-001) consisting of: 1.57 acres (Parcel 1) and 2 acres (Parcel 2). Additionally, Planning Commission Resolution No. 21-25 approved Coastal Development Permit No. 18-004 for the land division.

The Contract City Surveyor and City Engineer determined the map is complete and accurate and that all conditions of the tentative map approval have been satisfied. The map has been found to be in compliance with the Subdivision Map Act. Therefore, the City Engineer recommends approval of the final map. Upon completion of this action the final map will be recorded with the Los Angeles County Recorder's Office.

Final approval of this subdivision is a ministerial act upon completion of all conditions of the tentative map approval. The City may only deny approval of a final map where evidence establishes that a condition of the tentative map has not been satisfied.

Along with approval of the parcel map, a “Subdivision Agreement” as specified in the Subdivision Map Act between the City and the Developer must also be approved (see attached agreement). As a condition of approval, the developer is required to construct utility improvements and the developer has posted bonds in the amount of \$585,000 guaranteeing construction of the improvements in the right-of-way (Bond No.100661508). The improvements consist of undergrounding utilities on Larkspur Lane such as the undergrounding of one new transformer, one new transformer above ground, new conduits, pull boxes, and associated work. The public improvements and project location can be found in Exhibit B of the Subdivision Agreement.

STAFF FOLLOW UP: Upon Council approval, the City Engineer will sign the Final Parcel Map and have the final map filed with the Los Angeles County Recorder’s Office.

ATTACHMENTS:

1. Resolution No. 22-37
2. Subdivision Agreement
3. Parcel Map (reduced copy)

RESOLUTION NO. 22-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU
APPROVING FINAL MAP RECORDATION FOR PARCEL MAP 82454,
ASSESSOR PARCEL NUMBER 4468-008-001, 29200 LARKSPUR LANE

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

- A. On March 20, 2018, the Planning Commission approved tentative parcel map for the subdivision of one parcel into two parcels located at 29200 larkspur Lane (Assessor Parcel Number 4468-008-001) consisting of: 1.57 acres (Parcel 1) and 2 acres (Parcel 2). Additionally, Planning Commission Resolution No. 21-25 approved Coastal Development Permit No. 18-004 for the land division.
- B. As a condition of approval, the developer is required to construct utility improvements and the developer has posted Faithful Performance/Labor & Materials bonds in the amount of \$585,000 guaranteeing construction of the utility and other improvements in the right-of-way thorough American Contractors Indemnity Company (Bond No.100661508).
- C. The City Engineer has determined that the final map is complete and accurate and all conditions of the tentative map approval have been satisfied.

SECTION 2. The City Council hereby approves Parcel Map No. 82454 for Map Recordation.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this __th day of ____ 2022.

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL/TRACT MAP NO. 82454**

between

THE CITY OF MALIBU
a California municipal corporation

and

29200 Larkspur LLC,
A California Limited Liability Company

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

PARCEL/TRACT MAP NO. 82454

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 20__, by and between the City of Malibu, a California municipal corporation (“City”) and 29200 Larkspur LLC, A California Limited Liability Company, with its principal office located at 29200 Larkspur Lane (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the Malibu Planning Commission on April 5th, 2022. The tentative parcel/tract map is identified in City records as Parcel Map No. 82454 (“Map”).

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 82454, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by the City’s Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to the City’s Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the

Recorder's Office of the County of Los Angeles; (c) the City Council of the City of Malibu ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Los Angeles. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds

for such Public Improvement have been submitted to and approved by the City Engineer, or his/her authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient

manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within

twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the

requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City

may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Los Angeles, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of

the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12.0 Security.

12.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

12.1.1 To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of FIVE-HUNDRED AND EIGHTY-FIVE Dollars \$585,000.00 which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

12.1.2 To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of FIVE-HUNDRED AND EIGHTY-FIVE DOLLARS \$585,000.00, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this

subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.3 To provide in the amount of twenty percent (20%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

12.1.4 To guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Map in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall furnish to City security in the amount of FIVE-HUNDRED AND EIGHTY-FIVE Dollars \$585,000.00 which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said security may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Map.

12.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

13.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City

shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

14.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

15.0 Insurance.

15.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section, the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

15.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

15.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum

limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

15.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

15.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

15.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, Contractors Pollution Liability Insurance covering all of Developer's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, the policy shall include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

15.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

15.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be

signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

15.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

15.5 Endorsements.

15.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

15.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

16.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

18.0 General Provisions.

18.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: City Engineer

DEVELOPER:
29200 LARKSPUR LLC, A California
Limited Liability Company
29200 Larkspur Lane
Malibu CA 90265
Attn: Tryggvi Thorsteinsson

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

18.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

18.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's

obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

18.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

18.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

18.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal

action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

18.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

18.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

18.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

18.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

18.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE FOR SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF MALIBU
AND 29200 LARKSPUR LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MALIBU

29200 LARKSPUR LLC, A California
Limited Liability Company

By: _____
Steve McClary, City Interim Manager

By:  _____
Signature

ANDRE HUNKELE
Print Name

PRESIDENT
Title

ATTEST:

By: _____
Kelsey Pettijohn, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
By: _____
John Cotti Interim City Attorney

**NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY
NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE
INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR REGULATIONS
APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

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 6/10/2022 before me, WILLIAM CHRIS BAILEY, Notary Public, personally appeared AND RE HUNKELER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Signature]

(seal)

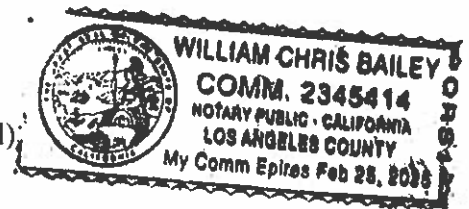


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL/TRACT NO. 82454

**LOT 8 OF TRACT NO. 17808 IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 438, PAGE 43 TO 45
INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.**

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

PARCEL/TRACT NO. 82454

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

CONSTRUCTION OF UNDERGROUNDING ALL UTILITIES FROM THE INTERSECTION OF WANDERMERE ROAD TO THE CUL-DE-SAC FOR NEW UNDERGROUND SERVICE INCLUDING NEW CONDUITS, PULL BOXES, ONE NEW TRANSFORMER ABOVE GROUND, ONE NEW UNDERGROUND TRANSFORMER, ASPHALT REMOVAL AND REPLACEMENT, POTHOLING, SAWCUTTING, REMOVAL OF THREE POWER POLES, REPLACING THE EXISTING CURB DIKE FROM EASTERN PROPERTY LIMIT TO WESTERN PROPERTY LIMIT (AT CATCH BASIN) IN ACCORDANCE WITH CALTRANS STANDARD PLAN A87B, RELOCATING THE EXISTING FENCE AND GATE OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, REMOVE AND RECONSTRUCT EXISTING BLOCK WALL AND GATE, REMOVAL OF ANY CONCRETE OR DEBRIS ON THE SUBJECT PROPERTY, IMPLEMENTING TRAFFIC CONTROL, IMPLEMENTING EROSION CONTROL PLAN, DISPOSAL OF ANY REMNANT MATERIAL, AND ALL APPURTENANT WORK AS SHOWN ON THE PLAN AS SHOWN ON APPENDIX A.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. 82454

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND:

\$ 585,000.00

Surety: AMERICAN CONTRACTORS INDEMNITY COMPANY
Attorney-in-fact: WILLIAM F. PERSONS
Address: 801 S. FIGUEROA STREET, SUITE 700
LOS ANGELES, CA. 90017
310-649-0990

