




REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: May 23, 2023

TITLE: GENERAL PLAN AMENDMENT, ZONE CHANGE, AND DEVELOPMENT AGREEMENT FOR IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN LOWER PETERS CANYON (PLANNING AREA 4)



Director of Community Development

DocuSigned by:

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City Manager

RECOMMENDED ACTION

- 1) Conduct the public hearing.
- 2) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT 00863325-PGA TO AMEND LAND USE ELEMENT TABLE A-1 OF THE IRVINE GENERAL PLAN TO ALLOW THE ADDITION OF 969 DWELLING UNITS TO THE PLANNING AREA 4 DWELLING UNIT CAP WITH UP TO 1,261 DWELLING UNITS ASSIGNED TO THE LOWER PETERS CANYON REGIONAL COMMERCIAL AREA WITH A CORRESPONDING REDUCTION IN COMMERCIAL SQUARE FOOTAGE; FILED BY IRVINE COMPANY
- 3) Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE 00870374-PZC TO AMEND CHAPTER 9-4 AND SECTION 3-37-28 OF THE IRVINE ZONING ORDINANCE TO ALLOW THE ADDITION OF 969 DWELLING UNITS TO THE PLANNING AREA DWELLING UNIT CAP FOR PLANNING AREA 4 (LOWER PETERS CANYON) WITH UP TO 1,261 DWELLING UNITS ASSIGNED TO THE 4.9 LOWER PETERS CANYON REGIONAL COMMERCIAL ZONING DISTRICT WITH A CORRESPONDING REDUCTION IN REGIONAL COMMERCIAL SQUARE FOOTAGE, AND TO ADD RESIDENTIAL DEVELOPMENT STANDARDS FOR THE 4.9 LOWER PETERS CANYON REGIONAL COMMERCIAL ZONING DISTRICT; FILED BY IRVINE COMPANY
- 4) Introduce for first reading and read by title only – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT 00900866-PDA TO ESTABLISH PUBLIC BENEFITS AND AFFORDABLE HOUSING OPPORTUNITIES ASSOCIATED WITH THE IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN PLANNING AREA 4 (LOWER PETERS CANYON); FILED BY IRVINE COMPANY

EXECUTIVE SUMMARY

Irvine Company filed General Plan Amendment (GPA), Zone Change, and Development Agreement applications to allow a residential development of 1,261 apartment units at the Irvine Market Place in Planning Area 4 (PA 4). PA 4 is comprised of 1,409 gross acres bounded by Interstate 5 (I-5 Freeway) to the south, Jamboree Road to the west, Culver Drive to the east, and Portola Parkway to the north. The proposed residential development would replace approximately 200,000 square feet of existing commercial development within the Irvine Market Place regional commercial center located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor (261 Toll Road). A project vicinity map is provided as Attachment 1.

The subject project was contemplated in the recently approved (March 2023) Memorandum of Understanding (MOU) between Irvine Company and the City of Irvine. This project would be the first application subject to the affordable housing, on-site recreation amenities, and public benefit fee requirements of the MOU.

Proposed amendments to the General Plan and Zoning Ordinance, to allow residential units in an area that was previously developed as part of a regional commercial center, are supportable as the proposed development facilitated by the applications would be compatible with the surrounding residential land uses in the planning area. The Development Agreement will implement the project objectives as set forth in the MOU, specific to the project site.

PA 4 has adequate infrastructure to serve existing development as well as the proposed infill residential project. The proposed apartment development is appropriate for the property given its location, orientation, access, and context. A master plan application for the residential development was processed along with the proposed General Plan, Zone Change and Development Agreement applications, and conforms to applicable development standards, as established by the Zone Change. Therefore, staff recommends that the City Council adopt the Resolution approving the General Plan Amendment and the Ordinances approving the Zone Change and Development Agreement applications (Attachments 10-12)

COMMISSION / BOARD / COMMITTEE RECOMMENDATION

On March 22, 2022, the City Council conducted a scoping session for the proposed GPA application. The purpose of a scoping session is to provide the City Council with advance knowledge of the application and give the Council the ability to direct staff whether to proceed with the processing of the application and raise comments or give direction regarding matters to be studied during the project's review process. At the March 22, 2022 meeting, the City Council created a Subcommittee to discuss the Irvine Company's plans for future residential development, which included the proposed project, and associated community benefits. The original members of the Subcommittee, Vice Mayor

Kim and former Councilmember Kuo, met on numerous occasions with City staff and Irvine Company to negotiate the terms of the agreement. The Subcommittee, subsequently comprised of Mayor Khan and Vice Mayor Kim, met and endorsed the framework of the Irvine Company MOU. The MOU was approved by the entire City Council March 14, 2023.

On April 19, 2023, the Transportation Commission considered the traffic study prepared for the project. The Transportation Commission voted (4-0-1, with Commissioner Wu absent) to recommend approval and determined that the traffic study is consistent with the City's adopted performance criteria, thresholds of significance, and General Plan standards.

On April 26, 2023, the Subdivision Committee unanimously approved Vesting Tentative Parcel Map 2022-162, which underlies the area of the proposed residential project, subject to conditions of approval. Planning Commission Resolution No. 23-3900 requires that the Master Plan comply with all applicable conditions of approval for the associated Vesting Tentative Parcel Map 2022-162.

On May 4, 2023, the Planning Commission considered the applications for the Market Place development. With all members present, the Planning Commission unanimously voted (4-0-1, with Commissioner Limb absent) to recommend City Council approval of the General Plan Amendment, Zone Change, and Development Agreement applications. The Planning Commission also unanimously voted (4-0-1, with Commissioner Limb absent) to approve Master Plan 00882754-PMP for a 1,261 dwelling unit project. The approval of the Planning Commission on the Master Plan will be held in abeyance until the City Council renders a decision on the associated applications.

On May 18, 2023, the Planning Commission is also scheduled to consider the Affordable Housing Plan (AHP) for the proposed project, as required by Section 2-3-3 of the Zoning Ordinance, which is comprised of the following documents: Density Bonus Housing Agreement, the MOU, Development Agreement, and the Regulatory Agreement. The Zoning Ordinance requires that the AHP be reviewed and approved by the Planning Commission as part of the entitlement process for a proposed project. Therefore, this hearing will occur prior to the finalization of any actions by the City Council on the General Plan Amendment, Zone Change, and Development Agreement applications.

Though the Vesting Tentative Parcel Map and Master Plan applications for the residential project are not subject to City Council review, a summary of those applications is included in this staff report for context.

ANALYSIS

History

The Lower Peters Canyon Specific Plan was approved and Final Environmental Impact Report (EIR) No. 557 was certified by the Orange County Board of Supervisors on May 2, 1995, when the project site was part of an unincorporated county area. The original approval included implementation of over 10,000 residential units, 686,000 square feet of retail commercial uses, and a variety of parks and schools in PA 4. Subsequent to the County's approval of the Specific Plan, the landowner and the City of Irvine entered into discussions relative to annexation of the area into the City. In November 1996, an Annexation and Development Agreement was executed resulting in the annexation of PA 4 and the codification of the Lower Peters Canyon Specific Plan as Chapter 9-4 of the Irvine Zoning Ordinance (Ordinance No. 97-06).

On May 24, 2022, the California Department of Housing and Community Development (HCD) certified the City of Irvine 2021-2029 Housing Element, which comports with State requirements related to the facilitation of housing production. Against that backdrop, the Irvine Company is contemplating the development of more than 4,500 housing units across six residential development sites in the City during the next several years.

Then March 14, 2023, the City Council approved the MOU associated with future residential development of 4,500 housing units. The subject site is the first of the six sites included in the MOU to come up for entitlement and it is being evaluated for development of 1,261 residential apartment units.

MOU Terms and Conditions

The March 2023 MOU, approved by the City Council, establishes an overall framework to address the proposed residential density at each of the six development sites, including the project site. The MOU acknowledges that the proposed developments will be aligned with the City's vision for future infill residential growth but does not approve or require the City to approve any actual development, entitlement, or permit, or grant any other City approval. Rather, the City will engage in project review for each development site with Irvine Company acting as applicant.

As part of, and in connection with the land use approval process, the City and Irvine Company is proposing a Development Agreement to obtain vested development rights and securing the terms necessary to implement the MOU specific to the project site. Since the Irvine Company is implementing density bonus units as part of the project, pursuant to State Density Bonus Law, the City is also requiring a Density Bonus Agreement. A Regulatory Agreement is also required since the project includes affordable units. Both requirements are included as attachments to the Draft Development Agreement (Attachment 6).

Affordable Housing

In the near future, Community Development staff plans to present several policy topics to the Planning Commission and City Council as a part of the Inclusionary Housing Ordinance update. In the meantime, for the six proposed residential developments considered in the MOU, staff and the City Council Subcommittee negotiated with the Irvine Company to establish an affordable housing framework. The following provisions supersede the existing affordable housing provisions of the Zoning Ordinance:

- Increases the term of affordability for new affordable units from 30 years minimum to 75 years, minimum;
- Increases the percentage of very low-income units from 5% to 9.55%;
- Proposes the percentage of low-income units at 4.55% rather than 5%;
- Increases the percentage of moderate-income units from 5% to 15%; and
- Identifies the percentage of housing that will be built on-site versus off-site.

The table below summarizes the current Inclusionary Housing Ordinance requirements for affordability and the approved MOU terms:

Approved MOU for Affordable Housing

Affordable Requirement	Current Code Requirement	Approved MOU Standard
Very Low - On-site	5%, 30 Years	5%, 75 Years
Very Low - Off-site	n/a	4.55%, for the lifetime of the Technology Drive Site
Low - On-site	5%, 30 Years	0%
Low - Off-site	n/a	4.55%, for the lifetime of the Technology Drive Site
Moderate - On-site	5%, 30 Years	10%, 75 Years
Moderate - Off-site	n/a	5%, 75 years (new or preservation)
TOTAL AFFORDABLE REQUIREMENT	15%, 30 Years	29.1%, 75 Years (min)

The MOU also specifies that only up to 5% moderate units can be earned through preserving expiring affordable housing.

New Procedure for Provision of On-site Parks

In light of its requested State Density Bonus Law concession, the applicant has set forth a proposal for minimum on-site recreational amenities, which the City would typically classify in the on-site parks category.

Per the approved MOU, for projects proposing in excess of 1,000 dwelling units, a minimum of 1.25 acres of land must be dedicated for recreational improvements at the project site. This total only includes land on the ground level of the site and does not include interior improvements.

Any credit for the construction of recreational amenity improvements on-site will not be included in this acreage total; rather those improvements will be over and above the minimum required. Based on the land acreage dedicated, together with the commitment from the applicant to provide on-site recreational amenities, staff has confirmed that the proposed project would provide on-site parks within the standard range of land and amenities that staff has seen for similarly sized projects in the nearby Irvine Business Complex. Some of these recreation elements included with the Master Plan include swimming pools, spas, programmed courtyards with barbeques, picnic tables, benches, fitness centers, shade structures, a dog park and bathing area, and turf areas. Therefore, the concession request and proposed Master Plan is consistent with the provisions of the MOU.

Background

The application proposes to allow up to 1,261 residential units within the Regional Commercial land use category of the General Plan Land Use Element and the 4.9 Lower Peters Canyon Regional Commercial zoning district of Zoning Ordinance. This designation applies to the Irvine Market Place. While residential uses are allowed in various parts of PA 4, they are not allowed in this commercial area; therefore, amendments are required to allow residential intensities to accommodate the request.

GPA, Zone Change, and Development Agreement requests are entirely at the discretion of the Planning Commission as the recommending body and the City Council as the final decision-making body. The requirements for affordable housing, recreation improvements, along with public benefit fees that are tied to the MOU standards were previously considered by the City Council in the context of the MOU approval, and those provisions were incorporated into the subject applications in accordance with that document.

The Subdivision Committee has review authority over applications for tentative parcel maps and the Planning Commission has review authority over master plan applications, both of which are corresponding entitlement applications. In its review of the tentative parcel map, the Subdivision Committee found it was consistent with the Irvine Municipal

Code. Likewise, the Planning Commission, in its review of the master plan application, found that the project demonstrated compliance with applicable development standards of the Zoning Ordinance, contingent upon the granting of the GPA, Zone Change, and Development Agreement requests by the City Council.

Setting

PA 4 is situated in the northwesterly portion of the City. The planning area is comprised of 1,409 gross acres bounded by the I-5 Freeway to the south, Jamboree Road to the west, Culver Drive to the east, and Portola Parkway to the north.

Irvine Market Place, as a whole, is an approximate 79-acre regional commercial shopping center located east of Jamboree Road, between the I-5 Freeway and Irvine Boulevard. Phase II of Irvine Market Place, the location of the proposed project, consists of approximately 43 acres and contains 428,270 square feet of retail, food, and entertainment uses. The site is bounded by Jamboree Road, Bryan Avenue, the Eastern Transportation Corridor, and the I-5 Freeway. Phase II is separated into two sites; the portion of the site north of El Camino Real measures approximately 28.6 acres and is the location of the proposed residential project. Immediately adjacent uses include residential to the north, commercial uses to the west and south, and the SR-261 toll road to the east. The street system serving the proposed development consists of public streets (Jamboree Road, Bryan Avenue, and El Camino Real) that include primary access into the residential parking garages.

The project site is designated Regional Commercial in the Land Use Element of the General Plan and 4.9 Lower Peters Canyon Regional Commercial in the Zoning Ordinance. Refer to the Planning Commission Information Sheet (Attachment 2) for additional details regarding the submitted applications.

Associated Applications

The following two entitlement applications associated with the proposed project were already approved, as discussed in the Commission/Board/Committee Recommendation section above. No action is required by the City Council on these items.

Tentative Parcel Map 00884832-PTP

Vesting Tentative Parcel Map No. 2022-162, as approved by the Subdivision Committee in accordance with the Irvine Municipal Code Subdivision Ordinance, will subdivide an approximately 28.6-gross-acre property into four numbered lots for future residential development purposes and the continuation of an existing commercial use. The proposed lot sizes range from 4.26 acres to 13.09 acres. This map underlies the proposed project site.

The purpose of the Tentative Parcel Map is to capture the new site layout, separate out the commercial development to remain from the new residential project site, allow for changes to the streets and entrances, and is needed for finance and conveyance purposes.

Master Plan 00882754-PMP

The Master Plan application, as approved by the Planning Commission in accordance with the Zoning Ordinance, provides detailed plans including site layout, building placement, architecture, and floor plans for the residential project. The Master Plan includes three, five-story, apartment buildings, which feature a six-story central garage wrapped with residential units. The approved Site Plan is included as Attachment 5.

The project offers studio, one-bedroom, and two-bedroom units with square footages ranging from 385 to 1,060 square feet. These unit sizes are smaller than the standard size staff sees developed within the City and they provide a rental option that is currently missing from the market.

Finally, the Planning Commission reviewed the requirements of the MOU related to the provision of affordable housing and recreation improvements. It was determined that the Master Plan complied with all provisions of the MOU.

Traffic Impact Analysis

A Traffic Study (Study) was completed for the proposed project in April 2023 and was reviewed by the Transportation Commission at its meeting of April 18, 2023 (Attachment 9). The Study analyzes impacts of the proposed project at intersections and roadway segments and evaluated the City's Transportation Design Procedures (TDPs) at project access locations. Based on the results of the Study, the addition of traffic generated by the proposed project to short-term, long-range, and build-out scenarios would not significantly impact the study area intersections or roadways according to the City's performance criteria.

Within close proximity to the project site, on-street bike lanes exist on both sides of Bryan Avenue and Jamboree Road. On-street bike lanes also exist on a portion of El Camino Real east of the project site near the SR-261 toll road bridge. The project proposes on-street bike lanes for both directions of El Camino Real to provide the missing link between Jamboree Road and the existing bike lane terminus east of the project site.

When compared to the existing commercial land uses on the project site, the residential project generates 7,972 fewer average daily trips (ADTs), 317 fewer morning trips, and 981 fewer evening peak hour trips.

Overall, the Study concludes that no significant impacts to adjacent intersections and roadways would result based on the City's adopted performance criteria, with the incorporation of the proposed improvements listed in Master Plan Resolution 23-3900. The applicant-prepared Study dated April 2023 for the proposed project is included as Attachment 9.

Project Applications

Submitted applications for Council consideration are briefly summarized below:

General Plan Amendment 00863325-PGA

Table A-1 within the Land Use Element of the General Plan assigns maximum intensity caps to land use categories within each planning area. The proposal includes amending General Plan Land Use Element Table A-1 to include 1,261 Regional Commercial dwelling units within PA 4, which includes the reallocation of 292 unbuilt residential units from the Residential land use category to the Regional Commercial land use category (equating to an overall increase from 7,968 residential units to 8,937 residential units for the planning area, inclusive of density bonus units). The application represents a net increase of 969 dwelling units to the cap for the planning area. The proposed redlines to the General Plan are included as Attachment 3.

With the proposed demolition of existing commercial square footage to make way for the proposed project, the General Land Use Element Table A-1 will also be amended to show a corresponding 198,594-square-foot reduction in the total Regional Commercial square footage maximum allowed for PA 4 (from 865,590 square feet to 666,996 square feet).

The proposed amendment to the General Plan Land Use Element to allow residential units in the Regional Commercial land use category is compatible with the surrounding residential land uses within the planning area. The proposed residential development would be facilitated by the GPA application and would not be considered the first multi-family residential complex in the area as there are existing residential uses immediately adjacent to the project site. The proposed amendment modifies the regulatory table of the Land Use Element for residential intensity along with a reduction in overall commercial square footage in PA 4 and does not alter the intent of the other General Plan elements. General Plan goals of maintaining balanced and harmonious land use patterns and ensuring that infrastructure and municipal services are available to serve the proposed development will continue to be met. Development of new housing units would remain consistent with other applicable General Plan elements and policies with respect to open space, transportation, recreation, and the provision of affordable housing based on existing and planned conditions to support the addition in unit count in PA 4.

Zone Change 00870374-PZC

The proposed text amendments to the Zoning Ordinance are necessary to allow the development of residential dwelling units in the 4.9 Lower Peters Canyon Regional Commercial zoning district of PA 4, which is consistent with the GPA request. The proposed text changes to Chapter 9-4 and Section 3-37-28 of the Zoning Ordinance are included in Attachment 4. The proposed changes are summarized as follows:

- Revise Section 9-4-3 to include 1,261 Maximum Regulatory Dwelling Units (inclusive of density bonus units pursuant to applicable state law) in the 4.9 Lower Peters Canyon Regional Commercial zoning district, a total which includes the reallocation of 292 unbuilt Unallocated Dwelling Units previously approved for PA 4 to this zoning district;
- Revise Section 9-4-3 to reduce the Maximum Regulatory Square Feet in the 4.9 Lower Peters Canyon Regional Commercial zoning district from 865,590 square feet to 666,996 square feet (a reduction of 198,594 square feet);
- Revise Section 3-37-28 to identify the following additional development standards that would apply to residential development in the 4.9 Lower Peters Canyon Regional Commercial zoning district:
 - Minimum site size - 5,000 square feet
 - Maximum site coverage - 80%, excluding required setbacks
 - Maximum dwelling units - 1,261 – inclusive of density bonus units
 - Maximum building height - 75 feet, not including architectural projections that may reach up to an additional 15 feet, for attached residential uses, and 50 feet for non-residential uses
 - Minimum site landscaping - 20%
 - Minimum open space area - 5% for multi-family uses
 - Setbacks for residential uses - 40 feet from the 261 Toll Road; 30 feet for major arterials; 20 feet for primary and secondary arterials; and 10 feet for interior boundaries if adjacent to non-residential uses, and building to building; and
- Revise Section 3-37-28 and Chapter 9-4 to make additional changes corresponding to the revisions above.

The proposed Zone Change is consistent with the proposed GPA. The application represents a net increase of 969 dwelling units to the cap for the planning area. The proposed residential development that would be facilitated by the Zone Change application and will not be considered the first multifamily residential complex in the area as there are existing residential uses immediately adjacent to the project site.

Development that would result from the approval of the proposed GPA and Zone Change applications will comply with all applicable subdivision, building and safety, noise, and other related codes and ordinances, therefore ensuring protection of the community's

health, safety, and welfare. Furthermore, adequate public infrastructure (roads, water, sewer, police, fire, schools) exists or will exist to serve the new residential development.

The proposed land use is the same as existing and approved uses within PA 4. The proposed project will not have any additional impacts to public services or infrastructure capacity.

Development Agreement

Irvine City Council Resolution 82-68 establishes procedures and requirements for consideration of Development Agreements. Development Agreements are tools that provide greater flexibility beyond basic zoning compliance to both a property owner and the City. In exchange for entering into a Development Agreement, the City could request a variety of public benefits.

The proposed Development Agreement for the PA 4 Irvine Market Place project (Attachment 6) will result in the ability to provide additional housing opportunities within Planning Area 4 in keeping with the recently approved MOU for future residential development between the City of Irvine and Irvine Company. The provision of additional affordable housing will also advance the goals of the City's adopted 2021-2029 Housing Element.

The Development Agreement for the proposed residential project would vest the following entitlements: General Plan Amendment 00863325-PGA, Zone Change 00870374-PZC, Master Plan 00882754-PMP, and Vesting Tentative Parcel Map 2022-162 (File No. 00884832-PTP). The project consists of 1,261 dwelling units, comprised of 840 base (market rent) units, 211 affordable units, and 210 density bonus units. The term of the Development Agreement will be 15 years. The Development Agreement will also confirm the commitments of the City of Irvine and Irvine Company as detailed in the MOU, including the payment of a Public Benefit Payment fee of \$14,500 per unit, and the provision of on-site open space and amenities within the proposed residential project site.

Consistent with policies found in the City's General Plan and the terms of the MOU, the proposed Development Agreement will result in:

- Rental housing being located within established mixed-use districts where existing infrastructure is in place;
- Addition of 211 new on-site affordable housing units at the Very-Low and Moderate Income levels for a period of 75 years, exceeding City's current standards; and

- Public benefit funding (\$14,500 per unit) to be used at the sole discretion of the City for municipal purposes such as enhancements to existing parks, trails, bridges, and affordable housing.

PUBLIC OUTREACH

On May 7, 2023, notice of the May 24, 2023 City Council public hearing was published in the *Irvine World News*, was posted at the project site and at designated City bulletin boards, and was mailed to all property owners, residents and homeowners associations within 500 feet of the project site. The notice provided information related to the proposed project under review. To date, City staff has received a couple public comments on this item.

The City of Tustin submitted letters (Attachment 7A) expressing concerns related to project trip generation and distribution on the adjacent roadway network, as well as operational concerns at the signalized intersections on Jamboree adjacent to the project site. As discussed in the Master Plan summary above, the Study prepared for the proposed project concluded that no adverse operational effects are expected. A response letter from City of Irvine Transportation Division staff was provided May 4, 2023 to the Planning Commissioners, prior to the Planning Commission meeting, to address the concerns raised by the City of Tustin (Attachment 7B).

Additionally, the Planning Commission received a letter from Supporters Alliance for Environmental Responsibility (“SAFER”) expressing concerns related to the level of environmental review that was conducted and asserting that the project was outside the scope of the previous Program EIR for PA 4 (Attachment 7C). Staff has confirmed that the Addendum to the EIR is the appropriate document to be prepared for the proposed project.

Finally, a public inquiry was received from a nearby resident expressing concerns of the proposed project. The resident is concerned over the potential increase in traffic that may occur within the area. As described above, the Study completed for the project determined that the proposed residential project would result in a substantial decrease in the overall number of morning, evening and average daily trips as compared to what occurs for the existing commercial area.

ENVIRONMENTAL DETERMINATION

Section 15164 of the CEQA Guidelines authorizes the preparation of an Addendum to a previously certified EIR if some changes or additions are necessary, but none of those changes or additions will result in new significant environmental effects, substantially increase the severity of previously identified environmental effects, or require new mitigation measures. In 1995, the County of Orange Board of Supervisors approved and certified the PA 4 EIR (SCH No. 94041030) for residential and commercial development in PA 4 (the “PA 4 EIR”). A subsequent Addendum to the PA 4 EIR was approved for PA 4 in 2003.

In April 2023, an EIR Addendum (Attachment 8) was prepared to address the potential environmental impacts resulting from allowing up to 1,261 additional residential units into PA 4. This total includes 292 unallocated residential units that were already assigned to PA 4 and results in a net increase of 969 new units in PA 4. While the proposed GPA and Zone Change to add 969 residential units to the planning area was not within the original scope of the project covered by the 1995 EIR, it remains consistent with the residential land uses allowed in PA 4. The Addendum concluded that no new significant impacts would result from the development of the project compared to the previously approved PA 4 projects, nor are there any substantial increases in the severity of environmental impacts identified in the previous environmental documentation. The impacts would be the same as, or similar to, the impacts resulting from the previously approved PA 4 projects as evaluated in the previous environmental documentation. The Addendum provides for minor technical changes or additions that are necessary to fully cover and analyze the project. This includes updated technical studies addressing traffic, air quality/greenhouse gas emissions, geotechnical, water quality, and hydrology. Mitigation measures from the 1995 EIR continue to be feasible, would adequately address the project's potential environmental impacts, and were incorporated into Resolution No. 23-3900 for the Master Plan.

ALTERNATIVES CONSIDERED

The City Council could determine that the proposed General Plan Amendment, Zone Change, and/or Development Agreement are not in the City's best interest and decline to approve the requests. If such a determination is made, the related development applications will not be approved.

FINANCIAL IMPACT

The City's Budget Office prepared a fiscal impact analysis associated with the project and determined that the addition of 1,261 dwelling units in PA 4 is an estimated annual increase of approximately \$186,000 per year in taxes received by the City (related to the conversion of sales tax revenue to property tax revenue). Furthermore, as is required by the MOU and memorialized in the proposed Development Agreement, the City will receive a Public Benefit Payment of \$14,500 per residential unit, which equates to \$18,284,500 for 1,261 dwelling units at the project site.

CONCLUSION

Staff supports the proposed amendments to the General Plan and Zoning Ordinance that would facilitate the future development of 1,261 new residential units at the PA 4 Irvine Market Place project site, as the land use is compatible with the surrounding commercial and residential land uses. PA 4 has adequate infrastructure to serve the existing development, as well as future infill residential development at the project site. The apartment project that would result from the proposed amendments to the General Plan

and Zoning Ordinance, as well as the Development Agreement, is appropriate for the project site given its location, orientation, access, and context.

Furthermore, the requirements and provisions of the MOU are met through the design of the proposed project. The project is not anticipated to result in any incompatibilities with current or future land uses in the area as the residential use is appropriate for its proposed location and compatible with its surroundings.

REPORT PREPARED BY: Ann Wu, Senior Planner

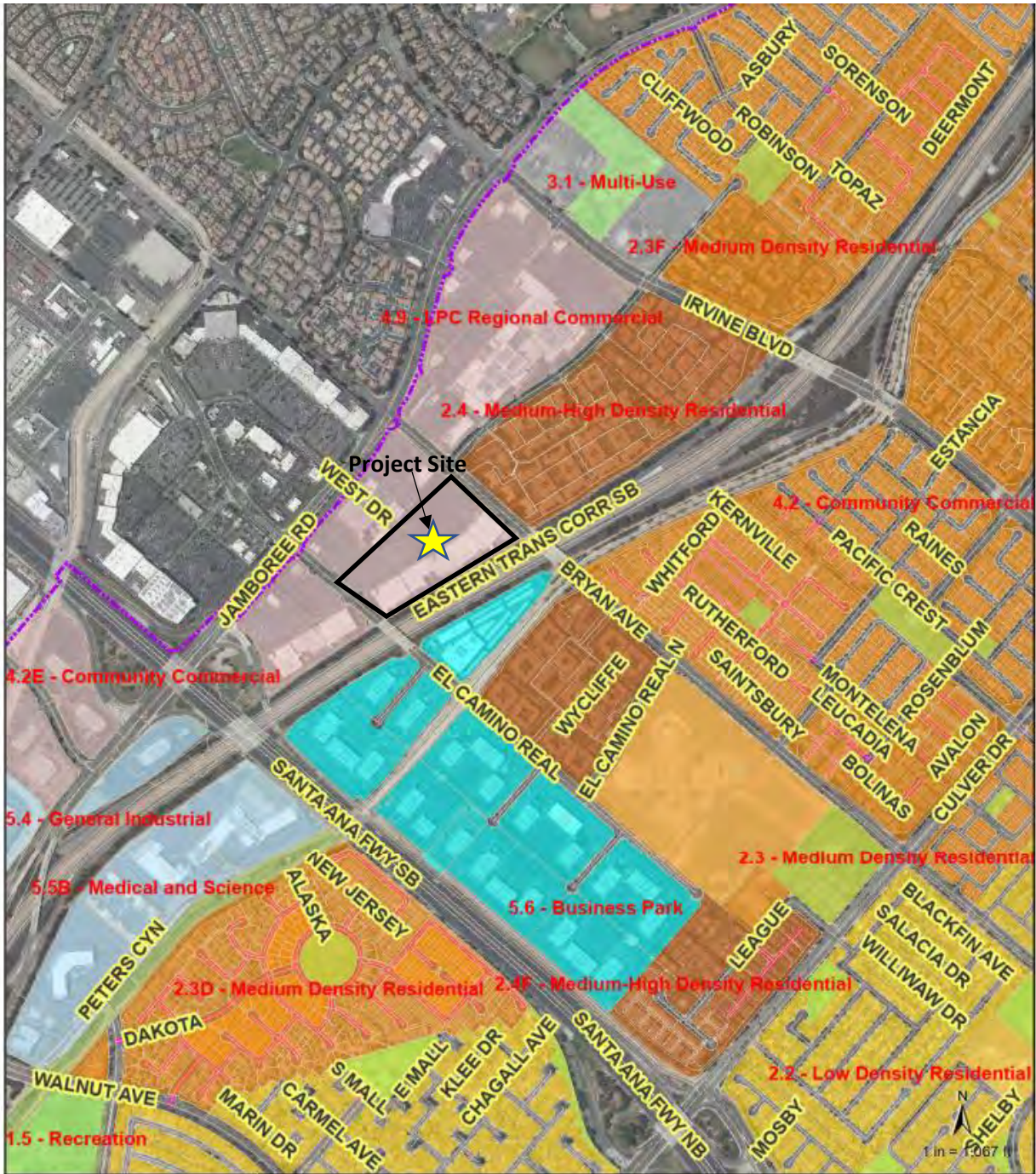
ATTACHMENTS

1. Vicinity Map
2. Information Sheet
3. General Plan Table A-1 redlines
4. Zone Change Chapter 9-4 and Section 3-37-28 redlines
5. Site Plan
6. Draft Development Agreement
7. Correspondence
8. Addendum to Planning Area 4 Environmental Impact Report
9. Traffic Study dated April 2023
10. City Council Resolution No. 23-XX, Approval of General Plan Amendment 00863325-PGA
11. City Council Ordinance No. 23-XX, Approval of Zone Change 00870374-PZC
12. City Council Ordinance No. 23-XX, Approval of Development Agreement 00900866-PDA

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Lisa Thai, Supervising Transportation Analyst

Files: 00863325-PGA, 00870374-PZC, 00900866-PDA

VICINITY MAP



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This map is not to be used for navigation.

Printed: April 6, 2023

CITY COUNCIL INFORMATION SHEET

THE MARKET PLACE RESIDENTIAL – PLANNING AREA 4

GENERAL PLAN AMENDMENT, ZONE CHANGE, AND DEVELOPMENT AGREEMENT

Meeting Date: May 23, 2023

Applicant: Irvine Company

Staff Recommends: City Council approval of:

- General Plan Amendment 00863325-PGA
- Zone Change 00870374-PZC
- Development Agreement 00900866-PDA

GENERAL PLAN AMENDMENT 00863325-PGA

Description: Amend General Plan Land Use Element Table A-1 to include 1,261 Regional Commercial dwelling units within PA 4, which includes the reallocation of 292 unbuilt residential units from the Residential land use category to the Regional Commercial land use category (equating to an overall increase from 7,968 residential units to 8,937 residential units for the planning area, inclusive of density bonus units).

ZONE CHANGE 00870374-PZC

Description: Allow up to 1,261 dwelling units assigned to Regional Commercial area in PA 4, with a corresponding 198,594-square foot reduction in total Regional Commercial SF.

DEVELOPMENT AGREEMENT 00900866-PDA

Description: Agreement As part of process, City and Irvine Co. proposes Development (DA) for vested development rights

- ✓ Additional affordable housing opportunities in PA 4
- ✓ Public benefit funding (\$14,500 per unit) used by City for enhancements to existing parks, trails, bridges, and affordable housing
- ✓ Term of the DA will be 15 years

PROJECT SITE

Legal Description: Parcels 2 of Parcel Map No. 93-204 in the City of Irvine, County of Orange, State of California, as shown on a map filed in Book 291, Pages 19 to 23 of Parcel Maps, in the office of the County Recorder of said County.

General Plan: Regional Commercial

Existing Zoning: 4.9 Lower Peters Canyon (LPC) Regional Commercial

Site Size: 15.52 net acres

Location: 13652-13792 Jamboree Road in Planning Area 4 (Lower Peters Canyon)

Topography: Generally flat

Existing Land Use: Single-story commercial buildings

Adjacent Zoning / Land Uses

	<u>Zoning Designation</u>	<u>Land Use</u>
North:	4.9 LPC Regional Commercial	Commercial
	2.4 Medium High Density	Multi-Family Residential
East:	Eastern Transportation Corridor	Freeway
South:	4.9 LPC Regional Commercial	Commercial
West:	4.9 LPC Regional Commercial	Commercial

Zoning Standards (Section 3-37-28 of the Zoning Ordinance)

	<u>Pending ZC * (Required)</u>	<u>Provided</u>
Maximum Density:	1,261 units	1,261 units
Minimum Site Size:	5,000 SF	4.26 acres

* Associated Zone Change (File No. 00870374-PZC) is pending approval.

TABLE A-1 MAXIMUM INTENSITY STANDARDS BY PLANNING AREA
City of Irvine General Plan Land Use Element, Supplement 9, July 2015

PLANNING AREA	RESIDENTIAL							MULTI-USE ⁽²⁾ (15)		INSTITUTIONAL ⁽³⁾			INDUSTRIAL ⁽⁴⁾ (21)			COMMERCIAL ⁽⁵⁾ (9)					Maximum D.U. (6)(11)	Maximum Square Feet	ADDITIVE		Maximum With Additive Units	Maximum With Additive Sq. Ft.	PLANNING AREA
	Estate 0-1 D.U.	Low 0-5 D.U.	Med 0-10 D.U.	Med-High 0-25 D.U.	High 0-40 D.U.	High	Unallocated Residential D.U. (25)	0-40 D.U.	Square Feet	0-40 D.U.	Public Facility Sq. Ft.	Educational Facility Sq. Ft.	Urban/Industrial 30 D.U./acre min.	Square Feet	Research/Industrial Sq. Ft.	Community Commercial Sq. Ft.	Neighborhood Commercial Sq. Ft.	Regional Commercial Sq. Ft.	Regional Commercial D.U.	Commercial Recreation Sq. Ft.			D.U.	Sq. Ft.			
1	0	4,088	0	0	0	0	0	0	0	0	0	0	0	0	132,500	0	0	0	0	0	4,088	132,500	0	0	4,088	132,500	1
3(1)	0	0	0	0	0	0	293	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3(1)
4(1)(12)	0	0	5,361	2,315	0	0	0	0	0	4,380	490,050	0	0	1,423,000	124,410	0	0	0	0	0	7,969	2,907,430	162	0	8,131	2,907,430	4(1)(12)
5	0	758	2,442	630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
6(28)	0	0	4,670	0	0	0	0	790	625,000	0	0	0	0	0	175,000	0	0	0	0	0	5,460	800,000	0	0	5,460	800,000	6(28)
8	0	1,188	4,521	1,978	425	0	68	0	171,591	0	0	188,174	0	0	829,400	285,200	0	121	0	0	8,301	1,474,365	0	0	8,301	1,474,365	8
9	0	0	4,222	4,610	0	0	0	0	450,000	0	0	0	0	0	0	0	0	0	0	0	8,832	450,000	0	0	8,832	450,000	9
10	0	0	2,305	248	0	0	140	190	0	0	39,950	0	0	2,822,921	813,608	73,661	0	0	0	0	2,883	3,750,140	0	0	2,883	3,750,140	10
11	0	0	2,818	2,590	0	0	12	0	71,174	99,623	367,580	0	0	0	511,205	56,645	0	0	0	0	5,420	1,106,227	0	0	5,420	1,106,227	11
12(7)	0	0	190	2,164	1,172	0	40	694	470,000	194,440	150,000	0	0	3,603,281	955,000	150,000	0	0	0	0	4,260	5,522,721	0	0	4,260	5,522,721	12(7)
13	0	0	0	0	0	0	0	0	0	1,585,263	0	0	0	3,558,010	0	0	0	0	0	0	0	5,143,273	1,355,359	0	0	6,498,632	13
14	0	758	1,064	3,410	0	0	53	0	0	227,322	91,313	0	0	0	618,801	179,906	0	0	0	0	5,285	1,117,342	0	0	5,285	1,117,342	14
15(15)	0	0	8,442	452	477	0	140	440,158	0	321,079	359,270	0	0	0	715,736	221,053	0	0	0	0	9,511	2,057,296	120	56,465	9,631	2,113,761	15(15)
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
17(8)	0	0	2,546	0	0	0	0	0	0	0	0	0	0	1,060,000	150,000	0	0	0	0	0	2,546	1,210,000	120	0	2,666	1,210,000	17(8)
18(8)	0	258	597	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	855	0	0	0	855	0	18(8)
19	0	0	0	1,735	0	0	49	0	0	9,374	0	0	0	0	0	38,410	0	0	255,980	1,784	303,764	0	0	1,784	303,764	19	
20	0	354	1,677	781	0	0	0	0	0	36,936	116,207	0	0	0	0	173,542	0	0	0	0	2,812	326,685	0	0	2,812	326,685	20
21	0	3,124	77	722	0	0	0	0	0	330	30,000	538,921	0	0	0	0	0	0	0	0	4,253	568,921	0	0	4,253	568,921	21
22(8)	400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	400	0	0	0	400	0	22(8)
23	0	0	0	0	1,000	0	0	0	0	40	112,230	0	0	0	0	0	0	0	0	0	1,040	112,230	0	0	1,040	112,230	23
24	0	0	0	2,757	0	0	0	0	654,000	25,850	0	0	0	0	0	68,953	0	0	0	0	2,757	748,803	0	0	2,757	748,803	24
25	0	0	0	0	0	0	0	0	0	0	0	0	0	1,436,170	0	0	0	0	0	0	0	1,436,170	50,000	0	0	1,486,170	25
27(8)	0	0	772	882	0	0	403	0	0	210,740	0	0	0	0	0	0	0	0	0	0	2,057	210,740	0	0	2,057	210,740	27(8)
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
29	0	0	0	0	0	0	0	0	0	435	761,000	0	0	0	0	0	0	0	0	0	435	761,000	0	0	435	761,000	29
31	0	0	0	0	0	0	0	0	0	350,370	0	0	0	6,888,383	147,359	0	0	0	0	0	0	7,386,112	0	0	0	7,386,112	31
32	0	0	0	0	0	0	0	0	0	0	0	0	0	4,355,127	1,398,947	0	0	0	0	0	0	5,754,074	0	0	0	5,754,074	32
33(19)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,955,092	4,356	0	0	4,356	7,955,092	0	0	4,356	7,955,092	33(19)
34	0	0	0	0	0	0	0	0	0	0	0	0	0	4,763,300	963,930	0	0	0	0	0	0	5,727,230	0	0	0	5,727,230	34
35	0	0	0	0	0	0	0	0	0	62,101	0	0	0	13,792,072	1,252,654	0	0	0	0	0	0	15,106,827	0	0	0	15,106,827	35
36(21)(22)(23)(29)	0	0	0	0	0	0	4,125	0	0	0	0	10,875	48,787,662	0	0	0	0	0	0	0	15,000	48,787,662	2,038	0	17,038	48,787,662	36(21)(22)(23)(29)
38	0	0	1,213	2,001	0	0	199	0	0	0	0	0	0	0	0	0	0	0	0	0	3,413	0	0	0	3,413	0	38
39	0	0	0	3,700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,700	0	0	0	3,700	0	39
40	0	0	1,595	2,323	0	0	0	1,540,000	0	0	100,000	0	0	1,662,352	205,000	0	0	0	0	0	3,918	3,507,352	0	0	3,918	3,507,352	40
50(10)	0	0	0	0	0	0	0	0	0	9,500	9,810,293	0	0	0	0	0	0	0	0	0	9,500	9,810,293	0	0	9,500	9,810,293	50(10)
51(16)(17)(18)(26)(27)	0	0	0	0	0	0	7,037	1,318,200	0	1,233,000	0	0	0	3,364,000	220,000	0	0	0	0	0	7,037	6,135,200	2,463	0	9,500	6,135,200	51(16)(17)(18)(26)(27)
Unallocated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60,000	0	0	0	0	0	0	0	0	0	0	0
TOTAL	400	10,528	44,512	33,298	3,074	5,089	8,851	5,740,123	10,305	4,502,708	13,012,758	10,875	48,787,662	48,728,616	9,213,550	1,307,377	8,622,088	5,738	255,980	132,670	140,110,855	4,903	1,461,827	137,573	141,572,679		

TABLE A-1 MAXIMUM INTENSITY STANDARDS BY PLANNING AREA - DETACHED LANDS

Planning Area Number	RESIDENTIAL							MULTI-USE ⁽²⁾		INSTITUTIONAL ⁽³⁾			INDUSTRIAL ⁽⁴⁾			COMMERCIAL					Maximum Dwelling D.U. (6)(11)	Maximum Square Feet	MILITARY		Maximum With Additive Units	Maximum With Additive Sq. Ft.
	Estate 0-1 D.U.	Low 0-5 D.U.	Medium 0-10 D.U.	Med-High 0-25 D.U.	High 0-40 D.U.	High	Unallocated Residential D.U. (25)	0-40 D.U.	Square Feet	0-40 D.U.	Public Facility Sq. Ft.	Educational Facility Sq. Ft.	Urban/Industrial 0-40 D.U. Square Feet	Research/Industrial Sq. Ft.	Community Commercial Sq. Ft.	Neighborhood Commercial Sq. Ft.	Regional Commercial Sq. Ft.	Regional Commercial D.U.	Commercial Recreation Sq. Ft.	D.U.			Sq. Ft.			
26(8)	0	0	420	1,580	0	0	0	800	405,100	0	0	46,487	0	0	110,000	0	0	0	0	0	2,800	561,587	0	0	2,800	561,587
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	420	1,580	0	0	0	800	405,100	0	0	46,487	0	0	110,000	0	0	0	0	0	2,800	561,587	0	0	2,800	561,587

**TABLE A-1
MAXIMUM INTENSITY STANDARDS BY PLANNING AREA
GENERAL PLAN FOOTNOTES**

1. For planning areas not yet annexed, the County of Orange maintains land use authority and controls related regulatory activities. Dwelling units and square footage totals may not reflect the Orange County General Plan.
2. This designation allows a variety of land uses, including the high-density residential category.
3. Refer to Objective A-4, Policy (a) for additional institutional category requirements. Within each planning area, actual intensity is regulated by the appropriate agencies involved. The development intensity for institutional uses is in addition to the development intensity allowed in the adopted land use category.
4. This designation provides for a variety of land uses and is based upon 63,476 AM (peak hour), 76,173 PM (peak hour) and 812,673 ADT as the maximum intensity regulating factor (refer to the IBC database), with the exception of Planning Area 4.
5. This designation provides for a variety of land uses, which are regulated by the Irvine Center Development Agreement for PA 33. The development intensity is derived from the Irvine Center Development Agreement adopted August, 1993. The development intensity for PA 33 was determined by converting the allowable points (6,300) to gross leaseable square feet and then multiplying by 1.15 to achieve a gross floor area. As such, the Irvine Center Development Agreement is estimated to allow approximately 8,388,980 square feet of gross floor area. An additional 1,514,000 square feet of gross floor area is permitted subject to the Zoning Ordinance, for a planning area total of 9,902,980 square feet. With the approval of General Plan Amendment 41359-GA (CC Reso. 03-115) in August 2003, residential units were introduced into Planning Area 33 and accompanied by a footnote indicating that non-residential intensity must be reduced by a set amount for every residential unit built so as to avoid any increase in total traffic in Planning Area 33. Based on the approval 3,150 units, the maximum gross floor area is approximately 7,955,092 square feet. In addition, the footnote allows adjustments to the residential and non-residential intensity figures, pursuant to this footnote, without a requirement to file a subsequent General Plan amendment for those adjustments. The actual development intensity within PA 33 may exceed these estimates subject to the traffic provisions

contained in the Development Agreement. Within Planning Area 4, this designation provides for a variety of land uses as provided by the Lower Peters Canyon Development Agreement.

