



CITY OF NEWPORT BEACH PLANNING COMMISSION AGENDA

City Council Chambers - 100 Civic Center Drive

Thursday, June 4, 2026 - 6:00 PM

Planning Commission Members:

Tristan Harris, Chair
David Salene, Vice Chair
Jonathan Langford, Secretary
Curtis Ellmore, Commissioner
Michael Gazzano, Commissioner
Greg Reed, Commissioner
Mark Rosene, Commissioner

Staff Members:

Jaime Murillo, Community Development Director
Liz Westmoreland, Deputy Community Development Director
Kevin Riley, City Traffic Engineer
Yolanda Summerhill, Assistant City Attorney
Clarivel Rodriguez, Administrative Assistant

NOTICE TO THE PUBLIC

Regular meetings of the Planning Commission are held on the Thursdays preceding second and fourth Tuesdays of each month at 6:30 p.m. The agendas, minutes, and staff reports are available on the City's website at: <http://www.newportbeachca.gov> and for public inspection in the Community Development Department, Planning Division located at 100 Civic Center Drive, during normal business hours.. If you have any questions or require copies of any of the staff reports or other documentation, please contact the Community Development Department, Planning Division staff at 949-644-3200.

This Commission is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Commission's agenda be posted at least 72 hours in advance of each meeting and that the public be allowed to comment on agenda items before the Commission and items not on the agenda but are within the subject matter jurisdiction of the Commission. The Commission may limit public comments to a reasonable amount of time, generally three (3) minutes per person. All testimony given before the Planning Commission is recorded.

Under the Levine Act, Section 84308 of the Government Code, a party to a proceeding before the City involving a license, permit, or other entitlement for use is required to disclose on the record of the proceeding any contribution in an amount of more than five hundred dollars (\$500) made within the preceding 12 months by the party or the party's agent to any elected or appointed officer of the City. If you have made a qualifying contribution, please ensure to make this disclosure on the record.

Please Note: You can submit your questions and comments in writing for the Planning Commission to consider by mailing or delivering them to the City of Newport Beach Planning Commission at 100 Civic Center Drive, Newport Beach CA, 92660. Alternatively, you can send them by electronic mail directly to Commissioners at planningcommission@newportbeachca.gov. Each Commissioner and staff will receive your message directly. Pursuant to Planning Commission procedures, please submit your written comments no later than 5:00 p.m. on Wednesday the day before the meeting in order to give Commissioners adequate time to review your submission.

It is the intention of the City of Newport Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting, you will need special assistance beyond what is normally provided, the City of Newport Beach will attempt to accommodate you in every reasonable manner. Please contact Clarivel Rodriguez in the Community Development Department prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible (949-644-3232 or crodriguez@newportbeachca.gov).

APPEAL PERIOD: Use Permit, Variance, Site Plan Review, and Modification Permit applications do not become effective until 14 days following the date of approval, during which time an appeal may be filed with the City Clerk in accordance with the provisions of the Newport Beach Municipal Code. Tentative Tract Map, Tentative Parcel Map, Lot Merger, and Lot Line Adjustment applications do not become effective until 10 days following the date of approval, during which time an appeal may be filed with the City Clerk in accordance with the provisions of the Newport Beach Municipal Code. General Plan, Zoning, and Local Coastal Program Amendments are automatically forwarded to the City Council for final action.

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

IV. **PUBLIC COMMENTS**

Public comments are invited on non-agenda items generally considered to be within the subject matter jurisdiction of the Planning Commission. Speakers must limit comments to three (3) minutes. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.

V. **REQUEST FOR CONTINUANCES**

VI. **CONSENT ITEMS**

1. **MINUTES OF APRIL 23, 2026**

Recommended Action: Approve and file

[Draft Minutes of April 23, 2026](#)

2. **MINUTES OF MAY 21, 2026**

Recommended Action: Approve and file

[Draft Minutes of May 21, 2026](#)

[2a Additional Materials Received Mosher Draft Minutes of May 21, 2026](#)

VII. **PUBLIC HEARING ITEM(S)**

Speakers must limit comments to three (3) minutes on all items. Before speaking, please state your name for the record and print your name on the blue forms provided at the podium.

If in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing

3. **1300 DOVE TOWNHOMES (PA2025-0170)**

Site Location: 1200 and 1300 Dove Street and 4041 MacArthur Boulevard

Summary:

A request to authorize the development of a 132-unit, for-sale, residential townhome community including 7 units affordable to very low-income households on an existing office site. The proposed development includes the demolition of two existing office buildings and an existing parking structure and the construction of two-, three- and four-bedroom townhomes ranging from 1,251 to 2,562 square feet. The development includes a two-car garage for each unit and 40 uncovered guest parking spaces for a total of 304 on-site parking spaces. The 132 units will be distributed within 36 buildings, with units arranged in two- and eight-unit buildings. The buildings have a

maximum structure height ranging from approximately 37 to 47 feet above established grade. The development will provide resident-serving amenities, including outdoor courtyards with barbeque, a pizza oven, covered seating, a fire pit, and a game lawn. Additionally, a publicly accessible pedest “strada” improved with landscaping and seating areas is proposed along the MacArthur Boulevard frontage. Onsite and offsite public improvements such as updating the storm drain, sidewalks, and driveways are included in project implementation (Project). To implement the Project, the request requires the following approvals from the City:

- **Zoning Code Amendment** - An amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the Newport Beach Municipal Code (NBMC) to include the Project Site in the Housing Opportunity Sites Overlay in the HO-1- Airport Area Environs Map;
- **Major Site Development Review (SDR)** - A major site development review in accordance with Section 20.52.080 (Site Development Reviews) of the NBMC for five or more units with a tentative tract map;
- **Vesting Tentative Tract Map (VTTM)** - A vesting tentative tract map to allow for an airspace subdivision of the individual residential units on a 6.5-acre parcel, pursuant to Chapter 19.12 (Tentative Map Review) of the NBMC;
- **Affordable Housing Implementation Plan (AHIP)** - A plan specifying how the Project would meet the City’s affordable housing requirements pursuant to Chapter 20.32 (Density Bonus) of the NBMC and Government Code Section 65915 (Density Bonus Law);
- **Development Agreement (DA)** - A Development Agreement between the Applicant and the City, pursuant to Section 15.45.020 (Development Agreement Required) of the NBMC, which would provide the Applicant with the vested right to develop the Project for a term of 10 years and to provide negotiated public benefits to the City; and
- **Addendum to the Newport Beach General Plan Housing Implementation Program EIR (Addendum No. 1)** - Pursuant to the California Environmental Quality Act (CEQA), the Addendum addresses reasonably foreseeable environmental impacts resulting from the Project.

Recommended Actions:

1. Conduct a public hearing;
2. Adopt Resolution No. PC2026-018 (Attachment No. PC 1) recommending City Council approval of the Addendum No. 1 to the Certified Final Programmatic Environmental Impact Report for the City of Newport Beach Housing Implementation Program (SCH No. 2023060699), Zoning Code Amendment, Major Site

Development Review, Vesting Tentative Tract Map, Affordable Housing Implementation Plan, and Development Agreement for the 1300 Dove Townhomes Project located at 1200 and 1300 Dove Street and 4041 MacArthur Boulevard (PA2025-0170).

[Item No. 3 Staff Report](#)

[Attachment 1 - Draft Resolution](#)

[Attachment 2 - General Plan Consistency Analysis](#)

[Attachment 3 - FFA Letter - Finding of No Hazard](#)

[Attachment 4 - Applicant Project Description Letter](#)

[Attachment 5 - Project Plans](#)

[3a Additional Materials Received Mosher PA2025-0170](#)

[3b Additional Materials Received Staff PA2025-0170](#)

VIII. STAFF AND COMMISSIONER ITEMS

4. MOTION FOR RECONSIDERATION

5. REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

[Tentative Agenda](#)

6. REQUESTS FOR EXCUSED ABSENCES

IX. ADJOURNMENT

**NEWPORT BEACH PLANNING COMMISSION MINUTES
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, APRIL 23, 2026
REGULAR MEETING – 6:00 P.M.**

I. CALL TO ORDER - 6:00 p.m.

II. PLEDGE OF ALLEGIANCE – Commissioner Ellmore

III. ROLL CALL

PRESENT: Chair Tristan Harris, Secretary Jonathan Langford, Commissioner Curtis Ellmore, Commissioner Michael Gazzano, Commissioner Greg Reed

ABSENT: Vice Chair David Salene, Commissioner Mark Rosene

Staff Present: Community Development Director Jaime Murillo, Acting Deputy Community Development Director Ben Zdeba, Assistant City Attorney Yolanda Summerhill, City Traffic Engineer Kevin Riley, Senior Planner Joselyn Perez, Associate Planner Oscar Orozco, Assistant Planner Laura Rodriguez, Administrative Assistant Clarivel Rodriguez, and Department Assistant Beatriz Avila

IV. PUBLIC COMMENTS – None

V. REQUEST FOR CONTINUANCES – None

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF APRIL 2, 2026

Recommended Action: Approve and file

Chair Harris opened public comment, and there was none.

Motion made by Chair Harris and seconded by Commissioner Ellmore to approve the meeting minutes of April 2, 2026, with Jim Mosher's edits.

AYES: Ellmore, Harris, Langford, and Reed

NOES: None

ABSTAIN: Gazzano

ABSENT: Rosene, Salene

VII. PUBLIC HEARING ITEMS

ITEM NO. 2 ROGUE COLLECTIVE CONDITIONAL USE PERMIT (PA2023-0103)

Site Location: 828, 852, and 858 Production Place

Summary:

A request for a Conditional Use Permit to use 750 square feet of an existing 10,000-square-foot professional office building for hosting commercial events (i.e., an assembly use). The proposed assembly use will host small- to medium-sized events including workshops, classes, networking functions, nonprofit fundraisers, corporate gatherings, and similar community-oriented activities. The Project includes a request to use five off-site parking spaces at 828 Production Place. These spaces will supplement the 17 on-site

spaces available to event attendees and employees, ensuring adequate parking supply for the proposed assembly use.

Recommended Actions:

1. Conduct a public hearing;
2. Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 under Class 1 (Existing Facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment; and
3. Adopt Resolution No. PC2026-013 approving the Conditional Use Permit filed as PA2023-0103.

Associate Planner Oscar Orozco introduced the project location, existing conditions, zoning and surrounding land uses, a description of the project, and the required approvals. He stated that alcohol would be allowed as an incidental service pending a daily license by the Department of Alcoholic Beverage Control and Newport Beach Police Department approval on an event-by-event basis. He also reported that the findings for the Conditional Use Permit (CUP) and determined it to be consistent with the General Plan and zoning. He noted the proposed use is compatible with surrounding uses.

Chair Harris noted that residential developments will be coming to this area, so the area could have additional diversity of uses in the future.

In response to Chair Harris' inquiry, all commissioners confirmed that they have had no ex parte communications on this item.

Chair Harris opened the public hearing.

Rogue Collective Founder Matt Barnes stated that the building is a place for entrepreneurs, creatives, small business owners, non-profit organizations, and community builders to collaborate. He added that 10 independent businesses use their facility for full-time offices, with 50 others using it either daily or flexibly as needed. He added that their monthly art exhibits and community gatherings are central to their business.

Mr. Barnes reported on the back-and-forth discussions since their 2022 founding about the need for a CUP to host these events. He stated that Rogue Collective is a small business aiming to bring the community together, and a CUP will allow them to move forward with their original collaborative vision for the space to the greater community's benefit.

In response to Chair Harris' inquiry, Mr. Barnes confirmed that he agrees with the Conditions of Approval.

WunderMarx Inc. Founder Cara Stewart reported that her business is based at Rogue Collective and expressed her support for the CUP.

Jim Mosher noted that Condition of Approval No. 12 should include a number specifying what the maximum event attendance would be, noting discrepancies over available square footage and occupancy in event listings on Rogue Collective's website. He added that a higher capacity limit impacts parking needs. He agreed with Chair Harris' concerns about how the event space will be open until midnight on weekends while adjacent to forthcoming residences.

Associate Planner Orozco noted that occupancy is limited to the 150 established in both the Building and Fire Codes. He added that the project will have to go through the building permit process, which will establish a firm occupancy limit. He added that there are noise-related Conditions of Approval, which can be used as an enforcement mechanism should a problem arise with the operation of the use.

Chair Harris closed the public hearing.

Motion made by Commissioner Ellmore and seconded by Chair Harris to approve the item as presented.

AYES: Ellmore, Gazzano, Harris, Langford, and Reed
 NOES: None
 ABSTAIN: None
 ABSENT: Rosene, Salene

ITEM NO. 3 POITEVIN RESIDENCE (PA2025-0179)
Site Location: 2441 Crestview Drive

Summary:

A request for a coastal development permit (CDP) to demolish an existing single-unit dwelling with an attached garage and construct a new, three-story, 3,161-square-foot single-unit dwelling with an attached 602-square-foot two-car garage, and an attached 782-square-foot accessory dwelling unit (ADU). While the existing single-unit dwelling has already been demolished, the CDP would formally authorize the demolition. A variance from Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code (NBMC) is requested to allow the first and second floors to encroach five feet into the required 10-foot setback abutting a private street.

Recommended Actions:

1. Conduct a public hearing;
2. Find this project statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 under Class 3 of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential to have a significant effect on the environment; and
3. Adopt Resolution No. PC2026-014 approving the Coastal Development Permit and Variance filed as PA2025-0179.

Assistant Planner Laura Rodriguez introduced and described the proposed project, the property's zoning and surrounding land uses, existing conditions, and reported that this project is requesting a coastal development permit for demolition of an existing single-unit dwelling and construction of a new three-story single-unit dwelling with an attached Accessory Dwelling Unit (ADU), as well as a variance request for a five-foot setback encroachment on the alley side. She noted that, at the time of original development, 10-foot front setbacks were applied along both Crestview Drive and an unnamed 20-foot-wide street. The unnamed street functions like an alley and therefore is treated like one. She noted that double front setbacks are not common and are typically applied due to specific site conditions. She added they are usually seen on waterfront properties. Neighboring properties within this block have been approved to encroach up to five feet into the 10-foot alley setback through a modification permit with the justification that no minimum setbacks are required for a back alley that is at least 20 feet wide. Therefore, the five-foot encroachment would be consistent with the neighboring properties and would not result in additional floor area.

She confirmed that the project is consistent with the City’s Zoning Code and Local Coastal Program (LCP) and does not impact any coastal resources, coastal views, or public coastal access.

In response to Chair Harris’ inquiry, all commissioners confirmed that they have had no ex parte communications on this item.

Chair Harris opened the public hearing.

In response to Chair Harris’ inquiry, Manzer + Associates Principal Bruce Manzer (Applicant) confirmed that he agrees with the Conditions of Approval.

Chair Harris closed the public hearing.

Motion made by Secretary Langford and seconded by Commissioner Reed to approve the item as presented.

AYES: Ellmore, Gazzano, Harris, Langford, and Reed
 NOES: None
 ABSTAIN: None
 ABSENT: Rosene, Salene

**ITEM NO. 4 COMPREHENSIVE GENERAL PLAN UPDATE (NEWPORT BEACH 2050 GENERAL PLAN) (pa2022-080)
 Site Location: Citywide**

Summary:

A General Plan Amendment that would comprehensively update the 2006 Newport Beach General Plan, including the following primary components: Introduction, Vision Statement, Arts & Culture Element, Harbor, Bay, and Beaches Element, Historical Resources Element, Land Use Element, Natural Resources Element, Noise Element, Recreation Element, Safety Element, Glossary, and Implementation Program. The proposed Amendment does not include changes to the adopted Circulation Element nor to the adopted and certified Housing Element and further makes no changes to allowable development limits or land use designations. For information on the update efforts, visit <https://www.newportbeachca.gov/gpupdate>.

Recommended Actions:

1. Conduct a public hearing; and
2. Adopt Resolution No. PC2026-015, recommending the City Council approval of the Newport Beach 2050 General Plan and the Addendum to the Certified Final Program Environmental Impact Report for the City of Newport Beach Housing Element Implementation Program (SCH No. 2023060699).

Acting Deputy Community Development Director Ben Zdeba noted that the Commission held a Study Session on March 19, 2026, where the General Plan Update was introduced with detailed notes on what is new within each element. He reported that an addendum has been prepared to the Housing Implementation Program Environmental Impact Report to provide environmental clearance under the California Environmental Quality Act (CEQA), finding that there are no substantial changes or new impacts due to the revised General Plan. He added that the City is engaging in Senate Bill 18’s tribal consultation requirements, reporting that the City received responses from three tribal representatives – one not wishing to consult and two wishing to

consult. He noted that one consultation is ongoing and is expected to conclude prior to when the City Council considers adopting the General Plan Update in June 2026.

Acting Deputy Community Development Director Zdeba reported that the Board of Library Trustees, City Arts Commission, Harbor Commission, Parks, Beaches & Recreation Commission, and Water Quality/Coastal Tidelands Committee have all recommended adoption of the draft elements related to their respective work. He added that the Planning Commission is being asked to recommend approval of the entire General Plan because most of the elements include land use matters. He noted that Table LU-1 has not yet been completely updated with all the City's anomaly limits, as staff is still looking to add information about changes or transfers with a cross-reference to the proper reference documentation.

Acting Deputy Community Development Director Zdeba noted that the General Plan is intended to live online in a user-friendly format, displaying a sample of how it will appear. He stated that key takeaways for the Commission are that there are no changes to development limits or land use patterns, the General Plan has been streamlined from 2006, it complies with State law, it had its preparation led by community members who refreshed it to match the community's vision, and has the support of the General Plan Advisory Committee (GPAC) and General Plan Update Steering Committee (GPUSC). He added that the cover page may be updated before it is presented to the City Council, along with a title switch to include the document's planning horizon of 2050.

In response to Chair Harris' inquiry, all commissioners confirmed that they have had no ex parte communications on this item.

Chair Harris opened the public hearing.

Mr. Mosher noted that not all the policies were discussed by the GPAC. He noted that the Circulation Element is missing and inquired if it will be presented online, adding that it would be rare not to include it. He added that the Housing Element is similar, acknowledging that it changes more rapidly and extensively. He noted that the GPAC did not look at the Circulation Element to assess consistency. He expressed concerns about the Overview's understated projections for a population growth of only 3,700, when considering the City's rezoning program for 8,174 new housing units due to the City's Regional Housing Needs Allocation (RHNA). He recommended having a full printed copy available to the public in the Council Chambers' lobby for the City Council's April 28, 2026, General Plan Study Session.

Acting Deputy Community Development Director Zdeba confirmed that the Circulation Element will be part of the online version of the General Plan. He added that staff is still working on how to incorporate the Housing Element online due to its complexity and because it does not integrate well into the planned structure, adding that it could be presented as a Portable Document Format (PDF). He noted that the Housing Element is also updated on a different cycle than the rest of the General Plan.

In response to Chair Harris' inquiry, Acting Deputy Community Development Director Zdeba confirmed that staff is reviewing Mr. Mosher's written comments, confirming that applicable refinements can be made. He noted that the General Plan is not expected to be presented to the City Council for approval until June 23, 2026, allowing for time to make some refinements.

In response to Commissioner Gazzano's inquiry, Acting Deputy Community Development Director Zdeba noted that there are discussions in the Zoning Code of which documents supersede others in the event of a conflict. He added that clarity and consistency can be added to the General Plan's introduction if it contradicts the Housing Element.

Secretary Langford agreed with Commissioner Gazzano about contradictory statements, noting the City's focus on keeping the Housing Element compliant. He stated that the Housing Element should prevail in any sort of conflict so that the City does not face the State's ire.

Chair Harris closed the public hearing.

Motion made by Commissioner Ellmore and seconded by Commissioner Gazzano to approve the item as presented.

AYES: Ellmore, Gazzano, Harris, Langford, and Reed
 NOES: None
 ABSTAIN: None
 ABSENT: Rosene, Salene

VIII. STAFF AND COMMISSIONER ITEMS

ITEM NO. 5 MOTION FOR RECONSIDERATION - None

ITEM NO. 6 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

Community Development Director Jaime Murillo reported that the May 7, 2026, meeting will be cancelled, and the meeting on May 21, 2026, will include three items, including a Study Session about a grant from the Southern California Association of Governments (SCAG) providing a consultant to evaluate the City's mixed-use zoning districts. He reported that the California Coastal Commission (CCC) has approved the City's LCP amendment that completes the Housing Element's rezoning efforts. He added that the CCC did suggest modifications that will be brought to the City Council for approval. He stated that, due to Commissioner Rosene's absence tonight, the next meeting will feature his requested discussion of street parking standards near the Ziani community.

In response to Chair Harris' inquiry, Community Development Director Murillo stated that the most significant CCC change to the City's amendments involves potential housing for sites with a base zoning of recreation or visitor-serving commercial; however, the change strikes a balance which he considers a victory.

ITEM NO. 7 REQUESTS FOR EXCUSED ABSENCES

Chair Harris stated that he may miss the May 21, 2026, meeting.

IX. ADJOURNMENT – With no further business, Chair Harris adjourned the meeting at 6:48 p.m.

The agenda for the April 23, 2026, Planning Commission meeting was posted on Thursday, April 16, 2026, at 2:25 p.m. in the Chambers binder, on the digital display board located inside the vestibule of the Council Chambers at 100 Civic Center Drive, and on the City's website on Thursday, April 16, 2026, at 2:18 p.m.

Tristan Harris, Chair

Jonathan Langford, Secretary

**NEWPORT BEACH PLANNING COMMISSION MINUTES
CITY COUNCIL CHAMBERS – 100 CIVIC CENTER DRIVE
THURSDAY, MAY 21, 2026
REGULAR MEETING – 6:00 P.M.**

I. CALL TO ORDER - 6:00 p.m.

Due to Chair Harris' absence, Vice Chair Salene ran the meeting.

II. PLEDGE OF ALLEGIANCE – Commissioner Rosene

III. ROLL CALL

PRESENT: Vice Chair David Salene, Secretary Jonathan Langford, Commissioner Michael Gazzano, Commissioner Greg Reed, Commissioner Mark Rosene

ABSENT: Chair Tristan Harris, Commissioner Curtis Ellmore

Staff Present: Deputy City Manager Ben Zdeba, City Traffic Engineer Kevin Riley, Assistant City Attorney Yolanda Summerhill, Administrative Assistant Clarivel Rodriguez, Department Assistant Beatriz Avila, Principal Planner Liz Westmoreland, Assistant Planner Jerry Arregui

IV. PUBLIC COMMENTS – None

V. REQUEST FOR CONTINUANCES

Deputy City Manager Ben Zdeba requested to continue Item No. 1 because there were not enough voting members who attended the April 23rd meeting present to approve the minutes. He recommended that the item be continued to the Commission's next meeting on June 4th.

VI. CONSENT ITEMS

ITEM NO. 1 MINUTES OF APRIL 23, 2026

Recommended Action: Approve and file

The item was continued to the June 4th meeting.

VII. PUBLIC HEARING ITEMS

ITEM NO. 2 SOL COCINA PATIO EXPANSION (PA2025-0199)

Site Location: 251 East Coast Highway (restaurant) and offsite parking at 151 and 201 East Coast Highway and APNs 050-451-03 and 050-451-57

Summary:

A request for a conditional use permit and coastal development permit to permanently retain a 641-square-foot outdoor dining patio (Detached Patio) at SOL Mexican Cocina (Restaurant), to expand the existing Type 47 (On-Sale General – Eating Place) Alcohol Beverage Control (ABC) License to include the Detached Patio, and to reauthorize off-site parking on the waterfront of Balboa Marina, identified as 151 and 201 East Coast Highway and Assessor Parcel Numbers 050-451-03 and 050-451-57. As proposed, hours of operation for the Restaurant and existing attached patio will remain as currently operating, from 10 a.m. to 12 a.m., daily (i.e., late hours), with live entertainment authorized until 11 p.m. in the interior of the

Restaurant. The hours of operation for the proposed Detached Patio will be from 10 a.m. to 10 p.m., daily. No dancing is proposed. If approved, the operator will be required to obtain an operator license from the Newport Beach Police Department as the project includes alcohol service with live entertainment and late hours. Approval of the project will supersede Use Permit Nos. UP621 and UP651 and Accessory Outdoor Dining Permit Nos. OD49 and OD49A.

Recommended Actions:

1. Conduct a public hearing;
2. Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 under Class 1 (Existing Facilities) and 15303 under Class 3 (New Construction or Conversion of Small Structures) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment; and
3. Adopt Resolution No. PC2026-016 approving the Conditional Use Permit and Coastal Development Permit filed as PA2025-0199 (Attachment No. PC 1).

Principal Planner Liz Westmoreland reported that the item is for a Coastal Development Permit (CDP) and Conditional Use Permit (CUP) for the existing SOL Mexican Cocina restaurant at 251 East Coast Highway, with offsite parking located at the Balboa Marina. She noted that private residences are in proximity to the project on Linda Isle. She added that a temporary detached patio was permitted on a temporary basis from 2020-2023 during the pandemic, with the Planning Commission approving a permanent detached patio on September 18, 2025, including Conditions of Approval relative to restricted operating hours and noise. She reported that the application was withdrawn by the property owner prior to the effective date over concerns about reducing historic entitlements.

Principal Planner Westmoreland reported that this application includes retaining all the existing rights and entitlements for the restaurant and adding the detached patio on a permanent basis. She clarified that the detached patio would operate until 10 p.m. and the restaurant's interior operating hours would retain a closing time of midnight, with live entertainment being permissible as currently allowed, but no dancing.

Principal Planner Westmoreland reported that offsite parking is requested to continue using the Balboa Marina's parking lot. She added that the only change to existing operations is the permanent retention of the detached patio, which has generated no complaints over the past couple of years to either the Newport Beach Police Department (NBPD) or Code Enforcement. She added that the NBPD has no concerns about the alcohol service or late hours, and Conditions of Approval are designed to reduce noise concerns for Linda Isle residents. She noted that additional enforcement tools for the City are provided through the requirement of an Operator License in Condition of Approval No. 14 and a one-year review by the Community Development Director in Condition of Approval No. 15.

Principal Planner Westmoreland reported that CDP findings include that the development is consistent with development standards, not visible from coastal viewpoints, will have a transparent guardrail, and there is adequate parking.

In response to Commissioner Gazzano's inquiries, Principal Planner Westmoreland clarified that the current hours for live entertainment are not explicitly stated in the Use Permit but should generally go until about 11 p.m. She confirmed that there is not presently a live entertainment limit.

In response to Vice Chair Salene's inquiry, all commissioners stated that they had no ex parte communications on this item.

Vice Chair Salene opened the public hearing.

Keisker & Wiggle Architects, Inc. owner Gary Wiggle confirmed that the applicant agrees with the staff report and, in response to Vice Chair Salene's inquiry, confirmed that the applicant agrees to all recommended Conditions of Approval.

In response to Secretary Langford's inquiries, Mr. Wiggle stated that the only change intended for the grass area is for the grass to be revived. He added that reviving the grass will likely be part of the scope of their work installing the transparent wall. He could not confirm which side of the property line the tree in the grassy area stands on.

Secretary Langford stated that he likes having the tree in the area of the patio, as it restricts ambient noise.

Mr. Wiggle stated that the applicant has no intention of removing the tree.

Leann Benvenuti of 106 Linda Isle expressed confusion surrounding the Planning Commission's action on September 18, 2025. She added that the hearing notice for this meeting came late, and noted that many neighbors are out of town ahead of the Memorial Day holiday weekend. She called for the item to be continued until more Linda Isle residents can attend in person.

Vice Chair Salene clarified that the application heard in 2025 was withdrawn, and this is a new application.

Ms. Benvenuti stated that the Linda Isle residents supported the restaurant during the pandemic, but the concept of a full-time patio does not work for residents. She stated that the noise levels get high, especially on "Taco Tuesday," and the restaurant does not close the cantilevers at 9 p.m. as required, allowing the music to cross the bay. She stated that the decibel restrictions on the neighboring Tavern House Kitchen + Bar are not being similarly applied to this application.

Jim Mosher stated that Condition of Approval No. 8 should be amended to make the closure of doors and windows at 10 p.m. instead of 11 p.m. to match the City's standard beginning of quiet time. He added that the second sentence of Condition of Approval No. 9 erroneously refers to the partition as a petition. He reported that in 2015, the Commission approved a much larger restaurant for the west end of the parking lot and expressed concerns about parking if the approval is still active.

Mr. Wiggle stated that the applicant agrees to amend Condition of Approval No. 8 so that the doors and windows must be closed at 10 p.m. He clarified that the parking allocation for the restaurant approved in 2015 included the parking allocation for this restaurant.

Pat Simonian, a Linda Isle resident, stated that she opposes the time modifications in the Condition of Approval and expressed concerns that the hearing was happening so close to a holiday weekend, preventing residents from attending. She requested a continuance.

Principal Planner Westmoreland clarified that the detached patio becoming permanent is the only thing changing through this application, with the existing live entertainment and operational hours being retained. She noted that the prior application was withdrawn, so it has no force or effect at this time. She added that the Operator License requirement would provide an additional enforcement tool for the NBPD and that the City's Noise Ordinance will also apply to the project.

Vice Chair Salene closed the public hearing.

In response to Commissioner Rosene's inquiry, Principal Planner Westmoreland confirmed that

the Commission can amend the Conditions of Approval relative to closing times.

Commissioner Gazzano thanked Mr. Mosher for his comments about Condition of Approval No. 8, adding that he would have said the same thing.

In response to Commissioner Gazzano’s inquiry, Principal Planner Westmoreland confirmed that the Condition of Approval prohibiting amplified sound on the patios after 8 p.m. was carried over from a suggestion made by the Commission at the September 18, 2025, public hearing. She added that the 9 p.m. time for the awning to be retracted carries over from the existing Use Permit. She noted that it can be modified.

Commissioner Gazzano, in deference to residential concerns, recommended syncing the awning retraction and end of amplified music at 8 p.m. He added that 10 p.m. should be the time for the windows and doors to be closed, along with the detached patio. He added that he is agreeable to capping live entertainment at 11 p.m. because that is the current time and because the windows and doors would be closed after 10 p.m.

Commissioner Reed agreed with Commissioner Gazzano.

In response to Commissioner Reed’s inquiry, Principal Planner Westmoreland clarified that amplified sound simplistically refers to music from a speaker, including background music.

Secretary Langford noted that the detached patio has been in use for almost six years with no recent problems and making it permanent would only create a better situation through the addition of a required sound wall. He stated that he will support the application. He added that the restaurant seems to have good operations.

Vice Chair Salene reopened the public hearing.

In response to Vice Chair Salene’s inquiry, Mr. Wiggins reported that the awning generally closes by 8:30 p.m. because the customers get cool at night. He agreed to amend the Conditions of Approval to have it closed by 8 p.m.

Vice Chair Salene closed the public hearing.

Motion made by Commissioner Rosene and seconded by Commissioner Gazzano to approve the item with modifications to the Conditions of Approval requiring the awning to be retracted by 8 p.m., the doors and windows to be closed by 10 p.m., and “petition” to be changed to “partition.”

AYES: Gazzano, Langford, Reed, Rosene, and Salene
 NOES: None
 ABSTAIN: None
 ABSENT: Ellmore and Harris

ITEM NO. 3 NEWPORT BIRCH MEDICAL PLAZA (PA2025-0220)
Site Location: 20071 Birch Street

Summary:

A request to construct a new 19,156-square-foot medical building on a vacant lot. The building will feature a small lobby and parking on the ground level, with two levels of medical office space above. The interior of the building is proposed as a shell design to accommodate future medical office tenants. The project also includes uncovered surface parking spaces, circulation improvements, and landscaping along the street frontage and throughout the parking lot. The project will provide a total of 89 parking spaces. The following approvals are required to

implement the project as proposed:

- Minor Site Development Review: To allow the construction of a nonresidential building between 10,000 and 19,999 square feet of floor area, pursuant to Section 20.52.080 (Site Development Reviews) of the Newport Beach Municipal Code (NBMC).
- Minor Use Permit: To authorize the medical office use, pursuant to Section 20.90.120 (Business Park District: SP-7) [BP] of the NBMC;
- Staff Approval: To waive 7 of the 96 required parking spaces, or 7.3 % of the parking requirement, pursuant to Section 20.40.110(D) (Adjustments to Off-Street Parking Requirements – Reduction of Required Off-Street Parking by Director) of the NBMC; and
- Traffic Study: To consider the projected 643 net increase in average daily trips (ADTs), pursuant to Chapter 15.40 (Traffic Phasing Ordinance) of the NBMC.

If approved, this project will supersede the Use Permit Filed as PA2023-0172.

Recommended Actions:

1. Conduct a public hearing;
2. Find this project exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 under Class 32 (In-Fill Development Projects) of the CEQA Guidelines, because it has no potential to have a significant effect on the environment; and
3. Adopt Resolution No. PC2026-017 the Site Development Review, Minor Use Permit, Staff Approval, and Traffic Study collectively filed as PA2025-0220 (Attachment No. PC 1).

Assistant Planner Jerry Arregui reported that the subject property is a vacant lot in the Santa Ana Heights area. He added that the Commission approved a Conditional Use Permit in 2024 to relocate a Fletcher Jones Airport shuttle service to the property, but the property has since been sold. He added that the area is developed with office and medical buildings and is within the Santa Ana Heights Specific Plan in the Business Park District.

Assistant Planner Arregui reported that the project would be a new 19,156-square-foot medical office building with a shell design, so future tenants would be required to apply for commercial tenant improvements. He stated that the building has a podium structure design with parking on the ground level and two stories of medical office space above. He added that 29 of the 89 parking spaces are beneath the podium, with 60 more surrounding the building.

Assistant Planner Arregui reported that project requires a Minor Site Development Review (MSDR), a Minor Use Permit, a staff approval seven-space parking waiver, and a Traffic Study as the project will exceed 300 Average Daily Trips (ADT).

Assistant Planner Arregui stated that the key findings of the MSDR are that it is consistent with the General Plan, Zoning Code, and Specific Plan, the structures are arranged efficiently, it is compatible with adjacent development, and it has adequate landscaping and open space. He added that the project by far exceeds setback requirements and conforms to height limits. He noted that the project also complies with the Specific Plan's design guidelines and is consistent with the scale of other medical and office buildings on Birch Street within the Santa Ana Heights.

Assistant Planner Arregui reported that the Minor Use Permit findings are that the project is compatible with adjacent development and the site is suitable for medical office use. He stated that Conditions of Approval include restrictions on the operating hours and prohibitions on patient discharges or occupancy outside of the hours of operation, along with use as a hospital or urgent care facility, which ensures the use is compatible within the business park

Assistant Planner Arregui reported that the site requires 96 parking spaces, but 89 parking spaces proposed, requiring a 7-space parking waiver. He added that the Newport Beach Municipal Code (NBMC) allows for administrative parking relief, and the project is proposing a dedicated pick-up/drop-off space and bicycle parking spaces, which is sufficient to waive seven parking spaces. He added that a Condition of Approval is included to allow staff the ability to require additional parking mitigation measures if parking spill over occurs.

Assistant Planner Arregui reported that the project is expected to generate a net increase of 643 ADTs, requiring a Traffic Study that analyzed 12 intersections in the area, finding that it will not cause or worsen unsatisfactory levels of service, so no improvements or mitigations are necessary. He added that the project is subject to Traffic Impact Fair Share Fees.

In response to Secretary Langford's inquiry, Assistant Planner Arregui clarified that staff could administratively approve the parking waiver if this was an existing building being converted to medical office use. He stated that staff believes the waiver is appropriate.

In response to Vice Chair Salene's inquiries, Assistant Planner Arregui clarified that the 643 ADT increase includes a very small credit for the since-demolished single-family residence that previously existing on the site. Deputy City Manager Zdeba clarified that this area was intended to be a business park corridor but was developed with a nonconforming single-unit residence. He stated that the area's infrastructure supports this type of development, even though it seems like a drastic ADT increase. City Traffic Engineer Kevin Riley agreed and added that the figure is based on the City's usual estimation standards.

In response to Vice Chair Salene's inquiry, all commissioners stated that they had no ex parte communications on this item.

Vice Chair Salene opened the public hearing.

ACS Development Group, Inc. owner Fred Alaghband stated that the applicant agrees with the staff report and Conditions of Approval.

Diane Hornby, neighboring property manager at 20101 Southwest Birch Street, stated that medical office use is required to have a 5-space per 1,000 square feet parking ratio and added that her property currently has overflow parking problems from the apartments across the street. She added that the medical facility next to the project has requested additional parking from her property's available space She expressed her opposition to the parking waiver out of concerns that the applicant will not have enough spaces, and it will become an issue. She requested a plan for overflow parking.

Mr. Alaghband reported that his company manages other medical office buildings in Orange County, and the ideal figure for parking is a 4.5-space per 1,000 square feet ratio based on their experience. He noted that this project would exceed that ratio. He agreed to cooperate with the City should any problems arise, adding that he does not foresee any parking issues.

Vice Chair Salene closed the public hearing.

Secretary Langford noted that there is no public parking near the project. He added that he would prefer not to start with a parking deficient. He stated that if the NBMC is unsatisfactory in the parking ratios, they could consider changing it and pondered if having a second drop-off/pick-up space could be an option.

Vice Chair Salene stated that the NBMC allows for administrative parking requirement reductions

and that the proposed drop-off/pick-up space and bicycle parking which could allow for a 15% reduction, and the applicant is only asking for a 7% reduction, and are providing more than is required by the NBMC for their request.

Deputy City Manager Ben Zdeba agreed with Vice Chair Salene. He added that the City recently performed a comprehensive review and update of its commercial parking standards, with a point of discussion being whether medical facility parking requirements could be lowered. He added that the City did not change its standards because medical offices are resilient and continue to have a demand for their services even with other businesses dipping during times like the pandemic. He noted that flexibility was provided to developers with more objective waivers and stated that there is also a Condition of Approval where the City can revisit the facility's parking situation if it becomes an issue.

Commissioner Reed stated that the project is consistent with the area.

Motion made by Commissioner Reed and seconded by Commissioner Rosene to approve the item as presented.

AYES: Gazzano, Langford, Reed, Rosene, and Salene
 NOES: None
 ABSTAIN: None
 ABSENT: Ellmore and Harris

VIII. STUDY SESSION

ITEM NO. 4 RESULTS OF THE REAP 2.0 MIXED-USE STUDY (PA2025-0257)
Site Location: Citywide

Summary:

On January 13, 2026, the City Council authorized participation in the Regional Early Action Planning (REAP) 2.0 Program in partnership with the Orange County Council of Governments (OCCOG). The REAP 2.0 Program provided the City with grant-funded consultant assistance to complete Housing Element Policy Action 4H (Review Mixed-Use Zones), primarily intended to identify and reduce regulatory barriers to housing development in the City's existing mixed-use zoning districts (Study). Staff has been working with OCCOG's selected consultant, Houseal Lavigne, to prepare the Study including recommendations for potential changes to the Newport Beach Municipal Code, Local Coastal Program, and General Plan that would reduce barriers and incentivize mixed-use development. The City is not obligated to make any amendments based on the findings of the Study. Staff will share a presentation on the findings of the Study for Planning Commission review and discussion.

Recommended Actions:

1. Receive the presentation and provide direction regarding the recommendations of the Study.

Secretary Langford recused himself from the item due to a property ownership interest by his employer and a personal income source.

Principal Planner Westmoreland reported that the Regional Early Action Planning (REAP) 2.0 Program is a State initiative designed to accelerate infill housing, Affirmatively Further Fair Housing (AFFH), and reduce Vehicle Miles Traveled (VMT). She added that the Orange County Council of Governments (OCCOG) received a grant to administer the program, opting to establish

a technical consulting bench to assist its member agencies with their Housing Element Implementation Programs. She stated that the City was selected for assistance with completing Housing Element Policy Action 4H, a review of mixed-use zones, with a goal of identifying regulatory constraints against mixed-use development and recommendations for subsequent policy and code changes to encourage infill housing.

Principal Planner Westmoreland reported that the City created the mixed-use zoning districts in 2010, but the City has not experienced the amount of mixed-use development that was expected. She added that the current zoning has led to a mixed-use project at 2510 West Coast Highway, along with some scattered mixed-use developments in Balboa Village, noting that Balboa Village is attractive due to its parking overlays. She added that five of the City's six mixed-use districts are in the Coastal Zone, with Dover Westcliff being the exception.

Principal Planner Westmoreland reported on the scope of the consultant's analysis and noted that, after tonight's Study Session on the results, the City Council is also scheduled to have a Study Session at its June 23rd meeting that would include the Commission's comments. She noted that the City is not obligated to move forward with the Study's recommendations.

Assistant Planner Arregui reported that any mixed-use development in the City requires the approval of a Site Development Review (SDR), with the Zoning Administrator able to approve projects with 1-4 dwelling units and less than 10,000 square feet of non-residential floor area, and anything larger having to be approved by the Commission. He added that, because most of the mixed-use developments are also within the Coastal Zone, there is an additional requirement for a Coastal Development Permit (CDP). He noted that from a developer's perspective, public hearing for these entitlements can increase a project's complexity, extend timelines, and reduce predictability.

Assistant Planner Arregui stated that the Study tested conceptual plans for projects at sites on Dover Drive, Cannery Village, and McFadden Square to determine if they could be built under the City's zoning standards and whether they would be financially viable given considerations like construction costs, soft costs, and entitlement risk.

Assistant Planner Arregui reported that two conceptual plans were analyzed for the Dover Drive site, with a determination that the first plan, while complying with City standards, is not financially viable, and the second plan, which includes an affordable housing component, would require obtaining a parking waiver in addition to not being financially viable. He added that increasing the height of a parking deck to solve the second conceptual project's issue would also require additional discretionary approvals.

Assistant Planner Arregui reported that two conceptual plans were analyzed for Cannery Village site, with a determination that neither the first plan (a two-story project) nor the second plan (a three-story project) would meet its commercial parking requirements due to the small lot sizes and requires a parking waiver. He added that because both concept plans include two lots, the concept plans would also require a Lot Merger, and neither plan was deemed to be financially viable due to constraint on qualifying rentable space.

Assistant Planner Arregui reported that the McFadden Square analysis was for a conceptual project on a consolidated lot at 2212 and 2214 West Ocean Front. He reported that, like the conceptual plans for the previously mentioned sites, only the residential parking can be accommodated. He added that, in addition to the need for both parking waiver and lot merger applications, the conceptual project was deemed to be not financially viable.

Assistant Planner Arregui reported that recommendations from the consultant that staff feel would

be appropriate for Newport Beach include allowing administrative approval for small mixed-use developments and allowing for a minimum of two residential units. He added that another recommendation was having mixed-use development residential parking requirements based on the number of bedrooms, which incentivizes smaller units. He added that there is a recommendation to waive non-residential parking requirements for certain uses to incentivize resident and visitor uses, noting that there is a similar and successful program in Balboa Village. He reported that a recommendation not supported by staff is to have an administrative waiver for all commercial and residential uses, adding that part of the concern is due to most of the mixed-use areas are located in the Coastal Zone, where these recommendations could create coastal access issues.

Assistant Planner Arregui reported that recommendations supported by staff also include allowing upper floors residential units to be allowed within the 100-foot setback from Coast Highway in the Mariner's Mile Mixed-Use Zone and only requiring common open space for projects with four or more units to make smaller projects more efficient on small lots. He noted that many mixed-use developments are in high-resource areas where outdoor activity space already exists. He added that staff does not agree with the recommendation to increase the residential Floor Area Ratio (FAR), as it is likely to lead to larger units, instead of additional units. He stated that a staff-supported recommendation is to increase the height limit in Dover Westcliff to 55 feet for flat roofs and 60 feet for sloped roofs because it is not in the Coastal Zone, but staff does not support the recommendation to remove discretionary review for increases in height limits in all mixed-use zones due to potential Coastal Zone issues.

Principal Planner Westmoreland reported that the final recommendation supported by staff is to redefine non-residential uses on the first floor for affordable housing projects to include resident-serving amenities such as a gym or community room. She stated that the Study has shown that the City does have zoning barriers to housing development, with changes that can be made to incentivize development. She added that affordable housing is challenging, if not infeasible, in smaller mixed-use developments because the economics are difficult enough even without the affordable housing component. She recommended community and industry outreach if the City wishes to enact the Study's recommendations and cautioned that factors exist beyond the City's control, including market conditions, funding sources, and the many small lots in Newport Beach's mixed-use areas.

In response to Commissioner Rosene's inquiry, Principal Planner Westmoreland clarified that the current Mixed-Use Zoning Code was implemented in 2010, but some areas had existing specific plans that allowed mixed-use development under old zoning regulations.

Commissioner Rosene stated that the concept here seems to be to incentivize residential development and pondered whether some areas could benefit from an Overlay Zone that would waive the mixed-use component and not require a commercial use. He added that this would allow developers to get creative on housing projects while adhering to appropriate densities.

In response to Commissioner Gazzano's inquiry, Principal Planner Westmoreland confirmed that the City's goal through this Study is to incentivize mixed-use developments viewed through the lens of creating more housing opportunities.

In response to Commissioner Gazzano's inquiry, Principal Planner Westmoreland stated that the land cost is likely lumped in with the economic analysis used to determine if the conceptual projects would be financially viable because the Return on investment calculation would include the cost of purchasing the property. Consultant Robert Kain, of Houseal Lavigne confirmed that the cost of the land is factored into the costs of the conceptual developments but does not have its own specific listing in the report.

Commissioner Gazzano requested a specific notation of the cost of the land for the conceptual plans because the costs can vary widely around the City. He added that potential purchasers have looked at 881 Dover Drive but could not offer the current landowner enough money to sell it.

In response to Commissioner Gazzano's inquiry, Principal Planner Westmoreland agreed that land costs would be included in the economic viability analysis prior to the City Council study session.

Commissioner Gazzano clarified that his request is to include the land costs as a separate item in the economic analysis.

Commissioner Gazzano recommended adding a requirement for the residential use to be over 50% of the floor area to ensure that the City is getting the benefit of the housing units. He also recommended consideration of expanding the City's mixed-use zones.

Commissioner Reed agreed with Commissioner Gazzano's call to separately list the hard costs, soft costs, and land costs of the conceptual projects.

Vice Chair Salene opened public comment.

Mr. Mosher stated that 881 Dover Dr. currently has a Housing Overlay, allowing the current property owner to develop 100% residential with a minimum density requirement. He expressed confusion over the goals of the study relative to residential use, commercial use, and mixed-use.

Principal Planner Westmoreland confirmed Mr. Mosher's notation of the existence of a Housing Overlay over several of the areas being discussed. She clarified that the Study is looking at mixed-use zoning districts Citywide, adding that the potential project sites in Dover Westcliff are by far the largest the City can offer for mixed-use. She noted that mixed-use zoning without a Housing Overlay does not allow for 100% residential development, and the Study is aimed at discovering barriers to development in these areas under the City's current codes.

Vice Chair Salene closed public comment.

Vice Chair Salene expressed concerns about the consistent discussion of parking waivers as developments come to the Commission, noting how hard it can be to find available parking in parts of Newport Beach. He expressed concerns about granting more parking waivers for the sole purpose of encouraging more residential development. He agreed with the Study's recommendation of removing common open space requirements from smaller projects as the mixed-use zones are located in areas with recreational amenities. He stated that waiving any required parking spaces in some areas of the City is difficult.

In response to Vice Chair Salene's inquiry, Assistant City Attorney Yolanda Summerhill stated that staff has received reasonable feedback from the Commission to bring to the City Council.

Vice Chair Salene closed the Study Session.

IX. DISCUSSION ITEM

ITEM NO. 5 CITY TRAFFIC ENGINEER UPDATES (PA2026-0085)

Site Location: Citywide

In response to previous Planning Commission inquiries, City Traffic Engineer Kevin Riley will present updates on the warrant study for a stop sign at Cliff Drive and Kings Place and

the potential for on-street parking on the south side of Ridge Park Road near the Ziani Community.

Secretary Langford returned to the meeting.

Assistant City Attorney Summerhill reported that Commissioner Reed's residence is near the first site the item will discuss, but he does not have a conflict regarding the second half of the forthcoming discussion. She recommended discussing the two sites separately, allowing Commissioner Reed to recuse himself from the first half but participate in the second half.

Commissioner Reed left the meeting.

Traffic Engineer Riley reported that at a previous Commission meeting, there were public comments about traffic safety at the intersection of Cliff Dr. and Kings Place with a request to consider an all-way stop sign. He added that the California Manual on Uniform Traffic Control Devices (CAMUTCD) lists causes that warrant the addition of an all-way stop, but the intersection does not meet the minimum traffic volume requirements, there have been no broadside collisions at the intersection correctable by an all-way stop over the past ten years according to the NBPD's database, and the visibility is not a concern. He stated that the only other option available is a finding of a lack of reasonable gaps in traffic.

Traffic Engineer Riley reported that 85% of the 5,408 daily vehicles use Cliff Dr., which is too disproportionate to constantly stop it. He stated that the only two collisions at the intersection over the past 10 years were single-car accidents in which the vehicles hit a tree and a curb. He added that there is a vertical curve on Cliff Dr. at an 8% grade to the east of the intersection and 2% to the west, allowing motorists on Kings Place to see 400 feet to the west and 300 feet to the east, which is more than satisfactory visibility. He stated that there are reasonable gaps in the Cliff Dr. traffic for vehicles to enter off Kings Place, even during peak school windows.

Traffic Engineer Riley did not recommend an all-way stop but added that, once the recently approved development at 601 Dover Dr. is fully occupied, the gaps in traffic can be reassessed.

Commissioner Rosene stated that speed has been the biggest issue when he has gone through this intersection. He questioned why the nearby intersection of Cliff Dr. and Signal Road qualified for an all-way stop when this intersection does not. He pondered if traffic-calming measures, including a crosswalk, would help slow traffic through the intersection. He noted that many residents said that an all-way stop was needed when the Commission held its public hearing for the development at 601 Dover Dr.

Traffic Engineer Riley stated that the intersection does not experience many pedestrians, and the corners lack Americans with Disabilities Act (ADA) compliant ramps that would lead to a crosswalk. He stated that he could not speak to the past determination that led to the all-way stop at Signal Road, as it has likely been in place for many years.

Commissioner Gazzano echoed Commissioner Rosene's thoughts about the intersection's speed and the discrepancy with the all-way stop at Signal Road.

In response to Commissioner Gazzano's inquiries, Traffic Engineer Riley reported that speeding is not a consideration to justify an all-way stop sign per the CAMUTCD. He theorized that an all-way stop sign would be ignored by the more voluminous Cliff Dr. drivers when seeing no awaiting vehicles on Kings Place. He stated that staff has considered installing a driver feedback speed radar sign on Cliff Dr. adjacent to Ensign Intermediate School. He stated that, in addition to the driver feedback signs, bicycle lanes can function as a soft mitigator for speed by narrowing the

vehicular lane. He added that stenciling the 30-mile-per-hour speed limit onto the roadway is another option. He stated that the traffic volume needed for an all-way stop is not even close to the CAMUTCD threshold, there are essentially no injury-based collisions reported to the NBPD, and the visibility level is acceptable because there is no street parking.

Commissioner Gazzano recommended revisiting the matter after the development at 601 Dover Dr. is built out.

Vice Chair Salene opened public comment, and there was none.

Commissioner Reed returned to the meeting.

Traffic Engineer Riley reported that Commissioner Rosene requested an evaluation of possible street parking on Ridge Park Road adjacent to the Ziani community. He stated that the stretch of Ridge Park Road has both horizontal and vertical curvature, which is likely why the no parking zone was instituted. He stated that he contemplated street parking to the east of the last no parking sign on the south side of the road and found that removing the last sign would create 130 feet of parking for a total of five spaces. He added that staff can assess the parking need over a weekend when there is more demand and determine if the five spaces are needed.

Commissioner Rosene clarified that he is not advocating for parking at the entrance to Pacific Ridge due to sightline obstruction but encouraged Traffic Engineer Riley to tour the area over the weekend when there is a significant number of hikers, mountain bikers, and people playing soccer at Coastal Peak Park. He noted that he is one of the people often challenged to find parking to access the parks, adding that people already park in the area they are discussing.

Traffic Engineer Riley reported that he did visit the area and observed vehicles parked in the area being discussed. He stated that he would take another look over the weekend and discuss the matter further with the Planning Department.

Commissioner Rosene stated that the community would benefit from formally opening the additional spaces.

Commissioner Gazzano reported that many people park in the area to go hiking while avoiding a parking fee closer to Pacific Coast Highway at the base of the trail. He agreed from past experiences that parking is tough to come by at the top of the trail in the area being discussed.

In response to Commissioner Gazzano's inquiry, Traffic Engineer Riley clarified that there is a descending vertical curve heading eastbound on Ridge Park Road impacting visibility for the remainder of the no parking zone on the south side of the road.

Vice Chair Salene opened public comment, and there was none.

Vice Chair Salene closed the discussion.

X. STAFF AND COMMISSIONER ITEMS

ITEM NO. 6 MOTION FOR RECONSIDERATION - None

ITEM NO. 7 REPORT BY THE COMMUNITY DEVELOPMENT DIRECTOR OR REQUEST FOR MATTERS WHICH A PLANNING COMMISSION MEMBER WOULD LIKE PLACED ON A FUTURE AGENDA

Deputy City Manager Zdeba reported that the May 26th City Council Agenda includes an Ordinance with Housing Element Implementation Program amendments to make the Housing Opportunity Overlays effective in the Coastal Zone, adding that it has received approval from the California Coastal Commission with some requested modifications. He added that the NBMC amendments relative to tobacco retailers will also be before the City Council on May 26th, noting that they were reviewed by the Commission. He reported that the June 4th Commission meeting will feature the 1400 Dove townhome project, and the June 18th meeting will feature the Westcliff at Dover residential development.

In response to Commissioner Gazzano's inquiry, Deputy City Manager Zdeba confirmed that the Commission's decision about driveway access at 2350 Bristol St. was appealed and will be heard by the City Council on June 23rd.

ITEM NO. 8 REQUESTS FOR EXCUSED ABSENCES - None

- XI. **ADJOURNMENT** – With no further business, Vice Chair Salene adjourned the meeting at 7:45 p.m.

The agenda for the May 21, 2026, Planning Commission meeting was posted on Friday, May 15, 2026, at 2:15 p.m. in the Chambers binder, on the digital display board located inside the vestibule of the Council Chambers at 100 Civic Center Drive, and on the City's website on Friday, May 15, 2026, at 1:57 p.m.

David Salene, Vice Chair

Jonathan Langford, Secretary

June 4, 2026, Planning Commission Item 2 Comments

These comments on a Newport Beach Planning Commission [agenda](#) item are submitted by:
Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229).

Item No. 2. MINUTES OF MAY 21, 2026

The passages in *italics* are from the [draft minutes](#), with corrections suggested in **strikeout underline** format.

Page 5 of 13, main minutes paragraph 3: “Assistant Planner Arregui reported that ***the project requires a Minor Site Development Review (MSDR), a Minor Use Permit, a staff approval for the seven-space parking waiver, and a Traffic Study as the project will exceed 300 Average Daily Trips (ADT).***”

Page 6 of 13, paragraph 1, sentence 1: “Assistant Planner Arregui reported that the site requires 96 parking spaces, but 89 parking spaces ***are*** proposed, requiring a 7-space parking waiver.”

Page 6 of 13, paragraph 1, sentence 3: “He added that a Condition of Approval is included to allow staff the ability to require additional parking mitigation measures if parking ***spill-over spillover*** occurs.”

Page 6 of 13, paragraph 4, sentence 1: “In response to Vice Chair Salene’s inquiries, Assistant Planner Arregui clarified that the 643 ADT increase includes a very small credit for the since-demolished single-family residence ***that*** previously existing on the site.”

Page 6 of 13, last full paragraph, sentence 1: “Secretary Langford noted that there is no public parking near the project. He added that he would prefer not to start with a parking ***deficient deficit***.”

Pages 6 to 7 of 13, run-over paragraph: “Vice Chair Salene stated that the NBMC allows for administrative parking requirement reductions and that the proposed drop-off/pick-up space and bicycle parking ***which*** could allow for a 15% reduction, and the applicant is only asking for a 7% reduction, and ***are is*** providing more than is required by the NBMC for their request.”

Page 8 of 13, last full paragraph, last sentence: “He added that, in addition to the need for both ***a*** parking waiver and lot merger applications, the conceptual project was deemed to be not financially viable.”

Page 9 of 13, first partial paragraph, last sentence: “He reported that a recommendation not supported by staff is to have an administrative waiver for all commercial and residential uses, adding that part of the concern is ***due to that*** most of the mixed-use areas are located in the Coastal Zone, where these recommendations could create coastal access issues.”

Page 9 of 13, full paragraph 1, sentence 1: “Assistant Planner Arregui reported that recommendations supported by staff also include allowing upper ***floors floor*** residential units to be allowed within the 100-foot setback from Coast Highway in the Mariner’s Mile Mixed-Use Zone and only requiring common open space for projects with four or more units to make smaller projects more efficient on small lots.”

Page 9 of 13, last paragraph 1, sentence 1: *“In response to Commissioner Gazzano’s inquiry, Principal Planner Westmoreland stated that the land cost is likely lumped in with the economic analysis used to determine if the conceptual projects would be financially viable because the Return on ~~investment~~ Investment calculation would include the cost of purchasing the property.”*

Page 12 of 13, partial paragraph at top, full sentence 2: *“He stated that the traffic volume ~~needed for an all-way stop~~ is not even close to the CAMUTCD threshold needed for an all-way stop, there are essentially no injury-based collisions reported to the NBPD, and the visibility level is acceptable because there is no street parking.”*

Page 12 of 13, paragraph 1, last sentence: *“He reported that the June 4th Commission meeting will feature the ~~1400~~ 1300 Dove townhome project, and the June 18th meeting will feature the Westcliff at Dover residential development.”* [note: the [video](#) confirms the address was announced correctly as “1300”.]



