

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 Zoning Administrator, and/or Planning Division

staff for the week ending September 21, 2012

COMMUNITY DEVELOPMENT DIRECTOR OR PLANNING DIVISION STAFF ACTIONS

Item 1: Starbucks Coffee Company Remodel – Staff Approval No. SA2012-014

(PA2012-105)

2801 E. Coast Highway

Action: Approved Council District 6

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.



COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

3300 Newport Boulevard, Building C, Newport Beach, CA 92663 (949) 644-3200 Fax: (949) 644-3229 www.newportbeachca.gov

COMMUNITY DEVELOPMENT DIRECTOR ACTION LETTER

APPLICATION: Staff Approval No. SA2012-014 (PA2012-105)

APPLICANT: Starbucks Coffee Company

LOCATION: 2801 E. Coast Highway

Starbucks Coffee Company Remodel

LEGAL DESCRIPTION Lot 1, Block F, Tract 323

On <u>September 19, 2012</u>, the Community Development Director approved Staff Approval No. SA2012-014. This approval is based on the findings and subject to the following conditions.

PROJECT SUMMARY

A staff approval for a determination of substantial conformance with Director's Use Permit No. UP69 and Outdoor Dining Permit No. OD76 to allow the renovation of an existing full service, small scale eating and drinking establishment (Starbucks). The proposed renovation will increase the area of the outdoor dining patio area by 332 square feet and decrease the interior gross floor area of the establishment by 332 square feet. Therefore, the size of the combined indoor and outdoor seatings areas will not increase. The establishment will be limited to 1,000 square feet of net public area, 21 interior seats, 12 outdoor dining patio seats, and would require nine on-site parking spaces during operating hours and five off-site parking spaces from the hours of 6:00 a.m. through 9:30 a.m., consistent with the original approvals.

ZONING DISTRICT/GENERAL PLAN

• **Zone:** CC (Commercial Corridor)

• General Plan: CC (Corridor Commercial)

BACKGROUND

Planning Director's Use Permit No. 69 and Outdoor Dining Permit No. OD76 were approved by the City Council on February 13, 2001 to allow the establishment of a full service, small-scale eating and drinking establishment with accessory outdoor dining.

Condition No. 3 of the Use Permit indicates that a maximum seating and/or stand-up counter space for no more than 21 customers shall be maintained at the establishment.

Condition No. 2 of the Outdoor Dining Permit indicates that the maximum seating for the outdoor dining patio is 12 seats.

Condition No. 6 of the Use Permit indicates the net public area is limited to 1,000 square feet in area (exclusive of condiment and display table areas).

Condition No. 7 of the Use Permit indicates the hours of operation are from 6:00 a.m. to 11:00 p.m. Monday through Thursday, and 6:00 a.m. to midnight, Friday through Sunday.

Condition No. 18 of the Use Permit requires nine on-site parking spaces and Condition No. 34 of the Use Permit requires supplemental off-site parking from 7:00 a.m. to 10:00 a.m. Five off-site parking spaces are currently available from 6:00 a.m. to 9:30a.m., on the adjacent property at 2823 East Coast Highway.

A full listing of the approved findings and conditions of approval under Planning Director's Use Permit No. UP69 and Accessory Outdoor Dining Permit No. OD76 is provided in Attachment Nos. CD 2 and 3.

PROPOSED CHANGES

The applicant requests a staff approval for a determination of substantial conformance to allow the renovation of an existing full service, small scale eating and drinking establishment (Starbucks). The proposed renovation would increase the area of the outdoor dining patio area and decrease the interior gross floor area of the establishment by 332 square feet, respectively. The exterior elevations of the establishment would be updated, including the addition of aluminum awnings above the outdoor patio areas. A fireplace with grouped seating areas would be included in the updated outdoor patio area.

The total net public area for the establishment would not increase, the interior would be smaller, and the outdoor dining patio area will be larger. The renovated establishment would include 1,174 square feet of net public area, which includes 724 square feet of interior net public area and 450 square feet of outdoor dining patio area. An area equal to 25 percent of the interior net public area (181 square feet) is excluded from the parking requirement as "net public area" for the establishment. Thus, the total parked net public area will not exceed 1,000 square feet in area (993 square feet), consistent with Condition No. 6 of Use Permit No. UP69. Refer to Attachment No. CD 4 for the applicant's description of the proposed scope of work.

Condition No. 18 of Use Permit No. 69 requires nine on-site parking spaces and Condition No. 34 of the Use Permit also requires supplemental off-site parking from 7:00 a.m. to 10:00 a.m. Five off-site parking spaces are currently available from 6:00 a.m. to 9:30a.m., on the adjacent property at 2823 East Coast Highway. A letter to the file prepared by the Planning Director dated November 16, 2001 authorized the use of the off-site parking spaces from 6:00 p.m. to 9:30 a.m. and identified that the review met the intent of the City Council approval, which was for supplemental off-street parking to be provided

through the implementation of an off-site parking agreement between Starbucks and a nearby business. A copy of the letter, parking management plan, and off-site parking agreement are attached as Attachment Nos. CD 5, 6, and 7.

The establishment would adhere to the original operational characteristics and conditions of approval with a maximum parked net public area of 1,000 square feet, 21 interior seats, 12 outdoor dining seats, and would provide the required parking. The establishment would maintain the existing operational characteristics and hours of operation from 6:00 a.m. and 11:00 p.m., Monday through Thursday; and 6:00 a.m. to midnight, Friday through Sunday.

FINDINGS

Pursuant to Section 20.54.070, the Community Development Director may authorize minor changes to an approved site plan, architecture, or the nature of the approved use, without a public hearing, and waive the requirement for a new use permit application. This staff approval is based on the following findings and facts in support of the findings. In this case, the Director determined the proposed changes:

Finding:

A. Are consistent with all applicable provisions of this Zoning Code.

Facts in Support of Finding:

- Eating and drinking establishments are a permitted use in the CC (Commercial Corridor) zoning district, subject to approval of a use permit. The existing establishment received approval of Use Permit No. UP69 and Outdoor Dining Permit No. OD76 on February 13, 2001. The proposed changes are consistent with the operational characteristics and conditions approved by Use Permit No. UP69 and Outdoor Dining Permit No. OD76.
- 2. The proposed 332-square-foot reduction in gross floor area maintains the required setbacks and reduces the floor area ratio for the subject property. The new gross floor area of the building is 4,418 square feet, which results in a 0.65 FAR for the subject property.

Finding:

B. Do not involve a feature of the project that was a basis for or subject of findings or exemptions in a negative declaration or Environmental Impact Report for the project.

Facts in Support of Finding:

1. The previously approved project was determined to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, Existing Facilities, and were not subject to a negative declaration or Environment Impact Report.

2. The proposed project involves the renovation of the existing establishment and qualifies for a categorical exemption from CEQA under Class 2, Replacement or Reconstruction. The Class 2 exemption includes the replacement or reconstruction of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

Finding:

C. Do not involve a feature of the project that was specifically addressed or was the subject of a condition(s) of approval for the project or that was a specific consideration by the applicable review authority in the project approval.

Facts in Support of Finding:

- 1. The proposed minor changes do not involve a feature that was specifically addressed in staff reports or minutes prepared for Use Permit No. UP69 or Outdoor Dining Permit No. OD76. Condition No. 6 of the Use Permit and Condition No. 2 of the Accessory Outdoor Dining Permit limit the size of the interior net public area and the outdoor dining patio. These conditions were intended to limit the size and operation of the business so that parking supply would be adequate for the level of demand. The proposed remodel will not increase the overall net public area but will instead swap a portion of the interior net public area for outdoor dining patio area. The renovation of the interior and exterior seating areas within the existing eating and drinking establishment do not result in a substantial change because the total net public area will not increase and additional off-street parking will not be required. The overall parked net public area will not exceed 1,000 square feet as required by the conditions of approval for Use Permit No. UP69.
- 2. Adequate off-street parking is provided (9 spaces on-site spaces and 5 off-site spaces from 6:00 a.m. to 9:30 a.m.), as required by Use Permit No. 69. A letter prepared by the City's Planning Director dated November 16, 2001 authorized the use of the off-site parking spaces from 6:00 p.m. to 9:30 a.m. and identified that the intent of the review met the intent of the City Council approval, which was for supplemental off-street parking to be provided through the implementation of an off-site parking agreement between Starbucks and a nearby business. On and off-site parking will continue to comply with the approved parking management program.
- 3. The proposed renovation will comply with the seating limits established by the conditions of approval for Use Permit No. UP69 and Outdoor Dining Permit OD76, which allow a maximum of 21 seats inside and 12 seats in the outdoor dining patio for a total of 33 seats. Twenty seats are proposed for the interior of the establishment and 12 seats are proposed for the outdoor dining patio for a total of 32 seats.

Finding:

D. Do not result in an expansion or change in operational characteristics of the use.

Facts in Support of Finding:

- The hours of operation are identified by Condition No. 7 of Use Permit No. UP69 and are from 6:00 a.m. and 11:00 p.m., Monday through Thursday; and 6:00 a.m. to 12:0 midnight, Friday through Sunday. The hours proposed by the applicant will remain the same under the remodeled establishment.
- The remodel of the establishment to reconfigure the interior and exterior seating areas is minor in nature and does not represent a substantial change in the operational characteristics of the existing eating and drinking establishment.
- The use of the space will remain an eating and drinking establishment, as reviewed and approved by Use Permit No. UP69 and Outdoor Dining Permit No. OD76.

DETERMINATION

This staff approval has been reviewed and the determination has been made that the proposed changes to the existing eating and drinking establishment are in substantial conformance with the original approval actions.

CONDITIONS OF APPROVAL

All previous findings and conditions of approval of Use Permit No. 69 and Outdoor Dining Permit No. OD76 shall remain in full force and effect as stated in Attachment Nos. CD 2 and CD 3, with the addition of the following conditions:

- 1. The development authorized by this staff approval shall be in substantial conformance with the approved project plans.
- 2. All previous conditions of approval of Use Permit 69 and Outdoor Dining Permit No. OD76 shall remain in force.
- A building permit shall be obtained prior to commencement of the construction. A
 copy of this approval letter shall be incorporated into both the Building Division
 and field sets of plans prior to issuance of the building permits.
- 4. The overhang in the sidewalk area shall provide a minimum clearance of eight feet and shall be covered under a valid building permit per Council Policy L-6.
- 5. No other encroachments are permitted within the public right-of-way.
- 6. A pressure reducing backflow devise shall be installed per city standard STD-520-L-A.
- 7. Fire Department approval is required for the outdoor fireplace. The proposed fireplace shall comply with:

- a. N.F.P.A 54 10.32 Outdoor Open Flame Decorative Appliances. Permanently fixed in place outdoor open flame decorative appliances shall be installed in accordance with 10.32.2 through 10.32.3.
- b. N.F.P.A 54 10.32 Listed Units. Listed outdoor open flame decorative appliances shall be installed in accordance with the manufacturer's installation instructions.
- c. N.F.P.A 54 10.32.2 Unlisted Units. Unlisted outdoor open flame decorative appliances shall be installed outdoors in accordance with the manufacturer's installation instructions and with clearances to combustible material of not less than 36 inches from all sides. In no case shall the appliance be located under overhead combustible construction.
- d. In addition the fireplace shall be required to have a screen over the front opening.
- 8. 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 Starbucks Coffee Company Remodel including, but not limited to, the Staff Approval No. SA2012-014 (PA2012-105). 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.

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. For additional information on filing an appeal, contact the Planning Division at 949 644-3200.

On behalf of Kimberly Brandt, AICP, Community Development Director

By:

Makana Nova Assistant Planner

KB/mkn

Attachments: CD 1 Vicinity Map

CD 2 Findings and Conditions, Planning Director's Use Permit 69 CD 3 Findings and Conditions, Accessory Outdoor Dining Permit 76

CD 4 Applicant's Project Description

CD 5 City Parking Letter

CD 6 Parking Management Plan CD 7 Off-Site Parking Agreement

CD 8 Site Photos CD 9 Project Plans

Vicinity Map

VICINITY MAP



Staff Approval No. SA2012-014 PA2012-105

2801 E. Coast Highway

Findings and Conditions Planning Director's Use Permit No. UP69

Findings and Conditions Planning Director's Use Permit 69 Planning Commission approval 12/07/2000 and City Council approval 02/13/2001

FINDINGS:

- The Planning Department determined in this case, that the proposal would be detrimental to persons, property and improvements in the neighborhood, and that the outdoor dining permit as proposed would not be consistent with the legislative intent of Title 20 of the Newport Beach Municipal Code for the following reasons:
 - The increase in seating beyond 21 seats would increase current parking demand that would further hamper the effectiveness of the existing parking and traffic circulation system on-site and in the vicinity. Such impacts would cause increased vehicular traffic that would obstruct the entry driveways and extend into the public right-of-way on Goldenrod Avenue thereby creating unsafe and hazardous conditions.
 - The approval of an increase in the interior seating of the establishment is not compatible with the surrounding residential land uses since it would worsen traffic and circulation on Goldenrod Avenue and East Coast Highway.
- The property is designated for "Retail and Service Commercial" use by the Land Use Element of the General Plan and Local Coastal Program. The proposed use is consistent with that designation.
- 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 Class 1 (Existing Facilities).
- 4. The proposed full-service, small-scale eating and drinking establishment is retail in nature, mainly serving persons residing or working in the neighborhood and is not necessarily a destination point. It is anticipated that the proposed use, based on its limited menu, will have parking demand characteristics similar to a general retail use.
- 5. The restaurant development standards as they pertain to walls, landscaping and lighting (exterior illumination) meet the purpose and intent of the development standards of the Municipal Code for restaurants (full-service, small scale eating and drinking establishment) and will not be achieved to any greater extent by strict compliance with those requirements if the Planning Director approves this application, for the following reasons:
 - The existing physical characteristics of the site are not proposed to be altered.
 - Walls would adversely impact existing traffic circulation on the subject property.
 - The same purpose or intent of the required walls surrounding the property to control noise can be achieved by the limitation on the hours of operation.
 - The change to the restaurant facility does not constitute a significant change to warrant an increase in landscape area. However, the recommended conditions of approval which require enhancement of the existing landscape areas will better meet the intent and purpose of this development standard.

