



## Frequently Asked Questions About the Westside

Contact Planning Division for more information at (714) 754-5245

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### **1. What are the overlay zones on the Westside?**

There are three overlay zones affecting the Westside: Mesa West Residential Ownership Urban Plan, 19 West Urban Plan, and Mesa West Bluffs Urban Plan. Each provides opportunities for residential or mixed use development in otherwise commercial or industrial zones.

### **2. What is a “mixed use” area?**

Historically since World War II, residential, industrial, and commercial uses were separated. This in turn required significant dependence on the automobile and a hierarchy of roadway systems to travel from one use to another. Mixed use combines all these uses to provide less dependence on the automobile, be more pedestrian friendly, and allow the potential to live and work in the same area, or even the same building.

### **3. Why overlay zones?**

Overlays allow existing and thriving industrial uses to continue while promoting the revitalization of underutilized or decaying properties. It encourages new investment in the area to stimulate economic development and create new neighborhoods and area-wide improvement.

### **4. Are these combined uses compatible?**

Not everyone will choose to live in a mixed use area. Residents will need to realize that there may be noise, odor, or vibration from nearby industrial or commercial uses. Prior to buying a home, potential residents should thoroughly investigate the area. They should visit the site at various times of day and night to experience traffic, noise, activity levels, and all other compatibility issues.

### **5. I would like to build residential units on the Westside, where can I do this?**

Purely residential uses may be developed in the Mesa West Residential Ownership Urban Plan or Mesa West Bluffs Urban Plan areas. Both of these urban plans provide flexible development standards for residential development and allow up to 13 du/acre.

**6. I would like to build mixed use or live/work units on the Westside, where can I do this?**

The Mesa West Bluffs Urban Plan and 19 West Urban Plan both provide opportunities for mixed use and live/work development. Mesa West Bluffs emphasizes live/work units, while the 19 West Urban Plan emphasizes other mixed use development. The maximum development is determined by a floor area ratio (FAR) of 1.0. FAR is defined by the floor area of the building divided by the total area of the lot.

**7. My property has an industrial zone, but is also located in an overlay zone. Can I still put industrial uses on my property?**

Yes. You may still use your property for industrial uses or construct industrial development as permitted in the Zoning Code. The overlay zones provide additional opportunities for development, but do not take the place of existing zoning.

**8. Are there any restrictions on 24-hour business operations for industrial uses?**

No; however, businesses need to comply with the City's Noise Ordinance and General Plan Noise thresholds during all hours of operation. A normally acceptable noise level for industrial uses is in the range of 50-70 dBA.

**9. I have a large, industrial use on the Westside. How will I be affected by a nearby residential use?**

Existing uses may continue to operate as previously approved. Through the development review process residential or live/work developments may be required to maintain a buffer zone from large or intensive industrial uses and are required to provide disclosure to potential buyers of nearby industrial uses as well as potential noise, odor, and vibration associated with industrial uses.

**10. If I build live/work units on the Westside, will I be subject to the same residential noise standards as in other parts of the City?**

No. Live/work units located where the base zoning district is nonresidential are exempt from residential exterior noise standards. The units will need to meet residential interior noise standards.

**11. How high can I build in the Westside Urban Plan areas?**

In the Mesa West Bluffs Urban Plan and 19 West Urban Plan, the maximum building height permitted is 4 stories/60 feet in height. An exception to this is that in the 19 West Urban Plan, the non-residential component of a mixed use development may be 2 stories/40 feet in height. The Mesa West Residential Ownership Urban Plan allows for a maximum building height of 3 stories/45 feet.

**12. If I develop a residential use in an industrial area, what information do I have to disclose to potential home buyers?**

You must disclose potential impacts from surrounding uses to any perspective purchaser or tenant including the existing noise environment and any odor generating uses. A sample homebuyer notification is attached for reference.

**13. Would all development sites be reviewed with respect to hazardous materials or potential contamination?**

Yes. All proposals within the Westside that are proposed on existing commercial and industrial sites are required to submit a Phase 1 and 2 environmental assessment.

**14. What opportunities are there to express my concerns or ask questions about proposed development?**

Each new project that is proposed typically has a preliminary "screening" with the City Council. The project will require review under CEQA, unless determined to be exempt, and will have a public hearing before the Planning Commission. You may submit letters or emails to

Development Services staff or attend the hearing(s) and comment during the public comment period of the hearing.