CITY OF NEWPORT BEACH PLANNING COMMISSION STAFF REPORT

June 4, 2026
Agenda Item No. 3

SUBJECT: 1300 Dove Townhomes (PA2025-0170)

- Zoning Code Amendment
- Major Site Development Review
- Vesting Tentative Tract Map
- Affordable Housing Implementation Plan
- Development Agreement
- Addendum to the Newport Beach General Plan Housing Implementation Program EIR

SITE LOCATION: 1200 and 1300 Dove Street and 4041 MacArthur Boulevard

APPLICANT: Sean Matsler with Cox, Castle, & Nicholson, LLP

OWNER: AG Redstone Owner, L.P., A Delaware limited partnership

PLANNER: Oscar Orozco, Associate Planner
949-644-3219, oorozco@newportbeachca.gov

PROJECT SUMMARY

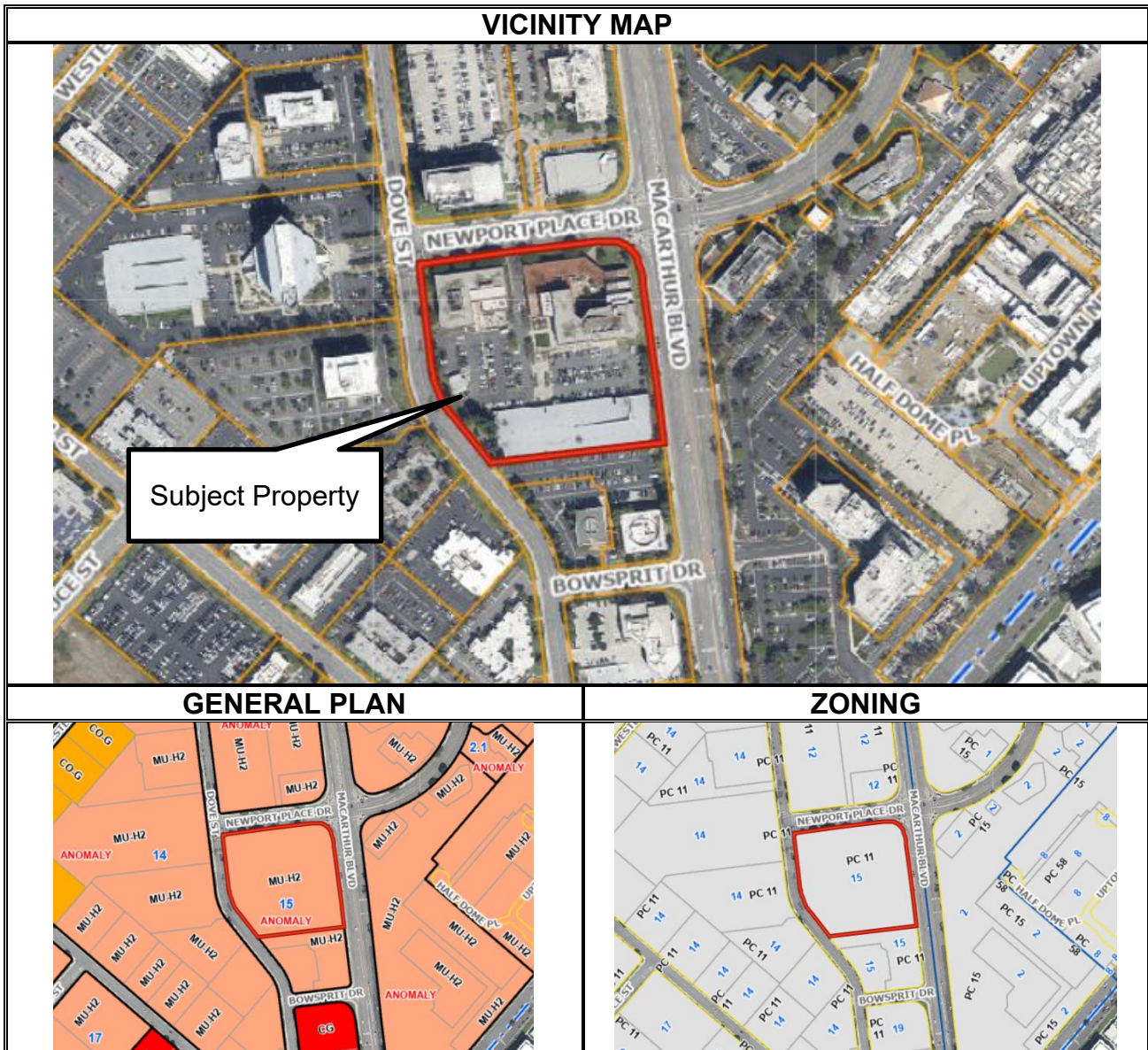
A request to authorize the development of a 132-unit, for-sale, residential townhome community including 7 units affordable to very low-income households on an existing office site. The proposed development includes the demolition of two existing office buildings and an existing parking structure and the construction of two-, three- and four-bedroom townhomes ranging from 1,251 to 2,562 square feet. The development includes a two-car garage for each unit and 40 uncovered guest parking spaces for a total of 304 on-site parking spaces. The 132 units will be distributed within 36 buildings, with units arranged in two- and eight-unit buildings. The buildings have a maximum structure height ranging from approximately 37 to 47 feet above established grade. The development will provide resident-serving amenities, including outdoor courtyards with barbeque, a pizza oven, covered seating, a fire pit, and a game lawn. Additionally, a publicly accessible pedestrian “strada” improved with landscaping and seating areas is proposed along the MacArthur Boulevard frontage. Onsite and offsite public improvements such as updating the storm drain, sidewalks, and driveways are included in project implementation (Project). To implement the Project, the request requires the following approvals from the City:

- **Zoning Code Amendment** - An amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the Newport Beach Municipal Code (NBMC) to include the Project Site in the Housing Opportunity Sites Overlay in the HO-1- Airport Area Environs Map;

- **Major Site Development Review (SDR)** - A major site development review in accordance with Section 20.52.080 (Site Development Reviews) of the NBMC for five or more units with a tentative tract map;
- **Vesting Tentative Tract Map (VTTM)** - A vesting tentative tract map to allow for an airspace subdivision of the individual residential units on a 6.5-acre parcel, pursuant to Chapter 19.12 (Tentative Map Review) of the NBMC;
- **Affordable Housing Implementation Plan (AHIP)** - A plan specifying how the Project would meet the City's affordable housing requirements pursuant to Chapter 20.32 (Density Bonus) of the NBMC and Government Code Section 65915 (Density Bonus Law);
- **Development Agreement (DA)** - A Development Agreement between the Applicant and the City, pursuant to Section 15.45.020 (Development Agreement Required) of the NBMC, which would provide the Applicant with the vested right to develop the Project for a term of 10 years and to provide negotiated public benefits to the City; and
- **Addendum to the Newport Beach General Plan Housing Implementation Program EIR (Addendum No. 1)** - Pursuant to the California Environmental Quality Act (CEQA), the Addendum addresses reasonably foreseeable environmental impacts resulting from the Project.

RECOMMENDATION

- 1) Conduct a public hearing;
- 2) Adopt Resolution No. PC2026-018 (Attachment No. PC 1) recommending City Council approval of the Addendum No. 1 to the Certified Final Programmatic Environmental Impact Report for the City of Newport Beach Housing Implementation Program (SCH No. 2023060699), Zoning Code Amendment, Major Site Development Review, Vesting Tentative Tract Map, Affordable Housing Implementation Plan, and Development Agreement for the 1300 Dove Townhomes Project located at 1200 and 1300 Dove Street and 4041 MacArthur Boulevard (PA2025-0170).



LOCATION	GENERAL PLAN	ZONING	CURRENT USE
ON-SITE	Mixed-Use Horizontal (MU-H2)	Newport Place Planned Community (PC-11) in the Professional & Business Office Site 4 sub-area within the residential overlay	Office
NORTH	MU-H2	PC-11 in the Professional & Business Office Site 5 sub-area within the residential overlay	Office
SOUTH	MU-H2	PC-11 in the Professional & Business Office Site 4 sub-area within the residential overlay, HO-1 Overlay Zoning District	Office
EAST	MU-H2	PC-15 Koll Center	Office
WEST	MU-H2	PC-11 in the Professional & Business Office Site 1 & 2 sub-area, HO-1 Overlay Zoning District	Office

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INTRODUCTION

Project Setting

The Project Site is 6.5 acres, addressed as 1200 and 1300 Dove Street and 4041 MacArthur Boulevard, and located on the southwest corner of the Von Karman Avenue and MacArthur Boulevard intersection, shown in Figure 1 (Project Site). It is currently improved with a 125,249-square-foot, five-story office building, a 48,715-square-foot, three-story office building, a 137,557-square-foot three level parking structure and surface parking lot.

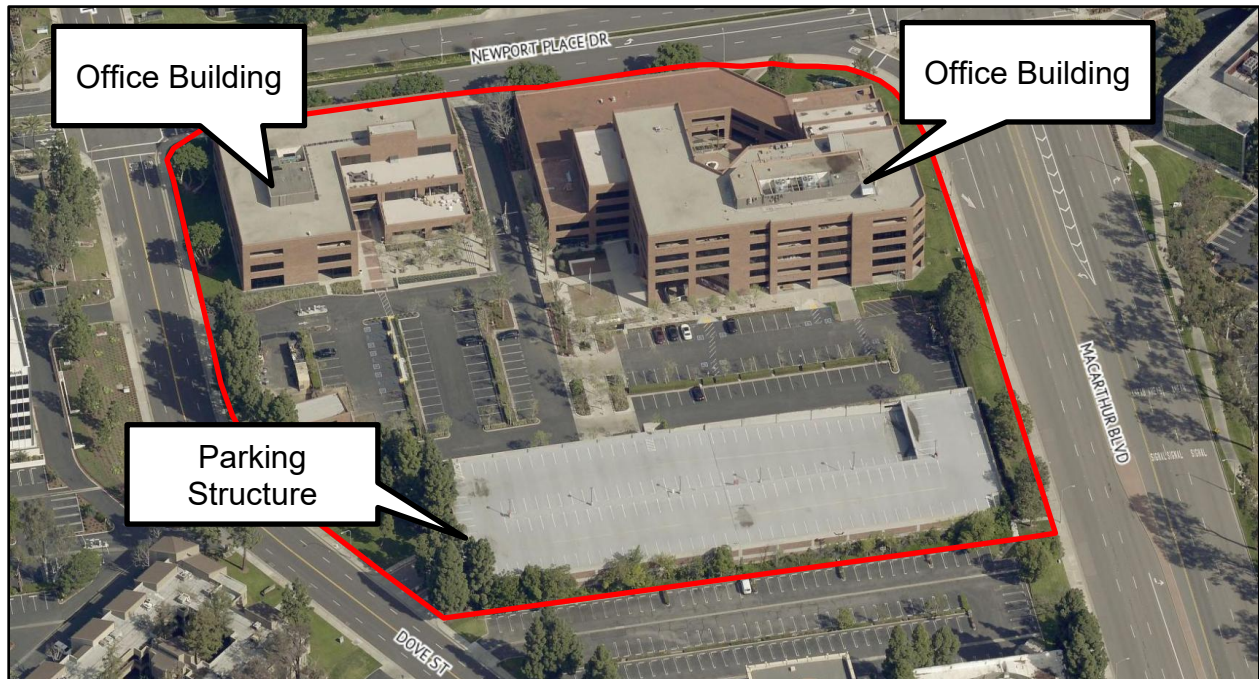


Figure 1, Birds-eye aerial image of current development on the Project Site

Project Description

The applicant proposes the demolition of all existing on-site improvements and construction of 132 dwellings. The development is organized into four building types (Types A, B, C, and D), ranging from approximately 4,991 to 15,338 square feet per building. A total of 36 residential buildings is proposed across the Project Site.

Building Types A and B consist of eight-unit, three-story structures that incorporate stacked unit configurations, while Building Types C and D consist of attached two-unit buildings in three- and four-story formats. Although building heights vary by type, all buildings remain within the allowable height limit for the site.

The unit mix includes two-, three-, and four-bedroom townhomes ranging from approximately 1,251 to 2,562 square feet. All units feature multi-story layouts with private

living areas, bedrooms, bathrooms, and outdoor private open space such as decks or patios. Parking is accommodated through private garages integrated within each building, consistent with typical condominium and duplex configurations.

A summary of the building types and associated floor areas is provided in Table 1.

Table 1 – Building Summary

	Building Type A (8 Units)	Building Type B (8 Units)	Building Type C (2 Units)	Building Type D (2 Units)	Total
Building Size (Sq. Ft.)	15,338	15,286	4,991	6,219	-
Number of Buildings	6	4	14	12	36
Total Sq. Ft.	92,028	61,143	69,877	74,629	297,677

Design and Architecture

As depicted in Figures 2 and 3 below, the Project will have a contemporary coastal inspired design with clean straight lines, large windows, stacked units, stucco siding with stone veneer accents as well as cementitious horizontal siding and wood awnings. The light, neutral tones used in the color palette enhance architectural articulation and reflect the coastal environment, while stone veneer adds texture and durability.



Figure 2, Rendering of Two-Unit Buildings from Interior Private Street



Figure 3, Rendering of an Eight-Unit Building from Interior Private Street

To enhance architectural articulation and create visual variety throughout the community, four coordinated and complementary color schemes are proposed for all condominium and duplex buildings. Each scheme, described below, uses a consistent family of paint colors, stone veneers, and stone mortar with variations in siding, stucco, and accent tones to introduce subtle contrast while maintaining overall neighborhood cohesion.

- Scheme 1 features a light, neutral palette with white trim, soft gray-green siding tones, and light stucco colors. Stone materials in with gray mortar adds texture while reinforcing the overall light appearance.
- Scheme 2 introduces slightly warmer gray tones, paired with white trim and balanced stucco colors. Warm neutral accents provide subtle variation while maintaining consistency with Scheme 1.
- Scheme 3 incorporates deeper mid-range grays for a more contemporary look. Darker entry door colors in deep brown and warm brown offer contrast, while siding and stucco remain within a controlled gray palette to ensure compatibility.
- Scheme 4 is the warmest of the four schemes, using taupe-based siding and complementary warm gray stucco colors. White trim and consistent stone treatments unify the design with the other schemes.

Across all four schemes, the roof materials are selected to complement each palette, with a range of colors depending on scheme and building type. The resulting design approach provides a unified but visually varied community character, avoiding monotony while maintaining a consistent architectural theme. Full digital materials boards with detailed color schemes and materials breakdown are provided in Attachment No. PC 4 in the Project Plans.

Access and Parking

Vehicular access to the Project Site is provided by a driveway on Newport Place Drive and a second driveway on Dove Street. The two access points connect to a private internal street that runs the full length of the development, providing a minimum 26-foot-wide vehicular path throughout the site. This internal circulation system leads to the individual two-car garages serving each unit, all of which meet the minimum garage dimensions of 17 feet 6 inches in width and 19 feet in depth. In addition to the private garage parking, 40 guest/visitor parking spaces will be provided throughout the Project Site, resulting in a total of 304 parking spaces. Figure 4 depicts the on-site circulation and the guest parking locations.

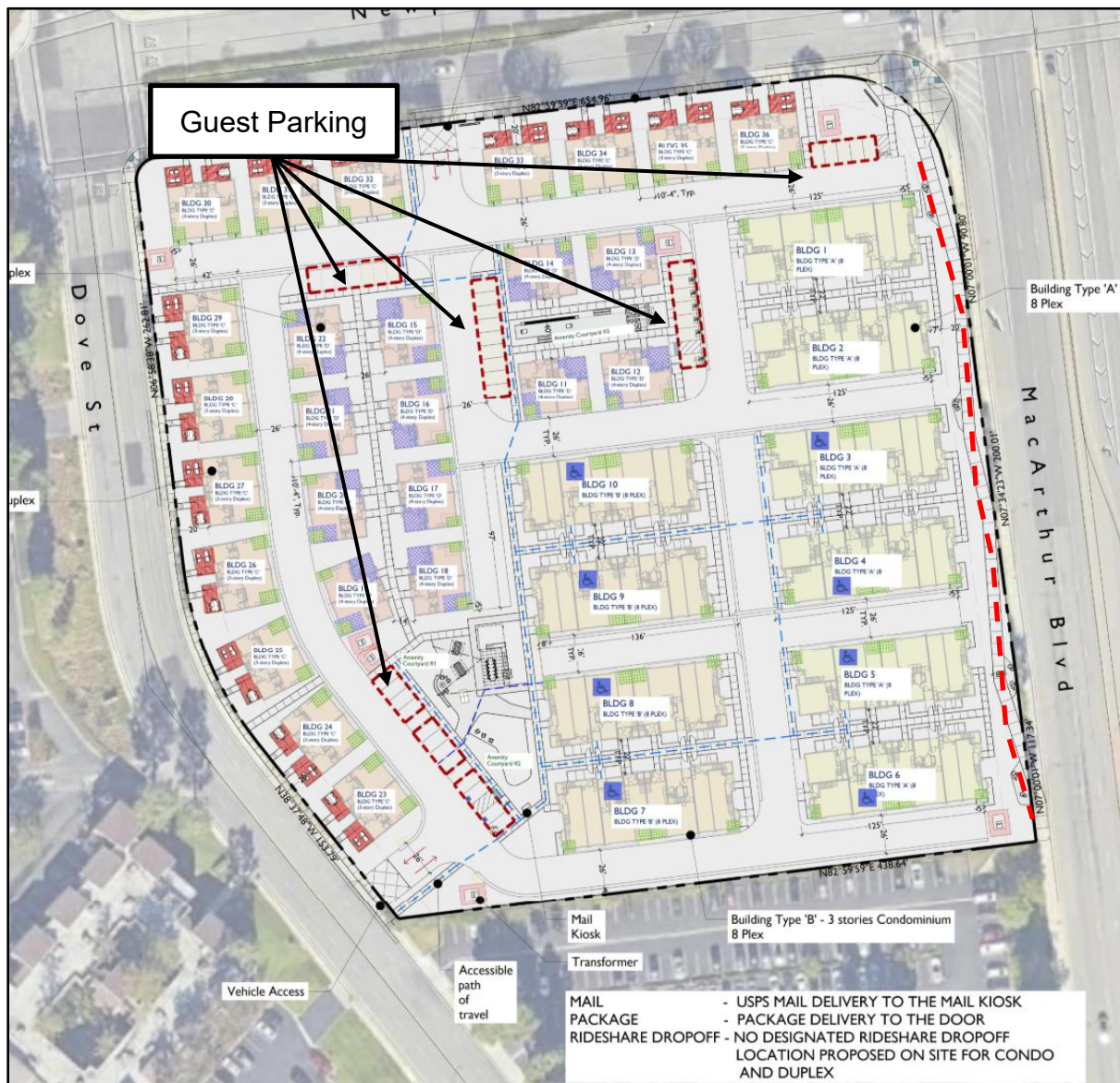


Figure 4, Private Driveways and Parking Areas

Residential Amenities

The Project provides the required private open space in the form of private balconies and courtyards for each unit, ranging from 63 square feet for the smallest unit to 127 square feet the largest unit.

In addition to the private open space, there will be three common open space courtyards with the following resident-serving amenities:

- Courtyard 1 is an approximately 2,000-square-foot outdoor dining area, which includes a shade structure, outdoor kitchen, barbeque, pizza oven, as well as an outdoor lounge which includes a seat wall, fire pit, picnic tables with umbrellas and catenary lighting overhead.
- Courtyard 2 is an approximately 2,000-square-foot open lawn intended for flexible play and activities, with seating and shade trees.
- Courtyard 3 is an approximately 1,900-square-foot courtyard with an outdoor dining area, which includes barbeques, a seat wall with bench top seating, as well as concrete steppers onto a game lawn.

Additionally, the Project includes an 8,927-square-foot Publicly Accessible Open Space (PAOS) along the MacArthur Boulevard frontage. The PAOS provides a meandering sidewalk “strada” with landscaping and seating areas to enhance the pedestrian experience, which is shown in a red-dashed line in Figure 4 on the preceding page. More detail is provided on the common open space area and the PAOS under the “Design and Open Space” header of the “Major Site Development Review” Section below.

Solid Waste and Recycling

The private garages are adequately sized to accommodate individual containers for trash, recycling, and organics while maintaining the appropriate dimensions for residential parking spaces. Due to the configuration of dwelling units proposed, the Homeowners Association will be responsible for securing waste pickup for its residents.

Subdivision and Establishment of Grade

The Project includes a request for an airspace subdivision of the units to allow for individual sale as townhomes (i.e., for condominiums purposes). It also proposes the establishment of grade for height measurement purposes for each building consistent with Section 20.30.050(B) (Establishment of Grade) of the NBMC, which allows the average of the elevation from each corner of the building to establish the grade. All individual building heights would be measured based on the established grade plane elevation for that building.

Required City Approvals

The following approvals are requested from the City to implement the Project:

- **Zoning Code Amendment** - An amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the Newport Beach Municipal Code (NBMC) to include the Project Site in the Housing Opportunity Sites Overlay in the HO-1- Airport Area Environs Map;
- **Major Site Development Review (SDR)** - A major site development review in accordance with Section 20.52.080 (Site Development Reviews) of the NBMC for five or more units with a tentative tract map;
- **Vesting Tentative Tract Map (VTTM)** - A vesting tentative tract map to allow for an airspace subdivision of the individual residential units on a 6.5-acre parcel, pursuant to Chapter 19.12 (Tentative Map Review) of the NBMC;
- **Affordable Housing Implementation Plan (AHIP)** - A plan specifying how the Project would meet the City's affordable housing requirements pursuant to Chapter 20.32 (Density Bonus) of the NBMC and Government Code Section 65915 (Density Bonus Law);
- **Development Agreement (DA)** - A Development Agreement between the Applicant and the City, pursuant to Section 15.45.020 (Development Agreement Required) of the NBMC, which would provide the Applicant with the vested right to develop the Project for a term of 10 years and to provide negotiated public benefits to the City; and
- **Addendum to the Newport Beach General Plan Housing Implementation Program EIR (Addendum No. 1)** - Pursuant to the California Environmental Quality Act (CEQA), the Addendum addresses reasonably foreseeable environmental impacts resulting from the Project.

Background

Housing Opportunity (HO) Overlay Zoning District and Amendment

On September 13, 2022, the City Council adopted the City's 6th Cycle Housing Element for the 2021-2029 planning period (Housing Element). The Housing Element was later certified as statutorily compliant with state law by the California Department of Housing and Community Development (HCD) on October 5, 2022.

On September 24, 2024, the City Council adopted Ordinance Nos. 2024-16 and 2024-17, approving amendments to Title 20 (Planning and Zoning) of the NBMC to establish the Housing Opportunity (HO) Overlay Zoning Districts (Housing Overlay) in Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) of the NBMC and to create multi-unit objective design standards (ODS) in Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC, respectively. The new sections serve to implement Policy Actions 1A through 1G and 3A in the Housing Element.

The adoption of these ordinances provided new housing opportunities within five subareas to ensure the City can meet its 6th Cycle Regional Housing Needs Assessment (RHNA) allocation: Airport Area Environs Area (HO-1), West Newport Mesa Area (HO-2), Dover-Westcliff Area (HO-3), Newport Center Area (HO-4), and Coyote Canyon Area (HO-5). These subareas correspond directly to the Focus Areas identified in Appendix B (Adequate Sites Analysis) of the Housing Element.

Properties identified as a “Housing Opportunity Site” have specific development standards conducive to residential development at the prescribed average density of 20 to 50 dwelling units per acre. The standards include but are not limited to minimum lot area, setbacks, height, open space, landscaping, and parking. The ODS are applicable to any residential project with a minimum density of 20 dwelling units per acre to ensure the high-quality design and to provide a baseline standard for new multi-unit developments throughout the City.

The Project Site is located within the Airport Area Environs Area; however, it is not identified as a housing opportunity site, as illustrated in Figure 5 below. An amendment is requested to the Housing Opportunity Overlay Zoning Districts Maps of the NBMC to include the Project Site in the Housing Opportunity Sites Overlay in the HO-1- Airport Area Environs Map.



Figure 5, Excerpt of the HO-1 (Airport Area Environs Area) Subarea

DISCUSSION

Analysis

General Plan Consistency

The Project Site is categorized as Mixed-Use Horizontal (MU-H2) by the General Plan Land Use Element. The MU-H2 Designation is intended to provide for horizontal intermixing of uses that may include regional commercial office, multifamily residential, vertical mixed-use buildings, industrial, hotel rooms, and ancillary neighborhood commercial uses. Although the Project is consistent with the intent of the MU-H2 designation, it is not required to be consistent with the underlying General Plan Land Use Designation, pursuant to Land Use Element Policy LU 4.5 (Residential Uses and Residential Densities). Policy LU 4.5 allows residential use of any Project Site included within an established HO Overlay Zoning District regardless of and in addition to the underlying land use category or density limit established in the General Plan.

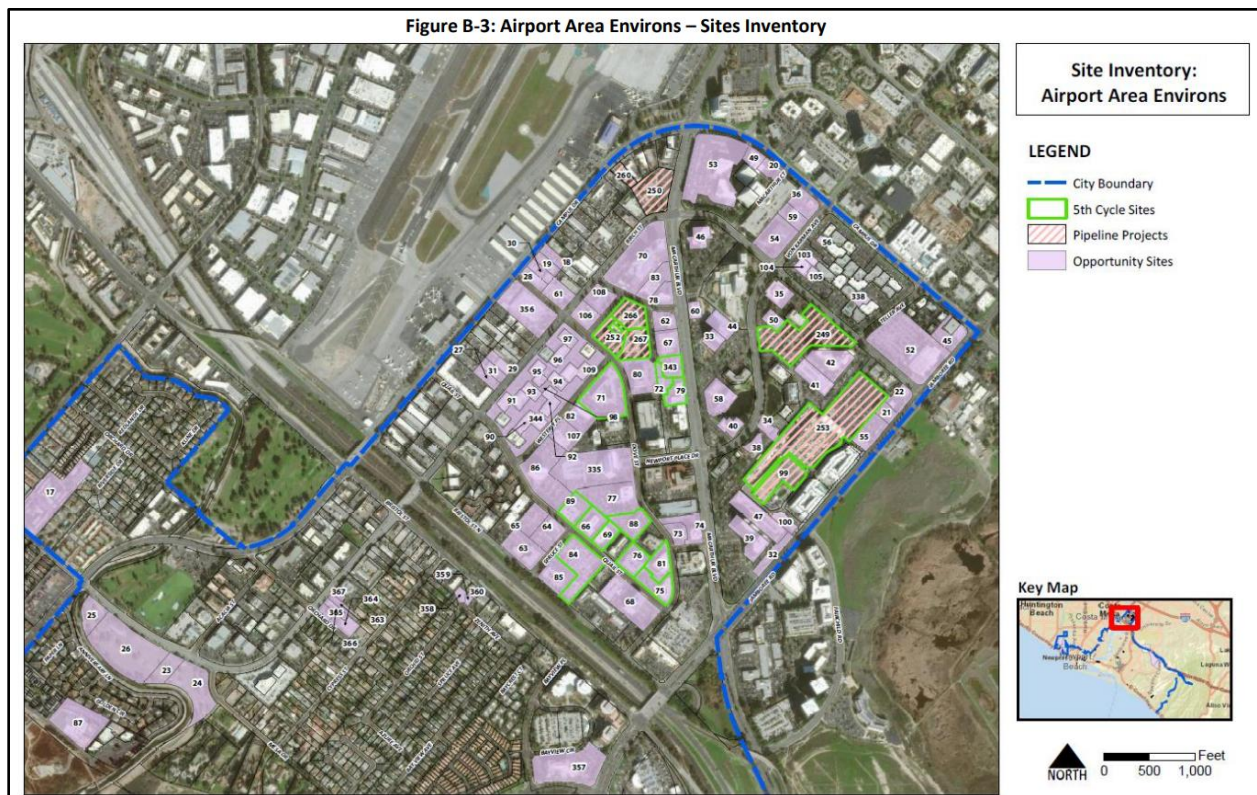


Figure 6, Figure B-3 of the Housing Element

Furthermore, the Housing Element identifies adequate sites to accommodate the City's fair share allocation of the RHNA. Figure B-3 of the Housing Element (Figure 6 above) displays the Opportunity Sites within the Airport Area Environs Focus Area. Although the Project Site was not identified as a Housing Opportunity Site, Policy LU 4.4

(Rezoning to Accommodate Housing Opportunities) indicates that additional sites can be identified through rezoning. In this case, the applicant is requesting an amendment to include the Project Site in the HO Overlay Zoning Districts of the NBMC. The amendment would not increase the number of units allocated to the HO-1 Subarea rather it would add another site to the list of eligible sites.

Ultimately, the Project implements the certified Housing Element by producing housing and aids the City in its goal to provide new housing opportunities, including housing for very-low-income households.

In addition to the above, the Project is consistent with several other Housing, Land Use, and Circulation Element policies that establish fundamental criteria for the formation and implementation of new residential development. A consistency analysis was completed and is detailed in the attached draft resolution (Attachment No. PC 1), as well as the attached General Plan Consistency Table (Attachment No. PC 2).

Zoning Code Amendment

An amendment to the Zoning Code is a legislative act. Based on State Law and the NBMC, there are no findings for either approval or denial of such amendments to the NBMC. Notwithstanding this, the requested Zoning Code Amendment to incorporate the Project Site into the HO-1 Subarea of the HO Overlay Zoning Districts is in furtherance of the Housing Element and the request is supportable for the following key reasons:

1. The Project Site is located within the Newport Place Planned Community (PC-11) Zoning District in the Professional & Business Office Site 4 Subarea. It is also within the Residential (R) Overlay, which allows for multifamily residential development on the Project Site. The R Overlay requires a minimum of 30 dwelling units per acre, where the Project proposes approximately 20 dwelling units per acre. Therefore, the applicant is seeking an amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the NBMC to include the Project Site in the HO Overlay Zoning Districts within the HO-1 (Airport Area Environs Map), where the minimum density is 20 dwelling units per acre. Because the existing PC-11 R overlay would allow residential, the Project would be consistent with the intent of the existing zoning district to provide housing.
2. The proposed Project allocates 5% of the base units (7 dwelling units) as affordable for very-low-income households, increasing the overall affordable housing supply. Specifically, the Project would include the introduction of a for-sale affordable housing product, which would diversify the City's housing stock.
3. Given the location of the Project Site in the Airport Area, which includes a mixture of service uses, hotels, Airport and commercial support services, professional offices, and new residential developments that cumulatively contain the

ingredients of a planned community, the proposed Zoning Code Amendment would not disrupt the existing uses within the Planned Community and would add to this diversity of uses, assisting the City in larger scale community planning and the provision of additional housing opportunities.

4. As illustrated in Figure 5 above, the Project Site is located within the Airport Area Environs Area, which includes numerous properties designated within the HO Overlay Zoning District. The property nearest to the site, located at 1050 Dove Street immediately to the south, is within the HO-1 subarea. The Project would be consistent with the anticipated future development of other adjacent properties within the HO Overlay Zoning District in the Airport Area Environs Area. Additionally, the Airport Area Environs Area contains a dispersed pattern of HO Overlay Zoning District sites, and because the Project site is directly adjacent to an existing housing-designated property, its inclusion within this broader development context is appropriate and not a substantial change in the anticipated character of the area. The Zoning Code Amendment would not increase the number of units allocated to the HO-1 subarea.
5. The Project would be subject to the appropriate site and project specific setbacks, density, and height limits for this urban location. All required parking is provided on-site. The Project complies with the development standards identified for the HO Overlay Zoning District, except as modified by the allowed development standard waivers identified in the Affordable Housing Implementation Plan. The HO Overlay Zoning District provides a density range for proposed projects and references the Section 20.32 (Density Bonus) of the NBMC that prescribes the maximum density bonus and incentives allowed. Therefore, the proposed project is consistent with the intent of the density bonus assumptions in the HO Overlay Zoning District and within the maximum allowed by the density bonus provisions.
6. The Project Site is located near existing office buildings within the Airport Area and is not negatively impacted by noise, dust, smoke, vibration, odor, toxic or noxious matter that may be generated by existing commercial or industrial uses nearby. The Project would develop 132 of the overall 2,577 units allowed within the HO-1 subarea. The Project Site is located within the 60dBA CNEL noise contour, reducing the likelihood of dwelling units being developed within the 65dBA CNEL noise contours.
7. The Project Site is fully developed and does not support any natural resources and all potential environmental impacts associated with the Project are appropriately addressed through standard building permit procedures, conditions of approval, and the General Plan Policies identified in the Housing Implementation Program EIR.

Zoning Code Consistency

The Project includes a Zoning Code Amendment to include the site within the Housing Opportunity Overlay Zoning District. As previously discussed, Section 20.28.050 (B) (Housing Opportunity (HO) Overlay Zoning Districts – Uses Allowed) of the NBMC allows for multi-unit residential development on housing overlay sites if the Project meets the 20 to 50 dwelling units per acre density requirement. Based on the 6.5-acre lot, the project results in a density of 20.3 units per acre and meets the density requirement of the HO-1 Subarea. Table 2 demonstrates the project’s compliance with the development standards of the HO-1 subarea.

Table 2 – Development Standards

Development Standard	Standard	Proposed
Density	20-50 dwelling units per acre (du/acre)	20.3 du/acre
Setbacks		
Front	0 feet (ft) ¹	N/A
Rear	0 ft	30 ft
Side	0 ft	N/A
Street Side (MacArthur Blvd., Newport Place Dr., Dove St.)	0 ft ¹	20 ft
Height	55 ft	37 to 47 ft
Building Separation	10 ft	10 ft (minimum)
Floor Area Limit	No restriction	297,676 square feet (sq ft)
Common Open Space (75 sq ft/unit)	9,900 sq ft	10,283 sq ft
Private Open Space (5% gross floor area/unit)	14,884 sq ft	22,550 sq ft
Parking		
2 Bedroom unit (1.8 space/unit)	256 spaces (total)	264 spaces (total)
3 + Bedroom unit (2.0 space/unit)		
Visitor/Guest (0.3 space/unit)	40 spaces	40 spaces
<i>1. Any portion of the structure that is twenty (20) feet in height shall be set back a minimum twenty (20) feet from the street right-of-way. In this case, the Project Site includes three street frontages and there are no front or rear setbacks.</i>		

Pursuant to Section 20.28.050 (C)(2) (Subarea Development Standards – Airport Area Environs Area) of the NBMC, additional specific development standards are required for development in the HO-1 Subarea to mitigate sound with a required acoustical report to confirm levels within Section 10.26.30 (Interior Noise Standards) of the NBMC; advanced interior air filtration system; and a required notification to owners and tenants disclosing potential impacts to residents of the existing environment and potential nuisances based upon the allowed uses in the area. Condition of Approval Nos. 22 through 24 are included in the Resolution (Attachment No. PC 1), ensuring these regulations are met.

The Project is also subject to the ODS provided in Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC. The Project conforms to 49 of the 52

applicable standards. Additional discussion regarding the request to deviate from the three ODS is provided under the AHIP section below.

Major Site Development Review

Section 20.52.080(F) (Site Development Reviews – Findings and Decision) of the NBMC requires the Planning Commission to make the following findings before approving the SDR:

- A. *The proposed development is allowed within the subject zoning district;*
- B. *The proposed development is in compliance with all of the following applicable criteria:*
 - i. *Compliance with this section, the General Plan, this Zoning Code, any applicable specific plan, and other applicable criteria and policies related to the use or structure;*
 - ii. *The efficient arrangement of structures on the site and the harmonious relationship of the structures to one another and to other adjacent developments; and whether the relationship is based on standards of good design;*
 - iii. *The compatibility in terms of bulk, scale, and aesthetic treatment of structures on the site and adjacent developments and public areas;*
 - iv. *The adequacy, efficiency, and safety of pedestrian and vehicular access, including drive aisles, driveways, and parking and loading spaces;*
 - v. *The adequacy and efficiency of landscaping and open space areas and the use of water efficient plant and irrigation materials; and*
 - vi. *The protection of significant views from public right(s)-of-way and compliance with NBMC Section 20.30.100 (Public View Protection); and*
- C. *Not detrimental to the harmonious and orderly growth of the City, nor endangers, jeopardizes, or otherwise constitutes a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed development.*

Staff believes facts to support the findings exist to approve the SDR. These facts are discussed in detail in the attached draft resolution (Attachment No. PC 1). The key facts in support of findings are summarized in the following paragraphs.

Development Compliance

As described in Table 3 of this report, the Project is fully consistent with the HO-1 Subarea of the HO Overlay Zoning Districts. The Project also allocates 5% of the dwelling units as affordable housing as outlined in the AHIP discussion below.

Therefore, approval of the Project would be consistent with the State's no net loss provisions.

A detailed analysis of the Project's consistency with the General Plan is included as Attachment No. PC 2. For example, the Project is consistent with Land Use Element Policy LU3.2 (Growth and Change). The underutilized Project Site is improved with a multi-story office building and large surface parking lot. The Project would replace these uses with 132 dwelling units that assist the City in meeting its share of RHNA and accommodating additional growth in the community. These new units are in a job-rich area, supporting reduced commute times.

Design and Open Space

The Project design compactly arranges the 36 separate buildings to maximize site efficiency and preserve larger-than-required open space areas. The PAOS strada exceeds the minimum required publicly accessible open space of 8,786 square feet and provides 8,927 square feet. The Project's design includes interior driveways and resident amenity areas which are screened from public view. The Project's larger common open space areas, PAOS strada, landscaped edge conditions, location of drive aisles and residential amenities reduce any potential visual impact of the Project and ensure compatibility with the surrounding neighborhood.

Throughout the Project Site, areas of passive green space are integrated alongside pedestrian walkways, including seating areas elements that provide space for informal use, rest, and neighborhood interaction. Figure 7 illustrates the PAOS along MacArthur Boulevard and the landscape buffer and entrances to the community along Newport Place Drive, and Dove Street, which reinforce the aesthetics of a residential neighborhood.

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Figure 7, Landscape Buffers and Community Entrances along Quail Street

As noted in Table 2 above, the Project exceeds the minimum common open space standards. A total of 10,283 square feet of common open area is provided throughout the Project Site. There are three distinct areas previously mentioned that provide outdoor dining areas, which include a shade structure, outdoor kitchen, barbeque, pizza oven, as well as an outdoor lounge which includes a seat wall, fire pit, picnic tables with umbrellas and string lighting overhead and game lawn. See Figures 8 and 9 below.



Figure 8, Community Amenity Areas 1 and 2



Figure 9, Community Amenity Areas 1 and 2

Hazards Analysis

The Project Site is located near John Wayne Airport (JWA) within the notification area, and subject to compliance with the Airport Environs Land Use Plan (AELUP) for JWA which includes standards related to height, safety, and noise. The Project includes a legislative amendment (e.g., zoning amendment); therefore, review by the Airport Land Use Commission (ALUC) is required to implement the project. The Project is tentatively planned for a public hearing with ALUC on June 18, 2026.

Safety Zones

The Project Site is within Safety Zone 6 (Traffic Pattern Zone) of the AELUP for both runways. Residential uses are a compatible use within Safety Zone 6.

Height

Section 20.30.060 (E) (Airport Environs Land Use Plan [AELUP]) for John Wayne Airport and Airport Land Use Commission [ALUC] Review Requirements) of the NBMC

prohibits projects from penetrating the Federal Aviation Regulation Part 77, Obstruction – Imaginary surfaces, for John Wayne Airport unless approved by the Airport Land Use Commission (ALUC). Heights in the Airport Area are generally limited through the use of imaginary surfaces that surround the runways. The intent of these surfaces is to protect aircraft from obstacles during takeoff, landing, and maneuvering. The NBMC requires Applicants to file forms with the Federal Aviation Administration (FAA). The FAA issued a Determination of No Hazard to Air Navigation for the project, dated March 10, 2026, and provided as Attachment No. PC 5. Accordingly, a condition of approval is included requiring the applicant to comply with all conditions of the FAA determination.

Noise

General Plan Policy LU 6.15.3 (Airport Compatibility) and Section 20.30.080(F) (Residential use Proximate to John Wayne Airport) of the NBMC allow residential use on parcels or sites wholly or partially outside the John Wayne Airport 65 dBA CNEL noise contour as shown in Figure N5 of the Noise Element of the General Plan. The Project Site is located within the 60 dBA CNEL noise contours established in the Figure N5 and would comply with the regulations identified in Section 20.28.050(C)(2) (Subarea Development Standards – Airport Area Environs Area [HO-1]) including the interior ambient noise level limits set forth in Section 10.26.030 (Interior Noise Standards) of the NBMC. Figure 10 shows the City’s noise contours.

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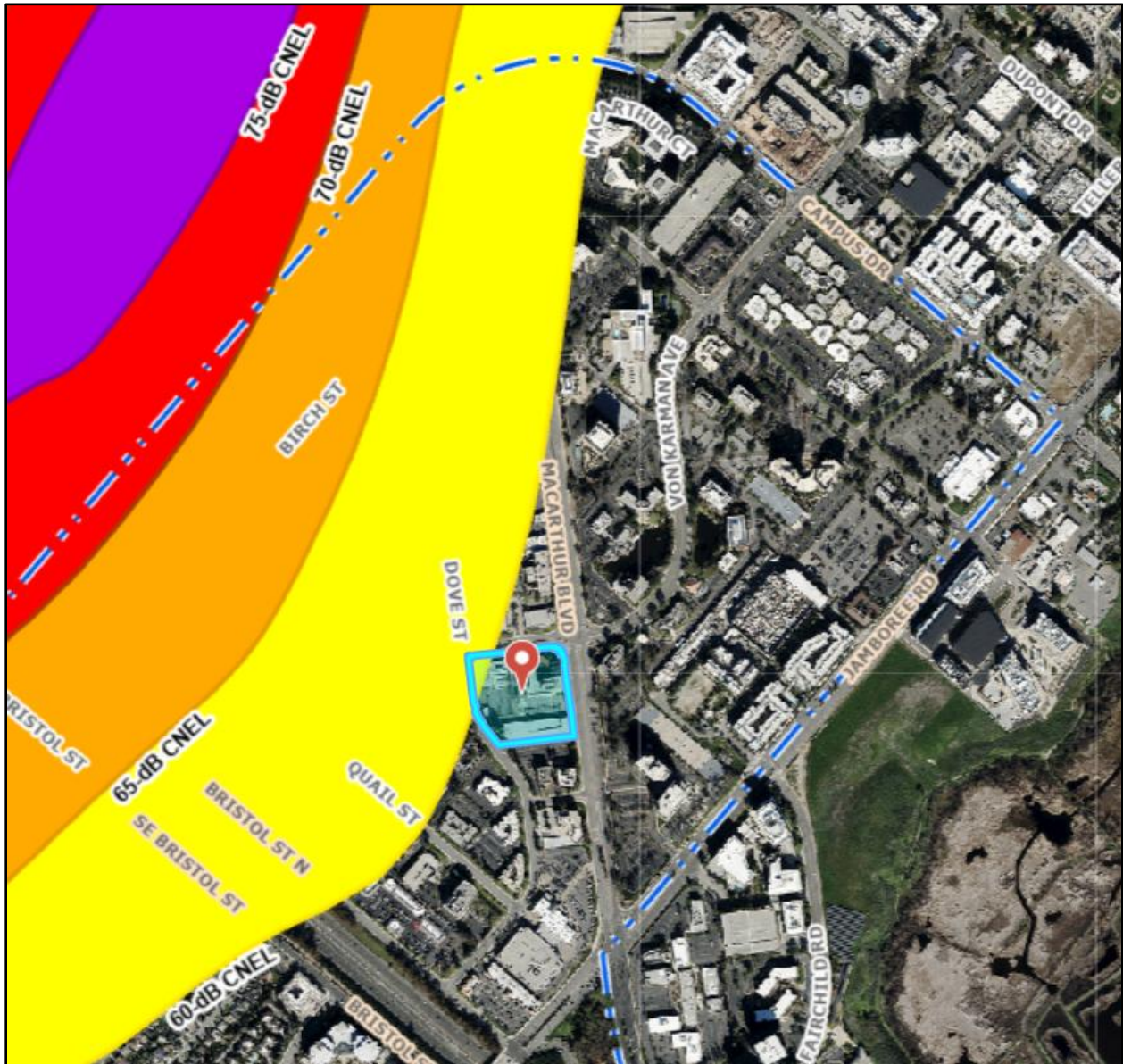


Figure 10, Airport Noise Contours

Compatibility, Traffic, and Scale

The Project is proposed on an existing property with an office development which was constructed in the 1970s that is underutilized, within an area of the City that is considerably developed. The Project will add 132 attached single-unit dwellings to the City's housing stock which furthers the City's efforts of increasing and diversifying the housing stock.

The Project's trip generation was reviewed and approved by the Public Works Department. The estimated trip generation for the Project is 820 average daily trips (ADTs), which is 758 ADTs less than the existing office use. Therefore, the Project does not result in a net increase of 300 ADTs, and no traffic study is required per Chapter 15.40 (Traffic Phasing Ordinance) of the NBMC.

All internal driveways to garages are behind the residential buildings and individual trash containers are kept within each private garage space and not visible from the public street. There is adequate space within the garage, clear of the minimum required dimensions, to accommodate the minimum clear parking space as well as the storage of trash, recycling, and organics.

The Project includes maximum structure heights ranging from approximately 37 to 47 feet above established grade which is 8 feet below the maximum allowed height limit of 55 feet. The height of the residential buildings will be compatible with the surrounding neighborhood that includes multi-story office building. There are no setback requirements from the property lines not abutting streets. However, the Project proposes a setback of 30 feet including a 6-foot-tall decorative masonry wall with landscaping along the property line.

Major Site Development Review – Multi-Unit Objective Design Standard Deviation

Pursuant to Section 20.48.185(A) (Multi-Unit Objective Design Standards – Purpose) of the NBMC, the Project is seeking deviation from three of the 52 applicable Multi-Unit Objective Design Standards (ODS).

However, the applicant is seeking to address the ODS waivers through the development standard waivers provided through State Density Bonus Law and Chapter 20.32 (Density Bonus) of the NBMC. Therefore, the findings identified in Section 20.48.185(A) are not applicable to the Project and are not required. Additional detail is provided in the next section.

Affordable Housing Implementation Plan

The applicant has prepared an Affordable Housing Implementation Plan (AHIP), dated May 6, 2026 (Exhibit "E" of Attachment No. PC 1). The AHIP is consistent with the intent to implement affordable housing goals within the City pursuant to Government Code Sections 65915-65918 (State Density Bonus Law), and Title 20, Chapter 20.32 (Density Bonus) of the NBMC for the following reasons:

The Project includes 7 very-low-income units, representing 5% of the total 132 units, consistent with State Density Bonus Law and Chapter 20.32 (Density Bonus) of the NBMC. The affordable units are proportionally distributed across two-, three-, and four-bedroom floor plans and will be dispersed throughout the site to avoid concentration.

By providing at least 5% of the total units as very-low-income units, the Project qualifies for one incentive/concession under Government Code §65915(d). The Developer requests a partial reduction of the park in-lieu fee, which provides an identifiable, financially sufficient, and actual cost reduction necessary to support the affordable units. The reduction in park in-lieu fees would allow the applicant to contribute to the overall fund for parks in the Airport Area, while providing identifiable cost reductions that make the provision of affordable units feasible.

In addition to the concessions, the Project is entitled under California Government Code Section 65915(e), Section 20.32.080 (Waivers or Reductions of Development Standards), and recent case law to receive waivers or reductions of development standards where application of the development standard would physically preclude construction of a density bonus project. In this case, the Applicant requests a waiver of three Objective Design Standards identified in 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC and listed below.

1. 20.48.185(S)(1)(a) (First Floor Opening and Transparency Standards);
2. 20.48.185(N)(2)(b) (Private Driveway Standards – Landscape and Paving Zone (LPZ)); and
3. 20.48.185 (R)(1)(c) (Horizontal Modulation – Minimum Depth); of the NBMC.

Affordable units will be priced and income-qualified in accordance with Health & Safety Code §50052.5, HCD Very Low-Income limits, and the Orange County Housing Authority (OCHA) utility allowances, ensuring long-term affordability consistent with State and local requirements. As conditioned, prior to issuance of building permits, the Developer must execute an Affordable Housing Agreement identifying the location, distribution, and sale procedures for the affordable units, ensuring compliance with State Density Bonus Law and NBMC provisions. The Project's affordable for-sale units will be subject to an Equity Sharing Agreement under NBMC Section 20.32.140 (Occupancy and Resale of Ownership Units), ensuring the City recaptures its proportionate share of appreciation upon resale for reinvestment in affordable homeownership opportunities.

Vesting Tentative Tract Map

Section 19.12.070 (Required Findings for Action on Tentative Maps) of the NBMC, requires the Planning Commission to make the following findings before approving the Vesting Tentative Tract Map (VTTM):

- A. *That the proposed map and the design or improvements of the subdivision are consistent with the General Plan and any applicable specific plan, and with applicable provisions of the Subdivision Map Act and this Subdivision Code;*
- B. *That the site is physically suitable for the type and density of development;*

- C. *That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat. However, notwithstanding the foregoing, the decision making body may nevertheless approve such a subdivision if an environmental impact report was prepared for the project and a finding was made pursuant to Section 21081 of the California Environmental Quality Act that specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report;*
- D. *That the design of the subdivision or the type of improvements is not likely to cause serious public health problems;*
- E. *That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the decision-making body may approve a map if it finds that alternate easements, for access or for use, will be provided and that these easements will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to the City Council to determine that the public at large has acquired easements for access through or use of property within a subdivision;*
- F. *That, subject to the detailed provisions of Section 66474.4 of the Subdivision Map Act, if the land is subject to a contract entered pursuant to the California Land Conservation Act of 1965 (Williamson Act), the resulting parcels following a subdivision of the land would not be too small to sustain their agricultural use or the subdivision will result in residential development incidental to the commercial agricultural use of the land;*
- G. *That, in the case of a “land project” as defined in California Business and Professions Code Section [11000.5](#), (1) there is an adopted specific plan for the area to be included within the land project; and (2) the decision making body finds that the proposed land project is consistent with the specific plan for the area;*
- H. *That solar access and passive heating and cooling design requirements have been satisfied in accordance with Sections 66473.1 and 66475.3 of the Subdivision Map Act;*
- I. *That the subdivision is consistent with California Government Code Sections [66412.3](#) and [65584](#) regarding the City’s share of the regional housing need and that it balances the housing needs of the region against the public service needs of the City’s residents and available fiscal and environmental resources;*

- J. That the discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board; and*
- K. For subdivisions lying partly or wholly within the Coastal Zone, that the subdivision conforms with the certified Local Coastal Program and, where applicable, with public access and recreation policies of Chapter Three of the Coastal Act.*

Staff believe facts to support the findings exist to approve the VTTM. These facts are discussed in detail in the attached draft resolution (Attachment No. PC 1). The key facts in support of findings are summarized in the following paragraphs.

Because the Project includes for-sale residential units, the Project applicant is required to pay in-lieu park dedication fees pursuant to Chapter 19.52 (Park Dedications and Fees) of the NBMC, for park and recreational purposes. The Project is also subject to General Plan Policy LU 6.15.13 (Neighborhood Parks – Standards) that requires new residential development in the Airport Area to dedicate and improve a minimum ½ acre as a neighborhood park. However, as part of the AHIP, the applicant has requested an incentive to reduce the in-lieu park dedication fee.

Additionally, the Project provides the required PAOS on the site. The PAOS is located along the MacArthur Boulevard frontage, which includes a pedestrian strada improved with landscaping and seating areas.

The Project Site is suitable for the type and density of the development in that the infrastructure serving the site has been designed to accommodate the Project. Sewer and Water Demand Studies were prepared by Fuscoe Engineering, both dated August 2025 and revised December 2025. The Water Demand Study concluded that the proposed onsite water system is adequately designed to provide domestic water service and fire flows for the proposed onsite fire hydrants and building's domestic demand.

The Project does not result in more than 500 dwelling units; therefore, a Water Supply Assessment (WSA) is not required for the Project. The Sewer Demand Study concluded that the existing sewer systems will not be adversely impacted by the wastewater flows associated with the proposed project, and no sewer upgrades are required as part of the Project. The Public Works Department has reviewed and accepted these studies.

The Project storm drain system is conditioned to be privately owned and maintained. The applicant is required to upsize the existing public storm drain line along Dove Street to a 48-inch storm drain line. The extent of the improvement will be determined by the Public Works Department. The Project is also conditioned so that any additional required improvements to downstream City infrastructure to accommodate the Project

will be designed and constructed as part of the Project. Final design will be reviewed and approved by the Public Works Department.

The Project Site does not contain riparian habitat or other sensitive natural communities, or wetlands. Furthermore, the Project is not expected to result in any public health or safety concern to residents in this area or throughout the City. All improvements associated with the Project will comply with all Building, Public Works, and Fire Codes, which are in place to prevent serious public health problems. Public improvements will be required of the developer per Section 19.28.010 (General Improvement Requirements) of the NBMC.

Development Agreement

In accordance with Section 15.45.020(A)(2)(a) (Development Agreement Required) of the NBMC, a development agreement (DA) is required as the Project requires a Zoning Code Amendment that includes the development of more than 50 residential units. In this case the Project includes a total of 132 residential units.

The applicant requests a 10-year term of agreement, and the DA would establish rights to develop the Project over the term. However, the public benefit fees are structured to incentivize development in a shorter term. The DA includes the following key terms:

Table 3 – Development Agreement Key Terms

Term	The initial term is 10 years.	
Affordability	Affordable housing for 5% of total units (i.e., 7 units), allocated to very-low-income households.	
Developer Fees	Park Fee (Reduced)*	\$1,011,252 total (\$7,661 per unit) Due at permit issuance
	Development Impact Fees (Police, Fire, Sewer, Water, Recreation)	\$2,607,483.98 total (Estimated) Does not apply to affordable units
	General Public Benefit Fee	\$3,000,000 total (\$24,000 per market rate unit) Subject to CPI** Does not apply to affordable units
<p>*NBMC and adopted Park Fee Schedule requires \$48,987 per unit (\$6,466,284 total) unless the City Council grants a financial incentive (to reduce the fee) pursuant to State Density Bonus Law and Chapter 20.32 of the NBMC. **CPI adjustment incentivizes development prior to the 10-year term limit.</p>		

Finally, the DA includes all mandatory elements, including public benefits that are appropriate to support conveying the vested development rights consistent with the City's General Plan, NBMC, and Government Code Sections 65864 et seq.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA) as set forth in California Public Resources Code Section 21000 *et seq.* and its implementing guidelines set forth in California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines), the City Council adopted Resolution No. 2024-50 on July 23, 2024, certifying Final Program Environmental Impact Report SCH No. 2023060699 (PEIR), approving a Mitigation Monitoring and Reporting Program (MMRP), and adopting Findings and a Statement of Overriding Considerations related to the implementation of the Housing Element involving amendments to the General Plan, Coastal Land Use Plan, and Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the NBMC which are available at: [Housing Implementation Program EIR](#).

Pursuant to Section 21166 of the California Public Resources Code and Section 15162 of the CEQA Guidelines, when an EIR has been certified for a project, no subsequent EIR is required unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- a. Substantial changes are proposed in the Project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- b. Substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
or
- c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - i. The project will have one or more significant effects not discussed in the previous EIR;
 - ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more

significant effects of the Project, but the Project proponents decline to adopt the mitigation measure or alternative; or

- iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

An Addendum to the PEIR was prepared by EPD Solutions, Inc. dated May 2026 and peer reviewed by the City's consultant Kimley-Horn, pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration) of the CEQA Guidelines.

The following environmental topics were analyzed for the Project: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire.

On the basis of the PEIR and entire environmental review record, the Project will not result in any new significant impacts that were not previously analyzed in the PEIR. The Addendum confirms and provides substantial evidence that the potential impacts associated with this Project would either be the same or less than those described in the PEIR, as reduced by applicable General Plan Policies and mitigation measures in the PEIR. In addition, there are no substantial changes to the circumstances under which the Project would be undertaken that would result in new or more severe environmental impacts than previously addressed in the PEIR, nor has any new information regarding the potential for new or more severe significant environmental impacts been identified. Therefore, in accordance with Section 15164 of the CEQA Guidelines, an addendum to the previously adopted PEIR is the appropriate environmental document for the Project. In taking action to approve any of the requested applications for the Project, the data presented in the PEIR, as augmented by the Addendum for this Project, are considered as part of the record.

Summary and Alternatives

Staff believes the Zoning Code Amendment is appropriate and the findings for approval can be made, as demonstrated in Attachment No. PC 1 to this report. The proposal is consistent with the intent of the HO-1 Subarea and several policies within the General Plan Housing, Land Use, and Circulation Elements. The Project would provide a net increase of 132 for-sale attached single-unit dwellings, including 7 units allocated to very-low-income households, diversifying and expanding the City's housing supply in an employment-rich area. Although the Project includes a Zoning Code Amendment to be included in the HO-1 Subarea, it would not alter the total number of housing units

allocated to the HO-1 Subarea, and substantial public benefits would be provided through the DA.

The following alternatives are available to the Planning Commission:

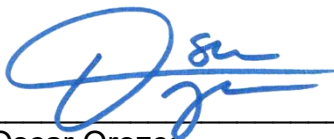
1. The Planning Commission may recommend approval to the City Council with suggested specific changes that are necessary to alleviate any identified concerns. If the requested changes are substantial, staff will return with a revised resolution incorporating new findings and/or conditions.
2. If the Planning Commission believes the change in land use is inappropriate, or if there are insufficient facts to support the project, the Planning Commission may recommend denial to the City Council of the application.

Public Notice

Notice of this hearing was published in the Daily Pilot, mailed to all owners of property within 300 feet of the boundaries of the site (excluding intervening rights-of-way and waterways) including the Applicant, and posted on the subject property at least 20 days before the scheduled meeting, consistent with the provisions of the NBMC, Assembly Bill No. 2904 (AB 2904), and California Government Code Section 65854. AB2904 and California Government Code Section 65854 state that an amendment to a zoning ordinance that affects the permitted uses of real property shall require notice at least 20 days prior to the public hearing with the Planning Commission. In accordance with said requirement, notice of this public hearing was given on May 14, 2026, at least 20 days prior to June 4, 2026. This is also consistent with the NBMC which requires notice at least 10 days prior to the public hearing.

Prepared by:

Submitted by:



Oscar Orozco
Associate Planner



Benjamin M. Zdeba, AICP
Deputy City Manager

LAW/oo

ATTACHMENTS

- PC 1 Draft Resolution
- PC 2 General Plan Consistency Analysis
- PC 3 FAA Letter - Finding of No Hazard
- PC 4 Applicant Project Description Letter
- PC 5 Project Plans

Attachment PC 1

Draft Resolution

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RESOLUTION NO. PC2026-018

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NEWPORT BEACH, CALIFORNIA, APPROVING A ZONING CODE AMENDMENT, A MAJOR SITE DEVELOPMENT REVIEW, VESTING TENTATIVE TRACT MAP, AFFORDABLE HOUSING IMPLEMENTATION PLAN, DEVELOPMENT AGREEMENT, AND AN ADDENDUM TO THE NEWPORT BEACH GENERAL PLAN HOUSING IMPLEMENTATION PROGRAM ENVIRONMENTAL IMPACT REPORT FOR A 132-UNIT RESIDENTIAL TOWNHOME PROJECT LOCATED AT 1200 AND 1300 DOVE STREET AND 4041 MACARTHUR BOULEVARD (PA2025-0170)

THE PLANNING COMMISSION OF THE CITY OF NEWPORT BEACH HEREBY FINDS AS FOLLOWS:

SECTION 1. STATEMENT OF FACTS.