- The existing parking lot lighting will not be altered; there have not been any
 past complaints related to lighting and the same result of intent or purpose is
 achieved by the existing light sources and the conditions of approval.
- 6. The approval of Planning Director's Use Permit No. 69 for a full-service small scale eating and drinking establishment will not, under the circumstances of this case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of the city for the following reasons:
 - The proposed use is a continuation and expansion of the existing limited food service use that serves the neighboring residential and commercial uses and visiting tourists in the area.
 - The nearby commercial and residential uses will not be adversely affected by the proposed change in the operation since the hours of operation have been limited and the parking requirement based on available on site independently accessible parking spaces.
 - The use is a coffeehouse and food and beverage sales are limited to ready to eat food and beverages as defined by Title 20. The use does not prepare er food on-site and the use does not provide meal service of any kind. These operational characteristics limit potential impacts of the proposed use to the AM period. Conversion of the establishment to a café or restaurant where any food preparation occurs on-site or traditional meal service is provided either from a counter or table service would create additional impacts during lunch and dinner periods. Expanding the impacts of the use beyond the AM period with the addition of food preparation or meal service would be detrimental to persons living and working in the area.
- 7. The approval of that portion of the request of Planning Director's Use Permit No. 69 to allow the increase in the interior seating of the establishment will not, as modified under the circumstances of this case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of the City for the following reasons:
 - The subject property is currently non-conforming with regard to parking which results in the property being under-parked for the uses that occupy the existing building. However, the non-conforming status will be eliminated by the increased tenant space size and additional parking spaces allocated to the subject facility. The limitation on the number of interior seats in the establishment is based on the number of parking spaces (9 spaces) available to the subject tenant space.
 - The off-street parking spaces in the common lot are for the benefit of the proposed establishment and the other uses on the subject property. The three tandem parking spaces allocated for the benefit of the subject facility are not utilized as required by the existing approval (Planning Director Use Permit No. 15) and are generally not available for patron or employee parking because the rear space is usually occupied blocking access.
 - The addition of interior seats will increase vehicular traffic and circulation on Goldenrod Avenue and East Coast Highway and can be minimized only by limiting the total number of seats of the facility.

CONDITIONS:

 Development shall be in substantial conformance with the approved site plan and floor plan, except as noted in the following conditions.

- 2. The previous approval of Planning Director's Use Permit No. 15 shall become null and void upon the implementation of any portion of this use permit approval and cannot be reinstated.
- 3. Maximum seating and/or stand-up counter space for no more than 21 customers shall be maintained inside the subject eating and drinking establishment (and the outdoor dining subject to approval of a separate outdoor dining permit). Any increase in the number of seating and/or stand-up counter space for customers shall be subject to the approval of an amendment to this use permit. Seating shall not be added or relocated within the identified retail area.
- 4. The outdoor dining shall be installed and maintained in accordance with the separate review and approval of an accessory outdoor dining permit.
- 5. The applicant shall submit plans to the Building Department for the building permit that reflect the change in the establishment, including the number of authorized seats permitted for the facility, both interior and exterior. The applicant shall contact the City Code Enforcement Officer to schedule an inspection of the facility to verify compliance prior to final of the building permit or issuance of the Certificate of Occupancy.
- The "net public area" shall be limited to a maximum of 1,000 square feet (exclusive of display and condiment table areas).
- 7. The hours of operation shall be limited to between the hours of 6:00 a.m. and 11:00 p.m., Monday through Thursday; and 6:00 a.m. to midnight, Friday through Sunday. Any increase in the hours of operation shall be subject to the approval of an amendment to this use permit and may be subject to approval of the Planning Commission.
- 8. The service of alcoholic beverages shall be prohibited unless the use permit is amended and approved by the Planning Commission.
- The approval is only for the establishment of a restaurant type facility as defined by Title 20 of the Municipal Code, with the principal purpose of the sale or service of food and beverages.
- 10. The project shall be designed to eliminate light and glare spillage onto adjacent properties or uses. Prior to issuance of the certificate of occupancy or final of building permits, the applicant shall schedule an evening inspection by the Code Enforcement Division. The inspection will verify and confirm the control of light and glare and compliance with the limitation on the number of interior seats.
- 11. The area outside of the food establishment, including the common walkways, shall be maintained in a clean and orderly manner.
- 12. All mechanical equipment shall be screened from view of adjacent properties and adjacent public streets, and shall be sound attenuated in accordance with Chapter 10.26 of the Newport Beach Municipal Code, Community Noise Control.
- Trash receptacles for patrons shall be conveniently located both inside and outside of the proposed facility, but not located on or within any public property

- or right-of-way, unless otherwise approved by the Public Works Department or the General Services Department.
- 14. Storage outside of the building in the front or at the rear of the property shall be prohibited, with the exception of the required trash container enclosure.
- 15. The operator of the food service use shall be responsible for the clean up of all on-site and off-site trash, garbage and litter generated by the use and shall submit a detailed plan for the policing of the surrounding vicinity for compliance with this condition.
- 16. All trash shall be stored within the building or within dumpsters stored in the trash enclosure (three walls and a gate), or otherwise screened from view of neighboring properties except when placed for pick-up by refuse collection agencies. The trash dumpsters shall have a top that shall remain closed at all times, except when being loaded or while being collected by the refuse collection agency.
- 17. The applicant shall maintain the trash dumpsters or receptacles so as to control odors. This may include the provision of fully self-contained dumpsters or may include periodic steam cleaning of the dumpsters, if deemed necessary by the Planning Department.
- 18. A minimum of 9 parking spaces shall be provided for the exclusive use of the subject facility and shall be designated by appropriate signage or pavement marking to the satisfaction of the City Traffic Engineer and the Planning Director. Prior to implementation of the increase in the number of seats, a parking management plan shall be approved by the Planning Director that depicts the method of compliance with the conditions of approval related to the parking issues. The parking management plan shall include the following items:
 - a. On-site posting of all available parking.
 - b. Posting of off-site parking areas in conjunction with all off-site parking agreements.
 - c. Methods of educating customers on the availability of parking.
 - d. Mandatory employee use of the on-site tandem spaces.
 - Use of on-site parking by other businesses.
- The parking lot shall be maintained in its present configuration providing 19 on-site parking spaces and meet handicap accessibility requirements.
- 20. Employees shall park on-site at all times during regular business hours.
- 21. The project shall comply with State Disabled Access requirements.
- 22. No outside public address speakers or paging system shall be utilized in conjunction with this establishment.
- 23. Should this business be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the current business owner, properly owner or the leasing company.

- 24. No live entertainment or dancing shall be permitted in conjunction with the permitted use.
- 25. No temporary "sandwich" signs, balloons or similar temporary signs shall be permitted, either on-site or off-site, to advertise the food establishment, unless specifically permitted in accordance with the Sign Ordinance of the Municipal Code. Temporary signs shall be prohibited in the public right-of-way, unless otherwise approved by the Public Works Department in conjunction with the issuance of an encroachment permit or encroachment agreement.
- 26. Kitchen exhaust fans shall be installed in accordance with the Uniform Mechanical Code prior to the issuance of a Certificate of Occupancy for the subject business and approved by the Building Department. Issues with regard to the control of smoke and odor shall be directed to the South Coast Air Quality Management District.
- 27. The facility shall comply with the provisions of Chapter 14.30 of the Newport Beach Municipal Code for commercial kitchen grease disposal.
- 28. Deliveries and refuse collection for the facility shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m., daily, unless otherwise approved by an amendment to this use permit.
- 29. A covered wash-out area for refuse containers and kitchen equipment shall be provided and the area drain directly into the sewer system, unless otherwise approved by the Building Director and Public Works Director in conjunction with the approval of an alternative drainage plan.
- 30. The Planning Director or the Planning Commission may add to or modify conditions of approval to this use permit; or revoke this permit upon a determination that the operation which is the subject of this approval causes injury, or is detrimental to the health, safety, peace, morals, comfort, or general welfare of the community.
- 31. This approval shall expire unless exercised within 24 months from the end of the appeal period,
- 32. Food shall be limited to prepackaged and/or ready to eat food as defined by Title 20 of the Municipal Code. Prepackaged food is any processed food prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer. Ready-To-Eat food that is in a form that is edible without additional washing, cooking, or preparation by the food facility or the consumer and that is reasonably expected to be consumed in that form.
- 33. Traditional meal service either at a counter or table shall be prohibited. Beverages served in conjunction prepackaged or ready-to-eat food does not constitute a meal. Cooking or meal preparation facilities shall be prohibited.
- 34. Supplemental off-street parking shall be provided during the morning peak hours (7 a.m. to 10 a.m.) through an off-site parking agreement with a nearby commercial property owners or businesses. The agreement shall be approved by the Office of the City Attorney. The location of the off-site parking shall by approved by the Planning Director.

- 35. The applicant shall submit a status report regarding all off-site parking agreements to the Planning Department on an annual basis from the effective date of this permit.
- 36. This Use Permit shall be reviewed by the Planning Commission for compliance with the conditions of approval 6 months from its effective date.

Findings and Conditions Accessory Outdoor Dining Permit No. OD 76

Findings and Conditions Accessory Outdoor Dining Permit 76 Planning Commission approval 12/07/2000 and City Council approval 02/13/2001

FINDINGS

- The Land Use Element of the General Plan and the Local Coastal Program designate the
 property for "Retail and Service Commercial" land use; and the proposed outdoor dining
 is accessory to an existing food service use, a permitted use within that designation.
- 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 Class 1 (Existing Facilities).
- 3. The approval of this application will not, under the circumstances of this case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of the city for the following reasons:
 - Since the use is accessory to and an extension of the existing food service use, subject to all the findings conditions of approval of Planning Director's Use Permit No. 69 and any subsequent amendments, and not an independent use
 - The proposed outdoor dining area is compatible with the surrounding land uses
 and its limited hours should prevent noise from adversely impacting the nearby
 residential uses since the proposal does not include any noise generating
 activities (i.e., entertainment).
 - The proposed accessory outdoor dining will not be located so as to result in a reduction of existing parking spaces.
 - The restrictions on the use of solid roof structures as applied to this approval are consistent with the intent and purpose of the accessory outdoor dining

CONDITIONS:

- 1. Development shall be in substantial conformance with the approved site plan and floor plan, except as noted in the following conditions.
- 2. The accessory outdoor dining shall be used in conjunction with the related adjacent food establishment and shall be limited to a maximum of 12 seats and 250 sq.ft. maximum (gross area), as proposed (25 percent of the indoor net public area of 1,000 sq.ft.), unless a use permit is obtained from the Planning Commission.
- Prior to issuance of the building permit, the revised floor plan showing the configuration of the outdoor dining area and retention of the landscape planter shall be submitted for review by the Planning Director (the use of physical barriers to delineate the area shall be specifically defined and labeled).
- 4. The tables located between the building and the East Coast Highway right-of-way shall be permanently anchored to the ground or otherwise affixed to the building. No freestanding tables shall be permitted outside of the facility or the area enclosed by the planter or in the public right-of-way. The specific brand, type and model of table tops and seating shall be approved by the Planning Department prior to installation and any proposed changes to the type or model shall be approved prior to installation. The seating adjacent to the food use facility shall be limited to the area as delineated on the approved site plan only.

