



City of Huntington Beach Planning and Building Department

**STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Scott Hess, AICP, Director of Planning and Building  
**BY:** Jill Arabe, Associate Planner   
**DATE:** July 9, 2013

**SUBJECT:** **SITE PLAN REVIEW NO. 12-002/ TENTATIVE PARCEL MAP NO. 12-113/  
DEVELOPMENT AGREEMENT NO. 13-002 (Pedigo Apartments)**

**APPLICANT:** Pedigo Products, Inc. and Pedigo South, Inc., c/o Ken Keefe & Rick Lamprecht,  
ArchRock Development Group, LLC

**PROPERTY**

**OWNERS:** Pedigo Products, Inc. and Pedigo South, Inc., 4000 SE Columbia Way, Vancouver, WA  
98661  
George and Helen Psaros, 52 Vista Montemar, Laguna Niguel, CA 92677

**LOCATION:** 7262, 7266, 7280 Edinger Avenue and 16001, 17091 Gothard Street, 92647 (five parcels  
located at the southwest corner of Edinger Avenue and Gothard Street)

---

**STATEMENT OF ISSUE:**

- ◆ Site Plan Review (SPR) No. 12-002 request:
  - Permit development of a four-story with lofts apartment building consisting of 510 dwelling units wrapped around a six-level 862-space parking structure on an approximately 8.5 acre site.
  - Site improvements include the construction of a Classic Boulevard along Edinger Avenue with 17-angled parking spaces, an East-West connector street along the south property line with parallel parking, and 25,815 sq. ft. of public open space.
  - Review a net import of 44,261 cubic yards to elevate the project site above the flood plain.
- ◆ Tentative Parcel Map (TPM) No. 12-113 request:
  - Consolidate five parcels into one parcel.
- ◆ Development Agreement (DA) No. 13-002 request:
  - To enter into a development agreement between the City of Huntington Beach and Pedigo Gothard, LLC, Pedigo South Edinger, LLC, and George W. Psaros Trust (property owners) to ensure the provision of 10% of the total units as affordable to moderate and low income tenants.
- ◆ Staff's Recommendation:  
Approve SPR No. 12-002/ TPM No. 12-113/ DA No. 13-002 based upon the following:

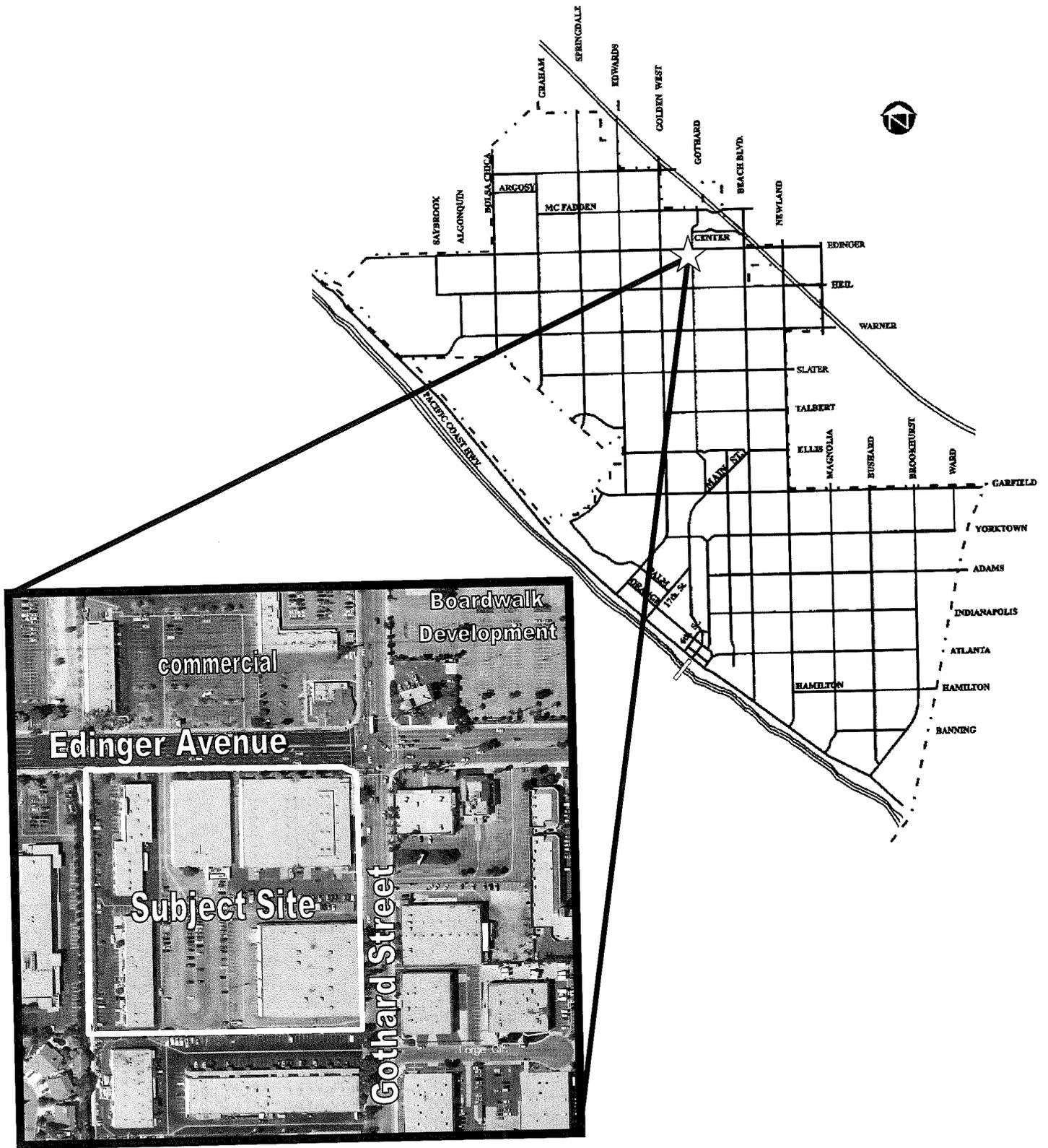
#B-2b

- Complies with the applicable Beach and Edinger Corridors Specific Plan (BECSP) requirements and other regulations including architecture, parking, access and circulation, building form and massing, and provision of open space.
- Implements the vision of BECSP which encourages pedestrian oriented development.
- Compatible with existing surrounding commercial, industrial, and residential uses, and anticipated mixed-use developments.
- Serves affordable housing needs of the community by providing 51 on-site affordable housing units.
- Provides 25,815 sq. ft. of public open space courtyards and paseos.
- Provides a new frontage road with angled parking spaces and pedestrian walkways along Edinger Avenue.

**RECOMMENDATION:**

Motion to:

- A. “Approve Site Plan Review No. 12-002 and Tentative Parcel Map No. 12-113 with findings and suggested conditions of approval (Attachment No. 1);”
- B. “Approve Development Agreement No. 13-002 with findings for approval (Attachment No. 1) and forward Draft Ordinance (Attachment No. 7) to the City Council for adoption.”



**VICINITY MAP**  
**SITE PLAN REVIEW NO. 12-002/ TENTATIVE PARCEL MAP NO. 12-113/**  
**DEVELOPMENT AGREEMENT NO. 13-002**  
**PEDIGO APARTMENTS – SWC OF EDINGER AVE. & GOTTHARD ST.**

## **ALTERNATIVE ACTION(S):**

The Planning Commission may take alternative actions such as:

- A. “Deny Site Plan Review No. 12-002/ Tentative Parcel Map No. 12-113/ Development Agreement No. 13-002 with findings for denial.”
- B. “Continue Site Plan Review No. 12-002/ Tentative Parcel Map No. 12-113/ Development Agreement No. 13-002 and direct staff accordingly.”

## **PROJECT PROPOSAL:**

Site Plan Review No. 12-002 represents a request to develop a four-story with lofts apartment building consisting of 510 dwelling units and associated infrastructure on an approximately 8.5 acre site pursuant to Beach and Edinger Corridors Specific Plan (BECSP) Section 2.1.6 Town Center Boulevard Segment.

Tentative Parcel Map No. 12-113 is a request to consolidate five parcels into one parcel for the development of a multi-family development pursuant to Huntington Beach Zoning and Subdivision Ordinance (HBZSO) Section 250.06. There are two owners for the subject site. Four of the five parcels contain three existing buildings and are owned by Pedigo Products, Inc. and Pedigo South, Inc. The fifth parcel contains two existing buildings and is owned by George and Helen Psaros. The existing buildings will be demolished to accommodate the new structures and improvements.

Development Agreement No. 13-002 is a request to enter into a development agreement with the City of Huntington Beach and the property owners to provide 51 of the 510 dwelling units for affordable housing to moderate and low income households pursuant to BECSP Section 2.2.3.

The project also includes the net import of 44,261 cubic yards to elevate the project site above the floodplain. The HBZSO requires that requests for grading or stockpiling involving 25,000 cubic yards or more of import or export be referred to the Planning Commission for review and approval.

The development will consist of an approximately 465,000 sq. ft. residential four-story with lofts building wrapped around a six-level parking structure. The project is planned for “Class A” apartments, which means it contains high end design features and meets the demands of typical renters including the provision for all common guest amenities. Additional site improvements will include a Classic Boulevard frontage road parallel to Edinger Avenue, a new street along the southerly part of the site, a fire access lane along the west property line, 25,815 sq. ft. of public open space, and 55,396 sq. ft. of private open space. Street improvements will be consistent with the specific plan with the installation of new street and pedestrian lights, wider sidewalks and parkways, and enhanced landscaping. A total of 889 parking spaces will be provided onsite within the parking structure, frontage road and new street.

Affordable housing will be provided onsite in 51 of the total dwelling units. The affordable levels are 43 units at the moderate income level and eight units at the low income level. This provision is consistent with the specific plan and the City’s General Plan Housing Element. Furthermore, school and City fees associated with the development will be paid in accordance with the required school impact fees and City development impact fees for the number of dwelling units.

**Study Session**

The project was presented to the Planning Commission on June 25, 2013. Staff reported that an appeal had been filed on the Environmental Assessment Committee’s determination of the CEQA exemption for the development. The Planning Commission had several questions regarding the traffic generated by the development and impacts to the vicinity, environmental factors such as hazards and soils, parking concerns, affordable housing, open space, and commercial uses. The environmental conditions have been addressed in the staff report regarding the appeal and the other items in the analysis below.

**ISSUES:**

**Subject Property And Surrounding Land Use, Zoning And General Plan Designations:**

LOCATION	GENERAL PLAN	ZONING	LAND USE
Subject Property:	M-sp-d (Mixed Use – Specific Plan Overlay – Design Overlay)	SP-14 (Beach and Edinger Corridors Specific Plan – Town Center Boulevard Segment)	Commercial and Industrial
North of Subject Property (across Edinger Avenue), East of Subject Property (across Gothard Street), West of Subject Property:	M-sp-d	SP-14	Commercial
South of Subject Property:	I-F2-d (Industrial – 0.50 max. floor area – Design Overlay)	IG (Industrial General)	Industrial

**General Plan Conformance:**

The General Plan Land Use Map designation on the subject property is Mixed Use – Specific Plan Overlay – Design Overlay. The proposed project is consistent with this designation and the goals, objectives, and policies of the City’s General Plan as follows:

A. Land Use Element

Goal LU 4: Achieve and maintain high quality architecture, landscape, and public open spaces in the City.

Goal LU 4.2.4: Require that all development be designed to provide adequate space for access, parking, supporting functions, open space, and other pertinent elements.

Policy LU 9.1.4: Require that recreational and open space amenities be incorporated in new multi-family developments and that they be accessible to and of sufficient size to be usable by all residents.

Goal LU 11: Achieve the development of projects that enable residents to live in proximity to their jobs, commercial services, and entertainment, and reduce the need for automobile use.

The proposed development is consistent with the Beach and Edinger Corridors Specific Plan which encourages buildings closer to the streets, wider walkways, and large open space areas to enhance the pedestrian and public experience. Approximately 25,815 sq. ft. of public open space will be provided in paseos and courtyard plazas. These areas will be designed with enhanced landscaping, seating areas, and visually appealing amenities. The architecture of the building is contemporary, incorporating notches, major façade offsets, and façade composition changes to break up the massing of the building at street frontages. A combination of stone and brick veneer is applied along the base of the building with canopies at entrances to cater to the pedestrian scale. The façade skyline is then capped with parapets and articulating rooflines. Moreover, this residential development is proposed within close proximity of new and existing commercial uses thus reducing the need for automobile use. By permitting a mix of land uses closer together, greater interaction will occur between developments and further the vision and viability of the specific plan.

B. Urban Design Element

Goal UD1: Enhance the visual image of the City of Huntington Beach.

Objective UD 1.3: Strengthen the visual character of the City's street hierarchy (i.e., major, primary, etc.) in order to clarify the City's structure and to improve Citywide identity.

Policy UD 1.3.1: Require a consistent design theme and/or landscape design character along the community's corridors, that reflects the unique qualities of each district. Ensure that streetscape standards for the major commercial corridors, the residential corridors, and primary and secondary image corridors provide each corridor with its own identity while promoting visual continuity throughout the City.

The demolition of the existing buildings and surface parking lots along Edinger Avenue will allow for the emergence of residential and pedestrian activity closer to commercial uses. The proposed building incorporates design features consistent with the BECSP including varied building articulation and height, compatible colors and materials, usable open space, and wider sidewalks thus improving the visual image along the arterial streets. A Classic Boulevard frontage road will be constructed onsite consisting of a protected parking access lane with slow moving traffic and amenities that buffer the sidewalk from the fast-moving center lanes of Edinger Avenue. Greater pedestrian activity will happen as development continues to progress consistent with the specific plan along the Edinger corridor. Public improvements are proposed to existing streets which involve wider sidewalks and parkways with pedestrian oriented street lights and enhanced landscaping.

C. Economic Development Element

Objective ED 3.3: Upgrade and modernize high-activity nodes and districts.

Policy ED 3.3.1: Work with land owners, businesses, and tenants located along the primary corridors and at the principal nodes to define the market character and to create district themes for market recognition purposes.

The existing parcels that make up the subject site currently function independently of each other with separate parking lots and connection via public sidewalks. Two of the buildings are vacant; one building is utilized as a recreation gym, and the other two buildings are occupied by retail and offices/warehouses. Overall the 8.5 acre site is underutilized and is envisioned to improve connections between developments with a more efficient land use pattern. The consolidation of these parcels would enhance the functionality of the site and it would be upgraded to promote greater pedestrian activity consistent with the intended and developing urban environment of the specific plan. The proposed project is consistent with the vision for Edinger corridor by providing housing within close proximity of commercial uses.

D. Circulation Element

Goal CE 2: Provide a circulation system which supports existing, approved and planned land uses throughout the City while maintaining a desired level of service on all streets and at all intersections.

Objective CE 3.2: Encourage new development that promotes and expands the use of transit services.

The proposed Edinger Avenue streetscape will create continuity with new development along this corridor by providing a protected parking access lane with landscaping to buffer pedestrians from the vehicular thoroughfare. Existing street medians will be reconfigured to adequately serve the project site and existing commercial site across the street. Pedestrian connectivity is improved with abundant landscaping and architectural elements through public open spaces, paseos, and wider sidewalks. Also, the project would pay fees commensurate with the project's contribution of traffic on the area-wide roadway system.

E. Housing Element

Goal H 2: Provide adequate housing to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

The development agreement would ensure that the project is developed in accordance with the development plan and guarantee that the project provides 51 onsite affordable housing units. The project represents new housing in the City that will help to fulfill the City's share of the regional housing need. The proposed project would accommodate and is designed to appeal to different age groups, and household types. Ten percent of the units will be provided for affordable housing with 43 units for moderate income levels and 8 for low income levels. Residents will benefit from the

proximity of the project to different activities and uses; it provides opportunities and convenience for many households to use alternate travel modes such as walking and bicycling to complete their daily routines and run errands, thereby serving the need for affordable housing for this segment of the population.

**Zoning Compliance:**

This project is located within Specific Plan No. 14 Beach and Edinger Corridors Specific Plan and complies with the requirements of the Town Center Boulevard Segment. The table below shows an overview of the project’s conformance to the significant development standards of the BECSP. In addition, a list of City Code Requirements of the applicable provisions of the BECSP and the Huntington Beach Zoning and Subdivision Ordinance (HBZSO) and Municipal Code has been provided to the applicant and attached to this report (Attachment No. 5) for informational purposes only.

<b>TABLE 1</b>		
<b>Provision</b>	<b>Required/Allowed in Town Center Boulevard</b>	<b>Proposed Project</b>
<b>2.2 Use Regulations</b>	Multi-family residential	Multi-family residential
<b>2.2.2 Special Retail Configuration</b>	n/a	n/a
<b>2.2.3 Affordable Housing</b>	Required over 3 units	51 units provided
<b>2.3.1 &amp; 2.3.2 Height</b>	Min. 1 story/ Max. 5 stories	4 stories
<b>2.3.3 Building Length</b>	Max. 300 ft.	295’-5” max.
<b>2.3.4 Special Building Length</b>	n/a	n/a
<b>2.3.5 Building Massing</b>	Edinger- 3L:2H to 5L:2H Other- 2L:3H to 5L:2H	Edinger 5L:2H Other 5L:2H
<b>2.4.1 Building Orientation</b>	Orientation to street required	Orientation to street or open space
<b>2.4.2 Private Frontage</b>	Various types including shopfront, corner entry, common lobby, stoop, etc.	Shopfront, Corner Entry, Common Lobby, Stoops
<b>2.4.3 Front Setback</b>	Edinger- 0 ft./15 ft. Other- 5 ft./15 ft.	Edinger 0 ft. Other 5 ft.
<b>2.4.4 Side Setback</b>	Min. 10 ft.	49’
<b>2.4.5 Rear Yard Setback</b>	Min. 10 ft.	n/a
<b>2.4.6 Alley Setback</b>	Min. 5 ft.	5 ft.
<b>2.4.7 Frontage Coverage</b>	Edinger- Min. 50% Other- Min. 50%	80% Edinger 88% Gothard 70% EW street
<b>2.4.8 Space Between Buildings</b>	n/a	n/a
<b>2.4.9 Build-to-Corner</b>	Required	Provided
<b>2.5.1 Improvements to Existing Streets</b>	Classic Boulevard required Neighborhood Streets required	Edinger- Classic Blvd. Gothard- Neighborhood St.
<b>2.5.2 Provision of New Streets</b>	n/a	n/a
<b>2.5.3 Block Size</b>	Max. 3000 ft.	n/a
<b>2.5.4 Street Connectivity</b>	n/a	n/a

<b>2.5.5 Required East-West Street Connection</b>	Required	Provided
<b>2.5.6 Residential Transition-Boundary Street</b>	n/a	n/a
<b>2.5.7 Street Types</b>	Alley permitted	Provided with parallel parking
<b>2.6.1 Provision of Public Open Space</b>	Res.- 50 SF/unit = 25,500 sq. ft.	25,815 sq. ft.
<b>2.6.2 Special Public Open Space</b>	n/a	n/a
<b>2.6.3 Provision of Private Open Space</b>	Res.- 60 SF/unit = 30,600 sq. ft.	55,396 sq. ft.
<b>2.6.4 Public Open Space Types</b>	Park, Linear Green, Square, Plaza, Mid-Block Green, Courtyard Plaza, Passage/Paseo, Pocket Park/Playground	Courtyard Plaza, Passage/Paseo
<b>2.6.5 Private Open Space Types</b>	Courtyard, Private Yard, Rooftop Deck or Garden, Balcony	Courtyard, Balcony
<b>2.6.6 Stormwater Mgmt</b>	BMPs required, Priority Project	Provided – WQMP required to ensure compliance
<b>2.6.7 Stormwater BMP Types</b>	Source Control BMPs, Site Design BMPs, Treatment Control BMPs	Provided- WQMP required to ensure compliance
<b>2.6.8 Open Space Landscaping</b>	Required	Provided – see public open space section of this report
<b>2.6.9 Setback Area Landscaping Types</b>	Boulevard Landscaping req. Neighborhood St req. Interior Block Setback req.- groundcover, moderate or heavy	Complies, ground cover, wood chips, gravel mulch provided, moderate screening at interior perimeters
<b>2.7.1 Provision of Parking</b>	Office- 3.5 min/1000 sq. ft. Residential- Studio/1b = 1 min/unit (272units) 2br+ = 1.5 min/unit (238units) Guest = 2min/10 units (102)  749 total required	862 in structure 17 angled parking in Classic Blvd. 10 parallel parking on E-W street  889 total
<b>2.7.2 Parking Types</b>	Surface Lot – side, rear, Structure – wrapped all levels, partially submerged podium, underground structure	Structure wrapped all levels
<b>2.8.1 Façade Regulations</b>	Top and Base - required	Provided – see analysis

**Urban Design Guidelines Conformance:**

The project is required to comply with the architectural regulations and guidelines of the BECSP. A detailed discussion of the project's design is provided in the Analysis section of this staff report.

**Environmental Status:**

The proposed project is exempt under the provisions of the California Environmental Quality Act pursuant to Section 15182 of the CEQA Guidelines and Government Code 65457, which states that when an Environmental Impact report (EIR) has been prepared for a specific plan, there is no need to prepare an EIR or Mitigated Negative Declaration (MND) for residential projects in conformity with that specific plan. Furthermore, implementation of the project would not result in any new or more severe potentially adverse environmental impacts that were not considered in the previously certified Program EIR for the Beach and Edinger Corridors Specific Plan project. The Environmental Assessment Committee also reviewed the checklist prepared for this project and determined that potentially significant effects of the project have been analyzed pursuant to the BECSP Program EIR No. 08-008 and can be mitigated pursuant to applicable mitigation measures adopted for the BECSP Program EIR. Prior to any action on Site Plan Review No. 12-002/ Tentative Parcel Map No. 12-113/ Development Agreement No. 13-002, it is necessary for the Planning Commission to act on the Environmental Assessment No. 13-002 (Appeal). Staff is recommending that the exemption be approved with findings.

**Coastal Status:** Not applicable.

**Redevelopment Status:** Not applicable.

**Design Review Board:** Not applicable

**Subdivision Committee:** Not applicable.

**Other Departments Concerns and Requirements:**

The Departments of Public Works, Police, Fire, and Planning and Building have reviewed the project and identified a list of recommended conditions that are incorporated into the suggested conditions of approval as well as code requirements (Attachment No. 5).

**Public Notification:**

Legal notice was published in the Huntington Beach/Fountain Valley Independent on June 27, 2013, and notices were sent to property owners of record and tenants within a 500 ft. radius of the subject property, individuals/organizations requesting notification (Planning Division's Notification Matrix), applicant, and interested parties. As of July 2, 2013, no communication supporting or opposing the request has been received.

**Application Processing Dates:**

**DATE OF COMPLETE APPLICATION:**  
June 10, 2013

**MANDATORY PROCESSING DATE(S):**  
August 10, 2013 (within 60-days)

**ANALYSIS:**

The purpose of the BECSP is to enhance the overall economic performance, physical beauty and functionality of the Beach Boulevard and Edinger Avenue Corridors. Future development would

transform existing commercial strips, which are predominantly lined with large expanses of pavement or underperforming uses, to a pattern of centers and segments generating increased activity and greater interaction between developments. As previously mentioned, the project site is located within the Town Center Boulevard segment of the BECSP. Development within this segment would be configured in a pattern that would support pedestrian activity, consist of uses that will serve the surrounding community, and would ultimately make transit riding an appealing alternative to automobile use.

### *BECSP Conformance*

The proposed project is consistent with the intent of the Town Center Boulevard segment of the BECSP as stated above and overall objective of the BECSP to improve the vitality of the Edinger Avenue corridor by providing 510 residential units to support the commercial opportunities existing and anticipated in the vicinity. Although the project does not itself include commercial uses, it is within close proximity to other key developments including Goldenwest College, Bella Terra, Huntington Beach Lofts, Edinger Plaza, and Boardwalk, which provide the commercial and public services that the proposed development will support. The Boardwalk project provides approximately 14,500 sq. ft. of commercial uses and the HB Lofts provides approximately 10,000 sq. ft. of commercial uses. It is not necessary for this project to include commercial uses to serve the residential uses because there is and will be an abundant amount of commercial services available. The urban environment will further form when there is sufficient supporting residential uses to accommodate the growing commercial uses. Alternate modes of travel such as walking and bicycling become more appealing when enhanced larger walkways are provided and integrated between developments. Proposed site improvements will provide wider pedestrian sidewalks throughout the project and large open public spaces. As discussed under the Zoning Conformance section of this report, the project complies with the BECSP development code and does not include any requests to deviate from the development standards. Adequate emergency access is provided in and around the site with the installation of a new frontage road, East-West connector street, and fire access lane along the perimeter of the site. Sufficient parking (exceeds code requirements) for the residential project is incorporated in an enclosed parking structure, hidden behind the dwelling units, and accessible from the new frontage road along Edinger Avenue and new street along the southerly property line. The project is within the allowable Maximum Amount of Net New Development (MAND) in the BECSP. Edinger Avenue has a MAND of 1,745 dwelling units. There are 364 remaining units to be developed for this corridor after taking into account the proposed project of 510 units with the 384-units of HB Lofts and 487-units of Boardwalk.

### *Building Massing and Scale*

The BECSP relies on massing and scale to dictate the desired building form and interaction with the public experience. As the building expands horizontally, the height of the building is vertically proportioned for orientation to the pedestrian environment. The flat plane of the façade is then separated into volumes accented with insets, offsets, notches, and material and colors changes. For the proposed design, the building facades incorporate a variety of attractive elements. The dominant treatment along the exterior base involves brick and stone veneer as well as the placement of metal canopies and sun shades at the first and second floors near building entrances. Applied as the top element of the facades are caps, cornices, and flat and hipped roofs. Inset balconies, wall projections, and intermittent setbacks combine with rich landscaping to beautify the street frontages creating an inviting pedestrian and public space.

The maximum height for the subject site is five stories. The proposed building complies and is four stories high with lofts in 85 of the 132 fourth floor units. Although building height is measured in stories for compliance with the BECSP, the height from the streets range from 59 ft. (including the three ft. elevation above the floodplain) and 65 ft. at the towers. Along Edinger Avenue, the building height is limited to four stories within 65 ft. of the sidewalk. As seen along this frontage, the height is articulated from the scale of the flat cap towers to lowered shaped parapets and stepback caps and hipped roofs. The other facades are further articulated with the addition of lofts at the fourth floor units, which creates an attractive façade skyline along these highly traveled streets.

### *Land Use Compatibility*

The proposed four-story residential development is compatible with existing and anticipated land uses in the immediate vicinity including the 384-unit Huntington Beach Lofts, 467-unit Village at Bella Terra, and 487-unit Boardwalk projects, which range from four stories to five stories in height and are composed of a mixture of commercial and residential land uses. Existing single family residential uses are also located southwest of the site beyond the existing westerly flood channel. The project will not significantly impact existing residential uses because the proposed building is located approximately 90 feet away and separated by a flood channel. The project would be buffered from commercial uses through perimeter setback areas of landscaping, sidewalks, and streets. Interior noise would be minimized through noise attenuation features. Development of the site would enhance the visual image of the Edinger corridor and expand the vision of the specific plan.

### *Site Layout & Circulation*

#### Access

Vehicular access to the project site is proposed via two primary entry points, one on Edinger Avenue and the other on Gothard Street. Existing medians on Edinger Avenue would be reconfigured to accommodate vehicular movement for westbound and eastbound traffic into the subject site. The Edinger Avenue access is located at the northwest corner of the site and consists of the one-way protected parking access lane known as the Classic Boulevard requirement of the specific plan. This same feature is included in the Boardwalk project. The parking access lane provides entrance into the parking structure concealed behind the residential units. The Gothard Street access is located at the southeast corner of the site and establishes the beginning of the East-West connector street required by the specific plan. It is designed with two-way travel lanes and parallel parking, in addition to providing another entrance into the parking structure behind the residential units. As property to the west develops, this East-West connector street will be continued until it connects to Goldenwest Street.

The project's access points have been designed to comply with the requirements of the BECSP and respond to the Fire Department's request for improved emergency access. In addition, a condition of approval is recommended to provide an offer for reciprocal access as property to the west redevelops and the East-West connector street will be continued. The property owner will be responsible for ensuring the improvement is continued and designed on the subject site to allow adjacent development to connect the street.

Pedestrian access is enhanced with the inclusion of 4 ft. to 12 ft. wide walkways and 5 to 6 ft. wide landscape planters along street frontages. The perimeter of the site is constructed with sidewalks which lead to interior corridors within the building. These corridors are at a minimum of 5'-6" in width and connect the residential units to the parking garage and building entrances/exits. These corridors are further linked to the private and public courtyards that are resourcefully spaced throughout the development. Security gates will enclose these open spaces for preventive measures during late evening hours, but will be open for public access into the public courtyard plazas during daylight hours. The first floor of the residential building is also oriented toward the streets with private frontage treatments such as stoops leading to individual units, forecourts, and common lobby entrances. The prominent tower at the northeast corner of the site provides direct entrance into the building for pedestrians patronizing commercial uses in the vicinity.

### Open Space

The public open space courtyards are configured with linkage to the public sidewalks and visibility along the street frontages. They will include 16 ft. to 20 ft. wide paseos, signage for public access, and adorned with amenities such as sculptural elements, seating areas and game tables for public use. Two of the courtyard plazas located at the northeast portion of the site are 1/5<sup>th</sup> acre in size and joined together by a two-story high, 10'-6" wide passage/paseo. Pedestrians are able to travel from the sidewalk along Edinger Avenue through the public open spaces and continue onto the Gothard Street sidewalk. A few of the units are also oriented to the public open spaces with stoops for access into their apartments. The private open space courtyards are accessible from within the development providing guest amenities including lounge seating, barbeque and fire pits, resort-style swimming pool and spa, cabanas, fitness center, and a clubhouse. All the residential units also have private balconies and patios. The inclusion of these improvements creates an inviting pedestrian experience for both visitors and residents.

### Parking

Although automobile use is prevalent in California and continually growing, cities are examining their streets and circulation plans and finding ways to encourage a greener environment. With the adoption of the BECSP, the parking ratio requirements have overall reduced to focus on the pedestrian experience and alternate modes of transportation, though not completely eliminating vehicle parking. As developments continue to interact by constructing commercial uses closer to supporting residential uses, the urban environment expands and individuals rely on easier traveling methods such as walking and bicycling. The proposed project meets and exceeds the minimum amount of required vehicle parking. A total of 749 parking spaces are required for the project and a total of 889 spaces are provided. The apartment building will have a mix of 22 studio units, 250 one-bedroom units, 218 two-bedroom units, and 20 three-bedroom units. The parking structure will provide 862 spaces, while a minimum of 27 spaces are available in the frontage road and new East-West Street. A total of 144 guest stalls are proposed on the property including those located outside the structure. Although the frontage road and East-West street parking spaces are available to the public and guests, residents may still park within these stalls. No time or visitor parking restrictions are proposed on these stalls. The parking structure will be secured with entry gates, so guests will have to call through to gain access to the spaces. Guest spaces in the structure are primarily located in the subterranean and top levels.

## *Development Agreement*

The City is authorized pursuant to California Government Code Section 65864 et. seq. and Chapter 246 of the HBZSO to enter into binding development agreements with persons or entities owning legal interests in real property located within the City. The objective of a development agreement is to provide assurances that an applicant may proceed with a project in accordance with existing policies and standards in place at the time of project approval. The City and property owners desire to enter into a development agreement for the subject site in order to achieve the mutually beneficial development of the property and ensure that the project is developed in accordance with the approved project pursuant to Site Plan Review No. 12-002 and Section 2.2.3 of the BECSP.

The development agreement would be effective for seven years and vests the developer's rights to construct the project pursuant to the terms of the agreement. Development Agreement No. 12-002 refers to the project's "Development Plan," which complies with the BECSP development code. In addition, the development agreement is consistent with the General Plan land use designation for the site insofar as the project is consistent with the General Plan land use designation. As discussed in the General Plan Conformance Section of this report, the development agreement would conform to applicable goals and policies of the General Plan.

### Affordable Housing

The project is required to provide affordable housing in accordance with the BECSP and conditions of approval for the project. Of the 510 total units, the project will provide 51 affordable units on-site. 48 of the affordable units would be made available to moderate income households and the remaining 8 affordable units would be available to low income households. The development agreement stipulates these requirements in addition to a 55-year affordability period and the timing for which the affordable units shall be constructed. The development agreement also includes a separate affordable housing agreement to be recorded, which further specifies details of the affordable units including income requirements, household size and the timing for the affordability period to take effect. Current rent rates for low income households range from \$888 for a studio to \$1,232 for a three-bedroom unit and for moderate income households, the rents range from \$1,651 for a studio to \$2,322 for a three-bedroom unit.

### **SUMMARY:**

Staff recommends approval of Site Plan Review No. 12-002/Tentative Parcel Map No. 12-113/Development Agreement No. 13-002 because the project:

- Implements the objectives of the BECSP to improve the vitality of the Edinger Avenue corridor.
- Provides a residential development that is consistent with the BECSP development code and compatible with the surrounding existing and anticipated land uses.
- Creates an environment that supports pedestrian and bicycle activity and increases housing.
- Serves affordable housing needs of the community by providing on-site affordable housing units.
- Provides a high quality architectural design integrating design elements that promote a healthy and active lifestyle as an image for Huntington Beach.
- Reduces adverse environmental impacts to the extent feasible.

**ATTACHMENTS:**

1. Suggested Findings and Conditions of Approval for Site Plan Review No. 12-002/Tentative Parcel Map No. 12-113/Development Agreement No. 13-002
2. Site Plan, Floor Plans and Elevations dated June 10, 2013
3. Tentative Parcel Map No. 12-113 dated May 20, 2013
4. Project Narrative dated June 10, 2013
5. Code Requirements Letter dated June 18, 2013 (for informational purposes only)
6. Draft Ordinance - Pedigo Apartments Development Agreement

SH:MBB:ja:kd

## **ATTACHMENT NO. 1**

### **SUGGESTED FINDINGS AND CONDITIONS OF APPROVAL**

#### **SITE PLAN REVIEW NO. 12-002**

#### **TENTATIVE PARCEL MAP NO. 12-113**

#### **DEVELOPMENT AGREEMENT NO. 13-002**

### **SUGGESTED FINDINGS FOR CEQA EXEMPTION:**

The Planning Commission finds that the project will not have any significant effect on the environment and is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15182 of the CEQA Guidelines and Government Code 65457, because the project is a residential development that conforms with the Beach and Edinger Corridors Specific Plan for which Program EIR No. 08-008 was adopted and implementation of the project would not result in any new or more severe potentially adverse environmental impacts that were not considered in the Final EIR for the BECSP. Compliance with all applicable mitigation measures adopted for the Specific Plan will be required of the project. In light of the whole record, none of the circumstances described under Section 15162 of the CEQA Guidelines or 65457 of the Government Code are present and, therefore, no EIR or MND is required.

The Project, located at the southwest corner of Edinger Avenue and Gothard Street, consists of a four-story with lofts, 510-unit multi-family residential apartment development with on-site public and private open space and a six-level parking structure. The development site is located within the Town Center Boulevard Segment of the Beach and Edinger Corridors Specific Plan (BECSP) area. The City certified Program EIR No. 08-008 on December 8, 2009 and adopted the BECSP on March 1, 2010. The BECSP anticipates development of 4,500 total new dwelling units including 1,745 units on Edinger Avenue. The 510 units contemplated by the project is within the total new dwelling units permitted on Edinger Avenue under the approved BECSP. The project conforms to all standards and regulations of the BECSP development code. Accordingly, no changes requiring revision of the previously certified Program EIR are proposed as part of the project, nor have any circumstances changed requiring revision of the previously certified Program EIR. In addition, no new information identifies that implementation of the BECSP, including the project, will have significant effects that were not discussed in the previously certified Program EIR or that the significant effects identified in the certified Program EIR will be substantially more severe than determined in the Program EIR. Nor is there new information showing that mitigation measures or alternatives not previously adopted would substantially reduce one or more significant effects of the Project.

### **SUGGESTED FINDINGS FOR APPROVAL - TENTATIVE PARCEL MAP NO. 12-113:**

1. Tentative Parcel Map No. 12-113 for the consolidation of five parcels into one 8.5 acre parcel is consistent with the General Plan Land Use Element designation of Mixed Use on the subject property. The project complies with all applicable code provisions of the Subdivision Map Act, Huntington Beach Zoning and Subdivision Ordinance, and Beach and Edinger Corridors Specific Plan. The

project will result in the demolition of five existing commercial and industrial buildings and facilitate the development of a 510 unit apartment building, allowed by code.

2. The site is physically suitable for the type and density of development. It is located within the Beach and Edinger Corridors Specific Plan, which permits residential uses within close proximity of commercial uses. The specific plan is a form-based code that does not rely on density to limit development, but rather the building form to create an attractive public experience appealing to pedestrians. By merging the five lots into one, the site will function as an integrated development compatible with the vision of the growing urban Edinger corridor.
3. The design of the subdivision or the proposed improvements will not cause serious health problems or substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site was previously developed and does not contain any significant habitat for wildlife or fish. In accordance with the California Environmental Quality Act, the project will mitigate potential impacts to less than significant levels. Design features of the project as well as compliance with the provisions of the Beach and Edinger Corridors Specific Plan will ensure that the project will not significantly impact the function and value of any resources adjacent to the project site. The project will comply with applicable mitigation measures pursuant to Program EIR No. 08-008.
4. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision unless alternative easements, for access or for use, will be provided. Vehicular access is provided throughout the project including the creation of a frontage road abutting Edinger Avenue and East-West street along the south property line. The project will provide all necessary easements and will not affect any existing easements.

#### **SUGGESTED FINDINGS FOR APPROVAL – SITE PLAN REVIEW NO. 12-002:**

1. Site Plan Review No. 12-002 for the construction of a multi-family residential development consisting of 510 dwelling units and associated improvements including public and private open space areas, a leasing office, fitness and clubhouse amenities and a six-level parking structure, will not be detrimental to the general welfare of persons working or residing in the vicinity or detrimental to the value of the property and improvements in the neighborhood. The proposed project will replace existing site improvements, which include five commercial and industrial buildings and surface parking. The multi-family residential development, with the recommended conditions of approval incorporates architectural and design elements that provide maximum compatibility of use and design with the existing and anticipated development in the vicinity of the project site, promotes the revitalization and restructuring of an aging segment of Edinger Avenue, and supports the existing commercial development surrounding the site. The proposed structure is four stories in height with lofts on the fourth floor and features enhanced building materials and colors, building recesses and façade offsets, variation in massing composition and connections between arterial streets and public open spaces. The project's conformance to the Beach and Edinger Corridors Specific Plan (BECSP) further ensures that the form, height, and architectural design convey an overall high level of quality.
2. The project will not adversely affect the Circulation Plan of the BECSP. The project will provide public right-of-way improvements along Edinger Avenue and Gothard Street pursuant to the BECSP

development code. The improvements to Edinger Avenue create continuity with the vision of the corridor which is to provide a protected parking access lane with slow moving traffic and amenities that buffer the sidewalk from the central fast-moving center of Edinger Avenue. The improvements to Gothard Street create a neighborhood scene with a six-foot wide sidewalk buffered by six-foot wide landscaping and low pedestrian street lighting. The public frontages of the arterial streets establish public realms that focus on pedestrians rather than vehicles. Pedestrian connectivity from the development's public open spaces to the public streets will be enhanced with signage, as conditioned, and landscaping to attract activity into and around the site. The project will pay fees commensurate with the project's contribution of traffic on the area-wide roadway system.