1. An application was filed by Sean Matsler with Cox, Castle, & Nicholson, LLP (“Applicant”), concerning property located at 1200 and 1300 Dove Street and 4041 MacArthur Boulevard (APN 427-222-01), and legally described in “Exhibit A,” which is attached hereto and incorporated herein by reference (“Property”).
2. The proposed development includes 132-unit, for-sale, residential townhome community including 7 units affordable to very low-income households on an existing office site. The proposed development includes the demolition of two existing office buildings and an existing parking structure and the construction of two-, three- and four-bedroom townhomes ranging from 1,251 to 2,562 square feet. The development includes a two-car garage for each unit and 40 uncovered guest parking spaces for a total of 304 on-site parking spaces. The 132 units will be distributed within 36 buildings, with units arranged in two- and eight-unit buildings. The buildings have a maximum structure height ranging from approximately 37 to 47 feet above established grade. The development will provide resident-serving amenities, including outdoor courtyards with barbeque, a pizza oven, covered seating, a fire pit, and a game lawn. Additionally, a publicly accessible pedestrian “strada” improved with landscaping and seating areas is proposed along the MacArthur Boulevard frontage. Onsite and offsite public improvements such as updating the storm drain, sidewalks, and driveways are included in project implementation (“Project”).
3. The following approvals are required from the City of Newport Beach (“City”) to implement the Project:
 - a. **Zoning Code Amendment (“ZCA”):** An amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the Newport Beach Municipal Code (“NBMC”) to include the property in the Housing Opportunity Sites Overlay in the HO-1- Airport Area Environs Map; and

- b. **Major Site Development Review (“SDR”)**: A major site development review in accordance with Section 20.52.080 (Site Development Reviews) of the NBMC for five or more units with a tentative tract map; and
 - c. **Vesting Tentative Tract Map (“VTTM”)**: A vesting tentative tract map to allow for an airspace subdivision of the individual residential units on a 6.5-acre parcel, pursuant to Chapter 19.12 (Tentative Map Review) of the NBMC;
 - d. **Affordable Housing Implementation Plan (“AHIP”)**: A plan specifying how the Project meets the City’s affordable housing requirement pursuant to Chapter 20.32 (Density Bonus) of the NBMC and Government Code Section 65915 (“Density Bonus Law”);
 - e. **Development Agreement (“DA”)**: A Development Agreement between the Applicant and the City, pursuant to Section 15.45.020 (Development Agreement Required) of the NBMC, which provides the Applicant with the vested right to develop the Project for a term of ten years and will provide negotiated public benefits to the City; and
 - f. **Addendum to the Newport Beach General Plan Housing Implementation Program Environmental Impact Report (“Addendum”)**: Pursuant to the California Environmental Quality Act (“CEQA”), the Addendum addresses reasonably foreseeable environmental impacts resulting from the Project.
4. The Property is designated Mixed-Use Horizontal (MU-H2) by the General Plan Land Use Element and is located within the Newport Place Planned Community (PC-11) Zoning District in the Professional & Business Office Site 4 subarea within the residential overlay.
 5. The Property is not located within the coastal zone; therefore, compliance with the Local Coastal Program and the Coastal Act is not applicable.
 6. On September 24, 2024, the City Council adopted Ordinance Nos. 2024-16 and 2024-17, approving amendments to Title 20 (Planning and Zoning) of the NBMC to establish the Housing Opportunity (HO) Overlay Zoning Districts in Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) (“Housing Overlay”) and to create multi-unit objective design standards in Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC. The new sections serve to implement Policy Actions 1A through 1G and 3A in the 6th Cycle Housing Element (“Housing Element”) of the General Plan.
 7. A public hearing was held on June 4, 2026, in the Council Chambers at 100 Civic Center Drive, Newport Beach. A notice of the time, place, and purpose of the hearing was given in accordance with Government Code Section 54950 *et seq.* (“Ralph M. Brown Act”) and Chapter 20.62 (Public Hearings) of the NBMC. Evidence, both written and oral, was presented to and considered by the Planning Commission at this hearing.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION.

1. Pursuant to the CEQA as set forth in California Public Resources Code Section 21000 *et seq.* and its implementing guidelines set forth in California Code of Regulations, Title 14, Division 6, Chapter 3 (“CEQA Guidelines”), the City Council adopted Resolution No. 2024-50 on July 23, 2024, certifying Final Program Environmental Impact Report SCH No. 2023060699 (“PEIR”), approving a Mitigation Monitoring and Reporting Program (“MMRP”), and adopting Findings and a Statement of Overriding Considerations related to the implementation of the Housing Element involving amendments to the General Plan, Coastal Land Use Plan, and Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the NBMC which are available at: [Housing Implementation Program EIR](#).
2. Pursuant to Section 21166 of the California Public Resources Code and Section 15162 of the CEQA Guidelines, when an EIR (Environmental Impact Report) has been certified for a project, no subsequent EIR is required unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - a. Substantial changes are proposed in the Project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - b. Substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - i. The project will have one or more significant effects not discussed in the previous EIR;
 - ii. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - iii. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponents decline to adopt the mitigation measure or alternative; or
 - iv. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

3. An Addendum to the PEIR was prepared pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration) of the CEQA Guidelines.
4. The following environmental topics were analyzed for the Project: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire.
5. Pursuant to the PEIR and entire environmental review record, the Project will not result in any new significant impacts that were not previously analyzed in the PEIR. The Addendum confirms and provides substantial evidence that the potential impacts associated with this Project would either be equal to or less than those described in the PEIR, as reduced by applicable General Plan Policies in the PEIR. In addition, there are no substantial changes to the circumstances under which the Project would be undertaken that would result in new or more severe environmental impacts than previously addressed in the PEIR, nor has any new information regarding the potential for new or more severe significant environmental impacts been identified. Therefore, in accordance with Section 15164 of the CEQA Guidelines, an addendum to the previously adopted PEIR is the appropriate environmental document for the Project. In taking action to approve any of the requested applications for the Project, the data presented in the PEIR, as augmented by the Addendum for this Project, are considered as part of the record.
6. The Addendum to the PEIR is hereby recommended for adoption by the City Council given its analysis and conclusions. The Addendum to the PEIR and related and referenced documentation, which constitute the administrative record upon which this decision was based, are on file with the Planning Division, City Hall, 100 Civic Center Drive, Newport Beach, California.
7. The Planning Commission finds that judicial challenges to the City's CEQA determinations and approvals of land use projects are costly and time-consuming. In addition, project opponents often seek an award of attorneys' fees in such challenges. As project applicants are the primary beneficiaries of such approvals, it is appropriate that such applicants should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages that may be awarded to a successful challenger.

SECTION 3. REQUIRED FINDINGS.

Zoning Code Amendment

Finding:

- A. An amendment to the Zoning Code is a legislative act. Chapter 20.66 (Amendments) of Title 20 (Planning and Zoning) of the NBMC, or Article 2 (Adoption of Regulations) of Chapter 4 (Zoning Regulations) of Division 1 (Planning and Zoning) of Title 7 (Planning and Land Use) of the California Government Code does not set forth any required findings for either approval or denial of such amendments to the NBMC.

Facts in Support of Finding:

1. The Property is located within the Newport Place Planned Community (PC-11) Zoning District in the Professional & Business Office Site 4 Subarea. It is also within the Residential (R) Overlay, which allows for multifamily residential development on the Project Site. The R Overlay requires a minimum of 30 dwelling units per acre, where the Project proposes approximately 20 dwelling units per acre. Therefore, the applicant is seeking an amendment to Section 20.80.025 (Housing Opportunity Overlay Zoning Districts Maps) of the NBMC to include the Project Site in the HO Overlay Zoning Districts within the HO-1 (Airport Area Environs Map), where the minimum density is 20 dwelling units per acre. Because the existing PC-11 R overlay would allow residential, the Project would be consistent with the intent of the existing zoning district to provide housing.
2. The proposed Project allocates 5% of the base units (7 dwelling units) as affordable for very-low-income households, increasing the overall affordable housing supply. Specifically, the Project would include the introduction of a for-sale affordable housing product, which would diversify the City's housing stock.
3. Given the location of the Project Site in the Airport Area, which includes a mixture of service uses, hotels, Airport and commercial support services, professional offices, and new residential developments that cumulatively contain the ingredients of a planned community, the proposed Zoning Code Amendment would not disrupt the existing uses within the Planned Community and would add to this diversity of uses, assisting the City in larger scale community planning and the provision of additional housing opportunities.
4. The Property is located within the Airport Area Environs Area, which includes numerous properties designated within the HO Overlay Zoning District. The property nearest to the site, located at 1050 Dove Street immediately to the south, is within the HO-1 subarea. The Project would be consistent with the anticipated future development of other adjacent properties within the HO Overlay Zoning District in the Airport Area Environs Area. Additionally, the Airport Area Environs Area contains a dispersed pattern of HO Overlay Zoning District sites, and because the Project site is directly adjacent to an existing housing-designated property, its inclusion within this broader development context is appropriate and not a substantial change in the anticipated character of the

area. The Zoning Code Amendment would not increase the number of units allocated to the HO-1 subarea

5. The Project would be subject to the appropriate site and project specific setbacks, density, and height limits for this urban location. All required parking is provided on-site. The Project complies with the development standards identified for the HO Overlay Zoning District, except as modified by the allowed development standard waivers identified in the Affordable Housing Implementation Plan. The HO Overlay Zoning District provides a density range for proposed projects and references the Section 20.32 (Density Bonus) of the NBMC that prescribes the maximum density bonus and incentives allowed. Therefore, the proposed project is consistent with the intent of the density bonus assumptions in the HO Overlay Zoning District and within the maximum allowed by the density bonus provisions.
6. The Project also requires a site development review in accordance with Section 20.52.080 (Site Development Reviews) of the NBMC. The Project includes an SDR, and all required findings are addressed below (Findings A through C below).
7. The Property is located near existing office buildings within the Airport Area and is not negatively impacted by noise, dust, smoke, vibration, odor, toxic or noxious matter that may be generated by existing commercial or industrial uses nearby.
8. The Project will develop 132 of the overall 2,577 units allowed within the HO-1 (Airport Area Environs Area) Subarea. The Property is located within the 60dba CNEL noise contour, reducing the likelihood of dwelling units being developed within the 65dba CNEL noise contours.
9. The Property is fully developed and does not support any natural resources and all potential environmental impacts associated with the Project are appropriately addressed through standard building permit procedures, conditions of approval, and the General Plan Policies identified in the Housing Implementation PEIR and summarized in Exhibit B (Addendum), which is attached hereto and incorporated herein by this reference.

Major Site Development Review

In accordance with Section 20.52.080(F) (Site Development Reviews – Findings and Decision) of the NBMC, the following findings and facts in support of such findings are set forth:

Finding:

B. The proposed development is allowed within the subject Zoning District.

Facts in Support of Finding:

1. The Property is located within the Professional and Business Office Site 4 within the residential overlay of PC-11. The Project includes a request to amend the Property’s land use designation to be included within the Housing Overlay pursuant to Section

20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) of the NBMC. The Housing Overlay allows for residential development consistent with the existing MU-H2 (Mixed-Use Horizontal) land use designation and subject to site development review.

2. The Project includes a ZCA to designate the Property as HO-1 (Airport Area Environs Area) Subarea. With the ZCA, the Project is consistent with the applicable Housing Overlay regulations. Pursuant to Section 20.28.050(B) (Housing Opportunity (HO) Overlay Zoning Districts – Uses Allowed), multi-unit residential development meeting the required 20 to 50 dwelling units per acre density range is permitted within the HO-1 (Airport Area Environs Area) Subarea in addition to the uses allowed in the designated zoning district. Therefore, the Project complies with the applicable provisions of the HO-1 (Airport Area Environs Area) Subarea of the Housing Overlay.
3. Pursuant to Table 2-16 (Development Standards for Housing Opportunity Overlay Zones) of Section 20.28.050 of the NBMC (“Table 2-16”), the HO-1 (Airport Area Environs Area) Subarea requires a density of 20 to 50 dwelling units per acre. Based on the proposed 6.5-acre lot, the Project results in a density of 20 units per acre and meets the density requirement of the HO-1 (Airport Area Environs Area) Subarea.
4. The HO-1 (Airport Area Environs Area) Subarea does not require a minimum setback; however, footnote No. 3 of Table 2-16 requires that any portion of a building that is over 20 feet in height shall be set back a minimum 20 feet from the street right-of-way. The Project buildings, including upper levels, are proposed at a minimum of 20 feet from the property lines. The Project is bounded to the west by MacArthur Boulevard and to the north by Newport Place, to the east by Dove Street and to the South by an existing commercial office site.
5. Table 2-16 establishes the maximum height for the HO-1 (Airport Area Environs Area) Subarea per the base zone. The base zone, PC-11 specifies a height limit of 55 feet. The Project includes a maximum structure height ranging from approximately 37 to 47 feet above established grade indicated on the VTTM, consistent with Section 20.30.050 (B)(1) (Grade Establishment – Subdivisions) of the NBMC.
6. Table 2-17 (Residential Off-Street Parking Requirements for Housing Opportunity Overlay Zones) of Section 20.28.050 (Housing Opportunity (HO) Overlay Zoning Districts) of the NBMC requires 1.8 parking spaces per dwelling unit with two bedrooms, 2.0 parking spaces per dwelling unit with three or more bedrooms, and 0.3 spaces per dwelling unit for visitor parking. The Project proposes 132 dwelling units, including 40 units with two bedrooms and 92 units with three or more bedrooms, resulting in a requirement of 296 parking spaces overall. The Project provides a two-car garage for each unit and 40 guest parking spaces for a total of 304 on-site parking spaces. The Project therefore complies with the minimum parking requirement.
7. Pursuant to Section 20.30.130 (Traffic Safety Visibility Area) of the NBMC, the Project complies with sight-distance requirements.

- 8. Pursuant to Section 20.30.120 (Solid Waste and Recyclable Materials Storage) of the NBMC, the Project provides the minimum common storage areas for refuse and recycling.
- 9. Pursuant to Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC, multi-unit objective design standards are applicable to any residential project with a minimum density of 20 dwelling units per acre. These standards ensure the highest possible design quality and provide a baseline standard for new multi-unit developments throughout the City. The Project deviates from the following three objective design standards:

- (1) 20.48.185(S)(1)(a) (First Floor Opening and Transparency Standards);
- (2) 20.48.185(N)(2)(b) (Private Driveway Standards – Landscape and Paving Zone (LPZ)); and
- (3) 20.48.185 (R)(1)(c) (Horizontal Modulation – Minimum Depth); of the NBMC.

The Project otherwise complies with the design standards and, in some cases, exceeds the intent of the standards. Section 20.48.185(C) (Multi-Unit Objective Design Standards – Applicability) of the NBMC allows for deviations from any objective design standards through the approval of an SDR by the Planning Commission if the Applicant can demonstrate that strict compliance with the standards is not necessary to achieve the purpose of the objective design standards and that the project possesses compensating design and development features that meets or exceeds the intent of the objective design standards. However, under Density Bonus law, the Project is entitled to receive waivers or reductions of development standards if the standard would physically prevent the project from being built at the permitted density. Since the Project includes a density bonus, the Applicant is entitled to the development standard waivers for the aforementioned objective design standards. Therefore, the findings identified in Section 20.48.185(A) (Multi-Unit Objective Design Standards – Purpose) of the NBMC are not applicable.

- 10. The HO-1 Subarea requires a minimum building separation of 10 feet. The Project proposes varying building separations with a minimum distance of approximately 10.3 feet. The Project therefore complies with the minimum building separation requirement.
- 11. The HO-1 (Airport Area Environs Area) Subarea requires that at least 75 square feet of common space be provided per dwelling unit throughout the Property with a minimum length and width of 15 feet. The Project is therefore required to provide a minimum of 9,900 square feet of common open space. Section 20.70 (Definitions) of the NBMC defines common open space as the land area within a residential development that is not individually owned or dedicated for public use and that is designed, intended, and reserved exclusively for the shared enjoyment or use by all the residents and their guests including but not limited to areas of scenic or natural beauty, barbecue areas, landscaped areas, turf areas, and habitat areas. The Project provides a total of 10,283 square feet of common open area within three courtyards that include a game lawn;

BBQ area with pizza oven and overhead structure; and passive open space area with outdoor seating and fountain. The Project therefore complies with the minimum common open space requirement.

12. The HO-1 (Airport Area Environs Area) Subarea requires that at least 5% of the proposed gross floor area per unit be dedicated to private open space. Qualifying areas of private open space shall have a dimension of at least 6 feet in length and width. Section 20.70 (Definitions) of the NBMC defines private open spaces as outdoor or unenclosed areas directly adjoining and accessible to a dwelling unit, reserved for the exclusive private enjoyment and use of residents of the dwelling unit and their guests including but not limited to a balcony, deck, porch or terrace. The Project provides six floor plans for the eightplex buildings and four floor plans for the duplex buildings. The minimum required private open space ranges from 63 square feet for Floor Plan 1 of the eightplex buildings to 127 square feet for Floor Plan 4 of the duplex buildings. All floor plans within the range provide the minimum required 5%.

Finding:

- C. *The proposed development is in compliance with all of the following applicable criteria:*
 - i. *Compliance with this section, the General Plan, this Zoning Code, any applicable specific plan, and other applicable criteria and policies related to the use or structure;*
 - ii. *The efficient arrangement of structures on the site and the harmonious relationship of the structures to one another and to other adjacent developments; and whether the relationship is based on standards of good design;*
 - iii. *The compatibility in terms of bulk, scale, and aesthetic treatment of structures on the site and adjacent developments and public areas;*
 - iv. *The adequacy, efficiency, and safety of pedestrian and vehicular access, including drive aisles, driveways, and parking and loading spaces;*
 - v. *The adequacy and efficiency of landscaping and open space areas and the use of water efficient plant and irrigation materials; and*
 - vi. *The protection of significant views from public right(s)-of-way and compliance with NBMC Section 20.30.100 (Public View Protection).*

Facts in Support of Finding:

1. The Property is categorized as Mixed-Use Horizontal (MU-H2) by the Land Use Element of the General Plan. The Mixed-Use Horizontal (MU-H2) Land Use Designation is intended to provide for a horizontal intermixing of uses that may include regional commercial office, multifamily residential, vertical mixed-use buildings, industrial, hotel rooms, and ancillary neighborhood commercial uses. In this case, the Project is for residential development on a property designated for a mix of uses which include

residential. In addition, the Project requests a ZCA to designate the site within the HO-1 (Airport Area Environs Area) Subarea which would allow residential development on the Property in addition to the uses already allowed.

2. The Project is consistent with the following General Plan Housing Element, Land Use Element, and Circulation Element policies that establish fundamental criteria for the formation and implementation of new residential development, including, but not limited to the following:

a. **Housing Element Policy 3.2.** *Encourage housing developments to offer a wide spectrum of housing choices, designs, and configurations.*

See LU 2.3 Range of Residential Choices below.

b. **Land Use Element Policy LU 2.3 (Range of Residential Choices).** *Provide opportunities for the development of residential units that respond to community and regional needs in terms of density, size, location, and cost. Implement goals, policies, programs, and objectives identified within the City’s Housing Element.*

The Project proposes a 132-unit residential townhome complex consisting of for-sale, attached single-unit dwellings offered in ten distinct floor plan configurations ranging from two to four bedrooms and 1,251 to 2,562 square feet. This Project would diversify the City’s housing stock, accommodate a variety of household sizes, respond to market demand, and support the City’s efforts to increase the supply of housing throughout the City.

c. **Land Use Element Policy LU 3.2 (Growth and Change).** *Enhance existing neighborhoods, districts, and corridors, allowing for re-use and infill with uses that are complementary in type, form, scale, and character. Changes in use and/or density/intensity should be considered only in those areas that are economically underperforming, are necessary to accommodate Newport Beach’s share of projected regional population growth, improve the relationship and reduce commuting distance between home and jobs, or enhance the values that distinguish Newport Beach as a special place to live for its residents. The scale of growth and new development shall be coordinated with the provision of adequate infrastructure and public services, including standards for acceptable traffic level of service.*

The Project is proposed on an existing property with an older office development that is underutilized, within an area of the City that is considerably developed. The Project will add 132 attached single-unit dwellings to the City’s housing stock which furthers the City’s efforts of increasing and diversifying the housing stock. Additionally, the Public Works Department reviewed the sewer and water demand study prepared for the Project. There are conditions that require final design of the water and sewer system, including water meter locations, to be reviewed and approved by the Public Works and Utilities Departments.

- d. **Land Use Element Policy LU 4.5 (Residential Uses and Residential Densities).** *Residential use of any property included within an established housing opportunity overlay zoning district is allowed regardless of and in addition to the underlying land use category or density limit established through Policy LU 4.1, Table LU 1 and Table LU 2, or any other conflict in the Land Use Element. A general plan amendment is not required to develop a residential use within an established housing opportunity zoning overlay district. The maximum density specified for the various overlay districts specified in Policy LU 4.4 is an average over the entire property or project site. For example, a portion of a development site may be developed at a higher density than specified by Policy 4.4 provided other portions of the site are developed at lower densities such that the average does not exceed the maximum. Density calculations and total units identified in LU 4.4 do not include units identified as pipeline units or units permitted pursuant to State density bonus law.*

The Project includes a ZCA to designate the Property to be included within HO-1 (Airport Area Environs Area) Subarea. The Project proposes 132 residential condominiums on a 6.5-acre property which yields a density of 20 dwelling units per acre, consistent with the allowed density of the HO-1 (Airport Area Environs Area) Subarea.

- e. **Land Use Element Policy LU 5.1.9 (Character and Quality of Multi-Family Residential)** *Require that multi-family dwellings be designed to convey a high-quality architectural character in accordance with the following principles:*

Building Elevations

Treatment of the elevations of buildings facing public streets and pedestrian ways as the principal façades with respect to architectural treatment to achieve the highest level of urban design and neighborhood quality.

Architectural treatment of building elevations and modulation of mass to convey the character of separate living units or clusters of living units, avoiding the appearance of a singular building volume.

Provide street- and path-facing elevations with high-quality doors, windows, moldings, metalwork, and finishes.

Ground Floor Treatment

Set ground-floor residential uses back from the sidewalk or from the right-of-way, whichever yields the greater setback to provide privacy and a sense of security and to leave room for stoops, porches and landscaping.

Raise ground-floor residential uses above the sidewalk for privacy and security but not so much that pedestrians face blank walls or look into utility or parking space.

Encourage stoops and porches for ground-floor residential units facing public streets and pedestrian ways.

Roof Design

Modulate roof profiles to reduce the apparent scale of large structures and to provide visual interest and variety.

Parking

Design covered and enclosed parking areas to be integral with the architecture of the residential units' architecture.

Open Space and Amenity

Incorporate usable and functional private open space for each unit.

Incorporate common open space that creates a pleasant living environment with opportunities for recreation.

The principles of this policy are implemented through Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC. The Project complies with the majority (49 of 52) of the applicable objective design standards and in some cases exceeds the intent of the standards. However, the Applicant requests minor deviations of three objective design standards. The Objective Design Standards were developed to implement Land Use Policy LU 5.1.9, therefore compliance with these standards with negligible deviation ensures that the Project is consistent with Land Use Policy LU5.1.9.

Additionally, the Project includes buffer landscaped areas and common open space that are thoroughly landscaped with drought tolerant and noninvasive plant species. Additionally, all internal driveways to garages are behind the residential buildings and individual trash containers are kept within each private garage space not visible from the public street.

- f. **Land Use Element Policy LU 5.6.1 (Compatible Development).** *Require that buildings and properties be designed to ensure compatibility within and as interfaces between neighborhoods, districts, and corridors.*

The Project design compactly arranges the 36 separate buildings to maximize site efficiency and preserve the required setbacks and building separations. The Project site design includes interior drive aisles and resident amenity areas which are screened from public view. The Project's landscaped edge conditions, location of drive aisles and residential amenities reduce the visual impact of the Project and ensures compatibility with the surrounding neighborhood.

- g. **Land Use Element Policy LU 5.6.2 (Form and Environment).** *Require that new and renovated buildings be designed to avoid the use of styles, colors, and materials that unusually impact the design character and quality of their location such as abrupt changes in scale, building form, architectural style, and the use of surface materials that raise local temperatures, result in glare and excessive illumination of adjoining properties and open spaces, or adversely modify wind patterns.*

The architectural design of the Project is a coastal region inspired modern design with clean straight lines, large windows, stacked units, and stucco siding with brick accents. The light, neutral tones used in the color palette enhance architectural articulation and reflect the coastal environment, while limestone adds texture and durability.

- h. **Land Use Element Policy LU 5.6.3 (Ambient Lighting).** *Require that outdoor lighting be located and designed to prevent spillover onto adjoining properties or significantly increase the overall ambient illumination of their location.*

The Project has been conditioned to require the Applicant to prepare a photometric study in conjunction with a final lighting plan which shows that lighting values are “1” foot-candle or less at all property lines. The Project has also been conditioned to allow the Community Development Director to order the dimming of light sources or other remediation upon finding that the illumination creates an unacceptable negative impact on surrounding land uses or environmental resources.

- i. **Land Use Policy LU 6.15.23 (Sustainable Development Practices).** *Require that development achieves a high level of environmental sustainability that reduces pollution and consumption of energy, water, and natural resources. This may be accomplished through the mix and density of uses, building location and design, transportation modes, and other techniques. Among the strategies that should be considered are the integration of residential with job-generating uses, use of alternative transportation modes, maximized walkability, use of recycled materials, capture and re-use of storm water on-site, water conserving fixtures and landscapes, and architectural elements that reduce heat gain and loss.*

The Project is required to comply with the provisions of the Building and Energy Efficiency Standards California Code of Regulations (“CCR”), Title 24, Parts 6 – California Energy Code) and the Green Building Standards Code (CCR, Title 24, Part 11 - CALGreen). Additionally, the Project would generally implement water-efficient landscaping, water quality best management practices, and low impact development practices. The Project would generally mimic the existing flow patterns; however, an upgrade to the storm drain is required and conditioned to a minimum upsize of the existing storm drain along Quail Street to 48 inches. The Project is conditioned so that the extent of the work will be determined by the Public Works Department. Any additional required improvements to downstream City infrastructure to accommodate the Project shall be designed and constructed by the Project.

Throughout the site, areas of passive green space are integrated alongside pedestrian walkways, including a turf and decomposed granite seating zone with benches that provide areas for informal use, rest, and neighborhood interaction.

- j. **Circulation Element Policy CE 2.3.3 (New Development Maintained Responsibility).** *Ensure minimization of traffic congestion impacts and parking impacts and ensure proper roadway maintenance through review and approval of*

Construction Management Plans associated with new development proposals in residential neighborhoods.

Although the Project is not located within an established residential neighborhood, a draft construction management plan (“CMP”) has been reviewed and approved by the Community Development, Fire, and Public Works Departments. This ensures that any traffic congestion impact associated with the construction process is minimized to the greatest extent possible. The Project has been conditioned to require the Applicant to provide a final CMP to be reviewed and approved by Community Development, Fire, and Public Works Departments.

- k. **Circulation Element Policy CE 7.1.7 (Project Site Design Supporting Alternative Modes).** *Encourage increased use of public transportation by requiring project site designs that facilitate the use of public transportation and walking.*

See finding *LU 6.15.23 Sustainable Development Practices* above.

- 3. Facts 1 through 11 in support of Finding A are hereby incorporated by reference.

While the City is preparing a specific plan for the Airport Area Environs Area, it is in the early stages of development and has not been adopted.

- 4. The Project includes various intentional architectural design features, including recessed variation of wall planes, varied rooflines, and material changes with a neutral color palette. These design features result in well-articulated facades which reduce the visual bulk of the Project and allow each unit to appear as distinct homes rather than a single, unarticulated, building.
- 5. The Project landscaping complies with Chapter 14.17 (Water-Efficient Landscaping) and Chapter 20.36 (Landscaping Standards) of the NBMC. Additionally, the Project complies with the City’s Water Efficient Landscape Ordinance (“WELO”) which requires the installation and maintenance of drought tolerant and noninvasive plant species. The Project includes common landscaped open space and landscape buffer zones along street frontages. Additionally, landscaping is integrated throughout the Property, including the common open-space areas to enhance the residential experience.
- 6. Pursuant to Section 20.30.100 (Public View Protection) of the NBMC, projects shall preserve significant visual resources from public views and corridors including identified in Figure NR 3 (Coastal Views) of the Natural Resources Element of the General Plan. The Property is not within the vicinity of any public viewpoints, nor any coastal view roads as identified in Figure NR3. The nearest designated public viewpoint is located over 4,100 feet to the south at Bayview Park. The nearest designated coastal view road is Jamboree Road, south of California State Route 73, over 2,900 feet southeast of the Property. Due to the distance, intervening structures, and urbanized nature of the Project area, the Project is not anticipated to impact any public views.

Finding:

- D. *Not detrimental to the harmonious and orderly growth of the City, nor will it endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of a person residing or working in the neighborhood of the proposed development.*

Facts in Support of Finding:

1. The Project has been designed to minimize aesthetic impacts to the surrounding neighborhood to the greatest extent possible by providing an architecturally pleasing coastal inspired modern architectural style design with articulation and high-quality materials.
2. The Project has been designed to have adequate, efficient, and safe pedestrian and vehicular access to and from the Property within driveways, parking, and loading areas. The Project includes the drive aisles that are located within the Property, behind the proposed buildings. The Project is also designed to accommodate and provide sufficient access for emergency vehicles and refuse collection vehicles through the Newport Place Drive and Dove Street access points.
3. The Project exceeds the required 296 on-site parking spaces and provides 304 parking spaces including a two-car garage for each unit and 40 guest parking spaces. The individual unit garage parking and guest parking will mitigate use of street parking on the surrounding streets that are adjacent to the Property.
4. The Project has been conditioned to require the Applicant to prepare a photometric study in conjunction with a final lighting plan which shows that lighting values are “1” or less at all property lines. The Project has also been conditioned to allow the Community Development Director to order the dimming of light sources or other remediation upon finding that the illumination creates an unacceptable negative impact on surrounding land uses or environmental resources.
5. The Project is consistent with the following General Plan Land Use and Noise Element policies that establish noise and safety regulations for residential uses in the Airport Area, including, but not limited to the following:
 - a. **Land Use Element Policy LU 6.15.3 (Airport Compatibility)** *Require that all development be constructed in conformance with the height restrictions set forth by the Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR) Part 77, and Caltrans Division of Aeronautics, and that residential development shall be allowed only on parcels with noise levels of less than John Wayne Airport 65 dBA CNEL noise contour area as shown in Figure N5 of the Noise Element of the General Plan, unless and until the City determines, based on substantial evidence, that the sites wholly within the 65 dBA CNEL noise contour shown in Figure N5 are needed for the City to satisfy its Sixth Cycle RHNA mandate. Nonresidential uses are,*

however, encouraged on parcels located wholly within the 65 dBA CNEL contour area.

- b. **Noise Element Policy N 3.2 Residential Development** *Require that residential development proximate to John Wayne Airport shall not be located on parcels wholly within the John Wayne Airport 65 dBA CNEL noise contour shown in Figure N5 of the Noise Element of the General Plan, unless and until the City determines, based on substantial evidence, that the sites wholly within such contour area are needed for the City to satisfy its Sixth Cycle RHNA mandate. Require developers of residential or mixed-use land uses with a residential component to notify prospective purchasers or tenants of aircraft noise. Additionally, require outdoor common areas or recreational areas of residential or mixed-used developments to be posted with signs notifying users regarding the proximity to John Wayne Airport and the presence of operating aircraft and noise.*

The Property is located within the 60 dBA CNEL noise contours established in the General Plan Noise Element Figure N5 and outside the 65 dBA CNEL noise contours. Pursuant to Section 20.28.050 (C)(2) (Subarea Development Standards – Airport Area Environs Area (HO-1)) of the NBMC, additional specific development standards are required for development in the Airport Area to mitigate sound with a required acoustical report to confirm levels within Section 10.26.30 (Interior Noise Standards) of the NBMC; advanced interior air filtration systems; and a required notification to owners and tenants disclosing potential impacts to residents of the existing environment and potential nuisances based upon the allowed uses in the area. Condition of Approval Nos. 23 through 25 are included in the Resolution, ensuring these regulations are met.

- 6. The Project will comply with all Building, Public Works, and Fire Codes, along with all City ordinances and all conditions of approval which are attached hereto as Exhibit “F”.

Affordable Housing Implementation Plan

- E. The AHIP is consistent with the intent to implement affordable housing goals within the City pursuant to Government Code Sections 65915-65918 (State Density Bonus Law), and Chapter 20.32 (Density Bonus) of the NBMC.

Facts in Support of Finding:

- 1. The Project includes 7 Very Low-Income units, representing 5% of the total 132 units, consistent with State Density Bonus Law and Chapter 20.32 (Density Bonus) of the NBMC. The affordable units are proportionally distributed across two-, three-, and four-bedroom floor plans and will be dispersed throughout the site to avoid concentration.
- 2. By providing at least 5% Very Low-Income units, the Project qualifies for one incentive/concession under Government Code Section 65915(d). The Developer

requests a partial reduction of the park in-lieu fee, which provides an identifiable, financially sufficient, and actual cost reduction necessary to support the affordable units. The reduction in park in-lieu fees would allow the Applicant to contribute to the overall fund for parks in the Airport Area, while providing identifiable cost reduction to make the provision of affordable units feasible.

3. In addition to the concessions, the Project is entitled under California Government Code Section 65915(e), Section 20.32.080 (Waivers or Reductions of Development Standards), and recent case law to receive waivers or reductions of development standards where application of the development standard would physically preclude construction of a density bonus project. In this case, the following development standards are entitled to a waiver of Objective Design Standards. Facts in support of finding D are hereby incorporated by reference.
4. Affordable units will be priced and income-qualified in accordance with Health & Safety Code Section 50052.5, HCD Very Low-Income limits, and the Orange County Housing Authority (“OCHA”) utility allowances, ensuring long-term affordability consistent with State and local requirements. As conditioned, prior to issuance of building permits, the Developer must execute an Affordable Housing Agreement identifying the location, distribution, and sale procedures for the affordable units, ensuring compliance with State Density Bonus Law and NBMC provisions. The Project’s affordable for-sale units will be subject to an Equity Sharing Agreement under NBMC Section 20.32.140 (Occupancy and Resale of Ownership Units), ensuring the City recaptures its proportionate share of appreciation upon resale for reinvestment in affordable homeownership opportunities.

Vesting Tentative Tract Map

In accordance with Section 19.12.070 (Required Findings for Action on Tentative Maps) of the NBMC, the following findings, and facts in support of such findings are set forth:

Finding:

- F. That the proposed map and the design or improvements of the subdivision are consistent with the General Plan and any applicable specific plan, and with applicable provisions of the Subdivision Map Act and this Subdivision Code.*

Facts in Support of Finding:

1. The VTTM is for 132-unit residential air-space condominiums (attached townhomes).
2. Facts 1, 2, and 4 in support of Finding B are hereby incorporated by reference.
3. The Public Works Department has reviewed the proposed VTTM and found it consistent with Title 19 (Subdivisions) of the NBMC and applicable requirements of the Subdivision Map Act.

4. The Applicant will provide an in-lieu park dedication fee pursuant to Chapter 19.52 (Park Dedications and Fees) and as required by the DA, as required for park and recreational purposes in conjunction with the approval of this VTTM. The existing parcel is a commercial office development; therefore, the in-lieu park fee will be required for 132 new dwelling units.
5. A preliminary application for residential development, filed as PA2025-0125, was deemed submitted on July 14, 2025 for this Project. The Preliminary Application prevents the Project from being subject to any City ordinances, policies, and standards adopted after the date of submission, except as specified in Government Code Section 65589.5(o). Therefore, the Project will be subject to the in-lieu park fee in the amount of \$48,987 per unit, which was the fee in effect at the time it was deemed submitted.

Finding:

- G. *The site is physically suitable for the type and density of development.*

Facts in Support of Finding:

1. The 6.5-acre Property is rectangular in shape, slopes slightly towards the east, and is not within a zone subject to seismically induced liquefaction potential. The Property is adequately sized to accommodate the proposed density in compliance with all applicable requirements of the HO-1 (Airport Area Environs Area) Subarea.
2. The Property is suitable for the type and density of the development in that the infrastructure serving the site has been designed to accommodate the Property. Sewer and water demand studies were prepared by Fuscoe Engineering, both dated August, 2025 and revised December 2025. The water study concluded that the proposed onsite water system is adequately designed to provide domestic water service and fire flow for the proposed onsite fire hydrants and building's domestic demand. The Project does not result in more than 500 dwelling units; therefore, a Water Supply Assessment ("WSA") is not required for the Project. The sewer study concluded that the existing sewer systems will not be adversely impacted by the wastewater flows associated with the proposed project, and no sewer upgrades are recommended to be required as a result of the proposed development.
3. The Public Works Department has reviewed and accepted these studies. The Project storm drain system is conditioned to be privately owned and maintained. The Applicant is required to upsize the existing storm drain line along Dove Street to a 48-inch storm drain line. Extent of the improvement will be determined by the Public Works Department. The Project is also conditioned so that any additional required improvements to downstream City infrastructure to accommodate the Project will be designed and constructed as part of the Project. Final design will be reviewed and approved by the Public Works Department.
4. The Project has been reviewed by the Building, Fire, and Public Works Department and must comply with all Building, Fire, and Public Works Codes and City ordinances.

Finding:

- H. *That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat. However, notwithstanding the foregoing, the decision-making body may nevertheless approve such a subdivision if an environmental impact report was prepared for the project and a finding was made pursuant to Section 21081 of the California Environmental Quality Act that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report*

Fact in Support of Finding:

As detailed in the CEQA determination in Section 2 of this resolution, an Addendum to PEIR was prepared pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and 15164 (Addendum to an EIR or Negative Declaration) of the CEQA Guidelines. On the basis of the PEIR and entire environmental review record, the Project will not result in any new significant impacts that were not previously analyzed in the PEIR. The Addendum confirms and provides substantial evidence that the potential impacts associated with this Project would either be the same or less than those described in the PEIR, as reduced by applicable General Plan Policies in the PEIR. In addition, there are no substantial changes to the circumstances under which the Project would be undertaken that would result in new or more severe environmental impacts than previously addressed in the PEIR, nor has any new information regarding the potential for new or more severe significant environmental impacts been identified. Therefore, as detailed in Section 2 of the resolution, no substantial environmental damage is anticipated as part of the Project

Finding:

- I. *That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.*

Facts in Support of Finding:

1. The proposed VTTM is for a 132-unit residential development. All improvements associated with the Project will comply with all Building, Public Works, and Fire Codes, which are in place to prevent serious public health problems. Public improvements will be required of the developer per Section 19.28.010 (General Improvement Requirements) of the NBMC and Section 66411 (Local agencies to regulate and control design of subdivisions) of the Subdivision Map Act. The Project will conform to all City ordinances and Conditions of Approval.
2. No evidence is known to exist that would indicate that the proposed subdivision will generate any serious health problems.

Finding:

J. *That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the decision-making body may approve a map if it finds that alternate easements, for access or use, will be provided and that these easements will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record or to easements established by the judgment of a court of competent jurisdiction and no authority is hereby granted to the City Council to determine that the public at large has acquired easements for access through or use of property within a subdivision.*

Facts in Support of Finding:

The Public Works Department has reviewed the proposed VTTM and determined that the design of the development will not conflict with easements acquired by the public at large for access through, or use of, the Property. As conditioned, an emergency access easement will be recorded over the drive aisles and a blanket easement throughout the property will be provided for water meters, and water and sewer infrastructure as determined by the Public Works Department.

Finding:

K. *That, subject to the detailed provisions of Section 66474.4 of the Subdivision Map Act, if the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act), the resulting parcels following a subdivision of the land would not be too small to sustain their agricultural use or the subdivision will result in residential development incidental to the commercial agricultural use of the land.*

Facts in Support of Finding:

1. The Property is not subject to the Williamson Act. The Property is not designated as an agricultural preserve and is less than 100 acres in area.
2. The Property is proposed to be included in the HO-1 (Airport Area Environs Area) Subarea of the Housing Overlay through a ZCA. Once incorporated into the HO-1 (Airport Area Environs Area) Subarea, the Property will be appropriately designated for development of a multi-story residential project. The intended use is not residential development incidental to a commercial agricultural use.

Finding:

L. *That, in the case of a “land project” as defined in Section 11000.5 of the California Business and Professions Code: (1) there is an adopted specific plan for the area to be included within the land project, and (2) the decision-making body finds that the proposed land project is consistent with the specific plan for the area.*

Facts in Support of Finding:

1. California Business and Professions Code Section 11000.5 has been repealed by the Legislature. However, this Property is not considered a “land project” as previously defined in Section 11000.5 of the California Business and Professions Code because the project site does not contain 50 or more parcels of land.
2. The Project is not located within a specific plan area.

Finding:

M. That, solar access, and passive heating and cooling design requirements have been satisfied in accordance with Sections 66473.1 and 66475.3 of the Subdivision Map Act.

Facts in Support of Finding:

1. The VTTM includes attached dwelling units with open space, private driveways, and walkways which separate the individual buildings.

The Project and any future improvements are subject to Title 24 of the California Building Code, which requires new construction to meet minimum heating and cooling efficiency standards depending on location and climate. The City’s Building Division enforces Title 24 compliance through the plan check and inspection process.

Finding:

N. That the subdivision is consistent with Section 66412.3 of the Subdivision Map Act and Section 65584 of the California Government Code regarding the City’s share of the regional housing needs and that it balances the housing needs of the region against the public service needs of the City’s residents and available fiscal and environmental resources.

Fact in Support of Finding:

1. The 132 dwelling unit Project yields a density of 20 dwelling units per acre, consistent with the HO-1 (Airport Area Environs Area) Subarea. The Project is consistent with Section 66412.3 of the Subdivision Map Act and Section 65584 of the California Government Code as the Project results in a net increase in 132, for-sale, residential dwelling units which contributes to the City’s assigned 6th Cycle RHNA. By developing underutilized office site with medium-density ownership housing, the Project helps meet the City’s housing goals while utilizing existing infrastructure and public services.

Finding:

O. That the discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board.

Facts in Support of Finding:

1. Wastewater discharge from the Project into the existing sewer system has been designed to comply with the Regional Water Quality Control Board (“RWQCB”) requirements.
2. A Water Quality Management Plan (“WQMP”) has been prepared by Fuscoe Engineering dated February 2026 for the Project.
3. Fact 2 and 4 in support of Finding G is hereby incorporated by reference.

Finding:

- P. For subdivisions lying partly or wholly within the Coastal Zone, the subdivision conforms with the certified Local Coastal Program and, where applicable, with public access and recreation policies of Chapter 3 of the Coastal Act.*

Fact in Support of Finding:

The Property is not located in the Coastal Zone; therefore, compliance with the Local Coastal Program and the Coastal Act is not applicable.

Development Agreement

- Q. In accordance with Section 15.45.020(A)(2)(a) (Development Agreement Required) of the NBMC, a development agreement is required as the Project requires a Zoning Code amendment that includes the development of more than 50 residential units. In this case, the Project has a total of 132 residential units.

Facts in Support of Finding:

The DA satisfies the requirements of Chapter 15.45 (Development Agreements) of the NBMC as follows:

1. The DA includes all the mandatory elements including a term of ten years and public benefits that are appropriate to support conveying the vested development rights consistent with the City’s General Plan, the NBMC, and Government Code Sections 65864 *et seq.*
2. Public benefits include the payment of a public safety fee to satisfy any obligation the Project may have to provide new emergency response services or Fire Department equipment to serve the Airport Area whether a Community Facilities District is formed or not. The Applicant has also agreed to pay a separate public benefit fee to be used by the City Council as it deems appropriate.

SECTION 4. DECISION.

NOW, THEREFORE, BE IT RESOLVED:

The Planning Commission of the City of Newport Beach hereby recommends the following to the City Council:

1. Adopt Environmental Impact Report Addendum to the Housing Implementation Program Environmental Impact Report SCH No. 2023060699 ("PEIR"), as depicted in Exhibit "B," which is attached hereto and incorporated herein by reference;
2. Approve Zoning Code Amendment which is attached hereto as Exhibit "C," and incorporated herein by reference;
3. Approve Development Agreement, which is attached hereto as Exhibit "D," and incorporated herein by reference;
4. Approve Affordable Housing Implementation Plan, in Exhibit "E," which is attached hereto and incorporated herein by reference;
5. Approve Major Site Development Review with conditions of approval which is attached hereto as Exhibit "F," and incorporated by reference (PA2025-0170).

PASSED, APPROVED, AND ADOPTED THIS 4th DAY OF JUNE 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: _____
Tristan Harris, Chair

BY: _____
Jonathan Langford, Secretary

Exhibits:

- Exhibit A – Legal Description
- Exhibit B – Program Environmental Impact Report Addendum
- Exhibit C – Zoning Code Amendment
- Exhibit D – Development Agreement

Exhibit E – Affordable Housing Implementation Plan
Exhibit F – Conditions of Approval

EXHIBIT "A"

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the City of Newport Beach, County of Orange, State of California, and is described as follows:

Parcel 2, in the City of Newport Beach, County of Orange, State of California, as shown on the map filed in Book 63, Page 27 of Parcel Maps, in the Office of the County Recorder of said County.

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EXHIBIT "B"

Program Environmental Impact Report Addendum

Follow Link Below:

https://www.newportbeachca.gov/Pln/PC_TEMP_LINK/Program%20Environmental%20Impact%20Report%20Addendum.pdf






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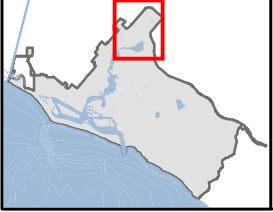
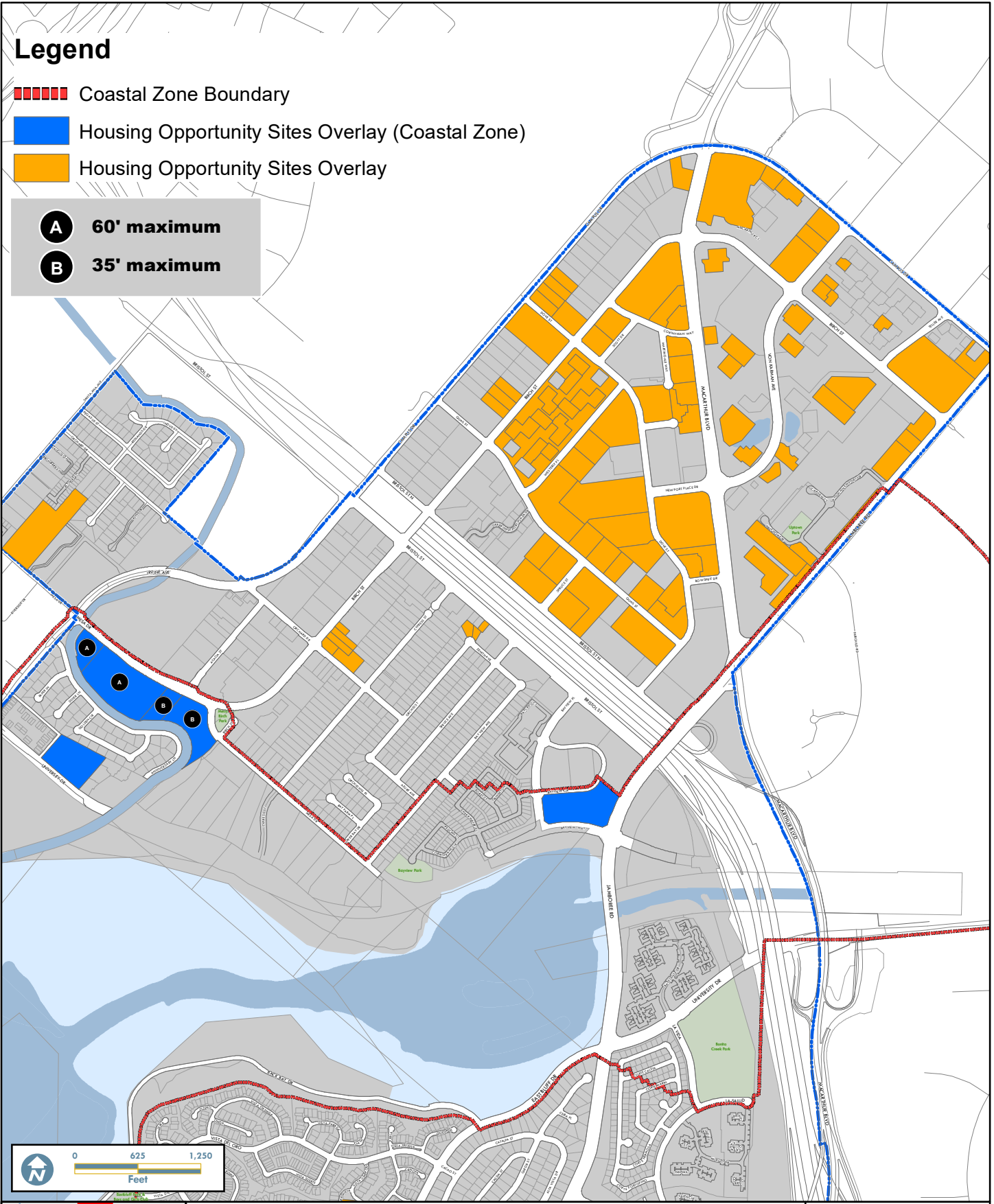
EXHIBIT "C"

Zoning Code Amendment

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Legend

-  Coastal Zone Boundary
 -  Housing Opportunity Sites Overlay (Coastal Zone)
 -  Housing Opportunity Sites Overlay
-  **A** 60' maximum
 -  **B** 35' maximum



HO-1 Airport Area Environs Area

DRAFT



City of Newport Beach
GIS Division
May 14, 2026

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EXHIBIT "D"

Development Agreement to be Provided

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1300 Dove Street

AFFORDABLE HOUSING IMPLEMENTATION PLAN

Submitted May 6, 2026

Prepared by

Springbrook 
Realty Advisors, Inc.

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LINCOLN PROPERTY COMPANY
AFFORDABLE HOUSING PLAN
1300 DOVE STREET
MAY 6, 2026

Project Description

Lincoln Property Company (Developer) is proposing to develop a 132 unit community on a 6.5-acre property bound by Dove Street, Newport Place Drive, and MacArthur Boulevard in Newport Beach. The project site is located in Newport Beach's airport area and is within the Newport Place Planned Community (PC 11), with a base zoning of Professional & Business Office Site 4. The developer is also requesting a rezoning to apply the City's Airport Area Environs Area Overlay (HO-1).

The Project proposes development of 132 units (at 20 units/acre) with 4 building types. The Project's units include duplexes and townhomes, with residential amenities, on-site circulation, and parking. The unit mix consists of 2-4 bedrooms, and the building types are as follows:

1. 3-Story Townhomes (Type A): 6 buildings, totaling 48 units
2. 3-Story Townhomes (Type B): 4 buildings, totaling 32 units
3. 3-Story Duplexes (Type C): 14 buildings, totaling 28 homes
4. 4-Story Duplexes (Type D): 12 buildings, totaling 24 homes

Pursuant to State Density Bonus Law (Government Code Section 65915), 5% of the units (7 of the 132 units) will be reserved for Very Low Income households. There are no additional density bonus units proposed for this project.

The Project also proposes 10,200 square feet of common space along with residential amenities including BBQs, covered outdoor seating and a game lawn. Private open space totaling 22,500 square feet would also be provided. The site would have access from Newport Place Drive and Dove Street.

While the exact location of each of the affordable units within the community has not yet been determined, the affordable units will be spread throughout the property in order to avoid an undue concentration of affordable units in any given area. The two and three bedroom affordable units will be provided in the condominium buildings while the four bedroom units will be provided in the duplex buildings. A detailed listing of the location of each of the affordable units will be provided in the marketing plan submitted for City approval prior to offering the affordable units for sale. As shown in Table 1 on the next page, the affordable units will be designated in approximately the same proportions as the overall unit mix for the project.

Table 1. Affordable Units by Floor Plan Type

Unit Type	Total Units	Very Low Income Unit Mix
2 Bedroom	40	2
3 Bedroom	54	3
4 Bedroom	38	2
Total	132	7

Requested Density Bonus Incentive/Concession

Pursuant to Government Code Section 65915(d)(2)(A), the Project is entitled to one concession/incentive as a result of providing at least 5% of the units as affordable to lower income households. Pursuant to Government Code Sec. 65915(d)(1) “The city, county, or city and county shall grant the concession or incentive requested by the Developer unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following: (summarized from pertinent sections) “(A) the concession or incentive does not result in identifiable and actual cost reductions, (B) would have an adverse impact on public health and safety or on a site listed as a historical site, or (C) is contrary to state or federal law.”

Lincoln Properties is requesting a partial reduction of the park in-lieu fee referenced in General Plan Policy LU 6-15.13 and in Section 19.52 of the City’s Subdivision Code. This request is similar to requests previously approved for most projects in the Newport Place Planned Community.

Development Standards Waiver Request

Government Code Sec. 65915(e)(1) provides that a city or county may not apply any development standard (including height limits) that will have the effect of physically precluding the construction of a density bonus project. The only exceptions to this prohibition are if the development standards waiver would have an impact on health and safety as delineated in Government Code Sec. 65589.5(d), impact on property listed in the California Register of Historical Resources, or if the development standards waiver would be contrary to state or federal law. Lincoln Properties is requesting the following waivers of the City Objective Design Standards (ODS):

1. G3iv. Ground & Upper Floor Façade Coverage
 - P1a. First-Floor Opening & Transparency Standards

The first-floor minimum opening standard in the ODS is 20%. The first-floor window openings at the duplex units provide 18% of the surface area, less than the required 20%. While the first floor is slightly below the 20% threshold, the percentage of openings at the upper levels exceeds 20%. The upper level is the

primary living space and the additional glazing at the upper levels provides greater opportunities for direct sightlines while not impacting interior use and functionality.

If the design was adjusted to increase glazing on the first floor there are concerns of privacy and would require use of custom windows. A solid door is proposed in lieu of a glazed door to ensure security at the lower level. Adjacent to the entry door, a bedroom window is provided, and increasing the number of windows will affect privacy from ground level foot traffic.

2. K2a. Private Driveway Zones (LPZ)

The LPZ (Landscape and Paving Zone) requires a minimum 4' zone as depicted in the ODS as well as 20% landscape of total site frontages. While the proposed site plan achieves 20% landscape of total site frontages, landscape has been prioritized in the courtyard and entry paseos. The driveway planting depths along the private streets / garage alleys within the project have a depth of 3'. The 3' planter depth is consistent across all planters flanking the garages. These depths accomplish the intent of the design standard by providing a combination of vines, grasses, shrubs, ground cover, and ornamental trees, as described in the ODS.

If the planter depth adjacent to each garage was increased to 4', there will be an impact to the paseo depth between buildings, the ground floor patios, and overall unit count.

3. O1c. Horizontal Modulation – Minimum Depth

The ODS indicate that all recesses or projections must be a minimum of 2 feet in depth. The proposed multi-story building massing breaks down larger forms into smaller components and includes multiple plane changes along the building frontage. All modulation on the ground floor meets the 2 feet minimum. On the upper floors, these modulations range from 6 inches to 1 foot, creating façade variation and allowing natural termination of stone materials. These treatments are encouraged to increase visual variety and highlight individual units.

Waiver of the three Objective Design Standards listed will enable construction of the project is necessary to permit construction of the project as submitted.

Income Limits and Affordable Unit Pricing:

The Project is planned to include Very Low income households that will be initially income qualified in accordance with the Orange County area median income (“AMI”), as published by the California Department of Housing and Community Development (“HCD”) in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation based on the median housing income as annually established by the United States Department of Housing and Urban

Development. Table 2 below shows the 2025/2026 maximum income limits for Very Low income households, with household sizes appropriate for the Project.

Affordable Very Low housing expenditures shall be calculated in accordance with provisions of Section 50052.5 of the Health and Safety Code and include the most currently published Orange County Housing Authority (“OCHA”) utility allowances. Pursuant to Health and Safety Code Section 50052.5(b)(2), the gross monthly affordable housing expenditure is the product of 30 percent times 50 percent of the AMI for a Very Low income unit adjusted for appropriate household sizes of the units and the most currently published OCHA utility allowances. Section 50052.5 also requires the affordable sales price calculation for a 2-bedroom unit assumes a three person household, a 3-bedroom unit assumes a four person household, and a 4-bedroom unit assumes a five person household.

Table 2. Maximum Gross Income for Affordable Households

Household Size	Very Low Income Units Maximum Annual Income - 2025
1 Person	\$59,250
2 Person	67,700
3 Person	76,150
4 Person	84,600
5 Person	91,400

Table 3 below shows the maximum gross housing payments for Very Low income households based on 2025 income limits.

Table 3. Maximum Affordable Payments (2025 Income Limits)

Bedroom	Very Low Income Limit (Table 2)	Median Income 2025/2026	50% of Median Income	Annual Gross Housing Payment	Gross Monthly Housing Payment
<i>Very Low Income Units</i>					
2	\$76,150	\$122,950	\$61,475	\$18,443	\$1,537
3	84,600	136,600	68,300	20,490	1,708
4	91,400	147,550	73,775	22,133	1,844

Table 4 on the next page shows estimated sales prices for the Very Low units based on current income limits, interest rates, property tax rates, utility allowances, and estimated homeowner association dues. Based on data provided by the Orange County Housing Authority, as of October 1, 2025 the reduction for the utility allowance is \$283.00 per month for a 2 bedroom unit, \$358.00 per month for a 3 bedroom unit and \$439.00 per month for a 4 bedroom unit. The utility allowance utilized includes basic electricity, electric space heating, water heating, cooking, and air conditioning, as well as water, sewer, and trash charges, which will be paid by the homeowner.