6. The permitted range of dwelling units (low-high) may be less than that allowed by the available acreage. The residential intensity ranges are based on estimated gross figures and may be adjusted through technical refinements to reflect more accurate information at subsequent planning levels.
7. Within Planning Area 12, the multi-use designation allows medium high or high density residential use.
8. On September 26, 1988, the "Memorandum of Understanding Implementing Initiative Resolution 88-1" was approved, establishing a 10,600 dwelling unit cap for Planning Areas 17, 18, 22, 26 and 27. In addition, the Memorandum permits up to 800 dwelling units in lieu of commercial in Planning Area 26, for an overall cap of up to 11,400 dwelling units.
9. ~~Reserved~~ [Maximum dwelling units within the Regional Commercial designation of Planning Area 4 shall be inclusive of any density bonus units.](#)
10. The University of California controls land use authority and related regulatory activities. Dwelling unit totals are based on the University's Long-Range Development Plan.
11. Total residential Dwelling Units within Planning Area 4 shall not exceed ~~7,969~~[8,937](#).
12. Residential uses within Sector 11 of Planning Area 4 shall not exceed 2,830 ADT unless additional environmental documentation ensures traffic mitigation.
13. Reserved.
14. Derived from Planning Area 22 Zone Change [16868-ZC, CC Reso 95-79)].
15. In Planning Area 15, a total of 50,526 square feet of Institutional Uses are located on a site have been allocated equally to two sites designated as High Density Residential and located at 4445 Alton Parkway and 23 Lake Street designated as High Density Residential. Additionally, 5,939 square feet of Institutional Uses have been allocated to a site designated as Multi-Use and located at 5010

Barranca Parkway. This square footage is considered additive and is not included in the Planning Area 15 total intensity caps.

16. Maximum Square Footages for Multi-Use

Non-Residential Conversions: The “Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Analysis, approved November 26, 2013, or subsequent traffic analysis amending those assumptions, analyzed 1,318,200 square feet of Multi-Use (Office) in Planning Area 51. If any other non-residential land uses within 8.1 TTOD zoning district are proposed in-lieu of Multi-Use (Office), the square footage may be adjusted accordingly within the General Plan Table A-1 without the need for a General Plan Amendment.

17. The 1,233,000 square feet in Institutional/Public Facilities in Planning Area 51 includes 122,500 square feet for Orange County Transit Authority facilities; 300,000 square feet for County of Orange facilities; 263,000 square feet for warehousing for homeless providers; 468,000 square feet of institutional uses; 26,000 square feet of sports park; and 53,500 square feet of remote airport terminal.

18. In order to develop at the maximum intensities for Planning Area 51, the property owner has entered into a development agreement, (recorded on July 12, 2005), which requires the dedication of land and the development or funding of infrastructure improvements in excess of the City’s standard requirements, and the commitment to long-term maintenance of public facilities. This agreement was amended by the Amended and Restated Development Agreement adopted pursuant to City Council Ordinance 09-09.

19. To the extent that residential units are built in PA 33, within the 4.7C Urban Commercial District, a corresponding reduction in the allowable non-residential intensity shall occur in terms of equivalent traffic generated. The actual amount of reduction in non-residential intensity will be based upon a conversion rate of 648 square feet of non-residential intensity per dwelling unit (as established in the traffic analysis “City of Irvine Spectrum 1 Traffic Analysis” July 2003). Revisions to the non-residential and residential intensity figures for PA 33 (consistent with this note) are authorized without the need for a subsequent general plan amendment

20. Reserved

21. Reserved

22. Reserved
23. Development Agreement 00310468-PDA vested certain entitlements for the Park Place development (collectively, the “Vested Park Place Entitlements”). The Vested Park Place Entitlements include the right to allocate the maximum permitted intensity of development within Park Place among the various permitted and conditionally permitted uses utilizing the development points system set forth in Section V.E.-736.5 of the 1989 Zoning Code (the “1989 Point System”). The maximum intensity limits for Planning Area 36 allow for up to 3,450 dwelling units within Park Place subject to an overall intensity limit 8,567,880 total points under the 1989 Point System which have been allocated to Park Place under the Vested Park Place Entitlements. To the extent that the 3,450 maximum unit entitlement is not developed at Park Place, non-residential uses may be developed at Park Place by utilizing unused points under the 1989 Point System. Total construction within Park Place shall not exceed any of the following intensity limits: 3,450 residential dwelling units and 8,567,880 points under the 1989 Point System.
24. Reserved
25. Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of unallocated units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA. ~~Additionally, unallocated units in Planning Area 4 cannot be transferred between sectors per an existing development agreement.~~
26. On July 12, 2005, the City and Heritage Fields LLC executed the Great Park Development Agreement that vested Heritage Fields’ right to develop 3,625 base units in Planning Areas 30 and 51 (now referred to as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The November 6, 2008 Planning Commission approval of the Master Affordable Housing Plan and the Density Bonus Application granted the right to develop 1,269 density bonus units in Planning Areas 30 and 51 (now referred to

as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The City Council later approved the Density Bonus Agreement on August 9, 2009 regarding the implementation of the 1,269 density bonus units. The 2012 General Plan Amendment and Zone Change increase the maximum number of base units to 7,037 (3,625 plus 3,412) and the maximum number of density bonus units to 2,463 (1,269 plus 1,194) for a maximum of 9,500 units.

27. Density Bonus units granted pursuant to state law.
28. The development intensity allocated to 8.1A equates to 175,000 square feet of office use and 325,000 square feet of Research and Development use with a post-2030 trip limit of 5,115 average daily trips, 506 am peak hour trips and 509 pm peak hour trips based on NITM land use rates. To the degree residential units, up to a maximum of 790 dwelling units, or other uses are built in 8.1A, a corresponding reduction in the allowable Office and/or Research and Development intensity shall occur in terms of equivalent traffic generation based on a.m. peak, p.m. peak, and average daily trips. The actual amount of reduction will be based on land use based traffic generation rates, and using an average trip generation rate (10.73 ADT, 0.98 am peak hour trips and 0.94 pm peak hour trips per 1,000 square feet of office use and 9.96 ADT, 1.03 am peak hour trips and 1.06 pm peak hour trips per 1,000 square feet of research and development use) for Office and/or Research and Development intensity and the applicable rates for any proposed non-office use, as determined by the Director of Community Development.
29. The IBC Vision Plan, adopted by City Council in July 2010, assumed a theoretical total of 2,038 density bonus units. This total is based on 655 total density bonus units existing, under construction, approved, or in process at the time of Vision Plan adoption, plus an additional 1,383 potential density bonus units based on the maximum allowed pursuant to state law for the 3,950 potential base units identified to reach the 15,000 base unit cap at the time of Vision Plan approval. The minimum required density is 30 units per acre.

The Maximum Allowable Square Footage within Planning Area 36 can adjust upward or downward based upon the mix of land uses and is not considered a development cap as is the case in other planning areas. This estimated number can be adjusted as needed by City Staff as long as the resulting Planning Area development intensity is within the Planning Area Development Intensity Value budget. Land uses may be changed to any permitted or

conditionally permitted use within the corresponding zoning district, with the established development intensity values.

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

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4. This designation provides for a variety of land uses and is based upon 63,476 AM (peak hour), 76,173 PM (peak hour) and 812,673 ADT as the maximum intensity regulating factor (refer to the IBC database), with the exception of Planning Area 4.
5. This designation provides for a variety of land uses, which are regulated by the Irvine Center Development Agreement for PA 33. The development intensity is derived from the Irvine Center Development Agreement adopted August, 1993. The development intensity for PA 33 was determined by converting the allowable points (6,300) to gross leaseable square feet and then multiplying by 1.15 to achieve a gross floor area. As such, the Irvine Center Development Agreement is estimated to allow approximately 8,388,980 square feet of gross floor area. An additional 1,514,000 square feet of gross floor area is permitted subject to the Zoning Ordinance, for a planning area total of 9,902,980 square feet. With the approval of General Plan Amendment 41359-GA (CC Reso. 03-115) in August 2003, residential units were introduced into Planning Area 33 and accompanied by a footnote indicating that non-residential intensity must be reduced by a set amount for every residential unit built so as to avoid any increase in total traffic in Planning Area 33. Based on the approval 3,150 units, the maximum gross floor area is approximately 7,955,092 square feet. In addition, the footnote allows adjustments to the residential and non-residential intensity figures, pursuant to this footnote, without a requirement to file a subsequent General Plan amendment for those adjustments. The actual development intensity within PA 33 may exceed these estimates subject to the traffic provisions

contained in the Development Agreement. Within Planning Area 4, this designation provides for a variety of land uses as provided by the Lower Peters Canyon Development Agreement.

6. The permitted range of dwelling units (low-high) may be less than that allowed by the available acreage. The residential intensity ranges are based on estimated gross figures and may be adjusted through technical refinements to reflect more accurate information at subsequent planning levels.
7. Within Planning Area 12, the multi-use designation allows medium high or high density residential use.
8. On September 26, 1988, the "Memorandum of Understanding Implementing Initiative Resolution 88-1" was approved, establishing a 10,600 dwelling unit cap for Planning Areas 17, 18, 22, 26 and 27. In addition, the Memorandum permits up to 800 dwelling units in lieu of commercial in Planning Area 26, for an overall cap of up to 11,400 dwelling units.
9. ~~Reserved~~ [Maximum dwelling units within the Regional Commercial designation of Planning Area 4 shall be inclusive of any density bonus units.](#)
10. The University of California controls land use authority and related regulatory activities. Dwelling unit totals are based on the University's Long-Range Development Plan.
11. Total residential Dwelling Units within Planning Area 4 shall not exceed ~~7,969~~[8,937](#).
12. Residential uses within Sector 11 of Planning Area 4 shall not exceed 2,830 ADT unless additional environmental documentation ensures traffic mitigation.
13. Reserved.
14. Derived from Planning Area 22 Zone Change [16868-ZC, CC Reso 95-79)].
15. In Planning Area 15, a total of 50,526 square feet of Institutional Uses are located on a site have been allocated equally to two sites designated as High Density Residential and located at 4445 Alton Parkway and 23 Lake Street designated as High Density Residential. Additionally, 5,939 square feet of Institutional Uses have been allocated to a site designated as Multi-Use and located at 5010

Barranca Parkway. This square footage is considered additive and is not included in the Planning Area 15 total intensity caps.

16. Maximum Square Footages for Multi-Use

Non-Residential Conversions: The “Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Analysis, approved November 26, 2013, or subsequent traffic analysis amending those assumptions, analyzed 1,318,200 square feet of Multi-Use (Office) in Planning Area 51. If any other non-residential land uses within 8.1 TTOD zoning district are proposed in-lieu of Multi-Use (Office), the square footage may be adjusted accordingly within the General Plan Table A-1 without the need for a General Plan Amendment.

17. The 1,233,000 square feet in Institutional/Public Facilities in Planning Area 51 includes 122,500 square feet for Orange County Transit Authority facilities; 300,000 square feet for County of Orange facilities; 263,000 square feet for warehousing for homeless providers; 468,000 square feet of institutional uses; 26,000 square feet of sports park; and 53,500 square feet of remote airport terminal.

18. In order to develop at the maximum intensities for Planning Area 51, the property owner has entered into a development agreement, (recorded on July 12, 2005), which requires the dedication of land and the development or funding of infrastructure improvements in excess of the City’s standard requirements, and the commitment to long-term maintenance of public facilities. This agreement was amended by the Amended and Restated Development Agreement adopted pursuant to City Council Ordinance 09-09.

19. To the extent that residential units are built in PA 33, within the 4.7C Urban Commercial District, a corresponding reduction in the allowable non-residential intensity shall occur in terms of equivalent traffic generated. The actual amount of reduction in non-residential intensity will be based upon a conversion rate of 648 square feet of non-residential intensity per dwelling unit (as established in the traffic analysis “City of Irvine Spectrum 1 Traffic Analysis” July 2003). Revisions to the non-residential and residential intensity figures for PA 33 (consistent with this note) are authorized without the need for a subsequent general plan amendment

20. Reserved

21. Reserved

22. Reserved
23. Development Agreement 00310468-PDA vested certain entitlements for the Park Place development (collectively, the “Vested Park Place Entitlements”). The Vested Park Place Entitlements include the right to allocate the maximum permitted intensity of development within Park Place among the various permitted and conditionally permitted uses utilizing the development points system set forth in Section V.E.-736.5 of the 1989 Zoning Code (the “1989 Point System”). The maximum intensity limits for Planning Area 36 allow for up to 3,450 dwelling units within Park Place subject to an overall intensity limit 8,567,880 total points under the 1989 Point System which have been allocated to Park Place under the Vested Park Place Entitlements. To the extent that the 3,450 maximum unit entitlement is not developed at Park Place, non-residential uses may be developed at Park Place by utilizing unused points under the 1989 Point System. Total construction within Park Place shall not exceed any of the following intensity limits: 3,450 residential dwelling units and 8,567,880 points under the 1989 Point System.
24. Reserved
25. Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of unallocated units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA. ~~Additionally, unallocated units in Planning Area 4 cannot be transferred between sectors per an existing development agreement.~~
26. On July 12, 2005, the City and Heritage Fields LLC executed the Great Park Development Agreement that vested Heritage Fields’ right to develop 3,625 base units in Planning Areas 30 and 51 (now referred to as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The November 6, 2008 Planning Commission approval of the Master Affordable Housing Plan and the Density Bonus Application granted the right to develop 1,269 density bonus units in Planning Areas 30 and 51 (now referred to

as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The City Council later approved the Density Bonus Agreement on August 9, 2009 regarding the implementation of the 1,269 density bonus units. The 2012 General Plan Amendment and Zone Change increase the maximum number of base units to 7,037 (3,625 plus 3,412) and the maximum number of density bonus units to 2,463 (1,269 plus 1,194) for a maximum of 9,500 units.

27. Density Bonus units granted pursuant to state law.
28. The development intensity allocated to 8.1A equates to 175,000 square feet of office use and 325,000 square feet of Research and Development use with a post-2030 trip limit of 5,115 average daily trips, 506 am peak hour trips and 509 pm peak hour trips based on NITM land use rates. To the degree residential units, up to a maximum of 790 dwelling units, or other uses are built in 8.1A, a corresponding reduction in the allowable Office and/or Research and Development intensity shall occur in terms of equivalent traffic generation based on a.m. peak, p.m. peak, and average daily trips. The actual amount of reduction will be based on land use based traffic generation rates, and using an average trip generation rate (10.73 ADT, 0.98 am peak hour trips and 0.94 pm peak hour trips per 1,000 square feet of office use and 9.96 ADT, 1.03 am peak hour trips and 1.06 pm peak hour trips per 1,000 square feet of research and development use) for Office and/or Research and Development intensity and the applicable rates for any proposed non-office use, as determined by the Director of Community Development.
29. The IBC Vision Plan, adopted by City Council in July 2010, assumed a theoretical total of 2,038 density bonus units. This total is based on 655 total density bonus units existing, under construction, approved, or in process at the time of Vision Plan adoption, plus an additional 1,383 potential density bonus units based on the maximum allowed pursuant to state law for the 3,950 potential base units identified to reach the 15,000 base unit cap at the time of Vision Plan approval. The minimum required density is 30 units per acre.

The Maximum Allowable Square Footage within Planning Area 36 can adjust upward or downward based upon the mix of land uses and is not considered a development cap as is the case in other planning areas. This estimated number can be adjusted as needed by City Staff as long as the resulting Planning Area development intensity is within the Planning Area Development Intensity Value budget. Land uses may be changed to any permitted or

conditionally permitted use within the corresponding zoning district, with the established development intensity values.

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

Sec. 2-17-2. Need for Master Plan.

- A. A Master Plan shall be required for certain kinds of developments, as noted below. When both a Master Plan and conditional use permit are required for a project, the submittal of a Master Plan may be waived by the Director of Community Development, provided the conditional use permit includes all the information that would be required for a Master Plan (see Section 2-9-2).
1. Nonresidential development in the following zoning districts:
 - 3.1 Multi-Use.
 - 4.1 Neighborhood Commercial.
 - 4.2 Community Commercial.
 - 4.4 Commercial Recreation.
 - 4.5 Regional Commercial.
 - 4.6 Regional Office.
 - 4.7 Urban Commercial.
 - 4.8 Irvine Center Garden Commercial.
 - 5.5H Medical and Science.
 - 8.1 Trails and Transit Oriented Development.
 2. Residential development in the following zoning districts:
 - 2.2 Low Density Residential.
 - 2.3 Medium Density Residential.
 - 2.4 Medium-High Density Residential.
 - 2.5 High Density Residential.
 - 3.1 Multi-Use.
 - [4.9 Lower Peters Canyon Regional Commercial](#)
 - 5.3 IBC Residential.
 - 8.1 Trails and Transit Oriented District.
 3. All development in the Hillside Overlay District.
- B. At the Director of Community Development's discretion, a Master Plan may be required where:
1. The project is under multiple ownership; or
 2. A development proposal will affect decisions on the remainder of any phased project that will not be addressed in conjunction with the development proposal alone.
- C. In addition to the above, a Master Plan shall be required for all projects located within the Irvine Business Complex (Planning Area 36) which meet any of the following criteria:
1. The site is in excess of 10 net acres in size.
 2. The Master Plan will include two or more principal uses.
 3. The site is proposed to be a receiving site for a transfer of development rights.

(Code 1976, § V.E-212.2; Ord. No. 92-3, 4-14-92; Ord. No. 92-20, § 6, 11-10-92; Ord. No. 93-14, § 3, 10-12-93; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, § 1, 5-9-95; Ord. No. 96-18, § 4, 12-10-96; Ord. No. 97-05, 5-13-97; Ord. No. 06-18, § 4, 10-24-06; Ord. No. 08-08, § 5, 8-12-0; Ord. No. 11-12, § 4(Exh. A), 9-13-11)

Sec. 3-37-28. 4.9 Lower Peters Canyon Regional Commercial.^{1,3}

- A. *Intent.* This category is designed to facilitate the development of regional commercial uses within Sectors ~~6-4~~ and 10 of Lower Peters Canyon. In addition, it is the intent of this category to allow a wide enough range of ancillary uses to encourage full community utilization and to provide for a synergism of compatible commercial activities.
- B. *Permitted uses.*²
1. Accessory use.³
 2. Agriculture.
 3. Arcades, game.
 4. Bar, tavern, cocktail lounge.
 5. Caretaker's quarters.
 6. Child care centers.
 7. Church.
 8. Commercial recreation (over 1,500 square feet).
 9. Commercial recreation (under 1,500 square feet).
 10. Community facility.
 11. Convenience liquor store.
 12. Department stores.
 13. Equipment rental.
 14. Financial institution (except drive-thru).
 15. Fortunetelling.
 16. Fraternal and service clubs.
 17. Government facility.
 18. Greenhouses.
 19. Hospital.
 20. Hotel/motel (after July 1, 2005).
 21. Industries, service.
 22. Information center.
 23. Office, administrative, business, professional.
 24. Office, design professionals.
 25. Office, headquarters.
 26. Office, medical.
 27. Outdoor sales.
 28. Outdoor vendor.

29. Parks.

[30. Residential, attached.](#)^{11, 12}

~~30~~[31](#). Residential, nonprofit/institutional.

~~31~~[32](#). Restaurants.

~~32~~[33](#). Restaurant, fast food (except drive-thru).

~~33~~[34](#). Retail and/or service business, general (except drive-thru).

~~34~~[35](#). Retail business, home improvement related.

~~35~~[36](#). Schools, commercial.

~~36~~[37](#). Schools, private.

~~37~~[38](#). Schools, public.

~~38~~[39](#). Single room occupancy (SRO).

~~39~~[40](#). Supermarkets.

~~40~~[41](#). Utility building and facility.

~~41~~[42](#). Vehicle assembly.

~~42~~[43](#). Vehicle body repair, paint or restoration.

~~43~~[44](#). Vehicle leasing and rentals.

~~44~~[45](#). Vehicle repair.

~~45~~[46](#). Vehicle sales.

~~46~~[47](#). Veterinary services, domestics.

~~47~~[48](#). Veterinary services, livestock.

~~48~~[49](#). Warehouse and sales outlet.

~~49~~[50](#). Warehousing, storage and distribution.

~~50~~[51](#). Wireless communication facility (may require a wireless communication facility permit, a minor conditional use permit, a major conditional use permit or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

C. *Conditional uses.*⁶

1. Carwash.
2. Conference/convention facility.
3. Congregate care facility.
4. Convalescent home.
5. Domestic animal care facility.¹⁰
6. Financial institution, drive-thru.
7. Golf course.
8. Health club.

9. Manufactured structure (nonresidential).
10. Massage establishment.
11. Restaurant, "Type 47" ABC License operating after 12:00 a.m.
12. Restaurant, fast food (drive-thru).
13. Gas station/fuel dispenser.⁵
14. [Any other use which the Planning Commission finds consistent with the purpose and intent of this district and which is found to be compatible with adjacent planned and/or existing land uses.](#)

	Minimum Site Size	Not Applicable 5,000 square feet
D-	Minimum building site area	10,000 square feet
	Maximum Site Coverage	Area Excluding Required Setbacks (%)
	Residential Uses All uses except single family detached	Unlimited 80%
E-	Maximum gross floor area:	
	Sector 10	388,000 square feet
	Sector 4	466,000 square feet
F-	Maximum Dwelling Units	1,261 dwelling units
FG-	Maximum building height	50 feet ⁶
	Non-residential	50 feet ⁶
	Residential, attached	75 feet ⁶
	Minimum Site Landscaping	Not Applicable 20%
	Minimum Open Space Area	5% (multifamily only)
GH-	Building setbacks ⁷ from:	
	Non-Residential	
	Front: ⁸	
	Building under 25 feet in height	10 feet
	Building between 25 feet and 35 feet in height	15 feet
	Building over 35 feet in height	20 feet
	Side: ⁹	
	Building under 25 feet in height	0 feet
	Building between 25 and 35 feet in height	5 feet
	Building over 35 feet in height	10 feet
	Rear	0 feet
	Residential	
	Major Arterial: ⁸	30 feet
	Primary Arterial: ⁸	20 feet
	Secondary Arterial: ⁸	20 feet
	Private Street or Drive:	10 feet
	Eastern Transportation Corridor (SR-261): ⁸	40 feet
	Interior Boundary if adjacent to non-residential uses	
	Side	10 feet ¹³
	Rear	10 feet ¹³
	Building to Building	

		All uses	10 feet
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¹ Development within this zoning district is subject to the requirements outlined in Section 9-4-7.A.3.

² Some permitted uses may have to conform to or fulfill conditions of approval imposed in conjunction with previous discretionary approvals. Additionally, a Master Plan application may need to be processed (see Chapter 2-17).

³ [Development standards for Planning Area 4 have been established through a development agreement between the City and the property owner approved November 26, 1996. These standards are based on a specific plan approved by the County prior to the City’s annexation of Lower Peters Canyon or as modified by development agreement. The development standards in this agreement were codified in the zoning ordinance, and differ from other areas of the City. The development agreement expired in 2017.](#) ~~Reserved.~~

⁴ A Master Plan application may be required in addition to a conditional use permit (see Chapter 2-17).

⁵ See Section 9-4-7.A.8 for service station regulations within Planning Area 4.

⁶ Architectural projections (including light towers in the parking areas) comprising less than 10 percent of the total building footprint may ~~reach a~~[exceed the](#) maximum height ~~of 65~~[by up to 15](#) feet.

⁷ Eaves, cornices, chimneys, outside staircases, balconies and similar architectural features may project six feet into any required setback. Where the setback is less than six feet, the projection shall not exceed 60 percent of the required setback area.

⁸ Measured from the ultimate street right-of-way.

⁹ Measured from the side property line.

¹⁰ Domestic animal care facilities shall require a veterinary certificate of health and proof of current vaccinations for distemper, rabies and parvovirus. Animals may be groomed, trained, exercised socialized and kept or boarded overnight, but not bred, sold or let for hire.

¹¹ [Subject to approval of a Master Plan pursuant to Chapter 2-17.](#)

¹² [Residential development within this zoning district is subject to the requirements outlined in Section 9-4-7.A.2.h.](#)

¹³ [Where residential uses abut potentially incompatible features \(e.g. trash enclosures, retail back of house, compressors or similar uses as determined by the Director of Community Development\), determination of interior setbacks shall be determined through master plan or conditional use permit.](#)

(Ord. No. 97-06, § 3(V.E-325.4.9), 5-13-97; Ord. No. 05-13, § 4, 7-12-05; Ord. No. 05-16, § 2, 7-12-05; Ord. No. 09-02, § 3, 3-24-09; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 13-08, § 2(Exh. A), 1-14-14 ; Res. No. 15-86, § 3(Exh. A), 8-11-15; Ord. No. 18-05 , Exh. A, 4-24-18)

CHAPTER 9-4. PLANNING AREA 4 (LOWER PETERS CANYON)

Sec. 9-4-1. Land use zoning map.

(See Planning Area 4 map following Section 9-4-3.)

(Code 1976, § V.E-804.1; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 03-32, § 5, 11-18-03)

c. 9-4-2. Introduction.

- A. Planning Area 4 is located in the northern portion of the City. Boundaries include Interstate 5 (Santa Ana Freeway) to the south, Jamboree Road to the west, Culver Drive to the east and Portola Parkway to the north. This boundary includes a small portion of land that extends north of Portola Parkway between Jamboree Road and the west leg of the Eastern Transportation Corridor.
- B. Standards for Planning Area 4 have been established through a development agreement between the City and the property owner approved November 26, 1996. These standards are based on a specific plan approved by the County prior to the City's annexation of Lower Peters Canyon or as modified pursuant to the development agreement. [The development standards in this agreement were codified in the zoning ordinance, and differ from other areas of the City. The development agreement expired in 2017.](#)

(Code 1976, § V.E-804.2; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97)

Sec. 9-4-3. Statistical analysis.

			Building Intensity Standard			
General Plan Category	Zoning Number	Zoning District	Maximum Regulatory Dwelling Units	Additive ² /Density Bonus ³ Dwelling Units ³	Maximum Regulatory Square Feet	Additive Square Feet ^{3,2}
Residential:						
Medium Density	2.3F	Medium Density	5,361	0	0	0
Medium-High Density	2.4/2.4F	Medium-High Density	2,315	162	0	0
Multi-Use:						
Multi-Use	3.1	Multi-Use	0	0	*85,000	0
Commercial:						
Community Commercial	4.2	Community Commercial	0	0	124,410	0
Regional Commercial	4.9	LPC ³ LPC ⁴ Regional Commercial	0 ^{1,051}	0 ²¹⁰ ³	865,590 ^{666,996}	0
Business/Industrial:						

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Research and Industrial	5.6	Business Park	0	0	1,423,000	0
Unallocated Dwelling Units ¹	n/a	n/a	293 <u>0</u>	0	0	0
PLANNING AREA TOTAL			7,969 <u>8,727</u>	162 <u>372</u>	2,498,000 <u>2,299,406</u>	0

*85,000 square feet refers to maximum square footage for commercial uses. All uses shall not generate more than 12,250 ADT unless additional environmental documentation ensures traffic mitigation.

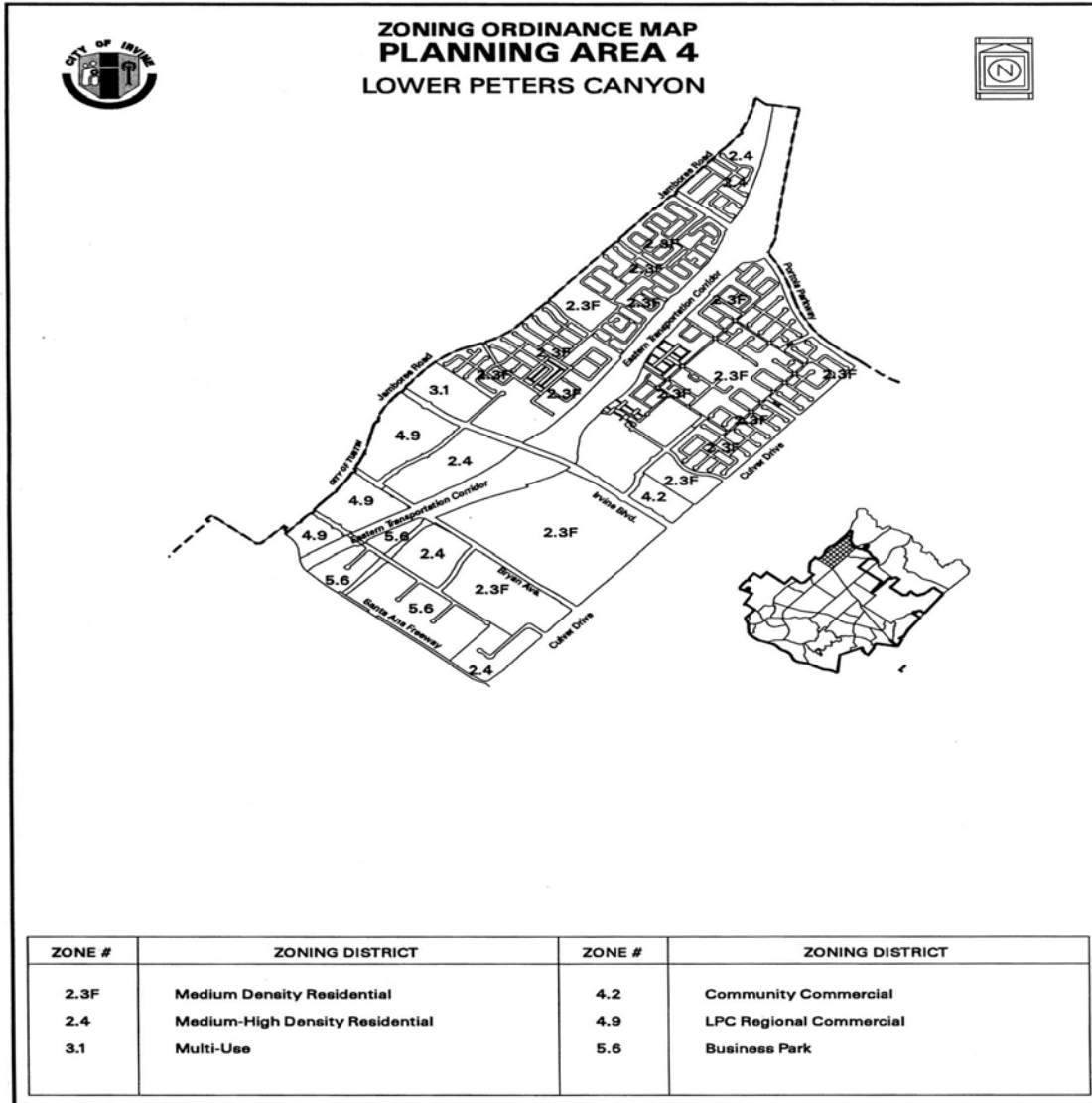
¹Unallocated dwelling units represent those units remaining in a planning area that may be built anywhere in the same planning area. These units are within the maximum development intensity for the planning area; and, therefore, placement of unallocated units into any residential category [or category allowing residential uses](#) within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA. ~~Additionally, unallocated dwelling units in Planning Area 4 cannot be transferred between sectors per an existing development agreement.~~

²See Section 9-0-3.C, Building Intensity Standards.

³[Density bonus units. These units are not considered additive.](#)

~~³⁻⁴~~LPC is the Lower Peter's Canyon Village.

(Code 1976, § V.E-804.3; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 00-15, § 4, 1-9-01; Ord. No. 03-02, § 4, 1-14-03; Ord. No. 03-32, § 5, 11-18-03; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 12-09, § 3(Exh. A), 5-22-12)



Sec. 9-4-4. Land use matrix.

P	=	Permitted
C	=	Conditional
."	=	Prohibited

Land Use	Category					
	2.3 Medium Density Residential	2.4 Medium- High Density Residential	3.1 Multi- Use	4.2 Community Commercial	4.9 Regional Commercial	5.6 Business Park

Accessory uses (1)	P	P	P	P	P	P
Advertising and publishing businesses	.	.	.	.	.	P
Alternative health care provider (7)	.	.	P	P	P	P
Answering and communication services	.	.	.	.	.	P
Assembly of components or finished products	.	.	.	.	.	P
Agriculture (6)	P	P	C (1)	P	P	P
Antennas (above height limit)	.	.	.	C	C	.
Apiaries	.	.	.	.	.	.
Arcades, game	.	.	.	P	P	.
Automobile parking lots and structures	.	.	.	P	.	.
Automobile repair specialty shop	.	.	.	.	P	.
Bar, tavern, cocktail lounge	.	.	C	C	P	C (2)
Barber and beauty shops	.	.	P	.	.	P
Blueprinting, reproduction, copying, photo supplies, bookbinding, photoengraving and printing	.	.	P	.	.	P
Caretaker's quarters	.	.	.	P	P	.
Carwash	.	.	C	C	C	C
Cemeteries/mausoleums	.	.	.	.	.	.
Child care centers	P	P	P	P	P	C
Churches (and other places of religious worship)	P	P	P	P	P	C
Civic, governmental and cultural	C	C	P	P	P	P
Clinics	.	.	.	P	P	.
Coastal zone development	.	.	.	.	.	.
Commercial recreation, nonresidential districts	.	.	P	P	P	P
Commercial recreation, residential districts	C	C	.	.	.	.

Communication transmitting, reception or relay facilities	.	.	.	P	.	.
Community facilities, public (including private clubs, lodges, union halls)	P .	P .	P .	P .	P .	P .
Community centers, including recreation facilities located internal to and designed to serve a specific residential district	P	P	.	.	.	.
Community centers, located in residential districts, including recreation facilities, but not internal to or designed to serve a specific neighborhood	C	C	.	.	.	.
Community information centers	C	C	P	P	P	P
Concrete recycling facilities	.	.	.	.	.	.
Conference convention facilities	.	.	.	P	C	P
Congregate care facilities	C	C	C	C	C	C
Convalescent home	C	C	C	C	C	.
Convenience liquor store	.	.	C	C	P	C
Cultural facilities (theaters, libraries, art galleries, music halls, observatories)	C	C	P	P	C	P
Dairy, commercial	.	.	.	.	.	.
Day care centers/facilities	P	P	P	P	P	P
Department stores	.	.	C	P	P	.
Domestic animal care facility	.	.	C	C	C	.
Dry cleaners and self-serve laundry	.	.	P	P	.	.
Educational facilities, including off-site institutions of higher learning	.	.	C	.	.	.
Engineering supplies	.	.	.	.	.	P

Equipment rental	.	.	.	.	P	C
Escort bureaus and introductory services	.	.	.	.	.	.
Financial institutions	.	.	P	P	P	P
Financial institutions, drive-thru	.	.	P	C	C	C
Fire stations	C	C	P	P	P	P
Florists	.	.	P	P	.	P
Fortunetelling	.	.	.	P	P	.
Fraternal and service clubs	.	.	.	P	P	.
Gas station/fuel dispenser	.	.	C	C	C	C
Golf courses	C	C	C	C	C	C
Government facilities	P	P	P	P	P	P
Greenhouses, commercial	.	.	C	P	P	C
Guard houses, gates and other security facilities	P	P	P	P	P	P
Health clubs	C	C	C	C	C	C
Heliports	.	.	.	.	.	.
Home care	P	P	.	.	.	.
Home occupations	P	P	.	.	.	.
Hospital, including medical offices/dental walk-in clinics and emergency centers	P	P	P	P	P	P
Hotel/motel	.	.	C (3)	C (3)	P (3)	.
Industries, service	.	.	.	P	P	P
Information center	P	P	P	P	P	P
Intra-community directional signs	P	P	P	P	P	P
Janitorial businesses	.	.	.	.	.	P
Landscaping businesses	.	.	.	.	.	C
Library	.	.	P	P	.	.
Mail-order businesses	.	.	.	.	.	P
Maintenance facilities and structures	C	C	P	P	P	P
Manufactured structures, nonresidential	.	.	C	C	C	C
Manufactured structures, residential	C	C	.	.	.	.
Manufacturing, heavy (components)	.	.	.	.	.	C
Manufacturing, light	.	.	.	.	.	C

Massage facilities and related businesses	.	.	C	C	C	.
Messenger, mail and delivery services	.	.	.	.	.	P
Mining and processing	.	.	.	.	.	.
Miniwarehouse	.	.	.	.	.	C
Model home sales complex	P	P	P	.	.	.
Movie theaters	.	.	.	.	P	.
Motion picture and recording studios	.	.	.	.	.	P
Museum	C	C	P	P	C	P
Nonprofit groups and meeting facilities	.	.	P	.	.	.
Nurseries, wholesale	P	P	.	P	P	P
Nursery schools	P	P	P	P	P	C
Office,						
Administrative	.	.	C	P	P	P
Business	.	.	C	P	P	P
Professional	.	.	C	P	P	P
Offices, design professionals	.	.	C	P	P	P
Office furniture, equipment and sales (including computers, furnishings, installation and interior decoration)	.	.	.	.	P	P
Office, headquarters	.	.	P	P	P	P
Office, planned unit development	.	.	.	C	C	.
Outdoor bazaar	.	.	C	P	P	.
Outdoor sales	.	.	C	P	P	.
Outdoor storage	.	.	.	.	.	C
Outdoor vendors	.	.	C	P	P	C
Packing plants for agricultural products	.	.	.	.	.	.
Parks (including parking for recreational uses)	P	P	P	P	P	P
Parks, private (noncommercial)	P	P	P	P	P	P
Pharmacies, dispensing	.	.	.	P	P	P
Picnic areas	P	P	P	P	P	P
Police stations	C	C	P	P	P	P
Recycling center	.	.	.	.	.	.

