

**Recording Requested By  
and When Recorded Return To:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: City Clerk

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(Space Above This Line For Recorder's Use Only)

**EASEMENT DEED AND EASEMENT AGREEMENT FOR THE OPEN SPACE EASEMENT**

**EASEMENT DEED**

**FOR VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, **THE PRESS OWNER, LLC**, a Delaware limited liability company, hereinafter referred to as “**Grantor**”, does hereby grant, convey and dedicate to the **CITY OF COSTA MESA**, a Municipal Corporation, hereinafter referred to as “**City**”, a perpetual easement for open space and public recreation purposes and incidents thereto upon, over and across those portions of that certain real property located in the City of Costa Mesa, County of Orange, State of California and more particularly described as follows (collectively, the “**Open Space Easement**”):

SEE EXHIBITS A, B, C AND D, EACH ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE (collectively, the “**Open Space Easement Area**”)

**EASEMENT AGREEMENT FOR THE OPEN SPACE EASEMENT**

**THIS EASEMENT AGREEMENT FOR THE OPEN SPACE EASEMENT** for public recreational purposes and maintenance commitments by Grantor as set forth herein (“**Easement Agreement**”) is made and entered into by and between the City and Grantor.

***RECITALS***

**WHEREAS**, Grantor is the owner and developer of real property in the City of Costa Mesa commonly known and described as 1375 Sunflower Avenue, Costa Mesa, California, and more particularly described in Attachment A, attached hereto and incorporated herein by this reference (“**Grantor Property**”).

**WHEREAS**, pursuant to the terms of that certain Trail Easement Agreement dated as of November \_\_, 2023 and recorded in the Official Records of Orange County, California prior to the recordation of this Easement Agreement (the “**Hive Trail Easement Agreement**”), The Hive Creative Office, Inc., a Delaware corporation (“**Hive Owner**”) granted to Grantor an easement in and to the real property more particularly described in Exhibits A and B attached hereto and consented to the grant of the Open Space Easement to the City by Grantor subject to and in accordance with the terms and conditions of this Easement Agreement.

## ATTACHMENT 2

**WHEREAS**, Grantor has agreed to dedicate the Open Space Easement for open space and public recreation purposes and thereafter maintain the Open Space Easement Area, including landscape maintenance, and keep the Open Space Easement Area open to the public;

**WHEREAS**, Grantor intends to construct and maintain upon the Open Space Easement Area certain recreational improvements, including, but not limited to, a multi-use pedestrian and bicycle path, signage, metal handrails, fencing, landscaping, gateways, paving, workout facilities, and seating;

**WHEREAS**, Grantor enters into this Easement Agreement pursuant to the Conditions of Approval (defined below).

### ***AGREEMENT***

**NOW, THEREFORE**, for and in consideration of the covenants herein contained, performed and to be performed, the parties hereto agree as follows:

**1. Definitions.** The following definitions shall be used:

- a. **Conditions of Approval** means the document outlining the conditions imposed by the City in conjunction with its approval of Zoning Application PA-17-03 A2 Master Plan Amendment for 1375 Sunflower Avenue, attached hereto as Attachment B.
- b. **City** means the City of Costa Mesa, including its elected and appointed officials, employees, agents and contractors.
- c. **Grantor** means **THE PRESS OWNER, LLC**, a Delaware limited liability company, including its successors, heirs and assigns.
- d. **Hive Owner** means **THE HIVE CREATIVE OFFICE, INC.**, a Delaware corporation, including its successors, heirs and assigns.
- e. **Improvements** means the multi-use pedestrian and bicycle path, signage, metal handrails, fencing, landscaping, gateways, paving, workout facilities and seating now constructed or at any time in the future constructed or placed upon the Open Space Easement Area, including any future replacements and additions.
- f. **Open Space Easement Area** means the multi-use recreational path area running from Sunflower Avenue to South Coast Drive, as more specifically described in Exhibits A through D of the Easement Deed granted herein above.
- g. **Press Property** means that certain real property in the City of Costa Mesa commonly known and described as 1375 Sunflower Avenue, Costa Mesa, California, and more particularly described in Attachment A.
- h. **Safety Hazard** means an open and observable real property condition or practice that, if not fixed, could cause a serious accident, injury, illness, or death, as reasonably determined by the City.

**2. Construction of Improvements.** Grantor shall construct and maintain the Improvements in the Open Space Easement Area according to the Conditions of Approval and this Easement Agreement.

3. **Maintenance of Open Space Easement Area and Improvements.** Grantor agrees to maintain the Improvements in the Open Space Easement Area in a condition reasonably acceptable to City and to repair any material defects or deficiencies as they may occur. Any condition in the Open Space Easement Area that may present a Safety Hazard to the public shall be promptly repaired upon Grantor becoming or being made aware of the Safety Hazard or within five (5) working days from Grantor's receipt of written notification of a Safety Hazard within the Open Space Easement Area by the City. Grantor shall immediately block access to the applicable portion of the Open Space Easement Area, or take other reasonable and necessary steps, to protect the public from such Safety Hazard(s) until it is repaired. If such Safety Hazard cannot reasonably be repaired within such five (5) working day period, Grantor shall commence such repairs within such five (5) working day period and thereafter diligently pursue completion of such repairs. Failure of Grantor to repair, or commence the repair of, a Safety Hazard, within five (5) working days' notice from the City constitutes a material breach of this Easement Agreement.

4. **Labor and Equipment.** Grantor agrees to furnish all labor, tools, equipment and material for the maintenance and repair of the Open Space Easement Area, including its Improvements. Grantor further agrees that all work done or undertaken by Grantor on the Open Space Easement Area, including the construction, maintenance and repair of the Improvements, shall be done independently and not as an agent, servant or contractor for City.

5. **Authorization to Enter Open Space Easement Area.** Grantor agrees and authorizes the City, its employees, officers and agents, as well as the public at large, to enter into and upon the Open Space Easement Area, including use of the gates at the entrance and exit of the Open Space Easement Area for open space and public recreational purposes only, which such City and/or public access may be restricted by Grantor upon written authorization of the City, in the City's sole discretion.

6. **Public Access to Open Space Easement Area.** Grantor specifically acknowledges that the Open Space Easement Area, including the gates at the entrance and exit of the Open Space Easement Area, shall be open to the general public for open space and public recreational purposes. Grantor further agrees that at no time shall Grantor prevent, deter or hinder City or any member of the general public from entering into, upon, or onto the Open Space Easement Area; provided, however, that City, in its sole discretion, may allow restrictions to public access to the Open Space Easement Area, including allowing Grantor to close the gates between dusk and dawn, or during such other times designated by the City, and further provided, however, that Grantor shall have the right to temporarily restrict the general public's access to the Open Space Easement Area as necessary or convenient from time to time in order to implement Grantor's construction, maintenance and repair obligations as set forth in this Easement Agreement. Without limiting the generality of the foregoing, Grantor shall have the right to install temporary access barriers to effectuate such restricted access, provided, however, that such restricted access shall not exceed three (3) days duration at any one time or a total of ten days in any 365 day period without written authorization by the City.

7. **Damage to Open Space Easement Area and Improvements.** Grantor agrees and hereby assumes all responsibility for any damages arising out of or resulting from Grantor's acts or omissions with regard to the Open Space Easement Area, including its Improvements thereon, as required by the terms of this Easement Agreement. As set forth herein, Grantor shall repair and replace damaged facilities, equipment, or landscaping within the Open Space Easement Area, including the Improvements thereon, as needed, regardless of the source of the damage.

**8. Indemnification and Hold Harmless.** Grantor hereby accepts and assumes any and all liability for any injury or property damage occurring on or about the Open Space Easement Area, including the Improvements thereon, to the extent such liability exists against Grantor under California law. Grantor assumes all liability for claims arising out of or resulting from Grantor's acts or omissions in connection with the construction, maintenance and repair of the Open Space Easement Area and the Improvements including, but not limited to, claims for injuries sustained by any member of the public or other third parties, including agents and employees of City, from any alleged defect or dangerous condition related to the construction or maintenance of the Improvements in the Open Space Easement Area caused by the act or omission of Grantor. Grantor shall defend with the attorneys reasonably acceptable to City, indemnify, and hold free and harmless the City, its elected and appointed officials, officers, agents and employees, from and against any and all claims, demands, suits, actions, liabilities, expenses, damages (other than special, consequential, exemplary or punitive damages), or proceedings of any kind or nature, including, but not limited to, all civil claims, arising out of or relating to the construction, use, operation, repair, replacement, maintenance of the Open Space Easement Area and/or Improvements, in connection with this Easement Agreement. Grantor's obligation to defend, indemnify, and hold free and harmless the City from such costs and liabilities shall continue in full force and effect and shall survive termination or expiration of this Easement Agreement (but shall survive only with respect to the period in which this Easement Agreement was in full force and effect, and shall not extend to any claims arising after this Easement Agreement has been terminated or expired). The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Grantor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the acts, errors, or omissions of Grantor, its employees, and/or authorized subcontractors in connection with this Easement Agreement, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the maintenance or lack thereof performed, the Improvements installed, repaired, or maintained by Grantor, its employees, and/or authorized subcontractors under this Easement Agreement, whether or not Grantor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Grantor shall not be liable for the defense or indemnification of the City for claims, damages, costs, liabilities, actions, complaints or suits arising out of the gross negligence or willful misconduct of the City, its elected and appointed officials, officers, agents and/or employees.

**9. Insurance.** Grantor, its successors and assigns, shall obtain and maintain during the life of this Easement Agreement the following insurance coverage covering the Open Space Easement Area and its the Improvements, including the use of the Open Space Easement Area by the public:

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury, with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Grantor's commercial general liability insurance policy shall contain or be endorsed to contain to the following provisions:
  - i. Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject property pursuant to contract with City."
  - ii. Notice: "Said policy shall not terminate, nor shall it be canceled, nor the coverage reduced, until thirty (30) days (or until ten (10) days in the case of non-payment of premium) after written notice is given to City."

