



## CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200  
DEVELOPMENT SERVICES DEPARTMENT

August 23, 2022

Diamond Star Associates  
4100 MacArthur Boulevard, Suite 330  
Newport Beach, CA 92660

**RE: DEVELOPMENT REVIEW 21-08 AND MINOR MODIFICATION 21-21  
1650 ADAMS AVENUE**

Dear Mr. Lamm:

The Development Review, as described in the attached project description, has been approved, based on the findings and subject to conditions of approval (attached). The decision will become final at 5 PM on August 30, 2022 unless appealed by an affected party (including filing of the necessary application and payment of the appropriate fee) or is called up for review by a member of the City Council. Any appeal must be filed within seven (7) days of the above approval date by 5 PM, pursuant to CMMC Sections 2-305(2) and 2-307.

If you have any questions regarding the above items, please do not hesitate to contact the project planner, Chris Yeager at 714.754.4883, or at [christopher.yeager@costamesaca.gov](mailto:christopher.yeager@costamesaca.gov).

Sincerely,

Jennifer Le  
Director of Economic and Development Services

cc: 1650 Adams, LLC  
9701 Wilshire Boulevard, ML1  
Beverly Hills, CA 90212

Engineering  
Fire Marshal  
Building Division

## PLANNING APPLICATION SUMMARY

Location: 1650 Adams Application: DR-21-08/MM 21-21

Request: New Medical Building with three suites

### SUBJECT PROPERTY:

### SURROUNDING PROPERTY:

Zone: <u>C1</u>	North: <u>C1 – Parking Lot</u>
General Plan: <u>General Commercial</u>	South: <u>(Across Adams) PDR-MD</u>
Lot Dimensions: <u>Irregular</u>	East: <u>C1</u>
Lot Area: <u>17,424 SF (0.40 AC)</u>	West: <u>(Across Mesa Verde) C1</u>
Existing Development: <u>Medical Building – To be demolished</u>	

### DEVELOPMENT STANDARD COMPARISON

<u>Development Standard</u>	<u>Required/Allowed</u>	<u>Proposed/Provided</u>
<b>Lot Size:</b>		
Minimum Lot Width	60 FT	66.72 FT
Minimum Lot Area	12,000 SF	17,424 SF
<b>Floor Area Ratio:</b>		
Moderate Traffic FAR (Combined Lot 1 and Lot 2 per previously-approved LUR) (See Note 1)	.30 (14,636 SF max)	.30 (14,597 SF)
Building Height:	2 Stories/30 FT max	2 Stories/30 ft
<b>Setbacks (Buildings):</b>		
Front (Victoria St.)	20 FT	36 FT
Side (left along Mesa Verde/right)	20 FT/0 FT	16 FT/2FT 7 IN (See Note 2)
Rear	0 FT	21 FT
<b>Setbacks (Landscaping):</b>		
Front (Victoria St.)	20 FT	20 FT
Side (Mesa Verde)	20 FT	16 FT (See Note 1)
Parking		
TOTAL	88 spaces	88 spaces
(1) See discussion in the report		
(2) Does not comply with the minimum street-facing side setback – Minor Modification Required		
CEQA Status	15332 – Infill	
Final Action	Planning Division/Director of Economic and Development Services	

## **PROJECT DESCRIPTION**

### *Location*

The subject property is located at 1650 Adams Avenue and is zoned Local Business District (C1) with a General Plan Land Use Designation of General Commercial. The site is located on the corner of Adams Avenue and Mesa Verde Drive East, and is currently developed with a single-story, approximately 11,000-square-foot medical building which was constructed in 1965 as a bank. The existing building is proposed to be demolished. The property is surrounded by other C1 zoned properties including a parking lot to the north, dance studio to the east, a multi-tenant office building to the west across Mesa Verde Drive East, a single family residential neighborhood to the south across Adams Avenue and a multiple family residential neighborhood on the opposite corner of the subject site.

### *Proposed Project*

Pursuant to Costa Mesa Municipal Code (CMMC) Section 13-28(e), the construction of new buildings in the C1 zone requires approval of a development review (DR). The project requires approval of a DR due to the demolition of the existing building and proposed construction of a new 14,597-square-foot building. Landscaping is also proposed to be modified and enhanced throughout the property and within the City right-of-way as part of the project. A Minor Modification (MM) is requested in order to approve a reduced landscaped building side setback, located along Mesa Verde Drive.

The new medical building is proposed to include one suite on the first floor including four operating rooms, pre-operation and recovery areas, waiting area, storage, and administrative areas. The second floor is proposed to include two medical shell suites and an ancillary 1,188-square-foot outdoor, roof-deck break area for employees only. The exterior of the building is proposed to include a variety of materials including multi-colored aluminum composite panels, fiber cement board, and aluminum windows and reveals.

### *Site History*

A private reciprocal access and parking agreement was recorded in 1972 between 1650 Adams Avenue, 1640 Adams Avenue, and 1620 Adams Avenue and the property directly to the north, 2800 Mesa Verde Drive East. The 1972 access/parking agreement has been provided as Attachment 2.

On June 10, 1985, the Planning Commission approved Conditional Use Permits for reciprocal access and excess compact spaces for the three existing commercial buildings located at 1600, 1640, and 1650 Adams (Planning Application PA-85-102). 1620 Adams was not a part of this agreement. The staff report and resolution for PA-85-102 has been provided as Attachment 3.

On July 14, 2003, the City approved Parcel Map PM-2003-160 and Variance PA-03-18. The variance was approved for Parcel 2 (2800 Mesa Verde Drive East) to allow for a narrower lot than the CMMC allowed. The approval tied Parcel 1 (1650 Adams Avenue) and Parcel 2 together for the purposes of calculating the allowable building area on Parcel 1 and stipulated that required parking be located on Parcel 2 for customers, guests, and employees of the building at Parcel 1. In addition, a Land Use Restriction was required as a condition of approval to ensure that the above mentioned reciprocal parking agreement remains to support the building. The LUR also included a provision related to allowable Floor Area Ratio (FAR) as described below. A copy of the minutes, staff report, resolution and Land Use Restriction for PA-03-18 has been provided as Attachment 4. As conditioned, an updated Land Use Restriction will be required to be recorded prior to issuance of building permits.

## **ANALYSIS**

### *Floor Area Ratio*

The floor area ratio (FAR) for the subject property was established by the approval of PA-03-18 (previously described). The approval combined the subject property (Parcel 1) and the property to the rear (Parcel 2) together for the purposes of calculating the allowable building area on the subject property and stipulated that required parking be located on Parcel 2 for customers, guests, and employees of the building at Parcel 1.

Pursuant to CMMC Section 13-69, moderate traffic uses in the General Commercial Land Use designations require a maximum FAR of 0.30. Medical uses fall under the moderate traffic generators and would be subject to the 0.30 FAR requirement. The two properties total 48,787 square feet, which would allow for a maximum square footage of 14,636 square feet of gross floor area. The project proposes 14,597 square feet of area (39 square feet less than the maximum permitted FAR) with a resultant FAR of 0.30 and therefore complies with FAR requirements.

### *Building Design*

The project proposes demolition of the existing onsite building (initially constructed as a bank) and proposes a new building to replace the existing building. As proposed, the new building will have a modern design with abundant windows to allow for natural lighting. The main entry to the lower floor suite will be oriented at the front of the building toward the corner of Adams Avenue and Mesa Verde Drive East. The entry for the second floor suites are located on the right side of the building. The second floor is also accessible at the main entrance. Each of the two lobbies feature floor to ceiling windows.

The building proposes a second story roof deck which is proposed to be used as a break area for employees only. The area will not be utilized by guests visiting the building. The deck will include seating and no appliances are to be located on the roof deck. Condition of approval (COA) No. 3 requires that the roof deck will need to remain open to the elements and shall not be enclosed.

Pursuant to CMMC Section 13-44, a maximum building height of 2 stories/30 feet is permitted in the C1 zone. The proposed building is 2 stories and 30 feet in height. The building is proposed to feature a two-foot parapet above the second story, which will enable screening for any future roof mounted mechanical equipment. Mechanical equipment proposed for the building is to be located above the first floor adjacent to the roof deck and will be completely screened. The CMMC requires that all mechanical equipment be screened from the public right of way and neighboring properties. The application proposes a 30-foot height for screening around two elevator shafts which complies with the development standards.

The entirety of the building is proposed to be clad in high quality materials including white, light gray, and dark gray aluminum composite panels. Additional cladding consists of redwood and spruce fiber cement board with incorporated wood grains. The materials will be low maintenance and will hold up well to the elements.

### *Parking*

As discussed above, parking for the property is located on the common parking lot property directly to the north known as Parcel 2. The Parcel currently contains 88 parking spaces and a variety of landscaping. The CMMC requires that medical offices provide six parking spaces per 1,000-square-feet of gross floor area. Therefore, the 14,597-square-foot facility requires a total of 88 parking spaces. As discussed above in the Site History section, the site parking is provided on Parcel 2 which contains a total of 88 parking stalls. Therefore, parking provided on Parcel 2 will satisfy the requirements of the building on Parcel 1.

In addition, the reciprocal access and parking agreement will be maintained because sufficient parking is provided for all uses at 1600-1650 Adams as indicated in the table below.

Parking Requirements 1600-1650 Adams Avenue				
Address	Square Footage	Current Use	Parking Requirement	Required Parking
1600 Adams	23,000 SF	Vacant	4/1,000	92
1620 Adams	9,852 SF	Kline School	PA-07-25	26
1640 Adams	4,500 SF	Arthur Murray Dance Studio	10/1,000	45
1650 Adams	14,597 SF	Medical Office	6/1,000	88
<b>Total Required:</b>				<b>251</b>
<b>Total Provided:</b>				<b>294</b>

Additionally, the total number of parking spaces provided for all buildings in shared parking lots is 294 spaces which provides a surplus of 43 parking spaces beyond that required by the CMMC.

## **REVIEW CRITERIA**

Pursuant to CMMC Section 13-29(e), Development Review and Minor Modifications applications must be in compliance with the following review criteria:

- 1. Compatible and harmonious relationship between the proposed building and site development, and use(s), and the building and site developments, and uses that exist or have been approved for the general neighborhood.***

The proposed development is compatible and harmonious with developments and uses on surrounding properties because the medical building conforms to all applicable development standards and the Residential Design Guidelines. In addition, the development will not exceed the parking available within the shared parking lot and will not interfere with the access agreement for the surrounding properties.

- 2. Safety and compatibility of the design of buildings, parking area, landscaping, luminaries and other site features which may include functional aspects of the site development such as automobile and pedestrian circulation.***

Safety and compatibility of the design of buildings, parking area, landscaping, luminaries and other site features have been considered for the proposed project in that all portions of the building and landscaping will comply with all building and fire codes. The landscaping will comply with the required visibility triangle at the corner of Adams Avenue and Mesa Verde Drive East as well as within the parking lot. Pedestrians, bicyclist, will be able to access the facility without crossing or engaging with vehicular traffic.

- 3. Compliance with any performance standards as prescribed elsewhere in this Zoning Code.***

The project, as proposed and conditioned, will comply with any performance standards prescribed elsewhere in the Zoning Code including the development standards, the placement of mechanical equipment, and the landscaping code.

- 4. The project is consistent with the General Commercial General Plan land use designation of the site.***

The property has a General Plan designation of General Commercial. Under the General Plan designation, commercial uses are allowed. As a result, the proposed medical office use conforms to the City's General Plan. The following evaluates the proposed project's consistency with the most relevant goals, objectives, and policies of the General Plan;

**Policy LU-1.1** *Provide for the development of a mix and balance of housing opportunities, commercial goods and services, and employment opportunities in consideration of the needs of the business and residential segments of the community.*

**Consistency:** The site is located on Adams Avenue which has a diverse mix of commercial establishments including retail, food establishments, general offices, studios, and schools. The medical office is compatible with the General Plan land use designation, zoning, and surrounding uses and will add to the mix of commercial services and employment opportunities in the immediate area.

**Policy LU-6.2:** *Continue to promote and support the vitality of commercial uses to meet the needs of local residents and that support regional-serving commercial centers.*

**Consistency:** The project will redevelop a previous medical building which was originally constructed as a bank. The new building will provide a modern medical office which can be utilized by local residents and other clients located outside the City.

#### **MINOR MODIFICATION FINDINGS (REDUCED SIDE SETBACK)**

The CMMC requires a minimum 20-foot side setback along primary, secondary, and major streets per the master plan of highways. The CMMC also allows for the processing of a Minor Modification to reduce the side setback up to 20%, which equates to a 16-foot setback. The proposal as described below complies with the Minor Modification findings of the Costa Mesa Municipal Code Section 13-29(g)(6) in that:

- a) The improvement will not be materially detrimental to the health, safety and general welfare of persons residing or working within the immediate vicinity of the project or to property and improvements within the neighborhood.

As conditioned, the improvement will not be materially detrimental to the health, safety and general welfare of persons residing or working within the immediate vicinity of the project or to property and improvements within the neighborhood. Code permits processing of a Minor Modification to allow a 20% reduction in the required side setback. The applicant proposed a 16-foot side setback for the building. The 4-foot reduction in the landscaped setback has considered the circulation of pedestrians and vehicles, is outside of the required visibility triangle, and proposes high quality landscaping.

- b) The improvement is compatible and enhances the architecture and design of the existing and anticipated development in the vicinity. This includes the site planning, land coverage, landscaping, appearance, scale of structures, open space and any other applicable features relative to a compatible and attractive development.

The property is located on the corner of Adams Avenue and Mesa Verde Drive East and proposes 20 feet of landscaping setback along Adams Avenue. The reduced landscape area is proposed on the side of the building abutting Mesa Verde Drive East. The majority of the properties on the east side of Mesa Verde Drive East are residential properties featuring six to eight-foot block walls and fences. The proposed design will feature an increased landscape area compared to the other properties on the east side of the Mesa Verde Drive East and will feature quality landscaping in compliance with the City's landscaping requirements. The preliminary landscaping plan indicates that the project will be planting additional street trees within the right-of-way. COA No. 23 requires that the applicants coordinate with the Public Services department for the selection and siting of new street trees and comply with adopted streetscape standards. The majority of the other commercial buildings in the immediate vicinity are landscaped with trees and sod with the exception of 1620 Adams Avenue which features shrubs and trees of a similar pallet to the proposed landscaping. In addition, the property across Mesa Verde East features landscaping with a variety of ornamental grasses, mature trees, and an abundance of aggregate materials. The proposed landscaping includes ornamental grasses that are consistent with the neighboring landscape pallet. The reduced landscaping setback would comply with all building and fire codes and therefore would not have a negative impact on the safety and welfare of the public. The existing site features a variety of palm trees which are not allowed per the landscape code with the exception of being used as accent pieces. The preliminary landscape plan shows 11 new on-site trees (including Eastern Redbud and Fruitless Olive trees) and three additional street trees (Canary Island Pine) which will increase the City's canopy cover. In addition, the existing site features large amounts of aggregate material, which will be replaced with a variety of drought tolerant vegetation.

### **ENVIRONMENTAL DETERMINATION**

The project is exempt from the provisions of the California Environmental Quality Act (CEQA) under section 15332 (Class 32) In-Fill Development Projects. The exemption applies to projects characterized as in-fill development provided that the project: is consistent with all applicable general plan designation and all applicable general plan policies as well as with applicable zoning designations and regulations; the project development occurs within city limits on a project site of no more than five acres; the project has no value as habitat for endangered, rare or threatened species; that the approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and that the site can be adequately served by all required utilities and public services. Therefore, the project is categorically exempt from CEQA.

### **CONDITIONS OF APPROVAL**

- P1ng. 1. Address assignment shall be requested from the Planning Division prior to submittal of working drawings for plan check. The approved address of individual units, suites, buildings, etc., shall be blueprinted on the site plan and on all floor plans in the working drawings.



2. A copy of the conditions of approval for the conditional use permit must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land.
3. All work shall be conducted under-roof. Outdoor work or display is prohibited. The roof deck break area should be used exclusively for employees taking breaks. The roof deck shall not be enclosed without Planning approval. No audio or amplification system shall be installed without prior approval from the Planning Division.
4. The project is subject to compliance with all applicable Federal, State, and local laws. A copy of the applicable Costa Mesa Municipal Code requirements has been forwarded to the applicant and, where applicable, the Authorized Agent, for reference.
5. Inpatient care is not permitted on site.
6. Approval of the planning/zoning application is valid for two (2) years from the effective date of this approval and will expire at the end of that period unless applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and a valid building permit has been maintained by making satisfactory progress as determined by the Building Official; 2) a certificate of occupancy has been issued; or 3) the use has been established and a business license has been issued. A time extension can be requested no less than thirty (30) days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180 days subject to specific findings listed in Title 13, Section 13-29(k)(6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.
7. The applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers and/or employees arising out of, or which are in any way related to, the applicant's project, or any approvals granted by City related to the applicant's project. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section. City shall have the right to choose its

own legal counsel to represent the City's interests, and applicant shall indemnify City for all such costs incurred by the City.

8. The conditions of approval, code requirements, and special district requirements for DR-21-08 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
9. The applicant shall contact the Planning Division to arrange Planning inspection of the site prior to the Building Division's final inspections. This inspection is to confirm that the conditions of approval and Code requirements have been satisfied.
10. No modification(s) of the approved building elevations including, but not limited to, change of architectural type, changes that increase the building height, removal of building articulation, or a change of the finish material(s), shall be made during construction without prior Planning Division written approval. Failure to obtain prior Planning Division approval of the modification could result in the requirement of the applicant to (re)process the modification through a discretionary review process or a variance, or in the requirement to modify the construction to reflect the approved plans.
11. It is recommended that the project incorporate green building design and construction techniques where feasible. The applicant may contact the Building Safety Division at (714) 754-5273 for additional information.
12. The subject property's ultimate finished grade level may not be filled/raised unless necessary to provide proper drainage, and in no case shall it be raised in excess of 30 inches above the finished grade of any abutting property. If additional fill dirt is needed to provide acceptable on-site stormwater flow to a public street, an alternative means of accommodating that drainage shall be approved by the City's Building Official prior to issuance of any grading or building permits. Such alternatives may include subsurface tie-in to public stormwater facilities, subsurface drainage collection systems and/or sumps with mechanical pump discharge in-lieu of gravity flow. If mechanical pump method is determined appropriate, said mechanical pump(s) shall continuously be maintained in working order. In any case, development of subject property shall preserve or improve the existing pattern of drainage on abutting properties.
13. Demolition permits for existing structure(s) shall be obtained and all work and inspections completed prior to final building inspections. Applicant is notified that written notice to the Air Quality Management District may be required ten (10) days prior to demolition.
14. Transformers, backflow preventers, and any other approved above-ground utility improvement shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director.
15. Two (2) sets of detailed landscape and irrigation plans, which meet the requirements set forth in Costa Mesa Municipal Code Sections 13-101

through 13-108, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

16. The landscaping of this project shall comply with the City's landscaping requirements and any applicable guidelines (i.e. Water Efficient Landscape Guidelines). The final landscape plan shall meet tree count, tree selection, shrub count, groundcover and turf requirements per the City's Zoning Code.
17. Existing mature trees shall be retained wherever possible. Should it be necessary to remove existing trees, the applicant shall submit a written request and justification to the Planning Division. A report from a California licensed arborist may be required as part of the justification. Replacement trees shall be of a size consistent with trees to be removed and may be required on a 1:1 basis. This requirement shall be completed under the direction of the Planning Division
18. All landscaped areas shall be separated from paved vehicular areas by 6" high continuous Portland Cement Concrete curbing.
19. Prior to issuance of grading permits, developer shall submit for review and approval a Construction Management Plan. This plan features methods to minimize disruption to the neighboring uses to the fullest extent that is reasonable and practicable. The plan shall include construction parking and vehicle access and specifying staging areas and delivery and hauling truck routes. The plan should mitigate disruption during construction. The truck route plan shall preclude truck routes through residential areas and major truck traffic during peak hours. The total truck trips to the site shall not exceed 200 trucks per day (i.e., 100 truck trips to the site plus 100 truck trips from the site) unless approved by the Development Services Director or Transportation Services Manager. Any construction access from the neighboring properties will require property owner permission.
20. Prior to issuance of grading permits, developer shall identify to the Development Services Director a construction relations officer to act as a community liaison concerning on-site activity, including resolution of issues related to dust generation from grading/paving activities.
21. No exterior roof access ladders, roof drain scuppers, or roof drain downspouts are permitted. This condition relates to visually prominent features of scuppers or downspouts that not only detract from the architecture but may be spilling water from overhead without an integrated gutter system which would typically channel the rainwater from the scupper/downspout to the ground. An integrated downspout/gutter system which is painted to match the building would comply with the condition. This condition shall be completed under the direction of the Planning Division.
22. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts to residential

areas either within the garages or within the side yard areas (behind fences).

23. Coordinate with the Public Services department for the selection and siting of new street trees and comply with adopted streetscape standards.
24. A Land Use Restriction to ensure required parking continues to be provided on Parcel 2 for any building(s) that may exist on Parcel 1 shall be recorded prior to issuance of building permits. The applicant shall submit to the Planning Division a copy of the legal description for the property and a current title report identifying the current legal property owner so that the document may be prepared.
- Trans 25. The applicant shall submit a Traffic Impact Fee to the Transportation Division prior to issuance of building permits. The fee is required in an amount determined by the Transportation Division pursuant to the prevailing schedule of charges adopted by the City Council. The fee is calculated with consideration of standardized trip generation ratios for proposed uses and includes credits for existing uses. NOTE: The estimated Traffic Impact Fee for this application is \$28,129.50. The fee will be calculated at the time of issuance of building permits and based upon the prevailing schedule of charges in effect at that time.
- Eng 26. At the time of development submit for approval an Offsite Plan to the Engineering Division and Grading Plan to the Building Division that shows Sewer, Water, Existing Parkway Improvements and the limits of work on the site, and hydrology calculations, both prepared by a registered Civil Engineer or Architect. Construction Access approval must be obtained prior to Building or Engineering Permits being issued by the City of Costa Mesa. Pay Offsite Plan Check fee per Section 13-231 of the C.C.M.M.C. and an approved Offsite Plan shall be required prior to Engineering Permits being issued by the City of Costa Mesa.
27. Maintain the public Right-of-Way in a "wet-down" condition to prevent excessive dust and remove any spillage from the public Right-of-Way by sweeping or sprinkling.
28. Pay Offsite Plan Check fee per Section 13-231 of the C.C.M.M.C. and an approved Offsite Plan shall be required prior to Engineering Permits being issued by the City of Costa Mesa.
29. Obtain an encroachment permit from the Engineering Division for any work in the City public right-of-way. Pay required permit fee & cash deposit or surety bond to guarantee construction of off-site street improvements at time of permit per section 15-31 & 15-32, C.C.M.M.C. as approved by City Engineer. Cash deposit or surety bond amount to be determined by City Engineer.
30. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then reconstruct P.C.C. driveway approach on Mesa Verde Drive per City of Costa Mesa Standards as shown on the Offsite Plan ADA compliance required for new driveway approaches.

31. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then reconstruct damaged or non-ADA compliant sidewalk along Adams Avenue and Mesa Drive per City of Costa Mesa Standards and ADA requirements as shown on the Offsite Plan.
32. Fulfill Drainage Fee requirements per City of Costa Mesa Ordinance No. 06-19 prior to approval of Final Map/Approval of Plans.
33. In order to comply with the 2003 Drainage Area Management Plan (DAMP), the proposed Project shall prepare a Water Quality Management Plan conforming to the Current National Pollution Discharge Elimination System (NPDES) and the Model WQMP, prepared by a Licensed Civil Engineer or Environmental Engineer, which shall be submitted to the Department of Public Works for review and approval.
  - a) A WQMP (Priority or Non-Priority) shall be maintained and updated as needed to satisfy the requirements of the adopted NPDES program. The plan shall ensure that the existing water quality measures for all improved phases of the project are adhered to.
  - b) Location of BMPs shall not be within the public right-of-way.
34. Plant three (3), 36 inches pine trees along Mesa Drive as shown on the landscape plans per the City Arborist direction.

### **CODE REQUIREMENTS**

The following list of federal, state, and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

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|-------|---|
| PIng. | <ol style="list-style-type: none"> <li>2. Development shall comply with all requirements of Article 1, Chapter 5, Title 13, of the Costa Mesa Municipal Code relating to development standards for residential projects.</li> <li>3. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be <u>prohibited</u> on Sunday and the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</li> <li>4. All on-site utility services shall be installed underground.</li> <li>7. Installation of all utility meters shall be performed in a manner so as to obscure the installation from view from any place on or off the property. The installation vault, wall cabinet, or wall box under the direction of the Planning Division.</li> <li>9. The landscaping of this project shall comply with the City's landscaping requirements and any applicable guidelines (i.e. Water Efficient Landscape Guidelines). The final landscape plan shall meet tree count, tree selection, shrub count, ground cover and turf requirements per the City's Zoning Code requirements.</li> </ol> |
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10. Two sets of detailed landscape and irrigation plans, which meet the requirements set forth in the Costa Mesa Municipal Code Sections 13-101 through 13-108 and the City's Water Efficient Landscape Guidelines, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to the issuance of building permits.
11. Landscaping and irrigation shall be installed in accordance with the approved plans prior to final inspection or occupancy clearance.
12. All unpaved areas visible from public right-of-ways shall be landscaped and the landscaping shall be maintained in a healthy condition, free of dying, dead, diseased, decayed, discarded, and/or overgrown vegetation.
13. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts to neighbors.
15. Any mechanical equipment such as air-conditioning equipment and duct work shall be screened from view in a manner approved by the Planning Division.
16. Transformers, backflow preventers, and any other approved above-ground utility improvements shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director.
- Bldg. 17. Comply with the requirements of the adopted, 2019 California Residential Code or the 2019 California Building Code , 2019 California Electrical code, 2019 California Mechanical code , 2019 California Plumbing code , 2019 California Green Building Standards Code and 2019 California Energy Code (or the applicable adopted, California Residential Code, California Building code California Electrical code, California Mechanical code California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance ) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa.
19. Prior to issuing the Building permit the rough grading certificate shall be submitted to the Building Division.
20. Submit a precise grading plan and an erosion control plan.
21. Submit a soils report for this project. Soil's Report recommendations shall be blueprinted on both the architectural and the precise grading plans.
22. On graded sites the top of exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved discharge devise a minimum of 12 inches plus 2 percent. 2013 California Residential Code CRC 403.1.7.3

- 23. Lot shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches within the first 10 feet. CRC R401.3
- Fire 24. Comply with the requirements of the 2019 California Fire Code and referenced standards as amended by the City of Costa Mesa.
- Bus. 25. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained.
- Lic.

**SPECIAL DISTRICT REQUIREMENTS**

The requirements of the following special districts are hereby forwarded to the applicant:

- AQMD 1. Applicant shall contact the Air Quality Management District (800) 288-7664 for potential additional conditions of development or for additional permits required by AQMD.
- 2. Prior to the Building Division (AQMD) issuing a demolition permit, contact South Coast Air Quality Management District located at:  
21865 Copley Dr.  
Diamond Bar, CA 91765-4178  
Tel: 909-396-2000

OR

Visit their web site:

<http://www.costamesaca.gov/modules/showdocument.aspx?documentid=23381>

The Building Division will not issue a demolition permit until an identification number is provided by AQMD.

- Cable 3. The applicant shall contact the current cable company prior to issuance of building permits to arrange for pre-wiring for future cable communication service.
- Sani. 4. It is recommended that the applicant contact the Costa Mesa Sanitary District at (949) 645-8400 for current district requirements.
- State 5. Comply with the requirements of the California Department of Food and Agriculture (CDFA) to determine if red imported fire ants (RIFA) exist on the property prior to any soil movement or excavation. Call CDFA at (714) 708-1910 for information.



October 1, 2021

**Christopher Yeager  
Assistant Planner  
City of Costa Mesa  
Development Services Department  
77 Fair Drive  
Costa Mesa, CA 92628**

**Subject: Development Review Application- Project Description  
Dr. Barrett Plastic Surgery  
1650 Adams Ave, Costa Mesa, CA 92626**

**Dear Mr. Yeager:**

As the owner of "Dr. Barrett Plastic Surgery, PC" and the new owner of the building located at 1650 Adams Ave, I am submitting this project description accompanying my application for "Development Review Approval" of a new medical office building. Specifically, I plan to demolish the existing 11,000+sf medical office building and build a new 14,500sf building. The new building will house my Orange County office for Barrett Plastic Surgery replacing the former medical uses.

Barrett Plastic Surgery is an upscale medical practice currently located in Beverly Hills. My specific medical practice has a minimal number of patients onsite at the same time, since procedures may last from one to three hours and consultation appointments are generally less than one hour. Our business hours will be Monday through Friday with a total of twelve staff members to accommodate the expected two to three patients per hour.

The subject building was built as a bank in the 1960s or 70s, and subsequently converted to a medical office building. The building is too dark inside, has outdated fixtures and décor, and overall needs complete replacement with an upscale medical building having modern design, an abundance of windows for natural lighting, dramatic entry, lobby, and fresh new landscaping and signage. Replacement of the existing building will be a dramatic improvement in this block on Adams Avenue and infuse new life into the area.

My building and the two adjoining share a large common parking area which has more parking than needed by all building owners, and for my practice, will have excess unused parking. My plastic surgery business is not a high impact medical clinic with large numbers of patients waiting for fifteen-minute appointments. Our patients include elective treatment and corrective skin treatment for accident scarring and defects. As such, we provide an excellent service to the community and help unfortunate patients to regain confidence in their appearance and rebuild self-esteem. While we could have selected a medical office building near Hoag Hospital or in Newport Center, we prefer to be community based to serve the needs of Costa Mesa as well as Orange County.



Included with our application are detailed design plans that resulted from a year of market analysis and interior design research. Considerable thought was given towards creating a bright, modern architectural design which would also be compatible with the community but clearly represent re-investment which is needed in the area.

Authorized agents for processing my application and plans are Christopher J. Lamm and Donald D. Lamm who have considerable expertise in understanding the City's needs, zoning regulations, and are available to answer your questions.

I look forward to opening my practice in Costa Mesa and becoming a member of your business community. The property is an excellent location for my medical practice, is very compatible with neighboring Mesa Verde, and has an extremely low parking demand in a parking lot shared with other buildings who also have low parking requirements.

As the property and business owner, I am committed to building this medical office building, have already hired the general contractor, and wish to immediately proceed into Building Department plan check when my Development Review application is approved.

I thank City staff again for all the great customer service to date while we designed the building. It is now fully designed, meets all development requirements of the property's zoning, replaces a previously approved medical office building, and will greatly enhance the area.

Please call at your convenience should you have questions, but due to my patient scheduling, I can only return calls between patients or during my lunch break. Therefore, Chris and Don Lamm can respond to your immediate needs and keep me informed.

Sincerely,



Dr. Daniel Barrett  
Owner

Dr. Barrett Plastic Surgery, PC  
9701 Wilshire Blvd., ML1  
Beverly Hills, CA 90212

Attachments:

PA Application for Development Review Approval of Medical Office Building  
Project design plans

Cc: Christopher J. Lamm  
Donald D. Lamm  
Diamond Star Associates  
Authorized Agents

2A1

Recording Requested by  
C. J. SEGERSTROM & SONS

26385

10245 PM 204

When Recorded Please Mail To:  
C. J. Segerstrom & Sons  
P.O. BOX 1406  
Costa Mesa, Calif. 92626

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
JUL 27 1972  
J. WYLLIE EARLY, County Recorder

RECIPROCAL PARKING AGREEMENT

This Agreement made this 26th day of July,  
1972, by and between HAROLD T. SEGERSTROM, VERONICA P.  
SEGERSTROM, NELLIE RUTH SEGERSTROM, HENRY T. SEGERSTROM, YVONNE  
duC. SEGERSTROM, HAROLD T. SEGERSTROM, JR., and JEANETTE E.  
SEGERSTROM, (hereinafter collectively referred to as "Segerstrom"),  
FIRST NATIONAL BANK OF ORANGE COUNTY ("Bank"), GIRL SCOUT  
COUNCIL OF ORANGE COUNTY ("Girl Scouts"), and BRENTWOOD SAVINGS  
AND LOAN ASSOCIATION ("Brentwood").

RECITALS

A. Segerstrom is or was the owner of all of the  
real property outlined with a solid line on Exhibit "A"  
attached hereto and incorporated herein by this reference (the  
"Development").

B. Segerstrom heretofore has deeded to Girl Scouts  
the portion of said real property outlined in dashes on  
Exhibit "A," has leased to Bank the portion of said real  
property outlined in circles on Exhibit "A," and has leased  
to Brentwood the portion of said real property outlined with  
squares on Exhibit "A." Segerstrom contemplates developing  
the balance of said real property with commercial or similar  
buildings and with parking areas serving such buildings as  
constructed, but without thereby committing itself to do so  
except as herein specifically provided.

C. Segerstrom, Bank, Girl Scouts and Brentwood  
each desire to establish reciprocal nonexclusive parking  
rights in portions of said real property, for the mutual

EXHIBIT B

10245 MAR 205

benefit of each of them, and of the contemplated future owners and lessees of premises within said real property, all as more specifically hereinafter set forth.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and the mutual benefits to be derived by each of the parties therefrom, it is hereby agreed among the parties as follows:

1. Those portions of said real property designated by shading on Exhibit "A," and more fully described on Exhibit "B," shall from and after the effective date hereof be deemed "common parking areas." Each of the parties, their successors in interest, and their respective employees and invitees shall be entitled to use the common parking areas from and after the effective date in common with all other persons Segerstrom from time to time authorizes to use such areas, subject to such reasonable rules and regulations relating to such use as Segerstrom may from time to time establish, including validation requirements.

2. Segerstrom shall improve at its expense those portions of the common parking areas not already improved with parking at the date hereof. From and after the effective date Segerstrom shall operate, manage, equip, police, light, repair and maintain the common parking areas in such manner as it may in its sole discretion determine to be appropriate. Segerstrom may temporarily close all or portions of the common parking area for repairs or alterations, to

NOV 10 2 45 PM '06

prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Segerstrom. Segerstrom may make changes at any time and from time to time in the size, shape, location, number and extent of the common parking areas or any of them and may provide within the Development parking in substitution for that initially provided hereunder which may be surface, multi-deck or underground in nature, provided that Segerstrom may not so long as this Agreement remains in effect reduce the number of parking spaces within the common parking areas below the greater of (a) the number of spaces required by the City of Costa Mesa to serve the Development as it from time to time exists or (b) 100 spaces.

3. Segerstrom shall at all times during the term of this Agreement have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways within the common parking areas, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the rules and regulations for the use of such areas established by Segerstrom from time to time. The rights of each of the parties in and to the common parking areas shall at all times be nonexclusive and subject to the rights of other parties from time to time authorized to use the common parking areas on a nonexclusive basis (all parties so authorized to use the common parking areas being herein-after referred to as "Users").

10245 207

4. Each User shall pay to Segerstrom in the manner and at the time provided below, such party's proportionate share, as defined below, of all costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening, landscaping, cost of public liability, property damage, vandalism and malicious mischief, and other insurance, real estate taxes and assessments, repairs, painting, lighting, cleaning, trash removal, depreciation of equipment and common parking area improvements, fire protection, and similar items, and an amount (not to exceed fifteen percent (15%) of all other maintenance costs and expenses) equal to Segerstrom's expenses in supervising such maintenance. Each User's proportionate share of such common parking area costs shall be that proportion thereof which the gross floor area of each User's premises bears to the gross floor area of the premises in the Development from time to time occupied by Users. Prior to the commencement of each calendar year, Segerstrom shall give each User a written estimate of its share of such common area costs for the ensuing year. Each User shall pay such estimated amount to Segerstrom in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, Segerstrom shall furnish to each User a statement showing in reasonable detail the costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas during such year, and the parties shall promptly make any payment or allowance

necessary to adjust each User's estimated payment to such User's actual proportionate share of common parking area costs as shown by such annual statement.

5. The customers, invitees and employees of each of the parties will have the right of access, ingress and egress over and upon all driveways connecting the common parking areas to public streets, whether such driveways, as the same may exist from time to time, are located upon the common areas or upon portions of the property of the parties not constituting common areas.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, lessees and sublessees.

EXECUTED this 25th day of July, 1972.

FIRST NATIONAL BANK OF  
ORANGE COUNTY

GIRL SCOUT COUNCIL OF ORANGE  
COUNTY

By Charles W. ... By Caroline Schmidt  
By John A. White By \_\_\_\_\_

BRENTWOOD SAVINGS AND LOAN  
ASSOCIATION

By David L. ... Harold T. Segerstrom  
By Dana K. ... Veronica P. Segerstrom

Nellie Ruth Segerstrom  
Nellie Ruth Segerstrom

Henry T. Segerstrom  
Henry T. Segerstrom

Yvonne de C. Segerstrom  
Yvonne de C. Segerstrom

Harold T. Segerstrom, Jr.  
Harold T. Segerstrom, Jr.

Jeanette E. Segerstrom  
Jeanette E. Segerstrom

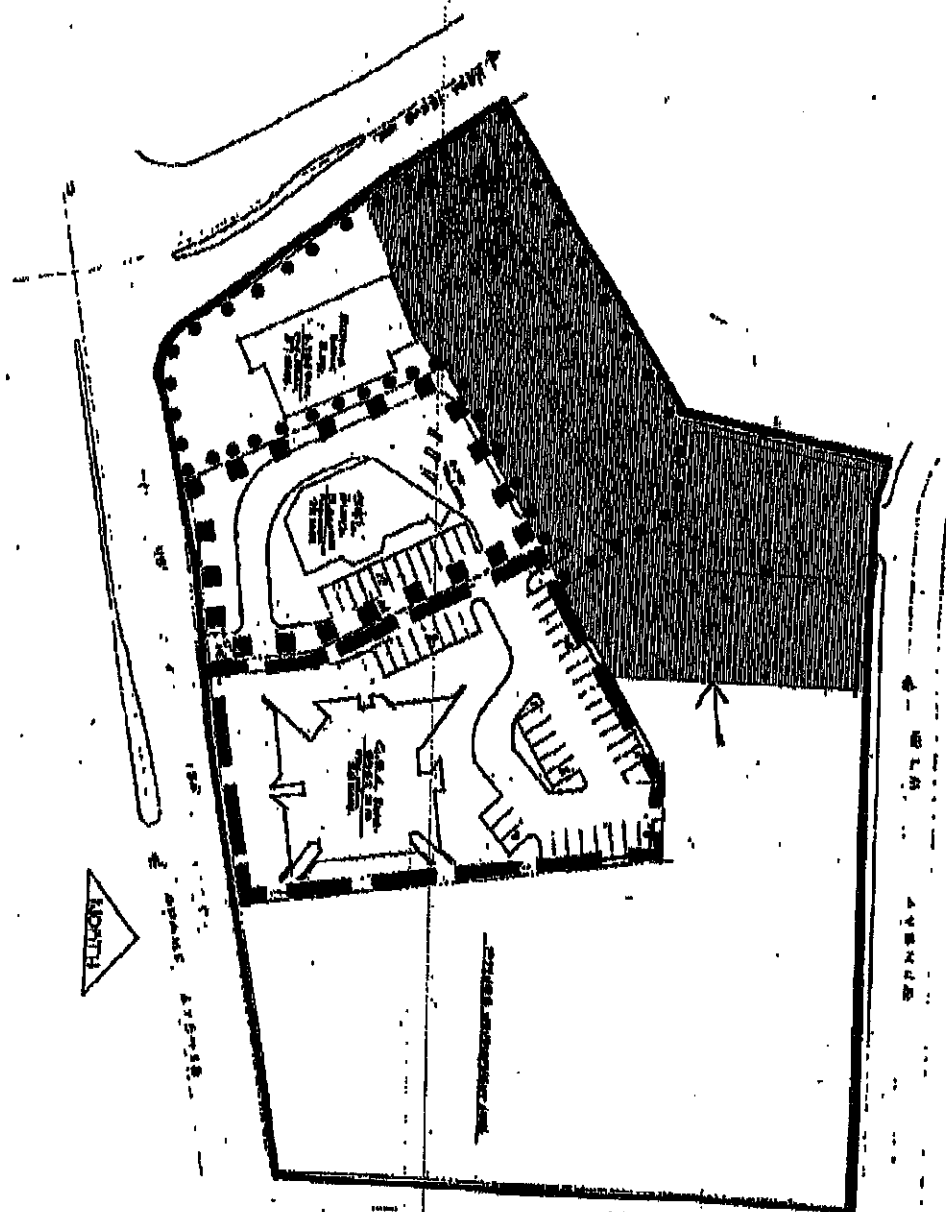


EXHIBIT A

COMMON PARKING AREAS

10245 211

PARCEL NO. 1

That portion of Lot 51 in the City of Costa Mesa, County of Orange, State of California as shown on the map of the Fairview Tract recorded in Book 25 Page 76 of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, described as follows:

COMMENCING at a point in the Northerly line of Adams Avenue as described in the deed to the City of Costa Mesa recorded November 9, 1961 in Book 5908 Page 266 of Official Records, records of said Orange County, said point being distant along said Northerly line North  $01^{\circ}20'10''$  East 73.11 feet from the Westerly terminus of that certain course described in said deed as having a bearing and length of "North  $81^{\circ}20'10''$  East 116.11 feet"; said point being the Southwest corner of the land described in the Deed recorded February 7, 1972 in Book 9993 Page 183 of Official Records of said County; thence along the Westerly line of said deed the following courses; North  $08^{\circ}39'50''$  West 63.00 feet and North  $25^{\circ}30'00''$  West 176.64 feet to the Southeasterly line of the land described in the memorandum of lease recorded May 7, 1964 in Book 7036 Page 426 of Official Records, records of said Orange County, said point being also the most Westerly corner of the land described in said deed recorded in Book 9993 Page 183; thence North  $56^{\circ}52'49''$  East along the Northwesterly line of said last mentioned deed 26.39 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northwesterly line of said deed recorded in Book 9993 Page 183 North  $56^{\circ}52'49''$  East 65.00 feet; thence North  $00^{\circ}04'00''$  East 164.13 feet to the South line of Elm Avenue as shown on a map of Tract No. 3487 as per map recorded in Book 122 Pages 6 to 16 inclusive of Miscellaneous Maps, records of said County; thence North  $89^{\circ}54'01''$  West 92.83 feet to the beginning of a tangent curve concave Northerly having a radius of 160.00 feet; thence Westerly along said curve through a central angle of  $17^{\circ}49'46''$  an arc distance of 49.79 feet; thence South  $09^{\circ}30'41''$  West 132.77 feet to the most Northerly corner of Parcel 2 of the hereinbefore mentioned lease; thence along the Northerly and Easterly lines of said lease the following bearings and distances; South  $88^{\circ}45'36''$  East 60.26 feet and South  $33^{\circ}07'11''$  East 90.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"



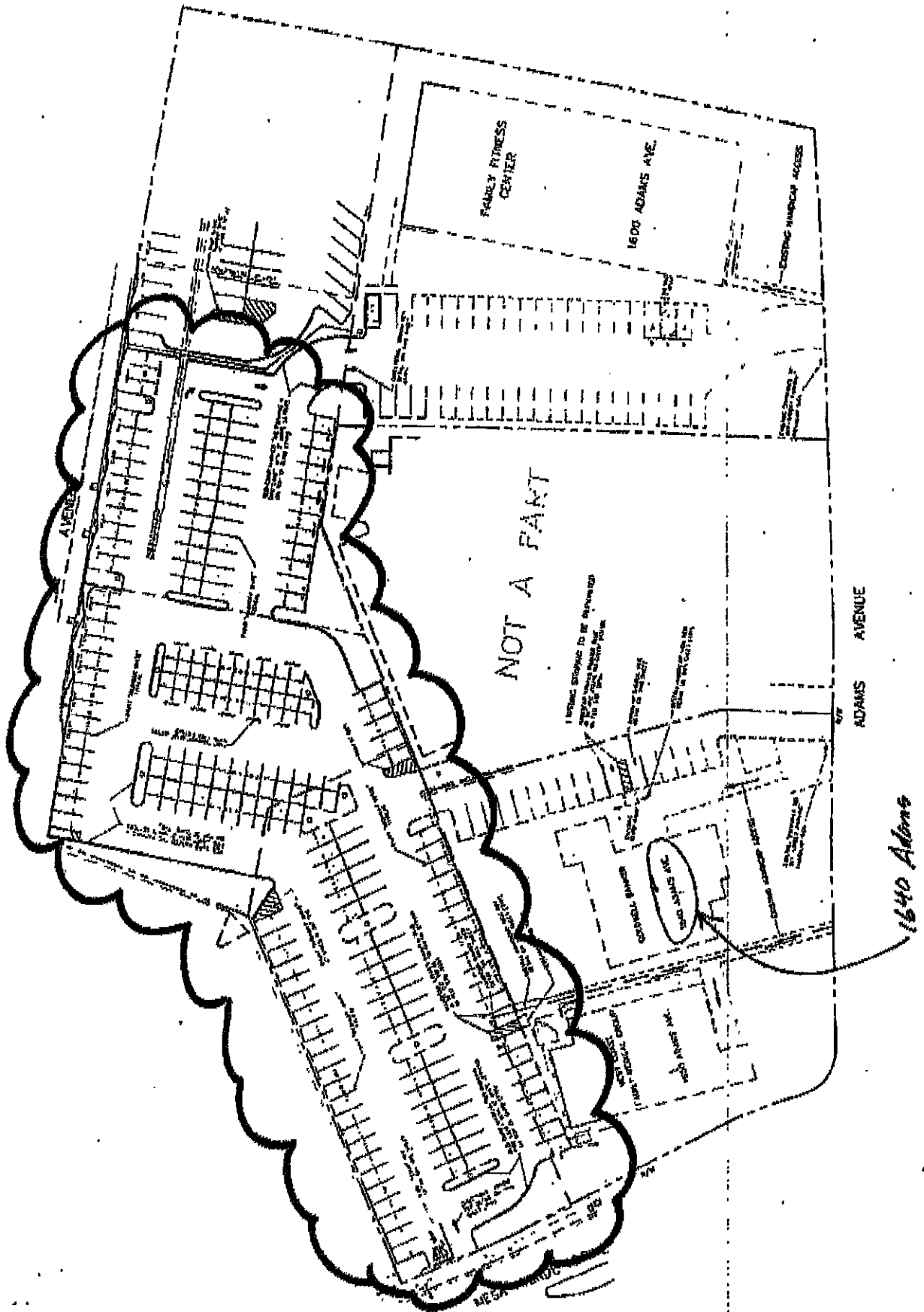
PARCEL NO. 2

BLK 10245 PLOT 212

That portion of the 2760.54 acre parcel of land allotted to Eduardo Fullareno in Decree of Partition of the Rancho Santiago De Santa Ana, recorded in Book 8 of Judgments of the 17th Judicial District Court of California in the City of Costa Mesa, County of Orange, State of California, described as follows:

Beginning at a point in the Northeastly boundary of that certain parcel of land described by Deed recorded November 9, 1961 in Book 5908, Pages 266 thru 272 inclusive of Official Records of said county, said point being in a line parallel with and distant Southeastly 119.00 feet, measured at right angles, from the Southeastly line of that certain parcel of land described in Deed recorded January 29, 1963 in Book 6412, Page 51 of said Official Records; thence along said parallel line North 56° 52' 49" East 112.64 feet; thence South 25° 14' 41" East 14.14 feet to a point in a line parallel with and distant Southeastly 124.00 feet, measured at right angles, from said Southeastly line; thence along said parallel line North 56° 52' 49" East 159.00 feet; thence North 33° 07' 11" West 90.00 feet; thence North 88° 45' 36" West 60.26 feet to said Southeastly line; thence along said Southeastly line South 56° 52' 49" West 223.00 feet to a point in said Northeastly boundary; thence along said Northeastly boundary South 35° 07' 11" East 71.95 feet; thence continuing along said Northeastly boundary South 37° 42' 30" East 98.18 feet to the point of beginning.

