



**CITY OF NEWPORT BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION ACTION REPORT**

TO: CITY COUNCIL, CITY MANAGER AND PLANNING COMMISSION

FROM: Kimberly Brandt, Community Development Director  
Brenda Wisneski, Deputy Community Development Director

SUBJECT: Report of actions taken by the Planning Division staff for the week ending  
January 18, 2013

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**COMMUNITY DEVELOPMENT DIRECTOR  
OR PLANNING DIVISION STAFF ACTIONS**

Item 1: Metro PCS Telecommunications Facility Permit No. TP2012-008 (PA2012-096)  
105 Main Street

Action: Approved

Council District 1

**APPEAL PERIOD:** An appeal may be filed with the Director of Community Development or City Clerk, as applicable, within fourteen (14) days following the date the action or decision was rendered unless a different period of time is specified by the Municipal Code (e.g., Title 19 allows ten (10) day appeal period for tentative parcel and tract maps, lot line adjustments, or lot mergers). For additional information on filing an appeal, contact the Planning Division at 949 644-3200.

Lt. Dennis Birch, NBPD (*Telecom Permit*)



## COMMUNITY DEVELOPMENT DEPARTMENT

### PLANNING DIVISION

3300 Newport Boulevard, Building C, Newport Beach, CA 92663

(949) 644-3200 Fax: (949) 644-3229

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## **COMMUNITY DEVELOPMENT DIRECTOR ACTION LETTER**

**APPLICATION:** Telecommunications Permit No. TP2012-008 (PA2012-096)

**APPLICANT:** The Derna Group

**CARRIER:** Metro PCS

**LOCATION:** 105 Main Street  
Metro PCS Telecom Permit

**LEGAL DESCRIPTION** Lots 12 through 16 in Block 10 of the Balboa Tract, as shown on a map recorded in book 4, page 11 of miscellaneous maps, records of Orange County, California

On January 16, 2013, the Community Development Director approved Telecommunications Permit No. TP2012-008. This approval is based on the findings and subject to the following conditions attached to this report (Attachment No. CD 1).

The scope of work complies with the standards for historic preservation identified in the conservation agreement recorded on December 24, 1985. This letter serves as written approval that the proposed alterations are consistent with the purpose and intent of the conservation agreement.

In approving this application, the Community Development Director analyzed issues regarding compliance with Chapter 15.70 of the Newport Beach Municipal Code and determined in this case that the proposed wireless telecommunications facility ("telecom facility") meets the provisions of Chapter 15.70.

### **PROJECT SUMMARY**

The Derna group has submitted an application on behalf of Metro PCS requesting a telecom permit to allow a co-located Metro PCS telecommunications facility consisting of four panel antennas, one GPS antenna, and one 2-ft microwave antenna mounted behind new RF transparent screens within the existing cupola of the Balboa Inn. Also included in the request are four equipment cabinets and associated support equipment located within a mechanical room located at the ground level of the existing structure.

### **ZONING DISTRICT/GENERAL PLAN**

- **Zone:** CV (Visitor Serving Commercial)
- **General Plan:** CV (Visitor Serving Commercial)

## **BACKGROUND**

The project site currently has one other telecommunications carrier, Verizon Wireless. The antennas for Verizon were constructed in 1995. The Verizon Wireless equipment is provided within an existing equipment room at the roof deck level. The proposed Metro PCS antennas will be collocated with the Verizon Wireless antennas in the Balboa Inn cupola.

## **FACILITY DESCRIPTION**

The project includes four panel antennas, one antenna per sector over four sectors. The panel antennas measure approximately 2 feet 8 inches in height, 6.2 inches in width, and 2.7 inches in depth. One microwave antenna is proposed, measuring 27.5 inches in diameter by 11 inches in depth. Additionally, one GPS antenna is proposed, which will be mounted behind the existing roof deck parapet at a maximum height of 38 feet.

Four equipment cabinets are proposed inside the existing building within the ground level mechanical equipment room. The equipment cabinets include a BTS equipment cabinet, battery cabinet, and indoor Ericson 6201 cabinet, all mounted on the existing deck. Associated equipment within the mechanical equipment room includes an HVAC unit, a diplexer mounted on a rack, PPC cabinet mounted on a new enclosure wall, and a telco cabinet mounted on the new enclosure wall.

## **HEIGHT**

The subject property is zoned CV (Visitor-Serving Commercial) and has a maximum height limit of 26 feet for a flat structure, and 31 feet for a sloped structure. The facility is proposed within the existing cupola with the maximum height of antennas at 59 feet 7 inches above grade where the existing cupola is 64 feet 3 inches in height. The existing building and cupola, constructed in 1930, is over the maximum height limit of 31 feet permitted, and is considered a non-conforming structure.

Non-conforming structures are allowed to remain by right under Title 20 (the Zoning Code) of the Newport Beach Municipal Code (NBMC). The Telecom Ordinance, NBMC Chapter 15.70, allows stealth facilities to be installed on structures that are permitted by right under Title 20 (Section 15.70.050.A). The definition of a stealth facility, per Section 15.70.030, is as follows:

*Stealth or Stealth Facility means a telecom facility in which the antenna, and sometimes the support equipment, are hidden from view in a false tree, monument, cupola, or other concealing structure which either mimics, or which also serves as, a natural or architectural feature. Concealing structures which are obviously not such a natural or architectural feature to the average observer do not qualify within this definition.*

The facility, which includes antennas screened behind false panels in the cupola, complies with the definition for a stealth facility and is thus permitted at the proposed height.

## **DESIGN STANDARDS**

Section 15.70.060 (Design Standards) of the NBMC establishes design standards, and provides criteria for consideration by the reviewing authority, which includes blending, screening, and size of the proposed facility. In this case, the proposed antennas will be screened behind RF panels painted to match the color of the cupola wall on which they are mounted. The support equipment will be screened and housed in a mechanical equipment room within the building at ground level.

## **CONSERVATION EASEMENT**

The Balboa Inn is subject to a conservation agreement (provided as Attachment No. PC 3) between Balboa Improvements, Ltd. and the City of Newport Beach. The agreement acknowledges the architectural and historical significance of the building façade. The agreement requires the consent of the City of Newport Beach prior to, “any change to the face of the building as it exists, including alteration, partial removal, construction, remodeling, physical or structural change, demolition, sandblasting, or other forms of abrasive cleaning, or change in color of the surface of the façade.”

The proposed project involves the removal and replacement of portions of the existing cupola façade to accommodate the new antennas. The façade will be replaced by new RF transparent screens, which will be blended and painted to match the existing cupola features. Staff believes the proposed work meets the intent of the conservation agreement to preserve the appearance and structural soundness of the façade of the building.

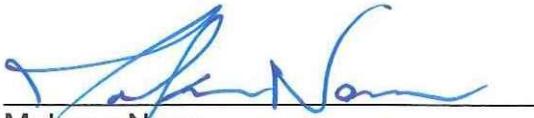
Additionally, the Balboa Inn is listed on the National Register of Historic Places. The State Historic Preservation Office (SHPO) has reviewed a collocation submission packet provided by the applicant for compliance with the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertaking Approved by the Federal Communications Commission*. The SHPO has determined that the proposed work, “will not adversely affect historic properties.” The letter from the State Historic Preservation Officer identifies the proposed work as reversible and that it follows the Rehabilitation treatment of the Secretary of the Interior Standard’s for the Treatment of Historic Properties. Refer to the SHPO letter provided as Attachment No. CD 4. A copy of the full submission packet is provided in the project file.

## **APPEAL PERIOD**

Telecommunications Facility applications do not become effective until 14 days after the date of action, during which time the applicant or any interested party may appeal the decision of the Community Development Director and division staff to the City Council by submitting a written appeal application to the City Clerk. For additional information on filing an appeal, contact the City Clerk at 949 644-3005.

On behalf of Kimberly Brandt, Community Development Director

By:



Makana Nova  
Assistant Planner

GR/mkn

Attachments: CD 1 Findings and Conditions of Approval  
CD 2 Vicinity Map  
CD 3 Conservation Agreement  
CD 4 SHPO letter  
CD 5 Site Photos  
CD 6 Photo Simulations  
CD 7 Project Plans

# **Attachment No. CD 1**

Findings and Conditions of Approval

**FINDINGS AND  
CONDITIONS OF APPROVAL  
TELECOMMUNICATIONS PERMIT NO. TP2012-008  
(PA2012-096)**

**FINDINGS**

1. The telecommunications facility as proposed meets the intent of Chapter 15.70 of the Newport Beach Municipal Code (NBMC), while ensuring public safety, reducing the visual effects of telecom equipment on public streetscapes, protecting scenic ocean and coastal views, and otherwise mitigating the impacts of such facilities for the following reasons:
  - The proposed telecom facility will not be detrimental to public health or safety because it is required to comply with the applicable rules, regulations and standards of the Federal Communications Commission (FCC) and the California Public Utilities Commission (CPUC).
  - The telecom facility is located on an existing building, and any future proposed facility to be located within 1,000 feet of the existing facility shall be required to co-locate on the same site to limit the adverse visual effects of proliferation of facilities in the City.
  - Due to the location or design of the facility, there is no impact to public views.
  
2. The telecommunications facility as proposed conforms to the technology, height, location and design standards for the following reasons:
  - The telecom facility approved under this permit utilizes the most efficient and diminutive available technology in order to minimize the number of facilities and reduce the visual impact.
  - The subject property is zoned Commercial Visitor-Serving (CV) and has a maximum height limit of 26 feet for a flat structure, and 31 feet for a sloped structure. The existing building, which was constructed in 1930, is nonconforming due to the fact that it was constructed prior to the establishment of zoning districts and development regulations. Section 15.70.050A, allows stealth facilities to be installed on structures that are permitted by right under Title 20. The facility, as currently proposed, complies with the definition for a stealth facility as all of the antennas will be screened from view behind RF panels that mimic the existing building's architecture.
  - The antennas for the telecom facility approved by this permit will be located within the cupola behind RF panels painted to match the color of the wall on which they are mounted so that they are blended and screened from public view in a manner consistent with the architectural style, color and materials

of the building to avoid adverse impacts to views from land or buildings at higher elevations.

- The support equipment for the telecom facility will be placed within the building.
  - The scope of work complies with the standards for historic preservation identified in the conservation agreement recorded on December 24, 1985. This letter serves as written approval that the proposed alterations are consistent with the purpose and intent of the conservation agreement.
  - The project has received the consent of the State Historic Preservation Office.
3. This project has been reviewed, and it has been determined that it is categorically exempt from the requirements of the California Environmental Quality Act under Section 15303 Class 3 (New Construction or Conversion of Small Structures) for the following reason(s):
- The project includes the collocation and expansion of a telecommunications facility within an existing structure.

### **CONDITIONS**

1. The development shall be in substantial conformance with the approved plot plan, antenna and equipment plans, and elevations, except as noted in the following conditions.
2. Anything not specifically approved by this Telecom Permit is not permitted and must be addressed in a separate and subsequent Telecom Permit review.
3. The telecom facility approved by this permit shall comply with all applicable rules, regulations and standards of the Federal Communications Commission (FCC) and the California Public Utilities Commission (CPUC).
4. The telecom facility shall comply with all regulations and requirements of the Uniform Building Code, Uniform Fire Code, Uniform Mechanical Code and National Electrical Code. All required permits shall be obtained prior to commencement of the construction.
5. The telecom facility approved by the permit shall comply with any easements, covenants, conditions or restrictions on the underlying real property upon which the facility is located.
6. City approval for compliance with the conservation agreement, recorded on December 24, 1985, shall be obtained by the applicant for any change in the scope of work.

