



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: JULY 27, 2015

ITEM NUMBER: PH-4

SUBJECT: PLANNING APPLICATION PA-15-16: CONDITIONAL USE PERMIT FOR RETAIL SALES OF MOTOR VEHICLES WITH OUTDOOR DISPLAY AT 3060 BRISTOL STREET AND RECIPROCAL PARKING AT 3050 BRISTOL (HILTON HOTEL)

DATE: JULY 16, 2015

FROM: PLANNING DIVISION / DEVELOPMENT SERVICES DEPARTMENT

PRESENTATION BY: CHELSEA CRAGER, ASSISTANT PLANNER

FOR FURTHER INFORMATION CONTACT: CHELSEA CRAGER (714) 754-5609
chelsea.crager@costamesaca.gov

DESCRIPTION

The proposed request involves a Conditional Use Permit (CUP) for motor vehicle retail sales of high-end vehicles and collector cars with thirteen outdoor display spaces for the sales inventory in the parking lot. The CUP includes a deviation from parking requirements due to unique operational characteristics to allow for the proposed outdoor display (39 spaces required; 32 spaces proposed). Existing parking includes 22 spaces in the parking lot and an additional 10 spaces through a reciprocal parking agreement with the Hilton Hotel at 3050 Bristol Street.

APPLICANT

Greg Butcher is the authorized agent for the property owner, Butcher-Wietbrink Properties.

RECOMMENDATION

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

BACKGROUND

Project Site/Environs

The project site is a 6,409 square foot building on Bristol Street, north of Paularino Avenue. It is zoned PDC (Planned Development Commercial) with a General Plan land use designation of General Commercial. The property was developed as a part of the South Coast Corporate Center and was previously occupied by Roche Bobois furniture.

The properties to the north, south, and east of the subject property are also zoned PDC. The property to the south and east is developed with the Hilton hotel. The property to the north is developed with three office towers. The properties across Bristol Street are zoned C1 (Local Business) and are developed with commercial uses.

Automobile retail sales with two or more outdoor display spaces require approval of a conditional use permit in the PDC zone.

ANALYSIS

Project Description

The proposed project is a high-end automobile (e.g. Mercedes, BMW, Maserati, Ferrari) retail business with up to five employees and 13 outdoor display spaces facing Bristol Street. Automobile retail with up to one outdoor display space is permitted in the PDC zone, and the inclusion of additional outdoor display spaces requires approval of a conditional use permit.

Parking

In 1991, a reciprocal parking agreement was recorded between the subject property and the adjacent hotel property (Hilton Hotel, 3050 Bristol Street), granting the subject property use of 10 parking additional spaces during normal business hours, or 7:30 a.m. to 6:00 p.m. After 6:00 p.m., the hotel may use parking at 3060 Bristol Street as overflow parking.

Code-required parking for retail uses is 4 parking space per 1,000 square feet, or 26 parking spaces for this 6,409 square foot building. The property is currently developed with 22 parking spaces and has 10 additional spaces available at the adjacent 3050 Bristol Street through the reciprocal parking agreement with the Hilton hotel, for a total of 32 parking spaces from 7:30 a.m. to 6:00 p.m. and an excess of 6 parking spaces during this time.

Justification for Approval

Pursuant to Title 13, Section 13-29(g), Findings, of the Costa Mesa Municipal Code, the Planning Commission shall find that the evidence presented in the administrative record substantially meets specified findings. Staff recommends approval of the proposed project, based on an assessment of facts and findings which are also reflected in the draft resolution as noted below:

Conditional Use Permit Findings:

- Given the limitations to the outdoor display area and signage, the proposed high-end automotive showroom and retail sales would be substantially compatible with surrounding commercial uses.

The proposed automobile retail with outdoor display would be compatible with the commercial uses immediately surrounding the subject property. Car dealerships have a significant amount of visibility, scale, and number along Harbor Boulevard as opposed to other major corridors in the City. Therefore, the project is conditioned to sell a limited stock of high-end, specialized vehicles only with a maximum display of 13 vehicles in the parking lot. The project is also conditioned not to place any neon painted signage, sale signage, or pricing on the sales inventory in order to eliminate any visual impacts. Other conditions relate to a prohibition of amplified noise/speakers in the outdoor parking lot and additional parking lot lighting beyond what is currently provided on the property.

- The proposed parking supply will adequately serve the business if overflow parking at the Hilton is included (39 spaces required per Code; 32 spaces proposed). The subject property has a reciprocal parking agreement with the hotel at 3050 Bristol Street, which allows use of 10 additional parking spaces between the hours of 7:30 a.m. and 6:00 p.m. for a total of 32 parking spaces.

Therefore, hours of operation of the vehicle retail will be restricted to **7:30 a.m. to 6:00 p.m.** to coincide with the reciprocal parking agreement and to ensure adequate parking is available for staff and customers. These 10 parking spaces are provided adjacent to hotel valet parking, and must remain open and available for customer self-parking from **7:30 a.m. to 6:00 p.m.** With 13 parking display spaces, and a maximum of 5 staff working at any one time, there will be 14 parking spaces available for customers. Code required parking and provided parking is summarized below:

Description	Parking Rate	Code Required Parking	Additional Parking Requirement for Outdoor Display	Proposed Parking Supply
Existing: 6,409 sq.ft. retail building	4 spaces/1,000 square feet	26 spaces	NA	22 on-site spaces And 10 spaces per reciprocal parking 32 spaces total
Proposed: Automobile Showroom/Sales with 13 outdoor display spaces	4 spaces/1,000 square feet	26 spaces	13	39 spaces total
				Existing Parking Supply: 32 spaces
				Proposed Parking Required: 39 spaces
				Net Difference: 7 spaces

Additionally, conditions of approval require that, if parking shortages or other parking-related problems arise, the business operator shall institute appropriate operational measures necessary to minimize or eliminate the problem, including, but not limited to, decreasing the number of outdoor display spaces.

The project is not expected to have any noise impacts on the surrounding businesses, and is conditioned not to have any outdoor amplification.

- Granting the CUP for outdoor display of vehicles will not be materially detrimental to the health, safety, and general welfare of the general public.

The automobile retail use is conditioned to operate as described in the submitted business description, with high-end vehicles only, up to 13 display parking spaces, and up to 5 staff at any one time. The nature of low customer traffic to an establishment selling only high-end cars ensures that customer traffic to the subject property does not interfere with parking on adjacent properties or traffic on Bristol Street.

- Visual impacts from the operations of the automobile retail shall be minimized through conditions of approval.

The project is conditioned to eliminate visual impacts to Bristol Street and to the surrounding commercial properties. The high-end automobiles are to be displayed onsite, which may be displayed facing Bristol Street. These vehicles are conditioned not to have any signage or prices displayed on the vehicles themselves, and to be parked in the same manner as a customer vehicle.

Zoning Code prohibits banners, flags, and pennants (except flags of nation or state, displayed appropriately) as well as inflatable signs and balloons larger than 24 inches in any dimension. Maximum sign area permitted on a commercial property is calculated according to lot dimensions, and allows up to 387.5 square feet of signage for this property. To further ensure that the project does not have visual impacts on the surrounding businesses and Bristol Street, the following conditions have been placed on signage for the property:

- Signage shall be subject to the City's Sign Ordinance except that the overall signage (including building wall signage and monument signage) shall not exceed the existing total sign area for the property by more than 25 percent.
- Monument signage shall be no greater than 7 feet in height and shall not be increased in size compared to the existing sign by greater than 25 percent.
- Building wall signage shall be limited to the name of the business and shall not include any logos, graphics, or identifiers of the brands of the automobiles in the sales inventory.
- There shall be neon lighting or neon signage on the property.
- There shall be no inflatable signs or balloons of any kind or size.

- Granting the CUP for the outdoor display of vehicles will not allow a use, density, or intensity which is not in accordance with the General Plan.

The proposed space was formerly occupied by a furniture retail store, and will require little in terms of tenant improvements to be used as a vehicle showroom. The General Commercial land use designation is intended to permit a wide range of commercial uses, which serve both local and regional needs. The subject property is insulated from sensitive land uses, and the low traffic generated by high-end vehicle retail sales will ensure that the intensity of use does not exceed the intent of the General Plan.

GENERAL PLAN CONFORMANCE

As conditioned, the proposed project is in conformance with the 2000 General Plan. The General Commercial land use designation is intended to permit a wide range of commercial uses. As conditioned, the proposed project is compatible with surrounding uses.

ENVIRONMENTAL DETERMINATION

The project is exempt from the provisions of the California Environmental Quality Act under Section 15301 (Class 1), Existing Facilities. This exemption applies to the minor alteration of existing public or private structures involving negligible or no expansion of use.

PUBLIC NOTICE

Pursuant to Title 13, Section 13-29(d), of the Costa Mesa Municipal Code, three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

1. Mailed Notice. A public notice was mailed to all property owners within a 500-foot radius of the project site. The required notice radius is measured from the external boundaries of the property. (See attached Notification Radius Map)
2. On-site posting. A public notice was posted on each street frontage of the project site.
3. Newspaper publication. A public notice was published once in the Daily Pilot newspaper.

ALTERNATIVES

The Planning Commission has the following alternatives:

1. Approve the project with modifications. The Planning Commission may suggest specific changes that are necessary to alleviate concerns. If any of the additional requested changes are substantial, the item should be continued to a future meeting to allow for additional information or analysis. In the event of significant

modifications to the proposal, should the Planning Commission choose to do so, staff will return with a revised resolution incorporating new findings and/or conditions.

2. Deny the project. If the Planning Commission believes that there are insufficient facts to support the findings for approval, Planning Commission must deny the application and provide facts in support of denial to be included in the attached draft resolution for denial. If the project were denied, the applicant could not submit substantially the same type of application for six months.

CONCLUSION

It is staff's opinion that the proposed use, with the recommended conditions of approval, will be consistent with City's Zoning Code and General Plan. The proposed project, as conditioned, will minimize any adverse impacts to the surrounding properties.