- iii. Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- b. Grantor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, promptly following the full execution and delivery of this Easement Agreement and shall provide renewal certificates to the City prior to expiration of each policy period.
- c. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Easement Agreement, or the extent to which Grantor, its heirs, successors, agents and/or assigns, may be held responsible for payments of damages to persons or property.

**10. Covenants to Run With the Property.** This Easement Agreement shall run with the Grantor Property and shall be binding upon inure to the benefit of Grantor and the City, and their respective successors, assigns, heirs and legal representatives and shall continue in effect for so long as the Open Space Easement Area exists or until this Easement Agreement is terminated or expires.

**11. Sale or Transfer of Property; Successors and Assigns.** This Easement Agreement and the covenants made herein shall continue in effect and shall be binding on all successors, assigns, heirs and legal representatives of the parties hereto. The rights and obligations of this Easement Agreement shall be binding upon any new or successor owner(s) of the Grantor Property and such new or successor owner(s) shall thereafter be deemed the Grantor as set forth in this Easement Agreement during the period it owns the fee interest in the Grantor Property; provided that Grantor may not transfer its fee interest in the Grantor Property without also transferring and the new or successor owner assuming all corresponding obligations, duties and reservations contained in this Easement Agreement. Without limiting the scope of the foregoing, Grantor specifically acknowledges that any new or successor owner(s) of the Grantor Property shall be subject to the requirements for indemnification and insurance as set forth herein for the period of the new or successor owner(s) ownership of the Grantor Property. Grantor agrees to disclose this Easement Agreement to any prospective purchasers or transferees of the Grantor Property (it being understood that by recording this Easement Agreement against title to the Grantor Property, Grantor shall be deemed to have satisfied such disclosure obligations and such prospective purchasers or transferees shall be deemed to have imputed knowledge of this Easement Agreement), and any such new or successor owner of the Grantor Property shall, upon the reasonable request of the City, execute such acknowledgements, assignments or agreements demonstrating he/she/it is aware of this Easement Agreement and agrees to the terms hereof. The foregoing notice requirements shall not apply to a lender or mortgagee succeeding to the interest of Grantor in or to the Grantor Property or any portion thereof.

Grantor shall notify City within thirty (30) days following the sale, transfer or assignment by Grantor of its fee interest in the Grantor Property, including with such notice the name and contact information for the new or successor owner of the Grantor Property. Upon any such sale, transfer or assignment of the Grantor Property by Grantor, the rights and obligations of Grantor hereunder shall automatically be transferred and assigned to the new or successor owner of the Grantor Property and that owner shall thereafter be deemed the Grantor hereunder, and the former Grantor (as the former owner of the Grantor Property) shall be released from any further obligations arising under this Easement Agreement from and after the date of the transfer of the fee interest in the Grantor Property to the new Grantor owner. The foregoing requirements set forth in this paragraph shall not apply to a lender or mortgagee succeeding to the interest of Grantor in or to the Grantor Property or any portion thereof.

**12. Violation of Agreement.** The parties agree that any violation of this Easement Agreement by Grantor could cause the City irreparable harm for which monetary damages would be an inadequate remedy. Therefore, the parties agree that City shall be entitled to equitable relief to enforce the terms hereof, including, but not limited to, specific performance and/or appropriate injunctive relief. The parties agree that the rights and remedies set forth herein are not exclusive and that exercise by either party of any right or remedy does not preclude exercise of any rights or remedies available at law or in equity.

**13. Confirmation of Compliance.** Upon request by Grantor or Hive Owner from time to time, and within thirty (30) days of such request, City shall execute and deliver to Grantor, its members, investors and lenders, and to any prospective purchaser or transferees of the Grantor Property or the Hive Property, or their respective lenders and investors, written confirmation that this Easement Agreement remains unmodified and in full force and effect and no breach or default by Grantor exists hereunder, or if a breach or default does exist, specifying each such default and whether any amounts are due from Grantor, and the amount so due hereunder.

**14. Notice Pursuant to California Civil Code Section 813.** The right of the public or any person to make any use whatsoever of the Open Space Easement Area or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to control of the Grantor or the City as set forth herein (See Section 813, Civil Code). By this Easement Deed and Easement Agreement, Grantor grants express permission for use of the Open Space Easement Area by the City and the general public on the terms and conditions set forth herein. No use of the Open Space Easement Area or any other portion of Grantor Property or other lands owned by Grantor, by the City and/or by members of the general public, and no construction, maintenance, repair or use of improvements thereof by the City, members of the general public or any third party, shall ripen to confer on the City or any member of the general public, or any other party a vested, prescriptive or other right, title or interest in or to the Open Space Easement Area (except as expressly set forth herein) or any other portion of Grantor Property or other lands owned by Grantor.

**15. Waiver.** The delay or failure of the parties at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Easement Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**16. Amendments or Modifications.** Any supplement, modification or amendment of this Easement Agreement shall be valid only if executed in writing and signed by both City and Grantor or their successors in interest.

**17. Notices.** All notices permitted or required under this Easement Agreement shall be delivered to the respective parties at the following addresses or at such other address as the parties may provide:

**GRANTOR:**

THE PRESS OWNER, LLC  
c/o Invesco Advisers, Inc.  
2001 Ross Avenue, Suite 3400  
Dallas, Texas 75201  
Attention: The Press Asset Manager



With copies to:

THE PRESS OWNER, LLC  
c/o Invesco Real Estate  
620 Newport Center Drive, Suite 300  
Newport Beach, CA 92660  
Attention: Senior Asset Manager

**CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: City Manager

With copies to:

JONES MAYER  
3777 N. Harbor Boulevard  
Fullerton, CA 92835  
Attention: Costa Mesa City Attorney

Such communications shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal or overnight delivery (including Federal Express); and (b) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any party may change the designations set forth herein upon written notice to the other party.

**18. Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Easement Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**19. Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Easement Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

**20. Severability.** If any provision of this Easement Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Easement Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**21. Authority.** The persons executing this Easement Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Easement Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Easement Agreement.

## ATTACHMENT 2

22. **Recordation.** Upon execution of this Easement Agreement, it shall be recorded in the Official Records of the Clerk-Recorder of Orange County, California.

23. **Effective Date.** This Easement Agreement shall become effective upon the date a duly executed and acknowledged original of this Easement Agreement is recorded in the Official Records of the Clerk-Recorder of Orange County.

24. **Entire Agreement.** This Easement Agreement and the both the attachments and exhibits attached hereto constitute the entire understanding and agreement of the parties with respect to the subject matter set forth herein and supersedes any and all other previous agreements whether oral or written, between the parties hereto. Each party to this Easement Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

25. **Attachments.** This document includes the following exhibits and attachments which are attached hereto and made part hereof:

EXHIBIT A (East Portion of Rail Trail, Legal Description)  
[*Hive Property Easement Area*]  
See attached

EXHIBIT B (East Portion of Rail Trail, Open Space Easement)  
[*Diagram of Hive Property Easement Area*]  
See attached

EXHIBIT C (West Portion of Rail Trail, Legal Description)  
[*Press Property Easement Area*]  
See attached

EXHIBIT D (West Portion of Rail Trail, Open Space Easement)  
[*Diagram of Press Property Easement Area*]  
See attached

Attachment A (Property, Legal Description) (*Press Property*)  
See attached

Attachment B (Conditions of Approval PA-17-02 A2)  
See attached


**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed and Agreement as of the date and year first written above.

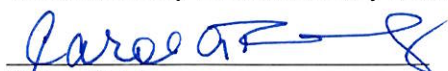
**GRANTOR:**

**THE PRESS OWNER, LLC,**  
a Delaware limited liability company

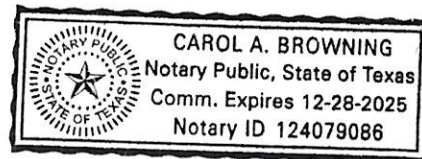
By:   
Name: Chris Cleghorn  
Title: Vice President

STATE OF TEXAS                    )  
  ) ss  
COUNTY OF DALLAS            )

I, Carol A. Browning, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Chris Cleghorn, Vice President of THE PRESS OWNER, LLC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.  
Given under my hand and Notary Seal, this 27<sup>th</sup> day of November, 2023.

  
Notary Public

My commission expires on: 12-28-2025



**CITY:**

**CITY OF COSTA MESA**  
**a Municipal Corporation**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

(Notarization Required)

**APPROVED AS TO FORM  
FOR THE CITY**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## ATTACHMENT 2

### EXHIBIT A

(East Portion of Rail Trail, Legal Description)

*[Hive Property Easement Area]*

An Easement interest in the following described property, created by that certain Trail Easement Agreement dated as of November \_\_, 2023 by and between THE HIVE CREATIVE OFFICE, INC., a Delaware corporation (“Grantor”), and THE PRESS OWNER, LLC, a Delaware limited liability company, recorded in the Official Records of Orange County, California on November \_\_, 2023 as instrument number \_\_\_\_\_, and more particularly described as follows:

[SEE ATTACHED]

### EXHIBIT A

-1-

*Diagram of Hive Easement Area –  
Legal Description*

SMRH:4876-8057-6899.14

EASEMENT DEED AND AGREEMENT  
35GW-369744

**EXHIBIT "A"**  
**OPEN SPACE EASEMENT**  
**LEGAL DESCRIPTION**  
**APN: 140-042-12, -13**

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 94-120 RECORDED IN BOOK 284, PAGES 7 THROUGH 10 INCLUSIVE OF PARCEL MAPS IN SAID COUNTY AND IS DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID PARCEL 3 ALSO BEING THE NORTH LINE OF SOUTH COAST DRIVE, HAVING A HALF WIDTH OF 42.00 FEET;

**THENCE** ALONG SAID NORTH LINE OF SOUTH COAST DRIVE SOUTH 89°40'32" EAST 20.89 FEET;

**THENCE** LEAVING SAID NORTH LINE OF SOUTH COAST DRIVE AND ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND NORTH 1°05'08" EAST 426.70 FEET;