Recreation facilities, public and private (including health and tennis clubs and spas)	P	P	P	P	P	P
Recreational vehicle storage, private	.	.	.	.	.	C
Recreational vehicle storage, public	.	.	.	.	.	C
Research and development	.	.	.	.	.	C
Residential, accessory dwelling unit	P(8)	P(8)	.	.	.	.
<u>Residential, attached.</u>	<u>P</u>	<u>P</u>	<u>P(9)</u>	<u>.</u>	<u>P(9)</u>	<u>.</u>
Residential, cluster	P	P	C(4)	.	.	.
Residential, conventional detached	P	P	.	.	.	.
Residential, nonprofit	P	P	P	P	P	P
Residential, institutional	P	P	P	P	P	P
Residential, planned unit developments	C	C	.	.	.	.
Restaurants	.	.	C	P	P	C
Restaurants, fast food and drive-thru	.	.	C	C	C	C
Restaurants, take-out	.	.	C	P	P	C
Retail and service business, general	.	.	C	P	P	.
Retail and service businesses, home improvement	.	.	C	P	P	.
Schools, private	P	P	P	P	P	P
Schools, public	P	P	P	P	P	P
Short-term rental	.	.	.	.	.	.
Solid waste stations	.	.	.	.	.	.
Stables, private	.	.	.	P	.	.
Stables, public	.	.	.	P	.	.
Supermarkets	.	.	C	P	P	.
Temporary uses (5)	P	P	P	P	P	P
Transportation support facilities, including park-and-ride and other uses intended to promote the use of transportation management programs and systems	.	.	P	.	.	.

Travel agencies	.	.	P	P	.	P
Truck terminals	.	.	.	.	.	.
Utility buildings and facilities	C	C	C	C	P	C
Vehicle assembly	.	.	.	.	P	C
Vehicle body repair, paint or restoration	.	.	.	.	P	.
Vehicle impound yards	.	.	.	.	.	.
Vehicle leasing and rentals	.	.	.	C	P	C
Vehicle repair	.	.	.	C	P	.
Vehicle sales	.	.	.	C	P	C
Vehicle storage	.	.	.	.	.	C
Vehicle wrecking yards	.	.	.	.	.	.
Veterinary services, domestics	.	.	.	P	P	P
Veterinary services, livestock	.	.	.	P	P	.
Vocational schools	.	.	.	.	.	C
Warehouse and sales outlets	.	.	C	P	P	C
Warehousing, storage and distribution	.	.	.	.	P	C

Notes:

- (1) Demonstration only.
- (2) If within restaurants.
- (3) After July 1, 2005.
- (4) If the 20-acre site set aside for the Tustin Unified School District is not used for school purposes.
- (5) As defined in Section 9-4-7.A.9.
- (6) As defined in Section 9-4-7.B.1.d.
- (7) This land use generates traffic trips the same as office, administrative, in the Irvine Business Complex and in the remainder of the City.
- (8) See Chapter 3-26 for specific accessory dwelling unit requirements.
- (9) [Subject to approval of a Master Plan.](#)

(Code 1976, § V.E-804.4; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 99-14, § 2, 6-8-99; Ord. No. 05-16, § 2, 7-12-05; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 13-08, § 2(Exh. A), 1-14-14 ; Ord. No. 18-05 , Exh. A, 4-24-18)

Sec. 9-4-5. General development requirements.

A. *Sectors.*

-
1. *Description.*
 - a. Sectors, dividing the planning area into 11 subareas, have been established to allow for an intermediate level of planning. This intermediate level of planning is to be done in conjunction with the first subdivision or Master Plan within a sector (Exhibit 1).
 2. *Review process.*
 - a. Prior to or concurrent with City approval of the first subdivision map (except maps for finance and conveyance purposes only) or Master Plan within each sector, the Planning Commission shall review and approve the following for the entire sector (pursuant to the criteria outlined in Section 9-4-5.A.3 below):
 - (1) Ownership of landscape, natural open space and recreation areas.
 - (2) Location, width, and treatment of riding and hiking trails within or contiguous to the site.
 - (3) A list of any alternative development standards proposed as part of the application.
 - (4) Location of significant vegetation and special site features, and an indication of the resources to be altered and the resources to be preserved.
 - (5) Location of extensions of off-site roads, flood control facilities, or utilities to serve adjacent areas.
 - (6) Existing and planned uses on adjoining and proximate lands.
 - (7) Access to the project site and on-site pedestrian and vehicular patterns.
 - (8) Sector(s), location, acreage, types of land use and estimated number of dwelling units (or square footages for each nonresidential use) within each sector and/or building site (if deemed applicable by the Director of Community Development).
 - (9) A community design program which summarizes the design features of the area (i.e., signage design, fencing design, landscape themes, common landscape features (adjacent to arterials), eucalyptus windrow design/preservation concepts, architectural theme, and other community design features (if deemed applicable by the Director of Community Development)).
 - (10) Regional riding and hiking and bicycle trail alignments and design concepts (if deemed applicable by the Director of Community Development).
 - (11) Lower Peters Canyon open space spine and creek design concepts (if deemed applicable by the Director of Community Development).
 - (12) Community park design concepts (size, access, relationship with adjacent land uses) (if deemed applicable by the Director of Community Development).
 - (13) Ownership and maintenance responsibilities for public and private park, recreation and open space uses (if deemed applicable by the Director of Community Development).
 - (14) Access, parking, landscape and architecture themes consistent with the special use park for Sector 9 only (containing mixed-use development surrounding the special use park). This tract map may be approved without the completion of a County-approved general development plan for the special use park.
 - b. The application for said subdivision map or Master Plan shall be accompanied by maps, text, or other documentation to satisfy the above requirements. The form and content of such submittals shall be made to the satisfaction of the Director of Community Development.

3. *Alternative development standards.*

- a. If alternative development standards are proposed in conjunction with the Planning Commission approvals required by Section 9-4-5.A.2 above, a description of the proposed standards and how they differ shall be submitted. In addition, the Planning Commission will consider the following criteria prior to final action on the map, and make appropriate findings, if necessary:
1. *General character.* Relationship in scale, bulk, coverage and density with surrounding land uses.
 2. *Facilities.* The availability of infrastructure facilities to serve the project.
 3. *Harmful effects.* The harmful effects, if any, upon desirable neighborhood environments.
 4. *Traffic.* The generation of traffic and its effect on the capacity and character of surrounding streets.
 5. *Noise.* The existing and predictable future level and quantity of noise the property is subject to and the noise which would be generated by the proposed use.
 6. *Suitability.* The physical suitability of the site for the proposed project.

B. *Interim land uses.*

1. *Permitted uses.*

- a. The existing uses within Planning Area 4, listed below, shall be considered permitted uses; provided, however, that said uses shall be limited to the existing size, scope and location at the date of annexation to the City of Irvine. Maintenance, replacement, and additions shall be permitted for existing uses within Planning Area 4.

- (1) Agriculture and associated uses;
- (2) Wholesale nursery;
- (3) Mobile home park (along Culver Drive).

2. *Temporary uses.*

- a. The following temporary uses shall be permitted in conjunction with development in all sectors of the Lower Peters Canyon area:

- (1) Borrow and/or disposal sites and related construction/grading facilities subject to the provisions of the City of Irvine Grading Code; and
- (2) Model homes, real estate sales offices and construction offices or trailers, per administrative approval by the Director of Community Development.

- b. The following temporary and/or permanent use shall be prohibited in all sectors of the Lower Peters Canyon area:

- (1) Concrete recycling facilities.

(Code 1976, § V.E-804.5; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 99-14, § 2, 6-8-99)

Sec. 9-4-6. Reserved.

Sec. 9-4-7. Special development requirements.

A. Land use.

1. Sector development intensity.

- a. The maximum dwelling units within Sector 1 (Medium-High Density Residential) shall not exceed 1,200 dwelling units.
- b. The maximum dwelling units within Sector 2 (Medium Density Residential) shall not exceed 2,040 dwelling units. Within Sector 2, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- c. The maximum dwelling units within Sector 3 (Medium-High Density Residential) shall not exceed 1,200 dwelling units.
- d. The maximum gross floor area within Sector 4 (Regional Commercial) shall not exceed ~~466,000~~267,406-square feet- [and the maximum dwelling units shall not exceed 1,261 dwelling units.](#)
- e. The maximum dwelling units within Sector 5 (Medium Density Residential) shall not exceed 2,910 dwelling units. Within Sector 5, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- f. The maximum gross floor area within Sector 6 (Community Commercial) shall not exceed 136,000 square feet.
- g. The maximum dwelling units within Sector 7 (Medium Density Residential) shall not exceed 1,200 dwelling units. Within Sector 7, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- h. The maximum gross floor area within Sector 8 (Business Park) shall not exceed 1,423,000 square feet. Maximum dwelling units within Sector 8 shall not exceed 422.
- i. The maximum gross floor area devoted to commercial use within Sector 9 (Multi-Use) shall not exceed 85,000 square feet. All uses within Sector 9 shall not generate more than 12,250 average daily trips (ADT) unless additional environmental documentation ensures traffic mitigation.
- j. The maximum gross floor area within Sector 10 (Regional Commercial) shall not exceed 388,000 square feet.
- k. The maximum dwelling units for medium density residential uses within Sector 11 shall not generate more than 2,830 ADT unless additional environmental documentation ensures traffic mitigation. The maximum dwelling units for Medium-High Density Residential uses within Sector 11 shall not exceed 840 dwelling units. Within Sector 11, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- l. The maximum dwelling unit and commercial square footage totals for each sector are calculated on a gross acreage basis and apply to the overall sectors and not any particular division of those sectors.
- m. Sector boundaries and acreages are approximate and shall be established by subdivision, Master Plan and/or conditional use permit approval.
- n. The total number of dwelling units for Planning Area 4 (Lower Peters Canyon) shall not exceed ~~7,969~~8,937-units.

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- o. Adjustments in sector boundaries resulting in an acreage change of 10 percent or more of the total sector for final street alignments, landscaping requirements, geotechnical or engineering refinements, site plans and/or tentative and/or final subdivision maps shall require approval from the Planning Commission.
 - p. Adjustments in sector boundaries resulting in an acreage change of less than 10 percent of the total sector for final street alignments, landscaping requirements, geotechnical or engineering refinements, site plans and/or tentative and/or final subdivision maps shall require the approval of the Director of Community Development.
 - q. Commercial sectors (Sectors 4, 6, and 10) may exceed the maximum gross floor area established for the sector by 10 percent provided that the total commercial square footage for Planning Area 4 does not exceed ~~1,075,000~~876,406-square feet.

2. *Residential.*

- a. No individual residential project (except affordable housing projects or projects in the 4.9 Lower Peters Canyon Regional Commercial district) shall exceed 25 dwelling units per gross acre.
- ~~b. Residential development phasing shall be consistent with the cumulative dwelling unit and retail development phases established in Exhibit 10.~~
- c. Except for residential projects in the 4.9 Lower Peters Canyon Regional Commercial district, The affordable housing goals for Lower Peters Canyon shall be consistent with the Irvine Housing Element in effect on November 26, 1996. The City shall cooperate with the property owner to identify possible public funding programs for affordable housing within Lower Peters Canyon, and the property owner is encouraged to seek such funding as well.
 - (1) In accordance with the Irvine Housing Element, neither the property owner nor any residential builder shall be required to provide any privately subsidized affordable housing, or apply for public financing for affordable housing, or reserve land specifically for affordable housing.
 - (2) The affordable housing goals are not requirements or standards. The provision of ownership housing for moderate-income households (up to 120 percent of the median income) is encouraged.
 - (3) Residential projects in the 4.9 Lower Peters Canyon Regional Commercial district shall be consistent with the Irvine Housing Element in effect at the time of project approval.
- d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
- e. Private streets and driveways.
 - (1) Streets or driveways serving four or less dwelling units and having no parking within the travelway shall have a minimum paved width of 12 feet for one-way traffic or 20 feet for two-way traffic.
 - (2) Streets or driveways used primarily for access to garages or carports for more than four dwelling units and with no parking within the travelway shall have a minimum paved width of 12 feet for one-way traffic or 24 feet for two-way traffic.
 - (3) Streets and driveways where on-street parking will be limited to one side only shall have a minimum paved width of 32 feet.
 - (4) Streets and driveways with on-street parking permitted on both sides shall have a minimum paved width of 36 feet.

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- f. Private motor courts.
 - (1) Motor courts serving two to 12 cluster homes shall have a minimum paved width of 24 feet, excluding garage aprons and designated parking spaces.
 - (2) Sidewalks are not required for private motor courts serving cluster homes.
 - (3) Motor courts may include planting areas without raised curbs.
 - g. Building massing.
 - (1) As a goal, the property owner shall consider site planning techniques and architectural treatments to reduce the impact of building mass when processing Master Plans or conditional use permits for residential development adjacent to Bryan Avenue, Irvine Boulevard and Portola Parkway, ~~as provided by the Lower Peters Canyon Development Agreement~~. Use of varied building heights, building articulation, landscaping, walls and fences, screening and other similar techniques may be employed to achieve the desired goal.
 - h. Multifamily residential.
 - (1) All storage, including cartons, containers or trash, will be shielded from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area will be located within setback areas or within 50 feet of any residential building.
 - (2) All lights will be designed and located to minimize off-site impacts.
 - i. Standards for all residential housing types within Planning Area 4, [except in the 4.9 Regional Commercial zoning district which will be addressed through a master plan](#), are outlined in Sections 3-37-14 and 3-37-15. [Standards for 4.9 Regional Commercial are found in Section 3-37-28.](#)
 - j. A screen referred to in this section shall be the same as a "wall or fence" and conform to the following:
 - (1) See Chapter, 3-35 Wall and Fence Standards.
 - (2) See Chapter 3-15, Landscaping Standards.
3. *Regional Commercial (Sectors 4 and 10) (Commercial Uses only).*
- a. All exterior and interior lighting shall be designed and located to confine direct rays to the site. Except for necessary security lighting, all lights shall remain off during nonbusiness hours.
 - b. All loading and unloading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All [commercial](#) storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of any residential sector.
 - d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
 - e. Mechanical equipment, such as, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, placed on any roof shall be screened from view, where feasible, from abutting sections of streets or highways and/or painted to match building coloration.
4. Community Commercial.

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- a. All exterior and interior lighting shall be designed and located to confine direct rays to the site. Except for necessary security lighting, all lights shall remain off during nonbusiness hours.
 - b. All loading and unloading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of a residential sector (or, if a community facility is located within a residential sector, within 50 feet of any residential building).
 - d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
 - (1) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view, where feasible, from abutting sections of streets or highways and/or painted to match building coloration.

5. *Institutional.*

- a. As provided in the Lower Peters Canyon development agreement, Planning Area 4 has a goal of providing 4,380 square feet of public facility institutional uses and 490,000 square feet of educational facility institutional uses. Such uses shall be permitted in every sector of Planning Area 4. Institutional uses consistent with this goal include:
 - (1) Public and private schools.
 - (2) Churches.
 - (3) Utilities.
 - (4) Public facilities.
 - (5) Libraries.
 - (6) Post offices.
 - (7) Police stations.
 - (8) Fire facilities.
 - (9) Day care centers.
 - (10) Hospitals.
 - (11) Government offices.
 - (12) Educational facilities.
 - (13) Nonprofit housing.
 - (14) Institutional residential.
- b. The maximum building site area for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.
- c. The maximum building height for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.
- d. Building setbacks for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.

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- e. All storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of a residential sector (or, if a community facility is located within a residential sector, within 50 feet of any residential building).
 - f. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
 - (1) A screen shall be installed along all site boundaries where the facility abuts residential areas. Except as otherwise provided, the screening shall be not less than five feet or more than seven feet in height.
 - (2) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view from abutting streets, highways, residential areas or open space uses.
6. *Multi-Use (Sector 9).*
- a. All lighting shall be designed and located to minimize power consumption and to confine direct rays to the premises.
 - b. All loading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All storage, including cartons, containers or trash, shall be shielded from view within a building area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of any residential building.
 - d. Screening, as described in Section 9-4-7.A.2.j (required screening is not counted as part of net usable acres):
 - (1) *Abutting residential areas.* A screen shall be installed along all site boundaries where premises abut areas zoned for residential uses. Except where otherwise provided, the screening shall have a total height of no less than six feet and no more than seven feet. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (2) *Streets and intersections.* Screening along all streets and boundaries shall have a height of not less than 36 inches and not more than 42 inches within 20 feet of the point of intersection of:
 - (a) A vehicular accessway or driveway and a street.
 - (b) A vehicular accessway or driveway and a sidewalk.
 - (c) Two or more vehicular accessways, driveways or streets.
 - (3) *Parking areas abutting arterial highways.* A landscaped screen shall be installed along all parking areas abutting an arterial highway. Except as otherwise provided, the screening shall have height of not less than 36 inches and not more than 42 inches. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (4) Notwithstanding the requirements listed above, where the finished elevation of the property at the boundary line, or within five feet inside the boundary, is lower than an abutting property elevation, such change in elevation may be used in lieu of, or in combination with, additional screening to satisfy the screening requirements of this section.

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- (5) All outdoor storage of materials and products shall be screened from view from adjacent residential areas and from adjacent streets and highways.
 - (6) Mechanical equipment placed on any roof, such as, but not limited to, air conditioning, heating, and ventilating ducts and exhaust, shall be screened from view from any abutting street or highway and any abutting areas zoned for residential or open space uses within Planning Area 4.
- e. Except as otherwise established by an approved Master Plan, any permitted business operation shall be performed or carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited to, the following: radio frequency interference, sound, vibration, electromechanical disturbance, electromagnetic disturbance, radiation, air pollution, dust, emission of toxic or nontoxic odors, or toxic or nontoxic matter.
7. *Business Park (Sector 8).*
- a. All lighting shall be designed and located to minimize power consumption and to confine direct rays to the premises.
 - b. All loading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All storage, including cartons, containers or trash, shall be shielded from view within a building area enclosed by a wall not less than six feet in height. No such area shall be located within setback areas or within 50 feet of any residential building unless overhead screening is provided.
 - d. Screening, as described in Section 9-4-7.A.2.j (required screening is not counted as part of net usable acres):
 - (1) *Abutting residential areas.* A screen shall be installed along all site boundaries where premises abut areas zoned for residential uses. Except where otherwise provided, the screening shall have a total height of no less than six feet and no more than seven feet. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (2) *Streets and intersections.* Screening along all streets and boundaries shall have a height of not less than 36 inches and not more than 42 inches within 20 feet of the point of intersection of:
 - (a) A vehicular accessway or driveway and a street.
 - (b) A vehicular accessway or driveway and a sidewalk.
 - (c) Two or more vehicular accessways, driveways or streets.
 - (3) *Parking areas abutting arterial highways.* A landscaped screen shall be installed along all parking areas abutting an arterial highway. Except as otherwise provided, the screening shall have height of not less than 36 inches and not more than 42 inches. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (4) Notwithstanding the requirements listed above, where the finished elevation of the property at the boundary line, or within five feet inside the boundary, is lower than an abutting property elevation, such change in elevation may be used in lieu of, or in combination with, additional screening to satisfy the screening requirements of this section.

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- (5) *Outdoor storage.* All outdoor storage of materials and products shall be screened from view from adjacent residential areas in Lower Peters Canyon and from adjacent streets and highways.
 - (6) *Mechanical equipment.* Mechanical equipment placed on any roof, such as, but not limited to, air conditioning, heating, and ventilating ducts and exhaust, shall be screened from view from any abutting street or highway and any abutting areas zoned for residential or open space uses within Planning Area 4.
- e. Except as otherwise established by an approved site plan, any permitted business operation shall be performed or carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited to, the following: radio frequency interference, sound, vibration, electromechanical disturbance, electromagnetic disturbance, radiation, air pollution, dust, emission of toxic or nontoxic odors, or toxic or nontoxic matter.
8. *Service stations.*
- a. Service stations, including those with the following associated uses, shall be permitted in Sectors 4, 6, 8, 9 and 10 subject to the approval of a conditional use permit by the Planning Commission:
 - (1) Sale/installation of petroleum products, tires, batteries and related minor automotive accessories.
 - (2) Minor automobile maintenance, e.g., tuneups, drive belt replacement, muffler/brake repair, electrical repair, washing, and lubricating services. (Heavy automobile repair involving major engine, transmission, drive train or similar work is prohibited.)
 - (3) Convenience store ("mini-market") offering incidental food, packaged goods, and convenience items to the motoring public.
 - (4) Any other use determined by the Director of Community Development to be consistent with the purpose and intent of this chapter.
 - b. Development standards:
 - (1) The maximum building height shall be 25 feet.
 - (2) Building line regulations (measured from main building):
 - (a) From ultimate right-of-way lines: 20 feet minimum.
 - (b) From interior property lines: 25 feet from any property line abutting an area designated for residential uses. Ten feet from property lines abutting commercially designated areas.
 - (3) All exterior and interior lighting shall be designed and located to confine direct rays to the site.
 - (4) All storage, including cartons, containers or trash, shall be shielded from view within a building or area enclosed by a wall not less than six feet in height. No such area shall be located within setback areas or within 50 feet of any residential building unless overhead screening is provided.
 - (5) All activities other than the sale of motor fuels and lubricants and washing of cars shall be contained in a completely enclosed structure.
 - (6) Screening (as described in Section 9-4-7.A.2.j):

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- (a) Screening along all streets shall be a minimum of 30 inches and a maximum of 42 inches in height.
 - (b) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view from abutting streets, highways or residential areas.
 - (c) Service station uses shall be designed so that operations are shielded from public view. Pump stations and service bays shall be oriented away from public view and landscape berms shall be used as a screen (e.g., reverse bay, backs-up station).
 - c. No portion of a service station site shall be utilized for automobile storage other than for temporary parking of an automobile being serviced or for temporary use by employees during working hours.
 - d. Service stations which are closed for more than 12 consecutive months will be required to submit an application for a new conditional use permit prior to issuance of a new certificate of use and occupancy.
 - 9. *Temporary uses and structures.* The following temporary uses and structures are permitted in all land use categories throughout Planning Area 4:
 - a. *Residential tract sales and rentals.*
 - (1) Model homes, subject to the approval of the Director of Community Development.
 - (2) Garages, attached and detached.
 - (3) Temporary sales office building, or commercial coach.
 - (a) When the proposed temporary real estate office is located so that the described parcel is less than 300 feet from any building site used for residential purposes, the proposed real estate office may be permitted subject to the approval of the Director of Community Development for a maximum time period of two years from the date of approval.
 - (b) A building permit application for a temporary real estate office may be approved for a maximum time period of 18 months from the date of approval. The permit may be extended for one additional year if it is located more than 300 feet from any building site used for residential purposes.
 - (4) Accessory buildings and structures.
 - (5) Recreational facilities that will be a permanent portion of the subdivision.
 - (6) Permanent streets and driveways that will be part of the subdivision after the abandonment of the real estate office use.
 - (7) Temporary children's playgrounds.
 - (8) Temporary and permanent fencing, walks and structural amenities.
 - (9) Temporary vehicle parking and maneuvering areas to provide off-street parking as necessary for employees and guests.
 - (10) Temporary vehicular accessways.
 - (11) Signs in connection with the uses permitted above shall be permitted within a tract on the following conditions:

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- (a) The sign copy shall be limited to matters relating to the tract within which the signs are located.
 - (b) Signs shall have a time limit of existence concurrent with the use of the permitted temporary offices.
 - (c) The maximum sign area for ground signs located at a street entrance shall be 64 square feet.
 - (d) Additional signage, exclusive of signs allowed in (11)(c) above shall be in accord with Division 7; however, they shall not exceed a total sign area of 100 square feet.
- b. *Construction office.*
- (1) A temporary construction office during the construction of a main building on the same site shall be permitted upon the following conditions:
 - (a) The construction office shall be removed or converted to a permitted use prior to the issuance of a certificate of use and occupancy for the main building or buildings.
 - (b) If construction is phased over a length of time, the permit may provide that certificates of use and occupancy may be issued for completed buildings, except the last buildings to be completed, prior to removal or conversion of the temporary use.
- c. *Commercial and noncommercial coaches.*
- (1) A temporary commercial coach may be approved for a maximum of two years from the date of approval.
 - (2) A cash bond in an amount to be determined by the Director of Community Development for each commercial coach unit shall be posted with the Director of Community Development, to guarantee the removal of each coach unit upon the expiration of the permit.
- d. *Mobile home residence.*
- (1) A temporary mobile home is permitted during the construction of a permanent dwelling in all Residential Districts within Planning Area 4 (Lower Peters Canyon).
 - (a) The temporary mobile home shall be located on the same building site and concurrent with the construction of a permanent dwelling.
 - (b) The mobile home shall be permitted for a period of time not to exceed one year, or until the issuance of a certificate of use and occupancy for the main building, whichever occurs first. Time extensions shall be subject to the approval of a conditional use permit by the Planning Commission.
 - (2) A temporary mobile home, ancillary to an existing dwelling on the same building site, is permitted subject to a conditional use permit by the Planning Commission, in all Residential Districts and similar areas.
 - (a) The application shall include evidence as necessary to explain the need and the temporary nature of the proposed use.

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- (b) The application shall include a written guarantee that the mobile home will be removed and the property will be restored to its original state or to a permitted use within 60 days after the expiration date of the use permit.
 - (c) The mobile home shall be permitted for a period of time not to exceed two years after the issuance of a certificate of use and occupancy for such use unless a shorter period of time is specified by the conditional use permit.
 - e. *Seasonal uses.*
 - (1) Seasonal land uses including Christmas tree sales facilities, Halloween pumpkin sales facilities, and off-site sales of single-season agricultural products shall be permitted subject to a seasonal use permit, as outlined in Chapter 2-27.
 - f. *Special outdoor gatherings.*
 - (1) Special outdoor gatherings shall be permitted subject to a special event permit.
 - 10. *Accessory uses and structures.*
 - a. See Section 1-2-1 for general definitions for accessory uses and accessory structure and Section 3-5-1 for accessory structures development standards.
 - b. Garages and carports.
 - (1) The placement or construction of garages and carports on any building site used for residential purposes shall comply with the setback requirements for a main building except as otherwise specified as follows:
 - (a) When the building is closer than 20 feet from the ultimate right-of-way line of a street or common driveway providing primary access and circulation to other dwelling units, attached and detached garages shall be located so that the garage entry is a minimum of 20 feet, at the closest point, from the sidewalk (or curblines, if no sidewalk exists).
 - (b) When alleys, private streets or common driveways are provided specifically as vehicular access to garages and carports when separate access and circulation systems are provided for pedestrians, guests and emergency vehicles, attached and detached garages and carports may be placed anywhere within the rear setback area to within a minimum of five feet from such alley, private street or common driveway.
 - (c) Except as otherwise specified in Subsections (1)(a) and (1)(b) above, detached garages and carports may be placed or constructed any place within the required rear or interior side setback area except within those areas where fences and walls are limited to a maximum height of 3.5 feet.
 - c. Patio covers and roofs. See Section 3-27-7, Lattice/Trellis Patio Cover, Cabana, Pool House, and Gazebo Setback Requirements, for development standards.
 - d. Satellite dish antennas. See Section 3-8-3, Satellite Dish Antenna Standards.
 - e. Swimming pools. See Section 3-27-8, Pools and Spas and Mechanical Equipment Setback Requirements, for development standards.
 - f. Fences and walls. See Chapter 3-35, Wall and Fence Standards.
 - g. Miscellaneous accessory uses.

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- (1) Permitted accessory uses not involving a building or structure may be placed or located on any portion of a building site. However, if any such permitted accessory use is placed or located within the ultimate street right-of-way, it shall be removed by the owner, and at no expense to the public agency involved, prior to the widening of the street.
- h. Elevated driveway on steep topography.
 - (1) Where the ground slopes down from the street providing vehicular access to a building site, an elevated driveway connecting the dwelling and garage with the street may be installed within the setback area subject to the following provisions:
 - (a) The ground surface elevation of the building site along a line 20 feet from and parallel to the street right-of-way line shall be a minimum of at least five feet lower than the street elevation.
 - (b) The maximum width of the driveway shall be 20 feet.
 - (c) A handrail not exceeding 3.5 feet in height may be installed along the edges of the driveway.
 - (d) A stairway may be constructed from the driveway to the ground surface.
- B. *Public and private facilities.*
- 1. *Open space dedication.*
 - a. The County's regional riding and hiking trails and regional bikeways will be incorporated into an open space spine system as conceptually shown on Exhibit 2 (open space spine/regional trail system). Details of the open space spine system shall be further defined in each sector tract map, consistent with Exhibits 2, 3a and 3b (open space spine/regional trail sections).
 - b. An enhanced setback on the east side of Peters Canyon Wash, extending 200 feet north of the Santa Ana Freeway (I-5), shall be landscaped to complement Peters Canyon Wash landscaping immediately south of I-5. The enhanced setback shall be consistent with criteria outlined in the Peters Canyon Wash Master Plan (21045-MP).
 - c. Certain areas within the entire Lower Peters Canyon area, although privately owned and fenced, may be designated as open space. Through the use of deed restrictions, dedications or similar techniques, these areas may limit development to preserve the open space character.
 - d. Prior to approval of the first subdivision map or Master Plan in a sector, the developer shall address jurisdictional regulations for off-site open space dedication areas, as shown in Exhibit 4, and on-site regional riding and hiking trails, to the satisfaction of the Director of Community Development.
 - (1) *Sectors 3, 4, 7 and 8.* An offer of dedication has been recorded which provides for the County of Orange to accept Management Unit III of Limestone Canyon Regional Park no sooner than 90 days following issuance of building permits for 3,559 dwelling units and 54,510 commercial square feet in Lower Peters Canyon Sectors 3, 4, 7 and 8 (Limestone Canyon irrevocable offer of dedication).
 - (2) *Sectors 2, 5 and 6.* The landowner shall record an offer of dedication in favor of the County of Orange for Irvine Open Space District C, as shown in Exhibit 4, prior to a concurrent recordation of the first final tract map within Lower Peters Canyon Sector 2, 5 or 6. The offer will provide that it may be accepted no sooner than 90 days following issuance of building permits for 75 percent of the total development in Sectors 2, 5 and 6 or completion of development therein, whichever occurs first.

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- (3) *Sector 1.* The landowner shall record an offer of dedication in favor of the County of Orange for 26 acres of Irvine Open Space District A, as shown in Exhibit 4, prior to or concurrent with the recordation of the first tract map within Lower Peters Canyon and Sector 1. The offer shall provide that it may be accepted no sooner than 90 days following issuance of building permits for 75 percent of the development in Lower Peters Canyon Sector 1 or completion of development therein, whichever occurs first.
- (4) *Offers of dedication.* Each offer in Subsections (2) and (3) above shall be subject to nonmonetary encumbrances, easements, liens, restrictions and title exceptions of record or apparent which do not prevent use of the conveyance areas consistent with the uses set forth below:
- (a) The offer shall provide for conveyance of title by grant deed subject to land use restrictions and/or open space easements. This will ensure that the conveyed land, including corresponding means of enforcement, will be used in perpetuity consistent with the intent of the dedication and the purposes to be served by conservation areas. Land reserved for road, transportation, transit, drainage, flood control, water, sewer and utility purposes by public agencies may be excluded from the offer at the landowner's discretion.
 - (b) Mineral and water rights (excluding the right of surface entry) on conveyed lands shall be reserved by the landowner. The landowner will make full written disclosure of toxic and hazardous substances which, to his or her knowledge, were stored on or deposited in the land to be dedicated. Road, transportation, transit, flood control, drainage, water, sewer and utility easements necessary to accomplish development in adjoining areas and/or to accomplish planned facilities by public agencies and utilities on conveyed lands are required if necessary to preserve or facilitate agricultural uses on adjoining Open Space Districts not yet conveyed.
 - (c) The enhancement of habitat areas by the landowner, particularly riparian habitat, shall be allowed in conveyed Open Space Districts, consistent with applicable standards and procedures for purposes of environmental impact mitigation.
 - (d) The City or other appropriate public agency will accept the offer within two years after all other conditions of acceptance have been satisfied. However, acceptance may be delayed beyond two years by mutual agreement of the City and landowner.
 - (e) Prior to being transferred to public ownership, agricultural uses defined below shall be allowed in the Open Space District. Landform, vegetation and drainage modifications pursuant to all allowable uses shall be permitted, except in riparian vegetation areas. Riparian vegetation will not be significantly modified, except as necessary to provide fire protection, access roads, flood control, drainage, water, sewer and utility facilities, or where habitat is to be enhanced as part of a mitigation program approved by the California Department of Fish and Game. The landowner may convey land or easements within the Open Space District to public agencies and utilities for road, transportation, transit, drainage, flood control, water, sewer and utility purposes.
 - 1. Permitted agricultural uses shall include the following:
 - a. Agriculture.

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- b. Community care facilities serving six or fewer persons and large day care homes.
 - c. Parks, playgrounds, and athletic fields (noncommercial).
 - d. Single-family dwelling or mobile home (one per building site).
 - e. Animal hospitals and clinics.
 - f. Apiaries.
 - g. Communication transmitting, reception or relay facilities.
 - h. Employee quarters related to agricultural uses.
 - i. Grading and excavation over 5,000 cubic yards.
 - j. Landfill gas recovery operations.
 - k. Libraries and museums.
 - l. Public/private utility buildings and structures.
 - m. Wholesale nurseries.
2. Conditional agricultural uses subject to a conditional use permit shall include the following:
- a. Airports and heliports.
 - b. Cemeteries, mortuaries, mausoleums and crematories.
 - c. Churches, temples and other places of worship.
 - d. Commercial dairies.
 - e. Commercial outdoor recreation.
 - f. Commercial processing of agricultural minerals.
 - g. Commercial stables.
 - h. Community care facilities serving seven to 12 persons.
 - i. Country clubs, golf courses, riding clubs, swimming clubs, tennis clubs and yacht clubs.
 - j. Educational institution.
 - k. Kennels.
 - l. Livestock feeding ranches in compliance with applicable health and safety regulations.
 - m. Mini-storage facilities.
 - n. Packing plants for agricultural products.
 - o. Research and development testing facilities and activities.
 - p. Sanitary landfills.
 - q. Permanent facilities for sale of agricultural products grown on the site.
 - r. Storage of recreation vehicles, campers, trailers and boats.

2. *Eucalyptus windbreaks.*
 - a. Prior to the recordation of any subdivision map (except for financing and conveyance purposes) and the release of the financial security guaranteeing the landscape improvements, the applicant shall demonstrate compliance with the 1996 eucalyptus windrow maintenance and preservation plan in a manner meeting the approval of the Director of Community Development in consultation with the Director of Public Works and the Chief Building Official.
3. *Special Historic District compatibility.*
 - a. For a distance of approximately 900 feet from Irvine Boulevard along the boundary of the Mixed-Use Area (Sector 9), a landscaped area containing eucalyptus trees shall be provided in order to screen the view of future development from the special use park and the surrounding land uses.
 - b. Along the northern boundary of the special use park (Sector 9), a 20-foot landscaped area containing eucalyptus trees shall be provided in order to screen the view of future development from the special use park. Residential structures directly abutting the landscaped area will be restricted to a maximum building height of 25 feet.
 - c. Prior to the issuance of a demolition permit and/or relocation permit for any structure in the Irvine Agricultural Headquarters Complex (Sector 2) known or anticipated to contain asbestos-containing building materials (ACBMs), the applicant shall:
 - (1) Develop an asbestos management plan for the structure.
 - (2) Complete the demolition and/or relocation in conformity with the United States Environmental Protection Agency national emission standards on asbestos and the corresponding standards of the South Coast Air Quality Management District. Evidence of compliance of the survey and abatement activities shall be provided by the project contractor in writing to the Orange County Fire/Hazardous Materials Unit prior to any disruption of the structure.
 - d. Prior to the issuance of a demolition permit for any structure in the boundaries of the National Register eligible Irvine Agricultural Headquarters Complex, the developer shall prepare a written and photographic documentary record of the structure, its historic uses and other features related to the structure. This report shall be prepared to the satisfaction of the Director of Community Development.
 - (1) Copies of the final report shall be provided to and on file with the County of Orange Harbors, Beaches and Parks, the City of Tustin, and the Irvine Branch Public Libraries.
4. *Parks.*

[Residential development shall comply with Park Requirements in Section 5-5-1004 and other applicable regulations.](#)

~~a. — Basic park standard.~~

~~(1) — Public and private parks shall be provided, or in-lieu fees paid for park improvements, based upon the standard of 5.0 acres of unimproved parkland per 1,000 population, for the actual number of units constructed, calculated on the following generation factors:~~

Dwelling Units per Net Acre	Persons per Dwelling Unit	Acres per Dwelling Unit
Up to 6.5	3.15	0.0158
6.6 to 12.5	2.15	0.0108

12.6 and up	1.95	0.0098
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~~(2) City of Irvine park credit for Lower Peters Canyon shall be granted in accordance with the conceptual park plan outlined in Exhibit 5.~~

~~b. Community park program.~~

~~(1) Special use park.~~

~~(a) The property owner and the County have agreed to monetary contributions and the phasing of the land dedication of the 16.5-acre Irvine Family homesite, gardens and ranch headquarters (special use park). The offer(s) of dedication has provided for conveyance of title by grant deed subject to the following:~~

- ~~1. Unrestricted use of any existing structure is allowed, except for stables, which will be prohibited. New structures (except for public park facilities, nonprofit museums, exhibits and other similar nonprofit educational or cultural facilities, parking facilities, and outdoor recreation facilities) will be limited to a total gross floor area of 50,000 square feet. The County will be responsible for mitigating all traffic impacts of the dedication area above those assumed in FEIR No. 557.~~
- ~~2. The County may not sell the 16.5-acre special use park property except to another public agency or nonprofit organization.~~
- ~~3. In the special use park offer(s) of dedication, the developer maintains certain water rights and infrastructure easements which shall be determined at a later date.~~

~~(b) The property owner is credited with 16.5 acres of park credit for land dedicated to the County of Orange and 1.5 acres of park credit for an \$800,000 improvement contribution to the special use park, as shown on Exhibit 5.~~

~~(c) Prior to approval of any subdivision in Sector 9, with the exception of the special use park, the map and supplemental information (see Section 9-4-5.A.2) shall be subject to Orange County Historical Commission review and comment prior to Irvine Planning Commission and City Council approval. In addition, the map and supplemental information shall be compatible with the special use park development plan, to the satisfaction of the Director of Community Development.~~

~~(2) Bryan Park.~~

~~(a) The 10-acre Bryan Park located south of Bryan Avenue adjacent to Culver Drive is intended to be available for joint use by the Tustin Unified School District in conjunction with a possible future high school. Consistent with this intended joint use, the parties shall seek to secure optimum use of the Bryan Park by the community consistent with the joint use requirements of the future high school.~~

~~(3) Sector 5 community park.~~

~~(a) A 10-acre community park shall be located in Sector 5 in satisfaction of the community park requirements associated with development in Northwood Point (Planning Area 5). The precise location of the park shall be established prior to issuance of the 600th residential building permit in Northwood Point.~~

~~(b) The park shall be improved with lighted athletic fields and other park amenities to the identical standards of improvements to the Meadowood Park located in Northwood.~~

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- ~~(c) The property owner shall submit plans for the improvements to the park at least 60 days prior to the issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.~~
 - ~~(d) The property owner shall commence construction of the park improvements no later than the issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.~~
 - ~~(e) The City shall credit any increased acreage for the park against the park dedication requirements for Lower Peters Canyon.~~
 - ~~(f) Prior to the approval of the Sector 5 tract map, the property owner and the City shall examine the feasibility of linking the park with the Hicks Canyon Wash and nearby neighborhood parks using at-grade pedestrian connections.~~
 - ~~(g) Prior to the approval of the first subdivision map or Master Plan for Sector 5, the property owner and the City shall evaluate the possibility of expanding the park from 10 acres to 15 or more acres with the property owner being compensated for the park expansion.~~
 - ~~(h) The property owner shall receive in-lieu park dedication credits for improvements made to parks in Lower Peters Canyon according to the schedule of improvement values contained in Exhibits 6a through 6d.~~
- ~~c. Neighborhood parks.~~
- ~~(1) The neighborhood park program for Lower Peters Canyon shall consist of a combination of private and public parks, including linear parks and recreational water elements as determined by the neighborhood park program.~~
 - ~~(2) A park within Planning Area 4 shall be designated a linear park if all of the following criteria are met:
 - ~~(a) Must meet the following definition: "A park is defined as any public or private land set aside for aesthetic, educational, recreational, or cultural use. It is related to open space, which is all land and water in an urban area not covered by buildings."~~
 - ~~(b) Must be both a minimum of one acre in size and a minimum of 100 feet wide at its narrowest point.~~
 - ~~(c) Must be improved with recreational amenities or other improvements satisfying one or more of the following specific functions:
 - ~~1. Athletic fields/courts (e.g., soccer, baseball, tennis, etc.).~~
 - ~~2. Active play areas (e.g., tot lots, par course, horseshoes, etc.).~~
 - ~~3. Community/recreation buildings and clubhouses (e.g., gyms/exercise rooms, multi-purpose rooms, bandstands, restrooms, etc.).~~
 - ~~4. Cultural, historic and/or educational centers (but not public or private school land).~~
 - ~~5. Day care centers where designed as an integral part of a continuous linear park system and where they do not impede the utility of the park.~~
 - ~~6. Picnic areas.~~
 - ~~7. Passive open space, including historic eucalyptus windrows/agricultural orchards and flood control facility right-of-way where accessible to the public.~~~~~~

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- ~~8. Trails for walking, biking, hiking and equestrian riding, including trail viewing areas/rest stops.~~
 - ~~9. Lakes and ponds, including related edge treatments, lake management/maintenance facilities and access trails, when a minimum 50 percent of the lake edge is accessible to the public.~~
 - ~~10. Parking.~~
 - ~~(3) The City's standard for the distribution of neighborhood parks between public and private ownership is a goal but not a requirement. The property owner shall receive in-lieu park dedication credits for improvements made to neighborhood parks in Lower Peters Canyon according to the schedule of improvement values contained in Exhibits 6a through 6d.~~
 - ~~(4) Credits received for community park improvements shall be applied on an in-lieu basis against the requirement for providing neighborhood park acreage.~~
 - ~~(5) The property owner shall receive a credit against the requirement for providing neighborhood park acreage on an in-lieu basis for the actual costs of improvements provided to neighborhood parks, including the actual costs of architectural, engineering and other services and indirect costs related to improvements of neighborhood parks.~~
 - ~~d. Park phasing plan.~~
 - ~~(1) Prior to the recordation of the first residential final tract map creating individual residential lots, the City and the property owner shall use their respective best efforts to agree upon a park phasing plan.~~
 - ~~(2) The park phasing plan shall include milestones for the design and construction of public parks and private parks in relation to the issuance of occupancy permits for individual residences in Lower Peters Canyon.~~
 - ~~(a) Any residential lots including an on-site, one-third acre private recreation facility/area improved prior to the construction of the next-phased public park shall not be counted in determining the number of individual residences in the project with issued occupancy permits, and shall not be subject to the park phasing plan.~~
 - ~~5. Schools.~~
 - ~~a. The exact location and type of school facilities required will be established at each stage of development through criteria outlined in Section 9-4-5.A.2.~~
 - ~~b. The locations and types of school facilities indicated on the planning area map are approximate. Negotiations between the landowner and the Tustin Unified School District to determine the exact location and type of school facilities required shall be established at each stage of development through the plan submitted with the first subdivision map or Master Plan in a sector.~~

C. *Circulation.*

1. *Streets.*

a. *Culver Drive.*

(1) *Access.*

- (a) Direct vehicular access to the Lower Peters Canyon site from Culver Drive between Bryan Avenue and the Santa Ana Freeway (I-5) will be limited to one signalized intersection at Farwell Avenue.