EXHIBIT 10



PLANNING DIVISION  
STAFF REPORT

SITE LOCATION 1600, 1640 and 1650 Adams Avenue APPLICATION NO. PA-85-102 AGENDA NO. 6h  
AP # \* See below MANDATORY ACTION DATE May 21, 1986  
APPLICANT C.J. Segerstrom & Sons AUTHORIZED AGENT Bennie Williams Associates  
(Owner of Record)  
ADDRESS 3315 Fairview Road ADDRESS 24661 Del Prado  
Costa Mesa, CA. 92626 Dana Point, CA. 92629

Applicant is reminded that all ordinances and regulations governing the use of the land or building(s) to which this application pertains must be complied with whether specified herein or not.

PREPARED BY KAC:alm

REQUEST:

Conditional Use Permits for reciprocal parking and excess compact spaces for three existing commercial buildings.

- \* 139-311-02
- 139-312-01 through 24
- 139-313-08, 09, 11, 12, 16, 18, 19, 21, 22, 24, 25, 27, 28, 29, 30, 31, 32
- 139-321-21, 23, 24,
- 139-352-38
- 139-361-15, 33, 34

FINAL COMMISSION ACTION: June 10, 1985

PLANNING ACTION PA-85-102 - Approved, based on Planning Staff analysis and findings, and subject to the conditions contained in the Planning Division Staff Report with the addition of Condition No. 13 to read:

13. A block wall shall be installed along the Elm Street frontage.

(5-0)

APPLICANT NOTIFIED be DATE 6/13/85

CITY OF COSTA MESA, 77 FAIR DRIVE, COSTA MESA, CA 92626

(714) 754-8245



I. PLANNING COMMISSION MEETING OF MAY 28, 1985

Applicant requested a 2-week continuance in order to research existing parking agreements pertaining to the sites.

II. PLANNING COMMISSION ACTION - MEETING OF MAY 28, 1985

Continued to the meeting of June 10, 1985.

MEETING OF JUNE 10, 1985

III. DESCRIPTION

A. Subject Property

1. Location - 1600, 1640, 1650 Adams Avenue
2. General Plan Designation - Commercial Center
3. Zone - C1
4. Present development - Family Fitness Center, former Brentwood Savings and Loan, former Wells Fargo Bank
5. CEQA - Exempt; Class 1, Existing Facilities

B. Surrounding Property

1. North - R1 (across Elm Avenue), Single-family residences
2. South - C1S (across Adams Avenue), Gas station and vacant lot
3. East - C1, Post Office
4. West - C1 (across Mesa Verde Drive), Commercial Uses

C. Request

Conditional Use Permits for reciprocal parking and excess compact spaces for three existing commercial buildings.

D. Background

Zone Exception Permit ZE-80-66, a Parking Variance and a Conditional Use Permit for off-site parking for an athletic club, was approved in May, 1980.

Under the permit, the club was required to provide 104 spaces during the day between 9 a.m. and 5 p.m. with 47 on-site and 57 off-site spaces. During the peak hours between 5 p.m. and 9 a.m., 148 spaces are required (47 on-site and 101 off-site).

The off-site parking area is behind the adjacent property where the Girl Scout headquarters and former bank buildings are located.

**IV. PROJECT DESCRIPTION**

The applicant proposes to consolidate the use of parking lots adjacent to three buildings. Reciprocal parking agreements require prior approval of a Conditional Use Permit. The parking layout is such that a Conditional Use Permit for excess compacts is no longer necessary.

**V. PLANNING STAFF ANALYSIS**

- A. Four commercial buildings, under one ownership but located on separate parcels, are located at the corner of Mesa Verde Drive and Adams Avenue.
1. 1650 Adams Avenue - the former Wells Fargo Bank building will be used for medical offices with a parking ratio of 6 spaces per 1000 sq.ft. of gross floor area.
  2. 1640 Adams Avenue - the former Brentwood Savings and Loan building will be occupied by the Fashion Academy which will hold classes at certain times. The parking requirements are 4/1000 for the office area and 10/1000 for the classrooms.
  3. 1620 Adams Avenue - the Girl Scout headquarters and adjacent parking lots are not included in this application due to an existing lease agreement.
  4. 1600 Adams Avenue - the Family Fitness Center, although already operating under a previous Conditional Use Permit, has been included in this application due to proposals for access to the off-site parking area previously mentioned.
- B. All lots are connected to each other except for the one nearest the athletic club. The applicant is in the process of negotiating an agree-

ment agreement with the Post Office to provide a driveway from the club through the Post Office lot to the westerly lot. The drive should be designed and fencing installed so that club patrons will not park in the Post Office lot.

C. Hours of Operation

1. Medical Building - Proposed business hours are 9 a.m. to 6 p.m.
2. Fashion Academy - The office would be open from 9 a.m. to 7 p.m. with a portion of the area used as classrooms from 9 a.m. to 11 a.m. In the evenings, from 7 p.m. to 9 p.m., only the classrooms would be used.
3. Family Fitness Center - Hours are 6 a.m. to 11 p.m. during the week and 8 a.m. to 8 p.m. on weekends.

D. Parking

1. The daytime and evening parking requirements for the three businesses are provided in the chart below. Some overlap into the evening hours is evident for the medical and Fashion Academy office uses. A worse case situation may arise whereby there would be insufficient parking between 5 p.m. and 7 p.m. Staggered work hours for the employees of these two businesses would eliminate this problem. A condition has been included addressing this issue.

<u>Use</u>	<u>Size and Parking Ratio</u>	<u>Daytime Requirement 9 a.m. - 5 p.m.</u>	<u>Evening Requirement 5 p.m. - 9 a.m.</u>
Medical	10,320 sq.ft. @ 6/1000	62	none except for 1 hour overlap between 5-6 pm
Fashion Academy	a) 4,437 sq.ft. office space @ 4/1000	18	none except for 2 hour overlap between 5-7 pm
	b) 720 sq.ft. of classrooms @ 10/1000	7	7
Athletic Club	Per ZE-80-66	<u>104</u>	<u>148</u>
	TOTAL	191	155

2. The applicant proposes to provide 195 spaces by restriping the lots. Currently, 171 spaces exist. The type of stalls required and provided are as follows.

	<u>Standard</u>	<u>Compact</u>	<u>Handicap</u>	<u>Total</u>
Required	142	44	5	191
Provided	154	36	5	195

*209 per plan approved  
6-10-85*

- E. The reciprocal parking plan would not only add 24 spaces but it would also greatly clarify the existing confusion between the three buildings. The proposal for connecting the athletic club lot to the west lot will keep patrons off the Girl Scout and Post Office properties.

VI. PLANNING STAFF FINDINGS

The evidence presented substantially satisfies Costa Mesa Municipal Code Section 13-347 as the reciprocal parking plan and the revised parking layout will improve overall circulation and provide adequate spaces for the three businesses, and as the request will not be materially detrimental to the subject or surrounding properties.

VII. PLANNING STAFF RECOMMENDATION

Approve, subject to conditions.

VIII. CONDITIONS, IF APPROVED

Shall meet all of the requirements of the various City Departments, copy attached hereto.

CONDITIONS OF APPROVAL

- Plng. 1. Classroom area for the Fashion Academy shall be no more than 720 sq.ft.  
2. All conditions of ZE-80-66 still apply to the athletic club.  
3. Prior to issuance of either building permits for interior alterations or business licenses for the Fashion Academy or medical office, the applicant shall show proof of recordation of the following documents:  
a. A Reciprocal Parking Agreement  
b. An easement providing athletic club patrons direct access from the on-site parking lot to the off-site parking area to the west. If the easement cannot be obtained, the existing access drive between the athletic club and the Post Office shall be closed and fencing installed across the club's rear property line.  
4. Directional signs shall be located in both the lot next to the athletic club and the lot east of the Fashion Academy directing patrons to the off-site parking area.  
5. If parking conflicts develop, the applicant shall resolve the problem. If a solution acceptable to the Planning Division cannot be reached, the permit shall be referred to the Planning Commission for review.  
6. Approval of the Planning Action is valid for one (1) year and will expire at the end of that period unless building permits are obtained or the applicant applies for and is granted an extension of time.  
7. Final site plan shall show all typical stall and aisle width dimensions.

APPLICANT IS REMINDED THAT THE FOLLOWING CONDITIONS ARE REQUIREMENTS OF FEDERAL, STATE, AND LOCAL LAWS AND CANNOT BE WAIVED OR MODIFIED:

8. Parking stalls shall be double-striped in accordance with City standards.  
9. A detailed landscape/irrigation plan per the requirements set forth in Costa Mesa Municipal Code Sections 13-263 through 13-266, inclusive, shall be approved by the Planning Division prior to issuance of any building permits. Drought resistant vegetation together with a water conserving irrigation system shall be utilized. Landscaping shall be installed in accordance with the approved plan prior to release of utilities.  
10. All landscaped areas shall be separated from paved vehicular areas by 6" high continuous Portland cement concrete curbing.  
11. Permits shall be obtained for all signs according to the provisions of the Costa Mesa Sign Ordinance.  
Fire 12. Provide address numerals which conform to fire Department standards with respect to size (12") and location.



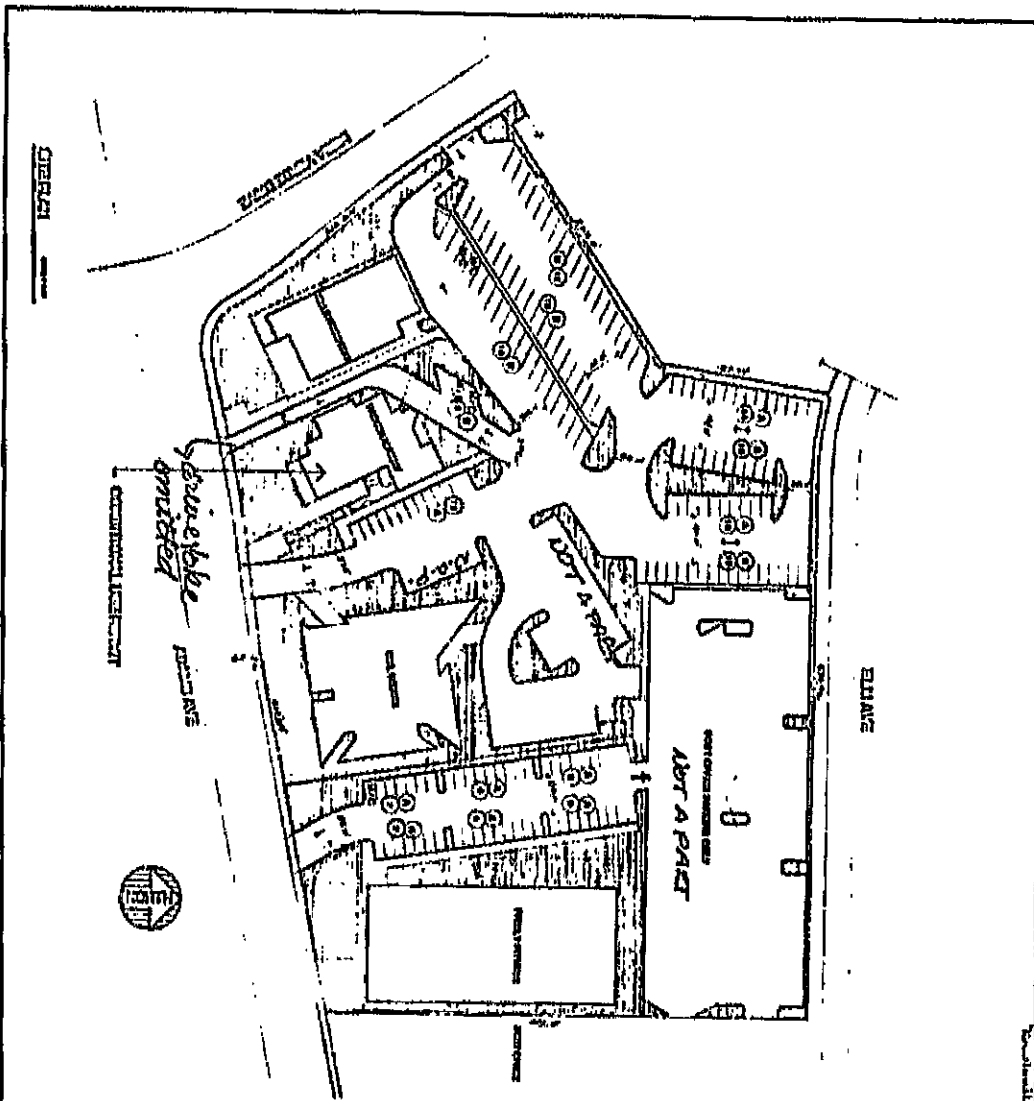
Segerstrom/Williams Assoc.  
PA-85-102

PLANNING COMMISSION ACTION - June 10, 1985

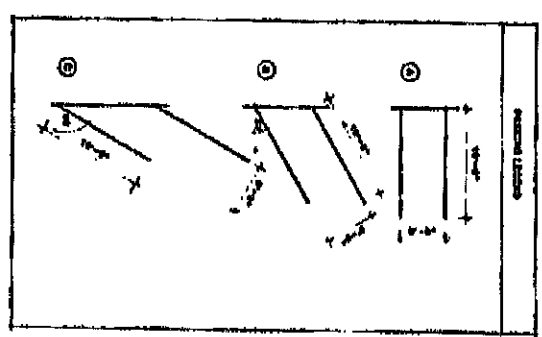
Addition of Condition No. 13.

13. A block wall shall be installed along the Elm Street frontage.

EXISTING PARKING 5-85



NO.	DESCRIPTION	AREA	PERCENT	REMARKS
1	EXISTING PARKING	10,000	100%	
2	EXISTING DRIVEWAY	1,000	100%	
3	EXISTING SIDEWALK	500	100%	
4	EXISTING CURB	200	100%	
5	EXISTING LIGHT FIXTURES	10	100%	
6	EXISTING SIGNAGE	5	100%	
7	EXISTING UTILITY	10	100%	
8	EXISTING LANDSCAPE	10	100%	
9	EXISTING FENCE	10	100%	
10	EXISTING DRIVEWAY	1,000	100%	



**Bennie Williams**  
 SPACE PLANNING & COMMERCIAL INTERIOR DESIGN  
 11001 670 PULASKI AVENUE, SUITE 300 BIRMINGHAM, AL 35202  
 (205) 988-1111

**CONVENTIONAL LICENSE**  
 BUSINESS ADDRESS: 1440 GREEN AVE  
 GUNNERS, W.A. GUNNATHAM & SONS  
 TRUSTY, PRISON ACCOUNT

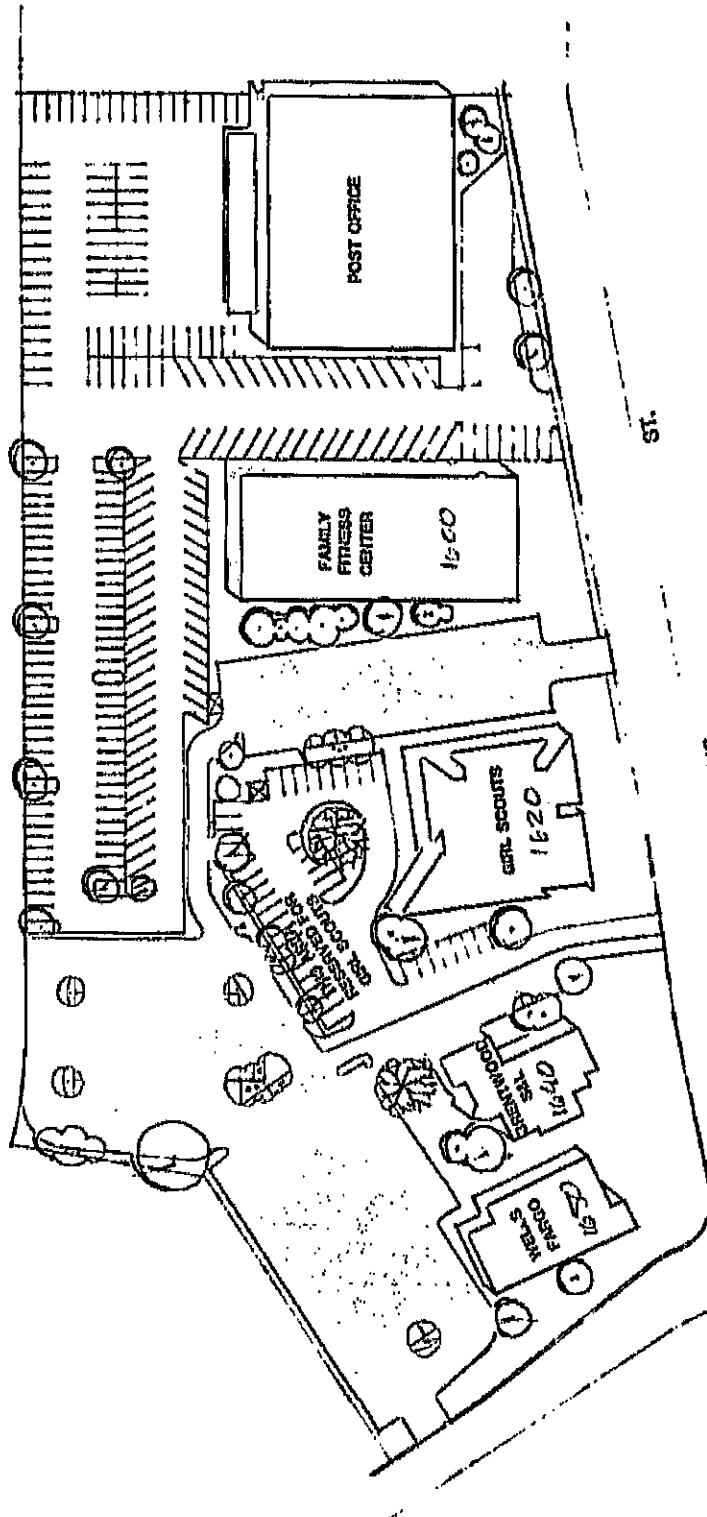
1 OF 4

existing

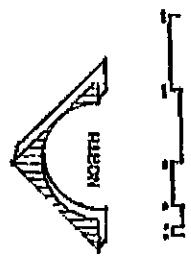
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STANDARD: 161  
COMPACT: 86 255  
TOTAL: 187