**THENCE** NORTH 89°08'56" WEST 10.51 FEET;

**THENCE** NORTH 0°22'48" EAST 800.54 FEET;

**THENCE** NORTH 89°40'34" WEST 0.94 FEET TO A LINE PARALLEL WITH AND 15.00 FEET EAST OF THE WEST LINE OF SAID PARCEL 3;

**THENCE** ALONG SAID PARALLEL LINE NORTH 0°21'56" WEST 145.71 FEET TO THE SOUTH LINE OF SUNFLOWER AVENUE, HAVING A HALF WIDTH OF 42.00;


**THENCE** ALONG SAID SOUTH LINE OF SUNFLOWER AVENUE NORTH 89°40'34" WEST 15.00 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF SUNFLOWER AVENUE AND THE WEST LINE OF SAID PARCEL 3;

**THENCE** ALONG SAID WEST LINE OF SAID PARCEL 3 SOUTH 0°21'56" EAST 1373.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL AREA OF 24,924 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION,  
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
MICHAEL FURLONG, PLS 8899  
LICENSE EXPIRES: 12-31-23

2/21/23  
DATE



**ATTACHMENT 2**

**EXHIBIT B**

**(East Portion of Rail Trail, Open Space Easement)**

***[Diagram of Hive Easement Area]***

**[ATTACHED]**

**EXHIBIT B**

**-1-**

*Diagram of Hive Easement Area*

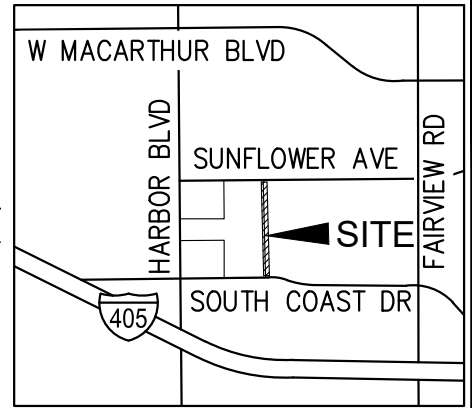
SMRH:4876-8057-6899.14

EASEMENT DEED AND AGREEMENT  
35GW-369744

# EXHIBIT "B"

## OPEN SPACE EASEMENT

APN: 140-042-12, -13



VICINITY MAP  
NOT TO SCALE

SUNFLOWER

AVENUE

INSTRUMENT NO.  
92-894905 O.R.

PARCEL 1  
L.L.A. NO. LL 21-02  
INSTRUMENT NO.  
2021000710813

SEE SHEET 3

PARCEL 2  
L.L.A. NO. LL 21-02  
INSTRUMENT NO.  
2021000710813

PARCEL 3  
PARCEL MAP NO. 94-120  
P.M.B. 284/7-10

PARCEL 2  
L.L.A. NO. LL 18-04  
INSTRUMENT NO.  
2020000062319

SEE SHEET 2

SOUTH COAST DRIVE

N

NOT TO SCALE

PREPARED UNDER MY DIRECTION:

*Michael Furlong*  
MICHAEL FURLONG, PLS 8899



DATE: 2/21/23

### LEGEND:


- P.O.B. POINT OF BEGINNING
- PARCEL LINE
- EASEMENT BOUNDARY
- STREET CENTERLINE
-  RAIL TRAIL EASEMENT  
AREA = 24,924 SF +/-



EXHIBIT "B"  
OPEN SPACE EASEMENT

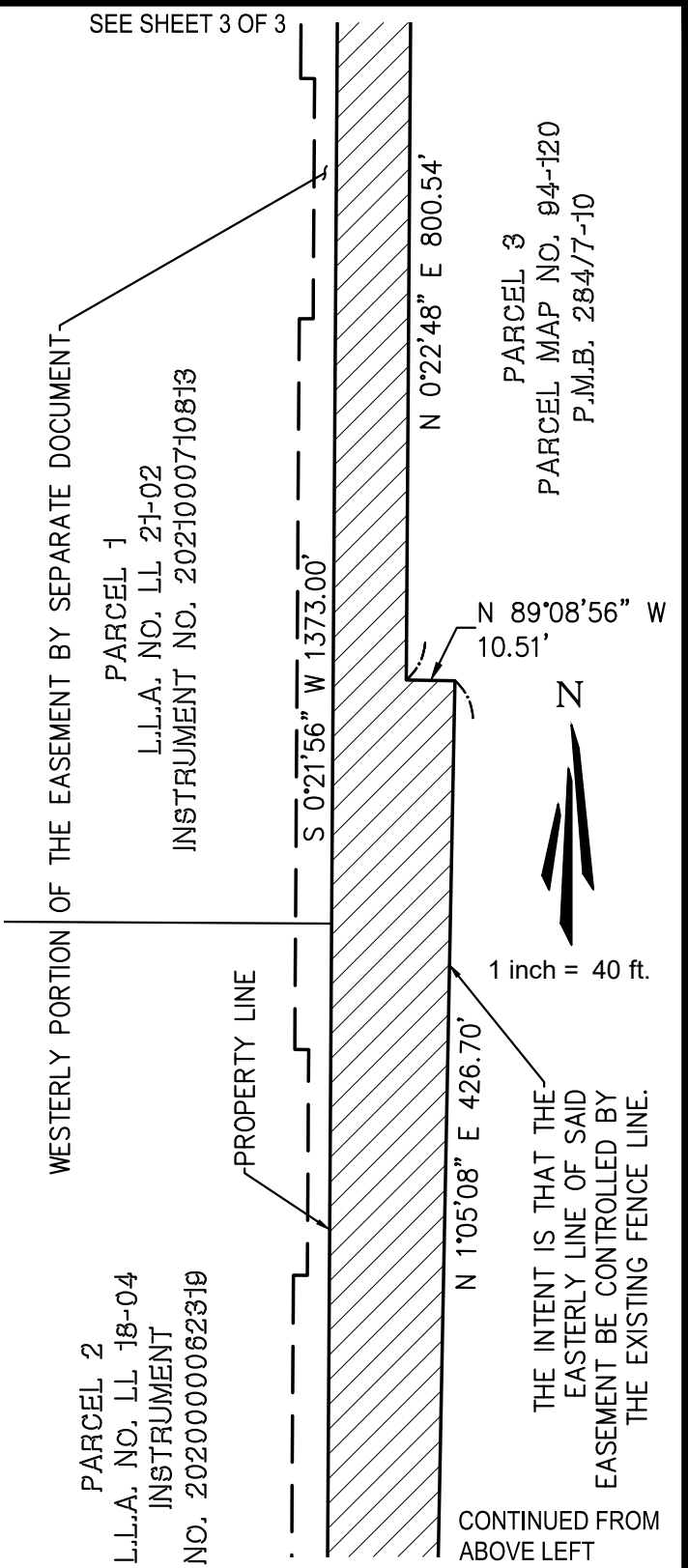
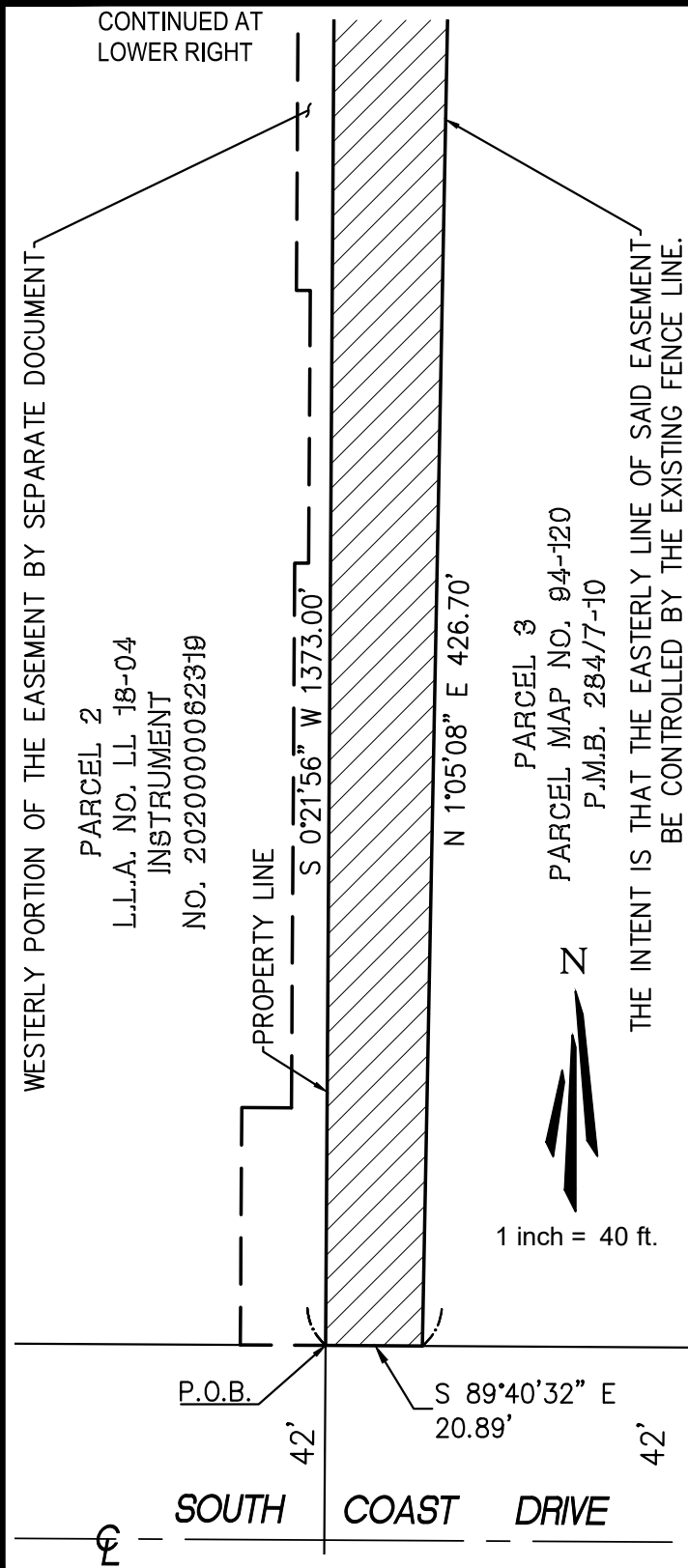
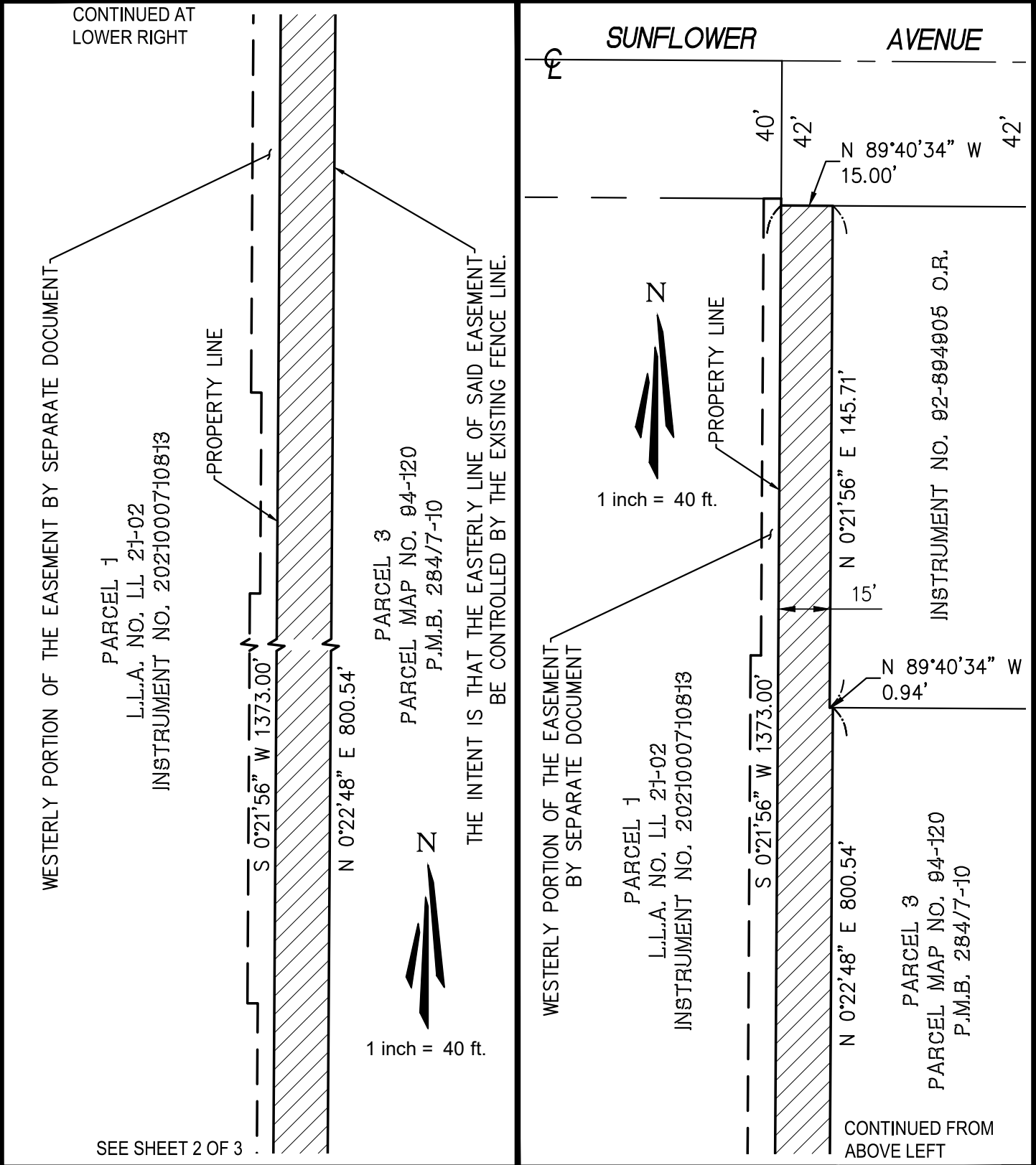