7. Any future facilities proposed by other carriers to be located within 1,000 feet from the subject property shall be approved to co-locate at the same site by the property owner or authorized agent, unless otherwise approved by the Planning Division.
8. Prior to issuance of building permits, a deposit of \$5,000 shall be paid to the City of Newport Beach. This deposit is required by the Planning Division to ensure preparation and submittal of the RF Compliance and Radiation Report, referenced in the above Condition. The deposit will be used to defray any and all fees associated with review of the report by an independent technical consultant, pursuant to Section 15.70.070 B-10 of the Telecom Ordinance. Any unused deposit fees will be refunded to the applicant upon determination of compliance with the approved frequency and FCC standards.
9. Prior to issuance of building permits, the applicant shall obtain a determination, in writing, from the Coastal Commission that the project as proposed is not a development under the California Coastal Act, or obtain Coastal Commission approval of the wireless telecommunications facility.
10. Prior to the issuance of any building, mechanical and/or electrical permits, architectural drawings and structural design plans shall be submitted to the City of Newport Beach for review and approval by the applicable departments. A copy of this approval letter shall be incorporated into the drawings approved for the issuance of permits.
11. Prior to final of building permits, the RF panels shall be painted and blended to match the existing cupola wall of the Balboa Inn.
12. The applicant shall not prevent the City of Newport Beach from having adequate spectrum capacity on the City's 800 MHz radio frequencies at any time.
13. Should interference with the City's Public Safety radio equipment occur, use of the telecom facility authorized by this permit shall be suspended until the radio frequency interference is corrected and verification of the compliance is reported.
14. The facility shall transmit at a frequency range of 1985- to 1990 MHz and 2135-2140 MHz, and shall receive at a frequency range of 1905 to 1910 MHz, and 1735-1740 MHz. Any change or alteration to the frequency range shall require the prior review and approval of the Planning Division.
15. The applicant recognizes that the frequencies used by the cellular facility located at **105 Main Street** are extremely close to the frequencies used by the City of Newport Beach for public safety. This proximity will require extraordinary "comprehensive advanced planning and frequency coordination" engineering measures to prevent interference, especially in the choice of frequencies and radio ancillary hardware. This is encouraged in the "Best Practices Guide" published by the Association of Public-safety Communications Officials-International, Inc. (APCO), and as endorsed by the Federal Communications Commission (FCC).

16. Within 30 days after installation of the telecom facility, during which time the telecom facility may be allowed operate under a 30-day temporary certificate of occupancy, a radio frequency (RF) compliance and radiation report prepared by a qualified RF engineer acceptable to the City shall be submitted in order to demonstrate that the facility is operating at the approved frequency and complies with FCC standards for radiation. If the report shows that the facility does not so comply, the use of the facility shall be suspended until the facility is modified to comply and a new report has been submitted confirming such compliance.
17. The applicant shall provide a “single point of contact” in its Engineering and Maintenance Departments that is monitored 24 hours per day to insure continuity on all interference issues, and to which interference problems may be reported. The name, telephone number, fax number and e-mail address of that person shall be provided to the Planning Division and Newport Beach Police Department’s Support Services Commander prior to activation of the facility.
18. Appropriate information warning signs or plates shall be posted at the access locations and each transmitting antenna. In addition, contact information (e.g. a telephone number) shall be provided on the warning signs or plates to arrange for access to the roof top area. The location of the information warning signs or plates shall be depicted on the plans submitted for construction permits.
19. No advertising signage or identifying logos shall be displayed on the telecom facility except for small identification, address, warning and similar information plates. A detail of the information plates depicting the language on the plate shall be included in the plans submitted for issuance of building permits.
20. The telecom facility shall not be lighted except as deemed necessary by the Newport Beach Police Department for security lighting. The night lighting shall be at the lowest intensity necessary for that purpose and such lighting shall be shielded so that direct rays do not shine on nearby properties. Prior to the final of building permits, the applicant shall schedule an evening inspection by the Code Enforcement Division to confirm compliance with this condition.
21. The operator of the telecom facility shall maintain the facility in a manner consistent with the original approval of the facility.
22. Should the property be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the applicant, current property owner or leasing agent.
23. The applicant shall ensure that lessee or other user(s) shall comply with the terms and conditions of this permit, and shall be responsible for the failure of any lessee or other users under the control of the applicant to comply.
24. Any operator who intends to abandon or discontinue use of a telecom facility must notify the Planning Division by certified mail no less than 30 days prior to

such action. The operator or property owner shall have 90 days from the date of abandonment or discontinuance to reactivate use of the facility, transfer the rights to use the facility to another operator, or remove the telecom facility and restore the site.

25. The City reserves the right and jurisdiction to review and modify any telecom permit approved pursuant to Chapter 15.70 of the Newport Beach Municipal Code, including the conditions of approval, based on changed circumstances. The operator shall notify the Planning Division of any proposal to change the height or size of the facility; increase the size, shape or number of antennas; change the facility's color or materials or location on the site; or increase the signal output above the maximum permissible exposure (MPE) limits imposed by the radio frequency emissions guidelines of the FCC. Any changed circumstance shall require the operator to apply for a modification of the original telecom permit and obtain the modified telecom permit prior to implementing any change.
26. This telecom permit may be modified or revoked by the City Council should they determine that the facility or operator has violated any law regulating the telecom facility or has failed to comply with the requirements of Chapter 15.70 of the NBMC, or this telecom permit.
27. This approval shall expire unless exercised within 24 months from the date of approval.
28. To the fullest extent permitted by law, applicant shall indemnify, defend and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to City's approval of the Metro PCS Telecom Permit including, but not limited to, the TP2012-008 (PA2012-096). This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed in this condition.
29. If any of the existing public improvements surrounding the site is damaged by the private work, new concrete sidewalk, curb and gutter, alley/street pavement, and other public improvements will be required by the City at the time of private construction completion. Said determination and the extent of the repair work shall be made at the discretion of the Public Works Inspector.

30. The storage of all project related equipment during construction shall be on-site and outside the public right-of-way.
31. An approved Encroachment Permit is required for all work activities within the public right-of-way. Any lane closures will require Traffic Control Plans.
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32. All work in the public rights-of-way shall follow the City's Municipal Code Chapter 13.20.

# Attachment No. CD 2

Vicinity Map

# VICINITY MAP

105 Main Street



Telecommunications Permit No. TP2012-008  
(PA2012-096)

# **Attachment No. CD 3**

Conservation Agreement

85-515072

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Griswold's Development Corporation  
3152 Redhill, Suite 230  
Costa Mesa, CA 92625  
Attention: Raymond L. Sanford

\$ 31.00  
C6

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

-9 40 AM DEC 24 '85

*John A. Branch* COUNTY  
RECORDER

CONSERVATION AGREEMENT

This Conservation Agreement ("Easement") is made as of the 20th day of December, 1985, by and between Balboa Improvements, Ltd., a California limited partnership ("Grantor") and the City of Newport Beach, a municipal corporation ("Grantee").

Recitals

A. Grantor is the record owner of certain real property located at 105 Main Street in the City of Newport Beach, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"). The Land is improved with a three story building, commonly known as the Balboa Inn (the "Building"). (The Land and the Building are sometimes hereinafter collectively referred to as the "Property").

B. The facade of the Building is one of architectural and historical significance containing features depicted and described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Grantee is a nonprofit municipal corporation authorized and qualified to accept charitable gifts of easements for the purpose of preserving buildings, structures and sites of historical, architectural or cultural significance.

D. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a conservation easement in

and to the facade of the Building, for the purpose of preserving the architecturally and historically significant features of the Building upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, incorporating herein by this reference the foregoing recitals and in reliance thereon, and in consideration of the mutual covenants and restrictions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby irrevocably grants and conveys to Grantee, for the purpose of preserving the facade of the Building, a conservation easement in perpetuity in and to the facade of the Building, which consists of all exterior surfaces and parts of the Building, including all exterior walls, roofs, skylights, windows, balconies, exterior doors, exterior stairways, porches, exterior columns, entablature, chimneys and all exterior architectural, ornamental and decorative features of the Building, including pilasters, shutters and statuary.

2. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor hereby covenants and agrees as follows:

(a) Grantor shall have no right to do, permit or suffer to be done any of the following without the prior written consent of Grantee:

(i) Make any change to the facade of the Building as it exists on the date hereof, including, without limitation, any alteration, partial removal, construction, remodeling, physical or structural change, demolition, sandblasting or other forms of abrasive cleaning, or change in the color or surface of the facade;

(ii) Expand the Building either vertically or horizontally in any manner whatsoever;

(iii) Dump or store on the Land any ashes, sawdust, bark, decaying organic material, trash, rubbish, construction material, junk, scrap or other unsightly or offensive materials which are visible from public roads or streets;

(iv) In the event of any casualty damage to the Building's facade, make any repairs or reconstruction of the facade, other than temporary emergency work to prevent further damage to the facade or to protect public safety; or

## (v) Subdivide the Land.

Grantee's approval for any of the actions set forth in this subsection 2(a) shall be requested by written notice from Grantor to Grantee specifying in reasonable detail the proposed action or actions and the expected commencement date thereof, which notice shall be at least sixty (60) days in advance of the date specified for commencement of the proposed action. Grantee shall have sixty (60) days after receipt of such notice in which to approve or reasonably disapprove the specified action or actions. If no notice of disapproval is given by Grantee within said sixty (60) day period, Grantee shall be deemed to have approved the action or actions specified in said notice. Grantee agrees that the review and approval by Grantee of the proposed action and the plans and specifications are solely for Grantee's benefit. Grantee shall have no duty to warn Grantor, nor shall Grantee be deemed to have made a representation or warranty to Grantor with respect to the safety, adequacy, correctness, efficiency or compliance with law of the plans and specifications, the proposed action or any matter with respect thereto.

(b) Grantor, at its sole cost and expense, shall keep, maintain and repair the Building so as to preserve the appearance and structural soundness of the facade and to otherwise maintain the Building in good repair. Nothing contained herein shall be deemed to require or otherwise make Grantee liable to contribute any money or services to the maintenance of the Building.

(c) Grantee and its representatives, inspectors and consultants shall be permitted to enter and inspect the Land and the Building at reasonable times upon reasonable prior written notice to Grantor to determine whether the terms of this Easement are being complied with and to enforce the same. Grantor will cooperate with Grantee and any such representatives, inspectors and consultants retained by Grantee.

(d) Grantor, at no expense to Grantee, shall maintain insurance with reasonable insurance carriers against such risks and in such amounts as is customarily carried by businesses similar to that conducted by Grantor on the Land, including, without limitation, public liability insurance and insurance against loss or damage to the Building by fire and any of the risks covered by the insurance of the type known as "fire and extended coverage," in the full replacement cost of the Building, and with Grantee named as an additional insured. Upon request therefore by Grantee, Grantor shall promptly deliver to Grantee certificates of insurance for each policy required hereunder. All

such policies shall contain a provision that, notwithstanding any contrary agreement between Grantor and the insurance company, such policies will not be cancelled, allowed to lapse without renewal, surrendered or materially reduce in scope or limits of coverage without at least thirty (30) days prior written notice to Grantee. At least thirty (30) days prior to the expiration of each required policy, Grantor shall deliver to Grantee evidence reasonably satisfactory to Grantee of the payment of the premium and the renewal or replacement of such policy.

(e) If the Building or any part thereof shall be damaged or destroyed, Grantor shall give prompt written notice to Grantee of such damage or destruction and any emergency work completed or contemplated by Grantor. Within two (2) weeks of the date of such damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect acceptable to Grantor and Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of existing fabric or the reconstruction of destroyed fabric; and (iii) an estimate of such restoration and reconstruction work necessary to return the Building to the condition existing immediately prior to such damage or destruction. If in the reasonable opinion of Grantee, after reviewing such report, the purpose and intent of this Easement will be served, Grantor shall be required to restore or reconstruct the Building according to plans and specifications submitted pursuant to Paragraph 2 hereof. If in the opinion of Grantee any restoration or reconstruction would not serve the purpose and intent of this Easement, Grantor shall not be required to restore or reconstruct the Building, but Grantor may, at its option, restore or reconstruct the Building provided Grantor complies with the provisions of this Easement. If Grantee determines that restoration or reconstruction of the Building would not serve the purpose and intent of this Easement and Grantor determines not to restore or reconstruct the Building, Grantee agrees to relinquish all right, title and interest in this Easement and quitclaim this Easement to Grantor.