CHELSEA CRAGER
Assistant Planner



CLAIRE FLYNN, AICP
Assistant Director of Development
Services

- Attachments:
1. Planning Commission Resolutions
 2. Applicant's Project Description and Justification
 3. Location and Zoning Maps
 4. Proposed Concept Plans
 5. Reciprocal Parking Agreement
 6. Photographs of Existing Site
 7. Notification Radius Map

Distribution: Director of Economic & Development Services/Deputy CEO
Assistant Development Services Director
Senior Deputy City Attorney
Public Services Director
City Engineer
Transportation Services Manager
Fire Protection Analyst
File (2)

Greg Butcher
400 Emerald Bay, Suite 100
Laguna Beach, CA 92651

RESOLUTION NO. PC-15-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA APPROVING PLANNING APPLICATION PA-15-16 FOR A CONDITIONAL USE PERMIT FOR AUTOMOBILE RETAIL WITH OUTDOOR DISPLAY LOCATED AT 3060 BRISTOL STREET

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

WHEREAS, an application was filed by Greg Butcher, as the authorized agent on behalf of the property owner, Butcher-Hietbrink Properties, with respect to the real property located at 3060 Bristol Street;

WHEREAS, the proposed project involves a conditional use permit for automobile retail sales with 13 outdoor display spaces in a 6,409 square foot building at 3060 Bristol Street.

WHEREAS, the project was reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), The State CEQA Guidelines, and the City of Costa Mesa Environmental Guidelines; and the project was determined to be exempt from further CEQA analysis under Section 15301 for Existing Facilities;

WHEREAS, a duly noticed public hearing held by the Planning Commission on July 27, 2015 with all persons having the opportunity to speak for and against the proposal;

BE IT RESOLVED that, based on the evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit B, the Planning Commission hereby **APPROVES** Planning Application PA-15-16 with respect to the property described above.

BE IT FURTHER RESOLVED that the Costa Mesa Planning Commission does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for Planning Application PA-15-16 and upon applicant's compliance with each and all of the conditions in Exhibit B, and compliance of all applicable federal, state, and local laws. Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the documents in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED THIS 27TH DAY OF JULY, 2015.

Robert L. Dickson, Jr., Chair
Costa Mesa Planning Commission

EXHIBIT A

FINDINGS (APPROVAL)

- A. The information presented substantially complies with Costa Mesa Municipal Code Section 13-29(g)(2) in that:

Finding: The proposed use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

Facts in Support of Finding: The proposed automobile retail with outdoor display is compatible with the commercial uses immediately surrounding the subject property in that it is for high-end vehicles only, which will decrease customer traffic to the property visual impacts to Bristol Street and surrounding properties.

The subject property has a reciprocal parking agreement with the hotel at 3050 Bristol Street, which allows use of 10 additional parking spaces for a total of 32 parking spaces. With 13 parking display spaces, and a maximum of 5 staff working at any time, there will be 14 parking spaces available for customers and no parking impacts to surrounding properties.

Finding: Granting the conditional use permit will not be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

Facts in Support of Finding: The automobile retail use is conditioned to operate as described in the submitted business description, with high-end vehicles only, up to 13 display parking spaces, and up to 5 staff at any one time. The nature of low customer traffic to an establishment selling only high-end cars ensures that customer traffic to the subject property does not interfere with parking on adjacent properties or traffic on Bristol Street.

Finding: Granting the conditional use permit will not allow a use, density, or intensity which is not in accordance with the General Plan designation and any applicable specific plan for the property.

Facts in Support of Finding: The General Commercial land use designation is intended to permit a wide range of commercial uses, including vehicle retail sales. The subject property is buffered from sensitive land uses in that it is surrounded by commercial properties, and the low traffic generated by high-end vehicle retail sales will ensure that the intensity of use does not exceed the intent of the General Plan.

- B. The information presented substantially complies with Costa Mesa Municipal Code section 13-29(e) because:
- a. The proposed development and use is compatible and harmonious with uses both on site as well as those on surrounding properties. The project is

conditioned to minimize visual impacts to Bristol Street and nearby commercial uses. There are no anticipated traffic or parking impacts to surrounding properties.

- b. Safety and compatibility of the design of the parking areas, landscaping, luminaries, and other site features including functional aspects of the site development such as automobile and pedestrian circulation have been considered. All staff and customer parking as well as display spaces shall be on the subject property or at 3050 Bristol Street as permitted by the recorded parking agreement.
 - c. The project, as conditioned, is consistent with the General Plan. The project is consistent with the General Plan land use designation of General Commercial. This designation is intended to permit a wide range of commercial uses to serve local and regional needs and should be insulated from sensitive uses through buffers or onsite mitigation measures. The proposed project is insulated from sensitive land uses, and is abutting commercial uses.
 - d. The proposed use is compliant with performance standards as prescribed in the Zoning Code. The proposed automobile retail will be conditioned to operate as described in the submitted business description and is compliant with Zoning Code.
 - e. The planning application is for a project-specific case and does not establish a precedent for future development. Approval will apply to this project-specific locations. Conditions have been included that are specific to the proposed project.
- C. The project is exempt from the provisions of the California Environmental Quality Act under Section 15301 (Class 1) for Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond what that existing at the time of the lead agency's determination. Because the tenant improvement at the project site will not include a major alteration or expansion to the existing facility, the project qualifies for this exemption.
- D. The project is exempt from Chapter XII, Article 3, Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT B

CONDITIONS OF APPROVAL

- Plng.
1. The use shall be limited to the type of operation described in this staff report: high-end automobile retail sales with up to 13 outdoor display spaces and up to 5 staff at any one time. Any significant change in the operational characteristics will require approval of an amendment to the conditional use permit, subject to Planning Commission approval. The Development Services Director shall make a determination that certain changes could be approved at a staff level.
 2. The applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of, or which are in any way related to, the applicant's project, or any approvals granted by City related to the applicant's project. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section. City shall have the right to choose its own legal counsel to represent the City's interests, and applicant shall indemnify City for all such costs incurred by City.
 3. The conditional use permit herein approved shall be valid until revoked, but shall expire upon discontinuance of the activity authorized hereby for a period of 180 days or more. The conditional use permit may be referred to the Planning Commission for modification or revocation at any time if the conditions of approval have not been complied with, if the use is being operated in violation of applicable laws or ordinances, or if, in the opinion of the Economic Development & Development Services Director/Deputy CEO or his designee, any of the findings upon which the approval was based are no longer applicable.
 4. The conditions of approval, code requirements, and special district requirements of PA-15-16 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
 5. The applicant shall contact the Planning Division to arrange a Planning inspection of the site upon completion of all site improvements and prior to final approval of any building permits for interior building improvements. This inspection is to confirm that the conditions of approval and Code requirements have been satisfied.
 6. A copy of the conditions of approval for the conditional use permit must be kept on premises and presented to any authorized City official upon request.

New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land.

7. If parking shortages or other parking-related problems arise, the business operator shall institute appropriate operational measures necessary to minimize or eliminate the problem, including, but not limited to, decreasing the number of outdoor display spaces.
8. Parking for patrons and employees of the business shall occur on-site or at 3050 Bristol Street as permitted by the recorded reciprocal parking agreement. Employee or patron parking on public streets or adjacent properties not included in the parking agreement shall be considered a violation of the terms of approval of the conditional use permit.
9. The 10 parking spaces at 3050 Bristol Street permitted for use by 3060 Bristol Street by the recorded reciprocal parking agreement shall remain open and available for customer self-parking from 7:30 a.m. to 6:00 p.m., as required by the parking agreement.
10. New signage shall be limited to:
 - Signage shall be subject to the City's Sign Ordinance except that the overall signage (including building wall signage and monument signage) shall not exceed the existing total sign area for the property by more than 25 percent.
 - Monument signage shall be no greater than 7 feet in height and shall not be increased in size compared to the existing sign by greater than 25 percent.
 - Building wall signage shall be limited to the name of the business and shall not include any logos, graphics, or identifiers of the brands of the automobiles in the sales inventory.
 - There shall be neon lighting or neon signage on the property.
 - There shall be no inflatable signs or balloons of any kind or size.
11. The high-end vehicle inventory shall be limited to luxury line of cars and collector cars such as, but not limited to, Ferrari, Maserati, BMW, and Mercedes.
12. Motor vehicles shall be parked in the parking lot area in the same manner as a customer vehicle. Specifically, with regard to the outdoor area, there shall be no display platforms, elevated exhibit area, or other specialized display of vehicles for sale.
13. There shall be no signs placed on the vehicles or display of prices of the vehicles for sale.
14. There shall be no outdoor amplification or loudspeakers.
15. There shall be a maximum of five employees working at once.
16. Hours of operation shall be limited to the "normal business hours" defined in the reciprocal parking agreement: 7:30 a.m. to 6:00 p.m.
17. Display parking spaces shall be limited to 13 total spaces.

18. Outdoor lighting shall not be increased beyond what is currently provided on the property.

CODE REQUIREMENTS

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

- | | | |
|----------------|----|--|
| Const.
Hrs. | 1. | All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be <u>prohibited</u> on Sunday and the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. |
| Bldg. | 2. | Comply with the requirements of the adopted 2013 California Building Code, 2013 California Electrical Code, 2013 California Mechanical Code, 2013 California Plumbing Code, 2013 California Green Building Standards Code and 2013 California Energy Code (or the applicable adopted, California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and California Energy Code, at the time of plan submittal or permit issuance), and California Code of Regulations, also known as the California Building Standards Code, as amended by the City of Costa Mesa. |
| | 3. | Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2013 California Building Code. <ul style="list-style-type: none">• Accessibility shall be to and through the front door and to the commercial space from the public sidewalk.• Accessible restrooms/bathrooms in the commercial space.• Accessible parking.• Accessible entry door, ramps, landings, sidewalks, hallways , strike edge clearances and elevation changes, etc. |
| Bus.
Lic. | 4. | All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained. |
| Fire | 5. | Occupancy shall comply with requirements for assembly occupancy per California Building Code, 2013. |

SPECIAL DISTRICT REQUIREMENTS

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

- | | | |
|------|----|---|
| AQMD | 1. | Applicant shall contact the Air Quality Management District (AQMD) at (800) 288-7664 for potential additional conditions of development or for additional permits required by AQMD. |
|------|----|---|

CDFA 2. Comply with the requirements of the California Department of Food and Agriculture (CDFA) to determine if red imported fire ants exist on the property prior to any soil movement or excavation. Call CDFA at (714) 708-1910 for information.