3. The proposed multi-family residential development will comply with the provisions of the BECSP development code as specified in the Town Center Boulevard Segment. In addition, the project meets all applicable provisions of Titles 20-25 of the Huntington Beach Zoning and Subdivision Ordinance. The proposed project meets code requirements in terms of building height, massing and volume, setbacks, landscaping, streetscape improvements, public and private open space, and parking.
4. The project is consistent with the City's General Plan and applicable requirements of the Municipal Code. The granting of the site plan review will not adversely affect the General Plan. It is consistent with the Land Use Element designation of Mixed Use – Specific Plan Overlay – Design Overlay on the subject property. In addition, it is consistent with the following goals, objectives and policies of the General Plan:

A. Land Use Element

Goal LU 4: Achieve and maintain high quality architecture, landscape, and public open spaces in the City.

Goal LU 4.2.4: Require that all development be designed to provide adequate space for access, parking, supporting functions, open space, and other pertinent elements.

Policy LU 9.1.4: Require that recreational and open space amenities be incorporated in new multi-family developments and that they be accessible to and of sufficient size to be usable by all residents.

Goal LU 11: Achieve the development of projects that enable residents to live in proximity to their jobs, commercial services, and entertainment, and reduce the need for automobile use.

The proposed development is consistent with the Beach and Edinger Corridors Specific Plan which encourages buildings closer to the streets, wider walkways, and large open space areas to enhance the pedestrian and public experience. Approximately 25,815 sq. ft. of public open space will be provided in paseos and courtyard plazas. These areas will be designed with enhanced landscaping, seating areas, and visually appealing amenities. The architecture of the building is contemporary, incorporating notches, major façade offsets, and façade composition changes to break up the massing of the building at street frontages. A combination of stone and brick veneer is applied along the base of the building with canopies at entrances to cater to the pedestrian scale. The façade skyline is then capped with parapets and articulating rooflines. Moreover, this

residential development is proposed within close proximity of new and existing commercial uses thus reducing the need for automobile use. By permitting a mix of land uses closer together, greater interaction will occur between developments and further the vision and viability of the specific plan.

B. Urban Design Element

Goal UDI: Enhance the visual image of the City of Huntington Beach.

Objective UD 1.3: Strengthen the visual character of the City's street hierarchy (i.e., major, primary, etc.) in order to clarify the City's structure and to improve Citywide identity.

Policy UD 1.3.1: Require a consistent design theme and/or landscape design character along the community's corridors, that reflects the unique qualities of each district. Ensure that streetscape standards for the major commercial corridors, the residential corridors, and primary and secondary image corridors provide each corridor with its own identity while promoting visual continuity throughout the City.

The demolition of the existing buildings and surface parking lots along Edinger Avenue will allow for the emergence of residential and pedestrian activity closer to commercial uses. The proposed building incorporates design features consistent with the BECSP including varied building articulation and height, compatible colors and materials, usable open space, and wider sidewalks thus improving the visual image along the arterial streets. A Classic Boulevard frontage road will be constructed onsite consisting of a protected parking access lane with slow moving traffic and amenities that buffer the sidewalk from the fast-moving center lanes of Edinger Avenue. Greater pedestrian activity will happen as development continues to progress consistent with the specific plan along the Edinger corridor. Public improvements are proposed to existing streets which involve wider sidewalks and parkways with pedestrian oriented street lights and enhanced landscaping.

C. Economic Development Element

Objective ED 3.3: Upgrade and modernize high-activity nodes and districts.

Policy ED 3.3.1: Work with land owners, businesses, and tenants located along the primary corridors and at the principal nodes to define the market character and to create district themes for market recognition purposes.

The existing parcels that make up the subject site currently function independently of each other with separate parking lots and connection via public sidewalks. Two of the buildings are vacant; one building is utilized as a recreation gym, and the other two buildings are occupied by retail and offices/warehouses. Overall the 8.5 acre site is underutilized and is envisioned to improve connections between developments with a more efficient land use pattern. The consolidation of these parcels would enhance the functionality of the site and it would be upgraded to promote greater pedestrian activity consistent with the intended and developing urban environment of the

specific plan. The proposed project is consistent with the vision for Edinger corridor by providing housing within close proximity of commercial uses.

D. Circulation Element

Goal CE 2: Provide a circulation system which supports existing, approved and planned land uses throughout the City while maintaining a desired level of service on all streets and at all intersections.

Objective CE 3.2: Encourage new development that promotes and expands the use of transit services.

The proposed Edinger Avenue streetscape will create continuity with new development along this corridor by providing a protected parking access lane with landscaping to buffer pedestrians from the vehicular thoroughfare. Existing street medians will be reconfigured to adequately serve the project site and existing commercial site across the street. Pedestrian connectivity is improved with abundant landscaping and architectural elements through public open spaces, paseos, and wider sidewalks. Also, the project would pay fees commensurate with the project's contribution of traffic on the area-wide roadway system.

E. Housing Element

Goal H 2: Provide adequate housing to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

The development agreement would ensure that the project is developed in accordance with the development plan and guarantee that the project provides 51 onsite affordable housing units. The project represents new housing in the City that will help to fulfill the City's share of the regional housing need. The proposed project would accommodate and is designed to appeal to different age groups, and household types. Ten percent of the units will be provided for affordable housing with 43 units for moderate income levels and 8 for low income levels. Residents will benefit from the proximity of the project to different activities and uses; it provides opportunities and convenience for many households to use alternate travel modes such as walking and bicycling to complete their daily routines and run errands, thereby serving the need for affordable housing for this segment of the population.

**SUGGESTED FINDINGS FOR APPROVAL - DEVELOPMENT AGREEMENT NO. 13-002:**

1. The development agreement is consistent with the General Plan and Beach and Edinger Corridors Specific Plan. Development Agreement No. 13-002 provides for construction of the Pedigo Apartment project with approval for Site Plan Review No. 12-002 and will conform to the goals and

policies of the General Plan. The development agreement ensures the construction of 51 affordable housing units within the project in accordance with the provisions of the Specific Plan for a 55 year period. The development agreement is consistent with the following goals and policies of the General Plan:

A. Housing Element

Goal H 2: Provide adequate housing sites to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

B. Land Use Element

Goal LU 4: Achieve and maintain high quality architecture, landscape, and public open spaces in the City.

Goal LU 7: Achieve a diversity of land uses that sustain the City's economic viability, while maintaining the City's environmental resources and scale and character.

Goal LU 8: Achieve a pattern of land uses that preserves, enhances, and establishes a distinct identity for the City's neighborhoods, corridors, and centers.

Goal LU 9: Achieve the development of a range of housing units that provides for the diverse economic, physical, and social needs of existing and future residents of Huntington Beach.

The project represents new housing in the City that will help to fulfill the City's share of the regional housing need. Ten percent of the units will be provided for affordable housing with 43 units for moderate income levels and 8 units for low income levels. Residents will benefit from the proximity of the project to different activities and uses. It provides opportunities and convenience for many households to use alternate travel modes such as walking and bicycling to complete their daily routines and run errands, thereby serving the need for affordable housing for this segment of the population. The Edinger Corridor will be revived with the incorporation of housing closer to commercial projects to generate activity in an area that was previously viewed as underutilized and declining.

**SUGGESTED CONDITIONS OF APPROVAL – TENTATIVE PARCEL MAP NO. 12-113:**

1. The Tentative Parcel Map No. 12-113 for the consolidation of five parcels into one 8.5 acre parcel received and dated May 20, 2013 shall be the approved layout.
2. Prior to recordation of the final map, building permits shall be obtained and finalized for demolition of the existing structures.

3. Prior to issuance of building permits, the final parcel map shall be recorded with the County of Orange.

**SUGGESTED CONDITIONS OF APPROVAL – SITE PLAN REVIEW NO. 12-002:**

1. The site plan, floor plans, and elevations received and dated June 10, 2013 shall be the conceptually approved design with the following modifications:
  - a. Signage shall be posted at entrances of the paseos and throughout the public open spaces identifying public access and use. The signage plan shall be reviewed and approved by the Departments of Public Works, Community Services, and Planning and Building.
  - b. The public open spaces shall be improved with amenities such as bike racks, public art element, benches, trash receptacles, and shade trees. The final design for the public open space shall be reviewed and approved by the Planning Division and Community Services Department.
  - c. A minimum of 10 parking spaces shall be designated for Electric Vehicle (EV) charging stations.
  - d. The interior of the parking structure shall be painted in white and lighting shall be located directly between parking stalls or in the center of parking structure aisles. Cameras shall be placed at the entrance and exit of the parking structure as well as elevator waiting areas, stairwells, trash areas, bicycle areas, fitness center and clubhouse. The cameras shall record 24 hours, seven days a week. Minimum 800 MHz radio antennas shall be installed so that emergency personnel can effectively receive/transmit in the parking structure.
  - e. All new utilities such as backflow devices, Edison transformers, and double check detector assembly devices shall be relocated outside of the front yard setbacks and screened from view by landscaping subject to review and approval by the Planning and Building Department.
2. Comply with all mitigation measures adopted for the project in conjunction with Environmental Impact Report No. 08-008 as specified in the Mitigation Monitoring Program for Pedigo Apartments.
3. At least 14 days prior to any grading activity, the property owner/developer shall provide notice in writing to property owners of record and tenants of properties within a 500-foot radius of the project site as noticed for the public hearing. The notice shall include a general description of planned grading activities and an estimated timeline for commencement and completion of work and a contact person name with phone number. Prior to issuance of the grading permit, a copy of the notice and list of recipients shall be submitted to the Planning and Building Department.
4. Prior to issuance of a precise grading permit, the following shall be completed:
  - a. An interim parking and building materials storage plan shall be submitted to the Planning Division to assure adequate parking and restroom facilities are available for employees, customers and contractors during the project's construction phase and that adjacent properties will not be impacted by their location. The plan shall also be reviewed and approved by the

Fire Department and Public Works Department. The property owner/developer shall obtain any necessary encroachment permits from the Department of Public Works.

- b. Blockwall/fencing plans (including a site plan, section drawings, and elevations depicting the height and material of all retaining walls, walls, and fences) consistent with the grading plan shall be submitted to and approved by the Planning Division. Double walls shall be prohibited. Interior property line walls (west, south) shall be a maximum of six feet in height and comply with Section 2.6.8 (4) of the BECSP. Prior to construction of any new walls, a plan must be submitted identifying the removal of any existing walls/fences next to the new walls, and shall include approval by property owners of adjacent properties. The plans shall identify materials, seep holes and drainage.
  - c. All design and construction shall be per the City Standard codes and street configuration and specifications of the Beach and Edinger Corridors Specific Plan. The frontage along Edinger Avenue shall comply with the "Classic Boulevard" configuration and the frontage along Gothard Street shall comply with the "Neighborhood Street" configuration. **(PW)**
  - d. A lighting plan depicting the boulevard-scale street lighting and pedestrian-scale street lighting along street frontages shall be submitted to the Planning and Building Department for review and approval by the Planning Division and Public Works Department.
5. Prior to submittal for building permits, the following shall be completed:
- a. One set of project plans and one 8 ½ inch by 11 inch set of all colored renderings, elevations, and materials sample and color palette, revised pursuant to Condition of Approvals and Code Requirements, shall be submitted for review, approval, and inclusion in the entitlement file, to the Planning Division.
  - b. Zoning entitlement conditions of approval, code requirements identified herein and code requirements identified in separately transmitted memorandum from the Departments of Fire, Building, and Public Works shall be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
  - c. Submit three (3) copies of the site plan and floor plans and the processing fee to the Planning Division for addressing purposes.
  - d. Contact the United States Postal Service for approval of mailbox location(s).
6. Prior to issuance of building permits, the following shall be completed:
- a. The Developer shall provide a Landscape Maintenance License Agreement for the continuing maintenance and liability of all landscaping, irrigation, furniture and enhanced hardscape that is located along the project frontage within the public right of way. The agreement shall describe all aspects of maintenance such as enhanced sidewalk cleaning, trash cans, disposal of trash, signs, tree or palm replacement and any other aspect of maintenance that is warranted by the development plan improvements proposed. The agreement shall state that the property

ownership shall be responsible for all costs associated with maintenance, repair, replacement, liability and fees imposed by the County, City and/or Caltrans. **(PW)**

- b. A public art element, approved by the Design Review Board, Director of Planning and Building, and the Cultural Services Supervisor, shall be depicted on the plans. Public Art shall be innovative, original, and of artistic excellence; appropriate to the design of the project; and reflective of the community's cultural identity (ecology, history, or society).
- c. The developer shall underground all overhead 12kV electrical distribution and any overhead communication line along the Edinger Avenue frontage. **(PW)**
- d. The subject property shall provide an irrevocable offer to dedicate a reciprocal accessway (East-West street) between the subject site and westerly property. The design, location, and width of the accessway shall be reviewed by the Planning and Building Department and Public Works Department. The accessway design shall consist of vehicular access, pedestrian access, and landscaping consistent with the existing streetscape. The subject property owner shall share responsibility for making necessary improvements to implement the reciprocal accessway. The legal instrument shall be submitted to the Planning Division a minimum of 30 days prior to building permit issuance. The document shall be approved by the Planning Division and the City Attorney as to form and content and, when approved, shall be recorded in the Office of the County Recorder prior to final building permit approval. The recorded agreement shall remain in effect in perpetuity, except as modified or rescinded pursuant to the expressed written approval of the City of Huntington Beach.

7. Prior to occupancy of the first dwelling unit, the following shall be completed:

- a. Enhanced paving materials shall be provided at vehicular entrances to the parking structure and pedestrian connections.
- b. A Parking Management Plan, approved by the property owner/developer shall be submitted for review and approval by the Planning Division. Said plan shall depict designated (residents, employees/guests) parking space locations.

8. The use shall comply with the following:

- a. All entry points to residences, fitness area, and clubhouse shall be monitored by secured FOB type entries and security cameras. **(PD)**

9. The developer or developer's representative shall be responsible for ensuring the accuracy of all plans and information submitted to the City for review and approval.

10. SPR 12-002 shall become null and void pursuant to the terms of the Development Agreement.

11. Incorporating sustainable or "green" building practices into the design of the proposed structures and associated site improvements is highly encouraged. Sustainable building practices may include (but are not limited to) those recommended by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Program certification

(<http://www.usgbc.org/DisplayPage.aspx?CategoryID=19>) or Build It Green's Green Building Guidelines and Rating Systems (<http://www.builditgreen.org/green-building-guidelines-rating>).

**INDEMNIFICATION AND HOLD HARMLESS CONDITION:**

The owner of the property which is the subject of this project and the project applicant if different from the property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Huntington Beach and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council, Planning Commission, or Design Review Board concerning this project. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.



**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTHWEST, INC.**  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

**ZONING CONFORMANCE MATRIX**  
 HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

15-089 June 10, 2013



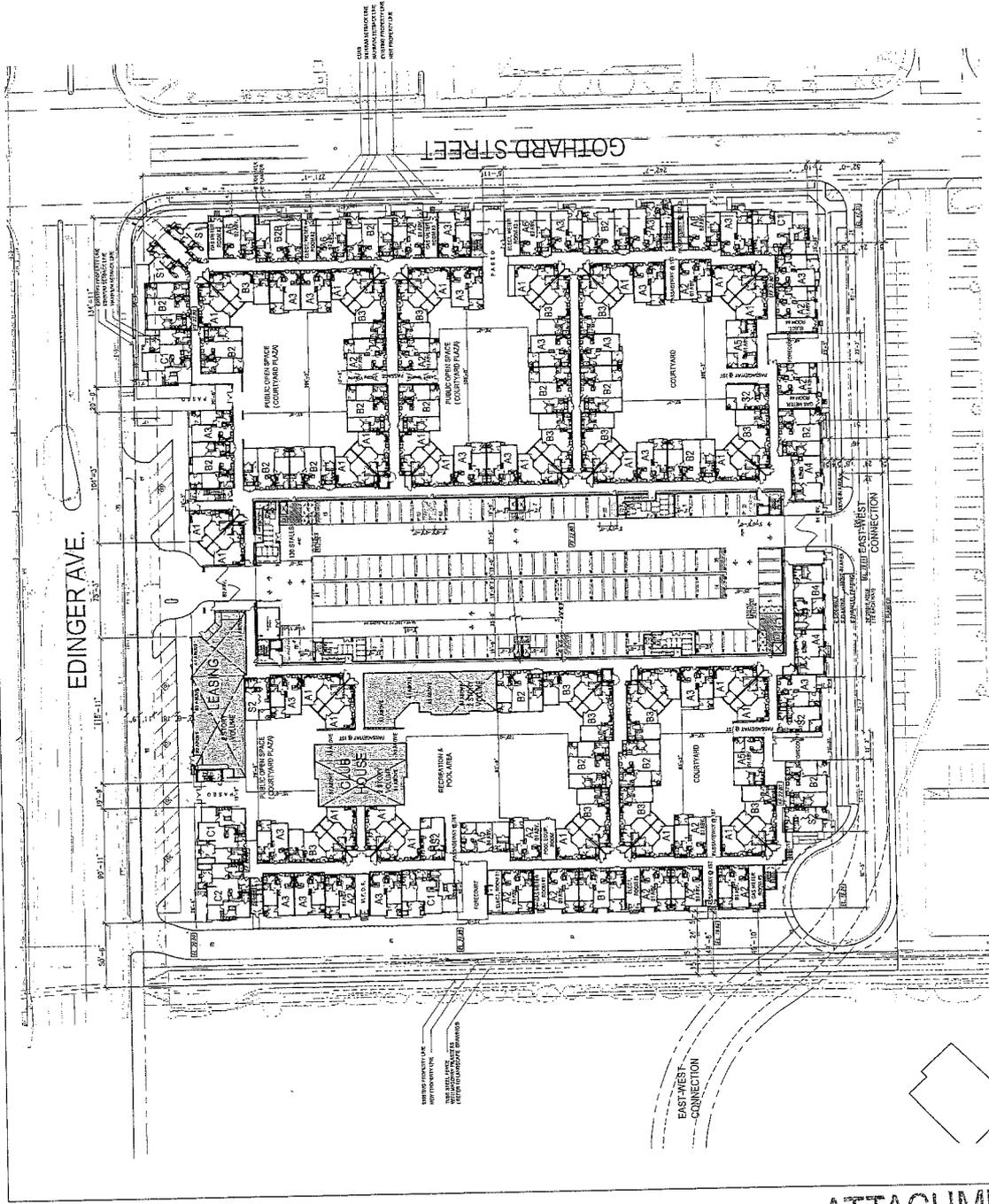
© 2013 Architects Orange  
 All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Architects Orange.

TITLE SHEET	A1.1
NO. ITEM	DATE
1	04.02.12
2	09.27.12
3	11.28.12
4	01.30.13
5	03.09.13
6	05.10.13
7	05.10.13

AGENCY SUBMITTAL 06.10.13

CASE FILE NUMBER: K

Item	Description	Code	Requirement	Compliance	Notes
3.1.1	Building Height	3.1.1	Maximum building height shall not exceed 35 feet above the ground level.	Complete - Sheet A1.1	
3.1.2	Setback	3.1.2	Minimum setbacks shall be as follows: Front: 10 feet; Side: 5 feet; Rear: 10 feet.	Complete - Sheet A1.1	
3.1.3	Floor Area Ratio	3.1.3	Maximum floor area ratio shall not exceed 0.50.	Complete - Sheet A1.1	
3.1.4	Lot Coverage	3.1.4	Maximum lot coverage shall not exceed 50%.	Complete - Sheet A1.1	
3.1.5	Open Space	3.1.5	Minimum open space shall be 10% of the lot area.	Complete - Sheet A1.1	
3.1.6	Screening	3.1.6	Screening shall be provided for all rear and side setbacks.	Complete - Sheet A1.1	
3.1.7	Signage	3.1.7	Signage shall be limited to 10% of the building facade.	Complete - Sheet A1.1	
3.1.8	Lighting	3.1.8	Lighting shall be designed to minimize light spill and glare.	Complete - Sheet A1.1	
3.1.9	Energy	3.1.9	Energy efficiency shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.10	Water	3.1.10	Water conservation shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.11	Fire	3.1.11	Fire safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.12	Accessibility	3.1.12	Accessibility shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.13	Historic Preservation	3.1.13	Historic preservation shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.14	Seismic	3.1.14	Seismic safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.15	Wind	3.1.15	Wind resistance shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.16	Soil	3.1.16	Soil stability shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.17	Water Quality	3.1.17	Water quality shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.18	Air Quality	3.1.18	Air quality shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.19	Noise	3.1.19	Noise shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.20	Public Safety	3.1.20	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.21	Public Works	3.1.21	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.22	Public Utilities	3.1.22	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.23	Public Art	3.1.23	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.24	Public Space	3.1.24	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.25	Public Services	3.1.25	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.26	Public Safety	3.1.26	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.27	Public Works	3.1.27	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.28	Public Utilities	3.1.28	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.29	Public Art	3.1.29	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.30	Public Space	3.1.30	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.31	Public Services	3.1.31	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.32	Public Safety	3.1.32	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.33	Public Works	3.1.33	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.34	Public Utilities	3.1.34	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.35	Public Art	3.1.35	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.36	Public Space	3.1.36	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.37	Public Services	3.1.37	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.38	Public Safety	3.1.38	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.39	Public Works	3.1.39	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.40	Public Utilities	3.1.40	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.41	Public Art	3.1.41	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.42	Public Space	3.1.42	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.43	Public Services	3.1.43	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.44	Public Safety	3.1.44	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.45	Public Works	3.1.45	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.46	Public Utilities	3.1.46	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.47	Public Art	3.1.47	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.48	Public Space	3.1.48	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.49	Public Services	3.1.49	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.50	Public Safety	3.1.50	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.51	Public Works	3.1.51	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.52	Public Utilities	3.1.52	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.53	Public Art	3.1.53	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.54	Public Space	3.1.54	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.55	Public Services	3.1.55	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.56	Public Safety	3.1.56	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.57	Public Works	3.1.57	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.58	Public Utilities	3.1.58	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.59	Public Art	3.1.59	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.60	Public Space	3.1.60	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.61	Public Services	3.1.61	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.62	Public Safety	3.1.62	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.63	Public Works	3.1.63	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.64	Public Utilities	3.1.64	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.65	Public Art	3.1.65	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.66	Public Space	3.1.66	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.67	Public Services	3.1.67	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.68	Public Safety	3.1.68	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.69	Public Works	3.1.69	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.70	Public Utilities	3.1.70	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.71	Public Art	3.1.71	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.72	Public Space	3.1.72	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.73	Public Services	3.1.73	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.74	Public Safety	3.1.74	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.75	Public Works	3.1.75	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.76	Public Utilities	3.1.76	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.77	Public Art	3.1.77	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.78	Public Space	3.1.78	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.79	Public Services	3.1.79	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.80	Public Safety	3.1.80	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.81	Public Works	3.1.81	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.82	Public Utilities	3.1.82	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.83	Public Art	3.1.83	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.84	Public Space	3.1.84	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.85	Public Services	3.1.85	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.86	Public Safety	3.1.86	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.87	Public Works	3.1.87	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.88	Public Utilities	3.1.88	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.89	Public Art	3.1.89	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.90	Public Space	3.1.90	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.91	Public Services	3.1.91	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.92	Public Safety	3.1.92	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.93	Public Works	3.1.93	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.94	Public Utilities	3.1.94	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.95	Public Art	3.1.95	Public art shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.96	Public Space	3.1.96	Public space shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.97	Public Services	3.1.97	Public services shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.98	Public Safety	3.1.98	Public safety shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.99	Public Works	3.1.99	Public works shall be in accordance with applicable codes.	Complete - Sheet A1.1	
3.1.100	Public Utilities	3.1.100	Public utilities shall be in accordance with applicable codes.	Complete - Sheet A1.1	



EDINGER AVE.

GOTHARD STREET

SITE PLAN

EDINGER AND GOTHARD APARTMENTS

HUNTINGTON BEACH, CA

PEDIGO SOUTH, INC.

4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

APPLICANT:  
**Pedigo South, Inc.**  
 4000 SE Columbia Way,  
 Vancouver, Washington, 98661  
 (360) 695-3500 Attn: Rick Pedigo

LEGAL DESCRIPTION:  
 THE LAND IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE AND IS DESCRIBED AS FOLLOWS:  
 LOTS 6 AND 7 OF TRACT NO. 4069, AS PER MAP FILED IN BOOK 142, PAGES 36 AND 37 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.  
 PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 2, PAGE 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.  
 PARCELS 1 AND 2, AS SHOWN ON A MAP FILED IN BOOK 5, PAGE 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.



AGENCY SUBMITTAL	
NO. ITEM	DATE
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE
6	DATE
7	DATE

13-089 June 10, 2013

SITE PLAN A2.1

CASE FILE NUMBERS:  
 X  
 X



LANDSCAPED COURTYARD AREAS (TYP.)

4 STORY RESIDENTIAL + LOFTS ABOVE GRADE (TYP.)

1201 s.f.

119 s.f.

130 STALLS

COURTYARD PAVO 5,718 s.f.

COURTYARD PAVO 5,712 s.f.

TRINITY COURT PAVO 5,712 s.f.

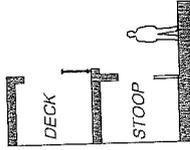
**Open Space Calculations**

Required

Specific Plan Section

Public Open Space Residential	2.6.1	Required: 80 sf per unit = 61 Units x 80 sf = 4,880 sf	Provided: Courtyard Plaza: 27,292 sf Pavos: 5,113 sf Total Provided: 32,405 sf
Private Open Space: Residential - Attached & Multi-Family	2.6.3	80 sf per unit = 616 Units x 80 sf = 49,280 sf	Provided: 733 Units: 27,633 sf 714 Units: 27,713 sf Total Provided: 55,346 sf

130 Unit Points removed from calculations per BSCP Development Standards, Town Center Attached & Multi-Family



• DENOTES LOCATIONS OF STOOP ENTRIES WITHIN PUBLIC COURTYARDS LINKED DIRECTLY TO THE PUBLIC CIRCULATION



0' 40' 80' 120'  
SCALE: 1" = 40'

13 029 June 10, 2013



© 2013 Edinger Orange  
Architects. All rights reserved.  
This drawing is the property of Edinger Orange Architects.

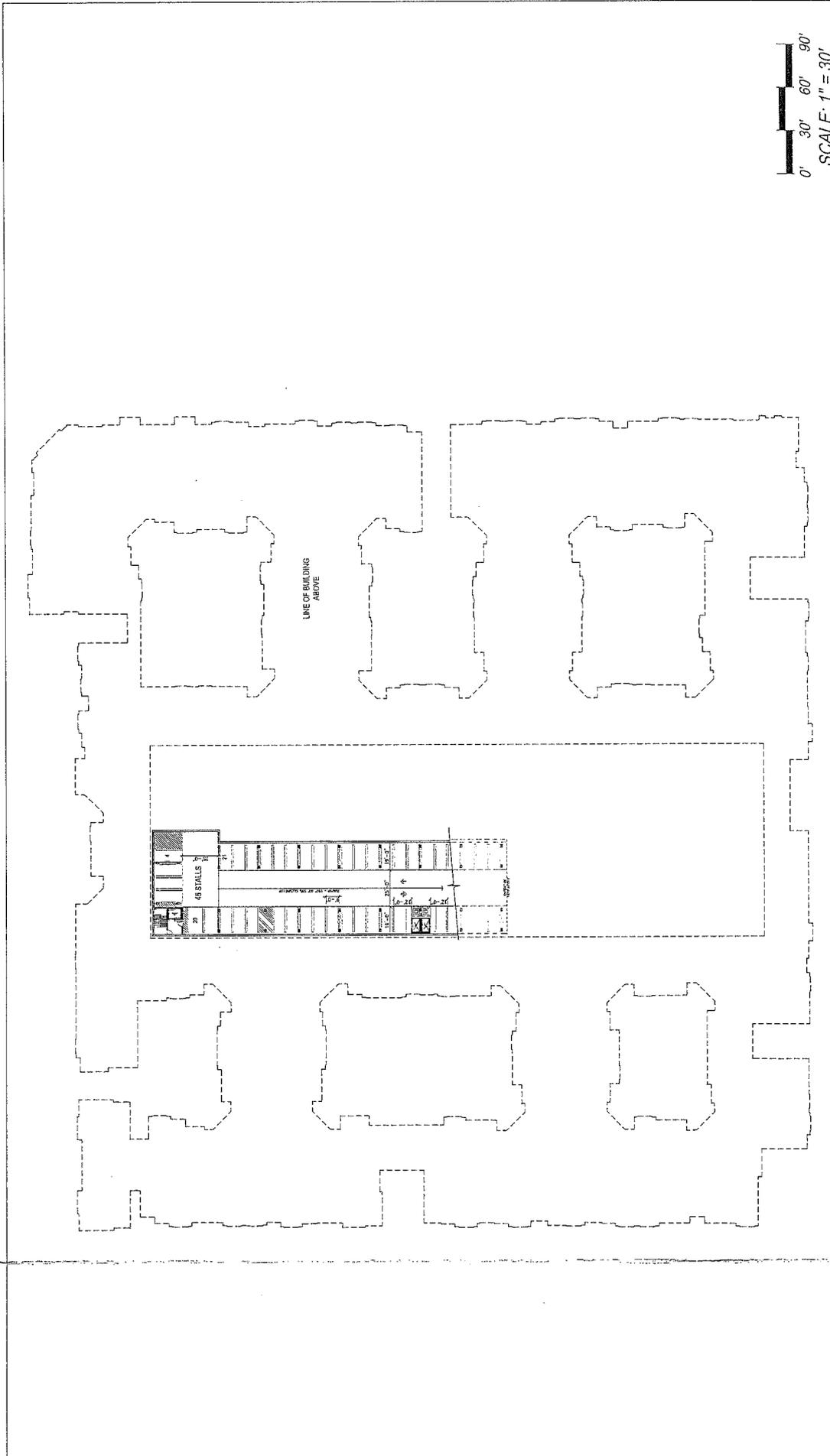
NO. 1	DATE
1	09.02.12
2	09.27.12
3	11.28.12
4	01.30.13
5	05.08.13
6	05.10.13
7	05.10.13

**OPEN SPACE EXHIBIT**

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661





13-089 June 10, 2013

AGENCY SUBMITTAL 06.10.13

0' 30' 60' 90'  
SCALE: 1" = 30'

NO. ITEM	DATE
1 SUBMITTAL	05.02.12
2 SUBMITTAL	05.02.12
3 SUBMITTAL	11.20.12
4 SUBMITTAL	01.30.13
5 SUBMITTAL	03.26.13
6 SUBMITTAL	05.09.13
7 SUBMITTAL	06.10.13

BIDG PLAN A3.0

CASE FILE NUMBERS:  
X

© 2013 Architects Orange  
All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architects Orange.

13-089

June 10, 2013

**EDINGER AND GOTHARD APARTMENTS**

**SUBTERRANEAN PARKING LEVEL**

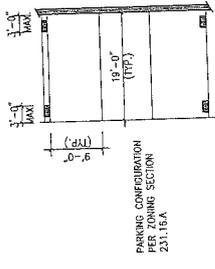
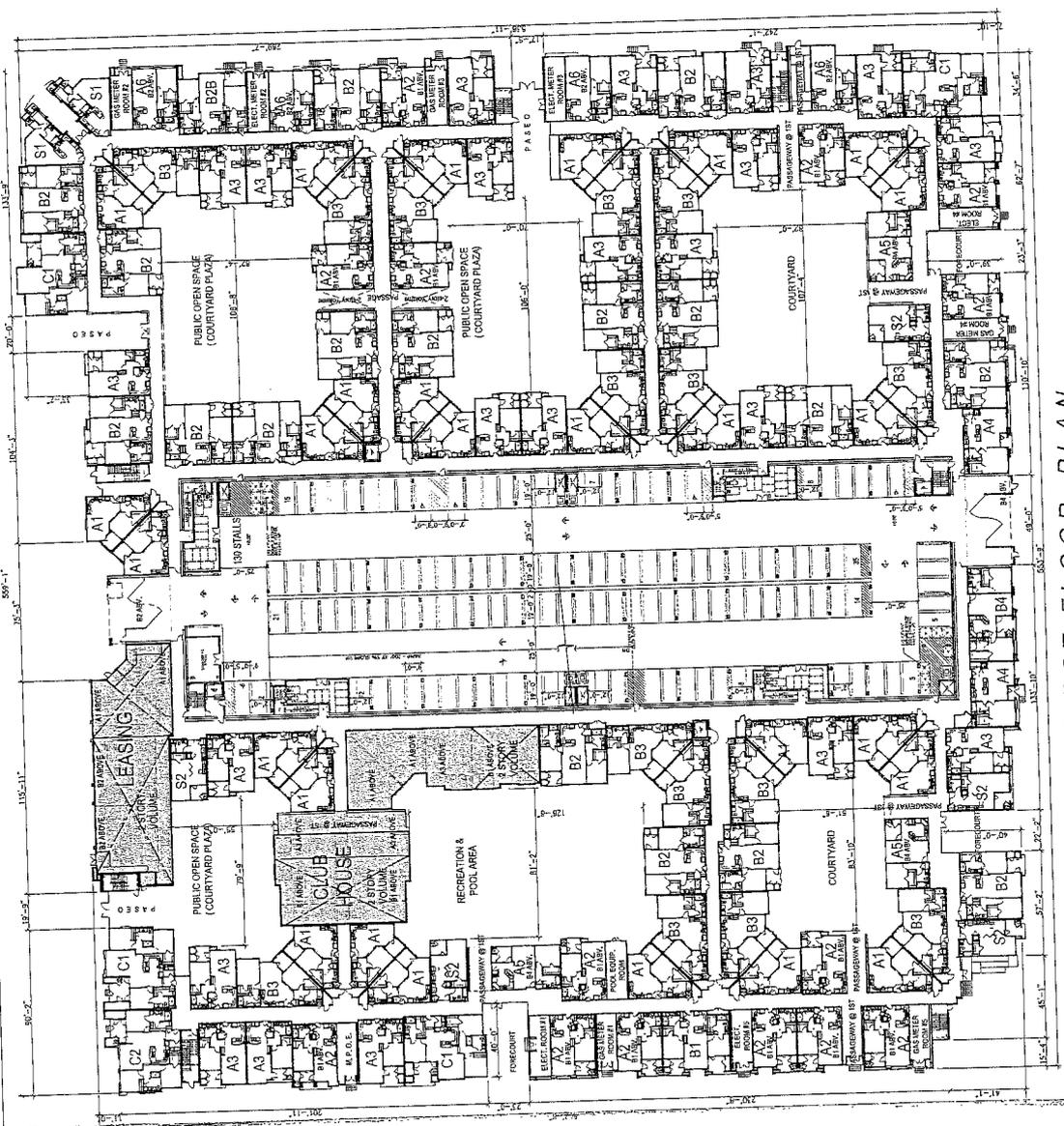
HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-8869

**PEDIGO SOUTH, INC.**

4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



TYPICAL PARKING GARAGE  
STALL LAYOUT  
SCALE: 1" = 10'-0"



19-099 June 10, 2013

NO.	ITEM	DATE
1	SUBMITTAL	04.02.12
2	SUBMITTAL	08.27.12
3	SUBMITTAL	11.26.12
4	SUBMITTAL	01.30.13
5	SUBMITTAL	05.09.13
7	SUBMITTAL	06.10.13

AGENCY SUBMITTAL 06.10.13

BLDG. PLAN A3.1

CASE FILE NUMBER: K

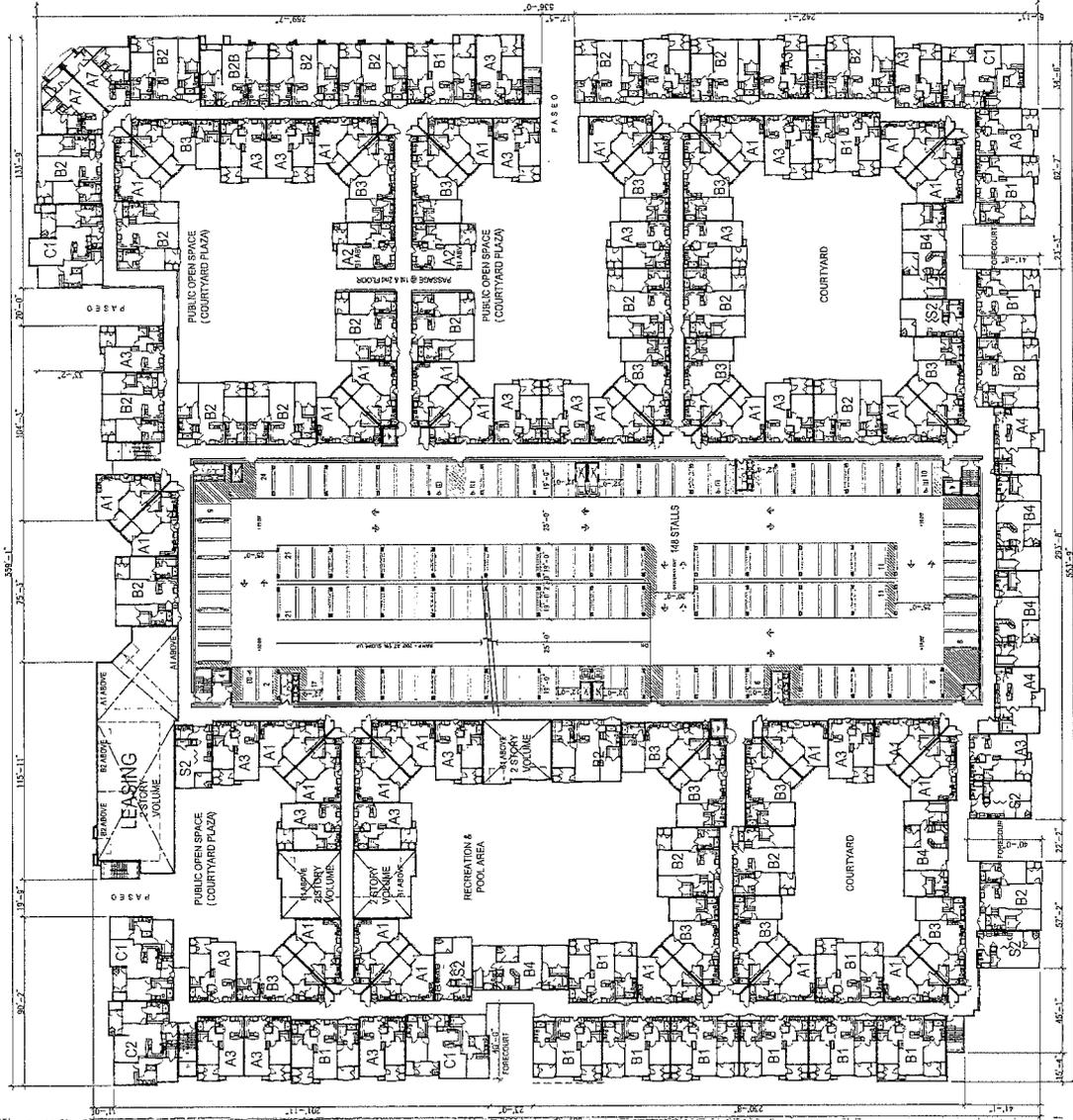


© 2013 Architects Orange  
All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without prior written permission from Architects Orange.