- 5. Prior to implementation of the outdoor dining use, the applicant shall provide a detailed landscape and irrigation plan to show changes and enhancement to the existing landscape planter areas at the front and rear of the subject property (as depicted on the approved site plan), to determine compliance with the landscape plan approved in conjunction with Site Plan Review No. 44.
- 6. The hours of operation of the outdoor dining area is limited to between the hours of 6:00 a.m. and 11:00 p.m., Monday through Thursday and 6:00 a.m. to midnight, Friday through Sunday. Any increase in the hours of operation shall be subject to the approval of an amendment to this application and an amendment to Planning Director's Use Permit No. 69.
- 7. The operator of the restaurant facility shall be responsible for the control of noise generated by the subject facility. The use of outside loudspeakers, paging system or sound system shall be prohibited in the outdoor dining area. The noise generated by the proposed use shall comply with the provisions of Chapter 10.26 of the Newport Beach Municipal Code. Chapter 10.26 provides, in part, that the sound shall be limited to no more than depicted below for the specified time periods:

	Between the hours of 7:00AM and 10:00PM		Between the hours of 7:00AM and 10:00PM	
Location	Interior	Exterior	Interior	Exterior
Residential Property	45dBA	55dBA	40dBA	50dBA
Residential Property located within 100 feet of a commercial property	45dBA	60dBA	45dBA	50dBA
Mixed Use Property	45dBA	60dBA	45dBA	50dBA
Commercial Property	N/A	65dBA	N/A	60dBA

- 8. The applicant shall retain a qualified engineer specializing in noise/acoustics to monitor the sound generated by the outdoor dining activity to insure compliance with these conditions, if required by the Planning Director.
- 9. The use of area heaters shall be approved by the Building Department and the Fire Department prior to installation or use. The use of propane heaters and the storage of propane containers on the premises is prohibited, unless otherwise approved by the Fire Department..
- 10. The operator of the food service use shall be responsible for the clean-up of all on-site and off-site trash, garbage and litter generated by the use. Additionally, the area outside of the food establishment, including the public sidewalks, shall be maintained in a clean and orderly manner and may be subject to providing periodic steam cleaning of the public sidewalks as required by the Public Works Department.
- 11. Trash receptacles for patrons shall be conveniently located outside of the related food service facility to serve the accessory outdoor dining area.
- 12. No outside paging system shall be utilized in conjunction with this outdoor dining establishment.

- 13. Alcoholic beverage service shall be prohibited in the outdoor dining areas, unless an amendment to the existing use permit and this outdoor dining permit is first approved in accordance with the provisions of the Newport Beach Municipal Code.
- 14. All applicable conditions of approval of Planning Director's Use Permit No. 69 shall apply and remain in force (copy attached).
- 15. Should problems arise with regard to noise associated with the outdoor dining areas, the Planning Department reserves the right to require the removal of all or a portion of the outdoor dining area seating in the areas which contribute to the noise problems or complaints.
- 16. Should this business be sold or otherwise come under different ownership, any future owners or assignees shall be notified of the conditions of this approval by either the current business owner, property owner or the leasing company.
- 17. The Planning Department may add to or modify conditions of approval to this outdoor dining permit, or revoke this approval upon a finding of failure to comply with the conditions set forth in Chapter 20.82 of the Municipal Code or other applicable conditions and regulations governing the food establishment. The Planning Director or the Planning Commission may also revoke this permit upon a determination that the operation which is the subject of this approval causes injury, or is detrimental to the health, safety, peace, morals, comfort, or general welfare of the community.
- 18. This approval shall expire unless exercised within 24 months from the end of the appeal period.

Applicant's Project Description

Project Description
For
Starbucks Coffee Company
Corona del Mar, California
Staff Approval
August 9, 2012

Project Description

The existing Starbucks is located at 2801 East Coast Highway, and consists of 1,750 SF (gross). The project is located within an existing multi-tenant building, and governed by the CC (Commercial Corridor) Zoning District.

The proposed tenant improvement for the existing Starbucks consists of casework, furniture, minor equipment, new interior partition walls, addition of exterior fire pit, expansion of existing exterior patio, relocation of entry doors, and modified lighting.

Starbucks is proposing to relocate the existing exterior wall to increase the square footage of the patio area from 220 SF to 450 SF. The store enhancements will include the addition of an exterior fire pit, low concrete walls with built-in planters, proposed metal trellis along the patio façade, and relocating the front entrance and patio entrance doors. All exterior colors and materials to remain the same and/or match existing.

Allowable public area per the City of Newport Beach Use Permit No. 69, dated 12/7/00, is 1,000 SF plus 25% of indoor public area.

Proposed indoor public area is: 579 SF of Retail 145 SF of Seating

Total: 724 SF

Proposed outdoor public area is: 450 SF of Patio

Total allowable public area is 1,000 SF + (25%)(724 SF)= 1,181 SF

Total proposed public area is 579 SF of Retail + 145 SF of Seating + 450 SF of Patio= 1,174 SF, which is less than the allowable public area square footage.

There are nine existing parking stalls designated for Starbucks, with an additional proposed five stalls designated for Starbucks use from 7am - 10am, which are located on the adjacent tenant's, Francis-Orr Fine Stationery, parcel.

Proposed building signage to be submitted under separate permit.

City Parking Letter



CITY OF NEWPORT BEACH PLANNING DEPARTMENT 3300 NEWPORT BOULEVARD NEWPORT BEACH, CA 92658 (949) 644-3200; FAX (949) 644-3229

November 16, 2001

Starbucks Coffee Company Mr. A. J. Cool 17700 Newhope Street, Suite 200 Fountain Valley, CA 92708

Re:

Planning Director's Use Permit 69 & Accessory Outdoor Dining Permit 76

2801 East Coast Highway, Corona del Mar, CA

Dear Mr. Cool:

Thank you for meeting with us last week regarding the documents required for the offsite parking agreement for the Starbucks' expansion project. Following our meeting, Jim Campbell and I met with Ms. Temple and Ms. Wood to discuss the intent of the City Council at its meeting on February 13, 2001.

The Planning Director has determined that the intent of City Council was for supplemental off-street parking to be provided through the implementation of an off-site parking agreement between Starbucks and a nearby business. Further, the peak morning hours were not specifically identified as being between the hours of 7:00 to 10:00 a.m. at the meeting. Thus, the Planning Director has authorized the supplemental off-street parking spaces to be provided between the hours of 6:00 and 9:30 a.m. Therefore, the document submitted for our review meets the intent of City Council and has been approved by the City Attorney.

With regard to the parking management plan, please provide the additional following information both in written and graphic plan format:

A) On-site posting of all available parking. Item 1. Provide a site plan and elevation of the building indicating the location of the revised existing sign on the planter box wall, and a detail of the revised sign copy. Item 2. Indicate location of stenciled sign at front entrance on site plan and elevation, and provide detail of sign copy. Item 3. Indicate on site plan location of on-site parking spaces. Provide detail of sign copy and indicate on site plan location of placard signs.

B) Posting of off-site parking areas in conjunction with all off-site parking agreements. Indicate location of off-site parking spaces on site plan. Provide detail of sign copy and indicate on site plan location of signs.

C) Methods of educating customers on the availability of parking. In addition to the exterior signage regarding availability and location of on-site and off-site parking, signage shall be posted at service counter, which provides a schematic of the location of the available off-street parking. Provide detail of sign copy.

D) Mandatory employee use of the on-site tandem spaces. Please provide copy of written policy issued by Starbucks to its employees.

E) Use of on-site parking by other businesses. Provide copy of executed agreement for our files.

Please provide the above requested information and a copy of the executed parking agreement at your earliest convenience so that we may proceed with the project.

Thank you for your continued cooperation regarding this matter. Should you have any questions, please do not hesitate to contact me at (949) 644-3236.

Sincerely,

PATRICIA L. TEMPLE, Planning Director

Janet Johnson Brown

Assistant Planner

cc: Keith Glassman

Copy to files: OD 76 & PDUP 69

F:\USERS\PLN\S\ARED\2LETTERS\2801ECH Starbucks.doc

Parking Management Plan



Starbucks Coffee Company Southwest Zone Office 17700 Newhope Street, Suite 200 Fountain Valley, CA 92708 714/424-1900 Fax: 714/424-1919

Fax: 714/424-1920 Store Development

RECEIVED BY
PLANNING DEPARTMENT
CITY OF NEWDOCT OF ACM

AM OCT 1 2 2001 PM P(8(9)10(11)113(11)5(4(8(8 A)

October 12, 2001

Patricia Temple
Planning Director
City of Newport Beach
P.O. Box 1768
Newport Beach, CA 92658-8915

Re:

Planning Director's Use Permit 69 and Accessory Outdoor Permit 76 2801 East Coast Highway, Corona Del Mar, CA

Dear Ms. Temple;

Pursuant to Conditions #18 and #34 of the above approved permits, we are submitting a parking management plan and supplemental off-street parking agreement for review and approval by your office and the Office of the City Attorney.

Parking Management Plan:

- A) On-site posting of all available parking. 1. Currently there is a "Parking In Rear" sign painted on the planter box wall at the southwest corner of Goldenrod and East Coast Highway. During the remodel process we will add "under Building" to the existing sign. 2. We will stencil a sign near the front entrance indicating that parking is available under the building and in the off-site parking area from 6:00 to 9:30 am daily. 3. There will be placard signs over the six tandem spaces located under the building, reserving two spaces for the adjacent tenant(per the off-site agreement) from 9:30 am to 6:00 pm daily and reserving four spaces for Starbucks employee parking. Starbucks employees will utilize the on-site parking.
- B) Posting of off-site parking areas in conjunction with all off-site parking agreements. Currently there is one parking agreement with the adjacent property (Francis-Orr Stationers). There will be signs posted in the spaces available to Starbucks customers indicating the hours that the spaces may be used and warning of vehicle towing during other hours.
- C) Methods of educating customers on the availability of parking. Through the posting of signs both on-site and off-site customers will become aware of the available off-site and on-site parking.
- D) Mandatory employee use of the on-site tandem spaces. Starbucks will implement a policy of mandatory employee use of the on-site tandem spaces.
- E) Use of on-site parking by other business. There is currently a parking agreement between Starbucks and Francis-Orr Stationers for the use of two tandem spaces on-site during the hours of 9:30 am to 6:00 pm daily.

Ms. Patricia Temple October 12, 2001 Page two

Parking Agreement:

Please review and approve the attached parking agreement that will be signed once we receive approvals from your office. The parking agreement contains Exhibit A and Exhibit B which depict the locations of the on-site and off-site parking.

We look forward to receiving the necessary approvals from the City of Newport Beach that the above satisfies conditions #18 and #34 of the above referenced permits. I would appreciate a letter indicating the status of the approvals.

Please contact me with any questions or comments.

Sincerely,

Starbucks Coffee Company

A.J. Cool Asset Manager X2345

46 .

Off-Site Parking Agreement

. :

No. 4217 P. 2/10

PARKING LOT LEASE AND LICENSE AGREEMENT

THIS PARKING L	OT LEASE AND LICENS	SE AGREEMENT ("Agreem	ent") is made and
entered into this day of	of 200	01, between Danlea, Inc., a C	California corporation,
		nd Starbucks Corporation, a	
corporation, ("Lessee"). Le	essee is the tenant of retail	premises located at 2801 E.	Coast Highway,
Corona Del Mar, California	192625, ("Retail Premises	") under that certain Lease A	greement dated
January 17, 1992, which les	ase, together with all amen	dments thereto, is referred to	hereafter as the
"Retail Lease". Landlord u	nder the Retail Lease is Cl	narles S. Mosesian ("Retail P	remises Landlord").
Under the terms of the Reta	ill Lease, the Retail Premis	es Landlord provides Lessee	with nine (9) parking
spaces located in the underg	ground parking area of the	Retail Premises.	
spaces located in the under	ground parking area of the	Retail Premises.	

WITNESSETH:

1. PARKING LOT PREMISES AND RETAIL PARKING PREMISES.

A. Lessor, as owner in fee, hereby leases and demises to Lessee, and Lessee takes and hires of and from Lessor on the terms and conditions set forth in this Agreement, five (5) parking spaces available only from 6 a.m. until 9:30 a.m. each day ("Parking Lot Premises") which are located at 2823 East Coast Highway in the City of Newport Beach, County of Orango, State of California, which Parking Lot Premises are located in the Lessor's parking lot behind Francis-Orr Stationers. The Parking Lot Premises are designated "parking lot" and marked with diagonal lines on the plot plan attached to this Agreement and incorporated into it as Exhibit A.

B. Lessee hereby grants to Lessor a license to use two (2) of the parking spaces located in the underground parking area of the Retail Premises available only from 9:30 a.m. until 6 p.m. each day (hereafter the "Licensed Parking Premises"). The Licensed Parking Premises are shown on the attached and incorporated Exhibit B.

C. The Lease is material consideration for the License and the License is material consideration for the Lease and the Lease and License are specifically conditioned one upon the other. Should the either the Lease or the License terminate or be terminated (or be cancelled) for any reason whatsoever the other shall also immediately terminate (or be cancelled).

2. TBRM.

The term of this Agreement shall be on a month-to-month basis, commencing on the date the last party eight this Agreement as shown on the signature page and shall terminate upon either party's receipt of thirty (30) days prior written notice from the other party (the "Termination Notice"). The party terminating this Agreement shall also send a copy of the Termination Notice to the City of Newport Beach Planning Department, 3300 Newport Beach Blvd., Newport Beach, California 92663.

VREVDGL/Genero/Corona Del Mar Parking,4 12/05/01

STARBUCKS REAL ESTATE Dec. 7. 2001 11:58AM

No. 4217 P. 3/10

ACCEPTANCE OF PREMISES.

Lessee has examined the surface of the Parking Lot Premises and Lessor has examined the surface of the Licensed Parking Premises and each agrees to accept the surface in an "AS IS" condition.