(f) If any action or proceeding be commenced for the taking of the Building, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same be taken or damages by reason of any public improvement or condemnation proceeding, or in any other manner, or if Grantor receives any notice or other information regarding such proceeding, action, taking or damage, Grantor shall give prompt written notice thereof to Grantee. Grantee

shall be entitled at its option to participate in any action or settlement with respect to any condemnation awards and to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

(g) To the fullest extent permitted by law, Grantor shall indemnify, defend and hold Grantee, its officers, directors, agents and employees harmless from and against (i) all real property taxes and general or special assessments assessed and levied against the Building and/or the Land and (ii) all claims, demands, liabilities, losses, costs, damage and expense, of any kind or nature (including, without limitation, reasonable attorneys' fees and costs, whether or not suit is brought) arising out of this Easement, the conveyance or possession thereof or the exercise of any rights hereunder, unless such suit, claim or demand is caused solely by the negligence or willful misconduct of Grantee.

3. Grantee's Covenants.

(a) Grantee covenants and agrees to inspect from time to time the facade of the Building for compliance with the terms and provisions of this Easement.

(b) Grantee agrees that this Easement may, at a lender's election, be subject and subordinate to any mortgage, deed of trust or other security instrument (collectively "Lender's Deed of Trust") which hereafter may be executed by Grantor, or its successors or assigns in interest with respect to the Property for the purpose of securing any construction, interim or permanent loans made by a bank, savings and loan association, insurance company or other lender (collectively "Lender") with respect to the Property. Without limiting the effectiveness of the foregoing subordination provision, Grantee further agrees to execute and deliver to Grantor from time to time, promptly after any request therefor by Grantor or Lender, any and all specific subordination agreements, instruments and other documentation as may reasonably be required by any such Lender to evidence or effect the subordination of this Easement as herein provided.

4. Statutory Authority. This instrument is made pursuant to California Civil Code Sections 815 - 816, inclusive, Conservation Easements, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this instrument create a conservation easement which is an interest in real property, transferable in accordance with

85-515072

the provisions of Paragraph 10, perpetual in duration, running with the Land and enforceable against Grantor, its successors and assigns notwithstanding any lack of privity of contract or estate or any lack of specified, benefited land.

5. Remedies of Grantee. In the event of a violation or breach by Grantor of any provision of this Easement, Grantee in addition to any remedies now or hereafter provided by law or in equity, shall have all the remedies set forth in California Civil Code Section 815.7, as it may be amended from time to time, or any successor statute thereto. Grantee shall deliver to Grantor written notice of any such alleged violation or breach by Grantor. Following receipt of said notice, Grantor shall have thirty (30) days within which to cure such violation or breach or to commence to cure such violation or breach and thereafter diligently prosecute to completion such cure in the event such cure cannot be completed in said thirty (30) day period. If Grantor fails to effect such cure or to commence such cure within said thirty (30) day period, Grantee may, without obligation to do so, and without releasing Grantor from any obligation to do so, enter upon the Land, correct any violation in such manner and to such extent as Grantee deems reasonably necessary and hold Grantor responsible for the cost thereof. Grantor shall immediately upon demand by Grantee, pay to Grantee an amount equal to the costs and expenses incurred by Grantee in connection with the exercise of the foregoing rights, including, without limitation, reasonable attorneys' fees and costs (whether or not any action or proceeding is brought to enforce the provisions hereof), together with interest thereon at the maximum rate permitted by law until paid. No failure or delay on the part of Grantee in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. The waiver of power, right or privilege hereunder must be in writing, and such a waiver of such power, right or privilege in a particular instance shall not be construed as a waiver thereof in other instances.

6. Notices. Any notice or demand by either party to the other in connection with this Easement shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid, return receipt requested, to the address of the party shown below or such other address which the party may specify in compliance with this Paragraph 6. Such notice or demand, if sent by mail, shall be deemed given three (3) days after deposit in

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the United States mail and, if delivered by hand, shall be deemed given when delivered.

If to Grantor: Balboa Improvements, Inc.  
A California Limited Partnership  
3152 Redhill, Suite 230  
Costa Mesa, CA 92626  
Attention: Raymond L. Sanford

If to Grantee: City Clerk  
City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, CA 92663

7. Compliance with Applicable Ordinances. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinances or requirements of any governmental authorities having jurisdiction over the Land and the Building, construction thereon or the use thereof, including, without limitation, any ordinances or requirements concerning building materials, construction methods, fire safety, and emergency or energy related standards. In the event of any conflict between any such ordinance and the terms hereof, the ordinance shall prevail and Grantor promptly shall notify Grantee of any such conflict and shall cooperate with Grantee and any other appropriate authority to accommodate the purposes of both this Easement and such ordinance.

8. Severability. If any provision of this Easement or any application thereof is determined by a court of competent jurisdiction to be illegal or unenforceable, all of the other terms, provisions and sections hereof and any other application thereof will nevertheless remain effective and be in force to the fullest extent permitted by law.

9. Easement Runs with the Land. The obligations imposed by this Easement shall be deemed to run in perpetuity as a binding servitude with the Land. This instrument shall extend to and be binding upon Grantor, its successors and assigns and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons.

10. Assignment. This Easement shall survive any termination of Grantee's existence and shall run for the benefit of and may be enforced by Grantee's successors and assigns, or by its designees duly authorized in a deed of appointment. Any successor or assign shall be a "qualified organization" described in Section 170(h)(3) of the Internal Revenue Code or any successor statute and any such successor or assign shall be obligated to carry out the

purposes of this Easement as set forth herein. Any assignment of this Easement which is contrary to the provisions hereof shall be prohibited.

11. Enforcement Costs. Grantor agrees to pay all costs, expenses and charges, including reasonable attorneys' fees and costs, which may be incurred by Grantee in the enforcement of this Easement; whether or not any action or proceeding is brought to enforce the provisions hereof.

12. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of California.

13. Further Assurances. Grantor hereby covenants and agrees to execute and deliver to Grantee from time to time, promptly after any request therefor by Grantee, any and all instruments, agreements and documents which Grantee may reasonably require, and to perform such other acts as may be necessary or desirable, to carry out the purposes of this Easement.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first above written.

Balboa Improvements, Ltd., a California Limited Partnership

By: Pentagon/Balboa Improvement Partners, a California Limited Partnership

By: Griswold's Development Corporation, a California Corporation, Its General Partner

By: Raymond L. Sanford  
Raymond L. Sanford,  
President

"GRANTOR"

APPROVED AND ACCEPTED BY:

City of Newport Beach

By: Philip R. Maurer  
Philip R. Maurer,  
Mayor

"GRANTEE"

ATTEST:

Wanda Raggio  
Wanda Raggio,  
Clerk



APPROVED AS TO FORM:

Robert H. Burnham  
Robert H. Burnham, City  
Attorney

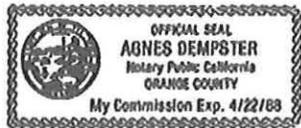
85-515072

STATE OF CALIFORNIA        )  
                                  )  SS:  
COUNTY OF ORANGE         )

On this 20th day of December, 1985, before me, a Notary Public in and for said State, personally appeared Raymond L. Sanford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President on behalf of Griswold's Development Corporation, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors, said corporation being known to me to be one of the partners of Pentagon/Balboa Improvement Partners, the limited partnership that executed the within instrument, said partnership being known to me to be one of the partners of Balboa Improvements, Ltd., the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership also executed the same.

WITNESS my hand and official seal.

*Agnes Dempster*  
\_\_\_\_\_  
Notary Public



STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On this <sup>23RD (mlh)</sup> 20th day of December, 1985, before me, a Notary Public, State of California, personally appeared Philip R. Maurer, known to me to be the Mayor of the City of Newport Beach, the municipal corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.



*Maureen L. Huffman*  
Notary Public  
State of California

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On this <sup>23RD (mlh)</sup> 20th day of December, 1985, before me, a Notary Public, State of California, personally appeared Wanda Raggio, known to me to be the City Clerk of the City of Newport Beach, the municipal corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.



*Maureen L. Huffman*  
Notary Public  
State of California

85-515072

LEGAL DESCRIPTION

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA COUNTY OF ORANGE, CITY OF NEWPORT BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 12, 13, 14, 15 AND 16 IN BLOCK 10 OF THE BALBOA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF BLOCK D OF THE BALBOA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID BLOCK D; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK D AND ITS SOUTHWESTERLY PROLONGATION TO AN INTERSECTION WITH A LINE LYING SOUTHWESTERLY OF, PARALLEL TO AND DISTANT 55.00 FEET MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF SAID BLOCK D; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 135.00 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 12 IN BLOCK 10 OF SAID BALBOA TRACT; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY PROLONGATION TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LINE OF BLOCK D; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 135.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "A"

85-515072

HISTORICAL FEATURES

The Balboa Inn is a group of two buildings, two and three stories in height, predominantly Spanish Colonial Revival in style, constructed in 1930 on the Boardwalk at Main Street in Balboa. Exterior features are distinctive of the popular style, appropriate to its Southern California coastal area setting. These features include massive, low, smooth stucco walls; red tile hipped roofs; three towers, one up to five stories; and other structural features and design details associated with the style, use, period, and orientation of the building. Construction is of stuccoed masonry reinforced by steel beams and rods on a concrete foundation.

The layout of the buildings on the approximately 1/3 acre beachfront site includes one large, L-shaped building (135' x 95') with a rectangular second building (89' x 43') in the area formed by the legs of the L. It is the latter building that faces the ocean and makes up the front, south facing, facade. The second principal facade (eastside) faces Main Street, and on the north and west sides are alleys and other buildings. In between the two Inn buildings is the resulting smaller L-shaped courtyard. The impression given by the pair is of one building, and in fact, the buildings are now connected by a second floor terrace at the short leg of the L.

The exterior of the building is essentially unaltered from its time of construction and subsequent years of historical significance.

The fenestration and window shape and design are configured and arranged according to the location and uses of the buildings, which were originally built for hotel rooms and apartments on the upper floors and shops and restaurant on the ground floor. These uses are perpetuated in the rehabilitation. On the upper floors on all but the west facade (where there are no windows) there are recessed openings, horizontally rectangular for multiple casement windows. On the ground floor are large arched openings with storefront style plate glass windows and doors as well as multipaned transoms above in the arched area. Framing the windows on the bottom are polychromatic Spanish tile bulkheads. Above, between the windows, historic period photos show carriage lantern style, wall-mounted light fixtures, none of which remain, but which will be the models for replacement fixtures.

EXHIBIT "B"

Several of the design elements that help to distinguish the building provoked Gebhard/Winter in Guide to Southern California Architecture to describe the construction as the Spanish Colonial Revival in the simplest of surfaces, but with parts of the construction as Andalusian and others as having a Regency and Moderne touch.

In association with the windows are a number of these details of interest, primarily on the oceanfront and Main Street facades. These details include five heavy, bracketed second floor window boxes that protrude out in a form modelled after a raised band that runs around the rectangular building at the same level. (Original plans refer to this as "plaster run moulds") The first floor windows below are separated by flush pilasters with simple capitals and bases that repeat in a less pronounced way the forms of the band and balconias. These first floor windows have always had some awnings, as have others around the building at varying times. The I-shaped building is also banded just below the second floor windows as well as at the roof line. However the oceanfront facade treatment of this building differs, with three heavy columns and arches creating a recessed, first floor area in front of the arched storefront windows and business doors. Above, the columns are repeated on a smaller scale forming a second floor loggia. On the corner next to the courtyard is a second floor Moorish styled false chimney.

The towers complement the otherwise low, horizontal feel of the buildings with vertical elements of appropriate scale, materials, and basis. At the primary corner of the Boardwalk and Main Street, a simple tower rises one extra floor with features such as a molded plaster corner entry treatment, a molded band, and clover shaped plaster vents. Atop the three story building on the long leg of the L toward the rear is an unadorned "penthouse" box originally designed to accommodate an elevator that was never installed here. The skylight remains. The main tower situated at the junction of the L, rises two extra stories and exhibits the most ornate features of the Inn. They include a tile topped, mock, bell cupola; tile and plaster vents of varying shapes; and an ocean facing large porthole. Four plaster finials and a walkway with wrought iron railing are gone but will be restored. Wrought iron is also used elsewhere in railings, window grills, and other details.

85-515072

Other exterior details have included wood spindles in the transoms, wood and wrought iron railings, stencilled beams and brackets, and stylized arc hedd windows- all on the courtyard facing walls. Those significant features which remain will be retained or, along with other features shown on the original plans, used to pattern some design details in the rehabilitation.