PAYMENT BOND:

\$585,000.00

Surety: AMERICAN CONTRACTORS INDEMNITY COMPANY
Attorney-in-fact: WILLIAM F. PERSONS
Address: 801 S. FIGUEROA STREET, SUITE 700
LOS ANGELES, CA. 90017
310-649-0990

GUARANTEE AND WARRANTY SECURITY BOND:

\$585,000.00

Surety: AMERICAN CONTRACTORS INDEMNITY COMPANY
Attorney-in-fact: WILLIAM F. PERSONS
Address: 801 S. FIGUEROA STREET, SUITE 700
LOS ANGELES, CA. 90017
310-649-0990

CITY OF MALIBU

**FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT: PARCEL NUMBER 82454

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 82454 require that the City of Malibu, a municipal corporation of the State of California ("CITY"), by its City Council, and 29200 Larkspur LLC, A California Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and AMERICAN CONTRACTORS
INDEMNITY COMPANY ("SURETY"), a corporation organized and existing under the laws of the State of CALIFORNIA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of FIVE-HUNDRED AND EIGHTY-FIVE DOLLARS 585,000.00, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY
above named, on MAY 31, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY

Name of Surety

801 S. FIGUEROA STREET. SUITE 700

LOS ANGELES, CA. 90017

Mailing Address of Surety

310-649-0990

Telephone No. of Surety

By:

Attorney in Fact WILLIAM F. PERSONS

Approved as to form:

City Attorney

29200 LARKSPUR, LLC

Principal

By:

Title: ANDRE HUNKELER, MEMBER

and

By:

Title:

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: 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 California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

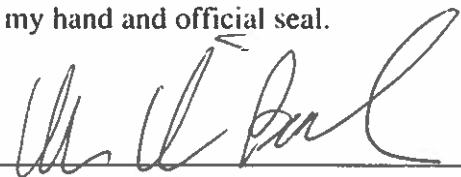
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

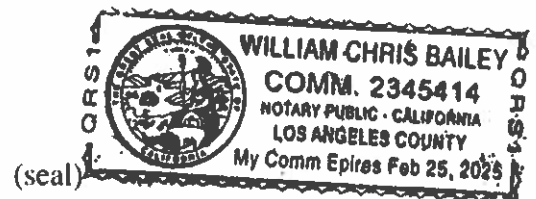
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On April 7, 2017 before me, WILLIAM CHRIS BAILEY, Notary Public, personally appeared ANDRE HUNKELER, 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: 



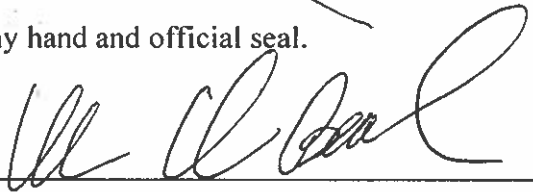
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On 5/31/2012 before me, WILLIAM CHRIS BAILEY, Notary Public,
personally appeared WILLIAM F. PETERSON, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature:  (seal)



LLC - NO SECRETARY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature
~~585~~

ANDRE HUNKELER
Print Name



**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:

William F. Persons

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** *****Five Hundred Eighty Five Thousand and 00/100***** Dollars (***\$585,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. 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 23rd day of September, 2021.

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

State of California
County of Los Angeles



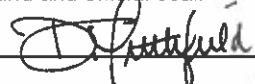
By: 
Daniel P. Aguilar, Vice President

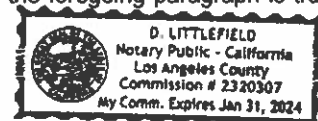
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, 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 10th day of June, 2022.

Corporate Seals
Bond No. 100661508
Agency No. 2017 - PDF POA




Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA09/2021

CITY OF MALIBU

**LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT: PARCEL NUMBER 82454

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. 82454 require that the City of Malibu, a municipal corporation of the State of California ("CITY"), by its City Council, and 29200 Larkspur LLC, A California Limited Liability Company ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the 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 of the State of California.

NOW, THEREFORE, PRINCIPAL and AMERICAN CONTRACTORS
INDEMNITY COMPANY ("SURETY"), a corporation organized and existing under the laws of the State of CALIFORNIA, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of FIVE-HUNDRED AND EIGHTY-FIVE DOLLARS, \$585,000.00 said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, 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.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on MAY 31, 2022

<u>AMERICAN CONTRACTORS INDEMNITY CO.</u> <u>29200 LARKSPUR, LLC</u>	
Name of Surety	Principal
	By: <u>[Signature]</u>
	Title: <u>MEMBER</u>
801 S. FIGUEROA AT.	ANDRE HUNKELER
SUITE 700	and
<u>LOS ANGELES, CA. 90017</u>	
Mailing Address of Surety	
<u>310-649-0990</u>	By: _____
Telephone No. of Surety	Title: _____
By: <u>[Signature]</u>	
Attorney in Fact <u>WILLIAM F. PERSONS</u>	

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: 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 California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.



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.

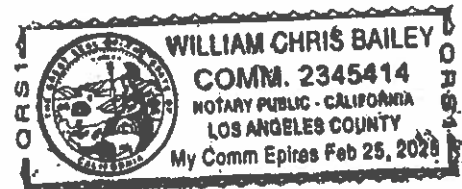
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On 5/31/2022 before me, WILLIAM CHRIS BAILEY, Notary Public, personally appeared ANDRE HUNKELER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 



(seal)

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

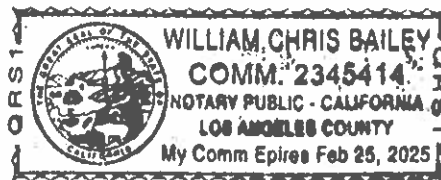
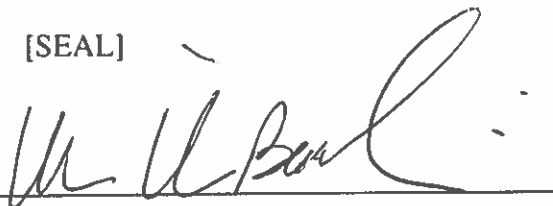
On 5/31/2022, 2020, before me, WILLIAM CHRIS BAILEY,
Notary Public, personally appeared WILLIAM F. PERSONS, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in 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.

[SEAL]

Signature



LLC - NO SECRETARY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

ANDRE HUNKELER
Print Name



**TOKIOMARINE
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:

William F. Persons

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** *****Five Hundred Eighty Five Thousand and 00/100***** Dollars (***\$585,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. 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 23rd day of September, 2021.

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

State of California

County of Los Angeles



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

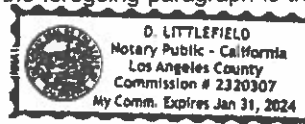
On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory 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 10th day of June, 2022.

Corporate Seals

Bond No. 100661508

Agency No. 2017 - PDF POA



Kio Lo, Assistant Secretary

CITY OF MALIBU

**SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY**

PROJECT: PARCEL MAP 82454

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. 82454 require that the City Council of the City of Malibu, State of California, and 29200 Larkspur LLC, A California Limited Liability Company ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and AMERICAN CONYFACTORS
INDEMNITY COMPANY a
CALIFORNIA _____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Malibu as obligee ("CITY"), in the penal sum of FIVE-HUNDRED AND EIGHTY-FIVE DOLLARS, \$585,000.00, 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 PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its 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 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 attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 of 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 waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY
above named, on 05/31/2022, 20 .