**15. If I would like more information on any of these topics, who should I contact?**

Please call or come in to Development Services at 77 Fair Drive, Second Floor, or (714) 754-5245; and ask to speak to a planner.

## **SAMPLE BUYER'S NOTICE**

THIS BUYER'S NOTICE IS GIVEN IN COMPLIANCE WITH THE EXPRESS REQUIREMENTS OF THE CITY TO PROVIDE THE FOLLOWING SPECIFIC DISCLOSURES TO BUYERS OF RESIDENCES WITHIN THE PROPERTIES. THE INFORMATION CONTAINED IN THIS BUYER'S NOTICE WAS COLLECTED FROM SOURCES DEEMED TO BE RELIABLE AT THE TIME OF WRITING; HOWEVER, THERE IS NO GUARANTEE THAT CHANGES HAVE NOT ALREADY OCCURRED OR THAT CHANGES WILL NOT TAKE PLACE IN THE FUTURE. THE DISCLOSURES BELOW SUPPLEMENT OTHER DISCLOSURES BUYER SHALL RECEIVE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO A TITLE REPORT, RECORDED INSTRUMENTS AFFECTING THE LOT, THE ASSOCIATION GOVERNING DOCUMENTS, A PROPERTY DISCLOSURE REPORT DISCLOSING VARIOUS NATURAL AND OTHER HAZARDS AFFECTING THE LOT, AND OTHER DOCUMENTS DELIVERED OR TO BE DELIVERED TO BUYER RELATING TO THE LOT, AND ARE NOT INTENDED TO BE ALL-INCLUSIVE AND DO NOT RELIEVE OR OTHERWISE MODIFY BUYER'S OBLIGATION TO PERFORM BUYER'S OWN PHYSICAL INSPECTION OF THE LOT BEING PURCHASED, THE NEIGHBORHOOD, OR THE SURROUNDING COMMUNITY AND TO SATISFY ANY CONCERNS BUYER MAY HAVE AS TO THE CONDITIONS RELATING THERETO AND THEIR FITNESS FOR BUYER'S INTENDED USE. IT IS STRONGLY RECOMMENDED THAT BUYER VISIT THE PROPERTY AND DRIVE AROUND THE GENERAL VICINITY SURROUNDING THE PROPERTY ON AT LEAST SEVERAL OCCASIONS ON DIFFERENT DAYS AND AT DIFFERENT TIMES TO BECOME FAMILIAR WITH THE PHYSICAL AND OTHER CONDITIONS TO DETERMINE IF THERE ARE ANY MATERIAL FACTORS THAT MIGHT AFFECT BUYER'S DECISION TO PURCHASE A HOME WITHIN THE NEIGHBORHOOD. SINCE A SELLER CANNOT PREDICT EVERY CIRCUMSTANCE THAT MAY BE MATERIAL TO A BUYER, SELLER EXPECTS BUYER TO SATISFY HIS/HERSELF AS TO BUYER'S DECISION TO PURCHASE THE PROPERTY BY INVESTIGATING ALL MATTERS OF CONCERN TO BUYER.

### **1. LIVE/WORK OPERATIONS.**

Business operations in the Workspace component of the Live/Work Residences shall be consistent with the land use matrix of the Mesa West Bluffs Urban Plan on file with the City, subject to zoning authorization and obtaining a business license pursuant to Public Agency requirements.

### **2. ROOF TOP USES.**

(a) No object shall be placed on the roof-top which has a load ratio greater than as allowed per the Uniform Building Code unless, under the supervision of a structural engineer, provisions have been made to support said object and the Owner has provided the Homeowner Association's Design Review Committee with adequate proof that such provisions have been made and obtained Homeowner Association's Design Review Committee approvals as well as any necessary City approvals. Said objects may include, but shall not be limited to, pool tables, pianos, aquariums, spas, fire-pits, fireplaces, fountains, large potted plants and waterbeds.