EXHIBIT "B"  
OPEN SPACE EASEMENT



**ATTACHMENT 2**

**EXHIBIT C**

**(West Portion of Rail Trail, Legal Description)**

***[Press Property Easement Area]***

**[ATTACHED]**

**EXHIBIT C**

**-1-**

*Press Easement Area – Legal  
Description*

SMRH:4876-8057-6899.14

EASEMENT DEED AND AGREEMENT  
35GW-369744

**EXHIBIT "C"**  
**OPEN SPACE EASEMENT**  
**LEGAL DESCRIPTION**  
**APN: 140-042-16, -17 & -20 & 19**

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. LL 21-02 RECORDED NOVEMBER 19, 2021 AS INSTRUMENT NO. 2021000710813 AND A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT NO. LL 18-04 RECORDED FEBRUARY 13, 2020 AS INSTRUMENT NO. 2020000062319, BOTH OF OFFICIAL RECORDS OF SAID COUNTY AND IS DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL 2 AND THE NORTH LINE OF SOUTH COAST DRIVE, HAVING A HALF WIDTH OF 42.00 FEET;

**THENCE** ALONG SAID NORTH LINE OF SOUTH COAST DRIVE NORTH 89°40'32" WEST 18.38 FEET;

**THENCE** LEAVING SAID NORTH LINE OF SOUTH COAST DRIVE AND ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING COURSES:

NORTH 0°21'00" EAST 51.19 FEET;  
SOUTH 89°39'00" EAST 10.70 FEET;  
NORTH 0°21'00" EAST 117.51 FEET;  
SOUTH 89°39'00" EAST 3.00 FEET;  
NORTH 0°21'00" EAST 58.83 FEET;  
NORTH 89°39'00" WEST 3.00 FEET;  
NORTH 0°21'00" EAST 70.67 FEET;  
SOUTH 89°39'00" EAST 3.00 FEET;  
NORTH 0°21'00" EAST 48.70 FEET;  
NORTH 89°39'00" WEST 3.00 FEET;  
NORTH 0°21'00" EAST 157.66 FEET;  
SOUTH 89°39'00" EAST 3.00 FEET;  
NORTH 0°21'00" EAST 51.83 FEET;  
NORTH 89°39'00" WEST 3.00 FEET;  
NORTH 0°21'00" EAST 223.17 FEET;  
SOUTH 89°39'00" EAST 3.00 FEET;  
NORTH 0°21'00" EAST 58.33 FEET;  
NORTH 89°39'00" WEST 3.00 FEET;  
NORTH 0°21'00" EAST 404.45 FEET;  
SOUTH 89°39'00" EAST 3.00 FEET;  
NORTH 0°21'00" EAST 132.66 FEET TO THE SOUTH LINE OF SUNFLOWER AVENUE, HAVING A HALF WIDTH OF 40.00 FEET;

LEGAL DESCRIPTION CONTINUED ON PAGE 2.....

**EXHIBIT "C"**  
**OPEN SPACE EASEMENT**  
**LEGAL DESCRIPTION**  
APN: 140-042-16, -17 & -20 & 19

LEGAL DESCRIPTION CONTINUED FROM PAGE 1.....


**THENCE** ALONG SAID SOUTH LINE OF SUNFLOWER AVENUE SOUTH 89°40'34" EAST 5.06 FEET TO THE INTERSECTION OF SAID SOUTH LINE OF SUNFLOWER AVENUE AND THE EAST LINE OF SAID PARCEL 1;

**THENCE** ALONG SAID EAST LINE OF SAID PARCEL 1 AND PARCEL 2 SOUTH 0°21'56" EAST 1375.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL AREA OF 10,318 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION,  
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
MICHAEL FURLONG, PLS 8899  
LICENSE EXPIRES: 12-31-23

2/21/23  
DATE



**ATTACHMENT 2**

**EXHIBIT D**

**(West Portion of Rail Trail, Open Space Easement)**

***[Diagram of Press Property Easement Area]***

**[ATTACHED]**

**EXHIBIT D**

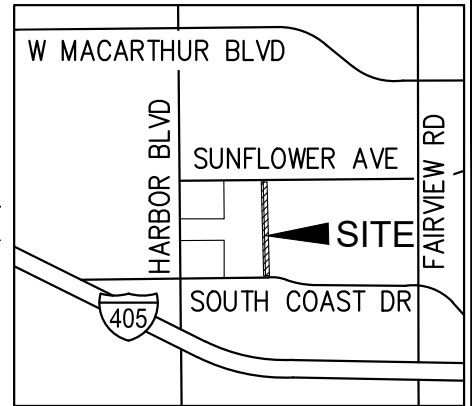
**-1-**



# EXHIBIT "D"

## OPEN SPACE EASEMENT

APN: 140-042-16, -17 & -20  
& 19



VICINITY MAP  
NOT TO SCALE

SUNFLOWER

AVENUE

INSTRUMENT NO.  
92-894905 O.R.

PARCEL 1  
L.L.A. NO. LL 21-02  
INSTRUMENT NO.  
2021000710813

SEE SHEET 3

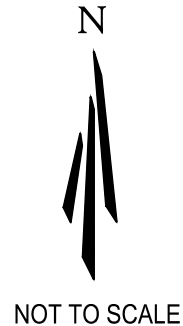
PARCEL 2  
L.L.A. NO. LL 21-02  
INSTRUMENT NO.  
2021000710813

PARCEL 3  
PARCEL MAP NO. 94-120  
P.M.B. 284/7-10

PARCEL 2  
L.L.A. NO. LL 18-04  
INSTRUMENT NO.  
2020000062319

SEE SHEET 2

SOUTH COAST DRIVE



NOT TO SCALE

### LEGEND:

P.O.B.

POINT OF BEGINNING  
PARCEL LINE

EASEMENT BOUNDARY  
STREET CENTERLINE



RAIL TRAIL EASEMENT  
AREA = 10,318 SF +/-

PREPARED UNDER MY DIRECTION:

*Michael Furlong*  
MICHAEL FURLONG, PLS 8899



DATE: 2/21/23

OWNER: THE PRESS OWNER, LLC.