AMERICAN CONTRACTORS INDEMNITY COMPANY

29200 LARKSPUR, LLC

Name of Surety

Principal

801 S. FIGUEROA STREET, SUITE 700
LOS ANGELES, CA. 90017

By: [Signature]
Title: ANDRE HUNKELER, MEMBER

Mailing Address of Surety

and

310-649-0990

Telephone No. of Surety

By: _____
Title: _____

By: [Signature]
Attorney in Fact WILLIAM F. PERSONS

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: 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 California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Los Angeles County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Los Angeles County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.



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 05/31/2022 before me, WILLIAM CHRIS BAILEY, Notary Public,
personally appeared ANDRE HUNKELER, 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: _____

William Chris Bailey

(seal)



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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

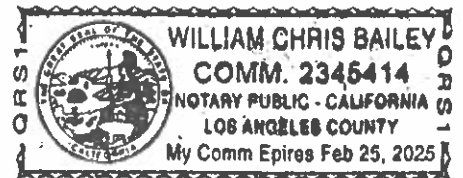
On 05/31/2022 before me, WILLIAM CHRIS BAILEY, Notary Public, personally appeared WILLIAM F. PERSONS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 

(seal)



LLC - NO SECRETARY

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____



Signature

ANDRE HUNKELEI?
Print Name



**TOKIOMARINE
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:

William F. Persons

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 ****Five Hundred Eighty Five Thousand and 00/100**** Dollars (\$585,000.00). This Power of Attorney shall expire without further action on January 31st, 2024. 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 23rd day of September, 2021.

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

State of California

County of Los Angeles



By:

[Signature]
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

On this 23rd day of September, 2021, 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.

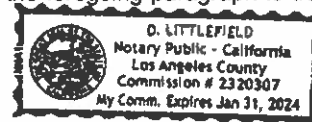
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[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 10th day of June, 2022.

Corporate Seals

Bond No. 100661508

Agency No. 2017 - PDF POA



[Signature]
Kio Lo, Assistant Secretary

PARCEL MAP NO. 82454
IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

LOT 8 OF TRACT NO. 17808 IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 438, PAGES 43 AND 45, OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

OWNER:

29200 LARKSPUR LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
TRYGGVI THORSTEINSSON, MANAGER DATE

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

STATE OF CALIFORNIA
COUNTY OF _____

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

NAME OF NOTARY _____

COUNTY IN WHICH COMMISSIONED _____

DATE COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

LOS ANGELES COUNTY TAX CERTIFICATE:

I HEREBY STATE THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTION 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

LOS ANGELES COUNTY TAX CERTIFICATE:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON PARCEL MAP 82454 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION IN JULY, 2021, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 29200 LARKSPUR LLC ON JUNE 16, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTERS AND OCCUPY THE POSITIONS INDICATED,

MICHAL H. KAZNOCHA, 7/25/2022
P.L.S. NO. 8330 DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF MALIBU APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66450 (a)(1), (2), and (3) HAVE BEEN COMPLIED WITH.

ROB DUBOUX, R.C.E. 57943 DATE
CITY ENGINEER, CITY OF MALIBU

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF CITY AND STATE SUBDIVISION LAWS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

CHRISTOPHER G. VANDREY, LS 8783 DATE



CITY CLERK'S CERTIFICATE:

I, KELSEY PETTIJOHN, CITY CLERK OF MALIBU, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE MALIBU CITY COUNCIL AT A REGULAR MEETING, HELD ON THE _____ DAY OF _____, 20____ AND THAT THEREUPON THE SAID COUNCIL DID BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

KELSEY PETTIJOHN, CITY CLERK DATE

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF MALIBU TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF MALIBU DATE

PARCEL MAP NO. 82454
IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

SIGNATURE OMISSIONS:

THE SIGNATURE OF THE MARBLEHEAD LAND COMPANY, HOLDER OF AN EASEMENT FOR POLE LINES AND CONDUITS, AS DISCLOSED BY DEED RECORDED AUGUST 14, 1952 AS INSTRUMENT NO. 146, IN BOOK 39610, PAGE 44 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE ASSOCIATED TELEPHONE COMPANY, LTD, A CORPORATION, HOLDER OF AN EASEMENT FOR POLE LINES AND CONDUITS, AS DISCLOSED BY DEED RECORDED AS INSTRUMENT NO. 2398 ON SEPTEMBER 8, 1952, IN BOOK 39787, PAGE 407 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE MARBLEHEAD LAND COMPANY, AS TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS PROVIDED IN THAT CERTAIN DOCUMENT RECORDED AUGUST 14, 1952 AS INSTRUMENT NO. 146 IN BOOK 39610, PAGE 44 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

SURVEY ABBREVIATIONS

- B.C. BEGIN CURVE
- BK. BOOK
- CL CENTERLINE
- CF CALCULATED FROM
- CONC. CONCRETE
- COR. CORNER
- DIST. DISTANCE
- DN. DOWN
- DR. DRIVE
- FD. FOUND
- E.C. END CURVE
- I.P. IRON PIPE
- LN. LANE
- M.B. MAP BOOK
- MON. MONUMENT
- NO. NUMBER
- PG. PAGE
- P.I. POINT OF INTERSECTION
- PT. POINT
- PWFB PUBLIC WORKS FIELD BOOK
- PROD. PRODUCED
- RAD. RADIAL BEARING
- REC. RECORDED
- RD. ROAD
- RDFB ROAD DEPARTMENT FIELD BOOK
- REF. REFERENCE
- R/S RECORD OF SURVEY
- S&W SPIKE AND WASHER
- S&W&T SPIKE AND WASHER AND TIN

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 5, NORTH AMERICAN DATUM 1983 CSRC EPOCH 2017.50, AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CGPS) CSCI AND TOST BEING NORTH 65°12'25" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