4. RENT.

Lessee covenants and agrees to pay to Lessor on the first day of the term of this Agreement and throughout the term hereof, as rent for the Premises, Two Hundred and 00/100 Dollars (\$200.00) per month, payable in advance on the first day of each month throughout the term hereof. Rent for any period during the term of this Agreement less than one calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

5. USE.

- A. It is a condition of this Agreement, and Lessee agrees, that during the term hereof the Parking Lot Premises shall be used by Lessee only for a parking lot for Lessee's customers, licensees, invitees and employees.
- B. Lessor acknowledges and agrees that the Lessee shall have non-exclusive use of the Parking Lot Premises only from 6:00 a.m. to 9:30 a.m. daily ("Approved Hours").
- C. Lessee shall provide a sign, which will include Lessor's logo (and Lessor warrants to Lessee that Lessor has lawful right to use such logo), inside the front door of Lessee's retail store premises that invites Lessee's customers to use the Parking Lot Premises for parking only during the Approved Hours. Lessee shall also provide a location within its premises for Lessor's business brochures (and Lessor indemnifies and agrees to hold Lessee harmless with respect to the content of such brochures). Lessee shall post signs on the Parking Lot Premises at Lessee's expense warning its customers that cars parked on the Parking Lot Premises after the Approved Hours will be subject to towing at the expense of the car's owner.
- D. Lessee acknowledges and agrees that the Licensed Parking Premises as shown on Exhibit B shall be for the exclusive use of Lessor only from 9:30 a.m. to 6:00 p.m. daily and it is a condition of this Agreement, and Lessor agrees, that during the term hereof the Licensed Parking Premises shall be used by Lessor only for use of Lessor and Lessor's employees.
 - E. Neither party shall use the name of the other party as part of its business name.
- F. Lessee shall not place or display any forms of advertising on the Parking Lot Premises without Lessor's prior written approval.
- G. Lessee shall neither permit nor commit any waste or nuisance on the Parking Lot Premises and Lessor shall neither permit nor commit any waste or nuisance on the Licensed Parking Premises.



No. 4217 P. 4/10

6. NO PARTNERSHIP.

Notwithstanding the agreements contained in this Agreement, it is expressly understood that the parties are not partners in the conduct of their business, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain that of Lessor and Lessee and Licensor and Licensee.

INDEMNITY AND ASSUMPTION OF RISK.

- A. Lessee shall and does hereby assume all risk of damage to property and for injuries or death to persons in or about the Parking Lot Premises resulting from Lessee's and Lessee's permitted users occupancy or use of the Parking Lot Premises, other than that resulting from Lessor's negligence or intentional wrongdoing, and Lessee does hereby defend and indemnify Lessor for and hold it exempt and harmless from or on account of any such damage, injury or death and all liability, costs and expenses (including attorneys' fees) therefor
- B. Lessor shall and does hereby assume all risk of damage to property and for injuries or death to persons in or about the Licensed Parking Premises resulting from Lessor's occupancy or use of the Licensed Parking Premises, other than that resulting from Lessee's negligence or intentional wrongdoing, and Lessor does hereby defend and indemnify Lessee from and hold it exempt and harmless from or on account of any such damage, injury or death and all liability, costs and expenses (including attorneys' fees) therefor.

INSURANCE.

Lessee and Lessor shall both maintain, at their respective expense, during the term of this Agreement public liability and property damage insurance written by one or more responsible insurance companies which are authorized to do business in the State of California and Best rated A VIII or better insuring against liability for injury, including death, to persons and damage to property occurring in or upon the Premises. The minimum limits of liability of such insurance shall not be less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Lessor and Lessee hereby waive any rights each may have against the other on account of any loss or damage which may arise from any insured risk and the parties shall make commercially reasonable efforts to obtain from their respective insurance companies a waiver of any right of subrogation which the insurance company may have against the Lessor or the Lessee, as the case may be. Notwithstanding the requirements of any other sections of this Agreement, Lessee shall have the right, at its sole election, to self insure with respect to some or all of the required insurance coverage provided that Lessee shall have the right only as long as Lessee maintains a net worth in excess of Twenty Five Million Dollars (\$25,000,000.00). At Lessor's request, but no more than twice annually, Lessee will provide Lessor with reasonably satisfactory evidence establishing that Lessee has maintained its net worth in excess of Twenty Five Million Dollars (\$25,000,000.00).



No. 4217 P. 5/10

REPAIRS AND MAINTENANCE.

Lessor shall maintain the Parking Lot Premises in reasonably good condition and repair. Lessor shall give Lessee advance notice before commencing any repairs, other than emergency repairs, which would close the Parking Lot Premises during the Approved Hours. Lessee shall give Lessor such advance notice regarding planned repairs to the Licensed Parking Premises by the Retail Premises Landlord.

10. DEFAULT.

- A. If Lessee fails to perform any of the other terms, conditions, covenants or provisions herein contained on the part of Lessee to be kept and performed for a period of ten (10) days after written notice of demand for performance from Lessor, then in any such event, Lessor, besides such other rights and remedies as it may have at law or in equity, may recover from Lessee all damages it may incur by reason of such default or breach, may terminate this Agreement, and may recover possession of the Parking Lot Premises free and clear of all claims and demands of Lessee.
- B. If Lessor fails to perform any of the terms, conditions, covenants or provisions herein contained on the part of Lessee to be kept and performed for a period of ten (10) days after written notice of dentand for performance from Lessee, then in any such event, Lessee, besides such other rights and remedies as it may have at law or in equity, may recover from Lessor all damages it may incur by reason of such default or breach, may terminate this Agreement, and may recover possession of the Licensed Parking Premises free and clear of all claims and demands of Lessor.

11. SURRENDER OF POSSESSION.

Lessee expressly covenants and agrees that upon the termination of this Agreement, whether by the expiration of time or otherwise, it will immediately surrender and deliver the Parking Lot Premises to Lessor. Lessor expressly covenants and agrees that upon the termination of this Agreement, whether by the expiration of time or otherwise, it will immediately surrender and deliver the Licensed Parking Premises to Lessee.

12. ASSIGNMENT AND SUBLETITING.

- A. Lessor may at any time transfer its interest in this Agreement and the underlying fee; whereupon Lessor shall be relieved of all liability under this Agreement arising after the date of transfer. Lessor or its successor in interest shall furnish to Lessee written notice of such transfer or a copy of the original instrument assigning Lessor's interest or a copy of any deed conveying Lessor's fee interest in the Parking Lot Premises. Such notice or instruments shall evidence the fact that such assignee or transferee has assumed all of Lessor's obligations hereunder, acquired sufficient title and insurance and state the address at which rent and notices hereunder shall be made,
- B. It is a condition of this Agreement and Lessee agrees that it shall not assign this Agreement or any interest hereunder, or subjet the Parking Lot Premises or any part thereof, or license or permit any other party to occupy the same as concessionaire or otherwise without the Lessor's prior



Dec. 7. 2001 11:59AM

No. 4217 P. 6/10

written consent which consent shall not be unreasonably withheld; provided, however, Lessee may assign or sublet the Parking Lot Premises to Lessee's parent, affiliate or partnership companies or by merger, sale or transfer of stock, without Lessor's consent. Any other purported transfer without Lessor's written consent, shall be voidable by Lessor.

13. ATTORNEY'S FBES.

In the event either party brings or commences a legal action or proceeding to enforce or interpret any of the terms of this Agreement, the successful party in such action or proceeding shall then be entitled to receive and shall receive from the other party a reasonable sum as attorney's fees to be fixed by the court in such action or proceeding. In addition, the party obtaining a judgment against the other party as a result of such legal action or proceeding may recover from the other party any attorneys fees incurred in enforcing the judgment. This provision is severable from the other provisions of this Agreement and is intended to survive any judgment and not be deemed merged into it.

14. NOTICES.

Any notice or demand to be given hereunder shall be served by personal service, by reputable overnight delivery service, by facsimile with confirmation by first class mail, or by mailing same by certified or registered mail, postage prepaid and return receipt requested, at the following addresses:

If to Lessee:

Starbucks Corporation

Property Management Department

2401 Utah Avenue South

Mailstop SRE-3 Seattle, WA 98134

With a copy to the Department of Law and Corporate Affairs, Mailstop SLA-1 at the address above.

If to Lessor:

Harriett Malmon, President

Danlea, Inc. d/b/a
Francis-Orr Stationers
2823 East Coast Highway
Corona del Mar, CA 92625

Notice may be given to such other place as the parties hereto may in writing designate pursuant to the provisions of this Article. Notices delivered personally or sent by overnight courier, by facsimile with confirmation by first class mail shall be effective on the date received, while notices sent by certified or registered mail, shall be deemed to have been received and to be effective five (5) business days after deposit into the mail.

15. AMENDMENT AND MODIFICATION.

This Agreement may be modified or amended only by a writing, duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties or by any acts or conduct of the parties with reference thereto. This Agreement

STARBUCKS REAL ESTATE contains the entire agreement of the parties hereto and supersedes all understandings and representations relating to this Agreement and existing prior to the date of execution hereof.

HAZARDOUS MATERIAL.

Lessee warrants and represents it shall not use the Parking Lot Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic material, chemical, substance or waste. Lessor warrants and represents it has not (and is aware of no others who have) used the Parking Lot Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic material, chemical, substance or waste. Lessor indemnifies and holds Lessee harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever, including without limitation, attorneys' fees and costs, in connection with a breach of any federal, state or local environmental protection laws, regulations, rules or ordinances other than those of Lessee. Lessee indemnifies and holds Lessor harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever, including without limitation, attorneys' fees and costs, in connection with Lessee's breach of any federal, state or local environmental protection laws, regulations, rules or ordinances.

17. PERMIT CONTINGENCY.

Lessee's obligations under this Agreement are conditioned on Lessee's obtaining no later than December 31, 2001 all leases, permits, and/or licenses (including but not limited to conditional use permits, building permits and variances) that are required by applicable laws to enable Lessee to legally (a) construct Lessee's planned improvements to the Retail Premises, in accordance with Lessee's plans and (b) to conduct its business from the Retail Premises.

18. MISCELLANEOUS,

- A. Time is of the essence of this Agreement,
- B. This Agreement shall bind and inure to the benefit of, as the case may be, the heirs, successors, representatives and permitted assigns of each of the parties hereto.
- C. The headings used in this Agreement have been included only for convenience and they do not limit, expand, modify or define the paragraphs following them.
- D. The waiver of any breach of any term, covenant or condition herein contained must be express and in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding or continuing breach by Lessee of any term, covenant or condition of this Agreement, regardless of Lessor's knowledge of such preceding or continuing breach at the time of



acceptance of such rent. Any and all rights, remedies, and options given to a party in this Agreement shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

IN WITNESS WHEREOF the parties hereto have executed this Parking Lot Lease and License Agreement on the date first above written,

LESSOR:

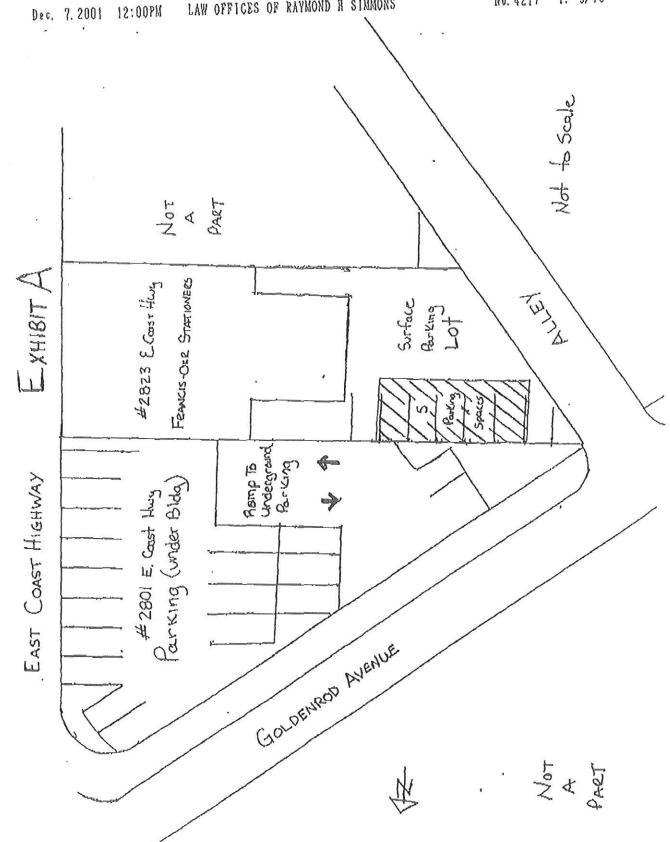
DANLEA, INC., a California corporation doing STARBUCKS CORPORATION

business as Francis-Orr Stationers,

LESSEE:

NATHAN WEINBERGER

vp asset leasing & property mgt



Attachment No. CD 8

Site Photos



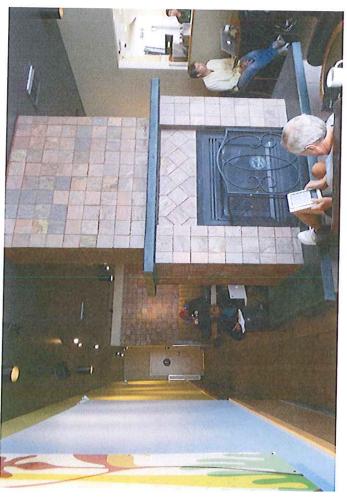






PA2012-105 for SA2012-014 2801 E. Coast Highway Starbucks Coffee Company-

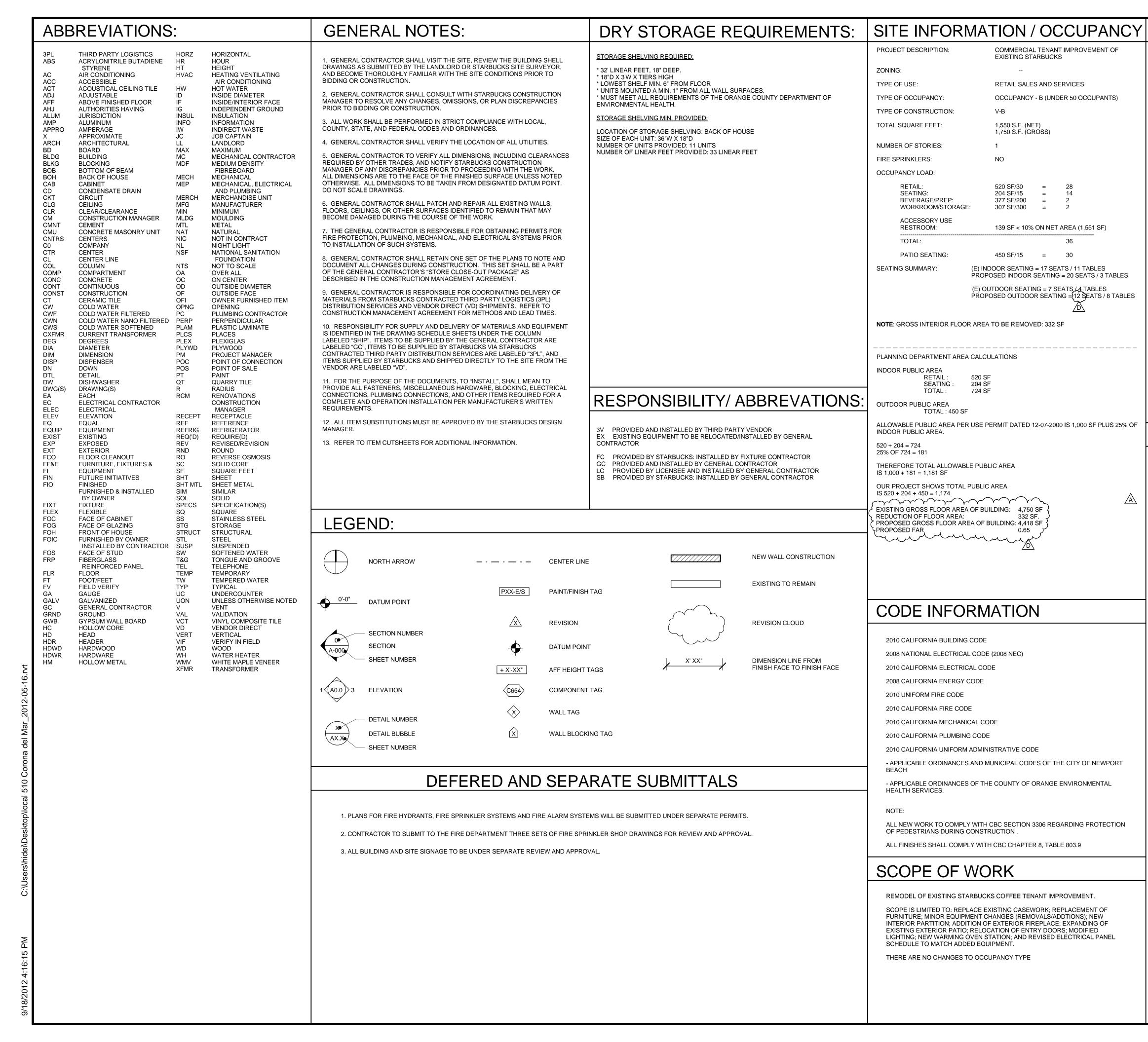






Attachment No. CD 9

Project Plans



PROJECT CONTACTS:

MAILING ADDRESS: STARBUCKS COFFEE COMPANY 2401 UTAH AVENUE SOUTH MS STOP: S-SD10 SEATTLE, WA 98134 (206) 318-1575

STARBUCKS COFFEE COMPANY **DESIGN MANAGER:** 17700 NEWHOPE STREET, SUITE 200 FOUNTAIN VALLEY, CA 92708 CONTACT: ANTHONY PEAKS (714) 424-1900 EXT 2275 PHONE

(714) 424-1920 FAX APEAKS@STARBUCKS.COM CONSTRUCTION STARBUCKS COFFEE COMPANY

17700 NEWHOPE STREET, SUITE 200 MANAGER: FOUNTAIN VALLEY, CA 92708 CONTACT: KRISTINE PODOSEK (714) 424-1900 PHONE (714) 424-1920 FAX KPODOSEK@STARBUCKS.COM

LANDLORD: NEWPORT PROPERTIES CONTACT: CHARLES MOSESIAN 27421 AVENUE 12 MADERA, CA 93637

(559) 674-9552 PHONE

(559) 674-3970 FAX

ARCHITECT OF ARCHITECTS ORANGE **CONTACT: JEFF RABBITT** RECORD: 144 NORTH ORANGE STREET ORANGE, CA 92866

> (714) 639-9860 PHONE (714) 639-5286 FAX JEFF@ARCHITECTSORANGE.COM

PROJECT MANAGER ARCHITECTS ORANGE CONTACT: HIDE IWAGAMI 144 NORTH ORANGE STREET ORANGE, CA 92866 (714) 639-9860 PHONE

(714) 639-5286 FAX

HIDEI@ARCHITECTSORANGE.COM WRIGHT ENGINEERS MEP CONSULTANT CONTACT: JAXON MCCLOY

2 VENTURE, SUITE 200 **IRVINE. CA 92618** (949) 477-4001 EXT. 2306 PHONE (949) 477-4009 FAX JMCCLOY@WRIGHTENGINEERS.COM

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LIGHTING T24 DOCUMENTS

LIGHTING T24 DOCUMENTS



Starbucks Coffee Company 2401 Utah Avenue South

Seattle, Washington 98134

(206) 318-1575

These Plans and Specifications, as well as Starbucks' Name, Logo, Trademarks, and Designs are the exclusive property of Starbucks Corporation. Any Reproduction, Modification. Disclosure, and/or use of these materials (or an portion of them) without Starbucks' prior written consent is strictly prohibited.





Revision Schedule Rev Date Description 07-27-12 Plan Check Corrections 08-07-12 Client Revision 09-10-12 Client Revision 09-16-12 Plan Check Correction

3rd Plan Check Submittal 09-18-2012

MAR NO

Store #: 510 01522-028 Project #: MCS Concept: HERITAGE Palette: Issue Date: 09-18-12 A. PEAKS

Design Manager: LEED^(R)AP: **Production Designer:**

Checked by: AO NO: AO PM: AO PS:

Sheet Title:

INFORMATION (Do Not Scale Drawings)

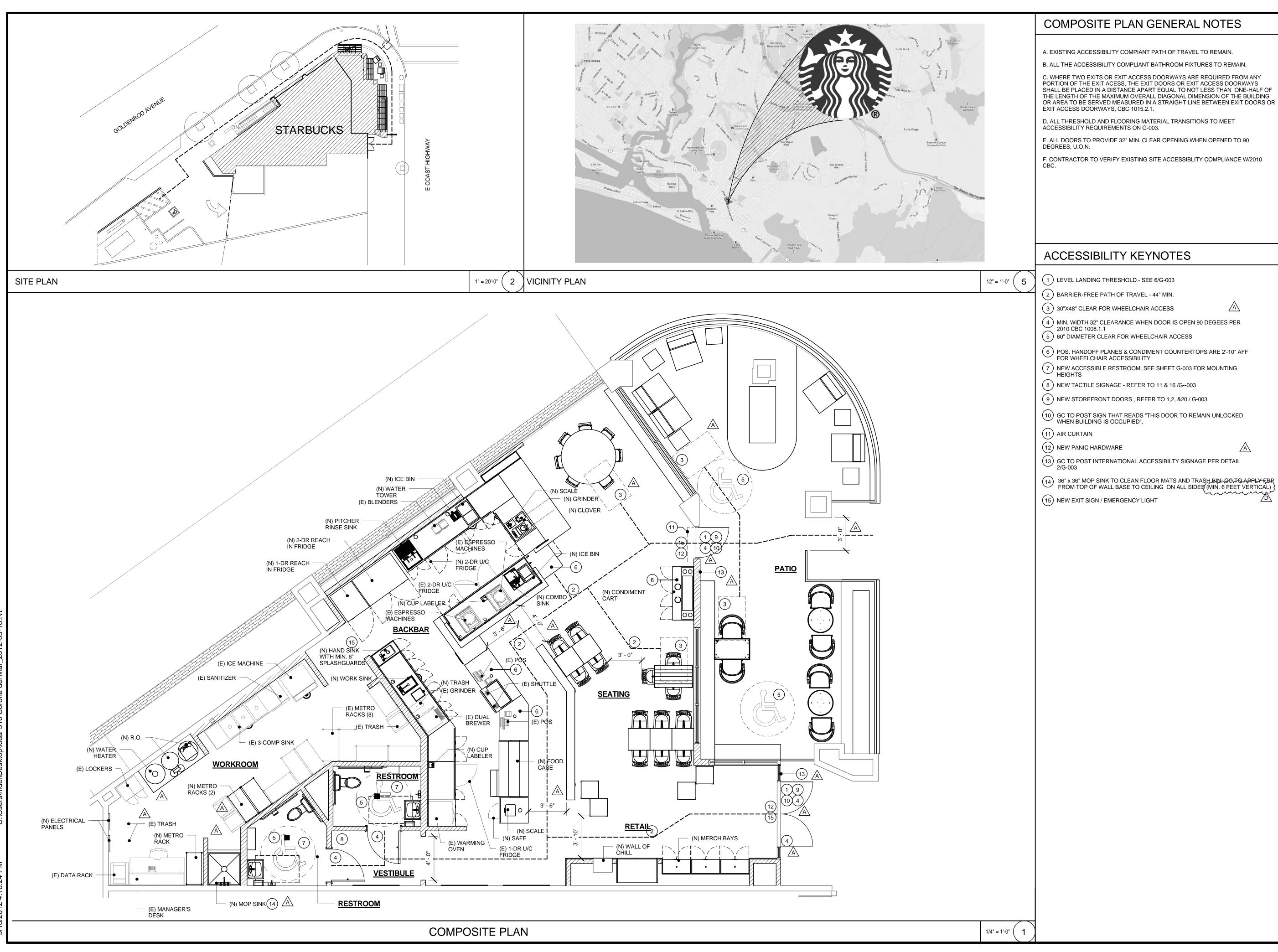
.IR

Sheet Number:

G-001

1/4" = 1'-0

GENERA



- C. WHERE TWO EXITS OR EXIT ACCESS DOORWAYS ARE REQUIRED FROM ANY PORTION OF THE EXIT ACESS, THE EXIT DOORS OR EXIT ACCESS DOORWAYS SHALL BE PLACED IN A DISTANCE APART EQUAL TO NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE BUILDING OR AREA TO BE SERVED MEASURED IN A STRAIGHT LINE BETWEEN EXIT DOORS OR
- F. CONTRACTOR TO VERIFY EXISTING SITE ACCESSIBLITY COMPLIANCE W/2010

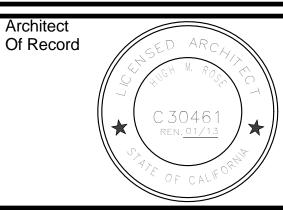


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Revision Schedule						
V	Date	Ву	Description			
	07-27-12		Plan Check Corrections			
	09-16-12		Plan Check Correction			

3rd Plan Check Submittal 09-18-2012

Store #:	510
Project #:	01522
Concept:	MCS
Palette:	HERITA
ssue Date:	09-18-12
Design Manager:	A. PEAK
LEED® AP:	
Daniel Cathair Daniel Communication	