1 OF 3

PLAT

CITY OF COSTA MESA  
COUNTY OF ORANGE  
STATE OF CALIFORNIA

TAIT & ASSOCIATES INC.  
Engineering - Surveying - Environmental  
701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705  
TEL. (714) 560-8200

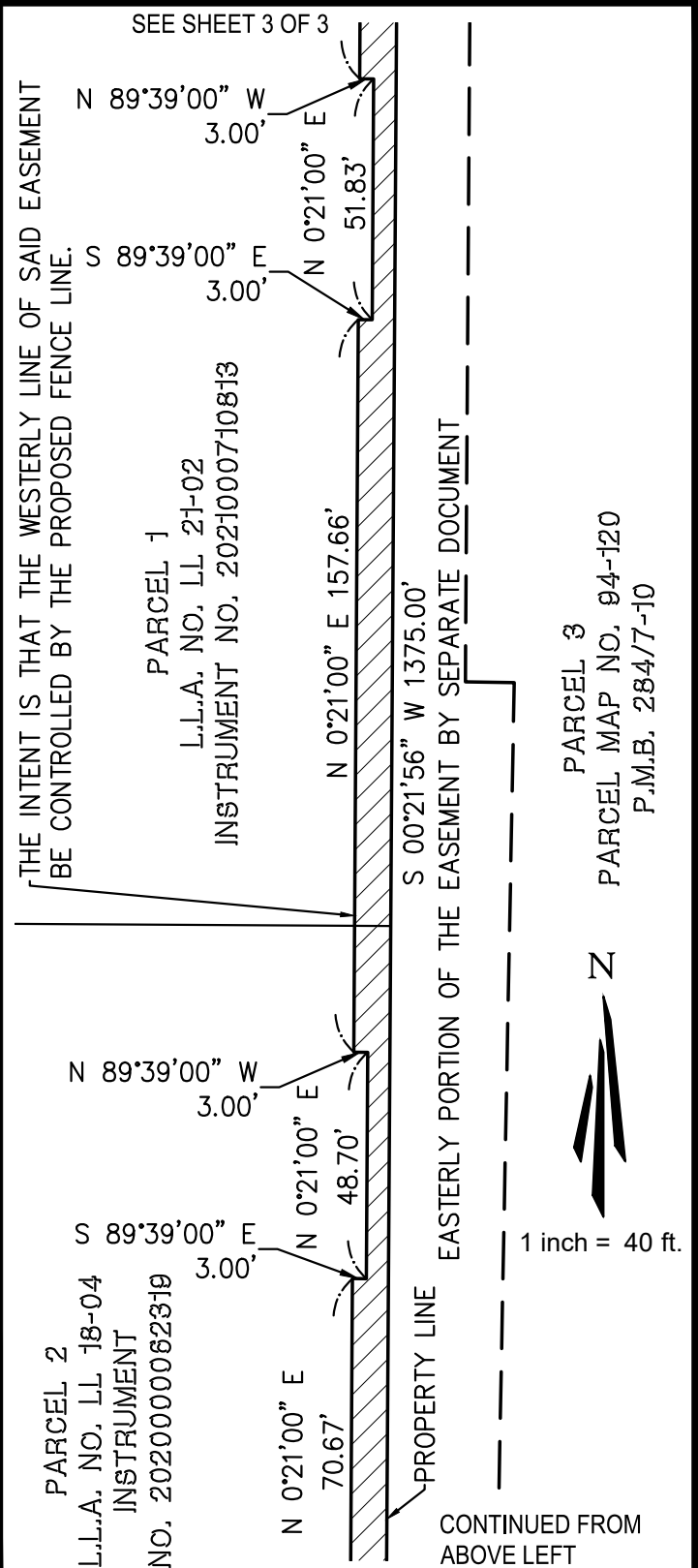
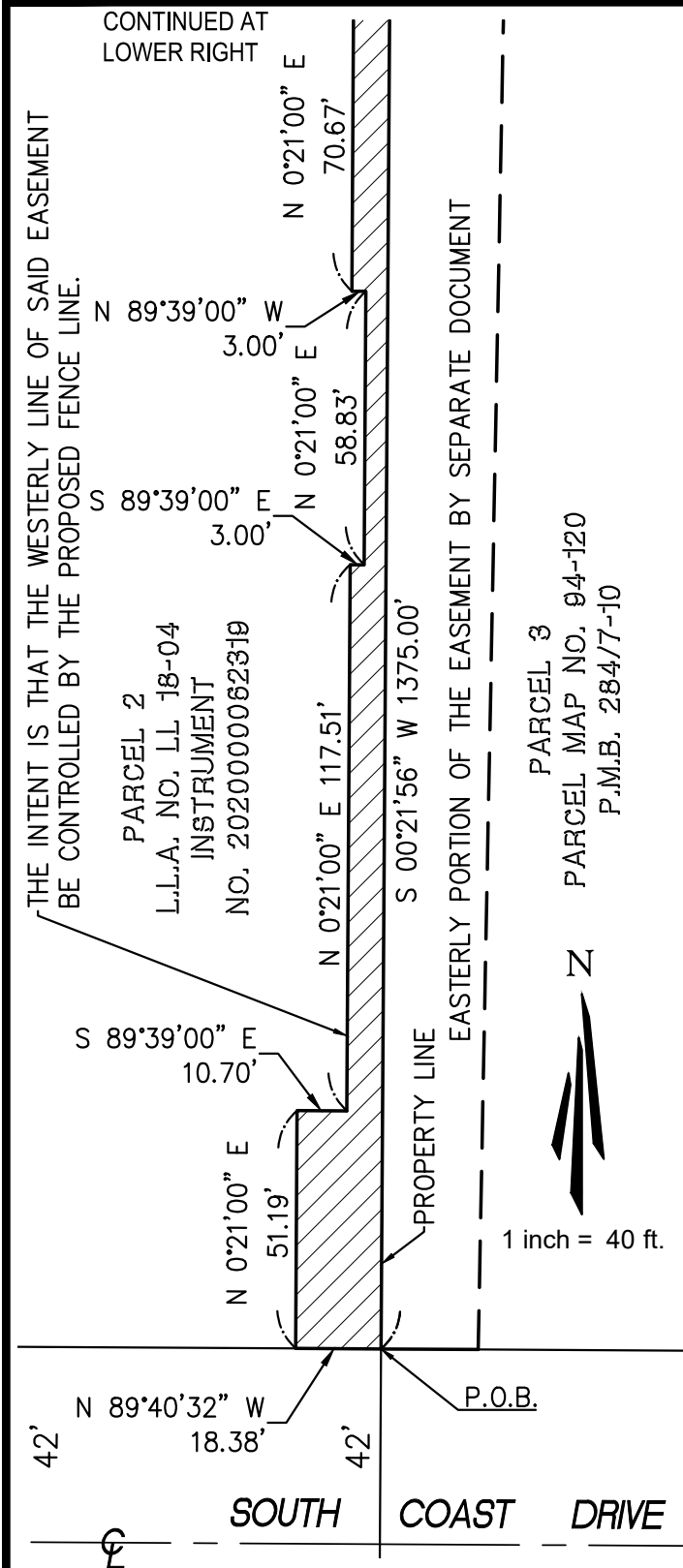
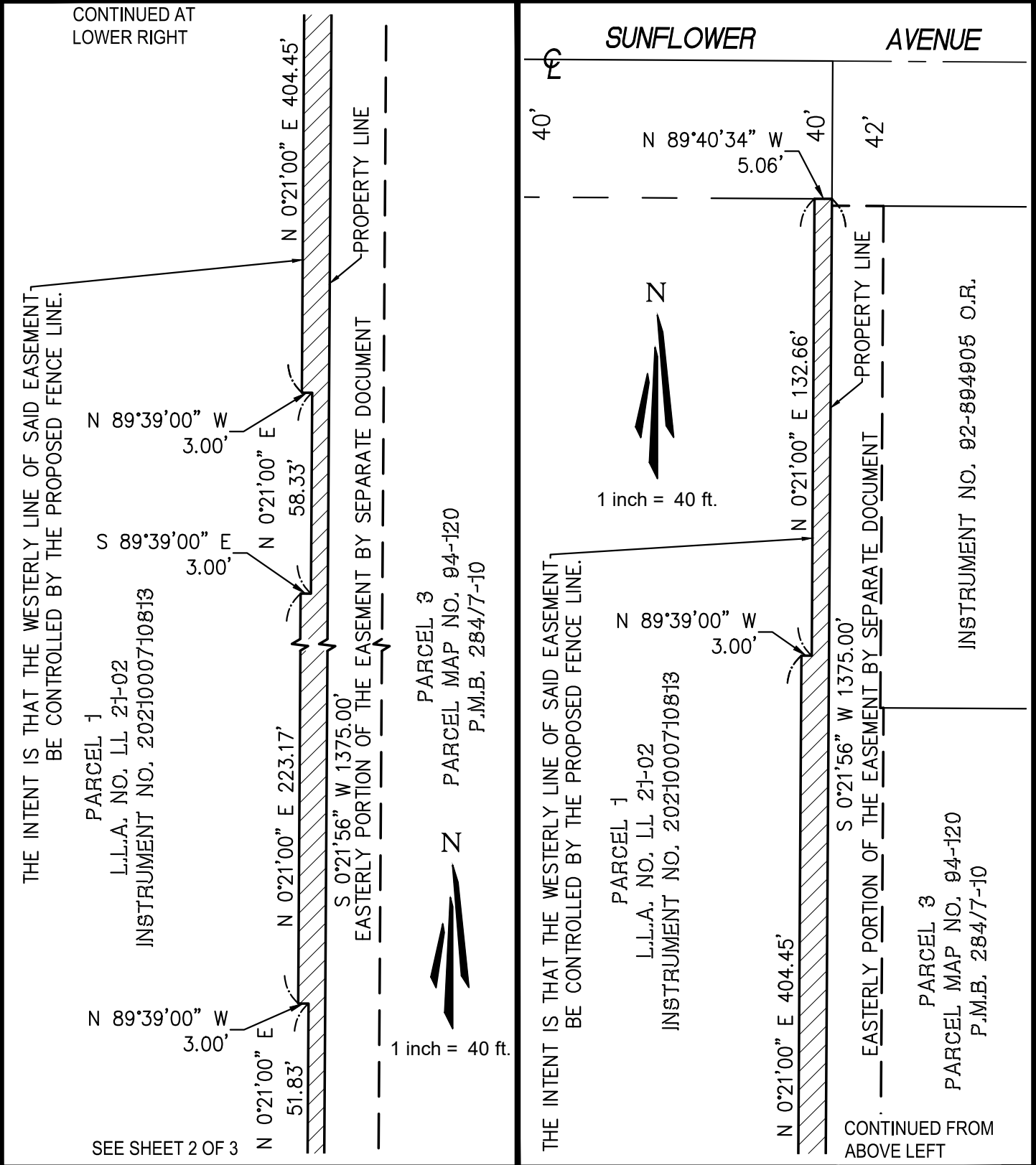