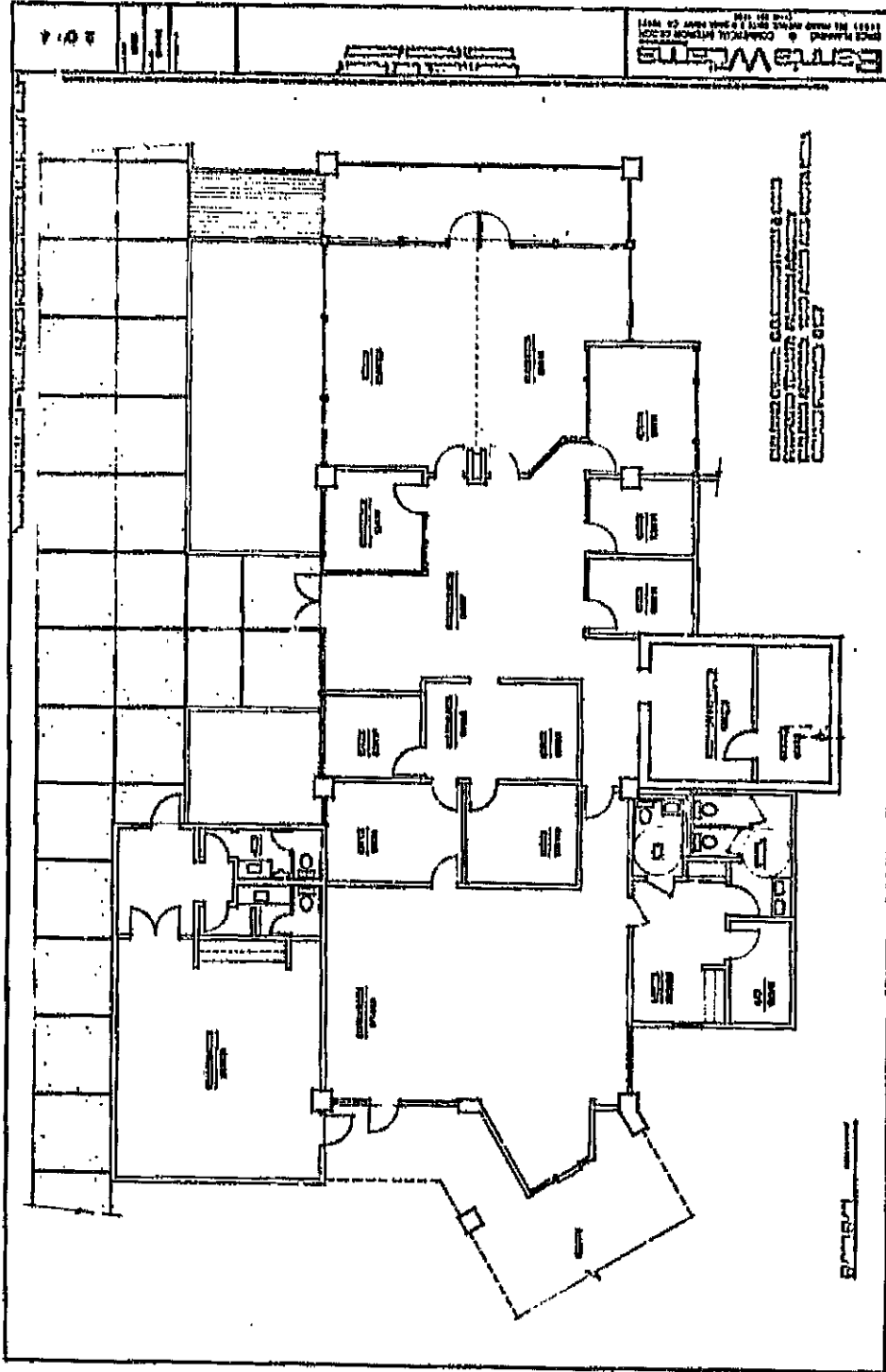
ALL SHADED AREA NON-EXCLUSIVE



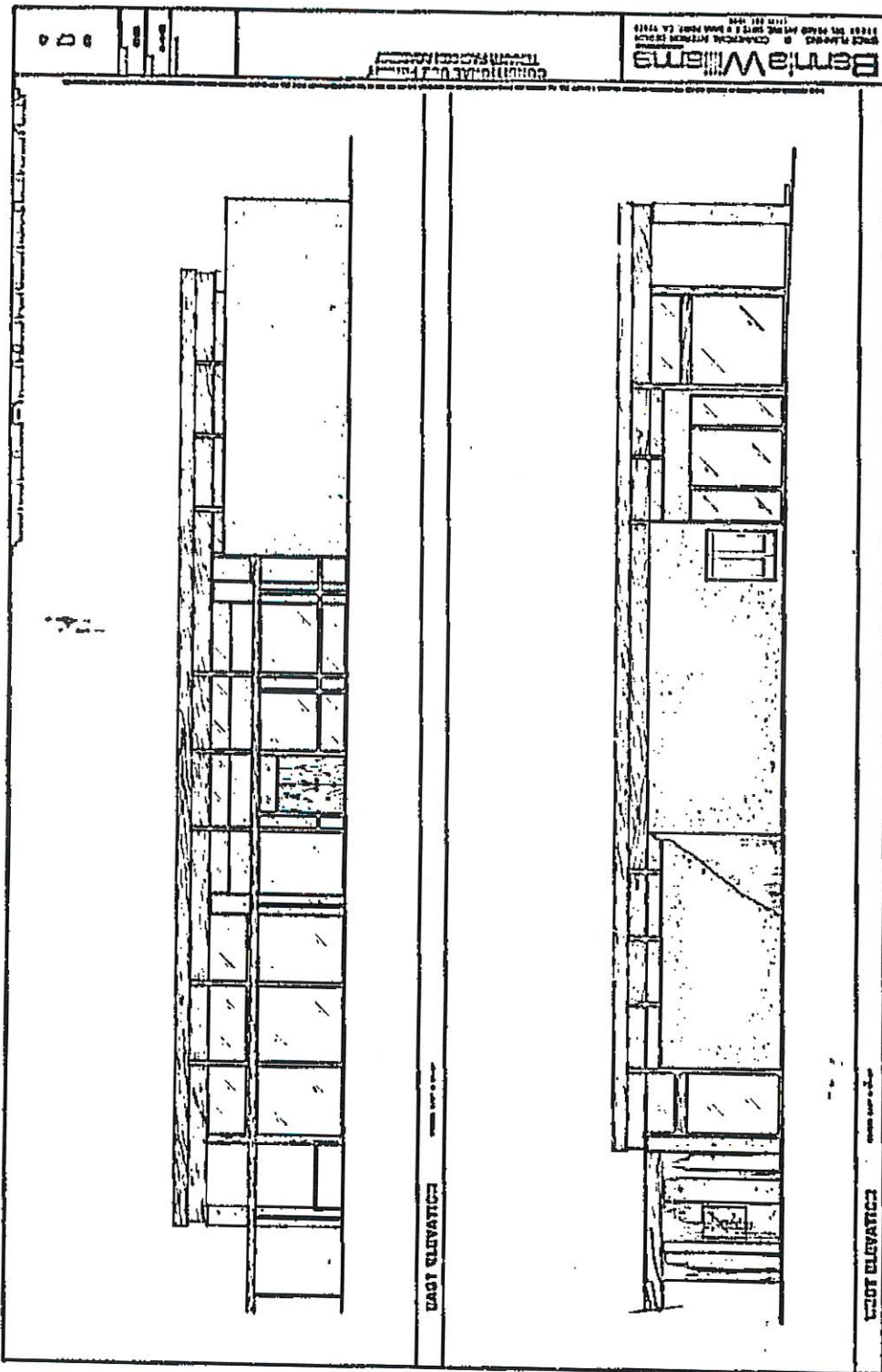
ADAMS



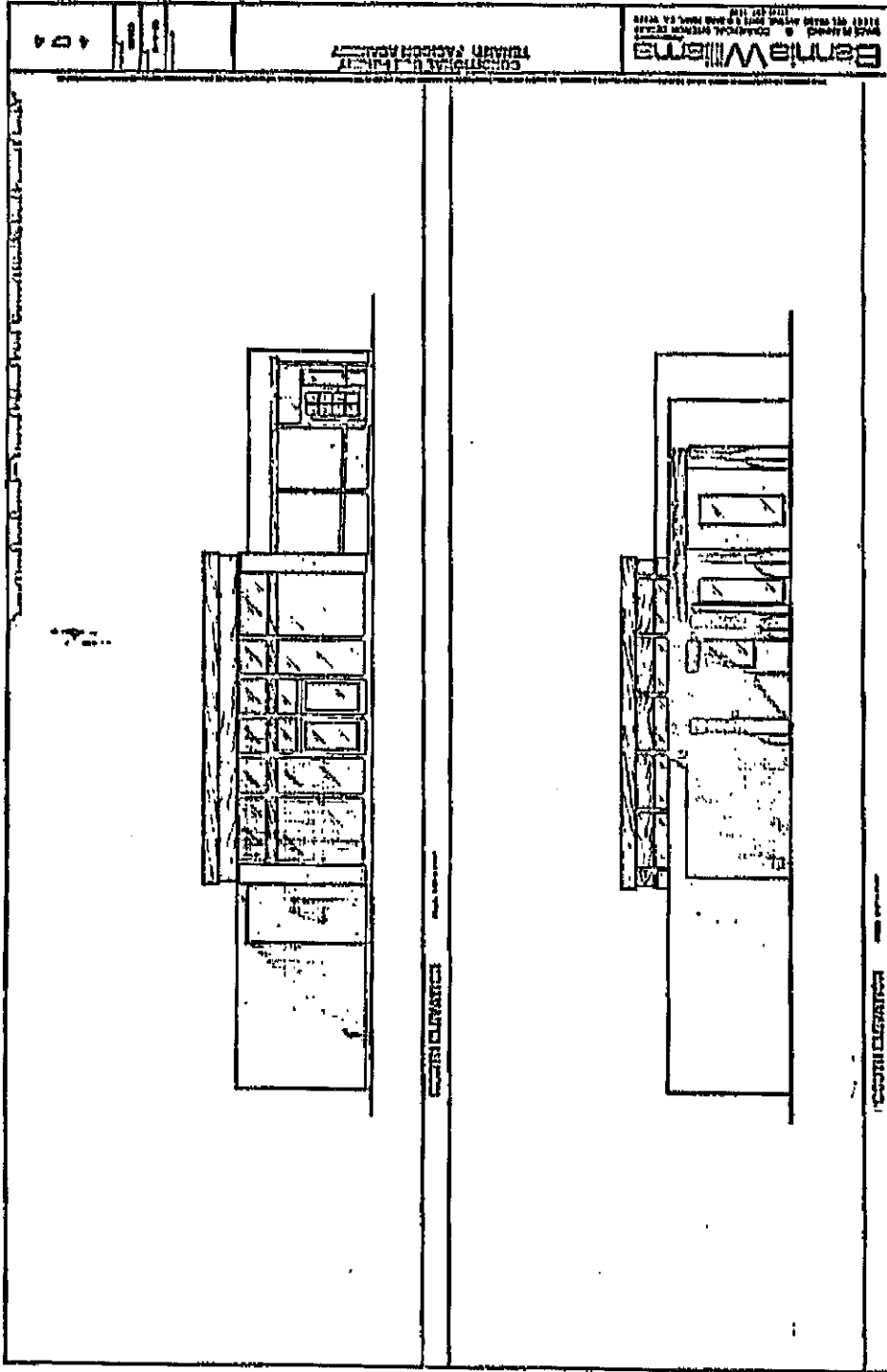
proposed



PA-85-102 1640 Adams Avenue  
 -Seegerstrom & Sons/Williams Assoc.-



PA-85-102      1640 Adams Avenue  
- Segerstrom & Sons/Williams Assoc. -



A-85-102 1640 Adams Avenue  
 -Seferstrom & Sons, Williams Assoc.-

**U. J. SEGERSTROM & SONS\***

8818 Fairview Road • Costa Mesa, California 92626  
Telephone 546-0110

August 12, 1985

Kristen Caspers  
Assistant Planner  
Development Services Department  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Re: Adams Street/Mesa Verde Drive Parking


Dear Kristen:

Enclosed please find one 20:1 scale plan of proposed parking lot improvements, one 1/8:1 scale plan of proposed concrete block wall for north portion of parking lot, one copy of Reciprocal Parking Agreement between "Segerstrom" and "other users" of the parking lot, and one copy of correspondence with and memorandum about United States postal service.

All of the above is submitted with the hope that the City will allow construction of tenant improvements at the California Federal Building to proceed while our parking lot improvements are under construction.

We propose to start construction of the wall on Monday, August 12, 1985 and the parking lot itself on August 19, 1985.

Very truly yours,

  
Malcolm Ross  
Director of Development

MR:ck

Enclosures

cc: Doug Clark  
Sam Keyes  
Bennie Williams  
Ted Segerstrom

MEMORANDUM

TO: ✓MALCOLM  
BOB  
MIKE

FROM: SAM

DATE: AUGUST 7, 1985

SUBJ: COSTA MESA MAIN POST OFFICE

As reported to Malcolm last Monday, I was finally able to make recognizable progress with regard to my April 23, 1985 letter to Lloyd Robinson and the Los Angeles postal field office. (Copy attached.)

Lloyd gave me the names of two individuals, Tom Casey and Don Reggi, that I should telephone and discuss extracting a driveway from a portion of the subject Post Office parking lot. I telephoned and spoke with Dennis Deitz, who told me that Casey and Reggi were at a special meeting out of the office to discuss our request for a driveway through the subject property.

Yesterday, I telephoned Tom Casey and he told me the following. They look favorably at honoring our request but, as always, it is someone else that will make the final decision. At least Tom, Don, Dennis and Lloyd all appear to be in favor for whatever it is worth.

Additionally, Tom Casey told me that someone, but he did not recall who, would be telephoning me on the week of August 19 to arrange a meeting with all affected parties with regard to the necessity of the driveway.

The purpose of this memorandum is to alert your department to decide on a representative to attend said meeting with me.

  
Sam

/ct



*Sam*

**C. J. SEGERSTROM & JONS**

3815 Fairview Road • Costa Mesa, California 92626  
Telephone 848-0110

April 23, 1985

Mr. Lloyd Robinson --  
Real Estate Support  
Los Angeles Field Office  
Real Estate and Buildings Dept.  
U. S. Postal Service  
Western Region  
Inglewood, CA 90311-9202

RE: COSTA MESA MAIN OFFICE  
1590 Adams  
Costa Mesa, California 92626

Dear Mr. Robinson:

Pursuant to our telephone conversation regarding the subject property, enclosed please find two parking plot plans. One is titled, "Existing", and the other one, "Proposed". The darkened areas are the community reciprocal parking areas.

The Family Fitness Center property was not developed until five years after the Postal Service 1974 Amendment adding your additional parking area outlined in red. We inadvertently, at that time, did not retain a driveway connecting the two reciprocal parking areas.

The Girl Scout property is held in fee.

This oversight has, for several years now, created a horrendous parking situation that in all good judgement should be corrected.

We are, therefore, with this letter, requesting that the Postal Service amend its lease granting the Landlord a driveway easement with curbs over the Southwest corner of the Postal parking lot as located on the Proposed plot plan. Also shown on the Proposed plot plan that after you resurface the parking lot, the same number of parking spaces may be obtained.

C. J. SEGERSTROM & SONS

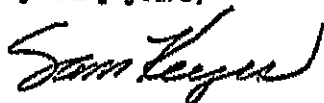
Mr. Lloyd Robinson  
April 23, 1985

Page 2 of 2

The Postal Service by granting this easement will be of great service to our small community in which the Postal Service is an integral part.

We thank you in advance for your favorable reply.

Very truly yours,



Sam Keyes  
Director of Real Estate

SK/ct

Enc.

*CUP for new building (see ...)*

*6/11/83*

**PARKING REQUIREMENTS  
FOR WELLS FARGO, BRENTWOOD SAVINGS  
AND  
FAMILY FITNESS CENTER**

(Existing Total Parking - 166)

*check  
size*

**FORMER WELLS FARGO (PROPOSED MEDICAL BLDG.):** Req. 6/1,000  
at 10,000 S.F.

*10,320*  
Business Hours: 9 a.m. - 6 p.m.  
Total No. of Stalls Req.: 60  
Standard : 49  
25% Compact : 11

*5.8. ...  
with 12*

*2.47 ...  
1480 ...  
7100 ...  
5(100) ...*

**FAMILY FITNESS CENTER:** Req. 151 *per Variance*

Peak Load Hours: 6 a.m. - 9 a.m.  
5 p.m. - 8 p.m.  
Total No. of Stalls : 151  
Standard : 117  
25% Compact : 34

**50% Reduction in Parking Requirements:**  
Non-Peak Load Hours of 9 a.m. - 5 p.m.  
Total No. of Stalls : 76  
Standard : 60  
25% Compact : 16

**PROPOSED FORMER BRENTWOOD SAVINGS BUILDING  
(FASHION ACADEMY):** Class Room Area - 720 S.F., Staff Area - 4,437 S.F.

Operating Hours:  
9 a.m. - 11 a.m. Class Room Requirements:  
7 Stalls : 720 S.F. 10/1,000  
9 a.m. - 11 a.m. Staff Area Requirements:  
17 Stalls : 4,437 S.F. 4/1,000  
9 a.m. - 11 a.m. Total Stalls Requirements: 25  
11 a.m. - 7 p.m. Staff Area Only: Requirements:  
17 Stalls 4,437 S.F. 4/1,000  
7 p.m. - 9 p.m. Class Room Only: Requirements -  
7 Stalls 720 S.F. 10/1,000

**TOTALS:**

**MAXIMUM PARKING  
REQUIRED DURING  
PEAK HOURS**

**161 STALLS**

Family Members Initial Reciprocal Parking Agreement  
agreement between Father Family Members  
Absence top pt for inclusion of P. Bank (Brentwood)

Recording Requested by  
G. J. SEGERSTROM & SONS  
When Recorded Please Mail To:  
G. J. Segerstrom & Sons  
P.O. Box 1486  
Costa Mesa, Calif. 92626

26385

EX. 10245 REC. 204

*S/L*

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
#4 Min. 3 P.M. JUL 27 1972  
J. WYLIE EARLY, County Recorder

RECIPROCAL PARKING AGREEMENT

This Agreement made this 26th day of July,  
1972, by and between HAROLD T. SEGERSTROM, VERONICA P.  
SEGERSTROM, NELLIE RUTH SEGERSTROM, HENRY T. SEGERSTROM, YVONNE  
deC. SEGERSTROM, HAROLD T. SEGERSTROM, JR., and JEANETTE E.  
SEGERSTROM, (hereinafter collectively referred to as "Segerstrom"),  
FIRST NATIONAL BANK OF ORANGE COUNTY ("Bank"), GIRL SCOUT  
COUNCIL OF ORANGE COUNTY ("Girl Scouts"), and BRENTWOOD SAVINGS  
AND LOAN ASSOCIATION ("Brentwood").

RECITALS

A. Segerstrom is or was the owner of all of the  
real property outlined with a solid line on Exhibit "A"  
attached hereto and incorporated herein by this reference (the  
"Development").

B. Segerstrom heretofore has deeded to Girl Scouts  
the portion of said real property outlined in dash on  
Exhibit "A," has leased to Bank the portion of said real  
property outlined in circles on Exhibit "A," and has leased  
to Brentwood the portion of said real property outlined with  
squares on Exhibit "A." Segerstrom contemplates developing  
the balance of said real property with commercial or similar  
buildings and with parking areas serving such buildings as  
constructed, but without thereby committing itself to do so  
except as herein specifically provided.

C. Segerstrom, Bank, Girl Scouts and Brentwood  
each desire to establish reciprocal nonexclusive parking  
rights in portions of said real property, for the mutual

benefit of each of them, and of the contemplated future owners and lessees of premises within said real property, all as more specifically hereinafter set forth.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and the mutual benefits to be derived by each of the parties therefrom, it is hereby agreed among the parties as follows:

1. Those portions of said real property designated by shading on Exhibit "A," and more fully described on Exhibit "B," shall from and after the effective date hereof be deemed "common parking areas." Each of the parties, their successors in interest, and their respective employees and invitees shall be entitled to use the common parking areas from and after the effective date in common with all other persons Segerstrom from time to time authorizes to use such areas, subject to such reasonable rules and regulations relating to such use as Segerstrom may from time to time establish, including validation requirements.

2. Segerstrom shall improve at its expense those portions of the common parking areas not already improved with parking at the date hereof. From and after the effective date Segerstrom shall operate, manage, equip, police, light, repair and maintain the common parking areas in such manner as it may in its sole discretion determine to be appropriate. Segerstrom may temporarily close all or portions of the common parking area for repairs or alterations, to

prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Segerstrom. Segerstrom may make changes at any time and from time to time in the size, shape, location, number and extent of the common parking areas or any of them and may provide within the Development parking in substitution for that initially provided hereunder which may be surface, multi-deck or underground in nature, provided that Segerstrom may not so long as this Agreement remains in effect reduce the number of parking spaces within the common parking areas below the greater of (a) the number of spaces required by the City of Costa Mesa to serve the Development as it from time to time exists or (b) 100 spaces.

3. Segerstrom shall at all times during the term of this Agreement have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways within the common parking areas, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the rules and regulations for the use of such areas established by Segerstrom from time to time. The rights of each of the parties in and to the common parking areas shall at all times be nonexclusive and subject to the rights of other parties from time to time authorized to use the common parking areas on a nonexclusive basis (all parties so authorized to use the common parking areas being hereinafter referred to as "Users").

4. Each User shall pay to Segerstrom in the manner and at the time provided below, such party's proportionate share, as defined below, of all costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening, landscaping, cost of public liability, property damage, vandalism and malicious mischief, and other insurance, real estate taxes and assessments, repairs, painting, lighting, cleaning, trash removal, depreciation of equipment and common parking area improvements, fire protection, and similar items, and an amount (not to exceed fifteen percent (15%) of all other maintenance costs and expenses) equal to Segerstrom's expenses in supervising such maintenance. Each User's proportionate share of such common parking area costs shall be that proportion thereof which the gross floor area of each User's premises bears to the gross floor area of the premises in the Development from time to time occupied by Users. Prior to the commencement of each calendar year, Segerstrom shall give each User a written estimate of its share of such common area costs for the ensuing year. Each User shall pay such estimated amount to Segerstrom in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, Segerstrom shall furnish to each User a statement showing in reasonable detail the costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas during such year, and the parties shall promptly make any payment or allowance

necessary to adjust each User's estimated payment to such User's actual proportionate share of common parking area costs as shown by such annual statement.

5. The customers, invitees and employees of each of the parties will have the right of access, ingress and egress over and upon all driveways connecting the common parking areas to public streets, whether such driveways, as the same may exist from time to time, are located upon the common areas or upon portions of the property of the parties not constituting common areas.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, lessees and sublessees.

EXECUTED this 26th day of July, 1972.

FIRST NATIONAL BANK OF ORANGE COUNTY

GIRL SCOUT COUNCIL OF ORANGE COUNTY

By *C. Schroeder*

By *Calvin Schmidt*

By *John A. White*

By \_\_\_\_\_

BRENTWOOD SAVINGS AND LOAN ASSOCIATION

*Harold T. Segerstrom*  
Harold T. Segerstrom

By *Bill H. Johnson*

*Veronica P. Segerstrom*  
Veronica P. Segerstrom

By *David K. Golding*

*Nellie Ruth Segerstrom*  
Nellie Ruth Segerstrom

*Henry T. Segerstrom*  
Henry T. Segerstrom

*Yvonne de C. Segerstrom*  
Yvonne de C. Segerstrom

*Harold T. Segerstrom, Jr.*  
Harold T. Segerstrom, Jr.

*Jeanette E. Segerstrom*  
Jeanette E. Segerstrom



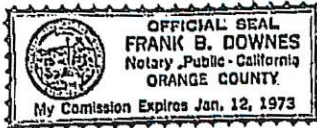
STATE OF CALIFORNIA

COUNTY OF Orange } ss.

EX. 10245 PAGE 209

On July 19 19 72  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
CALVIN P. SCHMIDT

President  
of the Girl Scout Council of Orange County  
the Corporation that executed the within instrument, known to me to be the person who  
executed the within instrument, on behalf of the Corporation, therein named, and acknowledged  
to me that such Corporation executed the same.



WITNESS my hand and official seal.

*Frank B. Downes*  
Notary Public in and for said State.

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

On July 21, 1972

before me, the undersigned, a Notary Public in and for  
said State, personally appeared C. E. Schroeder

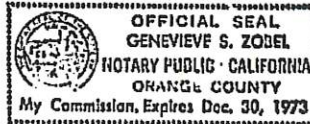
known to me to be the President, and John A. White  
known to me to be the Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within  
instrument on behalf of the corporation therein named, and ac-  
knowledged to me that such corporation executed the within  
instrument pursuant to its by-laws or a resolution of its board of  
directors.

WITNESS my hand and official seal.

Signature Genevieve S. Zobel

Name (Typed or Printed)



Form 2025 - (Corporation) First Appearance This Company

TO 449 c  
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On 10 July 1972

before me, the undersigned, a Notary Public in and for said  
State, personally appeared David C. Grims

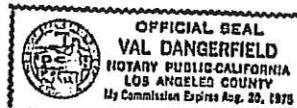
known to me to be the President, and David K. Golding

known to me to be the Secretary of the corporation that executed the within instrument,  
known to me to be the persons who executed the within  
instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the within  
instrument pursuant to its by-laws or a resolution of its board  
of directors.