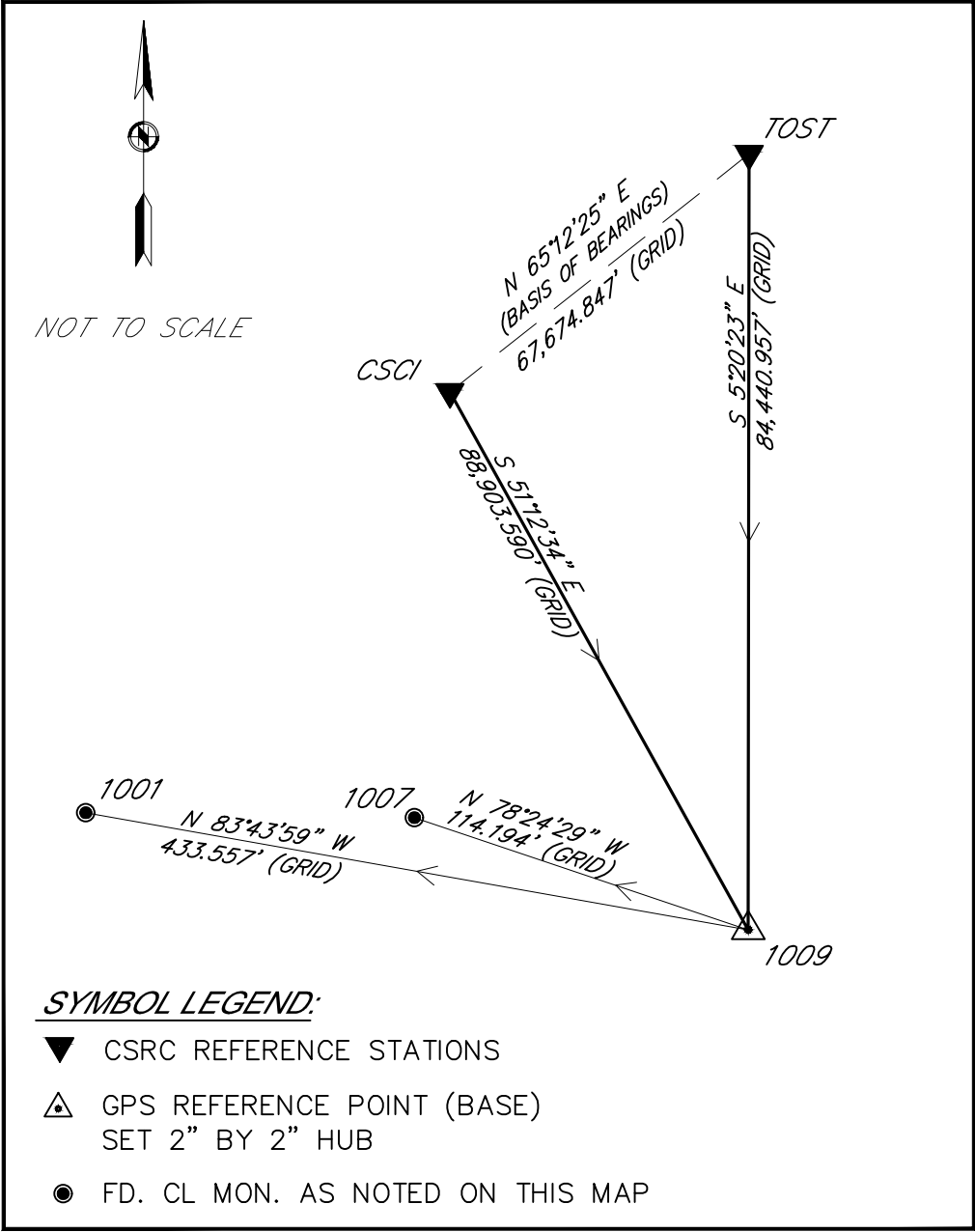
REFERENCED BEARINGS FROM OTHER DOCUMENTS/DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

THE BEARING OF NORTH 85°40'56" WEST OF THE CENTERLINE OF LARKSPUR LANE IS SHOWN AS NORTH 86°17'36" WEST ON TRACT NO. 17808, M.B. 438 PAGES 43 TO 45 INCLUSIVE OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

ALL DISTANCES SHOWN ON THIS MAP ARE GROUND VALUES UNLESS OTHERWISE SPECIFIED. THE GROUND VALUES WERE CALCULATED BASED ON GRID COORDINATES OF ALL MEASURED POINTS UTILIZING RAPID STATIC AND RTK GPS TECHNIQUES AND ADJUSTED TO CSRC CONTINUOUS OPERATING REFERENCE STATIONS CSCI AND TOST. LATITUDE, LONGITUDE AND ELLIPSOIDAL HEIGHT OF SAID REFERENCE STATIONS ARE PUBLISHED (RECORDED) IN THE HORIZONTAL CONTROL NETWORK ADJUSTED BY CALIFORNIA SPATIAL REFERENCE CENTER, EPOCH 2017.50 (NAD83). THE AVERAGE COMBINED SCALE FACTOR OF 0.9999992789 WAS USED TO OBTAIN GROUND DISTANCES.
(GRID DISTANCE = GROUND DISTANCE x COMBINED SCALE FACTOR).

FOR REFERENCE SEE COORDINATE TABLE AND GPS VECTOR LOCATION DIAGRAM.

GPS VECTOR LOCATION DIAGRAM:



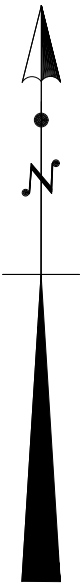
COORDINATE TABLE:

PT. NO.	NORTHING	EASTING	GROUND NORTHING	GROUND EASTING	ELIP. ELEV.	ORTH. ELEV.
1001	1829642.54	6316256.94	1829642.54	6316256.94	89.46	207.78
1007	1829618.16	6316576.04	1829618.16	6316576.04	84.41	202.72
1009	1829595.21	6316687.90	1829595.21	6316687.91	86.58	204.89
CSCI	1885291.02	6247392.70	1885291.06	6247392.65	234.63	351.56
TOST	1913669.75	6308829.92	1913669.81	6308829.92	902.32	1017.00