FIRST FLOOR PLAN

EDINGER AND GOTHARD APARTMENTS  
 HUNTINGTON BEACH, CA  
 ARCHITECTS ORANGE  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-6880

PEDIGO SOUTH, INC.  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



13-089 June 10, 2013

AGENCY SUBMITTAL		96.10.13	
BLDG PLAN	DATE	BLDG PLAN	DATE
1	06.07.12	A3.2	06.07.12
2	06.07.12		
3	11.28.12		
4	01.30.13		
5	01.26.13		
6	05.09.13		
7	06.10.13		

CASE FILE NUMBERS:  
 X  
 X

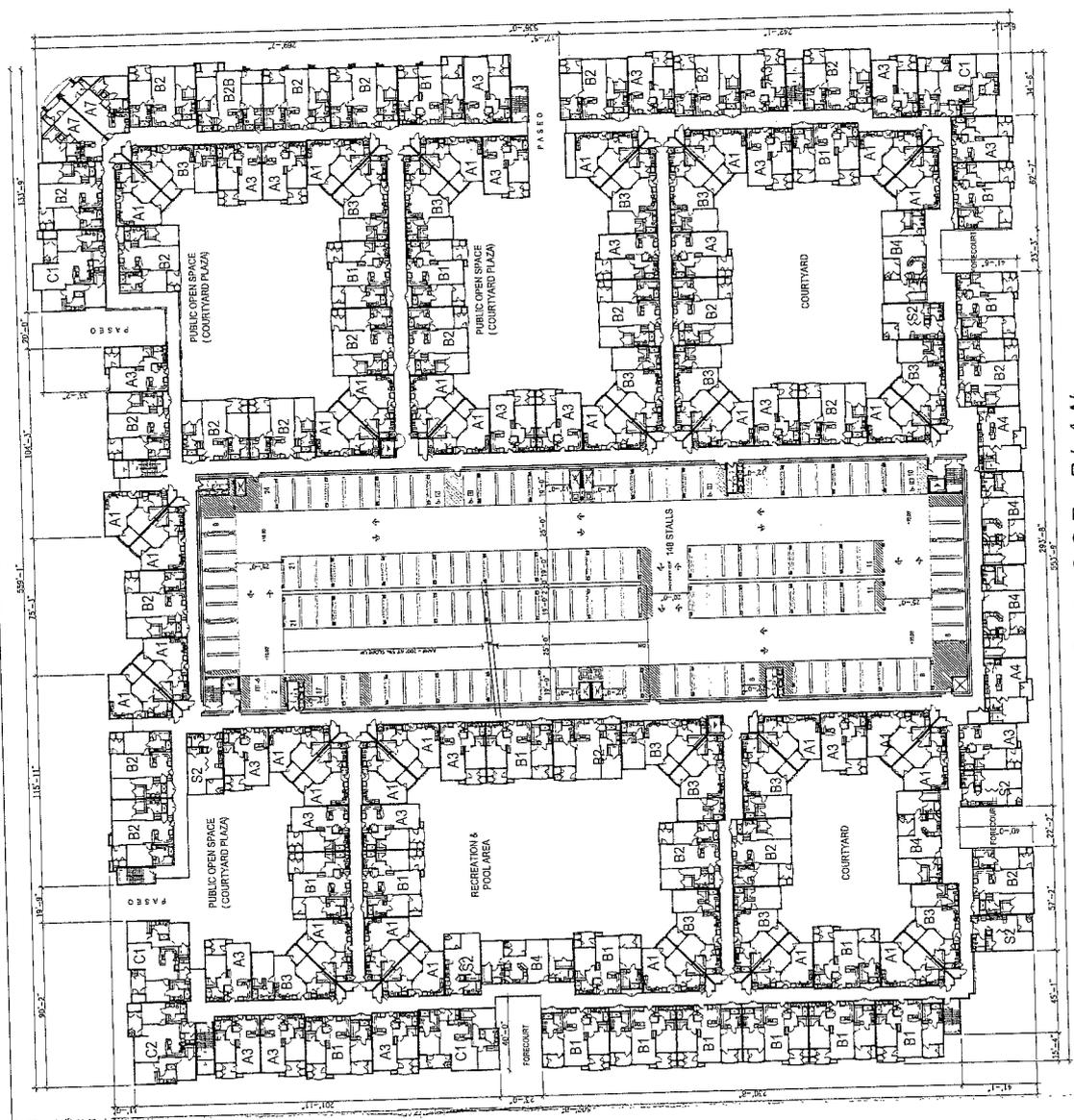


© 2013 Architect Group  
 All rights reserved. No part of this document may be reproduced without written permission.  
 All other marks are the property of their respective owners.

**SECOND FLOOR PLAN**  
**EDINGER AND GOTHARD APARTMENTS**  
 HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

**PEDIGO SOUTH, INC.**  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



0' 30' 60' 90'  
SCALE: 1" = 30'

NO.	DATE	DESCRIPTION
1	04.02.12	PRELIMINARY
2	08.21.12	SUBMITTAL
3	11.26.12	SUBMITTAL
4	01.30.13	SUBMITTAL
5	02.05.13	SUBMITTAL
6	02.05.13	SUBMITTAL
7	08.10.13	SUBMITTAL

AGENCY SUBMITTAL: 08.10.13

BLDG. PLAN: A3.3

CASE FILE NUMBER: A

13-099 June 10, 2013



© 2013 Architects Orange  
All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission by Architects Orange.

THIRD FLOOR PLAN

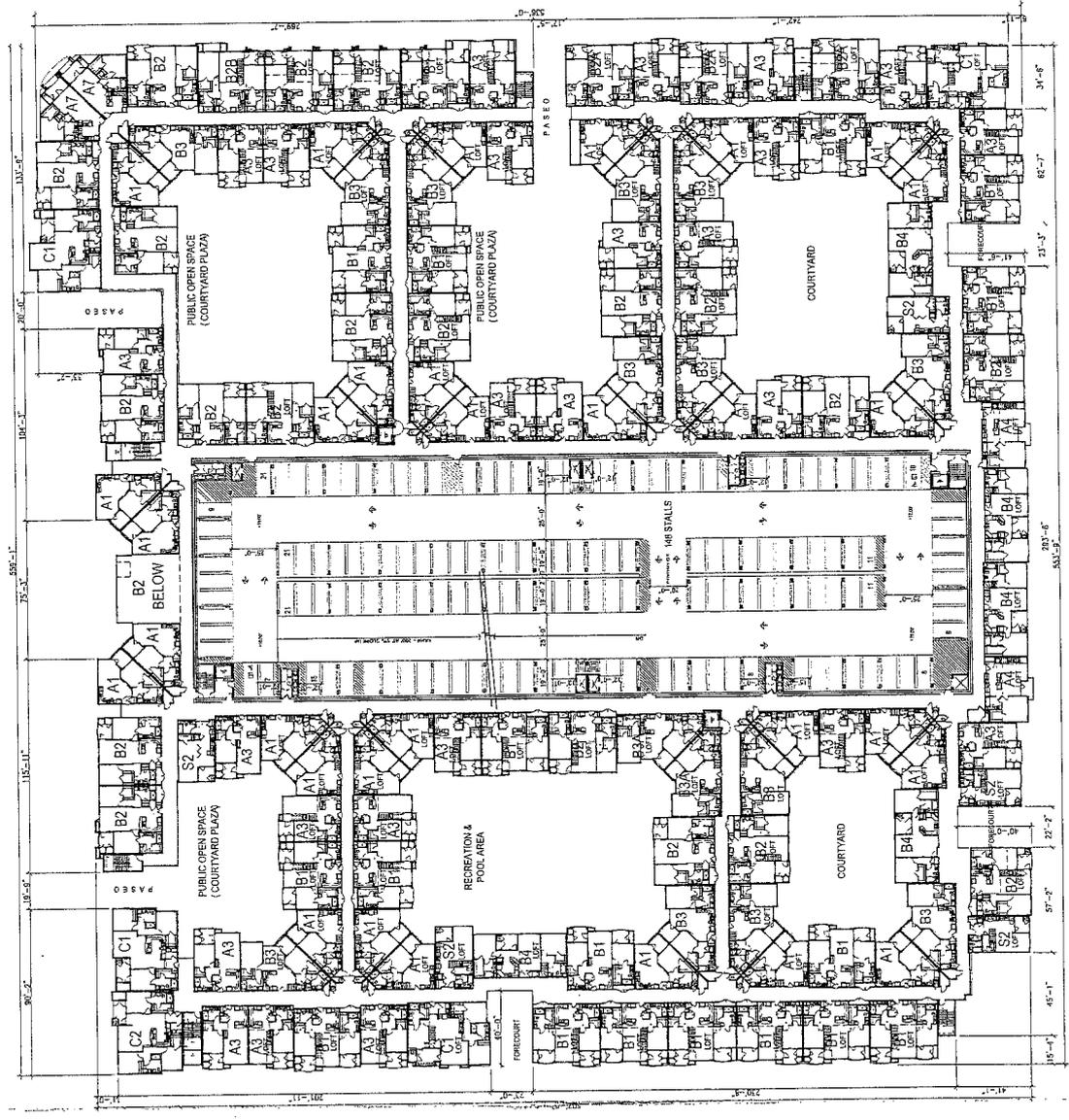
HUNTINGTON BEACH, CA

ARCHITECTS ORANGE  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9680

PEDINGER AND GOTHARD APARTMENTS

PEDIGO SOUTH, INC.  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

ATTACHMENT NO. 2.9



0' 30' 60' 90'  
SCALE: 1" = 30'

BLDG PLAN		A3.4	
NO. ITEM	DATE	NO. ITEM	DATE
1. SUBMITTAL	08.22.12	1. SUBMITTAL	08.22.12
2. SUBMITTAL	11.28.12	2. SUBMITTAL	11.28.12
3. SUBMITTAL	01.30.13	3. SUBMITTAL	01.30.13
4. SUBMITTAL	03.26.13	4. SUBMITTAL	03.26.13
5. SUBMITTAL	05.09.13	5. SUBMITTAL	05.09.13
6. SUBMITTAL	05.10.13	6. SUBMITTAL	05.10.13
7. SUBMITTAL		7. SUBMITTAL	
CASE FILE NUMBERS:		X	

13-089 June 10, 2013

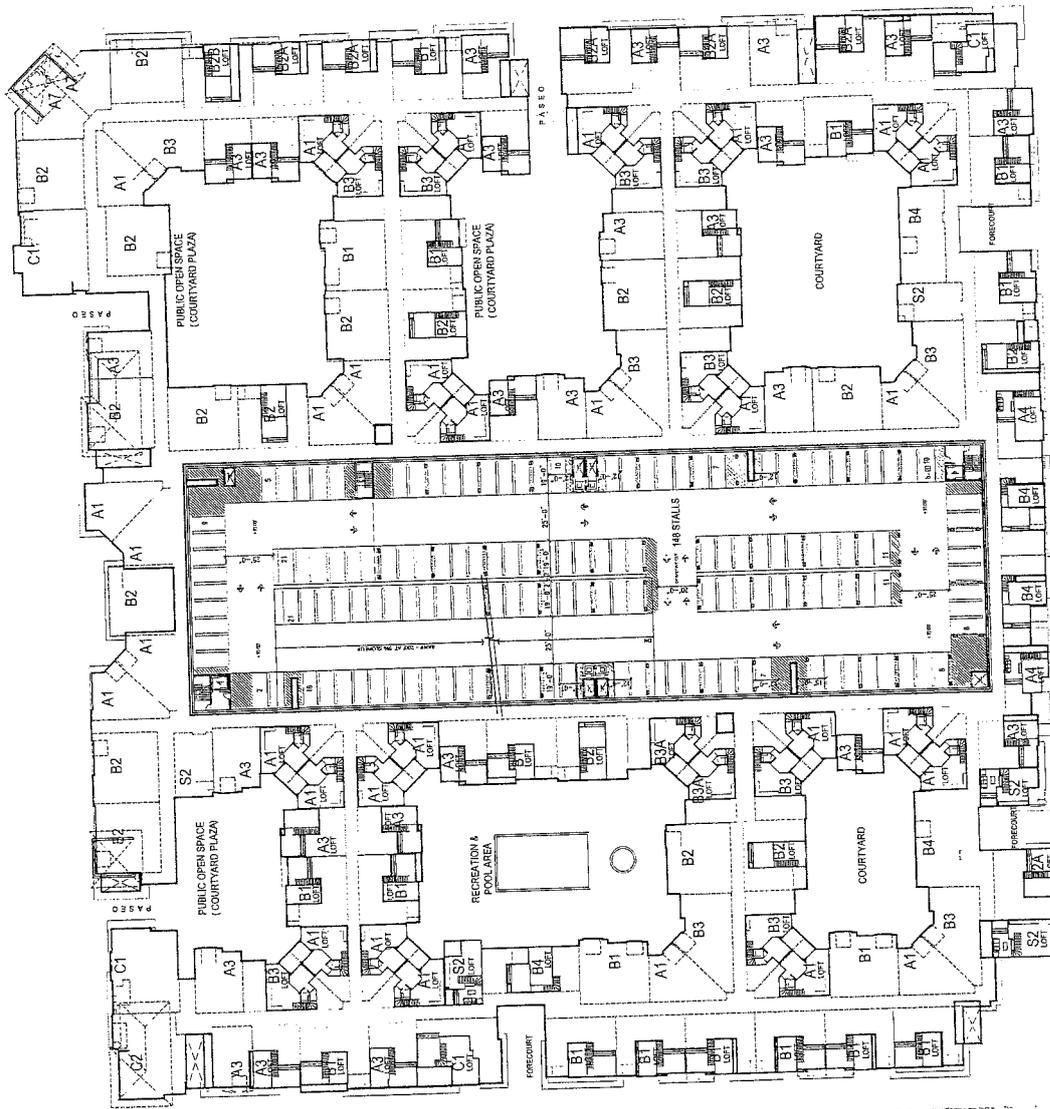
© 2013 Architects Orange  
This plan was prepared by the firm of Architects Orange, Inc. and is the property of Architects Orange, Inc. No part of this plan may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architects Orange, Inc.

**EDINGER AND GOTHARD APARTMENTS**  
HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**  
141 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-8660

**FOURTH FLOOR PLAN**

**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



LOFT PLAN

0' 30' 60' 90'  
SCALE: 1" = 30'

BLDG PLAN	DATE
A3.5	04.02.12
1 SUBMITTAL	09.27.12
2 SUBMITTAL	11.28.12
3 SUBMITTAL	01.20.13
4 SUBMITTAL	03.26.13
5 SUBMITTAL	05.10.13
6 SUBMITTAL	06.10.13
7 SUBMITTAL	

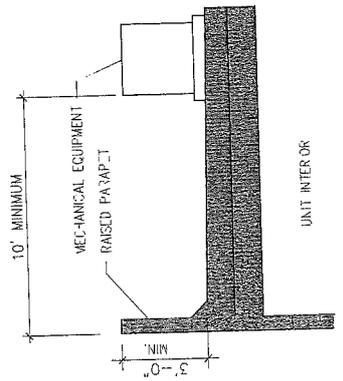
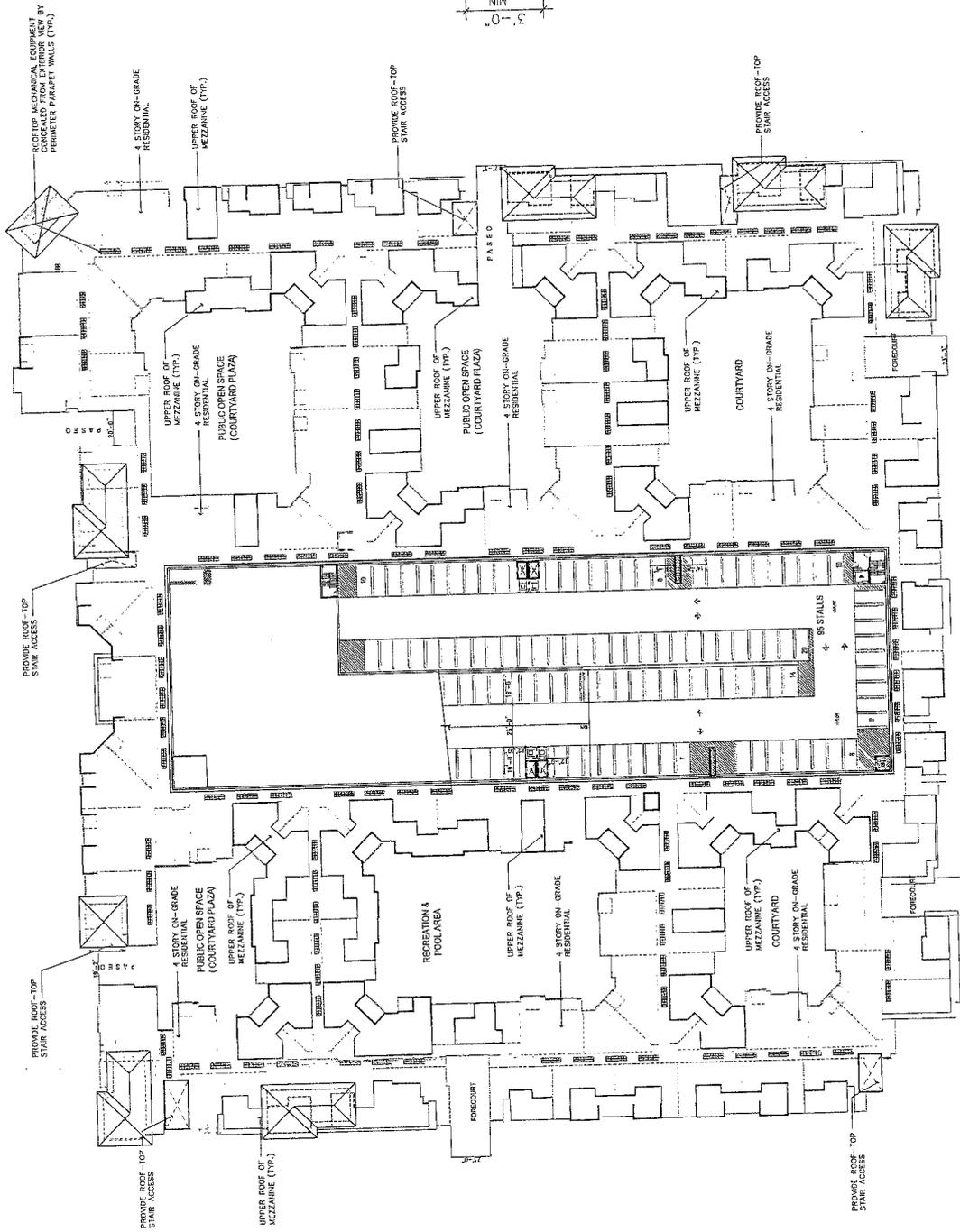
AGENCY SUBMITTAL 06.10.13

19-099 June 10, 2015

© 2015 Architects Orange  
 All rights reserved. No part of this document may be reproduced without the written permission of Architects Orange.  
 HUNTINGTON BEACH, CA

ARCHITECTS ORANGE  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92665 (714) 639-9660

EDINGER AND GOTHARD APARTMENTS  
 PEDIGO SOUTH, INC.  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



TYPICAL ROOF SECTION - EQUIPMENT SCREEN  
NTS.

0' 30' 60' 90'  
SCALE: 1" = 30'

AGENCY SUBMITTAL		DATE	
NO. ITEM	DATE	NO. ITEM	DATE
1	04/05/12	3	08/27/12
2	08/27/12	4	11/20/12
3	01/20/13	5	03/26/13
4	03/26/13	6	05/16/13
5	05/16/13	7	08/16/13

15-089 June 10, 2013



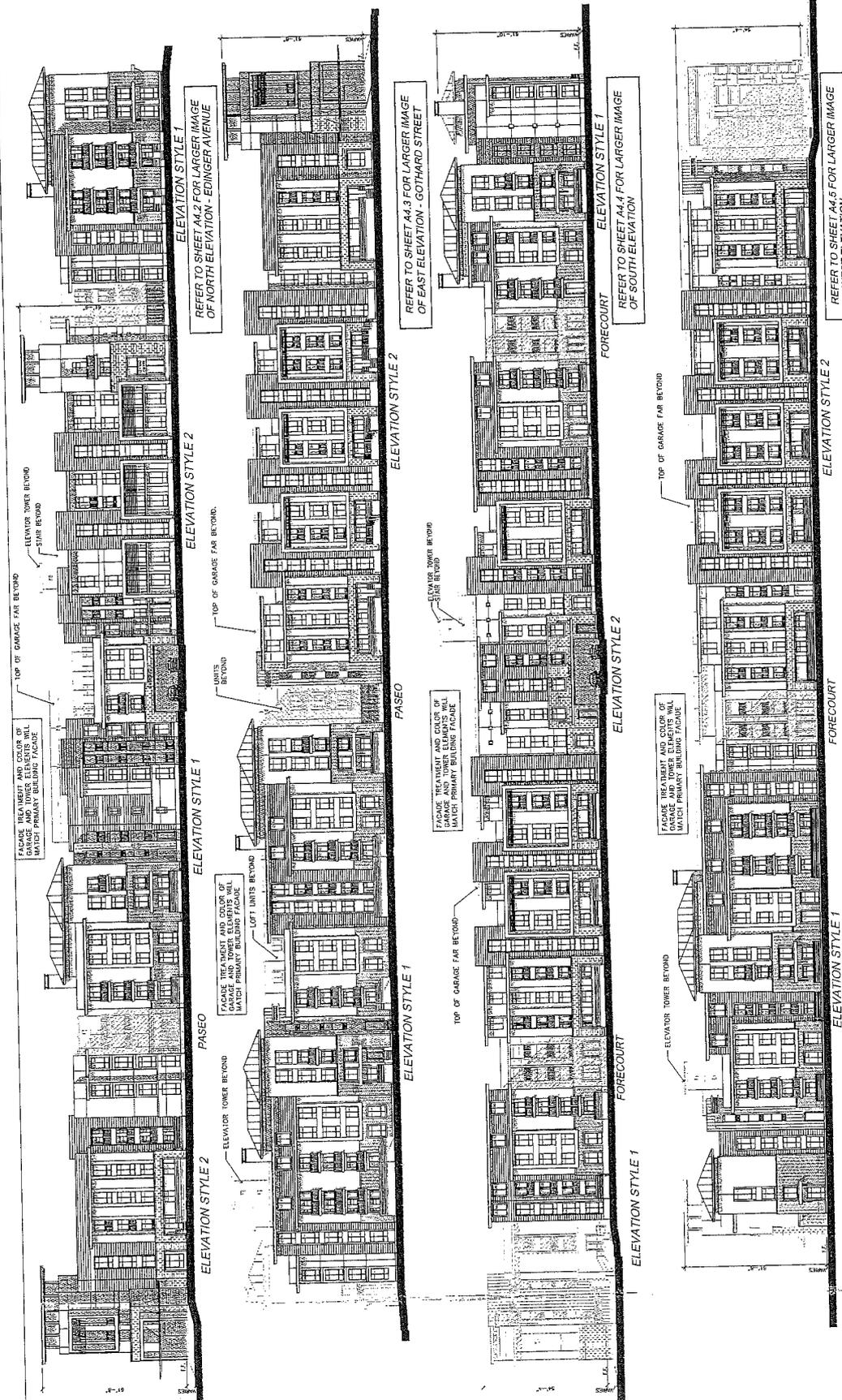
© 2013 Architects Orange  
All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission by Architects Orange.

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92669 (714) 639-9660

ROOF PLAN

**EDINGER AND GOTHARD APARTMENTS**

**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



13-089 June 10, 2013

SCALE: 1" = 20'-0"

BLDG. ELEV. A4.1

NO.	DATE	DESCRIPTION
1	04.02.12	SUBMITTAL
2	06.27.12	SUBMITTAL
3	11.28.12	SUBMITTAL
4	01.30.13	SUBMITTAL
5	05.08.13	SUBMITTAL
7	06.10.13	SUBMITTAL

CASE FILE NUMBERS: A

AGENCY SUBMITTAL 06.10.13

CONCEPTUAL ELEVATIONS

HUNTINGTON BEACH, CA

ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

EDINGER AND GOTHARD APARTMENTS

PEDIGO SOUTH, INC.

4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

REFER TO SHEETS A7.1-A7.3 FOR THE FOLLOWING INFORMATION

- PRIVATE FRONTAGE TYPES
- PRIMARY BUILDING VOLUMES
- BUILDING MASSING ELEMENTS



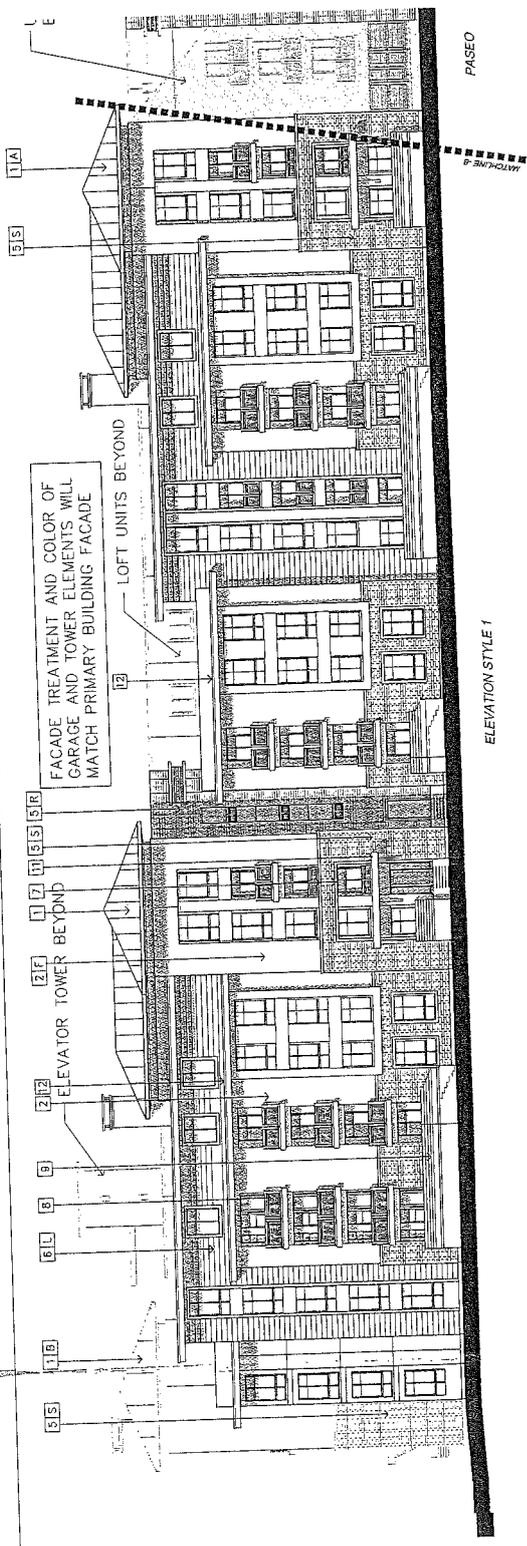
**MATERIALS & FINISH LEGEND**

- 1 METAL BEAM/ROOF
- 2 STUCCO FINISH ON EXPOSED CONCRETE
- 3 STONE TERRAZZO - CHISELED
- 4 BRICK - COMMON
- 5 MANICATED BRICK
- 6 FORM FINISH
- 7 PAINTED BRICK - SAND
- 8 PAINTED BRICK - SAND
- 9 COMPACTED GRAVEL
- 10 ASPHALT DRIVE
- 11 METAL FINISH
- 12 PAINTED WOOD FINISH
- 13 METAL CLADDING
- 14 METAL CLADDING

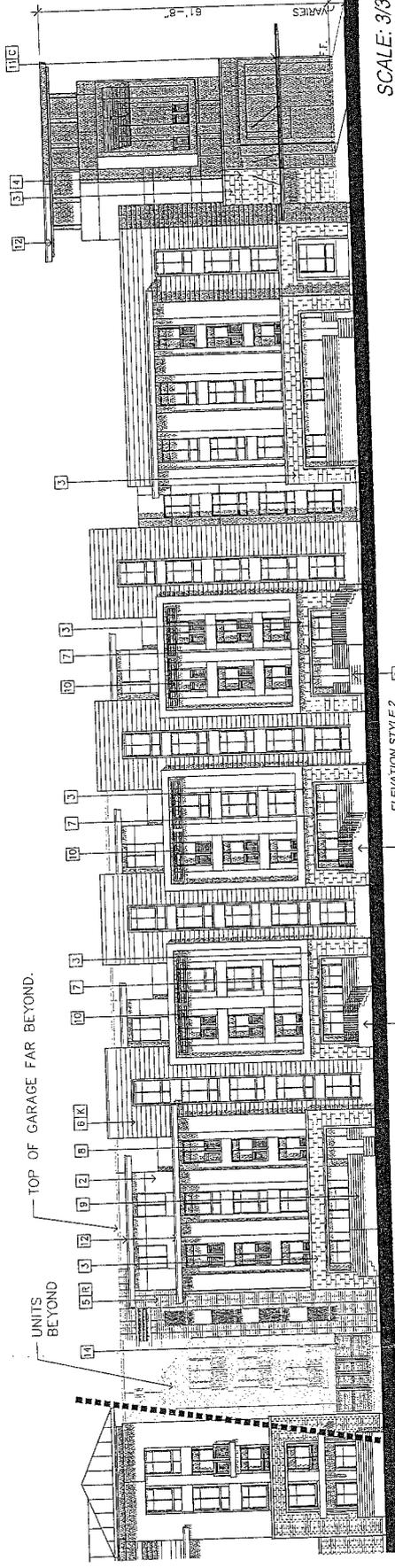
**COLOR LEGEND**

GENERAL SURFACES AND FINISHES SHALL BE IDENTIFIED BY NUMBER AND COLOR ON THE COLOR AND MATERIAL BOARD AS FILED WITH THE CITY.

- 1 METAL FINISH - BRN
- 2 METAL FINISH - BRN
- 3 METAL FINISH - BRN
- 4 METAL FINISH - BRN
- 5 METAL FINISH - BRN
- 6 METAL FINISH - BRN
- 7 METAL FINISH - BRN
- 8 METAL FINISH - BRN
- 9 METAL FINISH - BRN
- 10 METAL FINISH - BRN
- 11 METAL FINISH - BRN
- 12 METAL FINISH - BRN
- 13 METAL FINISH - BRN
- 14 METAL FINISH - BRN
- 15 METAL FINISH - BRN
- 16 METAL FINISH - BRN
- 17 METAL FINISH - BRN
- 18 METAL FINISH - BRN
- 19 METAL FINISH - BRN
- 20 METAL FINISH - BRN
- 21 METAL FINISH - BRN
- 22 METAL FINISH - BRN
- 23 METAL FINISH - BRN
- 24 METAL FINISH - BRN
- 25 METAL FINISH - BRN
- 26 METAL FINISH - BRN
- 27 METAL FINISH - BRN
- 28 METAL FINISH - BRN
- 29 METAL FINISH - BRN
- 30 METAL FINISH - BRN
- 31 METAL FINISH - BRN
- 32 METAL FINISH - BRN
- 33 METAL FINISH - BRN
- 34 METAL FINISH - BRN
- 35 METAL FINISH - BRN
- 36 METAL FINISH - BRN
- 37 METAL FINISH - BRN
- 38 METAL FINISH - BRN
- 39 METAL FINISH - BRN
- 40 METAL FINISH - BRN
- 41 METAL FINISH - BRN
- 42 METAL FINISH - BRN
- 43 METAL FINISH - BRN
- 44 METAL FINISH - BRN
- 45 METAL FINISH - BRN
- 46 METAL FINISH - BRN
- 47 METAL FINISH - BRN
- 48 METAL FINISH - BRN
- 49 METAL FINISH - BRN
- 50 METAL FINISH - BRN



ELEVATION STYLE 1



ELEVATION STYLE 2

SCALE: 3/32" = 1'-0"

13-039 June 10, 2013

AGENCY SUBMITTAL 06.10.13

BLDG. ELEV. A4.3

NO.	ITEM	DATE
1	SUBMITTAL	04.02.12
2	SUBMITTAL	08.27.12
3	SUBMITTAL	01.30.13
4	SUBMITTAL	03.28.13
5	SUBMITTAL	05.09.13
6	SUBMITTAL	05.10.13
7	SUBMITTAL	05.10.13

CASE FILE NUMBERS: X



© 2013 Edinger and Gothard Architects, Inc.  
 All rights reserved. No part of this drawing may be reproduced without the prior written permission of Edinger and Gothard Architects, Inc.

GOTHARD STREET - EAST ELEVATION  
 CONCEPTUAL ELEVATIONS

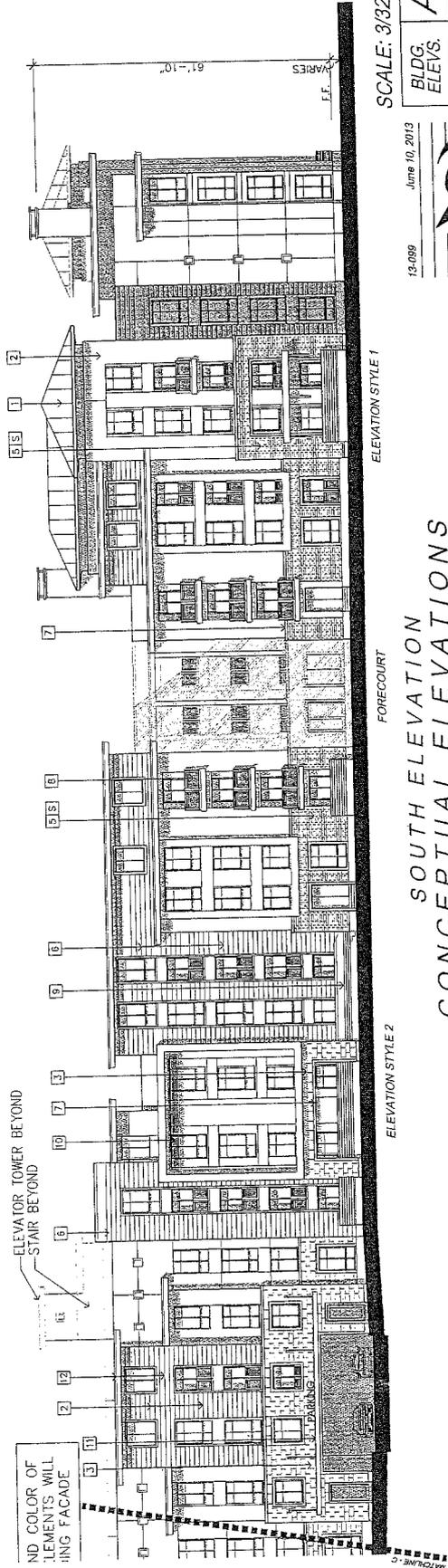
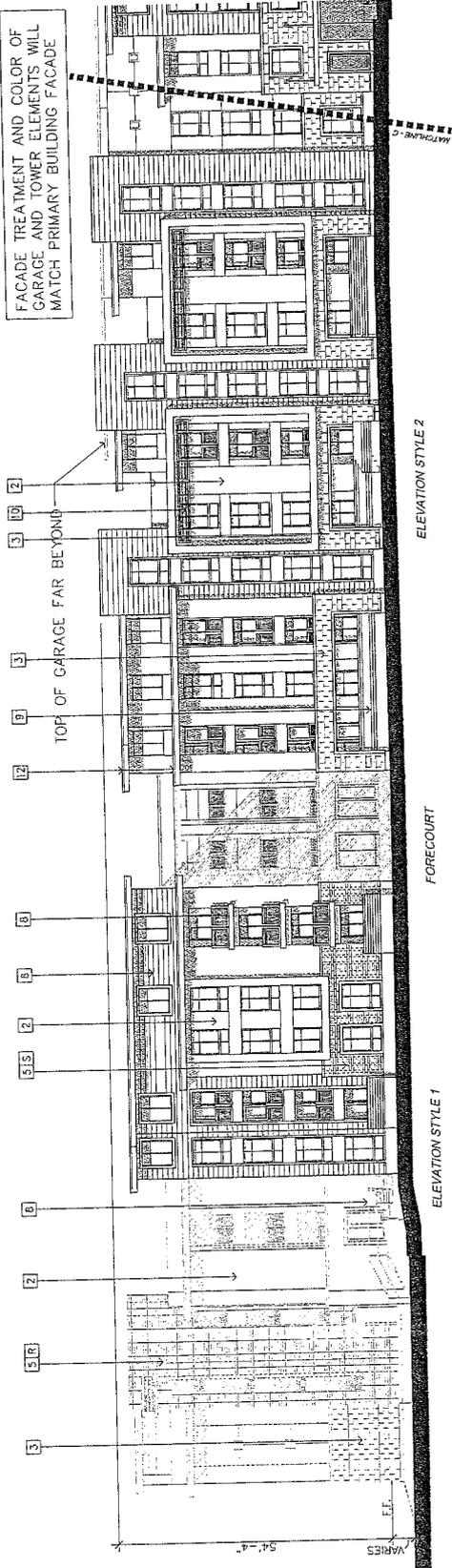
HUNTINGTON BEACH, CA

ARCHITECTS ORANGE  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-8860

EDINGER AND GOTHARD APARTMENTS  
 PEDIGO SOUTH, INC.  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

**MATERIALS & FINISH LEGEND**

1	METAL SIDING
2	BRICK
3	STONE
4	WOOD
5	CONCRETE
6	GLASS
7	PAINT
8	WALLPAPER
9	CEILING
10	FLOORING
11	ROOFING
12	LANDSCAPE
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	MECHANICAL
17	ELECTRICAL
18	PLUMBING
19	MECHANICAL
20	ELECTRICAL
21	PLUMBING
22	METAL GATE



SCALE: 3/32" = 1'-0"

BLDG. ELEV. A4.4

NO.	DATE
1	04.02.12
2	08.27.12
3	11.28.12
4	01.25.13
5	02.25.13
6	05.10.13
7	05.10.13

CASE FILE NUMBERS: A

13,999 June 10, 2013

© 2013 Edinger and Gothard Architects, Inc.  
 All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from Edinger and Gothard Architects, Inc.