WITNESS my hand and official seal.

Signature Val Dangerfield

Name (Typed or Printed)



12001 San Vicente Blvd., Los Angeles, CA 90049

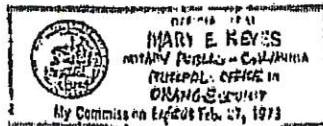
(This area for official notarial seal)

STATE OF CALIFORNIA } ss  
COUNTY OF ORANGE

On June 22, 1972 before me, the undersigned, a Notary Public in and for said  
State personally appeared Harold T. Segerstrom, Veronica P. Segerstrom,  
Hollie Ruth Segerstrom, Henry T. Segerstrom, Yvonne de G. Segerstrom,  
Harold T. Segerstrom, Jr. and Jeanette E. Segerstrom, known to me to be the  
persons whose names are subscribed to the within instrument and acknowledged  
that they executed the same.

WITNESS my hand and official seal.

Mary E. Hayes  
Mary E. Hayes, Notary Public



3315 Fairview Rd., Los Angeles, Ca., 90020

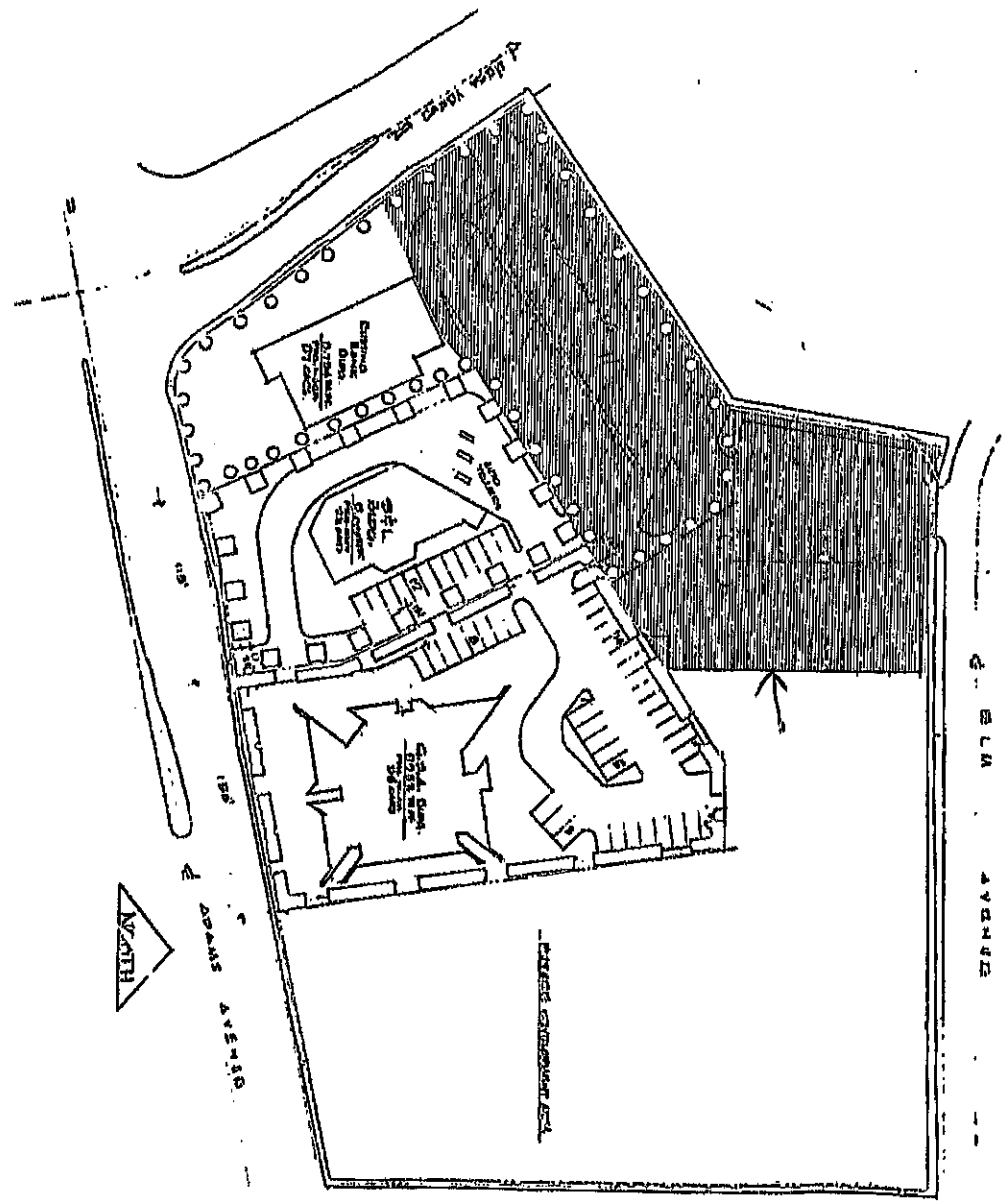


EXHIBIT A

COMMON PARKING AREAS

EXHIBIT 10245 PAGE 211

PARCEL NO. 1

That portion of Lot 51 in the City of Costa Mesa, County of Orange, State of California as shown on the map of the Fairview Tract recorded in Book 25 Page 76 of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, described as follows:

COMMENCING at a point in the Northerly line of Adams Avenue as described in the deed to the City of Costa Mesa recorded November 9, 1961 in Book 5908 Page 266 of Official Records, records of said Orange County, said point being distant along said Northerly line North 81°20'10" East 73.11 feet from the Westerly terminus of that certain course described in said deed as having a bearing and length of "North 81°20'10" East 116.11 feet"; said point being the Southwest corner of the land described in the Deed recorded February 7, 1972 in Book 9993 Page 183 of Official Records of said County; thence along the Westerly line of said deed the following courses; North 08°39'50" West 63.00 feet and North 25°30'00" West 176.64 feet to the Southeasterly line of the land described in the memorandum of lease recorded May 7, 1964 in Book 7036 Page 426 of Official Records, records of said Orange County, said point being also the most Westerly corner of the land described in said deed Recorded in Book 9993 Page 183; thence North 56°52'49" East along the Northwesterly line of said last mentioned deed 28.39 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northwesterly line of said deed recorded in Book 9993 Page 183 North 56°52'49" East 65.00 feet; thence North 00°04'00" East 164.13 feet to the South line of Elm Avenue as shown on a map of Tract No. 3487 as per map recorded in Book 122 Pages 6 to 16 inclusive of Miscellaneous Maps, records of said County; thence North 89°54'01" West 92.83 feet to the beginning of a tangent curve concave Northerly having a radius of 160.00 feet; thence Westerly along said curve through a central angle of 17°49'46" an arc distance of 49.79 feet; thence South 09°38'41" West 132.77 feet to the most Northerly corner of Parcel 2 of the hereinbefore mentioned lease; thence along the Northerly and Easterly lines of said lease the following bearings and distances: South 88°45'36" East 60.26 feet and South 33°07'11" East 90.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

PARCEL NO. 2

That portion of the 2760.54 acre parcel of land allotted to Edwardo Pollarero in Decree of Partition of the Rancho Santiago De Santa Ana, recorded in Book B of Judgments of the 17th Judicial District Court of California in the City of Costa Mesa, County of Orange, State of California, described as follows:

Beginning at a point in the Northeasterly boundary of that certain parcel of land described by Deed recorded November 9, 1961 in Book 5908, Pages 266 thru 272 inclusive of Official Records of said county, said point being in a line parallel with and distant Southeasterly 110.00 feet, measured at right angles, from the Southeasterly line of that certain parcel of land described in Deed recorded January 29, 1963 in Book 6412, Page 51 of said Official Records; thence along said parallel line North 56° 52' 49" East 112.64 feet; thence South 25° 14' 41" East 14.14 feet to a point in a line parallel with and distant Southeasterly 124.00 feet, measured at right angles, from said Southeasterly line; thence along said parallel line North 56° 52' 49" East 159.00 feet; thence North 33° 07' 11" West 90.00 feet; thence North 88° 45' 36" West 60.26 feet to said Southeasterly line; thence along said Southeasterly line South 56° 52' 49" West 223.00 feet to a point in said Northeasterly boundary; thence along said Northeasterly boundary South 33° 07' 11" East 71.95 feet; thence continuing along said Northeasterly boundary South 37° 42' 30" East 38.18 feet to the point of beginning.

EXHIBIT "B"

Chicago Title

When recorded mail to:  
City of Costa Mesa  
Planning Division  
Post Office Box 1200  
Costa Mesa CA 92628-1200

This Document was electronically recorded by  
Chicago Title Commercial

Recorded in Official Records, County of Orange  
Tom Daly, Clerk-Recorder



20.00

2003001131845 10:21am 09/16/03

102 122 N03 8

0.00 0.00 0.00 0.00 14.00 0.00 0.00 0.00

3381070-1413-1041

**NOTICE AND DECLARATION  
OF  
LAND USE RESTRICTION**

OWNER: C.J. Segerstrom & Sons, a California General Partnership

SUBJECT PROPERTY: Parcel 1: 1650 Adams Avenue, and  
Parcel 2: 2800 Mesa Verde Drive East,  
Costa Mesa, CA 92626

LEGAL DESCRIPTION: See Attached Exhibit 'A'

CITY FILE NUMBER: \* Parcel Map PM-2003-160/Variance PA-03-18

*\* recorded in Book 333 pages 20-22 of parcel maps.*

OWNER declares and says, under penalty of perjury, as follows:

1. OWNER is the true owner record of that certain real property described herein and referred to as SUBJECT PROPERTY.
2. The SUBJECT PROPERTY is benefited and burdened by that certain Reciprocal Parking Agreement dated July 26, 1972, and recorded in the Official Records of Orange County, California, on July 27, 1972, in Book 10245, Pages 204 through 212, inclusive (the "REA"), as more particularly described therein. The REA also benefits and burdens certain other real property adjacent to the SUBJECT PROPERTY as more particularly described therein (the "Adjacent Property").
3. OWNER has applied for and requested of the City of Costa Mesa, a Municipal corporation, on SUBJECT PROPERTY within said City in a C1 zone (Local Business District), a parcel map to legalize the subdivision of the two parcels comprising the SUBJECT PROPERTY, with a variance from minimum lot width requirements for Parcel 2.
4. The City approved said parcel map and variance but as one of the conditions required recordation of a Land Use Restriction to inform property owners that the SUBJECT PROPERTY shall be tied together for purposes of calculating allowable building area on Parcel 1, and to provide required parking on Parcel 2 for customers, guests, and

- employees of the building at Parcel 1. Such parking on Parcel 2 for the benefit of Parcel 1 and the adjacent Property is subject to the terms of the REA.
5. OWNER therefore covenants, agrees, and declares that SUBJECT PROPERTY shall not be used contrary to the above condition, and OWNER shall not permit, allow, or condone others to so use said SUBJECT PROPERTY contrary to the above condition, including by its tenants, heirs, assigns, or successors in interest.
  6. OWNER hereby acknowledges that City officials may request to enter the SUBJECT PROPERTY from time to time for the purposes of determining compliance with the conditions and restrictions contained herein. Such inspections shall be conducted during normal working hours and after reasonable notice to the owner or tenant of the premises.
  7. OWNER intends that this covenant, condition, and restriction shall run with the land and be binding upon OWNER, its heirs, assigns, and successors in interest for the benefit of the City of Costa Mesa and shall be a burden on the SUBJECT PROPERTY so long as a building exists on Parcel 1. Nothing contained herein shall be deemed to grant to any future owner or tenant of Parcel 1 or the Adjacent Property any independent right or cause of action, it being understood and agreed that the rights and obligations of the owners and tenants of Parcel 1 and the Adjacent Property to use parking on Parcel 2 shall be subject to and in accordance with the REA.
  8. This covenant, condition, and restriction may be terminated only by recording with the Office of the Orange County Recorder a Release of Land Use Restriction duly executed on behalf of the City of Costa Mesa indicating the restriction is no longer necessary.
  9. OWNER further covenants and agrees that it shall execute this restriction and notify any subsequent purchasers or tenants of SUBJECT PROPERTY of this restriction and execute all documents necessary to effectuate the intent hereof. Any use of SUBJECT PROPERTY inconsistent with this restriction may be enjoined and abated and the owner of the SUBJECT PROPERTY at the time of any inconsistent use shall be liable for the expenses to the City for the enjoining and abating, including reasonable attorney fees.

EXECUTED in the County of Orange, State of California, on this 10<sup>th</sup> day of SEPTEMBER, 2003.


FOR THE CITY OF COSTA MESA

OWNER  
C.J. SEGERSTROM & SONS, a California  
general partnership

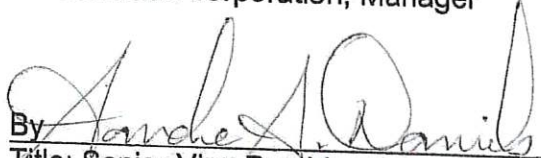
By Henry T. Segerstrom Management LLC,  
A California limited liability company,  
Manager

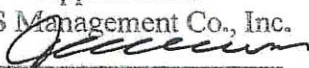
  
PERRY L. VALANTINE  
Asst. Development Services Director


R. MICHAEL ROBINSON  
Acting Zoning Administrator

By   
Manager

By HTS Management Co., Inc., a  
California corporation, Manager

  
By Andrew A. Daniels  
Title: Senior Vice President

Approved for  
HTS Management Co., Inc.  
By 

Approved as to Form.  
Latham & Watkins LLP  
By 

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Orange )

On July 25, 2003 before me, Nolene Sherman, Notary Public, personally appeared **Henry T. Segerstrom**, personally known to me 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.



WITNESS my hand and official seal

*Nolene Sherman*

State of California )  
County of Orange )

On August 5, 2003 before me, KAREN G. WHOLEY,  
Notary Public, personally appeared SANDRA S. DANIELS  
personally known to me or 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 on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.



WITNESS my hand and official seal

*Karen G. Wholey*



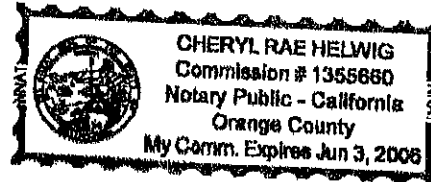
STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF ORANGE )

On September 10, 2003, before me, Cheryl Rae Helwig a Notary Public, personally appeared R. Michael Robinson, personally known to me 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.

WITNESS my hand and official seal.

(Seal)

Cheryl Rae Helwig  
Signature of Notary

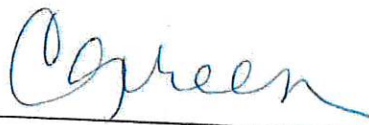


I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: KAREN G. WHOLEY  
Date commission expires: 5-4-2006  
Commission number: 1353094  
Vendor number: NNAI  
County where bond is filed: ORANGE

Place of execution: Irvine, CA

Date: 9/15/03

By: 

Chicago Title Company

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary:

Cheryl Rae Helwig

Date commission expires:

June 3 - 2006

Commission number:

1355660

Vendor number:

NNAI

County where bond is filed:

ORANGE

Place of execution: Irvine, CA

Date:

09/15/03

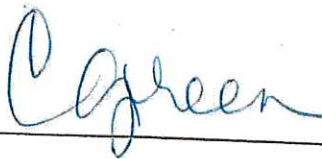
By: \_\_\_\_\_

Capreen

Chicago Title Company

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Nolene Sherman  
Date commission expires: 10-22-2003  
Commission number: 1235664  
Vendor number: NNA1  
County where bond is filed: ORANGE  
Place of execution: Irvine, CA  
Date: 9/15/03

By: 

Chicago Title Company

MOTION:  
PA-01-17  
Approved

No one else wished to speak and the Chair closed the public hearing.

A motion was made by Chairman Garlich, seconded by Commissioner Foley and carried 5-0 to approve by adoption of Planning Commission Resolution PC-03-45, based on information and analysis contained in the Planning Division staff report, and findings contained in exhibit "A", subject to conditions in exhibit "B."

During discussion on the motion, the Chair said he appreciates the concerns that Mr. Carson and his counsel have raised, but he also appreciates the due diligence exhibited by staff in looking into those concerns over the period of the continuance. He said he is satisfied that the analysis supports their recommendation.

The Chair explained the appeal process.

The Chair opened the public hearing for consideration of Planning Application PA-03-18 and Parcel Map PM-03-160 for Tait & Associates, Inc./Michael Simon, authorized agent for C. J. Segerstrom & Sons/Jeffrey Reese, for a variance from minimum lot width requirements (120' required; 110' proposed) in conjunction with a parcel map to legalize subdivision of a parcel, located at 1650 Adams Avenue and 2800 Mesa Verde Drive East in a C1 zone. Environmental determination: exempt.

Senior Planner Willa Bouwens-Killeen reviewed the information in the staff report and gave a visual presentation of the site characteristics. She said staff is recommending approval of the request by adoption of Planning Commission resolution.

In response to a question from the Chair, Ms. Bouwens-Killeen stated that the parcel north of parcel 1 is not included as part of this request. When parcels 1 and 2 were subdivided, the parcel to the north was also subdivided. However, that property was sold to a property owner in 1997 and the Segerstroms are currently working with that property owner to rectify that situation. It is anticipated a parcel map to legalize that subdivision will be filed in the near future. The Chair confirmed that it does not constrain what is being done this evening.

Jeffrey Reese, C.J. Segerstrom and Sons, 3315 Fairview Road, Costa Mesa, agreed to the conditions of approval. He thanked Ms. Bouwens-Killeen and Mr. Valentine for their hard work and quick effort to bring this item to hearing.

No one else wished to speak and the Chair closed the public hearing.

A motion was made by Commissioner Foley, seconded by Chairman Garlich and carried 5-0 to approve by adoption of Planning Commission Resolution PC-03-46, based on information and analysis contained in the Planning Division staff report, and findings contained in exhibit "A", subject to conditions in exhibit "B."

The Chair explained the appeal process.

The Chair opened the public hearing for consideration of Planning Application PA-03-25 for Nina Young, authorized agent for Bruce Dunseth/Orange County Board of Education located at 200 Kalmus Drive, for a conditional use permit to allow off-site parking located at 3001 Red Hill Avenue in an MP and PDI zone respectively. Environmental determination: exempt.

Associate Planner Mel Lee reviewed the information in the staff report and gave a visual presentation of the site characteristics. He said staff is recommending approval of the request by adoption of Planning Commission resolution, subject to conditions.

PLANNING APPLICATION  
PA-03-18/PM-03-160

Reese/Simon

MOTION:  
PA-03-18/PM-03-160  
Approved

PLANNING APPLICATION  
PA-03-23

Dunseth/Young



# PLANNING COMMISSION AGENDA REPORT

Voted - Yes  
5 to 0

MEETING DATE: JULY 14, 2003

111.8  
ITEM NUMBER:

SUBJECT: PARCEL MAP PM-03-160/VARIANCE PA-03-18  
1650 ADAMS AVENUE AND 2800 MESA VERDE DRIVE EAST

DATE: JULY 3, 2003

FOR FURTHER INFORMATION CONTACT: WILLA BOUWENS-KILLEEN, SENIOR PLANNER  
714.754.5153

## DESCRIPTION

Applicant proposes to legalize the subdivision of a parcel. One of the resultant parcels is narrower than Code currently allows, necessitating a variance.

## APPLICANT

Michael Simon of Tait and Associates is representing the property owner, C.J. Segerstrom and Sons.

## RECOMMENDATION

Approve by adoption of Planning Commission resolution, subject to conditions.

W Bouwens-Killeen  
WILLA BOUWENS-KILLEEN  
Senior Planner

Perry L. Valentine  
PERRY L. VALANTINE  
Asst. Development Services Director

## PLANNING APPLICATION SUMMARY

Location: 1650 Adams Ave. & 2800 Mesa Verde Drive East      Application: Parcel Map PM-03-160/ Variance PA-03-18

Request: Parcel map to legalize subdivision of a parcel, with a variance from minimum lot width requirements.

**SUBJECT PROPERTY:**

**SURROUNDING PROPERTY:**

Zone: <u>C1</u>	North: <u>C1, office complex</u>
General Plan: <u>General Commercial</u>	South: <u>(Acr. Adams Avenue) PDR-MD, single-family homes</u>
Lot Dimensions: <u>Irregular</u>	East: <u>C1, commercial building &amp; parking lot</u>
Lot Area: <u>Parcel 1 -- .39 acres</u> <u>Parcel 2 -- .92 acres</u>	West: <u>(Acr. Mesa Verde Dr E) C1, commercial development</u>
Existing Development: <u>1650 Adams Avenue - medical building</u> <u>2800 Mesa Verde Drive East - parking lot</u>	

**DEVELOPMENT STANDARD COMPARISON**

Development Standard	Required/Allowed	Proposed/Provided	
<b>Lot Size:</b>			
Lot Width	120 ft.	Parcel 1 165 ft.	Parcel 2 110 ft.*
Lot Area	12,000 sq.ft.	17,344 sq.ft.	31,313 sq.ft.
<b>Floor Area Ratio:</b>			
(Moderate Traffic Generator)	.30 (14,597 sq.ft.)	.20 (10,320 sq.ft.)	

- \* Variance from lot width requirements requested as a part of this application.
- \*\* The two parcels will be required to be held as one for purposes of calculating allowable building area.

CEQA Status: Exempt, General Rule  
Final Action: Planning Commission

## **BACKGROUND**

The two parcels were subdivided from a larger parcel by grant deed in the mid-1960s. However, City approval of the subdivision – required since 1954 – was not obtained. The applicant is now seeking City approval, to allow sale of one of the parcels.

A variance is also required because parcel 2, at 110 feet wide, is 10 feet narrower than the 120 foot minimum lot width required by Code. The north property line of parcel 1 jogs to the north to accommodate setbacks required by Building Code, causing the deficiency.

## **ANALYSIS**

Parcel 1 contains an existing medical building and parcel 2 contains off-site parking for several adjoining properties, including parcel 1. No changes are proposed to the improvements on the two parcels as a result of this map. Recordation of the parcel map will merely legalize the lot lines established in the 1960s.

The variance is required because parcel 2, at 110 feet, is 10 feet short of the minimum 120-foot lot width required by Code. Approval of the variance will not result in a narrower lot width than what exists nor will it compromise future development of the property because the site is already improved with required parking for adjoining properties. Additionally, the parcel, even with the 10-foot deficiency in lot width, is more than twice the minimum lot area required for the zone (12,000 sq.ft. required; 31,313 sq.ft. provided).

Parking for the medical building is already provided on parcel 2, under a reciprocal parking agreement recorded in 1972. Therefore, approval of the subdivision will not impact the medical building's parking. Since the City is not a party to the reciprocal parking agreement, a requirement for a land use restriction is recommended to ensure adequate parking remains to support this building. The land use restriction will also be used to hold the two parcels as one to calculate allowable building area since parcel 1 alone is not large enough to support the existing medical building.