The interiors were not designed with the same architectural detail as the exterior of the building, as is evidenced in the original plans and substantiated through interviews. The plans show some details such as false fireplace mantels, none of which remain. The design for these mantels shown in the plans may be used for replicas in hotel rooms. Several remodellings have been undertaken with substantial interior demolition on the second and third floors as shown in 1963 and 1974 remodel plans. However, most walls-load bearing, demising, plumbing, and corridor- remain from the historic period and will be retained. On the first floor the wall configuration remains mostly intact, with the exception of a new kitchen area for the restaurant. The interior design features apparently never were significant and whatever original fabric there was, as utilitarian as it may have been, is now gone.

The general setting of the Inn includes buildings from the late 1920's and early 30's on the north and east sides. On the west is a 1970's condominium complex of similar scale. Across the Boardwalk is a 1950's added swimming pool and octagonal cabana joined to the second floor courtyard terrace of the Inn by a small bridge. The key to the setting of the Inn is its oceanfront location on the Balboa Peninsula and its proximity to the Main Street/ Balboa Boulevard intersection of similar vintage buildings. These elements remain intact. It is possible that this project will be a catalyst for other restoration in the immediate area.

# Attachment No. CD 4

SHPO Letter

**OFFICE OF HISTORIC PRESERVATION  
DEPARTMENT OF PARKS AND RECREATION**

1725 23<sup>rd</sup> Street, Suite 100  
SACRAMENTO, CA 95816-7100  
(916) 445-7000 Fax: (916) 445-7053  
calshpo@parks.ca.gov  
www.ohp.parks.ca.gov



December 4, 2012

Reply In Reference To: FCC\_2012\_1009\_005

Lorna Billat  
Earhtouch, Inc.  
3135 N. Fairfield Rd., Ste. D  
Layton, Utah 84041

RE: Balboa Inn/MLAX04249A, 105 Main St., Newport Beach, Collocation

Dear Ms. Billat:

Thank you for initiating consultation with me on behalf of the Federal Communications Commission (FCC) regarding your efforts to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f), as amended, and its implementing regulation found at 36 CFR Part 800. You do so under the terms of the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission, September 2004* (PA). You are requesting I concur that the above-referenced undertaking will not adversely affect historic properties.

The FCC's licensee or the tower company named as the applicant proposes to construct and operate an unmanned cellular communications facility at the above-referenced address. In addition to your project description, you have submitted maps, photographs, the results of a records search conducted at the regional information center, evidence of Native American consultation, and evidence of public notification.

The proposed project consists of the following components: establishment of a rectangular shaped approximate 12-foot by 15-foot equipment lease area within a storage room on the ground floor of the hotel for up to four electronic equipment cabinets and ancillary back-up batteries, and installation/mounting of four antennas in the interior of the existing cupola.

Per the identification efforts you determined that the subject property, the Balboa Inn, is listed on the National Register (NR) as an individual property by the Keeper (1S).

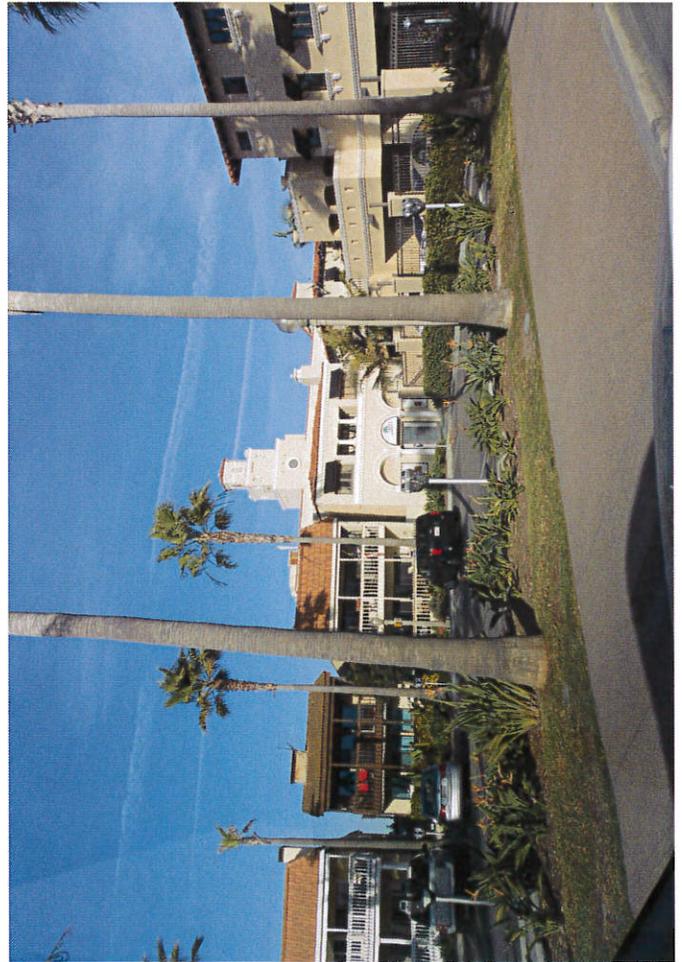
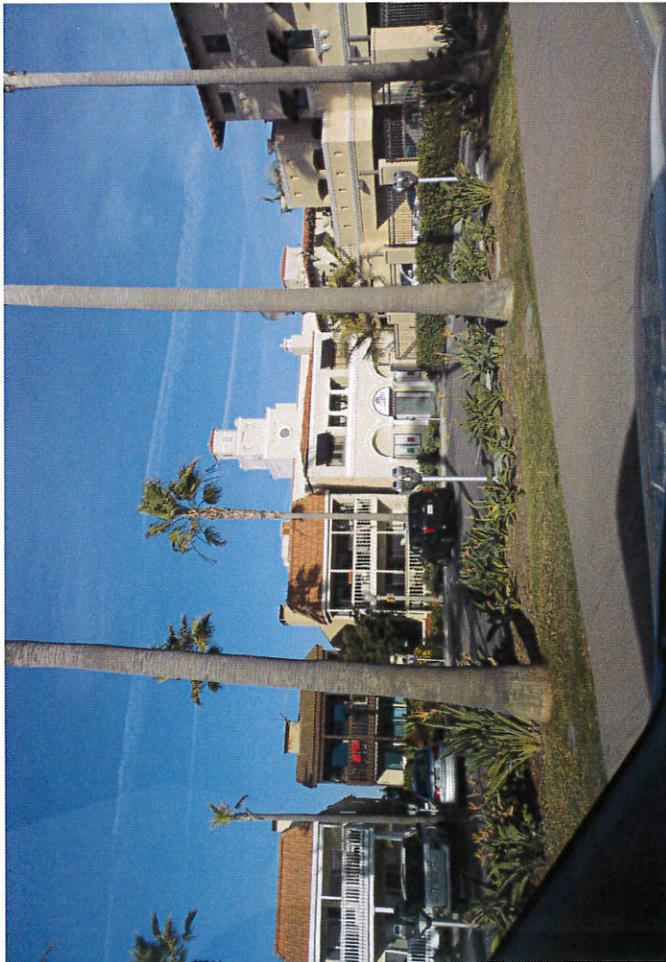
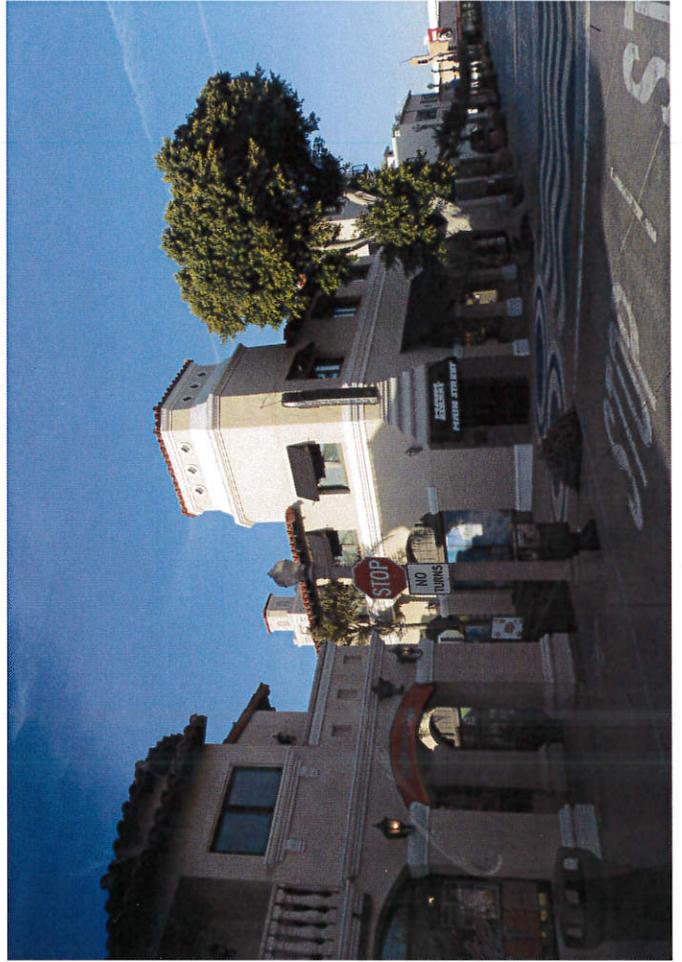
Having reviewed this information, I concur that the undertaking as described will not adversely affect historic properties. I recommend that the work performed in conjunction with this project is reversible and follows the Rehabilitation treatment of the *Secretary of the Interior Standard's for the Treatment of Historic Properties*.

Your consideration of historic properties in the project planning process is appreciated. If you have any questions, please contact Michelle C. Messinger, State Historian II of my staff at (916)445-7005 or at [Missinger@parks.ca.gov](mailto:Missinger@parks.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Carol Roland-Nawi, Ph.D." The signature is written in a cursive style with a large initial 'C'.

Carol Roland-Nawi, Ph.D.  
State Historic Preservation Officer



# **Attachment No. CD 6**

Photo Simulations



EXISTING



Proposed Antennas

PROPOSED

LOOKING NORTHWEST FROM PENINSULA PARK



EXISTING



PROPOSED

LOOKING SOUTHWEST FROM BALBOA BOULEVARD



EXISTING



PROPOSED

LOOKING SOUTHEAST FROM BALBOA BOULEVARD



EXISTING



PROPOSED

LOOKING NORTHEAST FROM OCEANFRONT

# **Attachment No. CD 7**

Project Plans

# METROPACS CALIFORNIA, LLC

a Delaware limited liability company

**MLAX04249A  
BALBOA INN  
105 MAIN STREET  
NEWPORT BEACH, CA 92661**

**MetroPCS California, LLC**  
a Delaware limited liability company  
350 COMMERCE, SUITE 200  
IRVINE, CA 92602

PROJECT INFORMATION:

**MLAX04249A  
BALBOA INN  
105 MAIN STREET  
NEWPORT BEACH, CA 92661**

CURRENT ISSUE DATE:

**8/28/12**

ISSUED FOR:

**ZONING**

REV.: DATE: DESCRIPTION: BY:

REV.	DATE	DESCRIPTION	BY
5	08/28/12	ANTENNA REVISION	CB
4	7/02/12	EQUIP RELOCATION	CB
3	6/20/12	EQUIP RELOCATION	CB
2	5/21/12	100% ZONING	DR
1	4/24/12	90% ZONING	GN

PLANS PREPARED BY:

**NATIONAL**  
ENGINEERING & CONSULTING, INC.  
27 ORCHARD, SUITE 200  
LAKE FOREST, CA 92630  
PHONE: (949) 716-9990  
FAX: (949) 716-9997

CONSULTANT:

DRAWN BY: CHK.: APV.:

GN JW JW

LICENSER:

SHEET TITLE:

**TITLE SHEET**

SHEET NUMBER:

**T-1**

**PROJECT TEAM:**

**SITE ACQUISITION:**

NAME: THE DERNA GROUP  
ADDRESS: 27 ORCHARD  
CITY, STATE ZIP: LAKE FOREST, CA 92630  
CONTACT: TANNER YOUNG  
PHONE: (714) 493-9935

**ZONING:**

NAME: THE DERNA GROUP  
ADDRESS: 27 ORCHARD  
CITY, STATE ZIP: LAKE FOREST, CA 92630  
CONTACT: TANNER YOUNG  
PHONE: (714) 493-9935

**RF ENGINEER:**

NAME: METROPACS  
ADDRESS: 350 COMMERCE, SUITE 200  
CITY, STATE ZIP: IRVINE, CA 92602  
CONTACT: JULIO GARCIA  
PHONE: (714) 730-2827

**CONSTRUCTION MANAGER:**

NAME: METROPACS  
ADDRESS: 350 COMMERCE, SUITE 200  
CITY, STATE ZIP: IRVINE, CA 92602  
CONTACT: JAY WOEMPNER  
PHONE: (951) 757-4957  
EMAIL: jwoempner@metropacs.com

**SURVEYOR:**

NAME: NATIONAL ENGINEERING & CONSULTING, INC.  
ADDRESS: 27 ORCHARD, SUITE 200  
CITY, STATE ZIP: LAKE FOREST, CA 92630  
PHONE: (949) 716-9990  
FAX: (949) 716-9997

**ENGINEER:**

NAME: NATIONAL ENGINEERING & CONSULTING, INC.  
ADDRESS: 27 ORCHARD, SUITE 200  
CITY, STATE ZIP: LAKE FOREST, CA 92630  
PHONE: (949) 716-9990  
FAX: (949) 716-9997

**PROJECT DESCRIPTION:**

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR PERSONAL COMMUNICATION SERVICES WIRELESS TELECOMMUNICATIONS NETWORK. A TOTAL OF (4) PANEL ANTENNAS, (1) 2'Ø MICROWAVE ANTENNA MOUNTED BEHIND NEW RF TRANSPARENT SCREEN OF EXISTING CUPOLA, AND (4) EQUIPMENT CABINETS INSIDE EXISTING BUILDING AT GROUND LEVEL ARE PROPOSED.