(b) Furthermore, unless approved by the Design Review Committee, the following items are prohibited on the roof (except as installed by Declarant): (a) outside installations, including air conditioning equipment, water softeners, outdoor lighting, outdoor speakers, (b) alterations or additions to the roof surface, and (c) other exterior additions or alterations to any roof. Under no circumstances shall any water features (i.e. spa, aquarium, waterbed, large fountains, etc.) be placed on any portion of the roof. Rooftop terraces shall be used only as outdoor living areas containing patio furniture and other similar outdoor furnishings which comply with the standards governing the appearance of such items as set forth in the Association Rules and Design Review Standards. No hanging screens, banners, or wind chimes and no other accouterment (other than plants) which may be visible from any other Residences or the Common Area are permitted on any rooftop terrace. Any plants placed on rooftop terrace must, to the extent required under the Association Rules and Design Review Standards, be approved by the Design Review Committee,

must have sufficiently large receptacles to contain all drainage from such plants. Furthermore, no exterior roof access ladders, roof drain scuppers, or roof drain downspouts shall be permitted. Each Owner acknowledges that substantial damage to the Residence may occur as a result of a violation of this restriction and shall indemnify and hold Declarant and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including attorney's fees) arising from any breach of this Section.

### **3. COMMERCIAL/INDUSTRIAL USES.**

Areas in the vicinity of the Properties are zoned for commercial uses and light industrial business uses. Potential impacts on Owners and other residents living near the commercial/industrial property include noise, odors, pollution, vibration and traffic from delivery trucks and the public's use of these businesses, and light spillage from parking lot lights, lighted signs and other business associated light sources.

### **4. VIEW OBSTRUCTION.**

Declarant makes no representations or warranty with respect to the presence or absence of any view from any portion of any Lot or Common Area within the Properties. Any existing view may change or be blocked or impaired depending upon construction, landscaping or other activities undertaken on remaining land located within the Properties or on land located outside the boundaries of the Properties. Each Owner, by accepting title to a Lot in the Properties, hereby acknowledges that (a) there are no protected views within the Properties, and no Lot in the Properties is assured the existence or unobstructed continuation of any particular view, (b) any construction, landscaping or other installation of Improvements by Declarant, other Owners, or adjacent landowners may impair the view from any Lot or Common Area within the Properties, and the Owners hereby consent to such view impairment.

### **5. NO GUARANTEE OF VIEWS.**

Any view from the Property at present or in the future may change to include adjacent or nearby single-family homes, multiple residential structures, commercial structures, utility facilities, landscaping, and other items. Future construction of improvements and landscaping by homeowners in the Properties could affect the views of other homeowners. Moreover, depending on the location of the Property, adjacent or nearby residential or other structures, whether within the Properties or outside the Properties, could potentially be constructed or modified in a manner that could block or impair all or part of the view from the Property and/or diminish the perceived location advantages of the Property. A particular view is not guaranteed. Views are not protected. No homesite is assured of the existence or unobstructed continuation of any particular view. Future development, construction, changes to development plans, landscaping, growth of trees, or other improvements constructed by other owners (including the developer) may impair the view from the Property, and may result in homes or other improvements being placed in such a fashion that a line of sight is created into Buyer's Residence or exterior portions of the Residence. Development or construction within the surrounding properties within Costa Mesa city limits will be accordance with City ordinances and may be built in a manner that may partially or totally obstruct views from the Property, and the City of Costa Mesa makes no claim, warranty, or guarantee that views from any portion of the neighborhood, including its Residences, will be preserved. Buyer acknowledges that Seller has not made any representations, warranties, covenants, or agreements to or with Buyer concerning the preservation or permanence of any view or location advantage for the Property, and Buyer hereby agrees that Seller shall not be responsible for any impairment of such view or location advantage, or for any perceived loss of value of the Property resulting from any such impairment. Buyer is and shall be solely responsible for analyzing and determining the current and future value and permanence of any such view from or location advantage of the Property.

### **6. UTILITY & PUBLIC IMPROVEMENTS.**

There may be above-ground and subterranean utility Improvements such as transformers, lift stations, water or sewer facilities, telecommunications vaults and other visible Improvements

necessary for the delivery of utilities or other services either on or adjacent to each Lot in the Properties. These are generally depicted on the exhibit attached hereto and incorporated herein by this reference. Each Owner understands that the placement of such Improvements is dictated by the needs of the applicable utility or service provider, and the presence of such Improvements in the Properties is in accordance with easements created prior to or during the development of the Properties. Each Owner, by accepting a deed to a Lot in the Properties, understands that each Lot and portions of the Common Area are subject to one or more such easements for placement of utility Improvements. No Owner may modify, remove or otherwise interfere with utility Improvements on any Lot or other portion of the Properties.