RESOLUTION NO. PC-15-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA DENYING PLANNING APPLICATION PA-15-16 FOR A CONDITIONAL USE PERMIT FOR AUTOMOBILE RETAIL WITH OUTDOOR DISPLAY LOCATED AT 3060 BRISTOL STREET

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

WHEREAS, an application was filed by Greg Butcher, as the authorized agent on behalf of the property owner, Butcher-Hietbrink Properties, with respect to the real property located at 3060 Bristol Street;

WHEREAS, the proposed project involves a conditional use permit for automobile retail sales with 13 outdoor display spaces in a 6,409 square foot building at 3060 Bristol Street;

WHEREAS, a duly noticed public hearing held by the Planning Commission on July 27, 2015 with all persons having the opportunity to speak for and against the proposal.

BE IT RESOLVED that, based on the evidence in the record and the findings contained in Exhibit A, the Planning Commission hereby **DENIES** Planning Application PA-15-16 with respect to the property described above.

PASSED AND ADOPTED THIS 27TH DAY OF JULY, 2015.

Robert L. Dickson, Jr., Chair
Costa Mesa Planning Commission

EXHIBIT A

FINDINGS (DENIAL)

- A. The proposed project does not comply with Costa Mesa Municipal Code Section 13-29(e) because:
 - 1. A compatible and harmonious relationship does not exist between the proposed use and existing buildings, site development, and uses on surrounding properties.
 - 2. The proposed project does not comply with the performance standards as prescribed in the Zoning Code.
 - 3. The proposed project is not consistent with the General Plan or Zoning Code.

- B. The proposed project does not comply with Costa Mesa Municipal Code Section Code Section 13-29(g)(1) because:
 - 1. The proposed use is not substantially compatible with developments in the same general area and would be materially detrimental to other properties within the area.
 - 2. Granting the conditional use permit will be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood
 - 3. Granting the conditional use permit will allow a use, density, or intensity which is not in accordance with the General Plan designation and any applicable specific plan for the property.

- C. The Costa Mesa Planning Commission has denied Planning Application PA-15-09. Pursuant to Public Resources Code Section 21080(b)(5) and CEQA Guidelines Section 15270(a) CEQA does not apply to this project because it has been rejected and will not be carried out.

- D. The project is exempt from Chapter IX, Article 11, Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

BUTCHER-HIETBRINK PROPERTIES LLC

April 28, 2015

Mrs. Willa Bouwens-Killeen, AICP
Zoning Administrator
CITY OF COSTA MESA
77 Fair Drive
Costa Mesa, CA 92626

Re: Conditional Use Permit - Designation of "Display" Parking
3060 Bristol Street - The Roche-Bobois Building
Application Letter

* Staff note: 22 on-site
and 32 total, per site
plan and site visit
CC

Dear Willa,

As we have previously discussed, our Roche-Bobois furniture tenant will be vacating our 3060 Bristol freestanding commercial building on May 31st after fifteen years of occupancy. The building has 5,250 square feet of rentable/usable building area. There are twenty-three on-site parking spaces and ten additional parking spaces on the adjacent hotel site that are governed by a recorded reciprocal easement agreement - a total of thirty-three parking spaces. We have been actively marketing the property to prospective tenants and have been approached by an automobile showroom business that markets high-end (high-line) automobiles for sale.

** Staff note: 6,409 sf gross building area per applicant
CC

Our request for a Conditional Use Permit responds to their need for additional outside "display" parking. The current PDC zone for the property allows for the automobile showroom use, but it is restricted to one outside "display" parking space. The prospective tenant is requesting that the thirteen parking spaces facing Bristol Street be designated as "display" parking which would result in a net increase of twelve "display" spaces given the already allowed single "display" parking space. This request would allow for the remaining ten on-site parking spaces to be available for employee/customer parking plus the additional ten reciprocal hotel parking spaces. The existing parking ratio for the building approaches six cars per 1000 square feet of building area and the re-designation of parking stalls will not impact the parking for the building and the intended use. The tenant envisions four to five employees with the remaining parking available for customer parking. Because their automobiles are high-end (high-line) expensive vehicles they typically experience low customer volume that is often by appointment.

As a bit of history, the Roche-Bobois building is part of our South Coast Corporate Center project that was approved under the PDC zone. We developed the subject building along with the three adjacent multi-story office buildings and the Hilton hotel approximately thirty years ago. We believe that the high-end (high-line) automobile showroom concept is a unique use for the building, the adjacent hotel

Mrs. Willa Bouwens-Killeen, AICP
April 28, 2015
Page 2

and office tenants, given the quality of the anticipated product.

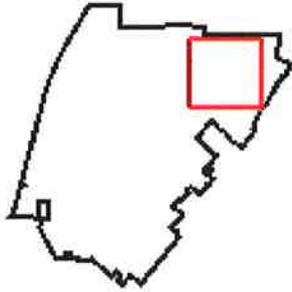
In closing, hopefully the City will find this re-designation of "display" parking in a favorable light and we can consummate a transaction with this particular user. Thank you for your consideration regarding this request.

Best Regards,



Gregory L. Butcher
Managing Member

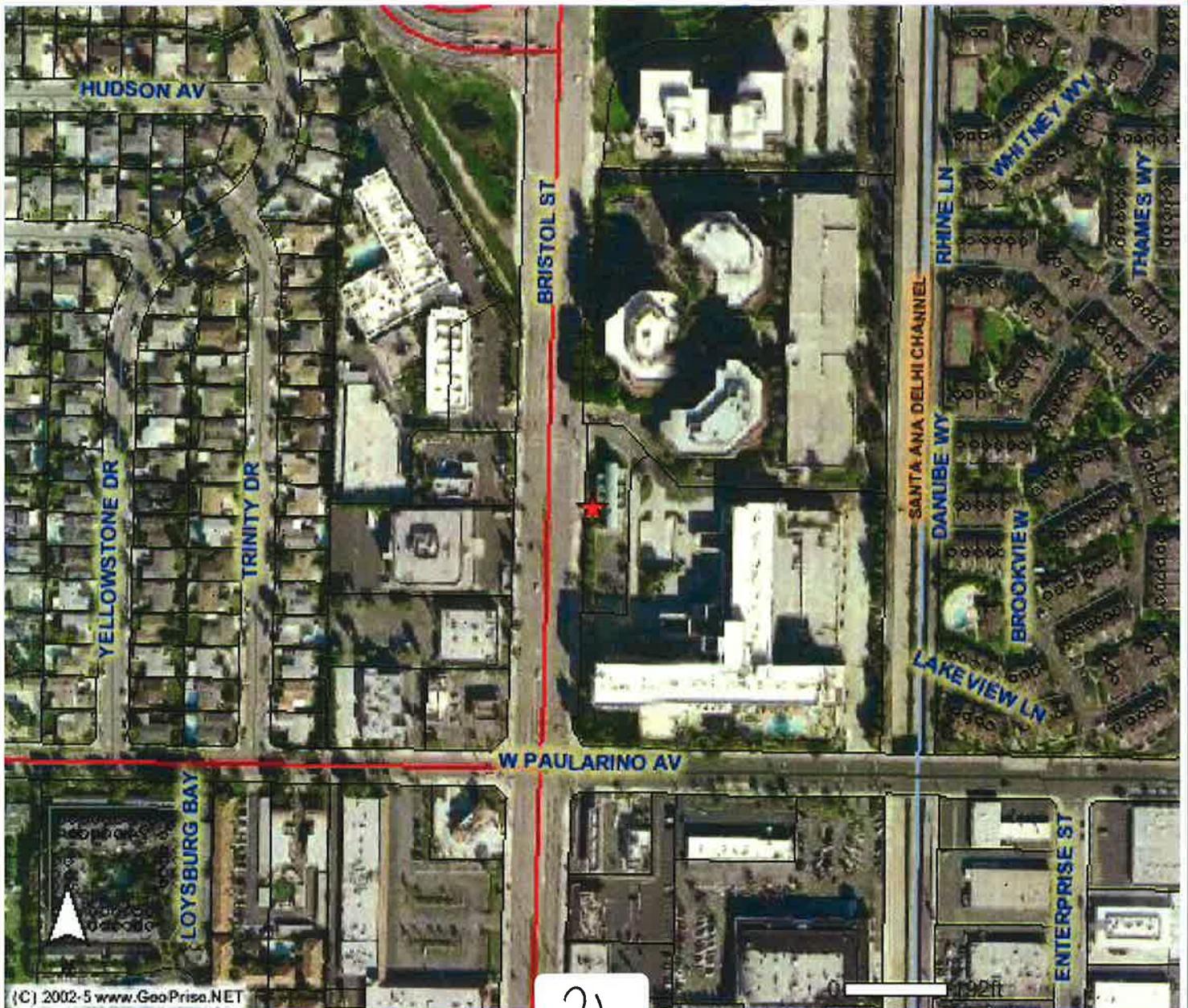
Overview Map



Legend

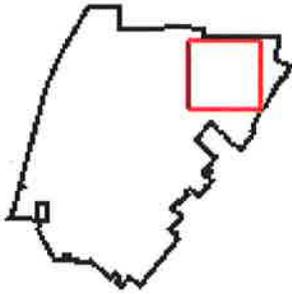
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|----------------|----------------|----------------|-----------|
| Address Points | Roads | Major | SECONDARY |
| Freeway | Collector | Newport Blvd | Hydrology |
| | Freeway (cont) | Primary (cont) | Channels |