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- (b) Culver Drive shall be improved subject to specifications ~~outlined in Exhibit 7b.~~
- (2) *Culver Drive wall.*
- (a) If requested by Crestwood Estates Homeowners' Association and approved by the City of Irvine, the landowner shall construct a wall, comparable to the adjoining Culver Drive wall, along the Culver Drive side of the association's existing park prior to the issuance of the first building permit in the Community Commercial Zoning District (Sector 6) within Lower Peters Canyon.
- (3) *Culver Drive edge setback.*
- (a) The setback along the village edge located along the westerly side of Culver Drive between Portola Parkway and I-5 shall be a minimum of 35 feet from the back of the curb.
1. Commercial uses along the Culver Drive edge shall have a minimum setback of 30 feet from the back of the curb.
 2. The average village edge width as measured from the back of the curb on Culver Drive shall be 50 feet.
 3. Significant open space areas (e.g., public parks, open space spine/regional trail elements, and flood control facility rights-of-way) adjacent to Culver Drive and village entry treatments shall be incorporated into the village edge up to a maximum of 150 feet from the back of the curb.
- (4) *Village edge between Bryan and Escudero.*
- (a) The existing village edge shall be increased by eight feet and improved (at a maximum cost of \$350,000 to The Irvine Company) with landscaping, additional tree planting and a sidewalk ~~as outlined in Exhibit 7a,~~ and shall be counted toward the average village edge width of 50 feet.
1. No work shall be required that involves relocation of any utilities, as determined by the owner of those utilities.
- (b) The property owner shall submit plans for infrastructure improvements at least 60 days prior to issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.
- (c) The property owner shall commence construction of improvements no later than the issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.
- (5) *Village edge buildings.*
- (a) Residential buildings adjacent to Culver Drive shall be limited to two stories. Architectural features may exceed the height of the roofline.
- (b) Wherever possible, the property owner shall seek to reduce building mass through a variety of methods, including the use of landscaping, building articulation, walls and fences, screening and other similar design techniques.
- ~~(6) *Widening between I-5 and Irvine Boulevard.*~~

~~(a) Prior to the issuance of the building permit for the 1,547th dwelling unit as calculated by combining the total of building permits issued in Northwood 5 and Lower Peters Canyon, widening of Culver Drive to five lanes between I-5 and Irvine Boulevard shall commence.~~

b. *County design standards.*

- (1) Arterial highway, collector, and local street construction within and adjacent to Lower Peters Canyon will be in accordance with County design standards; however, deviations consistent with the Lower Peters Canyon design character and intent may be proposed during the subdivision review process.

c. *Arterial setbacks.*

- (1) Setbacks from all arterials within Planning Area 4 shall be 25 feet, measured from back of curb, as depicted in Exhibits 3a and 3b.
- (2) Setbacks along arterials containing open space spines within Planning Area 4 shall be 45 feet, measured from back of curb, as depicted in Exhibits 3a and 3b.
- (3) Setbacks along the Eastern Transportation Corridor are depicted in Exhibits 2 and 3a.

2. *Public transit and transportation demand management (TDM).*

- a. Prior to the issuance of building permits, the applicant, or any future landowners, shall provide evidence of payment to the City of Tustin for transit fees as prescribed in an areawide transit fee program, if established, in accordance with Lower Peters Canyon Specific Plan General Regulation 18. The issuance of building permits shall not be delayed by the absence of an established transit fee program. In the event that a commuter rail transit fee study has not been completed by November 27, 2000, the landowner's and future landowners' obligation to participate in the areawide transit fee program shall expire.

~~3. *Irvine Boulevard study area.*~~

- ~~a. Prior to issuance of building permits resulting in project trip generation of 25,001 ADT (as shown in Phase II of FEIR 557, mitigation T-2) the project applicant shall submit evidence that a draft agreement has been submitted to the County to establish a fair share funding mechanism for a special study for Irvine Boulevard from SR 55 to Tustin Ranch Road. The purpose of the study shall be to identify feasible circulation improvements to ensure adequate traffic capacity commensurate with project impacts along said link of Irvine Boulevard. In addition, the special study shall determine the applicant's fair share contribution to circulation improvements identified in said study.~~

~~4. *Portola bridge.*~~

- ~~a. Prior to issuance of any building permits for Phase 4 (as shown in FEIR 557 mitigation measure T-2), a construction contract for a six-lane Portola Parkway between Jamboree Road and Culver Drive shall be awarded. The subject Portola Parkway improvement shall include the Eastern Transportation Corridor West Leg/Portola Parkway bridge, if not previously constructed by the Transportation Corridor Agencies (TCA), and shall be subject to a funding agreement between The Irvine Company and the TCA. Should (a) an initial phase of Portola Parkway be constructed by The Irvine Company prior to Phase 4 and such phase does not include a Portola Parkway bridge over the ETC West Leg, and (b) if the TCA subsequently proceeds with construction of the Portola/ETC West Leg bridge, The Irvine Company shall be responsible for construction of a detour around the ultimate bridge location, subject to the approval of the Director of Community Development in consultation with the TCA.~~

~~5. Eastern Transportation Corridor.~~

~~a. No building permits shall be issued for Phases 3, 4 and 5 (as shown in FEIR 557 mitigation measure T-2) until after the opening to traffic of the Eastern Transportation Corridor (ETC), except that building permits in Phase 3 may be issued within six months of the scheduled opening of the ETC if alternative improvements are provided subject to the approval of the Director of Community Development.~~

~~(1) Prior to the opening of the Eastern Transportation Corridor (ETC) to through traffic in the Lower Peters Canyon area, the applicant shall widen Portola Parkway to four lanes between Jamboree and the ETC.~~

~~b. As a condition of approval for any tentative subdivision map (except for financing and conveyance maps) and in accordance with the TCA's major thoroughfare and bridge fee program, dedication of the half-width right-of-way and half-width grading for the Eastern Transportation Corridor (ETC) will be required for the full length of the corridor within the sector in which the subdivision map is within. Any required ETC grading can be phased by posting some form of acceptable financial security mutually agreeable with the City of Irvine and TCA and will not be performed without the concurrence of the TCA. The right-of-way obligation for the ETC will be eliminated if the Transportation Corridor Agencies have previously executed an agreement with the landowner to purchase the ETC right-of-way, providing said agreement satisfies the County's obligation to satisfy right-of-way dedication and grading pursuant to the Foothill and ETC/Joint Powers Authority and the Foothill and ETC/major thoroughfare and bridge fee program.~~

~~(1) The ETC grading obligation will be eliminated except as provided for in said Transportation Corridor Agencies/landowner agreement if the Transportation Corridor Agencies have awarded a construction contract for the ETC and have given the contractor a notice to proceed for applicable grading.~~

~~6. El Camino Real grade-separated crossing.~~

~~a. If the City of Irvine General Plan transportation circulation element is amended to include El Camino Real (from Jamboree Road to Bryan Avenue) as an arterial highway, prior to the approval of the first subdivision map or Master Plan for development bordered by the Eastern Transportation Corridor (west), Bryan Avenue (north), Culver Drive (east) and the I-5 (south), the project developer shall ensure that the Peters Canyon regional riding and hiking trail and the Peters Canyon Class I bikeway facility are to be incorporated into the site design, including a grade-separated undercrossing where Peters Canyon Wash is to be bridged by future El Camino Real.~~

7. *Engineering standards.*

a. Engineering standards applicable to Lower Peters Canyon shall be as described in Exhibits 8a and 8b.

8. *City entry feature.*

a. The property owner shall provide a City entry feature at the intersection of Peters Canyon Wash and the I-5 Freeway, consistent in design and scope with similar improvements approved for Sector 10.

9. *Circulation and phasing requirements.*

a. Prior to the approval of the first subdivision map or Master Plan in a sector (except for financing or conveyance purposes), the developer shall prepare a traffic study for the sector.

- (1) The study shall be approved by the Director of Public Works, in consultation with the City of Tustin.
- (2) The traffic study shall:
 - (a) Identify and assign circulation measures pursuant to the project circulation phasing plan;
 - (b) Evaluate the impact of either the delay of any previously committed circulation improvements or construction of currently unanticipated circulation improvements assumed in the March 1995 Lower Peters Canyon traffic study for each of the horizon years analyzed; and
 - (c) Utilize the circulation system and capacity assumptions consistent with the City of Irvine and the City of Tustin circulation Master Plans and with those additional circulation improvements used by the affected jurisdiction for the applicable horizon year.
- b. As part of each application for the first subdivision map or Master Plan in a sector, a pedestrian circulation plan shall be submitted and approved to the satisfaction of the Director of Public Works. The plan shall show pedestrian access to regional hiking trails, parks, schools, shopping areas, bus stops and/or other public facilities.
- c. (Note: This alternative language shall take the place of the following two regulations if they are satisfied prior to the City's annexation of Lower Peters Canyon.) Lower Peters Canyon EIR 557 mitigation measures T-2 and T-3 have been superseded by the Lower Peters Canyon intersection improvement agreement dated June 1997.
- ~~d. (Note: This regulation will be deleted from the zoning ordinance if it is satisfied prior to the City's annexation of Lower Peters Canyon.)~~
 - ~~(1) Prior to the issuance of any building permit within each sector, the developer shall enter into an agreement with the City of Irvine to: (a) design and construct, including relocation of existing signals, interconnections, and related appurtenances as necessary, all roadway improvements consistent with the average daily trip (ADT) generation phasing cap as listed below; and (b) specify the responsibility for any previously committed circulation improvements assumed in the March 1995 Lower Peters Canyon traffic study which have not been constructed.~~

SHORT RANGE

~~Phase 1: Prior to First Building Permit.~~

Arterial/Intersection	Limits/Improvements
Jamboree Road	I-5 to Bryan: Improve N/B to 4 lanes
El Camino Real	Jamboree to ETC: Construct 4 lanes
Bryan Avenue	Jamboree to ETC: Improve 4 lanes
Jamboree/Bryan	(b)
Jamboree/El Camino Real	(b)
Jamboree/I-5 ramps	(b)

~~Phase 2: Prior to 25,001 ADT.~~

Arterial/Intersection	Limits/Improvements
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Bryan Avenue	ETC to Culver: Widen to 4 lanes (a)
Jamboree Road	Bryan to Irvine: Widen to 6 lanes
Irvine Boulevard	Jamboree to ETC: Widen to 6 lanes
Culver/Bryan	(b)

LONG RANGE

Phase 3: Prior to 50,001 ADT

Arterial/Intersection	Limits/Improvements
Culver Drive	Irvine to I-5: Widen to 6 lanes
Irvine Boulevard	ETC to Culver: Widen to 6 lanes
Jamboree/Irvine	
Culver/Irvine	(b)
Portola Parkway	Culver to Jamboree: Widen to 4 lanes (a)

Phase 4: Prior to 80,001 ADT

Arterial/Intersection	Limits/Improvements
Culver Drive	Portola to Irvine: Widen to 6 lanes
Portola Parkway	Jamboree to Culver: Widen to 6 lanes
Myford/Irvine	
Jamboree Road	Irvine to northerly LPC limits: Widen to 6 lanes
Jamboree/Tustin Ranch	
Jamboree/Portola	
Culver/Portola	

Phase 5: Prior to 110,001 ADT

Arterial/Intersection	Limits/Improvements
El Camino Real	ETC to Bryan: 4 lanes
Culver Drive	Bryan to I-5: Add southbound auxiliary lane
Redhill/El Camino	
Culver/I-5 NB Ramp	
Bryan Avenue	Redhill to Browning: 4 lanes

Notes:

- (a) — Widening to be coordinated with TCA and City of Irvine to minimize throwaway costs in vicinity of ETC for all affected arterial improvements.
- (b) — Intersection improvements to be consistent with configurations assumed in Refined Specific Plan Traffic Analysis as prepared by Austin Foust Associates, March 1995.

~~(2) The subject agreement shall also address the impact of the construction of circulation improvements which have not been assumed in the March 1995 Lower Peters Canyon traffic study. If a subsequent traffic phasing plan demonstrates that improvements should be included in a different phase (accelerated or delayed) or an improvement can be substituted, the mitigation phasing program may be amended, subject to the approval of the City of Irvine, in consultation with the affected jurisdictions, provided that the same level of traffic mitigation and traffic capacity is obtained.~~

~~e. (Note: This regulation will be deleted from the zoning ordinance if it is satisfied prior to the City's annexation of Lower Peters Canyon.)~~

~~(1) Prior to the issuance of any building permit except within Sector 4, the developer shall enter into an agreement with the City of Irvine to establish a fair share funding mechanism to fund improvements at locations as listed below. The fair share agreement shall establish a total funding participation cap for both short term and long term time periods and shall provide a mechanism to verify that the fair share improvements identified are still necessary in a subsequent phase based on an updated traffic study. The total funding participation can be modified to reflect additional improvements needed to mitigate traffic impacts or deletion of improvements no longer necessary, provided that the total funding participation cap is not increased. If improvements are found to be infeasible, alternative mitigation measures shall be determined.~~

SHORT RANGE

Phases 1 and 2 (Fair Share Improvements to be Funded Prior to 50,001 ADT)

Arterial/Intersection	Limits/Improvements
Irvine Boulevard	Old Irvine to Browning: Widen to 6 lanes
Harvard/Edinger	Without ETC only
Bryan Avenue	Redhill to Main: Widen to 4 lanes
El Camino Real	Browning to Redhill: Widen to 4 lanes
Jamboree/Edinger	Without ETC only
Irvine Boulevard	Browning to Tustin Ranch: Widen to 6 lanes without ETC only
Barranca Parkway	Jeffrey to Sand Canyon: Construct 4-lane roadway (a)
Barranca Parkway	SR 55 to Jamboree: Improve to 8 lanes (b)
Walnut Avenue	Myford to Jamboree: Widen to 6 lanes, without ETC only (a)
El Camino Real/Main	
Holt/Irvine	Without ETC only
Redhill/Bryan	Without ETC only
Tustin Ranch/Irvine	
Jamboree/Edinger	Grade separation (b)
Sand Canyon/Portola	
Sand Canyon/Irvine	Without ETC only
Irvine Boulevard	SR 55 to Tustin Ranch special study
Jamboree/Barranca	Grade separation (b)

Old Irvine/Irvine	
Redhill/Irvine	
Browning/Irvine	

LONG RANGE

Phases 3, 4, and 5 (Fair Share Improvements to be Funded by Development Between 50,001 ADT and Build-Out)

Arterial/Intersection	Limits/Improvements
Irvine Boulevard	Old Irvine to Prospect: Widen to 6 lanes
Irvine Boulevard	East of Yale to Jeffrey: Widen to 6 lanes
SR 55 SB ramp	4th—Irvine
SR 55 NB ramp	4th—Irvine
Culver Drive	Walnut to I-5, add 4th NB auxiliary lane
Culver Drive	Irvine Center Drive to Warner
Culver/Warner	
Culver/Barranca	
El Camino Real	Redhill to Browning
Redhill Avenue	Edinger to north of Bryan: Widen to 6 lanes
Myford Avenue	I-5 overcrossing
Myford/El Camino	
Tustin Ranch/El Camino Real	
Browning/El Camino Real	
Browning Avenue	El Camino to Nissan: Construct 4-lane roadway
Browning/Irvine	
Bryan Avenue	Newport to Main: Widen to 4 lanes
Irvine/Redhill	
Irvine/Old Irvine	
Edinger	SR 55 to Harvard: Widen to 6 lanes (b)
Jeffrey/Irvine	
Irvine Boulevard	Jeffrey to e/o Sand Canyon: Widen to 6 lanes
Holt/Irvine	
Jeffrey Road	Barranca to Walnut (a): Improve to 6 lanes
Main Street	Williams to El Camino Real: Improve to 4 lanes
Sand Canyon Avenue	To Center Drive: Widen to 6 lanes (a)
Walnut Avenue	Myford to Jamboree: Widen to 6 lanes (c)

Redhill/Nisson	
Jamboree/Michelle (a)	
Edinger/Redhill	
Newport/I-5 NB ramp	
Newport/I-5 SB ramp	At Nisson
Main/Bryan	
Redhill/Bryan	
Redhill/I-5 NB ramps	
Redhill/I-5 SB ramps	
Browning/Nisson	
Browning/Walnut	
Tustin Ranch/La Colina	
Tustin Ranch/Edinger	
Myford/Walnut	
Jamboree NB/Warner	
Harvard/Warner	
Jeffrey/Trabuco	
ETC NB/Portola (c)	
ETC EB/Culver (c)	
ETC WB/Jeffrey (c)	
ETC EB/Jeffrey (c)	

Notes:

- (a) — Improvement listed is already required by other development project. Fair share contribution is not required if other development proceeds to implement improvements with assumptions in the March 19, 1995, Lower Peters Canyon traffic study.
 - (b) — The project shall provide a fair share contribution for these improvements. Consideration may be given to a credit against the Irvine Business Complex (IBC) fee program and the Foothill/Eastern Transportation Corridor fee program obligations, subject to the approval of the Director of Public Works in consultation with the City of Tustin.
 - (c) — Fair share contribution is not required if improvement is to be funded by the Foothill/Eastern Transportation Corridor Agency.
 - (d) — Development of Phases 3, 4 and 5 can proceed only after award of the construction contract for the ETC.
 - (e) — Fair share contribution shall be no greater than that required for capacity improvements consistent with that assumed in the March 19, 1995, Lower Peters Canyon traffic study, as determined by the Director of Public Works.
- (2) — The City shall deliver all monies or financial security received from the project proponent for said fair share intersection improvement obligation to the affected city jurisdiction which assumes the obligation to implement said intersection improvement.
 - (3) — In order to properly coordinate the funding of the applicant's fair share obligation of improvements in the City of Tustin, the City of Irvine shall hold a coordination meeting. The purpose of said meeting shall be to identify the concerns of both the City of Irvine and the

~~City of Tustin prior to the initiation of the fair share study. The purpose of the study shall be to fully identify within each jurisdiction the scope and costs of feasible improvements (as determined by the respective cities). Said improvements shall be acceptable to each city toward fulfilling the timing and cost of the transportation improvement obligations of the project as required to mitigate transportation impacts in each city as listed above. The funding for the improvements to be incorporated into the agreement must be utilized by the respective agency to improve the capacity of the impacted intersections/links or be used for substituted improvements, as determined by the City of Irvine.~~

~~(4) Prior to the execution of the agreement, each city shall be allowed 10 working days to review the technical report prior to being provided with a copy of the proposed agreement. Each city shall then have 10 working days to review and comment as to its concurrence with the improvement program contained within the agreement. All comments shall be considered by the City of Irvine to ensure that the applicant's responsibility for fair share funding of the improvements in each city as stated above is fully addressed.~~

10. *Riding and hiking trails.*

- a. Prior to approval of the first subdivision map or Master Plan for Sectors 5, 7 and 8, the developer shall ensure that the Peters Canyon and Hicks Canyon regional riding and hiking trails are incorporated into the site design, including grade-separated undercrossings at Jamboree Road, Culver Drive and the Santa Ana Freeway (I-5), using the existing undercrossing.
 - (1) These trails shall be designed consistent with specifications in the County of Orange Master Plan of regional riding and hiking trails and the regional riding and hiking trails design manual.
 - (2) Subject trails may be included as a joint use within flood control right-of-way.
 - (3) Prior to approval of subdivision maps by the City of Irvine Subdivision Committee, proposed trail designs shall be submitted to the City subject to review and approval of the Director of Community Development.
- b. Prior to the recordation of any applicable map containing trail alignments, the applicant shall irrevocably offer to the City of Irvine, or its designated public agency, the recreational trail for riding and hiking trail purposes and Class I (off-road) bikeway within the tract boundary in accordance with the following:
 - (1) Prior to the recordation of an applicable final tract map, the subdivider shall irrevocably offer to the County of Orange a 16-foot-wide recreation easement including the trail surfaces and wood fence maintenance easement for Peters Canyon regional riding and hiking trail purposes and 16-foot-wide recreation easement including trail surfaces and wood fence maintenance easement for the Class I (off-road) bikeway in a location and in a manner meeting the approval of the Director of Community Development. The subdivider shall not grant any easements over the property subject to the recreation easement unless such easements are first reviewed and approved by the County of Orange. Until such time as the easement is accepted by the County, maintenance and upkeep of the easement area shall be the responsibility of the subdivider or its successors.
 - (2) Prior to the recordation of an applicable subdivision map adjacent to the riding and hiking trail/Class I bikeway, the subdivider shall design the proposed riding and hiking trail and Class I bikeway, and prior to the issuance of building permits adjacent to the riding and hiking trail and Class I bikeway, the applicant

shall enter into an agreement and post financial security for a period of 10 years, guaranteeing 150 percent of the cost of the designing, engineering, and construction of the riding and hiking trail and Class I bikeway. Said improvements shall be in accordance with the County-approved area plan for PA 2 (Area Plan 96-2) of the Lower Peters Canyon specific plan, the Master Plan of riding and hiking trails and the County's bikeway Master Plan.

- (3) Prior to the issuance of a grading permit, the grading plans shall be reviewed by the Director of Community Development to assure that the proposed grading provides for and will not interfere with or preclude the installation of the recreational riding and hiking trail and bikeway in a location and in a manner meeting the approval of the Director of Community Development.
- (4) Prior to the issuance of the 150th final certificate of use and occupancy within Sector 2-B, or any final certificate of use and occupancy in Sectors 2-C or 2-E (Exhibit 9), and prior to the release of financial security guaranteeing the riding and hiking trail improvements and Class I bikeway improvements within each applicable sector, the riding and hiking trails improvements shall be installed, including the grade-separated crossing of Jamboree Road at Peters Canyon Wash, at-grade crossings of Trevino Drive and Robinson Drive and related improvements (i.e., signals with buttons installed at appropriate heights for pedestrians, bicyclists and equestrians), in a manner meeting the approval of the Director of Community Development.
- (5) Prior to the issuance of the 150th final certificate of use and occupancy within Sector 2-B, or any final certificate of use and occupancy in Sectors 2-C or 2-E (Exhibit 9), the applicant shall furnish to the Chief Building Official a written copy of the Director of Community Development's approval of the improvements installed.

D. *Neighborhood design.*

1. *Community theme.*

- a. Planning Area 4 is a large-scale multi-use planned development intersected by major regional transportation facilities which provide delineation and definition to subareas within the larger community. The community subareas may be developed in thematically distinct villages or Residential Districts and have their own identity. The open space spine system, including a system of regional and local trails, within Lower Peters Canyon has potential to provide a unifying design feature within the community. Location of public and quasipublic facilities, such as school, community and neighborhood parks, and institutional uses, in proximity to the open space spine system is encouraged where feasible. The use of special landscape treatments and/or thematic elements may be used by the applicant to enhance this system and further embellish distinguishable features of the community. The key to this goal is to create a distinctive community theme and reserve diversity and flexibility so that the community can respond to market changes over time during the 20-year projected schedule for completion.

E. *Chemical management.*

1. *Tanks and pipelines.*

- a. Prior to issuance of certificates of use and occupancy for individual tenant improvements or construction permits for tanks or pipelines, uses shall be identified and, for specified uses, the applicant shall propose plans and measures for chemical management, including, but not limited

to, storage, emergency response, employee training, spill contingencies and disposal, to the satisfaction of the Director of Community Development.

- (1) Chemical management plans shall be approved by the Director of Community Development and other specified agencies such as the Orange County Fire Authority, the Health Care Agency and sewerage agencies to ensure implementation of each agency's respective requirements. A copy of the approved chemical management plans shall be furnished to the Chief Building Official, prior to the issuance of any certificates of use and occupancy.
- (2) Certificates or permits may be ministerially withheld if features needed to properly manage chemicals cannot be incorporated into a previously completed building, center or complex.

~~F. Infrastructure.~~

~~1. Retarding basins.~~

- ~~a. Prior to any issuance of certificates of use and occupancy, project construction shall appropriately mitigate affects of increased runoff resulting from the project on Peters Canyon Wash and its tributaries through and downstream of the project site to the confluence of Peters Canyon Wash and San Diego Creek. Mitigation shall be accomplished for 10 year, 25 year and 100 year flood.~~
- ~~(1) Retarding basins shall be constructed either within, downstream and/or upstream of the Lower Peters Canyon area to reduce post-project peak flow rates to be equal to or below pre-project level discharges.~~
- ~~(2) Master Plan retarding basins may be constructed for mitigation purposes, except the Trabuco retarding basin, which shall not be considered.~~
- ~~(3) The East Hicks, Hicks and Orchard Estates retaining basins shall be constructed at specific development stages to ensure mitigation of increased runoff, or interim retaining basins will need to be constructed to mitigate flood peak increases until the ultimate basins are constructed.~~

~~2. Drainage.~~

- ~~a. Prior to the issuance of certificates of use and occupancy, the applicant shall design and construct all necessary regional control facilities within Lower Peters Canyon to convey the Orange County Environmental Management Agency's (OCEMA) approved ultimate (i.e., full build-out) 100-year discharges, or the 100-year interim condition discharges, whichever is greater.~~
- ~~(1) All flood control facilities shall be designed to Orange County Flood Control District (OCFCD) standards and approved by the OCFCD prior to construction of the facility.~~
- ~~(a) Interim flood control facilities may be considered for approval provided such facilities meet all mitigation requirements and are maintained at the sole cost of the applicant and overseen by OCFCD. All interim improvements, including interim mitigation basins, will require agreements which guarantee construction of ultimate flood control facilities by the applicant prior to a date to be determined by OCFCD and provide for indemnification of OCFCD against losses and liabilities, except that ultimate improvements of Peters Canyon Channel shall be accomplished prior to the year 2003, or any other mutually acceptable date prior to 2005.~~
- ~~(b) Agreements which guarantee construction of ultimate flood control facilities by the applicant will be required prior to grading for the first residential project.~~
- ~~b. Prior to the issuance of any grading permit or approval of any subdivision map (excluding conveyance maps), whichever occurs first, for any development that is either partially or completely located within the 100-year floodplain of the flood insurance rate map (FIRM), the applicant shall submit all required documentation to the Federal Emergency Management~~

Agency (FEMA) and demonstrate that the application for a Conditional Letter of Map Revision (CLOMR) for changes to the 100-year floodplain are satisfied in a manner meeting the approval of the Director of Community Development.

- c. ~~Prior to the approval of any applicable subdivision map (excluding conveyance maps), local drainage systems shall be designed and constructed by the applicant to standards which generally call for conveyance of the 10-year runoff, unless the facility is in a local sump, in which event the facility shall be designed to convey the 25-year runoff, or, with concurrence of the Director of Community Development, subdivision improvement bonds may be posted in lieu of construction.~~
- d. ~~Prior to approval of plans and specifications for regional flood control facilities, the applicant shall ensure, in a manner meeting the approval of the Director of Community Development, that the design of grade-separated crossings for trails are compatible with the required hydraulic capacity of the impacted channel.~~

~~G. — *Biological, archeological, and paleontological resources.*~~

~~1. — *Nesting birds.*~~

- a. ~~If construction activities are conducted during the nesting/breeding season (typically February through July), a construction inspector shall, at the pre-grade conference for each phase of grading, determine the need for, and the frequency of, monitoring for nesting birds protected by the Migratory Bird Treaty Act and/or Endangered Species Act.~~

~~(1) — If monitoring is determined to be necessary, the qualified specialist shall monitor construction activities in designated areas and any bird nest discovered shall be reported to the Director of Community Development, the applicant, and any necessary State or federal agencies.~~

~~(2) — Removal of observed nests shall be done only in compliance with the federal Migratory Bird Treaty Act and Endangered Species Act, or applicable permits.~~

~~2. — *Salvage excavation of archeological/paleontological resources.*~~

- a. ~~In the event that human remains are exposed during site preparation, grading or construction, the project contractor shall cease all activity in the vicinity of the remains. The project contractor will comply with the requirements of Health and Safety Code § 7050.5, which states that no further disturbance of the remains and surrounding area shall occur until the County Coroner has made the necessary findings as to the origin and disposition of the human remains, pursuant to Public Resources Code § 5097.98.~~

~~H. — *Public health and safety.*~~

~~1. — *Hazardous materials.*~~

- a. ~~In the event that unknown wastes or underground storage tanks are discovered during grading and/or construction which the contractor believes may involve hazardous materials, he or she shall:~~

~~(1) — Immediately stop all grading and/or construction work in the vicinity of the suspected contamination.~~

~~(2) — Notify the project proponent and the Orange County Fire Authority.~~

~~(3) — Secure the area to restrict all vehicular and pedestrian access to and in the vicinity of the suspected contamination.~~

~~(4) Coordinate with the Orange County Fire Authority on needed testing of the substance and development of recommendations on removal and disposition of the substance.~~

~~2. Sewerage.~~

~~a. Prior to the abandonment, removal or installation of any underground storage tank, approval shall be obtained from the Orange County Fire Authority and the South Coast Air Quality Management District (SCAQMD). Further, a facility modification application shall be submitted to and approved by the Director of Community Development.~~

~~3. Waste management.~~

~~a. If a waste management ordinance pursuant to Public Resources Code div. 30 (Public Resources Code § 40000 et seq.) has not yet been adopted at the time of submittal of applications for building permits, the applicant shall not be denied the issuance of building permits. However, any development within the Lower Peters Canyon site shall be required to conform to the waste management ordinance within 60 days of notification of the adoption of the ordinance.~~

~~I. Noise mitigation.~~

~~1. Residential.~~

~~a. All residential lots and dwellings shall be sound attenuated against present and projected noise, which shall be the sum of all noise impacting the project, so as not to exceed an exterior standard of 65 dB CNEL in outdoor living areas and an interior standard of 45 dB CNEL in all habitable rooms. Evidence prepared by a certified acoustical consultant that these standards will be satisfied in a manner consistent with applicable zoning regulations shall be submitted as follows:~~

~~(1) Prior to the recordation of a final tract/parcel map (except for finance and conveyance purposes) or prior to the issuance of grading permits, a preliminary acoustical analysis report shall be submitted to the Director of Community Development for approval. The preliminary report shall describe in detail the exterior noise environment and preliminary mitigation measures. Acoustical design features to achieve interior noise standards may be included in the report, in which case it may also satisfy Subsection (2) below.~~

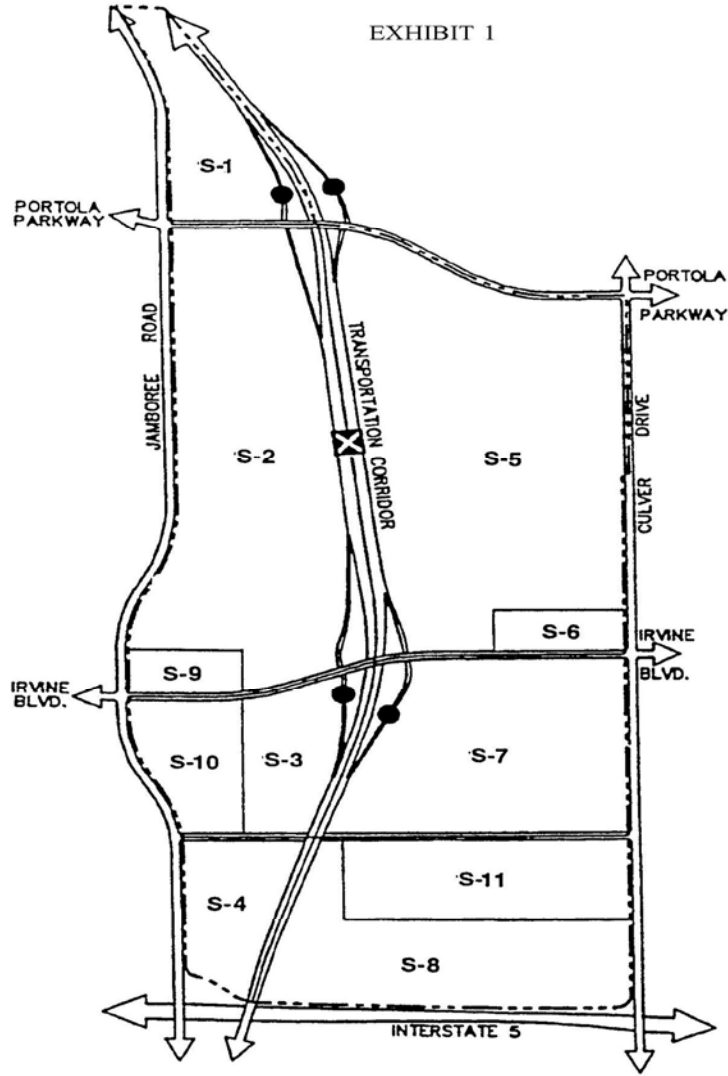
~~(2) Prior to the issuance of any building permits for residential construction, a final acoustical analysis report describing the acoustical design features of the structures required to satisfy the exterior and interior noise standards shall be submitted to the Director of Community Development for approval, along with satisfactory evidence which indicates that sound attenuation measures specified in the approved acoustical report have been incorporated in the design of the project.~~

~~(3) Prior to the issuance of any building permits, all freestanding acoustical barriers must be shown on the project's plot plan illustrating height, location and construction in a manner meeting the approval of the Director of Community Development.~~

~~(4) Prior to the issuance of any certificates of occupancy, field testing in accordance with Title 19 regulations may be required by the Chief Building Official, to verify compliance with sound transmission class and impact insulation class design standards.~~

~~(Code 1976, § V.E 804.6; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 00-02, § 4, 2-8-00; Ord. No. 00-05, § 4, 5-23-00; Ord. No. 00-15, § 4, 1-9-01; Ord. No. 03-32, § 5, 11-18-03; Ord. No. 09-02, § 3, 3-24-09; Ord. No. 13-08, § 2(Exh. A), 1-14-14 }~~

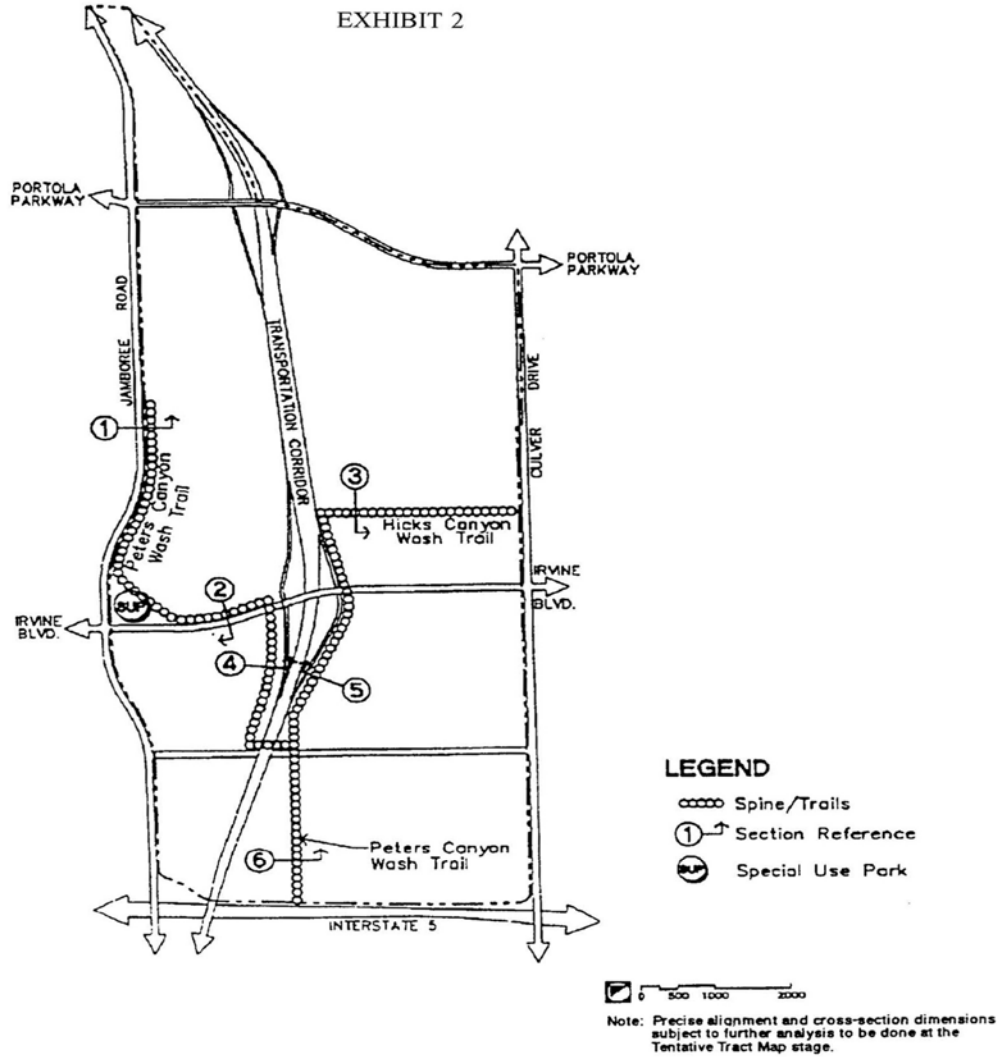
EXHIBIT 1



LOWER PETERS CANYON SECTORS

February 6, 1997

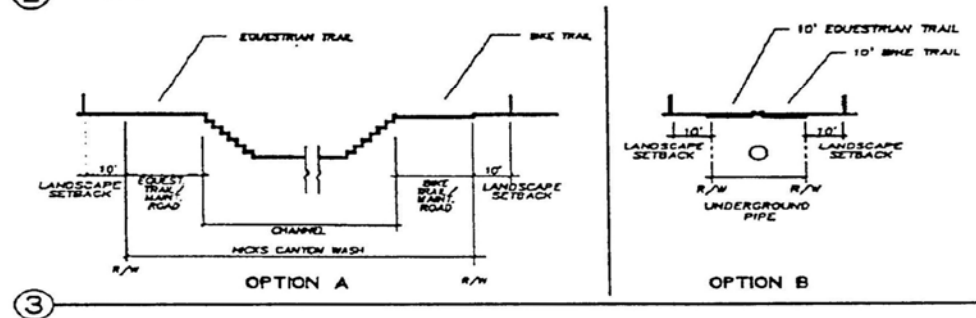
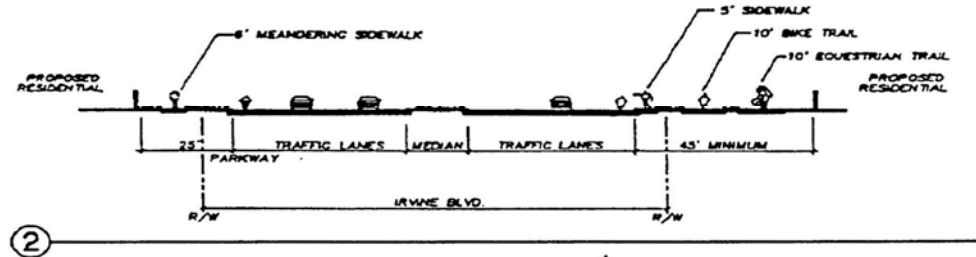
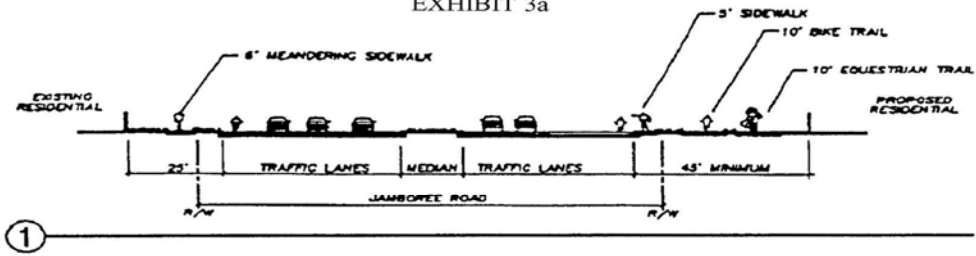
EXHIBIT 2



LOWER PETERS CANYON

OPEN SPACE SPINE/ REGIONAL TRAIL SYSTEM

EXHIBIT 3a



NOTE: PRECISE ALIGNMENT AND CROSS-SECTION DIMENSIONS ARE SUBJECT TO FURTHER ANALYSIS TO BE DONE AT THE TENTATIVE TRACT MAP STAGE.