EXHIBIT "D"  
OPEN SPACE EASEMENT



**ATTACHMENT A**  
**LEGAL DESCRIPTION**  
*(The Press Property, Legal Description)*

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

**PARCEL A:**

PARCEL 1 OF LOT LINE ADJUSTMENT NO. LL 18-04, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED FEBRUARY 13, 2020 AS INSTRUMENT NO. 202000062319 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA:

EXCEPTING THEREFROM THE NORTH 232.52 FEET OF THE SOUTH 338.56 FEET OF THE WEST 152.62 FEET OF SAID PARCEL 1.

ALSO EXCEPTING, FROM A PORTION OF SAID LAND, ALL OIL, GAS/HYDROCARBON SUBSTANCES AND MINERALS BY WHATEVER NAME KNOWN IN, ON OR UNDER THE ABOVE DESCRIBED LAND BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF THE GROUND ABOVE A DEPTH OF 500 FEET FOR THE PURPOSE OF EXPLORING FOR, BORING, MINING, DRILLING, REMOVING, EXTRACTING OR MARKETING SAID SUBSTANCES, TOGETHER WITH THE EXCLUSIVE RIGHT TO EXECUTE ANY AND ALL LEASES FOR THE PURPOSE OF EXTRACTING OR RECOVERING SAID SUBSTANCES, AS RESERVED IN DEED RECORDED JANUARY 18, 1966.

ALSO EXCEPTING, FROM A PORTION OF SAID LAND, ALL MINERAL RIGHTS, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN 500 FEET THEREOF, AS RESERVED BY C.J. SEGERSTROM & SONS, A GENERAL PARTNERSHIP, IN THE DEED RECORDED JANUARY 24, 1979 IN BOOK 13010, PAGE 1413 OFFICIAL RECORDS.

ALSO SHOWN AND DESCRIBED AS EXHIBIT "A" IN LOT LINE ADJUSTMENT NO. LL 21-02, RECORDED NOVEMBER 19, 2021 AS INSTRUMENT NO. 2021-710813, OFFICIAL RECORDS.

**PARCEL B:**

PARCEL 2 OF LOT LINE ADJUSTMENT NO. LL 18-04, RECORDED FEBRUARY 13, 2020 AS INSTRUMENT NO. 202000062319 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING ALL MINERAL RIGHTS, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN 500 FEET THEREOF, AS RESERVED BY C. J. SEGERSTROM &

**ATTACHMENT A**

## ATTACHMENT 2

SONS, A GENERAL PARTNERSHIP, IN THE DEED RECORDED JANUARY 24, 1979 IN BOOK 13010, PAGE 1413 OFFICIAL RECORDS.

APN: 140-042-16; 140-042-17; 140-042-19; and 140-042-20

## ATTACHMENT A

-2-

SMRH:4876-8057-6899.14

*Legal Description Press Property*

EASEMENT DEED AND AGREEMENT  
35GW-369744

## ATTACHMENT 2

### **ATTACHMENT B** **CONDITIONS OF APPROVAL** *(Conditions of Approval PA-17-02 A2)*

[see attached – for conditions of approval dated as of August 19, 2021 Zoning Application PA-17-03 A2 Master Plan Amendment for 1375 Sunflower Avenue]

### EXHIBIT B

-1-

*Depiction of Easement Area*

SMRH:4876-8057-6899.14  
111623

TRAIL EASEMENT AGREEMENT  
35GW-369744



site planning, integration of uses and structures and protection of the integrity of neighboring development.

**Facts in Support of Finding:** The proposed master plan amendment includes a change in the character of the use from a creative office space and food hall to a single use tenant in a campus like setting with on-site manufacturing, research, dining and outdoor space. The buildings would be modernized in appearance, and landscaping incorporated throughout the site and parking areas. Conditions of approval will ensure that the mix of uses within the site would not adversely impact neighboring uses and developments. The master plan as modified provides for a creative mix of uses integrated into a single development with a unique layout and architectural design and appropriate setbacks, landscaping and pedestrian and bike connections. The project reflects high quality site planning and development. Additionally, the building front setbacks meet the minimum required by code and will be extensively landscaped to provide an attractive streetscape. The integrated design of the buildings, outdoor use areas, and pedestrian and bike connections will provide a cohesive development. The percentage of compact spaces stay consistent with the previous approval that included a total of 10 percent of the total number of parking spaces.

- B. An addendum to the Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the project in accordance with the California Environmental Quality Act (CEQA). In accordance with CEQA Guidelines Section 15073, the addendum was made available for a 10-day public review and comment period from August 6, 2021 to August 18, 2021.
- C. The original project was subject to traffic impact fees in the amount of \$927,216.00 and San Joaquin Hills Corridor Fees in the amount of \$1,076,666.91 which have been submitted on June 30, 2021. Since the new amendment results in fewer number of peak hour and daily trips, no additional impact fees are required.

### **CONDITIONS OF APPROVAL**

- Planning
  - 1. This master plan amendment shall continue to comply with the conditions of approval, code requirements, and mitigation measures of the IS/MND.
  - 2. Any change in the approved development plan or operational characteristics shall require review by the Planning Division and may require an amendment to the master plan, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change. Signage and artistic graphics shall be reviewed separately and are not subject to master plan approval. The applicant is reminded that the Code allows the Planning Commission to modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].

3. If any mitigation measures from the IS/MND are removed, the Planning Commission must make a finding that the project will not result in significant environmental impacts.
4. The conditions of approval and code requirements shall be blueprinted on the page following or containing the site plan.
5. The applicant shall execute and record a deed restriction for all properties within the 23.4-acre site disclosing the allowed development and maximum Floor Area Ratio and trip budget as allowed in the General Plan.
6. No modification(s) of the approved building elevations including, but not limited to, change of architectural type, changes that increase the building height, removal of building articulation, or a change of the finish material(s), shall be made during construction without prior Planning Division written approval. Specifically, elevations shall not be modified unless otherwise approved by the Development Services Director as consistent with the architectural design and features of the proposed development. Failure to obtain prior Planning Division approval of the modification could result in the requirement of the applicant to (re)process the modification through a discretionary review process or a variance, or in the requirement to modify the construction to reflect the approved plans.
7. ~~Design Review applications for future phases including site plan, full architectural and landscape plans for Phase 3 of the preliminary master plan shall be submitted to the Zoning Administrator for review within 24 months and prior to expiration of the preliminary master plan. Time extensions for the preliminary master plan may be granted if the future phases are submitted within the noted time frame.~~
8. Prior to issuance of building permits for Phase 2 ~~3~~, the developer shall record a reciprocal access and parking agreement for the parking areas within the three parcels, as well as a Lot Line Adjustments modifying the current parcel configurations as required by the California Building Code.
9. The landscape/ hardscape plans for each phase shall include details for all trees, planting, and amenities and establish a pedestrian connection for future connectivity between all phases of the preliminary master plan.
10. All landscape improvements for each phase shall be installed prior to issuance of Certificate of Occupancy for the building. The landscape plans shall provide for a future pedestrian connection between all three parcels. All planting and irrigation lines for the landscaping within the setback area along Sunflower Avenue shall be installed with Phase 1 of the project.
11. Prior to issuance of grading permits, developer shall submit for review and approval a Construction Management Plan. This plan features methods to minimize disruption to residential communities through specified measures, such as construction parking and vehicle access and specifying staging areas and delivery and hauling truck routes.
12. Developer shall submit a signed and completed Maintenance Agreement to the satisfaction of the Development Services Director and City Attorney's office requiring the developer to be 100% responsible for maintenance of

the landscape easement and parkway areas along all the project boundaries.

13. The subject property's ultimate finished grade level may not be filled/raised in excess of 30 inches above the finished grade of any abutting property. If additional fill dirt is needed to provide acceptable onsite storm water flow to a public street, an alternative means of accommodating that drainage shall be approved by the City's Building Official and City Engineer prior to issuance of any grading or building permits. Such alternatives may include subsurface tie-in to public storm water facilities, subsurface drainage collection systems and/or sumps with mechanical pump discharge in-lieu of gravity flow. If mechanical pump method is determined appropriate, said mechanical pump(s) shall continuously be maintained in working order. In any case, development of the subject property shall preserve or improve the existing pattern of drainage on abutting properties.
14. Street trees in the landscape parkway shall be selected from Appendix D of the Streetscape and Median Development Standards and appropriately sized and spaced (e.g. 15-gallon size planted at 30 feet on centers), or as determined by the Development Services Director once the determination of parkway size is made. The final landscape concept plan shall indicate the design and material of these areas, and the landscape/hardscape plan shall be approved by the Planning Division prior to issuance of building permits.
15. Transformers, backflow preventers, and any other approved above-ground utility improvement shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director.
16. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts.
17. Sign plans shall be submitted for all three Phases of the project including location, size, and details of all building and ground mounted signs and accent graphics. Signage shall be integrated and internally consistent throughout the project.
18. Prior to the issuance of Building Permits, the developer shall submit a Lighting Plan and Photometric Study for the approval of the City's Development Services Department. The Lighting Plan shall demonstrate compliance with the following:
  - a. The mounting height of lights on light standards shall not exceed 18 feet in any location on the Project site unless approved by the Development Services Director.
  - b. The intensity and location of lights on buildings shall be subject to the Development Services Director's approval.
  - c. All site lighting fixtures shall be provided with a flat glass lens. Photometric calculations shall indicate the effect of the flat glass lens fixture efficiency.