SOUTH ELEVATION  
 CONCEPTUAL ELEVATIONS

HUNTINGTON BEACH, CA

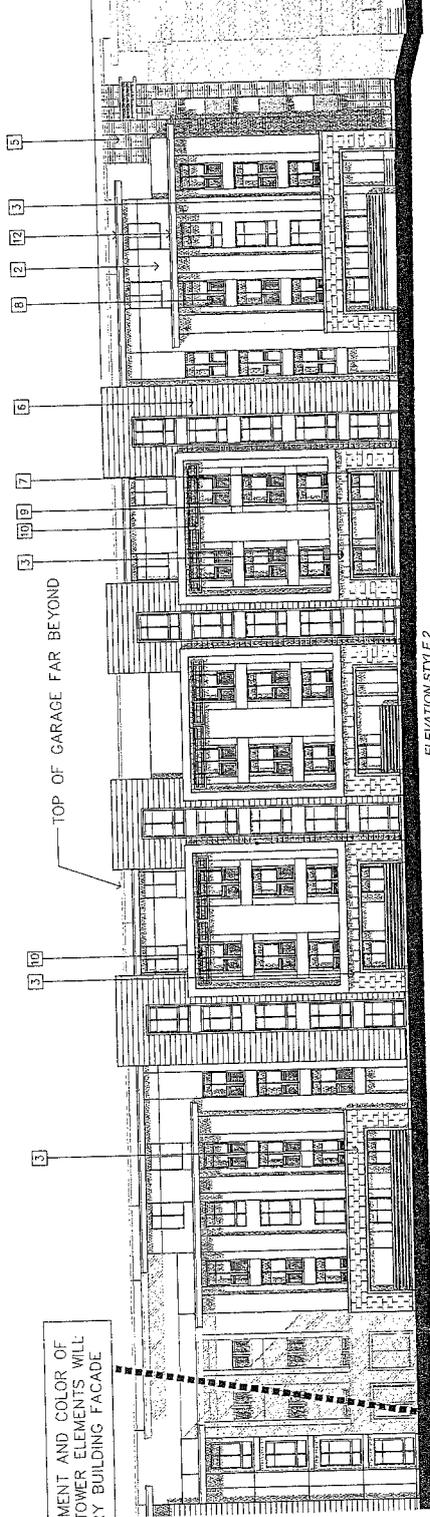
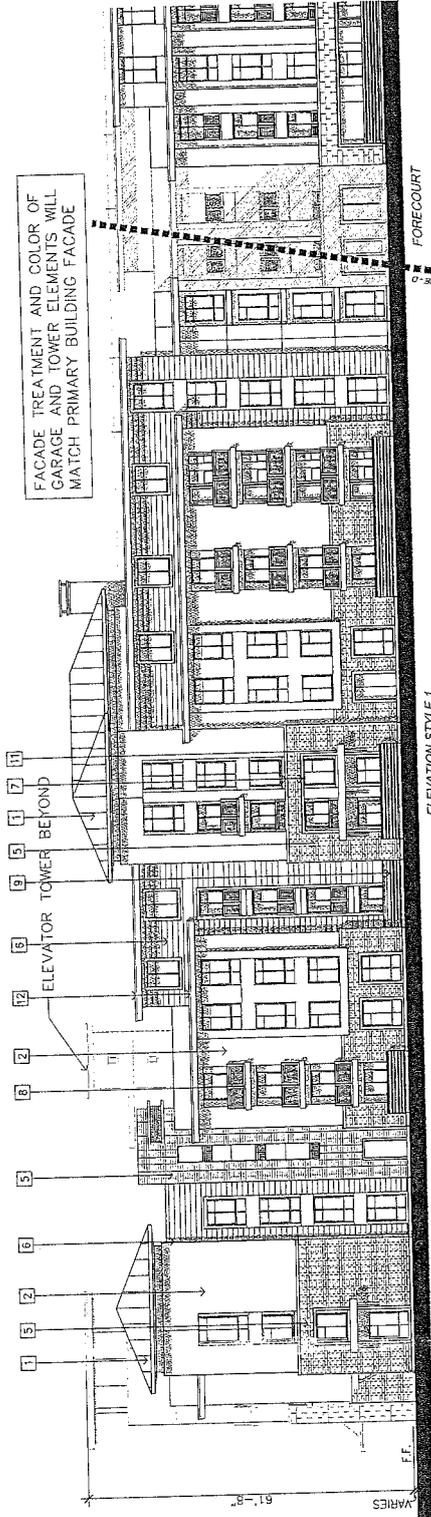
**ARCHITECTS ORANGE**  
 141 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9600

EDINGER AND GOTHARD APARTMENTS

**PEDIGO SOUTH, INC.**  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98651

**MATERIALS & FINISH LEGEND**

1	METAL EXAMINATION
2	STUCCO FINISH IN SCOPE LINES
3	STONE FINISH - FRENCH LIMESTONE
4	STONE FINISH - CHISELED
5	BRICK VENEER - CLAY
6	PAINTED METAL FINISH
7	HORIZONTAL COMPOSITE SLATS
8	FOUR FINISHING ELEMENTS
9	PAINTED WOOD PLANK
10	METAL LIGNES
11	METAL LIGNES
12	METAL LIGNES



SCALE: 3/32" = 1'-0"

BLDG. ELEV. A4.5

June 10, 2013



© 2013 Architects Orange  
 All rights reserved. No part of this drawing may be reproduced without the written permission of Architects Orange.

13-099

NO.	DATE
1	04.02.12
2	08.27.12
3	11.28.12
4	01.30.13
5	04.08.13
6	04.08.13
7	05.10.13

CASE FILE NUMBER: A

AGENCY SUBMITTAL 06.10.13

WEST ELEVATION

CONCEPTUAL ELEVATIONS

HUNTINGTON BEACH, CA

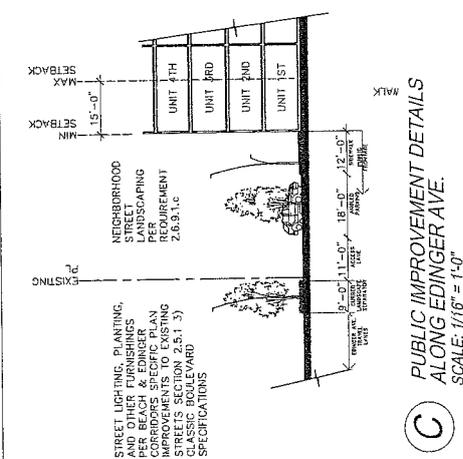
ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 659-9866

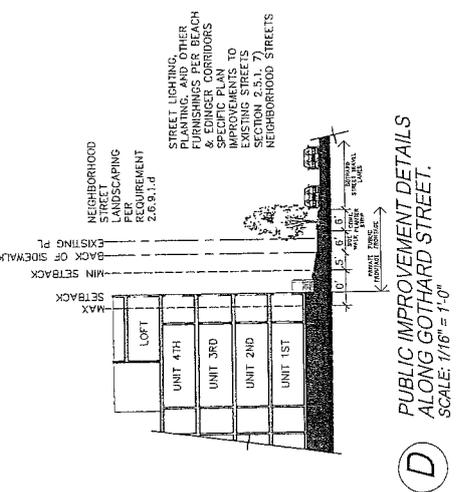
EDINGER AND GOTHARD APARTMENTS

PEDIGO SOUTH, INC.  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

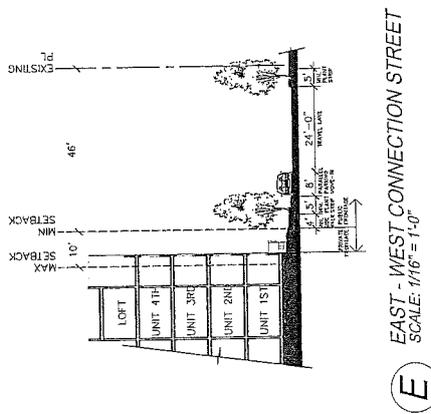




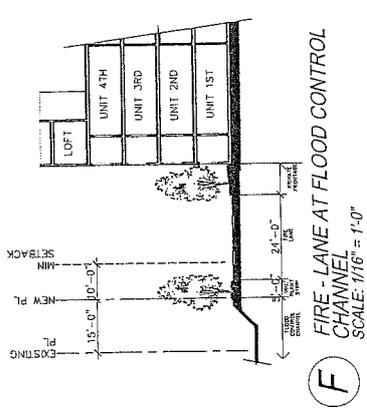
**(C)** PUBLIC IMPROVEMENT DETAILS ALONG EDINGER AVE.  
SCALE: 1/16" = 1'-0"



**(D)** PUBLIC IMPROVEMENT DETAILS ALONG GOTHARD STREET.  
SCALE: 1/16" = 1'-0"



**(E)** EAST - WEST CONNECTION STREET  
SCALE: 1/16" = 1'-0"



**(F)** FIRE - LANE AT FLOOD CONTROL CHANNEL  
SCALE: 1/16" = 1'-0"

**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

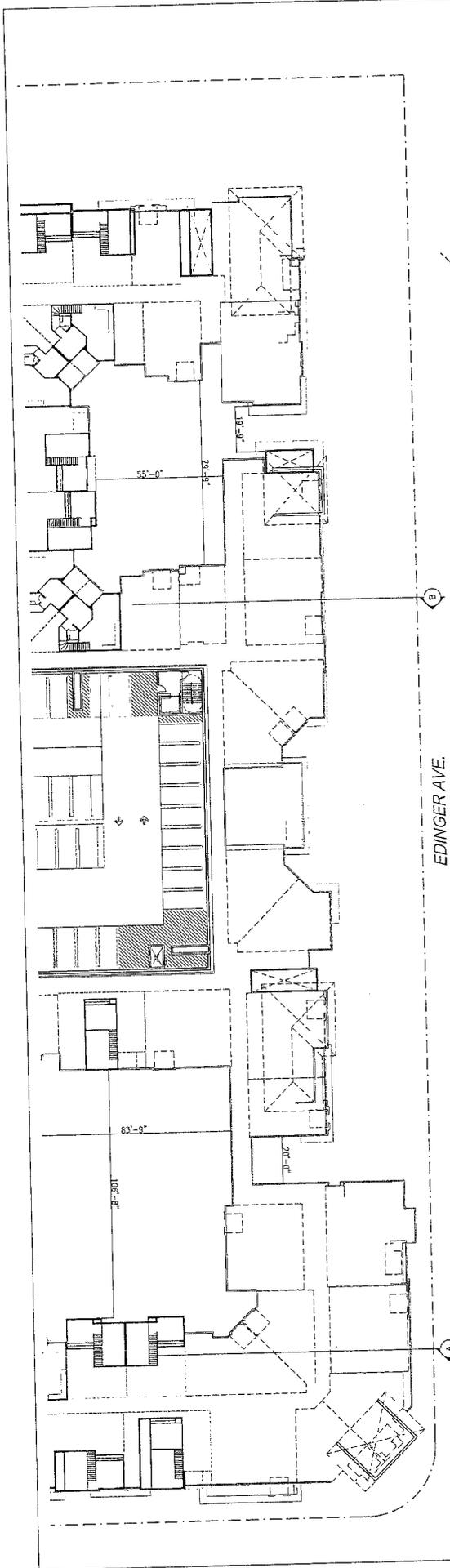
13-099 June 10, 2013

BUILDING SECTIONS		A5.2	
NO	ITEM	DATE	
1	SUBMITTAL	06.07.13	
2	SUBMITTAL	07.02.13	
3	SUBMITTAL	11.26.13	
4	SUBMITTAL	01.30.13	
5	SUBMITTAL	03.26.13	
6	SUBMITTAL	06.09.13	
7	SUBMITTAL	06.10.13	

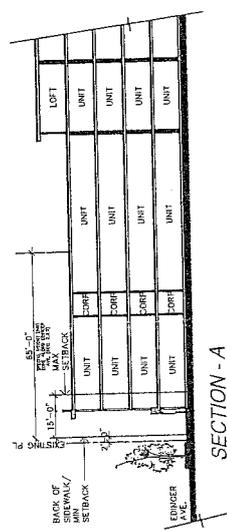
CASE FILE NUMBERS:  
 X  
 X

AGENCY SUBMITTAL 06.10.13



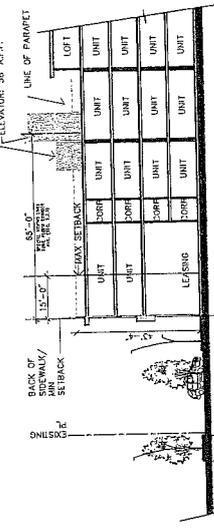


EDINGER AVE.

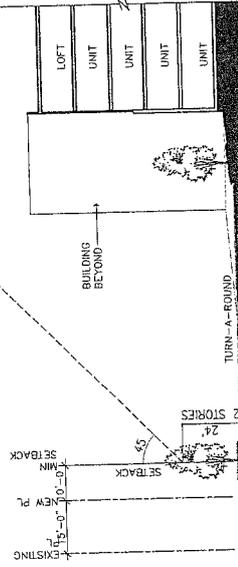


SECTION - A

NOTE:  
2.3.1.26 ELEVATOR SHAFT STRUCTURES  
ALIGNED BASED ON GRADE HEIGHT  
ELEVATOR: 46' A.F.F.  
ELEVATOR: 36' A.F.F.



SECTION - B



SECTION - C

0' 20' 40' 60'  
SCALE: 1" = 20'

13-099 June 10, 2013

BUILDING SECTIONS A5.3

No	ITEM	DATE
1	SUBMITTAL	04.02.12
2	SUBMITTAL	06.27.12
3	SUBMITTAL	11.28.12
4	SUBMITTAL	03.28.13
5	SUBMITTAL	05.09.13
6	SUBMITTAL	05.10.13
7	SUBMITTAL	05.10.13

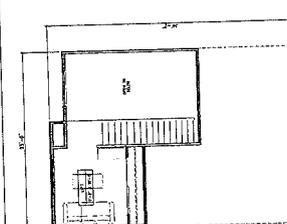
CASE FILE NUMBERS:  
X  
X



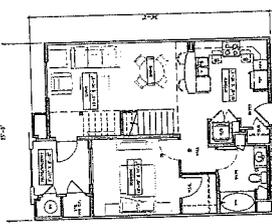
© 2013 Architects Orange, Inc.  
All rights reserved. No part of this document may be reproduced without the written permission of Architects Orange, Inc.

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 638-9860

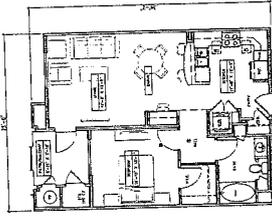
**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



UNIT A3 - LOFT  
LIVABLE AREA: 143 SQ. FT.  
LOFT AREA: 143 SQ. FT.



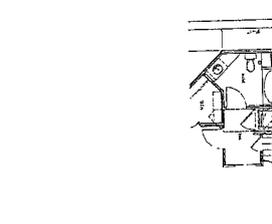
UNIT A3 - LOFT  
LIVABLE AREA: 143 SQ. FT.  
LOFT AREA: 143 SQ. FT.



UNIT A3 - LOFT  
LIVABLE AREA: 143 SQ. FT.  
LOFT AREA: 143 SQ. FT.



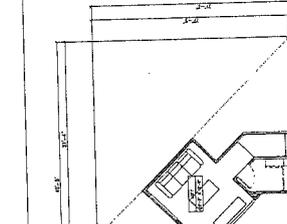
UNIT A1 - ALT. LOFT  
LIVABLE AREA: 107 SQ. FT.  
TOTAL LIVING AREA: 107 SQ. FT.  
PATIO/BALCONY: 89 SQ. FT.



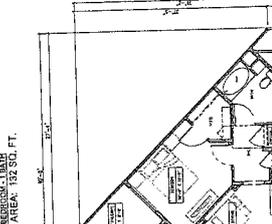
UNIT A1 - ALT. LOFT  
LIVABLE AREA: 107 SQ. FT.  
TOTAL LIVING AREA: 107 SQ. FT.  
PATIO/BALCONY: 89 SQ. FT.



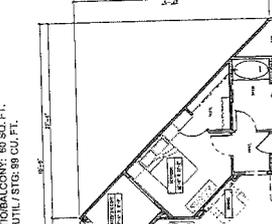
UNIT A1 - ALT. LOFT  
LIVABLE AREA: 107 SQ. FT.  
TOTAL LIVING AREA: 107 SQ. FT.  
PATIO/BALCONY: 89 SQ. FT.



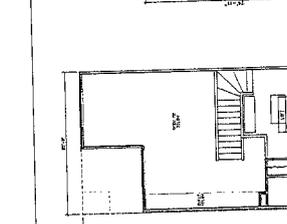
UNIT A1 - LOFT  
LIVABLE AREA: 132 SQ. FT.  
LOFT AREA: 132 SQ. FT.



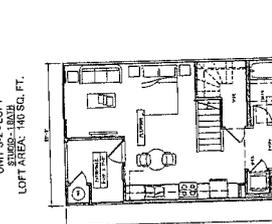
UNIT A1 - LOFT  
LIVABLE AREA: 132 SQ. FT.  
LOFT AREA: 132 SQ. FT.



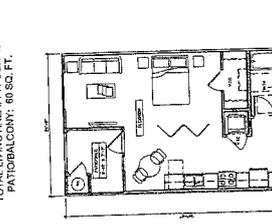
UNIT A1 - LOFT  
LIVABLE AREA: 132 SQ. FT.  
LOFT AREA: 132 SQ. FT.



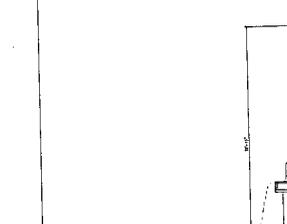
UNIT S2 - LOFT  
LIVABLE AREA: 140 SQ. FT.  
LOFT AREA: 140 SQ. FT.



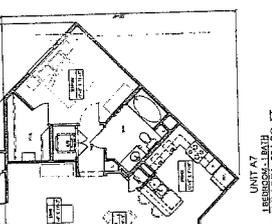
UNIT S2 - LOFT  
LIVABLE AREA: 140 SQ. FT.  
LOFT AREA: 140 SQ. FT.



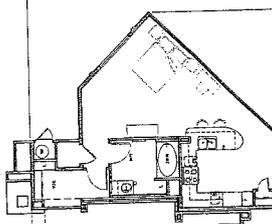
UNIT S2 - LOFT  
LIVABLE AREA: 140 SQ. FT.  
LOFT AREA: 140 SQ. FT.



UNIT A7 - BATH  
LIVABLE AREA: 78 SQ. FT.  
PATIO/BALCONY: 78 SQ. FT.



UNIT A7 - BATH  
LIVABLE AREA: 78 SQ. FT.  
PATIO/BALCONY: 78 SQ. FT.



UNIT S1  
LIVABLE AREA: 69 SQ. FT.  
PATIO/BALCONY: 39 SQ. FT.

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

13-089 June 10, 2013

AGENCY SUBMITTAL 06.10.13

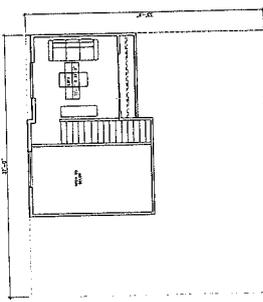
NO.	DATE
1	04.02.12
2	09.27.12
3	11.28.12
4	01.30.13
5	02.28.13
6	05.10.13
7	05.10.13

CASE FILE NUMBERS: A

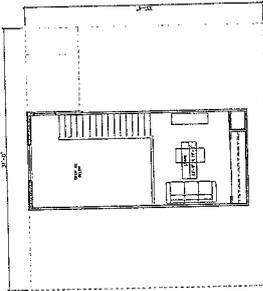


HUNTINGTON BEACH, CA  
ARCHITECTS ORANGE  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 659-9960

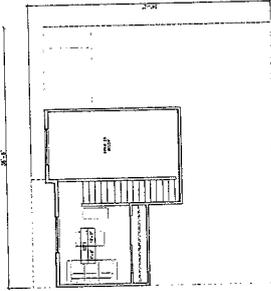
EDINGER AND GOTHARD APARTMENTS  
PEDIGO SOUTH, INC.  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



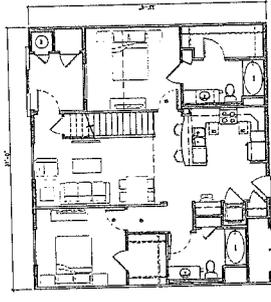
UNIT B2A - LOFT  
2 BEDROOM/2 BATH  
LOFT AREA: 189 SQ. FT.



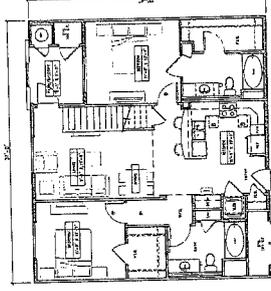
UNIT B2 - LOFT  
2 BEDROOM/2 BATH  
LOFT AREA: 189 SQ. FT.



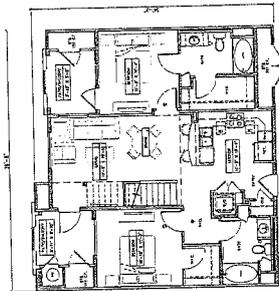
UNIT B1 - LOFT - A  
2 BEDROOM/2 BATH  
LOFT AREA: 140 SQ. FT.



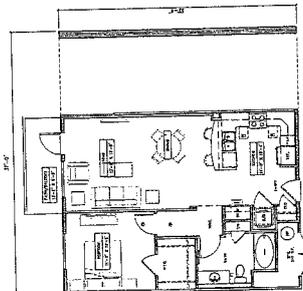
UNIT B2A - LOFT  
2 BEDROOM/2 BATH  
1ST FLR LIVABLE AREA: 113 SQ. FT.  
TOTAL LIVABLE AREA: 113 SQ. FT.  
PATIO/BALCONY: 60 SQ. FT.  
UTIL / STG: 242 CU. FT.



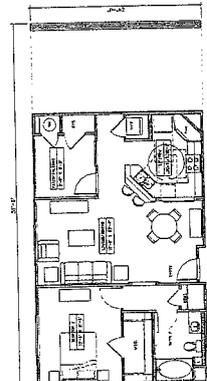
UNIT B2 - LOFT  
2 BEDROOM/2 BATH  
1ST FLR LIVABLE AREA: 113 SQ. FT.  
TOTAL LIVABLE AREA: 283 SQ. FT.  
PATIO/BALCONY: 90 SQ. FT.  
UTIL / STG: 249 CU. FT.



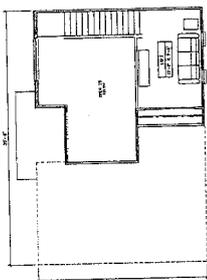
UNIT B1 - LOFT  
2 BEDROOM/2 BATH  
1ST FLR LIVABLE AREA: 108 SQ. FT.  
TOTAL LIVABLE AREA: 108 SQ. FT.  
PATIO/BALCONY: 119 SQ. FT.  
UTIL / STG: 423 CU. FT.



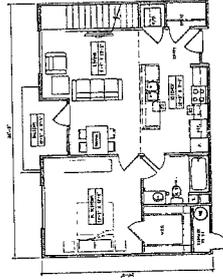
UNIT A8  
1 BEDROOM  
LIVABLE AREA: 68 SQ. FT.  
PATIO/BALCONY: 68 SQ. FT.  
UTIL / STG: 287 CU. FT.



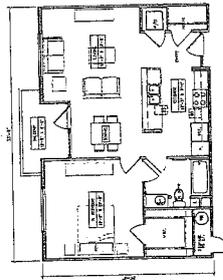
UNIT A6  
1 BEDROOM/1 BATH  
LIVABLE AREA: 812 SQ. FT.  
PATIO/BALCONY: 119 SQ. FT.  
UTIL / STG: 101 CU. FT.



UNIT A4 - LOFT  
1 BEDROOM/1 BATH  
LOFT AREA: 138 SQ. FT.



UNIT A4 - LOFT  
1 BEDROOM/1 BATH  
LIVABLE AREA: 82 SQ. FT.  
TOTAL LIVABLE AREA: 82 SQ. FT.  
PATIO/BALCONY: 80 SQ. FT.  
UTIL / STG: 85 CU. FT.



UNIT A4  
1 BEDROOM/1 BATH  
LIVABLE AREA: 82 SQ. FT.  
PATIO/BALCONY: 80 SQ. FT.  
UTIL / STG: 85 CU. FT.

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

UNIT PLANS		DATE
NO.	ITEM	
1	SUBMITTAL	04.03.12
2	SUBMITTAL	08.27.12
3	SUBMITTAL	11.28.12
4	SUBMITTAL	01.30.13
5	SUBMITTAL	02.28.13
6	SUBMITTAL	05.09.13
7	SUBMITTAL	05.15.13

CASE FILE NUMBERS: X

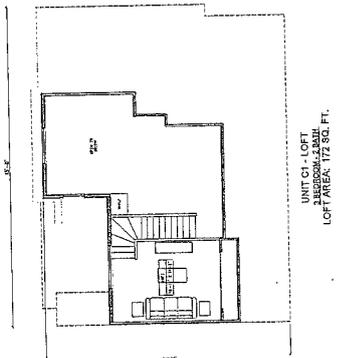
13-089 June 10, 2013 AGENCY SUBMITTAL 06.10.13



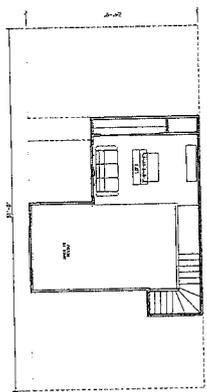
© 2010 Architects Orange  
All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architects Orange.

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 659-9060

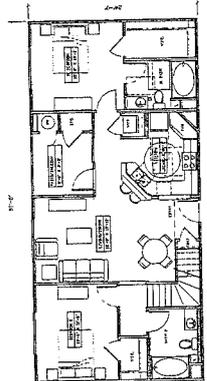
**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



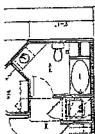
UNIT C1 - LOFT  
238SQ. FT. LAMB  
LOFT AREA: 172 SQ. FT.



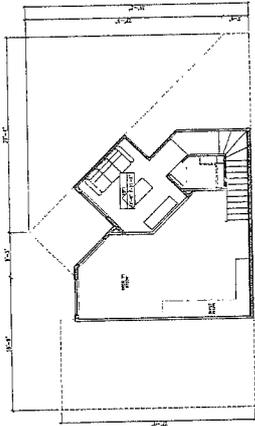
UNIT B5 - 1 LOFT  
238SQ. FT. LAMB  
LOFT AREA: 158 SQ. FT.



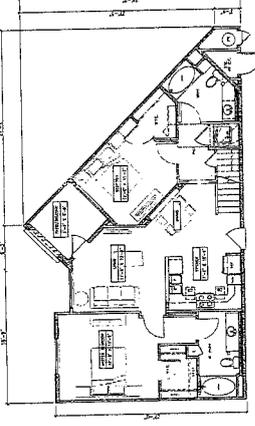
UNIT B4  
238SQ. FT. LAMB  
LIVABLE AREA: 1140 SQ. FT.  
TOTAL LIVING AREA: 1400 SQ. FT.  
PATIO/BALCONY: 73 SQ. FT.  
UTIL. / STG: 101 CU. FT.



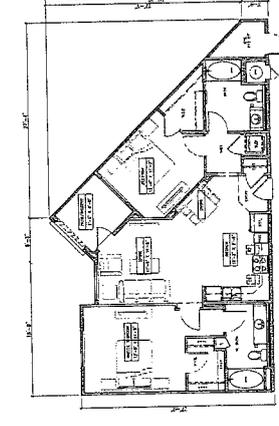
UNIT B3 - ALT - LOFT  
238SQ. FT. LAMB  
TOTAL LIVING AREA: 1041 SQ. FT.  
PATIO/BALCONY: 81 SQ. FT.



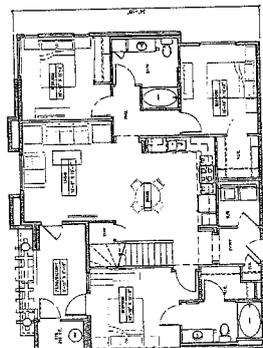
UNIT B3 - LOFT  
238SQ. FT. LAMB  
LOFT AREA: 132 SQ. FT.



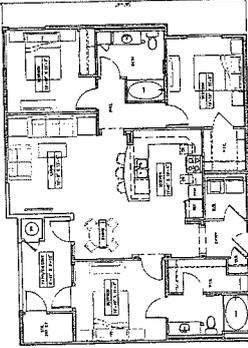
UNIT B2 - LOFT  
238SQ. FT. LAMB  
1ST FLR LIVABLE AREA: 1079 SQ. FT.  
TOTAL LIVING AREA: 1268 SQ. FT.  
PATIO/BALCONY: 80 SQ. FT.  
UTIL. / STG: 99 CU. FT.



UNIT B3  
238SQ. FT. LAMB  
LIVABLE AREA: 1078 SQ. FT.  
PATIO/BALCONY: 80 SQ. FT.  
UTIL. / STG: 98 CU. FT.



UNIT C1 - LOFT  
238SQ. FT. LAMB  
1ST FLR LIVABLE AREA: 1383 SQ. FT.  
TOTAL LIVABLE AREA: 1542 SQ. FT.  
PATIO/BALCONY: 83 SQ. FT. UTIL.  
STG: 282 CU. FT.



UNIT C1  
238SQ. FT. LAMB  
LIVABLE AREA: 68 SQ. FT.  
PATIO/BALCONY: 782 CU. FT.

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

UNIT PLANS	DATE
1 SUBMITTAL	04.02.12
2 SUBMITTAL	06.27.12
3 SUBMITTAL	11.28.12
4 SUBMITTAL	01.30.13
5 SUBMITTAL	02.28.13
6 SUBMITTAL	03.28.13
7 SUBMITTAL	06.10.13

13.099

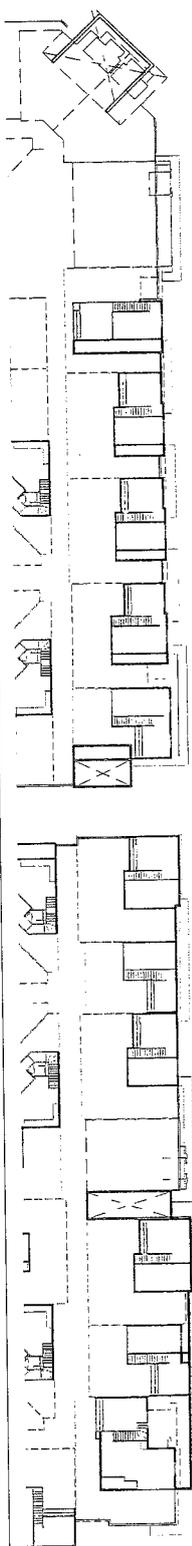
June 10, 2013



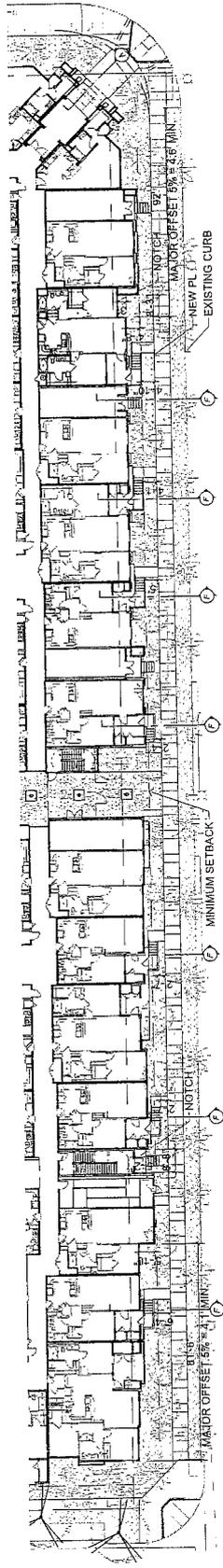
© 2013 Architects Orange  
All rights reserved. No part of this drawing may be reproduced without the prior written permission of Architects Orange.

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

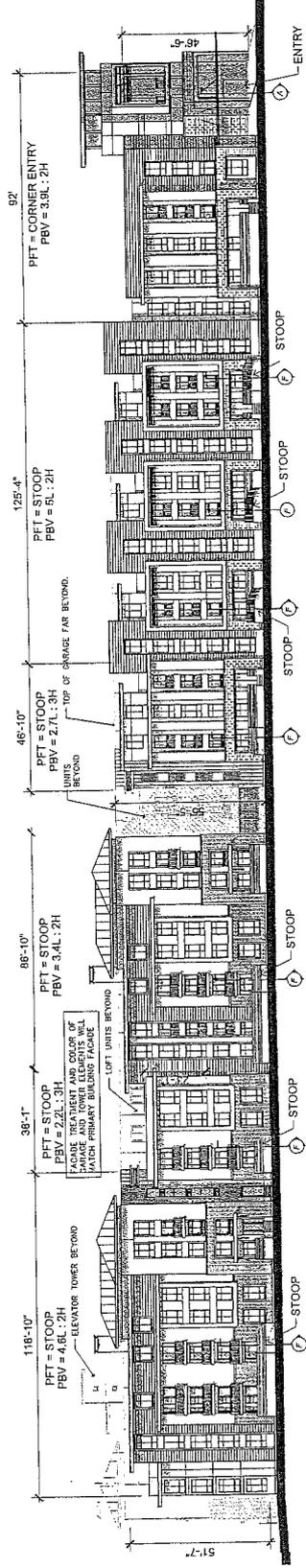
**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98061



LOFT LEVEL

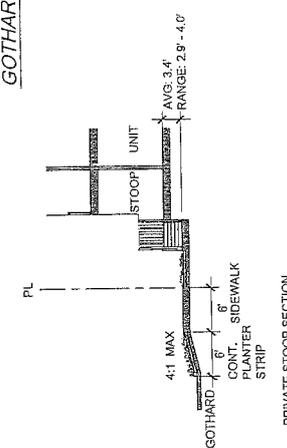


1ST LEVEL

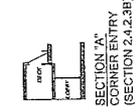


PFT = PRIVATE FRONTAGE TYPE  
PBV = PRIMARY BUILDING VOLUME 2L:3H TO 5L:2H (R: 3/4L - 2.5L)

**GOTHARD STREET ELEVATION**



PRIVATE STOOP SECTION



SECTION 7A:  
CORNER ENTRY  
(SECTION 2.4.2.3B)

SECTION 7B:  
PRIVATE STOOP  
(SECTION 2.4.2.3G)

- BUILDING MASSING ELEMENTS**  
TRC03P 0.5.5 BUILDING MASSING
- A. MAJOR FACADE OFFSET
  - B. NOTCH
  - C. FACADE COMPOSITION CHANGE



13-089 June 10, 2013

NO. ITEM	DATE
1. INITIAL	08.27.12
2. SUBMITTAL	08.27.12
3. SUBMITTAL	11.28.12
4. SUBMITTAL	01.30.13
5. SUBMITTAL	03.28.13
6. SUBMITTAL	05.09.13
7. SUBMITTAL	06.10.13

AGENCY SUBMITTAL 06.10.13

Case File Numbers: X



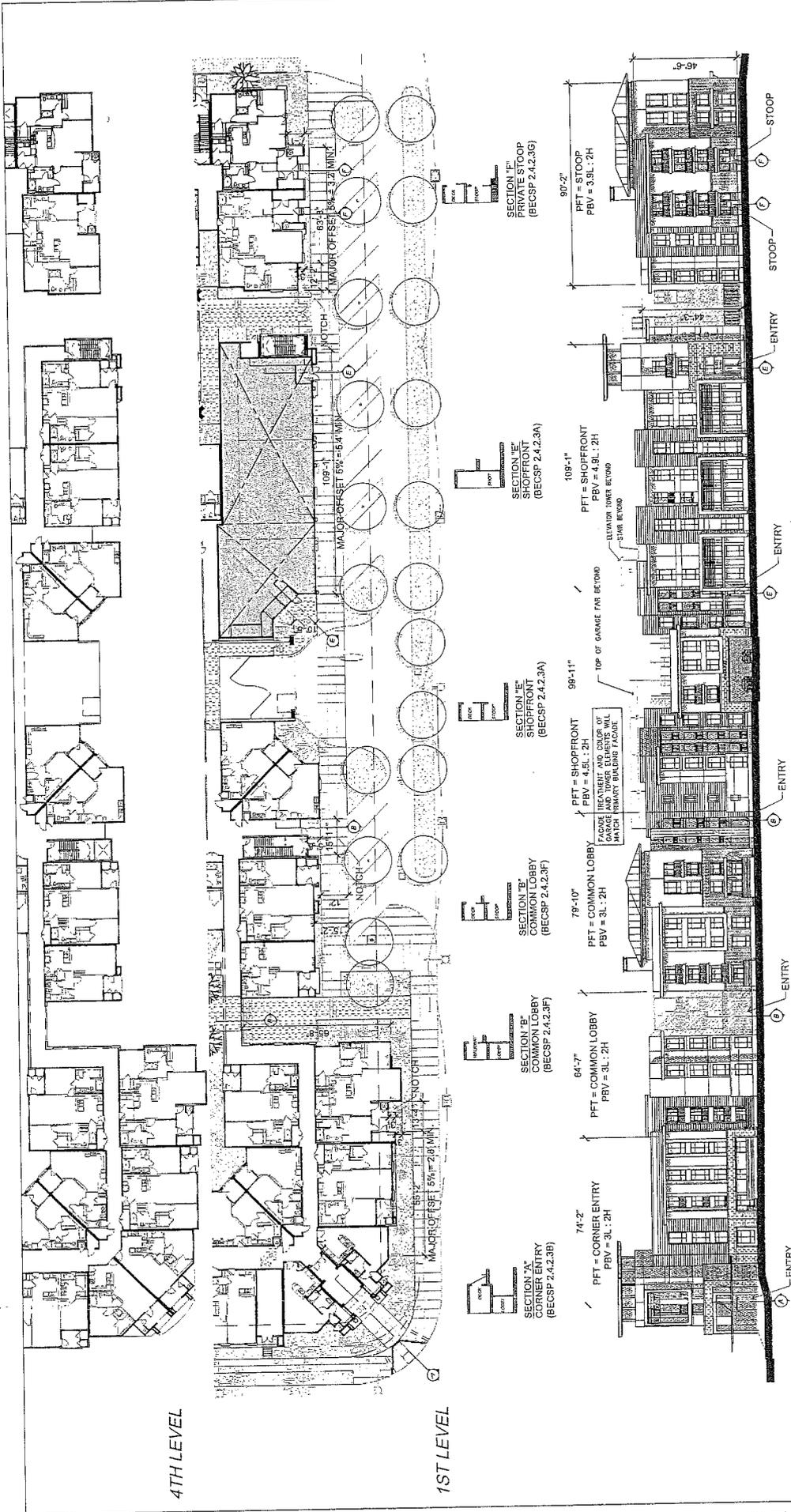
© 2013 Architects Orange  
This plan was prepared by the firm of  
Pedigo South, Inc. under the supervision of  
Robert J. Pedigo, a Professional Engineer.

HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

**EDINGER AND GOTHARD APARTMENTS**

**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



4TH LEVEL

1ST LEVEL

SECTION "A"  
CORNER ENTRY  
(BECSP 2.4.2.3B)

SECTION "B"  
COMMON LOBBY  
(BECSP 2.4.2.3F)

SECTION "C"  
COMMON LOBBY  
(BECSP 2.4.2.3F)

SECTION "D"  
SHOPFRONT  
(BECSP 2.4.2.3A)

SECTION "E"  
SHOPFRONT  
(BECSP 2.4.2.3A)

SECTION "F"  
PRIVATE STOOP  
(BECSP 2.4.2.3G)

74'-2"  
PFT = CORNER ENTRY  
PBV = 3L:2H

64'-7"  
PFT = COMMON LOBBY  
PBV = 3L:2H

79'-10"  
PFT = COMMON LOBBY  
PBV = 3L:2H

99'-11"  
PFT = SHOPFRONT  
PBV = 4.5L:2H

109'-1"  
PFT = SHOPFRONT  
PBV = 4.5L:2H

90'-2"  
PFT = STOOP  
PBV = 3.9L:2H

PFT = PRIVATE FRONTAGE TYPE  
PBV = PRIMARY BUILDING VOLUME REQ. = 3L:2H TO 8L:2H (H:1.5L - 2.5L)

EDINGER AVENUE ELEVATION

0' 20' 40' 60'  
SCALE: 1" = 20'

BUILDING MASSING ELEMENTS  
A. MAJOR FACADE OFFSET  
B. NOTCH  
C. FACADE COMPOSITION CHANGE

13-089 June 10, 2013

NO.	DATE	DESCRIPTION
1	04.02.12	SUBMITTAL
2	08.27.12	SUBMITTAL
3	11.28.12	SUBMITTAL
4	01.30.13	SUBMITTAL
5	02.28.13	SUBMITTAL
6	03.13.13	SUBMITTAL
7	06.10.13	SUBMITTAL

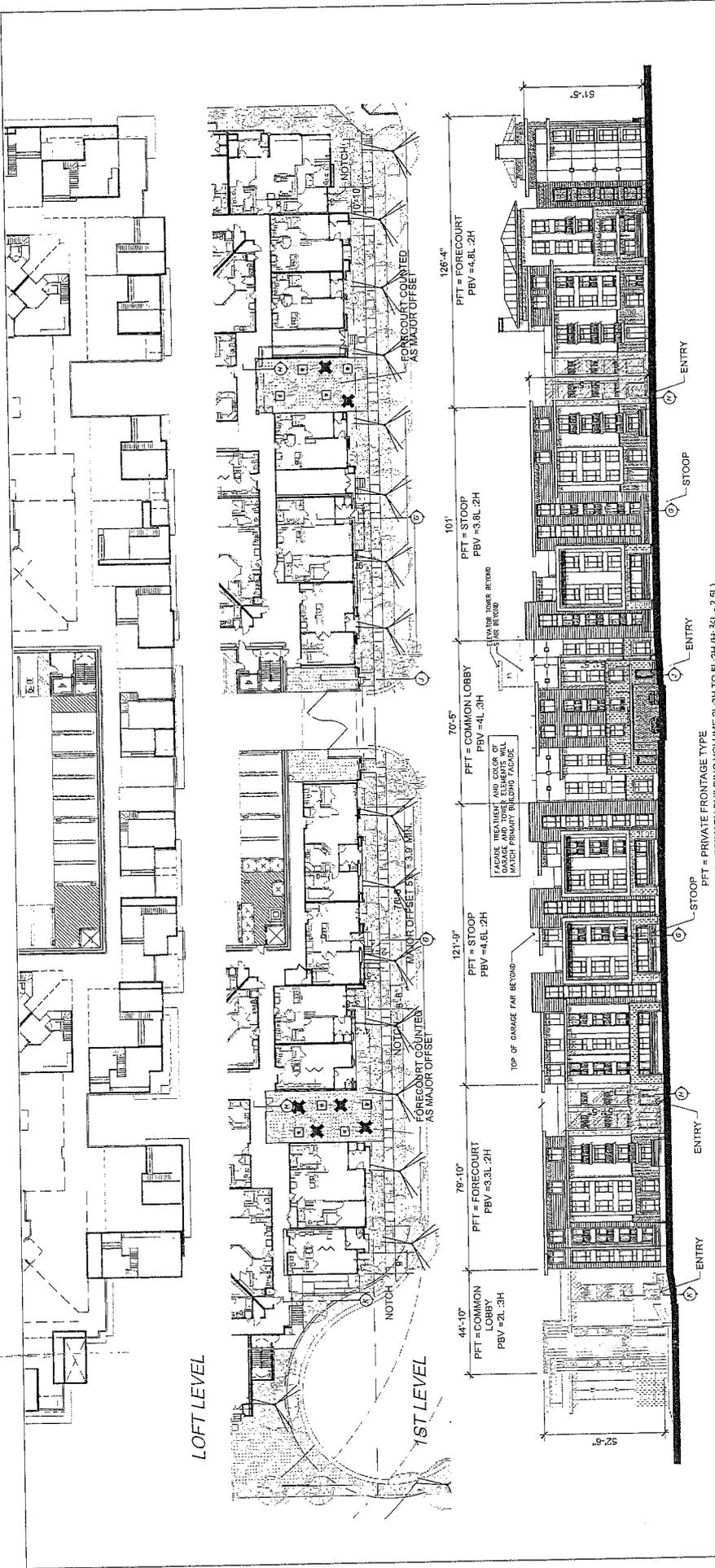
DATE: 06.10.13  
PROJECT: EDINGER MASSING  
SCALE: 1" = 20'



HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9660

**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98061

CASE FILE NUMBER: A



**BUILDING MASSING ELEMENTS**  
 RECIP 2.5.5 BUILDING MASSING  
 A. MAJOR FACADE OFFSET  
 B. NOTCH  
 C. FACADE COMPOSITION CHANGE

**SECTION 'G'**  
 PRIVATE STOOP  
 (SECTION 2.4.2.3E)  
**SECTION 'H'**  
 COMMON LOBBY  
 (SECTION 2.4.2.3F)  
**SECTION 'I'**  
 COMMON LOBBY  
 (SECTION 2.4.2.3F)  
**SECTION 'K'**  
 COMMON LOBBY  
 (RECSP 2.4.2.3F)

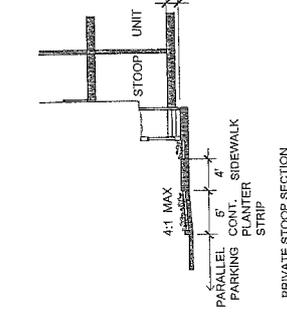
0' 20' 40' 60'  
 SCALE: 1" = 20'

REV	DATE	DESCRIPTION
1	04.02.12	INITIAL
2	08.27.12	SUBMITTAL
3	11.28.12	SUBMITTAL
4	01.30.13	SUBMITTAL
5	02.28.13	SUBMITTAL
6	02.28.13	SUBMITTAL
7	08.10.13	SUBMITTAL

PROJECT: PRIVATE FRONTAGE MASSING  
 SHEET: A7.3  
 DATE: JUN 10, 2013  
 AGENCY SUBMITTAL: 08.13.13

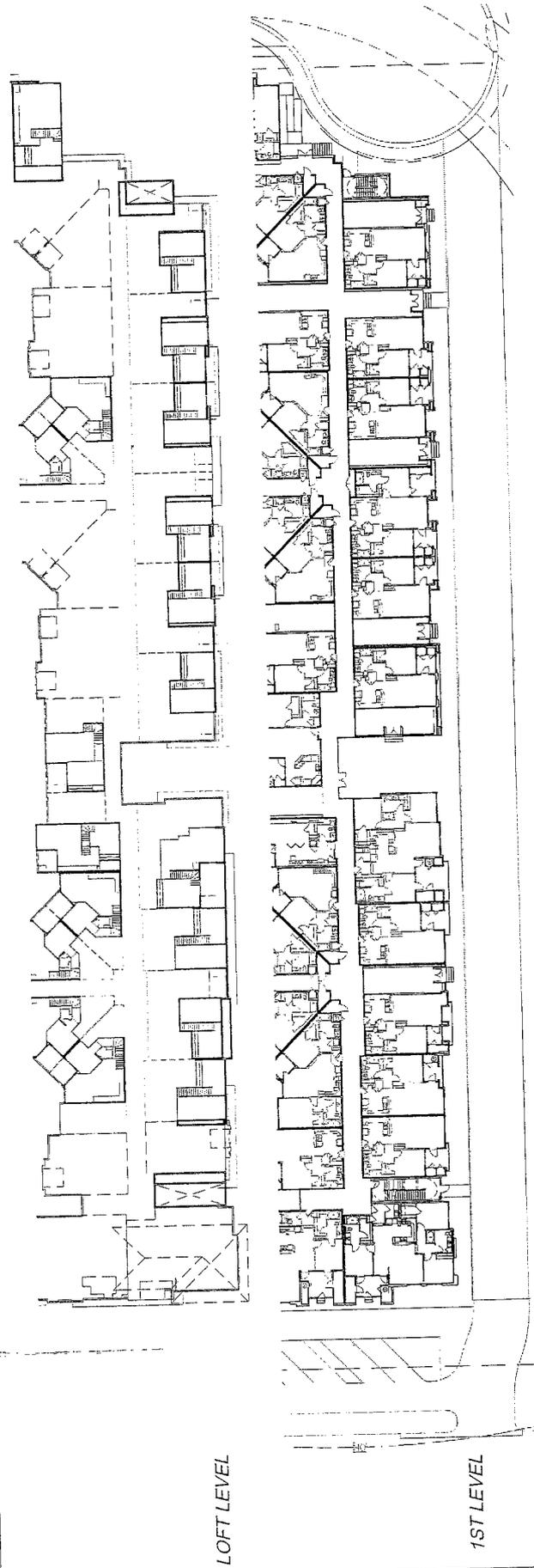
13-089  
 June 10, 2013  
  
 © 2013 Architects Orange  
 All rights reserved. No part of this document may be reproduced without written permission from Pedigo South, Inc.

**SOUTH ELEVATION**  
 PFT = PRIVATE FRONTAGE TYPE  
 PBV = PRIMARY BUILDING VOLUME 2L.3H TO 8L.2H (H: 3L - 2.5L)



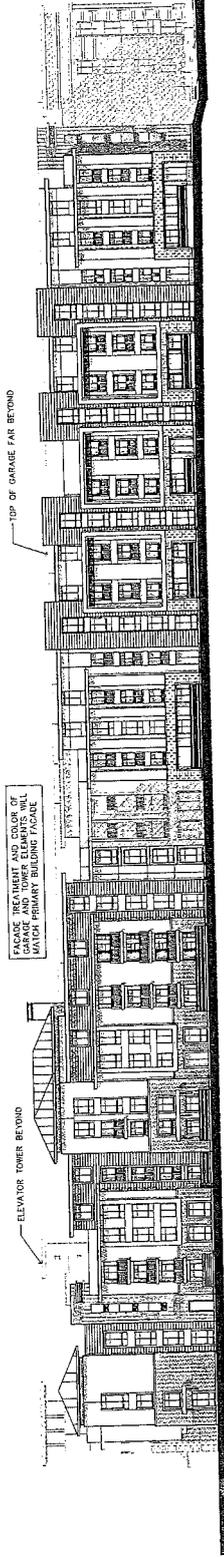
HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
 4100 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



LOFT LEVEL

1ST LEVEL



WEST ELEVATION

0' 20' 40' 60'  
SCALE: 1" = 20'

13-089 June 10, 2013

AGENCY SUBMITTAL 06.10.13

NO.	DESCRIPTION	DATE
1	PRELIMINARY SUBMITTAL	04.02.12
2	SUBMITTAL	06.27.12
3	SUBMITTAL	11.28.12
4	SUBMITTAL	01.20.13
5	SUBMITTAL	02.28.13
6	SUBMITTAL	03.28.13
7	SUBMITTAL	05.10.13
8	SUBMITTAL	05.10.13

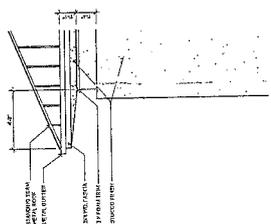
CASE FILE NUMBERS:  
X



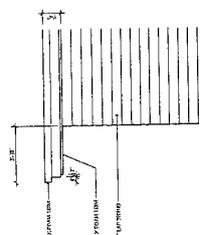
© 2013 Architects Orange  
All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architects Orange.

HUNTINGTON BEACH, CA  
**ARCHITECTS ORANGE**  
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9860

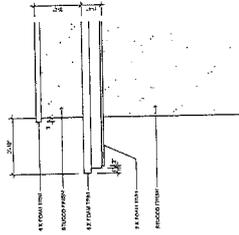
**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661



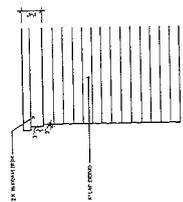
ELEVATION DETAIL A



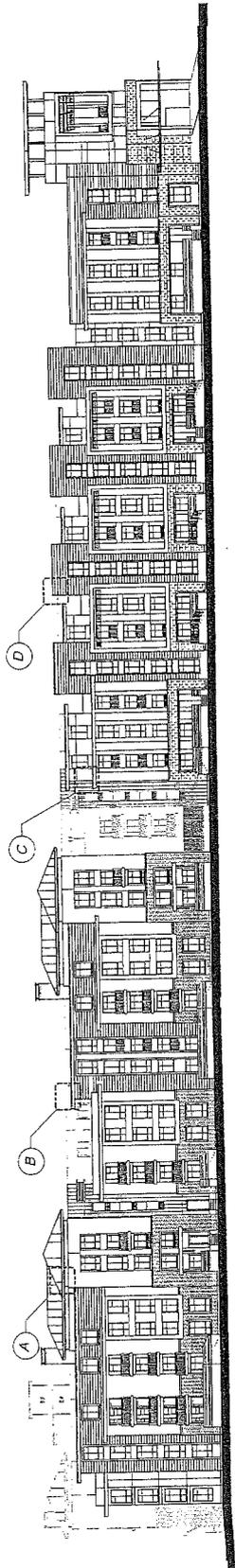
ELEVATION DETAIL B



ELEVATION DETAIL C



ELEVATION DETAIL D



GOTHARD STREET ELEVATION

**EDINGER AND GOTHARD APARTMENTS**  
**PEDIGO SOUTH, INC.**  
 4000 SE COLUMBIA WAY VANCOUVER, WASHINGTON, 98661

HUNTINGTON BEACH, CA

**ARCHITECTS ORANGE**  
 144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92666 (714) 639-9660

13-089 June 10, 2013

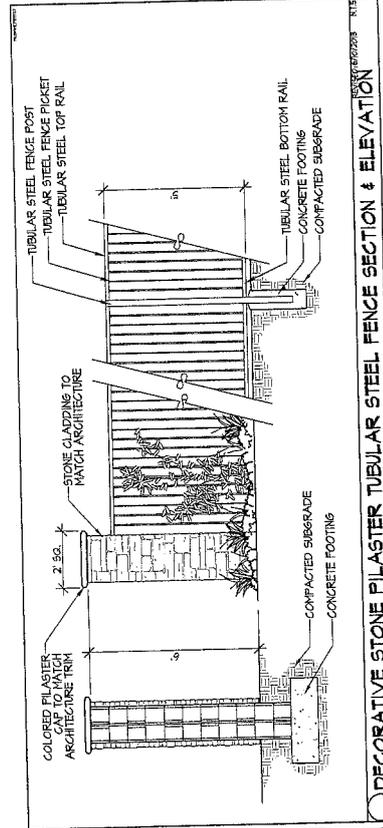
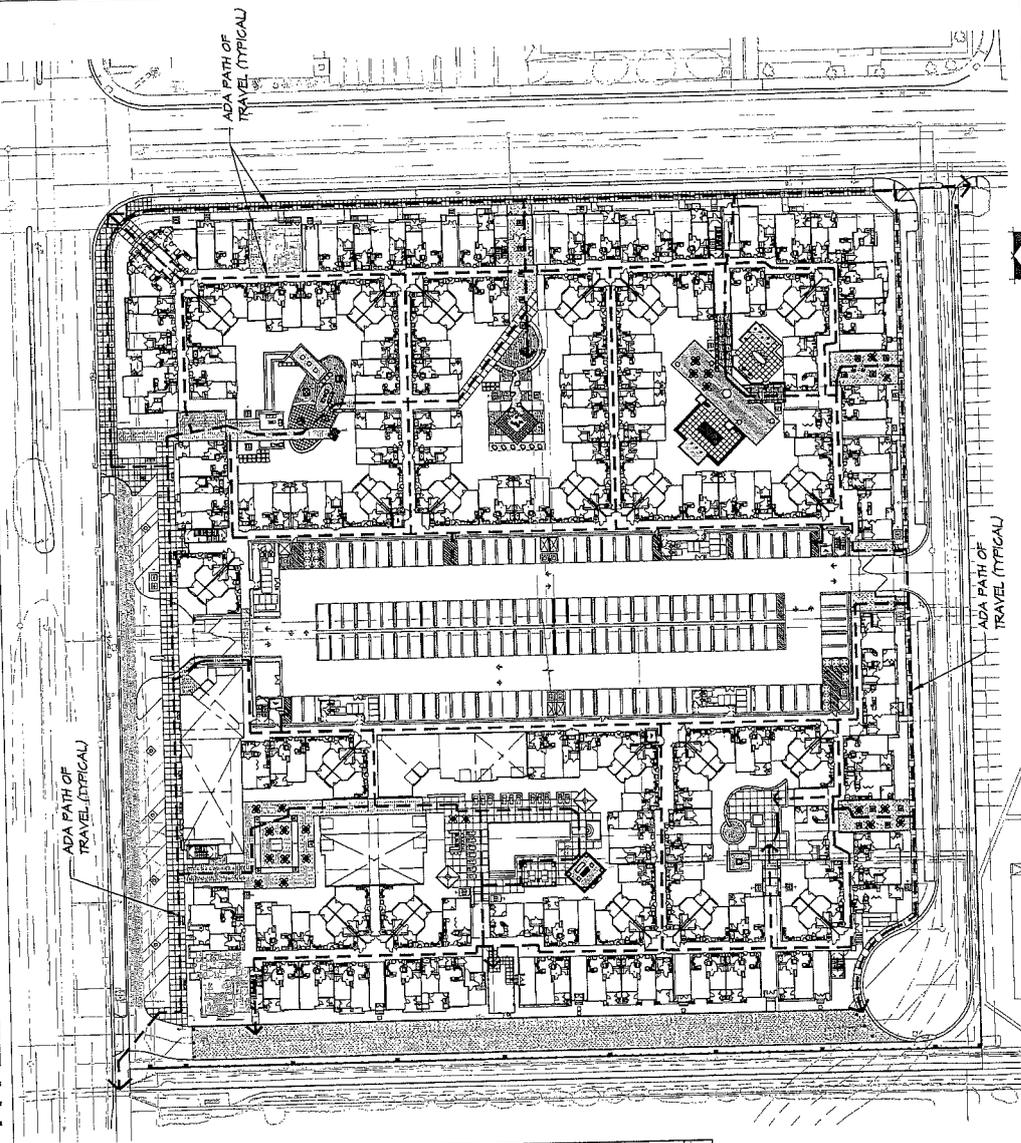
ROOF DETAILS		A7.5
No. ITEM	DATE	
1 SUBMITTAL	08.27.12	
2 SUBMITTAL	08.27.12	
3 SUBMITTAL	11.28.12	
4 SUBMITTAL	01.30.13	
5 SUBMITTAL	03.26.13	
6 SUBMITTAL	05.09.13	
7 SUBMITTAL	06.10.13	
CASE FILE NUMBERS:		X
		X



© 2013 Architects Orange  
 All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Architects Orange.



ADA / TITLE 24 PATH OF TRAVEL EXHIBIT STREET LEVEL



ATTACHMENT NO 230

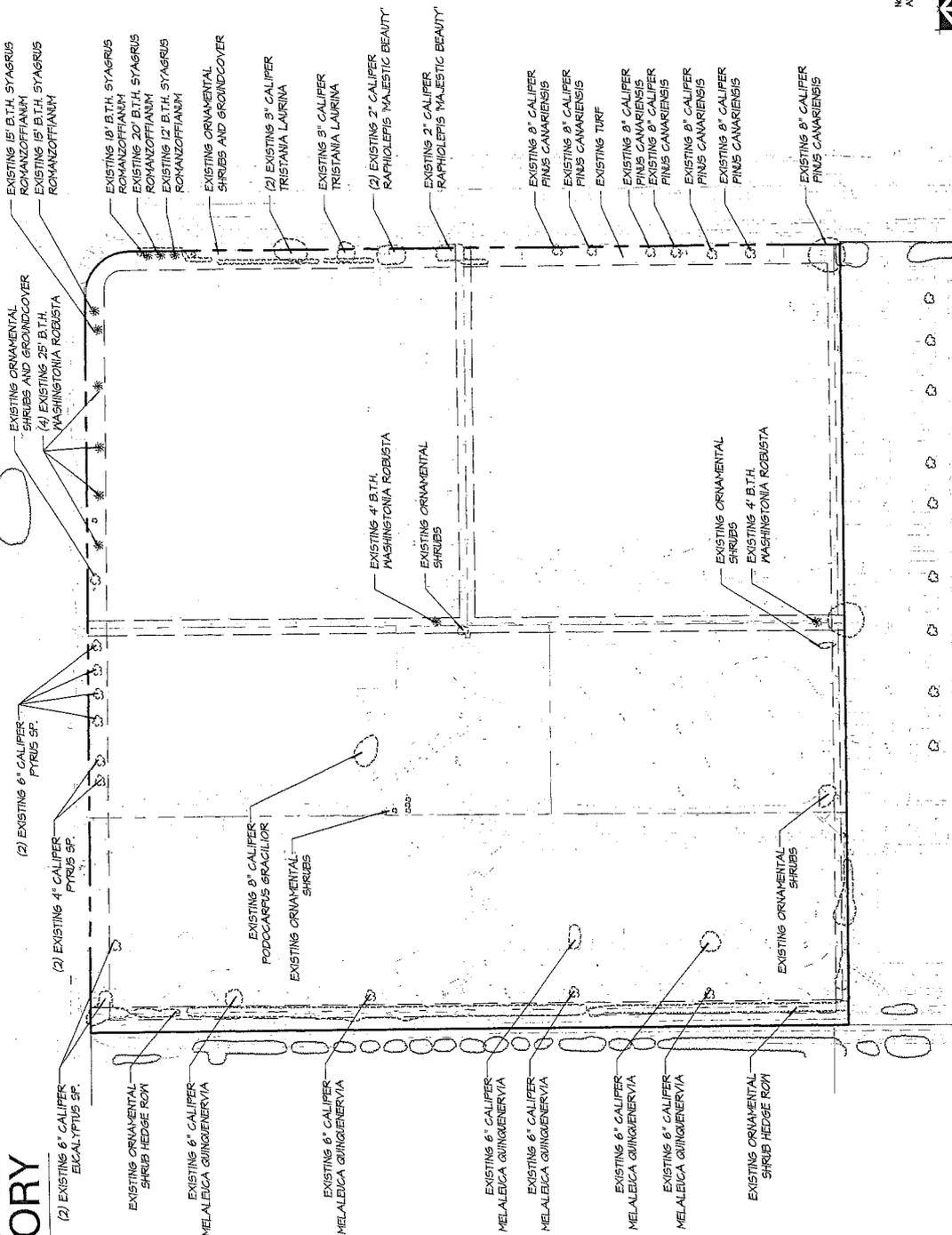
ADA / TITLE & PATH OF TRAVEL EXHIBIT	L-2
AGENCY SUBMITTAL	05.02.13
NO. ITEM	DATE
1 SUBMITTAL	04/22/13
2 SUBMITTAL	11/28/12
3 SUBMITTAL	01/28/13
4 SUBMITTAL	02/26/13
5 SUBMITTAL	05/02/13
6 SUBMITTAL	05/02/13
CASE FILE NUMBERS:	X


  
 Gillespie Moody Patterson
   
 ARCHITECTURE
   
 & PLANNING

HUNTINGTON BEACH, CALIFORNIA
   
 GILLESPIE · MOODY · PATTERSON
   
 4125 SORRENTO VALLEY BLVD, SUITE 'D', SAN DIEGO, CALIFORNIA 92121
   
 www.gmplandarch.com

EDINGER AND GOTHARD APARTMENTS
   
 PEDIGO SOUTH
   
 4000 SE. COLUMBIA WAY, VANCOUVER, WASHINGTON, 98661

# PLANT INVENTORY



NOTE: ALL EXISTING VEGETATION ON SITE SHALL BE REMOVED.



AGENCY SUBMITTAL  
05.02.13

NO.	DATE
1	04-02-13
2	04-02-13
3	04-02-13
4	04-02-13
5	04-02-13
6	04-02-13

12-008  
JUNE 10, 2013

gmp  
Gillette Group, Inc.  
Landscape Architecture  
& Planning

HUNTINGTON BEACH, CALIFORNIA

GILLESPIE . MOODY . PATTERSON  
4125 SORRENTO VALLEY BLVD, SUITE D, SAN DIEGO, CALIFORNIA 92121  
www.gmpplandarch.com

EDINGER AND GOTHARD APARTMENTS

PEDIGO SOUTH  
4000 SE. COLUMBIA WAY, VANCOUVER, WASHINGTON, 98661





# TENTATIVE PARCEL MAP NO. 2012-113

PROPOSED CONDITIONS  
 IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE  
 STATE OF CALIFORNIA  
 APRIL 29, 2013

SHEET 2 OF 2

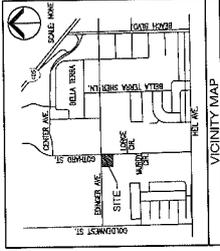


**LEGEND**  
 BOUNDARY LINE  
 RIGHT OF WAY  
 CENTERLINE

**LOT 1**  
 363,642 S.F. (8.348 ACRES)

FOR THE CITY OF HUNTINGTON BEACH  
 TO THE CITY OF HUNTINGTON BEACH  
 PARCEL MAP FOR STORM DRAIN

PARCEL 1 PMB 98/1-2



**OWNERS/DIVIDIDER**  
 FERRIS SOUTH, INC., A CALIFORNIA CORPORATION  
 1000 S. CHINA WASHINGTON 98661  
 ATTN: BOB PERINO

**CIVIL ENGINEER**

WES ASSOCIATES  
 4150 WASHINGTON PLACE DRIVE, SUITE 200  
 HUNTINGTON BEACH, CALIFORNIA 92648  
 ATTN: JAMES H. MANUJAK, P.E. NO. 30560  
 PHONE NO. (949) 752-6444

**PROJECT DESCRIPTION:**

PROPOSED IMPROVE MULTI-FAMILY APARTMENT BUILDING WITH 50 UNITS, WALKWAY, PARKING SPACES (BOTH WITH PARKING STRUCTURE), AND STORM DRAIN.

**LEGAL DESCRIPTION**

THE LAND IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE AND IS DESCRIBED AS FOLLOWS:  
 LOT 1, AS SHOWN ON A MAP FILED IN BOOK 145, PAGE 145, RANGES 30 N 12 W, MERIDIAN 12N, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

PARCEL 1, AS SHOWN ON A MAP FILED IN BOOK 2, PAGE 11 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

**AREA**

THE SUBJECT PROPERTY CONSISTS OF:  
 (1) EXISTING LOTS AREA = 372,696 S.F. (8,555 ACRES)  
 (2) PROPOSED LOT AREA = 363,642 S.F. (8,348 ACRES)

**ZONING**

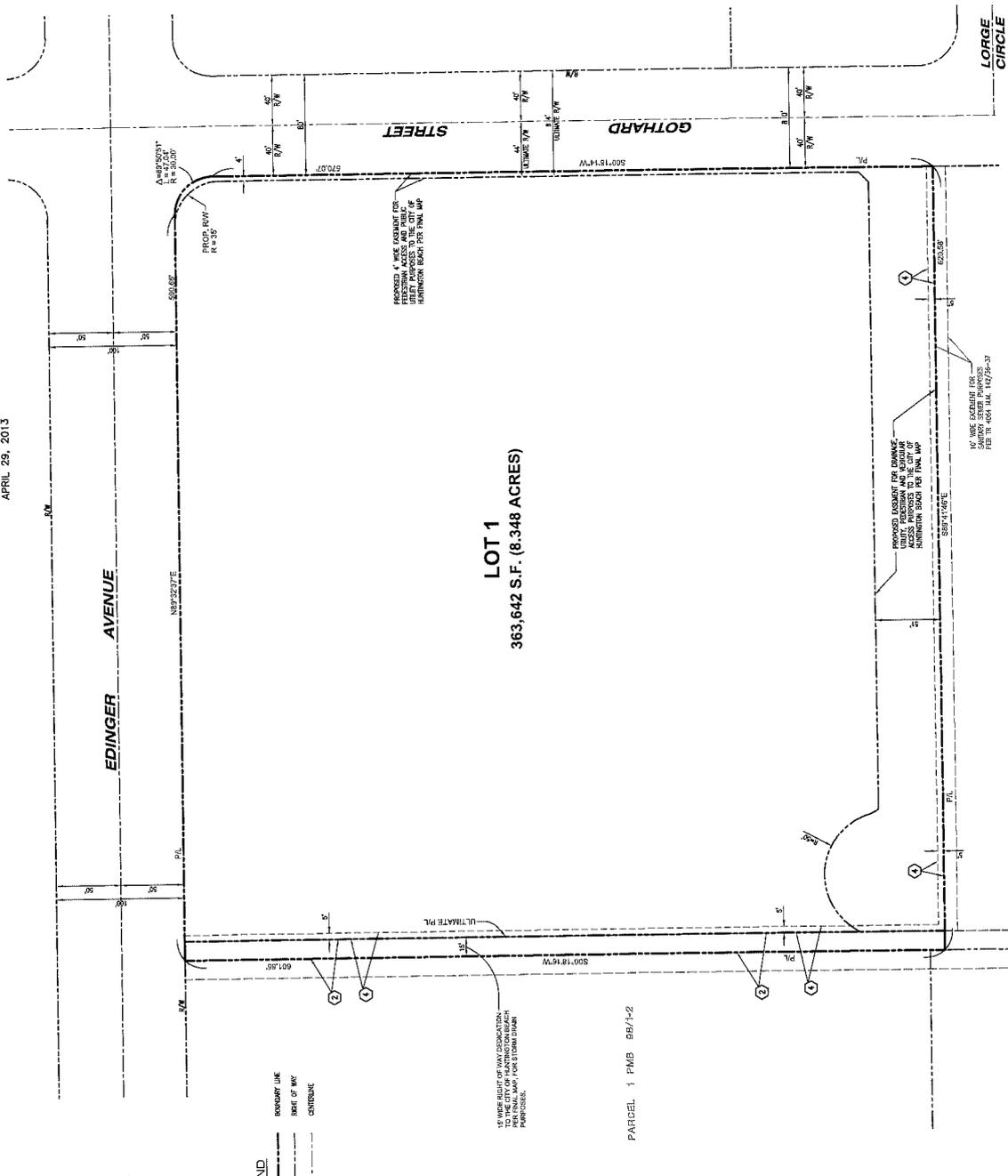
ZONE CLASSIFICATION: SP14 BEACH AND DUNGER OCEANOGRAPHIC SPECIFIC PLAN  
 TOWN CENTER OCEANOGRAPHIC SEAMANT

**FLOOD ZONE**

THE SUBJECT PROPERTY WILL BE LOCATED WITHIN ZONE X, AREA OF 0.2% CHANCE FLOOD AREAS FOR 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF 1.5 FEET. THE FLOOD ZONE WILL BE IDENTIFIED ON THE PARCEL MAP. THE FLOOD ZONE WILL BE IDENTIFIED ON THE PARCEL MAP. THE FLOOD ZONE WILL BE IDENTIFIED ON THE PARCEL MAP.

**EASEMENTS**

- AN EASEMENT FOR VEHICULAR ACCESS AND SURFACE WATERS RIGHTS AS RELATED TO THE SUBJECT PROPERTY IS SHOWN ON THE PARCEL MAP.
- 16' WIDE STORM DRAIN EASEMENT AS SHOWN ON THE PARCEL MAP.
- 17' WIDE PUBLIC UTILITY EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA Edison COMPANY RECORDING NO. 5747 PAGE 35 OF OFFICIAL RECORDS.
- 17' WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON THE PARCEL MAP.
- 17' WIDE EASEMENT FOR WALKWAY PURPOSES AS SHOWN ON THE PARCEL MAP.
- 16' WIDE EASEMENT FOR WALKWAY PURPOSES IN FAVOR OF CITY OF HUNTINGTON BEACH, RECORDING NO. 1107/95-37 IN BOOK 1154 PAGE 104 OF OFFICIAL RECORDS TO BE RECORDED/ACKNOWLEDGED.
- 8' WIDE EASEMENT FOR UNDERGROUND CONDUITS RECORDING NO. 12509 IN BOOK 12509 PAGE 104 OF OFFICIAL RECORDS TO BE RECORDED/ACKNOWLEDGED.
- 4' WIDE EASEMENT FOR UNDERGROUND CONDUITS RECORDING NO. 1771 IN BOOK 1771 PAGE 104 OF OFFICIAL RECORDS TO BE RECORDED/ACKNOWLEDGED.
- 4' WIDE EASEMENT FOR WALKWAY PURPOSES AS SHOWN ON THE PARCEL MAP.
- 4' WIDE EASEMENT FOR WALKWAY PURPOSES AS SHOWN ON THE PARCEL MAP.



ATTACHMENT NO 3.2

RECEIVED

JUN 10 2013

**General Application – 15. Project Narrative**

Dept. of Planning  
& Building

(a) The applicant is proposing a new multifamily apartment community located on the southwest corner of Edinger Avenue and Gothard Street. The project is located within the boundaries of The Beach and Edinger Corridor Specific Plan and will utilize the sit plan approval process set forth in this document. The project is an 8.5 acre assemblage of two adjacent parcels owned by the George W. Psaros and Helen S. Psaros Trust, Pedigo Products, Inc. and Pedigo South, Inc. (the "Landowners").

The proposed apartment complex will consist of 510 units with approximately 465,000 net rentable square feet including lofts in 85 of the 4<sup>th</sup> floor units constructed in four-story, wood-frame apartment buildings surrounding a central six-story parking structure containing 889 spaces (27 of which are surface spaces). The projects amenities will include a resort-style swimming pool and spa, fitness center, click café wifi area, outdoor seating areas, BBQ's and clubroom. The property will also provide secured access and six beautifully landscaped courtyards. The project offers a total of 25,815 square feet of public open space including the area within three of the six courtyards. The two courtyards in the northeast corner of the property will provide a pedestrian connection from Edinger Avenue to Gothard Street for public use.

The northern boundary of the property fronting Edinger Avenue will provide a Classic Boulevard and the southern boundary will provide an east-west connection street as envisioned in the specific plan. The western boundary will provide a fire loop access road per direction from the Huntington Beach Fire Department. Should the city wish to construct a north-south public road on the westerly property line over the flood control easement and fire lane, the property owner will work with the city to accommodate appropriate dedications for this new public street.

Architectural style and color palettes vary around the perimeter of the project at forecourts and paseos. This will articulate the appearance of several different buildings with varying architectural styles and assist in breaking down building mass.

The applicant estimates that this project will create nearly 1,000 construction related jobs. The completed project will employ approximately 10-11 full time on-site office and maintenance staff. The hours of operation will be seven days a week from 9:00am – 6:00pm.

(b) The city approached the Landowners in the summer of 2010 with the recommendation to assemble their parcels of land and sell to a developer who could utilize the Beach and Edinger Specific Plan to entitle and redevelop the existing use. Archstone negotiated contracts with the Landowners and submitted the site plan application to develop a 510 unit class A multifamily apartment project at this

Edinger and Gothard Apartments | 1

ATTACHMENT NO. 4.1

location. Archstone terminated the contracts and Archstone and the Landowner's transferred the application process to the new applicant, Pedigo South, Inc. and Pedigo Products, Inc.

The applicant believes the city of Huntington Beach presents an opportunity to develop and provide housing in one of the first class A multifamily projects constructed in the city in over 24 years. The location at the southwest corner of Gothard Street and Edinger Avenue offers residents a walkable location that is one block from the Bella Terra Mall and the Golden West Transportation Center. It is also three blocks from I-405, the major north-south freeway providing convenient access to major employment centers in Orange County and Los Angeles County.

(c) The surrounding uses are as follows:

The area is characterized by commercial/retail development. Adjoining property use is summarized as follows:

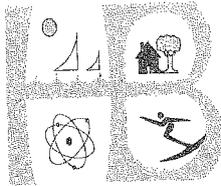
North: Edinger Avenue followed by a Coco's Restaurant and a retail shopping center containing several furniture stores and restaurants, with the Goldenwest Community College located within two blocks north of the site.

East: Gothard Street followed by a retail commercial building (currently Orange County Mattress and LA Boxing) and two large warehouse buildings, with additional commercial/warehouse buildings throughout the area farther east of the site.

South: A multi-tenant commercial center containing four buildings (currently Rusty's Chips, VIP Pet Food Delivery, Manley Towing, Cookilicious, and various individual office tenants).

West: Flood control drainage canal followed by a large retail Toys R Us store and a Goodyear Tire Center, with a large retail shopping center throughout the immediate area farther west of the site.