Table 4– Very Low Income Units

Bedroom	Monthly Housing Payment	Loan Payment	Property Taxes	Special Assessments	Utilities	HOA Dues	Maximum Mortgage	Down Payment	Max Sales Price
2	\$ 1,537	\$ 704	\$ 109	\$ 40	\$ 283	\$ 400	\$ 111,448	\$ 5,866	\$ 117,314
3	1,708	787	122	40	358	400	124,543	6,555	131,098
4	1,844	836	130	40	439	400	132,194	6,958	139,152

**Assumes Electric Utilities updated effective October 1, 2025*

Assumptions:

Interest Rate	6.50%
Term (years)	30
HOA	400.00
Utilities	Use Authority Schedule Gas/Electric combination
Insurance	Included in HOA
Taxes	1.12%
Special Assessments	\$40 per month
Downpayment	5%

Prior to the issuance of any building permit for market rate or affordable units, Lincoln Properties will enter into an affordable housing agreement (“Agreement”) in recordable form. The Agreement will ensure compliance with State Density Bonus Law and that the initial maximum sales prices for the affordable homes will be calculated using the methodologies as utilized in Table 4 and the actual utility configurations. The payment amounts and resulting sales prices shown above will be updated prior to the commencement of sales activities to reflect then current income limits, interest rates, property tax rates, utility allowances, homeowner association dues, and any changes in applicable regulations and statutes and any payments on any secondary notes for down payment assistance (if offered by the City or other governmental agencies).

The calculation will be made prior to offering the affordable units for sale and will be submitted to the City staff for approval. The Agreement will also provide that a marketing plan for the affordable units be submitted to City staff for approval prior to offering any affordable units for sale (but after the issuance of any building permit for the project). The marketing plan will include a detailed listing of the affordable units to be offered for sale as well as the methodology for offering the units for sale, selection of buyers, and for qualifying those buyers as being eligible for purchasing an affordable unit.

Equity Sharing Agreement

Per Section 20.32.140 of the City’s Municipal Code, if a Very Low or Low Income unit is initially occupied by a very low or low-income household and offered at an affordable housing cost, the unit will be subject to an equity sharing agreement. In lieu of an equity sharing agreement, the affordable units could per sold to a nonprofit housing corporation pursuant to six requirements in the above section.

Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation and the City of Newport Beach shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within five years for any purposes that promote affordable home ownership. The Equity Sharing Agreement shall adhere to the following requirements:

- The City's initial subsidy shall be equal to the fair market value of the home at the time of the initial sale, minus the initial sale price, plus the amount of any down payment or mortgage assistance. If upon resale, the market value is lower than the initial market value, then the value at the time of resale shall be used as the initial market value.
- The City of Newport Beach's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of the initial sale: and
- The initial subsidy shall include any incentives granted by the City of Newport Beach and shall be equal to the monetary equivalent of the incentives.

EXHIBIT "E"

Affordable Housing Implementation Plan

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EXHIBIT “F”

CONDITIONS OF APPROVAL

(Project-specific conditions are in italics)

Planning Division

1. The Project shall be in substantial conformance with the approved site plan, floor plans, landscape plan, and building elevations stamped and dated with the date of this approval (except as modified by applicable conditions of approval). Minor changes to the approved development may be approved by the Community Development Director, pursuant to Section 20.54.070 (Changes to an Approved Project) of the NBMC. By way of example, a change to the number of stories of a unit, floor plan redesign, and change to square footage ranges would be considered minor changes provided the project was within the allowed height limit, and in compliance with the Objective Design Standards and density range under the Housing Opportunity (HO) Overlay Zoning District.
2. Any substantial modification to the approved Site Development Review plans, as determined by the Community Development Director, shall require an amendment to this Site Development Review application or the processing of a new application.
3. The Project is subject to compliance with all applicable submittals approved by the City of Newport Beach (“City”) and all applicable City ordinances, policies, and standards, unless specifically waived or modified by the conditions of approval
4. The Applicant shall comply with all federal, state, and local laws. A material violation of any of those laws in connection with the use may cause the revocation of this approval.
5. *Unless a longer term is specified in a Development Agreement, this Major Site Development Review shall expire and become void unless exercised seven years from the date of approval of Resolution No. PC2026-018 to coincide with the expiration of Vesting Tentative Tract Map No. 19439 as provided in Condition of Approval No. 16.*
6. A copy of the Resolution, including conditions of approval Exhibit “C” shall be incorporated into the Building Division and field sets of plans before issuance of the building permits.
7. *The proposed residential development shall consist of 132 townhome, condominium units. The number of condominium units may be reduced by the Applicant without an amendment to the Site Development Review or Vesting Tentative Tract Map No. 19438 provided the total number of units meets the 20 to 50 dwelling units per acre density requirement under the HO Overlay Zoning District.*

8. *The maximum height of the residential structures shall be substantially similar to the approved plans. In no case shall the building or any portion of structure, architectural feature or mechanical equipment exceed the height limit set forth in the base zone.*
9. *The on-site residential amenities such as outdoor seating, picnic tables, barbeque, pizza ovens, game lawn; and the publicly accessible open space areas as illustrated on the approved plans shall be provided and maintained for the duration of the Project. The exact mix of amenities may be modified from the original approved plans subject to the approval by the Community Development Director. The Project shall maintain at least 75 square feet of common open space per dwelling unit on the Property as required by the HO-1 subarea. The Project shall also maintain a substantially similar Publicly Accessible Open Space (PAOS) to the proposed 8,927 square feet and in no case shall the PAOS be reduced below the minimum 3% of the Project Site for the duration of the Project. The square footage of on-site resident-serving amenities shall not be reduced so that the development no longer provides 75 square feet of common open space per dwelling unit.*
10. *The residential structure shall be attenuated to provide an interior noise level of 45 dBA CNEL or less pursuant to Section 10.26.030 (Interior Noise Standards) of the NBMC. Use of walls, berms, interior noise insulation, double paned windows, advance insulation systems, or other noise mitigation measures, as deemed appropriate by the City shall be incorporated in the design of the new residential structure to provide adequate noise attenuation.*
11. *Prior to the issuance of a building permit, the Applicant shall pay applicable school fees for the Project.*
12. *Prior to the issuance of a building permit, the Applicant shall pay applicable property development tax as required pursuant to NBMC Chapter 3.12 (Property Development Tax) for the Project.*
13. *A preliminary application for residential development, filed as PA2025-0125, was deemed submitted on July 14, 2025, for this Project. The Preliminary Application prevents the Project from being subject to any City ordinances, policies, and standards adopted after the date of submission, except as specified in Government Code Section 65589.5(o). The Applicant shall provide an in-lieu park dedication fee pursuant to Chapter 19.52 (Park Dedication and Fees), as required for park and recreational purposes in conjunction with the approval of this VTTM. Therefore, unless a different in-lieu park fee is specific in a Development Agreement, the Project will be subject to an in-lieu park fee of \$48,987 per unit which is the fee that was in effect at the time the preliminary application was deemed submitted.*
14. *Prior to the issuance of any certificate of occupancy, the developer shall pay all applicable Development Impact Fees (DIFs) in accordance with the adopted fee schedule.*
15. *Prior to the issuance of a building permit, an affordable housing agreement shall be executed in a recordable form as required by the City Attorney's Office.*

16. *Unless a longer term is specified in a Development Agreement, Vesting Tentative Tract Map No. 19439 shall expire seven years from the date of approval of Resolution No. PC2026-018. Pursuant to Section 19.16.010(A) (Expiration of Tentative Maps (California Government Code Sections 66452.6, 66463.5)) of the NBMC, an approved tentative tract map expires 24 months after the date of its approval or conditional approval. Under Section 19.16.020(A) (Extension of Tentative Maps (California Government Code Sections 66452.6, 66463.5)) of the NBMC, the subdivider shall have the right to request an extension of the map for up to an additional five years.*
17. *Prior to the issuance of a building permit, the Applicant shall submit a landscape and irrigation plan prepared by a licensed landscape architect. These plans shall incorporate drought-tolerant planting and water-efficient irrigation practices, and the plans shall be approved by the Planning Division.*
18. *The Project shall include landscaping around the perimeter of the Property to adequately screen drive aisles, parking areas, and create a visual buffer between the public right-of-way and the Project. These plans shall be approved by the Planning Division.*
19. *The covenants, conditions and restrictions (CC&Rs) shall require that garages be used for vehicles and shall prohibit storage of personal items that would otherwise impede parking of two vehicles within the required garage spaces. The CC&Rs shall prohibit residents from parking in guest parking spaces within the development. Residents and guests shall not park on adjacent private property and signs shall indicate that violators are subject to towing at their own expense. The HOA shall enforce this condition.*
20. *All landscape materials and irrigation systems shall be maintained by the approved landscape plan. All landscaped areas shall be maintained in a healthy and growing condition and shall receive regular pruning, fertilizing, mowing, and trimming. All landscaped areas shall be kept free of weeds and debris. All irrigation systems shall be kept operable, including adjustments, replacements, repairs, and cleaning as part of regular maintenance.*
21. *The site shall not be excessively illuminated based on the luminance recommendations of the Illuminating Engineering Society of North America, or, in the opinion of the Director of Community Development, the illumination creates an unacceptable negative impact on surrounding land uses or environmental resources. The Director may order the dimming of light sources or other remediation upon finding that the site is excessively illuminated.*
22. *Prior to the issuance of a building permit, the Applicant shall prepare a photometric study in conjunction with a final lighting plan for approval by the Planning Division. The survey shall show that lighting values are "1" or less at all property lines.*
23. *Prior to the issuance of a building permit, the Applicant shall submit an acoustic analysis report prepared by an acoustical engineer describing the acoustical design*

features of the structure that will satisfy the minimum interior ambient noise level standards of Section 10.26.303 (Interior Noise Standards).

24. The design of the units shall include advanced air filtration systems to promote cleaner air within living environments.
25. A written disclosure statement shall be prepared prior to the sale, lease, or rental of a residential unit within the development. The disclosure statement shall indicate that the occupants will be living in an urban type of environment adjacent to an airport and that the noise, odor, and outdoor activity levels may be higher than a typical suburban residential area. The disclosure statement shall include a written description of the potential impacts to residents of both the existing environment (e.g., noise from planes, commercial activity on the site and vehicles on streets) and potential nuisances based upon the allowed uses in the zoning district. Each and every buyer, lessee, or renter shall sign the statement acknowledging that they have received, read, and understand the disclosure statement. A covenant shall also be included within all deeds, leases or contracts conveying any interest in a residential unit within the development that requires: (i) the disclosure and notification requirement stated herein; (ii) an acknowledgment by all grantees or lessees that the property is located within an urban type of environment and that the noise, odor, and outdoor activity levels may be higher than a typical suburban residential area; and (iii) acknowledgment that the covenant is binding for the benefit and in favor of the City of Newport Beach. The deed notification language contained in this condition shall be copied into the CC&R's for the project.
26. *Prior to the issuance of the final Certificate of Occupancy, the Applicant shall schedule an evening inspection by the Code Enforcement Division to confirm control of light and glare specified in conditions of approval.*
27. All noise generated by the proposed use shall comply with the provisions of Chapter 10.26 (Community Noise Control), under Sections 10.26.025 (Exterior Noise Standards) and 10.26.030 (Interior Noise Standards), and other applicable noise control requirements of the NBMC.
28. Construction activities shall comply with Section 10.28.040 of the Newport Beach Municipal Code, which restricts hours of noise-generating construction activities that produce noise to between the hours of 7 a.m. and 6:30 p.m., Monday through Friday, and 8 a.m. and 6 p.m. on Saturday.
29. *Prior to the issuance of a building permit, the Applicant shall submit a construction management plan to be reviewed and approved by the Community Development, Fire and Public Works Departments. Upon approval of the plan, the Applicant shall be responsible for implementing and complying with the stipulations set forth in the approved plan.*

30. The exterior of the development shall be always maintained free of litter and graffiti. The owner or operator shall provide for daily removal of trash, litter debris, and graffiti from the premises and on all abutting sidewalks within 20 feet of the premises.
31. All trash bins shall be stored within each residential unit and screened from the view of neighboring properties, except when placed for pick-up by refuse collection agencies. The Applicant shall ensure that the trash receptacles are maintained to control odors. The Applicant shall ensure that the trash bins are maintained to control odors. This may include the provision of periodic steam cleaning of the trash bin, if deemed necessary by the Planning Division. Cleaning and maintenance of trash bins shall be done in compliance with the provisions of Title 14, including all future amendments (including Water Quality related requirements).
32. Prior to the issuance of a building permit, the applicant shall pay any unpaid administrative costs associated with the processing of this application to the Planning Division.
33. The Project shall comply with all applicable mitigation measures within the General Plan Housing Implementation Program (“GPHIP”) Program Environmental Impact Report (“PEIR”) Mitigation Monitoring and Reporting Program (“MMRP”) as specified within Attachment A of the CEQA Addendum prepared by EDP Solutions, INC. dated May 15, 2026.
34. Should the property be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the current property owner or leasing agent.
35. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold harmless the City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including without limitation, attorney’s fees, disbursements, and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to City’s approval of the **1300 Dove Townhomes including, but not limited to, Zoning Code Amendment, Major Site Development Review, Vesting Tentative Tract Map, Affordable Housing Implementation Plan, Development Agreement, and Addendum to the Newport Beach General Plan Housing Implementation Program EIR (PA2025-0170)**. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorney’s fees, and other expenses incurred in connection with such claim, action, causes of action, suit, or proceeding whether incurred by the applicant, City, and/or the parties initiating or bringing the such proceeding. The applicant shall indemnify the City for all the City’s costs, attorneys’ fees, and damages that which City incurs in enforcing the indemnification provisions outlined in this condition. The applicant shall pay to the City upon demand any amount owed to the City under the indemnification requirements prescribed in this condition.

Building Division

- 36. The Applicant is required to obtain all applicable permits from the City’s Building Division and Fire Department. The construction plans must comply with the most recent, City-adopted version of the California Building Code. The construction plans must meet all applicable State Disabilities Access requirements. Approval from the Orange County Health Department is required before the issuance of a building permit.
- 37. *SFR, Duplex and Townhouse per townhouse definition: “A single-family dwelling unit in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides”. shall comply with California Residential Code. 3 or more dwellings that are not a townhouse shall be R2 occupancy and shall comply with California Building Code.*
- 38. *The Project common areas shall comply with Chapter 11A of California Building Code. Show required number accessible parking. Separate vehicular way to circulation path, show curbs and/or detectable warning.*
- 39. The applicant shall employ the following best available control measures (“BACMs”) to reduce construction-related air quality impacts:

Dust Control

- Water all active construction areas at least twice daily.
- Cover all haul trucks or maintain at least two feet of freeboard.
- Pave or apply water four times daily to all unpaved parking or staging areas.
- Sweep or wash any site access points within two hours of any visible dirt deposits on any public roadway.
- Cover or water twice daily any on-site stockpiles of debris, dirt, or other dusty material.
- Suspend all operations on any unpaved surface if winds exceed 25 mph.

Emissions

- Require 90-day low-NOx tune-ups for off-road equipment.
- Limit allowable idling to 30 minutes for trucks and heavy equipment

Off-Site Impacts

- Encourage carpooling for construction workers.
- Limit lane closures to off-peak travel periods.
- Park construction vehicles off traveled roadways.
- Wet down or cover dirt hauled off-site.
- Sweep access points daily.
- Encourage receipt of materials during non-peak traffic hours.
- Sandbag construction sites for erosion control.

Fill Placement

- The number and type of equipment for dirt pushing will be limited on any day to ensure that SCAQMD significance thresholds are not exceeded.
- Maintain and utilize a continuous water application system during earth placement and compaction to achieve a 10% soil moisture content in the top 6-inch surface layer, subject to review/discretion of the geotechnical engineer.

40. *Required number of Electric Vehicle charging shall comply with 4.106.4.2 of the California Green Code. Accessible EV parking cannot count as regular accessible parking.*
41. *Exterior wall and opening protection to property line and between building for R3 building shall comply with Table R302.1(1) and (2) of California Residential Code and for R2 building shall comply with 705 of California Building Code.*
42. *1-hr fire and 50-stc sound rating between dwelling units are required.*
43. *Emergency Escape and rescue opening shall be provided at each sleeping room. R310 of California Residential Code or 1031 of California Building Code.*
44. *Fire sprinkler for R3 building will be NFPA13D and R2 will be NFPA 13R minimum.*
45. Prior to the issuance of a grading permit, a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to comply with the General Permit for Construction Activities shall be prepared, submitted to the State Water Quality Control Board for approval and made part of the construction program. The project applicant will provide the city with a copy of the NOI and their application check as proof of filing with the State Water Quality Control Board. This plan will detail measures and practices that will be in effect during construction to minimize the project's impact on water quality.
46. Before the issuance of a grading permit, the applicant shall prepare and submit a Water Quality Management Plan ("WQMP") for the proposed project, subject to the approval of the Building Division and Code and Water Quality Enforcement Division. The WQMP shall provide appropriate Best Management Practices (BMPs) to ensure that no violations of water quality standards or waste discharge requirements occur.
47. A list of "good housekeeping" practices will be incorporated into the long-term post-construction operation of the site to minimize the likelihood that pollutants will be used, stored, or spilled on the site that could impair water quality. These may include frequent parking area vacuum truck sweeping, removal of waste or spills, limited use of harmful fertilizers or pesticides, and the diversion of stormwater away from potential sources of pollution (e.g., trash receptacles and parking structures). The Stage 2 WQMP shall list and describe all structural and non-structural BMPs. In addition, the WQMP must also identify the entity responsible for the long-term inspection, maintenance, and funding for all structural (and if applicable Treatment Control) BMPs.

Public Works and Utilities Department

48. Prior to the issuance of a building permit, a Tract Map shall be recorded. The map shall be prepared on the California coordinate system (NAD83). Prior to recordation of the Map, the surveyor/engineer preparing the Map shall submit to the County Surveyor and the City of Newport Beach a digital-graphic file of said map in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange

- County Subdivision Manual, Sub Article 18. The Map to be submitted to the City of Newport Beach shall comply with the City's CADD standards. Scanned images will not be accepted.
49. Prior to the recordation of the Final Tract 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 Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Sub Article 18. Monuments (one-inch iron pipe with tag) shall be set On Each Lot Corner unless otherwise approved by the Subdivision Engineer. Monuments shall be protected in place if installed prior to completion of construction project.
 50. Prior to the recordation of the Tract Map, a Subdivision Agreement shall be obtained and approved by the City Council consistent with the Subdivision Code Section 19.36.010.
 51. Prior to Final Map approval, the applicant shall provide a Faithful Performance Bond and Labor and Materials Bond, each for 100 percent of the estimated improvement costs for the improvements in the public right of way and public facilities, as prepared by a Registered Civil Engineer and approved by the Public Works Director, for each of the following, but not limited to, public and private improvements, street improvements, monumentation, sidewalks, striping, signage, street lights, sewer systems, water systems, storm drain systems, water quality management systems, erosion control, landscaping and irrigation within the public right of way, common open spaces areas accessible by the public, fire access and off-site improvements required as part of the project.
 52. Warranty Bond for a minimum of ten percent of the engineer's cost estimate (final percentage to be determined by the Public Works Director) to be released 1-year after the improvements have been completed and accepted.
 53. All improvements shall be constructed per City Standards as required by Ordinance, and the Public Works Department.
 54. An encroachment permit shall be required for all work activities within the public right-of-way.
 55. The final construction management plan (CMP) shall be reviewed and approved by the Community Development Director and the City Traffic Engineer prior to building permit issuance.
 56. Parking layout shall comply with the City Parking Lot Standard 805. Final parking layout shall be reviewed and approved by the City Traffic Engineer. Drive aisle shall be 26-foot minimum clear width.
 57. The applicant shall reconstruct all damaged or broken curb, gutter and sidewalk along the Dove Street, Newport Place Drive and MacArthur Boulevard frontages per City

Standards. A varying width easement for pedestrian and sidewalk purposes shall be dedicated to the City of Newport along the proposed meandering sidewalk along the MacArthur Boulevard frontage. Final easement alignment shall be determined by the Public Works Department.

58. The proposed driveways along the Newport Place Drive and Dove Street frontages shall be constructed per City standard 160.
59. All deliveries and move-ins/move-out shall be accommodated on-site and prohibited from parking or stopping within the public right of way.
60. The on-site sewer mains and water system shall be City owned and maintained. Final design of the water and sewer system, including water meter locations, is subject to further review by the Public Works and Utilities Departments during plan check. Sewer laterals shall be privately owned and maintained. Applicable City easement for the on-site sewer and water is subject to further review by the Public Works and Utilities Departments and shall be dedicated as part of the Final Tract Map.
61. The project storm drain system shall be privately owned and maintained. Final hydrology and hydraulic report shall be reviewed and approved prior to building permit issuance. The applicant shall install a new 48-inch storm drain pipe along Dove Street as identified on the preliminary plans. Final design and extent of the new storm drain improvements shall be determined by the Public Works Department. Any additional required improvements to downstream City infrastructure to accommodate the proposed project shall be designed and constructed by the proposed project. Final design of the storm drain improvements within the public right of way shall be reviewed and approved by the Public Works Department.

Fire Department

62. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area (903.2.8 Group R).
63. Fire alarm systems and smoke alarms shall be installed in Group R-2 and R-2.1 occupancies as required in Sections 907.2.9.1 through 907.2.10.2.1.1. Group R-2.2 shall be equipped throughout with an automatic fire alarm system and shall have a manual fire alarm pull station at the 24-hour staff watch office (907.2.9 Group R-2, R-2.1 and R-2.2.).
64. In Group R-2 occupancies required by Section 907 to have a fire alarm system, each story that contains dwelling units and sleeping units shall be provided with the future capability to support visible alarm notification appliances in accordance with NFPA 72. Such capability shall accommodate wired or wireless equipment (907.5.2.3.3).
65. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall

- extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility (503.1.1).
66. Fire department access roads shall comply with Newport Beach Fire Guidelines C.01 and C.02
 67. Any fire department access roads that exceed 150' will require an approved turn around for fire apparatus.
 68. Addressing shall meet the requirements of Newport Beach Municipal Code 9.04.170
 69. Fire Master Plan shall be submitted to the Fire Prevention Division for approval. The plan shall include information on the following (but not limited to) subjects: fire department vehicle access to the project site, secondary emergency vehicle access, firefighter access (hose pull) around structures, fire lane identification, location of fire hydrants and other fire department appliances, and the location and type of gates or barriers that restrict ingress/egress.
 70. Rescue openings and laddering pads shall be drawn into the site plans and landscape plans.
 71. All portions of the perimeter of all structures shall be located within 150' of a fire lane as measured along an approved route. A portion of the proposed structure exceeding this distance is considered "out of access" and shall be corrected during plan review by one of the following methods:
 - a. Provide additional fire lanes to bring the entire structure "in access".
 - b. Propose an alternate form of mitigation via the Alternate Methods and Materials provisions of the fire code for the Fire Marshal's review. There is no guarantee that the Alternate Methods and Materials proposal will be approved as proposed.
 72. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by Appendix B of the 2022 California Fire Code (507.1).
 73. Fire hydrants shall be spaced along fire department access roads in compliance with the 2022 California Fire Code Appendix C.
 74. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided.
 75. A deferred submittal shall be required for the following items:
 - a. Residential fire sprinklers per NFPA 13R and 13D.

- b. Fire underground for onsite Fire hydrants and water supply to R2 buildings.
- c. Fire Master plan.
- d. Fire sprinkler monitoring systems for R2 buildings.

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Attachment PC 2

General Plan Consistency Analysis

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General Plan Policy Consistency

General Plan Goal or Policy	Consistency
<p>Housing Element Policy 3.2. <i>Encourage housing developments to offer a wide spectrum of housing choices, designs, and configurations.</i></p> <p>Land Use Element Policy LU 2.3 (Range of Residential Choices). <i>Provide opportunities for the development of residential units that respond to community and regional needs in terms of density, size, location, and cost. Implement goals, policies, programs, and objectives identified within the City's Housing Element.</i></p>	<p>The Project proposes a 132-unit residential townhome complex consisting of for-sale, attached single-unit dwellings offered in ten distinct floor plan configurations ranging from two to four bedrooms and 1,251 to 2,562 square feet. This Project would diversify the City's housing stock, accommodate a variety of household sizes, respond to market demand, and support the City's efforts to increase the supply of housing throughout the City.</p>
<p>Land Use Element Policy LU3.2 (Growth and Change). <i>Enhance existing neighborhoods, districts, and corridors, allowing for re-use and infill with uses that are complementary in type, form, scale, and character. Changes in use and/or density/intensity should be considered only in those areas that are economically underperforming, are necessary to accommodate Newport Beach's share of projected regional population growth, improve the relationship and reduce commuting distance between home and jobs, or enhance the values that distinguish Newport Beach as a special place to live for its residents. The scale of growth and new development shall be coordinated with the provision of adequate infrastructure and public services, including standards for acceptable traffic level of service.</i></p>	<p>The Project is proposed on an existing property with an older office development that is underutilized, within an area of the City that is considerably developed. The Project will add 132 attached single-unit dwellings to the City's housing stock which furthers the City's efforts of increasing and diversifying the housing stock. Additionally, the Public Works Department reviewed the sewer and water demand study prepared for the Project. There are conditions that require final design of the water and sewer system, including water meter locations, to be reviewed and approved by the Public Works and Utilities Departments. In addition, the project trip generation was reviewed and approved by the Public Works Department. The estimated trip generation for the project is 820 average daily trips (ADTs), which is 758 ADTs less than the existing office use. Therefore, the project does not result in a net increase of 300 ADTs, and no traffic study is required per Chapter 15.40 (Traffic Phasing Ordinance) of the NBMC.</p>
<p>Land Use Element Policy LU 4.5 (Residential Uses and Residential Densities). <i>Residential use of any property included within an established housing opportunity overlay zoning district is allowed regardless of and in addition to the underlying land use category or density limit established through Policy LU 4.1, Table LU 1 and Table LU 2, or any other conflict in the Land Use Element. A general plan amendment is not required to develop a residential use within an established housing opportunity zoning overlay district. The maximum density specified for the various overlay districts specified in Policy LU 4.4 is an average over the entire property or project site.</i></p>	<p>As proposed the Project includes a zoning code amendment to designate the Property within HO-1 Subarea. The Project proposes 132 residential condominiums on a 6.5-acre property which yields a density of 20 dwelling units per acre, consistent with the allowed density of the HO-1 Subarea.</p>

General Plan Goal or Policy	Consistency
<p>Land Use Element Policy LU 5.1.9 (Character and Quality of Multi-Family Residential) <i>Require that multi-family dwellings be designed to convey a high-quality architectural character in accordance with the following principles: Building Elevations, Ground Floor Treatments, Roof Design, Parking, Open Space and Amenity</i></p>	<p>The principles of this policy are implemented through Section 20.48.185 (Multi-Unit Objective Design Standards) of the NBMC. As detailed in the Objective Design Standards Checklist, which is attached hereto as Exhibit “B” and incorporated by reference, the Project complies with the majority (49 of 52) of the applicable objective design standards and in some cases exceeds the intent of the standards. However, the Applicant requests minor deviations of three objective design standards. The Objective Design Standards were developed to implement Land Use Policy LU 5.1.9, therefore compliance with these standards with negligible deviation ensures that the Project is consistent with Land Use Policy LU5.1.9.</p> <p>Additionally, the Project includes buffer landscaped areas and common open space that are thoroughly landscaped with drought tolerant and noninvasive plant species. Additionally, all internal driveways to garages are behind the residential buildings and individual trash containers are kept within each private garage space not visible from the public street.</p>
<p>Land Use Element Policy LU 5.6.1 (Compatible Development). <i>Require that buildings and properties be designed to ensure compatibility within and as interfaces between neighborhoods, districts, and corridors</i></p>	<p>The Project design compactly arranges the 36 separate buildings to maximize site efficiency and preserve the required setbacks and building separations. The Project site design includes interior drive aisles and resident amenity areas which are screened from public view. The Project’s landscaped edge conditions, location of drive aisles and residential amenities reduce the visual impact of the Project and ensures compatibility with the surrounding neighborhood.</p>
<p>Land Use Element Policy LU 5.6.2 (Form and Environment). <i>Require that new and renovated buildings be designed to avoid the use of styles, colors, and materials that unusually impact the design character and quality of their location such as abrupt changes in scale, building form, architectural style, and the use of surface materials that raise local temperatures, result in glare and excessive illumination of adjoining properties and open spaces, or adversely modify wind patterns.</i></p>	<p>The architectural design of the Project is a coastal region inspired modern design with clean straight lines, large windows, stacked units, and stucco siding with brick accents. The light, neutral tones used in the color palette enhance architectural articulation and reflect the coastal environment, while limestone adds texture and durability.</p>
<p>Land Use Element Policy LU 5.6.3 (Ambient Lighting). <i>Require that outdoor lighting be located and designed to prevent spillover onto adjoining properties or significantly increase the overall ambient illumination of their location.</i></p>	<p>The Project has been conditioned to require the Applicant to prepare a photometric study in conjunction with a final lighting plan which shows that lighting values are “1” foot-candle or less at all property lines. The Project has also been conditioned to allow the Community Development Director to order the dimming of light sources or other remediation upon finding that the illumination creates an</p>

General Plan Goal or Policy	Consistency
	unacceptable negative impact on surrounding land uses or environmental resources.
<p>Land Use Element Policy LU 6.15.3 (Airport Compatibility) <i>Require that all development be constructed in conformance with the height restrictions set forth by the Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR) Part 77, and Caltrans Division of Aeronautics, and that residential development shall be allowed only on parcels with noise levels of less than John Wayne Airport 65 dBA CNEL noise contour area as shown in Figure N5 of the Noise Element of the General Plan, unless and until the City determines, based on substantial evidence, that the sites wholly within the 65 dBA CNEL noise contour shown in Figure N5 are needed for the City to satisfy its Sixth Cycle RHNA mandate. Nonresidential uses are, however, encouraged on parcels located wholly within the 65 dBA CNEL contour area; and</i></p>	<p>The Project is required to comply with the provisions of the Building and Energy Efficiency Standards California Code of Regulations (“CCR”), Title 24, Parts 6 – California Energy Code) and the Green Building Standards Code (CCR, Title 24, Part 11 - CALGreen). Additionally, the Project would generally implement water-efficient landscaping, water quality best management practices and low impact development practices. The Project would generally mimic the existing flow patterns; however, an upgrade to the storm drain is required and conditioned to a minimum upsize of the existing storm drain along Quail Street to 48 inches. The Project is conditioned so that the extent of the work will be determined by the Public Works Department. Any additional required improvements to downstream City infrastructure to accommodate the Project shall be designed and constructed by the Project.</p> <p>Throughout the site, areas of passive green space are integrated alongside pedestrian walkways, including a turf and decomposed granite seating zone with benches that provide areas for informal use, rest, and neighborhood interaction.</p>
<p>Noise Element Policy N 3.2 Residential Development <i>Require that residential development proximate to John Wayne Airport shall not be located on parcels wholly within the John Wayne Airport 65 dBA CNEL noise contour shown in Figure N5 of the Noise Element of the General Plan, unless and until the City determines, based on substantial evidence, that the sites wholly within such contour area are needed for the City to satisfy its Sixth Cycle RHNA mandate. Require developers of residential or mixed-use land uses with a residential component to notify prospective purchasers or tenants of aircraft noise. Additionally, require outdoor common areas or recreational areas of residential or mixed-used developments to be posted with signs notifying users regarding the proximity to John Wayne Airport and the presence of operating aircraft and noise.</i></p>	<p>The Property is located within the 60 dBA CNEL noise contours established in the General Plan Noise Element Figure N5 and outside the 65 dBA CNEL noise contours. Pursuant to Section 20.28.050 (C)(2) (Airport Area Environs Area) of the NBMC, additional specific development standards are required for development in the Airport Area to mitigate sound with a required acoustical report to confirm levels within Section 10.26.30 (Interior Noise Standards) of the NBMC; advanced interior air filtration systems; and a required notification to owners and tenants disclosing potential impacts to residents of the existing environment and potential nuisances based upon the allowed uses in the area. Condition of Approval Nos. 23 through 25 are included in the Resolution, ensuring these regulations are met.</p>
<p>Land Use Policy LU 6.15.23 (Sustainability Development Practices). <i>Require that development achieves a high level of environmental sustainability that reduces pollution and consumption of energy, water, and natural resources. This may be accomplished through the mix and density of uses, building location and design,</i></p>	<p>The Project is required to comply with the provisions of the Building and Energy Efficiency Standards California Code of Regulations (“CCR”), Title 24, Parts 6 – California Energy Code) and the Green Building Standards Code (CCR, Title 24, Part 11 - CALGreen). Additionally, the Project would generally implement water-efficient landscaping, water quality best management practices and low impact development practices. The Project would</p>

General Plan Goal or Policy	Consistency
<p><i>transportation modes, and other techniques. Among the strategies that should be considered are the integration of residential with jobs-generating uses, use of alternative transportation modes, maximized walkability, use of recycled materials, capture and re-use of storm water on-site, water conserving fixtures and landscapes, and architectural elements that reduce heat gain and loss</i></p> <p>Circulation Element Policy CE 7.1.7 (Project Site Design Supporting Alternate Modes). <i>Encourage increased use of public transportation by requiring project site designs that facilitate the use of public transportation and walking.</i></p>	<p>generally mimic the existing flow patterns; however, an upgrade to the storm drain is required and conditioned to a minimum upsize of the existing storm drain along Quail Street to 48 inches. The Project is conditioned so that the extent of the work will be determined by the Public Works Department. Any additional required improvements to downstream City infrastructure to accommodate the Project shall be designed and constructed by the Project.</p> <p>Throughout the site, areas of passive green space are integrated alongside pedestrian walkways, including a turf and decomposed granite seating zone with benches that provide areas for informal use, rest, and neighborhood interaction.</p>
<p>Circulation Element Policy CE 2.3.3 (New Development Maintained Responsibility). <i>Ensure minimization of traffic congestion impacts and parking impacts and ensure proper roadway maintenance through review and approval of Construction Management Plans associated with new development proposals in residential neighborhoods.</i></p>	<p>Although the Project is not located within an established residential neighborhood, a draft construction management plan ("CMP") has been reviewed and approved by the Community Development, Fire, and Public Works Departments. This ensures that any traffic congestion impacts associated with the construction process is minimized to the greatest extent possible. The Project has been conditioned to require the Applicant to provide a final CMP to be reviewed and approved by Community Development, Fire, and Public Works Departments.</p>

Attachment PC 3

FFA Letter – Finding of No Hazard

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Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2026-AWP-2073-OE

Issued Date: 03/10/2026

LINCOLN PROPERTY COMPANY
 ALLIE MEISTER
 4041 MacArthur Blvd.
 Suite 510
 Newport Beach, CA 92660

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building 1300 Dove Street
 County, State: Orange, California

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
Northwest corner	33-39-43.61N	117-51-55.84W	50 Ft	46 Ft	96 Ft
Northeast corner	33-39-44.13N	117-51-49.79W	50 Ft	46 Ft	96 Ft
Southeast corner	33-39-39.25N	117-51-48.80W	50 Ft	46 Ft	96 Ft
Southwest corner	33-39-38.55N	117-51-53.60W	50 Ft	46 Ft	96 Ft
Internal West boundary	33-39-40.36N	117-51-55.34W	50 Ft	46 Ft	96 Ft

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination expires on 09/10/2027 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at 1-206-231-2877, or Nicholas.Sanders@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2026-AWP-2073-OE.

Signature Control No: 691559257-696281607

Nicholas Sanders
Technician

(DNE)

Attachment PC 4

Applicant Project Description Letter

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Project Description and Justification
1300 Dove Street Project

The 1300 Dove Street Project (“Project”) would be located on the approximately 6.5-acre property bounded by Dove Street, Newport Place Drive, and MacArthur Boulevard. The project site is in the City of Newport Beach’s Airport Area and designated Mixed-Use Horizontal 2. The project site is within the Newport Place Planned Community (PC 11), with a base zoning of Professional & Business Office Site 4. The site is also within the PC 11 Residential Overlay, which permits densities of 30-50 units/acre. The Project requests a rezoning to apply the City’s Housing Opportunity Overlay Zoning District, specifically the HO-1 – Airport Area Environs Area Overlay (“HO-1”).

The Project proposes development of 132 dwelling units (at 20 units/acre) in 14 buildings (four building types). The Project’s units include duplexes and townhomes, with associated improvements, including residential amenities, on-site circulation, and parking (304 spaces). The unit mix consists of 2-4 bedrooms, providing a variety of unit-types to serve the diverse needs of the City of Newport Beach’s residents. The building types are as follows:

1. 3-Story Townhomes (Type A): 6 buildings, totaling 48 units.
2. 3-Story Townhomes (Type B): 4 buildings, totaling 32 units.
3. 3-Story Duplexes (Type C): 14 buildings, totaling 28 homes.
4. 4-Story Duplexes (Type D): 12 buildings, totaling 24 homes.

The Project proposes 12,100 square feet of common space along with residential amenities including BBQs, covered outdoor seating and a game lawn. Private open space totaling 27,210 square feet would also be provided. The site would have access from Newport Place Drive and Dove Street.

Site Development Review (NBMC Section 20.52.080)

The project exceeds the thresholds identified in NBMC Table 5-2 and requires site development review.

Finding 1

The proposed development is allowed within the subject zoning district.

Facts in Support of Finding

1. With approval of the requested rezoning, the project site is within the HO-1 District, which allows mixed-use housing projects with densities ranging from 20-50 units/acre. The Project proposes 132 townhomes and duplexes across the 6.5-acre site, approximately 20.3 units/acre.
2. The Project implements the City’s Housing Element, which generally planned for increased housing in the Airport Environs Area through the adoption of a housing opportunity overlay (HO-1 District).

3. The underlying zoning district – PC 11 with a Residential Overlay – also permits residential uses.

Finding 2

The proposed development is in compliance with all of the applicable criteria identified in subsection (C)(2)(c) of Section 20.52.080.

- a. Compliance with this section, the General Plan, this Zoning Code, any applicable specific plan, and other applicable criteria and policies related to the use or structure.*
- b. The efficient arrangement of structures on the site and the harmonious relationship of the structures to one another and to other adjacent developments; and whether the relationship is based on standards of good design.*
- c. The compatibility in terms of bulk, scale, and aesthetic treatment of structures on the site and adjacent developments and public areas.*
- d. The adequacy, efficiency, and safety of pedestrian and vehicular access, including drive aisles, driveways, and parking and loading spaces.*
- e. The adequacy and efficiency of landscaping and open space areas and the use of water efficient plant and irrigation materials.*
- f. The protection of significant views from public right(s)-of-way and compliance with Section 20.30.100 (Public View Protection).*

Facts in Support of Finding

1. The Land Use Element of the General Plan designates the property for residential and non-residential uses and PC 11 identifies the site for business and professional office uses, but with a residential overlay. However, the Housing Element identified the Airport Environs Area as appropriate for significant residential development and the HO-1 District, as adopted consistent with the Housing Element, applies to the project site.
2. The General Plan recognizes the Airport Area as ideal for “reuse and repurposing of existing nonresidential uses while allowing for a variety of housing opportunities ... proximate to jobs, transportation, supporting commercial, and services.” (GP LUE Policy LU 3.3.)
3. The HO-1 District permits housing at densities of 20-50 units/acre. The project is consistent with that standard, proposing a base density of 20.3 units/acre.
4. The Project proposes a diversity of housing types, ranging in types and numbers of bedrooms, providing a range that suits the demographics of the City of Newport Beach.
5. The project has been designed as a unified development that incorporation of open spaces, walkway, landscaping, and other amenities, as well as improves the right-of-way. Together,

these improvements promote active resident/pedestrian use of the site. Thus, the Project meets the goals of the General Plan by providing a development that contributes “to a cohesive urban, mixed-use character where residents and visitors can live, work, shop, access services, and play.” (GP LUE Policy LU 3.3.)

6. The height, bulk, and scale of the Project, which is generally low-rise (up to four stories), is consistent with, the building heights of nearby properties, which range from 2-3 story low-rise offices to 6-8 story high rise offices (1500 Quail Street, 1301 Dove Street, 1201 Dove Street, and 4100 Newport Place).
7. The Project’s design creates ample walkways and open space between and among buildings, which provide natural light and facilitates pedestrian access/use within and outside of the site.
8. MacArthur Boulevard would be improved with cohesive landscaping and an enhanced pedestrian walkway which would invite pedestrian activity.
9. A consolidated recreation area with various amenities would provide on-site recreation opportunities for future occupants (families) of the Project.
10. The Project’s parking, access points, and on-site circulation are designed to provide adequate drive aisles and minimum vehicle turning areas to provide safe access for residents, guests, emergency vehicles, and refuse collection.
11. The existing Airport Environs Area is largely developed with office and commercial uses, and the development of residential uses would promote pedestrian activation of the area and provide housing opportunities proximate to an existing employment center.
12. There are no unique or significant public views from adjacent rights-of-way that would be negatively impacted by the proposed project.
13. The Project uses water efficient landscaping consistent with City requirements.

Finding 3

The project is not detrimental to the harmonious and orderly growth of the City, nor endangers, jeopardizes, or otherwise constitutes a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed development.

Facts in Support of Finding

1. The Project was designed to ensure that potential conflicts with surrounding land uses are minimized to the extent possible to maintain a healthy environment for both business and residents. To achieve this, the Project proposes an architecturally pleasing housing development with articulation, variations in buildings types/styles, paths and open spaces,

and building elements that enhance the urban environment and implement the natural themes associated with the existing environment.

2. The Project's buildings are designed to accommodate and provide safe access for emergency vehicles, delivery trucks, and refuse collection vehicles, as well as pedestrians and residents.
3. The Project is expressly within an area planned for residential development, located in the PC 11 residential overlay and the HO-1 Housing Opportunity area.
4. All trash storage and pick-up will be consistent with the requirements of NBMC Section 20.30.120 (Solid Waste & Recyclable Materials Storage), ensuring compatibility with the on-site and adjacent uses.
5. While the Project would introduce new sources of light, the project site is currently developed with office and parking uses that generate light. All exterior project lighting is required to comply with NBMC Section 20.30.070, which mandates that all outdoor lighting fixtures be designed, aimed, located, and maintained to shield adjacent properties from light spillage.
6. The new construction will comply with all Building, Public Works, Fire Codes, City ordinances, and all conditions of approval.
7. All mechanical equipment for the project will be screened from public view and to lessen noise impacts on surrounding uses.
8. The Project redevelops existing lots and introduces new residential uses with the intent of creating a resident and pedestrian-friendly environment close to jobs, commerce, entertainment, and recreation.

Objective Design Standards Waivers

G3iv. Ground & Upper Floor Façade Coverage

P1a. First-Floor Opening & Transparency Standards

The first-floor minimum opening standard in the Objective Design Standards (ODS) is 20%. The first-floor window and door openings at the duplex units provide 18% of the surface area, less than the required 20%. The first floor of the duplex will be used as a bedroom, and adding additional windows would affect privacy and limit the interior usability of the bedroom space.

However, the primary living space is located on the second floor, where additional glazing has been incorporated into the elevation. The percentage of openings at the upper levels exceeds 20% and provides greater opportunities for direct sightlines to the adjacent public realm. A solid door is proposed in lieu of a glazed door to ensure security at the lower level, while the primary living area is located on the second floor.

J2c. Private Street Zones – LPZ Design Standards

Landscaping and Paving Zone (LPZ), shall be a minimum of 5-foot, with planting beds no less than 3-feet in width. A waiver is requested to the LPZ standards at Buildings 1–6, Buildings 11–14, and Buildings 29 and 36. A reduction of the landscape area to 2' is proposed adjacent to these buildings in order to provide continuous sidewalk connection throughout the site. All buildings maintain a minimum of 20% landscaping across the total building frontages.

O1c. Horizontal Modulation – Minimum Depth

The Objective Design Standards indicate that all recesses or projections must be a minimum of 2 feet in depth. The proposed multi-story building massing breaks down larger forms into smaller components and includes multiple plane changes along the building frontage. All modulation on the ground floor meet the 2 feet minimum. On the upper floors, these modulations range from 6 inches to 1 foot, creating façade variation and allowing natural termination of stone materials. These treatments are encouraged to increase visual variety and highlight individual units.

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Attachment PC 5

Project Plans

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1300 DOVE STREET

1300 DOVE STREET
NEWPORT BEACH, CALIFORNIA



OUR TEAM

APPLICANT :
LINCOLN PROPERTY COMPANY
951.317.5640
CONTACT: ALLIE MEISTER
AMEister@LPC.com

ARCHITECT :
BASSENIAN LAGONI
131 INNOVATION DRIVE, SUITE 100
IRVINE, CA 92617
949.553.9100
CONTACT: JOHNNY CHUNG
jchung@bassenianlagoni.com

CIVIL :
FUSCOE ENGINEERING
15535 SAND CANYON AVE, SUITE 100
IRVINE, CA 92618
949.474.1960
CONTACT: ORIANA SLASOR
oslasor@fuscoe.com

LANDSCAPE :
MJS LANDSCAPE ARCHITECTURE
507 30TH STREET
NEWPORT BEACH, CA 92663
949.675.9964
CONTACT: DAN DELLE
dan@mjs-la.com



VICINITY MAP

(NOT TO SCALE)



SHEET INDEX

CS	COVER SHEET/ SHEET INDEX	A3.4	ROOF PLAN
PROJECT SUMMARY		A3.5	FRONT & REAR ELEVATIONS
		A3.6	LEFT & RIGHT ELEVATIONS
		A3.7	BUILDING SECTIONS
PD	PROJECT DATA	DUPLEX BUILDING TYPE 'C' - THREE STORY	
RENDERING		A4.1	FIRST AND SECOND FLOOR PLAN
R.1	CONCEPTUAL BIRD'S EYE OF COMMUNITY	A4.2	THIRD FLOOR AND ROOF PLAN
R.2	CONCEPTUAL PERSPECTIVE OF 8 PLEX CONDO	A4.3	FRONT ELEVATION
R.3	CONCEPTUAL PERSPECTIVE OF DUPLEX	A4.4	FRONT & REAR ELEVATIONS
		A4.5	LEFT & RIGHT ELEVATIONS
CIVIL		DUPLEX BUILDING TYPE 'D' - FOUR STORY	
CIVIL ENTITLEMENT SET		A5.1	FIRST AND SECOND FLOOR PLAN
C1.0	TITLE SHEET	A5.2	THIRD AND FOURTH FLOOR PLAN
C2.0	EXISTING CONDITIONS	A5.3	ROOF PLAN
C3.0	CONCEPTUAL GRADING PLAN	A5.4	FRONT & REAR ELEVATIONS
C4.0	CONCEPTUAL UTILITY SHEET	A5.5	LEFT & RIGHT ELEVATIONS
C5.0	SECTIONS	COLOR BOARDS	
C6.0	AVERAGE GRADE PLANE	CB1	COLOR BOARD - BUILDING A & B
VESTING TENTATIVE TRACT MAP		CB2	COLOR BOARD - BUILDING C & D
VTTM	VESTING TENTATIVE TRACT MAP	LANDSCAPE	
ARCHITECTURAL		L1	CONCEPTUAL LANDSCAPE PLAN
SITE PLAN & EXHIBIT		L2	AMENITY COURTYARD #1, #2, AND #3 ENLARGEMENTS
A1.1	SITE PLAN	L3	TOWNHOME PASEO
A1.2	PRIVATE OPEN SPACE EXHIBIT	L4	DUPLEX PASEO
A1.3	ELEVATION OPENING EXHIBIT	L5	LIFESTYLE IMAGERY
A1.4	ALLOWABLE OPENING EXHIBIT - CONDOS	L6	CONCEPTUAL PLANTING PLAN
A1.5	ALLOWABLE OPENING EXHIBIT - DUPLEX	L7	PLANT IMAGERY
A1.6	BUILDING TYPE 'A' EXITING ANALYSIS	L8	PLANT IMAGERY
A1.7	BUILDING TYPE 'B' EXITING ANALYSIS	L9	CONCEPTUAL ILLUSTRATION PLAN
8 PLEX BUILDING TYPE 'A' - THREE STORY CONDOS		L10	WALL AND FENCE PLAN
A2.1	FIRST FLOOR PLAN	L11	CONCEPTUAL LIGHTING PLAN
A2.2	SECOND FLOOR PLAN		
A2.3	THIRD FLOOR PLAN		
A2.4	ROOF PLAN		
A2.5	FRONT & REAR ELEVATIONS		
A2.6	LEFT & RIGHT ELEVATIONS		
A2.7	BUILDING SECTIONS		
8 PLEX BUILDING TYPE 'B' - THREE STORY CONDOS			
A3.1	FIRST FLOOR PLAN		
A3.2	SECOND FLOOR PLAN		
A3.3	THIRD FLOOR PLAN		

COVER SHEET

1300 DOVE STREET
Newport Beach, California

B05.25082

CS

03.24.26



City of Newport Beach

SITE SUMMARY:

PROJECT ADDRESS
1300 DOVE STREET, NEWPORT BEACH, CALIFORNIA 92660

ASSESSOR PARCEL NO:
427 222 01

TAG:
L4N_004

GENERAL PLAN LAND USE :
MU-H2 MIXED-USE HORIZONTAL
ADDITIONAL SPECIFIC DEVELOPMENT LIMIT, SEE TABLE LU2: ANOMALY 15

ZONING DISTRICT:
PC 11 NEWPORT PLACE

PC LAND USE:
NEWPORT PLACE (Prof. & Bus, Off, Site 4) WITH RESIDENTIAL OVERLAY

REQUEST PROJECT SITE TO BE MODIFIED TO HOUSING OPPORTUNITY SITE OVERLAY ZONE (HO-1_AIRPORT AREA) WITH AN ALLOWABLE RESIDENTIAL REDEVELOPMENT DENSITY OF 20 DU/ AC.

COASTAL ZONE:
NO

LOT SIZE:
±6.5 ACRES (283,330 SQ. FT)

GROSS DENSITY: ± 20.00 HOMES/ACRE

LOT COVERAGE RATIO: 99,958 SQ. FT / 283,140 SQ. FT.
35.30%

SETBACK:
0 Feet setback from Macarthur Blvd.
0 Feet setback from Newport Pl.
0 Feet setback from Dove St.
0 Feet setback from internal Property line
(3) Any portion of the building that is over twenty (20) feet in height shall be set back a minimum of twenty (20) feet from the street right-of-way.

GROSS FLOOR AREA:
Building Summary:
(6) Building type 'A' (8 plex): 3 story Condominiums = 15,338 s.f. x 6 bldgs = **92,028 s.f.**
(4) Building type 'B' (8 plex): 3 story Condominiums = 15,286 s.f. x 4 bldgs = **61,143 s.f.**
(14) Building type 'C' (Duplex): 3 story Duplex = 4,991 s.f. x 14 bldgs = **69,877 s.f.**
(12) Building type 'D' (Duplex): 4 story Duplex = 6,219 s.f. x 12 bldgs = **74,629 s.f.**
Total Building Square footage = 297,676 s.f.

FLOOR AREA RATIO: F.A.R. = 1.012

PROJECT DESCRIPTION:

3-STORY CONDOMINIUMS AND 3-STORY AND 4-STORY TWO FAMILY DWELLINGS. THE PROJECT SITE IS LOCATED ON AN APPROXIMATELY 6.5 ACRES LOT IN THE MIXED USE HORIZONTAL, NEWPORT PLACE (PROF. BUS, OFFICE, SITE 4) WITH RESIDENTIAL OVERLAY. PROJECT SITE LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF DOVE STREET AND NEWPORT PLACE.

BUILDING SUMMARY
UNIT COUNT: 132 UNITS
CONSTRUCTION TYPE: TYPE VB RESIDENTIAL

BUILDING OCCUPANCY: R-2 (TOWNHOME)
R-3 (DUPLICATE)

FIRE SPRINKLERS: NFPA 13D (3-STORY DUPLEX)
NFPA 13R (4-STORY DUPLEX)
NFPA 13 (CONDOMINIUMS)

BUILDING HEIGHT: 38' (CONDOMINIUM)
37' (3-STORY DUPLEX)
47' (4-STORY DUPLEX)

CODES:
2025 CALIFORNIA BUILDING CODE
2025 CALIFORNIA RESIDENTIAL CODE
2025 CALIFORNIA MECHANICAL CODE
2025 CALIFORNIA PLUMBING CODE
2025 CALIFORNIA FIRE CODE
2025 CALIFORNIA ELECTRICAL CODE
2025 CALIFORNIA ENERGY CODE
2025 CALIFORNIA GREEN BUILDING STANDARDS CODE



Bassenian | Lagoni
ARCHITECTURE • PLANNING • INTERIORS

Copyright 2026 Bassenian | Lagoni Architects
2021 Orchard Drive, Suite 100
Newport Beach, CA, USA 92660
Tel: +1 949 553 9100
Tel: +1 949 553 9548

CONCEPTUAL BIRDS EYE OF THE COMMUNITY

View 1
1300 DOVE STREET
Newport Beach, California

805.25082

City of Newport Beach

ARTISTS CONCEPT RENDERING FOR BUILDING ONLY



R.1
03.24.26

Lincoln



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CONCEPTUAL PERSPECTIVE OF 8 PLEX CONDO

View 2
 1300 DOVE STREET
 Newport Beach, California

B05.25082

City of Newport Beach



KEY PLAN
 N
 I

R.2
 03.24.26

Lincoln

ARTISTS CONCEPT RENDERING FOR BUILDING ONLY



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CONCEPTUAL PERSPECTIVE OF DUPLEX

View 3

1300 DOVE STREET
 Newport Beach, California

B05.25082

City of Newport Beach



KEY PLAN
 N

R.3
 03.24.26

Lincoln

ARTISTS CONCEPT RENDERING FOR BUILDING ONLY

CITY OF NEWPORT BEACH

1300 DOVE STREET
NEWPORT BEACH, CA 92660



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

- EXISTING LAND USE: COMMERCIAL
- PROPOSED LAND USE: RESIDENTIAL CONDOMINIUMS

FLOOD ZONE

THE AREA OF LAND SHOWN HEREON LIES ENTIRELY WITHIN FLOOD ZONE "X", AS DEFINED ON INFORMATION PUBLISHED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS COLLECTED BY FLOOD INSURANCE RATE MAP PANEL NO. 06059C0286J, EFFECTIVE 12/03/2009.

OWNER

AG RESTORATION OWNER, LP
4041 MACARTHUR BOULEVARD, SUITE 510
NEWPORT BEACH, CA 92660
CONTACT: PARKER MILLER
PHONE: (951) 317-5640

SITE ADDRESS

1300 DOVE STREET
NEWPORT BEACH, CA 92660

SOILS ENGINEER

JOHN F. O'BRIEN, P.E., G.E.
NOVA SERVICES
4375 VIEWRIDGE AVE., SUITE B
SAN DIEGO, CA 92121
PHONE: (949) 292-7575

CIVIL ENGINEER

ORIANA SLASOR, P.E.
FUSCOE ENGINEERING, INC.
15535 SAND CANYON AVE., SUITE 100
IRVINE, CA 92618
PHONE: (949) 474-1960



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
THAT PORTION OF BLOCK 50 OF IRVINE'S SUBDIVISION, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2 IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 63 PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE FULL RIGHTS TO ALL MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES EXISTING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY DESCRIBED ABOVE, PROVIDED, HOWEVER, THAT GRANTEE HEREBY EXPRESSLY WAIVES THE RIGHT TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING THE MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES SO RESERVED, AS RESERVED IN DOCUMENT RECORDED DECEMBER 22, 1976 IN BOOK 12005, PAGE 1500, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO.: 427-222-01

BASIS OF BEARINGS

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE VI (2017.50 EPOCH), IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS AND COORDINATES ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

REFERENCED CSRS STATIONS				
STATION	NORTHING (Y)	EASTING (X)	HEIGHT	ACCURACY
TRAK	2171992.614	6088761.195	381.382	FIRST ORDER
FVPK	2188769.567	6048756.256	-35.603	FIRST ORDER

MAPPING ANGLE AND GRID FACTOR						
POINT	NORTHING (Y)	EASTING (X)	MAPPING ANGLE	CF	HEIGHT	ELEV
10002	2188409.541	6070064.972	-00°53'16.21"	0.9999738678	-70.257'	44.556'

NOTES: DISTANCES AND COORDINATE DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF THE U.S. SURVEY FOOT, AS USED IN TABLES ABOVE. ELEVATION REFERS TO THE CALIFORNIA ORTHOMETRIC HEIGHTS OF 1988 (COG88) OR EQUIVALENT OF THE POINT WHERE THE MAPPING ANGLE (OR CONVERGENCE ANGLE) AND COMBINATION FACTOR (CF) WERE CALCULATED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 ("NAVD88") AND HEIGHT REFERS TO THE VERTICAL VALUE OF THE CALIFORNIA GEODETIC COORDINATE OR EQUIVALENT ELLIPSOID HEIGHT (FROM GEOID18) USED TO CALCULATE THE COMBINATION FACTOR. IN THE EVENT THAT THE CALCULATIONS ARE NOT PERFORMED AT A "REAL" POINT IN THE SURVEY, THERE MAY BE NO STATION OR ELEVATION TO LIST.

DISTANCES SHOWN HEREON, ARE GROUND DISTANCES. TO APPROXIMATE CCS83 GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR PROVIDED HEREON.

SHEET INDEX

TITLE SHEET	C1.0
EXISTING CONDITIONS	C2.0
CONCEPTUAL GRADING PLAN	C3.0
CONCEPTUAL UTILITY PLAN	C4.0
SECTIONS & OFFSITE STORM DRAIN	C5.0
AVERAGE GRADE PLANE	C6.0

ABBREVIATIONS & LEGEND

BF	BACKFLOW	---	RIGHT OF WAY/PROPERTY LINE
BLDG	BUILDING	---	CENTER LINE
CB	CATCH BASIN	---	EXISTING EASEMENT
CL	CENTER LINE	---	PROPOSED EASEMENT
DW	DOMESTIC WATER	---	LOT LINE
ESMT	EASEMENT	---	RETAINING WALL
EX	EXISTING	---	EX. CONTOUR
FH	FIRE HYDRANT	---	EXISTING WATER MAIN
FW	FIRE WATER	---	EXISTING SEWER MAIN
HT	HEIGHT	---	EXISTING STORM DRAIN
L	LENGTH	---	EXISTING CABLE TV LINE
P/L	PROPERTY LINE	---	EXISTING ELECTRIC LINE
RET	RETAINING	---	EXISTING TRAFFIC SIGNAL CONDUIT
R/W	RIGHT OF WAY	---	EXISTING GAS LINE
SD	STORM DRAIN	---	EXISTING TELEPHONE LINE
		---	EXISTING STREET LIGHT
		---	PRIVATE STORM DRAIN LINE
		---	PRIVATE SEWER LINE



TITLE SHEET
1300 DOVE ST
Newport Beach, California

City of Newport Beach

C1.0
03.11.26

Lincoln

Note: This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific environment requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 50 OF IRVINE'S SUBDIVISION, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 43, PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE FULL RIGHTS TO ALL MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES EXISTING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY DESCRIBED ABOVE, PROVIDED, HOWEVER, THAT GRANTEE HEREBY EXPRESSLY WAIVES THE RIGHT TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING THE MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES SO RESERVED, AS RESERVED IN DOCUMENT RECORDED DECEMBER 22, 1976 IN BOOK 12005, PAGE 1500, OFFICIAL RECORDS.