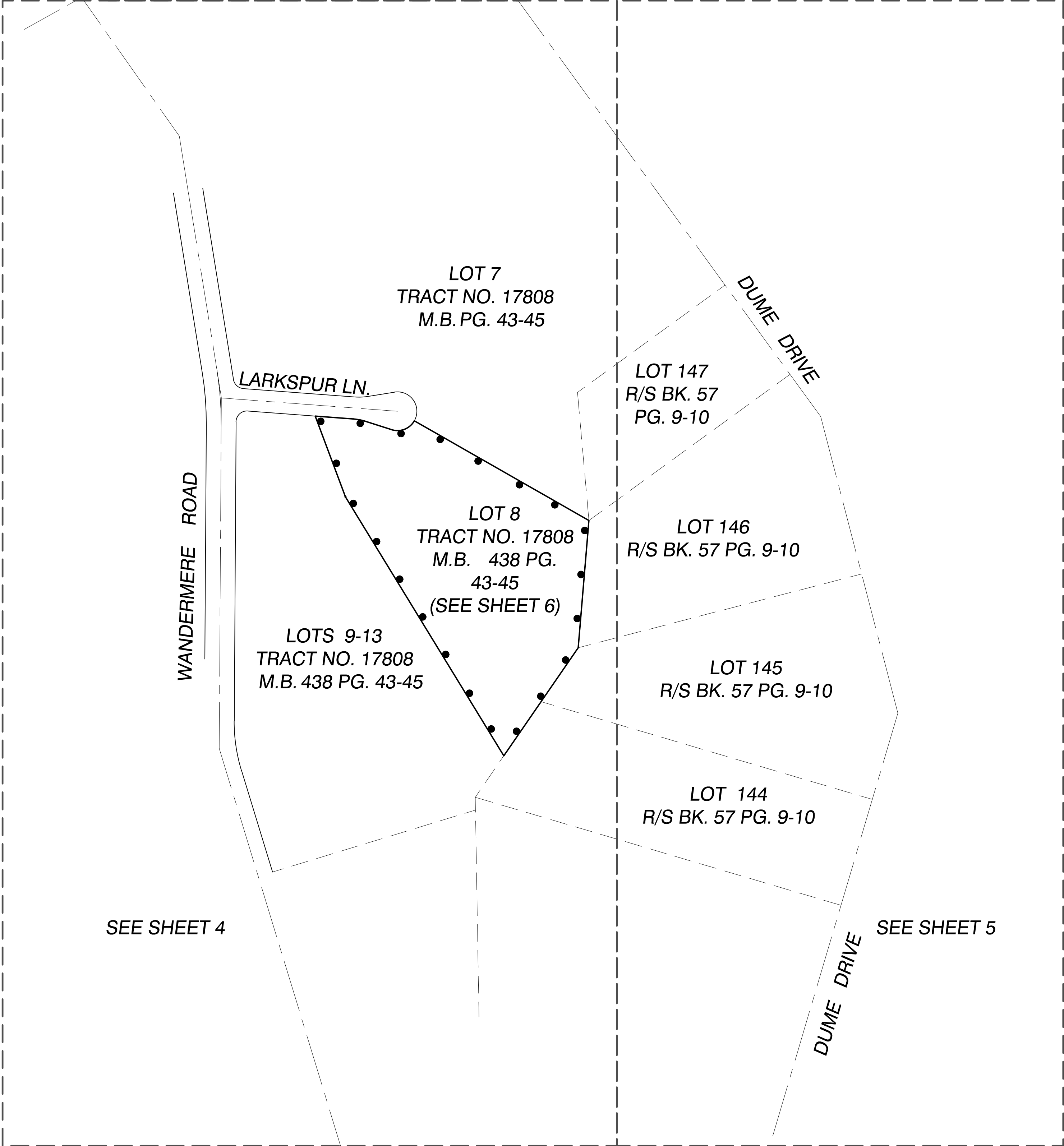
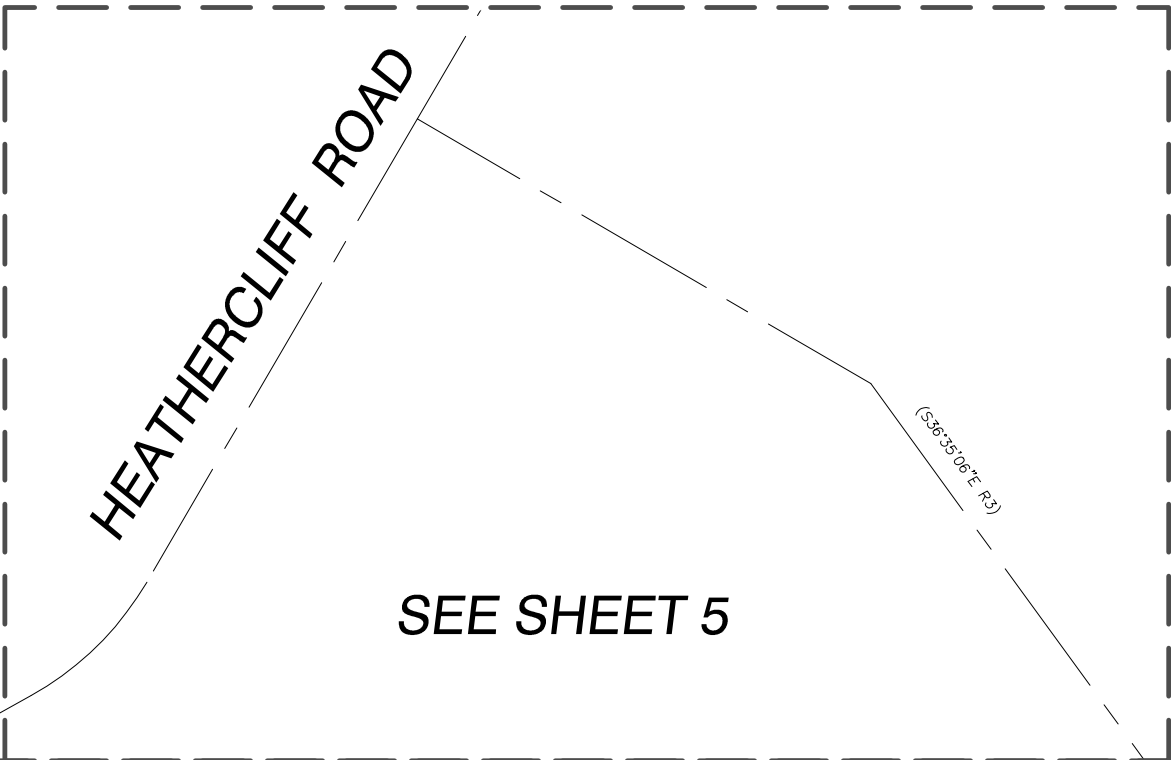
UNITS: US SURVEY FEET
GROUND NORTHING & GROUND EASTING: MODIFIED COORDINATES CALCULATED BASED ON GROUND DISTANCES
HORIZONTAL DATA: CCS 83, ZONE 5, CSRC EPOCH 2017.50
VERTICAL DATA: ORTHOMETRIC HEIGHTS CALCULATED BASED ON GEIOD 2012A AND ELLIPSOIDAL HEIGHTS (ELLIPSOID GRS-80) OBTAINED PER GPS OBSERVATIONS.
MAPPING ANGLE γ FOR PT. 1009 = -0°27'39"

PARCEL MAP NO. 82454

IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



- LEGEND**
- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
 - EXISTING C/L
 - RECORD LOT LINES



SCALE: 1" = 80'