LOWER PETERS CANYON

OPEN SPACE SPINE/ REGIONAL TRAIL SYSTEM

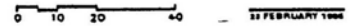
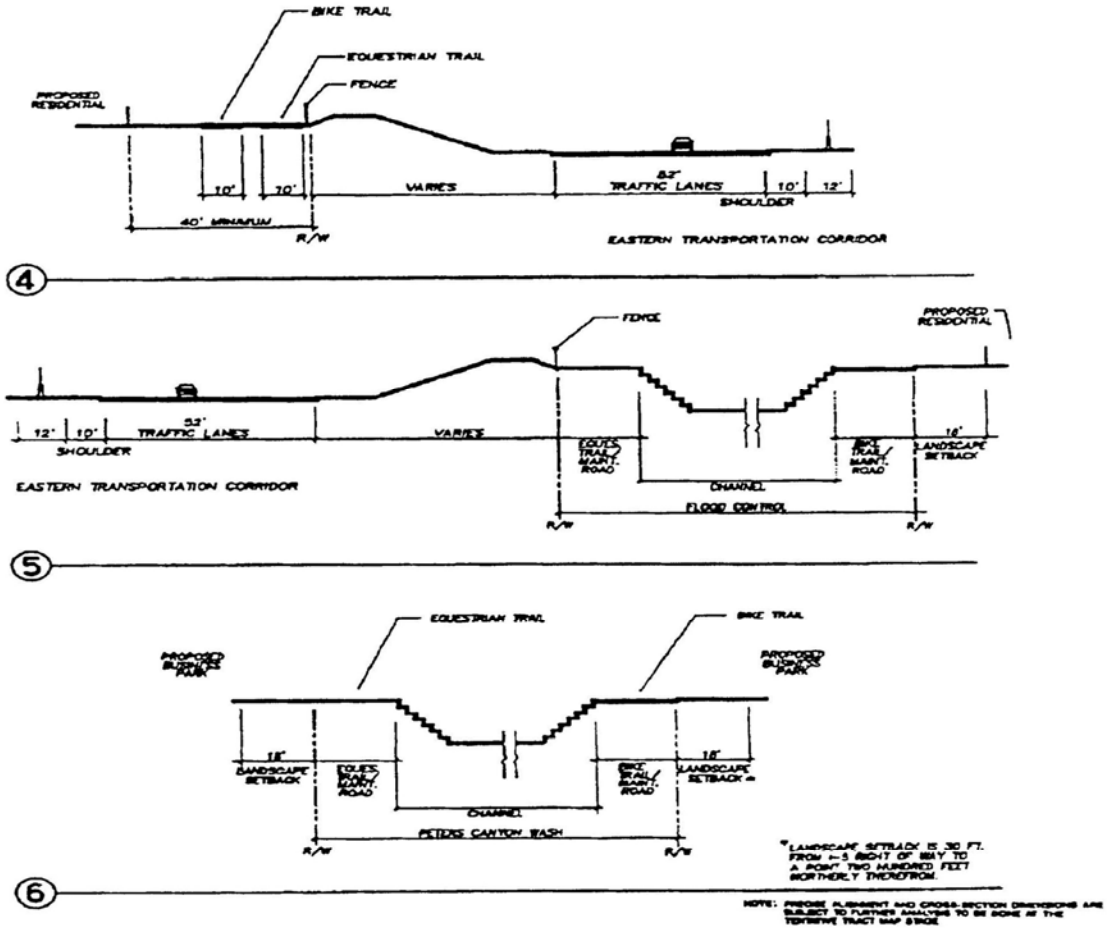


EXHIBIT 3b



LOWER PETERS CANYON

OPEN SPACE SPINE/ REGIONAL TRAIL SYSTEM

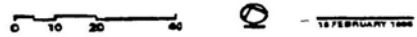
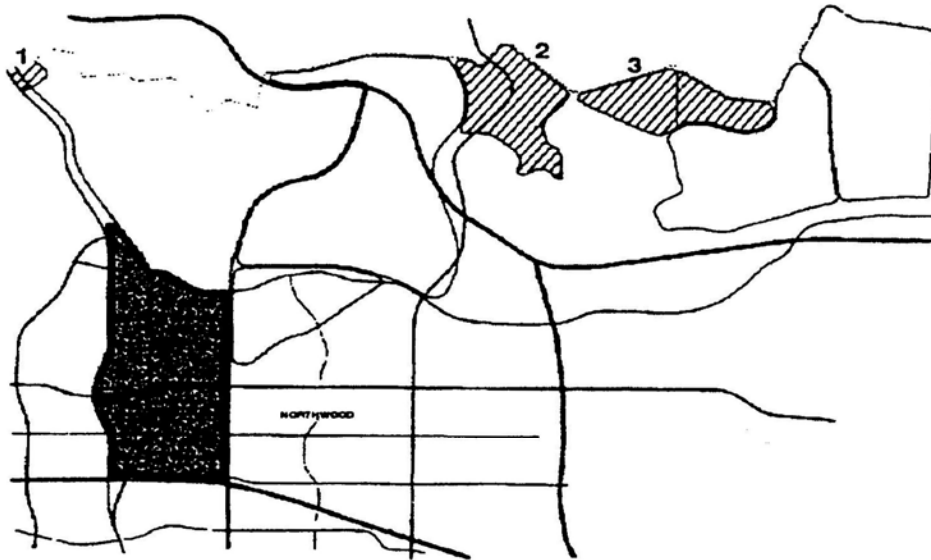


EXHIBIT 4



LEGEND

-  DEVELOPMENT AREA
-  DEDICATION AREA

- 1** Irvine Open Space District "A" (Portion of Committed Open Space)
- 2** Irvine Open Space District "C"
- 3** Limestone Canyon Management Unit III

LOWER PETERS CANYON REGIONAL OPEN SPACE DEDICATION AREAS



LOWER PETERS CANYON

EXHIBIT 5. CONCEPTUAL PARK PLAN

			County Park Credit				
			Creditable Acres				
Park No.	Park Type	Specific Plan Planning Area	Land (acres)	Improvements (acres)	Total Creditable Acres	Percent of Total	Percent of County Park Code Requirement (45.3 acres)
	<i>Public parks:</i>						
-1	Neighborhood park	-2	-6.00	1.80	-7.80	-13.07%	-17.22%

1A	Neighborhood park	-2	-3.02	0.91	-3.93	-6.58%	-8.68%
-2	Neighborhood park	-5	-3.00	0.90	-3.90	-6.53%	-8.61%
-3	Neighborhood park	-7	-3.00	0.90	-3.90	-6.53%	-8.61%
-4	Special use park	-9	16.50	1.45	17.95	-30.07%	-39.62%
-5	Community park	11	10.00	2.71	12.71	-21.29%	-28.06%
	SUBTOTAL		41.52	8.67	50.19	-84.08%	110.79%
	<i>Private parks:</i>						
-6	Private recreation facility	-1	-0.25		-0.25	-0.42%	-0.55%
-7	Private recreation facility	-1	-0.25		-0.25	-0.42%	-0.55%
-8	Private recreation facility	-1	-0.25		-0.25	-0.42%	-0.55%
-9	Private recreation facility	-2	-0.25		-0.25	-0.42%	-0.55%
10	Private recreation facility	-2	-0.25		-0.25	-0.42%	-0.55%
11	Private recreation facility	-3	-0.25		-0.25	-0.42%	-0.55%
12	Private recreation facility	-3	-0.25		-0.25	-0.42%	-0.55%
13	Private recreation facility	-3	-0.25		-0.25	-0.42%	-0.55%
14	Mini-park	-5	-1.50		-1.50	-2.51%	-3.31%
15	Mini-park	-5	-1.00		-1.00	-1.68%	-2.21%
16	Mini-park	-5	-1.00		-1.00	-1.68%	-2.21%
17	Mini-park	-5	-1.00		-1.00	-1.68%	-2.21%
18	Private recreation facility	-5	-0.25		-0.25	-0.42%	-0.55%
19	Private recreation facility	-5	-0.25		-0.25	-0.42%	-0.55%
20	Private recreation facility	-5	-0.25		-0.25	-0.42%	-0.55%
21	Mini-park	-7	-1.50		-1.50	-2.51%	-3.31%
22	Private recreation facility	-7	-0.25		-0.25	-0.42%	-0.55%
23	Private recreation facility	11	-0.25		-0.25	-0.42%	-0.55%
24	Private recreation facility	11	-0.25		-0.25	-0.42%	-0.55%
	SUBTOTAL		-9.50		-9.50	-15.92%	-20.97%

	TOTAL		51.02	8.67	59.69	100.00%	131.77%
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Assumed land value (established by County):	\$533,333/acre.	
Assumed improvement costs:		
Park Type	Per Park	Per Acre
SUP, 16.5 acres	\$ 800,000	\$ 48,485/acre
Community park, 10.0 acres	-1,500,000	-150,000/acre
Neighborhood park, 6.0 acres	-960,000	-160,000/acre
Neighborhood park, 3.0 acres	-500,000	-166,667/acre

LOWER PETERS CANYON

EXHIBIT 6a. SCHEDULE OF IMPROVEMENT VALUES — BASE PARKLAND IMPROVEMENTS

Category A Improvement	Condition	% Credit	1996 \$ Value	\$ Eligible
Construction water	Lump sum allowance	100	\$2,500 ea.	\$2,500 ea.
Temporary utilities	Lump sum allowance	100	\$5,000 ea.	\$5,000 ea.
Site grading, rough	On-site only	100	\$1.50 cu. yd.	\$1.50/cu. yd.
Site grading, fine	On-site only	100	\$0.20/sq. ft.	\$0.20/sq. ft.
Site drainage	On-site only	100	\$0.50/sq. ft.	\$0.50/sq. ft.
Utility connections	Storm drain, domestic water, reclaimed water, sewer, electrical, gas, telephone	100	\$33,500 ea.	\$33,500 ea.
Hardscape, sidewalks	5' wide, concrete	100	\$3/sq. ft.	\$3/sq. ft.
Hardscape, man-strip	Concrete	100	\$6.50/lin. ft.	\$6.50/lin. ft.
Turf	Hydroseed	100	\$0.10/sq. ft.	\$0.10/sq. ft.
Ground cover	Flats, @ 12" o.c.	100	\$2/sq. ft.	\$2/sq. ft.
Shrubs	5 gal. size	100	\$20 ea.	\$20 ea.
Trees	15 gal. size	100	\$85 ea.	\$85 ea.
Mulch/soil preparation		100	\$0.50 sq. ft.	\$0.50/sq. ft.
Automatic irrigation	With computer	100	\$0.80/sq. ft.	\$0.80/sq. ft.
Safety lighting	@ 1 light per 100 sq. ft. of pavement	100	\$1,500 ea.	\$1,500 ea.

LOWER PETERS CANYON

EXHIBIT 6b. SCHEDULE OF IMPROVEMENT VALUES —

PARK EXTRAORDINARY IMPROVEMENTS

All values are based upon improvements which are typically found in public neighborhood parks.

Category B Improvement	Condition	% Credit	1996 \$ Value	\$ Eligible
Picnic table	Permanent, nonmovable (slab); passive or group picnic areas only.	100	\$570 ea.	\$570 ea.
Concrete pavement	For recreational purposes, such as under picnic tables or table game area.	100	\$2.80/sq. ft.	\$2.80/sq. ft.
Barbeque	Nongas, must be adjacent to permanent picnic tables.	100	\$560 ea.	\$560 ea.
Bike rack	80% must be Class II; eligible in public parks only.	100	\$200 ea.	\$200 ea.
Drinking fountain	Handicap accessible.	100	\$3,900 ea.	\$3,900 ea.
Tot lot/play equipment	Must have adjacent bench and be a minimum of 40 ft. diameter or 1,500 sq. ft. Must meet USCPSC safety guidelines and City tot lot standards.	100	\$17,000 ea.	\$17,000 ea.
Bench	Permanent, nonmovable; eligible in public parks only.	100	\$350 ea.	\$350 ea.
Trash cans	Permanent holder; eligible in public parks only.	100	\$425 ea.	\$425 ea.
Par course	Spacing between stations must meet manufacturer's recommendation; 8 station minimum, running surface other than grass.	100	\$810/station	\$810/station
Horseshoes	10 ft. minimum safety zone all around, 50 ft. length. Posts 40 ft. apart.	100	\$570 ea.	\$570 ea.
Monument signs	Public park only. Lighted only.	100	\$6,000 ea.	\$6,000 ea.
Parking lot — lighted	Eligible in public parks only and then only when spaces are designated for park use.	100	\$3.20/sq. ft.	\$3.20/sq. ft.
Shade structure	For group recreation purposes only.	100	\$22.70/sq. ft.	\$22.70/sq. ft.

LOWER PETERS CANYON

EXHIBIT 6c. SCHEDULE OF IMPROVEMENT VALUES—ATHLETIC COURTS

Category B Improvement	Condition	% Credit	1996 \$ Value	\$ Eligible
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Basketball—full court (unlighted)	Approximately 50'× 84'	100	\$18,800 ea.	\$18,800 ea.
Basketball—full court (lighted)	Approximately 50'× 84'	100	\$42,300 ea.	\$42,300 ea.
Basketball—half court (unlighted)	Approximately 50'× 42'	100	\$9,400 ea.	\$9,400 ea.
Basketball—half court (lighted)	Approximately 50'× 42'	100	\$21,700 ea.	\$21,700 ea.
Multi-use (unlighted)	Approximately 50'× 84'	100	\$18,800 ea.	\$18,800 ea.
Multi-use (lighted)	Approximately 50'× 84'	100	\$42,300 ea.	\$42,300 ea.
Paddle tennis (unlighted)	Approximately 40'× 80'	100	\$13,300 ea.	\$13,300 ea.
Racquetball (unlighted)	Approximately 20'× 40'× 20'	100	\$46,600 ea.	\$46,600 ea.
Racquetball (lighted)	Approximately 20'× 40'× 20'	100	\$60,300 ea.	\$60,300 ea.
Tennis (unlighted)	Approximately 36'× 78' with 12-foot high mesh covered fence	100	\$27,800 ea.	\$27,800 ea.
Tennis (lighted)	Approximately 36'× 78' with 12-foot high mesh covered fence	100	\$51,400 ea.	\$51,400 ea.
Volleyball—sand (unlighted)	Approximately 30'× 60'	100	\$8,000 ea.	\$8,000 ea.
Volleyball—sand (lighted)	Approximately 30'× 60'	100	\$23,200 ea.	\$23,200 ea.
Volleyball—hard court (unlighted)	Approximately 30'× 60'	100	\$8,100 ea.	\$8,100 ea.
Volleyball—hard court (lighted)	Approximately 30'× 60'	100	\$23,700 ea.	\$23,700 ea.

LOWER PETERS CANYON

EXHIBIT 6d. SCHEDULE OF IMPROVEMENT VALUES—LUXURY IMPROVEMENTS

All pool areas must meet City pool standards. Facilities must be handicap accessible.

Category B Improvement	Condition	% Credit	1996 \$ Value	\$ Eligible
<i>Pool:</i>				<i>Pool:</i>
Pool—Jr. Olympic/competition	Limited to 1 village or equivalent.	100	\$55.40/sq. ft.	\$55.40/sq. ft.
Pool—40 ft. minimum width for laps	Minimum 5 ft. depth and designed for	50	\$55.40/sq. ft.	\$27.70/sq. ft.

	possibility of lap swimming.			
Pool—shallow	Maximum depth must be less than 5-ft.	25	\$55.40/sq. ft.	\$13.85/sq. ft.
Children's wading pool	Minimum 12-ft. diameter; separate from main pool.	50	\$23.80/sq. ft.	\$11.90/sq. ft.
Spa	8—12 ft. diameter.	0	\$265/sq. ft.	\$0—\$78/sq. ft. <i>Pool support facilities:</i>
Restrooms/showers	Credit to match pool designation.	0—100	\$78/sq. ft.	
Deck	Credit to match pool designation.	0—100	\$3.90/sq. ft.	\$0—350/sq. ft.
Shade structure	Credit to match pool designation.	0—100	\$22.70/sq. ft.	\$0—22.50/sq. ft.
Fencing	Minimum 5-ft. high.	50	\$15.70/sq. ft.	\$7.85/sq. ft.
Pool equipment area		50	\$25.20/sq. ft.	\$12.60/sq. ft. <i>Recreational building:</i>
Exercise rooms/gyms	Resilient surfaces.	50	\$78.40/sq. ft.	\$39.20/sq. ft.
Multi-purpose room	Available for reservation; minimum 600 sq. ft.; adjacent kitchen.	100	\$78.40/sq. ft.	\$78.40/sq. ft.
Indoor athletic court	Resilient surface.	100	\$78.40/sq. ft.	\$78.40/sq. ft.
Kitchen	Must be for primarily MPR use.	100	\$78.40/sq. ft.	\$78.40/sq. ft.
Restrooms/showers	Supporting recreation facilities, credit to match pool designation.	0—100	\$78.40/sq. ft.	\$0—\$78.40/sq. ft.
Hallways/storage/shared restrooms	Percentage of area that is equal to the ratio of eligible areas to ineligible area.	0—100	\$78.40/sq. ft.	\$0—\$78.40/sq. ft.

Category-C Improvement	Condition	% Credit	1996 \$ Value	\$ Eligible
Mobilization	% of estimated Category A plus B	100	3%	3%
Design fees/survey	% of estimated Category A plus B	100	15%	15%
Fees and permits	% of estimated Category A plus B	100	8%	8%
Contingencies	% of estimated Category A plus B	100	7%	7%
Maintenance	3 months minimum	100	\$0.06/sq. ft.	\$0.06/sq. ft.

LOWER PETERS CANYON

EXHIBIT 7A. CULVER DRIVE (TRABUCO ROAD TO 600 FEET NORTH OF BRYAN AVENUE)—PRELIMINARY COST ESTIMATE

Item	Description	Cost/Unit	Quantity	Item Cost
1	<i>Structural section:</i>			
1.1	Fine grading	\$ 0.25/sf	25,920	\$ 6,500
1.2	AC pavement	3/sf	16,320	49,000
1.3	PCC sidewalk	3.50/sf	9,600	33,600
1.4	Curb and gutter	12/lf	2,220	26,600
1.5	Remove sidewalk	1/sf	17,760	17,800
1.6	Remove curb and gutter	7/lf	2,220	15,500
1.7	Remove pavement	1.50/sf	24,000	36,000
1.8	Local street reconstruction	5/sf	4,500	22,500
	SUBTOTAL			\$207,500
2	<i>Utilities:</i>			
2.1	Relocate streetlights	\$ 3,000 ea.	2	\$ 6,000
2.2	Relocate power poles	2,500 ea.	2	5,000
2.3	Adjust sewer manholes to grade	1,000 ea.	5	5,000
2.4	Fire hydrant	2,000 ea.	1	2,000
	SUBTOTAL			\$ 18,000
3	<i>Drainage:</i>			
3.1	Landscaping	LS		\$ 22,650
3.2	Relocate existing catchbasin	\$4,000 ea.	2	8,000
	SUBTOTAL			\$ 30,700
	TOTAL CONSTRUCTION COSTS			\$256,200
5	<i>Fees:</i>			
5.1	Engineering and contingencies	35%		
	TOTAL PROJECT COSTS			\$345,900

Notes:

1. — This estimate represents the additional cost necessary to widen Culver Drive with a 15-foot east side parkway as compared to maintaining the existing eight-foot east side parkway.

2. Preliminary contracts with IRWD indicate that it will probably be acceptable to maintain the existing 18-foot sewer line in its existing location and adjust manholes within the parkway. The assumption and additional utility locations will require further investigation in final design.
3. This estimate does not include costs for additional right of way.
4. The landscape cost is based on the City estimate of 8/13/96.
5. This estimate is based on construction of a four-foot wide sidewalk.

EXHIBIT 7b

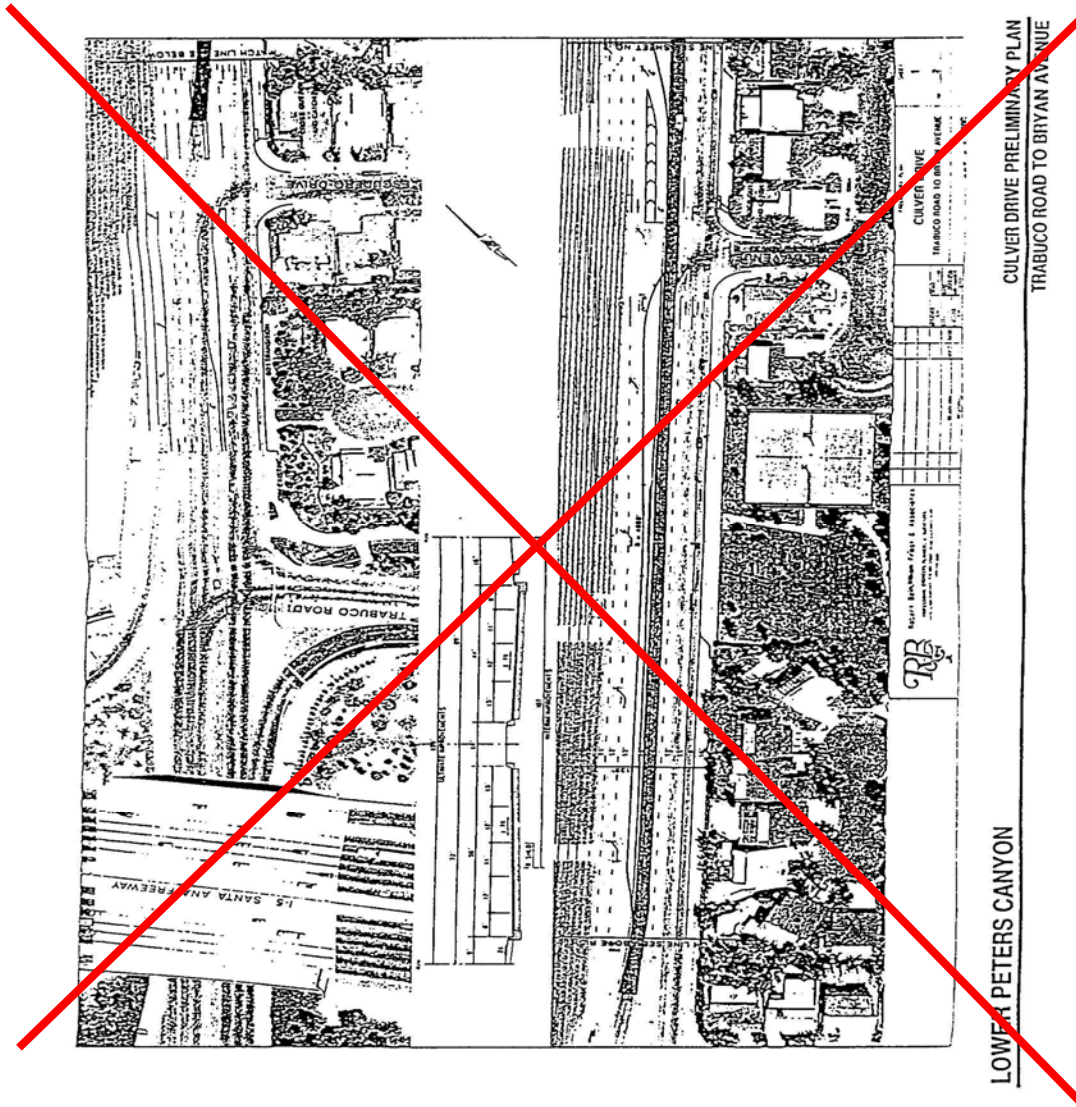
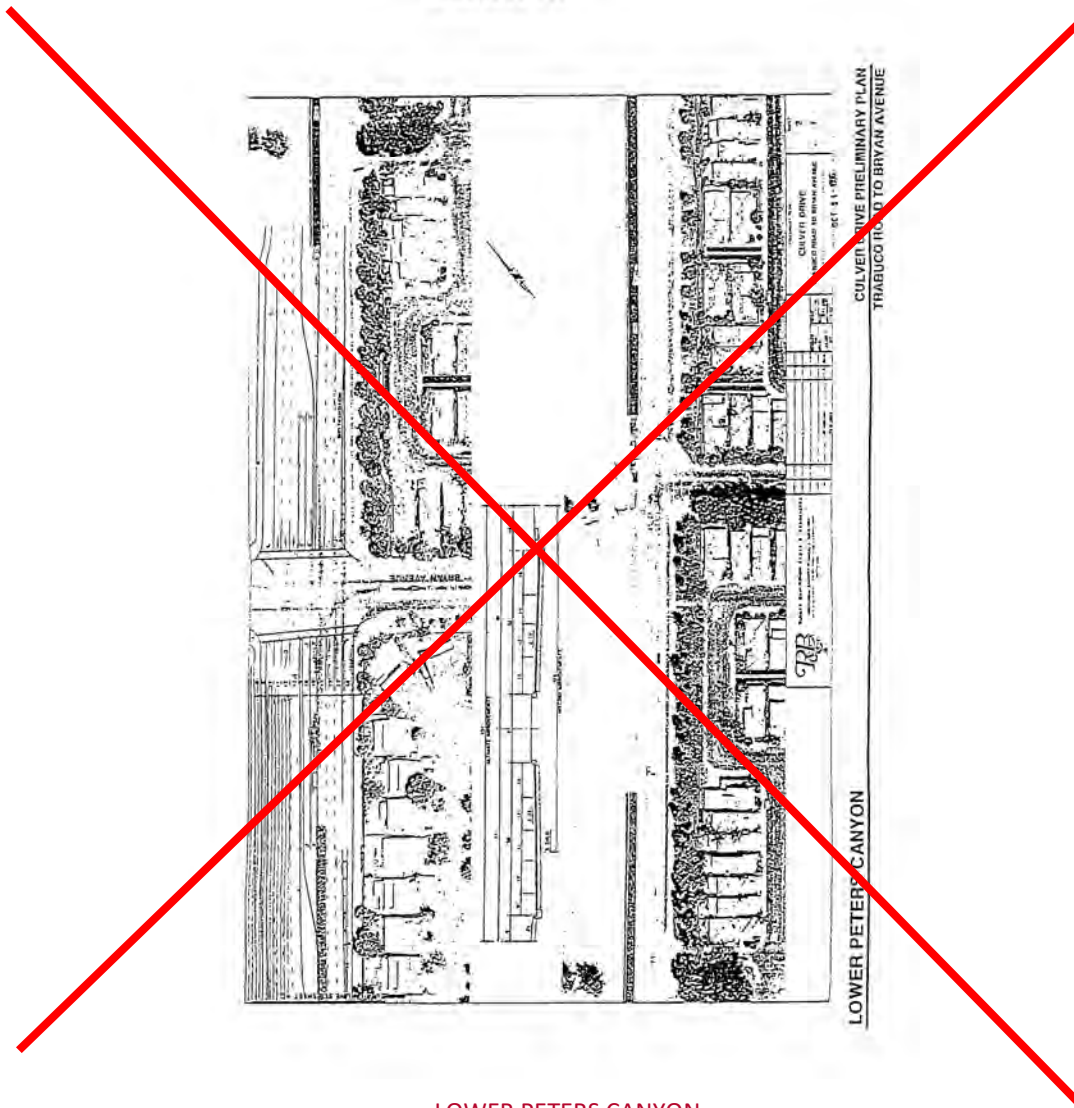


Exhibit 7b



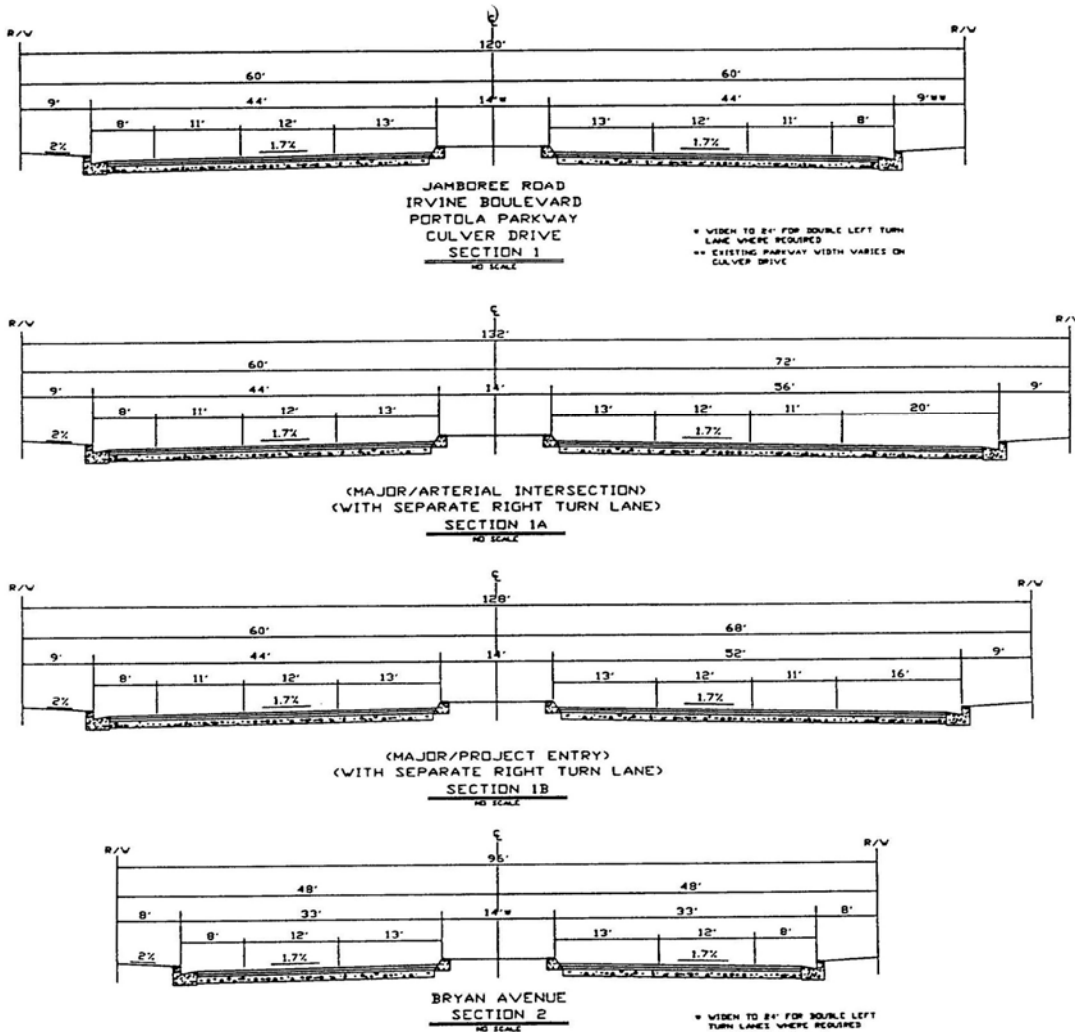
LOWER PETERS CANYON

EXHIBIT 8a. ENGINEERING STANDARDS

	Standard	LPC Standard
1-	Drainage	Storm drains for arterials/collectors, cross gutters elsewhere
2-	Cross slope	1.7%
3-	ADA	City standard acceptable
4-	Median design	City standard acceptable
5-	Use of moisture barriers	City standard acceptable
6-	Cul-de-sac geometrics	County cul-de-sac geometrics
7-	Local depression	City standard acceptable
8-	Structural standards	City standard acceptable
9-	Streetlight spacing	City standard acceptable

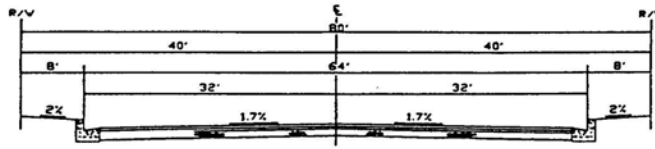
10.	Use of pavers	Pavers allowed in streets
11.	Traffic signal controller	City standard acceptable provided cost differential applies as a credit toward the City ATMS program
12.	Use of catchbasin grates	City standard acceptable
13.	Hydrology/hydraulics	10-year design 25-year at sumps
14.	Street ROW/parkway width	See attached exhibit
15.	Catchbasin spacing	Flow not to exceed top of curb (10-year storm)
16.	Medians	City standard acceptable if City maintains
17.	Sustainability	City standard acceptable on arterials only

EXHIBIT 8b

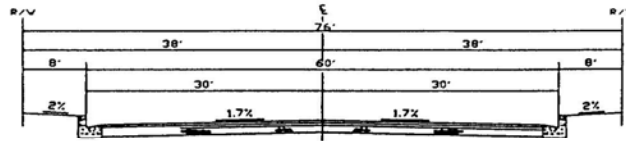


LOWER PETERS CANYON STREET RIGHT-OF-WAY PARKING WIDTH

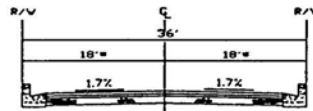
EXHIBIT 8b



EL CAMINO REAL
ETC TO BRYAN AVENUE
SECTION 3
NO SCALE

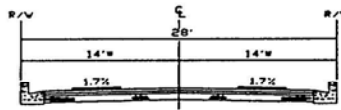


LOCAL ROADWAY
(TRAFFIC VOLUMES GREATER THAN 8,000)
SECTION 4
NO SCALE



LOCAL ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING BOTH SIDES)
SECTION 5
NO SCALE

* DIMENSION INCLUDES ONE FOOT WITH ROLLED CURBS



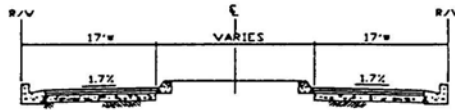
LOCAL ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 6
NO SCALE

* DIMENSION INCLUDES ONE FOOT WITH ROLLED CURBS

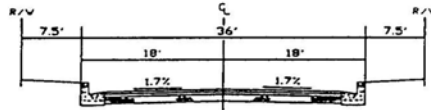
LOWER PETERS CANYON

STREET RIGHT-OF-WAY PARKING WIDTH

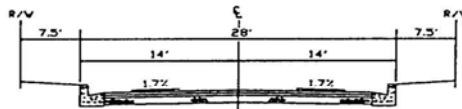
EXHIBIT 8b



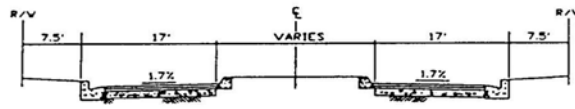
LOCAL ROADWAY WITH MEDIAN
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 7
NO SLOPE
* REDUCE DIMENSION ONE FOOT
WITH ROLLER CURB



LOCAL ENTRY ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING BOTH SIDES)
SECTION 8
NO SLOPE



LOCAL ENTRY ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 9
NO SLOPE



LOCAL ENTRY ROADWAY WITH MEDIAN
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 10
NO SLOPE

LOWER PETERS CANYON STREET RIGHT-OF-WAY PARKING WIDTH
3 OF 3

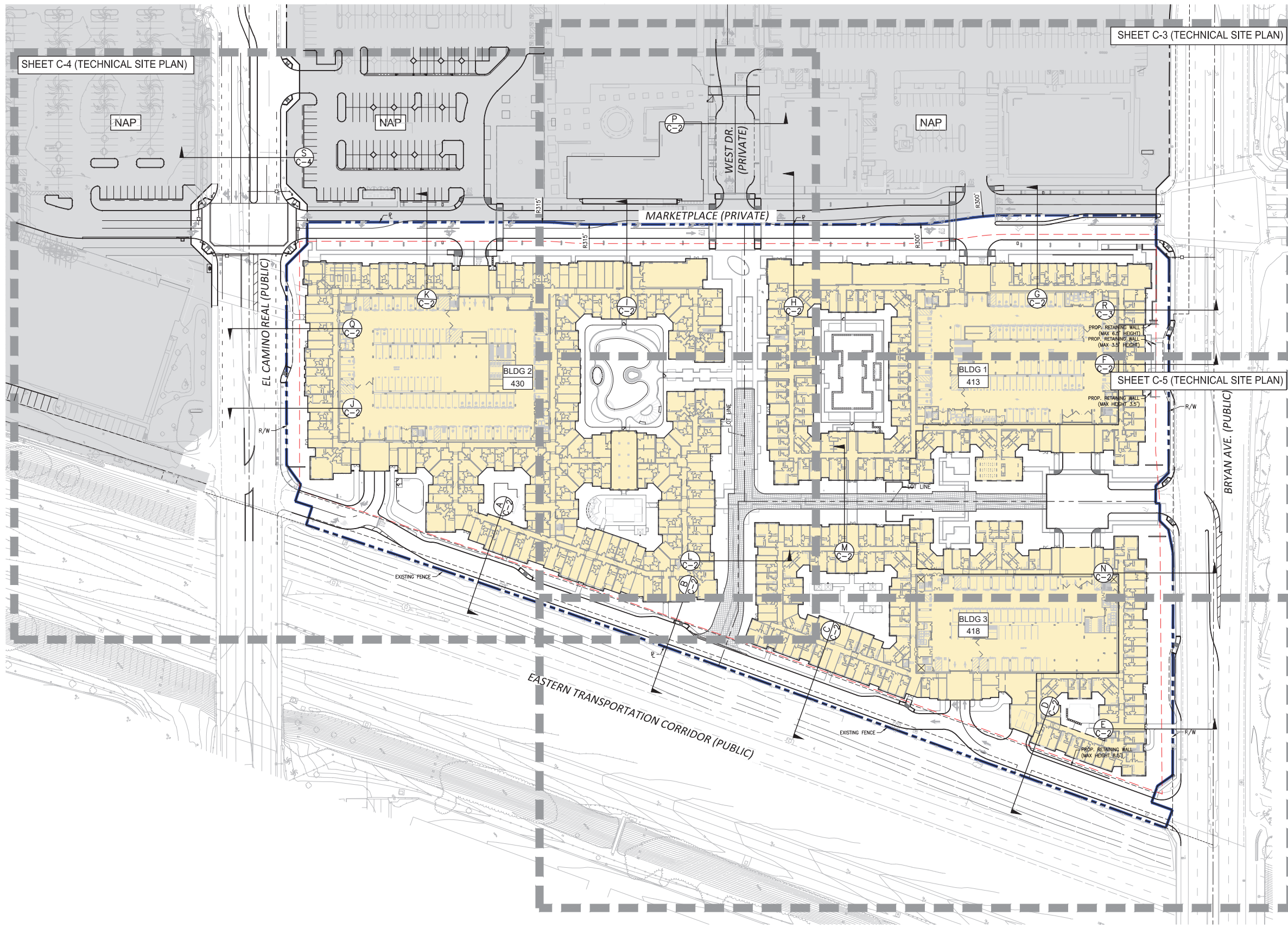
LOWER PETERS CANYON

EXHIBIT 10- DEVELOPMENT PHASING

Phase	Cumulative Dwelling Units	Cumulative Retail Square Feet
0	0	75,000
1	350	150,000
2	1,000	400,000
3	1,700	550,000
4	2,700	650,000

The above phasing plan thresholds satisfy the fiscal phasing requirements for Planning Area 4. No residential dwelling units can be occupied until 75,000 square feet of retail space has been occupied in Planning Area 4. The

~~cumulative number of residential units for which certificates of occupancy may be issued with a phase shall not be exceeded until the corresponding cumulative retail square feet have received certificates of occupancy. For example, no more than 1,000 new dwelling units could be occupied in Area 4 until in excess of 400,000 square feet of retail space have received certificates of occupancy. Certificates of occupancy of 400,001 square feet of retail would allow up to 1,700 dwelling units to be occupied.~~

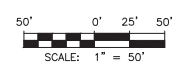


GENERAL NOTES

1. SEE SHEET C-6 FOR WASTE COLLECTION
2. ALL APARTMENT GROUND FLOOR UNITS ARE HANDICAP ACCESSIBLE, ADAPTABLE, AND VISITABLE.
3. PARKING ALLOWED IN DESIGNATED SPACES ONLY.
4. ALL SIDEWALKS, CURB RETURNS, PEDESTRIAN CROSSINGS, AND ACCESS POINTS THROUGHOUT THE PROJECT WILL COMPLY WITH TITLE 24 AND ADA REQUIREMENTS.
5. APPLICANT WILL COMPLY WITH THE 50% WASTE REDUCTION MANDATED BY THE CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT. 50 PERCENT OF THE ON-SITE WASTE COLLECTION BINS ARE TO BE USED EXCLUSIVELY FOR RECYCLING.
6. PROPOSED ZONING: 4.9 REGIONAL COMMERCIAL LPC
7. GENERAL PLAN DESIGNATION: REGIONAL COMMERCIAL
8. ALL SIGNING AND STRIPING WITHIN PUBLIC AND PRIVATE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD), CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND CITY OF IRVINE STANDARDS.
9. DECORATIVE PAVING IN DRIVE AISLES WILL BE DESIGNED TO MEET TRAFFIC LOADING AND THE TEXTURE AND FINISH WILL COMPLY WITH HANDICAP ACCESSIBLE REQUIREMENTS.
10. NEAREST BUS STOPS ARE LOCATED:
 - A) NEAR THE INTERSECTION OF JAMBOREE RD. AND BRYAN AVE. IT IS APPROXIMATELY 220' EAST OF THE JAMBOREE RD. CENTERLINE.
 - B) NEAR THE INTERSECTION OF JAMBOREE RD. AND BRYAN AVE. IT IS APPROXIMATELY 520' EAST OF THE JAMBOREE RD. CENTERLINE.
 - C) NEAR THE INTERSECTION OF JAMBOREE RD. AND BRYAN AVE. IT IS APPROXIMATELY 1130' EAST OF THE JAMBOREE RD. CENTERLINE.
11. ALL PAVED SURFACES, INCLUDED ENHANCED PAVEMENT AREAS, WILL BE DESIGNED TO ACCOMMODATE THE HEIGHT, TURNING RADIUS, AND OTHER OPERATIONAL CONSIDERATIONS RELATED TO TRASH TRUCKS. ALL ROADWAYS DESIGNATED AS FIRE LANES SHALL BE DESIGNED TO ACCOMMODATE THE WEIGHT, TURNING RADIUS, AND OTHER OPERATIONAL CONSIDERATIONS RELATED TO FIRE APPARATUS.
12. EXISTING LAND USE: COMMERCIAL
PROPOSED LAND USE: RESIDENTIAL
13. FOR PARKING REQUIREMENTS, SEE ARCHITECT SHEETS 1A3.0, 2A3.0, 3A3.0
14. FOR BICYCLE AND MOTORCYCLE COUNT, SEE ARCHITECT SHEETS 1A3.0, 2A3.0, 3A3.0
15. PROJECT WILL CONFORM TO 2022 CALIFORNIA BUILDING CODE.
16. DEMOLITION PLAN PER SEPARATE PERMIT.
17. SIGNAGE PLAN PER SEPARATE PERMIT.
18. FOR COMPLETE AREA ANALYSIS, TYPE OF CONSTRUCTION, TYPE OF OCCUPANCY, AND FIRE SPRINKLER, SEE BUILDING CODE COMPLIANCE ANALYSIS ARCHITECT SHEETS 1A 4.0 & 4.1, 2A 4.0, AND 3A 4.0 & 4.1.
19. ALL PROPOSED LEFT TURN POCKETS SHALL BE CONSISTENT WITH FINDINGS IN PROJECT TRAFFIC ANALYSIS.