(d) The target market is young professionals who make up Gen X and Y.



# City of Huntington Beach

2000 MAIN STREET

CALIFORNIA 92648

## DEPARTMENT OF PLANNING AND BUILDING

[www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

Planning Division

714.536.5271

Building Division

714.536.5241

June 20, 2013

Pedigo Products, Inc. and Pedigo South, Inc.  
4000 SE Columbia Way  
Vancouver, WA 98661  
Applicant Address

**SUBJECT: SITE PLAN REVIEW NO. 12-002/TENTATIVE PARCEL MAP NO. 12-113  
(PEDIGO APARTMENTS) – 16001 GOTHARD  
PROJECT IMPLEMENTATION CODE REQUIREMENTS**

Dear Applicant,

In order to assist you with your development proposal, staff has reviewed the project and identified applicable city policies, standard plans, and development and use requirements, excerpted from the City of Huntington Beach Zoning & Subdivision Ordinance and Municipal Codes. This list is intended to help you through the permitting process and various stages of project implementation.

It should be noted that this requirement list is in addition to any "conditions of approval" adopted by the Planning Commission. Please note that if the design of your project or site conditions change, the list may also change.

If you would like a clarification of any of these requirements, an explanation of the Huntington Beach Zoning & Subdivision Ordinance and Municipal Codes, or believe some of the items listed do not apply to your project, and/or you would like to discuss them in further detail, please contact me at [jarabe@surfcity-hb.org](mailto:jarabe@surfcity-hb.org) or 714-374-5357 and/or the respective source department (contact person below).

Sincerely,

Jill Arabe  
Associate Planner

Enclosure

cc: Khoa Duong, Building Division – 714-872-6123  
James Brown Fire Department – 714-374-5344  
Bob Milani, Public Works Department – 714-375-1735  
Jane James, Planning Manager  
Property Owner  
Project File

ATTACHMENT NO. 5.1



## HUNTINGTON BEACH BUILDING DIVISION

### PROJECT IMPLEMENTATION CODE REQUIREMENTS

**DATE:** MAY 20, 2013  
**PROJECT NAME:** PEDIGO SOUTH, INC. APARTMENTS  
**ENTITLEMENTS:** SPR 12-002/EAX 12-003/TPM 12-009  
**PROJECT LOCATION:** 16001 GOTHARD ST. (SOUTHWEST CORNER OF GOTHARD AND EDINGER)  
**PROJECT PLANNER:** JILL ARABE, ASSOCIATE PLANNER  
**PLAN REVIEWER:** KHOA DUONG, P.E.  
**TELEPHONE/E-MAIL:** (714) 872-6123 / KHOA@CSGENGR.COM  
**PROJECT DESCRIPTION:** **SPR:** To review plans for residential 4-story (with lofts) apartment complex of 510 units wrapped around a 6-level parking structure (partially subterranean) with 867 parking spaces. **EA:** To review the potential environmental impacts associated to the residential development. **TPM:** To consolidate 5 parcels into 1 parcel.

---

The following is a list of code requirements deemed applicable to the proposed project based on plans received and dated **May 9, 2013**. The list is intended to assist the applicant by identifying requirements which must be satisfied during the various stages of project permitting and implementation. A list of conditions of approval adopted by the **Planning Commission** in conjunction with the requested entitlement(s), if any, will also be provided upon final project approval. If you have any questions regarding these requirements, please contact the Plan Reviewer.

---

➤ **SPECIAL CONDITIONS:**

1. Development Impact Fees will be required for new construction and commercial/industrial additions.

➤ **CODE ISSUES BASED ON PLANS & DRAWINGS SUBMITTED:**

- Project shall comply with the current state building codes adopted by the city at the time of permit application submittal. Currently they are 2010 California Building Code (CBC), 2010 California Mechanical Code, 2010 California Plumbing Code, 2010 California Electrical Code, 2010 California Energy Code, 2010 California Green Building Standards Code, and the Huntington Beach Municipal Code (HBMC). Compliance to all applicable state and local codes is required prior to issuance of building permit.
- Provide building code analysis including type of construction, allowable area and height, occupancy group requirements and means of egress per the CBC.
  - a. Provide building analyses to ascertain building sizes, construction types, set back, and frontage issues to be used in justifying building areas. All submittals to date do not have this information which is critical for project of this magnitude.

ATTACHMENT NO. 5.2

- b. For mixed use and occupancy, please see section 508 for specific code parameters in addition to those applicable sections found elsewhere in the code.
  - c. For parking garages please see section 406 for specific code parameters in addition to those applicable sections found elsewhere in the code.
  - d. For openings in exterior walls, please comply with Table 705.8.
  - e. Provide egress plans –
    - Show the occupant loads in each room/area along with occupant load factors to be used.
    - Show the egress paths of travel along with distances of travel.
    - Identify on Floor plans location of fire rated corridors, exit passageways, exit enclosures.
    - Provide accessible means of egress per Section 1007 of 2010 CBC.
  - f. For elevators please see section 708.14 and chapter 30.
- Provide compliance to disabled accessibility requirements of Chapter 11A and 11B of CBC.
- a. Provide kitchen layout plans to comply with section 1133A.
  - b. Provide bathroom layout plans to comply with section 1134A.
  - c. For accessible parking required, please see sections 1129B and 1130B.
  - d. Site must comply with Section 1117A of 2010 CBC.
    - All units facing to the street must be accessible to disabled persons from public way. Please provide ramp adjacent to all concrete steps.
- Review and provide compliance with Title 17 of the City of Huntington Beach Municipal Code, Building and Construction. This document can be found online on the city's website.
- For projects that will include multiple licensed professions in multiple disciplines, i.e. Architect and professional engineers for specific disciplines, a Design Professional in Responsible Charge will be requested per the 2010 CBC, Section 107.3.4.
- In addition to all of the code requirements of the 2010 California Green Building Standards Code, specifically address Construction Waste Management per Sections 4.408.2, 4.408.3, 4.408.4, 5.408.1.1, 5.408.1.2, and 5.408.1.3 and Building Maintenance and Operation, Section 5.410. Prior to the issuance of a building permit the permittee will be required to describe how they will comply with the sections described above. Prior to Building Final Approval, the city will require a Waste Diversion Report per Sections 4.408.5 and 5.408.1.4.
- **COMMENTS:**
- Planning and Building Department encourage the use of pre-submittal building plan check meetings.
  - Separate Building, Mechanical, Electrical and Plumbing Permits will be required for all exterior accessory elements of the project, including but not limited to: fireplaces, fountains, sculptures, light poles, walls and fences over 42" high, retaining walls over 2' high, detached trellises/patio covers, gas piping, water service, backflow anti-siphon, electrical, meter pedestals/electrical panels, swimming pools, storage racks for industrial/commercial projects. It will be the design professional in charge, responsibility to coordinate and submit the documents for the work described above.



RECEIVED  
MAY 23 2013  
Dept. of Planning  
& Building

## HUNTINGTON BEACH FIRE DEPARTMENT PROJECT IMPLEMENTATION CODE REQUIREMENTS

**DATE:** MAY 22, 2013  
**PROJECT NAME:** MULTI FAMILY RES. DEV. (PEDIGO SOUTH, INC. APTS.)  
**ENTITLEMENTS:** SPR# 12-002, EAX# 12-003, TPM# 12-009  
**PROJECT LOCATION:** 16001 GOTHARD (SW CORNER OF GOTHARD/EDINGER)  
**PLANNER:** JILL ARABE, ASSOCIATE PLANNER  
**TELEPHONE/E-MAIL:** (714) 374-5357/ jarabe@surfcity-hb.org  
**PLAN REVIEWER-FIRE:** JAMES BROWN, FIRE PROTECTION ANALYST  
**TELEPHONE/E-MAIL:** (714) 374-5344/ jbrown@surfcity-hb.org  
**PROJECT DESCRIPTION:** **SPR:** To review plans for residential 4-story (with lofts) apartment complex of 510 units wrapped around a 6-level parking structure (partially subterranean) with 867 parking spaces. **EA:** To review the potential environmental impacts associated to the residential development. **TPM:** To consolidate 5 parcels into 1 parcel.

---

The following is a list of code requirements deemed applicable to the proposed project based on plans received and dated MAY 9<sup>TH</sup>, 2013. The list is intended to assist the applicant by identifying requirements which must be satisfied during the various stages of project permitting and implementation. A list of conditions of approval adopted by the Planning Commission in conjunction with the requested entitlement(s), if any, will also be provided upon final project approval. The review comments below are not to be construed as being all inclusive. **The project is required to comply with all of the adopted Building, Fire, and Municipal Codes in effect at the time of grading and building plan submittal for permit issuance.** If you have any questions regarding these requirements, please contact the Plan Reviewer- Fire: JAMES BROWN, FIRE PROTECTION ANALYST.

---

**PRIOR TO DEMOLITION, GRADING, SITE DEVELOPMENT, ISSUANCE OF GRADING PERMITS, BUILDING PERMITS, AND/OR CONSTRUCTION, OR APPROVAL OF CERTIFICATE OF OCCUPANCY, THE FOLLOWING SHALL BE REQUIRED:**

### FIRE MASTER PLAN

The following items shall be completed prior to precise grading plan or building plan approval.

A separate Fire Master Plan is required for submittal to the HBFD. It shall be a site plan reflecting all the following fire department related items:

- Fire hydrant locations, public and private.

ATTACHMENT NO. 5.4

- FDC locations.
- Dimensions from FDC's to hydrants.
- DCDA locations.
- Fire sprinkler riser locations and location of system serving.
- FACP locations.
- Knox box and knox switch locations.
- Gate locations, and opticoms if required.
- Fire lane locations, dimensions, lengths, turning radii at corners and circles/cul-de-sacs.
- Fire lane signage and striping.
- Property dimensions or accurate scale.
- Building locations and heights.
- Building addresses and suite addresses.

## **Environmental**

**The following items shall be completed prior to rough or precise grading plan approval.**

**Environmental - Elevated levels of methane or other soil gases in the area. (No well)**

***Methane Mitigation District Requirements.*** The proposed construction is within the City of Huntington Beach Methane Mitigation District. Due to known elevated levels of methane or other soil gases in this area, a sub-slab methane barrier and vent system is required for this project.

The following City Specification is applicable and the grading, building, and methane plans must reference that a sub-slab methane barrier and vent system will be installed per City Specification # 429, *Methane District Building Permit Requirements* prior to plan approval.

Methane safety measures per *City Specification # 429, Methane District Building Permit Requirements* shall be detailed on a separate sheet titled "METHANE PLAN" and three copies submitted to the Fire Department for approval. (FD)

ATTACHMENT NO. 5.5

**CURRENT or FORMER GAS STATION OR UST SITE (Underground Storage Tanks)**  
Based on site characteristics, Phase 1 / 2 / 3 Site Audit, suspected soil contamination, hydraulic hoists, or proximity to former gas station, or underground storage tanks, the following is required:

**"Soil Testing"**

- A soil testing plan conforming to *City Specification #431-92 Soil Clean-Up Standards* shall be submitted and approved by the Fire Department.
- All soils shall conform to *City Specification #431-92 Soil Clean-Up Standards*, and testing results must be submitted, and approved by the Fire Department prior to issuance of a grading or building permit.
- Reference that all soils, whether native or imported, shall be in compliance with *City Specification #431-92 Soil Clean-Up Standards* in the plan notes. (FD)

**NOTE: A Phase 1 ESA has identified multiple former UST's and other possible sources of contamination. The limited Phase 2 conducted outside one of the current buildings will not be adequate for investigation. Areas of contamination exceeding State and local requirements have already been found. A complete Phase 2 work plan proposal will need to be submitted to the HBFD for review and approval prior to any grading or utility plan approval. See also the notes below about RAP. (FD)**

**Discovery of soil contamination/pipelines**, etc., must be reported to the Fire Department immediately and an approved remedial work plan submitted. (FD)

**"Remediation Action Plan"** Because contamination has already been identified, applicant must provide a Fire Department approved Remediation Action Plan (RAP) based on requirements found in Huntington Beach *City Specification #431-92, Soil Cleanup Standard*. Upon remediation action plan approval, a rough grading permit may be issued. (FD)

**Proof of OCHCA Site Closure or Corrective Action Plan.** The groundwater contamination requires the applicant to submit one of the following to the Huntington Beach Fire Department:

- An approved Orange County Health Care Agency **Site Closure Letter**, or
- Provide an Orange County Health Care Agency **Corrective Action Plan** and written permission for co-existence.

If OCHCA requires on-going remediation and co-existence with the proposed development is permissible, a copy of the approved Orange County Health Care Agency plan and written permission for co-existence must be submitted in order to obtain Huntington Beach Fire Department approval. Each site will be evaluated on an individual basis.

Prior to building construction, all soils shall conform to *City Specification #431-92 Soil Clean-Up Standards*, and testing results must be submitted, and approved by the Fire Department prior to issuance of a grading permit. (FD)

**Imported Soil Plan.** All imported soil shall meet *City Specification #431-92, Soil Cleanup Standards*. An "Imported Soil Work Plan" must be submitted to the Fire Department for review and approval prior to importing any soil from off site. Once approved, the soil source can be sampled per the approved work plan, then results sent to the HBFD for review. No rough grade will be approved prior to the actual soil source approval. Multiple soil sources required separate sampling as per the approved work plan, with no soil being imported until each source has been verified to meet the CS #431-92 requirements.

## Fire Hydrants and Water Systems

The following items shall be completed prior to issuance of a certificate of occupancy.

**Fire Hydrants** are required. Hydrants must be portrayed on the site plan. Hydrants shall be installed and in service **before** combustible construction begins. Installation of hydrant and service mains shall meet NFPA 13 and 24, 2010 Edition, California Fire Code Appendix B and C, and City Specification # 407 Fire Hydrant Installation Standards requirements. Maximum allowed velocity of fire flow in supply piping is 12 fps. Plans shall be submitted to Public Works and approved by the Public Works and Fire Departments for connection to street main and DCDA. For Fire Department approval of all piping downstream of the DCDA and the private hydrant, submit a separate plan to the HBFD reflecting the fire hydrant location and meeting all requirements of the 2010 CFC, NFPA 13 and 24, and City Specification #407 Fire Hydrant Installation Standards. Reference this in the plan notes. (FD)

**Private Fire Hydrants** are required. Hydrants must be portrayed on the site plan. Hydrants shall be installed and in service **before** combustible construction begins. Installation of hydrants and service mains shall meet NFPA 13 and 24, 2010 Edition, Huntington Beach Fire Code Appendix B and C, and City Specification # 407 Fire Hydrant Installation Standards requirements. Private fire hydrants shall not be pressurized by Fire Department Connections to the sprinkler system. The system design shall ensure that recirculation of pressurized water from the hydrant, thru the FDC and back through the sprinkler system supply to the hydrant does not occur. Installation of the private fire service main, including fire department connections, shall meet NFPA 13 and 24, 2002 Edition requirements. Maximum allowed velocity of fire flow in supply piping is 12 fps. The maintenance of private fire hydrants is the responsibility of the owner or facility association. Shop drawings shall be submitted to and approved by the Fire Department. For Fire Department approval, portray the fire hydrants and reference compliance with City Specification #407 Fire Hydrant Installation Standards in the plan notes.

**NOTE: Size of private fire service reflected as 8" on Preliminary Utility Plan is not necessarily accurate. Sizing must meet code requirements as listed above. (FD)**

ATTACHMENT NO. S.7

**Private Fire Service Connection to the Public Water Supply** - Separate plans shall be submitted to the Public Works Department detailing the connection, piping, valves and back-flow prevention assembly (DDCA) for approval and permits. Approval by Public Works and the Fire Department must be completed prior to issuance of a grading permit. The dedicated private fire water service off-site improvements shall be shown on a precise grading plan, prepared by a Licensed Civil Engineer. (FD)

## Fire Suppression Systems

The following items shall be completed prior to issuance of a certificate of occupancy.

### Fire Protection Systems

**Fire Extinguishers** shall be installed and located in all areas to comply with California Fire Code standards found in *City Specification #424*. The minimum required dry chemical fire extinguisher size is 2A 10BC and shall be installed within 75 feet travel distance to all portions of the building. Extinguishers are required to be serviced or replaced annually. (FD)

**Fire Alarm System** is required. It must be Protected Premises Fire Alarm system. For Fire Department approval, shop drawings shall be submitted to the Fire Department as separate plans for permits and approval. For Fire Department approval, reference and demonstrate compliance with CFC Chap. 9 and NFPA 72 on the plans. A C-10 electrical contractor, certified in fire alarm systems, must certify the system is operational annually. (FD)

**Automatic Fire Sprinklers** are required. NFPA 13 Automatic fire sprinkler systems are required per Huntington Beach Fire Code for new buildings with "fire areas" 5000 square feet or more or for buildings 10,000 square feet or more. An addition of square footage to an existing building also triggers this requirement.

Separate plans (two sets) shall be submitted to the Fire Department for permits and approval.

Automatic fire sprinkler systems must be maintained operational at all times, with maintenance inspections performed quarterly and the system serviced annually by a state licensed C-16 Fire Protection Contractor.

For Fire Department approval, reference that a fire sprinkler system will be installed in compliance with the California Fire Code, NFPA 13, and City Specification # 420 - *Automatic Fire Sprinkler Systems* in the plan notes.

**NOTE:** When buildings under construction are more than one (1) story in height and required to have automatic fire sprinklers, the fire sprinkler system shall be installed and operational to protect all floors lower than the floor currently under construction. Fire sprinkler systems for the current floor under construction shall be installed, in-service, inspected and approved prior to beginning construction on the next floor above. (FD)

ATTACHMENT NO. 5.8

**Fire Department Connections (FDC)** to the automatic fire sprinkler systems shall be located to the front of the building, at least 10 feet from and no farther than 100 feet of a properly rated fire hydrant. (FD)

**Class 1 Standpipes** (2 1/2" NFH connections) are required at each stairway and all other locations as per the CFC and NFPA 14. The standpipe system in stairwells cannot protrude into, impede, or compromise the CBC. "Exit Width" requirements. For Fire Department approval, reference and portray Class 1 standpipes at each stairway, courtyards, rooftops and all other required locations in the plan notes. (FD)

### **Fire Sprinkler Underground**

**On-Site Fire Service Piping (FSP)** Application for permit shall be made for on-site Fire Service Piping (FSP), including but not limited to, private fire service mains and underground sprinkler laterals. Maximum allowed velocity of fire flow in supply piping is 12 fps. Additionally, application for permit shall be made for fire protections systems (sprinklers, alarms, chemical, fire pumps, etc.) as applicable.

Permits may be obtained at the City of Huntington Beach Department Fire Department by completing a Fire Permit Form (available at Fire Administration) and submitting such plans and specifications as required by the bureau of fire prevention. A permit constitutes permission to begin work in accordance with approved plans and specifications. The permit fee includes plan checking and inspections by an authorized fire prevention inspector. Development reviews/approvals by the bureau of fire prevention during planning do not constitute approval to perform FSP or fire protection system work, unless otherwise noted. (FD)

**Connection to the Public Water Supply** - Separate plans shall be submitted to the Public Works Department detailing the connection, piping, valves and back-flow prevention assembly (DDCA) for approval and permits. Approval by Public Works and the Fire Department must be completed prior to issuance of a grading permit. The dedicated private fire water service off-site improvements shall be shown on a precise grading plan, prepared by a Licensed Civil Engineer. (FD)

### **Fire Personnel Access**

**Main Secured Building Entries** shall utilize a KNOX® Fire Department Access Key Box, installed and in compliance with City Specification #403, Fire Access for Pedestrian or Vehicular Security Gates & Buildings. Please contact the Huntington Beach Fire Department Administrative Office at (714) 536-5411 for information. Reference compliance with City Specification #403 - KNOX® Fire Department Access in the building plan notes. (FD)

**Gates and Barriers** shall be openable without the use of a key or any special knowledge or effort. Gates and barriers in a means of egress shall not be locked, chained, bolted, barred,

ATTACHMENT NO. 5.9

latched or otherwise rendered unopenable at times when the building or area served by the means of egress is occupied, and shall swing in the direction of travel when required by the Building Code for exit doors. (FD)

**Elevators** shall be sized to accommodate an ambulance gurney. Minimum interior dimensions are 7 feet (84") wide by 4 feet 3 inches (51") deep. Minimum door opening dimensions are 3 feet 6 inches (42") wide right or left side opening. Center opening doors require a 4 feet 6 inches (54") width. For Fire Department approval, reference and demonstrate compliance on the building plans. CBC Chapter 30 & CFC Chapter 6 (FD)

**Roof access** shall be provided at all stairwells as designated by the HBFD. Access to all interior courtyards must be per HBFD requirements.

## Fire Apparatus Access

The following items shall be completed prior to rough or precise grading plan approval.

**Fire Access Roads** shall be provided and maintained in compliance with City Specification # 401, *Minimum Standards for Fire Apparatus Access*. Driving area shall be capable of supporting a fire apparatus (75,000 lbs and 12,000 lb point load). Minimum fire access road width is twenty-four feet (24') wide, with thirteen feet six inches (13' 6") vertical clearance. Fire access roads fronting commercial buildings shall be a minimum width of twenty-six feet (26') wide, with thirteen feet six inches (13' 6") vertical clearance. For Fire Department approval, reference and demonstrate compliance with City Specification # 401 *Minimum Standards for Fire Apparatus Access* on the plans.

**NOTE:** *Sheet A5.2 of plans submitted reflects a 7 feet wide parallel parking on the north side of the east-west connector road (the one with cul-de-sac at end), with a 24 feet road width. The preliminary grade plan reflects that same parallel parking area as 8 feet. Per the HBFD requirements, the minimum width is 8 feet and must be reflected correctly on all sheets.*

**NOTE:** *Sheet A5.2 of plans submitted reflects having only two paved strips down the middle of the fire lane on the west side of the property (running north-south next to drainage channel). Both the fire access plan and the preliminary grade plan reflect the whole 24 feet width as pavers load rated for FD apparatus. Those two plans meet our requirements, but the one on A5.2 does not. Per the HBFD requirements, the fire lane must be 75 K load rated all weather surface for the full width and length, and that must be reflected correctly on all sheets.*

**Fire Access Road Turns and Corners** shall be designed with a minimum inner radius of seventeen feet (17') and a minimum outer radius of forty five feet (45') per City Specification # 401 *Minimum Standards for Fire Apparatus Access*. For Fire Department approval, reference

ATTACHMENT NO. 5.10

and demonstrate compliance with City Specification # 401 *Minimum Standards for Fire Apparatus Access* on the plans.

**Fire Lanes**, as determined by the Fire Department, shall be posted, marked, and maintained per City Specification #415, *Fire Lanes Signage and Markings on Private, Residential, Commercial and Industrial Properties*. The site plan shall clearly identify all red fire lane curbs, both in location and length of run. The location of fire lane signs shall be depicted. No parking shall be allowed in the designated 24 foot wide fire apparatus access road or supplemental fire access per City Specification # 415. For Fire Department approval, reference and demonstrate compliance with City Specification # 401 *Minimum Standards for Fire Apparatus Access* on the plans. (FD)

**Secured Automated Vehicle Entry Gates (Residential)** shall utilize a combination "Strobe-Activated Switch" and "Knox Manual Key Switch", and comply with City Specification # 403, *Fire Access for Pedestrian or Vehicular Security Gates & Buildings*. Reference compliance with City Specification # 403 *Fire Access for Pedestrian or Vehicular Security Gates & Buildings* in the plan notes. (FD)

## Addressing and Street Names

The following items shall be completed prior to issuance of a certificate of occupancy.

**Structure or Building Address Assignments.** The Planning Department shall review and make address assignments. The individual dwelling units shall be identified with numbers per City Specification # 409 Street Naming and Address Assignment Process. For Fire Department approval, reference compliance with City Specification #409 Street Naming and Address Assignment Process in the plan notes. (FD)

**Residential (MFD) Address Numbers** shall be installed to comply with City Specification #428, Premise Identification. Number sets are required on front of the structure in a contrasting color with the background and shall be a minimum of ten inches (10") high with one and one half inch ( $\frac{1}{2}$ ") brush stroke. For Fire Department approval, reference compliance with City Specification #428, Premise Identification in the plan notes and portray the address location on the building. (FD)

**Individual Units Addresses.** Individual units shall be identified and numbered per City Specification # 409 Street Naming and Address Assignment Process through the Planning Department. Unit address numbers shall be a minimum of four inches (4") affixed to the units front door in a contrasting color. For Fire Department approval, reference compliance with City Specification #409 Street Naming and Address Assignment Process, in the plan notes and portray the address and unit number of the individual occupancy area. (FD)

## GIS Mapping Information

ATTACHMENT NO. 5.11

a. **GIS Mapping Information** shall be provided to the Fire Department in compliance with GIS Department CAD Submittal Guideline requirements. Minimum submittals shall include the following:

- Site plot plan showing the building footprint.
- Specify the type of use for the building
- Location of electrical, gas, water, sprinkler system shut-offs.
- Fire Sprinkler Connections (FDC) if any.
- Knox Access locations for doors, gates, and vehicle access.
- Street name and address.

Final site plot plan shall be submitted in the following digital format and shall include the following:

- Submittal media shall be via CD rom to the Fire Department.
- Shall be in accordance with County of Orange Ordinance 3809.
- File format shall be in .shp, AutoCAD, AUTOCAD MAP (latest possible release ) drawing file - .DWG (preferred) or Drawing Interchange File - .DXF.
- Data should be in NAD83 State Plane, Zone 6, Feet Lambert Conformal Conic Projection.
- Separate drawing file for each individual sheet.  
In compliance with Huntington Beach Standard Sheets, drawing names, pen colors, and layering convention. and conform to *City of Huntington Beach Specification # 409 – Street Naming and Addressing*.

For specific GIS technical requirements, contact the Huntington Beach GIS Department at (714) 536-5574.

For Fire Department approval, reference compliance with *GIS Mapping Information* in the building plan notes. (FD)

## **Building Construction**

The following items shall be completed prior to issuance of a certificate of occupancy.

**Egress Illumination/Emergency Exit Lighting** with emergency back-up power is required. Provide means of egress illumination per the CFC and CBC. (FD)

**Components of egress** must meet all requirements of CFC Chapter 10. This includes all door hardware, exit signage, travel distance, etc.

**Emergency Responder Radio Coverage** is required throughout all portions of the structure(s) as per Chapter 5 of the CFC. A separate plan must be submitted to the HBFD for method of

ATTACHMENT NO. 5.12

addressing this requirement. System must be tested, certified and then inspected once building construction is primarily complete but before the certificate of occupancy will be issued.

**THE FOLLOWING CONDITIONS SHALL BE MAINTAINED DURING CONSTRUCTION:**

- a. Fire/Emergency Access And Site Safety shall be maintained during project construction phases in compliance with CFC Chapter 14, Fire Safety During Construction And Demolition. **(FD)**
- b. Fire/Emergency Access And Site Safety shall be maintained during project construction phases in compliance with City Specification #426, Fire Safety Requirements for Construction Sites. **(FD)**

**OTHER:**

- a. Discovery of additional soil contamination or underground pipelines, etc., must be reported to the Fire Department immediately and the approved work plan modified accordingly in compliance with City Specification #431-92 Soil Clean-Up Standards. **(FD)**
- b. Outside City Consultants The Fire Department review of this project and subsequent plans may require the use of City consultants. The Huntington Beach City Council approved fee schedule allows the Fire Department to recover consultant fees from the applicant, developer or other responsible party. **(FD)**

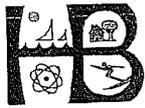
---

Fire Department City Specifications may be obtained at:  
Huntington Beach Fire Department Administrative Office  
City Hall 2000 Main Street, 5<sup>th</sup> floor  
Huntington Beach, CA 92648  
or through the City's website at

[http://www.huntingtonbeachca.gov/government/departments/Fire/fire\\_prevention\\_code\\_enforcement/fire\\_dept\\_city\\_specifications.cfm](http://www.huntingtonbeachca.gov/government/departments/Fire/fire_prevention_code_enforcement/fire_dept_city_specifications.cfm)

If you have any questions, please contact the Fire Prevention Division at (714) 536-5411.

ATTACHMENT NO. 5.13



## CITY OF HUNTINGTON BEACH

PUBLIC WORKS INTERDEPARTMENTAL  
COMMUNICATION

### PROJECT IMPLEMENTATION CODE REQUIREMENTS

**DATE:** MAY 24, 2013  
**PROJECT NAME:** PEDIGO SOUTH, INC. APARTMENTS  
**ENTITLEMENTS:** SPR 12-002, EAX 12-003, TPM 12-009  
**PLNG APPLICATION NO:** 2012-0057  
**DATE OF PLANS:** MAY 9, 2013  
**PROJECT LOCATION:** 16001 GOTHARD STREET  
**PROJECT PLANNER:** JILL ARABE, ASSISTANT PLANNER  
**TELEPHONE/E-MAIL:** 714-374-5357 / [JARABE@SURFCITY-HB.ORG](mailto:JARABE@SURFCITY-HB.ORG)  
**PLAN REVIEWER:** BOB MILANI, SENIOR CIVIL ENGINEER  
**TELEPHONE/E-MAIL:** 714-375-1735 / [BOB.MILANI@SURFCITY-HB.ORG](mailto:BOB.MILANI@SURFCITY-HB.ORG) *BM*  
**PROJECT DESCRIPTION:** **SPR:** TO REVIEW PLANS FOR A 4-STORY RESIDENTIAL APARTMENT COMPLEX OF 510 UNITS WRAPPED AROUND A 6-STORY PARKING STRUCTURE. **EAX:** TO REVIEW POTENTIAL ENVIRONMENTAL IMPACTS ASSOCIATED TO THE RESIDENTIAL DEVELOPMENT. **TPM:** TO CONSOLIDATE 5 PARCELS INTO 1 PARCEL.

The following is a list of code requirements deemed applicable to the proposed project based on plans as stated above. The items below are to meet the City of Huntington Beach's Municipal Code (HBMC), Zoning and Subdivision Ordinance (ZSO), Department of Public Works Standard Plans (Civil, Water and Landscaping) and the American Public Works Association (APWA) Standards Specifications for Public Works Construction (Green Book), the Orange County Drainage Area management Plan (DAMP), and the City Arboricultural and Landscape Standards and Specifications. Requirements identified in the Beach/Edinger Corridor Specific Plan (BECSP) for this project are also included. The list is intended to assist the applicant by identifying requirements which shall be satisfied during the various stages of project permitting, implementation and construction. If you have any questions regarding these requirements, please contact the Plan Reviewer or Project Planner.

#### THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO RECORDATION OF A FINAL PARCEL MAP UNLESS OTHERWISE STATED:

1. The Final Parcel Map shall be submitted to the City of Huntington Beach Public Works Department for review and approval and shall include a title report to indicate the fee title owner(s) as shown on a title report for the subject properties. The title report shall not be more than six (6) weeks old at the time of submittal of the final Parcel Map.
2. The Final Parcel Map shall be consistent with the approved Tentative Parcel Map. (ZSO 253.14)

ATTACHMENT NO. 5.14

3. The following dedications to the City of Huntington Beach shall be shown on the Final Parcel Map. (ZSO 230.084A & 253.10K)
  - a. An easement dedication for pedestrian access and public utilities along the Edinger Avenue frontage that provides a curb to property line width of 9 feet. (ZSO 230.84, BECSP)
  - b. An easement dedication for pedestrian access and public utilities along the Gothard Street frontage that provides a curb to property line width of 12 feet. (ZSO 230.84, BECSP)
  - c. A pedestrian and vehicular access easement over all portions of public access ways on private property, including the frontage road and sidewalk along Edinger Avenue.
  - d. A 30 foot radius easement dedication for pedestrian access and public utilities at the intersection of Edinger Avenue and Gothard Street per Public Works Standard Plan No. 207. (ZSO 230.84)
  - e. A 46 foot wide easement dedication along the southerly property line for street and utility purposes per Public Works Standard Plan 104.
  - f. A 15 foot right-of-way dedication in fee, for storm drain purposes over the existing City storm drain easement along the westerly property line.
  - g. A blanket easement over the private drive aisles and access ways for Police and Fire Department access purposes.
  - h. Access rights in, over, across, upon and through the private streets and access ways for the purpose of monitoring and inspecting gross pollutant removal devices and treatment train improvements for conformance with the County of Orange DAMP and the City's LIP.
4. All necessary documentation, including closure calculations, shall be submitted with the Final Parcel Map for review and approval by the Public Works Department.
5. Applicant shall provide to the Public Works Department, written confirmation from OCSD, confirming that their facilities will be able to accommodate the additional sewer flows generated from the project site.
6. A reproducible Mylar copy and a print of the recorded Final Parcel Map shall be submitted to the Department of Public Works at the time of recordation.
7. The engineer or surveyor preparing the final map shall comply with Sections 7-9-330 and 7-9-337 of the Orange County Subdivision Code and Orange County Subdivision Manual, Subarticle 18 for the following item:
  - a. Tie the boundary of the map into the Horizontal Control System established by the County Surveyor.
  - b. Provide a digital-graphics file of said map to the County of Orange.
8. Provide a digital-graphics file of said map to the City per the following design criteria:
  - a. Design Specification:
    - i. Digital data shall be full size (1:1) and in compliance with the California coordinate system – STATEPLANE Zone 6 (Lambert Conformal Conic projection), NAD 83 datum in accordance with the County of Orange Ordinance 3809.
    - ii. Digital data shall have double precision accuracy (up to fifteen significant digits).

ATTACHMENT NO. 5.15

- iii. Digital data shall have units in US FEET.
  - iv. A separate drawing file shall be submitted for each individual sheet.
  - v. Digital data shall be in compliance with the Huntington Beach Standard Sheets, drawing names, pen color and layering conventions.
  - vi. Feature compilation shall include, but shall not be limited to: Assessor's Parcel Numbers (APN), street addresses and street names with suffix.
- b. File Format and Media Specification:
- i. Shall be in compliance with one of the following file formats (AutoCAD DWG format preferred):
    - AutoCAD (version 2000, release 4) drawing file: \_\_\_\_.DWG
    - Drawing Interchange file: \_\_\_\_\_.DXF
  - ii. Shall be in compliance with the following media type:
    - CD Recordable (CD-R) 650 Megabytes
9. A Certificate of Insurance shall be filed with the Public Works Department and approved as to form by the City Attorney.
10. If the Final Parcel Map is recorded before the required improvements are completed, a Subdivision Agreement and accompanying bonds may be submitted for construction in accordance with the provisions of the Subdivision Map Act. (SMA)
11. All applicable Public Works fees shall be paid at the current rate unless otherwise stated, per the Public Works Fee Schedule adopted by the City Council and available on the city web site at [http://www.surfcity-hb.org/files/users/public\\_works/fee\\_schedule.pdf](http://www.surfcity-hb.org/files/users/public_works/fee_schedule.pdf). (ZSO 240.06/ZSO 250.16)

**THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO  
ISSUANCE OF A GRADING PERMIT:**

12. The Developer shall execute and provide a Maintenance License Agreement to the Departments of Planning, Public Works and City Attorney's office for review and approval. The Maintenance License Agreement shall specifically state that the property owner shall be responsible for all activities and costs associated with maintenance, repair and replacement for the following:
- a. Maintenance, repair and replacement by the property owner of the public access easement areas and improvements which serves as access to the public or common areas including curb, gutter, sidewalk and pavement.
  - b. All common area landscaping, irrigation, drainage facilities, water quality BMP's, water system lines, fire system lines, sewer system lines, and private service utilities. Maintenance shall include all weeding, fertilizing, pest and disease control and plant replacements, the removal of non-native and/or invasive species, replacement of the original approved plant materials as required, tree trimming, irrigation adjustments, and equipment replacements and trash clean-up. The standards for maintenance shall be per the City Arboricultural and Landscape Standards and Specifications and shall include the Arboricultural maintenance section for public property for tree trimming and care within the common areas.
13. The Final Parcel Map shall be recorded with the County of Orange.

ATTACHMENT NO. 5.16

14. The following dedications to the City of Huntington Beach shall be shown on the Precise Grading Plan. (ZSO 230.084A)
  - a. An easement dedication for pedestrian access and public utilities along the Edinger Avenue frontage that provides a curb to property line width of 9 feet. (ZSO 230.84, BECSP)
  - b. An easement dedication for pedestrian access and public utilities along the Gothard Street frontage that provides a curb to property line width of 12 feet. (ZSO 230.84, BECSP)
  - c. A pedestrian and vehicular access easement over all portions of public access ways on private property, including the frontage road and sidewalk along Edinger Avenue.
  - d. A 30 foot radius easement dedication for pedestrian access and public utilities at the intersection of Edinger Avenue and Gothard Street per Public Works Standard Plan No. 207. (ZSO 230.84)
  - e. A 46 foot wide easement dedication along the southerly property line for street and utility purposes per Public Works Standard Plan 104.
  - f. A 15 foot right-of-way dedication in fee, for storm drain purposes over the existing City storm drain easement along the westerly property line.
  - g. A blanket easement over the private drive aisles and access ways for Police and Fire Department access purposes.
  - h. Access rights in, over, across, upon and through the private streets and access ways for the purpose of monitoring and inspecting gross pollutant removal devices and treatment train improvements for conformance with the County of Orange DAMP and the City's LIP.
  