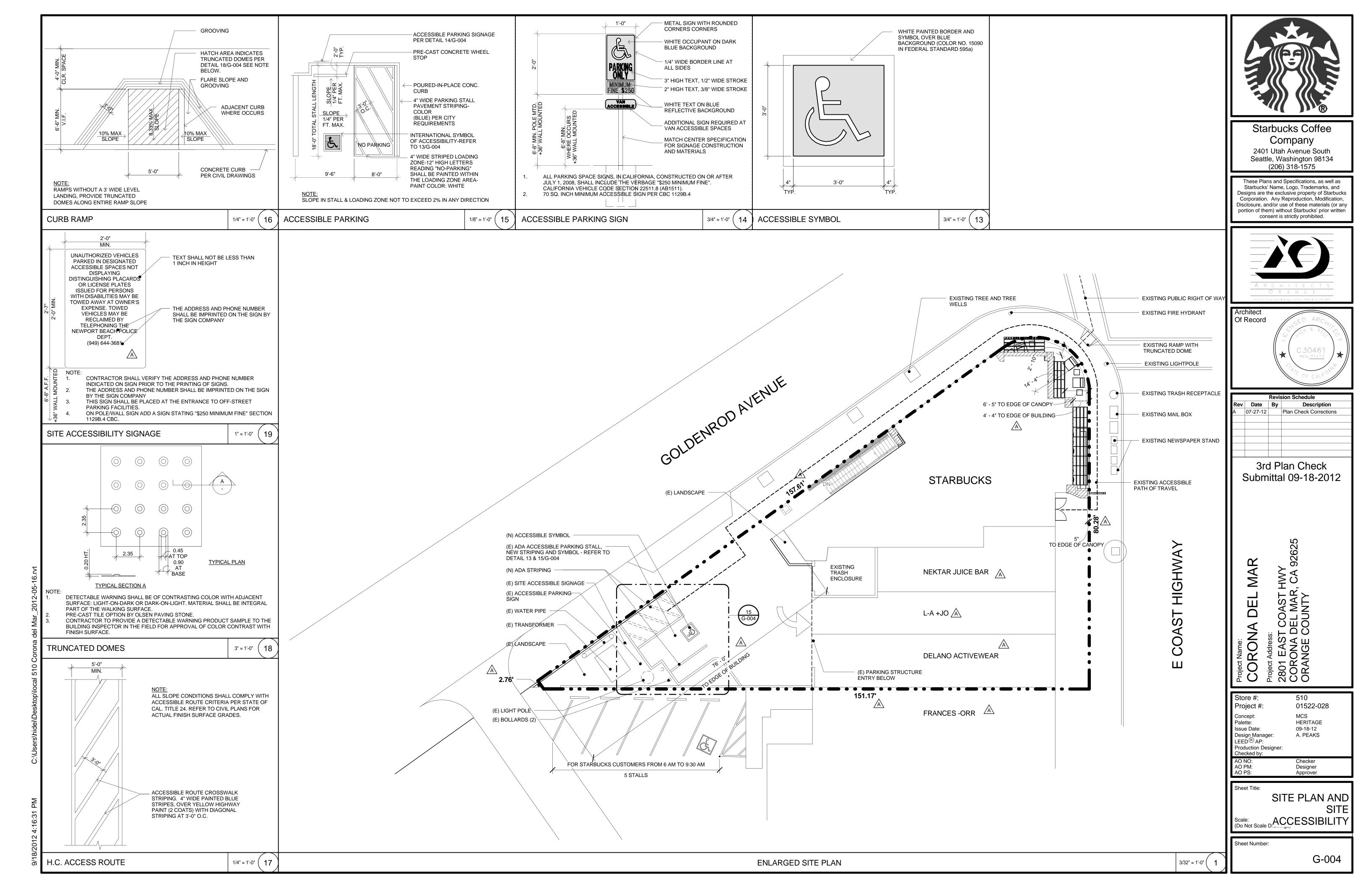
COMPOSITE PLAN

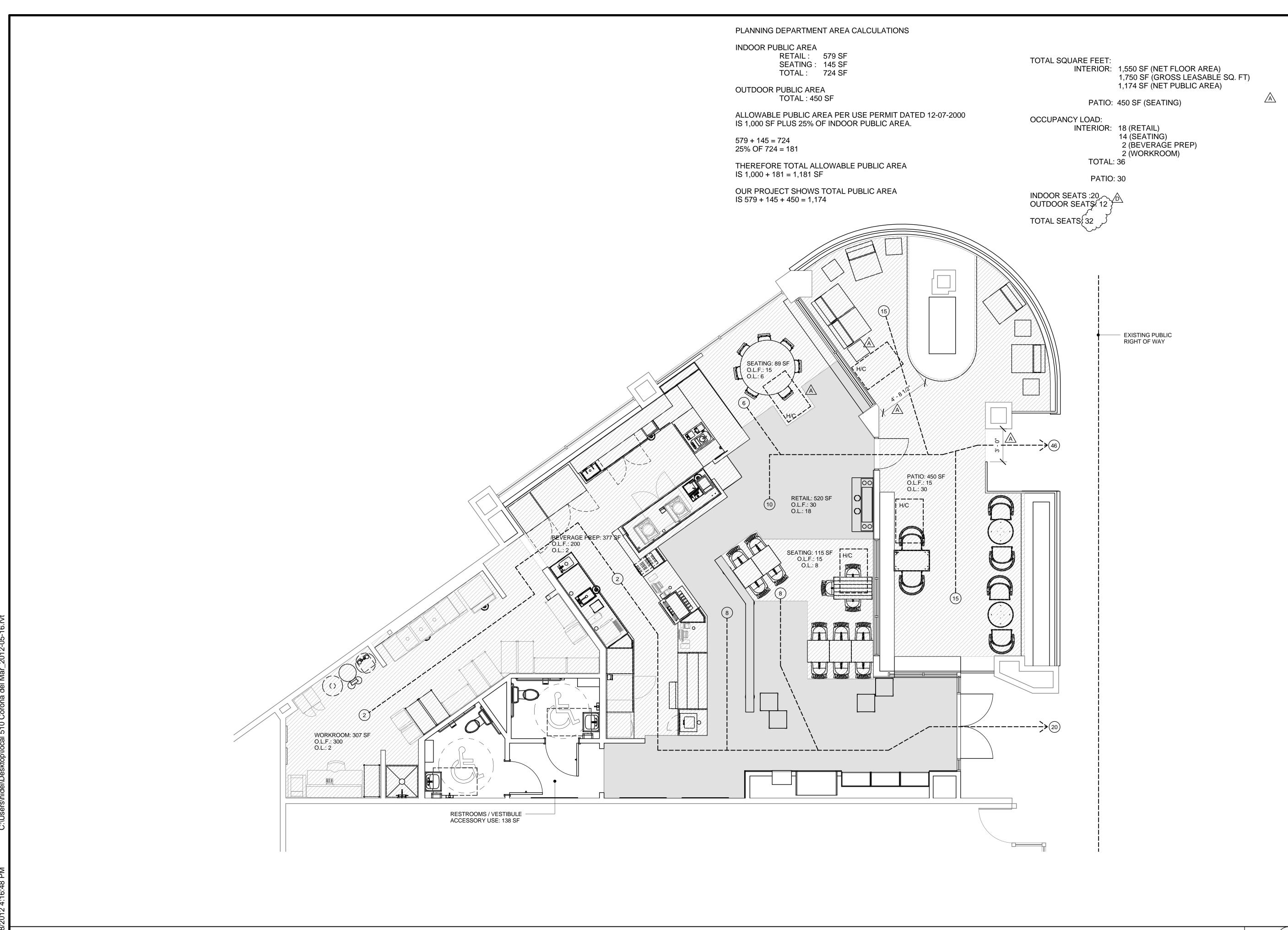
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Sheet Number:

G-002

As indicated



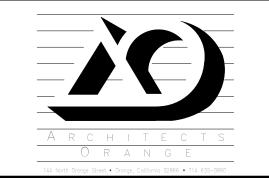


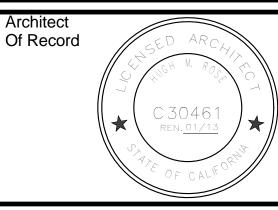


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	Revision Schedule			
Rev	Date	Ву	Description	
Α	07-27-12		Plan Check Corrections	
D	09-16-12		Plan Check Correction	

3rd Plan Check Submittal 09-18-2012

DEL

Store #:	510
Project #:	01522-028
Concept: Palette: Issue Date: Design Manager: LEED® AP: Production Designer:	MCS HERITAGE 09-18-12 A. PEAKS

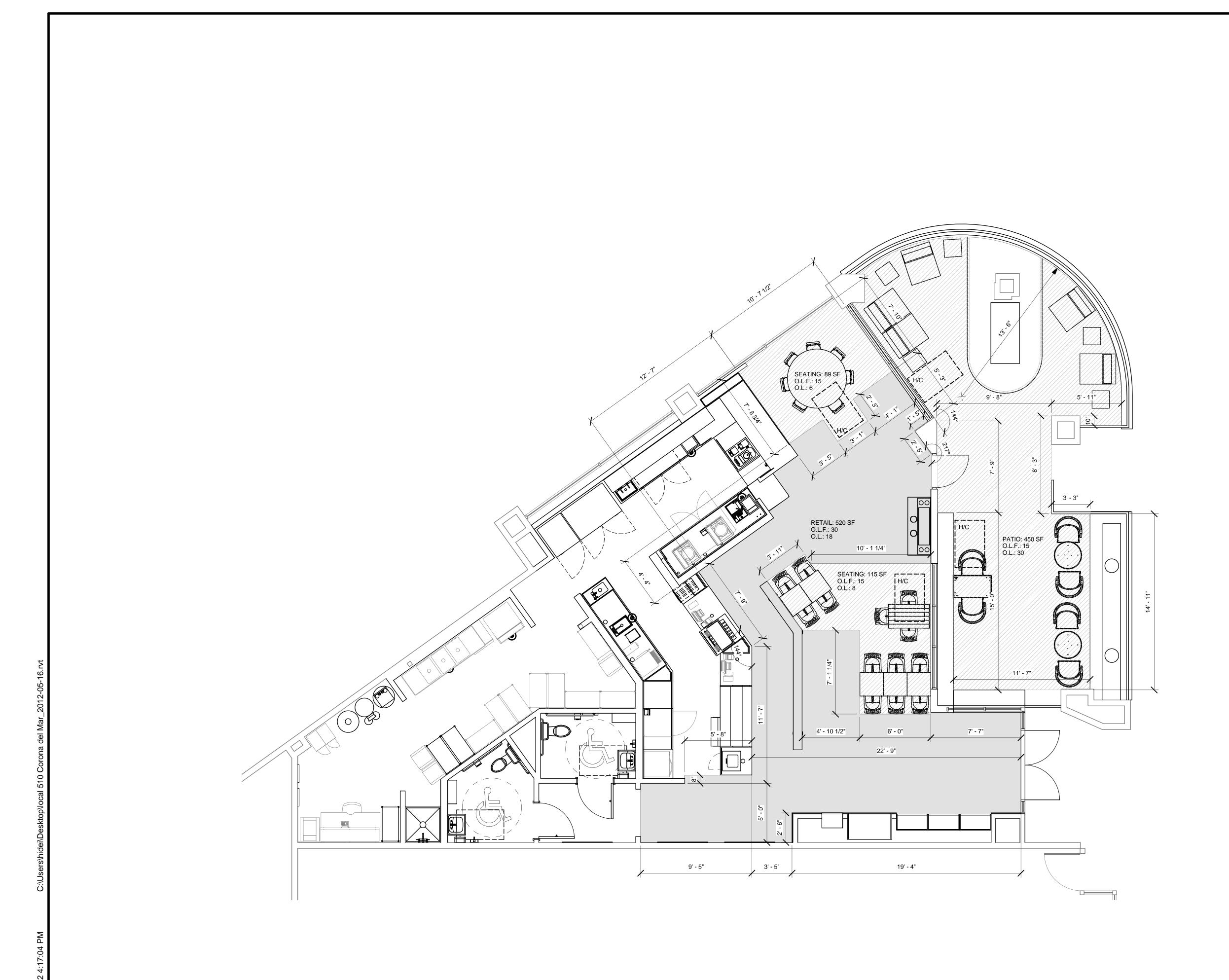
1/4" = 1'-0" (1

OCCUPANT LOAD **ANALYSIS** 1/4" = 1'-0"

Sheet Number:

Scale: (Do Not Scale Drawings)

G-005



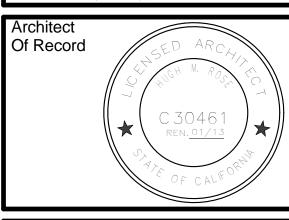


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Revision Schedule				
Rev	Date	Ву	Description	
Α	07-27-12		Plan Check Corrections	

3rd Plan Check Submittal 09-18-2012

CORONA DEL MAR
Project Address:
2801 EAST COAST HWY
CORONA DEL MAR, CA 92625

Store #: 510
Project #: 01522-028

Concept: MCS
Palette: HERITAGE
Issue Date: 09-18-12
Design Manager: A. PEAKS
LEED® AP:
Production Designer:
Checked by:

Checked by:

AO NO: Checker

AO PM: Designer

AO PS: Approver

Sheet Tit

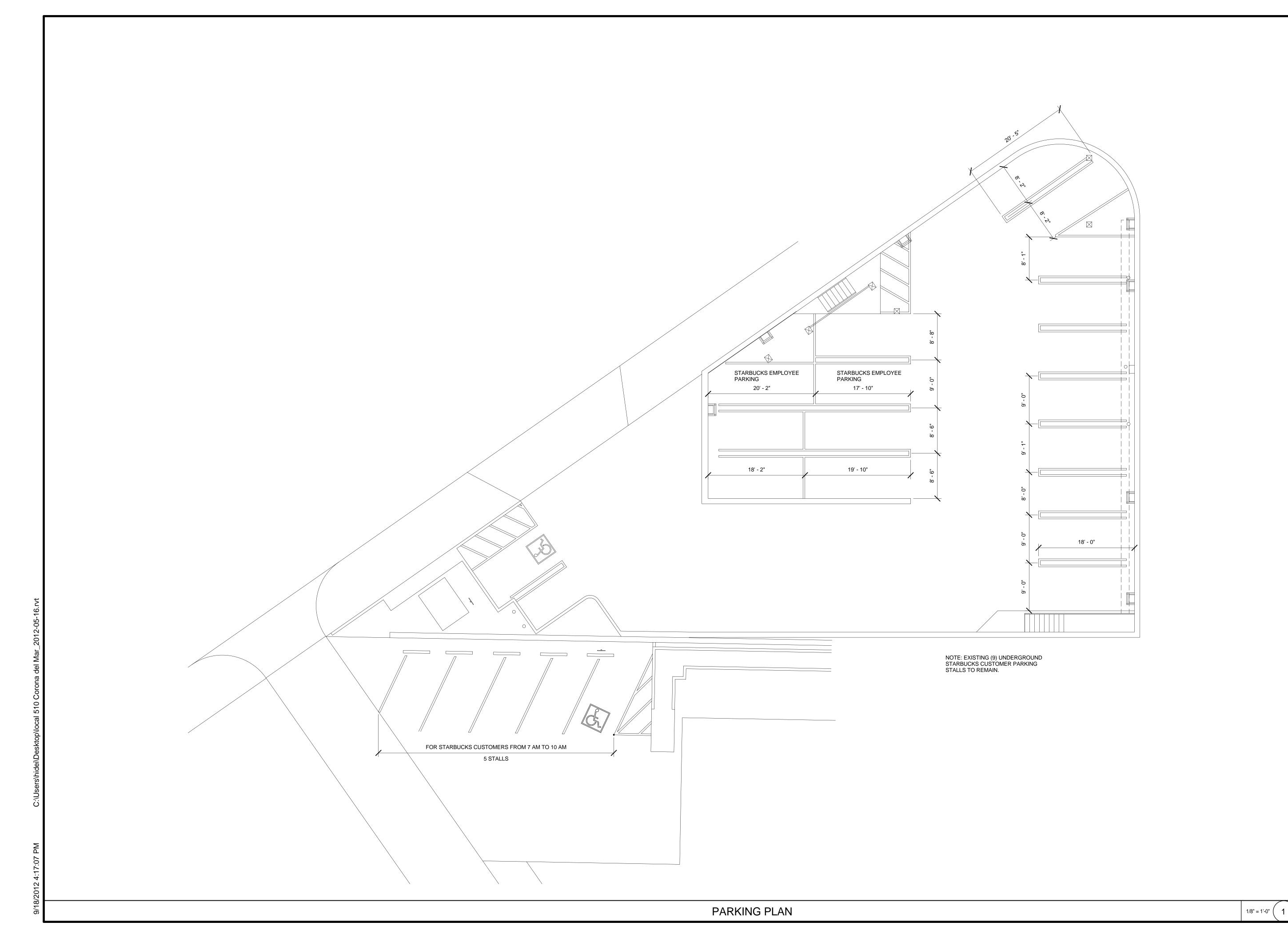
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PUBLIC AREA DIMENSION PLAN

Scale: (Do Not Scale Drawings)

Sheet Number:





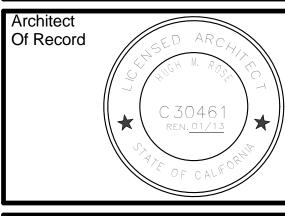


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	Revision Schedule			
Rev	Date	Ву	Description	
Α	07-27-12		Plan Check Corrections	

3rd Plan Check Submittal 09-18-2012

DEL MAR

Store #: Project #:	510 01522-028
Concept: Palette: Issue Date: Design Manager: LEED® AP:	MCS HERITAGE 09-18-12 A. PEAKS