As part of the research for this map, it was discovered that the illegal subdivision included the parcel to the north of parcel 2. The Segerstroms, who sold the property in 1997, are working with the current owner to legalize that subdivision. However, they have proceeded with this portion of the subdivision to facilitate the sale of parcel 1.

## **ALTERNATIVES**

If the request is denied, the illegal subdivision cannot be rectified and parcel 1 could not be sold to a new property owner.



**ENVIRONMENTAL DETERMINATION**

The project is exempt from the provisions of the California Environmental Quality Act.

**CONCLUSION**

Approval of the parcel map will allow an illegal subdivision to be corrected. Approval of the variance will not result in a narrower lot width than what exists, nor will it compromise future development of the property because the site is already improved with required parking for adjoining properties, and the parcel -- even with the 10-foot deficiency in lot width -- is more than twice the minimum lot size required for the zone.

- Attachments:
1. Draft Planning Commission Resolution
  2. Exhibit "A" - Draft Findings
  3. Exhibit "B" - Draft Conditions of Approval
  4. Applicant's Project Description and Justification
  5. Location Map
  6. Plans

cc: Deputy City Manager - Dev. Svcs. Director  
Sr. Deputy City Attorney  
City Engineer  
Fire Protection Analyst  
Staff (4)  
File (2)

Michael Simon  
Tait and Associates  
701 North Parkcenter Drive  
Santa Ana, CA 92705

Jeffrey Reese  
C.J. Segerstrom and Sons  
3315 Fairview Road  
Costa Mesa, CA 9262

**RESOLUTION NO. PC-03-**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY  
OF COSTA MESA APPROVING PARCEL MAP PM-03-  
160/VARIANCE PA-03-18**

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, an application was filed by Mike Simon of Tait and Associates, authorized agent for C.J. Segerstrom and Sons, with respect to the real property located at 1650 Adams Avenue and 2800 Mesa Verde Drive East, requesting approval of a parcel map and a variance from minimum lot width requirements in the C1 zone; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 14, 2003.

BE IT RESOLVED that, based on the evidence in the record and the findings contained in Exhibit "A", and subject to the conditions contained in Exhibit "B", the Planning Commission hereby **APPROVES** Parcel Map PM-03-160/Variance PA-03-18 with respect to the property described above.

BE IT FURTHER RESOLVED that the Costa Mesa Planning Commission does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for Parcel Map PM-03-160/Variance PA-03-18 and upon applicant's compliance with each and all of the conditions contained in Exhibit "B". Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

**PASSED AND ADOPTED this 14<sup>th</sup> day of July, 2003.**

---

Chair, Costa Mesa  
Planning Commission

STATE OF CALIFORNIA)  
  )ss  
COUNTY OF ORANGE )

I, Perry L. Valantine, secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution was passed and adopted at a meeting of the City of Costa Mesa Planning Commission held on July 14, 2003, by the following votes:

AYES:           COMMISSIONERS  
NOES:           COMMISSIONERS  
ABSENT:        COMMISSIONERS  
ABSTAIN:       COMMISSIONERS

---

Secretary, Costa Mesa  
Planning Commission

**EXHIBIT "A"****FINDINGS**

- A. The information presented substantially complies with section 13-29(g)(1) of the Costa Mesa Municipal Code in that special circumstances applicable to the property exist to justify granting of the variance from minimum lot width requirements. Strict application of the zoning ordinance would deprive the property owner of privileges enjoyed by owners of other property in the vicinity under identical zoning classification. Specifically, approval of the variance will not result in a narrower lot width than what exists nor will it compromise future development of the property because the site is already improved with required parking for adjoining properties. The parcel, even with the 10-foot deficiency in lot width, is more than twice the minimum lot size required for the zone. Approval of the variance from minimum lot width requirements would not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the property is situated because the reduction in lot width is relatively minor and reflects a condition that has been existing for approximately 35 years. Granting the variance will not allow a use, density, or intensity that is not in accordance with the general plan designation for the property.
- B. The creation of the subdivision and related improvements is consistent with the General Plan and Zoning Code, with approval of the variance.
- C. The proposed use of the subdivision is compatible with the General Plan.
- D. The subject property is physically suitable to accommodate Parcel Map PM-03-160 in terms of type, design and density of development, and will not result in substantial environmental damage nor public health problems, based on compliance with the City's Zoning Code and General Plan.
- E. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision, as required by Government Code Section 66473.1.
- F. The subdivision and development of the property will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights-of-way and/or easements within the tract.
- G. The discharge of sewage from this subdivision into the public sewer system will not violate the requirements of the California Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000 of the Water Code).

- H. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City environmental procedures, and has been found to be exempt from CEQA.
- I. The project is exempt from Chapter XII, Article 3, Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT "B"

- Ping. 1. A land use restriction, to ensure required parking on parcel 2 continues to be provided for any building(s) on parcel 1, and that parcel 1 and 2 shall be held as one for purposes of calculating maximum allowable building area, shall be executed by and between the applicant and the City of Costa Mesa and recorded prior to the approval of the parcel map by the City's Engineering Division. Applicant shall submit to the Planning Division a copy of the legal description for the property, and either a lot book report or current title report identifying the current legal property owner so that the document may be prepared.

**CODE REQUIREMENTS**

The following list of federal, state and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

- Plng. 1. Approval of the parcel map is valid for two (2) years and will expire at the end of that period unless the parcel map is recorded or the applicant applies for and is granted an extension of time. A written request for an extension of time must be received by Planning staff prior to the expiration of the parcel map application.
- Bldg. 2. Comply with the requirements of the California Code of Regulations, Title 24, also known as the California Building Standards Code, as amended by the City of Costa Mesa, as regards the placement of the north property line in relation to the existing building on parcel 1.
- Eng. 3. Submit required cash deposit or surety bond to guarantee monumentation prior to approval of map. Cash deposit or surety bond amount to be determined by the City engineer.
- 4. Two copies of the final map and property boundary closure calculations shall be submitted to the Engineering Division for checking.
- 5. Dedicate a diagonal corner cut-off at the corner of Adams Avenue and Mesa Verde Drive per City of Costa Mesa standard drawing number 214-2H for street and highway purposes.
- 6. Submit title report update of subject property.
- 7. Submit nine copies and one duplicate mylar of recorded map or signed plan to Engineering Division, prior to occupancy.
- 8. Dedicate an ingress-egress easement to the City of Costa Mesa for security and emergency vehicles purposes only over parcel 2. Maintenance of the easement shall be the sole responsibility of the property owner.
- N/A 9. Fulfill drainage ordinance fee requirements prior to approval of map for recordation.
- 10. Prior to recordation of a parcel map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the county surveyor in a manner described in Subarticle 11, Section 7-9-330 of the Orange County Subdivision Code.
- 11. Prior to recordation of a parcel map, the surveyor/engineer preparing the map shall submit to the <sup>CITY ENGINEER</sup> county surveyor a digital-graphics file of said map in a manner described in Subarticle 11, section 7-9-330 of the Orange County Subdivision Code.
- 12. Survey monuments shall be preserved and referenced or set pursuant to Section 8771 of the Professional Land Surveyor's act

13.

and Business and Professions Code.

Reserve a non-exclusive, private, reciprocal easement for ingress-egress, cross lot drainage, parking and utilities for the benefit of all lots.

14.

Dedicate all vehicular and pedestrian access rights to Mesa Verde Drive and Adams Avenue except at approved locations.



*Chicago Title*

When recorded mail to:  
City of Costa Mesa  
Planning Division  
Post Office Box 1200  
Costa Mesa CA 92628-1200

This Document was electronically recorded by  
Chicago Title Commercial

Recorded in Official Records, County of Orange  
Tom Daly, Clerk-Recorder



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*33819970-1413-1071*

**NOTICE AND DECLARATION  
OF  
LAND USE RESTRICTION**

OWNER: C.J. Segerstrom & Sons, a California General Partnership

SUBJECT PROPERTY: Parcel 1: 1650 Adams Avenue, and  
Parcel 2: 2800 Mesa Verde Drive East,  
Costa Mesa, CA 92626

LEGAL DESCRIPTION: See Attached Exhibit 'A'

CITY FILE NUMBER: \* Parcel Map PM-2003-160/Variance PA-03-18

*\* recorded in Book 333 pages 20-22 of parcel maps.*

OWNER declares and says, under penalty of perjury, as follows:

1. OWNER is the true owner record of that certain real property described herein and referred to as SUBJECT PROPERTY.
2. The SUBJECT PROPERTY is benefited and burdened by that certain Reciprocal Parking Agreement dated July 26, 1972, and recorded in the Official Records of Orange County, California, on July 27, 1972, in Book 10245, Pages 204 through 212, inclusive (the "REA"), as more particularly described therein. The REA also benefits and burdens certain other real property adjacent to the SUBJECT PROPERTY as more particularly described therein (the "Adjacent Property").
3. OWNER has applied for and requested of the City of Costa Mesa, a Municipal corporation, on SUBJECT PROPERTY within said City in a C1 zone (Local Business District), a parcel map to legalize the subdivision of the two parcels comprising the SUBJECT PROPERTY, with a variance from minimum lot width requirements for Parcel 2.
4. The City approved said parcel map and variance but as one of the conditions required recordation of a Land Use Restriction to inform property owners that the SUBJECT PROPERTY shall be tied together for purposes of calculating allowable building area on Parcel 1, and to provide required parking on Parcel 2 for customers, guests, and

- employees of the building at Parcel 1. Such parking on Parcel 2 for the benefit of Parcel 1 and the adjacent Property is subject to the terms of the REA.
5. OWNER therefore covenants, agrees, and declares that SUBJECT PROPERTY shall not be used contrary to the above condition, and OWNER shall not permit, allow, or condone others to so use said SUBJECT PROPERTY contrary to the above condition, including by its tenants, heirs, assigns, or successors in interest.
  6. OWNER hereby acknowledges that City officials may request to enter the SUBJECT PROPERTY from time to time for the purposes of determining compliance with the conditions and restrictions contained herein. Such inspections shall be conducted during normal working hours and after reasonable notice to the owner or tenant of the premises.
  7. OWNER intends that this covenant, condition, and restriction shall run with the land and be binding upon OWNER, its heirs, assigns, and successors in interest for the benefit of the City of Costa Mesa and shall be a burden on the SUBJECT PROPERTY so long as a building exists on Parcel 1. Nothing contained herein shall be deemed to grant to any future owner or tenant of Parcel 1 or the Adjacent Property any independent right or cause of action, it being understood and agreed that the rights and obligations of the owners and tenants of Parcel 1 and the Adjacent Property to use parking on Parcel 2 shall be subject to and in accordance with the REA.
  8. This covenant, condition, and restriction may be terminated only by recording with the Office of the Orange County Recorder a Release of Land Use Restriction duly executed on behalf of the City of Costa Mesa indicating the restriction is no longer necessary.
  9. OWNER further covenants and agrees that it shall execute this restriction and notify any subsequent purchasers or tenants of SUBJECT PROPERTY of this restriction and execute all documents necessary to effectuate the intent hereof. Any use of SUBJECT PROPERTY inconsistent with this restriction may be enjoined and abated and the owner of the SUBJECT PROPERTY at the time of any inconsistent use shall be liable for the expenses to the City for the enjoining and abating, including reasonable attorney fees.

EXECUTED in the County of Orange, State of California, on this 10<sup>th</sup> day of SEPTEMBER, 2003.

FOR THE CITY OF COSTA MESA


OWNER

C.J. SEGERSTROM & SONS, a California  
general partnership

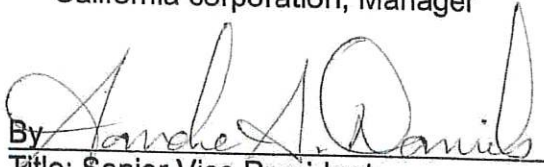
By Henry T. Segerstrom Management LLC,  
A California limited liability company,  
Manager


  
PERRY L. VALANTINE  
Asst. Development Services Director

R. MICHAEL ROBINSON  
Acting Zoning Administrator

By   
Manager

By HTS Management Co., Inc., a  
California corporation, Manager

  
By Andrew A. Daniels  
Title: Senior Vice President

Approved for  
HTS Management Co., Inc.  
By 

Approved as to Form  
Latham & Watkins LLP

By 

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of Orange )

On July 25, 2003 before me, Nolene Sherman, Notary Public, personally appeared **Henry T. Segerstrom**, personally known to me 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.



WITNESS my hand and official seal

*Nolene Sherman*

State of California )  
County of Orange )

On August 5, 2003 before me, KAREN G. WHOLEY,  
Notary Public, personally appeared SANDRA S. DANIELS,  
personally known to me or ~~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 on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.



WITNESS my hand and official seal

*Karen G. Wholey*

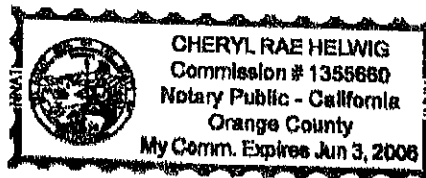
STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF ORANGE )

On September 10, 2003, before me, Cheryl Rae Helwig a Notary Public, personally appeared R. Michael Robinson, personally known to me 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.

WITNESS my hand and official seal.

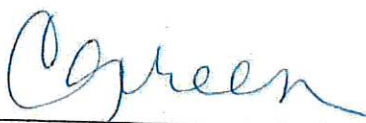
(Seal)

Cheryl Rae Helwig  
Signature of Notary



I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

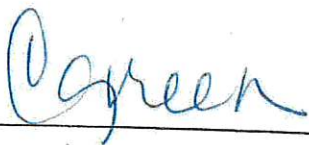
Name of Notary: KAREN G. WHOLEY  
Date commission expires: 5-4-2006  
Commission number: 1353094  
Vendor number: NNAI  
County where bond is filed: ORANGE  
Place of execution: Irvine, CA  
Date: 9/15/03

By: 

Chicago Title Company

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Cheryl Rae Helwig  
Date commission expires: JUNE 3-2006  
Commission number: 1355660  
Vendor number: NNAI  
County where bond is filed: ORANGE  
Place of execution: Irvine, CA  
Date: 09/15/03

By: 

Chicago Title Company

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Nolene Sherman  
Date commission expires: 10-22-2003  
Commission number: 1235664  
Vendor number: NNA1  
County where bond is filed: ORANGE  
Place of execution: Irvine, CA  
Date: 9/15/03

By: C. Green

Chicago Title Company



Development Review No. 21-08  
**Approval in Concept**  
 SUBJECT TO CONDITIONS  
 CITY OF COSTA MESA  
 PLANNING DEPT.  
 BY CY for J. Le DATE 8/23/22



# BARRETT MEDICAL OFFICE BUILDING

1650 ADAMS AVE. COSTA MESA, CA 92626

VICINITY MAP		ASSESSOR MAP	PROJECT DATA	PROJECT DESCRIPTION	ENTITLEMENT SUBMITTAL SHEET INDEX
			<p><b>PROJECT DATA</b></p> <p>PROJECT ADDRESS: 1650 ADAMS AVE. COSTA MESA, CA 92626</p> <p>ASSESSOR PARCEL NO.: 133-313-12</p> <p>BLOCK: 17</p> <p>BOOK: 333</p> <p>PAGE: 26</p> <p>PAR: 1</p> <p>LOT SIZE: 17,424 S.F. (0.40 AC.)</p> <p>ZONING: C1</p> <p>BUILDING TYPE: TYPE V-B, FIRE-RESISTIVE</p> <p>PROPOSED USE: MEDICAL OFFICES (B)</p> <p>NUMBER OF STORIES: 2 STORIES</p> <p>BUILDING HEIGHT: 30'-0" (2 STORIES, 30'-0" MAX.)</p> <p>FULLY SPRINKLERED: YES</p> <p>BUILDING AREA:        1ST FLOOR AREA - MEDICAL OFFICE: 9,238 SF.        2ND FLOOR AREA - MEDICAL OFFICE: 5,255 SF.        TOTAL: 14,593 SF.</p> <p>BREAK AREA: 1,000 SF.</p> <p>FAR TABULATION:        PARCEL 1 = 0.40 AC. = 17,424 SF.        PARCEL 2 = 0.77 AC. = 31,363 SF.        TOTAL = 48,787 SF. X 0.30 = 14,636 SF.</p> <p>PARKING TABULATION:        PARKING REQUIRED 0/1000 SF. 14,593/1000 X 6 = 85 SPACES        PARKING PROVIDED = 85 SPACES        TOTAL LANDSCAPE AREA: 3,849 SF.        TOTAL HARDSCAPE AREA: 3,184 SF.</p>	<p><b>PROJECT DESCRIPTION</b></p> <p>PROPOSED DEMOLITION OF A 2 STORES EXISTING MEDICAL BUILDING OF APPROXIMATELY 11,646 SF.</p> <p>PROPOSED NEW CONSTRUCTION OF 2 STORES MEDICAL OFFICE BUILDING, 14,597 SF.</p>	<p><b>ENTITLEMENT SUBMITTAL SHEET INDEX</b></p> <ul style="list-style-type: none"> <li>SD-0 COVER SHEET</li> <li>SD-0.1 RECIPROCAL PARKING AGREEMENT</li> <li>SD-0.2 RECIPROCAL PARKING AGREEMENT</li> <li>SD-0.3 RECIPROCAL PARKING AGREEMENT</li> <li>SD-1 ARCHITECTURAL SITE PLAN</li> <li>SD-2 FIRST &amp; SECOND FLOOR PLAN</li> <li>SD-3 ROOF PLAN &amp; BUILDING SECTIONS</li> <li>SD-4 EXTERIOR ELEVATIONS</li> <li>SD-5 BUILDING PERSPECTIVE VIEWS</li> </ul> <p><b>PROJECT DIRECTORY</b></p> <p><b>OWNER:</b>        DANIEL BARRETT MD        BARRETT PLASTIC SURGERY        6701 WILSHIRE BLVD. SUITE M1.1        LOS ANGELES, CA 90022        310-596-2648</p> <p><b>APPLICANT:</b>        VARISCO DESIGNS        30 CORPORATE PARK SUITE 201        IRVINE, CA 92606        949-678-0399</p> <p><b>LANDSCAPE ARCHITECT:</b>        BEIGE LANDSCAPE ARCHITECTS        8841 RESEARCH DR. #200        IRVINE, CA 92618        949-361-1223 EXT. 33</p>

**BARRETT**  
 PLASTIC SURGERY  
 9701 WILSHIRE BLVD, SUITE M1.1  
 BEVERLY HILLS, CA 90212  
 310.598.2648

# BARRETT MEDICAL OFFICE BUILDING

1650 ADAMS AVE. COSTA MESA, CA 92626

03/08/2022

**VD** **VARISCO**  
 DESIGNS  
 30 Corporate Park  
 Suite 201  
 Irvine, CA 92606  
 www.vdbg.com  
 949.679.6300

**SD-0**

COVER SHEET

2021-010

10245-207

4. Each User shall pay to Segerstrom in the manner and at the time provided below, such party's proportionate share, as defined below, of all costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening, landscaping, cost of public liability, property damage, vandalism and malicious mischief, and other insurance, real estate taxes and assessments, repairs, painting, lighting, cleaning, trash removal, depreciation of equipment and common parking area improvements, fire protection, and similar items, and an amount (not to exceed fifteen percent (15%) of all other maintenance costs and expenses) equal to Segerstrom's expenses in supervising such maintenance. Each User's proportionate share of such common parking area costs shall be that proportion thereof of which the gross floor area of each User's premises bears to the gross floor area of the premises in the Development from time to time occupied by Users. Prior to the commencement of each calendar year, Segerstrom shall give each User a written estimate of its share of such common area costs for the ensuing year. Each User shall pay such estimated amount to Segerstrom in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, Segerstrom shall furnish to each User a statement showing in reasonable detail the costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas during such year, and the parties shall promptly make any payment or allowance

10245-206

prevent a dedication thereof or the accrual of prescriptive rights therein, or for any other reason deemed sufficient by Segerstrom. Segerstrom may make changes at any time and from time to time in the size, shape, location, number and extent of the common parking areas or any of them and may provide within the Development parking in substitution for that initially provided hereunder which may be surface, multi-deck or underground in nature, provided that Segerstrom may not so long as this Agreement remains in effect reduce the number of parking spaces within the common parking areas below the greater of (a) the number of spaces required by the City of Costa Mesa to serve the Development as it from time to time exists or (b) 100 spaces.

3. Segerstrom shall at all times during the term of this Agreement have the sole and exclusive control of the automobile parking areas, driveways, entrances and exits and the sidewalks and pedestrian passageways within the common parking areas, and may at any time and from time to time during the term hereof restrain any use or occupancy thereof except as authorized by the rules and regulations for the use of such areas established by Segerstrom from time to time. The rights of each of the parties in and to the common parking areas shall at all times be nonexclusive and subject to the rights of other parties from time to time authorized to use the common parking areas on a nonexclusive basis (all parties so authorized to use the common parking areas being hereinafter referred to as "Users").

Recording Requested by:  
C. J. SEGERSTROM & SONS  
Recorded, please mail to:  
C. J. Segerstrom & Sons  
P.O. Box 1486  
Costa Mesa, Calif. 92626

26385

10245-204

RECORDS  
OF COSTA MESA, CALIFORNIA  
44 JUL 27 3 P.M. JUL 27 1972  
J. WILLIE CARLILE, County Auditor

RECIPROCAL PARKING AGREEMENT

This Agreement made this 26th day of July, 1972, by and between HAROLD T. SEGERSTROM, VERONICA P. SEGERSTROM, NELLIE RUTH SEGERSTROM, HENRY I. SEGERSTROM, YVONNE deC. SEGERSTROM, HAROLD T. SEGERSTROM, JR., and JEANETTE E. SEGERSTROM, (hereinafter collectively referred to as "Segerstrom"), FIRST NATIONAL BANK OF ORANGE COUNTY ("Bank"), GIRL SCOUT COUNCIL OF ORANGE COUNTY ("Girl Scouts"), and BRENTWOOD SAVINGS AND LOAN ASSOCIATION ("Brentwood");

RECITALS

A. Segerstrom is or was the owner of all of the real property outlined with a solid line on Exhibit "A" attached hereto and incorporated herein by this reference (the "Development").

B. Segerstrom heretofore has deeded to Girl Scouts the portion of said real property outlined in dashes on Exhibit "A," has leased to Bank the portion of said real property outlined in circles on Exhibit "A," and has leased to Brentwood the portion of said real property outlined with squares on Exhibit "A." Segerstrom contemplates developing the balance of said real property with commercial or similar buildings and with parking areas serving such buildings as constructed, but without thereby committing itself to do so except as herein specifically provided.

C. Segerstrom, Bank, Girl Scouts and Brentwood each desire to establish reciprocal nonexclusive parking rights in portions of said real property, for the mutual

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July 19, 1972

Before me, the undersigned authority in and for said State, personally appeared **CALVIN P. SCHMIDT**, known to me to be the President of the **Girl Scout Council of Orange County**, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.