TITLE EXCEPTIONS:

ITEMS SHOWN AS (7) HAVE BEEN PLOTTED ON THE SURVEY.

- WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- A PERPETUAL AIR OR FLIGHT EASEMENT, AVIGATION RIGHTS, IN AND TO ALL THE AIR SPACE ABOVE THOSE PORTIONS OF PARTICULAR PLANES OR IMAGINARY SURFACES THAT OVERLIE SAID LAND FOR USE BY AIRCRAFT.
RECORDING DATE: MARCH 17, 1984
RECORDING NO.: BOOK 6945, PAGE 721 OF OFFICIAL RECORDS
BLANKET OVER SITE. SITE WILL REQUIRE FAA CERTIFICATE
- COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILIAL STATUS, SOURCE OF INCOME, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, MEDICAL CONDITION, CITIZENSHIP, PRIMARY LANGUAGE, AND IMMIGRATION STATUS, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED DATE: AUGUST 19, 1971 RECORDING NO.: BOOK 9768, PAGE 919 OF OFFICIAL RECORDS.
ENCUMBERS PROPERTY. SITE DEVELOPMENT STANDARDS. NOTHING TO PLOT
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UNDERGROUND LINES
RECORDING DATE: MARCH 7, 1978
RECORDING NO.: BOOK 12588, PAGE 1147 OF OFFICIAL RECORDS
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: EMERY DEVELOPMENT AND REALTY COMPANY, A NEVADA CORPORATION
PURPOSE: CONSTRUCTION, MAINTENANCE AND USE OF SIGNS
RECORDING DATE: FEBRUARY 28, 1979
RECORDING NO.: BOOK 13050, PAGE 1548 OF OFFICIAL RECORDS
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PACIFIC BELL, ITS SUCCESSORS AND ASSIGNS
PURPOSE: UNDERGROUND COMMUNICATION FACILITIES
RECORDING DATE: MARCH 14, 1991
RECORDING NO.: AS INSTRUMENT NO. 91-117440 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
- A DEED OF TRUST TO SECURE AN INDEBTEDNESS. AMOUNT: \$128,000,000.00
DATED: AUGUST 24, 2018
TRUSTOR/GRANTOR AC REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG DOVE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG FAIRCHILD OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AND AG RED HILL OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
TRUSTEE: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: PACIFICCOAL DEBT I, LLC, A DELAWARE LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000314348 OF OFFICIAL RECORDS
AN AGREEMENT TO MODIFY THE TERMS AND PROVISIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED EXECUTED BY: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG DOVE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG RED HILL OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
AND PACIFICCOAL DEBT I, LLC, A DELAWARE LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 29, 2023
RECORDING NO.: AS INSTRUMENT NO. 2023000238887 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT
LESSOR: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
LESSEE: ORANGE COUNTY COMMUNITY FOUNDATION, A CALIFORNIA NON-PROFIT CORPORATION
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000314352 OF OFFICIAL RECORDS
AN AGREEMENT RECORDED AUGUST 28, 2018 AT RECORDING NO. AS INSTRUMENT NO. 2018000314352 OF OFFICIAL RECORDS
WHICH STATES THAT SAID LEASE HAS BEEN MADE SUBORDINATE TO THE DOCUMENT ENTITLED: DEED OF TRUST
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000314348 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ATTORNEYMENT AGREEMENT
LESSOR: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
LESSEE: LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC., A NORTH CAROLINA CORPORATION
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000314353 OF OFFICIAL RECORDS
THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
AN AGREEMENT RECORDED AUGUST 23, 2018 AT RECORDING NO. AS INSTRUMENT NO. 2018000314353 OF OFFICIAL RECORDS
WHICH STATES THAT SAID LEASE HAS BEEN MADE SUBORDINATE TO THE DOCUMENT ENTITLED: DEED OF TRUST
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000314348 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: AG REDSTONE OWNER, L.P.
SECURED PARTY: PACIFICCOAL DEBT I, LLC
RECORDING DATE: SEPTEMBER 12, 2018
RECORDING NO.: AS INSTRUMENT NO. 2018000333660 OF OFFICIAL RECORDS
A CHANGE TO THE ABOVE FINANCING STATEMENT WAS FILED
NATURE OF CHANGE: CONTINUATION
RECORDING DATE: APRIL 17, 2023
RECORDING NO.: 2023000086663 OF OFFICIAL RECORDS
NOTHING TO PLOT
- 14. TITLE COMPANY NOTES

SURVEYOR'S STATEMENT:
THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

KURT R. TROXELL, L.S. 7854
EMAIL: ktroxell@fuscoe.com

08/19/2025
DATE

BASIS OF BEARINGS AND COORDINATES:

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CC583, ZONE VI (2017.50 EPOCH), IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS AND COORDINATES ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

REFERENCED CSRC STATIONS				
STATION	NORTHING (Y)	EASTING (X)	HEIGHT	ACCURACY
TRAK	2171992.614	6088761.195	381.382	FIRST ORDER
FVPR	2188769.567	6048756.256	-35.603	FIRST ORDER

MAPPING ANGLE AND GRID FACTOR						
POINT	NORTHING (Y)	EASTING (X)	MAPPING ANGLE	CF	HEIGHT	ELEV
10002	2188409.541	6070064.972	-005°3'16.21"	0.999973867 8	-70.257'	44.556'

NOTES: DISTANCES AND COORDINATE DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF THE U.S. SURVEY FOOT, AS USED IN TABLES ABOVE. ELEVATION REFERS TO THE CALIFORNIA ORTHOMETRIC HEIGHTS OF 1988 ("COH88") OR EQUIVALENT OF THE POINT WHERE THE MAPPING ANGLE (OR CONVERGENCE ANGLE) AND COMBINATION FACTOR (CF) WERE CALCULATED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 ("NAV88") AND HEIGHT REFERS TO THE VERTICAL VALUE OF THE CALIFORNIA GEODETIC COORDINATE OR EQUIVALENT ELLIPSOID HEIGHT (FROM GEOID18) USED TO CALCULATE THE COMBINATION FACTOR. IN THE EVENT THAT THE CALCULATIONS ARE NOT PERFORMED AT A "REAL" POINT IN THE SURVEY, THERE MAY BE NO STATION OR ELEVATION TO LIST.

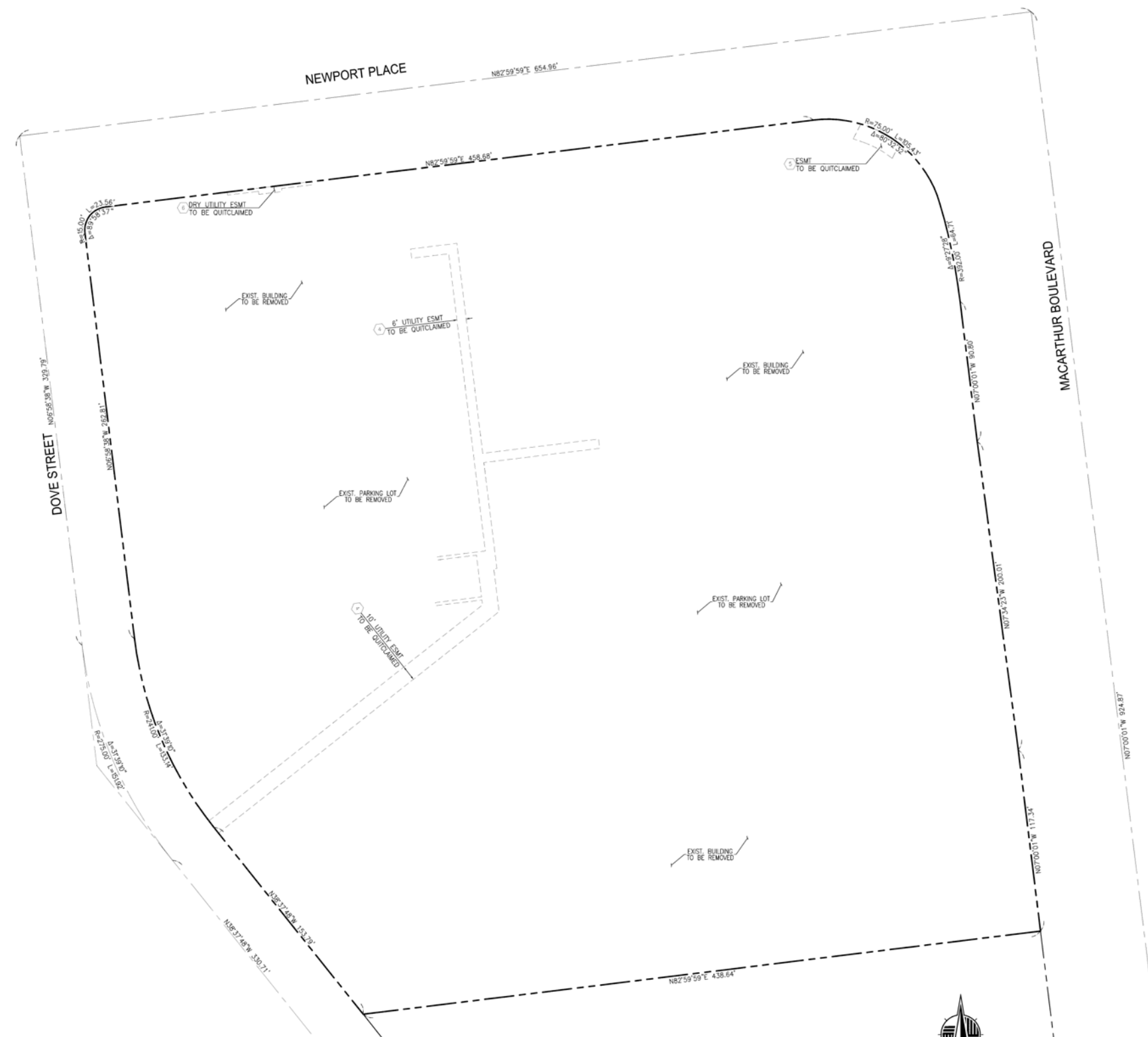
DISTANCES SHOWN HEREON ARE GROUND DISTANCES. TO APPROXIMATE CC583 GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR PROVIDED HEREON.

BENCH MARK STATEMENT:

THE CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED ON THE FOLLOWING BENCH MARK:

BM NO.: 35-34577 ELEV.: 45.510' (COUNTY OF ORANGE BENCH MARK)
DATUM: NAVD 88 2003 ADJUSTMENT
DESCRIPTION: FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "35-34-77", SET IN THE NORTHEAST CORNER OF A 4.5 FT. BY 8.4 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE WESTERLY SIDE OF MACARTHUR BOULEVARD, 362 FT. NORTHERLY OF THE CENTERLINE OF NEWPORT PLACE DRIVE AND 58 FT. WESTERLY OF THE CENTERLINE OF MACARTHUR BOULEVARD. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

CONTOUR INTERVAL=1'



FUSCOE ENGINEERING
15535 Sand Canyon Ave 949.474.1960
Suite 100
Irvine, California 92618 fuscoe.com

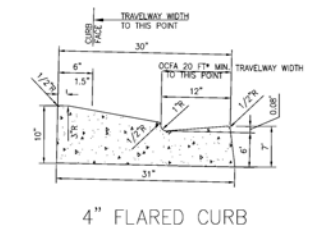
EXISTING CONDITIONS
1300 DOVE ST
Newport Beach, California

City of Newport Beach

C2.0
03.11.26



Note: This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific entitlement requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.



ESTIMATED EARTHWORK QUANTITY
 CUT = 14,000 CY (RAW)
 FILL = 700 CY (RAW)
 EXPORT = 13,300 CY (RAW)

NOTE: QUANTITIES SHOWN ARE BASED ON CONCEPTUAL ASSUMPTIONS AND SITE PLAN. RAW QUANTITIES ONLY - DO NOT INCLUDE SHRINKAGE, BULKING, OR SPOILS FROM UTILITIES, RETAINING WALLS, OR FOOTINGS.

LEGEND
 [Symbol] EMERGENCY ACCESS ROAD

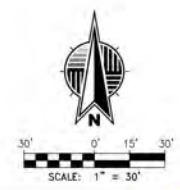


GENERAL NOTES

1. ALL ON-SITE STORM DRAIN LINES, CATCH BASINS AND MODULAR WETLANDS LOCATED ON PRIVATE PROPERTY ARE PRIVATELY OWNED AND MAINTAINED.
2. ON-SITE STORM DRAIN TO BE COLLECTED AND DISCHARGED TO CITY STORM DRAIN OR STREET PER AGENCY REQUIREMENTS. WOMP WILL BE PREPARED AND WILL INCORPORATE STORM WATER MITIGATION AS REQUIRED BY AGENCY.
3. OFF-SITE CATCH BASINS TO BE PROTECTED IN PLACE PER CITY REQUIREMENTS.
4. PROPOSED PUBLIC WATER & SEWER MAINS TO BE INSTALLED ON-SITE TO SERVICE THE PROPOSED BUILDINGS.
5. PER APPENDIX C AND TABLE C102.1 OF 2022 CALIFORNIA FIRE CODE, REQUIRED SPACING OF FIRE HYDRANTS IS 500'. SEE TOP RIGHT FOR FIRE HYDRANT LOCATIONS.
6. ALL EXISTING WATER SERVICES TO BE ABANDONED MUST BE ABANDONED AT THE MAINLINE WITH THE EXISTING "T" CUT OUT AND REPLACED WITH A STRAIGHT PIECE OF PIPE WITH COUPLINGS.
7. ALL EXISTING SEWER LATERALS TO BE REUSED SHALL BE VIDEO INSPECTED AND APPROVED BY THE CITY OF NEWPORT BEACH UTILITY DEPARTMENT PRIOR TO REUSE.
8. ALL EXISTING SEWER LATERALS TO BE ABANDONED MUST BE CAPPED AND ABANDONED AT THE PROPERTY LINE.
9. ALL PROPOSED TRANSFORMERS AND TRANSFORMER PADS SHALL BE LOCATED ENTIRELY ON-SITE AND BE ACCESSIBLE FROM THE PRIVATE PROPERTY.

LEGEND

- PROPOSED STORM DRAIN LINE
- PROPOSED WATER LINE
- PROPOSED IRRIGATION WATER LINE
- FIRE WATER SERVICE
- PROPOSED SEWER LINE
- WATER METER
- FIRE WATER DOUBLE CHECK DETECTOR BACKFLOW PREVENTER
- SEWER CLEAN OUT
- SEWER MANHOLE
- CATCH BASIN
- MODULAR WETLAND SYSTEM
- JUNCTION STRUCTURE
- PROPOSED PUBLIC UTILITY EASEMENT
- 150' HOSE PULL
- PROPOSED FIRE HYDRANT
- EXISTING STORM DRAIN LINE
- EXISTING WATER LINE
- FIRE WATER SERVICE
- PROPOSED SEWER LINE
- EXISTING ELECTRICAL
- EXISTING FIBER OPTICS
- EXISTING GAS
- EXISTING STREET LIGHT
- EXISTING TELEPHONE
- EXISTING FIRE HYDRANT



C4.0
03.11.26



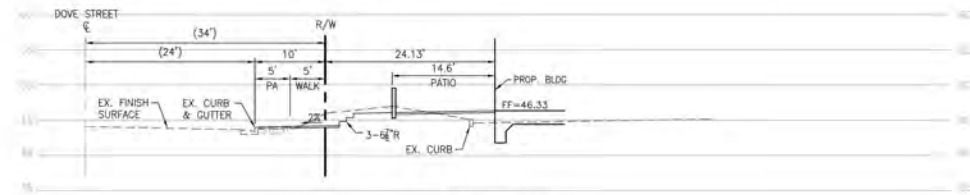
CONCEPTUAL UTILITY PLAN

1300 DOVE ST
Newport Beach, California

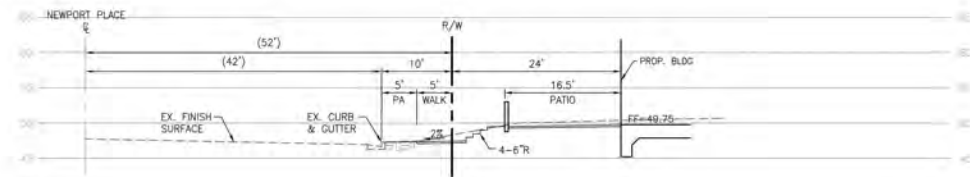
City of Newport Beach

Note: This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific entitlement requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.

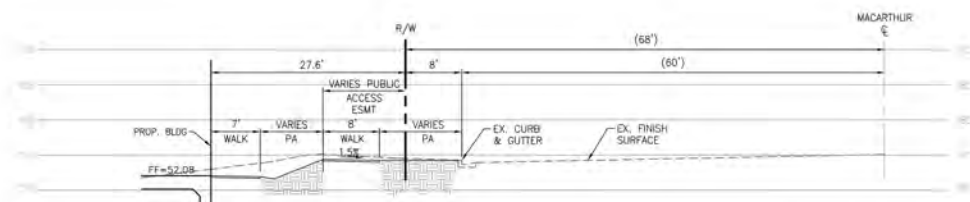




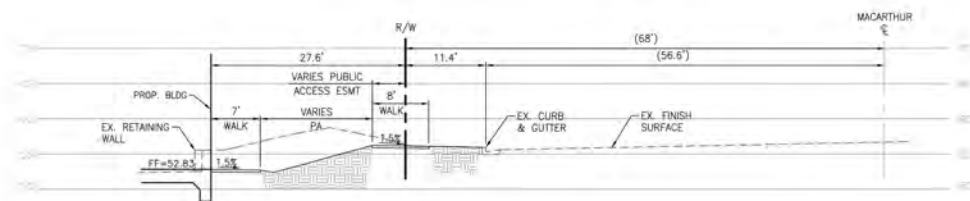
SECTION A-A
SCALE: 1"=10'



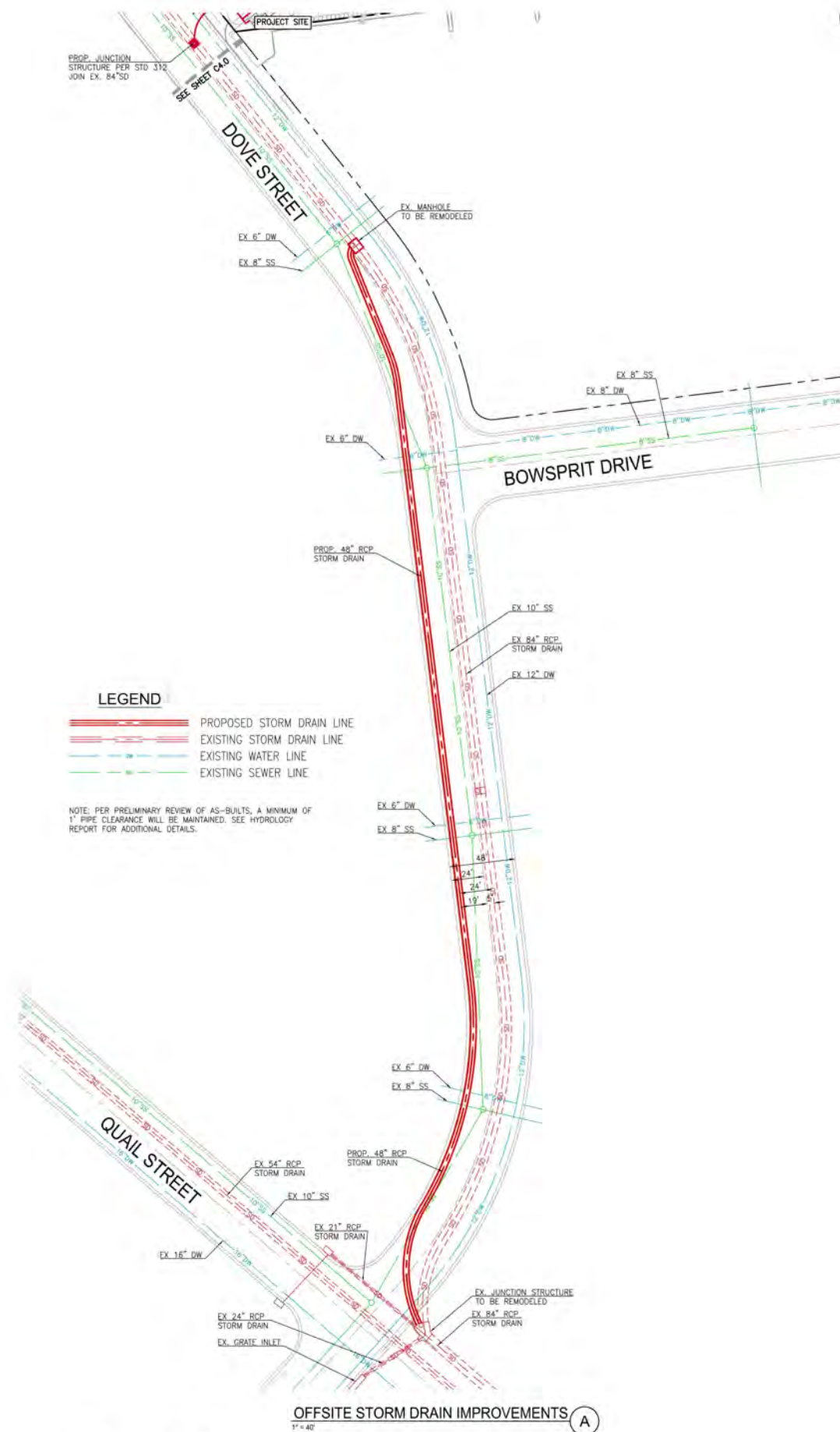
SECTION B-B
SCALE: 1"=10'



SECTION C-C
SCALE: 1"=10'



SECTION D-D
SCALE: 1"=10'



- LEGEND**
- PROPOSED STORM DRAIN LINE
 - EXISTING STORM DRAIN LINE
 - EXISTING WATER LINE
 - EXISTING SEWER LINE

NOTE: PER PRELIMINARY REVIEW OF AS-BUILTS, A MINIMUM OF 1' PIPE CLEARANCE WILL BE MAINTAINED. SEE HYDROLOGY REPORT FOR ADDITIONAL DETAILS.



VESTING TENTATIVE TRACT MAP NO. 19439

IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA

(FOR RESIDENTIAL CONDOMINIUMS PURPOSES)



TITLE EXCEPTIONS

ITEMS SHOWN AS ⑦ HAVE BEEN PLOTTED ON THE SURVEY.

- WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- A PERPETUAL AIR OR FLIGHT EASEMENT, AVIGATION RIGHTS, IN AND TO ALL THE AIR SPACE ABOVE THOSE PORTIONS OF PARTICULAR PLACES OR MAGNARY SURFACES THAT OVERLIE SAID LAND FOR USE BY AIRCRAFT.
RECORDING DATE: MARCH 17, 1964
RECORDING NO.: BOOK 6966, PAGE 721 OF OFFICIAL RECORDS
BLANKET OVER SITE. SITE WILL REQUIRE FAA CERTIFICATE
- COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, FAMILY STATUS, SOURCE OF INCOME, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, MEDICAL CONDITION, CITIZENSHIP, PRIMARY LANGUAGE, AND IMMIGRATION STATUS, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDING DATE: AUGUST 19, 1971, RECORDING NO.: BOOK 9766, PAGE 919 OF OFFICIAL RECORDS.
ENCUMBERS PROPERTY. SITE DEVELOPMENT STANDARDS. NOTHING TO PLOT
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
PURPOSE: UNDERGROUND LINES
RECORDING DATE: MARCH 7, 1978
RECORDING NO.: BOOK 12286, PAGE 1147 OF OFFICIAL RECORDS
EASEMENT TO BE OBTAINED.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: EMERY DEVELOPMENT AND REALTY COMPANY, A NEVADA CORPORATION
PURPOSE: CONSTRUCTION, MAINTENANCE AND USE OF SIGNS
RECORDING DATE: FEBRUARY 28, 1979
RECORDING NO.: BOOK 13250, PAGE 1548 OF OFFICIAL RECORDS
EASEMENT TO BE OBTAINED.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PACIFIC BELL, ITS SUCCESSORS AND ASSIGNS
PURPOSE: UNDERGROUND COMMUNICATION FACILITIES
RECORDING DATE: MARCH 14, 1991
RECORDING NO.: AS INSTRUMENT NO. 91-117440 OF OFFICIAL RECORDS
AFFECTS: A PORTION OF SAID LAND
EASEMENT TO BE OBTAINED.
- A DEED OF TRUST TO SECURE AN INDEBTEDNESS: AMOUNT: \$128,000,000.00
DATED: AUGUST 24, 2018
TRUSTEES/GRANTOR: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG DOVE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG FARCHILD OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AND AG RED HILL OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
TRUSTEE: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: PACIFIC BELL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800014348 OF OFFICIAL RECORDS
AN AGREEMENT TO MODIFY THE TERMS AND CONDITIONS OF SAID DEED OF TRUST AS THEREIN PROVIDED EXECUTED BY: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG DOVE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP;
AG RED HILL OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
AND PACIFIC BELL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
RECORDING DATE: SEPTEMBER 28, 2023
RECORDING NO.: AS INSTRUMENT NO. 202300023887 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT
LESSOR: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
LESSEE: ORANGE COUNTY COMMUNITY FOUNDATION, A CALIFORNIA NON-PROFIT CORPORATION
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800014352 OF OFFICIAL RECORDS
AN AGREEMENT RECORDED AUGUST 28, 2018 AT RECORDING NO. AS INSTRUMENT NO. 201800014352 OF OFFICIAL RECORDS WHICH STATES THAT SAID LEASE HAS BEEN SUBORDINATE TO THE DOCUMENT ENTITLED: DEED OF TRUST
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800014348 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT ENTITLED: SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT
LESSOR: AG REDSTONE OWNER, L.P., A DELAWARE LIMITED PARTNERSHIP
LESSEE: LESSELITTLE DIVERSIFIED ARCHITECTURAL CONSULTING, INC., A NORTH CAROLINA CORPORATION, RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800014353 OF OFFICIAL RECORDS
THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
AN AGREEMENT RECORDED AUGUST 23, 2018 AT RECORDING NO. AS INSTRUMENT NO. 201800014353 OF OFFICIAL RECORDS WHICH STATES THAT SAID LEASE HAS BEEN SUBORDINATE TO THE DOCUMENT ENTITLED: DEED OF TRUST
RECORDING DATE: AUGUST 28, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800014348 OF OFFICIAL RECORDS
DEED OF TRUSTS. NOTHING TO PLOT.
- A FINANCING STATEMENT AS FOLLOWS:
DEBTOR: AG REDSTONE OWNER, L.P.
SECURED PARTY: PACIFIC BELL, L.L.C.
RECORDING DATE: SEPTEMBER 12, 2018
RECORDING NO.: AS INSTRUMENT NO. 201800033660 OF OFFICIAL RECORDS
A CHANGE TO THE ABOVE FINANCING STATEMENT WAS FILED
NATURE OF CHANGE: CONTINUATION
RECORDING DATE: APRIL 17, 2022
RECORDING NO.: 2023000086663 OF OFFICIAL RECORDS
NOTHING TO PLOT

FLOOD ZONE

THE AREA OF LAND SHOWN HEREIN LIES ENTIRELY WITHIN FLOOD ZONE "C" AS DEFINED ON INFORMATION PUBLISHED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS REFLECTED BY FLOOD INSURANCE RATE MAP PANEL NO. 0605020861, EFFECTIVE 12/03/2009

ABBREVIATIONS

BLDG	BUILDING
CL	CURVE
E	CENTERLINE
CO	CLEANOUT
DW	DOMESTIC WATER
E	EAST
ESMT	EASEMENT
EX	EXISTING
FF	FRESH FLOOR
FL	FLOW LINE
L	LENGTH
MWS	MODULAR WETLAND SYSTEM
N	NORTH
PL	PROPERTY LINE
PROP	PROPOSED
R	RADIUS
RES	RESIDENTIAL
SD	STORM DRAIN
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
SVC	SERVICE
TC	TOP OF CURB
TYP	TYPICAL
R/W	RIGHT-OF-WAY
W	WEST
---	PROPERTY LINE/RIGHT-OF-WAY
---	CENTERLINE
---	PROPOSED LOT LINE
---	PROPOSED CABLE TV LINE
---	EXISTING ELECTRIC LINE
---	EXISTING GAS LINE
---	EXISTING TELEPHONE LINE
---	EXISTING DOMESTIC WATER
---	EXISTING SANITARY SEWER
---	PROPOSED DOMESTIC WATER
---	PROPOSED SANITARY SEWER
---	PROPOSED STORM DRAIN
---	PROPOSED PUBLIC UTILITY EASEMENT/ PROPOSED EMERGENCY ACCESS ROAD

PROPOSED LOT SUMMARY			
LOT NO.	AREA	LAND USE	
1	283,391 SF	6.5 AC	RESIDENTIAL

- #### UTILITY NOTES
- ALL PROPOSED UTILITIES TO BE INSTALLED PER CITY OF NEWPORT BEACH STANDARDS AND SPECIFICATIONS.
 - PROPOSED UTILITIES TO CONNECT TO EXISTING PUBLIC FACILITIES IN DOVE STREET AND NEWPORT PLACE
 - DRAINAGE FOR THE SITE WILL BE COLLECTED BY AN ON-SITE PRIVATE AREA DRAIN SYSTEM AND CONVEYED TO A PROPOSED MODULAR WETLAND SYSTEM
 - THE PROJECT PROPOSES ON-SITE PUBLIC SEWER AND WATER MAINS TO SERVICE THE PROPOSED BUILDINGS.
 - EXISTING WATER SERVICES TO BE ABANDONED MUST BE ABANDONED AT THE MAINLINE WITH THE EXISTING "T" CUT OUT AND REPLACED WITH A STRAIGHT PIECE OF PIPE WITH COUPLINGS
 - ALL EXISTING SEWER LATERALS TO BE ABANDONED MUST BE CAPPED AND ABANDONED AT THE PROPERTY LINE
 - ALL PROPOSED TRANSFORMERS AND TRANSFORMER PADS SHALL BE LOCATED ENTIRELY ON-SITE AND BE ACCESSIBLE FROM THE PRIVATE PROPERTY.



SITE ADDRESS
1200 & 1300 DOVE STREET
4041 MACARTHUR BOULEVARD
NEWPORT BEACH, CA 92660

OWNER
AG REDSTONE OWNER, L.P.,
A DELAWARE LIMITED PARTNERSHIP
4041 MACARTHUR BOULEVARD, SUITE 510
NEWPORT BEACH, CA 92660
CONTACT: PARKER MILLER
PHONE: (951) 317-5640

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
THAT PORTION OF BLOCK 50 OF IRVINE'S SUBDIVISION, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:
PARCEL 2 IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 63 PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE FULL RIGHTS TO ALL MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES EXISTING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY DESCRIBED ABOVE; PROVIDED, HOWEVER, THAT GRANTEE HEREBY EXPRESSLY WAIVES THE RIGHT TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING THE MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES SO RESERVED, AS RESERVED IN DOCUMENT RECORDED DECEMBER 22, 1976 IN BOOK 12005, PAGE 1500, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NO.: 427-222-01

CIVIL ENGINEER
ORIANA SLASOR, P.E.
FUSCOE ENGINEERING, INC.
15535 SAND CANYON AVE., SUITE 100
IRVINE, CA 92618
PHONE: (949) 474-1960



GENERAL NOTES

- EXISTING LAND USE: COMMERCIAL
- PROPOSED LAND USE: RESIDENTIAL CONDOMINIUMS
- PROPOSED NUMBER OF UNITS: 132

BASIS OF BEARINGS

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE VI (2017.50 EPOCH), IN ACCORDANCE WITH THE CALIFORNIA PRIVATE RESOURCES CODE SECTIONS 8601-8609. BEARINGS AND COORDINATES ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CALIFORNIA SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS:

STATION	REFERENCE CSRS STATIONS			ACCURACY
	NORTHING (Y)	EASTING (X)	HEIGHT	
TRAK	2171992.614	6088761.195	381.382	FIRST ORDER
FVPK	2188769.567	6048756.256	-35.603	FIRST ORDER

POINT	MAPPING ANGLE AND GRID FACTOR				HEIGHT	ELEV
	NORTHING (Y)	EASTING (X)	MAPPING ANGLE	CF		
10002	2188409.541	6070064.972	-0°03'16.21"	0.9999738678	-70.257'	44.556'

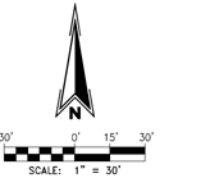
NOTES: DISTANCES AND COORDINATE DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF THE U.S. SURVEY FOOT. AS USED IN TABLES ABOVE, ELEVATION REFERS TO THE CALIFORNIA ORTHOMETRIC HEIGHTS OF 1988 ("OCH88") OR EQUIVALENT OF THE POINT WHERE THE MAPPING ANGLE (OR CONVERGENCE ANGLE) AND COMBINATION FACTOR (CF) WERE CALCULATED IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 ("NAVD88") AND HEIGHT REFERS TO THE VERTICAL VALUE OF THE CALIFORNIA GEODETIC COORDINATE OR EQUIVALENT ELLIPSOID HEIGHT (FROM GEOID18) USED TO CALCULATE THE COMBINATION FACTOR. IN THE EVENT THAT THE CALCULATIONS ARE NOT PERFORMED AT A "REAL" POINT IN THE SURVEY, THERE MAY BE NO STATION OR ELEVATION TO LIST.

DISTANCES SHOWN HEREON, ARE GROUND DISTANCES. TO APPROXIMATE CCS83 GRID DISTANCES MULTIPLY THE DISTANCES BY THE COMBINATION FACTOR PROVIDED HEREIN.

BENCHMARK

THE CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED ON THE FOLLOWING BENCH MARK:
BM NO.: 35-34577 ELEV.: 45.510' (COUNTY OF ORANGE BENCH MARK)
DATUM: NAVD 88 2003 ADJUSTMENT
DESCRIPTION: FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "35-34-77" SET IN THE NORTHEAST CORNER OF A 4.5 FT. BY 8.4 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE WESTERLY SIDE OF MACARTHUR BOULEVARD, 362 FT. NORTHERLY OF THE CENTERLINE OF NEWPORT PLACE DRIVE AND 58 FT. WESTERLY OF THE CENTERLINE OF MACARTHUR BOULEVARD. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

LINE TABLE			CURVE TABLE			
LINE #	BEARING	DISTANCE	CURVE #	RADIUS	LENGTH	Δ
L1	N87°59'59"E	458.68'	C1	75.00'	105.43'	80°32'32"
L2	S7°00'01"E	90.80'	C2	392.00'	64.71'	9°27'28"
L3	N7°34'23"W	200.01'	C3	241.00'	133.14'	31°39'10"
L4	S7°00'01"E	117.34'	C4	15.00'	23.56'	89°58'37"
L5	S82°59'59"W	438.64'				
L6	S38°37'48"E	153.79'				
L7	N6°58'38"W	262.81'				



NO.	DATE	REVISION	DESCRIPTION



VESTING TENTATIVE TRACT MAP NO. 19439
1300 DOVE
CITY OF NEWPORT BEACH
FOR RESIDENTIAL CONDOMINIUMS PURPOSES

DATE: 03/11/2026
SCALE: AS SHOWN
JOB NO.: 1380-004
DRAWN: DM/AM
CHECKED: OS
SHEET 1 OF 1



Site Summary:

Total:	132 Homes
Site Area:	±6.5 Acres
Density:	±20.3 Homes/Acre
Current use:	Offices
General plan land use:	MU-H2 Mixed-use horizontal
Existing Zoning:	PC-11 Newport Place Pro. & Bus. office site 4 Housing Opportunity Overlay
Propose overlay:	HO-1 - Airport Area Environs Area
APN:	42722201
Tract:	7815
Lot:	PCL 2
Setback:	Frontage 0' (20' any portion over 20' in ht) Sides 0' Rear 0'
Building separation:	10'
Gross Floor Area on site:	297,676 SF
F.A.R.	1.012
Total parking on site:	305

Mix Summary:

**3-Story Condominium - Building Type A (±11,890 saleable s.f. each)
Occupancy R-2, 6 Bldg Type A on site**

Plan 1 (2BR/2.5BA, ±1,251 sf):	6 Homes	(±7,506 sf)
Plan 2 (2BR/2.5BA, ±1,350 sf):	6 Homes	(±8,100 sf)
Plan 3 (2BR/2.5BA, ±1,375 sf):	6 Homes	(±8,250 sf)
Plan 4 (2BR/2.5BA, ±1,358 sf):	6 Homes	(±8,148 sf)
Plan 5 (3BR/2.5BA, ±1,593 sf):	12 Homes	(±19,116 sf)
Plan 6 (3BR/3.5BA, ±1,685 sf):	12 Homes	(±20,220 sf)
Total:	48 Homes	(±71,340 saleable s.f.)

**3-Story Condominium - Building Type B (±11,972 saleable s.f. each)
Occupancy R-2, 4 Bldg Type B on site**

Plan 2 (2BR/2.5BA, ±1,350 sf):	8 Homes	(±10,800 sf)
Plan 4 (2BR/2.5BA, ±1,358 sf):	8 Homes	(±10,864 sf)
Plan 5 (3BR/2.5BA, ±1,593 sf):	8 Homes	(±12,744 sf)
Plan 6 (3BR/3.5BA, ±1,685 sf):	8 Homes	(±13,480 sf)
Total:	32 Homes	(±47,888 saleable s.f.)

**3-Story Duplexes - Building Type C (±3,927 saleable s.f. each)
Occupancy R-3, 14 Bldg Type C on site**

Plan 1 (3BR/3.5BA, ±1,948 sf):	14 Homes	(±27,272 sf)
Plan 2 (4BR/3.5BA, ±1,979 sf):	14 Homes	(±27,706 sf)
Total	28 Homes	(±54,978 saleable s.f.)

**4-Story Duplexes - Building Type D (±5,092 saleable s.f. each)
Occupancy R-3, 12 Bldg Type D on site**

Plan 3 (4BR/4.5BA, ±2,562 sf):	12 Homes	(±30,744 sf)
Plan 4 (4BR/4.5BA, ±2,530 sf):	12 Homes	(±30,360 sf)
Total	24 Homes	(±61,104 saleable s.f.)

Condominium Gross Buildable S.F. Summary: (Conditioned+Decks+Garages)

- (6) Building type 'A' (8 plex Condominium): 3 story = 48 units
15,338 S.F. x 6 bldg = 92,028 s.f.
- (4) Building type 'B' (8 plex Condominium): 3 story = 32 units
15,286 S.F. x 4 bldg = 61,143 s.f.

Duplex Gross Buildable S.F. Summary: (Conditioned+Garages)

- (14) Building type 'C' (Duplex): 3 story = 28 units
4,991 S.F. x 14 bldg = 69,877 s.f.
- (12) Building type 'D' (Duplex): 4 story = 24 units
6,219 S.F. x 12 bldg = 74,629 s.f.

Total project Gross Square footage = 297,676 s.f.

Parking Required:

2BR (1.8X40):	72 Spaces
3+BR (2.0X92):	184 Spaces
R-3 Guest (0.3x52):	15.6 Spaces
R-2 Guest (0.3x80):	24 Spaces
Total	295.6 Spaces (±2.24:1)

Parking Provided:

Garage:	264 Spaces
Uncovered:	40 Spaces
Total	304 Spaces (±2.30:1)
(Included 1 Van, 1 std. accessible parking stall)	

Note: This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific entitlement requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.

LEGEND:

- COURTYARD
- BALCONY
- ROOF TERRACE / 4TH FLOOR DECK
- OPEN PARKING
- ACCESSIBLE PATH OF TRAVEL

LEGEND:

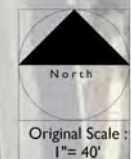
- ADAPTABLE UNIT (8) REQUIRED ON SITE
- ACCESSIBLE PATH OF TRAVEL
- PARKING STALLS



PRIVATE OPEN SPACE SUMMARY						
UNIT TYPE	FLOOR PLAN NUMBER	GROSS LIVABLE FLOOR AREA	PRIVATE OPEN SPACE REQUIRED (5% OF GROSS FLOOR AREA FOR EACH UNIT WITH MIN. DEPTH AND WIDTH OF 6')	PRIVATE OPEN SPACE PROVIDED S.F.	NUMBER ON SITE	TOTAL PROVIDED PER PLAN
CONDOMINIUM	1	1251	63	112	6	672
CONDOMINIUM	2	1350	68	69	12	828
CONDOMINIUM	3	1375	69	70	6	420
CONDOMINIUM	4	1358	68	99	12	1188
CONDOMINIUM	5	1593	80	87	12	1044
CONDOMINIUM	6	1685	84	94	12	1128
TWO-UNIT DWELLINGS						
DUPLEX	1	1948	97	114	14	1596
DUPLEX	2	1979	99	95	14	1330
DUPLEX	3	2562	128	352	12	4224
DUPLEX	4	2530	127	292	12	3504

TOTAL PRIVATE OPEN SPACE = 15,934 SQ. FT.
 ADDITIONAL PRIVATE COURTYARD AT DUPLEX: 6,616 SQS. FT.
TOTAL PRIVATE OPEN SPACE = 22,550 SQ. FT.

MAIL PACKAGE RIDESHARE DROPOFF - USPS MAIL DELIVERY TO THE MAIL KIOSK
 - PACKAGE DELIVERY TO THE DOOR
 - NO DESIGNATED RIDESHARE DROPOFF LOCATION PROPOSED ON SITE FOR CONDO AND DUPLEX



Note: This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific entitlement requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.



FRONT

8-PLEX BUILDING TYPE 'A'

First floor height exceed 10 feet minimum for buildings with density of 20-30 DU/ Acre



FRONT

DUPLEX BUILDING TYPE 'C'

First floor height exceed 10 feet minimum for buildings with density of 20-30 DU/ Acre



FRONT

8-PLEX BUILDING TYPE 'B'

First floor height exceed 10 feet minimum for buildings with density of 20-30 DU/ Acre



FRONT

DUPLEX BUILDING TYPE 'D'

First floor height exceed 10 feet minimum for buildings with density of 20-30 DU/ Acre

Building Type 'A' 3-story Condo Analysis

Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-II Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

LEGEND:

● BLDG TYPE 'A' (3-story Condominiums)
 OCCUPANCY R-2

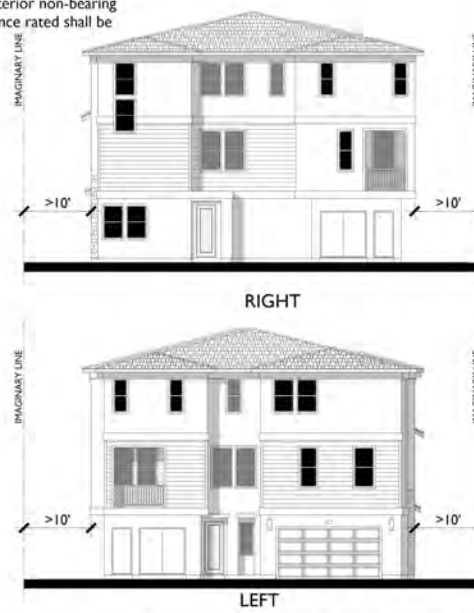


Building Analysis

Exterior openings: Unlimited
 C.B.C. Section Table 1: Table 705.9

CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)						
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	15%	15%	25%	45%	75%
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.



**BUILDING TYPE 'A'-CONDOMINIUMS
 UNLIMITED OPENING ON ALL SIDES**



**ALL BUILDING TYPE 'A' 3-STORY CONDOMINIUMS
 ON SITE EQUIP WITH SPRINKLERS AND EXCEED
 MINIMUM FIRE SEPARATION DISTANCE OF
 10 FEET AND ALLOWABLE FOR UNLIMITED
 OPENING PER C.B.C. SECTION 705.9.1 EXCEPTION 2**

Building Type 'B' 3-story Condo Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-II Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

LEGEND:

● BLDG TYPE 'B' (3-story Condominiums)
 OCCUPANCY R-2

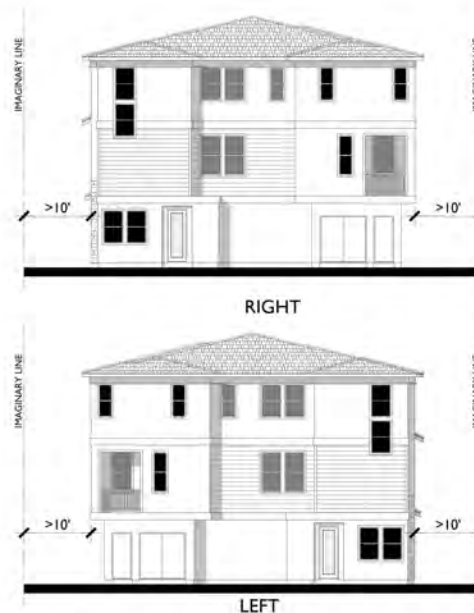


Building Analysis

Exterior openings: Unlimited
 C.B.C. Section Table 1: Table 705.9

CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)						
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	15%	15%	25%	45%	75%
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.



**BUILDING TYPE 'B'-CONDOMINIUMS
 UNLIMITED OPENING ON ALL SIDES**



**ALL BUILDING TYPE 'B' 3-STORY CONDOMINIUMS
 ON SITE EQUIP WITH SPRINKLERS AND EXCEED
 MINIMUM FIRE SEPARATION DISTANCE OF
 10 FEET AND ALLOWABLE FOR UNLIMITED
 OPENING PER C.B.C. SECTION 705.9.1 EXCEPTION 2**

Building Type 'C' 3-story Duplex Analysis
 Code used: 2025 California Residential Code
 Building Occupancy: R-3, U (Two-Family Dwellings / Private Garage)
 Building Construction Type: V-B
 Allowable area: Unlimited
 Allowable Height: 3 Story Height limit
 Allowable stories: 3 - Stories
 Building Height Provided: ±36.5' (3-Stories)
 Fire Sprinkler: NFPA 13D
 Exterior wall separation: 0 Hour (FSD > 3 feet on site with sprinkler)

Building Analysis
 Exterior openings: Unlimited

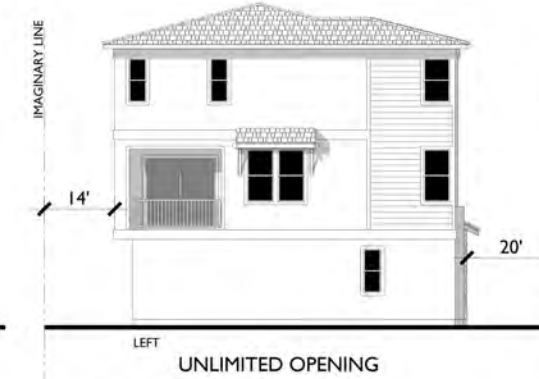
TABLE 705.9.1
 EXTERIOR WALLS—DWELLINGS, TOWNHOUSES AND ACCESSORY BUILDINGS WITH AUTOMATIC RESIDENTIAL FIRE SPRINKLER PROTECTION

EXTERIOR WALL ELEMENT	MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Fire-resistance-rated	1 hour—based in accordance with ASTM E119, UL 253 or Section 705.2 of the California Building Code with exposure from the outside	3 feet
Not fire-resistance-rated	0 hours	3 feet ^a
Not fire-resistance-rated	0 hours	3 feet ^b
Fire-resistance-rated	1 hour on the underside or heavy smoke on the underside unless allowed	3 feet ^c
Not fire-resistance-rated	0 hours	3 feet
Openings in walls	Not allowed	3 feet
Openings in walls	Unlimited	3 feet ^d
Partitions	0	3 feet
Partitions	1 hour with automatic sprinklers	3 feet ^e
Partitions	None required	3 feet ^f

^a For 5'-0" or greater openings.
^b For 5'-0" or greater openings.
^c For fire-resistance-rated walls, the fire-resistance rating shall be based on the underside of the wall or heavy smoke on the underside unless allowed in the California Building Code.
^d The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the wall or heavy smoke on the underside unless allowed in the California Building Code.
^e The fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the wall or heavy smoke on the underside unless allowed in the California Building Code.
^f Openings shall be permitted to be reduced to 0 hours on the underside of the wall or heavy smoke on the underside unless allowed in the California Building Code.

LEGEND:

● BLDG TYPE 'C' (3-story Duplex)
 OCCUPANCY R-3



**BUILDING TYPE 'C' - DUPLEX
 UNLIMITED OPENING ON ALL SIDES**

**ALL BUILDING TYPE 'C' 3-STORY DUPLEX ON SITE
 EQUIP WITH SPRINKLERS AND EXCEED MINIMUM
 FIRE SEPARATION DISTANCE OF
 3 FEET AND ALLOWABLE FOR UNLIMITED
 OPENING PER C.R.C. TABLE 302.1.(2)**

Building Type 'D' 4-story Duplex Analysis
 Code used: 2025 California Building Code
 Building Occupancy: R-3, U (Two-Family Dwellings / Private Garage)
 Building Construction Type: V-B
 Allowable area: Unlimited
 Allowable Height: 60 feet Height limit
 Allowable stories: 4 - Stories
 Building Height Provided: ±46.5' (4-Stories)
 Fire Sprinkler: NFPA 13R
 Exterior wall separation: 0 Hour (FSD > 5 feet on site with sprinkler)

Building Analysis
 Exterior openings: Unlimited
 C.B.C. Section Table 1: Table 705.9

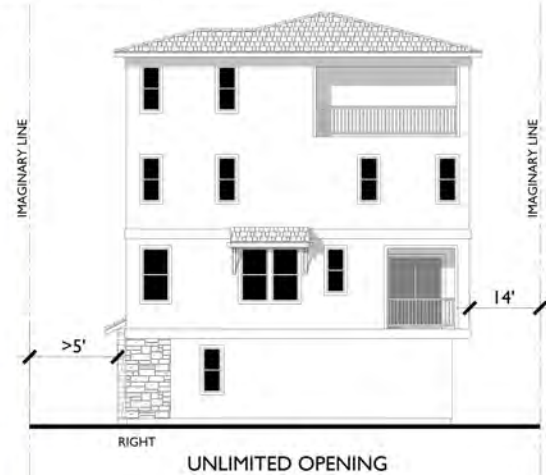
CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)							
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30	30 OR GREATER
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	15%	15%	25%	45%	70%	NO LIMIT
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

For a Group R-3 building of Type II-B or Type V-B construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater or where equipped throughout with an automatic sprinkler system in accordance with Section 903.3 the fire-resistance rating shall not be required where the fire separation distance is 3 feet or greater.

LEGEND:

● BLDG TYPE 'D' (4-story Duplex)
 OCCUPANCY R-3



**BUILDING TYPE 'D' - DUPLEX
 UNLIMITED OPENING ON ALL SIDES**

**ALL BUILDING TYPE 'D' 4-STORY DUPLEX ON SITE
 EQUIP WITH SPRINKLERS AND EXCEED MINIMUM
 FIRE SEPARATION DISTANCE OF
 5 FEET AND ALLOWABLE FOR UNLIMITED
 OPENING PER C.B.C. SECTION 705.9.1 EXCEPTION 2**

Existing Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B

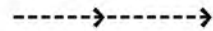
(1) Exit is permitted for Group R-2 occupancies with maximum occupant load of 20 provided that the building is equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1 or 903.3.1.2 (per CBC table 1006.2.1)

Common Path of Egress Travel:

That portion of the exit access which the occupants are required to traverse before two separate and distinct paths of egress travel to the two exits are available.

Maximum Common Path of Egress Travel is 125 feet (per CBC table 1006.2.1) Common Path of Travel distance shall be measured as a part of the Exit Access Travel Distance.

COMMON PATH OF TRAVEL (125 LINEAR FEET MAX.)



PLAN 1
 COMMON PATH OF TRAVEL = 97' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

PLAN 2
 COMMON PATH OF TRAVEL = 87' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

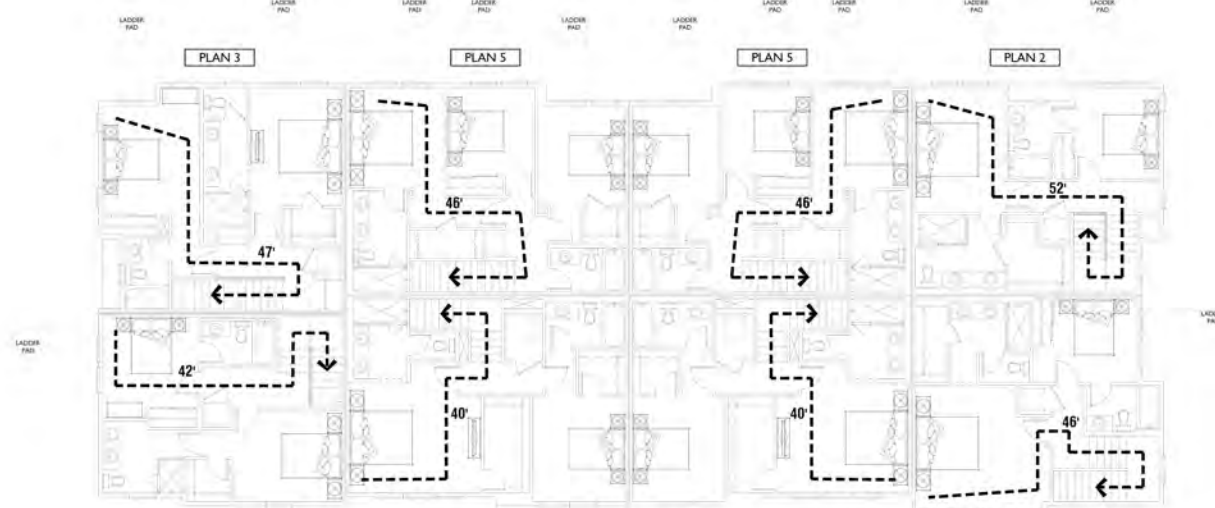
PLAN 3
 COMMON PATH OF TRAVEL = 124' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

PLAN 4
 COMMON PATH OF TRAVEL = 99' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

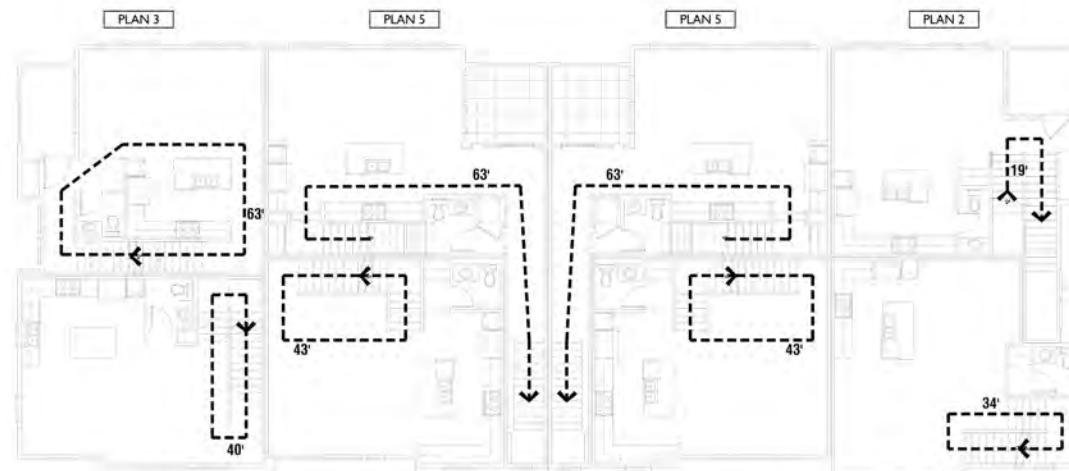
PLAN 5
 COMMON PATH OF TRAVEL = 123' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 8 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.6' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

PLAN 6
 COMMON PATH OF TRAVEL = 107' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 9 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.8' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

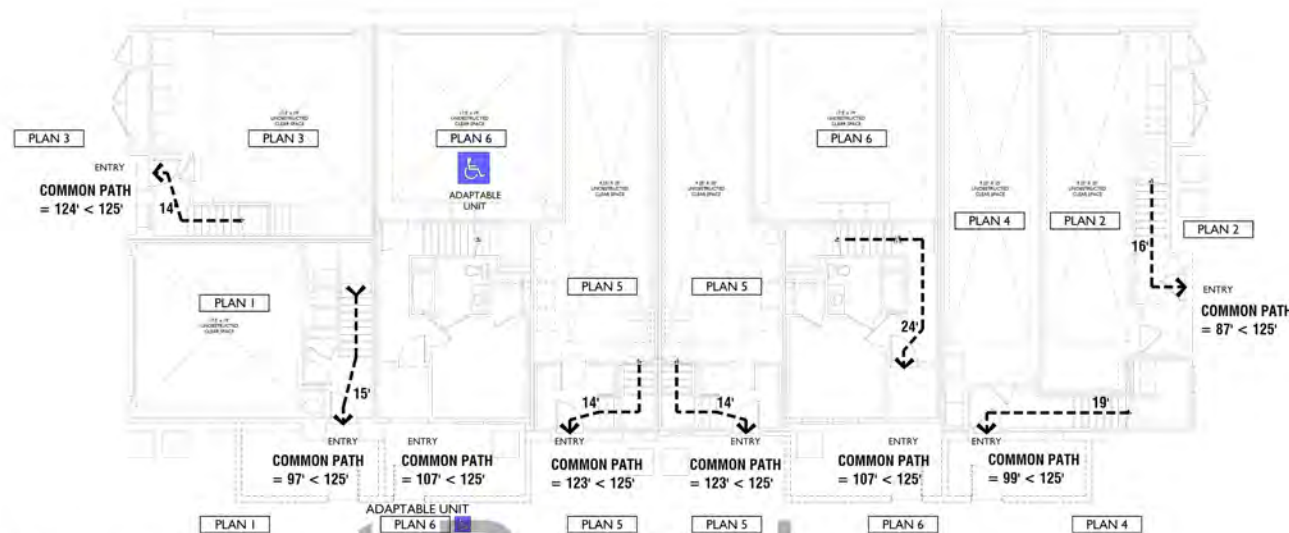
OCCUPANCY LOAD			
	SQUARE FOOTAGE	OCCUPANT LOAD FACTOR	UNIT OCCUPANT LOAD
PLAN 1	1,251 SQ. FT.	200 SQ. FT.	7
PLAN 2	1,350 SQ. FT.	200 SQ. FT.	7
PLAN 3	1,375 SQ. FT.	200 SQ. FT.	7
PLAN 4	1,358 SQ. FT.	200 SQ. FT.	7
PLAN 5	1,593 SQ. FT.	200 SQ. FT.	8
PLAN 6	1,685 SQ. FT.	200 SQ. FT.	9



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

Existing Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B

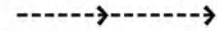
(1) Exit is permitted for Group R-2 occupancies with maximum occupant load of 20 provided that the building is equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1 or 903.3.1.2 (per CBC table 1006.2.1)

Common Path of Egress Travel:

That portion of the exit access which the occupants are required to traverse before two separate and distinct paths of egress travel to the two exits are available.