Map Display



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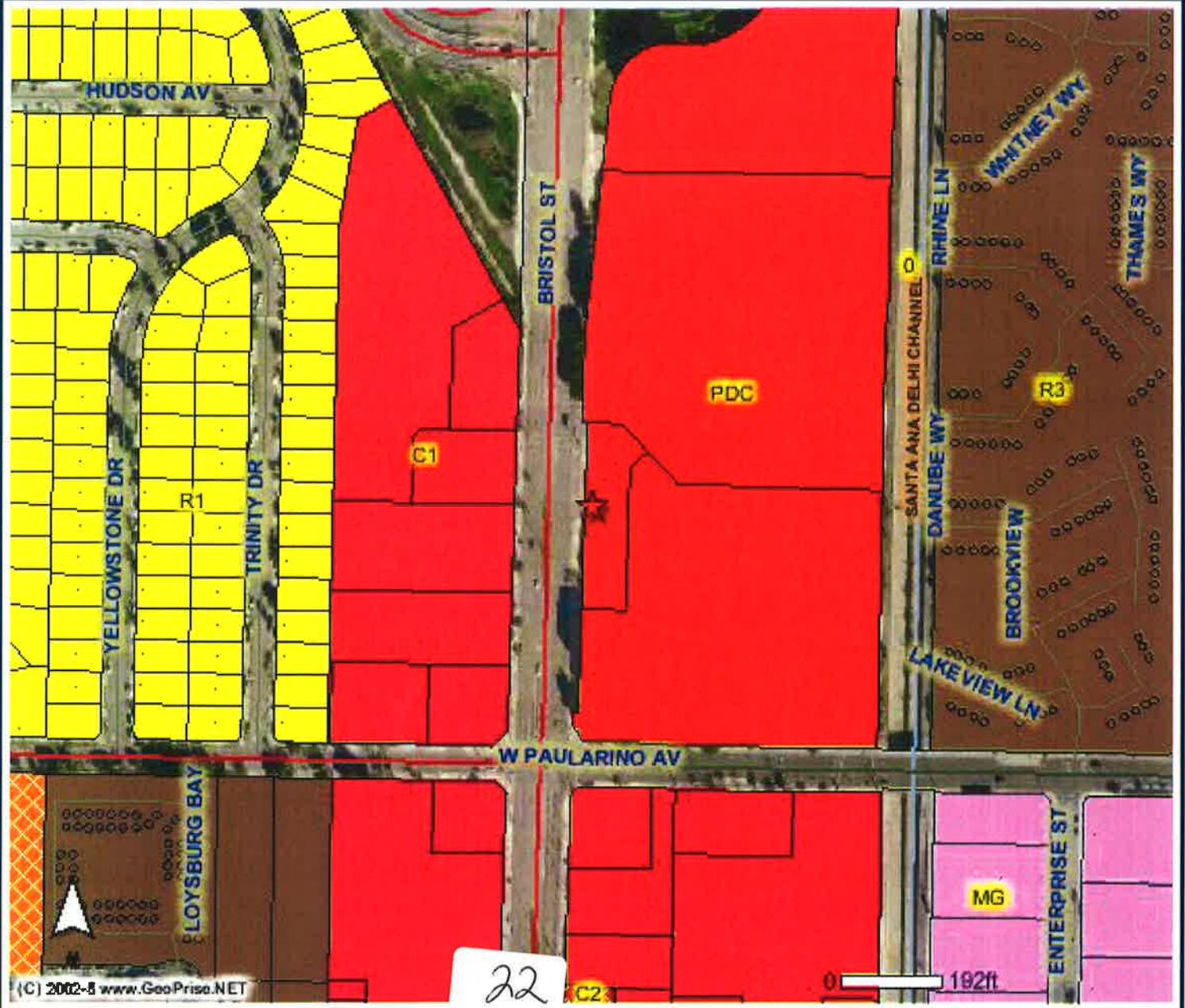
Overview Map

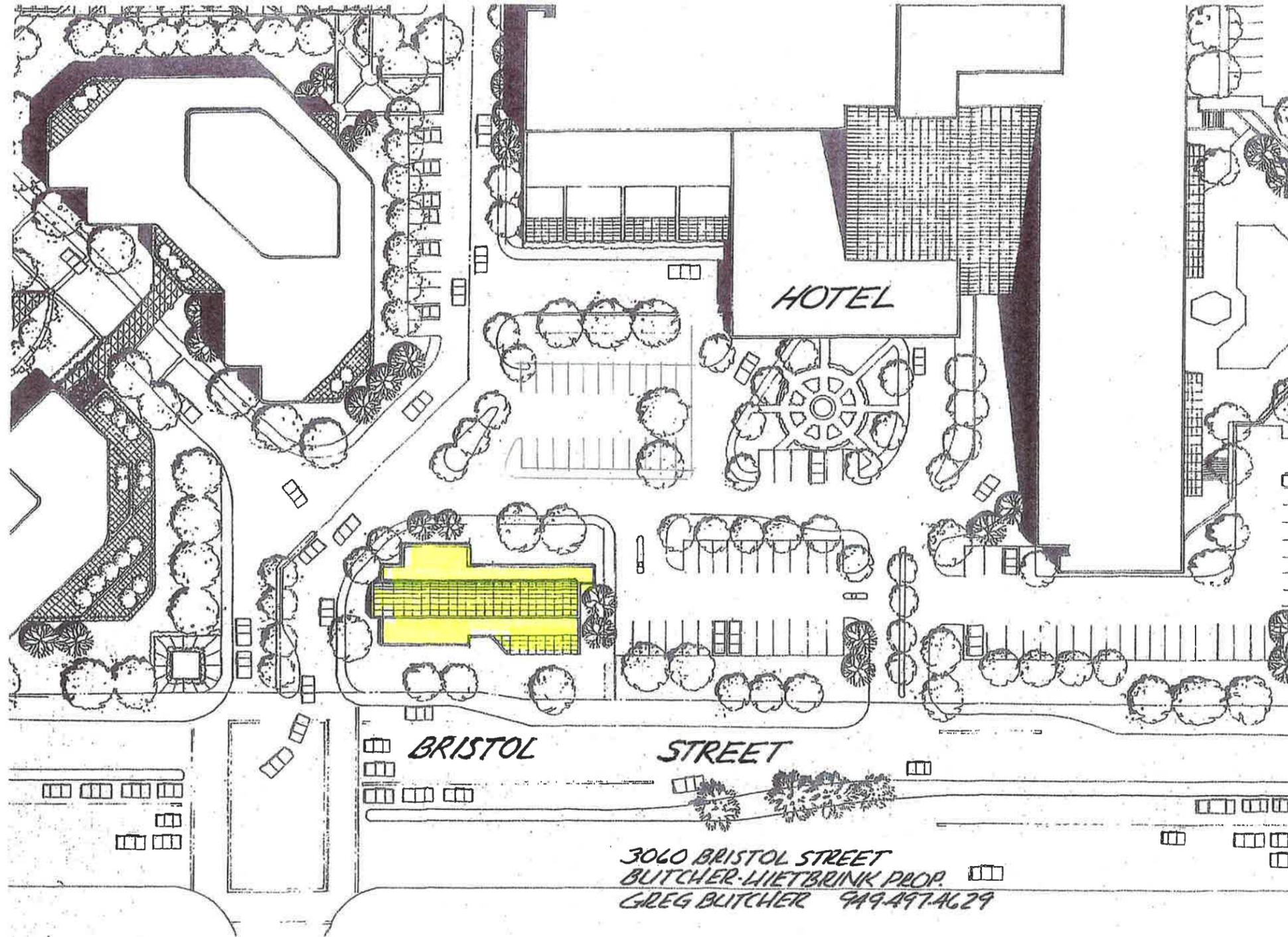


Legend

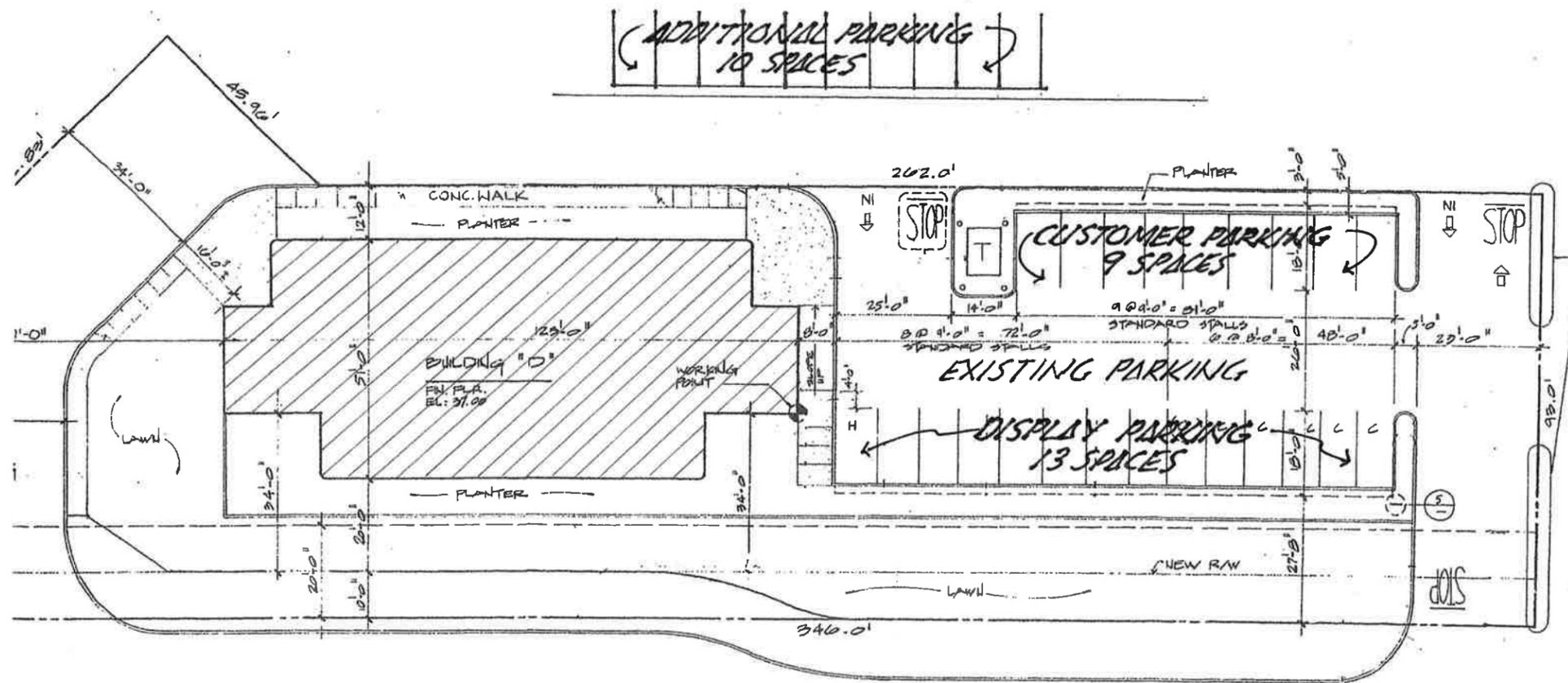
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| Address Points | Collector Freeway | SECONDARY Hydrology Channels | Street Centerlines |
| Freeway Roads (cont) | Major Newport BLVD Primary (cont) | Street Names | Parcel Lines City Boundary |