- d. Lighting design and layout shall limit spill light to no more than 0.5-foot candle at the property line of the surrounding neighbors, consistent with the level of lighting that is deemed necessary for safety and security purposes on site. Glare shields may be required for select light standards.
19. The developer shall contact the Planning Division to arrange for an inspection of the site prior to the final inspections. The Planning Division inspection is to confirm that the conditions of approval and code requirements have been satisfied.
20. No exterior roof access ladders, roof drain scuppers, or roof drain downspouts are permitted. This condition relates to visually prominent features of scuppers or downspouts that not only detract from the architecture but may be spilling water from overhead without an integrated gutter system which would typically channel the rainwater from the scupper/downspout to the ground. An integrated downspout/gutter system which is painted to match the building would comply with the condition. This condition shall be completed under the direction of the Planning Division.
21. Developer shall submit any minor amendments to the Preliminary Master Plan to the Development Services Director for review and approval prior to submission of working plans/drawings for plan check.
22. Show method of screening for all ground-mounted equipment (backflow prevention devices, Fire Department connections, electrical transformers, etc.). With the exception of back-flow prevention devices, ground-mounted equipment shall not be located in any landscaped setback visible from the street and shall be screened from view, under the direction of Planning Staff.
23. Prior to issuance of grading permits, the applicant shall conduct soil sampling to demonstrate that there are no concentrations above the California Human Health Screening Levels (CHHSLs) for the proposed uses. No permits shall be issued until evidence that the on-site soils do not contain concentrations of chemicals of concern above the applicable CHHSLs has been provided to the Planning Department.
24. 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.
- Eng. 25. At the time of development submit for approval an Offsite Plan to the Engineering Division and Grading Plan to the Building Division that shows Sewer, Water, Existing Parkway Improvements and the limits of work on the site, and hydrology calculations, both prepared by a registered Civil Engineer or Architect. Construction Access approval must be obtained prior to Building or Engineering Permits being issued by the City of Costa Mesa. Pay Offsite Plan Check fee per Section 13-231 of the C.C.M.M.C. and an approved Offsite Plan shall be required prior to Engineering Permits being issued by the City of Costa Mesa.
26. Maintain the public Right-of-Way in a "wet-down" condition to prevent excessive dust and remove any spillage from the public Right-of-Way by sweeping or sprinkling.
27. Pay Offsite Plan Check fee per Section 13-231 of the C.C.M.M.C. and an approved Offsite Plan shall be required prior to Engineering Permits being issued by the City of Costa Mesa.
28. Obtain an encroachment permit from the Engineering Division for any work in the City public right-of-way. Pay required permit fee & cash deposit or surety bond to guarantee construction of off-site street improvements at time of permit per section 15-31 & 15-32, C.C.M.M.C. as approved by City Engineer. Cash deposit or surety bond amount to be determined by City Engineer.
29. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then construct P.C.C. driveway approaches per City of Costa Mesa Standards as shown on the Offsite Plan. Location and dimensions are subject to the approval of the Transportation Services Manager. ADA compliance required for new driveway approaches.
30. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then reconstruct damaged sidewalk per City of Costa Mesa Standards as shown on the Offsite Plan to comply with ADA requirements.
31. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then reconstruct wheelchair ramps per City of Costa Mesa Standards as shown on the Offsite Plan to comply with ADA requirements.
32. Obtain a permit from the City of Costa Mesa, Engineering Division, at the time of development and then remove any existing driveways and/or curb depressions that will not be used and replace with full height curb and sidewalk at applicant's expense.
33. Fulfill Drainage Fee requirements per City of Costa Mesa Ordinance No. 06-19 prior to approval of Final Map/Approval of Plans.
34. In order to comply with the 2003 Drainage Area Management Plan (DAMP), the proposed Project shall prepare a Water Quality Management Plan conforming to the Current National Pollution Discharge Elimination System (NPDES) and the Model WQMP, prepared by a Licensed Civil Engineer or

Environmental Engineer, which shall be submitted to the Department of Public Works for review and approval.

- a. A WQMP (Priority or Non-Priority) shall be maintained and updated as needed to satisfy the requirements of the adopted NPDES program. The plan shall ensure that the existing water quality measures for all improved phases of the project are adhered to.
- b. Location of BMPs shall not be within the public right-of-way.

35. Maintain ingress/egress access rights over Parcel 2 as described on Parcel Map 98-227 recorded in the County of Orange.

36. The developer shall dedicate to the City a non-exclusive utility easement, 4-foot in width and 81-feet in length, parallel and adjacent to Sunflower Avenue at the northeast corner of the property.

Trans.

37. Developer shall construct wide flare or radius curb drive approaches at locations identified on site plan. Developer shall comply with minimum clearance requirements from property lines and any vertical obstructions.

38. Phase 3 Parking Structure Conditions:

- a. Commercial/visitor parking spaces shall be at least 9 feet wide. Parking spaces shall be 18 feet in length.
- b. All columns shall be recessed at least 4 feet from edge of parking aisle. Increase width of parking spaces adjacent to columns or vertical obstructions by one foot.
- c. Minimum parking aisle width shall be 25 feet.
- d. All slopes of parking structure shall adhere to City of Costa Mesa Ramp Slope Standards.
- e. Provide minimum turnaround area of 35 feet by 10 feet at end of all dead-end parking aisles.

39. Provide a traffic operation plan for construction related activities and parking management plan during the construction of the parking structure to the Transportation Division to review prior to building permit application.

40. Mill and overlay a minimum of 2 inches the entire westbound travel lanes along the frontage of the property on South Coast Drive.

41. ~~Prior to building permit final for Phase 2 of the project, the developer shall remove the railroad tracks within Sunflower Avenue and reconstruct the street pavement to match existing with full height curb and gutter. The removal of the associated railroad equipment (for example, railroad pole and mast arms, guardrails, etc.), within Sunflower Avenue right of way shall be completed prior to completion of the on-site bikeway improvements.~~

42. Prior to building permit final for Phase 2, the developer shall construct and dedicate a lighted two-way Class 1 multi-purpose trail to the City of Costa Mesa to connect South Coast Drive and Sunflower Avenue along the east side of the project. Final design shall be subject to the review and approval of the Public Services Department.

43. The multi-purpose trail shall be maintained by the property owner.

44. The Final Master Plan shall be consistent with the trip rates established by the 2015-2035 General Plan. Alternatively, the applicant may prepare a traffic study upon completion and occupancy of Phase 1, for review and approval of



the Transportation Division. Based on the results of such a study, a more accurate traffic count could be established to determine the square footage necessary to meet the maximum threshold allowed by the General Plan.

45. ~~Prior to the submittal of building plans for Phase 3, the developer may request any square footages that were reduced based on the Linscott, Law, and Greenspan (LLG) Traffic Study dated January 7, 2020, as long as the overall development does not exceed the maximum trip budget allotted per the General Plan. To support such a request, the developer shall fund a traffic study analysis conducted by a licensed professional engineer analyzing the actual trip generation and internal capture rate at the Property.~~
46. Developer shall fund the design and construction of a new traffic signal and associated ADA ramps at the west project driveway on South Coast Drive identified in the proposed design features of the project and traffic study. Developer shall consult with the Transportation Services Division prior to the design and construction of the traffic signal to review location, design standards, signal equipment, operation, and aesthetics. Developer shall provide traffic signal design plans to the Transportation Services Division for review and approval prior to construction.
- Fire 47. ~~Developer shall comply with the City of Costa Mesa's Building and Fire Safety Standards to the satisfaction of the Building Official and Fire Chief. These standards are contained in a publication issued by the City, previously provided to the developer. Additional fire hydrants may be required. Contact the Planning Division at (714-754-5278) for additional copies of this publication. Developer shall meet with the Fire Department for guidance with regard to meeting Costa Mesa Fire Department requirements.~~
48. ~~Prior to issuance of any permit for repurposing the existing building, a Fire Master Plan shall be submitted for review and approval of the Fire Chief. Refer to the following requirements:~~  
~~<http://www.costamesaca.gov/ftp/planningcommission/agenda/2015/2015-09-14/CG-2.pdf>.~~
49. Comply with the requirements of the adopted California Fire Code, including the referenced standards as amended by the City of Costa Mesa.
50. A fire department site and access plan shall be submitted for review and approval.
51. Developer shall install approved fire sprinkler and fire alarm systems in accordance with the California Fire Code requirements.
52. Developer shall provide an automatic fire sprinkler system according to NFPA 13.
53. Developer shall provide an automatic fire alarm system according to NFPA 72.
54. Provide "blue dot" reflective markers on all on-site fire hydrants.