Maximum Common Path of Egress Travel is 125 feet (per CBC table 1006.2.1) Common Path of Travel distance shall be measured as a part of the Exit Access Travel Distance.

COMMON PATH OF TRAVEL (125 LINEAR FEET MAX.)

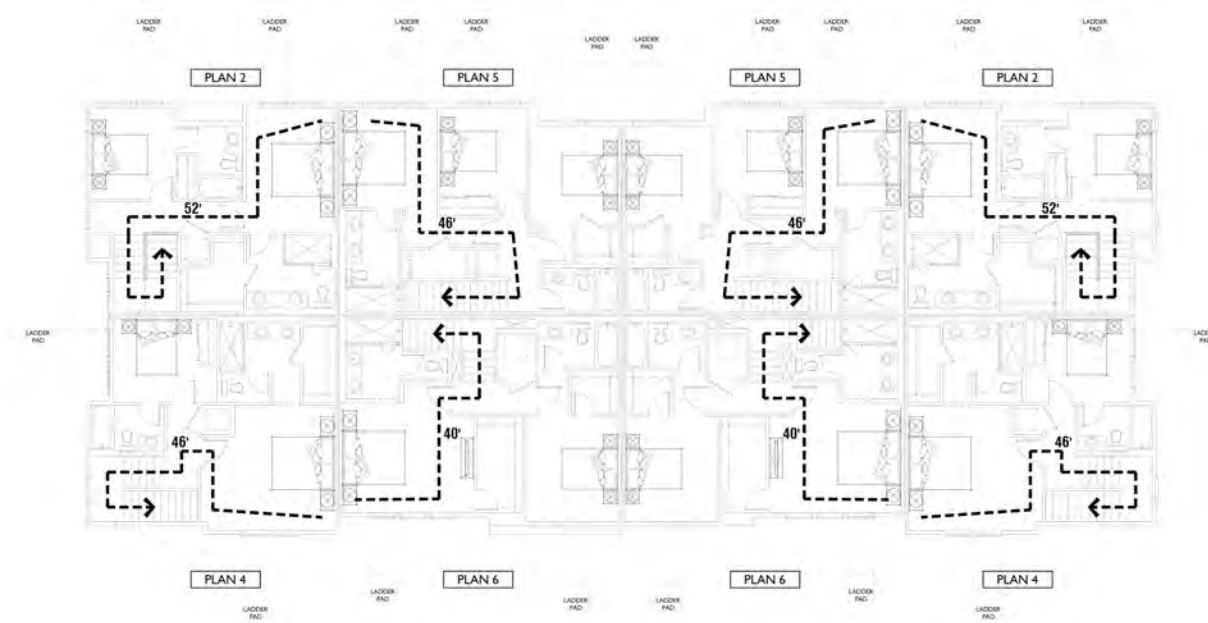


PLAN 2
 COMMON PATH OF TRAVEL = 87' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

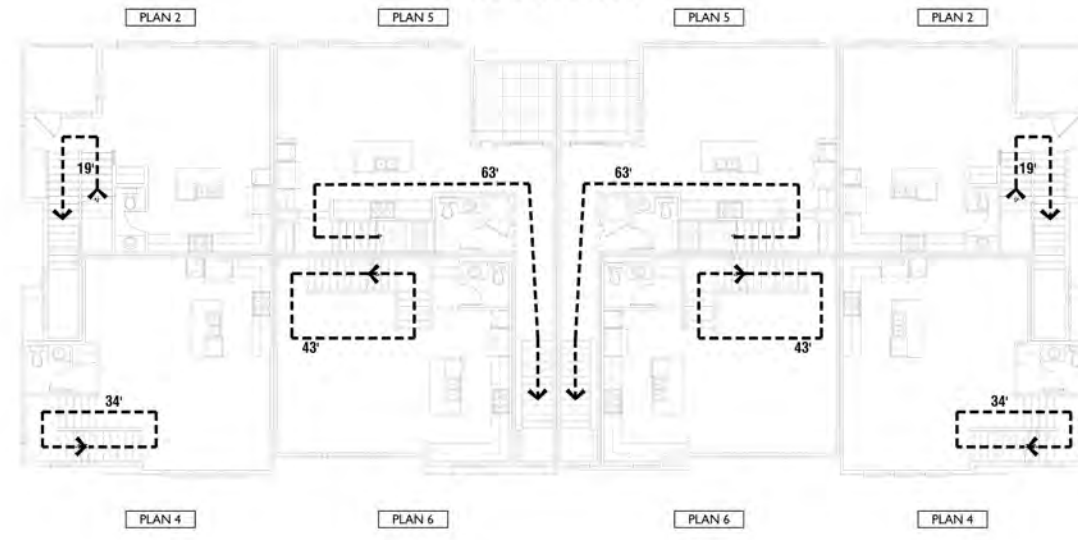
PLAN 4
 COMMON PATH OF TRAVEL = 99' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 7 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.4' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

PLAN 5
 COMMON PATH OF TRAVEL = 123' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 8 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.6' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

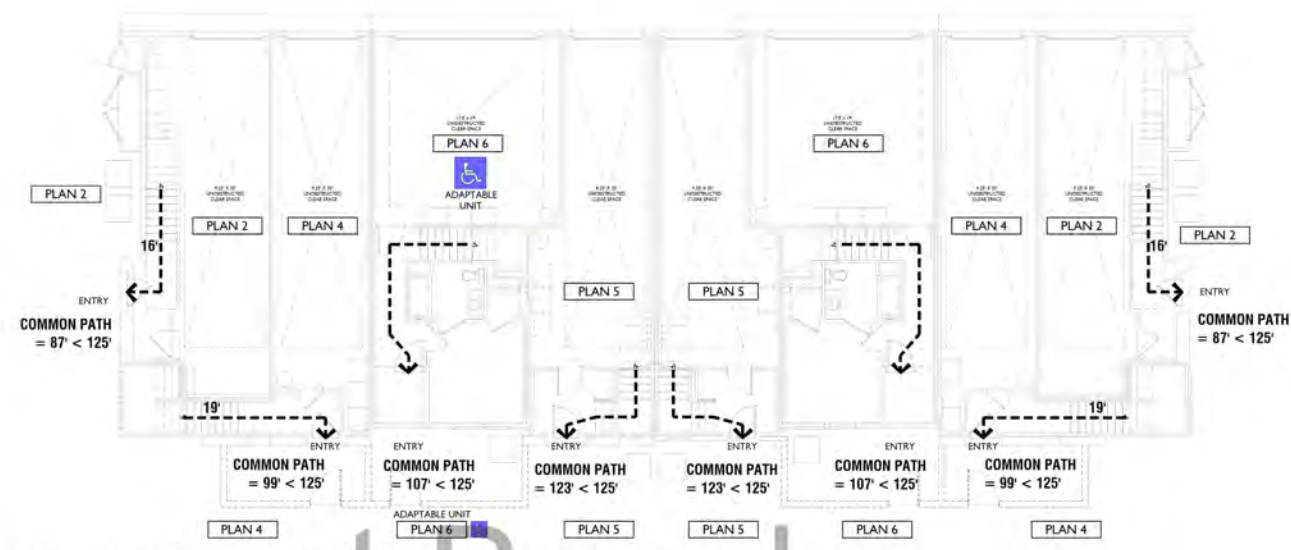
PLAN 6
 COMMON PATH OF TRAVEL = 107' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 9 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 1.8' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED



THIRD FLOOR PLAN



SECOND FLOOR PLAN



OCCUPANCY LOAD			
	SQUARE FOOTAGE	OCCUPANT LOAD FACTOR	UNIT OCCUPANT LOAD
PLAN 2	1,350 SQ. FT.	200 SQ. FT.	7
PLAN 4	1,358 SQ. FT.	200 SQ. FT.	7
PLAN 5	1,593 SQ. FT.	200 SQ. FT.	8
PLAN 6	1,685 SQ. FT.	200 SQ. FT.	9

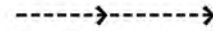
Existing Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-3, U (Two-Family Dwellings / Private Garage)
 Building Construction Type: V-B

(1) Exit is permitted for Group R-3 occupancies with maximum occupant load of 20 provided that the building is equipped throughout with an approved automatic sprinkler system in accordance with section 903.3.1.1 or 903.3.1.2 (per CBC table 1006.2.1) and exit access travel distance in compliance with CBC table 1017.2.

Exit access travel distance for fourth story above grade plane, exit to reach an exit shall not exceed
 CBC 1006.3.4(1): a. with sprinkler system (feet):
 R-3 125 feet.

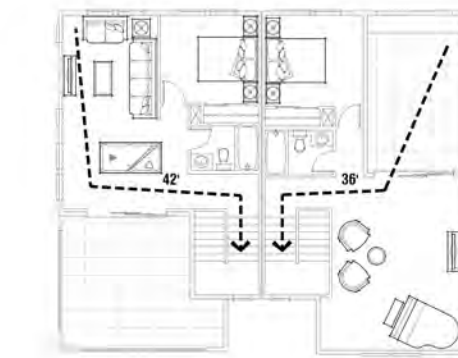
EXIT ACCESS TRAVEL DISTANCE (125 LINEAR FEET MAX.)



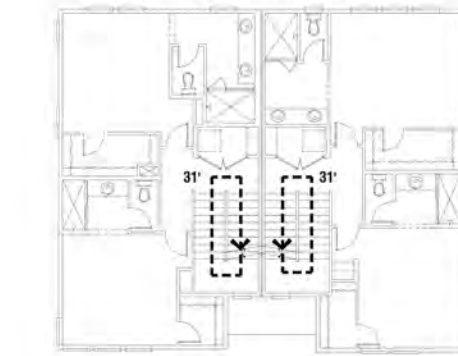
PLAN 3
 EXIT ACCESS TRAVEL DISTANCE TO EXIT DISCHARGE = 125' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 13 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 2.6' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

PLAN 4
 EXIT ACCESS TRAVEL DISTANCE TO EXIT DISCHARGE = 125' L.F. < 125' L.F.
 EXIT DOOR MINIMUM WIDTH:
 13 OCCUPANTS X 0.2 (C.B.C 1005.3.2) = 2.6' MIN. WIDTH
 WIDTH PROVIDED AT EXIT DOOR = 36" MIN. REQUIRED

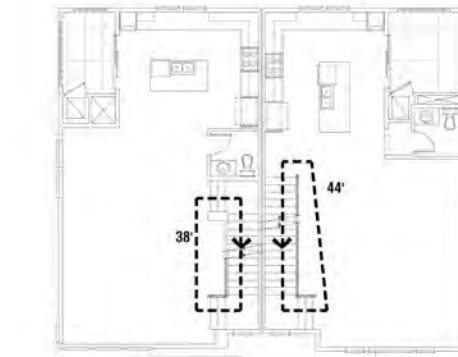
OCCUPANCY LOAD			
	SQUARE FOOTAGE	OCCUPANT LOAD FACTOR	UNIT OCCUPANT LOAD
PLAN 3	2,562 SQ. FT.	200 SQ. FT.	13
PLAN 4	2,536 SQ. FT.	200 SQ. FT.	13



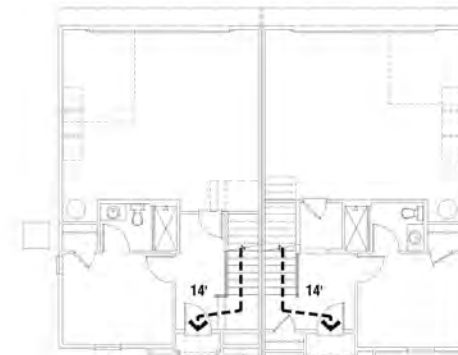
PLAN 3 PLAN 4
 FOURTH FLOOR PLAN



PLAN 3 PLAN 4
 THIRD FLOOR PLAN



PLAN 3 PLAN 4
 SECOND FLOOR PLAN



EXIT DOOR 125' EXIT ACCESS TRAVEL DISTANCE TYPE 'D' EXIT < 125'
 PLAN 3
 EXIT DOOR 125' EXIT ACCESS TRAVEL DISTANCE TO BUILDING TYPE 'D' EXIT < 125'
 PLAN 4
 FIRST FLOOR PLAN

Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-II Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited

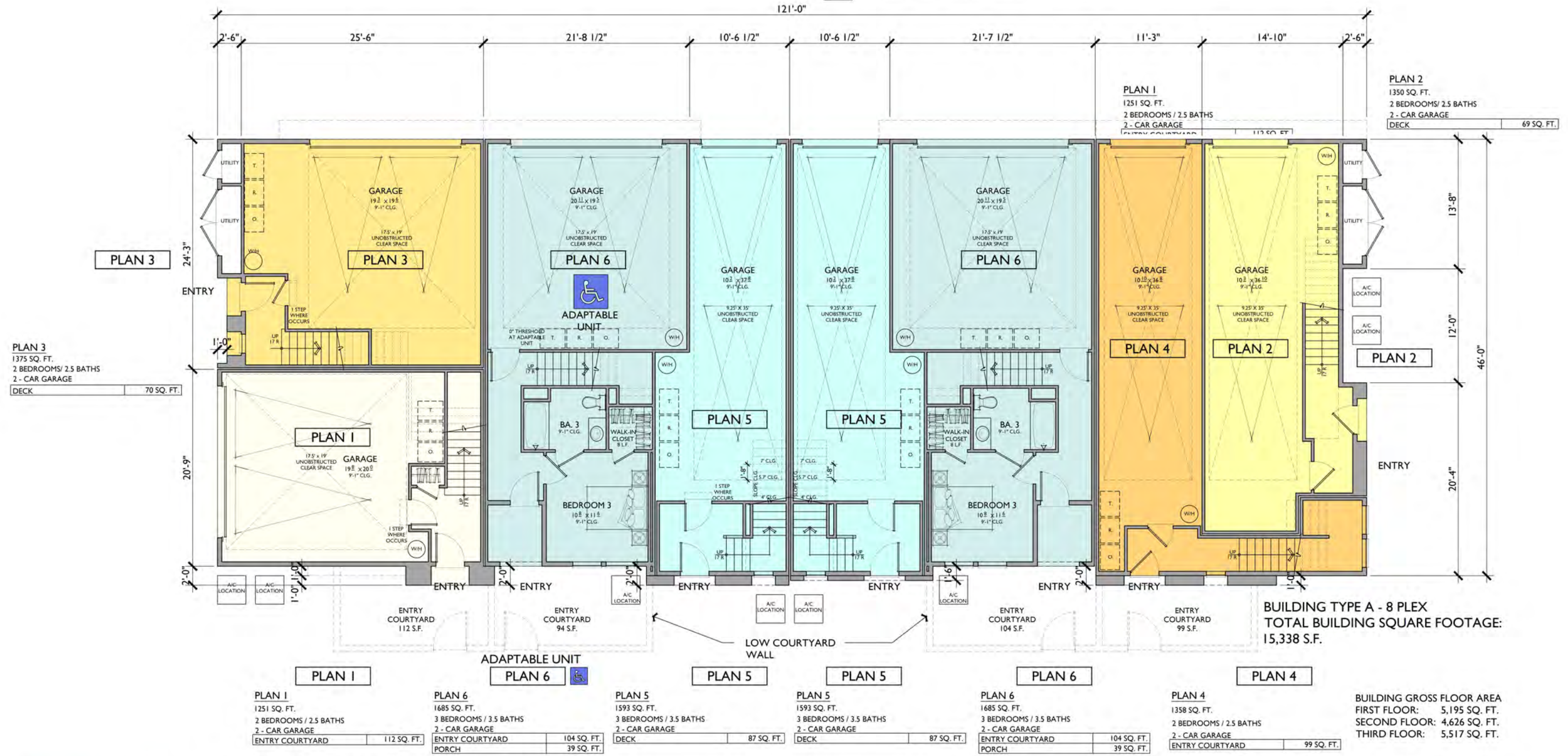
CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)							30 OR GREATER
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30	
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	10%	15%	20%	40%	70%	NO LIMIT
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

LEGEND

- INDICATES WALL
- - - INDICATES SOFFIT ABOVE/ FLOOR ABOVE/ CABINET ABOVE
- (WH) INDICATES WATER HEATER
- (T) INDICATES TRASH BIN.
- (R) INDICATES RECYCLE BIN.
- (O) INDICATES COMPOST BIN.
- (AC) INDICATES AIR CONDITION UNIT

- PLAN 1: 1,251 SF (2BR/2.5BA, 3-STORY END, 2-CAR, FRONT UNIT WITH P-3)
- PLAN 2: 1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
- PLAN 3: 1,375 SF (2BR/2.5BA, 3-STORY END, 2-CAR, REAR UNIT WITH P-1)
- PLAN 4: 1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
- PLAN 5: 1,593 SF (3BR/2.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
- PLAN 6: 1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)



Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-11 Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited
 C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
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TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

- PLAN 1: 1,251 SF (2BR/2.5BA, 3-STORY END, 2-CAR, FRONT UNIT WITH P-3)
- PLAN 2: 1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
- PLAN 3: 1,375 SF (2BR/2.5BA, 3-STORY END, 2-CAR, REAR UNIT WITH P-1)
- PLAN 4: 1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
- PLAN 5: 1,593 SF (3BR/2.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
- PLAN 6: 1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)

PLAN 2 FLOOR AREA TABLE

1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.

PLAN 3 FLOOR AREA TABLE

1ST FLOOR	100 SQ. FT.
2ND FLOOR	626 SQ. FT.
3RD FLOOR	648 SQ. FT.
TOTAL	1375 SQ. FT.
2 - CAR GARAGE	529 SQ. FT.
DECK	70 SQ. FT.
PORCH	6 SQ. FT.



PLAN 1 FLOOR AREA TABLE

1ST FLOOR	118 SQ. FT.
2ND FLOOR	599 SQ. FT.
3RD FLOOR	533 SQ. FT.
TOTAL	1251 SQ. FT.
2 - CAR GARAGE	463 SQ. FT.
ENTRY COURTYARD	112 SQ. FT.
PORCH	8 SQ. FT.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

PLAN 4 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-11 Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited
 C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

PLAN 5

FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 5

FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

- PLAN 1: 1,251 SF (2BR/2.5BA, 3-STORY END, 2-CAR, FRONT UNIT WITH P-3)
- PLAN 2: 1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
- PLAN 3: 1,375 SF (2BR/2.5BA, 3-STORY END, 2-CAR, REAR UNIT WITH P-1)
- PLAN 4: 1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
- PLAN 5: 1,593 SF (3BR/2.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
- PLAN 6: 1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)

PLAN 2

FLOOR AREA TABLE

1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.

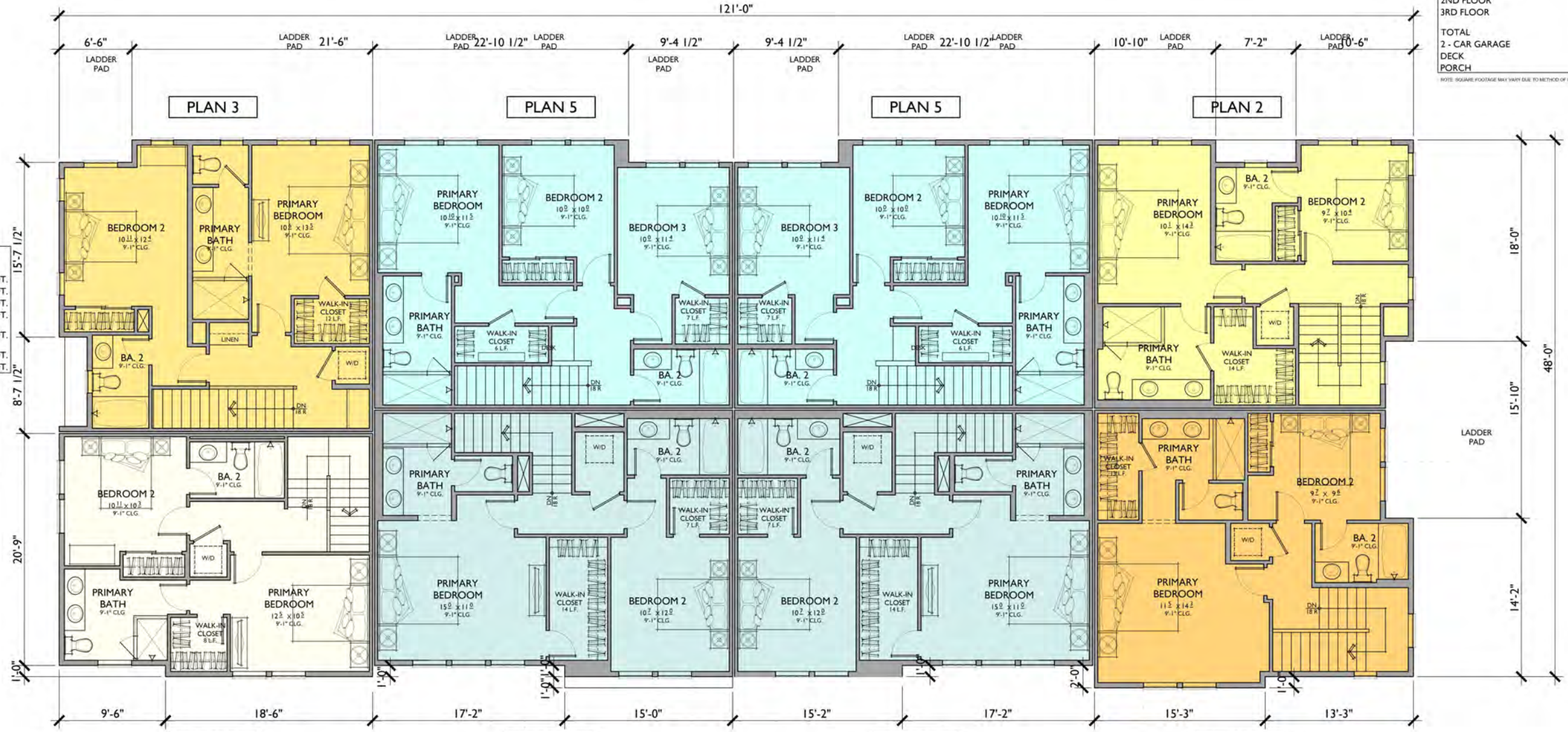
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 3

FLOOR AREA TABLE

1ST FLOOR	100 SQ. FT.
2ND FLOOR	626 SQ. FT.
3RD FLOOR	648 SQ. FT.
TOTAL	1375 SQ. FT.
2 - CAR GARAGE	529 SQ. FT.
DECK	70 SQ. FT.
PORCH	6 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



PLAN 1

FLOOR AREA TABLE

1ST FLOOR	118 SQ. FT.
2ND FLOOR	599 SQ. FT.
3RD FLOOR	533 SQ. FT.
TOTAL	1251 SQ. FT.
2 - CAR GARAGE	463 SQ. FT.
ENTRY COURTYARD	112 SQ. FT.
PORCH	8 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 6

FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 6

FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

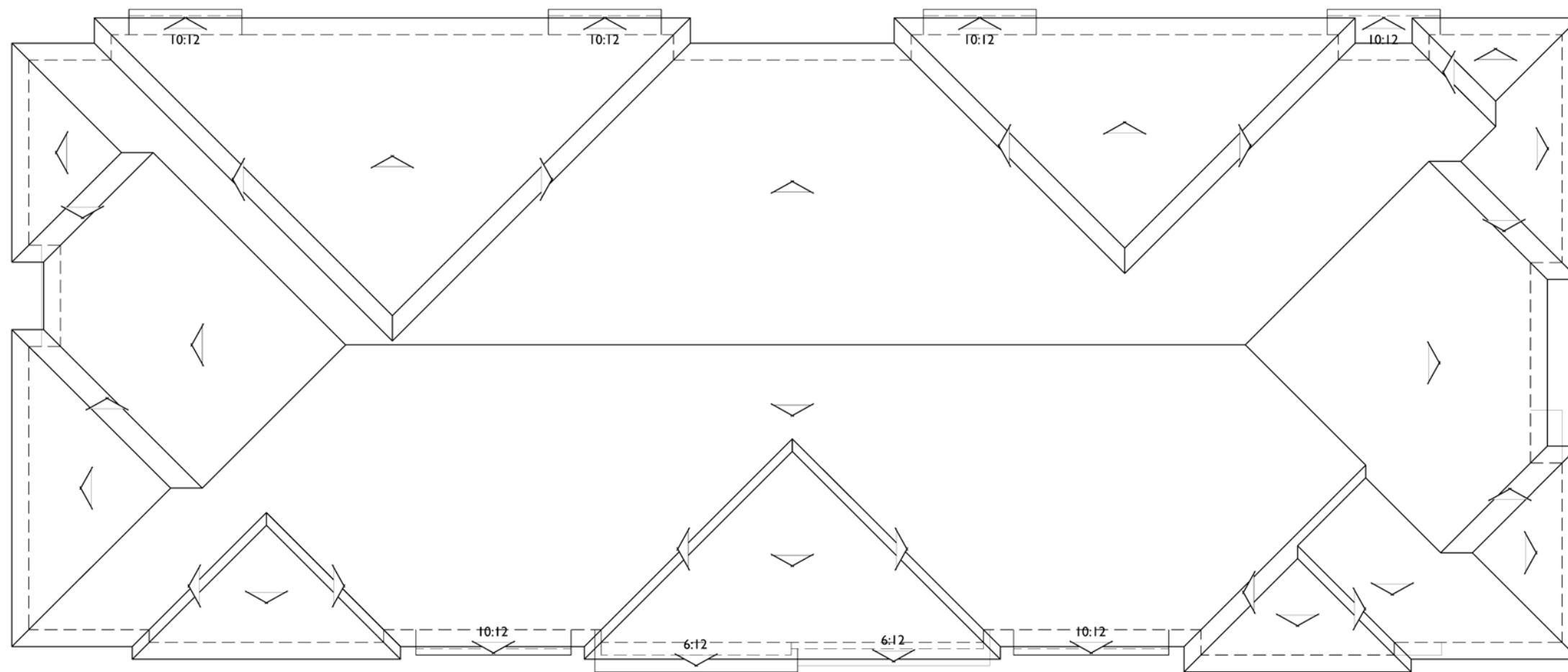
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 4

FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



ROOF PLAN

PITCH: 3:12
 BAKE: 6"
 EAVE: 16"
 ROOF MATERIAL: FLAT CONCRETE TILE ROOF

1/4"=1'-0"

AVERAGE GRADE PLANE DATA - SEE SHEET A2.6

MATERIAL LEGEND

- A. INTEGRAL COLORS STUCCO WALL
- B. ACCENT STUCCO #1
- C. STONE VENEER
- D. FOAM TRIM
- E. CONCRETE FLAT TILE
- F. VINYL WINDOW
- G. ENTRY DOOR
- H. WOOD AWNING
- I. METAL RAILING
- J. CONTROL JOINT
- K. EXTERIOR COACH LIGHT
- L. UTILITY DOOR
- M. WOOD FASCIA
- N. CEMENTITIOUS SIDING
- O. CEMENTITIOUS TRIM



FRONT



REAR

Bassenian | Lagoni
ARCHITECTURE • PLANNING • INTERIORS
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8-PLEX BUILDING TYPE 'A'
Front & Rear Elevations
1300 DOVE STREET
Newport Beach, California

City of Newport Beach

A 2.5
02.06.26

Lincoln

AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
CONDOMINIUM	BLDG 1	51.03	88.94
CONDOMINIUM	BLDG 2	51.13	89.04
CONDOMINIUM	BLDG 3	51.13	89.04
CONDOMINIUM	BLDG 4	51.10	89.01
CONDOMINIUM	BLDG 5	51.58	89.49
CONDOMINIUM	BLDG 6	51.63	89.54

MATERIAL LEGEND

- | | |
|--------------------------------|-------------------------|
| A. INTEGRAL COLORS STUCCO WALL | J. CONTROL JOINT |
| B. ACCENT STUCCO #1 | K. EXTERIOR COACH LIGHT |
| C. STONE VENEER | L. UTILITY DOOR |
| D. FOAM TRIM | M. WOOD FASCIA |
| E. CONCRETE FLAT TILE | N. CEMENTITIOUS SIDING |
| F. VINYL WINDOW | O. CEMENTITIOUS TRIM |
| G. ENTRY DOOR | |
| H. WOOD AWNING | |
| I. METAL RAILING | |



Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-II Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited

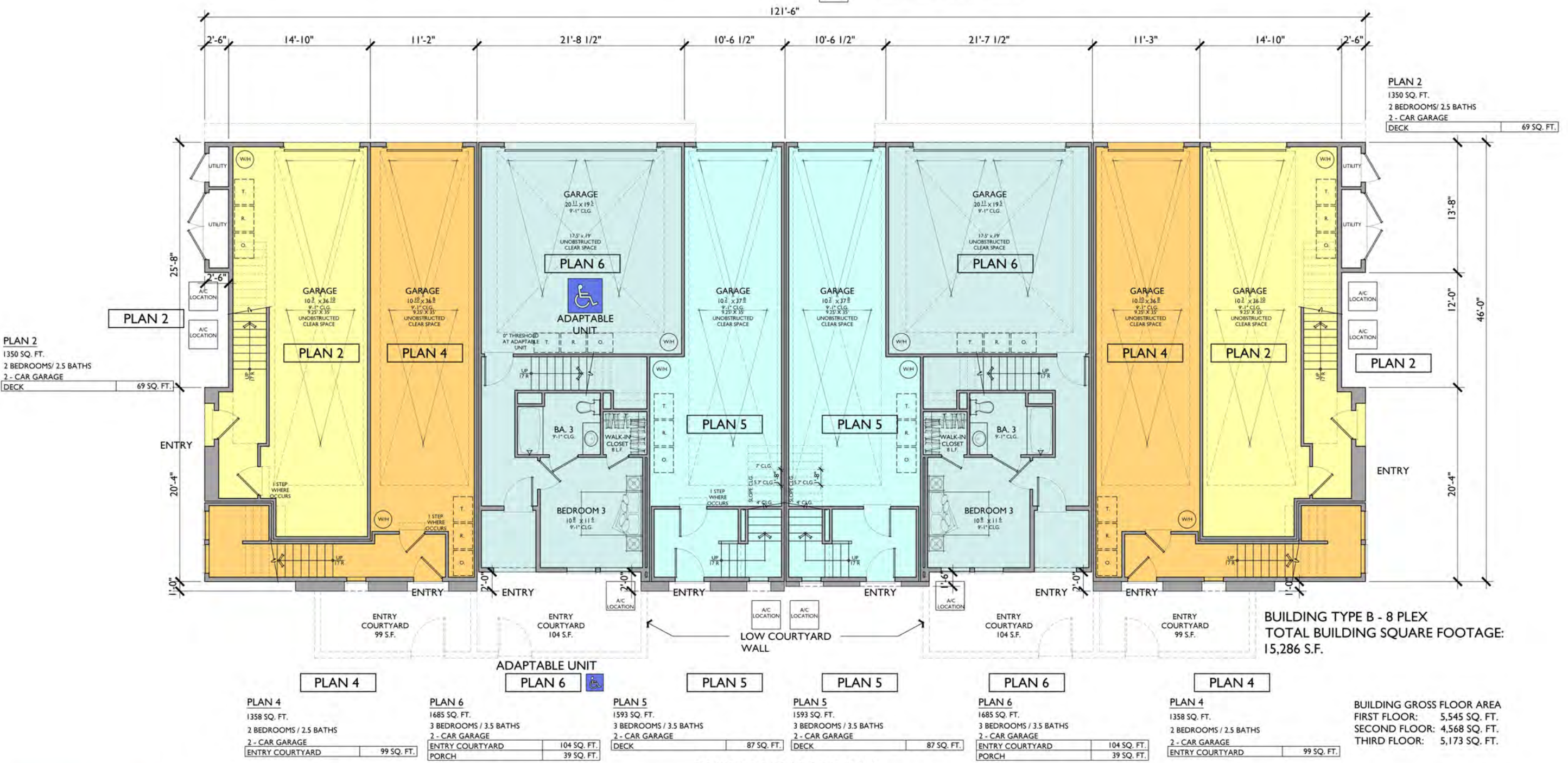
CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)							30 OR GREATER
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30	
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	10%	15%	20%	40%	70%	NO LIMIT
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT	NOT REQUIRED

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

LEGEND

- INDICATES WALL
- - - INDICATES SOFFIT ABOVE/ FLOOR ABOVE/ CABINET ABOVE
- HPWH INDICATES WATER HEATER
- T INDICATES TRASH BIN.
- R INDICATES RECYCLE BIN.
- O INDICATES COMPOST BIN.
- AC INDICATES AIR CONDITION UNIT

- PLAN 2: 1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
- PLAN 4: 1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
- PLAN 5: 1,593 SF (3BR/3.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
- PLAN 6: 1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)



PLAN 2
 1350 SQ. FT.
 2 BEDROOMS/ 2.5 BATHS
 2 - CAR GARAGE
 DECK
 69 SQ. FT.

PLAN 2
 1350 SQ. FT.
 2 BEDROOMS/ 2.5 BATHS
 2 - CAR GARAGE
 DECK
 69 SQ. FT.

PLAN 4
 1358 SQ. FT.
 2 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE
 ENTRY COURTYARD
 99 S.F.

PLAN 6
 1685 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE
 ENTRY COURTYARD
 104 S.F.
 PORCH
 39 S.F.

PLAN 5
 1593 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE
 DECK
 87 SQ. FT.

PLAN 5
 1593 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE
 DECK
 87 SQ. FT.

PLAN 6
 1685 SQ. FT.
 3 BEDROOMS / 3.5 BATHS
 2 - CAR GARAGE
 ENTRY COURTYARD
 104 S.F.
 PORCH
 39 S.F.

PLAN 4
 1358 SQ. FT.
 2 BEDROOMS / 2.5 BATHS
 2 - CAR GARAGE
 ENTRY COURTYARD
 99 S.F.

BUILDING GROSS FLOOR AREA
 FIRST FLOOR: 5,545 SQ. FT.
 SECOND FLOOR: 4,568 SQ. FT.
 THIRD FLOOR: 5,173 SQ. FT.

Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-11 Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
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 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited
 C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

- PLAN 2: 1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
- PLAN 4: 1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
- PLAN 5: 1,593 SF (3BR/2.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
- PLAN 6: 1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
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3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

PLAN 2 FLOOR AREA TABLE

1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.

PLAN 2 FLOOR AREA TABLE

1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.



PLAN 4 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

PLAN 4 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

SECOND FLOOR PLAN

Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-2, U (Condominiums / Private Garage)
 Building Construction Type: V-B
 Allowable Area: 7,000 s.f. per floor
 Allowable Height: 60' per CBC, 55' per PC-11 Zone
 Allowable Stories: 3 - Stories
 Building Height Provided: ±38' (3-stories)
 Fire Sprinkler: NFPA 13
 Exterior wall separation: 0 Hour (FSD > 10 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

Building Analysis

Exterior openings: Unlimited
 C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

PLAN 2:	1,350 SF (2BR/2.5BA, 3-STORY END, TANDEM, REAR UNIT WITH P-4)
PLAN 4:	1,358 SF (2BR/2.5BA, 3-STORY END, TANDEM, FRONT UNIT WITH P-2)
PLAN 5:	1,593 SF (3BR/2.5BA, 3-STORY MIDDLE, TANDEM, REAR UNIT WITH P-6)
PLAN 6:	1,685 SF (3BR/3.5BA, 3-STORY MIDDLE, 2-CAR, FRONT UNIT WITH P-5)

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 5 FLOOR AREA TABLE

1ST FLOOR	110 SQ. FT.
2ND FLOOR	779 SQ. FT.
3RD FLOOR	704 SQ. FT.
TOTAL	1593 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
DECK	87 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 2 FLOOR AREA TABLE

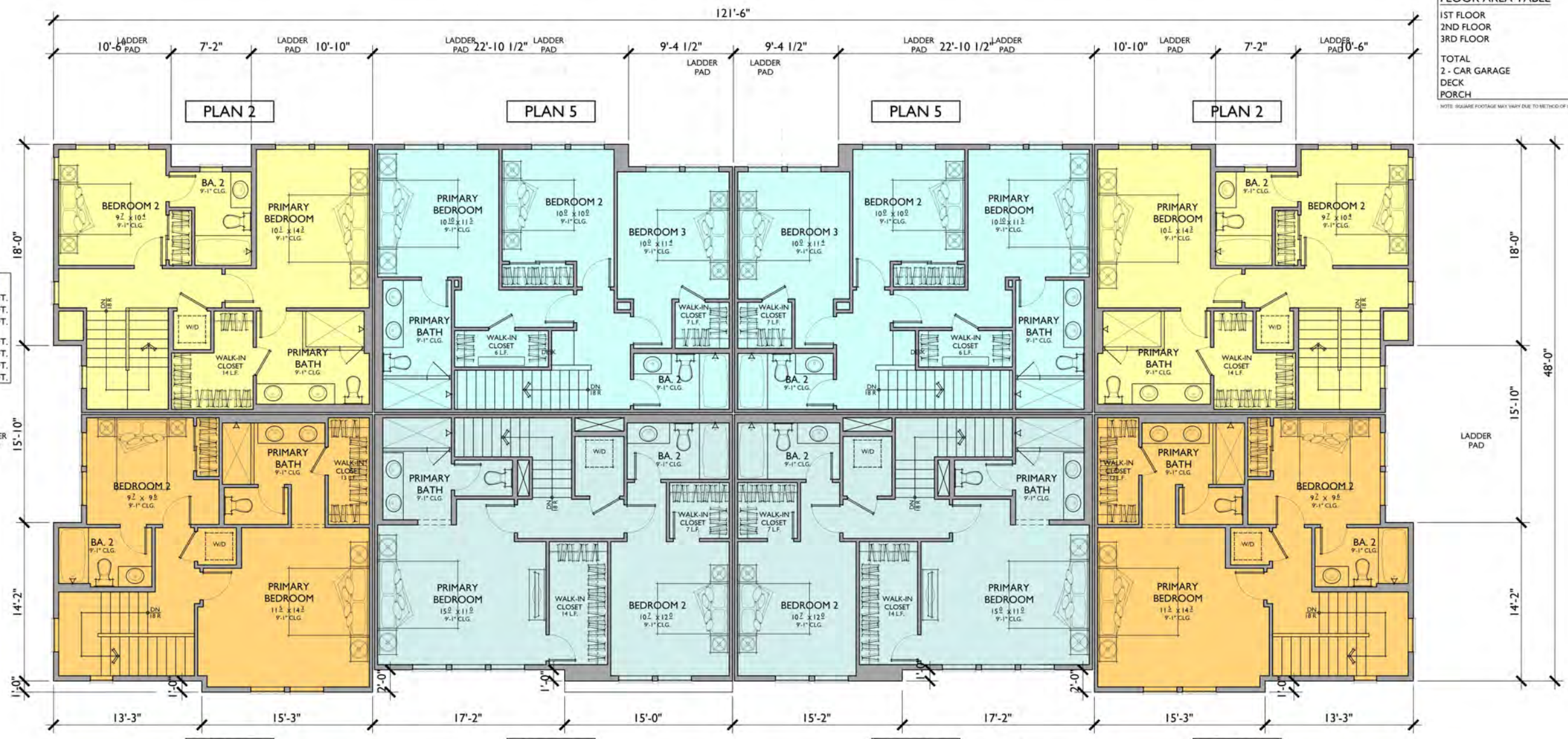
1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 2 FLOOR AREA TABLE

1ST FLOOR	132 SQ. FT.
2ND FLOOR	642 SQ. FT.
3RD FLOOR	577 SQ. FT.
TOTAL	1350 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
DECK	69 SQ. FT.
PORCH	5 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.



PLAN 4 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 6 FLOOR AREA TABLE

1ST FLOOR	365 SQ. FT.
2ND FLOOR	627 SQ. FT.
3RD FLOOR	693 SQ. FT.
TOTAL	1685 SQ. FT.
2 - CAR GARAGE	484 SQ. FT.
ENTRY COURTYARD	104 SQ. FT.
PORCH	39 SQ. FT.

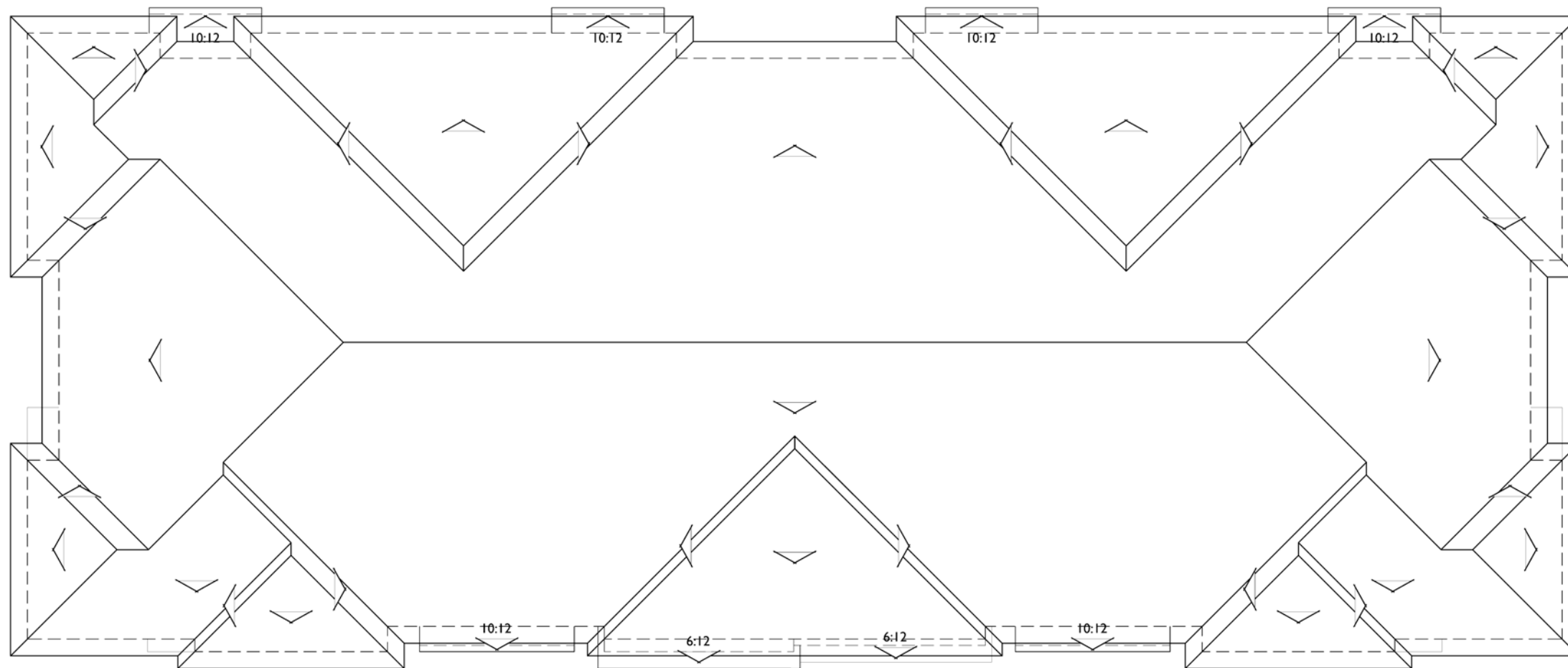
NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 4 FLOOR AREA TABLE

1ST FLOOR	144 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	586 SQ. FT.
TOTAL	1358 SQ. FT.
2 - CAR GARAGE	471 SQ. FT.
ENTRY COURTYARD	99 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

THIRD FLOOR PLAN



ROOF PLAN

PITCH: 3:12
 RAKE: 6"
 EAVE: 16"
 ROOF MATERIAL: FLAT CONCRETE TILE ROOF

1/4"=1'-0"

AVERAGE GRADE PLANE DATA - SEE SHEET A3.6

MATERIAL LEGEND

- A. INTEGRAL COLORS STUCCO WALL
- B. ACCENT STUCCO #1
- C. STONE VENEER
- D. FOAM TRIM
- E. CONCRETE FLAT TILE
- F. VINYL WINDOW
- G. ENTRY DOOR
- H. WOOD AWNING
- I. METAL RAILING
- J. CONTROL JOINT
- K. EXTERIOR COACH LIGHT
- L. UTILITY DOOR
- M. WOOD FASCIA
- N. CEMENTITIOUS SIDING
- O. CEMENTITIOUS TRIM



FRONT



REAR

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8-PLEX BUILDING TYPE 'B'
 Front & Rear Elevations
 1300 DOVE STREET
 Newport Beach, California

0 2 4 8
 SCALE: 1/4" = 1'-0"

B05.25082

City of Newport Beach

A 3.5
 02.06.26
Lincoln

AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
CONDOMINIUM	BLDG 7	49.98	87.89
CONDOMINIUM	BLDG 8	50.23	88.14
CONDOMINIUM	BLDG 9	49.33	87.24
CONDOMINIUM	BLDG 10	49.08	86.99

MATERIAL LEGEND

- A. INTEGRAL COLORS STUCCO WALL
- B. ACCENT STUCCO #1
- C. STONE VENEER
- D. FOAM TRIM
- E. CONCRETE FLAT TILE
- F. VINYL WINDOW
- G. ENTRY DOOR
- H. WOOD AWNING
- I. METAL RAILING
- J. CONTROL JOINT
- K. EXTERIOR COACH LIGHT
- L. UTILITY DOOR
- M. WOOD FASCIA
- N. CEMENTITIOUS SIDING
- O. CEMENTITIOUS TRIM



AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
DUPLEX	BLDG 23	46.53	82.95
DUPLEX	BLDG 24	46.53	82.95
DUPLEX	BLDG 25	46.18	82.60
DUPLEX	BLDG 26	45.38	81.80
DUPLEX	BLDG 27	45.20	81.62
DUPLEX	BLDG 28	45.48	81.90
DUPLEX	BLDG 29	45.88	82.30
DUPLEX	BLDG 30	46.50	82.92
DUPLEX	BLDG 31	46.98	83.40
DUPLEX	BLDG 32	47.35	83.77
DUPLEX	BLDG 33	48.18	84.60
DUPLEX	BLDG 34	48.68	85.10
DUPLEX	BLDG 35	49.13	85.55
DUPLEX	BLDG 36	49.53	85.95

MATERIAL LEGEND

- A. INTEGRAL COLORS STUCCO WALL
- B. ACCENT STUCCO #1
- C. STONE VENEER
- D. FOAM TRIM
- E. CONCRETE FLAT TILE
- F. VINYL WINDOW
- G. ENTRY DOOR
- H. WOOD AWNING
- I. METAL RAILING
- J. CONTROL JOINT
- K. EXTERIOR COACH LIGHT
- L. UTILITY DOOR
- M. WOOD FASCIA
- N. CEMENTITIOUS SIDING
- O. CEMENTITIOUS TRIM



DUPLEX BUILDING TYPE 'C'
Front & Rear Elevations

1300 DOVE STREET
Newport Beach, California

SCALE: 1/4" = 1'-0" B05.25082

City of Newport Beach

A 4.3

02.06.26



AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
DUPLEX	BLDG 23	46.53	82.95
DUPLEX	BLDG 24	46.53	82.95
DUPLEX	BLDG 25	46.18	82.60
DUPLEX	BLDG 26	45.38	81.80
DUPLEX	BLDG 27	45.20	81.62
DUPLEX	BLDG 28	45.48	81.90
DUPLEX	BLDG 29	45.88	82.30
DUPLEX	BLDG 30	46.50	82.92
DUPLEX	BLDG 31	46.98	83.40
DUPLEX	BLDG 32	47.35	83.77
DUPLEX	BLDG 33	48.18	84.60
DUPLEX	BLDG 34	48.68	85.10
DUPLEX	BLDG 35	49.13	85.55
DUPLEX	BLDG 36	49.53	85.95

MATERIAL LEGEND

- | | |
|--------------------------------|-------------------------|
| A. INTEGRAL COLORS STUCCO WALL | J. CONTROL JOINT |
| B. ACCENT STUCCO #1 | K. EXTERIOR COACH LIGHT |
| C. STONE VENEER | L. UTILITY DOOR |
| D. FOAM TRIM | M. WOOD FASCIA |
| E. CONCRETE FLAT TILE | N. CEMENTITIOUS SIDING |
| F. VINYL WINDOW | O. CEMENTITIOUS TRIM |
| G. ENTRY DOOR | |
| H. WOOD AWNING | |
| I. METAL RAILING | |



Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-3, U (Two-Family Dwellings / Private Garage)
 Building Construction Type: V-B
 Allowable area: Unlimited
 Allowable Height: 60 feet Height limit
 Allowable stories: 4 - Stories
 Building Height Provided: ±46.5' (4-Stories)
 Fire Sprinkler: NFPA 13R
 Exterior wall separation: 0 Hour (FSD > 5 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

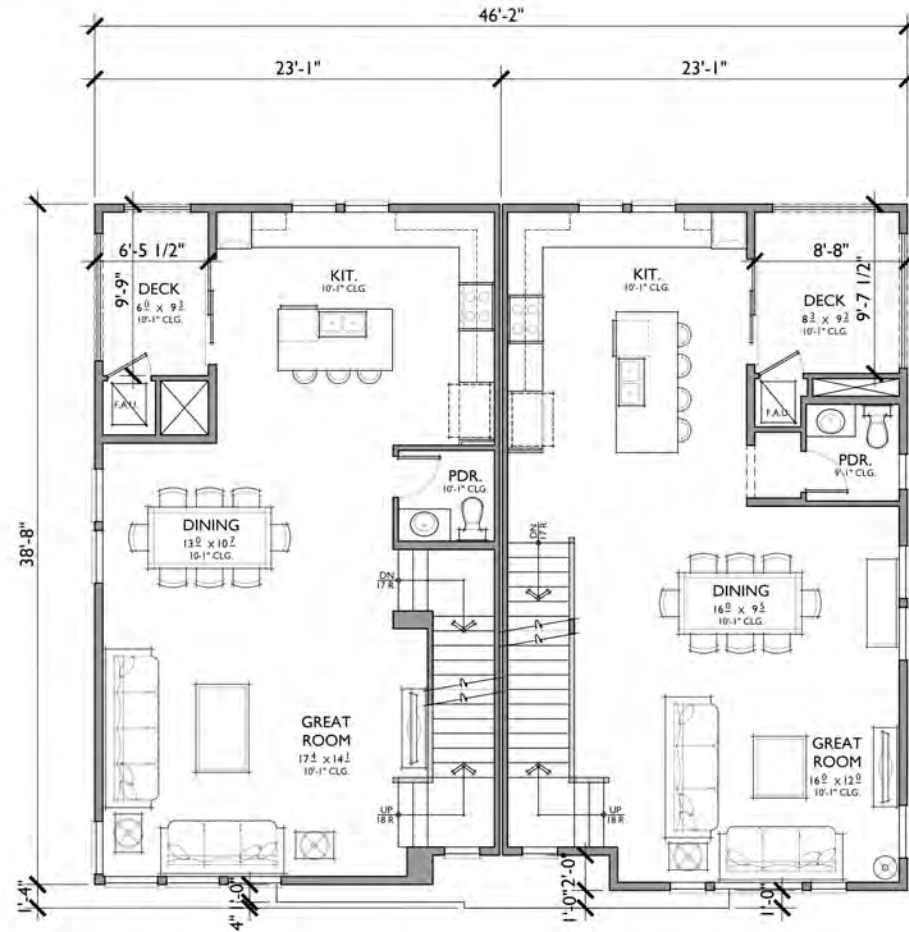
Building Analysis

Exterior openings: Unlimited
 C.B.C. Section Table 1: Table 705.9

CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)						
	0 TO LESS THAN 3	3 TO LESS THAN 5	5 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	10%	15%	25%	40%	70%
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

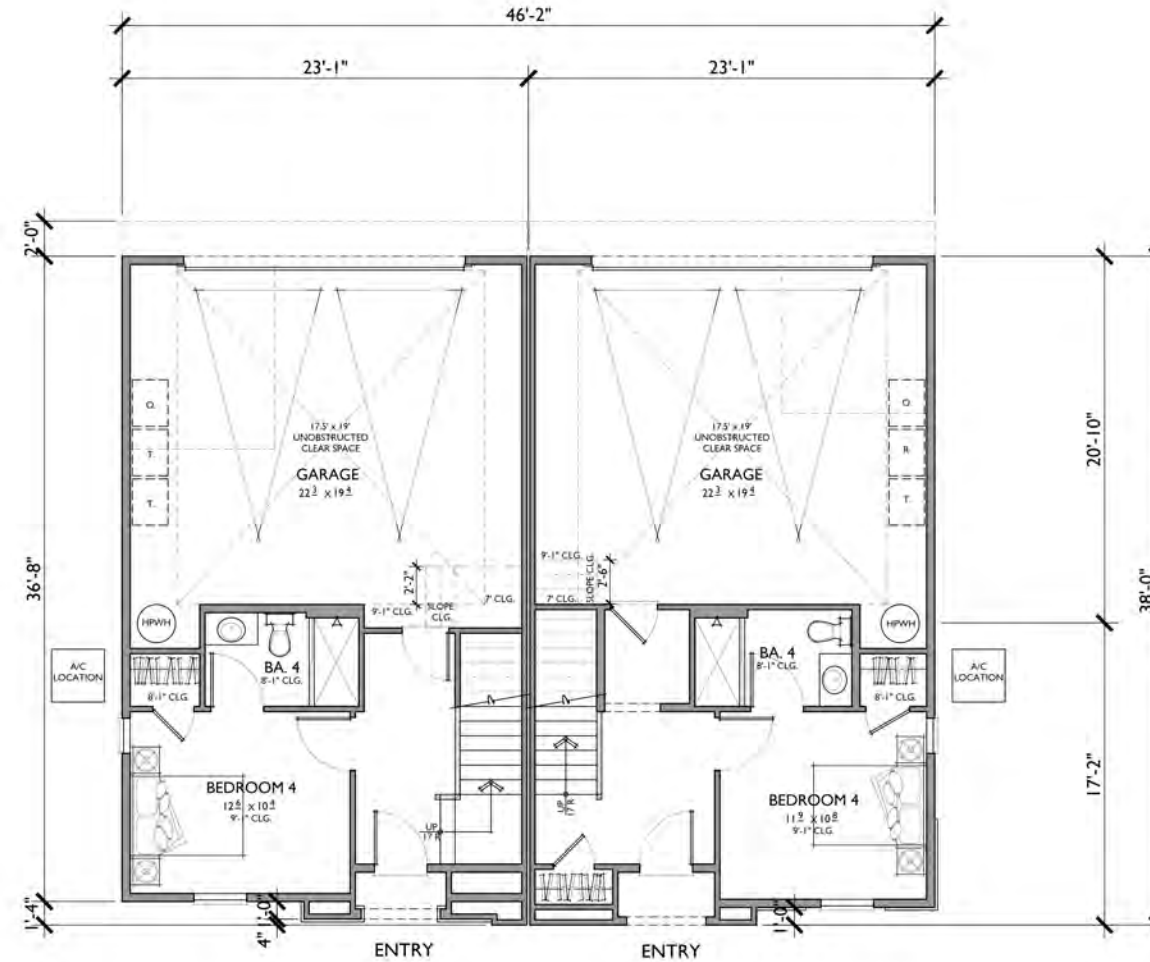
For a Group R-3 building of Type II-B or Type V-B construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater or where equipped throughout with an automatic sprinkler system in accordance with Section 903.3 the fire-resistance rating shall not be required where the fire separation distance is 3 feet or greater.



PLAN 3

PLAN 4

SECOND FLOOR PLAN



PLAN 3

PLAN 4

FIRST FLOOR PLAN

PLAN 3
4 BED / 4.5 BA.

FLOOR AREA TABLE	
1ST FLOOR	369 SQ. FT.
2ND FLOOR	798 SQ. FT.
3RD FLOOR	867 SQ. FT.
4TH FLOOR	529 SQ. FT.
TOTAL	2562 SQ. FT.
2 - CAR GARAGE	479 SQ. FT.
2ND FLOOR DECK	85 SQ. FT.
4TH FLOOR DECK	267 SQ. FT.
PORCH	14 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

PLAN 4
4 BED / 4.5 BA.

FLOOR AREA TABLE	
1ST FLOOR	384 SQ. FT.
2ND FLOOR	710 SQ. FT.
3RD FLOOR	859 SQ. FT.
4TH FLOOR	577 SQ. FT.
TOTAL	2530 SQ. FT.
2 - CAR GARAGE	456 SQ. FT.
2ND FLOOR DECK	83 SQ. FT.
4TH FLOOR DECK	209 SQ. FT.
PORCH	17 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION.

BUILDING TYPE D - DUPLEX
 TOTAL BUILDING SQUARE FOOTAGE:
 6,219 S.F.

BUILDING GROSS FLOOR AREA
 FIRST FLOOR: 1,726 SQ. FT.
 SECOND FLOOR: 1,616 SQ. FT.
 THIRD FLOOR: 1,553 SQ. FT.
 FOURTH FLOOR: 1,324 SQ. FT.