Map Display





3060 BRISTOL STREET
BLITCHER-LIETBRINK PROP.
GREG BLITCHER 949-497-4629



SITE PLAN - 3060 BRISTOL STREET

BUTCHER HIETBRINK PROPERTIES
GREG BUTCHER 949.494.3165

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

LATHAM & WATKINS
20th floor
650 Town Center Drive
Costa Mesa, CA 92626-1925
Attn: Joseph I. Bentley

323.00
C10

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

2:50 PM MAR 7 '91

Lee A. Branch RECORDER

(Space above for Recorder's use only)

RECIPROCAL PARKING AGREEMENT

THIS INSTRUMENT is made as of January 11, 1991 by and between RED LION INN - COSTA MESA, a California general partnership ("Lion"), and CALIFORNIA PACIFIC PROPERTIES, a California general partnership ("Cal Pac").

RECITALS

A. Lion is the owner of Parcel 3 on Parcel Map 83-382 in book 185, pages 19 through 21, of Parcel Maps of Orange County, California (the "Hotel Parcel") located near the northeast corner of Bristol Street and Paularino Avenue, improved with a 9-story, 500-room hotel and appurtenances (the "Hotel"). Cal Pac is the Owner of Parcel 2 on said Parcel Map (the "Cal Pac Parcel"), improved with an approximately 6,000 square foot financial institution building located easterly of the Hotel Parcel and known as 3060 Bristol Street, Costa Mesa, California.

B. The Cal Pac Parcel contains 23 surface parking spaces and related parking areas as more particularly described on Exhibit 1 and shown on Exhibit 3 attached hereto ("Parking Area A"). The Hotel Parcel contains 10 surface parking spaces located (i) along the westerly side of the downramp leading to Lion's underground parking, which downramp lies westerly of the Hotel, and (ii) along the easterly side of an existing wall and frontage roadway separating such spaces from the Cal Pac Parcel, as described on Exhibit 2 and depicted on Exhibit 3 hereto ("Parking Area B").

C. Cal Pac wishes to share with Lion, after Normal Business Hours, use by Lion of Parking Area A in exchange for the use by Cal Pac of Parking Area B during Normal Business Hours. Each party is agreeable to such reciprocal parking use as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Cal Pac Parcel. Cal Pac hereby grants to Lion, and its successors in interest and assigns and their respective permittees, the perpetual right and non-exclusive easement after 6:00 p.m. for the purpose of parking automobiles on all surface parking spaces, to the extent then unoccupied, as existing from time to time upon Parking Area A, together with vehicular and pedestrian ingress and egress thereto. All such vehicles must be removed prior to 7:00 a.m. or other reasonable time or times prior to the start of Normal Business Hours. As used in this instrument, "Normal Business Hours" shall be between 7:30 a.m. and 6:00 p.m. on weekdays and such reasonable hours on Saturdays as may be established at any time by prior written notice to Lion by Cal Pac.

2. Hotel Parcel. Lion hereby grants to Cal Pac, and its successors in interest and assigns and their respective permittees, the perpetual right and easement at all times during Normal Business Hours for the purpose of parking automobiles on the 10 existing surface spaces within Parking Area B, together with vehicular and pedestrian ingress and egress thereto.

3. Mutual Parking Requirements. Each of the parties hereto reserves the right to install and operate, at some future time, controlled access gates or similar devices and to impose parking charges as to any or all of their respective spaces now subject to this instrument (the "Shared Parking Spaces"); provided, however, that no such controls shall impede the free and unrestricted access of the other party entitled to park on any Shared Parking Spaces during the times permitted above. Unless otherwise agreed with the other party in writing, no party hereto shall have any obligation (i) to provide any security guards, parking attendants or other personnel or facilities to park or safeguard vehicles using any Shared Parking Spaces owned by that party, or (ii) to pay for any costs of repair, maintenance, upkeep or replacement of any Shared Parking Spaces owned by the other party. Each party at its sole expense may post signs on the other party's property, at such locations and of such type, size, color and content and with text as may be reasonably satisfactory to the other party, identifying the Shared Parking Spaces and giving public notice of the times during which such spaces are to be available solely to the party benefitted by the applicable easement. Neither party shall make any other alterations to Shared Parking Spaces owned by the other party. Each party also agrees to cooperate with the other in providing lists of employees' vehicle license numbers on request and allowing the other party at its expense to attach violation stickers or notices, or thereafter to tow or take other reasonable enforcement measures against any unauthorized vehicle which is parked in spaces belonging to the other party during times other than those permitted in this instrument. Each party shall exercise its easement rights hereunder at its own risk, but shall be accountable to the other for the conduct and behavior of its permittees, and shall defend, indemnify and hold harmless the other party and its permittees from and against any liability arising from harm, injury, damage, loss, cost or expense (including but not limited to reasonable attorneys fees) relating to any use of this reciprocal easement by that party or its permittees.

4. Default and Remedies. If either party breaches any provision of this instrument and fails to cure such breach within 10 days after written notice in the case of a monetary default, or within 30 days in case of a non-monetary default reasonably capable of being cured in 30 days (or, if not, if such cure has not been commenced promptly within such 30 day period and thereafter diligently pursued to completion), then the other party in its sole discretion may bring a suit for damages or for declaratory relief, or an action in equity for specific performance to enforce compliance or to enjoin the continuation of any such breach, and may enforce any other rights or remedies to which such party may be entitled by law or equity, whether or not set forth herein.

5. Rights of Lenders. No breach or violation of this instrument shall defeat, impair or render invalid the lien of any mortgage, deed of trust or similar instrument which secures a loan made in good faith and for value to either party and encumbering its respective Property (herein "Mortgage"), and no provision herein shall supersede or in any way reduce the security or affect the validity of any such Mortgage, and any lien or charge attributable to the exercise of either party's rights hereunder shall be subject and subordinate to the lien and charge of any such Mortgage.

6. Miscellaneous. All provisions contained in this instrument are made for the direct, mutual and reciprocal benefit of each and every portion of the respective properties owned by the parties hereto, shall create mutual equitable servitudes and reciprocal rights and obligations between the parties, and shall operate as covenants running with the land for the benefit of all portions of such properties. All provisions contained herein shall be binding upon all successors in interest and assigns of the parties hereto, and shall constitute covenants running with the land for the benefit of each of the properties described above. Nothing contained herein shall create any relationship of partnership, joint venture or principal and agent between the parties hereto. This instrument shall be governed by and construed in accordance with the laws of the state of California. If any provision or its application shall to any extent shall be invalid or unenforceable, the remainder of the instrument shall be valid and enforceable to the fullest extent permitted by law. No waiver of any breach or violation of any provisions under this instrument shall be considered for any reason a waiver of any other breach at a later time of the same or of any other provision. All pronouns and any variations thereof shall be deemed to refer to all genders, and the singular and the plural shall each include the other, as the context may allow. All captions and headings herein are for convenience of reference only and shall not be considered in resolving any questions or interpretation or intent. This instrument shall

SIGNATURE AND NOTARIZATION FOR RED LION

"LION"

RED LION INN-COSTA MESA, a
California joint venture partnership
By its joint venturer:

RED LION, a California limited partnership
By RLA-GP, a Delaware corporation

By: [Signature]
Executive Vice President
Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

February
On January 15, 1991, before me, a Notary Public, personally appeared
H. Raymond Bingham, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the same in their
authorized capacities, and that by their authorized signatures on the instrument the
persons, or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

Signatures and notarizations for NEWPORT BEACH CAPITAL INVESTORS, L.T.D.

RED LION INN - COSTA MESA
By its joint venturers:

NEWPORT BEACH CAPITAL INVESTORS, L.T.D.
a California limited partnership

By its sole general partner:

NEWPORT BEACH GENERAL INVESTORS,
a California general partnership,

by any two or more of the following:

R. L. Barnett
R. L. Barnett, partner

Guy R. McComb
Guy R. McComb, partner

Eldon R. Hugie
Eldon R. Hugie, partner

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.