**CODE COMPLIANCE:**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

- |  |  |
|--|--|
| 1. 2010 CALIFORNIA ADMINISTRATIVE CODE   | 6. 2010 CALIFORNIA PLUMBING CODE (CPC) (2008 INTERNATIONAL PLUMBING CODE WITH CALIFORNIA AMENDMENTS) |
| 2. 2010 CALIFORNIA BUILDING CODE (CBC) (2008 INTERNATIONAL BUILDING CODE WITH CALIFORNIA AMENDMENTS)     | 7. ANSI/TIA-222-G LIFE SAFETY CODE NFPA-101  |
| 3. 2010 CALIFORNIA ELECTRICAL CODE (CEC) (2008 NATIONAL ELECTRICAL CODE WITH CALIFORNIA AMENDMENTS)      | 8. LOCAL BUILDING CODE   |
| 4. 2010 CALIFORNIA ENERGY CODE   | 9. CITY/COUNTY ORDINANCES  |
| 5. 2010 CALIFORNIA MECHANICAL CODE (CMC) (2008 INTERNATIONAL MECHANICAL CODE WITH CALIFORNIA AMENDMENTS) |  |

**PROJECT INFORMATION:**

**APPLICANT:**

NAME: METROPACS CALIFORNIA LLC  
ADDRESS: 350 COMMERCE, SUITE 200  
CITY, STATE ZIP: IRVINE, CA 92602  
CONTACT: JEFF CLARKE  
PHONE: (714) 730-3242

**UTILITY PROVIDERS:**

POWER COMPANY: SCE  
CONTACT: MIKE MARSHALL  
PHONE: (562) 448-4698

TELCO COMPANY: AT&T  
CONTACT: RHONDA CLARY-BYERS  
PHONE: (714) 666-5411

**PROPERTY INFORMATION:**

PROPERTY OWNER: BALBOA INN, LLC  
ADDRESS: 105 MAIN STREET  
CITY, STATE ZIP: NEWPORT BEACH, CA 92661  
CONTACT: RAY MARTIN  
PHONE: (310) 274-7988

JURISDICTION: CITY OF NEWPORT BEACH  
AREA OF CONSTRUCTION: 172 SQ. FT.  
CURRENT ZONING: CV-COMMERCIAL VISITOR SERVING  
TYPE OF CONSTRUCTION: V-N  
OCCUPANCY: U  
APN: 048-135-07 & 048-130-05  
COORDINATES: LATITUDE: 33°36'6.08"N  
LONGITUDE: 117°54'0.16"W

**DRIVING DIRECTIONS:**

DRIVING DIRECTIONS FROM METROPACS CALIFORNIA, LLC. OFFICE:

- DEPART COMMERCE TOWARD EL CAMINO REAL, TURN RIGHT ONTO EL CAMINO REAL
- TURN LEFT ONTO EL CAMINO REAL N, TURN RIGHT ONTO BRYAN AVE
- TURN RIGHT ONTO CULVER DR., TURN RIGHT ONTO UNIVERSITY DR
- KEEP STRAIGHT ONTO UNIVERSITY DR S, TURN LEFT ONTO JAMBOREE RD
- ROAD NAME CHANGES TO MARINE AVE., TURN RIGHT ONTO N BAYFRONT
- TURN LEFT ONTO AGATE AVE., TAKE BALBOA ISLAND FERRY
- TURN LEFT ONTO E EDGEWATER PL., TURN RIGHT ONTO MAIN ST
- ARRIVE AT 105 MAIN ST, NEWPORT BEACH, CA 92661

**VICINITY MAP:**

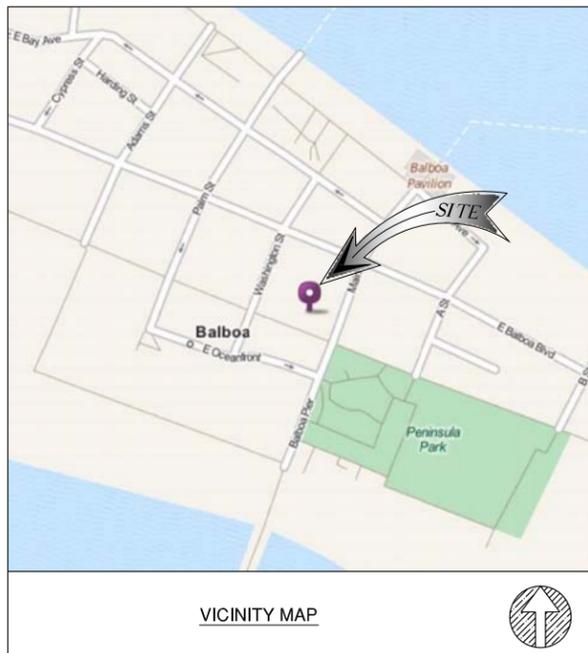


**SHEET INDEX:**

SHEET:	DESCRIPTION:
T-1	TITLE SHEET
LS-1	TOPOGRAPHIC SURVEY
LS-2	TOPOGRAPHIC SURVEY
A-1	BOUNDARY & SITE PLAN
A-2	EQUIPMENT PLAN AND ANTENNA LAYOUT
A-3	ARCHITECTURAL ELEVATIONS
A-4	ARCHITECTURAL ELEVATIONS

**APPROVALS:**

APPROVED BY:	NAME:	DATE:
OWNER:		
LEASING:		
ZONING:		
CONSTRUCTION MANAGER:		
RF ENGINEER:		
PROJECT MANAGER:		
NET OPS:		
UTILITY COORDINATOR:		



VICINITY MAP

**LEGAL DESCRIPTION**

PARCEL 1:  
 LOTS 12, 13, 14, 15 AND 16 IN BLOCK 10 OF THE BALBOA TRACT, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4 PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY.

PARCEL 2:  
 THAT PORTION OF BLOCK D OF THE BALBOA TRACT, IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4 PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID BLOCK D; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK D AND ITS SOUTHWESTERLY PROLONGATION TO AN INTERSECTION WITH A LINE LYING SOUTHWESTERLY OF, PARALLEL TO AND DISTANT 55.00 FEET MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF SAID BLOCK D; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 135.00 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 12 IN BLOCK 10 OF SAID BALBOA TRACT; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY PROLONGATION TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHEASTERLY LINE OF BLOCK D; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 135.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING

**SITE ADDRESS**  
 105 MAIN STREET, NEWPORT BEACH, CA 92661

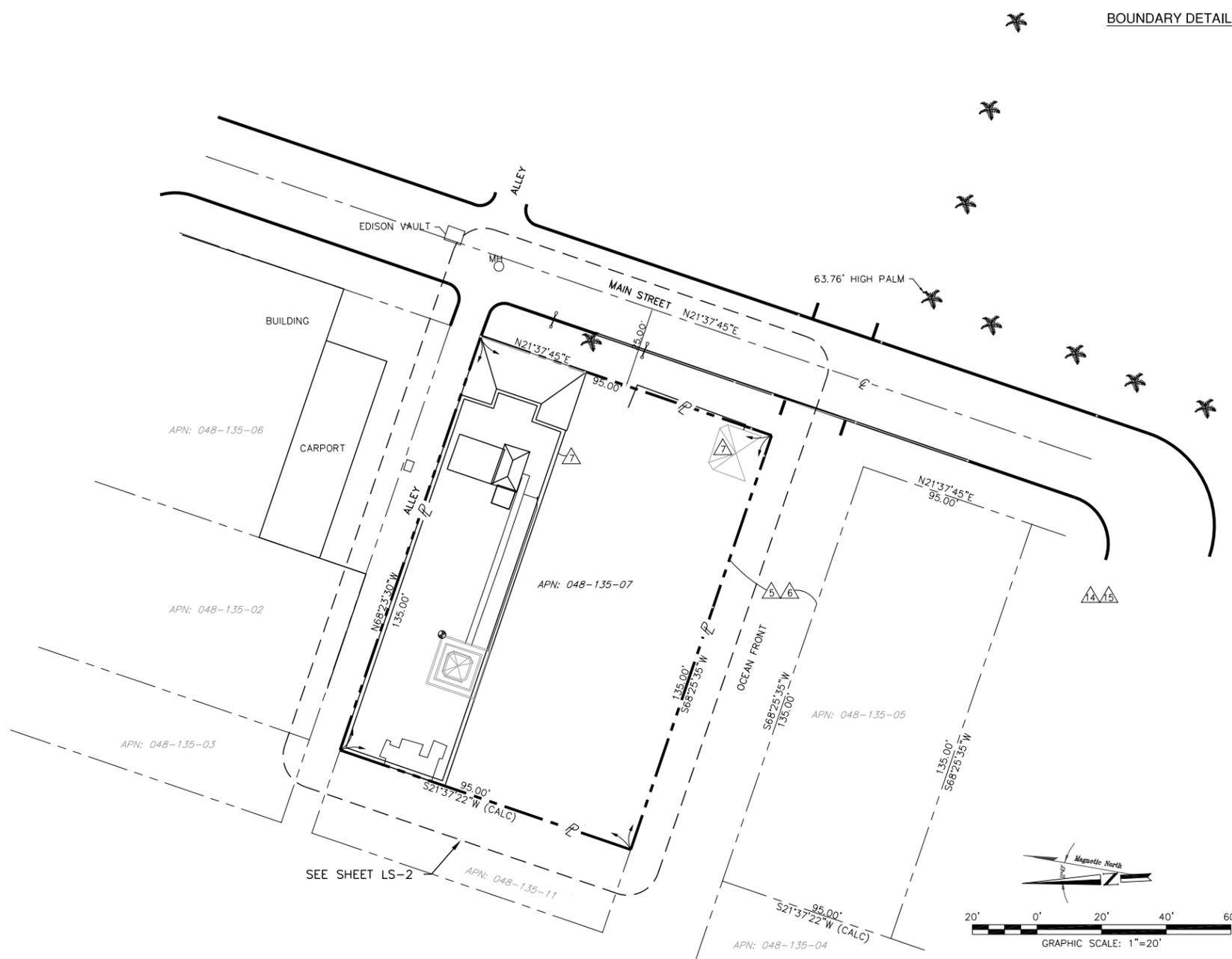
**APN**  
 048-135-07, 048-130-05

**RECORD OWNER**  
 BALBOA INN, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

**TITLE REPORT**  
 LEGAL DESCRIPTION AND EXCEPTIONS WERE TAKEN FROM PRELIMINARY TITLE REPORT PREPARED BY LAWYERS TITLE COMPANY, ORDER NO. 09305372-10, DATED MARCH 22, 2012