SHEET 4 OF 6 SHEETS

LEGEND



INDICATES THE BOUNDARY OF THE
LAND BEING SUBDIVIDED BY THIS MAP

EXISTING C/L

RECORD LOT LINES



SEE MONUMENT NOTES

FOUND MONUMENT AS NOTED

SET MONUMENT AS NOTED

R1 TRACT 17808 BK 438 PG. 43-45

R2 PWFB 1104 PG. 432-433

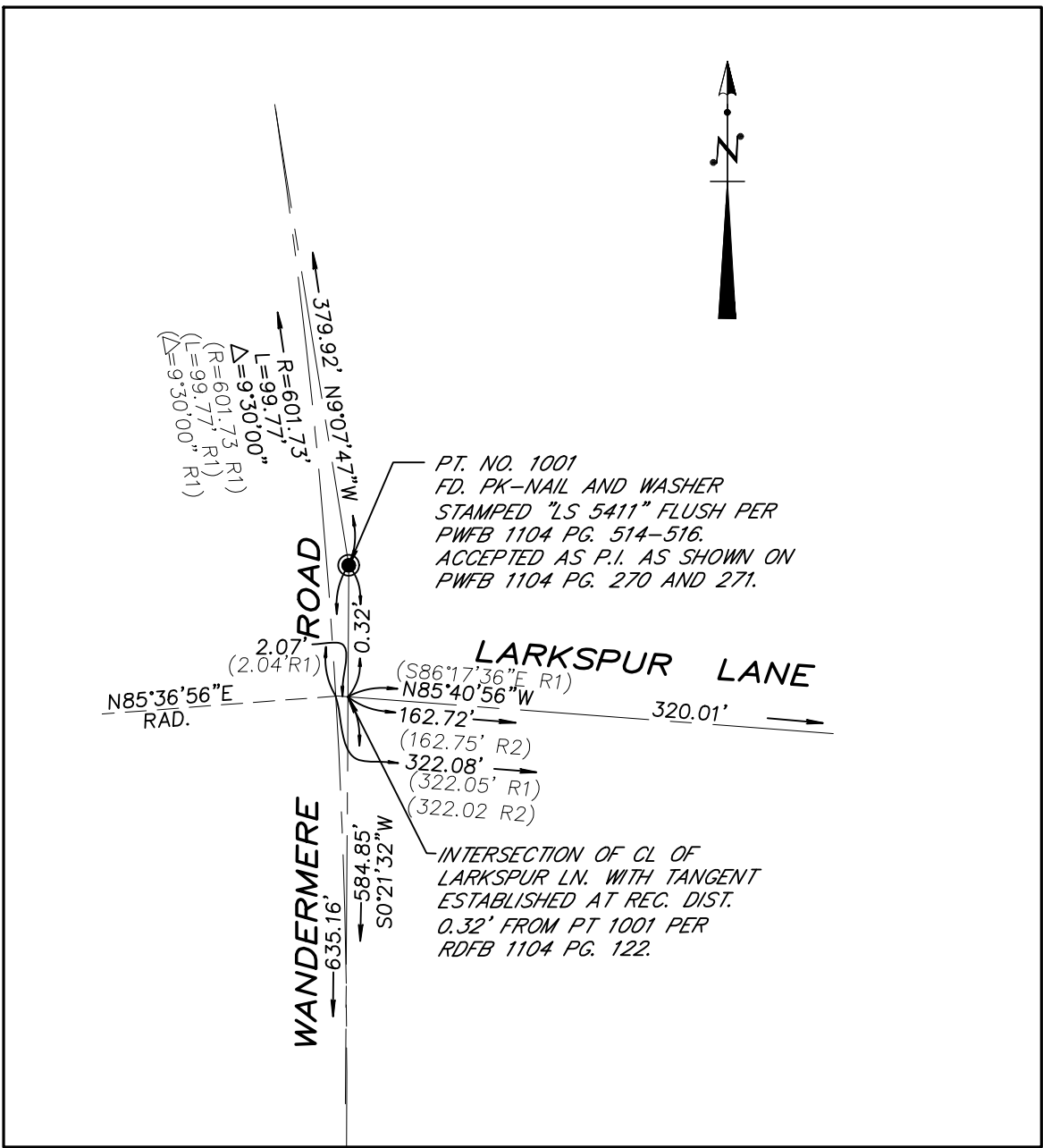
R3 RS BK. 57 PG. 9-10

R4 UNRECORDED RS BY PLS 7513 FOR LOT 7 OF R1

PARCEL MAP NO. 82454

IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
BOUNDARY ESTABLISHMENT

DETAIL "A"
NOT TO SCALE



FD. SHAFT OF SPK., DN. 0.4'.
ACCEPTED AS S&W&T AS
SHOWN AT E.C. ON PWFB 1104
PG. 269. HELD FOR LINE.

SEE DETAIL "A"

INTERSECTION OF CL OF LARKSPUR
LN. WITH TANGENT ESTABLISHED AT
REC. DIST. 0.32' FROM PT. 1001
PER RDFS 1104 PG. 122.

MONUMENT NOTES

- FD. 1" I.P. WITH PLASTIC PLUG AND TACK,
STAMPED "CLS LS 7513", FLUSH, PER R/S
BY L.S. 7513 IN PROCESS WITH LA COUNTY,
ACCEPTED AS PT. ON THE WLY LINE OF R/S
BK. 57 PG. 9-10.
- FD. 1" I.P. WITH PLASTIC PLUG AND TACK,
STAMPED "CLS LS 7513", FLUSH, PER R/S
BY L.S. 7513 IN PROCESS WITH LA COUNTY,
ACCEPTED AS THE SWLY COR. OF LOT 7 IN
TRACT NO. 17808, M.B. 438 PG. 43-45.
- FD. 1" I.P. WITH PLASTIC PLUG AND TACK,
STAMPED "CLS LS 7513", FLUSH, PER R/S
BY L.S. 7513 IN PROCESS WITH LA COUNTY,
ACCEPTED AS A POINT ON THE SWLY LINE
OF LOT 7 IN TRACT NO. 17808, M.B. 438 PG.
43-45.
- ESTABLISHED PER REC. DIST. 78.20' PER R1
FROM POINT 1007.
- THE NE'LY COR. OF LOT 9 IN TRACT NO. 17808,
M.B. 438 PG. 43-45 ESTABLISHED AT RECORD
DISTANCE 69.85' FROM WEST PER SAID TRACT
NO. 17808.
SET 3/4" I.P. CONC. PLUG AND TACK, TAGGED
"PLS 8330" FLUSH ON PL PROD., N20°29'15"W
4.00' FROM SAID NE'LY COR.
- FD. 1" I.P. WITH CONC. PLUG AND TACK,
TAGGED "LS 3558", UP 0.5', NO REF.,
S58°32'56"W 0.22' OF THE THE SWLY LINE
OF LOT 8 IN TRACT NO. 17808, M.B. 438 PG.
43-45.
- FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS
6847", DN. 0.6', NO REF., S58°32'56"W 0.22'
OF THE THE SWLY LINE OF LOT 8 IN TRACT
NO. 17808, M.B. 438 PG. 43-45.
- SET GEAR S&W STAMPED "PLS 8330" FLUSH.

FD. PK-NAIL AND WASHER
STAMPED "LS 5411" FLUSH PER
PWFB 1104 PG. 512-513.
ACCEPTED AS B.C. AS SHOWN
ON PWFB 1104 PG. 273.

FD. PK-NAIL AND WASHER STAMPED "LS
5411" FLUSH PER PWFB 1104 PG. 512-513.
ACCEPTED AS P.I. AS SHOWN ON PWFB
1104 PG. 273.

PT. NO. 1001.
FD. PK-NAIL AND WASHER
STAMPED "LS 5411" FLUSH PER
PWFB 1104 PG. 514-516.
ACCEPTED AS P.I. AS SHOWN ON
PWFB 1104 PG. 270 AND 271.

PT. NO. 1007.
FD. PK-NAIL AND WASHER
STAMPED "LS 5411" FLUSH
PER PWFB 1104 PG. 514-516.
ACCEPTED AS THE E'LY
TERMINUS OF LARKSPUR LN.
AS SHOWN ON PWFB 1104 PG.
277 AND 278.

FD. 1" I.P. WITH PLASTIC PLUG
STAMPED "LS 8771" DN. 0.4'
PER PWFB 1104 PG. 675-676.
ACCEPTED AS THE NWLY COR.
OF LOT 147 OF R/S BK. 57 PG.
9-10.

LOT 146
R/S BK. 57 PG. 9-10

2" I.P. "R.E. 726" PER TRACT
NO. 17808, M.B. 438 PG. 43-45,
REMOVED BY CONSTRUCTION.
THE SWLY COR. OF LOT 147 OF
R/S BK. 57 PG. 9-10
ESTABLISHED AT REC. DIST.
100.00' FROM NWLY FROM FD.
MON. AS SHOWN ON R/S BY
L.S. 7513 IN PROCESS WITH LA
COUNTY, SET 2" I.P. CONC.
PLUG AND TACK, TAGGED "PLS
8330" FLUSH.

LOT 145
R/S BK. 57 PG. 9-10

NOTHING FD.
THE SWLY COR. OF LOT 146 OF R/S BK. 57
PG. 9-10 ESTABLISHED BY COMPASS RULE
ADJUSTMENT BETWEEN THE SWLY COR. OF
LOT 144 AND THE SWLY COR. OF LOT 147,
BOTH OF SAID R/S.
SET LEAD AND TACK, TAGGED "PLS 8330"
FLUSH IN POST FOOTING, ON LOT LINE,
S34°32'16"W 0.50' FROM SAID SWLY COR. OF
LOT 146.

LOT 144
R/S BK. 57 PG. 9-10

FD. 2" I.P. CONC. PLUG AND TACK
"R.E. 726" UP 0.7' PER TRACT NO.
17808, M.B. 438 PG. 43-45.
ACCEPTED AS THE S'LY COR. OF LOT
8 OF SAID TRACT NO. 17808.