On January 14, 1991, before me, a Notary Public, personally appeared R. L. Barnett, Guy R. McComb and Eldon R. Hugie personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their authorized signatures on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Dawn Fulton
Notary Public

WP30\1\bcalf\calpec.3

EXHIBIT 1

LEGAL DESCRIPTION FOR PARKING AREA "A"

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 83-382 IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 185, PAGES 19, 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE SOUTH WESTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 83-382; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARCEL MAP SOUTH 89° 06' 09" EAST 93.00 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARCEL MAP, NORTH 00° 53' 51" EAST, 29.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 00° 53' 51" EAST, 131.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 89° 06' 09" WEST, THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98° 00' 00" A LENGTH 18.85 FEET; THENCE NORTH 89° 06' 09" WEST 51.00 FEET; THENCE SOUTH 00° 53' 51" WEST 125.00 FEET; THENCE SOUTH 89° 06' 09" EAST 57.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 6.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A LENGTH OF 9.42 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF SAID DESCRIBED PARCEL "A" BEING 7,898.17 SQUARE FEET MORE OR LESS.



THIS EASEMENT WAS PREPARED BY ME OR UNDER MY DIRECTION.

Albert J. Moko
ALBERT J. MOKO HCE # 25677
EXPIRES 12-31-93

CALIFORNIA PACIFIC PRIORITY

JAN 10 1991

RECEIVED

EXHIBIT 2

LEGAL DESCRIPTION FOR PARKING AREA "B"

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 83-382 IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 185, PAGES 19, 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL B:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 83-383; THENCE SOUTH 89° 06' 09" EAST 149.00 FEET; THENCE NORTH 88° 53' 51" EAST 81.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 88° 53' 51" EAST, 161.14 FEET; THENCE NORTH 45° 53' 51" EAST 16.00 FEET; THENCE SOUTH 53° 30' 42" EAST 43.54 FEET; THENCE SOUTH 88° 53' 51" WEST 149.00 FEET; THENCE NORTH 89° 06' 09" WEST 48.00 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF SAID DESCRIBED PARCEL "B" BEING 7,783.56 SQUARE FEET MORE OR LESS.

THIS EASEMENT WAS PREPARED BY ME OR UNDER MY DIRECTION.



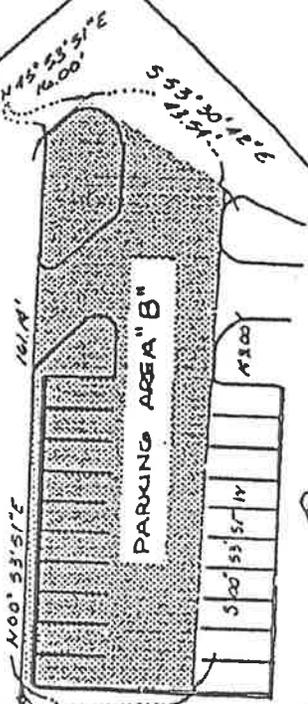
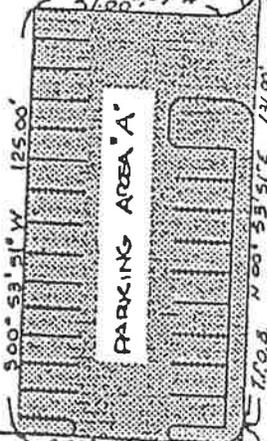
Albert J. Morouf
ALBERT J. MOROUF No. C25677
EXPIRES 12-31-91

EXHIBIT 3

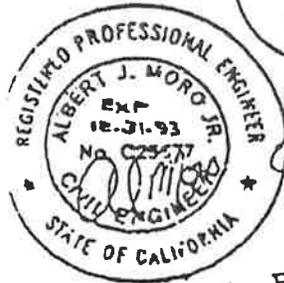
BRISIOL STREET
100° 53' 51" E
608.00'



PARCEL 2
P.M. 83-382
185/19
R=120'
Δ=90°00'00"
L=185'



PARCEL 3
P.M. 83-382
185/9



PARKING AGREEMENT

CALIFORNIA CIVIL, INC.

119/91

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

LATHAM & WATKINS
20th floor
650 Town Center Drive
Costa Mesa, CA 92626-1925
Attn: Joseph I. Bentley

(Space above for Recorder's use only)

RECIPROCAL PARKING AGREEMENT

THIS INSTRUMENT is made as of January 11, 1991 by and between RED LION INN - COSTA MESA, a California general partnership ("Lion"), and CALIFORNIA PACIFIC PROPERTIES, a California general partnership ("Cal Pac").

RECITALS

A. Lion is the owner of Parcel 3 on Parcel Map 83-382 in book 185, pages 19 through 21, of Parcel Maps of Orange County, California (the "Hotel Parcel") located near the northeast corner of Bristol Street and Paularino Avenue, improved with a 9-story, 500-room hotel and appurtenances (the "Hotel"). Cal Pac is the Owner of Parcel 2 on said Parcel Map (the "Cal Pac Parcel"), improved with an approximately 6,000 square foot financial institution building located easterly of the Hotel Parcel and known as 3060 Bristol Street, Costa Mesa, California.

B. The Cal Pac Parcel contains 23 surface parking spaces and related parking areas as more particularly described on Exhibit 1 and shown on Exhibit 3 attached hereto ("Parking Area A"). The Hotel Parcel contains 10 surface parking spaces located (i) along the westerly side of the downramp leading to Lion's underground parking, which downramp lies westerly of the Hotel, and (ii) along the easterly side of an existing wall and frontage roadway separating such spaces from the Cal Pac Parcel, as described on Exhibit 2 and depicted on Exhibit 3 hereto ("Parking Area B").

C. Cal Pac wishes to share with Lion, after Normal Business Hours, use by Lion of Parking Area A in exchange for the use by Cal Pac of Parking Area B during Normal Business Hours. Each party is agreeable to such reciprocal parking use as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Cal Pac Parcel. Cal Pac hereby grants to Lion, and its successors in interest and assigns and their respective permittees, the perpetual right and non-exclusive easement after 6:00 p.m. for the purpose of parking automobiles on all surface parking spaces, to the extent then unoccupied, as existing from time to time upon Parking Area A, together with vehicular and pedestrian ingress and egress thereto. All such vehicles must be removed prior to 7:00 a.m. or other reasonable time or times prior to the start of Normal Business Hours. As used in this instrument, "Normal Business Hours" shall be between 7:30 a.m. and 6:00 p.m. on weekdays and such reasonable hours on Saturdays as may be established at any time by prior written notice to Lion by Cal Pac.

2. Hotel Parcel. Lion hereby grants to Cal Pac, and its successors in interest and assigns and their respective permittees, the perpetual right and easement at all times during Normal Business Hours for the purpose of parking automobiles on the 10 existing surface spaces within Parking Area B, together with vehicular and pedestrian ingress and egress thereto.

3. Mutual Parking Requirements. Each of the parties hereto reserves the right to install and operate, at some future time, controlled access gates or similar devices and to impose parking charges as to any or all of their respective spaces now subject to this instrument (the "Shared Parking Spaces"); provided, however, that no such controls shall impede the free and unrestricted access of the other party entitled to park on any Shared Parking Spaces during the times permitted above. Unless otherwise agreed with the other party in writing, no party hereto shall have any obligation (i) to provide any security guards, parking attendants or other personnel or facilities to park or safeguard vehicles using any Shared Parking Spaces owned by that party, or (ii) to pay for any costs of repair, maintenance, upkeep or replacement of any Shared Parking Spaces owned by the other party. Each party at its sole expense may post signs on the other party's property, at such locations and of such type, size, color and content and with text as may be reasonably satisfactory to the other party, identifying the Shared Parking Spaces and giving public notice of the times during which such spaces are to be available solely to the party benefitted by the applicable easement. Neither party shall make any other alterations to Shared Parking Spaces owned by the other party. Each party also agrees to cooperate with the other in providing lists of employees' vehicle license numbers on request and allowing the other party at its expense to attach violation stickers or notices, or thereafter to tow or take other reasonable enforcement measures against, any unauthorized vehicle which is parked in spaces belonging to the other party during times other than those permitted in this instrument. Each party shall exercise its easement rights hereunder at its own risk, but shall be accountable to the other for the conduct and behavior of its permittees, and shall defend, indemnify and hold harmless the other party and its permittees from and against any liability arising from harm, injury, damage, loss, cost or expense (including but not limited to reasonable attorneys fees) relating to any use of this reciprocal easement by that party or its permittees.

4. Default and Remedies. If either party breaches any provision of this instrument and fails to cure such breach within 10 days after written notice in the case of a monetary default, or within 30 days in case of a non-monetary default reasonably capable of being cured in 30 days (or, if not, if such cure has not been commenced promptly within such 30 day period and thereafter diligently pursued to completion), then the other party in its sole discretion may bring a suit for damages or for declaratory relief, or an action in equity for specific performance to enforce compliance or to enjoin the continuation of any such breach, and may enforce any other rights or remedies to which such party may be entitled by law or equity, whether or not set forth herein.

5. Rights of Lenders. No breach or violation of this instrument shall defeat, impair or render invalid the lien of any mortgage, deed of trust or similar instrument which secures a loan made in good faith and for value to either party and encumbering its respective Property (herein "Mortgage"), and no provision herein shall supersede or in any way reduce the security or affect the validity of any such Mortgage, and any lien or charge attributable to the exercise of either party's rights hereunder shall be subject and subordinate to the lien and charge of any such Mortgage.