15. A Precise Grading Plan, prepared by a Licensed Civil Engineer, shall be submitted to the Public Works Department for review and approval. (MC 17.05/ZSO 230.84) The plans shall comply with Public Works plan preparation guidelines and include the following improvements on the plan:
  - a. New curb, gutter, sidewalk along the Edinger Avenue frontage per City Standard Plan Nos. 202 and 207. New curb shall be painted red per Caltrans Specifications, 2010. Edinger Avenue shall be slurry sealed to the centerline of the street, along the entire project frontage, per City Standards. (ZSO 255.04)
  - b. New curb, gutter, sidewalk along the Gothard Street frontage per City Standard Plan Nos. 202 and 207. New curb shall be painted red per Caltrans Specifications, 2010. Gothard Street is currently under a moratorium until February of 2014. Any disturbance of the pavement shall be mitigated with a 1½" pavement grind and rubberized asphalt overlay to the centerline of Gothard Street, along the entire project frontage, per City Standards. (ZSO 255.04)
  - c. All frontage improvement shall be per the City Standard codes and street configuration and specifications of the "Beach Edinger Corridor Specific Plan. The frontage along Edinger Avenue shall comply with the "Classic Boulevard" configuration and the frontage along Gothard Street shall comply with the "Neighborhood Street" configuration. (BECSP)
  - d. New street lights shall be constructed per the City Standard codes and street configuration and specifications of the Beach Edinger Corridor Specific Plan. (BECSP)

- e. Raised median improvements along Edinger Avenue consistent with the frontage improvement requirements per the BECSP "Classic Boulevard" configuration. The median improvements shall be consistent with the Traffic Impact Analysis determinations necessary to maintain the safe flow of traffic on the arterial streets adjacent to the site. (BECSP, GP CE 2.3)
- f. The existing driveway approaches on Edinger Avenue shall be removed and replaced with curb and gutter per Public Works Standard Plan Nos. 202 and 207, and street improvements identified in the BECSP. (ZSO 230.84, BECSP)
- g. The proposed project's ingress and egress locations on Edinger Avenue shall intersect at street grade and comply with City codes for width and design. (BECSP, ZSO 230.84)
- h. The existing driveway approaches on Gothard Street shall be removed and replaced with curb and gutter per Public Works Standard Plan Nos. 202 and 207, and street improvements identified in the BECSP. (ZSO 230.84, BECSP)
- i. The East-West Connector Street shall intersect Gothard Street at street grade with ADA compliant curb returns, without horizontal curves. The Connector Street and Gothard Street intersection shall not be joined by a curb cut. (ZSO 230.84)
- j. An ADA compliant access ramp at the south west corner of Edinger Avenue and Gothard Street intersection per Caltrans Standard Plan A88A. (ZSO 230.84, ADA)
- k. Sight visibility shall comply with Caltrans Highway Design Manual standards for all project access locations. (ZSO 230.84)
- l. A new sewer lateral shall be installed connecting to the main in the street. If the new sewer lateral is not constructed at the same location as the existing lateral, then the existing lateral shall be severed and capped at the main or chimney. (ZSO 230.84)
- m. Any existing on-site public water pipeline (including removal of water appurtenances) impacted by the proposed structures, curbs, planters, parking facilities, trees, walls, etc. shall be abandoned per Water Division Standards. (Title 17)
- n. New domestic water services and meters shall be installed on Edinger Avenue connecting to the existing 12-inch waterline and on Gothard Street connecting to the existing 12-inch waterline (two domestic services as a minimum with one connecting to each waterline) per Water Division Standards, and sized to meet the minimum requirements set by the California Plumbing Code (CPC). (ZSO 255.04) (MC 14.08.020)
- o. The existing domestic water services currently serving the existing development may potentially be utilized if they are of adequate size, conform to current standards, and are in working condition as determined by the Water Inspector. If the property owner elects to utilize the existing water services, any non-conforming water services, meters, and backflow protection devices shall be upgraded to conform to the current Water Division Standards. Alternatively, new separate domestic water services, meters and backflow protection devices may be installed per Water Division Standards and shall be sized to meet the minimum requirements set by the California Plumbing Code (CPC). (ZSO 254.04)
- p. The existing irrigation water services currently serving the existing development may potentially be utilized if they are of adequate size, conform to current standards, and are in working condition as determined by the Utilities Division. If the property owner elects to utilize the existing water services for irrigation purposes, all non-conforming water meters and backflow protection devices shall be upgraded to conform to the

- current Water Division Standards. Alternatively, a new separate irrigation water service, meter and backflow protection device may be installed per Water Division Standards. (ZSO 232)
- q. The fire sprinkler systems that are required by the Fire Department for the proposed development shall require a separate dedicated fire service line be installed. The existing fire services and backflow devices currently serving the existing development may potentially be utilized if they are of adequate size, conform to current standards, and are in working condition as determined by the Utilities Division. If the property owner elects to utilize the existing fire water services and backflow devices for the proposed development, any non-conforming services and backflow devices shall be upgraded to conform to the current Water Division Standards. Alternatively, new separate fire water services and backflow protection devices may be installed per Water Division Standards and shall be sized to satisfy fire flow requirements. (ZSO 230.84)
  - r. Separate backflow protection devices shall be installed per Water Division Standards for domestic, irrigation, and fire water services. (Resolution 5921 and Title 17)
  - s. The existing domestic, irrigation and fire water services including meters, not being used shall be abandoned per Water Division Standards. (ZSO 255.04)
  - t. The project proposes to construct an onsite fire water system for providing service to fire hydrants as required by Fire Department. This fire line water system and fire hydrants shall be privately maintained and separated from the public water mains in Gothard Street and Edinger Avenue by installation of backflow protection device(s) (Double Check Detector Assemblies) per Water Division Standards. (ZSO 230.84)
16. The developer shall submit for approval by the Fire Department and Water Division, a hydraulic water analyses to ensure that fire service connection from the point of connection to City water main to the backflow protection device satisfies Water Division standard requirements.
  17. The Property Owner shall request of the Public Works Department to abandon any existing water line easements, previously dedicated to the City of Huntington Beach that will no longer be needed. The Property Owner shall provide to the Public Works Department all necessary legal descriptions and exhibits to describe the water line easements to be abandoned. Alternatively, the existing public water easements may be abandoned on the Parcel Map. (ZSO 230.84) (SMA 66499.20 ½).
  18. Hydrology and Hydraulic Report shall be submitted for Public Works review and approval (10, 25, and 100-year storms and back to back storms shall be analyzed). In addition, this study shall include 24-hour peak back-to-back 100-year storms for onsite detention analysis. The drainage improvements shall be designed and constructed as required by the Department of Public Works to mitigate impact of increased runoff due to development, or deficient, downstream systems. Design of all necessary drainage improvements shall provide mitigation for all rainfall event frequencies up to a 100-year frequency. The Hydrology and Hydraulic Report shall include, but not be limited to facilities sizing, limits of attenuation, downstream impacts and other related design features. Runoff shall be limited to existing 25-year flows, which must be established in the hydrology study. If the analyses shows that the City's current drainage system cannot meet the volume needs of the project runoff, the developer shall be required to attenuate site runoff to an amount not to exceed the existing 25-year storm as determined by the hydrology study. As an option, the developer may choose to explore low-flow design alternatives, onsite attenuation or detention, or upgrade the City's storm water system to accommodate the impacts of the new development, at no cost to the City. (ZSO 230.84)

ATTACHMENT NO. 5.19

19. A sewer study to verify capacity within the City's sanitary sewer system shall be prepared and submitted to Public Works for review and approval. A fourteen (14)-day or longer flow test data shall be included in the study. The location and number of monitoring sites shall be determined by the Public Works Department. (ZSO 230.84/MC 14.36)
20. The project is proposing to sewer to the sanitary sewer system on Gothard Street. This system, which flows southerly to Heil Avenue and westerly to Goldenwest where it connects to a 36 inch OCSD trunk line, has been identified as deficient in the ultimate buildout condition of the Beach Edinger Corridor Specific Plan (BECSP). If the sewer study shows that the proposed project triggers that deficiency, the developer shall be required to upgrade the system per the recommendations of the BECSP and could be reimbursed proportionally as other future contributing developments within the corridor are developed. If the proposed development does not trigger the anticipated deficiency, the developer shall be required to pay their fair-share portion for the future upgrade of the sewer system (BECSP Mitigation Measure 4.14-2).
21. Prior to the issuance of any grading or building permits for projects that will result in soil disturbance of one or more acres of land, the applicant shall demonstrate that coverage has been obtained under the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ) [General Construction Permit] by providing a copy of the Notice of Intent (NOI) submitted to the State of California Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) conforming to the current National Pollution Discharge Elimination System (NPDES) requirements shall be submitted to the Department of Public Works for review and acceptance. A copy of the current SWPPP shall be kept at the project site and another copy to be submitted to the City. (DAMP)
22. A Project Water Quality Management Plan (WQMP) conforming to the current Waste Discharge Requirements Permit for the County of Orange (Order No. R8-2009-0030) [MS4 Permit] prepared by a Licensed Civil Engineer, shall be submitted to the Department of Public Works for review and acceptance. The WQMP shall address Section XII of the MS4 Permit and all current surface water quality issues.
23. The project WQMP shall include the following:
  - a. Low Impact Development.
  - b. Discusses regional or watershed programs (if applicable).
  - c. Addresses Site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, and conserving natural areas.
  - d. Incorporates the applicable Routine Source Control BMPs as defined in the Drainage Area Management Plan. (DAMP)
  - e. Incorporates Treatment Control BMPs as defined in the DAMP.
  - f. Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
  - g. Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
  - h. Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.

- i. Includes an Operations and Maintenance (O&M) Plan for all structural BMPs.
  - j. The enclosed flows of the proposed parking structure shall be drained to a oil/water separator and then to the sewer system. If the top floor of the parking structure has no roof covering, then the top floor shall be drained to the storm drain system.
  - k. After incorporating plan check comments of Public Works, three final WQMPs (signed by the owner and the Registered Civil Engineer of record) shall be submitted to Public Works for acceptance. After acceptance, two copies of the final report shall be returned to applicant for the production of a single complete electronic copy of the accepted version of the WQMP on CD media that includes:
    - i. The 11" by 17" Site Plan in .TIFF format (400 by 400 dpi minimum).
    - ii. The remainder of the complete WQMP in .PDF format including the signed and stamped title sheet, owner's certification sheet, Inspection/Maintenance Responsibility sheet, appendices, attachments and all educational material.
  - l. The applicant shall return one CD media to Public Works for the project record file.
24. Indicate the type and location of Water Quality Treatment Control Best Management Practices (BMPs) on the Grading Plan consistent with the Project WQMP. The WQMP shall follow the City of Huntington Beach; Project Water Quality Management Plan Preparation Guidance Manual dated June 2006. The WQMP shall be submitted with the first submittal of the Grading Plan.
25. In complexes larger than 100 dwelling units where car washing is allowed, a designated car wash area that does not drain to a storm drain system shall be provided for common usage. Wash water from this area may be directed to the sanitary sewer (upon approval by the Orange County Sanitation District), to an engineered infiltration system, or to an equally effective alternative. Pre-treatment may also be required. (DAMP)
26. A suitable location, as approved by the City, shall be depicted on the grading plan for the necessary trash enclosure(s). The area shall be paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, and screened or walled to prevent off-site transport of trash. The trash enclosure area shall be covered or roofed with a solid, impervious material. Connection of trash area drains into the storm drain system is prohibited. If feasible, the trash enclosure area shall be connected into the sanitary sewer. (DAMP)
27. A detailed soils and geological/seismic analysis shall be prepared by a registered engineer. This analysis shall include on-site soil sampling and laboratory testing of materials to provide detailed recommendations for grading, over excavation, engineered fill, dewatering, settlement, protection of adjacent structures, chemical and fill properties, liquefaction, retaining walls, streets, and utilities. (MC 17.05.150)
28. The applicant's grading/erosion control plan shall abide by the provisions of AQMD's Rule 403 as related to fugitive dust control. (AQMD Rule 403)
29. The name and phone number of an on-site field supervisor hired by the developer shall be submitted to the Planning and Public Works Departments. In addition, clearly visible signs shall be posted on the perimeter of the site every 250 feet indicating who shall be contacted for information regarding this development and any construction/grading-related concerns. This contact person shall be available immediately to address any concerns or issues raised by adjacent property owners during the construction activity. He/She will be responsible for ensuring compliance with the conditions herein, specifically, grading

activities, truck routes, construction hours, noise, etc. Signs shall include the applicant's contact number, regarding grading and construction activities, and "1-800-CUTSMOG" in the event there are concerns regarding fugitive dust and compliance with AQMD Rule No. 403.

30. The applicant shall notify all property owners and tenants within 300 feet of the perimeter of the property of a tentative grading schedule at least 30 days prior to such grading.
31. An offsite signage and striping plan shall be prepared by a licensed Civil or Traffic Engineer and submitted to Public Works for review and approval. The plan shall comply with the latest MUTCD, Caltrans, and City standards. (ZSO 230.84)
32. A Traffic Impact Analysis for the development shall be submitted for review and approval by the Public Works Department. (CE-17)

**THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLIED WITH DURING GRADING OPERATIONS:**

33. An Encroachment Permit is required for all work within the City's right-of-way. (MC 12.38.010/MC 14.36.030)
34. The developer shall coordinate the development of a truck haul route with the Department of Public Works if the import or export of material in excess of 5000 cubic yards is required. This plan shall include the approximate number of truck trips and the proposed truck haul routes. It shall specify the hours in which transport activities can occur and methods to mitigate construction-related impacts to adjacent residents. These plans must be submitted for approval to the Department of Public Works. (MC 17.05.210)
35. Water trucks will be utilized on the site and shall be available to be used throughout the day during site grading to keep the soil damp enough to prevent dust being raised by the operations. (California Stormwater BMP Handbook, Construction Wind Erosion WE-1)
36. All haul trucks shall arrive at the site no earlier than 8:00 a.m. or leave the site no later than 5:00 p.m., and shall be limited to Monday through Friday only. (MC 17.05)
37. Wet down the areas that are to be graded or that is being graded, in the late morning and after work is completed for the day. (WE-1/MC 17.05)
38. The construction disturbance area shall be kept as small as possible. (California Stormwater BMP Handbook, Construction Erosion Control EC-1) (DAMP)
39. All haul trucks shall be covered or have water applied to the exposed surface prior to leaving the site to prevent dust from impacting the surrounding areas. (DAMP)
40. Prior to leaving the site, all haul trucks shall be washed off on-site on a gravel surface to prevent dirt and dust from leaving the site and impacting public streets. (DAMP)
41. Comply with appropriate sections of AQMD Rule 403, particularly to minimize fugitive dust and noise to surrounding areas. (AQMD Rule 403)
42. Wind barriers shall be installed along the perimeter of the site. (DAMP)
43. All construction materials, wastes, grading or demolition debris and stockpiles of soils, aggregates, soil amendments, etc. shall be properly covered, stored and secured to prevent transport into surface or ground waters by wind, rain, tracking, tidal erosion or dispersion. (DAMP)

ATTACHMENT NO. 5.22

**THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO  
ISSUANCE OF A BUILDING PERMIT:**

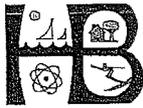
44. A Precise Grading Permit shall be issued. (MC 17.05)
45. A drainage fee for the subject development shall be paid at the rate applicable at the time of Building Permit issuance. The current rate of \$13,880 per gross acre is subject to periodic adjustments. This project consists of 9.85 gross acres (including its tributary area portions along the half street frontages) for a total required drainage fee of \$136,718. City records indicate the previous use on this property never paid this required fee. Per provisions of the City Municipal Code, this one-time fee shall be paid for all subdivisions or development of land. (MC 14.48)
46. The applicable Orange County Sanitation District Capital Facility Capacity Charge shall be paid to the City Department of Public Works. (Ordinance OCSD-40)

**THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO  
ISSUANCE OF AN ENCROACHMENT PERMIT:**

47. Traffic Control Plans, prepared by a Licensed Civil or Traffic Engineer, shall be prepared in accordance with the latest edition of the City of Huntington Beach Construction Traffic Control Plan Preparation Guidelines and submitted for review and approval by the Public Works Department. (Construction Traffic Control Plan Preparation Guidelines)

**THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO  
FINAL INSPECTION OR OCCUPANCY:**

48. Complete all improvements as shown on the approved grading plans. (MC 17.05)
49. All new utilities shall be undergrounded. (MC 17.64) (ZSO 255.04G)
50. Traffic Impact Fees for the development shall be paid at the applicable rate in effect at that time. The fee shall be based on the net new vehicle trip-miles the project is estimated to generate. (MC 17.65)
51. Project fair share contributions shall be provided for the intersection improvements identified in the BECSP (MM4.13-1 through MM4.13-18). (BECSP)
52. Prior to grading or building permit close-out and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
  - a. Demonstrate that all structural Best Management Practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
  - b. Demonstrate all drainage courses, pipes, gutters, basins, etc. are clean and properly constructed.
  - c. Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
  - d. Demonstrate that an adequate number of copies of the approved Project WQMP are available for the future occupiers.



## CITY OF HUNTINGTON BEACH

PUBLIC WORKS INTERDEPARTMENTAL  
COMMUNICATION

### SUGGESTED CONDITIONS OF APPROVAL

**DATE:** MAY 24, 2013  
**PROJECT NAME:** PEDIGO SOUTH, INC. APARTMENTS  
**ENTITLEMENTS:** SPR 12-002, EAX 12-003, TPM 12-009  
**PLNG APPLICATION NO:** 2012-0057  
**DATE OF PLANS:** MAY 9, 2013  
**PROJECT LOCATION:** 16001 GOTHARD STREET  
**PROJECT PLANNER:** JILL ARABE, ASSISTANT PLANNER  
**TELEPHONE/E-MAIL:** 714-374-5357 / [JARABE@SURFCITY-HB.ORG](mailto:JARABE@SURFCITY-HB.ORG)  
**PLAN REVIEWER:** BOB MILANI, SENIOR CIVIL ENGINEER   
**TELEPHONE/E-MAIL:** 714-375-1735 / [BOB.MILANI@SURFCITY-HB.ORG](mailto:BOB.MILANI@SURFCITY-HB.ORG)  
**PROJECT DESCRIPTION:** **SPR:** TO REVIEW PLANS FOR A 4-STORY RESIDENTIAL APARTMENT COMPLEX OF 510 UNITS WRAPPED AROUND A 6-STORY PARKING STRUCTURE. **EAX:** TO REVIEW POTENTIAL ENVIRONMENTAL IMPACTS ASSOCIATED TO THE RESIDENTIAL DEVELOPMENT. **TPM:** TO CONSOLIDATE 5 PARCELS INTO 1 PARCEL.

#### THE FOLLOWING CONDITIONS ARE REQUIRED TO BE COMPLETED PRIOR TO ISSUANCE OF A PRECISE GRADING PERMIT:

1. All design and their construction shall be per the City Standard codes and street configuration and specifications of the "Beach Edinger Corridor Specific Plan. The frontage along Edinger Avenue shall comply with the "Classic Boulevard" configuration and the frontage along Gothard Street shall comply with the "Neighborhood Street" configuration.

#### THE FOLLOWING DEVELOPMENT REQUIREMENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A BUILDING PERMIT:

2. The Developer shall provide a Landscape Maintenance License Agreement to address the continuing maintenance and liability for all landscaping, irrigation, furniture and enhanced hardscape that encroaches into the Edinger Avenue and Gothard Street Rights-of-Way. The agreement shall describe all aspects of maintenance such as enhanced sidewalk cleaning, trash cans, disposal of trash, signs, tree or palm replacement and any other aspect of maintenance that is warranted by the development plan improvements proposed. The agreement shall state that the property ownership shall be responsible for all costs associated with maintenance, repair, replacement, liability and fees.
3. The developer shall underground all overhead 12kV electrical distribution and any overhead communication line along the Edinger Avenue frontage.

ATTACHMENT NO. 5.24



## HUNTINGTON BEACH PLANNING DIVISION

### PROJECT IMPLEMENTATION CODE REQUIREMENTS

**DATE:** JUNE 12, 2013  
**PROJECT NAME:** PEDIGO SOUTH APARTMENTS  
**PLANNING APPLICATION NO.** 2012-0057  
**ENTITLEMENTS:** SITE PLAN REVIEW NO. 12-002  
TENTATIVE PARCEL MAP 12-113  
**DATE OF PLANS:** JUNE 10, 2013  
**PROJECT LOCATION:** 16001 GOTHARD (SWC EDINGER/GOTHARD)  
**PLAN REVIEWER:** JILL ARABE, ASSOCIATE PLANNER  
**TELEPHONE/E-MAIL:** (714) 374-5357/JARABE@SURFCITY-HB.ORG  
**PROJECT DESCRIPTION:** **SPR:** TO PERMIT THE CONSTRUCTION OF A FOUR-STORY APARTMENT COMPLEX WITH LOFTS WRAPPED AROUND AN 864-SPACE SIX-LEVEL PARKING STRUCTURE. **TPM:** TO CONSOLIDATE 5 PARCELS INTO ONE PARCEL.

---

The following is a list of code requirements deemed applicable to the proposed project based on plans stated above. The list is intended to assist the applicant by identifying requirements which must be satisfied during the various stages of project permitting and implementation. A list of conditions of approval adopted by the Planning Commission in conjunction with the requested entitlement(s), if any, will also be provided should final project approval be received. If you have any questions regarding these requirements, please contact the Plan Reviewer.

---

#### TENTATIVE PARCEL MAP NO. 12-113

1. Prior to submittal of the parcel map to the Public Works Department for processing and approval, the following shall be required:
  1. An Affordable Housing Agreement in accord with Section 230.26 of the ZSO. **(HBZSO Section 230.26)**
  2. Final parcel map review fees shall be paid, pursuant to the fee schedule adopted by resolution of the City Council (*City of Huntington Beach Planning Department Fee Schedule*). **(HBZSO Section 254.16)**
  3. A Certificate of Insurance shall be filed with the Public Works Department and approved as to form by the City Attorney. **(HBZSO Section 255.14.H)**

ATTACHMENT NO. 5.25

2. Prior to submittal for building permits, the following shall be completed:
  - a. A minimum of 14 days prior to submittal for building permits, an application for address assignment, along with the corresponding application processing fee and applicable plans (as specified in the address assignment application form), shall be submitted to the Planning Department. **(City Specification No. 409)**
3. The following conditions shall be completed prior to issuance of a grading permit:
  - a. The final map shall be recorded with the County of Orange. **(HBZSO Section 253.22)**
4. During demolition, grading, site development, and/or construction, the following shall be adhered to:
  - a. All Huntington Beach Zoning and Subdivision Ordinance and Municipal Code requirements including the Noise Ordinance. All activities including truck deliveries associated with construction, grading, remodeling, or repair shall be limited to Monday - Saturday 7:00 AM to 8:00 PM. Such activities are prohibited Sundays and Federal holidays. **(HBM 8.40.090)**
5. The Departments of Planning and Building, Public Works and Fire shall be responsible for ensuring compliance with all conditions of approval herein as noted after each condition. The Planning and Building Director and Public Works Director shall be notified in writing if any changes to parcel map are proposed during the plan check process. Permits shall not be issued until the Planning and Building Director and Public Works Director have reviewed and approved the proposed changes for conformance with the intent of the Planning Commission's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement reviewed by the Planning Commission may be required pursuant to the HBZSO. **(HBZSO Section 241.10)**
6. Tentative Parcel Map No. 12-113 shall not become effective until the ten calendar day appeal period has elapsed. **(HBZSO Section 251.12)**
7. Tentative Parcel Map No. 12-1133 shall become null and void unless exercised within two (2) years of the date of final approval. An extension of time may be granted by the Director of Planning and Building pursuant to a written request submitted to the Planning and Building Department a minimum 60 days prior to the expiration date. **(HBZSO Section 251.14 and 251.16)**
8. The development shall comply with all applicable requirements of the Municipal Code, Building & Safety Department and Fire Department, as well as all applicable local, State and Federal Codes, Ordinances and standards, except as noted herein. **(City Charter, Article V)**

#### **SITE PLAN REVIEW NO. 12-02:**

1. The site plan, floor plans, and elevations approved by the Planning Commission shall be the conceptually approved design with the following modifications:
  - a. Parking lot striping shall comply with Chapter 231 of the Zoning and Subdivision Ordinance and Title 24, California Administrative Code. **(HBZSO Chapter 231)**
  - b. The site plan shall include all utility apparatus, such as but not limited to, backflow devices and Edison transformers. Utility, trash, recycling, food waste and service equipment, including satellite receiving dishes, transformers, and backflow devices, shall be enclosed or screened from view by landscaping, fencing or other architectural means. Transformers, backflow devices, etc.

ATTACHMENT NO. 5.26

shall be screened with landscaping or architectural details and setback at a minimum of five ft. if located within the front yard setback. **(BECSP 2.4.2 and 2.6.8-7)**

- c. Rooftop equipment must be setback a minimum of 10 feet from building walls, screened on all sides, and integrated into the overall building design. **(BECSP 2.6.8-7)**
- d. The site plan and elevations shall include the location of all gas meters, water meters, electrical panels, air conditioning units, mailboxes (as approved by the United States Postal Service), and similar items. If located on a building, they shall be architecturally integrated with the design of the building, non-obtrusive, not interfere with sidewalk areas and comply with required setbacks. **(HBZSO Section 230.76)**
- e. All parking area lighting shall be energy efficient and designed so as not to produce glare on adjacent residential properties. Security lighting shall be provided in areas accessible to the public during nighttime hours, and such lighting shall be on a time-clock or photo-sensor system. **(HBZSO 231.18.C)**
- f. Lighting and planting plans shall be coordinated to avoid light pole and tree conflicts. **(BECSP 2.7.3-d)**
- g. Project data information shall include the flood zone, base flood elevation and lowest building floor elevation(s) per NAVD88 datum. **(HBZSO Section 222.10.F)**
- h. Bicycle parking facilities shall be provided in accordance with the provisions of HBZSO Section 231.20 – *Bicycle Parking*. **(HBZSO Section 231.20)**

2. Prior to issuance of demolition permits, the following shall be completed:

- a. The applicant shall follow all procedural requirements and regulations of the South Coast Air Quality Management District (SCAQMD) and any other local, state, or federal law regarding the removal and disposal of any hazardous material including asbestos, lead, and PCB's. These requirements include but are not limited to: survey, identification of removal methods, containment measures, use and treatment of water, proper truck hauling, disposal procedures, and proper notification to any and all involved agencies. **(AQMD Rule 1403)**
- b. Pursuant to the requirements of the South Coast Air Quality Management District, an asbestos survey shall be completed. **(AQMD Rule 1403)**
- c. The applicant shall complete all Notification requirements of the South Coast Air Quality Management District. **(AQMD Rule 1403)**
- d. The City of Huntington Beach shall receive written verification from the South Coast Air Quality Management District that the Notification procedures have been completed. **(AQMD Rule 1403)**
- e. All asbestos shall be removed from all buildings prior to demolition of any portion of any building. **(AQMD Rule 1403)**

ATTACHMENT NO. 5.27

- f. The applicant shall provide a consulting arborist report on all the existing trees. Said report shall quantify, identify, size and analyze the health of the existing trees. The report shall also recommend how the existing trees that are to remain (if any) shall be protected and how far construction/grading shall be kept from the trunk. **(Resolution No. 4545)**
  - g. Existing mature trees that are to be removed must be replaced at a 2 for 1 ratio with a 36" box tree or palm equivalent (13'-14' of trunk height for Queen Palms and 8'-9' of brown trunk). **(CEQA Categorical Exemption Section 15304)**
3. Prior to issuance of grading permits, the following shall be completed:
- a. Prior to submittal of a landscape plan, the applicant shall provide a Consulting Arborist report on all the existing trees. Said report shall quantify, identify, size and analyze the health of the existing trees. The report shall also recommend how the existing trees that are to remain (if any) shall be protected and how far construction/grading shall be kept from the trunk. **(Resolution No. 4545)**
  - b. A Landscape and Irrigation Plan, prepared by a Licensed Landscape Architect shall be submitted to the Planning and Building Department for review and approval. **(HBZSO Section 232.04)**
  - c. "Smart irrigation controllers" and/or other innovative means to reduce the quantity of runoff shall be installed. **(HBZSO Section 232.04.D)**
  - d. Standard landscape code requirements apply. **(HBZSO Chapter 232)**
  - e. All landscape planting, irrigation and maintenance shall comply with the City Arboricultural and Landscape Standards and Specifications. **(HBZSO Section 232.04.B)**
  - f. Landscaping plans should utilize native, drought-tolerant landscape materials where appropriate and feasible. **(HBZSO Section 232.06.A)**
  - g. The Consulting Arborist (approved by the City Landscape Architect) shall review the final landscape tree planting plan and approve in writing the selection and locations proposed for new trees and the protection measures and locations of existing trees to remain. Said Arborist report shall be incorporated onto the Landscape Architect's plans as construction notes and/or construction requirements. The report shall include the Arborist's name, certificate number and the Arborist's wet signature on the final plan. **(Resolution No. 4545)**
4. Prior to issuance of building permits, the following shall be completed:
- a. The subject property shall enter into irrevocable reciprocal access easement between the subject site and adjacent westerly property to ensure the continuation of the East-West connector street. The location and width of the accessway shall be reviewed and approved by the Planning and Building Department and Public Works Department. The subject property owner shall be responsible for making necessary improvements to implement the reciprocal accessway. The legal instrument shall be submitted to the Planning and Building Department a minimum of 30 days prior to building permit issuance. The document shall be approved by the Planning and Building Department and the City Attorney as to form and content and, when approved, shall be recorded in the Office of the County Recorder prior to final building permit approval. A copy of the recorded document shall be filed with the Planning and Building Department for inclusion in the entitlement file prior to final building permit approval. The recorded agreement shall remain in

ATTACHMENT NO. 5.28

effect in perpetuity, except as modified or rescinded pursuant to the expressed written approval of the City of Huntington Beach. **(BECSP 2.5.7)**

- b. A gated entryway (access control devices) plan shall be submitted to the Planning and Building Department. The gated entryway shall comply with Fire Department Standard No. 403. In addition, the gated entryway plan shall be reviewed by the United States Postal Service. Prior to the installation of any gates, such plan shall be reviewed and approved by the Planning Division, Fire and Public Works Departments. **(HBZSO Section 231.18.D.8)**
  - c. A copy of a Letter of Map Revision from the Federal Emergency Management Agency (FEMA) removing the property from the floodplain shall be submitted to the Planning and Building Department for inclusion in the entitlement file. If a letter of map revision is not approved by FEMA, the applicant shall submit a copy of completed FEMA Elevation Certificate(s) for each building based on construction drawings, or a Flood-proofing Certificate(s) in the case of a non-residential structure. **(HBZSO Section 222.14.A.4)**
  - d. The Beach and Edinger Corridors Specific Plan fee shall be paid. **(Resolution No. 2010-80)**
  - e. Development impact fees shall be paid to the Planning and Building Department. **(Resolution No. 2012-23)**
5. During demolition, grading, site development, and/or construction, the following shall be adhered to:
- a. Existing street tree(s) to be inspected by the City Inspector during removal of concrete and prior to replacement thereof. Tree replacement or root/tree protection, will be specified upon the inspection of the root system. **(Resolution No. 4545)**
  - b. All Huntington Beach Zoning and Subdivision Ordinance and Municipal Code requirements including the Noise Ordinance. All activities including truck deliveries associated with construction, grading, remodeling, or repair shall be limited to Monday - Saturday 7:00 AM to 8:00 PM. Such activities are prohibited Sundays and Federal holidays. **(HBMC 8.40.090)**
6. The structure(s) cannot be occupied, the final building permit(s) cannot be approved, and utilities cannot be released for the first residential unit until the following has been completed:
- a. An "as built" Elevation Certificate certifying the lowest floor and mechanical equipment for each building, or a Letter of Map Revision issued by the Federal Emergency Management Agency (FEMA), shall be submitted to the Planning and Building Department. **(HBZSO Section 222.14.B)**
  - b. A Certificate of Occupancy must be approved by the Planning and Building Department and issued by the Building and Safety Department. **(HBMC 17.04.036)**
  - c. Complete all improvements as shown on the approved grading, landscape and improvement plans. **(HBMC 17.05)**
  - d. All trees shall be maintained or planted in accordance to the requirements of Chapter 232. **(HBZSO Chapter 232)**

ATTACHMENT NO. 5.29

- e. All landscape irrigation and planting installation shall be certified to be in conformance to the City approved landscape plans by the Landscape Architect of record in written form to the City Landscape Architect. **(HBZSO Section 232.04.D)**
  - f. The provisions of the Water Efficient Landscape Requirements shall be implemented. **(HBMC 14.52)**
7. The Development Services Departments (Planning & Building, Fire, and Public Works) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval. The Director of Planning and Building may approve minor amendments to plans and/or conditions of approval as appropriate based on changed circumstances, new information or other relevant factors. Any proposed plan/project revisions shall be called out on the plan sets submitted for building permits. Permits shall not be issued until the Development Services Departments have reviewed and approved the proposed changes for conformance with the intent of the Planning Commission's action. If the proposed changes are of a substantial nature, an amendment to the original entitlement reviewed by the Planning Commission may be required pursuant to the provisions of HBZSO Section 241.18. **(HBZSO Section 241.18)**
  8. SPR 13-002 shall become null and void unless exercised within one year of the date of final approval, or as modified by a condition of approval. An extension of time may be granted by the Director pursuant to a written request submitted to the Planning and Building Department a minimum 30 days prior to the expiration date. **(HBZSO Section 241.16.A)**
  9. SPR 12-002 shall not become effective until the appeal period following the approval of the entitlement has elapsed. **(HBZSO Section 241.14)**
  10. The Planning Commission reserves the right to revoke SPR 12-002/TPM 12-113 pursuant to a public hearing for revocation, if any violation of the conditions of approval, Huntington Beach Zoning and Subdivision Ordinance or Municipal Code occurs. **(HBZSO Section 241.16.D)**
  11. The project shall comply with all applicable requirements of the Municipal Code, Building & Safety Department and Fire Department, as well as applicable local, State and Federal Fire Codes, Ordinances, and standards, except as noted herein. **(City Charter, Article V)**
  12. Construction shall be limited to Monday – Saturday 7:00 AM to 8:00 PM. Construction shall be prohibited Sundays and Federal holidays. **(HBMC 8.40.090)**
  13. The applicant shall submit a check in the amount of \$50.00 for the posting of the Notice of Exemption at the County of Orange Clerk's Office. The check shall be made out to the County of Orange and submitted to the Planning and Building Department within two (2) days of the Planning Commission's approval of entitlements. **(California Code Section 15094)**
  14. All landscaping shall be maintained in a neat and clean manner, and in conformance with the HBZSO. Prior to removing or replacing any landscaped areas, check with the Departments of Planning & Building and Public Works for Code requirements. Substantial changes may require approval by the Planning Commission. **(HBZSO Section 232.04)**

#### **BECSP ADDITIONAL CODE REQUIREMENTS & PLAN COMPLIANCE**

1. All code requirements are specified as development "standards" or "regulations" in the BECSP. Compliance with all standards and regulations is mandatory. Any deviations from the development

ATTACHMENT NO. 5.30

standards must be requested to the Director and shall not deviate more than 10 percent from any single standard. **(Section 2.0)**

2. The project shall comply with all applicable standards of the Town Center Boulevard Segment. **(Section 2.1.6)**
3. Parking areas shall be illuminated to increase safety and provide clear views both to and within the site. Lighting plans shall be coordinated with the landscape plan to avoid light pole and tree conflicts. **(Section 2.7.3)**
4. Open space landscaping shall comply with Section 2.6.8 of the BECSP. Final design for the open space landscaping shall be reviewed by the Planning Division and Department of Public Works. **(Section 2.6.8)**
5. Setback area landscaping shall comply with Section 2.6.9 of the BECSP including spacing and quantity of trees, groundcover, moderate screening, and heavy screening. **(Section 2.6.9)**

ATTACHMENT NO. S.31

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF HUNTINGTON BEACH ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON BEACH, PEDIGO GOTHARD LLC, PEDIGO SOUTH EDINGER LLC, AND GEORGE W. PSAROS TRUST (DEVELOPMENT AGREEMENT NO. 13-002 - PEDIGO APARTMENTS )

WHEREAS, the Huntington Beach City Council approved Site Plan Review No. 12-002 and Tentative Parcel Map No. 12-113 to develop an approximately 8.5 acre site generally located at the southwest corner of Edinger Avenue and Gothard Street in Huntington Beach, California ("Property"), with 510 apartment units, with a leasing office, parking structure, and private and public recreation and open space areas ("Project"), pursuant to the City of Huntington Beach Zoning and Subdivision Ordinance ("HBZSO"); and

Pedigo Gothard, LLC, a \_\_\_\_\_ limited liability company, Pedigo South Edinger, LLC, a \_\_\_\_\_ limited liability company, and George W. Psaros Trust ("Developer") and the City each mutually desire to enter into a Development Agreement with one another to permit and ensure that the Property is developed in accordance with the approved Site Plan No. 12-002 and the City's zoning regulations to achieve the mutually beneficial development of the Property,

NOW, THEREFORE, the City Council of the City of Huntington Beach does hereby ordain as follows:

SECTION 1. That the City Council hereby finds that Development Agreement No. 13-002 conforms to Government Code Section 65864 et. seq. and that:

- a. Development Agreement No. 13-002 is consistent with the Huntington Beach General Plan; and
- b. Development Agreement No. 13-002 is consistent with Chapter 246 of the Huntington Beach Zoning and Subdivision Ordinance (HBZSO) and the Huntington Beach Municipal Code; and
- c. Development Agreement No. 13-002 will not be detrimental to the health, safety and general welfare, and will not adversely affect the orderly development of the property because it is consistent with applicable land use regulations of the zoning regulations in effect at the time of project approval, the mitigation measures adopted for the Project in accordance with EIR No.08-008, and the conditions approved for Site Plan Review No.12-002; and
- d. The City Council has considered the fiscal effect of Development Agreement No. 13-002 on the City and the effect on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources.

SECTION 2. Based on the above findings, the City Council of the City of Huntington Beach hereby approves Development Agreement No. 13-002 and adopts it by this ordinance pursuant to Government Code Section 65867.5. This action is subject to a referendum.

SECTION 3. This ordinance shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Director of Planning and Building

Exhibit A: Development Agreement No. 13-002

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF HUNTINGTON BEACH  
2000 Main Street  
Huntington Beach, CA 92648  
Attention: Director of Planning and Building

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614-7321  
Attention: William R. Devine, Esq.

---

(Space Above For Recorder's Use)

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made in Orange County, California, as of \_\_\_\_\_, 2013, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (the "City"), PEDIGO GOTHARD, LLC, a \_\_\_\_\_ limited liability company (the "Property Owner 1"), PEDIGO SOUTH EDINGER, LLC, a \_\_\_\_\_ limited liability company ("Property Owner 2"), and GEORGE W. PSAROS TRUST ("Property Owner 3") (collectively, "Property Owners").

#### RECITALS:

- A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 and Huntington Beach Zoning and Subdivision Ordinance (HBZSO) Chapter 246 to enter into binding development agreements with persons or entities owning legal interests in real property located within the City.
- B. Property Owners are the owners of that certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- C. The City and the Property Owners each desire to enter into this Agreement affecting the Property in conformance with Government Code section 65864 et seq. and HBZSO 246 in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.
- D. Property Owner 2 or an affiliate of Property Owner 2 is in the process of acquiring the ownership of that portion of the Property currently owned by Property Owner 3 but such closing will not be completed until after approval of this Agreement.

E. The Property Owners seek to develop a project on the Property consisting of up to 510 dwelling units and at least 25,815 square feet of public open space, as more particularly set forth in the Development Plan (collectively, the "Project"), attached as Exhibit B and incorporated herein, all in accordance with City regulations, as may be amended from time to time.

F. The City Council of the City (the "City Council") previously certified an environmental impact report No. 08-008 (the "EIR") for an area which includes the Project site, and the Planning Commission has conducted and approved an Environmental Assessment/Initial Study Checklist ("EA") for the Project in connection with the Planning Commission's approval of Site Plan Review 12-002 pursuant to the Beach and Edinger Corridors Specific Plan (BECSP), Town Center Boulevard segment.