FD. 2" I.P. CONC. PLUG AND
TACK "R.E. 2088" UP 0.8' PER
R/S BK. 57 PG. 9-10.
ACCEPTED AS THE SWLY COR.
OF 144 OF SAID R/S.

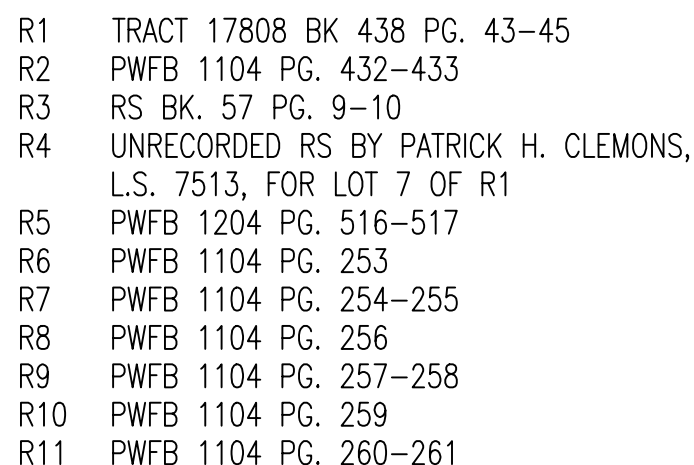
FD. PK-NAIL AND WASHER
STAMPED "LS 5411" FLUSH
PER PWFB 1104 PG.
526-527.
ACCEPTED AS THE S'LY
TERMINUS OF CL AS SHOWN
ON PWFB 1104 PG. 276.

LINE DATA				
LINE NO.	BEARING	DISTANCE	BEARING (R)	DISTANCE (R)
L1	N20°29'15"W	22.03'	(S21°02'30"E R2)	(22.03' R2)
L2	S4°19'04"W	20.00'	-	-
L3	S60°12'33"E	35.00'	-	-
L4	N72°20'06"W	50.00'	(S72°56'46"E R1)	(50.00' R1)
L5	N85°40'56"W	69.85'	(S86°17'36"E R1)	(69.85' R1)
L6	N85°40'56"W	191.96'	(S86°17'36"E R1)	(191.94' R1)

CURVE DATA							
CURVE NO.	LENGTH	RADIUS	DELTA	TANGENT	LENGTH (R1)	RADIUS (R1)	DELTA (R1)
C1	47.57'	35.00'	77°52'36"	28.28'	(47.56')	(35.00')	(77°50'59")
C2	21.66'	93.00'	13°20'50"	10.88'	(21.66')	(93.00')	(13°20'50")

SHEET 5 OF 6 SHEETS

IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
BOUNDARY ESTABLISHMENT



- ⑦ FD. 1" I.P. WITH PLASTIC PLUG AND TACK, STAMPED "CLS LS 7513"; FLUSH, PER R/S BY L.S. 7513 IN PROCESS WITH LA COUNTY, ACCEPTED AS P.T. ON THE W/LY LINE OF R/S BK. 57 PG. 9-10.
- ③ FD. 1" I.P. WITH PLASTIC PLUG AND TACK, STAMPED "CLS LS 7513"; FLUSH, PER R/S BY L.S. 7513 IN PROCESS WITH LA COUNTY, ACCEPTED AS A POINT ON THE SW/LY LINE OF LOT 7 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- ⑥ FD. 1" I.P. WITH CONC. PLUG AND TACK, TAGGED "LS 3558", UP 0.5", NO REF., S58°32'56"W 0.22" OF THE SW/LY LINE OF LOT 8 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- ⑦ FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS 6847", DN. 0.6", NO REF., S58°32'56"W 0.22" OF THE SW/LY LINE OF LOT 8 IN TRACT NO. 17808, M.B. 438 PG. 43-45.

LINE DATA				
LINE NO.	BEARING	DISTANCE	BEARING (R)	DISTANCE (R)
L1	N20°29'15"W	22.03'	(S21°02'30"E R2)	(22.03' R2)
L2	S4°19'04"W	20.00'	—	—
L3	S60°12'33"E	35.00'	—	—
L4	N72°20'06"W	50.00'	(S72°56'46"E R1)	(50.00' R1)
L5	N85°40'56"W	69.85'	(S86°17'36"E R1)	(69.85' R1)
L6	N85°40'56"W	191.96'	(S86°17'36"E R1)	(191.94' R1)

CURVE DATA								
CURVE NO.	LENGTH	RADIUS	DELTA	TANGENT	LENGTH (R1)	RADIUS (R1)	DELTA (R1)	TANGENT (R1)
C1	47.57'	35.00'	77°52'36"	28.28'	(47.56')	(35.00')	(77°50'59")	(28.27')
C2	21.66'	93.00'	13°20'50"	10.88'	(21.66')	(93.00')	(13°20'50")	(10.88')

SCALE: 1" = 40'

SHEET 6 OF 6 SHEETS



LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- EXISTING C/L
- RECORD LOT LINES
- SEE MONUMENT NOTES
- SEE EASEMENT NOTES
- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- R1 TRACT 17808 BK 438 PG. 43-45
- R2 PWFB 1104 PG. 432-433
- R3 RS BK. 57 PG. 9-10
- R4 UNRECORDED RS BY PLS 7513 FOR LOT 7 OF R1