**SCHEDULE B EXCEPTION**  
 ITEMS A-F ARE TAXES RELATED  
 ITEM 1 IS WATER RIGHT RELATED  
 ITEMS 2-4 & 12 ARE COVENANT & AGREEMENT RELATED  
 ITEM 8 IS UNRECORDED LEASE RELATED  
 ITEMS 9 & 10 ARE DEED RELATED  
 ITEM 11 IS MONEY RELATED  
 ITEM 13 IS FINANCE RELATED  
 ITEM 17 IS RIGHT RELATED  
 ITEM 18 IS UNDISCLOSED EASEMENT RELATED  
 ITEM 19 IS DISCREPANCIES RELATED

- 5 A DOCUMENT SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED. ENTITLED: ENCROACHMENT AGREEMENT DATED: MAY 3, 1963 BY AND BETWEEN: THE CITY OF NEWPORT BEACH AND RICHARD H. RICE AND AUDREY W. RICE RECORDED: MAY 23, 1963 IN BOOK 6567, PAGE 957 OF OFFICIAL RECORDS REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECT OCEAN FRONT. DOES NOT IMPACT THE CONSTRUCTION AREA
- 6 A DOCUMENT SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED. ENTITLED: OFFSITE PARKING AGREEMENT DATED: MAY 23, 1963 BY AND BETWEEN: THE CITY OF NEWPORT BEACH, A MUNICIPAL CORPORATION AND RICHARD H. RICE AND ANDREW W. RICE RECORDED: MAY 29, 1963 IN BOOK 6567, PAGE 963 OF OFFICIAL RECORDS REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AMENDED BY INSTRUMENT RECORDED JULY 22, 1974 IN BOOK 11201, PAGE 804 OF OFFICIAL RECORDS. AFFECT OCEAN FRONT. DOES NOT IMPACT THE CONSTRUCTION AREA
- 7 THE MATTERS CONTAINED IN A DOCUMENT ENTITLED 'CONSERVATION AGREEMENT' RECORDED DECEMBER 24, 1985 AS INSTRUMENT NO. 85-515072 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. AFFECT THE BUILDING
- 14 THE MATTERS CONTAINED IN A DOCUMENT ENTITLED 'ENCROACHMENT AGREEMENT (EPN2007-0191)' BY AND BETWEEN BALBOA INN, LLC AND THE CITY OF NEWPORT BEACH RECORDED MAY 14, 2007 AS INSTRUMENT NO. 2007000311913 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS. DOES NOT IMPACT THE CONSTRUCTION AREA
- 15 THE MATTERS CONTAINED IN A DOCUMENT ENTITLED 'ENCROACHMENT AGREEMENT (EPN2008-00020)' BY AND BETWEEN BALBOA INN, LLC AND THE CITY OF NEWPORT BEACH, CALIFORNIA RECORDED FEBRUARY 20, 2008 AS INSTRUMENT NO. 200800076400 OF OFFICIAL RECORDS. REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS DOES NOT IMPACT THE CONSTRUCTION AREA



**BASIS OF BEARING**  
 THE CENTER LINE OF MAIN STREET BEARING N21°37'45"E WAS USED AS BASIS OF BEARING FOR THIS SURVEY  
**BENCH MARK**  
 NB 3-13-70  
 ELEV: 5.44  
 1976 DATUM

BOUNDARY DETAIL

**MetroPCS California, LLC**  
 a Delaware limited liability company  
 350 COMMERCE, SUITE 200  
 IRVINE, CA 92602

PROJECT INFORMATION:  
**MLAX04249A**  
**BALBOA INN**  
 105 MAIN STREET  
 NEWPORT BEACH, CA 92661

CURRENT ISSUE DATE:  
**05/21/12**

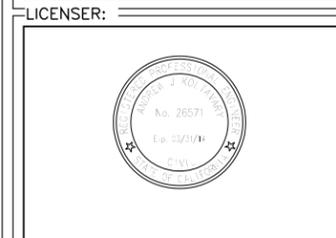
ISSUED FOR:  
**FINAL**

REV.:	DATE:	DESCRIPTION:	BY:
2	05/21/12	FINAL	
1	04/19/12	PRELIM	

PLANS PREPARED BY:  
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CONSULTANT:  
 (Blank space for consultant name)

DRAWN BY: JP CHK.: AJK APV.: AJK



SHEET TITLE:  
**TOPOGRAPHIC SURVEY**

SHEET NUMBER:  
**LS-1**  
 SHEET 1 OF 2



**MetroPCS California, LLC**  
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 IRVINE, CA 92602

PROJECT INFORMATION:

**MLAX04249A**  
**BALBOA INN**  
 105 MAIN STREET  
 NEWPORT BEACH, CA 92661

CURRENT ISSUE DATE:

**8/28/12**

ISSUED FOR:

**ZONING**

REV.: DATE: DESCRIPTION: BY:

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5	08/28/12	ANTENNA REVISION	CB
4	7/02/12	EQUIP RELOCATION	CB
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DRAWN BY: CHK.: APV.:

GN JW JW

LICENSER:

SHEET TITLE:

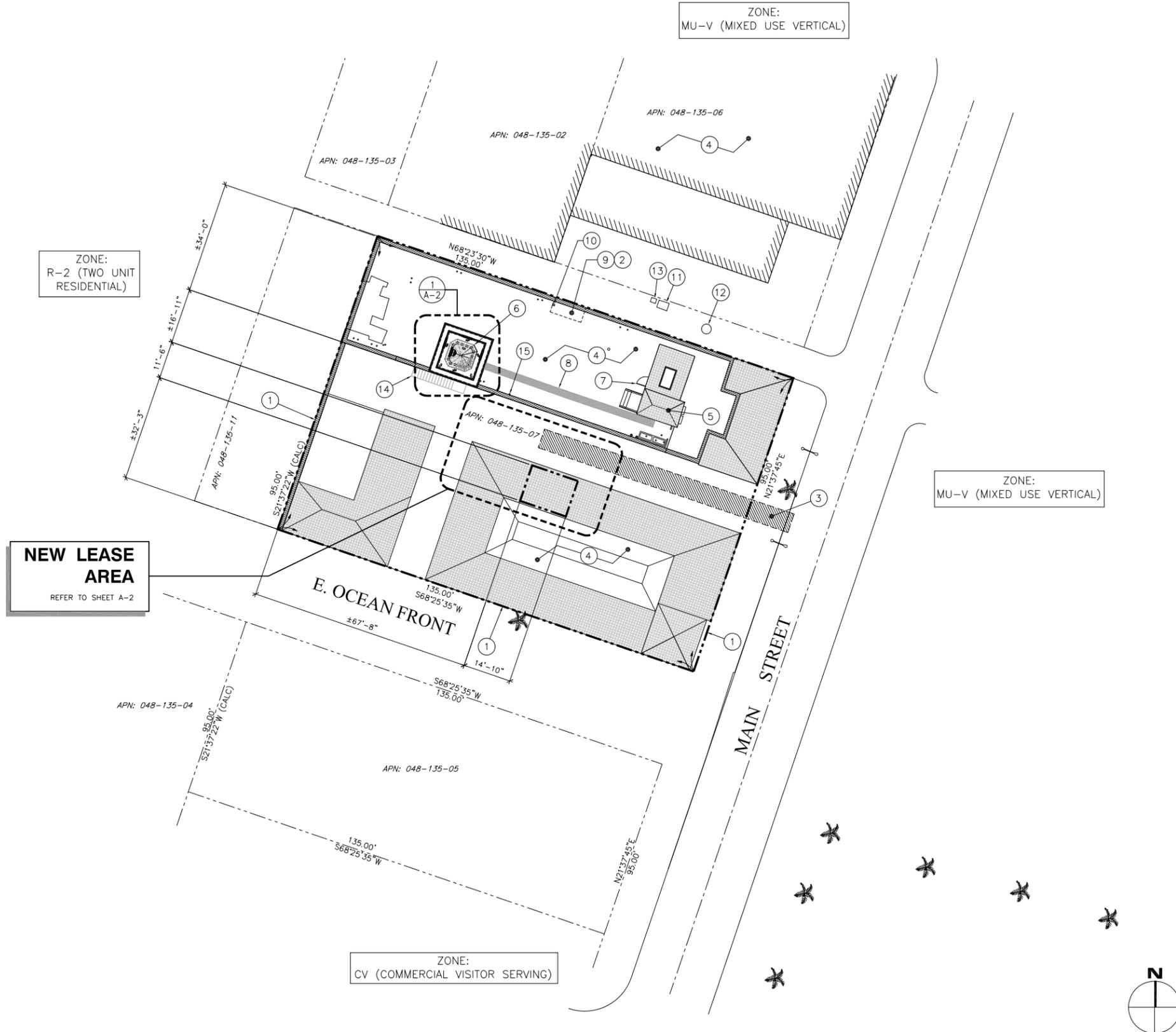
**SITE AND  
 BOUNDARY PLAN**

SHEET NUMBER:

**A-1**

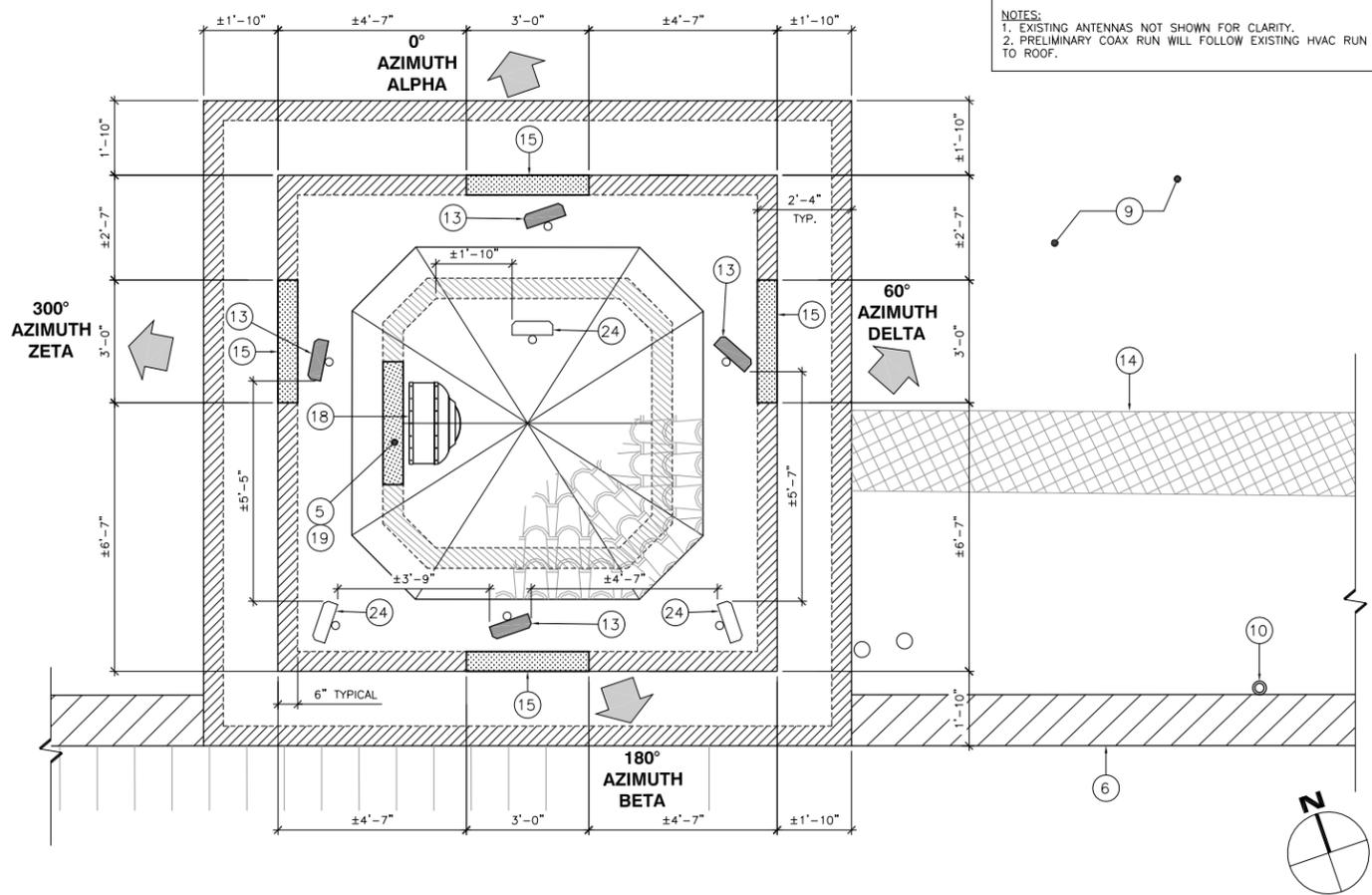
**NOTES:**

- 1 EXISTING PROPERTY LINE(S).
- 2 NEW METROPCS CALIFORNIA METER/MAIN LOCATED INSIDE EXISTING UTILITY ROOM AT 1ST FLOOR.
- 3 NEW METROPCS CALIFORNIA NON-EXCLUSIVE ACCESS ROUTE FROM PUBLIC RIGHT OF WAY.
- 4 EXISTING BUILDINGS.
- 5 EXISTING VERIZON WIRELESS EQUIPMENT ROOM.
- 6 EXISTING 3 TIER CUPOLA AND NEW METROPCS CALIFORNIA PANEL ANTENNAS LOCATION.
- 7 EXISTING STAIRWELL AND ROOF ACCESS DOOR.
- 8 EXISTING VERIZON WIRELESS ROOF MOUNTED COAX CABLE TRAY.
- 9 EXISTING UTILITY ROOM AT FIRST FLOOR.
- 10 NEW METROPCS CALIFORNIA GENERATOR PLUG.
- 11 EXISTING SCE VAULT AND NEW METROPCS CALIFORNIA POWER P.O.C.
- 12 EXISTING AT&T TELCO MANHOLE AND NEW METROPCS CALIFORNIA TELCO P.O.C.
- 13 EXISTING TIME WARNER CABLE HANDHOLE.
- 14 EXISTING STAIRS.
- 15 NEW METROPCS CALIFORNIA, LLC GPS ANTENNA MOUNTED TO EXISTING PARAPET.



- 1 NEW METROPICS CALIFORNIA 11'-6"x14'-10" = 172 SQ. FT. EQUIPMENT LEASE AREA LOCATED AT FIRST FLOOR OF EXISTING BUILDING.
- 2 NEW METROPICS CALIFORNIA, LLC BTS EQUIPMENT CABINET MOUNTED ON EXISTING DECK.
- 3 NEW METROPICS CALIFORNIA, LLC BATTERY CABINET MOUNTED ON EXISTING DECK.
- 4 NEW METROPICS CALIFORNIA, LLC INDOOR ERICSSON 6201 CABINET.
- 5 EXISTING FAUX LOUVER WINDOW TO BE REMOVED AND REPLACED WITH NEW RF TRANSPARENT FAUX LOUVER.
- 6 EXISTING PARAPET.
- 7 NEW METROPICS CALIFORNIA, LLC COAX CABLE LADDER LOCATED ABOVE EQUIPMENT ON CEILING.
- 8 NEW METROPICS CALIFORNIA, LLC DIPLEXER MOUNTED ON A RACK.
- 9 EXISTING BUILDING ROOF.
- 10 NEW METROPICS CALIFORNIA, LLC GPS ANTENNA MOUNTED TO EXISTING PARAPET.
- 11 NEW METROPICS CALIFORNIA, LLC PPC CABINET MOUNTED ON NEW ENCLOSURE WALL.
- 12 NEW METROPICS CALIFORNIA, LLC TELCO BACK BOARD MOUNTED ON NEW ENCLOSURE WALL.
- 13 NEW METROPICS CALIFORNIA, LLC PANEL ANTENNAS CONCEALED BEHIND SECTION OF NEW RF TRANSPARENT SCREEN, 1 ANTENNA PER SECTOR, 4 SECTORS TOTAL.
- 14 EXISTING VERIZON WIRELESS ROOF MOUNTED COAX CABLE TRAY.
- 15 NEW METROPICS CALIFORNIA RF TRANSPARENT SCREEN TO REPLACE PORTION OF EXISTING CUPOLA WALL, PAINTED AND TEXTURED TO MATCH THE EXISTING WALL.
- 16 EXISTING BUILDING WALL.
- 17 EXISTING ELECTRICAL PANEL.
- 18 NEW METROPICS CALIFORNIA, LLC (1) 2'9" MICROWAVE ANTENNA CONCEALED BEHIND SECTION OF NEW RF TRANSPARENT SCREEN.
- 19 EXISTING BAR AREA.
- 20 EXISTING WINDOW TO BE SEALED.
- 21 EXISTING ACCESS DOOR TO BE USED FOR NEW METROPICS CALIFORNIA, LLC ACCESS.
- 22 NEW METROPICS CALIFORNIA, LLC HVAC UNIT.
- 23 EXISTING COLUMN TO REMAIN.
- 24 EXISTING VERIZON WIRELESS PANEL ANTENNAS. TYPICAL.

NOTES:  
 1. EXISTING ANTENNAS NOT SHOWN FOR CLARITY.  
 2. PRELIMINARY COAX RUN WILL FOLLOW EXISTING HVAC RUN TO ROOF.



**ANTENNA LAYOUT**

SCALE: 1/2" = 1'-0" **1**

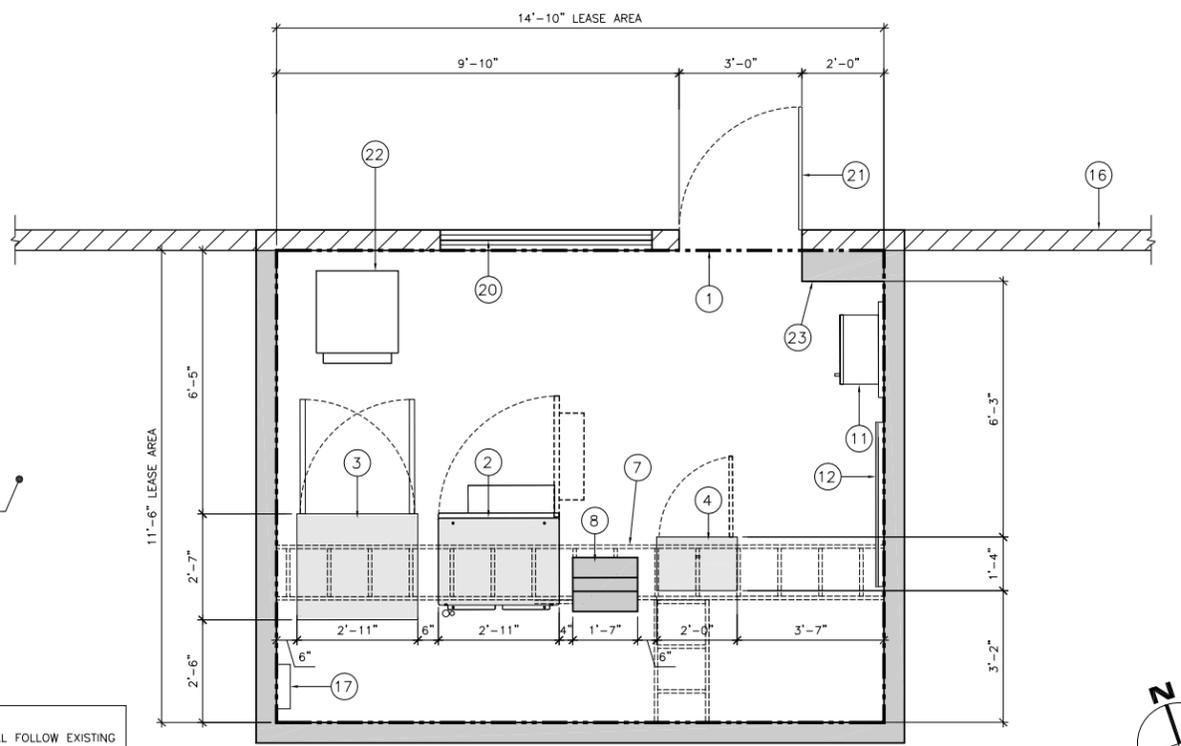
NOTE:  
 1. NEW METROPICS CALIFORNIA PANEL ANTENNAS = 31.8"Lx6.2"Wx2.7"D. ANTENNA MODEL: AMPHENOL WBX065X15x050

ANTENNA & CABLE SCHEDULE					
ANTENNA SECTOR	AZIMUTH	CABLE SIZE	COAXIAL CABLE LENGTH	TIP HEIGHT	RAD CTR
SECTOR ALPHA	0°	7/8"	T.B.D.	53'-4"	52'-0"
SECTOR DELTA	60°	7/8"	T.B.D.	53'-4"	52'-0"
SECTOR BETA	180°	7/8"	T.B.D.	53'-4"	52'-0"
SECTOR ZETA	300°	7/8"	T.B.D.	53'-4"	52'-0"
MW-1	T.B.D.	1/2"	T.B.D.	54'-4"	53'-4"

MICROWAVE DISH	ERICSSON
MANUFACTURER:	ANT2 0.6 HP
MODEL NUMBER:	23
WEIGHT (LBS):	27.5"x27.5"x11.0"
DIM (HXWD):	390
ERP (WATTS):	34.1
ANTENNA GAIN (DB):	18 GHZ
TRANSMIT FREQUENCY:	18 GHZ
RECEIVE FREQUENCY:	NONE (SEE ODU)
CABLES:	
ODU	ERICSSON
MANUFACTURER:	MINI LINK PT 2010
MODEL NUMBER:	14.3
WEIGHT (LBS):	12.6"x10.2"x4.6"
DIM (HXWD):	N/A
ERP (WATTS):	N/A
ANTENNA GAIN (DB):	N/A
TRANSMIT FREQUENCY:	N/A
RECEIVE FREQUENCY:	N/A
FIBER CABLE	
DIAMETER:	~3/16"
WEIGHT:	0.017908 LB/FT
DC POWER CABLE	
DIAMETER:	~1/16"
WEIGHT (PER FOOT):	.0672 LB/FT
MW CABLE DIAM TOTAL:	~1/4"

NOTES:  
 EACH 2' MW DISH HAS ONE ODU MOUNTED DIRECTLY BEHIND IT. THE MW IS FED BY THE ODU, WHICH IS CONNECTED TO THE MW CABINET BY ONE FIBER AND ONE DC CABLE. THE FIBER CABLE IS HEAVIER PER FOOT IF THE RUN IS LESS THAN 20 METERS, AND LIGHTER IF LONGER THAN 20 METERS (SEE SCHEDULE).

NOTE:  
 1. PRELIMINARY COAX RUN WILL FOLLOW EXISTING HVAC RUN TO ROOF.