55. Changes of use or occupancy in existing structures shall not be made unless the use or occupancy is made to comply with the requirements of the adopted California Building and Fire Codes.
56. Alternate Materials, Alternate Design, and Methods of Construction requests shall be submitted through the Building and Safety Division for assessment of code insufficiencies or performance based designs.
- Police 57. Developer shall work with the Police Department in implementing security measures to the maximum extent feasible. For example, developer shall install an on-site video surveillance system that will be monitored by on-site security personnel. A final security plan shall be submitted to the Planning Division prior to opening.
- Phase 2-  
Condition  
s 58. ~~The uses within the Market Hall, including the two freestanding pad buildings and outdoor private open space area, shall be limited to the type of operations as described in the staff report, including, but not limited to, the following:—~~
- ~~• Sit-down restaurants~~
  - ~~• Cafes~~
  - ~~• Food stalls~~
  - ~~• Retail stores~~
  - ~~• Speakeasies~~
  - ~~• Beauty salons/barber shops~~
  - ~~• Event space for special events, private parties, corporate retreats, weddings, etc.~~
  - ~~• Microbrewery~~
  - ~~• Juice bars~~
  - ~~• Bars/nightclubs~~
  - ~~• Ancillary management office~~
  - ~~• Storage areas~~
  - ~~• Restrooms~~
  - ~~• Outdoor park for special events, private parties, lectures, art exhibits, movie nights, etc.~~
  - ~~• Other similar uses as determined to be consistent by the Development Services Director.~~
- ~~The number of Alcoholic Beverage Control (ABC) licenses issued by the State for the Market Hall shall not exceed 29.~~
- ~~Live entertainment shall generally be the type of performers and music as described in the staff report, including, but not limited to, the following:~~
- ~~• Blues~~
  - ~~• Folk~~
  - ~~• Bluegrass~~
  - ~~• Jazz~~
  - ~~• R & B~~
  - ~~• Indie performers~~
  - ~~• Other similar types of live entertainment as determined to be~~



General-  
 Condition  
 s for All  
 Uses

- consistent by the Development Services Director.
- ~~Any change in the operational characteristics including, but not limited to, hours of operation, mix of uses, type of live entertainment (if applicable), or number of ABC licenses allowed shall require review by the Planning Division and may require an amendment to the approval, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change. The applicant is reminded that Code allows the Planning Commission to modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].~~
59. ~~Hours of operation shall be between the hours of 7 AM to 1 AM, seven days a week, for all uses within the Market Hall and the two freestanding pad buildings, unless otherwise specified below.~~
  60. ~~In the event noise or other late night disturbance complaints are received and confirmed to have occurred, within any 60-day period, the business operator and/or business owner shall comply with the following:~~
    - ~~First violation shall result in a verbal and written warning from the City.~~
    - ~~Second violation shall result in the business closing 1 hour earlier for a period of two weeks and cease alcoholic beverage sales and consumption 1 hour earlier for a period of six months.~~
    - ~~Third violation shall result in the operator and/or business owner being required to close at 11 PM at the discretion of the Development Services Director or designee (in consultation with the Costa Mesa Police Department).~~
  61. ~~Live entertainment may only be permitted subject to City issuance of a "Public Entertainment Permit" on an annual basis. If staff determines that a violation of the permit has occurred, the operator and/or business owner shall immediately rectify the violation to avoid suspension or revocation of the Public Entertainment Permit.~~
  62. ~~The businesses shall be conducted, at all times, in a manner that will allow the quiet enjoyment of the surrounding neighborhood. In the event noise complaints are received, the operators and/or business owners shall institute whatever security and operational measures are necessary to comply with this requirement, including, but not limited to, the following:~~
    - ~~Entry/exit doors shall remain closed at all times live entertainment is being performed.~~
    - ~~Hours for live entertainment may be reduced and/or limited to non-amplified music.~~

~~Noise associated with music or other entertainment shall not exceed noise limits established through CMMC Section 13-280, Exterior Noise Standards, as measured from the site's property lines.~~



63. ~~The maximum occupancy, as determined by provisions of the Uniform Building Code or other applicable codes, shall be posted in public view within the premises, and it shall be the responsibility of management to ensure that these limits are not exceeded at any time. Occupant loads for the open patio area(s) and the enclosed building areas shall be calculated and posted separately.~~
64. ~~The parking lot shall be posted with signs directing customers and employees to use consideration when entering their cars and leaving the parking lot.~~
65. ~~The alcoholic beverage control licensees shall not employ or use the services of any full or part-time active or reserve peace officer currently employed by the City of Costa Mesa or any contiguous agency for security purposes.~~
66. ~~For establishments with a State Alcoholic Beverage Control (ABC) License, all sales and service staff (within 90 days of hire) shall complete Responsible Beverage Service (RBS) training with a provider approved by the California Department of Alcoholic Beverage Control. A copy of the training certificates shall be kept on premises and presented to any authorized City official upon request.~~
67. ~~All requirements of the California Alcoholic Beverage Control Board (ABC) shall be complied with.~~
68. ~~Signs shall be posted in a prominent place at all exits stating "No Open Containers of Alcoholic Beverages Beyond This Point".~~
69. ~~Parking for employees of the businesses shall occur on-site. If parking offsite occurs, it shall be done under agreement with adjacent property owners.~~
70. ~~For eating establishments with alcoholic beverages, at all times the premises is open for business, the sale and service of alcoholic beverages shall be made only in conjunction with the sale and service of food.~~
71. ~~For eating establishments with alcoholic beverages, the quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food and meals during the same time period. The applicant shall at all times maintain records which reflect separately the gross sales of food and gross sales of alcoholic beverages of the business. The records shall be kept no less frequently than on a quarterly basis and shall be made available to the Director of Economic & Development or his/her designee on demand.~~
72. ~~Eating establishments with alcoholic beverages shall remain a "bona fide eating place" as defined by section 23038 of the California Business and Professions Code.~~
73. ~~A copy of the conditions of approval shall 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~~
74. ~~Prior to the establishment of the first business within the market hall, the operator shall contact the Planning Division to arrange a Planning inspection of the site. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.~~



75. ~~Address assignment shall be requested from the Planning Division prior to submittal of working drawings for plan check. The approved address of individual units, suites, buildings, etc., shall be blueprinted on the site plan and on all floor plans in the working drawings.~~
76. ~~Permits shall be obtained for all signs according to the provisions of the Costa Mesa Sign Ordinance. Freestanding signs shall be subject to review and approval by the Planning Division/Development Services Director to ensure compatibility in terms of size, height, and location with the proposed/existing development, and existing freestanding signs in the vicinity.~~
77. ~~Exterior advertising shall comply with the City's sign regulations, and exterior advertisements shall be prohibited which indicate the availability of alcoholic beverages and tobacco. Interior displays of alcoholic beverages or signs which are clearly visible from the exterior at the closest public street or sidewalk, shall constitute a violation of this condition.~~
78. ~~Exterior signage/advertisements promoting or indicating the availability of alcoholic beverages shall be prohibited. Exterior signage indicating the availability of alcoholic beverages shall be limited to the name of the business. Interior signage/advertisements promoting or indicating the availability of alcoholic beverages which are visible from the exterior of the building shall be prohibited.~~
79. ~~Prior to issuance of building permits, applicant shall contact the US Postal Service with regard to location and design of mail delivery facilities. Such facilities shall be shown on the site plan, landscape plan, and/or floor plan.~~
80. All exits shall be clearly marked with "EXIT" signs.
- Bars/Night club 81. ~~In the event noise or other late night disturbance complaints are received and confirmed to have occurred, within any 60-day period, the operator and/or business owner shall comply with the following:~~
- ~~• First violation shall result in a verbal and written warning from the City.~~
  - ~~• Second violation shall result in the business closing 1 hour earlier for a period of two weeks and cease alcoholic beverage sales and consumption 1 hour earlier for a period of six months.~~
  - ~~• Third violation shall result in the operator and/or business owner being required to close at 11 PM at the discretion of the Development Services Director or designee (in consultation with the Costa Mesa Police Department).~~
- Private-Open-Space 82. ~~In addition to the applicable conditions of approval for the Market Hall and pad buildings noted above, hours of operation for all outdoor events within the private open space area, including live entertainment, shall be between the hours of 8 AM to 10 PM, seven days a week.~~
83. ~~Amplified sound in connection with outdoor events shall not be permitted after 10 PM 7 days a week, with the exception of outdoor movies which may be permitted until 11 PM. Any amplified sound shall be audible to the audience only, and shall not cause a disturbance to residential properties.~~
84. ~~In the event noise or other late night disturbance complaints are received and confirmed to have occurred, the operator and/or business owner associated with an event within the open space area shall comply with the following:~~



- ~~First violation shall result in a verbal and written warning from the City.~~
  - ~~Second violation shall result in the outdoor activities ceasing at 9 PM at the discretion of the Development Services Director or designee (in consultation with the Costa Mesa Police Department).~~
  - ~~Third violation shall result in the outdoor activities ceasing at 8 PM at the discretion of the Development Services Director or designee (in consultation with the Costa Mesa Police Department).~~
85. ~~Outdoor activities that include alcoholic beverage consumption shall be submitted in writing and subject to review and approval by the Development Services Director or designee (in consultation with the Costa Mesa Police Department).~~
86. ~~Prior to an outdoor activity or event including alcohol, the applicant shall provide to the Development Services Director a diagram indicating the designated areas, defined by either barricades, temporary fencing, or enclosed patio areas, in which alcoholic beverages will be served or consumed. Patrons will not be allowed take alcoholic beverages outside of these designated areas. The applicant shall be responsible for ensuring that adequate security personnel and/or employees do not to allow patrons to carry alcoholic beverages from the designated areas.~~
87. ~~Live entertainment may only be permitted subject to City issuance of a "Public Entertainment Permit" on an annual basis. If staff determines that a violation of the permit has occurred, the operator and/or business owner shall immediately rectify the violation to avoid suspension or revocation of the Public Entertainment Permit.~~
88. ~~Notwithstanding the power of the Planning Commission to revoke, modify or suspend any permit and/or approval granted to applicant, and/or any specific procedure identified in any condition hereinabove, the Development Services Director may also, upon a finding of a violation of any of the conditions of approval numbers 74 through 79, inclusive, temporarily suspend or modify the ability to serve alcoholic beverages within the outdoor areas for a period not to exceed six (6) months. Any appeal of the Director's written decision to do so shall be subject to the provisions of CMMC Section 2-309.~~
- Alcohol-  
Retail-  
(Off-Sale) 89. ~~Potential uses within the Market Hall that will sell alcoholic beverages for consumption off-site, i.e., liquor or wine bottle shops, shall require approval of a separate conditional use permit per CMMC Section 13-200.71. The conditional use permit shall be processed in accordance to the procedures outlined in CMMC Section 13-29.~~

### **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. All applicable federal, state, and local laws which are applicable to the project shall be complied with, regardless of whether they are identified herein. Any reference to "City" pertains to the City of Costa Mesa.