Building Analysis

Code used: 2025 California Building Code
 Building Occupancy: R-3, U (Two-Family Dwellings / Private Garage)
 Building Construction Type: V-B
 Allowable area: Unlimited
 Allowable Height: 60 feet Height limit
 Allowable stories: 4 - Stories
 Building Height Provided: ±46.5' (4-Stories)
 Fire Sprinkler: NFPA 13R
 Exterior wall separation: 0 Hour (FSD > 5 feet on site with sprinkler)
 "X" < 5 feet, Type VB = 1 Hour
 5 feet <= "X" < 10 feet = 1 Hour
 10 feet <= "X" < 30 feet Type VB = 0 Hour
 "X" >= 30 feet Type VB = 0 Hour

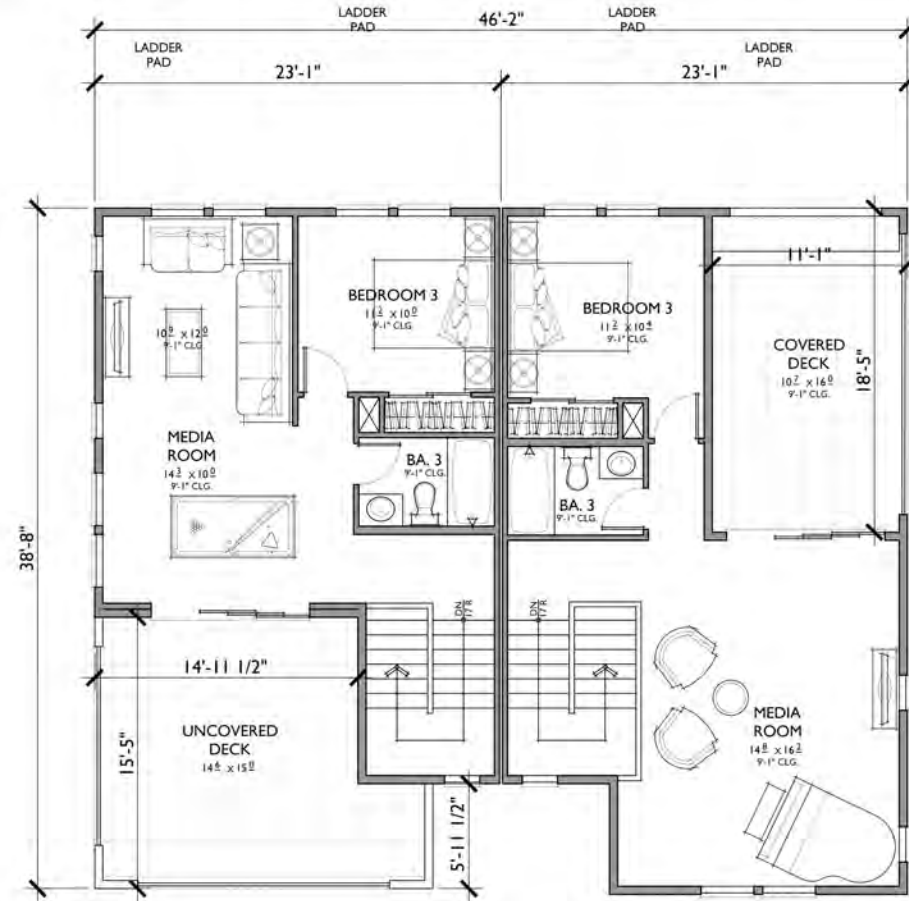
Building Analysis

Exterior openings: Unlimited
 C.B.C. Section Table 1: Table 705.9

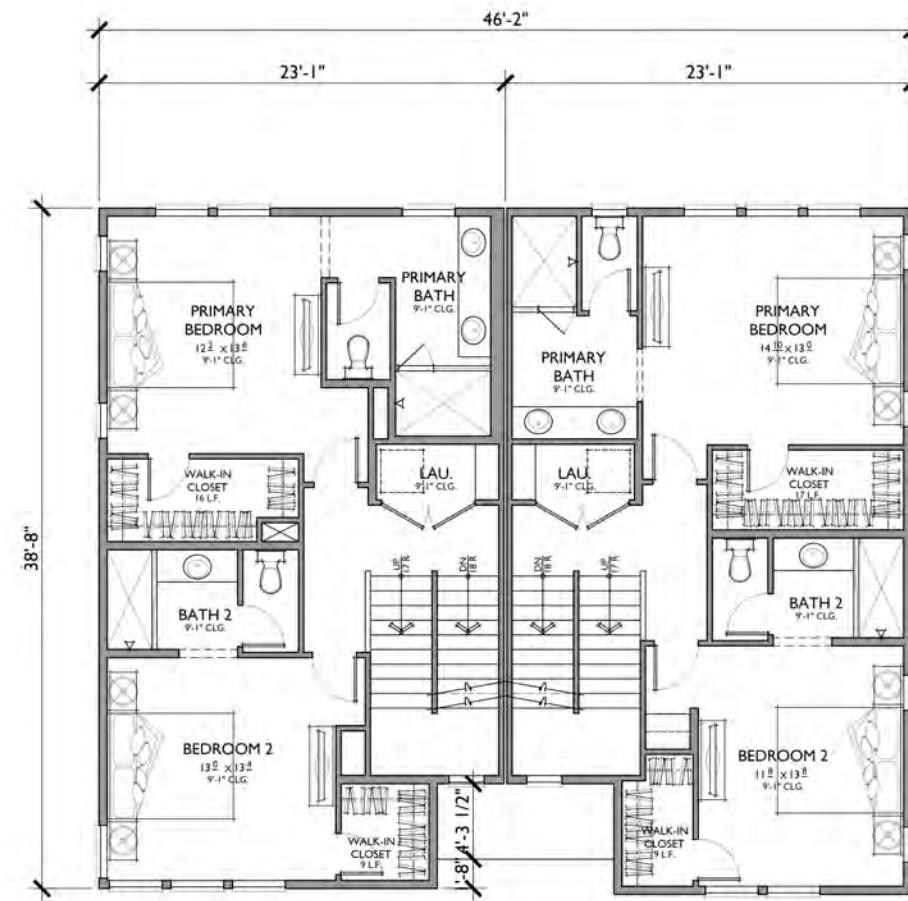
CLASSIFICATION OF OPENING	FIRE SEPARATION DISTANCE (FEET)						30 OR GREATER
	5 TO LESS THAN 8	8 TO LESS THAN 10	10 TO LESS THAN 15	15 TO LESS THAN 20	20 TO LESS THAN 25	25 TO LESS THAN 30	
UNPROTECTED, NONSPRINKLERED	NOT PERMITTED	NOT PERMITTED	10%	15%	25%	40%	70%
UNPROTECTED, SPRINKLERED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT
PROTECTED	NOT PERMITTED	15%	25%	45%	75%	NO LIMIT	NO LIMIT

C.B.C. Section 705.9.1 Exception 2, Buildings whose exterior bearing walls, exterior non-bearing walls, and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

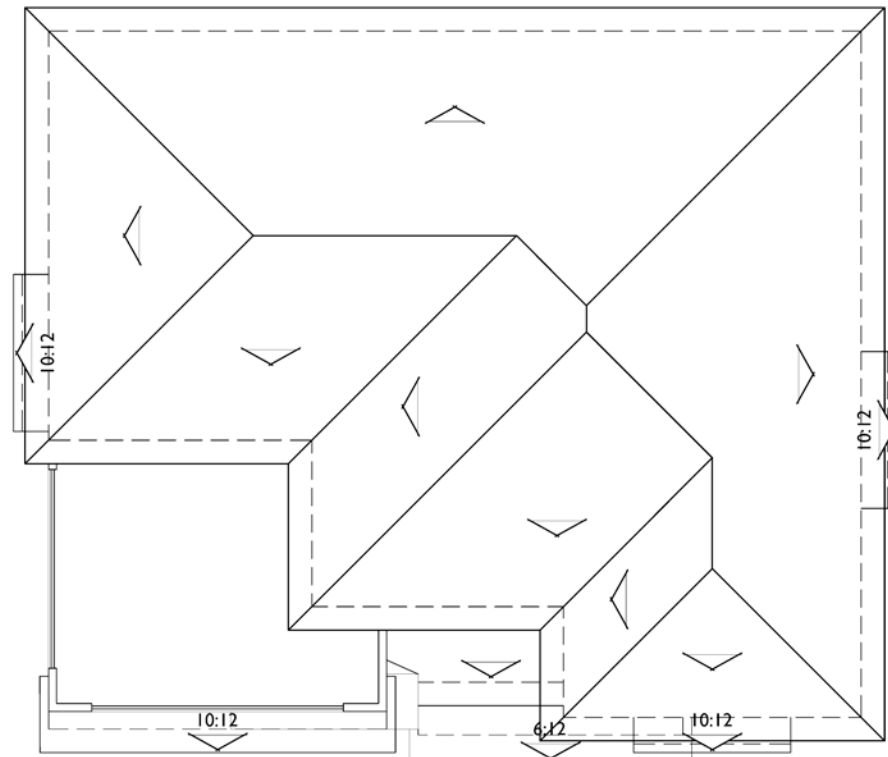
For a Group R-3 building of Type II-B or Type V-B construction, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater or where equipped throughout with an automatic sprinkler system in accordance with Section 903.3 the fire-resistance rating shall not be required where the fire separation distance is 3 feet or greater.



PLAN 3 LADDER PAD
 PLAN 4 LADDER PAD
FOURTH FLOOR PLAN



PLAN 3
 PLAN 4
THIRD FLOOR PLAN



ROOF PLAN

PITCH: 3:12
 RAKE: 6"
 EAVE: 16"
 ROOF MATERIAL: FLAT CONCRETE TILE ROOF

1/4"=1'-0"

AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
DUPLEX	BLDG 11	49.18	95.68
DUPLEX	BLDG 12	49.68	96.18
DUPLEX	BLDG 13	49.50	96.00
DUPLEX	BLDG 14	48.90	95.40
DUPLEX	BLDG 15	48.13	94.63
DUPLEX	BLDG 16	47.78	94.28
DUPLEX	BLDG 17	47.30	93.80
DUPLEX	BLDG 18	47.10	93.60
DUPLEX	BLDG 19	46.53	93.03
DUPLEX	BLDG 20	46.23	92.73
DUPLEX	BLDG 21	46.33	92.83
DUPLEX	BLDG 22	46.65	93.15



MATERIAL LEGEND

- A. INTEGRAL COLORS STUCCO WALL
- B. ACCENT STUCCO #1
- C. STONE VENEER
- D. FOAM TRIM
- E. CONCRETE FLAT TILE
- F. VINYL WINDOW
- G. ENTRY DOOR
- H. WOOD AWNING
- I. METAL RAILING
- J. CONTROL JOINT
- K. EXTERIOR COACH LIGHT
- L. UTILITY DOOR
- M. WOOD FASCIA
- N. CEMENTITIOUS SIDING
- O. CEMENTITIOUS TRIM



AVERAGE GRADE PLANE			
BLDG TYPE	BLDG NUMBER	AVERAGE GRADE PLANE	HIGHEST RIDGE F.F.E.
DUPLEX	BLDG 11	49.18	95.68
DUPLEX	BLDG 12	49.68	96.18
DUPLEX	BLDG 13	49.50	96.00
DUPLEX	BLDG 14	48.90	95.40
DUPLEX	BLDG 15	48.13	94.63
DUPLEX	BLDG 16	47.78	94.28
DUPLEX	BLDG 17	47.30	93.80
DUPLEX	BLDG 18	47.10	93.60
DUPLEX	BLDG 19	46.53	93.03
DUPLEX	BLDG 20	46.23	92.73
DUPLEX	BLDG 21	46.33	92.83
DUPLEX	BLDG 22	46.65	93.15



RIGHT



LEFT

MATERIAL LEGEND

- | | |
|--------------------------------|-------------------------|
| A. INTEGRAL COLORS STUCCO WALL | J. CONTROL JOINT |
| B. ACCENT STUCCO #1 | K. EXTERIOR COACH LIGHT |
| C. STONE VENEER | L. UTILITY DOOR |
| D. FOAM TRIM | M. WOOD FASCIA |
| E. CONCRETE FLAT TILE | N. CEMENTITIOUS SIDING |
| F. VINYL WINDOW | O. CEMENTITIOUS TRIM |
| G. ENTRY DOOR | |
| H. WOOD AWNING | |
| I. METAL RAILING | |

Lincoln

SCHEME 3 | ALL 'A' & 'B' ELEVATIONS



ROOF
EAGLE - 5687



BASE STUCCO
SW 7030 ANEW GRAY



SIDING
SW 7018 DOVETAIL



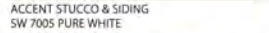
STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ENTRY DOORS
SW 6990 CAVIAR



ACCENT STUCCO & SIDING
SW 7005 PURE WHITE

1300 DOVE STREET 8 PLEX - A & B

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SCHEME 1 | ALL 'A' & 'B' ELEVATIONS



ROOF
EAGLE - 5690



BASE STUCCO
SW 7541 GRECIAN IVORY



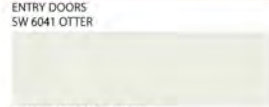
SIDING
SW 9130 EVERGREEN FOG



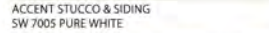
STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ENTRY DOORS
SW 6041 OTTER



ACCENT STUCCO & SIDING
SW 7005 PURE WHITE

1300 DOVE STREET 8 PLEX - A & B

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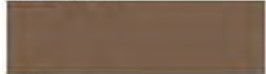
SCHEME 4 | ALL 'A' & 'B' ELEVATIONS



ROOF
EAGLE - 5689



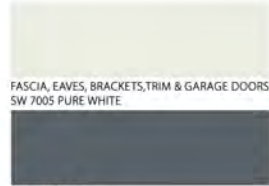
BASE STUCCO
SW 7038 TONY TAUPE



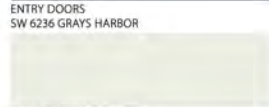
SIDING
SW 9090 CARAIBE



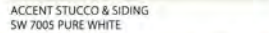
STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ENTRY DOORS
SW 6236 GRAYS HARBOR



ACCENT STUCCO & SIDING
SW 7005 PURE WHITE

1300 DOVE STREET 8 PLEX - A & B

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SCHEME 2 | ALL 'A' & 'B' ELEVATIONS



ROOF
EAGLE - 5699



BASE STUCCO
SW 7015 REPOSE GRAY



SIDING
SW 7664 STEELY GRAY



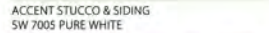
STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ENTRY DOORS
SW 7020 BLACK FOX



ACCENT STUCCO & SIDING
SW 7005 PURE WHITE

1300 DOVE STREET 8 PLEX - A & B

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PAGE TITLE

PAINT: SHERWIN WILLIAMS
ROOF: EAGLE
STONE: CREATIVE MINES
STONE MORTAR: ORCO MAC PLUS
AUGUST 14, 2025

	SCHEMES 1-4			
	ARE FOR ALL 'A' & 'B' ELEVATIONS			
	1	2	3	4
FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE
SIMULATED WOOD FOAM HEADER	SW 7025 BACKDROP	SW 7025 BACKDROP	SW 7025 BACKDROP	SW 7025 BACKDROP
ENTRY DOORS	SW 6041 OTTER	BLACK FOX	SW 4990 CAVIAR	SW 4236 GRAYS HARBOR
BASE STUCCO	SW 7541 GRECIAN IVORY	REPOSE GRAY	ANEW GRAY	SW 7038 TONY TAUPE
SIDING	SW 9130 EVERGREEN FOG	SW 7664 STEELY GRAY	SW 7018 DOVETAIL	SW 9090 CARAIBE
ACCENT STUCCO & SIDING	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE
STONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE
STONE MORTAR FLUSHED JOINTS	PALE SMOKE	PALE SMOKE	PALE SMOKE	PALE SMOKE
ROOF	5690	5699	5687	5689

1300 DOVE STREET 8 PLEX - A & B

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SCHEME 3 | ALL 'C' & 'D' ELEVATIONS



ROOF
EAGLE - 5699



BASE STUCCO
SW 7005 PURE WHITE



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ACCENT STUCCO
SW 7016 MINDFUL GRAY



ENTRY DOORS
SW 7040 SMOKEHOUSE



SIDING
SW 7664 STEELY GRAY

STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE

1300 DOVE STREET DUPLEX - C & D

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SCHEME 1 | ALL 'C' & 'D' ELEVATIONS



ROOF
EAGLE - 5689



BASE STUCCO
SW 7010 WHITE DUCK



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ACCENT STUCCO
SW 7506 LOGGIA



ENTRY DOORS
SW 6041 OTTER



SIDING
SW 7018 DOVETAIL

STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE

1300 DOVE STREET DUPLEX - C & D

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1300 DOVE STREET DUPLEX - C & D

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SCHEME 4 | ALL 'C' & 'D' ELEVATIONS



ROOF
EAGLE - 5690



BASE STUCCO
SW 7043 WORDLY GRAY



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ACCENT STUCCO
SW 7005 PURE WHITE



ENTRY DOORS
SW 2819 DOWNING SLATE



SIDING
SW 9130 EVERGREEN FOG

STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE

1300 DOVE STREET DUPLEX - C & D

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SCHEME 2 | ALL 'C' & 'D' ELEVATIONS



ROOF
EAGLE - 5687



BASE STUCCO
SW 7542 NATUREL



FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS
SW 7005 PURE WHITE



ACCENT STUCCO
SW 7644 GATEWAY GRAY



ENTRY DOORS
SW 7618 DEEP SEA DIVE



SIDING
SW 7005 PURE WHITE

STONE
CREATIVE MINES - TIMBERWOLF ORCHARD LIMESTONE

1300 DOVE STREET DUPLEX - C & D

NEWPORT BEACH, CALIFORNIA | 805-25138

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Lincoln

PAGE TITLE

PAINT: SHERWIN WILLIAMS
ROOF EAGLE
STONE: CREATIVE MINES
STONE MORTAR: ORCO MAC PLUS
AUGUST 14, 2025

	SCHEMES 1-4 ARE FOR ALL 'C' & 'D' ELEVATIONS			
	1	2	3	4
FASCIA, EAVES, BRACKETS, TRIM & GARAGE DOORS	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE	SW 7005 PURE WHITE
SIMULATED WOOD FOAM HEADER	SW 7025 BACKDROP	SW 7025 BACKDROP	SW 7025 BACKDROP	SW 7025 BACKDROP
ENTRY DOORS	SW 6041 OTTER	SW 7418 DEEP SEA DIVE	SW 7040 SMOKEHOUSE	SW 2817 DOWNING SLATE
BASE STUCCO	SW 7010 WHITE DUCK	SW 7542 NATUREL	SW 7005 PURE WHITE	SW 7043 WORDLY GRAY
SIDING	SW 7018 DOVETAIL	SW 7005 PURE WHITE	SW 7644 STEELY GRAY	SW 9130 EVERGREEN FOG
ACCENT STUCCO	SW 7506 LOGGIA	SW 7644 GATEWAY GRAY	SW 7016 MINDFUL GRAY	SW 7005 PURE WHITE
STONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE	TIMBERWOLF ORCHARD LIMESTONE
STONE MORTAR FLUSHED JOINTS	PALE SMOKE	PALE SMOKE	PALE SMOKE	PALE SMOKE
ROOF	5689	5687	5699	5690

1300 DOVE STREET DUPLEX - C & D

NEWPORT BEACH, CALIFORNIA | 805-25082

Bassenian | Lagoni
ARCHITECTURE • PLANNING • INTERIORS
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FUTURE ALIGNMENT OF ROADWAY

REQUIRED PAOS 8,786 sf (3%)
 PROVIDED PAOS: 8,927 sf (3.1%)

- PUBLICLY ACCESSIBLE OPEN SPACE (PAOS)**
- meandering 8' width concrete sidewalk
 - seating areas with flat top boulders and decomposed granite
 - portals at pedestrian connections to development
 - curb adjacent street trees
 - california friendly planting
 - groupings of ornamental trees and palms
 - dedicated as a public easement

20' LIMIT OF POAS
 • credit only taken at 20' width areas

AMENITY COURTYARD #3
 SEE SHEET L.2

TYPICAL DUPLEX PASEO
 SEE SHEET L.5

TYPICAL TOWNHOME PASEO
 SEE SHEET L.4

EXISTING SIDEWALK TO BE REPLACED WITH LANDSCAPE

AMENITY COURTYARDS #1 AND #2
 SEE SHEET L.2

PROPERTY LINE

6' HT DECORATIVE MASONRY WALL

TRANSFORMER NOTE
 TRANSFORMERS TO BE LOCATED WITHIN PROPERTY LINE

LANDSCAPE PLAN NOTE
 ALL NON-LPZ LANDSCAPE AREAS WITH A MINIMUM DIMENSION OF 3' FOR SHRUBS AND 4' FOR TREES PER NBMC SECTION 20.36.

LANDSCAPE AREA
 REQUIRED: 23,814 sf (8% OF SITE - 297,676 S.F.)
 PROVIDED: 67,838 sf (23%)



CONCEPTUAL LANDSCAPE PLAN
1300 DOVE ST ATTACHED RESIDENTIAL
 Newport Beach, California

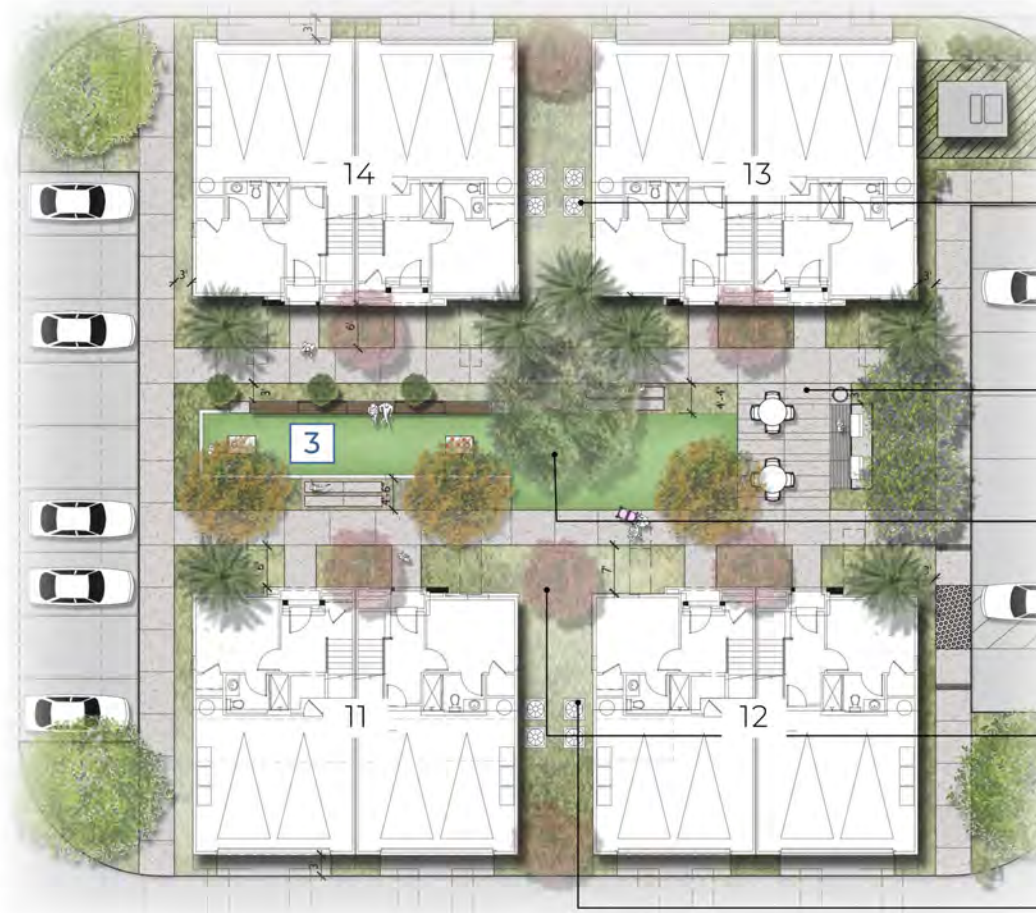
City of Newport Beach

L.1
 02.09.26
Lincoln



AMENITY COURTYARDS #1 AND #2

- OUTDOOR DINING
 - 3 bbqs
 - pizza oven
 - overhead structure
 - trash receptacle
- OUTDOOR LOUNGE
 - decomposed granite
 - stone finish seat wall
 - fire pit
 - outdoor games
 - picnic table seating with umbrellas
 - catenary lighting overhead
- OPEN LAWN
1,185 S.F.
 - shade trees
 - flex play
- CALIFORNIA FRIENDLY LANDSCAPE
 - native trees
 - screening hedges at buildings
- MAIL KIOSK
- AC UNITS
 - to be screened per NBMC Section 20.30.020



AMENITY COURTYARD #3

- AC UNITS
 - to be screened per NBMC Section 20.30.020
- OUTDOOR DINING
 - 2 bbqs
 - trash receptacle
- GAME LAWN
 - cornhole
 - seat wall with bench top seating
 - concrete steppers onto lawn
- CALIFORNIA FRIENDLY LANDSCAPE
 - native trees
 - screening hedges at buildings
- AC UNITS
 - to be screened per NBMC Section 20.30.020

OBJECTIVE DESIGN STANDARDS 20.48.185	
I. LANDSCAPING	
1. A minimum of 8% of the total site shall be landscaped.	24% of site is landscaped.
2. Landscape materials shall comply with the following: A. ground cover instead of grass/turf; B. decorative nonliving landscaping material may be used to satisfy maximum of 25% of required landscaping area C. turf areas shall be placed for recreational use only with a 10 foot min.	20% of landscape material include ground cover instead of grass/turf. 0% of nonliving material used. There is no turf on site.
3. Landscape and irrigation shall follow local and regional requirements.	Items to follow Newport Beach M.C. CH. 14.17
K. WALLS AND FENCES	
1. Perimeter or theme walls shall be solid decorative block walls.	CMU block walls with stucco finish throughout site.
2. Wall materials shall require little or no maintenance.	Stucco on masonry
3. Walls shall be the same or similar to architectural style.	Walls to match architecture
L. UTILITIES	
1. All utility equipment shall be located out of pedestrian path and purposefully and aesthetically placed.	Utility equipment out of path and placed accordingly
2. Mechanical equipment must be screened if it cannot be placed in rear or side yards.	Mechanical equipment screened if neccessary.
3. All electrical equipment shall be placed within a utility room. If unable, equipment shall be purposefully designed as part of building.	Electrical equipment placed in designated space.



AMENITY COURTYARDS #1, #2, AND #3 ENLARGEMENTS

1300 DOVE ST ATTACHED RESIDENTIAL

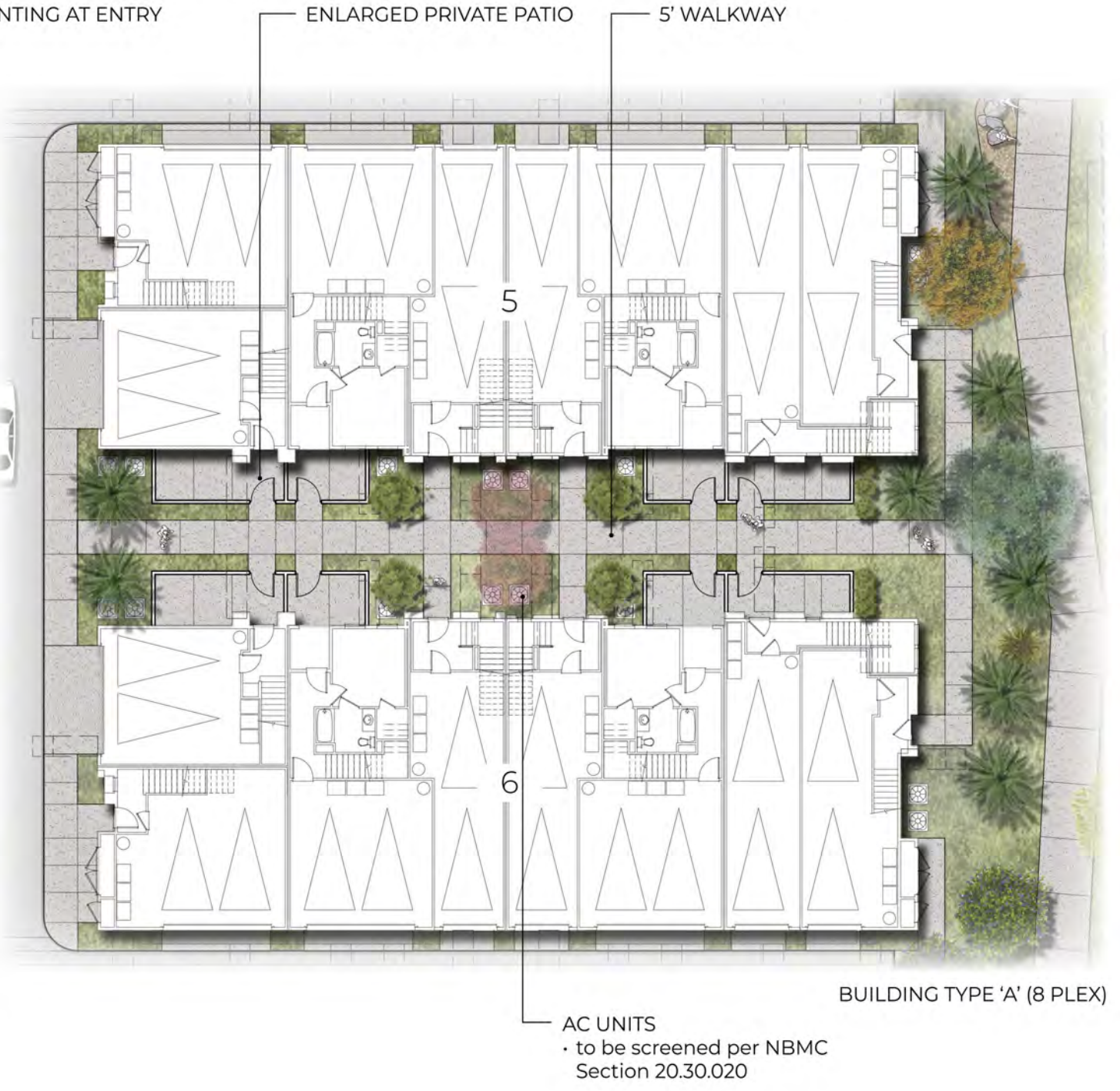
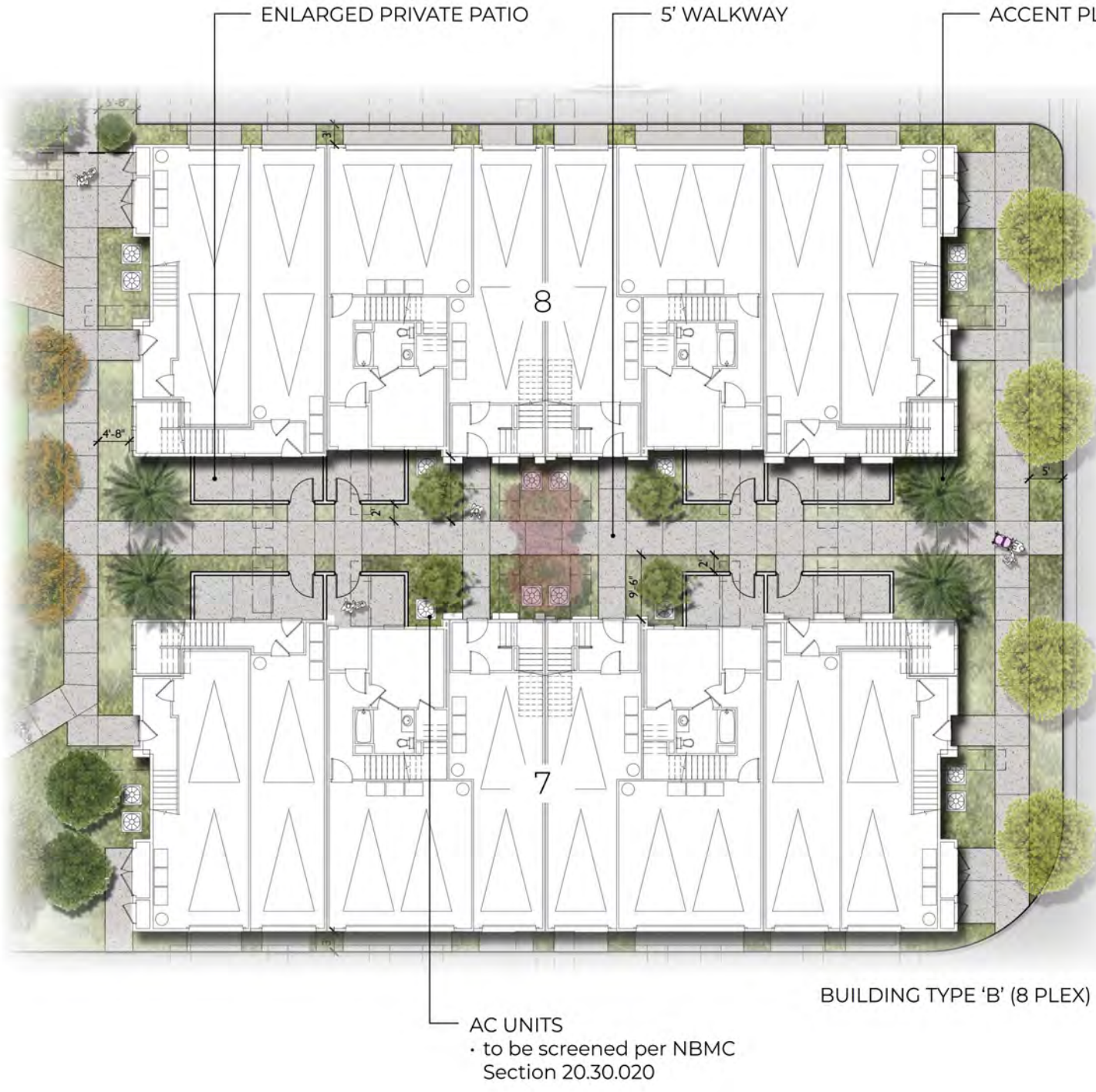
Newport Beach, California



City of Newport Beach

L.2
02.09.26





TOWNHOME PASEO
 1300 DOVE ST ATTACHED RESIDENTIAL
 Newport Beach, California

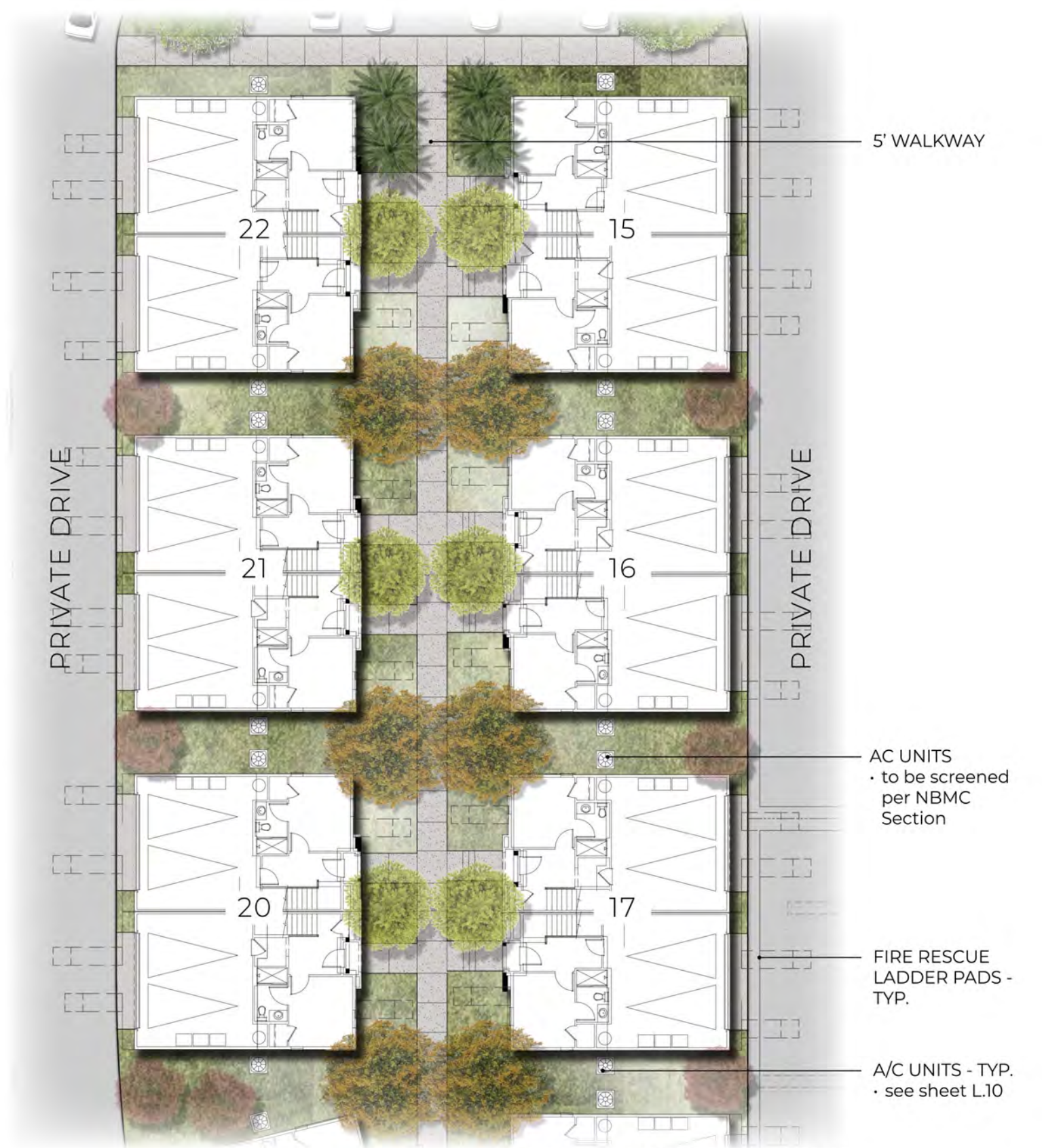
City of Newport Beach

L.3
 02.09.26





BUILDING TYPE 'C' (3-STORY DUPLEX)



BUILDING TYPE 'D' (4-STORY DUPLEX)



DUPLEX PASEO
1300 DOVE ST ATTACHED RESIDENTIAL
Newport Beach, California

City of Newport Beach

L.4
02.09.26
Lincoln





PLANT SCHEDULE SITE						
SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	CANOPY	HEIGHT	QTY
TREES						
(Red circle with 3 dots)	ARBITUS X 'MARINA' MARINA STRAWBERRY TREE MULTI-TRUNK	24"BOX	LOW	12' W	18' H	31
(Yellow circle with 3 dots)	CINNAMOMUM CAMPHORA CAMPHOR TREE	36"BOX	MODERATE	40' W	45' H	16
(Green star)	DRACAENA DRACO DRAGON TREE	36"BOX	LOW	5' W	8' H	37
(Red circle with 3 dots)	ERYTHRINA CAFFRA SOUTH AFRICAN CORAL TREE	36"BOX	LOW	30' W	25' H	4
(Green circle with 3 dots)	FICUS FLORIDA FLORIDA FIG MULTI-TRUNK SPECIMEN TREE	48"BOX	MODERATE	40' W	40' H	2
(Green star)	HOWEA FORSTERIANA KENTIA PALM	24"BOX	LOW	12' W	35' H	44
(Green circle with 3 dots)	LAURUS NOBILIS BAY LAUREL - STANDARD FORM	24"BOX	LOW	12' W	16' H	38
(Red circle with 3 dots)	METRODEROS EXCELSA NEW ZEALAND CHRISTMAS TREE	36"BOX	MODERATE	18' W	24' H	24
(Blue circle with 3 dots)	OLEA EUROPAEA 'SWAN HILL' FRUITLESS OLIVE MULTI-TRUNK	36"BOX	LOW	22' W	22' H	21
(Blue circle with 3 dots)	QUERCUS AGRIFOLIA COAST LIVE OAK MULTI-TRUNK MULTI-TRUNK	48"BOX	LOW	25' W	25' H	2
(Green circle with 3 dots)	QUERCUS ILEX HOLLY OAK	36"BOX	LOW	16' W	25' H	29
(Yellow circle with 3 dots)	ULMUS PARVIFOLIA TRUE GREEN TRUE GREEN LACEBARK ELM	36"BOX	MODERATE	16' W	25' H	10
(Green circle with 3 dots)	UMBELLULARIA CALIFORNICA BAY LAUREL	36"BOX	LOW	25' W	35' H	3
(Green star)	WASHINGTONIA FILIFERA CALIFORNIA FAN PALM	16" BTH	LOW	12' W	45' H	14

CITY OF NEWPORT BEACH LANDSCAPING NOTES:

- LANDSCAPING AND IRRIGATION SHALL FOLLOW LOCAL AND REGIONAL REQUIREMENTS AND GUIDANCE FOR APPROVED PLANT LISTS TO MEET THE NEEDS OF LOCAL CONDITIONS, WHERE AVAILABLE FOR PLANTS AND PLANTING MATERIALS ADDRESSING WATER RETENTION AREAS. RECOMMENDED RESOURCES INCLUDE THE LOW IMPACT DEVELOPMENT MANUAL FOR SOUTHERN CALIFORNIA PREPARED BY THE SOUTHERN CALIFORNIA STORMWATER MONITORING COALITION, STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) OR NEWPORT BEACH MUNICIPAL CODE CHAPTER 14.17 (WATER-EFFICIENT LANDSCAPING).

LANDSCAPING NOTES:

- ALL PLANTS ARE CAL-IPC, NON-INVASIVE AND WUCOLS MEDIUM/LOW WATER CONSUMPTION (REGION 3 - SOUTH COASTAL) VARIETIES FOR THEIR PROPOSED GROWING CONDITIONS. THESE PLANTS ARE WATER CONSERVING AND USED FOR THEIR DEEP ROOT SYSTEMS WHICH STABILIZES SOIL AND MINIMIZES EROSION IMPACTS.
- ALL PLANT MATERIALS SHALL BE INSTALLED IN A HEALTHY VIGOROUS CONDITION TYPICAL TO THE SPECIES AND SHALL BE MAINTAINED IN A NEAT AND HEALTHY CONDITION. MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO, TRIMMING, WEEDING, REMOVAL OF LITTER, FERTILIZING, REGULAR WATERING, AND REPLACEMENT OF DISEASED OR DEAD PLANTS.
- ROOT BARRIERS SHALL BE INSTALLED AS NEEDED IN AREAS WHERE TREES ARE PLANTED IN CLOSE PROXIMITY TO HARDSCAPE AND/OR STRUCTURES.
- LANDSCAPING WITHIN THE LINE OF SIGHT WILL BE LIMITED TO 24" IN HEIGHT MAXIMUM GROWTH.

WATER CONSERVATION NOTES:

SEE SHEETS L.9 IRRIGATION HYDROZONE PLAN FOR PLANT ZONE TYPES, LOCATIONS AND IRRIGATION TECHNIQUES.

NO NATURAL TURF PROPOSED

* SHRUBS TO BE USED IN RIGHT-OF-WAY

SHRUB SCHEDULE				
BOTANICAL / COMMON NAME	SIZE	WUCOLS	WD x HT	
SCREEN HEDGE				
LAURUS NOBILIS 'LITTLE RAGU' LITTLE RAGU DWARF BAY	15 GAL	LOW	5' x 5'	
HEDGE AT BACKFLOW PREVENTOR				
ARBITUS UNEDO 'COMPACTA' DWARF STRAWBERRY TREE	5 GAL	LOW	6' x 5'	
SHRUBS (MIN 36" O.C.)				
GREVILLEA X 'PEACHES AND CREAM' GREVILLEA	5 GAL	LOW	6' x 6'	
LEUCADENDRON DISCOLOR 'POM POM' POM POM LEUCADENDRON	5 GAL	LOW	5' x 7'	
LEUCOSPERMUM CORDIFOLIUM 'FLAME GIANT' GIANT ORANGE NODDING PINCUSHION	5 GAL	LOW	5' x 7'	
LEUCOPHYLLUM F. 'LOS ALAMITOS' TEXAS SAGE	5 GAL	LOW	8' x 8'	
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE DWARF OLIVE	5 GAL	LOW	5' x 5'	
ROSMARINUS OFFICINALIS 'COLLINGWOOD INGRAM' ROSEMARY	5 GAL	LOW	3' x 4'	
ROSMARINUS OFFICINALIS 'PROSTRATUS' CREEPING ROSEMARY	1 GAL	LOW	4' x 2'	
SALVIA X 'ALLEN CHICKERING' CLEVELAND SAGE	5 GAL	LOW	4' x 4'	
WESTRINGIA F. 'WYNABBIE GEM' WYNABBIE GEM COAST ROSEMARY	5 GAL	LOW	3' x 3'	
ACCENTS/SUCCULENTS (36" O.C.)				
AGAVE ATTENUATA FOXTAIL AGAVE	5 GAL	LOW	5' x 4'	
AGAVE ATTENUATA 'RAY OF LIGHT' FOXTAIL AGAVE	5 GAL	LOW	5' x 4'	
AGAVE ATTENUATA 'NOVA' CENTURY PLANT	5 GAL	LOW	5' x 5'	
AGAVE X 'BLUE FLAME' BLUE FLAME AGAVE	5 GAL	LOW	3' x 3'	
ALOE STRIATA CORAL ALOE	5 GAL	LOW	3' x 3'	
CRASSULA 'BLUE WAVES' JADE PLANT	5 GAL	LOW	3' x 2'	
FURCRA FOETIDA 'MEDIOPICTA' MAURITUS HEMP	5 GAL	LOW	6' x 6'	
MEDIUM GRASSES - 36" HEIGHT (36" O.C.)				
CHONDRPETALUM TECTORUM CAPE RUSH	5 GAL	LOW	3' x 3'	
DIANELLA TASHMANICA 'VARIEGATA' FLAX LILY	5 GAL	LOW	3' x 4'	
LEYMUS C. 'CANYON PRINCE' CANYON PRINCE GIANT WILD RYE	5 GAL	LOW	4' x 5'	
LOMANDRA L. PLATINUM BEAUTY PLATINUM BEAUTY	5 GAL	LOW	2' x 3'	
CALAMAGROSTIS 'KARL FOERSTER' FEATHER REED GRASS	5 GAL	LOW	3' x 4'	
LOW GRASSES - 24" HEIGHT (24" O.C.)				
DIANELLA REVOLUTA 'LITTLE REV' LITTLE REV FLAX LILY	5 GAL	LOW	2' x 2'	
LOMANDRA LONGIFOLIA 'BREEZE' MAT RUSH	5 GAL	LOW	2' x 3'	
JUNCUS PATENS CALIFORNIA RUSH	5 GAL	LOW	2' x 2'	
SESLERIA X 'CAMPO AZUL' CAMPO AZUL MOOR GRASS	1 GAL	LOW	3' x 4'	
CAREX PANSA CALIFORNIA MEADOW SEDGE	1 GAL	LOW	2' x 2'	

OBJECTIVE DESIGN STANDARDS 20.48.185

F. LANDSCAPING

1. A minimum of 8% of the total site shall be landscaped.	20% of site is landscaped.
2. Landscape materials shall comply with the following: A. ground cover instead of grass/turf; B. decorative nonliving landscaping material may be used to satisfy maximum of 25% of required landscaping area C. turf areas shall be placed for recreational use only with a 10 foot min.	20% of landscape material include ground cover instead of grass/turf. 0% of nonliving material used. There is no turf on site.
3. Landscape and irrigation shall follow local and regional requirements.	Items to follow Newport Beach M.C. CH. 14.17

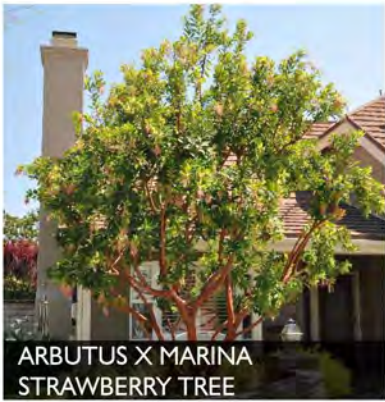


CONCEPTUAL PLANTING PLAN
1300 DOVE ST ATTACHED RESIDENTIAL
Newport Beach, California

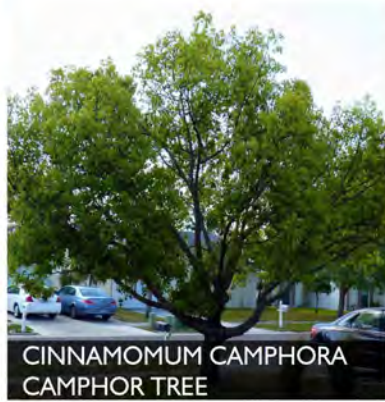
City of Newport Beach

L.6
02.09.26





ARBUTUS X MARINA
STRAWBERRY TREE



CINNAMOMUM CAMPHORA
CAMPHOR TREE



DRACENA DRACO
DRAGON TREE



ERYTHRINA CAFFRA
SOUTH AFRICAN CORAL TREE



FICUS FLORIDA
FLORIDA FIG MULTI-TRUNK



HOWEA FORSTERIANA
KENTIA PALM



LAURUS NOBILIS
BAY LAUREL- STANDARD FORM



OLEA EUROPAEA 'SWAN HILL'
FRUITLESS OLIVE



METROSIDEROS EXCELSA
NEWZEALAND CHRISTMAS TREE



QUERCUS AGRIFOLIA
COAST LIVE OAK MULTI-TRUNK



QUERCUS ILEX
HOLLY OAK



ULMUS PARVIFOLIA 'TRUE GREEN'
TRUE GREEN LACEBARK ELM



UMBELLULARIA CALIFORNICA
BAY LAUREL



WASHINGTONIA FILIFERA
CALIFORNIA FAN PALM

TREES



ARBUTUS UNEDA 'COMPACTA'
DWARF STRAWBERRY TREE



ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY



FICUS NITIDA 'GREEN GEM'
GREEN GEM FICUS



GREVILLEA X 'PEACHES AND CREAM'
PEACHES AND CREAM GREVILLEA



LAURUS SARATOGA
SARATOGA HYBRID LAUREL



LAURUS NOBILIS 'LITTLE RAGU'
LITTLE RAGU SWEET BAY



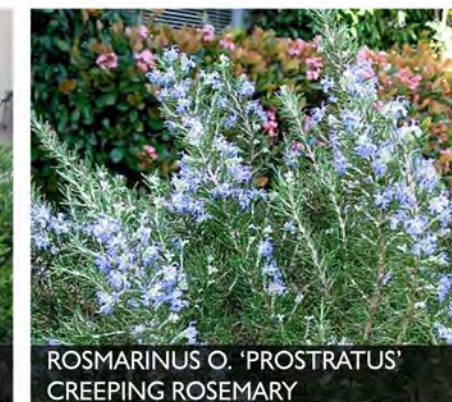
LEUCOSPERMUM 'FLAME GIANT'
GIANT ORANGE PINCUSHION



LEUCOPHYLLUM 'LOS ALAMOS'
TEXAS SAGE



OLEA EUROPAEA 'LITTLE OLLIE'
LITTLE OLLIE DWARF OLIVE



ROSMARINUS O. 'PROSTRATUS'
CREEPING ROSEMARY



SALVIA 'ALLEN CHICKERING'
CLEVELAND SAGE



WESTRINGIA 'WYNYABBIE GEM'
WYNYABBIE GEM COAST ROSEMARY

SHRUBS



PLANT IMAGERY

1300 DOVE ST ATTACHED RESIDENTIAL

Newport Beach, California



City of Newport Beach

L.7
02.09.26





AGAVE ATTENUATA
FOXTAIL AGAVE



AGAVE ATTENUATA 'RAY OF LIGHT'
RAY OF LIGHT FOXTAIL AGAVE



AGAVE ATTENUATA 'NOVA'
NOVA FOXTAIL AGAVE



AGAVE ATTENUATA 'BLUE FLAME'
BLUE FLAME AGAVE



ALOE STRIATA
CORAL ALOE



CRASSULA 'BLUE WAVES'
JADE PLANT



CHONDROPETALUM TECTORUM
CAPE RUSH



FURCRAEA FOETIDA 'MEDIOPICTA'
MAURITIS HEMP



CAREX PANSA
CALIFORNIA MEADOW SAGE



CALAMAGROSTIS 'KARL FOERSTER'
FEATHER REED GRASS



CHONDROPETALUM TECTORUM
CAPE RUSH



DIANELLA REVOLUTA 'LITTLE REV'
LITTLE REV FLAX LILY



DIANELLA TASMANICA 'VARIEGATA'
FLAX LILY



JUNCUS PATENS
CALIFORNIA RUSH



LEYMUS 'CANYON PRINCE'
CANYON PRINCE GIANT WILD RYE



LOMANDRA LONGIFOLIA 'BREEZE'
MAT RUSH



LOMANDRA 'PLATINUM BEAUTY'
PLATINUM BEAUTY



SESLERIA X 'CAMPO AZUL'
CAMPO AZUL MOOR GRASS

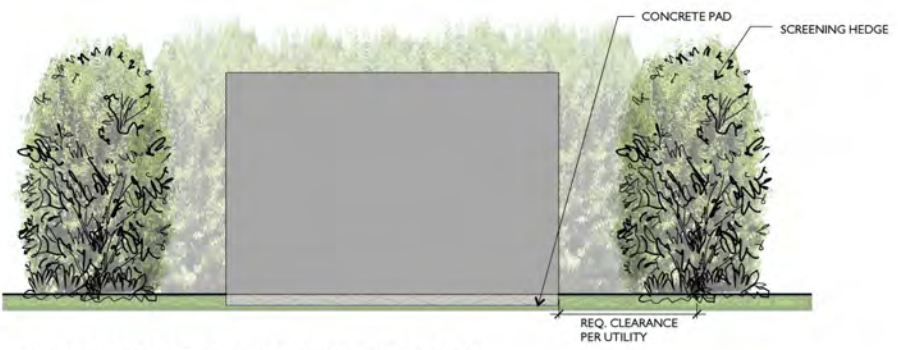
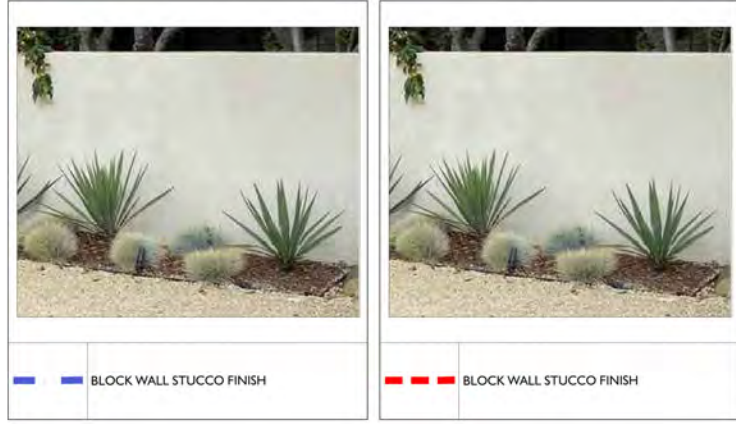
ACCENTS

GRASSES

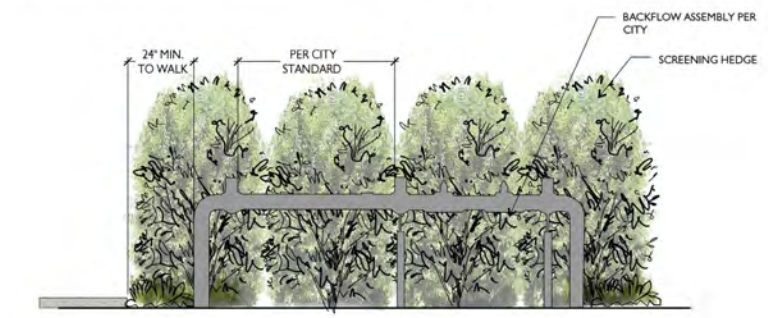


WALL AND FENCING KEY:

SYMBOL	DESCRIPTION:
	6' HT. CMU BLOCK WALL WITH STUCCO FINISH. SEE CIVIL FOR RETAINING CONDITIONS FINISH: STUCCO COLOR: TO MATCH BUILDING
	4' HT. CMU BLOCK WALL FINISH: STUCCO COLOR: TO MATCH BUILDING



TYP. SECTION AT TRANSFORMER SCREENING



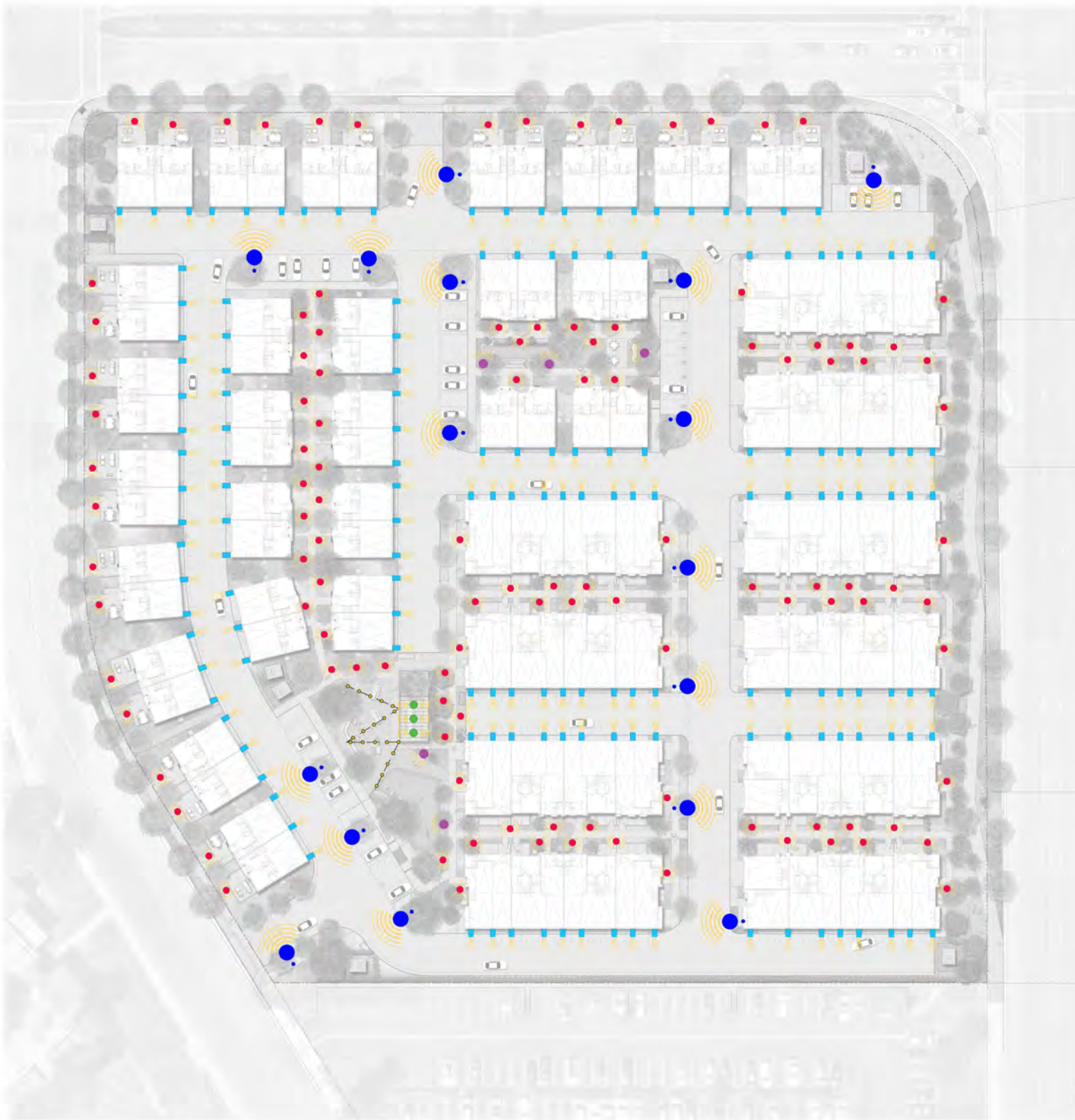
TYP. SECTION AT UTILITY SCREENING



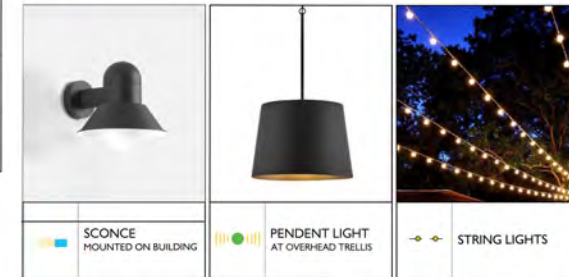
WALL AND FENCE PLAN
1300 DOVE ST ATTACHED RESIDENTIAL
 Newport Beach, California

City of Newport Beach

L.10
 02.09.26
Lincoln



EXTERIOR LIGHTING LEGEND		
SYMBOL	TYPE/TECHNIQUE:	LOCATION:
	STREET LIGHT	VEHICULAR DRIVES - WITH CUTOFF SHIELDS
	THEME POLE LIGHT	AMENITY SPACES
	BOLLARD	AT PEDESTRIAN PATH OF TRAVEL
	SCONCE	MOUNTED ON BUILDING
	PENDENT LIGHT	MOUNTED ON OVERHEAD TRELLIS
	STRING LIGHTING	AMENITY SPACES



EXTERIOR LIGHTING NOTES:

THE OUTDOOR LIGHTING CONCEPT IS TO PROVIDE LEVELS OF LIGHTING SUFFICIENT TO MEET SAFETY AND ORIENTATION NEEDS.