**EQUIPMENT PLAN**

SCALE: 1/2" = 1'-0" **2**

**KEY NOTES**

**3**

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CONSULTANT:

DRAWN BY: CHK.: APV.:

GN JW JW

LICENSER:

SHEET TITLE:

**EQUIPMENT PLAN AND  
 ANTENNA LAYOUT**

SHEET NUMBER:

**A-2**

**MetroPCS California, LLC**  
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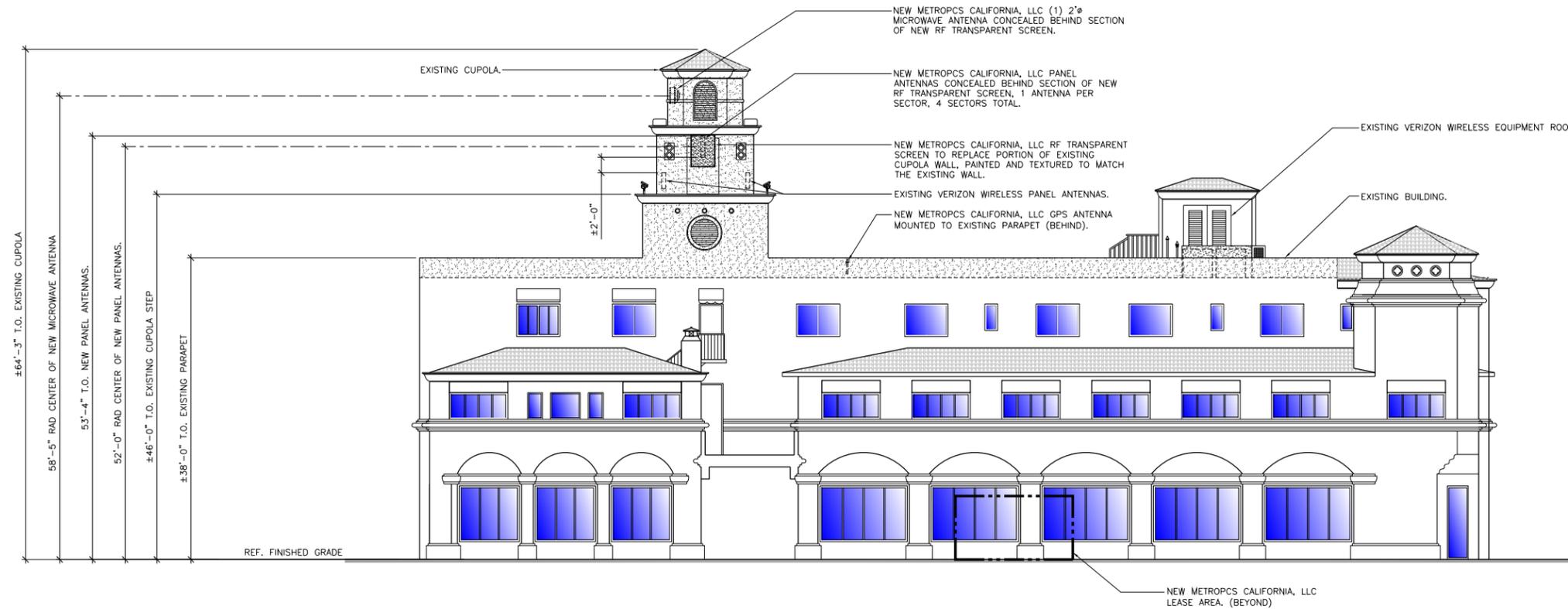
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**ARCHITECTURAL  
 ELEVATIONS**

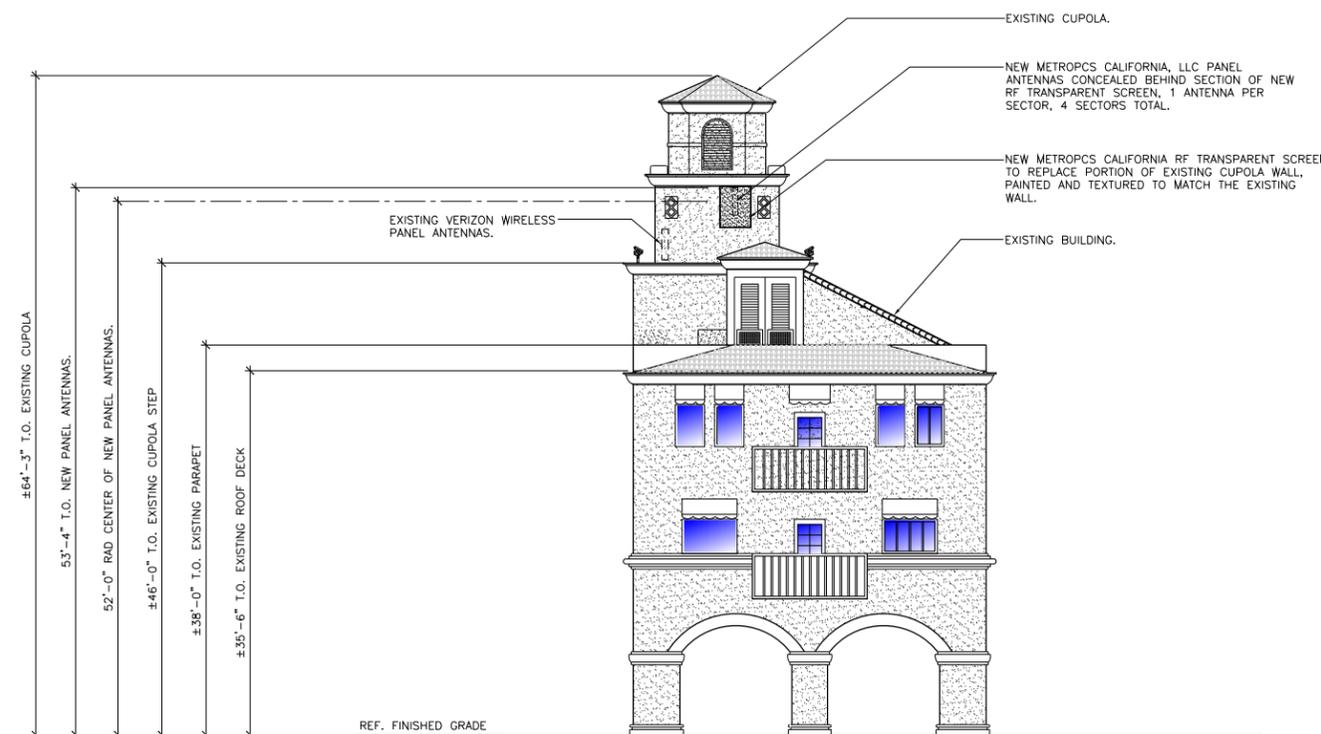
SHEET NUMBER:

**A-3**



**SOUTHWEST ELEVATION**

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



**SOUTHEAST ELEVATION**

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

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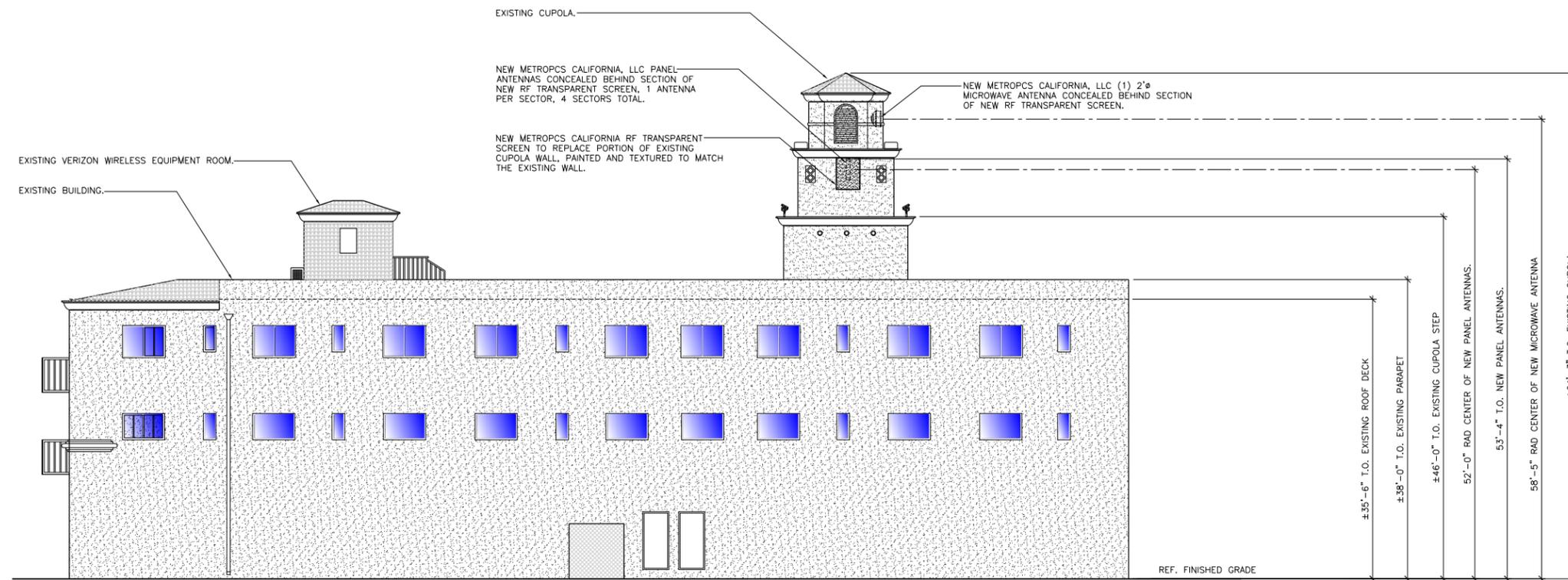
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**ARCHITECTURAL  
 ELEVATIONS**

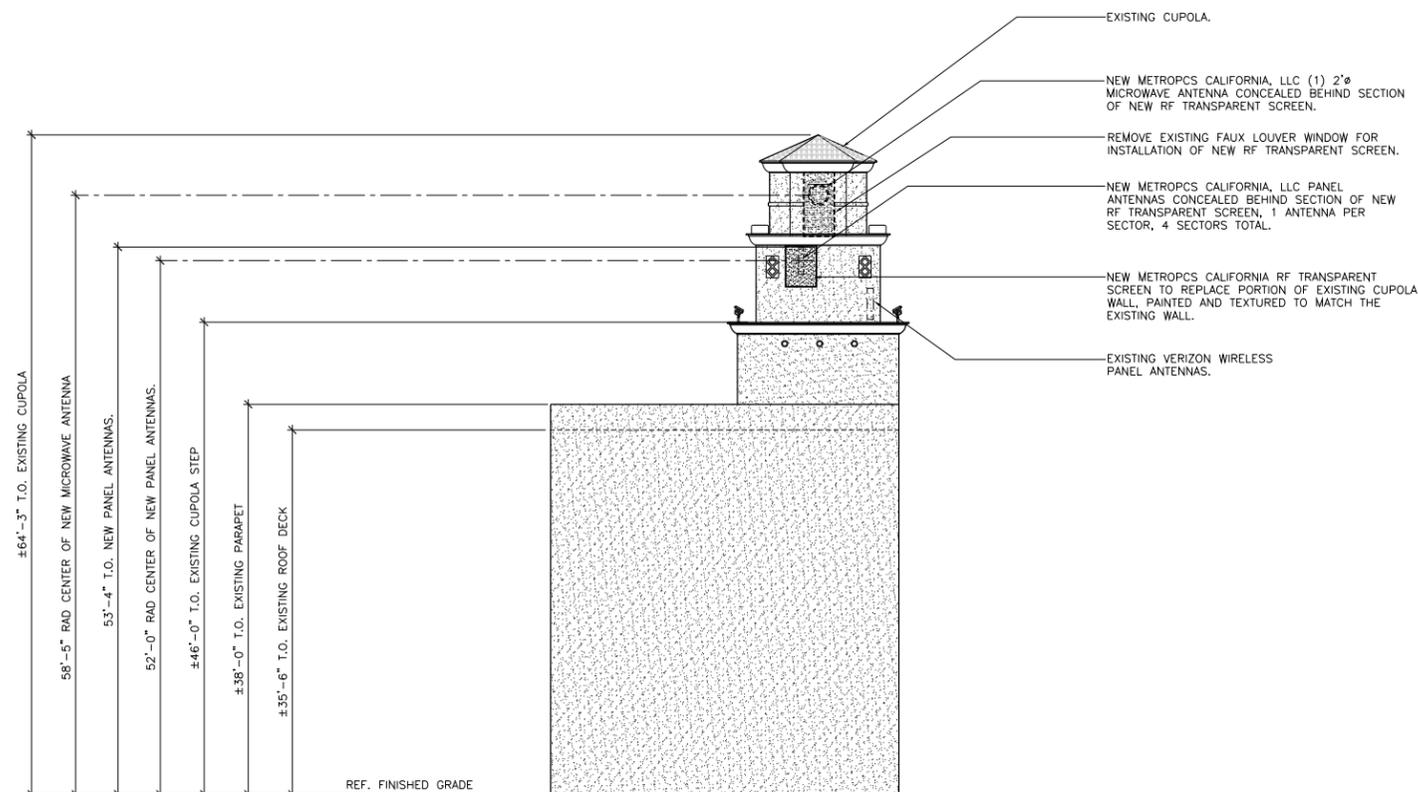
SHEET NUMBER:

**A-4**



**NORTHEAST ELEVATION**

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



**NORTHWEST ELEVATION**

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