6. Miscellaneous. All provisions contained in this instrument are made for the direct, mutual and reciprocal benefit of each and every portion of the respective properties owned by the parties hereto, shall create mutual equitable servitudes and reciprocal rights and obligations between the parties, and shall operate as covenants running with the land for the benefit of all portions of such properties. All provisions contained herein shall be binding upon all successors in interest and assigns of the parties hereto, and shall constitute covenants running with the land for the benefit of each of the properties described above. Nothing contained herein shall create any relationship of partnership, joint venture or principal and agent between the parties hereto. This instrument shall be governed by and construed in accordance with the laws of the state of California. If any provision or its application shall to any extent shall be invalid or unenforceable, the remainder of the instrument shall be valid and enforceable to the fullest extent permitted by law. No waiver of any breach or violation of any provisions under this instrument shall be considered for any reason a waiver of any other breach at a later time of the same or of any other provision. All pronouns and any variations thereof shall be deemed to refer to all genders, and the singular and the plural shall each include the other, as the context may allow. All captions and headings herein are for convenience of reference only and shall not be considered in resolving any questions or interpretation or intent. This instrument shall

not be strictly construed against any party, regardless of which party may have been responsible for drafting or finalizing the same. This instrument may be executed in one or more counterparts, each of which when fully executed and delivered by each party shall constitute one and the same instrument, binding against all parties hereto. Liability of any party hereunder shall be limited solely to the entity assets of that party and shall not extend to the assets of any partner of such party.

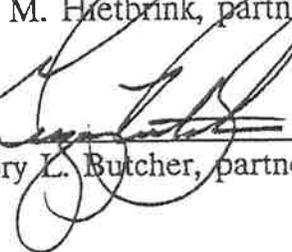
IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

"CAL PAC":

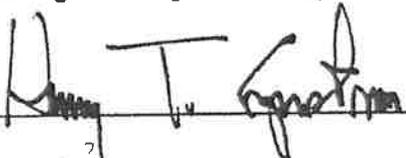
CALIFORNIA PACIFIC PROPERTIES
a California general partnership
By its general partners:

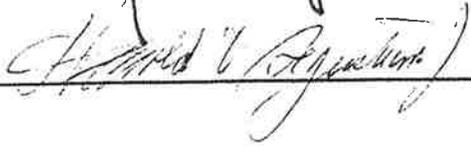
NEWPORT PACIFIC DEVELOPMENT GROUP,
a California general partnership

By: 
James M. Hietbrink, partner

By: 
Gregory L. Butcher, partner

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

By: 
Henry T. Segerstrom

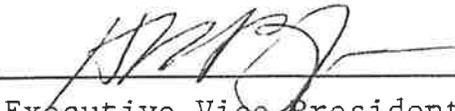
By: 
Harold V. Segerstrom

SIGNATURE AND NOTARIZATION FOR RED LION

"LION"

RED LION INN-COSTA MESA, a
California joint venture partnership
By its joint venturer:

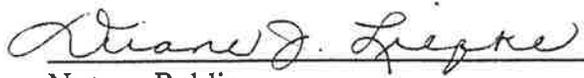
RED LION, a California limited partnership
By RLA-GP, a Delaware corporation

By: 
Executive Vice President,
Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On ^{February} ~~January~~ 15, 1991, before me, a Notary Public, personally appeared H. Raymond Bingham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their authorized signatures on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

Signatures and notarizations for NEWPORT BEACH CAPITAL INVESTORS, LTD.

RED LION INN - COSTA MESA

By its joint venturer:

NEWPORT BEACH CAPITAL INVESTORS, LTD.

a California limited partnership

By its sole general partner:

NEWPORT BEACH GENERAL INVESTORS,

a California general partnership,

by any two or more of the following:

Richard L. Barnett
R. L. Barnett, partner

Guy R. McComb
Guy R. McComb, partner

Eldon R. Hugie
Eldon R. Hugie, partner

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On January 14, 1991, before me, a Notary Public, personally appeared Richard L. Barnett, Guy R. McComb and Eldon R. Hugie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their authorized signatures on the instrument the persons, or the entity on behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Dawn Fulton
Notary Public

EXHIBIT 1

LEGAL DESCRIPTION FOR PARKING AREA "A"

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 83-382 IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 185, PAGES 19, 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE SOUTH WESTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 83-382; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARCEL MAP SOUTH 89° 06' 09" EAST 93.00 FEET; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARCEL MAP, NORTH 00° 53' 51" EAST, 29.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE NORTH 00° 53' 51" EAST, 131.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 12.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 89° 06' 09" WEST, THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A LENGTH 18.85 FEET; THENCE NORTH 89° 06' 09" WEST 51.00 FEET; THENCE SOUTH 00° 53' 51" WEST 125.00 FEET; THENCE SOUTH 89° 06' 09" EAST 57.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 6.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A LENGTH OF 9.42 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF SAID DESCRIBED PARCEL "A" BEING 7,898.17 SQUARE FEET MORE OR LESS.

THIS EASEMENT WAS PREPARED BY ME OR UNDER MY DIRECTION.



Albert J. Moro
ALBERT J. MORO RCE # 25677
EXPIRES 12-31-93

41

CALIFORNIA PACIFIC PROPERTIES

JAN 10 1991

RECEIVED

EXHIBIT 2

LEGAL DESCRIPTION FOR PARKING AREA "B"

THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 83-382 IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 185, PAGES 19, 20 AND 21 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL B:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP NO. 83-383; THENCE SOUTH 89° 06' 09" EAST 109.00 FEET; THENCE NORTH 00° 53' 51" EAST 81.50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 00° 53' 51" EAST, 161.14 FEET; THENCE NORTH 45° 53' 51" EAST 16.00 FEET; THENCE SOUTH 53° 30' 42" EAST 43.54 FEET; THENCE SOUTH 00° 53' 51" WEST 149.00 FEET; THENCE NORTH 89° 06' 09" WEST 48.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE AREA OF SAID DESCRIBED PARCEL "B" BEING 7,783.56 SQUARE FEET MORE OR LESS.

THIS EASEMENT WAS PREPARED BY ME OR UNDER MY DIRECTION.



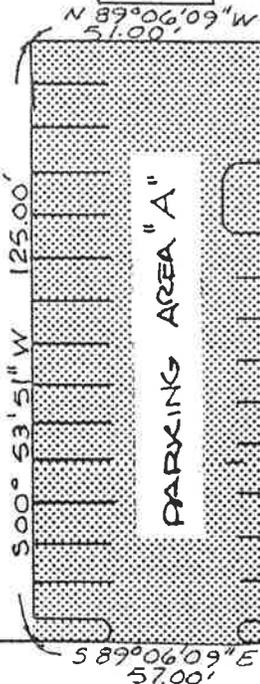
Albert J. Moro
ALBERT J. MORO RCE # 25677
EXPIRES 12-31-93

BRISTOL STREET
TO E PAULLARINO 608.00'
N00° 53' 51" E

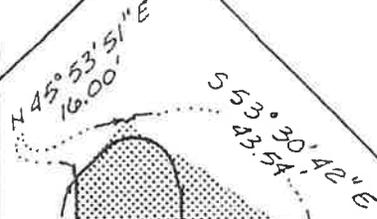


PARCEL 2
P.M. 83-382
185/19

R = 12.00'
Δ = 90° 00' 00"
L = 18.85'



PARKING AREA "A"



PARKING AREA "B"

PARCEL 3
P.M. 83-382
185/9

T.P.O.B. PARCEL "A"
N00° 53' 51" E 131.00'

T.P.O.B. PARCEL "B"
N89° 06' 09" W 48.00'

N00° 53' 51" E 81.50'

R = 6.00'
Δ = 90° 00' 00"
L = 9.42'

P.O.B. PARCEL "A" & "B"
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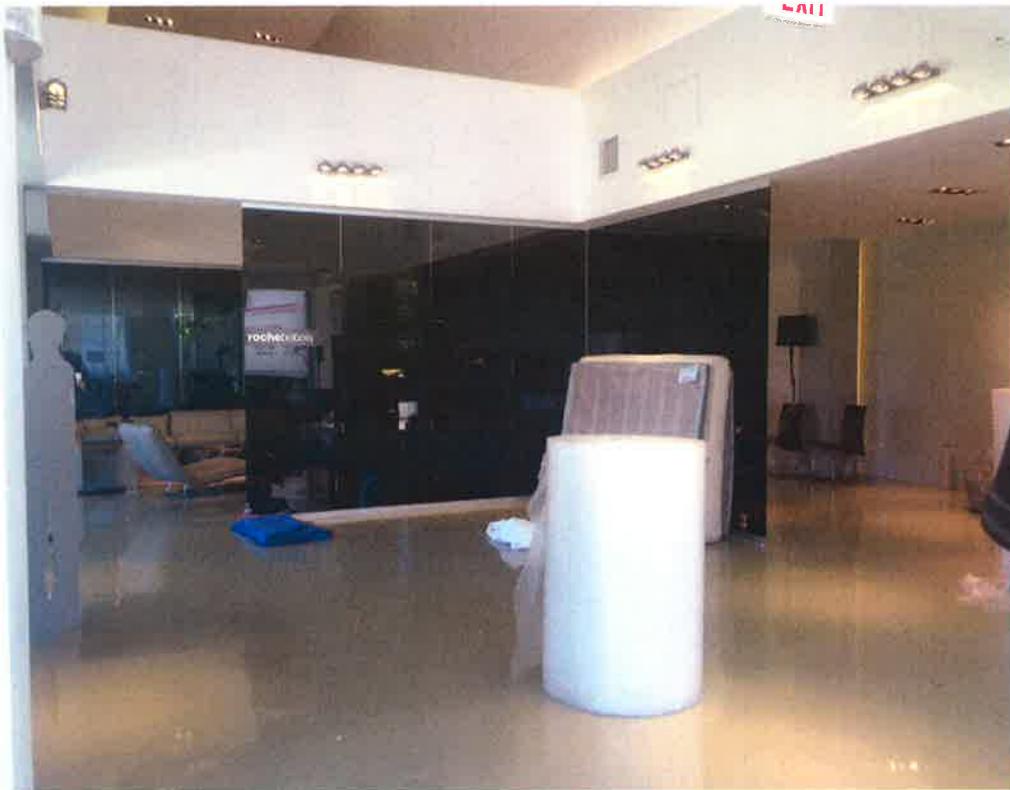
43