WITHIN PUBLIC AREAS LIGHTING WILL BE WARM COLORED AND UNOBTRUSIVE. LIGHT SOURCES WILL BE TUNGSTEN OR METAL HALIDE.

LIGHTING SOURCES FOR THE LANDSCAPE AND PAVED AREAS WILL BE CONCEALED AND THE LIGHTING INDIRECT NOT VISIBLE FROM A PUBLIC VIEWPOINT. LIGHT SOURCES SHOULD BE DIRECTED SO THAT IT DOES NOT FALL OUTSIDE THE AREA TO BE LIGHTED. CUTOFF SHIELDS WILL BE USED IF NECESSARY.

ALL EXTERIOR SURFACE AND ABOVE-GROUND MOUNTED FIXTURES WILL BE SYMPATHETIC AND COMPLIMENTARY TO THE ARCHITECTURAL THEME.

*** FOR REFERENCE ONLY ***

June 4, 2026, Planning Commission Item 3 Comments

These comments on a Newport Beach Planning Commission [agenda](#) item are submitted by:

Jim Mosher (jimmosher@yahoo.com), 2210 Private Road, Newport Beach 92660 (949-548-6229).

Item No. 3. 1300 DOVE TOWNHOMES (PA2025-0170)

1. Someone might want to check that notice of this hearing was properly posted. Usually a copy would appear on the City's [public notices and agendas](#) site, but I see none.
2. The staff report (top of handwritten page 17) says "*approval of the Project would be consistent with the State's **no net loss** provisions.*" This claim does not appear to be repeated in the proposed resolution, and I am unable to find any further analysis of it in the documents provided. Since this site was not identified in the Housing Element, let alone have an anticipated yield assigned to it, it is quite unclear to me how the State's no net loss provisions would be applied to it.
3. The second paragraph from the end of handwritten page 23 of the staff report says "*The applicant has prepared an Affordable Housing Implementation Plan (AHIP), dated May 6, 2026 (Exhibit "E" of Attachment No. PC 1).*" Reference to this exhibit is also made in Section 4.4 (handwritten page 55) of the proposed resolution. However, as best I can tell, Exhibit "E" of Attachment No. PC 1 (on handwritten page 75) is blank.



CITY OF NEWPORT BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

100 Civic Center Drive
Newport Beach, California 92660

949 644-3200

newportbeachca.gov/communitydevelopment

Memorandum

To: Planning Commission
From: Oscar Orozco, Associate Planner
Date: June 4, 2026
Re: Item No. 3 - 1300 Dove Townhomes (PA2025-0170) Supplemental Attachment

Attached to this memo is the Development Agreement included as Exhibit D of Attachment PC 1 – Draft Resolution.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Attn: City Clerk

(Space Above This Line Is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Newport Beach and is exempt from the payment of a recording fee pursuant to Government Code §§ 6103 and 27383.

DEVELOPMENT AGREEMENT

between

CITY OF NEWPORT BEACH

and

AG REDSTONE OWNER, LP

CONCERNING

1200 AND 1300 DOVE STREET AND 4041 MACARTHUR BOULEVARD

DEVELOPMENT AGREEMENT

(Pursuant to California Government Code Sections 65864-65869.5)

This DEVELOPMENT AGREEMENT (the “Agreement”) is dated for reference purposes as of the ___ day of, 2026 (the “Agreement Date”), and is being entered into by and between the City of Newport Beach, a California municipal corporation and charter city, organized and existing under and by virtue of its Charter and the Constitution, and the laws of the State of California, (“City”), and AG Redstone Owner, LP, a Delaware limited partnership (“Property Owner”). City and Property Owner are sometimes collectively referred to in this Agreement as the “Parties” and individually as a “Party.”

RECITALS

A. Property Owner owns that certain real property located in the City of Newport Beach, County of Orange, State of California commonly referred to as 1200 Dove Street, 1300 Dove Street and 4041 MacArthur Boulevard and more particularly described in the legal description attached as Exhibit “A” and depicted on the site map attached hereto as Exhibit “B” (“Property”) and has submitted an application to the City for the Development Plan, defined in Section 1 (Definitions) below to develop the Property. The Property consists of approximately 6.5 acres and is a part of the Newport Place Planned Community shown on the City’s Zoning Map.

B. To encourage investment in, and commitment to, comprehensive planning and public facilities financing, strengthen the public planning process and encourage private implementation of the local general plan, provide certainty in the approval of projects in order to avoid waste of time and resources, and reduce the economic costs of development by providing assurance to property owners that they may proceed with projects consistent with existing land use policies, rules, and regulations, the California Legislature adopted California Government Code Sections 65864-65869.5 (the “Development Agreement Statute”) authorizing cities and counties to enter into development agreements with persons or entities having a legal or equitable interest in real property located within their jurisdiction.

C. On March 13, 2007, the City Council adopted Ordinance No. 2007-6, entitled “Ordinance Amending Chapter 15.45 of City of Newport Beach Municipal Code Regarding Development Agreements” (the “Development Agreement Ordinance”). This Agreement is consistent with the Development Agreement Ordinance.

D. The City Council adopted the General Plan 6th Cycle Housing Element (“Housing Element”) in September 2022 covering the planning period from 2021-2029. As required by state law, the Housing Element was certified by the State Department of Housing and Community Development (“HCD”) in October 2022.

E. On July 23, 2024, the City Council adopted Resolution No. 2024-50 certifying the Housing Element Implementation Program Amendments Final Program Environmental Impact Report (State Clearinghouse No. 2023060699), approving a Mitigation Monitoring and Reporting Program, and adopting Findings and a Statement of Overriding Considerations and related approvals to implement the Housing Element including amendments to the City of Newport Beach General Plan (“General Plan”), Coastal Land Use Plan, and Title 20 (Planning and Zoning) and Title 21 (Local Coastal Program Implementation Plan) of the Newport Beach Municipal Code and

amending the General Plan Land Use Element, Coastal Land Use Plan and Title 20 (Planning and Zoning) of the Newport Beach Municipal Code.

F. The Parties wish to enter into Agreement to demolish existing office buildings, parking structure and surface parking lot to construct 132 dwelling units (including affordable units), parking garage, and residential amenities.

E. As detailed in Section 3 of this Agreement, Property Owner has agreed to provide the following significant public benefits as consideration for this Agreement: a public benefit fee in the amount of Three Million Dollars and 00/100 (\$3,000,000.00) and a park in-lieu fee of One Million Eleven Thousand Two Hundred Fifty-Two Dollars and 00/100 (\$1,011,252.00).

F. This Agreement is consistent with the City of Newport Beach General Plan (“General Plan”), including without limitation the General Plan’s designation of the Property as Mixed Use Horizontal 2 (“MU-H2”) which provides for a horizontal intermixing of uses that may include regional commercial office, multifamily residential, vertical mixed-use buildings, industrial, hotel rooms, and ancillary neighborhood commercial uses and the Newport Place Planned Community that was adopted in 1970 by Ordinance No. 1369, and amended from time to time, in order to establish appropriate zoning to regulate land use and development of property within the general boundaries of the Newport Place Planned Community.

G. In recognition of the significant public benefits that this Agreement provides, the City Council finds that this Agreement: (i) is consistent with the City of Newport Beach General Plan as of the date of this Agreement; (ii) is in the best interests of the health, safety, and general welfare of City, its residents, and the public; (iii) is entered into pursuant to, and constitutes a present exercise of, City’s police power; (iv) Project’s Addendum No. 1 to the Environmental Impact Report (SCH# 2023060699) (“PEIR”) that was certified by the City Council on July 23, 2024 for the City of Newport Beach General Plan Housing Element Program, all of which analyze the environmental effects of the proposed development of the Project on the Property, and all of the findings, conditions of approval and mitigation measures related thereto; and (v) is consistent and has been approved consistent with provisions of California Government Code Section 65867 and City of Newport Beach Municipal Code chapter 15.45.

H. On June 4, 2026, City’s Planning Commission held a public hearing on this Agreement, and made findings and determinations with respect to this Agreement, and recommended to the City Council that the City Council approve this Agreement.

I. On INSERT DATE, 2026 the City Council held a public hearing on this Agreement and considered the Planning Commission’s recommendations and the testimony and information submitted by City staff, Property Owner, and members of the public. On INSERT DATE, 2026, consistent with applicable provisions of the Development Agreement Statute and Development Agreement Ordinance, the City Council adopted its Ordinance No. 2026-__ (the “Adopting Ordinance”), finding this Agreement to be consistent with the City of Newport Beach General Plan and approving this Agreement.

AGREEMENT

NOW, THEREFORE, City and Property Owner agree as follows:

1. Definitions.

In addition to any terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings set forth below:

“Action” shall have the meaning ascribed in Section 8.10 of this Agreement.

“Adopting Ordinance” shall mean City Council Ordinance No. 2026-__ approving and adopting this Agreement.

“Agreement” shall mean this Development Agreement, as the same may be amended from time to time.

“Agreement Date” shall mean INSERT DATE, 2026, which date is the date the City Council adopted the Adopting Ordinance.

“CEQA” shall mean the California Environmental Quality Act (California Public Resources Code Sections 21000-21177) and the implementing regulations promulgated thereunder by the Secretary for Resources (California Code of Regulations, Title 14, Section 15000 *et seq.*) (“CEQA Guidelines”), as the same may be amended from time to time.

“City” shall mean the City of Newport Beach, a California charter city.

“City Council” shall mean the governing body of City.

“City’s Affiliated Parties” shall have the meaning ascribed in Section 10.1 of this Agreement.

“Claim” shall have the meaning ascribed in Section 10.1 of this Agreement.

“CPI Index” shall mean the Consumer Price Index published from time to time by the United States Department of Labor, Bureau of Labor Statistics for all urban consumers (all items) for the Los Angeles-Long Beach-Anaheim, California Area, All Urban Consumers, All Items, Base Period (1982-84=100), or, if such index is discontinued, such other similar index as may be publicly available that is selected by City in its reasonable discretion.

“Cure Period” shall have the meaning ascribed in Section 8.1 of this Agreement.

“Default” shall have the meaning ascribed to that term in Section 8.1 of this Agreement.

“Develop” or “Development” shall mean to improve or the improvement of the Property for the purpose of completing the structures, improvements, and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of all of the private improvements and facilities comprising the Project; the preservation or restoration, as required of natural and man-made or altered open space areas; and the installation of landscaping. The terms “Develop” and “Development,” as used herein, do not include the maintenance, repair,

reconstruction, replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

“Development Agreement Ordinance” shall mean Chapter 15.45 of the City of Newport Beach Municipal Code.

“Development Agreement Statute” shall mean California Government Code Sections 65864-65869.5, inclusive.

“Development Exactions” shall mean any requirement of City in connection with or pursuant to any ordinance, resolution, rule, or official policy for the dedication of land, the construction or installation of any public improvement or facility, or the payment of any fee or charge in order to lessen, offset, mitigate, or compensate for the impacts of Development of the Project on the environment or other public interests.

“Development Plan” shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement. Such land use entitlements, approvals and permits include, without limitation, the following: (1) the Development rights as provided under this Agreement; (2) the amendment to the Newport Place Planned Community (PC-11) adopted pursuant to Ordinance No. 1369 as amended; (3) Zoning Code Amendment adopted pursuant to Resolution No. 2026-__ ; (4) Vesting Tentative Tract Map adopted pursuant to Resolution No. 2026-__ ; and (5) Affordable Housing Implementation Plan adopted pursuant to Resolution No. 2026-__.

“Development Regulations” shall mean the following regulations as they are in effect as of the Agreement Date and to the extent they govern or regulate the development of the Property, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Agreement Date that impairs or restricts the Property Owner’s rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by the Property Owner in writing: the General Plan, the Development Plan, and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to development of the Project on the Property during the Term of this Agreement that are set forth in Title 15 of the Municipal Code (buildings and construction), Title 19 of the Municipal Code (subdivisions) and Title 20 of the Municipal Code (planning and zoning), but specifically excluding all other sections of the Municipal Code, including without limitation Title 5 of the Municipal Code (business licenses and regulations). Notwithstanding the foregoing, the term “Development Regulations,” as used herein, does not include any City ordinance, resolution, code, rule, regulation or official policy governing any of the following: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or entry upon public property; or (v) the exercise of the power of eminent domain.

“Effective Date” shall mean the latest of the following dates, as applicable: (i) the date that is thirty (30) days after the Agreement Date; (ii) if a referendum concerning the Adopting Ordinance, the Development Plan, or any of the Development Regulations approved on or before the Agreement Date is timely qualified for the ballot and a referendum election is held concerning the Adopting Ordinance or any of such Development Regulations, the date on which the referendum is certified resulting in upholding and approving the Adopting Ordinance and the Development Regulations; or (iii) if a lawsuit is timely filed challenging the validity of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations approved on or before the Agreement Date, the date on which said challenge is finally resolved in favor of the validity or legality of the Adopting Ordinance, this Agreement, the Development Plan and/or the applicable Development Regulations, which such finality is achieved by a final non-appealable judgment, voluntary or involuntary dismissal (and the passage of any time required to appeal an involuntary dismissal), or binding written settlement agreement. Promptly after the Effective Date occurs, the Parties agree to cooperate in causing an appropriate instrument to be executed and recorded against the Property memorializing the Effective Date.

“Environmental Laws” means all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (“CERCLA”); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended (“RCRA”); the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 11001 et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., as amended; the Clean Air Act, 42 U.S.C. Sections 7401 et seq., as amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 et seq., as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f et seq., as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401 et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 et seq., as amended; and California Health and Safety Code Section 25100, et seq.

“General Plan” shall mean City’s 2006 General Plan adopted by the City Council on July 25, 2006, by Resolution No. 2006-76, as amended through the Agreement Date but excluding any amendment after the Agreement Date that impairs or restricts the Property Owner’s rights set forth in this Agreement, unless such amendment is expressly authorized by this Agreement, or is specifically agreed to by Property Owner. The Land Use Plan of the Land Use Element of the General Plan was approved by City voters in a general election on November 7, 2006.

“Hazardous Substances” means any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent or additive to or breakdown component from any such substance or waste, including without limitation any substance, waste, or material regulated under or defined as “hazardous” or “toxic” under any Environmental Law.

“Mortgage” shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a part or interest in the Property, is pledged as security and contracted for in good faith and for fair value.

“Mortgagee” shall mean the holder of a beneficial interest under a Mortgage or any successor or assignee of the Mortgagee.

“Notice of Default” shall have the meaning ascribed in Section 8.1 of this Agreement.

“Party” or “Parties” shall mean either City or Property Owner or both, as determined by the context.

“Project” shall mean the demolition of existing office buildings, parking structure and surface parking lot to construct 132 for-sale residential dwelling units and a two-car garage for each unit and 41 uncovered guest parking spaces for a total of 305 on-site parking spaces. The 132 units will be distributed within 36 buildings, with units arranged in duplex- and eight-plex buildings. The buildings have a maximum structure height ranging from approximately 37 to 47 feet above established grade. The term Project shall also include all on-site and off-site improvements that Property Owner is authorized and/or may be required to construct on the Property, as provided in this Agreement and the Development Regulations, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

“Property” is described in Exhibit “A” and generally depicted on Exhibit “B”.

“Property Owner” shall mean AG Redstone Owner, L.P., a Delaware limited partnership and any successor or assignee to all or any portion of the right, title, and interest in and to ownership of all or a portion of the Property.

“Public Benefit Fee” shall have the meaning ascribed in Section 3.1 of this Agreement.

“Subsequent Development Approvals” shall mean all discretionary development and building approvals that Property Owner is permitted to obtain to Develop the Project on and with respect to the Property after the Agreement Date consistent with the Development Regulations.

“Term” shall have the meaning ascribed in Section 2.4 of this Agreement.

“Termination Date” and “Lot Termination Date” shall have the meaning ascribed in Section 2.4 of this Agreement.

“Transfer” shall have the meaning ascribed in Section 11 of this Agreement.

2. General Provisions.

2.1 Plan Consistency, Zoning Implementation.

This Agreement and the Development Regulations applicable to the Property are consistent with the General Plan and the Newport Place Planned Community Development Plan (PC-11) as amended by the approvals in the Development Plan adopted concurrently herewith (including but

not limited to the amendment to the General Plan and Newport Place Planned Community Development Plan (PC-11).

2.2 Binding Effect of Agreement.

The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of this Agreement.

2.3 Property Owner's Representations and Warranties Regarding Ownership of the Property and Related Matters Pertaining to this Agreement.

Property Owner and each person executing this Agreement on behalf of Property Owner hereby represents and warrants to City as follows: (i) that Property Owner is the legal owner of the Property; (ii) if Property Owner or any co-owner comprising Property Owner is a legal entity and that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) if Property Owner or any co-owner comprising Property Owner is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities comprising Property Owner to enter into this Agreement have been taken and that Property Owner has the legal authority to enter into this Agreement; (v) Property Owner's entering into and performing its obligations set forth in this Agreement will not result in a violation of any obligation, contractual or otherwise, that Property Owner or any person or entity comprising Property Owner has to any third party; (vi) that neither Property Owner nor any co-owner comprising Property Owner is the subject of any voluntary or involuntary petition in bankruptcy; and (vii) Property Owner has the authority and ability to enter into or perform any of its obligations set forth in this Agreement.

2.4 Term.

The term of this Agreement (the "Term" shall commence on the Effective Date and continue until INSERT DATE, 2036, unless otherwise terminated or modified pursuant to its terms.

Notwithstanding any other provision set forth in this Agreement to the contrary, if any Party reasonably determines that the Effective Date will not occur because (i) the Adopting Ordinance or any of the Development Regulations approved on or before the Agreement Date for the Project has/have been disapproved by City's voters at a referendum election or (ii) a final non-appealable judgment is entered in a judicial action challenging the validity or legality of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations for the Project approved on or before the Agreement Date such that this Agreement and/or any of such Development Regulations is/are invalid and unenforceable in whole or in such a substantial part that the judgment substantially impairs such Party's rights or substantially increases its obligations or risks hereunder or thereunder, then such Party, in its sole and absolute discretion, shall have the right to terminate this Agreement upon delivery of a written notice of termination to the other Party, in which event neither Party shall have any further rights or obligations hereunder except that Property Owner's indemnity obligations set forth in Article 10 shall remain in full force and effect and shall be enforceable, and the Development Regulations applicable to the Project and the Property only (but not those general Development Regulations applicable to other properties in the City) shall be repealed by the City after delivery of said notice of termination except for the

Development Regulations that have been disapproved by City's voters at a referendum election and, therefore, never took effect.

The Termination Date shall be the earliest of the following dates: (i) the tenth (10th) anniversary of the Effective Date; (ii) such earlier date that this Agreement may be terminated in accordance with Article 5, and/or Section 8.3 of this Agreement and/or Sections 65865.1 and/or 65868 of the Development Agreement Statute; or (iii) completion of the Project in accordance with the terms of this Agreement, including Property Owner's complete satisfaction, performance, and payment, as applicable, of all Development Exactions, the issuance of all required final occupancy permits, and acceptance by City or applicable public agency(ies) or private entity(ies) of all required offers of dedication.

Notwithstanding any other provision set forth in this Agreement to the contrary, the provisions set forth in Article 10 and Section 14.11 (as well as any other Property Owner obligations set forth in this Agreement that are expressly written to survive the Termination Date) shall survive the Termination Date of this Agreement.

3. Public Benefits.

3.1 Public Benefit Fee.

As consideration for City's approval and performance of its obligations set forth in this Agreement, Property Owner shall pay to City a fee that shall be in addition to any other fee or charge to which the Property and the Project would otherwise be subject to (herein, the "Public Benefit Fee") in the total sum of Three Million Dollars and 00/100 (\$3,000,000.00), which shall be due and payable prior to the issuance of the first building permit for any portion of the Project.

The City has not designated a specific project or purpose for the Public Benefit Fee. Property Owner acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Public Benefit Fee and that its obligation to pay the Public Benefit Fee is an essential term of this Agreement and is not severable from City's obligations and Owner's vested rights to be acquired hereunder, and that Property Owner expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of the Public Benefits identified in this Section 3.1 on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 *et seq.*), or otherwise. In addition to any other remedy set forth in this Agreement for Property Owner's default, if Property Owner shall fail to timely pay any portion of the Public Benefits identified in this Section 3.1 when due, City shall have the right to withhold issuance of any further building permits, occupancy permits, or other development or building permits for the Project.

3.2 Consumer Price Index (CPI) Increases. Any fee provided in this Article 3 (Public Benefits) shall be increased based upon percentage increases in the CPI Index as provided herein. The first CPI adjustment shall occur on May 18, 2027 (the first "Adjustment Date") and subsequent CPI adjustments shall occur on each anniversary of the first Adjustment Date thereafter until expiration of the Term of this Agreement (each, an "Adjustment Date"). The amount of the CPI adjustment on the applicable Adjustment Date shall in each instance be

calculated based on the then most recently available CPI Index figures such that, for example, if the Effective Date of this Agreement falls on July 1 and the most recently available CPI Index figure on the first Adjustment Date (January 1 of the following year) is the CPI Index for November of the preceding year, the percentage increase in the CPI Index for that partial year (a 6-month period) shall be calculated by comparing the CPI Index for November of the preceding year with the CPI Index for May of the preceding year (a 6-month period). In no event, however, shall application of the CPI Index reduce the amount of the Public Benefit Fee (or unpaid portion thereof) below the amount in effect prior to any applicable Adjustment Date.

3.3 Park In-Lieu Fee. The Property Owner shall pay a park land dedication in-lieu fee pursuant to the City General Plan Land Use Policy 6.15.13 and Chapter 19.52 of the NBMC in the amount of One Million Eleven Thousand Two Hundred Fifty-Two Dollars and 00/100 (\$1,011,252.00), for the purpose of acquisition and improvement of other properties as parklands to serve the Airport Area. The fee shall be due and payable prior to the issuance of the first building permit for any portion of the Project.

4. Development of Project.

4.1 Applicable Regulations; Property Owner's Vested Rights and City's Reservation of Discretion With Respect to Subsequent Development Approvals.

Other than as expressly set forth in this Agreement, during the Term of this Agreement, (i) Property Owner shall have the vested right to Develop the Project on and with respect to the Property in accordance with the terms of the Development Regulations and this Agreement and (ii) City shall not prohibit or prevent development of the Property on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals applied for by Property Owner, or that are required, for Development of the Project as of the Agreement Date provided that all such actions are consistent with the Development Regulations, or (iv) any environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. In addition, it is understood and agreed that nothing in this Agreement is intended to vest Property Owner's rights with respect to any laws, regulations, rules, or official policies of any other governmental agency or public utility company with jurisdiction over the Property or the Project; or any applicable federal or state laws, regulations, rules, or official policies that may be inconsistent with this Agreement and that override or supersede the provisions set forth in this Agreement, and regardless of whether such overriding or superseding laws, regulations, rules, or official policies are adopted or applied to the Property or the Project prior or subsequent to the Agreement Date.

Property Owner has expended and will continue to expend substantial amounts of time and money in the planning and entitlement process to permit Development of the Project in the future. Property Owner represents and City acknowledges that Property Owner would not make these expenditures without this Agreement, and that Property Owner is and will be making these

expenditures in reasonable reliance upon obtaining vested rights to Develop the Project as set forth in this Agreement.

Property Owner may apply to City for permits or approvals necessary to modify or amend the Development specified in the Development Regulations, provided that unless this Agreement also is amended, the request does not propose an increase in the maximum density, intensity, height, or size of proposed structures, or a change in use that generates more peak hour traffic or more daily traffic. In addition, Property Owner may apply to City for approval of minor amendments to existing tentative tract maps, tentative parcel maps, or associated conditions of approval, consistent with City of Newport Beach Municipal Code Section 19.12.090. This Agreement does not constitute a promise or commitment by City to approve any such permit or approval, or to approve the same with or without any particular requirements or conditions, and City's discretion with respect to such matters shall be the same as it would be in the absence of this Agreement.

4.2 No Conflicting Enactments.

Except to the extent City reserves its discretion as expressly set forth in this Agreement, during the Term of this Agreement City shall not apply to the Project or the Property any ordinance, policy, rule, regulation, or other measure relating to Development of the Project that is enacted or becomes effective after the Agreement Date to the extent it conflicts with this Agreement. This Section 4.2 shall not restrict City's ability to enact an ordinance, policy, rule, regulation, or other measure applicable to the Project pursuant to California Government Code Section 65866 consistent with the procedures specified in Section 4.3 of this Agreement. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance even though the city and construction company had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property consistent with the zoning. The California Supreme Court reached this result because the consent judgment failed to address the timing of development. The Parties intend to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Property Owner shall have the vested right to Develop the Project on and with respect to the Property at the rate, timing, and sequencing that Property Owner deems appropriate within the exercise of Property Owner's sole subjective business judgment, provided that such Development occurs in accordance with this Agreement and the Development Regulations, notwithstanding adoption by City's electorate of an initiative to the contrary after the Agreement Date. No City moratorium or other similar limitation relating to the rate, timing, or sequencing of the Development of all or any part of the Project and whether enacted by initiative or another method, affecting subdivision maps, building permits, occupancy certificates, or other entitlement to use, shall apply to the Project to the extent such moratorium or other similar limitation restricts Property Owner's vested rights in this Agreement or otherwise conflicts with the express provisions of this Agreement.

4.3 Reservations of Authority.

Notwithstanding any other provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 4.3 shall apply to and govern the Development of the Project on and with respect to the Property.

4.3.1 Procedural Regulations. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Property, provided that such procedural regulations are adopted and applied City-wide or to all other properties similarly situated in City.

4.3.2 Processing and Permit Fees. City shall have the right to charge and Property Owner shall be required to pay all applicable processing and permit fees to cover the reasonable cost to City of processing and reviewing applications and plans for any required Subsequent Development Approvals, building permits, excavation and grading permits, encroachment permits, and the like, for performing necessary studies and reports in connection therewith, inspecting the work constructed or installed by or on behalf of Property Owner, and monitoring compliance with any requirements applicable to Development of the Project, all at the rates in effect at the time fees are due.

4.3.3 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies governing Development which do not conflict with the Development Regulations, or with respect to such regulations that do conflict, where Property Owner has consented in writing to the regulations, shall apply to the Property.

4.3.4 Development Exactions Applicable to Property. During the Term of this Agreement, Property Owner shall be required to satisfy and pay all Development Exactions at the time performance or payment is due to the same extent and in the same amount(s) that would apply to Property Owner and the Project in the absence of this Agreement; provided, however, that to the extent the scope and extent of a particular Development Exaction (excluding any development impact fee) for the Project has been established and fixed by City in the conditions of approval for any of the Development Regulations approved on or before the Agreement Date, City shall not alter, increase, or modify said Development Exaction in a manner that is inconsistent with such Development Regulations without Property Owner's prior written consent or as may be otherwise required pursuant to overriding federal or state laws or regulations (Section 4.3.5 hereinbelow). In addition, nothing in this Agreement is intended or shall be deemed to vest Property Owner against the obligation to pay any of the following (which are not included within the definition of "Development Exactions") in the full amount that would apply in the absence of this Agreement: (i) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; or (iii) community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, transient occupancy taxes, sales taxes, property taxes, sewer lateral connection fees, water service connection fees, new water meter fees, and the Property Development Tax payable under Chapter 3.12 of City's Municipal Code.

4.3.5 Overriding Federal and State Laws and Regulations. Federal and state laws and regulations that override Property Owner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies that are necessary to enable City to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Property Owner does not waive its right to challenge

or contest the validity of any such purportedly overriding federal, state, or City law or regulation; and (ii) upon the discovery of any such overriding federal, state, or City law or regulation that prevents or precludes compliance with any provision of this Agreement, City or Property Owner shall provide to the other Party a written notice identifying the federal, state, or City law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter City and Property Owner shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or City law or regulation. In such negotiations, City and Property Owner agree to preserve the terms of this Agreement and the rights of Property Owner as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Property Owner at no cost to City in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Property Owner. City also agrees to process in a prompt manner Property Owner's proposed changes, the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or City law or regulation; provided, however, that the approval of such changes by City shall be subject to the discretion of City, consistent with this Agreement.

4.3.6 Public Health and Safety. Any City ordinance, resolution, rule, regulation, program, or official policy that is necessary to protect persons on the Property or in the immediate vicinity from conditions dangerous to their health or safety, as reasonably determined by City, shall apply to the Property, even though the application of the ordinance, resolution, rule regulation, program, or official policy would result in the impairment of Property Owner's vested rights under this Agreement.

4.3.7 Uniform Building Standards. Existing and future building and building-related standards set forth in the uniform codes adopted and amended by City from time to time, including building, plumbing, mechanical, electrical, housing, swimming pool, and fire codes, and any modifications and amendments thereof shall all apply to the Project and the Property to the same extent that the same would apply in the absence of this Agreement.

4.3.8 Public Works Improvements. To the extent Property Owner constructs or installs any public improvements, works, or facilities, the City standards in effect for such public improvements, works, or facilities at the time of City's issuance of a permit, license, or other authorization for construction or installation of same shall apply.

4.3.9 No Guarantee or Reservation of Utility Capacity. Notwithstanding any other provision set forth in this Agreement to the contrary, nothing in this Agreement is intended or shall be interpreted to require City to guarantee or reserve to or for the benefit of Property Owner or the Property any utility capacity, service, or facilities that may be needed to serve the Project, whether domestic or reclaimed water service, sanitary sewer transmission or wastewater treatment capacity, downstream drainage capacity, or otherwise, and City shall have the right to limit or restrict Development of the Project if and to the extent that City reasonably determines that inadequate utility capacity exists to adequately serve the Project at the time Development is scheduled to commence.

5. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with

California Government Code Section 65868 and Newport Beach Municipal Code Section 15.45.070 or by unilateral termination by City in the event of an uncured default of Property Owner.

6. Enforcement. Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code Section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Property.

7. Annual Review of Property Owner's Compliance With Agreement.

7.1 General.

City shall review this Agreement once during every twelve (12) month period following the Effective Date for compliance with the terms of this Agreement as provided in Government Code Section 65865.1. Property Owner (including any successor to the Property Owner executing this Agreement on or before the Agreement Date) shall pay City a reasonable fee in an amount City may reasonably establish from time to time to cover the actual and necessary costs for the annual review. City's failure to timely provide or conduct an annual review shall not constitute a Default hereunder by City.

7.2 Property Owner's Obligation to Demonstrate Good Faith Compliance.

During each annual review by City, Property Owner is required to demonstrate good faith compliance with the terms of the Agreement. Property Owner agrees to furnish such evidence of good faith compliance as City, in the reasonable exercise of its discretion, may require, thirty (30) days prior to each anniversary of the Effective Date during the Term.

7.3 Procedure. The Zoning Administrator shall conduct a duly noticed hearing and shall determine, on the basis of substantial evidence, whether or not Property Owner has, for the period under review, complied with the terms of this Agreement. If the Zoning Administrator finds that Property Owner has so complied, the annual review shall be concluded. If the Zoning Administrator finds, on the basis of substantial evidence, that Property Owner has not so complied, written notice shall be sent to Property Owner by first class mail of the Zoning Administrator's finding of non-compliance, and Property Owner shall be given at least ten (10) calendar days to cure any noncompliance that relates to the payment of money and thirty (30) calendar days to cure any other type of noncompliance. If a cure not relating to the payment of money cannot be completed within thirty (30) calendar days for reasons which are beyond the control of Property Owner, Property Owner must commence the cure within such thirty (30) calendar days and diligently pursue such cure to completion. If Property Owner fails to cure such noncompliance within the time(s) set forth above, such failure shall be considered to be a Default and City shall be entitled to exercise the remedies set forth in Article 8 below.

7.4 Annual Review a Non-Exclusive Means for Determining and Requiring Cure of Property Owner's Default.

The annual review procedures set forth in this Article 7 shall not be the exclusive means for City to identify a Default by Property Owner or limit City's rights or remedies for any such Default.

8. Events of Default.

8.1 General Provisions. In the event of any material default, breach, or violation of the terms of this Agreement ("Default"), the Party alleging a Default shall deliver a written notice (each, a "Notice of Default") to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time (ten (10) calendar days if the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) calendar days in the event of non-monetary Defaults) in which the Default must be cured ("Cure Period"). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) calendar days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion. Notwithstanding the foregoing, the City is not required to give Property Owner notice of default and may immediately pursue remedies for a Property Owner Default that result in an immediate threat to public health, safety or welfare.

8.2 Default by Property Owner.

If Property Owner is alleged to have committed a non-monetary Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Property Owner's appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Property Owner's appeal of the Notice of Default is timely and in good faith but after a public hearing of Property Owner's appeal the City Council concludes that Property Owner is in Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 8.1 shall be extended until the City Council's denial of Property Owner's appeal is communicated to Property Owner in writing.

8.3 City's Option to Terminate Agreement.

In the event of an alleged Property Owner Default, City may not terminate this Agreement without first delivering a written Notice of Default and providing Property Owner with the opportunity to cure the Default within the Cure Period, as provided in Section 8.1, and complying with Section 8.2 if Property Owner timely appeals any Notice of Default. A termination of this Agreement by City shall be valid only if good cause exists and is supported by evidence presented to the City Council at or in connection with a duly noticed public hearing to establish the existence of a Default. The validity of any termination may be judicially challenged by Property Owner. Any such judicial challenge must be brought within thirty (30) days of service on Property Owner,

by first class mail, postage prepaid, of written notice of termination by City or a written notice of City's determination of an appeal of the Notice of Default as provided in Section 8.2.

8.4 Default by City.

If Property Owner alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Property Owner may pursue any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City's obligations set forth in this Agreement. Upon a City Default, any resulting delays in Property Owner's performance hereunder shall neither be a Property Owner Default nor constitute grounds for termination or cancellation of this Agreement by City and shall, at Property Owner's option (and provided Property Owner delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.

8.5 Waiver.

Failure or delay by either Party in delivering a Notice of Default shall not waive that Party's right to deliver a future Notice of Default of the same or any other Default.

8.6 Specific Performance Remedy.

Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its pre-existing condition once implementation of this Agreement has begun. After such implementation, both Property Owner and City may be foreclosed from other choices they may have had to plan for the development of the Property, to utilize the Property or provide for other benefits and alternatives. Property Owner and City have invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Property Owner or City for such efforts. For the above reasons, City and Property Owner agree that damages would not be an adequate remedy if either City or Property Owner fails to carry out its obligations under this Agreement. Therefore, specific performance of this Agreement is necessary to compensate Property Owner if City fails to carry out its obligations under this Agreement or to compensate City if Property Owner fails to carry out its obligations under this Agreement.

8.7 Monetary Damages.

The Parties agree that monetary damages shall not be an available remedy for either Party for a Default hereunder by the other Party; provided, however, that (i) nothing in this Section 8.7 is intended or shall be interpreted to limit or restrict City's right to recover the Public Benefit Fees due from Property Owner as set forth herein; and (ii) nothing in this Section 8.7 is intended or shall be interpreted to limit or restrict Property Owner's indemnity obligations set forth in Article 10 or the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Section 8.10. In no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement. Property Owner expressly agrees that the City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives (collectively, for purposes of this Section 8.7,

“City”) shall not be liable for any monetary damage for a Default by the City or any claims against City arising out of this Agreement. Property Owner hereby expressly waives any such monetary damages against the City. The sole and exclusive judicial remedy for Property Owner in the event of a Default by the City shall be an action in mandamus, specific performance, or other injunctive or declaratory relief.

8.8 Additional City Remedy for Property Owner’s Default.

In the event of any Default by Property Owner, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to receive and retain any Development Exactions applicable to the Project or the Property, including any fees, grants, dedications, or improvements to public property which it may have received prior to Property Owner’s Default without recourse from Property Owner or its successors or assigns.

8.9 No Personal Liability of City Officials, Employees, or Agents.

No City official, employee, or agent shall have any personal liability hereunder for a Default by City of any of its obligations set forth in this Agreement.

8.10 Recovery of Legal Expenses by Prevailing Party in Any Action.

In any judicial proceeding, arbitration, or mediation (collectively, an “Action”) between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement, the prevailing Party shall not recover any of its costs and expenses, regardless of whether they would be recoverable under California Code of Civil Procedure Section 1033.5 or California Civil Code Section 1717 in the absence of this Agreement. These costs and expenses include, but are not limited to, court costs, expert witness fees, attorneys’ fees, City staff costs (including overhead), and costs of investigation and preparation before initiation of the Action.

9. Force Majeure.

Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused, through no fault of the Party whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, wars, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions. Except as specified above, nonperformance shall not be excused because of the act or omission of a third person. In no event shall the occurrence of an event of force majeure operate to extend the Term of this Agreement. In addition, in no event shall the time for performance of a monetary obligation, including without limitation Property Owner’s obligation to pay Public Benefit Fees, be extended pursuant to this Section.

10. Indemnity Obligations of Property Owner.

10.1 Indemnity Arising From Acts or Omissions of Property Owner.

Property Owner shall indemnify, defend, and hold harmless City and City’s officials, employees, agents, attorneys, and contractors (collectively, the “City’s Affiliated Parties”) from and against all suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys’ fees and costs) (collectively, a “Claim”) that may arise,

directly or indirectly, from the acts, omissions, or operations of Property Owner or Property Owner's agents, contractors, subcontractors, agents, or employees in the course of Development of the Project or any other activities of Property Owner relating to the Property or pursuant to this Agreement. City shall have the right, in its sole discretion, to select and retain counsel to defend any Claim filed against City and/or any of City's Affiliated Parties, and Property Owner shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Section 10.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

10.2 Third Party Litigation.

In addition to its indemnity obligations set forth in Section 10.1, Property Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any Claim against City or City's Affiliated Parties seeking to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. Said indemnity obligation shall include payment of attorney's fees, expert witness fees, City staff costs, and court costs. City shall promptly notify Property Owner of any such Claim and City shall cooperate with Property Owner in the defense of such Claim. If City fails to promptly notify Property Owner of such Claim, Property Owner shall not be responsible to indemnify, defend, and hold City harmless from such Claim until Property Owner is so notified and if City fails to cooperate in the defense of a Claim Property Owner shall not be responsible to defend, indemnify, and hold harmless City during the period that City so fails to cooperate or for any losses attributable thereto. City shall be entitled to retain separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Property Owner's indemnity obligation, provided that such counsel shall reasonably cooperate with Property Owner in an effort to minimize the total litigation expenses incurred by Property Owner. In the event either City or Property Owner recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Property Owner shall be entitled to retain the same (provided it has fully performed its indemnity obligations hereunder). The indemnity provisions in this Section 10.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

10.3 Environmental Indemnity.

In addition to its indemnity obligations set forth in Section 10.1, from and after the Agreement Date Property Owner shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any and all Claims for personal injury or death, property damage, economic loss, statutory penalties or fines, and damages of any kind or nature whatsoever, including without limitation attorney's fees, expert witness fees, and costs, based upon or arising from any of the following: (i) the actual or alleged presence of any Hazardous Substance on or under any of the Property in violation of any applicable Environmental Law; (ii) the actual or alleged migration of any Hazardous Substance from the Property through the soils or groundwater to a location or locations off of the Property; and (iii) the storage, handling, transport, or disposal of any Hazardous Substance on, to, or from the Property and any other area disturbed, graded, or developed by Property Owner in connection with Property Owner's Development of the Project.

The indemnity provisions in this Section 10.3 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11. Assignment.

Property Owner shall have the right to sell, transfer, or assign (hereinafter, collectively, a “Transfer”) Property Owner’s interest in or fee title to the Property, in whole or in part, to any person, partnership, joint venture, firm, or corporation (which successor, as of the effective date of the Transfer, shall become the “Property Owner” under this Agreement) at any time from the Agreement Date until the Termination Date; provided, however, that no such Transfer shall violate the provisions of the Subdivision Map Act (Government Code Section 66410 et seq.) or City’s local subdivision ordinance and any such Transfer shall include the assignment and assumption of Property Owner’s rights, duties, and obligations set forth in or arising under this Agreement as to the Property or the portion thereof so Transferred and shall be made in strict compliance with the following conditions precedent: (i) no transfer or assignment of any of Property Owner’s rights or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Property; and (ii) prior to the effective date of any proposed Transfer, Property Owner (as transferor) shall notify City, in writing, of such proposed Transfer and deliver to City a written assignment and assumption, executed in recordable form by the transferring and successor Property Owner and in a form subject to the reasonable approval of the City Attorney of City (or designee), pursuant to which the transferring Property Owner assigns to the successor Property Owner and the successor Property Owner assumes from the transferring Property Owner all of the rights and obligations of the transferring Property Owner with respect to the Property or portion thereof to be so Transferred, including in the case of a partial Transfer the obligation to perform such obligations that must be performed off of the portion of the Property so Transferred that are a condition precedent to the successor Property Owner’s right to develop the portion of the Property so Transferred. Any Permitted Transferee shall have all of the same rights, benefits, duties, obligations, and liabilities of Property Owner under this Agreement with respect to the portion of, or interest in, the Property sold, transferred, and assigned to such Permitted Transferee; provided, however, that in the event of a Transfer of less than all of the Property, or interest in the Property, no such Permitted Transferee shall have the right to enter into an amendment of this Agreement that jeopardizes or impairs the rights or increases the obligations of the Property Owner with respect to the balance of the Property, without Property Owner’s written consent.

Notwithstanding any Transfer, the transferring Property Owner shall continue to be jointly and severally liable to City, together with the successor Property Owner, to perform all of the transferred obligations set forth in or arising under this Agreement unless the transferring Property Owner is given a release in writing by City, which release shall be only with respect to the portion of the Property so Transferred in the event of a partial Transfer. City shall provide such a release upon the transferring Property Owner’s full satisfaction of all of the following conditions: (i) the transferring Property Owner no longer has a legal or equitable interest in the portion of the Property so Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Property Owner is not then in Default under this Agreement and no condition exists that with the passage of time or the giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Property Owner has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 11; and (iv) the successor Property Owner either (A) provides City with substitute security equivalent to any security previously provided by the transferring Property Owner to City to secure performance of

the successor Property Owner's obligations hereunder with respect to the Property or the portion of the Property so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Property Owner either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Property Owner has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project. Any determination by the City in regards to the second paragraph of Section 11 subpart (iv) (A) and/or (B) shall be documented in writing.

12. Mortgagee Rights.

12.1 Encumbrances on Property.

The Parties agree that this Agreement shall not prevent or limit Property Owner in any manner from encumbering the Property, any part of the Property, or any improvements on the Property with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

12.2 Mortgagee Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Nevertheless, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in the Property or part of the Property by a Mortgagee (whether due to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement. Any Mortgagee who takes title to the Property or any part of the Property shall be entitled to the benefits arising under this Agreement.

12.3 Mortgagee Not Obligated.

Notwithstanding the provisions of this Section 12.3, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Property Owner or other affirmative covenants of Property Owner, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Property Owner is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.

12.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure.

Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of: (i) the results of the periodic review of compliance specified in Article 7 of this Agreement, and (ii) any default by Property Owner of its obligations set forth in this Agreement.

Each Mortgagee shall have a further right, but not an obligation, to cure the Default within ten (10) days after receiving a Notice of Default with respect to a monetary Default and within thirty (30) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Property, then the Mortgagee shall have the right to seek to obtain possession with diligence and

continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within thirty (30) days after obtaining possession and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the thirty (30) day period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within thirty (30) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure the Default, provided the Mortgagee promptly commences to cure the non-monetary Default within thirty (30) days and diligently prosecutes the cure to completion.

13. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

14. Miscellaneous Terms.

14.1 Reserved.

14.2 Notices.

Any notice or demand that shall be required or permitted by law or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

TO CITY: City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660
Attn: City Manager

With a copy to: City of Newport Beach
100 Civic Center Drive
Newport Beach, California 92660
Attn: City Attorney

TO PROPERTY OWNER: AG Redstone Owner, L.P.

With a copy to:

Either Party may change the address stated in this Section 14.2 by delivering notice to the other Party in the manner provided in this Section 14.2, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

14.3 Project as a Private Undertaking.

Any future Development of the Project is a private undertaking. Neither Party will be acting as the agent of the other in any respect, and each Party will be an independent contracting entity with respect to the terms, covenants, and conditions set forth in this Agreement. This Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the Parties is that of a government entity regulating the Development of private property by the owner or user of the Property.

14.4 Cooperation.

Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record the required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

14.5 Estoppel Certificates.

At any time, either Party may deliver written notice to the other Party requesting that that Party certify in writing that, to the best of its knowledge: (i) this Agreement is in full force and effect and is binding on the Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if this Agreement has been amended, the Party providing the certification shall identify the amendments or modifications; and (iii) the requesting Party is not in Default in the performance of its obligations under this Agreement and no event or situation has occurred that with the passage of time or the giving of Notice or both would constitute a Default or, if such is not the case, then the other Party shall describe the nature and amount of the actual or prospective Default.

The Party requested to furnish an estoppel certificate shall execute and return the certificate within thirty (30) days following receipt. Requests for the City to furnish an estoppel certificate shall include reimbursement for all administrative costs incurred by the City including reasonable attorney's fees incurred by the City in furnishing an estoppels certificate.

14.6 Rules of Construction.

The singular includes the plural; the masculine and neuter include the feminine; "shall" is mandatory; and "may" is permissive.

14.7 Time Is of the Essence.

Time is of the essence regarding each provision of this Agreement as to which time is an element.

14.8 Waiver.

The failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.

14.9 Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one (1) and the same agreement.

14.10 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Agreement.

14.11 Severability.

The Parties intend that each and every obligation of the Parties is interdependent and interrelated with the other, and if any provision of this Agreement or the application of the provision to any Party or circumstances shall be held invalid or unenforceable to any extent, it is the intention of the Parties that the remainder of this Agreement or the application of the provision to persons or circumstances shall be rendered invalid or unenforceable. The Parties intend that neither Party shall receive any of the benefits of the Agreement without the full performance by such Party of all of its obligations provided for under this Agreement. Without limiting the generality of the foregoing, the Parties intend that Property Owner shall not receive any of the benefits of this Agreement if any of Property Owner's obligations are rendered void or unenforceable as the result of any third party litigation, and City shall be free to exercise its legislative discretion to amend or repeal the Development Regulations applicable to the Property and Property Owner shall cooperate as required, despite this Agreement, should third party litigation result in the nonperformance of Property Owner's obligations under this Agreement. The provisions of this Section 14.11 shall apply regardless of whether the Effective Date occurs and after the Termination Date.

14.12 Construction.

This Agreement has been drafted after negotiation and revision. Both City and Property Owner are sophisticated parties who were represented by independent counsel throughout the negotiations or City and Property Owner had the opportunity to be so represented and voluntarily chose to not be so represented. City and Property Owner each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning and applicable principle or presumptions of contract construction or interpretation, if any, shall be used to construe the whole or any part of this Agreement in favor of or against either Party.

14.13 Successors and Assigns; Constructive Notice and Acceptance.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Property: (i) is for the benefit of and is a burden upon every portion of the Property; (ii) runs

with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership of the Property or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Property is and shall be conclusively deemed to have consented and agreed to every provision of this Agreement. This Section 14.13 applies regardless of whether the instrument by which such person or entity acquires the interest refers to or acknowledges this Agreement and regardless of whether such person or entity has expressly entered into an assignment and assumption agreement as provided for in Article 11.

14.14 No Third Party Beneficiaries.

The only Parties to this Agreement are City and Property Owner. This Agreement does not involve any third party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.

14.15 Applicable Law and Venue.

This Agreement shall be construed and enforced consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, or the United States District Court for the Central District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

14.16 Section Headings.

All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

14.17 Incorporation of Recitals and Exhibits.

All of the Recitals are incorporated into this Agreement by this reference. Exhibits A and B are attached to this Agreement and incorporated by this reference as follows:

EXHIBIT DESIGNATION	DESCRIPTION
A	Legal Description of Property
B	Depiction of the Property

14.18 Recordation.

The City Clerk of City shall record this Agreement and any amendment, modification, or cancellation of this Agreement in the Office of the County Recorder of the County of Orange within the period required by California Government Code section 65868.5 and City of Newport Beach Municipal Code section 15.45.090. The date of recordation of this Agreement shall not modify or amend the Effective Date or the Termination Date.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT**

“PROPERTY OWNER”

AG Redstone Owner, L.P., a Delaware
limited partnership

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

“CITY”

CITY OF NEWPORT BEACH, a municipal
corporation and charter city

Lauren Kleiman, Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM:

Aaron C. Harp, City Attorney

ACKNOWLEDGMENT

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

State of California
County of _____ }

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (seal)

ACKNOWLEDGMENT

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

State of California
County of _____ }

On _____, 20____ before me, _____, Notary Public, personally appeared _____, 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

APN/Parcel ID(s): 427-222-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 50 OF IRVINE'S SUBDIVISION, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 63, PAGE 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE FULL RIGHTS TO ALL MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES EXISTING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID REAL PROPERTY DESCRIBED ABOVE; PROVIDED, HOWEVER, THAT GRANTOR HEREBY EXPRESSLY WAIVES THE RIGHT TO ENTER UPON THE SURFACE OF SAID REAL PROPERTY FOR THE PURPOSE OF EXPLORING FOR OR PRODUCING THE MINERALS, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES SO RESERVED, AS RESERVED IN DOCUMENT RECORDED DECEMBER 22, 1976 IN BOOK 12005, PAGE 1500, OFFICIAL RECORDS.

EXHIBIT B

DEPICTION OF PROPERTY





City of Newport Beach

Tentative Agenda Report - 5/30/2026 - 9/2/2026

Project Title	Comments	Activity Type	ADDRESS	PA #	Staff assigned	Status	District
June 04, 2026 - Planning Commission Meeting							
1300 Dove Townhomes		Public Hearing	<u>1300 DOVE ST</u>	<u>PA2025-0170</u>	Oscar Orozco	MORE INFO	District 3
June 09, 2026 - City Council Meeting							
Housing Element Implementation Program Amendments	Consent - Amendment to Title 21	Second Reading	<u>1 CITYWIDE PROJECT</u>	<u>PA2022-0245</u>	Benjamin Zdeba	MORE INFO	District 5
Telecom Facilities (CC Initiated 05/25/2021)	Introducing Ordinance and Authorizing LCPA	Public Hearing	<u>1 CITYWIDE PROJECT</u>	<u>PA2021-103</u>	Benjamin Zdeba	MORE INFO	Citywide
ZC & LCP Amendment for Smoke Related Businesses	Consent	Second Reading	<u>100 CIVIC CENTER DR</u>	<u>PA2025-0171</u>	Oscar Orozco	MORE INFO	District 5
June 11, 2026 - Zoning Administrator Meeting							
Grieve Residence Coastal Development Permit		Public Hearing	<u>5 CANAL CIR</u>	<u>PA2026-0001</u>	Cameron Younger	MORE INFO	District 1
Luce Residence		Public Hearing	<u>129 BAY FRONT N</u>	<u>PA2026-0015</u>	Laura Rodriguez	MORE INFO	District 5
June 18, 2026 - Planning Commission Meeting							
Westcliff at Dover Residential Development		Public Hearing	<u>1501 16TH ST</u>	<u>PA2025-0254</u>	Oscar Orozco	MORE INFO	District 2
June 23, 2026 - City Council Meeting							
General Plan Update	Override ALUC's Determination and Adopt General Plan Update	Public Hearing	<u>1 CITYWIDE PROJECT</u>	<u>PA2022-080</u>	Benjamin Zdeba	MORE INFO	Citywide
REAP 2.0 Mixed-Use Districts Study		Study Session	<u>1 CITYWIDE PROJECT</u>	<u>PA2025-0257</u>	Jerry Arregui	MORE INFO	District 5
Telecom Facilities (CC Initiated 05/25/2021)	Consent	Second Reading	<u>1 CITYWIDE PROJECT</u>	<u>PA2021-103</u>	Benjamin Zdeba	MORE INFO	Citywide
June 25, 2026 - Zoning Administrator Meeting							
Palley Residence Modification Permit		Public Hearing	<u>419 SIGNAL RD</u>	<u>PA2025-0265</u>	Cameron Younger	MORE INFO	District 2

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City of Newport Beach

Tentative Agenda Report - 5/30/2026 - 9/2/2026

Project Title	Comments	Activity Type	ADDRESS	PA #	Staff assigned	Status	District
July 09, 2026 - Planning Commission Meeting							
1301 Dove Street Residential Townhomes		Public Hearing	<u>1301 DOVE ST</u>	<u>PA2026-0046</u>	Oscar Orozco	MORE INFO	District 3
CDM Investors LLC Variance		Public Hearing	<u>2516 BAYSIDE DR</u>	<u>PA2022-0148</u>	Daniel Kopshever	MORE INFO	District 6
July 14, 2026 - City Council Meeting							
2350 Bristol Street Driveway Access	Appeal of Planning Commission Denial	Public Hearing	<u>2350 BRISTOL ST</u>	<u>PA2025-0112</u>	Daniel Kopshever	MORE INFO	District 3
July 16, 2026 - Zoning Administrator Meeting							
July 23, 2026 - Planning Commission Meeting							
July 28, 2026 - City Council Meeting							
Grand Jury Report- CA Housing Mandate	Authorization to respond to OC Grand Jury Report on Housing Mandates	Consent	<u>100 CIVIC CENTER DR</u>	<u>PA2026-0102</u>	Liz Westmoreland	MORE INFO	District 5
July 30, 2026 - Zoning Administrator Meeting							
August 06, 2026 - Planning Commission Meeting							
August 13, 2026 - Zoning Administrator Meeting							
August 20, 2026 - Planning Commission Meeting							
MacArthur Court Residences		Public Hearing	<u>4665 MACARTHUR CT</u>	<u>PA2026-0041</u>	Melinda Whelan	MORE INFO	District 3
August 25, 2026 - City Council Meeting							
August 27, 2026 - Zoning Administrator Meeting							
Hearing Date to be Determined							
Becker Residence		Public Hearing	<u>224 GRAND CANAL</u>	<u>PA2024-0197</u>	Laura Rodriguez	MORE INFO	District 5
Lower Castaways	Resolution declaring Lower Castaways exempt surplus land		<u>100 DOVER DR</u>	<u>RP2026-0001</u>	Lauren Wooding	MORE INFO	District 3
Palmilla Use Permit Amendment		Public Hearing	<u>3110 NEWPORT BLVD</u>	<u>PA2025-0108</u>	Melinda Whelan	MORE INFO	District 1

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City of Newport Beach

Tentative Agenda Report - 5/30/2026 - 9/2/2026

Project Title	Comments	Activity Type	ADDRESS	PA #	Staff assigned	Status	District
Saunders Self Storage			<u>3848 CAMPUS DR</u>	<u>PA2023-0145</u>	Liz Westmoreland	<u>MORE INFO</u>	District 3
Pending Coastal Commission							
Coastal Act 30613 CDP Jurisdiction Change	City Project		<u>1 CITYWIDE PROJECT</u>	<u>PA2022-111</u>	Jaime Murillo	<u>MORE INFO</u>	Citywide
Housing Element Implementation Program Amendments	LCP Amendment		<u>1 CITYWIDE PROJECT</u>	<u>PA2022-0245</u>	Benjamin Zdeba	<u>MORE INFO</u>	District 5

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City of Newport Beach

Tentative Agenda Report - 5/30/2026 - 9/2/2026

Planner Contact Information		
Name & Title	Phone	Email
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Dan Campagnolo, Systems and Administration Manager	949-644-3231	dcampagnolo@newportbeachca.gov
Daniel Kopshever, Assistant Planner	949-644-3235	dkopshever@newportbeachca.gov
David Blumenthal, Contract Planner		dblumenthal@newportbeachca.gov
David Lee, Principal Planner	949-644-3225	dlee@newportbeachca.gov
Jaime Murillo, CDD Director	949-644-3209	jmurillo@newportbeachca.gov
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Jenny Hannsun, Associate Planner	949-644-3212	jhannsun@newportbeachca.gov
Jerry Arregui, Assistant Planner	949-644-3249	jarregui@newportbeachca.gov
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Lauren Wooding, Real Property Administrator	949-644-3236	lwooding@newportbeachca.gov
Liz Westmoreland, Deputy CDD Director	949-644-3234	lwestmoreland@newportbeachca.gov
Melinda Whelan, Assistant Planner	949-644-3221	mwhelan@newportbeachca.gov
Oscar Orozco, Associate Planner	949-644-3219	oorozco@newportbeachca.gov
Rosalinh Ung, Principal Planner (PT)	949-644-3208	rung@newportbeachca.gov
Tonee Thai, Deputy CDD Director & Building Official	949-718-1867	tthai@newportbeachca.gov

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