*Frank B. Downes*  
Notary Public in and for said State

OFFICIAL SEAL  
FRANK B. DOWNES  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Jan. 17, 1973

STATE OF CALIFORNIA }  
COUNTY OF Orange } ss  
On July 21, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared **C. E. Schroeder**, known to me to be the President, and **John A. White**, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

*James J. Zobel*  
Name Typed or Printed

OFFICIAL SEAL  
GENEVIEVE S. ZOBEL  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Dec. 30, 1973

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss  
On 10 July 1972 before me the undersigned, a Notary Public in and for said State, personally appeared **David C. Grimes**, known to me to be the President, and **David K. Golding**, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

*Val Dangerfield*  
Name Typed or Printed

OFFICIAL SEAL  
VAL DANGERFIELD  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My Commission Expires Aug. 30, 1975  
12001 San Vicente Blvd., Los Angeles, CA 90047

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss  
On June 22, 1972 before me, the undersigned, a Notary Public in and for said State personally appeared **Harold T. Segerstrom, Veronica P. Segerstrom, Nellie Ruth Segerstrom, Henry T. Segerstrom, Yvonne de C. Segerstrom, Harold T. Segerstrom, Jr. and Jeannette E. Segerstrom**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

*Mary E. Keyes*  
Mary E. Keyes, Notary Public

OFFICIAL SEAL  
MARY E. KEYES  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Feb. 7, 1973  
3115 Fairview Pl., Los Angeles, CA, 90016

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necessary to adjust each User's estimated payment to such User's actual proportionate share of common parking area costs as shown by such annual statement.

5. The customers, invitees and employees of each of the parties will have the right of access, ingress and egress over and upon all driveways connecting the common parking areas to public streets, whether such driveways, as the same may exist from time to time, are located upon the common areas or upon portions of the property of the parties not constituting common areas.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, lessees and sublessees.

EXECUTED this 26th day of July, 1972.

FIRST NATIONAL BANK OF ORANGE COUNTY      GIRL SCOUT COUNCIL OF ORANGE COUNTY

By *C. E. Schroeder*      By *Calvin P. Schmidt*

By *John A. White*      By \_\_\_\_\_

BRENTWOOD SAVINGS AND LOAN ASSOCIATION      *Harold T. Segerstrom*  
By *David C. Grimes*      *Veronica P. Segerstrom*  
By *David K. Golding*      *Nellie Ruth Segerstrom*  
By \_\_\_\_\_      *Henry T. Segerstrom*  
By \_\_\_\_\_      *Yvonne de C. Segerstrom*  
By \_\_\_\_\_      *Harold T. Segerstrom, Jr.*  
By \_\_\_\_\_      *Jeannette E. Segerstrom*

10245 PAGE 207

4. Each User shall pay to Segerstrom in the manner and at the time provided below, such party's proportionate share, as defined below, of all costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas. Such costs and expenses shall include, without limiting the generality of the foregoing, gardening, landscaping, cost of public liability, property damage, vandalism and malicious mischief, and other insurance, real estate taxes and assessments, repairs, painting, lighting, cleaning, trash removal, depreciation of equipment and common parking area improvements, fire protection, and similar items, and an amount (not to exceed fifteen percent (15%) of all other maintenance costs and expenses) equal to Segerstrom's expenses in supervising such maintenance. Each User's proportionate share of such common parking area costs shall be that proportion thereof which the gross floor area of each User's premises bears to the gross floor area of the premises in the Development from time to time occupied by Users. Prior to the commencement of each calendar year, Segerstrom shall give each User a written estimate of its share of such common area costs for the ensuing year. Each User shall pay such estimated amount to Segerstrom in equal monthly installments, in advance. Within ninety (90) days after the end of each calendar year, Segerstrom shall furnish to each User a statement showing in reasonable detail the costs and expenses incurred by Segerstrom for the operation and maintenance of the common parking areas during such year, and the parties shall promptly make any payment or allowance

-4-

PARCEL NO. 2

That portion of the 2760.54 acre parcel of land allotted to Eduardo Pollarero in Decree of Partition of the Rancho Santiago De Santa Ana, recorded in Book B of Judgments of the 17th Judicial District Court of California in the City of Costa Mesa, County of Orange, State of California, described as follows:

Beginning at a point in the Northeasterly boundary of that certain parcel of land described by Deed recorded November 9, 1961 in Book 5908, Pages 266 thru 272 inclusive of Official Records of said county, said point being in a line parallel with and distant Southeasterly 110.00 feet, measured at right angles, from the Southeasterly line of that certain parcel of land described in Deed recorded January 29, 1963 in Book 6412, Page 51 of said Official Records; thence along said parallel line North 56° 52' 49" East 112.64 feet; thence South 25° 14' 41" East 14.14 feet to a point in a line parallel with and distant Southeasterly 124.00 feet, measured at right angles, from said Southeasterly line; thence along said parallel line North 56° 52' 49" East 159.00 feet; thence North 33° 07' 11" West 90.00 feet; thence North 88° 45' 36" West 60.26 feet to said Southeasterly line; thence along said Southeasterly line South 56° 52' 49" West 223.00 feet to a point in said Northeasterly boundary; thence along said Northeasterly boundary South 33° 07' 11" East 71.95 feet; thence continuing along said Northeasterly boundary South 37° 42' 30" East 38.18 feet to the point of beginning.

EXHIBIT "B"

END OF RECORDED DOCUMENT

COMMON PARKING AREAS

PARCEL NO. 1

That portion of Lot 51 in the City of Costa Mesa, County of Orange, State of California as shown on the map of the Fairview Tract recorded in Book 25 Page 76 of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, described as follows:

COMMENCING at a point in the Northerly line of Adams Avenue as described in the deed to the City of Costa Mesa recorded November 9, 1961 in Book 5908 Page 266 of Official Records, records of said Orange County, said point being distant along said Northerly line North 81° 20' 10" East 73.11 feet from the Westerly terminus of that certain course described in said deed as having a bearing and length of "North 81° 20' 10" East 116.11 feet"; said point being the Southwest corner of the land described in the Deed recorded February 7, 1972 in Book 9993 Page 183 of Official Records of said County; thence along the Westerly line of said deed the following courses; North 08° 39' 50" West 63.00 feet and North 25° 30' 00" West 176.64 feet to the Southeasterly line of the land described in the memorandum of lease recorded May 7, 1964 in Book 7036 Page 426 of Official Records, records of said Orange County, said point being also the most Westerly corner of the land described in said deed recorded in Book 9993 Page 183; thence North 56° 52' 49" East along the Northwesterly line of said last mentioned deed 28.39 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northwesterly line of said deed recorded in Book 9993 Page 183 North 56° 52' 49" East 65.00 feet; thence North 00° 04' 00" East 164.13 feet to the South line of Elm Avenue as shown on a map of Tract No. 3487 as per map recorded in Book 122 Pages 6 to 16 inclusive of Miscellaneous Maps, records of said County; thence North 89° 54' 01" West 92.83 feet to the beginning of a tangent curve concave Northerly having a radius of 160.00 feet; thence Westerly along said curve through a central angle of 17° 49' 48" an arc distance of 49.79 feet; thence South 09° 38' 41" West 132.77 feet to the most Northerly corner of Parcel 2 of the hereinbefore mentioned lease; thence along the Northerly and Easterly lines of said lease the following bearings and distances: South 88° 45' 36" East 60.26 feet and South 33° 07' 11" East 90.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

10245-210

10245-211

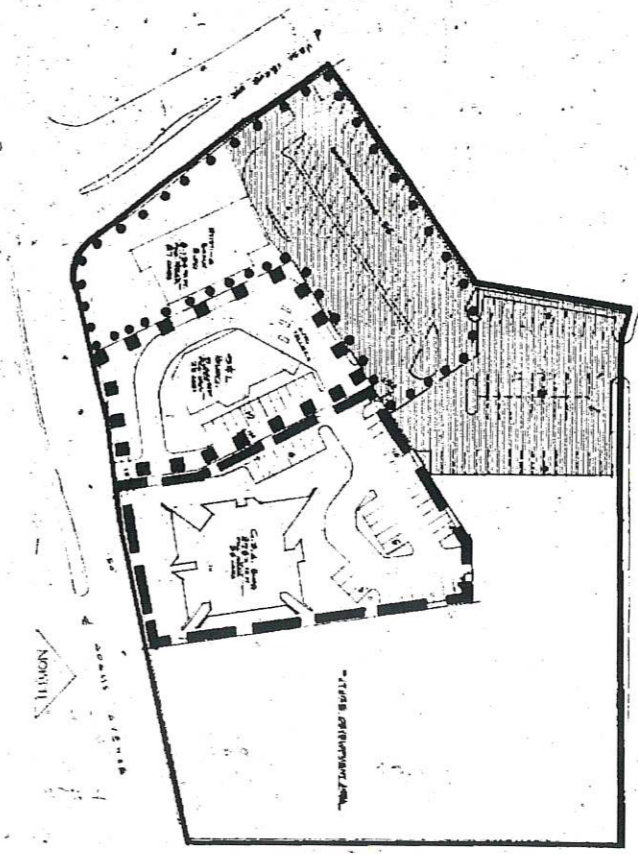


EXHIBIT A



9701 WILSHIRE BLVD, SUITE ML1  
BEVERLY HILLS, CA 90212  
310.596.2648

# BARRETT MEDICAL OFFICE BUILDING

1650 ADAMS AVE. COSTA MESA, CA 92626

03/08/2022

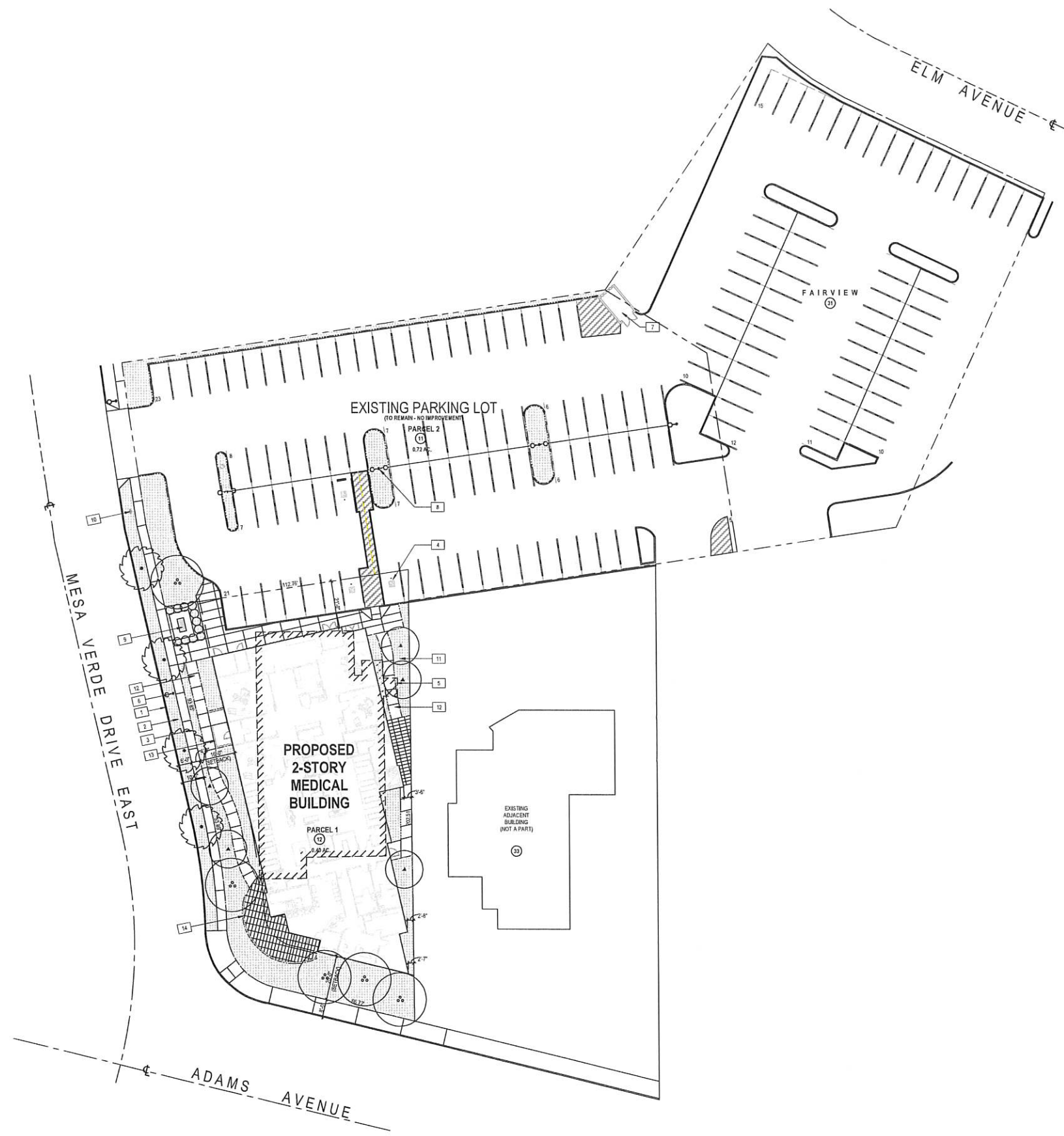


30 Corporate Park  
Suite 201  
Irvine, CA 92606  
www.vdbg.com  
949.679.6300

## SD-0.3

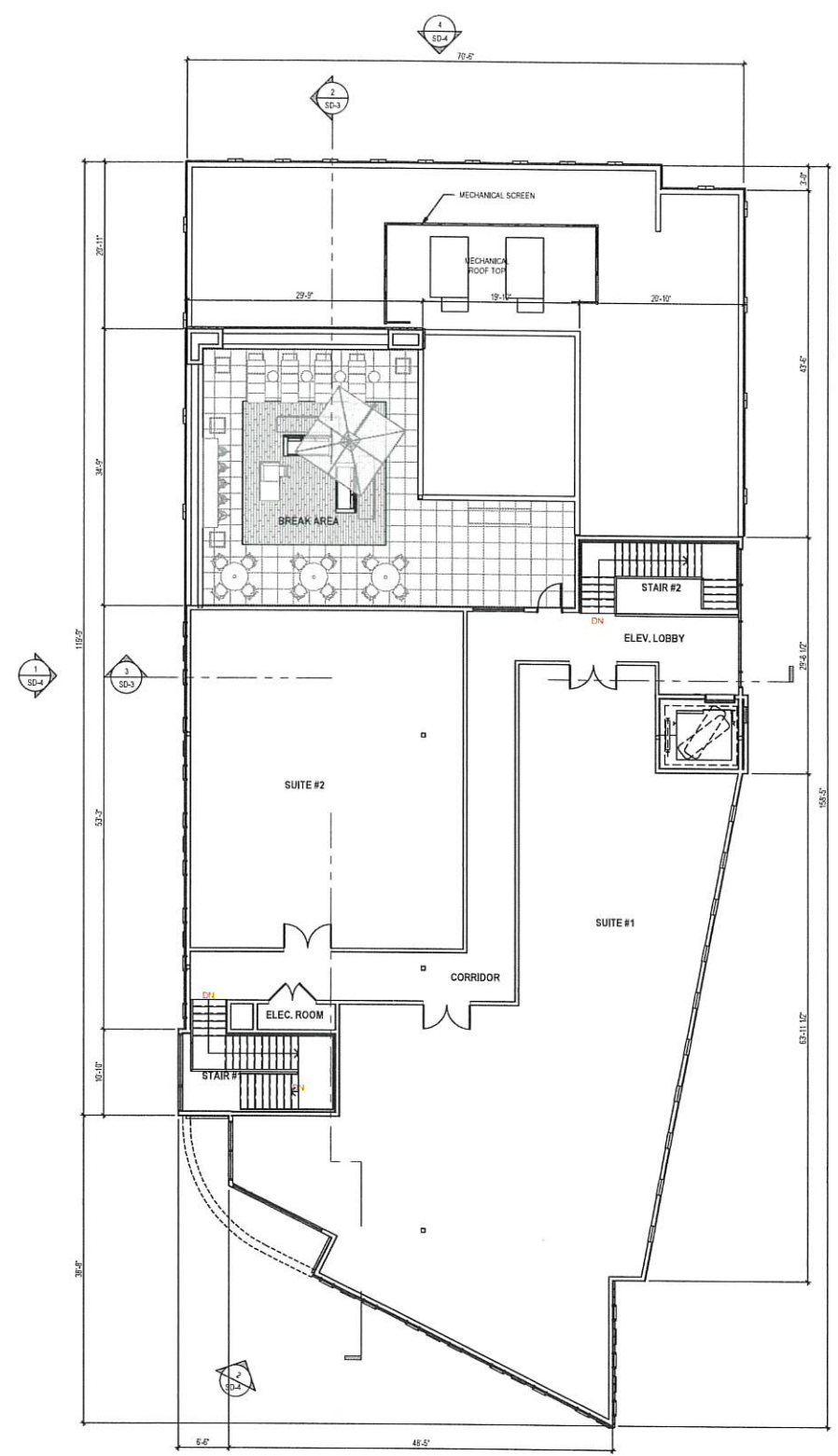
RECIPROCAL PARKING AGREEMENT

2021-010

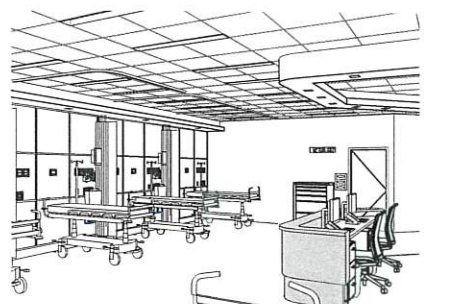


SITE PLAN KEYNOTES	
1	EXISTING CONCRETE CURBS AND GUTTER TO REMAIN
2	EXISTING LANDSCAPE RIGHT OF WAY TO REMAIN
3	EXISTING CONCRETE SIDEWALK TO REMAIN
4	EXISTING ACCESSIBLE PARKING STALL TO REMAIN
5	EXISTING 2-STORY STRUCTURE TO BE DEMOLISHED ENTIRELY
6	EXISTING STREET LIGHT
7	EXISTING TRASH ENCLOSURE
8	EXISTING PARKING LOT LIGHT POLE
9	NEW LOCATION FOR EXISTING ELECTRICAL TRANSFORMER
10	EXISTING FIRE HYDRANT
11	PROPOSED LANDSCAPE AREA - SEE LANDSCAPE PLAN
12	PROPOSED WALKWAY - SEE LANDSCAPE PLAN
13	PROPOSED 5' HIGH SCREEN WALL OR FENCE
14	PROPOSED SEAT WALL WITH INTEGRATED MONUMENT SIGN