LEGEND

- TRACT BOUNDARY
- LOT LINE
- EX. RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- SETBACK LINE
- FIRE ACCESS LANE
- BUILDING NUMBER
UNIT COUNT



THE MARKET PLACE

PROJECT #: 2021-377, 2022-395, 2022-396
IRVINE, CA

2023-0308

ARCHITECTS ORANGE
BUILDINGS 1, 2, AND 3

SITE SUMMARY	
TOTAL UNIT COUNT	1,261 du
AVERAGE UNIT SIZE	655 sf
TOTAL SITE AREA	15.520 ac
DENSITY (NET AREA)	81.3 du/ac
RES. PARKING RATIO	1.55
RESIDENTIAL CONSTRUCTION TYPE	TYPE III WRAP
TOTAL LANDSCAPE AREA	676,450 sf
REQUIRED PLANTING AREA (20%)	135,290 sf
PROVIDED PLANTING AREA	158,500 sf

NET RENTABLE RESIDENTIAL AREA*	826,383 sf
WOOD FRAME AREA (GROSS)	1,234,636 sf
WOOD FRAME EFFICIENCY*	66.9%
GARAGE CONCRETE AREA (GROSS)	772,157 sf
GARAGE EFFICIENCY SF/SPACE	394 sf
ON-GRADE CONCRETE SLAB (GROSS)	387,988 sf
TOTAL SITE COVERAGE	57.4%

*Net rentable residential area just includes base square footage of the units
**Comprised of residential units, fitness, mailroom, entry lobbies, and parking structure. See site plan A1.0 for further location information

Note: Sidewalks not included in calculation

UNIT SUMMARY									
UNIT TYPE	TOTAL UNIT COUNT (du)	TOTAL UNIT COUNT BY TYPE	UNIT MIX	UNIT MIX BY TYPE	NET UNIT SIZE (sf)	DECK SIZE (sf)	TOTAL NET RENTABLE (sf)	AVERAGE UNIT SIZE BY TYPE (sf)	TOTAL DECK AREA (sf)
BUILDINGS 1 & 3									
STUDIO (IN LINE)	372	531	29.5%	42.1%	385	0	143,220		
STUDIO (INSIDE CORNER)	159		12.6%		438	0	69,642	401	
1 BED 1 BATH (PASSAGE 2BR IN LINE)	12	12	1.0%	1.0%	588	0	7,056	588	
2 BED 1 BATH (OUTSIDE CORNER)	61		4.8%		844	0	51,484		0
2 BED 2 BATH (IN LINE)	227	288	18.0%	22.8%	865	0	196,355	861	
BUILDING 2									
1 BED 1 BATH (IN LINE)	151		12.0%		644	65	97,244		
1 BED 1 BATH (INSIDE CORNER DEN)	47	251	3.7%	19.9%	763	59	35,861	715	
1 BED 1 BATH (INSIDE CORNER NO DEN)	53		4.2%		873	59	46,269		
2 BED 2 BATH (IN LINE)	138		10.9%		984	62	135,792		
2 BED 2 BATH (OUTSIDE CORNER)	41	179	3.3%	14.2%	1060	56	43,460	1002	
TOTAL	1261	1261	100.0%	100.0%			826,383	655	379,561

PARKING SUMMARY				
UNIT TYPE (BLDG 1 & 3)	NUMBER OF UNITS	REQUIRED CITY STANDARDS		PROVIDED
		RATIO (STALL/UNIT)	STALLS REQ'D	
STUDIO (IN LINE)	372		372	1208
STUDIO (INSIDE CORNER)	159	1	159	
1 BED 1 BATH (PASSAGE 2BR IN LINE)	12		17	
1 BED 1 DEN (OUTSIDE CORNER)	61	1.4	86	
2 BED 2 BATH (IN LINE)	227	1.6	364	
GUEST (831 UNITS)		0.25	208	
TOTAL				1206
UNIT TYPE (BLDG 2)				
1 BED 1 BATH (IN LINE)	151		212	753
1 BED 1 BATH (INSIDE CORNER DEN)	47	1.4	66	
1 BED 1 BATH (INSIDE CORNER NO DEN)	53		75	
2 BED 2 BATH (IN LINE)	138	1.6	221	
2 BED 2 BATH (OUTSIDE CORNER)	41		66	
GUEST (430 UNITS)		0.25	108	
TOTAL				748
TOTAL RESIDENTIAL			1638	
GUEST (1261 UNITS)		0.25	317	
TOTAL PARKING			1955	1961

ACCESSIBLE STALLS				
			REQUIRED	PROVIDED
RESIDENTIAL STALLS	1638	2%	33	33
GUEST STALLS	317	5%	16	16
TOTAL ACCESSIBLE			49	49
ACCESSIBLE VAN PARKING	1 per 6 handicap stalls		9	9

Note: 9 of 49 required stalls are van accessible

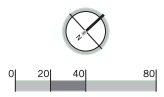
EV STALLS	
	PROVIDED
EV STALLS (40% OF THE PARKING)	782
TYPICAL PARKING STALLS (REMAINING 60% OF PARKING)	1179
TOTAL PARKING STALLS	1961

Note: EV stalls are a part of total required stalls

MOTORCYCLE PARKING			
		STALLS REQUIRED	STALLS PROVIDED
MOTORCYCLE PARKING	(1:100 OF THE PARKING)	20	32

CASE # 00882754-PMP

A1.2



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attention: City Clerk

(Space Above this Line is for Recorders' Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine under the authority of Government Code § 65868.5 requiring recordation by the County recorder and is exempt from the payment of a recording fee pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT

Pursuant to Government Code §§ 65864-65869.5

by and among

CITY OF IRVINE

and

IRVINE MARKET PLACE II LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this ___ day of _____, 2023, by and among the CITY OF IRVINE, a California municipal corporation (the “**City**”), and IRVINE MARKET PLACE II LLC, a Delaware limited liability company (“**Landowner**”). The City and Landowner are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to such terms in Section 1 of this Agreement.

B. Landowner owns the real property, which is approximately 15.5 acres of land, located within the boundaries of the City, more specifically described in Exhibit A to this Agreement (the “**Property**”).

C. The City adopted a General Plan amendment, zone change, master plan and tentative parcel map, which are more specifically described in the “**Development Plan**” set forth in Exhibit B to this Agreement. Landowner intends to develop the Property in accordance with the Development Plan. Landowner’s planned development of the Property under the Development Plan is referred to as the “**Project**”.

D. On March 14, 2023, Landowner (or an affiliate of Landowner on Landowner’s behalf) and the City entered into that certain Memorandum of Understanding Regarding Affordable Housing and Related Matters Between the City of Irvine and Irvine Company (“**MOU**”), which provides in part for a comprehensive master planning approach for future Landowner development projects, such as the Project, including related affordable housing requirements. For reference purposes only, and not for purposes of adding any additional rights or obligations under this Agreement, the MOU is attached hereto as Exhibit F and incorporated herein by this reference.

E. In connection with the affordable housing requirements under the MOU, it is the intent of the Parties that the Affordable Housing Provisions in Section 6 below shall, throughout the Term of this Agreement, be applicable to the Property for the applicable terms as set forth therein. The Parties intend that no further affordable housing obligations shall be required to satisfy the affordable housing requirements applicable to the Project.

F. Pursuant to the MOU, Landowner (or an affiliate of Landowner) will convey to the City or its designated land trust 4.69 acres of land known as the Technology Drive site, as more particularly described in the MOU. Landowner (or an affiliate of Landowner) also will extinguish 92 existing Low Income housing credits in connection with its conveyance of the Technology Drive site, as more specifically discussed in the MOU. With the conveyance of the Technology Drive site and extinguishment of the existing Low Income housing credits, City and Landowner have agreed that the Project has satisfied the requirements under Sections 4.4.1.ii and 4.4.1.iii of the MOU with respect to the amount of Very Low Income housing units and Low Income housing units required by those Sections of the MOU.

G. In light of the nature of the development projects, as an incentive under the State Density Bonus Law, and City's determination that it does not anticipate a need to construct new community-level sports parks, the MOU provides that enumerated development projects, including the Project, will be exempt from the park dedication requirements of Section 5-5-1004 of the Irvine Municipal Code ("**Park Dedication Requirements**").

H. In addition to the incentive set forth in the above Recital, the Project will include the additional bonus units, incentives, concessions, and/or waivers pursuant to the State Density Bonus Law and the Density Bonus Housing Agreement as further set forth in the Affordable Housing Summary (defined below).

I. The MOU further provides that, in consideration for the understandings set forth in the MOU, Landowner will pay a public benefit payment that will be used by the City for municipal purposes determined in the City's sole discretion.

J. The MOU further provides that the City will process development agreements securing vested development rights and the terms necessary to implement the MOU. The City has determined that the terms of the MOU and this Agreement satisfy the Affordable Housing Ordinance and the Parks Code and substantially advance the goals of the City's Housing Element. This Agreement provides Landowner with the financial and legal assurances needed to proceed with the development of the Project.

K. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, Section 65864, *et. seq.*, of the California Government Code. The Development Agreement Statute authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property and to provide for the development of such property and to vest certain development rights therein. Pursuant to the authorization set forth in the Development Agreement Statute, the City adopted Resolution No. 82-68 on July 13, 1982, establishing procedures for the consideration and approval of development agreements.

L. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute. This Agreement eliminates uncertainty in planning for and secures the orderly development of the Project; ensures a desirable and functional community environment; provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project; assures attainment of the maximum effective utilization of resources within the City; and provides the City and its residents the significant public benefits, thereby achieving the goals and purposes of the Development Agreement Statute. In exchange for these public benefits, Landowner desires to receive the assurance that it may proceed with development of the Property in accordance with the terms and conditions of this Agreement, the Existing Land Use Regulations, and the Development Plan, which are all described in further detail below.

M. The City has determined that the Project is consistent with the goals and policies of the City's General Plan and imposes appropriate standards and requirements with respect to the development of the Property in order to maintain the overall quality of life and the environment

within the City. The City has further determined that this Agreement is in the best public interest of the City and its residents and that adopting this Agreement constitutes a present exercise of its police power. The Project is within the scope of the project covered by the certified Lower Peters Canyon Specific Plan Final Environmental Impact Report (SCH No. 94041030) (the “**Final EIR**”). Prior to its approval of this Agreement, the City, pursuant to CEQA, prepared an addendum to the certified Final EIR and completed its environmental review of the Project. The Parties acknowledge that the Final EIR and addendum has been prepared for the development of the Property and the adoption of the Development Plan for the Property. The Parties acknowledge that the Final EIR and addendum concludes and the City has found in connection with its approval of this Agreement based on the Final EIR and addendum, that subject to incorporation and implementation of the mitigation measures and project design features adopted as part of the approval of the Development Plan, as well as existing plans, programs, and policies, there is no current deficiency or pending deficiency in any municipal services or facilities (including without limitation sewer, solid waste disposal, drainage, flood control, water supply, street, police, fire, and similar infrastructure and municipal services) required for the development of the Property.

N. On _____, 2023, the Planning Commission of the City held a public hearing on this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved. On _____, 2023, the City Council also held a public hearing on this Agreement, considered the Planning Commission’s recommendations, and found that this Agreement is consistent with the City’s General Plan.

O. In accordance with the Development Agreement Statute, the City Development Agreement Regulations, and applicable law, on ___ the City Council adopted Ordinance No. __, finding this Agreement consistent with the City’s General Plan and approving this Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Landowner hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

“**Affordable Housing Ordinance**” shall mean the comprehensive program for the provision of affordable housing as set forth in Chapter 2-3 of the City of Irvine Zoning Ordinance.

“**Affordable Housing Provisions**” shall mean the provisions set forth in Section 6 below.

“**Affordable Housing Summary**” shall mean the summary of affordable units provided in the Project as attached as Exhibit D hereto.

“**Affordable Units**” shall mean the residential units to be rented by Landowner (or such other owner with respect to Affordable Units not within the Project) to Very Low Income, Low Income, or Moderate Income households at affordable rents in accordance with this Agreement and the Density Bonus Housing Agreement.

“**Agreement**” shall mean this Development Agreement by and between the City and Landowner.

“**Annual Review**” shall have the meaning ascribed in Section 10.1 of this Agreement.

“**Area Median Income**” shall mean the Orange County area median income as published periodically by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation based on the median household income as annually established by the United States Department of Housing and Urban Development.

“**City**” shall have the meaning ascribed in the introductory paragraph to this Agreement.

“**City Council**” shall mean the governing body of the City.

“**City Development Agreement Regulations**” shall mean the regulations establishing procedures and requirements for the consideration of development agreements set forth in the City’s Resolution No. 82-68 adopted by the City Council on July 13, 1982, as the same may be amended from time to time.

“**Defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“**Density Bonus Housing Agreement**” shall mean that certain Density Bonus Housing Agreement between City and Landowner in the form mutually approved by City and Landowner.

“**Development Agreement Statute**” refers to Sections 65864 through 65869.5 of the California Government Code, as the same may be amended from time to time.

“**Development Fees**” shall mean the monetary consideration charged by the City in connection with a development project, including the Project, for the purpose of defraying all or a portion of the cost of mitigating the project impacts and funding development of the public facilities related to the development of the Project. Development Fees shall not include: (i) the City’s normal fees established by Resolution No. _____ for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection, and similar fees imposed to recover the City’s costs associated with processing, reviewing, and inspecting applications, plans, specifications, etc.; or (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, whether or not such fees are collected by the City.

“**Development Plan**” shall mean the Project as set forth in Exhibit B to this Agreement.

“**Effective Date**” shall mean the date that is the later of: (i) the date that the ordinance approving this Agreement becomes effective, or (ii) the date that this Agreement is executed by the City and Landowner and recorded in the Official Records of Orange County, California.

“**Existing Land Use Regulations**” shall mean the City’s General Plan, Zoning Ordinance, and all other ordinances, resolutions, rules, policies, and regulations adopted or utilized

by the City for the processing of development projects, which govern development and use of the Property in effect on the Effective Date of this Agreement, including without limitation: (i) the permitted uses of the Property; (ii) the density and intensity of use, maximum height, size and setback requirements of proposed buildings; (iii) provisions for the reservation and dedication of land for public purposes including, without limitation, for park purposes; (iv) traffic study guidelines; (v) Development Fee requirements; (vi) requirements for the provision of affordable housing and the regulation of rents or sale prices for housing; and (vii) subject to the last sentence in this paragraph, construction standards and specifications, all as set forth in Exhibit C to this Agreement. If Landowner, in its sole and absolute discretion, consents in writing to amendments or changes to these documents adopted by the City or voter initiative after the Effective Date of this Agreement, then those amendments or changes shall be considered to be part of the “Existing Land Use Regulations” for purposes of this Agreement. If such amendments or changes are made, then the City and Landowner shall prepare a revised Exhibit C which reflects such amendments or changes, which revised Exhibit C shall be approved by the City Manager, and the City Manager is authorized hereby to replace Exhibit C with such approved revised exhibit. The term “Existing Land Use Regulations” does not include the Uniform Codes pertaining to construction adopted for general application in the City.

“**General Plan**” shall mean the City of Irvine General Plan, as it exists on the Effective Date of this Agreement, which expressly includes General Plan Amendment _____, and as it may further be amended by the City from time to time and applicable to the Property pursuant to Section 4.6 of this Agreement.

“**Landowner**” shall mean Irvine Market Place II LLC, a Delaware limited liability company.

“**Landowner Affiliate**” shall mean The Irvine Company LLC, Irvine Management Company or any person or entity controlling, controlled by, or under common control with either such entity.

“**Low Income**” shall mean persons or households earning between 51 percent and 80 percent of the Area Median Income, adjusted for household size.

“**Market Rate Units**” shall mean residential units within the Project to be rented by Landowner without restriction to income levels or rental rate.

“**Moderate Income**” shall mean persons or households earning between 81 percent to 120 percent of the Area Median Income, adjusted for household size.

“**Mortgage**” shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

“**Mortgagee**” shall mean the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

“**Non-defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“**Non-Density Bonus Units**” shall mean the base residential units permitted pursuant to the Project’s Development Plan.

“**Park Dedication Requirements**” shall have the meaning ascribed to it in Recital G of this Agreement.

“**Project**” shall mean the development of the Property under the Development Plan pursuant to this Agreement and the Existing Land Use Regulations.

“**Property**” shall have the meaning ascribed to it in Recital B of this Agreement.

“**Regulatory Agreement(s)**” shall mean that certain or those certain Regulatory Agreement(s) in a form mutually approved by City and Landowner, applicable to the Project.

“**State Density Bonus Law**” shall mean California Government Code Section 65915-65918, as the same may be amended from time to time.

“**Term**” shall mean the period of time during which this Agreement shall be in effect and bind the Parties and their respective successors and assigns, as set forth in Section 2 of this Agreement.

“**Third Party Challenge**” shall have the meaning ascribed to it in Section 14 of this Agreement.

“**Very Low Income**” shall mean persons or households earning between 31 percent and 50 percent of the Area Median Income, adjusted for family size.

2. TERM.

2.1 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date of this Agreement and shall continue thereafter for a period of 15 years, as may be extended, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties. Upon the request of Landowner, including, without limitation, in the event of any enactments pursuant to Section 4.10 of this Agreement or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement or from any actions pursuant to Section 9, or from any litigation related to the Project, the Development Plan, the Property, this Agreement, or the Density Bonus Housing Agreement, the City Manager and/or his or her designee may approve an extension of the Term, which approval may not be unreasonably withheld, delayed or conditioned, and in which event the City Manager shall be authorized to document the extension.

2.2 Execution of Agreement. After the City executes this Agreement, Landowner shall have thirty (30) days after the City’s delivery of an executed copy of this Agreement to execute and return two originally executed counterparts to the City Attorney and the City Clerk. If Landowner does not provide the City its original executed counterpart of this Agreement before the thirty (30) days expires, this Agreement shall not be recorded against the Property and this Agreement shall be deemed null and void and have no force or effect.

3. PROJECT SPECIFIC PROVISIONS.

Not applicable.

4. DEVELOPMENT OF PROPERTY.

4.1 Applicable Regulations; Vested Right to Develop. Other than as expressly set forth herein, during the Term of this Agreement, the terms and conditions of development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and the provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Development Plan and the Existing Land Use Regulations. Subject to the terms and conditions of this Agreement, Landowner shall have the vested right to carry out and develop the Project on the Property in accordance with the Development Plan and the Existing Land Use Regulations.

4.2 Processing of Applications and Permits. Upon satisfactory completion by Landowner of all required preliminary actions and payment of appropriate processing fees, if any, the City shall proceed to process and check all applications for the Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. Landowner acknowledges that normal and reasonable time periods will be required for the City's processing of any applications for development, and that such time periods, to the extent consistent with State law, will not violate this Agreement.

4.3 Subsequent Discretionary Actions. To the extent that the Development Plan provides for the City to process and consider subsequent discretionary actions and permits under the terms of the Existing Land Use Regulations, then the City acknowledges pursuant to Government Code Section 65865.2 that the conditions, terms, restrictions, and requirements for any subsequent discretionary actions or permits shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement. City agrees that any future development approvals for the Property will be consistent with the Development Plan, Existing Land Use Regulations and this Agreement. In processing Landowner's application for subsequent discretionary actions or permits, the City acknowledges that it shall use the Affordable Housing Provisions, and waive the Park Dedication Requirements pursuant to the State Density Bonus Law as provided in Section 7, as set forth in this Agreement for the development of the Property, and that such requirements and waiver supersede any City ordinances, regulations, policies and guidelines which would otherwise be applicable to the Property regarding affordable housing and park dedication and improvement requirements, including the Affordable Housing Ordinance and Park Dedication Requirements, and any ordinances or regulations adopted by the City after the Effective Date of this Agreement that regulate the economic terms that any housing may be offered for rent or for sale by Landowner or the provision of parkland in connection with the Project. Any subsequent discretionary actions or permits, including without limitation general plan amendments, zone changes, or parcel or tract maps, shall upon approval by the City be vested

in the same manner as provided in this Agreement for the Existing Land Use Regulations and Development Plan.

4.4 Subdivision Maps. The City agrees that Landowner may file and process tentative subdivision maps for any or all of the Property in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of the City's subdivision ordinance (excluding the Park Dedication Requirements except as required by the Density Bonus Housing Agreement), as the same may be amended from time to time. If final maps are not recorded for the entire Property before such tentative map(s) would otherwise expire, the term of such tentative map(s) automatically shall be extended for the Term of this Agreement. Pursuant to Government Code Section 65867.5(c), any tentative map prepared for the Property subject to Government Code Section 66473.7 shall comply with the provisions of Government Code Section 66473.7 (related to water supplies for residential subdivisions over five hundred (500) units) as enacted as of the Effective Date of this Agreement. City acknowledges that the Project is only a portion of the Property described in Exhibit A to this Agreement, and that Landowner is processing Tentative Parcel Map No. 2022-162 in order to subdivide the Property into four (4) parcels, with the Project only being within three (3) of such future parcels. Upon recordation of the parcel map for the Project, City and Landowner will amend this Agreement to revise the description of the Property in Exhibit A to this Agreement to limit the Property to the Project area, and release the remaining portion of the Property from this Agreement that is not part of the Project area. The City Manager and/or his or her designee is authorized to approve and execute such amendment on behalf of the City.

4.5 Other Governmental Permits. Provided that Landowner pays the reasonable cost of such cooperation, the City shall cooperate with Landowner in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over such portion of the Property for which such permit or approval is sought, as long as such permits and approvals are consistent with the City's approvals for the Property and with applicable regulatory requirements. The City does not warrant or represent that any other governmental or quasi- governmental permits or approvals will be granted.

4.6 Subsequent Changes in General Plan Amendments, Zoning and Other Regulatory Actions. Changes in General Plan amendments, zoning, and other regulatory actions, including without limitation the Affordable Housing Ordinance or the Park Dedication Requirements, that may be adopted after the date of this Agreement will not become effective for the Property or any portion of the Property unless consented to in writing by Landowner, or by its successors-in-interest to the portion of the Property affected by such changes. Landowner shall have sole and absolute discretion to accept or reject any changes. If Landowner or its successors-in-interest for the portion of the Property affected by such changes consent in writing to the changes, then they shall be effective and considered as part of the Existing Land Use Regulations and Development Plan, under the terms of this Agreement, including without limitation the provision regarding vested rights in Section 4.1 of this Agreement.

4.7 Assurances to Landowner. The Parties acknowledge that the public benefits to be provided by Landowner to the City pursuant to this Agreement are in consideration for and reliance upon assurances that the City will permit development of the Property in accordance with the terms of this Agreement. The Parties further acknowledge that the Development Plan, with certain

specific exceptions described within the regulations in the Development Plan, provides Landowner with the flexibility to regulate the rate and timing of its development of the Property unilaterally, and that any future regulations which purport to regulate the rate and timing of development would conflict with the Development Plan. The City acknowledges that Landowner cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of the City or Landowner. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Landowner shall have the vested right to develop the Property in such order and at such rate and at such time as Landowner deems appropriate within the exercise of Landowner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date of this Agreement by the City's electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent such moratorium, initiative, referendum or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Landowner acknowledges and agrees that nothing herein is intended nor shall be construed as overriding any provision of the Development Plan relating to the rate or timing of development of the Project.

4.8 Changes in Mitigation Requirements. The City (by the City Manager and/or his or her designee) and Landowner may at any time mutually agree on changes to the mitigation requirements or project design features of the Project without amending this Agreement, provided that the Parties comply with all other applicable laws and processes relating to such change or changes.

4.9 Project Trips and Land Uses.

4.9.1 Incorporation of Project Trips in the City Traffic Model. The Parties acknowledge that the Final EIR and addendum contain a detailed traffic study which analyzes the future traffic that will be generated by the Project ("Project Trips"), and which describes the extent to which such future Project Trips will utilize the capacity of existing and planned future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections in the City and the surrounding area ("Roadway Capacity Utilization"). The City agrees that it will incorporate the Project as part of the City's current traffic model and future traffic model updates, and the City will include these same items in future traffic studies which it may prepare regarding future development or roadway planning projects.

4.9.2 Reservation of Roadway Capacity Utilization by City. The City agrees that Landowner has, through the construction of existing roadways in the City and the construction of improvements specified in the project design features, conditions of approval, and mitigation measures adopted as part of the Development Plan, fully mitigated for the impacts of the Project Trips of the Development Plan, except as specifically noted in the Final EIR and addendum and the findings adopted by the City. The City also agrees that as part of the approval of future tentative subdivision maps or subsequent discretionary actions and permits for the approved Development Plan, it will not require Landowner to provide, construct, fully fund or fair-share fund additional roadway right-of-way, capacity, or improvements.

4.9.3 Future Unanticipated Traffic from Additional Development and Unanticipated Changes in Roadways. The Final EIR and addendum's traffic study includes all of the anticipated traffic from existing and anticipated and planned future development, including development which is authorized by the general plans and zoning adopted by the City and other jurisdictions. The Parties acknowledge that in the future it is possible that unanticipated new projects and changes in approved development could generate new traffic not included in the Final EIR and addendum's traffic study, which could result in an unanticipated significant adverse impact caused by those projects. The Parties also acknowledge that future unanticipated traffic or traffic congestion could be generated by: (i) unanticipated development projects or growth that was not analyzed in the Final EIR and addendum's traffic study or (ii) unanticipated modifications made to planned existing or future roadway improvements (future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections), i.e., modifications that were not assumed in the Final EIR and addendum traffic study. Mitigation for such unanticipated traffic or traffic congestion is the responsibility of those other projects, and not the responsibility of Landowner as part of the implementation and construction of the Development Plan. The Parties also acknowledge that, as a result, in this situation the Project would not be contributing to any cumulative significant adverse impact as defined under the California Environmental Quality Act ("CEQA"), because the Project's contribution has already been fully mitigated, and such new adverse traffic impact would be completely caused by such unanticipated traffic, and there would be no relationship or nexus between the Development Plan and any other further traffic mitigation or traffic improvements beyond those provided for in Project, the Development Plan, or the Final EIR and addendum.

4.9.4 Future Changes in City Traffic Impacts. Nothing in this Agreement shall limit the City from changing its traffic level of service or other traffic impact standards under the General Plan, zoning, and other regulations, provided that these new standards do not: (i) serve as a basis for disapproving, delaying, reducing, or otherwise restricting development of the Property otherwise authorized by the Development Plan; or (ii) result in conditions dangerous to health and safety as defined in Section 4.10.3.

4.9.5 Additional Mitigation Measures. The Parties agree that in the event that there is future unanticipated traffic from additional unanticipated development (other than the proposed Project), and unanticipated changes in roadways under Section

4.9.2 and/or future unanticipated changes in traffic generation rates or other changed conditions under Section 4.9.3, the City has the authority to approve, subject to Section 4.3 the subsequent discretionary approvals under the Development Plan for the Property without imposing, either upon the City or upon Landowner, additional mitigation measures, conditions, or requirements relating to traffic circulation. However, if there were litigation challenging such subsequent discretionary approvals in the future that results in a final, non-appealable judgment which determines that Section 4.9.1, 4.9.2, or 4.9.3 is invalid, then the City may adopt additional mitigation measures, with Landowner's consent and at no cost to the City, as necessary to comply with the court's judgment. In such situation, if the Parties fail to reach agreement as to effective and acceptable additional mitigation measures, then the City shall be under no obligation under this Agreement to issue a subsequent discretionary approval that conflicts with the court's judgment.

4.10 Reserved Powers.

4.10.1 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies adopted or approved after the Effective Date of this Agreement pursuant to procedures provided by law that do not conflict with the Development Plan, the Existing Land Use Regulations or the provisions of this Agreement shall apply to and govern development of the Property. The Parties understand and agree that, without limitation, and to the maximum extent allowed under applicable law, any future City regulations, whether adopted by City council action or voter initiative or otherwise, which increase the cost of development, reduce the density or intensity of the Project, or limit the rate, timing or sequencing of development of the Property, or otherwise restrict the permitted uses, density, improvements and construction shall be deemed inconsistent with this Agreement and shall not be applicable to the development of the Property, unless Landowner expressly consents thereto.

4.10.2 Overriding State and Federal Laws and Regulations. State and federal laws and regulations that override Landowner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies which are necessary to enable the City to comply with such overriding State and federal laws and regulations; provided, however, that: (i) Landowner does not waive its right to challenge or contest the validity of any such State, federal, or local laws, regulations or official policies; and (ii) in the event that any such State or federal law or regulation (or City ordinance, resolution, regulation, or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such State or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect to such an approval.

4.10.3 Public Health and Safety. Any City ordinance, resolution, regulation, or official policy, which is necessary to protect persons on the Property or in

the immediate community, or both, from conditions dangerous to their health, safety, or both, notwithstanding that the application of such ordinance, resolution, regulation, or official policy would result in the impairment of Landowner's vested rights under this Agreement, shall apply to the Property. City shall reasonably consider application and construction of any such ordinance, resolution, regulation, or official policy consistent with this Agreement so as to provide Landowner with the rights and assurances provided to it in this Agreement.

4.10.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property. As used herein, the term "**Uniform Construction Codes**" collectively refers to the XXXX¹ California Building Codes; the XXXX California Electric Code; the XXXX California Plumbing Code; the XXXX California Mechanical Code; the XXXX Uniform Solar Energy Code; the XXXX Uniform Swimming Pool, Spa and Hot Tub Code; the XXXX Uniform Housing Code; the Uniform Administrative Code, XXXX Edition; and the XXXX California Fire Code (including amendments by the Orange County Fire Authority), as modified and amended by official action of the City, and any modifications or amendments to any such Code adopted in the future by the City.

4.10.5 Police Power. In all respects not provided for in this Agreement, the City shall retain full rights to exercise its police power to regulate the development of the Property, and any uses or developments requiring a site plan, tentative tract map, conditional use permit, variance, or other discretionary action or permit pursuant to Existing Land Use Regulations shall require a permit or approval pursuant to this Agreement and consistent with the Development Agreement Statute. This Agreement is not intended to grant Landowner a right to the issuance of such permit or approval nor to restrict the City's exercise of discretion provided for in Section 4.3 of this Agreement.

4.11 Electrification. As plans for delivery of needed housing progress, consideration will be given to evolving sustainability objectives including reduction of the use of natural gas and more specifically, new multi-family structures having all-electric appliances, rooftop solar generation, and electric heating and air conditioning.

5. FEES.

5.1 Development Fees. During the Term of this Agreement, the City shall not levy or require with respect to development of the Property any site-specific Development Fees (i.e., Development Fees that are not of general application, are expressly or effectively imposed only on the Property, or are not adopted by ordinance on a City-wide basis) except those set forth in the Development Plan, and those in effect on the Effective Date of this Agreement. It is understood that the preceding limitation on the City's imposition of Development Fees shall not limit the City from levying against the Property additional Development Fees to the extent such Development Fees have been established in an ordinance which was adopted by the City on a City-wide basis, and are applicable to all new development within the City. Without limiting the generality of the foregoing, the City shall not, subsequent to the Effective Date of this Agreement, impose any new

¹ Date of applicable year to be inserted

fee or requirement upon the Project for the purpose of raising revenue for the provision of affordable housing not otherwise set forth in this Agreement.

5.2 Other Fees and Charges. Except as specifically set forth in Section 5.1 of this Agreement, nothing set forth in this Agreement is intended or shall be construed to limit or restrict the City's authority to impose new fees, charges, assessments, or taxes for the development of the Property or to increase any existing fees, charges, assessments, or taxes, and nothing set forth herein is intended or shall be construed to limit or restrict whatever right Landowner might otherwise have to challenge any fee, charge, assessment, or tax either not set forth in this Agreement or not in effect on the Effective Date of this Agreement. In connection therewith, Landowner shall comply with and timely pay all applicable fees, charges, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California, including without limitation school impact fees in accordance with Government Code Sections 65995, *et seq.*

6. AFFORDABLE HOUSING PROVISIONS. This Section 6 fulfills the affordable housing requirements of the affordable housing regulations of the Existing Land Use Regulations. Accordingly, the Project shall comply with the affordable housing requirements set forth in this Section.

6.1 Affordability Levels, Location, and Duration. The Project shall provide for the development of the following Affordable Units:

6.1.1 Very Low Income - Onsite: Five percent (5%) of the Project's Non-Density Bonus Units shall be affordable as rental units to Very Low Income households.

(i) These units shall be provided at the Property.

(ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.2 Moderate Income – Onsite: Ten percent (10%) of the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

(i) These units shall be provided at the Property.

(ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.3 Moderate Income – Onsite or Offsite: Five percent (5%) the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

(i) These units may be provided (a) at the Property, (b) new construction off the Property, including but not limited to the other properties identified in the MOU, or (c) at City's

reasonable discretion, subject to Landowner's approval of the location, through the extension of the period of affordability for existing, expiring affordable units at other properties.

(ii) The period of affordability of the units provided pursuant to Section 6.1.3(i)(a) and (b) shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household. The period of affordability for units provided pursuant to Section 6.1.3(i)(c) shall be seventy-five (75) years after the expiration of the existing applicable income-restrictions on such units.

6.2 Distribution and Size of Units. When the Affordable Units are provided at the Property, the Affordable Units shall be reasonably dispersed throughout the Property. The proportional mix of the number of bedrooms per Affordable Unit shall be generally consistent with the bedroom mix of the Market Rate Units of the Project; provided, however, that the Project may provide a larger proportion of Affordable Units with a higher bedroom count as compared to the Market Rate Units. Architectural design and building materials for the Affordable Units must be similar to and compatible with other units within the Property. Prior to Landowner marketing the Affordable Units, and as often as reasonably requested by the City, Landowner shall provide the City's Director of Community Development or designee with the number, location and other required specifications of the Affordable Units to be located on the Property which shall conform to the Affordable Housing Summary.

6.3 Monitoring. As part of the Annual Review pursuant to Section 10 of this Agreement, Landowner shall provide City with an annual report detailing compliance with this Section 6.

6.4 Affordable Housing Plan. The provisions of this Agreement, the Density Bonus Housing Agreement, the MOU, and the Regulatory Agreement shall constitute the affordable housing plan for the Project and satisfy the affordable housing plan requirements of the Affordable Housing Ordinance.

7. DENSITY BONUS HOUSING AND WAIVER OF PARKLAND REQUIREMENTS. Pursuant to Section 2-3-10 of the Affordable Housing Ordinance and the State Density Bonus Law, concurrently herewith the Parties have entered into the Density Bonus Housing Agreement. Based on the affordable housing requirements in this Agreement and as an incentive under the State Density Bonus Law for the density bonus units provided under the Density Bonus Housing Agreement, the City (i) has determined that waiving City parkland requirements, including the Park Dedication Requirements would result in identifiable and actual cost reductions for the Project, to provide for affordable housing costs, for the Project and (ii) and, pursuant to the Density Bonus Housing Agreement, has waived any requirements for the Project to comply with the Park Dedication Requirements. The Project shall provide on-site recreation amenities as set forth in Exhibit E attached hereto.

8. PUBLIC BENEFIT PAYMENT. No later than the issuance of building permits for the Project residential units, Landowner shall pay to City a public benefit payment ("**Public Benefit Payment**") equal to \$14,500.00 per residential unit (the "**Public Benefit Rate**"), as may be adjusted as provided herein. The Public Benefit Rate shall be adjusted annually commencing on January 1, 2025 based on a calculation of the change in the Engineering News-Record (ENR)

Construction Cost Index (CCI) between January 1, 2024 and the January of the year in which the fee is paid; provided, however that the Public Benefit Rate shall not be less than \$14,500.00 per residential unit. The Public Benefit Payment may be used at the sole discretion of the City for municipal purposes.

9. DEFAULT, REMEDIES AND TERMINATION.

9.1 Mutually Dependent Obligations. The obligations of the City and Landowner under this Agreement are mutually dependent. If either Party fails to perform its obligations under this Agreement, the other Party may suspend or terminate performance of its own obligations, after giving notice and an opportunity to cure as provided for in this Agreement.