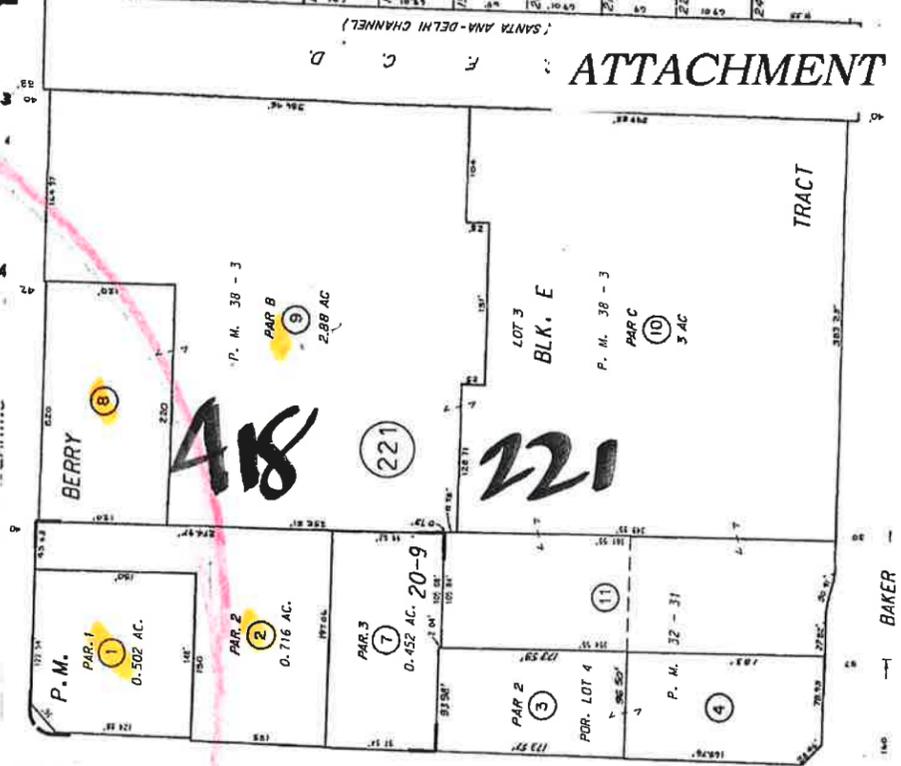
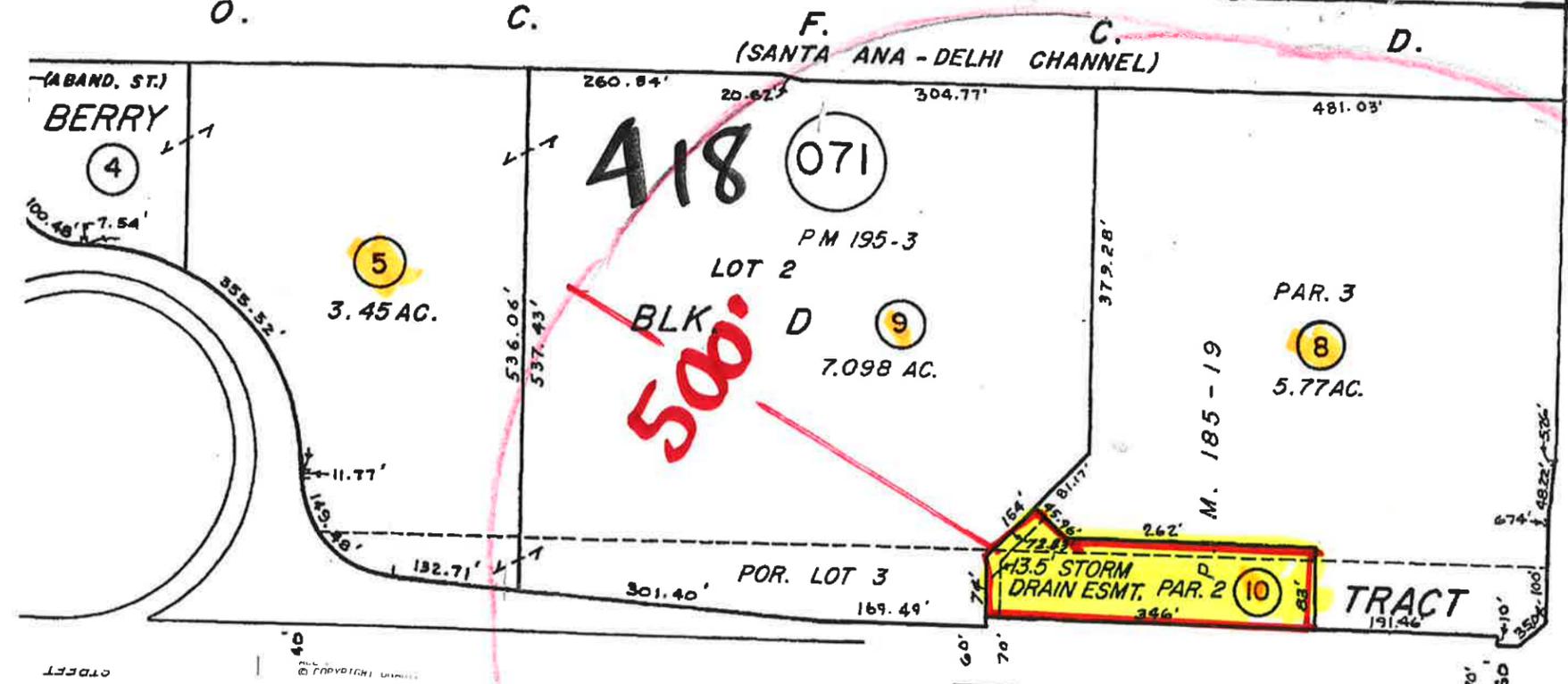
PARKING AGREEMENT

CALIFORNIA CIVIL, INC.











PLANNING COMMISSION

SUPPLEMENTAL MEMO

MEETING DATE JULY 27, 2015

ITEM NUMBER PH-4

SUBJECT: PLANNING APPLICATION PA-15-16: CONDITIONAL USE PERMIT FOR RETAIL SALES OF MOTOR VEHICLES WITH OUTDOOR DISPLAY AT 3060 BRISTOL STREET AND RECIPROCAL PARKING AT 3050 BRISTOL (HILTON HOTEL)

DATE: JULY 22, 2015

FROM: CHELSEA CRAGER, ASSISTANT PLANNER

CC

**FOR FURTHER INFORMATION CONTACT: CHELSEA CRAGER (714) 754-5609
Chelsea.crager@costamesaca.gov**

This memo is to provide a letter from Hilton Costa Mesa at 3050 Bristol Street as an attachment. Although a recorded reciprocal parking agreement between 3050 Bristol Street and 3060 Bristol Street was included as an attachment to the original staff report, staff requested that the applicant also provide a letter stating that the Hilton Hotel was aware of the subject conditional use permit application.

Attachments: 1 – Letter from Hilton Costa Mesa

Distribution: Director of Economic & Development/Deputy CEO
Assistant Development Services Director
Senior Deputy City Attorney
Public Services Director
City Engineer
Transportation Services Manager
Fire Protection Analyst
File (2)

Greg Butcher
400 Emerald Bay, Suite 100
Laguna Beach, CA 92651



Ms. Chelsea Crager
Assistant Planner
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

RE: 3060 Bristol Street CUP Application
Butcher-Hietbrink Properties LLC, Property Owner and Applicant

Dear Ms. Crager,

Hilton Hotels is aware of the CUP Application for additional display automobile parking on the subject property associated with the automobile showroom use, as well as the Reciprocal Parking Agreement involving our property and the Applicants property. The subject ten reciprocal parking spaces on the Hotel property are controlled, but will be accessible to Butcher-Hietbrink Properties for employee parking by access card or otherwise if and when required. Please let me know if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'Rob Gauthier', written over a thin horizontal line.

Rob Gauthier
General Manager

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PH-4

COLGAN, JULIE

From: r d <anonymous0032000-1@yahoo.com>
Sent: Thursday, July 23, 2015 9:50 PM
To: PLANNING COMMISSION
Subject: PA-15-16

PA-15-16 is set for public hearing on July 27, 2015 and is for a conditional use permit for 3060 Bristol St to operate basically as car dealership with less than necessary parking. The request should be denied for the following reasons:

-The locations isn't appropriate for car sales, and it may not even be zoned for a car sales. The surrounding areas are for and restaurants, offices, residences, furniture stores, and other activities that do not generate as much traffic as car sales. Car sales do not belong on Bristol. Instead car sales should remain on Harbor. Harbor is a wider and better maintained street than Bristol. Also Harbor already has a history for selling cars.

-That section of Bristol cannot handle the traffic for car sales. It is already very congested and takes several traffic light cycles to get through that section of Bristol. Likewise, that section of Bristol is very dilapidated and makes for a rough car ride. The traffic and road damage would be exacerbated by the volume of people visiting a car sales location if PA-15-16 is approved. The problems would also be worsened by the large industrial trucks needed to stock it with cars to display. The increased number of visitors and industrial trucks will also bring in more pollution and noise that will adversely affect the comfort and health of surrounding businesses, apartments, and homes. That will then negatively impact property values.

-Given the heavy traffic generated by car sales an exception should not be granted to operate with fewer parking spaces than required. The parking situation is already bad. After all, 3050 Bristol is not willing to make enough parking spaces available to 3060 Bristol for 3060 Bristol to comply with existing rules. This will likely result in visitors to 3060 Bristol parking in the parking structures and parking lots of surrounding businesses, adversely impacting their business. It may also result in visitors to 3060 Bristol parking in the surrounding residential neighborhoods, creating unnecessary congestion, pollution, noise, litter, and parking shortages there as well.

In short please reject PA-15-16 due to all the problems it creates. It is not appropriate for 3060 Bristol to negatively impact surrounding business, apartments, homes, city property, etc. 3060 Bristol should instead operate as a business that better fits the area it is in.

Thank you for your consideration of this matter.