G. The City and the Property Owners each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

H. This Agreement will benefit the Property Owners and the City by eliminating uncertainty in planning and providing for the orderly development of the Project. Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) provides for the construction of needed affordable housing, (3) ensures that development of the Property occurs within a reasonable timeframe, and (4) generally serves the public interest within the city and the surrounding region.

I. The Planning Commission and City Council have each given notice of their intention to consider this Agreement, and have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code. The City Council has found that the provisions of this Agreement are consistent with the City's 1996 General Plan for development within the City, as amended (the "General Plan") and City zoning ordinances, as amended. The Planning Commission and City Council have also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

J. On \_\_\_\_\_, 2013, the Planning Commission held a duly noticed public hearing on this Agreement.

K. On \_\_\_\_\_, 2013, the City Council held a duly noticed public hearing on this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Property Owners agree as follows:

1. Definitions.

1.1. "Affordable Dwelling Units" shall mean a Dwelling Unit available at Affordable Rent.

1.2. "Affordable Housing Agreement" shall collectively mean that certain Affordable Housing Agreement Restrictions—Rental (Declaration of Covenants, Conditions and Restrictions for Property) (AHARR) by and between the HBHA, the City and the Property Owners together with all attachments thereto, which was approved as to form as part of this Development Agreement. AHARR shall also include any and all amendments or modifications thereto.

1.3. "Affordable Rent" shall have the same meaning set forth in California Health and Safety Code section 50053, as more specifically set forth in the Agreement Containing Covenants Affecting Real Property to be attached to the Affordable Housing Agreement.

1.4. "Applicable Rules" shall mean the rules, regulations, ordinances and official policies of the City which were in force as of the Effective Date (as defined below), including, but not limited to, the General Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, grading requirements, and provisions related to density, growth management, environmental considerations, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City pursuant to Health and Safety Code sections 17922 and 17958.5.

1.5. "Area Median Income" shall mean the area median income for the County of Orange ("County") as published annually by the California Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income from the County, the City shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.6. "City Council" shall mean the City Council of the City.

1.7. "City Manager" shall mean the City Manager of the City.

1.8. "County" shall mean Orange County.

1.9. "Development Impact Fees" shall mean and include all fees charged by the City in connection with the application, processing and approval or issuance of permits for the development of property, including, without limitation: application fees; permit processing fees; inspection fees; utility capacity fees; service or connection fees; library/cultural enrichment fees; traffic impact fees; development impact or major facilities fees; park fees; flood control fees;

environmental impact mitigation fees; and any similar governmental fees, charges and exactions required for the development of the Project.

1.10. "Development Plan" shall mean Site Plan Review No. 12-002 approved by the City.

1.11. "Discretionary Actions" and "Discretionary Approvals" shall mean those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities or approvals which merely require any officer, employee, review board, commission or department of the City to determine whether or not there has been compliance with applicable statutes, ordinances, regulations or conditions of approval.

1.12. "Dwelling Unit" shall mean a place in the Project that is legally available to be rented by a person or family.

1.13. "Effective Date" shall mean the date on which the ordinance approving this Agreement has been adopted by the City.

1.14. "HBHA" shall mean the Housing Authority of the City of Huntington Beach.

1.15. "Low Income Household" shall mean persons and families whose incomes do not exceed the amount published annually for Low Income Households by the California Department of Housing and Community Development in accordance with California Health and Safety Code Section 50093.

1.16. "Moderate Income Household" shall mean persons and families whose incomes do not exceed the amount published annually for Moderate Income Households by the California Department of Housing and Community Development in accordance with California Health and Safety Code Section 50093.

1.17. "Market Rate Rental Dwelling Unit" shall mean those Dwelling Units in the Project that are not Affordable Dwelling Units nor governed by the Affordable Housing Agreement.

1.18. "Periodic Review" shall have the meaning assigned to such term in Paragraph 10(a).

1.19. "Planning Commission" shall mean the Planning Commission of the City.

1.20. "Project" shall mean that development contemplated pursuant to the Development Plan, attached as Exhibit B.

1.21. "Recession" shall mean an economic recession as determined by the National Bureau of Economic Research, or any successor organization charged with the duty of determining the state of the United States economy.

1.22. "Subsequent Rules" shall mean the rules, regulations, ordinances and official policies of the City, adopted and becoming operative after the Effective Date, including, but not limited to, the General Plan, the Specific Plan, City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, grading requirements, and other provisions related to density, growth management, environmental considerations, and design criteria.

2. Term of Agreement. This Agreement shall become operative and commence upon the Effective Date and remain in effect for a term of seven (7) years. Except for continuing obligations regarding affordable housing covenants and requirements, upon the expiration or termination of the term, this Agreement shall be deemed terminated and have no further force and effect.

3. Vested Right to Develop the Project. Subject to Paragraphs 3.3 through 3.8, below, and the Applicable Rules, the City hereby grants to the Property Owners the vested right to develop the Project on the Property to the extent and in the manner provided in this Agreement. Subject to Paragraphs 3.3 through 3.8, below, any change in the Applicable Rules adopted or becoming effective after the Effective Date (Subsequent Rules) shall not be applicable to or binding upon the Project or the Property. Subject to Paragraphs 3.3 through 3.8, below, this Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

3.1. No Conflicting Enactments. Subject to Paragraphs 3.3 through 3.8, below, neither the City Council nor any department of the City shall enact rules, regulations, ordinances or other measures which relate to the rate, timing, sequencing, density, intensity or configuration of the development of any part of the Project which is inconsistent or in conflict with this Agreement during the term of this Development Agreement.

3.2. Initiative Measures. Subject to Paragraphs 3.3 through 3.8, below, the Property Owners and the City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement.

3.3. Federal or State Laws. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or regulations which preempt local jurisdiction including, by way of example, and without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes, and any safety regulations, but such modifications shall be made only to the extent required thereunder.

3.4. Emergency. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any development moratorium, limitation on the delivery of City-provided utility services, or other generally applicable

emergency rule, regulation, law or ordinance affecting land use: (1) which is based on genuine health, safety and general welfare concerns (other than general growth management issues); (2) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor, City Council or City Manager of the City; and (3) based upon its terms or its effect as applied, does not apply exclusively, primarily or disproportionately to the Project or the Property.

3.5. Project Completion. This Agreement and the EIR and associated findings, are based on the expectation that the Project will be constructed as follows: up to 459 Market Rate Rental Dwelling Units and 51 Affordable Dwelling Units will be completed for occupancy during the term of the Agreement.

3.6. Public Health Concerns. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any generally applicable rule, regulation, law or ordinance which does not affect the land use or development of the Project and which is based on concerns for the public health, safety or general welfare, including, but not limited to, building codes not otherwise preempted by State law.

3.7. New Engineering and Construction Standards. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules if the City adopts new and/or amended regulations governing engineering and construction and grading standards and specifications including, without limitation, any and all uniform codes adopted by the City, including local amendments to these codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of similar type as the Project within the City and provided further that any such modifications to grading standards can only be imposed prior to grading and any such modifications to engineering or construction standards can only be applied prior to the initiation of construction. Such codes include, without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code.

3.8. Cooperation and Indemnification. The City agrees to cooperate with the Property Owners in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action instituted by a third party or other government entity or official challenging the validity of this Agreement, the City and the Property Owners agree to cooperate in defending such action, with Property Owners 1 and 2 indemnifying the City pursuant to Paragraph 15 of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

#### 4. Development of the Property.

(a) Permitted Uses. The Property Owners agree that the Property shall only be developed in accordance with the Development Plan and any conditions and mitigation measures imposed on the Project through final approval of the Project, and the provisions of this Development Agreement. Notwithstanding anything set forth in this Agreement to the contrary, unless the Property Owners proceed with development of the Property, the Property Owners are

not obligated by the terms of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money, dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.

(b) Development Standards. All development and design requirements and standards applicable to the Project shall conform to the Development Plan and any conditions and mitigation measures imposed on the Project, the Huntington Beach Municipal Code, and any Applicable Rules.

5. Affordable Housing. It is the intent of the parties that the Affordable Dwelling Units shall be constructed concurrently with the Market Rate Rental Dwelling Units. The Project is subject to the requirement of providing a total of ten percent (10%) Affordable Dwelling Units, which would be 51 at full build-out, all of which shall be rental units and must remain Affordable Dwelling Units for at least fifty-five (55) years. The City and the Property Owners agree, as a condition precedent to Development, that an Affordable Housing Agreement be executed to memorialize the terms and conditions of the affordable housing components (attached hereto as Exhibit C). The Property Owners will provide affordable units for rent, 8.4% (43 units at full build-out) of which shall be made available to and occupied by Moderate Income Households and 1.6% (8 units at full build-out) of which shall be made available to and occupied by Low Income Households. The Property Owners agree to record said affordability covenant in favor of the City to assure that affordability covenant runs with the land and remains in effect for the affordability period. The Property Owners agree to comply with all terms and provisions of the Affordable Housing Agreement and its attachments and acknowledges that any default thereunder shall also constitute a default under this Agreement.

It is contemplated that multiple temporary final inspections (to allow for occupancy) will be sought during the construction of the Project. When each temporary final inspection (to allow for occupancy) is sought, approximately ten percent (10%) of the units for which it is sought will be Affordable Dwelling Units.

6. Extension of Project Approvals. Unless a longer term would result under otherwise applicable state law, the term of any permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

7. Subsequent Discretionary Action and Approval. The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by the Property Owners, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

8. Compliance Review.

(a) Periodic Review. Pursuant to Government Code section 65865.1, the City Manager or his or her designee shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Property Owners are in full compliance with the terms of the Agreement (the "Periodic Review").

(b) Review Procedure. During a Periodic Review, the Property Owners shall provide information reasonably requested by the City Manager or his or her designee that the Project is being developed in good faith compliance with the terms of this Agreement. If, as a result of a Periodic Review, the City finds and determines on the basis of substantial evidence that the Property Owners have not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written "Notice of Non-Compliance" to the Property Owners specifying the grounds therefore and all facts demonstrating such non-compliance. The Property Owner's failure to cure the alleged non-compliance within sixty (60) days after receipt of the notice, or, if such noncompliance is not capable of being cured within sixty (60) days, the Property Owner's failure to initiate all actions required to cure such non-compliance within sixty (60) days after receipt of the notice and completion of the cure of such non-compliance within one hundred twenty (120) days, shall constitute a default under this Agreement on the part of the Property Owners and shall constitute grounds for the termination of this Agreement by the City as provided for below. If requested by the Property Owners, the City agrees to provide to the Property Owners a certificate that the Property Owners are in compliance with the terms of this Agreement, provided the Property Owners reimburse the City for all reasonable and direct costs and fees incurred by the City with respect thereto.

(c) Termination or Modification for Non-Compliance. Pursuant to Government Code section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that one or more of the Property Owners has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement as to such Property Owner or Property Owners. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code section 65867 in addition to any other notice required by law. Additionally, the City shall give the Property Owners written notice of its intention to terminate or modify this Agreement and shall grant the Property Owners a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

9. Modification, Amendment, Cancellation or Termination.

9.1. Amendment and Cancellation. Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Property Owners or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government Code section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code section 65867.5.

9.2. Modification. The City Planning and Building Director, with the consent of the Property Owners, may make minor modifications to the Agreement without the need for formal action by the City's Planning Commission or City Council as long as such modifications do not alter the Term of this Development Agreement, the permitted uses, density or intensity of uses, the maximum height or size of buildings, provisions for reservations or Dedication of land, conditions, terms, restrictions and requirements relating to Subsequent Discretionary Actions and Approvals, and monetary contributions by the Property Owners.

10. Defaults, Notice and Cure Periods, Events of Default and Remedies.

10.1. Default By the Property Owners.

10.1.1. Default. If the Property Owners do not perform their obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City shall have first given written notice to the Property Owners as provided in Paragraph 15(a) hereof.

10.1.2. Notice of Default. If the Property Owners do not perform their obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Property Owners a written notice of default in the manner prescribed in Paragraph 15(a) identifying with specificity those obligations of the Property Owners under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Property Owners shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than sixty (60) days after receipt of any such written notice of default, or if such default(s) is not capable of being cured within sixty (60) days, no later than one hundred twenty (120) days after receipt of any such written notice of default, provided the Property Owners commence the cure of any such default(s) within such sixty (60) day period and thereafter diligently pursues such cure at all times until any such default(s) is cured.

10.1.3. Failure to Cure Default Procedure. If after the cure period provided in Paragraph 10.1.2 has elapsed, the City Manager finds and determines the Property Owners, or their successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City's Planning and Building Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Property Owners, or their successors, transferees and/or assigns, as the case may be, have not cured a default under this Agreement pursuant to this Paragraph 10, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Property Owners, and their successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Property Owners, or one of their successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be

no appeal by any person or entity. Subject to Paragraph 4(a) above, nothing in this Paragraph 10 or this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions or limiting the City's rights and remedies available at law or in equity, which shall include (without limitation) compelling the specific performance of the Property Owner's obligations under this Agreement.

10.1.4. Termination or Modification of Agreements. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the applicable appeal periods described herein. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65967.5 and 65868, irrespective of whether an appeal is taken as provided herein.

10.1.5. Lender Protection Provisions.

10.1.5.1. Notice of Default. In addition to the notice provisions set forth in Paragraph 15(a)(2), the City shall send a copy of any notice of default sent to the Property Owners or any of their successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Paragraph 15(a) of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Paragraph 10.1.5.1 is herein referred to as a "Qualified Lender."

10.1.5.2. Right of a Qualified Lender to Cure a Default. The City shall send a written notice of any Property Owners default to each Qualified Lender. From and after receipt of any such written notice of default, each Qualified Lender shall have the right to cure any such default within the same cure periods as provided to the Property Owners hereunder. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the owner of the Property, or the applicable portion thereof, (as reasonably determined by the City), then so long as the Qualified Lender(s) is (are) diligently proceeding (as reasonably determined by the City) to foreclose the lien of its deed of trust against the owner of the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commences the cure of any such default and thereafter diligently pursues the cure of such default to completion, then such Qualified Lender shall have an additional one hundred twenty (120) days following such foreclosure to cure any such default.

10.1.5.3. Exercise of the City's Remedies. Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy to cancel or amend this Agreement during any cure period.

10.2. Default by the City.

10.2.1. Default. In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use

or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and the Property Owners, or the City otherwise defaults under the provisions of this Agreement, subject to Paragraph 10.3, the Property Owners shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided the Property Owners have first complied with the procedures in Paragraph 10.2.2.

10.2.2. Notice of Default. Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Property Owners shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City is in default under this Agreement or whether the City has cured the default, or to seek the enforcement of this Agreement, the City and the Property Owners may submit the matter to negotiation/mediation pursuant to Paragraph 15(o) of this Agreement.

10.3. Monetary Damages. The Property Owners and the City acknowledge that neither the City nor the Property Owners would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Property Owners agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Property Owners for their investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Property Owners agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Property Owners covenant not to sue for or claim any monetary damages for the breach of any provision of this agreement. The foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by the Property Owners to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Paragraph 15(g) and 15(m). The foregoing waiver shall also not be deemed to apply to any fees or other monetary amounts specifically required to be paid or credited by the City to the Property Owners pursuant to this Agreement, including, but not limited to any fee credits specifically required to be credited by the City to the Property Owners or their assignee(s).

11. Administration of Agreement and Resolution of Disputes. The Property Owners shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) days after the date on which the City Council's decision

becomes final. In addition, in the event the Property Owners and the City cannot agree whether a default on the part of the Property Owners, or any of their successors or assigns, under this Agreement exists or whether or not any such default has been cured, then the City or the Property Owners may submit the matter to negotiation/mediation pursuant to Paragraph 15(o).

12. Recordation of this Agreement. Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) days after the mutual execution of this Agreement.

13. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

14. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City and the Property Owner and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

15. Miscellaneous.

(a) Notices. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to the City:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Attn: City Manager  
Tel. No.: (714) 536-5575  
Fax No.: (714) 536-5233

If to Property Owner 1:

Pedigo Gothard, LLC.  
4000 SE Columbia Way  
Vancouver, WA 98661  
Attn: Rick Pedigo  
Tel. No.: 360-695-3500  
Fax No.:

If to Property Owner 2:

Pedigo South Edinger, LLC.  
4000 SE Columbia Way  
Vancouver, WA 98661  
Attn: Rick Pedigo  
Tel. No.: 360-695-3500  
Fax No.:

If to Property Owner 3:

George W. Psaros Trust  
52 Vista Montemar  
Laguna Niguel, CA 92677  
Attn: George M. Psaros  
Tel. No.: 949-388-8808  
Fax No.:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614-7321  
Attn: William R. Devine, Esq.  
Tel. No.: (949) 553-1313  
Fax No.: (949) 553-8354

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement unless the invalid provision is a material part of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. In the event any material provision of this Agreement is determined to be invalid, void or voidable, the City or the Property Owners may terminate this Agreement.

(c) Entire Agreement; Conflicts. This Agreement represents the entire agreement between the City and the Property Owners with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Property Owners with respect to the matters contained in this Agreement. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Applicable Rules or the Subsequent Applicable Rules, then the provisions of this Agreement shall govern and prevail.

(d) Further Assurances. The City and the Property Owners agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Property Owner are not thereby modified.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Property Owners, may be assigned by either the City or any of the Property Owners to any party or parties purchasing all or any part of

the Property, or any interest therein pursuant to the provisions of this Paragraph 15(e). The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect the Property Owner's interest in the Property. Prior to a Property Owner's assignment of any rights, duties or obligations under this Agreement, the Property Owner shall present such information required by the City in its commercially reasonable discretion to demonstrate to the City's satisfaction that the proposed successor and/or assignee has the financial ability and experience to fulfill those specific rights, duties and obligations under the Agreement that the successor and/or assignee would assume. The City shall have the right to approve the proposed successor and/or assignee, provided that the City's approval may not be unreasonably withheld, conditioned or delayed. Property Owner 3 is under contract to sell its interest in the Property to Property Owner 2 or an affiliate of Property Owner 2. The City approves of such transfer and does not require any further information in this regard. The provisions of this Paragraph 15(e) shall be self-executing and shall not require the execution or recordation of any further document or instrument. The City's approval rights over a successor or assignee of a Property Owner shall terminate upon issuance of the final inspection for the project.

(f) Release Upon Transfer. Upon any transfer of a Property Owner's rights and interests under this Agreement in accordance with Section 15(e) above, said Property Owner shall be released from its obligations under this Agreement with respect to the Property, or portion thereof so conveyed, provided the Property Owner is not in default under this Agreement and has complied with the requirements of Section 15(e) above. Following such release, said Property Owner shall not be responsible for any non-compliance with this Agreement by the successor/transferee and, assuming said Property Owner has conveyed all its interest in the Property subject to this Agreement, shall be released of all obligations under this Agreement. Likewise, following such a conveyance and transfer, non-compliance with any terms of this Agreement by any such assigning Property Owner, who is no longer a party to the Agreement, shall not be deemed a default under this Agreement; shall not be grounds for termination of this Agreement; and shall not constitute cause for City to initiate an enforcement action against the remaining parties subject to this Agreement.

(g) Negation of Agency. The City and each of the Property Owners acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Property Owners joint venturers, partners or employer/employee.

(h) Attorney's Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall not be entitled to recover its court costs and reasonable out-of-pocket expenses.

(i) Waiver. No waiver of any provision of this 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.

(j) Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, providing that anyone or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as the Property Owner(s) is/are not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence of such contractor, subcontractor or consultant to perform), riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, a Recession or unusually severe weather. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(k) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(l) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(m) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(n) Indemnification. Property Owners 1 and 2 agree, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the expense of Property Owners 1 and 2, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this Agreement to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Property Owners 1 and 2 also agree to indemnify the City, the City Council, and the City's officials, agents and employees for any claims, acts or proceedings relating to the Property Owners failure to comply with the Project's affordable housing requirements.

The indemnity described in this section is not subject to the provisions of paragraph 4.a. providing that obligations cease if the Project does not go forward.

The City shall promptly notify the Property Owners of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Property Owners in the defense thereof. Property Owners 1 and 2 shall provide a defense to the City with counsel reasonably selected by Property Owners 1 and 2 and the City to defend both the City and the Property Owners, and shall reimburse the City for any court costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding at its own expense, but such participation shall not relieve Property Owners 1 and 2 of the obligations of this Paragraph 15(m).

(o) Hold Harmless Agreement. The City and the Property Owners mutually agree to, and shall hold each other and each of the other's elective and appointed councils, boards, commissions, directors, officers, partners, agents, representatives and employees harmless from any liability for damage or claims for personal injury, including death, and from claims for property damage which may arise from the activities of the other or the other's contractors, subcontractors, agents, or employees which relate to the Project whether such activities be by the City or the Property Owners, or by any of the City's or the Property Owner's contractors, subcontractors, or by anyone or more persons indirectly employed by, or acting as agent for the Property Owners, any of the Property Owner's or the City's contractors or subcontractors. The City and the Property Owners agree to and shall defend the other and each of the other's elective and appointive councils, boards, directors, commissioners, officers, partners, agents, representatives and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforementioned activities which relate to the Project.

(p) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Property Owners or any of the Property Owner's successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph (a "Dispute"), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved shall be subject to non-binding mediation, both as set forth. below, before either party may institute legal proceedings.

(2) Negotiation. If a Dispute arises, the parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the parties within 15 days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within 15 days following the designated persons' meeting described in paragraph 15(o)(2), above, either party may initiate non-binding mediation (the "Mediation"), conducted by Judicial Arbitration & Mediation Services, Inc. ("JAMS") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held: within 15 days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within 15 days after completion of the Mediation, then either party may institute legal proceedings.

(iv) The parties shall bear equally the cost of the mediator's fees and expenses, but each party shall pay its own attorneys' and expert witness fees and any other associated costs.

(4) Preservation of Rights. Nothing in this Paragraph shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(q) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(r) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

IN WITNESS WHEREOF, the City and the Property Owners have each executed this Agreement as of the date first written above.

PEDIGO GOTHARD, LLC,  
a \_\_\_\_\_ corporation

CITY OF HUNTINGTON BEACH,  
a California municipal corporation

By:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PEDIGO SOUTH EDINGER, LLC,  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_

GEORGE. W. PSAROS TRUST,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_

Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

INITIATED AND APPROVED:

\_\_\_\_\_  
Director of Planning and Building

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**  
**THE PROJECT**  
**(APPROVED SITE PLAN)**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF HUNTINGTON BEACH  
2000 Main Street  
Huntington Beach, CA 92648  
Attention: City Clerk

ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614-7321  
Attention: William R. Devine, Esq.

---

(Space Above For Recorder's Use)

AFFORDABLE HOUSING AGREEMENT RESTRICTIONS—RENTAL  
(DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR PROPERTY)

This Affordable Housing Agreement and Declaration of Conditions, Covenants and Restrictions for Property (the "Declaration") is made as of \_\_\_\_\_, 2013, by and between PEDIGO GOTHARD, LLC, a \_\_\_\_\_ limited liability company (the "Property Owner 1"), PEDIGO SOUTH EDINGER, LLC, a \_\_\_\_\_ limited liability company ("Property Owner 2"), and GEORGE W. PSAROS TRUST ("Property Owner 3") (collectively, "Property Owners" and Covenantors) and THE HOUSING AUTHORITY OF THE CITY OF HUNTINGTON BEACH, a California municipal corporation (the "Housing Authority" or "Covenantee").

RECITALS:

A. Property Owners are the respective owners of record of that certain real property located at 16001 and 16091 Gothard Street (Property Owner 1), 7280 Edinger Avenue (property Owner 2), and 7262 and 7266 Edinger Avenue (Property Owner 3), Huntington Beach, California 92646 (the "Subject Property"), in the City of Huntington Beach, County of Orange, State of California legally described in the attached Exhibit A.

B. The Property Owners seek to develop a project on the Property consisting of 510 dwelling units and associated uses. The project also includes at least 26,016 square feet of public open space, as more particularly set forth in the Development Plan (collectively, the "Project") approved by Site Plan Review No. 12-002, all in accordance with the General Plan, as it may be

amended from time to time (the "General Plan") adopted by the City Council of the City (the "City Council") and the Zoning Code.

C. The City imposed conditions of approval on the Project, in part that the Property Owners provide affordable housing. As part of the plan to provide affordable housing, the City and the Property Owners entered into a Development Agreement which requires as a condition that an Affordable Housing Agreement be executed requiring the Property Owners to provide affordable rental units for a certain period of time. Specifically, the Property Owners are required to/have agreed to provide 8.4% (43 units with full build-out) within the Project available for rent to Moderate Income Households (as that term is defined in the Development Agreement) and 1.6% (8 units with full build-out) within the Project available for rent to Low Income Households (as that term is defined in the Development Agreement) for a period of 55 years as further defined herein. The execution and recordation of this Declaration is intended to fully satisfy that condition.

NOW, THEREFORE, the parties hereto agree and covenant as follows:

1. Affordability Covenants. Covenantors agree for themselves and their successors and assigns, and every successor to any Covenantor's interest in the affordable unit, or any part thereof that the Project approved by Site Plan Review 12-002, which consists of 510 units, 51 of which shall be designated as affordable and shall be held subject to this Declaration for fifty-five years from the date final inspection has been approved by the City as follows:

(a) Qualified Households. Covenantors agree to make available, restrict occupancy to, and to lease 51 units for the duration of the Affordability Period as defined herein. These 51 units may sometimes be referred to as an "Affordable Unit" or, collectively, the "Affordable Units." Each Affordable Unit shall be occupied by Moderate-Income Households as that term is defined in the Development Agreement adjusted for the actual number of persons in the Household that will reside in the Affordable Unit.

As used in this Declaration, the term "Household" shall mean one or more persons, whether or not related, living together in an Affordable Unit that rent or lease any portion of the Affordable Unit.

As used in this Declaration, the term "Covenantors" shall mean the Property Owners, their successors and assigns, and every successor to any of the Property Owner's interests in the Project, or any part thereof.

(b) Duration. The term of this agreement shall commence on the date that the Final Inspection for the thirtieth (30th) affordable unit is approved by the City and will continue for 55 years thereafter ("Affordability Period"). The covenant contained in this Section 1 shall run with the Project and shall automatically terminate and be of no further force or effect upon the expiration of the Affordability Period.

(c) Income Qualification. Prior to the lease of an Affordable Unit to any Household, Covenantors shall submit to the Covenantee a completed income computation and certification form, in such form as is generally used by City in administering its affordable housing program as may be amended from time to time. Covenantors shall certify that, to the

best of its knowledge, each Household is a Low Income Household or a Moderate Income Household that meets the eligibility requirements established for the particular Affordable Unit occupied by such Household. Covenantors shall obtain an income certification from each adult member of the Household and shall certify that, to the best of Covenantor's knowledge, the income of the Household is truthfully set forth in the income certification form. Furthermore the Covenantors shall, on renewal of the annual lease for the particular Affordable Unit, again obtain income certification from each adult member of the Household and submit to the Covenantee a recertification form that shall certify, to the best of Covenantor's knowledge, each Household is a Moderate-Income Household that meets the eligibility requirements established for the particular Affordable Unit occupied by such Household. Covenantors shall verify the income certification of the Household in one or more of the following methods:

(1) Obtain two (2) paycheck stubs from two (2) most recent pay periods for each adult member of the Household.

(2) Obtain a copy of an income tax return certified to be true and complete for the most recent tax year in which a return was filed, for each adult member of the Household.

(3) Obtain an income verification certification from the employer of each adult member of the Household.

(4) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the Household receives assistance from such agencies.

(5) Obtain an alternate form of income verification reasonably requested by Covenantee, if none of the above forms of verification is available to Covenantor.

If, at the time of the annual lease renewal of an Affordable Unit to an eligible Household, the Covenantors learn that Household's income increases above the income level permitted for that unit, the Household shall continue to be permitted to reside in such Affordable Unit, for no more than one year. Notwithstanding the foregoing, Covenantors, at the City's discretion, shall have the option, in their commercially reasonable discretion, to designate another dwelling unit as an Affordable Unit during that one year period so that the Household may continue to occupy a unit in the Project, if the Household and the Covenantor so agree.

(d) Determination of Affordable Rent for the Affordable Units. The rent for each Affordable Unit (the "Affordable Rent") shall be adjusted annually by the following formula established by California Health and Safety Code Section 50053 upon the publication of the revised Area Median Income. This methodology sets the rent at 1/12 of thirty percent (30%) of sixty percent (60%) of the Area Median Income adjusted for family size appropriate to the unit for Low Income Households and at 1/12 of thirty percent (30%) of one-hundred ten percent (110%) of the Area Median Income adjusted for family size appropriate to the unit for Moderate Income Households. As used herein, for the purpose of calculating the Affordable rent, "adjusted for family size appropriate to the unit" shall mean a household of one person in the case of a studio Affordable Dwelling Unit, two persons in the case of a one-bedroom Affordable

Dwelling Unit, and a household of three persons in the case of a two-bedroom Affordable Dwelling Unit. The income limits and Affordable Rents in effect as of the date of this Agreement are attached hereto as Exhibit B and incorporated herein by this reference.

COVENANTOR UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL PAYMENTS TO BE ESTABLISHED BY THIS FORMULA ARE NOT NECESSARILY EQUAL TO THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS, AND MAY BE ESTABLISHED AT A LEVEL SUBSTANTIALLY BELOW THE FAIR MARKET RENT LEVELS.

COVENANTORS HEREBY AGREE TO RESTRICT THE AFFORDABLE UNITS ACCORDINGLY.

COVENANTOR'S INITIALS

In the event state law referenced herein is amended, the terms of this Agreement shall automatically be amended to remain consistent with State law.

(e) Annual Report. Within sixty (60) days after the end of each calendar year during the Affordability Period, Covenantors shall submit to Covenantee a report verifying Covenantor's compliance with the provisions of this Declaration ("Annual Report"). Covenantor's final Annual Report shall be submitted to Covenantee within sixty (60) days after the end of the Affordability Period. Each Annual Report shall identify the location of the Affordable Units for the applicable reporting period, the identity of each Household member occupying an Affordable Unit during any portion of such period, the income and household size of each such Household, the Affordable Rent for each of the Affordable Units, and the rent actually charged pursuant to the lease or rental agreement. If Covenantee prescribes a particular form to be utilized by Covenantor in preparing the Annual Report, Covenantors shall utilize said form, provided that it complies substantially with the foregoing requirements.

2. Non-Discrimination Covenants. Each Covenantor covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, in the use, occupancy, tenure, or enjoyment of the Affordable Unit, nor shall any Covenantor itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees in the Affordable Unit.

Each Covenantor and its successors and assigns shall refrain from restricting the leasing of the Affordable Unit on the basis of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, of any person. All such leases shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators; and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

3. Use Restrictions. During the Affordability Period, Covenantors shall be required to take all reasonable steps necessary to ensure that each Household renting an Affordable Unit has knowledge of all terms and conditions of this Declaration by including in each and every lease and rental agreement a clause which incorporates this Declaration by reference and makes this Declaration a part of an attachment to such lease or rental agreement. In addition, during the Affordability Period, each lease or rental agreement for any of the Affordable Units shall contain provisions that the Affordable Unit shall be occupied, used, and maintained as follows:

(a) The Affordable Unit shall be used only for private dwelling purposes, with appurtenant facilities, and for no other purposes; provided, however, that home occupation businesses conducted in compliance with the City's Municipal Code and other City regulations shall be considered an appropriate use for private dwelling purposes;

(b) Household Size. The maximum number of persons that may occupy an Affordable Unit shall be based on unit size:

<u>Unit Size</u>	<u>Household Size</u>
0 bedroom (studio)	2 persons
1 bedroom	3 persons
2 bedrooms	5 persons
3 bedrooms	

(c) the Household shall not permit or suffer anything to be done or kept upon the premises which will increase the rate of insurance on any building, or on the contents thereof, and shall not impair the structural integrity thereof obstruct or interfere with the rights of other occupants, or annoy such occupants by unreasonable noises or otherwise, nor shall any Household commit or permit any nuisance on the premises or fail to keep the premises free of rubbish, clippings, and trash or commit or suffer any illegal act to be committed thereon;

(d) The Household shall not sublease any or all parts of the Affordable Unit without prior written approval from Covenantors and Covenantantee;

(e) The Household shall comply with all of the lawful requirements of all governmental authorities with respect to the premises;

(f) No person shall be permitted to occupy the premises for transient or hotel purposes; and

(g) The Household shall comply in all respects with this Declaration and any failure by the Household to comply with the terms of this Declaration shall be a default under the Household's lease or rental agreement.

4. Covenants for Benefit of Housing Authority. All covenants without regard to technical classification or designation shall be binding for the benefit of the Covenantantee and such covenants shall run in favor of Covenantantee for the entire period during which time such covenants shall be in force and effect. The Covenantantee, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any such action at law or suits in equity or other proper legal proceedings to enforce and to cure such breach to which it or any other beneficiaries of these covenants may be entitled during the term, specified for such covenants, except the covenants against discrimination which may be enforced at law or in equity at any time in perpetuity.

5. Binding on Successors and Assigns. The covenants and agreements established in this Declaration shall, without regard to technical classification and designation, be binding on each Covenantor and any successor to such Covenantor's right, title, and interest in and to all or any portion of the Project, for the benefit of and in favor of the Housing Authority of the City of Huntington Beach. All the covenants contained in this Declaration shall remain in effect for the Affordability Period, and shall automatically terminate and be of no further force or effect after such time. Upon expiration of the Affordability Period, Covenantantee agrees to cooperate with Covenantors, at no cost to Covenantantee in removing this Declaration of record from the Subject Property.

6. Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

7. Notices. All notices which are allowed or required to be given hereunder shall be, in writing and (1) shall be deemed given and received when personally delivered or (2) shall be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to the Housing Authority:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Attn: City Manager  
Tel. No.: (714) 536-5575  
Fax No.: (714) 536-5233

If to Property Owner 1:

Pedigo Gothard, LLC.  
4000 SE Columbia Way  
Vancouver, WA 98661  
Attn: Rick Pedigo  
Tel. No.: 360-695-3500  
Fax No.:

If to Property Owner 2:

Pedigo South Edinger, LLC.  
4000 SE Columbia Way  
Vancouver, WA 98661  
Attn: Rick Pedigo  
Tel. No.: 360-695-3500  
Fax No.:

If to Property Owner 3:

George W. Psaros Trust  
52 Vista Montemar  
Laguna Niguel, CA 92677  
Attn: George M. Psaros  
Tel. No.: 949-388-8808  
Fax No.:

Allen Matkins Leck Gamble Mallory & Natsis LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614-7321  
Attn: William R. Devine, Esq.  
Tel. No.: (949) 553-1313  
Fax No.: (949) 553-8354

8. Applicable Law.

(a) If any provision of this Agreement or portion thereof, or the application of any provision to any person or circumstances, shall to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion

thereof to any other persons or circumstances, shall not be affected thereby and it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of California and all applicable HUD Housing Quality Standards and City Codes.

IN WITNESS WHEREOF, the Covenantee and Covenantor have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of the date set forth above.

PEDIGO GOTHARD, LLC,  
a \_\_\_\_\_ limited liability company

CITY OF HUNTINGTON BEACH,  
a California municipal corporation

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

\_\_\_\_\_  
Mayor

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

Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM:

PEDIGO SOUTH EDINGER, LLC,  
a \_\_\_\_\_ limited liability company

\_\_\_\_\_  
City Attorney  
INITIATED AND APPROVED:

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

\_\_\_\_\_  
Director of Planning and Building

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GEORGE W. PSAROS TRUST,  
By:

REVIEWED AND APPROVED:

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

\_\_\_\_\_  
City Manager

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name of notary)

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 \_\_\_\_\_

(Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**  
INCOME LIMITS AND AFFORDABLE RENTS

989489.02/OC  
373217-00001/6-25-13/wrd/wrd

EXHIBIT B  
-1-

ATTACHMENT NO. 6.38

**EXHIBIT B**

**2013 QUALIFYING INCOME AND RENT SCHEDULE**

**PEDIGO APARTMENT PROJECT**

**HUNTINGTON BEACH, CALIFORNIA**

**I. 2013 Orange County Income Information**

<u>Household Size</u>	<u>HCD Median</u>	<u>HUD Median</u>
1 Person	\$61,050	
2 Persons	69,750	
3 Persons	78,500	
4 Persons	87,200	87,200
5 Persons	94,200	
6 Persons	101,150	
7 Persons	108,150	

**II. Household Income Limits as Defined by the California Health & Safety Code**

	<u>Low Income (Section 50093)</u>	<u>Moderate Income (Section 50093)</u>
1 Person	\$33,750 - \$53,950	\$53,950 - \$73,250
2 Persons	38,550 - 61,650	61,650 - 83,700
3 Persons	43,350 - 69,350	69,350 - 94,200
4 Persons	48,150 - 77,050	77,050 - 104,650
5 Persons	52,050 - 83,250	83,250 - 113,000
6 Persons	55,900 - 89,400	89,400 - 121,400
7 Persons	59,750 - 95,550	95,550 - 129,750

**III. California Health & Safety Code Section 50053 Affordable Housing Cost Calculations**

	<u>Low Income</u>			
	<u>Studio</u>	<u>1-Bdrm</u>	<u>2-Bdrm</u>	<u>3-Bdrm</u>
Benchmark Household Size	1	2	3	4
% of HCD Median Income	60%	60%	60%	60%
Household Income for Rent Calculation	\$36,630	\$41,850	\$47,100	\$52,320
% of Income Allotted to Gross Rent	30%	30%	30%	30%
Allowable Gross Rent	\$916	\$1,046	\$1,178	\$1,308
(Less) Utilities Allowance	28	39	47	76
Allowable Net Rent	\$888	\$1,007	\$1,131	\$1,232
	<u>Moderate Income</u>			
	<u>Studio</u>	<u>1-Bdrm</u>	<u>2-Bdrm</u>	<u>3-Bdrm</u>
Benchmark Household Size	1	2	3	4
% of HCD Median Income	110%	110%	110%	110%
Household Income for Rent Calculation	\$67,155	\$76,725	\$86,350	\$95,920
% of Income Allotted to Gross Rent	30%	30%	30%	30%
Allowable Gross Rent	\$1,679	\$1,918	\$2,159	\$2,398
(Less) Utilities Allowance	28	39	47	76
Allowable Net Rent	\$1,651	\$1,879	\$2,112	\$2,322

<sup>1</sup> Based on utilities published by (OCHA 10/1/2012). Includes Gas: Cooking, Heating, Water Heater. Electric: Basic.

Prepared by: Keyser Marston Associates, Inc.  
File name: Pedigo\_Inc\_Rent Exh\_6\_11\_13; Inc\_Rent