9.2 Notice and Opportunity to Cure. Before this Agreement may be terminated or action may be taken to obtain judicial relief consistent with this Agreement, the Party seeking relief (the “**Non-defaulting Party**”) shall comply with the notice and cure provisions of this Section 10.2. A Non-defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures set forth below for any failure or breach of any other Party (the “**Defaulting Party**”) to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement. However, the Non-defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Non-defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “default” of its obligations set forth in this Agreement if the Defaulting Party has failed to take action and cured the default within ten (10) days after the date of such notice (for monetary defaults), within thirty (30) days after the date of such notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary default cannot be cured within such thirty (30) day period, but can be cured within one hundred eighty (180) days after the date of such notice, as long as the Defaulting Party does each of the following:

- (i) notifies the Non-defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (ii) notifies the Non-defaulting Party of the Defaulting Party’s proposed course of action to cure the default;
- (iii) promptly commences to cure the default within the thirty (30) day period;
- (iv) makes periodic reports to the Non-defaulting Party as to the progress of the program of cure; and
- (v) diligently prosecutes such cure to completion within one hundred eighty (180) days from notice of default,

then the Defaulting Party shall not be deemed in breach of this Agreement. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default of its obligations set forth in this Agreement if said breach or failure involves the payment of money but the Defaulting Party has failed to completely cure said monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

9.3 Default Remedies. Subject to Section 9.4, in the event of a default, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. Furthermore, the City, in addition to or as an alternative to exercising the remedies set forth in this section, in the event of a material default by Landowner, may give notice of its intent to terminate or modify this Agreement pursuant to the City Development Agreement Regulations and/or the Development Agreement Statute, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City Development Agreement Regulations or the Development Agreement Statute.

9.4 Exclusive Remedy. The Parties acknowledge that they would not have entered into this Agreement if either Party were to be liable for damages under or with respect to this Agreement or the Development Plan, except as provided in this section. Accordingly, Landowner covenants on behalf of itself and its successors and assigns, not to sue the City, and the City on behalf of itself and its successors and assigns, not to sue Landowner, for damages or monetary relief for any breach of this Agreement or arising out of or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this Agreement or the Development Plan, the Existing Land Use Regulations, or any land use permit or approval sought in connection with the development or use of a parcel or any portion thereof, the Parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Landowner's sole and exclusive judicial remedies, with the exceptions provided for in Section 9.4.1 and 9.4.2.

9.4.1 In the case of a breach of an obligation to pay money or to allocate funding in a manner specified in this Agreement, or to indemnify and defend a party pursuant to this Agreement, a Party may sue to compel monetary relief to the extent such relief involves enforcement of the other Party's obligations under this Agreement and not damages or other monetary penalty over and above such obligations.

9.4.2 Landowner may seek and recover monetary damages for the cost of additional mitigation measures, conditions, requirements, fees, taxes or affordable housing obligations (in addition to those provided for in this Agreement) imposed on the Property in violation of this Agreement.

9.5 Force Majeure. The obligations of any Party shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontologic, or endangered species problems on the Property; fires; casualties; acts of God; epidemics or pandemics (but excluding any existing restrictions based on the conditions of the COVID-19 pandemic as they exists as of the Effective Date), governmental restrictions imposed or mandated by other governmental entities (which actions by other governmental entities were not encouraged or solicited by the City); with regard to delays of Landowner's performance under this Agreement, delays caused by the City's failure to act or timely perform its obligations set forth herein; with regard to delays of the City's performance, delays caused by Landowner's failure to act or timely perform its obligations set forth herein;

inability to obtain necessary permits or approvals from other governmental entities; enactment of conflicting state or federal statutes or regulations; judicial decisions; or litigation not commenced by such Party. Notwithstanding the foregoing, any delay caused by the failure of the City or any agency, division, or office of the City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of force majeure extending the time for the City's performance. If written notice of such delay or impossibility of performance is provided to the other Party within a reasonable time after the commencement of such delay or condition of impossibility, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by the Parties in writing, or the performance rendered impossible may be excused in writing by the Party so notified. In no event shall adverse market or financial conditions constitute an event of force majeure extending the time for such Party's performance. In addition, in no event shall the Term of this Agreement be extended automatically by an event of force majeure.

9.6 Option to Terminate Due to Litigation. If a lawsuit is filed challenging the City's Project approvals or the ordinance approving this Agreement within the time periods for the filing of such lawsuits under CEQA or the State Planning and Zoning Law, then the Parties shall meet and confer concerning the potential impact of the lawsuit on this Agreement and the development of the Project. Within thirty (30) days of such meeting, if Landowner determines that such litigation may have an unacceptable adverse impact on the Project or its rights under this Agreement, Landowner may in its discretion terminate this Agreement by sending the City a written notice of such termination, and the Parties shall be relieved of any further obligations to this Agreement, to the extent that such obligations have not been performed prior to such termination. Landowner acknowledges that if this Agreement is terminated, City shall have the discretion to restore the City's prior Project approvals to the condition that such General Plan and zoning designations existed prior to the adoption of such City Project approvals, and Landowner waives the right to challenge any such restoration. Notwithstanding the foregoing, the MOU shall continue to apply to the subject Property with respect to Landowner's future project approval requests, but nothing herein shall be construed to require Developer to proceed with the construction or other implementation of the Project.

10. ANNUAL REVIEW.

10.1 Timing of Annual Review. During the Term of this Agreement, at least once every twelve (12) month period from the Effective Date of this Agreement, the City shall review the good faith compliance of Landowner with the terms of this Agreement ("**Annual Review**"). The Annual Review shall be conducted by the City Council or its designee in accordance with the City Development Agreement Regulations.

10.2 Standards for Annual Review. During the Annual Review, Landowner shall be required to demonstrate good-faith compliance with the terms of this Agreement by submitting a performance report, if such report is requested by the City. If the City finds and determines that Landowner has not complied with the terms and conditions of this Agreement, then the City may declare a default by Landowner in accordance with this Agreement. The City may exercise its rights and remedies relating to any such event of default only after the period for curing a default as set forth in Section 9 has expired without cure of the default. The reasonable costs incurred by the City in connection with the Annual Review process shall be paid by Landowner.

10.3 Certificate of Compliance. With respect to each year in which the City approves Landowner's compliance with this Agreement, the City shall, upon written request by Landowner, provide Landowner with a written certificate of good faith compliance within thirty (30) days of the City's receipt of Landowner's request for same.

11. MORTGAGEE RIGHTS.

11.1 Encumbrances on the Property. The Parties agree that this Agreement shall not prevent or limit, in any manner, Landowner from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

11.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement and any such Mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

11.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 11, a Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of Landowner or other affirmative covenants of Landowner, or to guarantee such performance, except that: (i) the Mortgagee shall have the right to develop the Property under the Development Plan provided that Mortgagee complies with the terms of this Agreement and (ii) to the extent that any covenant to be performed by Landowner is a condition to the performance of a covenant by the City, such performance shall continue to be a condition precedent to the City's performance.

11.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to the City, be entitled to receive written notice from the City of the results of the Annual Review and of any default by Landowner of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, the City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided, however, that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

12. ASSIGNMENT.

12.1 Permitted Assignment. Landowner shall have the right to assign its rights and obligations under this Agreement to a Landowner Affiliate in connection with a transfer of all or any portion of Landowner's interest in the Property to such affiliate. In the event of any such assignment, (i) assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred and (ii) following written notice to the City Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement applicable solely to the portion of the Property so transferred. Notwithstanding the foregoing sentences, the transferring Landowner(s) shall remain responsible for all obligations that do not relate solely to the portion of the Property being sold, transferred, or assigned.

12.2 Assignment with City Consent. Subject to City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, Landowner shall have the right to assign its rights and obligations under this Agreement in connection with a transfer of all or any portion of Landowner's interest in the Property to a non-affiliated party. In the event of any such assignment, assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred. Except to the extent Landowner is in default under this Agreement prior to the transfer, then, upon the written consent of the City to the partial or complete assignment of this Agreement and the express written assumption in a form approved by the City of such assigned obligations of Landowner under this Agreement by the assignee, Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement, other than the obligations that do not relate solely to the portion of the Property being sold, transferred or assigned.

12.3 Assignee Subject to Terms of Agreement. Following an assignment or transfer of any of the rights and interests of Landowner set forth in this Agreement in accordance with Section 12.1 or 12.2, the assignee's exercise, use, and enjoyment of the Property shall be subject to the terms of this Agreement to the same extent as if the assignee or transferee was Landowner.

12.4 Condition of Assignment or Transfer. All assignments or transfers under this Section 12 shall be undertaken in conjunction with corresponding assignments or transfers of other agreements related to the Project, including but not limited to the Density Bonus Housing Agreement, MOU, and the Regulatory Agreement.

13. INDEMNITY.

13.1 Indemnity by Landowner. Landowner agrees to indemnify, defend, and hold harmless the City and City's designees that are performing City's obligations under this Agreement, and their representatives, elected and appointed councils, boards, commissions, officers, agents, and employees (collectively, the "Indemnitees") from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of such Landowner or Landowner's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting from the intentional misconduct or gross negligence of any of the Indemnitees. Notwithstanding the

foregoing, the City shall have the right to select and retain counsel to defend any such action or actions and Landowner shall pay the reasonable cost for this defense.

13.2 Survival. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

14. THIRD PARTY LEGAL CHALLENGE.

In the event of any legal action instituted by any third party challenging the validity or enforceability of any provision of this Agreement or the City's Project approvals, the application of the Existing Land Use Regulations to the Project, or subsequent discretionary approvals under the Development Plan ("**Third Party Legal Challenge**"), the City shall have the right but not the obligation to defend such Third Party Legal Challenge and Landowner shall be responsible for the legal expenses incurred by the City in connection therewith. So long as Landowner is not in default under this Agreement, the City shall not allow any default or judgment to be taken against it or compromise the defense of the action without Landowner's prior written approval. Landowner shall further have the right to settle such Third Party Legal Challenge, provided that nothing in this Agreement shall authorize Landowner to settle such Third Party Legal Challenge on terms that would constitute an amendment or modification of this Agreement, the Existing Land Use Regulations, or the Development Plan unless such amendment or modification is approved by the City in accordance with applicable legal requirements, and the City reserves its full legislative discretion with respect to making such an approval.

15. MISCELLANEOUS.

15.1 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit of the Property, and the burdens and benefits to the Property shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties.

15.2 Entire Agreement; Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter of this Agreement. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the Parties, and recorded in the Official Records of Orange County, California.

15.3 Recovery of Legal Expenses by Prevailing Party in Any Action. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to receive, in addition to the relief granted, reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party; provided, however, that the attorneys' fees awarded pursuant to this

Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

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

15.5 No Third Party Beneficiaries or Other Signatories. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity, and no other person or entity shall have any right of action based upon any provision of this Agreement.

15.6 Relationship of Parties. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

15.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of any Party has been materially altered or abridged by such holding.

15.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

15.9 Estoppel Certificate. Any Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving such a request shall execute and return the certificate within sixty (60) days following its receipt. Any third party, including a Mortgagee, shall be entitled to rely on the certificate.

15.10 Applicable Law: Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior

Court of the County of Orange, State of California, or the United States District Court for the Central District of California, and the Parties waive all provisions of law providing for the removal or change of venue to any other court.

15.11 Non-Liability of City Officers and Employees. No official, officer, employee, agent, or representative of the City shall be personally liable to Landowner or its successors and assigns for any loss arising out of or connected with this Agreement or the Existing Land Use Regulations.

15.12 Notices. Any notice or communication required under this Agreement between the City and Landowner must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated below as the Party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices delivered by facsimile transmission shall be deemed to have been given on the first business day following the date of transmission to the facsimile number. A Party may at any time, by giving ten (10) days' written notice to the other Parties, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To Landowner: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Senior Vice President, Entitlements

With a copy to: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

To City: City of Irvine
City Hall
One Civic Center Plaza
Irvine, California 92623-9575
Attn: City Manager

With a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Jeffrey T. Melching, City Attorney

15.13 Authority to Execute. Landowner warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Landowner is formally bound to the provisions of this Agreement; (iv) Landowner's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Landowner is bound; and (v) there is no

existing or threatened litigation or legal proceeding of which Landowner is aware that could prevent Landowner from entering into or performing its obligations set forth in this Agreement.

15.14 Counterparts and Exhibits. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument. This Agreement contains six (6) exhibits, attached to this Agreement and made a part of it by this reference. The exhibits are identified as follows:

Exhibit A – Legal Description of the Property

Exhibit B – Development Plan

Exhibit C – Existing Land Use Regulations

Exhibit D – Affordable Housing Summary

Exhibit E – On-Site Recreation Amenities

Exhibit F – Memorandum of Understanding

IN WITNESS WHEREOF, the City and Landowner have executed this Agreement on the day and date first set forth above.

“CITY”

CITY OF IRVINE
a California municipal corporation

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

“LANDOWNER”

IRVINE MARKET PLACE II LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCELS 2 OF PARCEL MAP NO. 93-204 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 291, PAGES 19 TO 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, ANY OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTIES OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE PROPERTY AS RESERVED IN THE GRANT DEED RECORDED AUGUST 1, 2018 AS INSTRUMENT NO. 2018000280467 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS, INCLUDING RIGHTS CLASSIFIED AS OVERLYING, RIPARIAN, APPROPRIATIVE OR OTHER CLASSIFICATION, DERIVED FROM USAGE, EXTRACTION OR DIVERSION UPON OR OTHERWISE PERTAINING TO THE ABOVE LAND AS CONVEYED TO IRVINE RANCH WATER DISTRICT BY QUITCLAIM DEED RECORDED JUNE 21, 2006 AS INSTRUMENT NO. 2006000416403 OF OFFICIAL RECORDS.

EXHIBIT B

DEVELOPMENT PLAN

[TO BE INSERTED - DEVELOPMENT PLAN SHALL CONSIST OF MASTER PLAN
00882754-PMP APPROVED BY THE IRVINE PLANNING COMMISSION ON _____]

EXHIBIT C

EXISTING LAND USE REGULATIONS

[ON FILE WITH CITY CLERK; NOT ATTACHED FOR RECORDING PURPOSES]

EXHIBIT D

AFFORDABLE HOUSING SUMMARY

[Insert once final]

EXHIBIT E

ON-SITE RECREATION AMENITIES

Criteria for On-Site Recreation Requirements

In aggregate, recreation spaces will be provided on a per development basis as follows:

For developments with between 1 and 500 total units:

- 0.75 acres (32,670 square feet) of recreation space/common amenity areas

For developments with between 501 and 1000 total units:

- 1.0 acres (43,560 square feet) of recreation space/common amenity areas

For developments with between 1001 and 1500 total units:

- 1.25 acres (54,450 square feet) of recreation space/common amenity areas

Projects with more than 1,500 units are required to provide an additional 0.25-acre of land for each additional 500 units (or fraction thereof).

The minimum acreage totals described in this exhibit represent land only. The area applied to the minimum acreage requirement may not be located inside of or on top of a building and may not include “credit” for recreational improvements.

With the foregoing limits, all developments must include at least one recreational space that is at least 0.33 acres (14,520 square feet) in size.

Recreational space shall include, at a minimum: 1) swimming pools, spas and/or water features with a cumulative water surface equal to or greater than 5 square feet per unit; 2) indoor fitness space or exterior sport courts; and 3) designated restrooms, showers, and drinking fountains at each swimming pool.

Other recreational amenities may include, without limitation, interior and exterior gathering areas, shade features, dog runs, tot lots, co-working spaces, or club rooms. Even though not applied to the minimum acreage requirements of this exhibit, other recreation spaces can be within a building (e.g., fitness/co-working/club), or provided on top of buildings.

For each Project, the applicant shall illustrate the aforementioned recreation spaces through the submittal of a non-regulatory “Illustrative Onsite Amenity Exhibit” concurrently with the submission of the Master Plan application for the Project. The Illustrative Onsite Amenity Exhibit shall show the location(s) of all recreation spaces, the size of each space, and the quantity/type of physical improvements proposed.

EXHIBIT F

MEMORANDUM OF UNDERSTANDING
REGARDING AFFORDABLE HOUSING AND RELATED MATTERS
BETWEEN THE CITY OF IRVINE AND IRVINE COMPANY

[TO BE INSERTED]



Community Development Department

Remembering what connects us.

May 4, 2023

Sent via e-mail to awuu@cityofirvine.org and
planningcommission@cityofirvine.org

Planning Commission
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606

SUBJECT: Irvine Market Place Master Plan Project

Dear Planning Commissioners,

Thank you for the opportunity to express the City of Tustin's ongoing concerns regarding the potential impacts to the City of Tustin, specifically the traffic operations along Jamboree Road, by the proposed 1,261-unit apartment project within the Market Place Shopping Center in the City of Irvine. The project replaces the blocks of existing retail and the health club on the east side of the Irvine Market Place adjacent to SR-261 and is bounded by Bryan Avenue to the north, El Camino Real to the south and the southerly extension of Market Place (private street) to the west.

Jamboree Road bifurcates The Market Place Shopping Center with City of Tustin on the west side and City of Irvine on the east side where the proposed project is located. Because Jamboree Road is entirely within the City of Tustin, our concerns are primarily focused on impacts to this eight (8) to nine (9) lane roadway.

In January 2023, City of Irvine staff shared a traffic study, among other documents, for the subject project, for Tustin's review. Contrary to Irvine staff's response at the Transportation Commission meeting on April 18, 2023, Tustin did make comments on the traffic study. While not submitted in writing, Tustin's comments were conveyed to City of Irvine staff by phone on January 24th and February 9th. Our concerns were also discussed with the applicant, The Irvine Company, in a meeting on February 6, 2023.

Upon the City of Irvine notifying the City of Tustin of the upcoming meetings regarding the subject project, the City of Tustin's Public Works Department - Engineering Division reviewed the final traffic study for the project, as noticed in the Irvine Transportation Commission meeting on April 18, 2023. To our dismay, comments that City of Tustin staff brought to the attention of Irvine staff and to The Irvine Company were not incorporated. Therefore, this letter reiterates the

City of Tustin’s concerns. It should be noted that the City of Tustin was not involved in the development of the project work scope to ensure that the interests of Tustin were protected.

The City of Tustin offers the following comments based upon staff’s review of the traffic study and Addendum to the Lower Peters Canyon Specific Plan Final EIR No. 557 for Planning Area 4 - The Market Place as it relates to the proposed project:

1. **Project Trip Distribution** – While the land use change from non-residential to residential results in a reduced number of trips, outbound trips in the AM peak hour are greater compared to non-residential especially towards the I-5 freeway due to more home to/from work trips from the project site. This causes added traffic to the southbound direction on Jamboree Road in the AM peak hour and the northbound direction in the PM peak hour. It would have been helpful in our review to see project only trips extended to either side of and along Jamboree Road in Section 5.1.
2. **Project Trip Generation** – The trip generation summary below shows a reduction in trips between the project and no-project. However, the 292 condominium units that were included under no-project conditions and removed under with-project conditions masks the actual trip difference in the project site as the units are from different traffic zones unrelated to the project site.

Table ES-1 Land Use and Trip Generation Summary

Land Use	AM Peak Hour			PM Peak Hour			ADT
	In	Out	Total	In	Out	Total	
No Project (Short Term and Long Range Scenarios)							
198,594 SF Commercial (Retail & Health Club)	324	240	564	647	573	1,220	11,604
46,496 SF Retail (a)	84	64	148	165	153	318	2,951
Total	408	304	712	812	726	1,538	14,555
With Project (Short Term and Long Range Scenarios)							
1,261 Apartments	118	336	454	338	216	554	6,860
46,496 SF Health Club (a)	45	30	75	100	67	167	1,860
Total	163	366	529	438	283	721	8,720
Difference (Compared to No Project)	-245	62	-183	-374	-443	-817	-5,835
No Project (Buildout Scenarios)							
198,594 SF Commercial (Retail & Health Club)	324	240	564	647	573	1,220	11,604
292 Condominiums (b)	31	103	134	103	61	164	2,137
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Abbreviations: ADT – average daily trips SF – square feet							
Note: Trip generation estimates summarized in this table were produced based on trip generation rates from the Irvine Transportation Analysis Model, TransCAD Version (ITAM TC).							
(a) Located in Planning Area 4 south of the project site, these land use entries represent the existing retail use in the no project scenarios that is replaced by the relocation of the existing health club on the project site in the with project scenarios.							
(b) The residential units listed here (292 condominiums) represent the approved but unbuilt residential units in Planning Area 4 that are relocated to the project site in the buildout with project scenarios.							

3. **Jamboree Road/West Drive** – The findings and conclusions of the traffic study show that the project does not cause significant level of service impacts off-site. This finding cannot be verified without the corresponding level of service analysis for the Jamboree Road/West Drive intersection which is one (1) of three (3) signalized intersections directly affected by the project along Jamboree Road that are maintained by the City of Tustin.
4. **Signal Operation Along Jamboree Road** – The signals along Jamboree Road, near the project, are coordinated starting at 6:45 AM on weekdays and 9:00 AM on weekends until 8:00 PM daily with 120-second cycle lengths. A signal operation analysis of the Jamboree Road/West Drive intersection, along with Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real intersections, is needed in order to determine the timing changes required to maintain the coordination of these signals and accommodate the project traffic. The section of Jamboree Road between El Camino Real and I-5 has historically carried high traffic volumes (e.g. upwards of 66,700 average daily traffic (ADT) in 2018) so signal coordination/synchronization is critical even if volumes are as low as reported in the traffic study with 52,000 ADT.

The signal analysis needs to include the new traffic signal proposed by the project on El Camino Real east of Jamboree Road at The Market Place (a private street) to determine the parameters needed to achieve a coordinated interagency signal system.

It is expected that the residential project would result in additional pedestrian and bike traffic crossings at Jamboree Road. The signal cycle length is 120 seconds for all three (3) Jamboree Road signals nearest the project. While the addition of pedestrians and bikes would not change the 120-second cycle length, the time needed, when a pedestrian or bicyclist pushes the walk button to cross Jamboree Road, would be taken from time for Jamboree Road traffic. With eight (8) to nine (9) lanes on Jamboree Road, crosswalks can be between 140 feet (at West Drive) and 160 feet (at El Camino Real) long and would require ~40-45 seconds of walk time based on a crossing speed of 3.5 feet per second. Signal synchronization and coordination will become more challenging with pedestrians and/or bikes present.

The signal analysis needs to include a warrant study to address the need for left-turn phasing on West Drive at Jamboree Road.

5. **Turning Lane Storage Pocket Length** – The traffic study is missing an analysis of the storage length for both left- and right-turn lane pockets affected by the project at Jamboree Road/West Drive, Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real intersections. The analysis will determine the adequacy of the current storage pocket lengths or identify whether dedicated right-turns are needed to provide turning vehicles enough storage so as not to block the through lane and prevent vehicles

from proceeding through the intersection which can cause a safety hazard by increasing the possibility of rear-end collisions.

The wait for pedestrians and bikes on the crosswalk can affect right-turns and the left-turns on West Drive, which currently has no left-turn phasing, by not all clearing during a green light thereby affecting the storage pocket length needs. The signal analysis above needs to address this situation.

The City of Tustin recommends the following condition of approval be added between b and c under Standard Condition 1.1 in Resolution No. 23-3900, prior to any approval of Master Plan 00882754-PMP for the development of 1,261 residential apartment units at the Irvine Market Place.

To achieve a synchronized signal system network that can better serve the proposed project, the signal operational needs for the intersections at Market Place/El Camino Real, Market Place/Bryan Avenue, Jamboree Road/Bryan Ave, Jamboree Road/West Drive and Jamboree/El Camino Real need to be analyzed in cooperation with the City of Tustin who maintain the aforementioned traffic signals along Jamboree Road just west of the proposed project.

Thank you again for the opportunity to provide comments on the proposed project. The City of Tustin would like to see a successful project but a neighboring city should not have to shoulder the burden of necessary signal operational changes resulting from a project proposed within the City of Irvine.

If you or your staff have any questions regarding the City's comments, please feel free to contact Community Development: Samantha Beier, Senior Planner, at (714) 573-3354 or sbeier@tustinca.org, or the Public Works Department: Krys Saldivar, Transportation Manager, at (714) 573-3172 or ksaldivar@tustinca.org.

Sincerely,



Justina L. Willkom

Community Development Director

Sincerely,



Douglas S. Stack, P.E.

Director of Public Works/City Engineer

cc: Matthew S. West, City Manager
Nicole Bernard, Assistant City Manager
David Kendig, City Attorney
Ken Nishikawa, Deputy Director of Public Works/Engineering
Krys Saldivar, Public Works Manager-Traffic/Transportation
Irma Huitron, Assistant Director of Community Development - Planning
Raymond Barragan, Principal Planner, Community Development
Samantha Beier, Senior Planner, Community Development

Community Development Department



Department of Public Works - Engineering

Remembering what connects us.

Jaimee Bourgeois
City of Irvine, Director of Public Works and Transportation
1 Civic Center Plaza
Irvine, CA 92623-9575
JBourgeois@cityofirvine.org

Dear Ms. Bourgeois,

Thank you for the opportunity to express the City of Tustin's ongoing concerns regarding the potential impacts to the City of Tustin, specifically on Jamboree Road, by the proposed 1,261 Apartment Project in the MarketPlace Shopping Center in the City of Irvine. The project replaces the blocks of existing retail and the health club on the east side of the Irvine MarketPlace adjacent to SR-261 and is bounded by Bryan Avenue to the north, El Camino Real to the south and the southerly extension of MarketPlace (private street) to the west.

Jamboree Road bifurcates the MarketPlace Shopping Center with City of Tustin on the west side and City of Irvine on the east side where the proposed project is located. Because Jamboree Road is entirely in the City of Tustin, our concerns mainly focus on impacts on this eight (8) to nine (9) lane roadway.

In January 2023, the City of Irvine staff shared the traffic study among other documents for the subject project for Tustin's review. Our comments while not written were previously conveyed to City of Irvine Staff as well as in a meeting with the Irvine Company in early February 2023.

Upon the City of Irvine notifying the City of Tustin of the upcoming meetings regarding the subject project, the City of Tustin's Public Works Department - Engineering Division reviewed the final traffic study for the project as noticed in the upcoming Irvine Transportation Commission meeting on April 18, 2023. To our dismay comments that we brought to Irvine Staff's attention and the Irvine Company were not incorporated. Therefore, this letter will serve as a formal submittal of the City of Tustin's concerns. It should be noted that the City of Tustin was not involved in the development of the project work scope to ensure that the interests of Tustin were covered.

Based on the City of Tustin's review of the traffic study, the following comments and concerns need to be addressed before this project can be considered for approval.



PROJECT TRIP DISTRIBUTION – While the land use change from non-residential to residential results in a reduced number of trips, outbound trips in the AM peak hour are greater compared to non-residential especially towards the I-5 freeway due to more home to/from work trips from the project site. This causes added traffic to the southbound direction on Jamboree Road in the AM peak hour and the northbound in the PM peak hour. It would have been helpful in our review to see project only trips extended to either side of and along Jamboree Road in Section 5.1.

PROJECT TRIP GENERATION - The trip generation summary below shows a reduction in trips between the project and no-project. However, the 292 condominium units that were included under no-project conditions and removed under with-project conditions somewhat masks the actual trip difference in the project site. The units are from different traffic zones not related to the project site.

Table ES-1 Land Use and Trip Generation Summary

Land Use	AM Peak Hour			PM Peak Hour			ADT
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Abbreviations: ADT – average daily trips SF – square feet Note: Trip generation estimates summarized in this table were produced based on trip generation rates from the Irvine Transportation Analysis Model, TransCAD Version (ITAM TC). (a) Located in Planning Area 4 south of the project site, these land use entries represent the existing retail use in the no project scenarios that is replaced by the relocation of the existing health club on the project site in the with project scenarios. (b) The residential units listed here (292 condominiums) represent the approved but unbuilt residential units in Planning Area 4 that are relocated to the project site in the buildout with project scenarios.							



JAMBOREE ROAD/WEST DRIVE - The findings and conclusions of the traffic study show that the project does not cause significant level of service impacts off-site. This finding cannot be verified without the corresponding level of service analysis for the Jamboree Road/West Dr intersection which is one (1) of three (3) signalized intersections directly affected by the project along Jamboree Road that are maintained by the City of Tustin.

SIGNAL OPERATION ALONG JAMBOREE ROAD – The signals along Jamboree Road near the project are coordinated starting at 6:45 AM on weekdays and 9:00 AM on weekends to 8:00 PM with 120-second cycle lengths. A signal operation analysis of the Jamboree Road/West Dr intersection, along with Jamboree Road/Bryan Ave and Jamboree Road/El Camino Real intersections, is needed in order to determine the changes needed to timing to maintain the coordination of these signals and accommodate the project traffic. The section of Jamboree Road between El Camino Real and the I-5 has historically carried high traffic volumes (e.g. upwards of 66,700 average daily traffic (ADT) in 2018) so signal coordination/synchronization is critical even if volumes are as low as reported in the traffic study with 52,000 ADT.

The signal analysis needs to also include the new traffic signal proposed by the project on El Camino Real east of Jamboree Road at Marketplace (a private street) to determine the parameters needed to achieve a coordinated interagency signal system.

It is expected that the residential project would result in additional pedestrian and bike traffic crossing Jamboree Road. The signal cycle length is 120 seconds on all three (3) Jamboree Road signals nearest the project. While the addition of pedestrians and bikes would not change the 120-second cycle length, the time needed when a pedestrian or biker pushes the walk button to cross Jamboree Road would be taken from time for Jamboree Road traffic. With eight (8) to nine (9) lanes on Jamboree Road, crosswalks can be between 140' (at West Drive) and 160' (at El Camino Real) long and would require ~40-45 seconds of walk time based on a crossing speed of 3.5 feet per second. Signal synchronization and coordination will become more challenging with pedestrians and/or bikes present.

The signal analysis needs to also include a warrant study of the need for left-turn phasing on West Drive at Jamboree Road.

TURNING LANE STORAGE POCKET LENGTH – The traffic study is missing an analysis of the storage length for both left- and right-turn lane pockets affected by the project at Jamboree Road/West Drive, Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real intersections. The analysis will determine the adequacy of the current storage pocket lengths or



if dedicated right-turns are needed to provide turning vehicles enough storage so as not to block the through lane and prevent vehicles from proceeding through the intersection which can cause a safety hazard by increasing the possibility of rear-end collisions.

The wait for pedestrians and bikes on the crosswalk can affect right-turns and the left-turns on West Drive, which currently has no left-turn phasing, by not all clearing during a green light thereby affecting the storage pocket length needs. The signal analysis above needs to address this situation.

Regards,

Krys Saldivar

Public Works Manager–Traffic/Transportation

Direct: 714-573-3172 | **Main:** 714-573-3150

ksaldivar@tustinca.org | tustinca.org

Copy: Douglas S. Stack, Director of Public Works/Engineer
Michael Grisso, Assistant Director of Public Works
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Justina Willkom, Director of Community Development
Irma Huitron, Assistant Director of Community Development
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Samantha Beier, Senior Planner, Community Development



Department of Public Works - Engineering

Remembering what connects us.

April 26, 2023

Subdivision Committee
City of Irvine
1 Civic Center Plaza
Irvine, CA 92606

Dear Committee Members,

Thank you for the opportunity to express the City of Tustin's ongoing concerns regarding the potential impacts to the City of Tustin, specifically the traffic operations along Jamboree Road, by the proposed 1,261-unit apartment project within the MarketPlace Shopping Center in the City of Irvine. The project replaces the blocks of existing retail and the health club on the east side of the Irvine MarketPlace adjacent to SR-261 and is bounded by Bryan Avenue to the north, El Camino Real to the south and the southerly extension of Marketplace (private street) to the west.

Jamboree Road bifurcates the MarketPlace Shopping Center with City of Tustin on the west side and City of Irvine on the east side where the proposed project is located. Because Jamboree Road is entirely within the City of Tustin, our concerns mainly focus on impacts to this eight (8) to nine (9) lane roadway.

In January 2023, City of Irvine staff shared the traffic study among other documents for the subject project for Tustin's review. Our comments while not written were previously conveyed to City of Irvine Staff as well as in a meeting with the Irvine Company in early February 2023.

Upon the City of Irvine notifying the City of Tustin of the upcoming meetings regarding the subject project, the City of Tustin's Public Works Department - Engineering Division reviewed the final traffic study for the project as noticed in the Irvine Transportation Commission meeting on April 18, 2023. To our dismay comments that we brought to Irvine Staff's attention and the Irvine Company were not incorporated. Therefore, this letter reiterates the City of Tustin's concerns. It should be noted that the City of Tustin was not involved in the development of the project work scope to ensure that the interests of Tustin were covered.

Based on the City of Tustin's review of the traffic study, the following comments and concerns need to be addressed before this project can be considered for approval.



PROJECT TRIP DISTRIBUTION – While the land use change from non-residential to residential results in a reduced number of trips, outbound trips in the AM peak hour are greater compared to non-residential especially towards the I-5 freeway due to more home to/from work trips from the project site. This causes added traffic to the southbound direction on Jamboree Road in the AM peak hour and the northbound in the PM peak hour. It would have been helpful in our review to see project only trips extended to either side of and along Jamboree Road in Section 5.1.

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JAMBOREE ROAD/WEST DRIVE – The findings and conclusions of the traffic study show that the project does not cause significant level of service impacts off-site. This finding cannot be verified without the corresponding level of service analysis for the Jamboree Road/West Dr intersection which is one (1) of three (3) signalized intersections directly affected by the project along Jamboree Road that are maintained by the City of Tustin.

SIGNAL OPERATION ALONG JAMBOREE ROAD – The signals along Jamboree Road near the project are coordinated starting at 6:45 AM on weekdays and 9:00 AM on weekends until 8:00 PM daily with 120-second cycle lengths. A signal operation analysis of the Jamboree Road/West Dr intersection, along with Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real intersections, is needed in order to determine the timing changes required to maintain the coordination of these signals and accommodate the project traffic. The section of Jamboree Road between El Camino Real and I-5 has historically carried high traffic volumes (e.g. upwards of 66,700 average daily traffic (ADT) in 2018) so signal coordination/synchronization is critical even if volumes are as low as reported in the traffic study with 52,000 ADT.

The signal analysis needs to include the new traffic signal proposed by the project on El Camino Real east of Jamboree Road at Marketplace (a private street) to determine the parameters needed to achieve a coordinated interagency signal system.

It is expected that the residential project would result in additional pedestrian and bike traffic crossings at Jamboree Road. The signal cycle length is 120 seconds for all three (3) Jamboree Road signals nearest the project. While the addition of pedestrians and bikes would not change the 120-second cycle length, the time needed when a pedestrian or bicyclist pushes the walk button to cross Jamboree Road would be taken from time for Jamboree Road traffic. With eight (8) to nine (9) lanes on Jamboree Road, crosswalks can be between 140 feet (at West Drive) and 160 feet (at El Camino Real) long and would require ~40-45 seconds of walk time based on a crossing speed of 3.5 feet per second. Signal synchronization and coordination will become more challenging with pedestrians and/or bikes present.

The signal analysis needs to include a warrant study to address the need for left-turn phasing on West Drive at Jamboree Road.

TURNING LANE STORAGE POCKET LENGTH – The traffic study is missing an analysis of the storage length for both left- and right-turn lane pockets affected by the project at Jamboree Road/West Drive, Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real



intersections. The analysis will determine the adequacy of the current storage pocket lengths or identify whether dedicated right-turns are needed to provide turning vehicles enough storage so as not to block the through lane and prevent vehicles from proceeding through the intersection which can cause a safety hazard by increasing the possibility of rear-end collisions.

The wait for pedestrians and bikes on the crosswalk can affect right-turns and the left-turns on West Drive, which currently has no left-turn phasing, by not all clearing during a green light thereby affecting the storage pocket length needs. The signal analysis above needs to address this situation.

CONDITION OF APPROVAL – The following condition needs to be added between b and c under Standard Condition 1.1 in Resolution No. 23-1069:

To achieve a synchronized signal system network that can better serve the proposed project, the signal operational needs for the intersections at Marketplace/El Camino Real, Marketplace/Bryan Avenue, Jamboree Road/Bryan Ave, Jamboree Road/West Drive and Jamboree/El Camino Real need to be analyzed in cooperation with the City of Tustin who maintain the aforementioned traffic signals along Jamboree Road just west of the proposed project.

The City of Tustin would like to see a successful project but a neighboring city should not have to shoulder the burden of necessary signal operational changes resulting from a project proposed within the City of Irvine.

Regards,

Krys Saldivar

Public Works Manager–Traffic/Transportation

Direct: 714-573-3172 | **Main:** 714-573-3150

ksaldivar@tustinca.org | tustinca.org

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Raymond Barragan, Principal Planner, Community Development

PUBLIC WORKS - ENGINEERING



Samantha Beier, Senior Planner, Community Development
Ann Wu, Senior Planner
Stephanie Frady, Planning Administrator
Lisa Thai, Supervising Transportation Analyst
Sun-Sun Tvedten Murillo, Project Development Administrator

ITEM NO. 3.1

ATTACHMENTS 8 AND 9

ATTACHMENTS 8 AND 9 TO ITEM NO. 3.1 CAN BE ACCESSED [HERE](#).

HARD COPIES OF THE ATTACHMENTS ARE AVAILABLE IN THE CITY CLERK'S OFFICE AND WILL BE MADE AVAILABLE AT THE MEETING.

ATTACHMENT 8 AND 9

CITY COUNCIL RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT 00863325-PGA TO AMEND LAND USE ELEMENT TABLE A-1 OF THE IRVINE GENERAL PLAN TO ALLOW THE ADDITION OF 969 DWELLING UNITS TO THE PLANNING AREA 4 DWELLING UNIT CAP WITH UP TO 1,261 DWELLING UNITS ASSIGNED TO THE LOWER PETERS CANYON REGIONAL COMMERCIAL AREA WITH A CORRESPONDING REDUCTION IN COMMERCIAL SQUARE FOOTAGE; FILED BY IRVINE COMPANY

WHEREAS, the City of Irvine has adopted a General Plan that, among other things, assigns various land use designations to properties across the City and establishes maximum development intensity caps to these land uses to ensure balanced and harmonious land use patterns consistent with the capacity of infrastructure to support these land uses; and

WHEREAS, Table A-1 of the Land Use Element of the General Plan memorializes the maximum development intensity caps for each Planning Area of the City by land use category; and

WHEREAS, currently Table A-1 of the Land Use Element includes zero Regional Commercial residential units for Planning Area (PA) 4; and

WHEREAS, Irvine Company proposes to redevelop a commercial site containing approximately 200,000 square feet of inline tenant space into a 1,261-unit apartment complex. The project site is located within the Irvine Market Place regional commercial center located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor (261 Toll Road) and is designated Regional Commercial per the General Plan. The associated application for development is Master Plan 00882754-PMP; and

WHEREAS, on February 7, 2022, Irvine Company filed an application for General Plan Amendment 00863325-PGA to amend General Plan Land Use Element Table A-1 in support of the new residential development project at Irvine Market Place in PA 4. The proposed amendment includes the following:

- A. Add 1,261 dwelling units to the Regional Commercial designation within PA 4. The total dwelling unit count would include 292 unallocated residential units already designated for PA 4 that would be moved the Residential land use category to the Regional Commercial land use category. This proposal constitutes an increase of 969 residential units (from 7,968 units to 8,937 units) for the planning area, inclusive of Density Bonus units; and

B. Reduce the Regional Commercial square footage within PA 4 from 865,590 square feet to 666,996 square feet, which equates to a reduction of 198,594 square feet; and

WHEREAS, City Council Resolution 87-108 requires that a scoping session be conducted for a General Plan Amendment application; and

WHEREAS, a scoping session provides awareness of the application to the community and gives the City Council an opportunity to offer input on matters that should be studied in conjunction with the application; and

WHEREAS, a Scoping Session for General Plan Amendment 00863325-PGA was conducted by the City Council on March 22, 2022; and

WHEREAS, the General Plan Amendment is consistent with and implements the associated Zone Change application (File No. 00870374-PZC) to amend the Irvine Zoning Ordinance by allowing up to 1,261 dwelling units in the 4.9 Lower Peters Canyon Regional Commercial zoning district of PA 4 with a corresponding decrease in commercial square footage; and

WHEREAS, Development Agreement 00900866-PDA is associated with the General Plan Amendment and establishes public benefits and affordable housing opportunities associated with the Irvine Market Place residential development project proposed; and

WHEREAS, General Plan Amendment 00863325-PGA is a "project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, in 1995, the County of Orange Board of Supervisors approved and certified the PA 4 Environmental Impact Report (EIR) [State Clearinghouse (SCH) No. 94041030] for residential and commercial development in PA 4 (the "PA 4 EIR"); and

WHEREAS, in July 2003, the Irvine City Council approved an Addendum to the PA 4 EIR to allow for a multi-family residential development in PA 4 Sector 8 in place of commercial uses; and

WHEREAS, CEQA does not provide for a public review and comment period when an Addendum is prepared that is in addition the public notice for the project; and

WHEREAS, an Addendum to the previously certified PA 4 EIR was prepared pursuant to Section 15164 of the CEQA Guidelines to analyze, *inter alia*, development of 1,261 residential units in the Regional Commercial category of PA 4, as is contemplated by the proposed General Plan Amendment in conjunction with the associated Zone Change and Master Plan applications, and determined there are no new or significant effects on the environment and no additional mitigation measures are needed; and

WHEREAS, on March 14, 2023, the City Council approved the Memorandum of Understanding (MOU) associated with future residential development of 4,500 housing units. The subject site is the first of the six sites included in the MOU to come up for entitlement and it is being evaluated for development of up to 1,261 residential apartment units; and

WHEREAS, on May 4, 2023, the Planning Commission of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public meeting and recommended, by a vote of 4-0-1 (Commissioner Lim absent) that the City Council approve the General Plan Amendment; and

WHEREAS, on May 7, 2023, notice of the May 23, 2023 City Council public hearing was published in the Orange County Register, was posted at the project site and at designated City bulletin boards, and was mailed to all property owners, residents, and homeowners associations within 500 feet of the project site boundaries; and

WHEREAS, the City Council of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public hearing held on May 23, 2023.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. An Addendum to the PA 4 EIR (SCH No. 94041030) was prepared in April 2023 pursuant to Section 15164 of the CEQA Guidelines, and concluded that the proposed project does not create any new impacts that were not previously considered and does not intensify any impacts previously identified, and, therefore, will not have a significant effect on the environment.