Checker Designer Approver

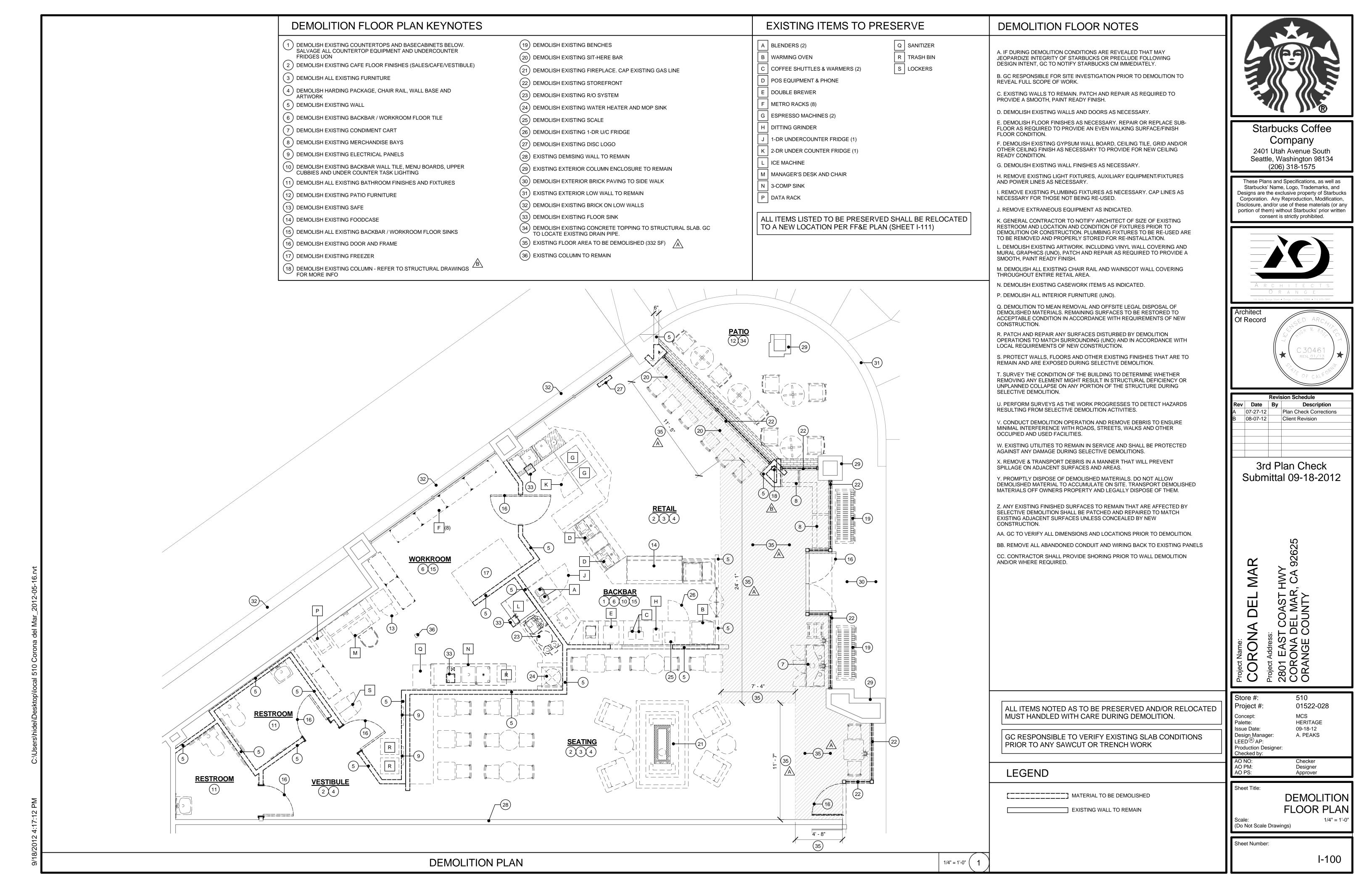
PARKING PLAN

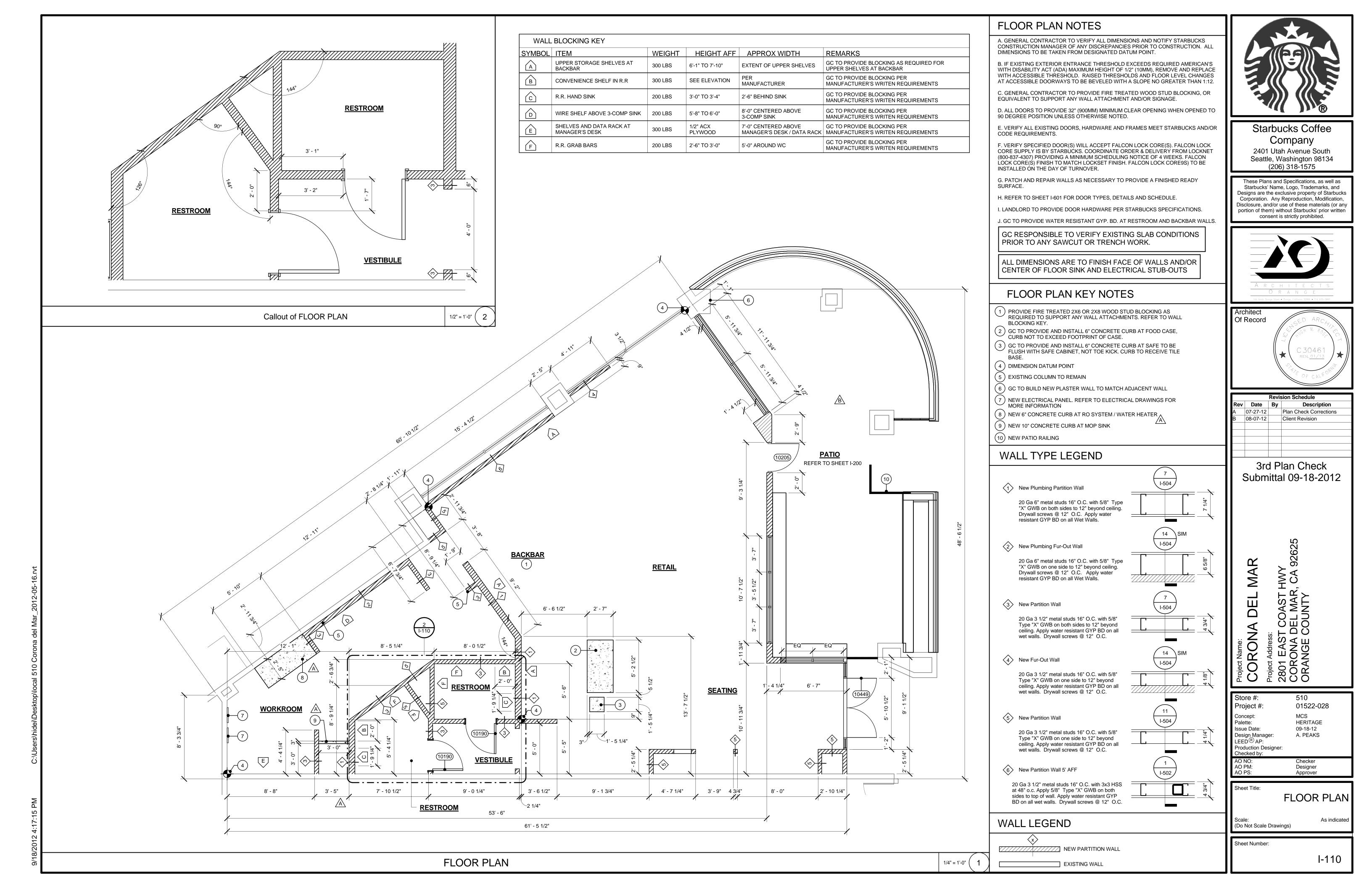
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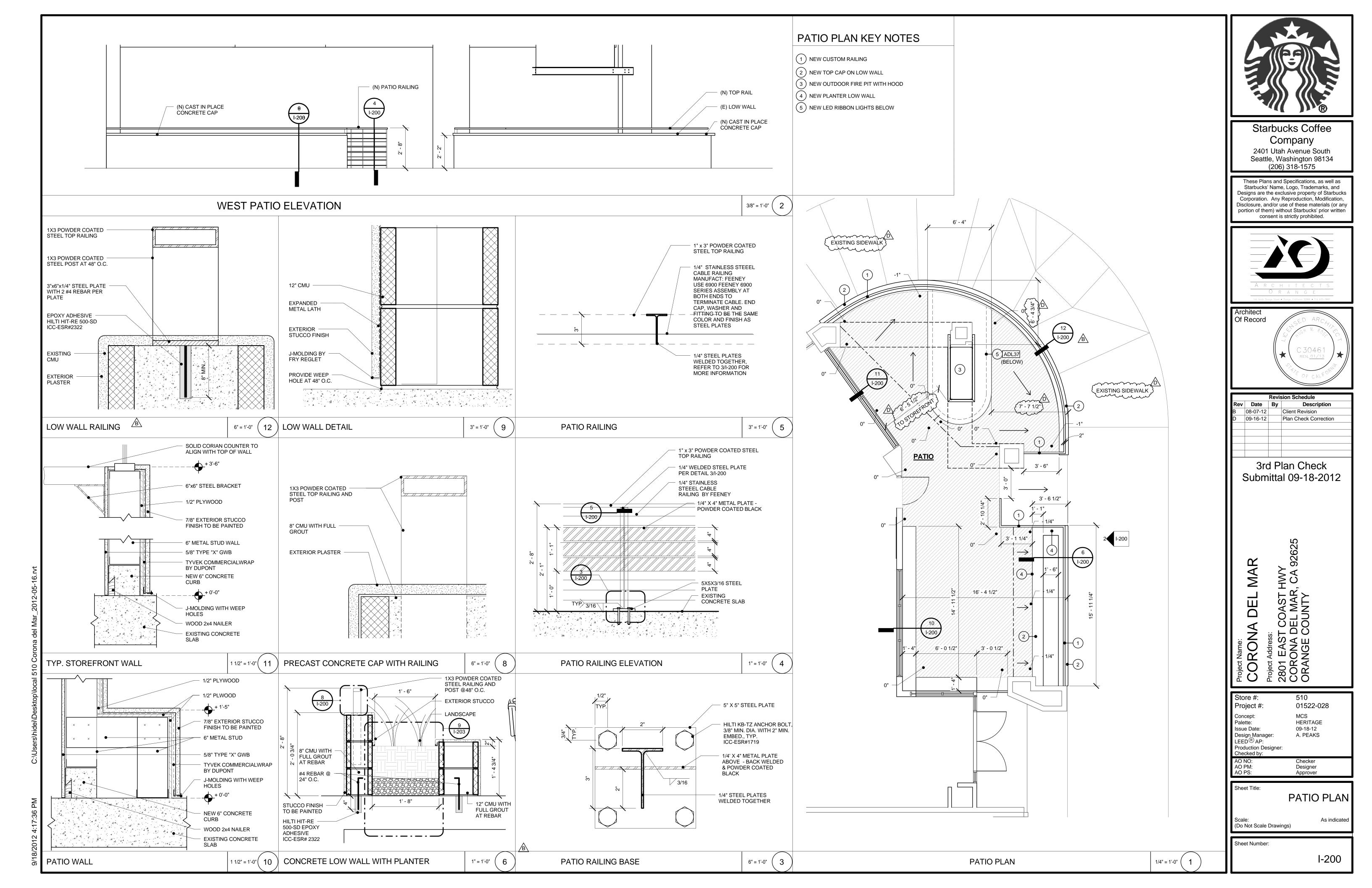
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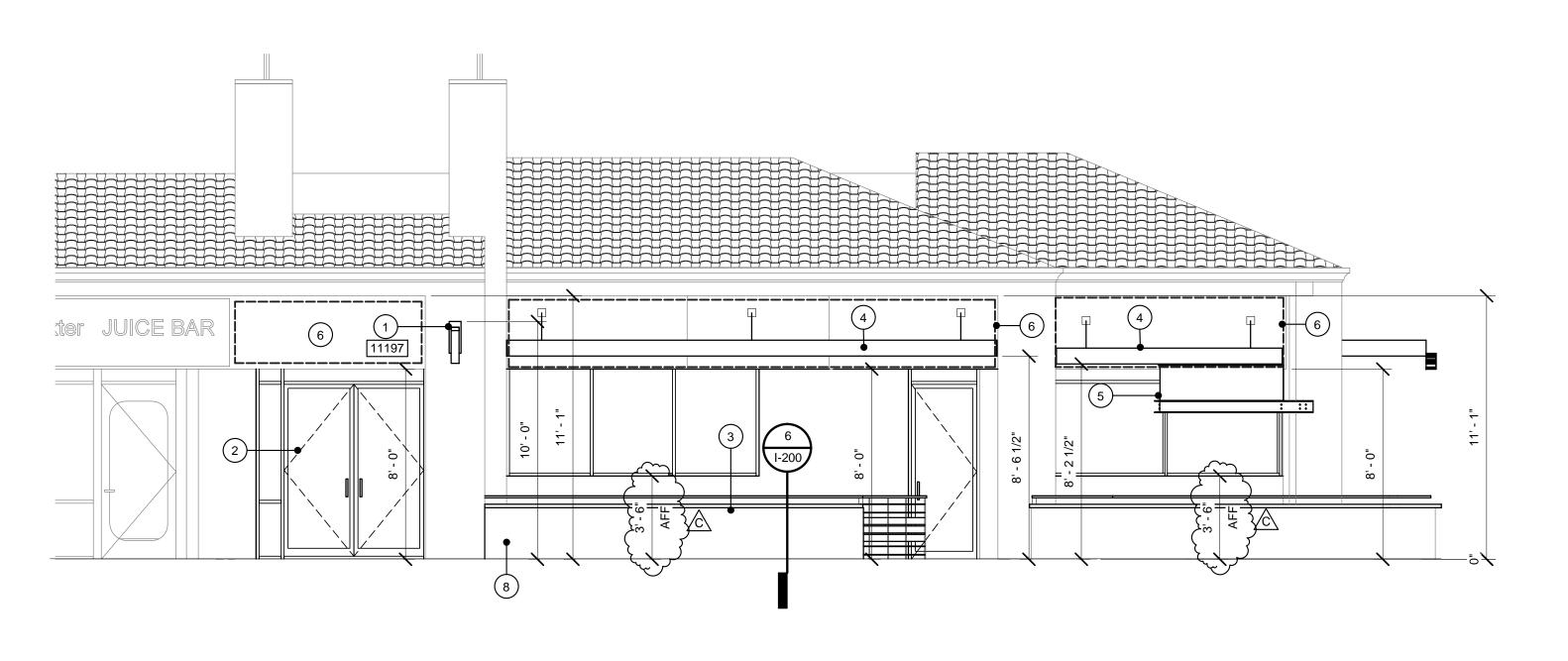


1/8" = 1'-0"

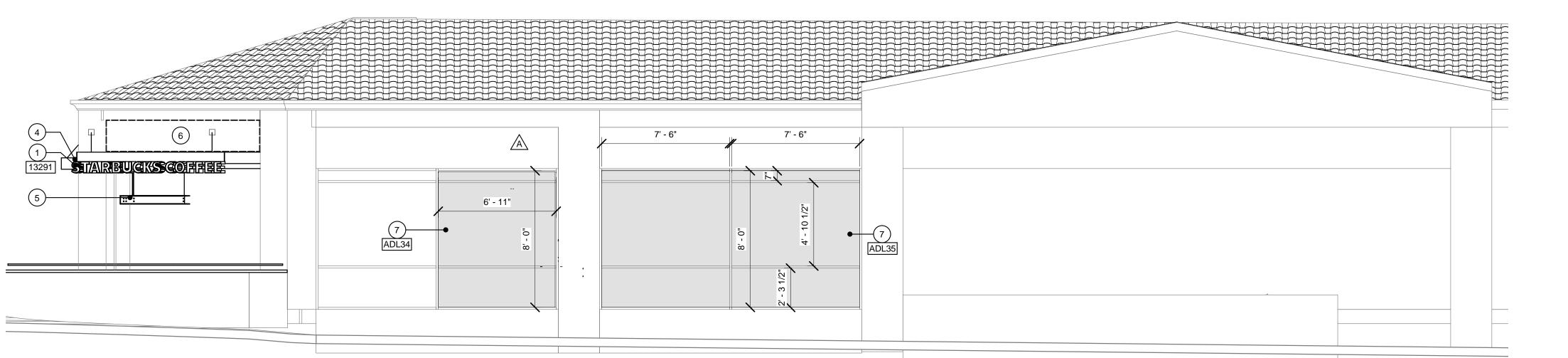








EAST ELEVATON 1/4" = 1'-0" (2



EXTERIOR ELEVATIONS GENERAL NOTES

A. STARBUCKS CONTRACTS DIRECTLY WITH THE SIGNAGE CONTRACTOR TO PERMIT, SUPPLY, AND INSTALL SIGNAGE. SIGNAGE CONTRACTOR TO VERIFY SIGNAGE COMPLIANCE WITH THE LOCAL CODES AND OBTAIN PERMIT AND LANDLORD APPROVAL

B. GENERAL CONTRACTOR TO COORDINATE AND SCHEDULE SIGNAGE INSTALLATION WITH THE SIGNAGE CONTRACTOR PROVIDING A MINIMUM SCHEDULING NOTICE OF 4 WEEKS AND 1 WEEK PRIOR TO SCHEDULED DATE OFF INSTALLATION. STARBUCKS CONSTRUCTION MANAGER TO PROVIDE GENERAL CONTRACTOR WITH SIGNAGE CONTRACTOR CONTACT INFORMATION.

C. GENERAL CONTRACTOR SHALL COORDINATE WITH THE ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL ELECTRICAL CIRCUITS INCLUDING ALL CONDUIT, WIRE, CONNECTIONS, AND BREAKER AT PANEL BOARD NECESSARY TO SERVE SIGNAGE

D. GENERAL CONTRACTOR TO WOOD STUD BLOCKING (FIRE RATED AS REQUIRED OR EQUIVALENT) TO SUPPORT SIGNAGE

E. SIGNAGE CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF ANY AND ALL ALLOWABLE MONUMENT OR POLE SIGNAGE WITH LANDLORD AND PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION TO STARBUCKS DESIGN MANAGER FOR

F. SIGNAGE CONTRACTOR TO INSTALL SIGNAGE IN COMPLIANCE WITH LOCAL CODES AND OBTAIN PERMIT AND LANDLORD APPROVAL

G. SIGNAGE CONTRACTOR TO SUPPLY SHOP DRAWINGS TO STARBUCKS CONSTRUCTION MANAGER AND TO THE GENERAL CONTRACTOR AS NEEDED. GC TO NOTIFY STARBUCKS CM IMMEDIATELY IF SHOP DRAWINGS OR INSTALLATION IS IN DISCREPANCY WITH STARBUCKS ARCHITECTURAL DRAWINGS

H. GC TO CLEAN, PATCH, AND REPAIR EXISTING EXTERIOR AS REQUIRED

I. REFER TO SHEETS I-601 AND I-602 FOR SCHEDULES

EXTERIOR ELEVATION KEYNOTES

- (1) NEW SIGNAGE UNDER SEPERATE PERMIT
- (2) RELOCATE ENTRANCE DOOR REFER TO FLOOR PLAN ALL NEW STOREFRONT PIECES TO MATCH EXISTING
- (3) NEW PLANTER WITH NEW RAILING, SEE SHEET I-200 FOR MORE INFORMATION
- (4) NEW AWNINGS DONE BY OTHERS
- 5 NEW FIREPIT WITH CUSTOM HOOD, SEE SHEET I-203 FOR
- MORE INFORMATION (6) DEMOLISH EXISTING SIGNAGE BOARD AND BOX FRAME.
- (7) NEW 2ND SKIN WINDOW SIGNAGE (3 BAYS) TO BE
- COORDINATED AND APPROVED BY NEWPORT BEACH PLANNING DEPARTMENT
- (8) NEW PLASTER TO MATCH EXISTING / ADJACENT FINISH AND COLOR

SIGNAGE CONTRACTOR TO EXPEDITE SIGNAGE UNDER SEPARATE PERMIT.

SIGNAGE CONTRACTOR TO VERIFY COMPLIANCE WITH LOCAL CODES. NOTIFY STARBUCKS DESIGN MANAGER CONTACT IF CHANGES ARE REQUIRED. PROVIDE SHOP DRAWINGS FOR ALL SIGNAGE PRIOR TO FABRICATION

SIGNAGE CONTRACTOR SHALL VERIFY SIZE AND LOCATION OF ANY AND ALL ALLOWABLE MONUMENT OR POLE SIGNAGE WITH LANDLORD AND PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION TO STARBUCKS DESIGN MANAGER

GC TO PROVIDE AND INSTALL 2X6 OR 2X8 BLOCKING AS REQUIRED TO SUPPORT SIGNAGE. GC TO COORDINATE WITH LANDLORD'S EXTERIOR SCOPE OF WORK.

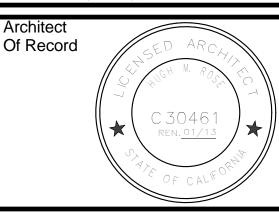


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Revision Schedule							
Date	Ву	Description					
07-27-12		Plan Check Corrections					
09-10-12		Client Revision					
	07-27-12						

3rd Plan Check Submittal 09-18-2012

MAR DEL

Project #: 01522-028 Concept: HERITAGE

Palette: Issue Date: Design Manager: LEED® AP: Production Designer:

AO NO: AO PM: AO PS:

Designer Approver

ELEVATION

09-18-12

A. PEAKS

Sheet Number:

I-201

EXTERIOR

Scale: (Do Not Scale Drawings)

WEST ELEVATION 1/4" = 1'-0" (1