SECOND FLOOR PLAN 1/8" = 1'-0" 2



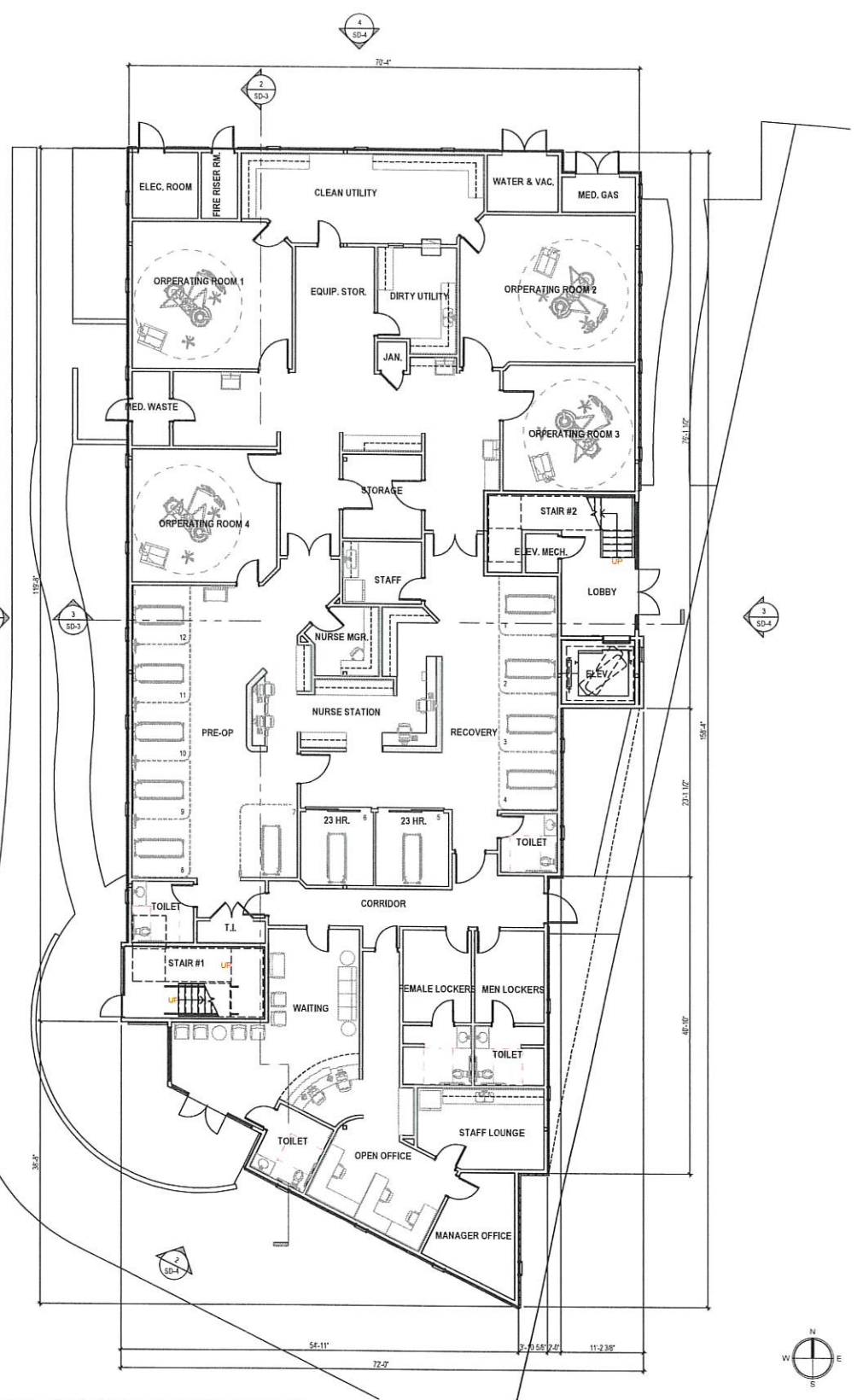
PRE-OP PERSPECTIVE VIEW 3



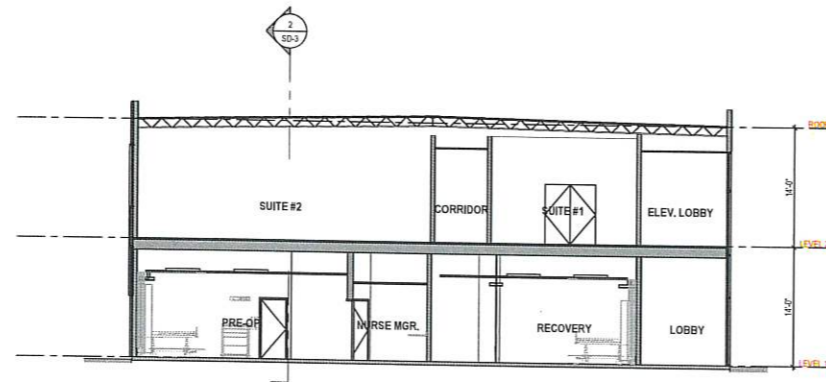
RECOVERY NURSE STATION VIEW 4



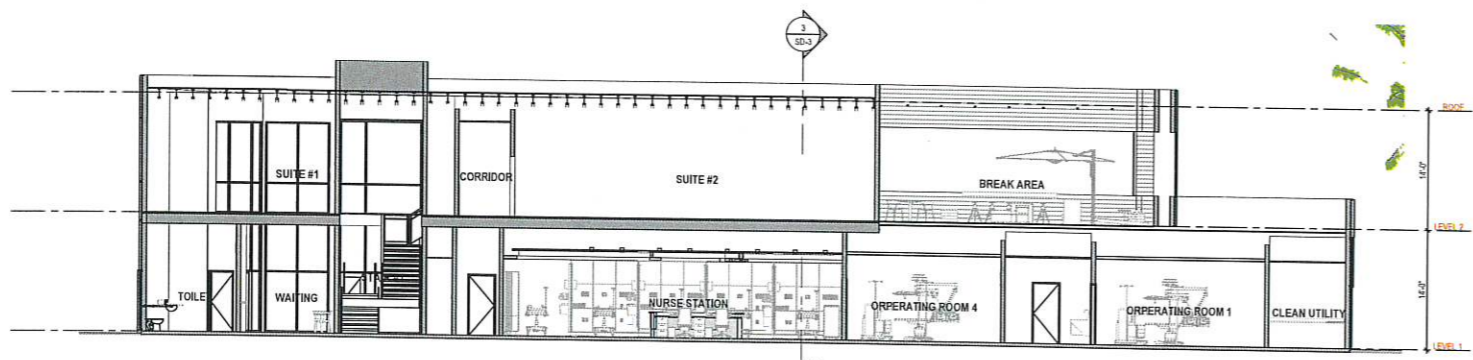
BREAK AREA VIEW 5



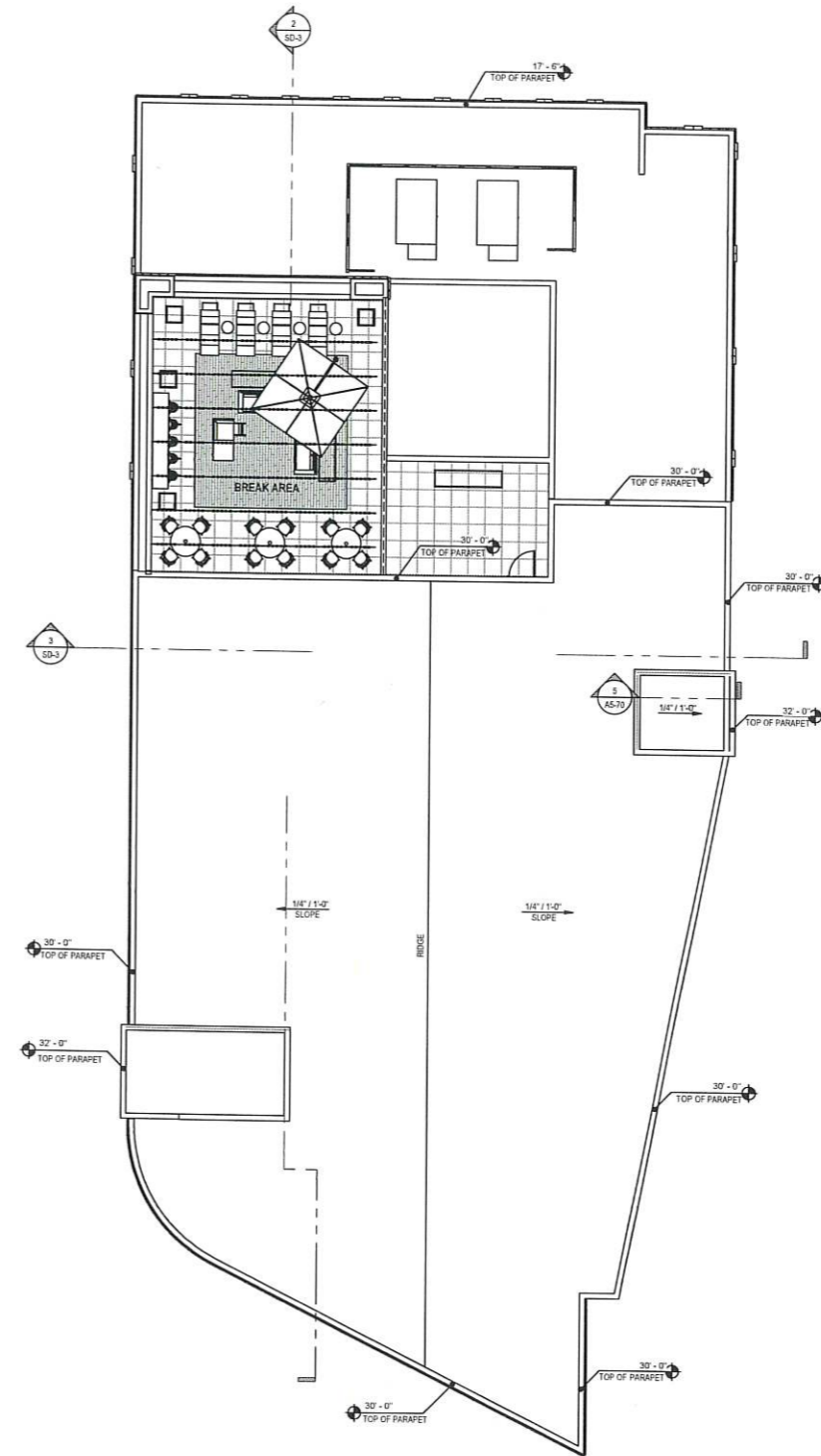
FIRST FLOOR PLAN 1/8" = 1'-0" 1



BUILDING SECTION B-B 1/8" = 1'-0" 3



BUILDING SECTION A-A 1/8" = 1'-0" 2



ROOF PLAN 1/8" = 1'-0" 1



9701 WILSHIRE BLVD, SUITE ML1  
BEVERLY HILLS, CA 90212  
310.598.2648

# BARRETT MEDICAL OFFICE BUILDING

1650 ADAMS AVE. COSTA MESA, CA 92626

03/08/2022



30 Corporate Park  
Suite 201  
Irvine, CA 92606  
www.vdbg.com  
949.679.6300

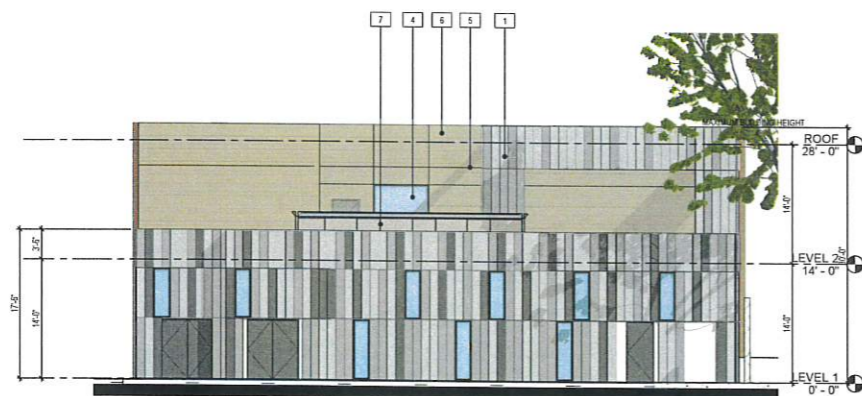
## SD-3

2021-010

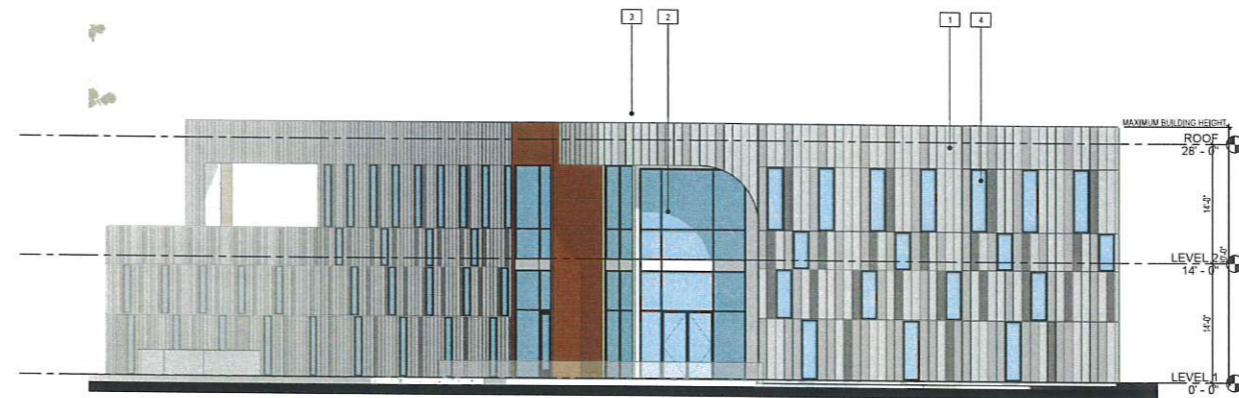
ROOF PLAN & BUILDING SECTIONS



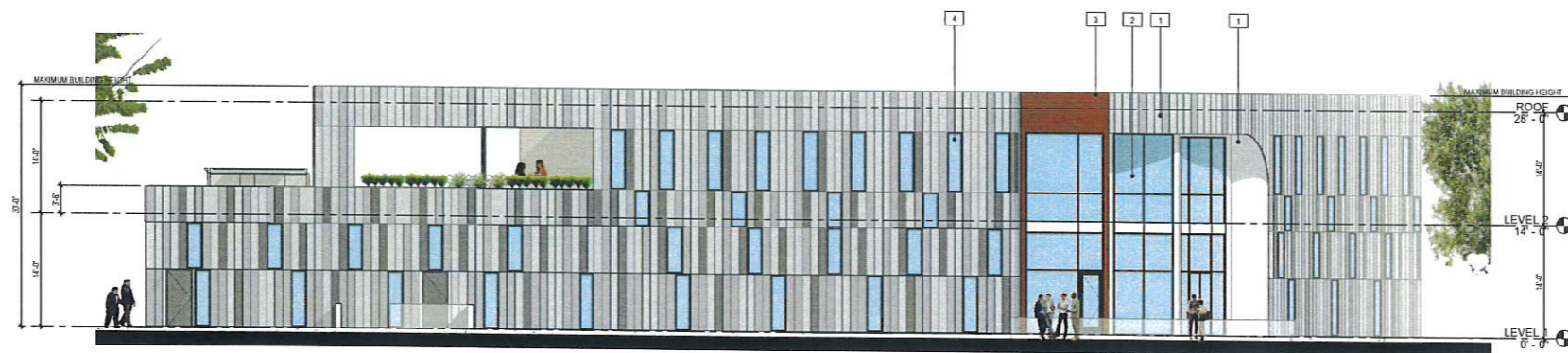
EAST ELEVATION 1/8" = 1'-0" 3



NORTH ELEVATION - PARKING LOT 1/8" = 1'-0" 4



SOUTH ELEVATION - ADAMS AVE. 1/8" = 1'-0" 2



WEST ELEVATION - MESA VERDE DRIVE EAST 1/8" = 1'-0" 1

KEYNOTES

- 1 ALUMINUM COMPOSITE PANEL, WHITE, LIGHT GRAY & DARK GRAY
- 2 ALUMINUM STOREFRONT SYSTEM
- 3 MICHIA FIBER CEMENT BOARD, REDWOOD
- 4 ALUMINUM STOREFRONT WINDOW
- 5 ALUMINUM REVEAL
- 6 MICHIA FIBER CEMENT BOARD, SPRUCE
- 7 MECHANICAL EQUIPMENT SCREEN

LEGEND

NOTES





MESA VERDE DRIVE EAST & ADAMS AVE. VIEW 2



PARKING LOT VIEW 1



9701 WILSHIRE BLVD. SUITE ML1  
BEVERLY HILLS, CA 90212

310.598.2648

# BARRETT MEDICAL OFFICE BUILDING

1650 ADAMS AVE. COSTA MESA, CA 92626

03/08/2022



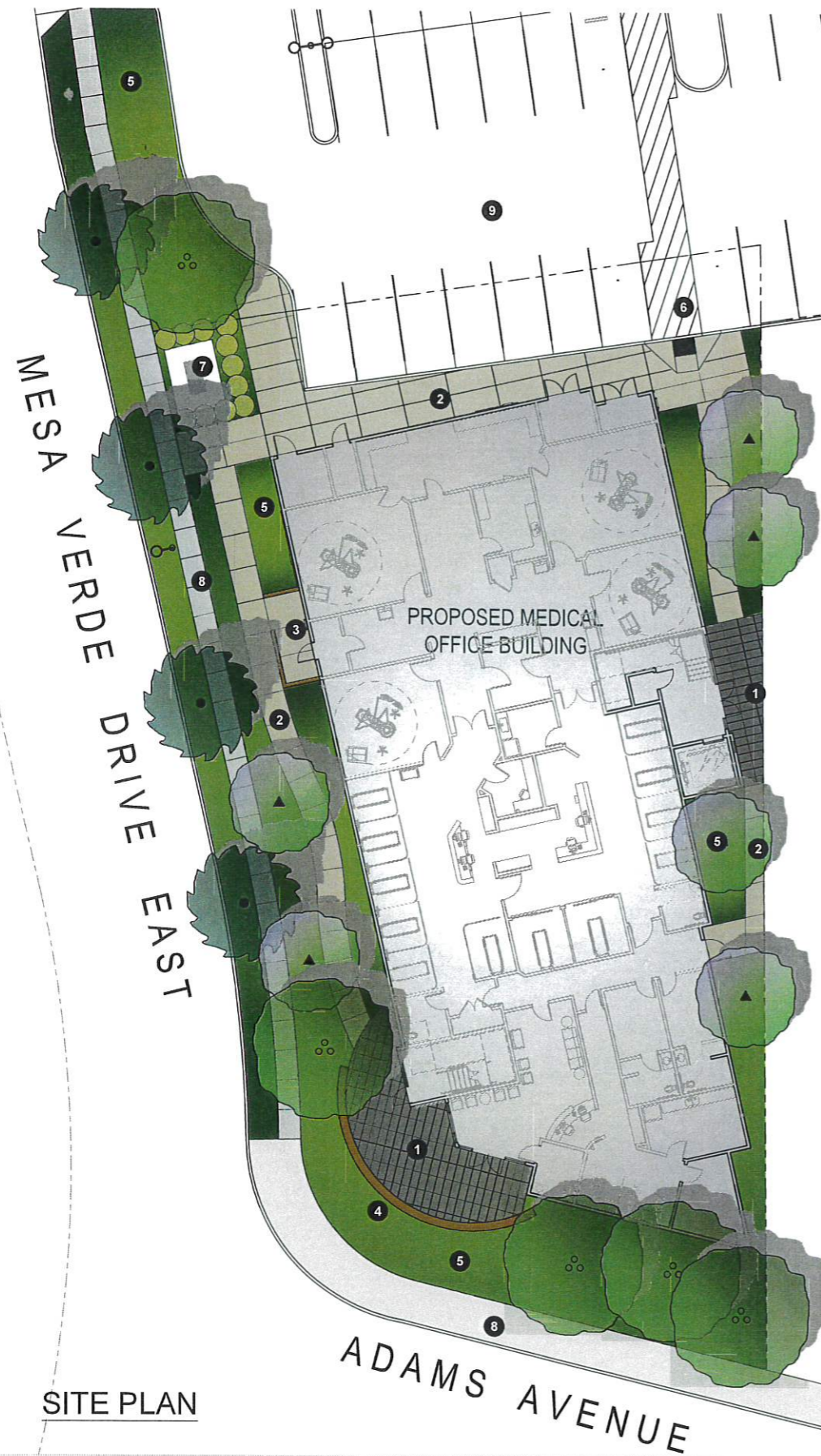
**VARISCO**  
DESIGNS

30 Corporate Park  
Suite 201  
Irvine, CA 92606  
www.vdbg.com  
949.679.6300

**SD-5**

BUILDING PERSPECTIVE VIEWS

2021-010



SITE PLAN



1 ENHANCED CONCRETE PAVERS AT BUILDING ENTRIES



1 PEDESTRIAN CIRCULATION CONCRETE PAVING



13 PLANT CONTAINERS



12 UPPER DECK FURNITURE



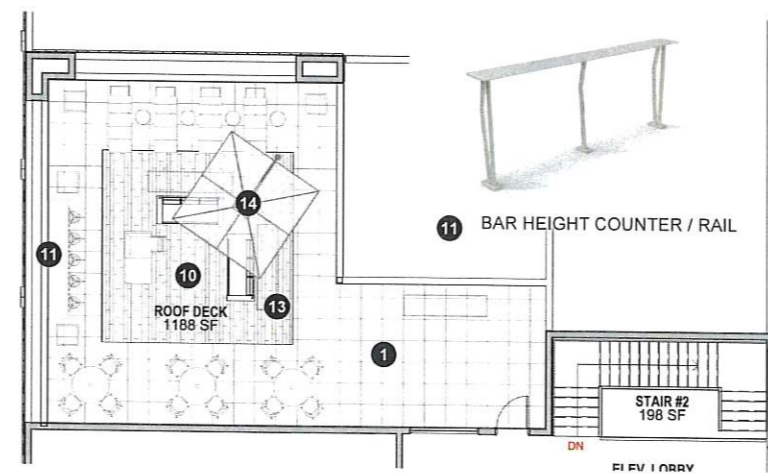
12 UPPER DECK FURNITURE



11 BAR HEIGHT CHAIR



11 BAR HEIGHT CHAIR



ROOF DECK PLAN



10 WOOD CARPET



10 WOOD CARPET



14 JUMBRELLA

LEGEND

- 1 ENHANCED CONCRETE PAVERS AT BUILDING ENTRIES AND UPPER DECK
- 2 PEDESTRIAN CIRCULATION CONCRETE PAVING
- 3 5' HIGH SCREEN WALL OR FENCE
- 4 SEATWALL WITH INTEGRATED MONUMENT SIGN
- 5 DROUGHT TOLERANT PLANTING TYPICAL.
- 6 ADA ACCESS TO PARKING LOT
- 7 TRANSFORMER W/ VERTICAL SHRUB SCREEN
- 8 EXISTING CONCRETE WALK
- 9 EXISTING PARKING LOT
- 10 WOOD CARPET
- 11 BAR HEIGHT COUNTER TOP / RAIL & CHAIR
- 12 UPPER DECK FURNITURE
- 13 PLANT CONTAINERS
- 14 JUMBRELLA



**PLANT SCHEDULE**

TREES							
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE / FORM	HT. X SPRD. X CAL. (MIN)	WATER USE	DESCRIPTION	
	CERCIS CANADENSIS	EASTERN REDBUD	36" BOX STD.	8'H X 3'W X 1-1/4" CAL.	M	SMALL FLOWERING TREE	
	OLEA EUROPAEA 'SWAN HILL'	SWAN HILL FRUITLESS OLIVE	36" BOX MULTI-TRUNK	8'H X 6' W	L	SPECIMEN ACCENT TREE	
	PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX STD.	9'W X 3'W X 1-1/4" CAL.	L	MESA VERDE STREET TREE TO MATCH EXISTING	
SHRUBS, GRASSES, & GROUNDCOVERS							
SYMBOL	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WATER USE	DESCRIPTION
	BUL FRU	BULBINE FRUTESCENS	STALKED BULBINE	5 GAL.	24" O.C.	L	FLOWERING PERENNIAL
	CAR GC	CARISSA M. 'GREEN CARPET'	GREEN CARPET NATAL PLUM	5 GAL.	PER PLAN	L	SCREENING VINE
	CAR DIV	CAREX DIVULSA	BERKELEY SEDGE	5 GAL.	24" O.C.	L	ORNAMENTAL GRASS
	DIA VAR	DIANELLA T. 'VARIEGATA'	VARIEGATED FLAX LILY	5 GAL.	36" O.C.	M	UPRIGHT ACCENT
	LAN NG	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	5 GAL.	36" O.C.	VL	FLOWERING LOW SHRUB
	MUH RM	MUHLENBERGIA C. 'REGAL MIST'	REGAL MIST PINK MUHLY	5 GAL.	48" O.C.	M	ORNAMENTAL GRASS
	POD GRA	PODOCARPUS GRACILIOR	LONG LEAFED YELLOW-WOOD	15 GAL.	48" O.C.	L	UPRIGHT SCREENING SHRUB
	WES FM	WESTRINGIA F. 'MUNDI'	LOW COAST ROSEMARY	5 GAL.	48" O.C.	L	LARGE SHRUB

WATER USE KEY:  
 VL = VERY LOW WATER USE, L = LOW WATER USE, M = MODERATE WATER USE, H = HIGH WATER USE. WATER USE STATED IS PER USE CLASSIFICATION OF LANDSCAPE SPECIES (ALSO REFERRED TO AS WJCOLS IV) FOR THE CITY OF NEWPORT BEACH.

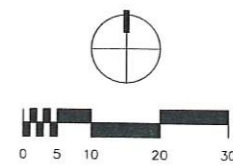


**PRELIMINARY LANDSCAPE PLAN**

1650 ADAMS AVE | COSTA MESA, CALIFORNIA

**L2.1**

JOB # 21057  
DATE 10/19/21



TREES



CERCIS CANADENSIS / EASTERN REDBUD



OLEA EUROPEA 'SWAN HILL' / FRUITLESS OLIVE



PINUS CANARIENSIS / CANARY ISLAND PINE

SHRUBS, GRASSES & GROUNDCOVERS



BULBINE FRUTESCENS / STALKED BULBINE



CARISSA M. 'GREEN CARPET' / GREEN CARPET NATAL PLUM



CAREX DIVULSA / BERKELEY SEDGE



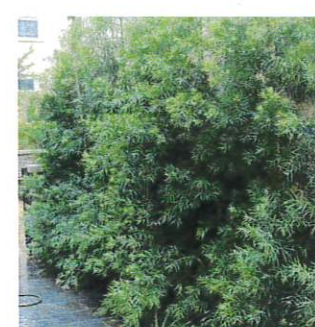
DIANELLA T. 'VARIEGATA' / VARIEGATED FLAX LILY



LANTANA 'NEW GOLD' / NEW GOLD LANTANA



MUHLENBERGIA C. 'REGAL MIST' / PINK MUHLY



PODOCARPUS GRACILIOR / LONG-LEAFED YELLOW WOOD



WESTRINGIA F. 'MUNDI' / MUNDI COAST ROSEMARY