PARCEL MAP NO. 82454

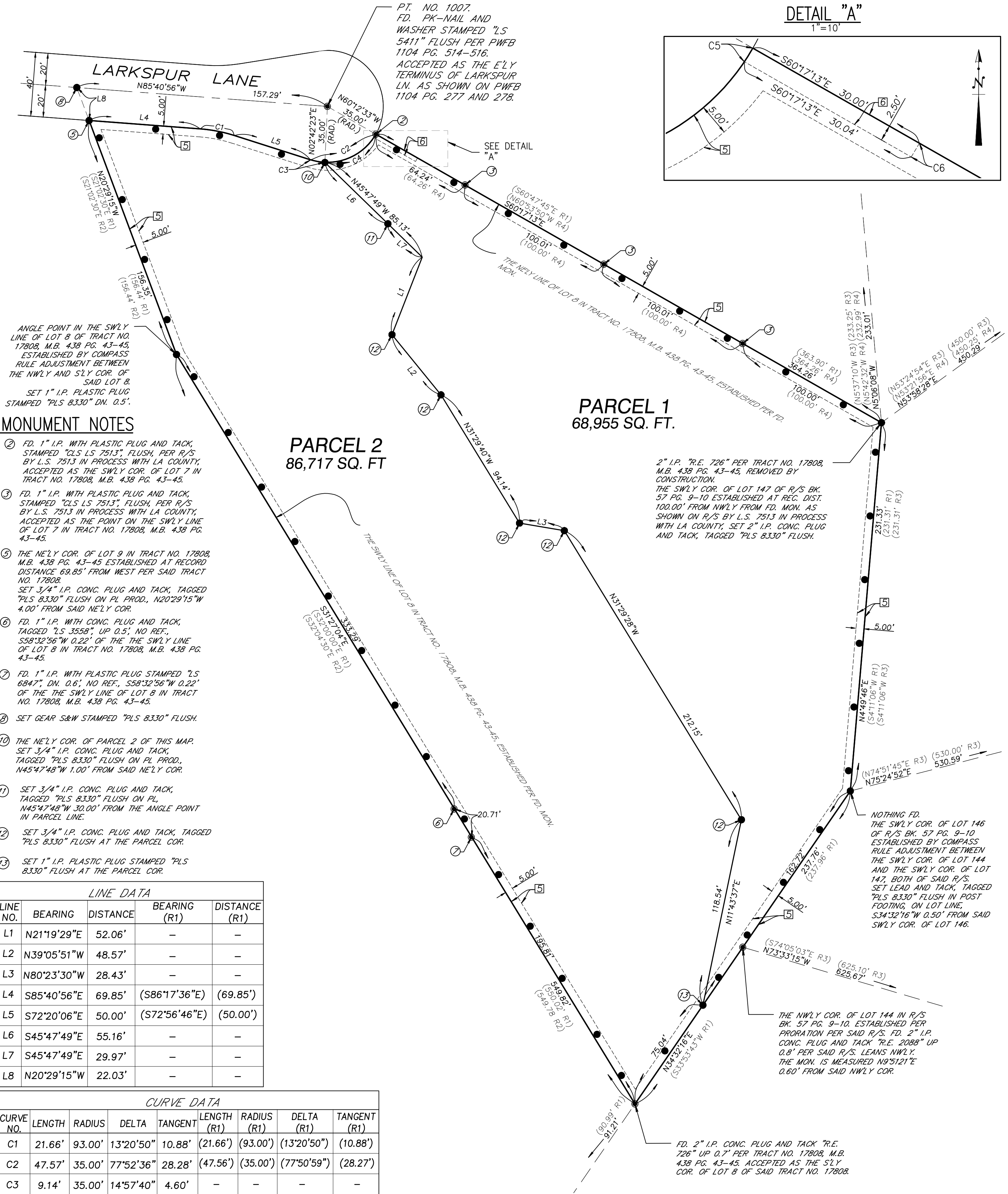
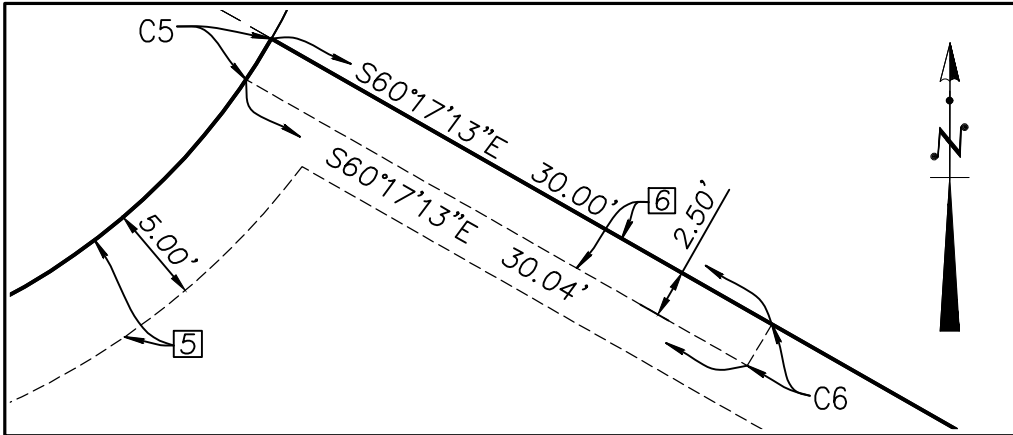
IN THE CITY OF MALIBU
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
PARCEL DETAIL

EASEMENT NOTES

- EASEMENT TO MARBLEHEAD LAND COMPANY FOR POLE LINES AND CONDUITS RECORDED 08/14/1952 AS INSTRUMENT NO. 146 IN BK. 39610 PG. 44, O.R.
- 2.5' WIDE EASEMENT TO ASSOCIATED TELEPHONE COMPANY, LTD., FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES REC. 09/08/1952 AS INST. NO. 2398, IN BK. 39787 PG. 407 O.R.

DETAIL "A"

1"=10'



MONUMENT NOTES

- FD. 1" I.P. WITH PLASTIC PLUG AND TACK, STAMPED "CLS LS 7513", FLUSH, PER R/S BY L.S. 7513 IN PROCESS WITH LA COUNTY, ACCEPTED AS THE SWLY COR. OF LOT 7 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- FD. 1" I.P. WITH PLASTIC PLUG AND TACK, STAMPED "CLS LS 7513", FLUSH, PER R/S BY L.S. 7513 IN PROCESS WITH LA COUNTY, ACCEPTED AS THE POINT ON THE SWLY LINE OF LOT 7 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- THE NE'LY COR. OF LOT 9 IN TRACT NO. 17808, M.B. 438 PG. 43-45 ESTABLISHED AT RECORD DISTANCE 69.85' FROM WEST PER SAID TRACT NO. 17808. SET 3/4" I.P. CONC. PLUG AND TACK, TAGGED "PLS 8330" FLUSH ON PL PROD., N20'29'15"W 4.00' FROM SAID NE'LY COR.
- FD. 1" I.P. WITH CONC. PLUG AND TACK, TAGGED "LS 3558", UP 0.5', NO REF., S58'32'56"W 0.22' OF THE THE SWLY LINE OF LOT 8 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS 6847", DN. 0.6', NO REF., S58'32'56"W 0.22' OF THE THE SWLY LINE OF LOT 8 IN TRACT NO. 17808, M.B. 438 PG. 43-45.
- SET GEAR S&W STAMPED "PLS 8330" FLUSH.
- THE NE'LY COR. OF PARCEL 2 OF THIS MAP. SET 3/4" I.P. CONC. PLUG AND TACK, TAGGED "PLS 8330" FLUSH ON PL PROD., N45'47'48"W 1.00' FROM SAID NE'LY COR.
- SET 3/4" I.P. CONC. PLUG AND TACK, TAGGED "PLS 8330" FLUSH ON PL, N45'47'48"W 30.00' FROM THE ANGLE POINT IN PARCEL LINE.
- SET 3/4" I.P. CONC. PLUG AND TACK, TAGGED "PLS 8330" FLUSH AT THE PARCEL COR.
- SET 1" I.P. PLASTIC PLUG STAMPED "PLS 8330" FLUSH AT THE PARCEL COR.

LINE DATA				
LINE NO.	BEARING	DISTANCE	BEARING (R1)	DISTANCE (R1)
L1	N21°19'29"E	52.06'	—	—
L2	N39°05'51"W	48.57'	—	—
L3	N80°23'30"W	28.43'	—	—
L4	S85°40'56"E	69.85'	(S86°17'36"E)	(69.85')
L5	S72°20'06"E	50.00'	(S72°56'46"E)	(50.00')
L6	S45°47'49"E	55.16'	—	—
L7	S45°47'49"E	29.97'	—	—
L8	N20°29'15"W	22.03'	—	—

CURVE DATA								
CURVE NO.	LENGTH	RADIUS	DELTA	TANGENT	LENGTH (R1)	RADIUS (R1)	DELTA (R1)	TANGENT (R1)
C1	21.66'	93.00'	13°20'50"	10.88'	(21.66')	(93.00')	(13°20'50")	(10.88')
C2	47.57'	35.00'	77°52'36"	28.28'	(47.56')	(35.00')	(77°50'59")	(28.27')
C3	9.14'	35.00'	14°57'40"	4.60'	—	—	—	—
C4	38.43'	35.00'	62°54'56"	21.41'	—	—	—	—
C5	2.50'	35.00'	4°5'46"	1.25'	—	—	—	—
C6	2.50'	65.00'	2°12'15"	1.25'	—	—	—	—