SECTION 3. Pursuant to Section 15162 of the CEQA Guidelines, the following has been determined:

- A. There are no substantial changes from the project that will require major revisions to the PA 4 EIR due to new, significant environmental effects or a substantial increase in the severity of impacts identified in the PA 4 EIR.
- B. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions of the PA 4 EIR to disclose new, significant environmental effects or a substantial increase in the severity of the impacts identified in the PA 4 EIR.

- C. There is no new information of substantial importance not known at the time the PA 4 EIR was certified that shows any of the following:
1. The Project will have any new significant effects not discussed in the PA 4 EIR.
 2. There are impacts that were determined to be significant in the PA 4 EIR that will be substantially increased.
 3. There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more of the significant effects identified in the PA 4 EIR.
 4. There are additional mitigation measures or alternatives that were rejected by the project proponent that are considerably different from those analyzed in the EIR that would substantially reduce any significant impact identified in the PA 4 EIR.

SECTION 4. Pursuant to Section 15164 of the CEQA Guidelines, this project is covered by the previously certified PA 4 EIR (SCH No. 94041030) and the aforementioned Addendum, which serves as the EIR for the proposed project. The effects of the project were examined in the PA 4 EIR and all feasible mitigation measures and alternatives developed in the certified EIR are incorporated into this project. Based on public testimony and independent judgment, the City Council determines that no new mitigation measures are required. The Addendum to the PA 4 EIR, therefore, is recommended to be adequate to serve as the environmental clearance for this project in satisfaction of the requirements of CEQA.

SECTION 5. Pursuant to Fish and Game Code Section 7.11.4 (C), all required Fish and Game filing fees have been paid subsequent to certification of the PA 4 EIR (SCH No. 94041030).

SECTION 6. The City Council hereby makes the findings required by Section 2-11-8 of the Irvine Zoning Ordinance for approval of General Plan Amendment 00863325-PGA as follows:

- A. The proposed general plan amendment is consistent with other elements of the City's General Plan pursuant to Government Code Section 65300.5.

The proposed amendment to Land Use Element Table A-1 of the Irvine General Plan is consistent with other elements of Irvine's General Plan. These other elements address matters such as circulation, housing, noise, safety, parks and recreation. Collectively, Irvine's General Plan provides a thoughtful framework that balances development intensity with harmonious land use patterns while ensuring that infrastructure and municipal services are available to serve the development.

The proposed General Plan Amendment is in the best interests of the community's health, safety, and welfare because the additional residential units

will be located in an urbanized area of the City that is designated residential development within a regional commercial area where it is supported by other nearby land uses such as schools, parks, retail centers, and employment opportunities. The proposed infill residential development project that would be facilitated by the subject amendment will be consistent with applicable policies of Irvine's General Plan with respect to open space, transportation, recreation, and housing. This amendment will increase the City's housing stock, will be located in an already developed area away from open space, vehicle trips that would originate from the associated development can be accommodated within the existing circulation network capacity, the development site can be serviced without upgrading downstream infrastructure capacity, and the use will be complementary to existing nearby land uses in terms of density and design. Therefore, pursuant to Section 65300.5 of the State Government Code, this amendment is consistent with the other elements of the Irvine General Plan.

- B. The proposed general plan amendment, if applicable, responds to changes in state and/or federal law pursuant to Section 65300.9 of the State Government Code.

This General Plan Amendment was not initiated in response to changes in state and/or federal law.

- C. The proposed general plan amendment has been referred to the County of Orange and any adjacent cities abutting or affected by the proposed action and any other federal agency whose operations or lands may be affected by the proposed decision pursuant to Government Code Section 65352.

This General Plan Amendment will have no substantive impact on any land owned or operated by adjacent cities or any other federal agencies. The proposed residential in-fill development that would result from the approval of this amendment is located internal to a planning area and is already developed with commercial development. Any future development at that site can be accommodated within the existing circulation network capacity and be serviced without upgrading downstream infrastructure capacity. Furthermore, a Traffic Study was prepared and determined that no traffic impacts in the vicinity of the project site are anticipated.

- D. The proposed general plan amendment will not be detrimental to the public health, safety, and welfare of the community.

The proposed General Plan Amendment is not detrimental to the public's health, safety, and welfare because its approval would facilitate the construction of residential units that would be located in an urbanized area of the City that is currently surrounded by commercial and residential development. The site of development would be supported by other nearby land uses such as schools, parks, retail centers, and employment opportunities.

The addition of residential units within the Regional Commercial area of PA 4 was also evaluated and found to be within infrastructure capacities of the roadway network and utility service systems such as electricity, gas, water, and sewer. By supporting infill development, the City is preserving open space, not contributing to sprawl, and increasing its housing stock (both market rate and affordable) to meet market demand in a way that complements nearby development without detracting from the quality of life that currently exists.

SECTION 7. That the City Clerk to the City Council of the City of Irvine, California, shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE General Plan Amendment 00863325-PGA to amend Table A-1, Maximum Intensity Standards by Planning Area, of the Land Use Element, as shown in Exhibit A, attached hereto.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 23rd day of May 2023.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at an adjourned regular meeting of the City Council of the City of Irvine held on the _____ day of _____, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK OF THE CITY OF IRVINE

TABLE A-1 MAXIMUM INTENSITY STANDARDS BY PLANNING AREA
City of Irvine General Plan Land Use Element, Supplement 9, July 2015

PLANNING AREA	RESIDENTIAL							MULTI-USE ⁽²⁾ (15)		INSTITUTIONAL ⁽³⁾			INDUSTRIAL				COMMERCIAL					Maximum Square Feet	ADDITIVE		Maximum With Additive Units	Maximum With Additive Sq. Ft.	PLANNING AREA
	Estate 0-1 D.U.	Low 0-5 D.U.	Med 0-10 D.U.	Med-High 0-25 D.U.	High 0-40 D.U.	High	Unallocated Residential D.U. (25)	0-40 D.U.	Square Feet	0-40 D.U.	Public Facility Sq. Ft.	Educational Facility Sq. Ft.	Urban/Industrial ⁽⁴⁾⁽²¹⁾ 30 D.U./acre min.	Square Feet	Research/Industrial Sq. Ft.	Community Commercial Sq. Ft.	Neighborhood Commercial Sq. Ft.	Regional ⁽⁵⁾ Commercial Sq. Ft.	Regional ⁽⁹⁾ Commercial D.U.	Commercial Recreation Sq. Ft.	Maximum D.U. (6)(11)		D.U.	Sq. Ft.			
1	0	4,088	0	0	0	0	0	0	0	0	0	0	0	0	132,500	0	0	0	0	0	4,088	132,500	0	0	4,088	132,500	1
3(1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3(1)
4(1)(12)	0	0	5,361	2,315	0	0	0	0	0	4,380	490,050	0	0	1,423,000	124,410	0	666,996	1,261	0	0	8,937	2,708,836	162	0	9,099	2,708,836	4(1)(12)
5	0	758	2,442	630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,830	0	0	0	3,830	0	5
6(28)	0	0	4,670	0	0	0	0	790	625,000	0	0	0	0	0	175,000	0	0	0	0	0	5,460	800,000	0	0	5,460	800,000	6(28)
8	0	1,188	4,521	1,978	425	0	68	0	171,591	0	0	188,174	0	0	829,400	285,200	0	121	0	0	8,301	1,474,365	0	0	8,301	1,474,365	8
9	0	0	4,222	4,610	0	0	0	0	450,000	0	0	0	0	0	0	0	0	0	0	0	8,832	450,000	0	0	8,832	450,000	9
10	0	0	2,305	248	0	0	140	190	0	0	0	39,950	0	2,822,921	813,608	73,661	0	0	0	0	2,883	3,750,140	0	0	2,883	3,750,140	10
11	0	0	2,818	2,590	0	0	12	0	71,174	99,623	367,580	0	0	0	511,205	56,645	0	0	0	0	5,420	1,106,227	0	0	5,420	1,106,227	11
12(7)	0	0	190	2,164	1,172	0	40	694	470,000	194,440	150,000	0	0	3,603,281	955,000	150,000	0	0	0	0	4,260	5,522,721	0	0	4,260	5,522,721	12(7)
13	0	0	0	0	0	0	0	0	0	1,585,263	0	0	0	3,558,010	0	0	0	0	0	0	0	5,143,273	1,355,359	0	0	6,498,632	13
14	0	758	1,064	3,410	0	0	53	0	0	227,322	91,313	0	0	0	618,801	179,906	0	0	0	0	5,285	1,117,342	0	0	5,285	1,117,342	14
15(15)	0	0	8,442	452	477	0	0	140	440,158	321,079	359,270	0	0	0	715,736	221,053	0	0	0	0	9,511	2,057,296	120	56,465	9,631	2,113,761	15(15)
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
17(8)	0	0	2,546	0	0	0	0	0	0	0	0	0	0	1,060,000	150,000	0	0	0	0	0	2,546	1,210,000	120	0	2,666	1,210,000	17(8)
18(8)	0	258	597	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	855	0	0	0	855	0	18(8)
19	0	0	0	1,735	0	0	49	0	0	9,374	0	0	0	0	0	38,410	0	0	255,980	1,784	303,764	0	0	1,784	303,764	19	
20	0	354	1,677	781	0	0	0	0	0	36,936	116,207	0	0	0	0	173,542	0	0	0	0	2,812	326,685	0	0	2,812	326,685	20
21	0	3,124	77	722	0	0	0	0	0	330	30,000	538,921	0	0	0	0	0	0	0	0	4,253	568,921	0	0	4,253	568,921	21
22(8)	400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	400	0	0	0	400	0	22(8)
23	0	0	0	0	1,000	0	0	0	0	40	112,230	0	0	0	0	0	0	0	0	0	1,040	112,230	0	0	1,040	112,230	23
24	0	0	0	2,757	0	0	0	0	654,000	25,850	0	0	0	0	0	68,953	0	0	0	0	2,757	748,803	0	0	2,757	748,803	24
25	0	0	0	0	0	0	0	0	0	0	0	0	0	1,436,170	0	0	0	0	0	0	0	1,436,170	50,000	0	0	1,486,170	25
27(8)	0	0	772	882	0	0	403	0	0	210,740	0	0	0	0	0	0	0	0	0	0	2,057	210,740	0	0	2,057	210,740	27(8)
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
29	0	0	0	0	0	0	0	0	0	435	761,000	0	0	0	0	0	0	0	0	0	435	761,000	0	0	435	761,000	29
31	0	0	0	0	0	0	0	0	0	350,370	0	0	0	6,888,383	147,359	0	0	0	0	0	0	7,386,112	0	0	0	7,386,112	31
32	0	0	0	0	0	0	0	0	0	0	0	0	0	4,355,127	1,398,947	0	0	0	0	0	0	5,754,074	0	0	0	5,754,074	32
33(19)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,955,092	4,356	0	0	4,356	7,955,092	0	0	4,356	7,955,092	33(19)
34	0	0	0	0	0	0	0	0	0	0	0	0	0	4,763,300	963,930	0	0	0	0	0	0	5,727,230	0	0	0	5,727,230	34
35	0	0	0	0	0	0	0	0	0	62,101	0	0	0	13,792,072	1,252,654	0	0	0	0	0	0	15,106,827	0	0	0	15,106,827	35
36(21)(22)(23)(29)	0	0	0	0	0	0	4,125	0	0	0	0	10,875	48,787,662	0	0	0	0	0	0	0	15,000	48,787,662	2,038	0	17,038	48,787,662	36(21)(22)(23)(29)
38	0	0	1,213	2,001	0	0	199	0	0	0	0	0	0	0	0	0	0	0	0	0	3,413	0	0	0	3,413	0	38
39	0	0	0	3,700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,700	0	0	0	3,700	0	39
40	0	0	1,595	2,323	0	0	0	0	1,540,000	0	100,000	0	0	1,662,352	205,000	0	0	0	0	0	3,918	3,507,352	0	0	3,918	3,507,352	40
50(10)	0	0	0	0	0	0	0	0	0	9,500	9,810,293	0	0	0	0	0	0	0	0	0	9,500	9,810,293	0	0	9,500	9,810,293	50(10)
51(16)(17)(18)(26)(27)	0	0	0	0	0	0	0	7,037	1,318,200	1,233,000	0	0	0	3,364,000	220,000	0	0	0	0	0	7,037	6,135,200	2,463	0	9,500	6,135,200	51(16)(17)(18)(26)(27)
Unallocated	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60,000	0	0	0	0	0	0	0	0	0	0	Unallocated
TOTAL	400	10,528	44,512	33,298	3,074	0	5,089	8,851	5,740,123	10,305	4,502,708	13,012,758	10,875	48,787,662	48,728,616	9,213,550	1,307,370	8,622,088	5,738	255,980	132,670	140,110,855	4,903	1,461,824	137,573	141,572,679	

TABLE A-1 MAXIMUM INTENSITY STANDARDS BY PLANNING AREA- DETACHED LANDS

Planning Area Number	RESIDENTIAL							MULTI-USE ⁽²⁾		INSTITUTIONAL ⁽³⁾			INDUSTRIAL				COMMERCIAL					MILITARY	Maximum With Additive Units	Maximum With Additive Sq. Ft.			
	Estate 0-1 D.U.	Low 0-5 D.U.	Medium 0-10 D.U.	Med-High 0-25 D.U.	High 0-40 D.U.	High	Unallocated Residential D.U. (25)	0-40 D.U.	Square Feet	0-40 D.U.	Public Facility Sq. Ft.	Educational Facility Sq. Ft.	Urban/Industrial ⁽⁴⁾ 0-40 D.U.	Square Feet	Research/Industrial Sq. Ft.	Community Commercial Sq. Ft.	Neighborhood Commercial Sq. Ft.	Regional ⁽⁵⁾ Commercial Sq. Ft.	Regional Commercial D.U.	Commercial Recreation Sq. Ft.	Maximum Dwelling D.U. (6)(11)				Maximum Square Feet	0-10 D.U.	Sq. Ft.
26(8)	0	0	420	1,580	0	0	0	800	405,100	0	0	46,487	0	0	0	110,000	0	0	0	0	2,800	561,587	0	0	2,800	561,587	
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	0	0	420	1,580	0	0	0	800	405,100	0	0	46,487	0	0	0	110,000	0	0	0	0	2,800	561,587	0	0	2,800	561,587	

**TABLE A-1
MAXIMUM INTENSITY STANDARDS BY PLANNING AREA
GENERAL PLAN FOOTNOTES**

1. For planning areas not yet annexed, the County of Orange maintains land use authority and controls related regulatory activities. Dwelling units and square footage totals may not reflect the Orange County General Plan.
2. This designation allows a variety of land uses, including the high-density residential category.
3. Refer to Objective A-4, Policy (a) for additional institutional category requirements. Within each planning area, actual intensity is regulated by the appropriate agencies involved. The development intensity for institutional uses is in addition to the development intensity allowed in the adopted land use category.
4. This designation provides for a variety of land uses and is based upon 63,476 AM (peak hour), 76,173 PM (peak hour) and 812,673 ADT as the maximum intensity regulating factor (refer to the IBC database), with the exception of Planning Area 4.
5. This designation provides for a variety of land uses, which are regulated by the Irvine Center Development Agreement for PA 33. The development intensity is derived from the Irvine Center Development Agreement adopted August, 1993. The development intensity for PA 33 was determined by converting the allowable points (6,300) to gross leaseable square feet and then multiplying by 1.15 to achieve a gross floor area. As such, the Irvine Center Development Agreement is estimated to allow approximately 8,388,980 square feet of gross floor area. An additional 1,514,000 square feet of gross floor area is permitted subject to the Zoning Ordinance, for a planning area total of 9,902,980 square feet. With the approval of General Plan Amendment 41359-GA (CC Reso. 03-115) in August 2003, residential units were introduced into Planning Area 33 and accompanied by a footnote indicating that non-residential intensity must be reduced by a set amount for every residential unit built so as to avoid any increase in total traffic in Planning Area 33. Based on the approval 3,150 units, the maximum gross floor area is approximately 7,955,092 square feet. In addition, the footnote allows adjustments to the residential and non-residential intensity figures, pursuant to this footnote, without a requirement to file a subsequent General Plan amendment for those adjustments. The actual development intensity within PA 33 may exceed these estimates subject to the traffic provisions

contained in the Development Agreement. Within Planning Area 4, this designation provides for a variety of land uses as provided by the Lower Peters Canyon Development Agreement.

6. The permitted range of dwelling units (low-high) may be less than that allowed by the available acreage. The residential intensity ranges are based on estimated gross figures and may be adjusted through technical refinements to reflect more accurate information at subsequent planning levels.
7. Within Planning Area 12, the multi-use designation allows medium high or high density residential use.
8. On September 26, 1988, the "Memorandum of Understanding Implementing Initiative Resolution 88-1" was approved, establishing a 10,600 dwelling unit cap for Planning Areas 17, 18, 22, 26 and 27. In addition, the Memorandum permits up to 800 dwelling units in lieu of commercial in Planning Area 26, for an overall cap of up to 11,400 dwelling units.
9. Maximum dwelling units within the Regional Commercial designation of Planning Area 4 shall be inclusive of any density bonus units.
10. The University of California controls land use authority and related regulatory activities. Dwelling unit totals are based on the University's Long-Range Development Plan.
11. Total residential Dwelling Units within Planning Area 4 shall not exceed 8,937.
12. Residential uses within Sector 11 of Planning Area 4 shall not exceed 2,830 ADT unless additional environmental documentation ensures traffic mitigation.
13. Reserved.
14. Derived from Planning Area 22 Zone Change [16868-ZC, CC Reso 95-79)].
15. In Planning Area 15, a total of 50,526 square feet of Institutional Uses are located on a site have been allocated equally to two sites designated as High Density Residential and located at 4445 Alton Parkway and 23 Lake Street designated as High Density Residential. Additionally, 5,939 square feet of Institutional Uses have been allocated to a site designated as Multi-Use and located at 5010 Barranca Parkway. This square footage is considered additive and

is not included in the Planning Area 15 total intensity caps.

16. Maximum Square Footages for Multi-Use

Non-Residential Conversions: The “Heritage Fields Project 2012 General Plan Amendment and Zone Change Traffic Analysis, approved November 26, 2013, or subsequent traffic analysis amending those assumptions, analyzed 1,318,200 square feet of Multi-Use (Office) in Planning Area 51. If any other non-residential land uses within 8.1 TTOD zoning district are proposed in-lieu of Multi-Use (Office), the square footage may be adjusted accordingly within the General Plan Table A-1 without the need for a General Plan Amendment.

17. The 1,233,000 square feet in Institutional/Public Facilities in Planning Area 51 includes 122,500 square feet for Orange County Transit Authority facilities; 300,000 square feet for County of Orange facilities; 263,000 square feet for warehousing for homeless providers; 468,000 square feet of institutional uses; 26,000 square feet of sports park; and 53,500 square feet of remote airport terminal.

18. In order to develop at the maximum intensities for Planning Area 51, the property owner has entered into a development agreement, (recorded on July 12, 2005), which requires the dedication of land and the development or funding of infrastructure improvements in excess of the City’s standard requirements, and the commitment to long-term maintenance of public facilities. This agreement was amended by the Amended and Restated Development Agreement adopted pursuant to City Council Ordinance 09-09.

19. To the extent that residential units are built in PA 33, within the 4.7C Urban Commercial District, a corresponding reduction in the allowable non-residential intensity shall occur in terms of equivalent traffic generated. The actual amount of reduction in non-residential intensity will be based upon a conversion rate of 648 square feet of non-residential intensity per dwelling unit (as established in the traffic analysis “City of Irvine Spectrum 1 Traffic Analysis” July 2003). Revisions to the non-residential and residential intensity figures for PA 33 (consistent with this note) are authorized without the need for a subsequent general plan amendment

20. Reserved

21. Reserved

22. Reserved
23. Development Agreement 00310468-PDA vested certain entitlements for the Park Place development (collectively, the “Vested Park Place Entitlements”). The Vested Park Place Entitlements include the right to allocate the maximum permitted intensity of development within Park Place among the various permitted and conditionally permitted uses utilizing the development points system set forth in Section V.E.-736.5 of the 1989 Zoning Code (the “1989 Point System”). The maximum intensity limits for Planning Area 36 allow for up to 3,450 dwelling units within Park Place subject to an overall intensity limit 8,567,880 total points under the 1989 Point System which have been allocated to Park Place under the Vested Park Place Entitlements. To the extent that the 3,450 maximum unit entitlement is not developed at Park Place, non-residential uses may be developed at Park Place by utilizing unused points under the 1989 Point System. Total construction within Park Place shall not exceed any of the following intensity limits: 3,450 residential dwelling units and 8,567,880 points under the 1989 Point System.
24. Reserved
25. Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of unallocated units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.
26. On July 12, 2005, the City and Heritage Fields LLC executed the Great Park Development Agreement that vested Heritage Fields’ right to develop 3,625 base units in Planning Areas 30 and 51 (now referred to as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The November 6, 2008 Planning Commission approval of the Master Affordable Housing Plan and the Density Bonus Application granted the right to develop 1,269 density bonus units in Planning Areas 30 and 51 (now referred to

as Planning Area 51 with the 2012 General Plan Amendment and Zone Change). The City Council later approved the Density Bonus Agreement on August 9, 2009 regarding the implementation of the 1,269 density bonus units. The 2012 General Plan Amendment and Zone Change increase the maximum number of base units to 7,037 (3,625 plus 3,412) and the maximum number of density bonus units to 2,463 (1,269 plus 1,194) for a maximum of 9,500 units.

27. Density Bonus units granted pursuant to state law.
28. The development intensity allocated to 8.1A equates to 175,000 square feet of office use and 325,000 square feet of Research and Development use with a post-2030 trip limit of 5,115 average daily trips, 506 am peak hour trips and 509 pm peak hour trips based on NITM land use rates. To the degree residential units, up to a maximum of 790 dwelling units, or other uses are built in 8.1A, a corresponding reduction in the allowable Office and/or Research and Development intensity shall occur in terms of equivalent traffic generation based on a.m. peak, p.m. peak, and average daily trips. The actual amount of reduction will be based on land use based traffic generation rates, and using an average trip generation rate (10.73 ADT, 0.98 am peak hour trips and 0.94 pm peak hour trips per 1,000 square feet of office use and 9.96 ADT, 1.03 am peak hour trips and 1.06 pm peak hour trips per 1,000 square feet of research and development use) for Office and/or Research and Development intensity and the applicable rates for any proposed non-office use, as determined by the Director of Community Development.
29. The IBC Vision Plan, adopted by City Council in July 2010, assumed a theoretical total of 2,038 density bonus units. This total is based on 655 total density bonus units existing, under construction, approved, or in process at the time of Vision Plan adoption, plus an additional 1,383 potential density bonus units based on the maximum allowed pursuant to state law for the 3,950 potential base units identified to reach the 15,000 base unit cap at the time of Vision Plan approval. The minimum required density is 30 units per acre.

The Maximum Allowable Square Footage within Planning Area 36 can adjust upward or downward based upon the mix of land uses and is not considered a development cap as is the case in other planning areas. This estimated number can be adjusted as needed by City Staff as long as the resulting Planning Area development intensity is within the Planning Area Development Intensity Value budget. Land uses may be changed to any permitted or

conditionally permitted use within the corresponding zoning district, with the established development intensity values.

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

CITY COUNCIL ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE 00870374-PZC TO AMEND CHAPTER 9-4 AND SECTION 3-37-28 OF THE IRVINE ZONING ORDINANCE TO ALLOW THE ADDITION OF 969 DWELLING UNITS TO THE PLANNING AREA DWELLING UNIT CAP FOR PLANNING AREA 4 (LOWER PETERS CANYON) WITH UP TO 1,261 DWELLING UNITS ASSIGNED TO THE 4.9 LOWER PETERS CANYON REGIONAL COMMERCIAL ZONING DISTRICT WITH A CORRESPONDING REDUCTION IN REGIONAL COMMERCIAL SQUARE FOOTAGE, AND TO ADD RESIDENTIAL DEVELOPMENT STANDARDS FOR THE 4.9 LOWER PETERS CANYON REGIONAL COMMERCIAL ZONING DISTRICT; FILED BY IRVINE COMPANY

WHEREAS, the City of Irvine has an adopted Zoning Ordinance which establishes intensity standards for residential and non-residential development by zoning district for each planning area in the city; and

WHEREAS, the Zoning Ordinance does not allow residential development in the 4.9 Lower Peters Canyon Regional Commercial zoning district of Planning Area (PA) 4; and

WHEREAS, Irvine Company proposes to redevelop a commercial site containing approximately 200,000 square feet of inline tenant space into a 1,261-unit apartment complex. The project site is located within the Irvine Market Place regional commercial center located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor (261 Toll Road) and is designated 4.9 Lower Peters Canyon Regional Commercial per the Zoning Ordinance. The associated application for development is Master Plan 00882754-PMP; and

WHEREAS, on April 28, 2022, Irvine Company filed an application for Zone Change 00870374-PZC to amend the text of Chapter 9-4 and Section 3-37 of the Irvine Zoning Ordinance to add dwelling units in PA 4 in support of the new residential development project at Irvine Market Place in PA 4; and

WHEREAS, the proposed Zone Change application includes revisions to text, tables, and exhibits of the City's Zoning Ordinance as follows:

- A. Revise Section 9-4-3 to include 1,261 Maximum Regulatory Dwelling Units (inclusive of Density Bonus units pursuant to applicable State law) in the 4.9 Lower Peters Canyon Regional Commercial zoning district, a total which

includes the reallocation of 293 Unallocated Dwelling Units previously approved for PA 4 to this zoning district;

- B. Revise Section 9-4-3 to reduce the Maximum Regulatory Square Feet in the 4.9 Lower Peters Canyon Regional Commercial zoning district from 865,590 square feet to 666,996 square feet (a reduction of 198,594 square feet);
- C. Revise Section 3-37-28 to identify additional development standards that would apply to residential development in the 4.9 Lower Peters Canyon Regional Commercial zoning district; and
- D. Revise Section 3-37-28 and Chapter 9-4 to make additional changes corresponding to the revisions above; and

WHEREAS, the Zone Change is consistent with and implements the associated General Plan Amendment application (File No. 00863325-PGA) to amend the City of Irvine General Plan by allowing up to 1,261 Regional Commercial dwelling units in PA 4 with a corresponding decrease in commercial square footage; and

WHEREAS, Development Agreement 00900866-PDA is associated with the Zone Change and establishes public benefits and affordable housing opportunities associated with the Irvine Market Place residential development project proposed; and

WHEREAS, Zone Change 00870374-PZC is a "project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, in 1995, the County of Orange Board of Supervisors approved and certified the PA 4 Environmental Impact Report (EIR) [State Clearinghouse (SCH) No. 94041030] for residential and commercial development in PA 4 (the "PA 4 EIR"); and

WHEREAS, in July 2003, the Irvine City Council approved an Addendum to the PA 4 EIR to allow for a multi-family residential development in PA 4 Sector 8 in place of commercial uses; and

WHEREAS, an Addendum to the previously certified PA 4 EIR was prepared pursuant to Section 15164 of the CEQA Guidelines to analyze, *inter alia*, development of 1,261 residential units in the Regional Commercial category of PA 4 as contemplated by the proposed Zone Change in conjunction with the associated GPA and Master Plan applications, and determined there are no new or significant effects on the environment and no additional mitigation measures are needed; and

WHEREAS, on March 14, 2023, the City Council approved the Memorandum of Understanding (MOU) associated with future residential development of 4,500 housing units. The subject site is the first of the six sites included in the MOU to come up for entitlement and it is being evaluated for development of up to 1,261 residential apartment units; and

WHEREAS, on May 4, 2023, the Planning Commission of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public meeting and recommended, by a vote of 4-0-1 (Commissioner Lim absent) that the City Council approve the Zone Change; and

WHEREAS, on May 7, 2023, notice of the May 23, 2023 City Council public hearing was published in the Orange County Register, was posted at the project site and at designated City bulletin boards, and was mailed to all property owners, residents, and homeowners associations within 500 feet of the project site boundaries; and

WHEREAS, the City Council of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public hearing held on May 23, 2023.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. An Addendum to the PA 4 EIR (SCH No. 94041030) was prepared in April 2023 pursuant to Section 15164 of the CEQA Guidelines, and concluded that the proposed project does not create any new impacts that were not previously considered and does not intensify any impacts previously identified, and, therefore, will not have a significant effect on the environment.

SECTION 3. Pursuant to Section 15162 of the CEQA Guidelines, the following has been determined:

- A. There are no substantial changes from the project that will require major revisions to the PA 4 EIR due to new, significant environmental effects or a substantial increase in the severity of impacts identified in the PA 4 EIR.
- B. Substantial changes have not occurred in the circumstances under which the Project is being undertaken that will require major revisions of the PA 4 EIR to disclose new, significant environmental effects or a substantial increase in the severity of the impacts identified in the PA 4 EIR.
- C. There is no new information of substantial importance not known at the time the PA 4 EIR was certified that shows any of the following:
 1. The Project will have any new significant effects not discussed in the PA 4 EIR.

2. There are impacts that were determined to be significant in the PA 4 EIR that will be substantially increased.
3. There are additional mitigation measures or alternatives to the Project that would substantially reduce one or more of the significant effects identified in the PA 4 EIR.
4. There are additional mitigation measures or alternatives that were rejected by the project proponent that are considerably different from those analyzed in the EIR that would substantially reduce any significant impact identified in the PA 4 EIR.

SECTION 4. Pursuant to Section 15164 of the CEQA Guidelines, this project is covered by the previously certified PA 4 EIR (SCH No. 94041030) and the aforementioned Addendum, which serves as the EIR for the proposed project. The effects of the Project were examined in the PA 4 EIR and all feasible mitigation measures and alternatives developed in the certified EIR are incorporated into this project. Based on public testimony and independent judgment, the City Council determines that no new mitigation measures are required. The Addendum to the PA 4 EIR, therefore is recommended to be adequate to serve as the environmental clearance for this project in satisfaction of the requirements of CEQA.

SECTION 5. Pursuant to Fish and Game Code Section 7.11.4 (C), all required Fish and Game filing fees have been paid subsequent to certification of the PA 4 EIR (SCH No. 94041030).

SECTION 6. The City Council hereby makes the findings required by Section 2-38-7 of the Irvine Zoning Ordinance for approval of Zone Change 00870374-PZC as follows:

- A. The proposed zone change is consistent with the City of Irvine General Plan.

The proposed Zone Change, specific to Chapter 9-4 and Section 3-37-28 of the Irvine Zoning Ordinance, is consistent with and implements the Irvine General Plan as it is proposed to be amended through General Plan Amendment 00863325-PGA. The General Plan Land Use Classification covering the subject project area is intended for commercial development that would also support residential uses within same area. The Zone Change would allow up to 1,261 dwelling units in the 4.9 Lower Peters Canyon Regional Commercial zoning district. The corresponding designation of the project site is Regional Commercial, as depicted in the Land Use Element of the General Plan. The Zone Change would remain consistent with other applicable General Plan Elements and policies such as circulation, housing, noise, safety, parks and recreation, among others. Collectively, Irvine's General Plan provides a thoughtful framework that balances development intensity with harmonious land use patterns while ensuring that infrastructure and municipal services are available to serve the development.

The proposed infill residential development project that would be facilitated by the subject Zone Change will be consistent with applicable policies of Irvine's General Plan with respect to open space, transportation, recreation, and housing. This Zone Change will increase the City's housing stock, will be located in an already developed area away from open space, vehicle trips that would originate from the associated development can be accommodated within the existing circulation network capacity, the development site can be serviced without upgrading downstream infrastructure capacity, and the use will be complementary to existing nearby land uses in terms of density and design. As such, the proposed Zone Change is consistent with the General Plan as proposed to be amended through General Plan Amendment 00863325-PGA.

- B. The proposed zone change is consistent with any applicable concept plan.

There is no concept plan for PA 4. As such, this finding does not apply.

- C. The proposed zone change meets all the requirements set forth within Division 8 for the dedication of permanent open space through a specified phased implementation program for affected planning areas and zoning districts.

This project is not required to dedicate open space because it is located outside an affected open space implementation district. As such, this finding does not apply.

- D. The proposed zone change is in the best interest of the public health, safety, and welfare of the community.

The proposed Zone Change will allow infill residential units within an urbanized area of the City, currently designated for commercial development, which is supported by other nearby land uses such as schools, parks, retail centers, and employment opportunities. Allowing residential units in the 4.9 Lower Peters Canyon Regional Commercial zoning district will provide housing that will contribute toward jobs and housing balance in the area. New residents will become part of a fully integrated community. Furthermore, the site is surrounded by existing commercial and residential apartments and can be supported with the existing infrastructure (e.g. roadway network, utilities, etc.). The development would be considered an infill project and will not take away land reserved for open space. By supporting infill development, the City is preserving open space, not contributing to sprawl, and increasing its housing stock (both market rate and affordable) to meet market demand in a way that complements nearby development without detracting from the quality of life that currently exists.

Future development that would be facilitated by this Zone Change will be required to comply with all applicable subdivision, building and safety, noise, and other related codes and ordinances therefore ensuring protection of the

community's health, safety, and welfare. Therefore the proposed Zone Change is in the best interest of the public health, safety, and welfare of the community.

- E. Based upon information available at the time of approval, adequate sewer and water lines, utilities, sewage treatment capacity, drainage facilities, police protection, fire protection/emergency medical care, vehicular circulation and school facilities will be available to serve the area affected by the proposed Zone Change when development occurs.

Existing sewer and water lines, utilities, sewage treatment capacity, and drainage facilities have adequate capacity to accommodate the new units, therefore, new facilities will not be required to be constructed. Roads, police protection, fire protection/emergency medical care, and school facilities are already available and will be able to accommodate the increased demands to serve the planned 1,261-unit residential development in PA 4.

- F. If the proposed zone change affects land located within the coastal zone, the proposed zone change will comply with the provisions of the land use plan of the certified local coastal program.

The City of Irvine has a small area of land within the Irvine Business Complex (PA 36) that is located in the coastal zone. The proposed Zone Change, which would impact an area within PA 4, is located several miles away from the coastal zone. As such, this finding does not apply.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Zone Change 00870374-PZC, as shown in Exhibit A, attached hereto.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____ day of _____ 20__.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was introduced for first reading on the 26th day of April 2022, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ____ day of ____ 2023.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Sec. 2-17-2. Need for Master Plan.

- A. A Master Plan shall be required for certain kinds of developments, as noted below. When both a Master Plan and conditional use permit are required for a project, the submittal of a Master Plan may be waived by the Director of Community Development, provided the conditional use permit includes all the information that would be required for a Master Plan (see Section 2-9-2).
1. Nonresidential development in the following zoning districts:
 - 3.1 Multi-Use.
 - 4.1 Neighborhood Commercial.
 - 4.2 Community Commercial.
 - 4.4 Commercial Recreation.
 - 4.5 Regional Commercial.
 - 4.6 Regional Office.
 - 4.7 Urban Commercial.
 - 4.8 Irvine Center Garden Commercial.
 - 5.5H Medical and Science.
 - 8.1 Trails and Transit Oriented Development.
 2. Residential development in the following zoning districts:
 - 2.2 Low Density Residential.
 - 2.3 Medium Density Residential.
 - 2.4 Medium-High Density Residential.
 - 2.5 High Density Residential.
 - 3.1 Multi-Use.
 - 4.9 Lower Peters Canyon Regional Commercial
 - 5.3 IBC Residential.
 - 8.1 Trails and Transit Oriented District.
 3. All development in the Hillside Overlay District.
- B. At the Director of Community Development's discretion, a Master Plan may be required where:
1. The project is under multiple ownership; or
 2. A development proposal will affect decisions on the remainder of any phased project that will not be addressed in conjunction with the development proposal alone.
- C. In addition to the above, a Master Plan shall be required for all projects located within the Irvine Business Complex (Planning Area 36) which meet any of the following criteria:
1. The site is in excess of 10 net acres in size.
 2. The Master Plan will include two or more principal uses.
 3. The site is proposed to be a receiving site for a transfer of development rights.

(Code 1976, § V.E-212.2; Ord. No. 92-3, 4-14-92; Ord. No. 92-20, § 6, 11-10-92; Ord. No. 93-14, § 3, 10-12-93; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, § 1, 5-9-95; Ord. No. 96-18, § 4, 12-10-96; Ord. No. 97-05, 5-13-97; Ord. No. 06-18, § 4, 10-24-06; Ord. No. 08-08, § 5, 8-12-0; Ord. No. 11-12, § 4(Exh. A), 9-13-11)

Sec. 3-37-28. 4.9 Lower Peters Canyon Regional Commercial.^{1,3}

- A. *Intent.* This category is designed to facilitate the development of regional commercial uses within Sectors 4 and 10 of Lower Peters Canyon. In addition, it is the intent of this category to allow a wide enough range of ancillary uses to encourage full community utilization and to provide for a synergism of compatible commercial activities.
- B. *Permitted uses.*²
1. Accessory use.³
 2. Agriculture.
 3. Arcades, game.
 4. Bar, tavern, cocktail lounge.
 5. Caretaker's quarters.
 6. Child care centers.
 7. Church.
 8. Commercial recreation (over 1,500 square feet).
 9. Commercial recreation (under 1,500 square feet).
 10. Community facility.
 11. Convenience liquor store.
 12. Department stores.
 13. Equipment rental.
 14. Financial institution (except drive-thru).
 15. Fortunetelling.
 16. Fraternal and service clubs.
 17. Government facility.
 18. Greenhouses.
 19. Hospital.
 20. Hotel/motel (after July 1, 2005).
 21. Industries, service.
 22. Information center.
 23. Office, administrative, business, professional.
 24. Office, design professionals.
 25. Office, headquarters.
 26. Office, medical.
 27. Outdoor sales.
 28. Outdoor vendor.

-
29. Parks.
 30. Residential, attached.^{11, 12}
 31. Residential, nonprofit/institutional.
 32. Restaurants.
 33. Restaurant, fast food (except drive-thru).
 34. Retail and/or service business, general (except drive-thru).
 35. Retail business, home improvement related.
 36. Schools, commercial.
 37. Schools, private.
 38. Schools, public.
 39. Single room occupancy (SRO).
 40. Supermarkets.
 41. Utility building and facility.
 42. Vehicle assembly.
 43. Vehicle body repair, paint or restoration.
 44. Vehicle leasing and rentals.
 45. Vehicle repair.
 46. Vehicle sales.
 47. Veterinary services, domestics.
 48. Veterinary services, livestock.
 49. Warehouse and sales outlet.
 50. Warehousing, storage and distribution.
 51. Wireless communication facility (may require a wireless communication facility permit, a minor conditional use permit, a major conditional use permit or may be prohibited, depending on the type of installation and the location of the installation site, pursuant to the review procedures matrix in Section 2-37.5-3).

C. *Conditional uses.*⁶

1. Carwash.
2. Conference/convention facility.
3. Congregate care facility.
4. Convalescent home.
5. Domestic animal care facility.¹⁰
6. Financial institution, drive-thru.
7. Golf course.
8. Health club.

9. Manufactured structure (nonresidential).
10. Massage establishment.
11. Restaurant, "Type 47" ABC License operating after 12:00 a.m.
12. Restaurant, fast food (drive-thru).
13. Gas station/fuel dispenser.⁵
14. Any other use which the Planning Commission finds consistent with the purpose and intent of this district and which is found to be compatible with adjacent planned and/or existing land uses.

	Minimum Site Size	5,000 square feet
	<i>Minimum building site area</i>	10,000 square feet
	<i>Maximum Site Coverage</i>	Area Excluding Required Setbacks (%)
	Residential Uses	80%
	<i>Maximum Dwelling Units</i>	1,261 dwelling units
	<i>Maximum building height</i>	
	<u>Non-residential</u>	50 feet ⁶
	<u>Residential, attached</u>	75 feet ⁶
	Minimum Site landscaping	20%
	Minimum Open Space Area	5% (multifamily only)
	<i>Building setbacks⁷from:</i>	
	<u>Non-Residential</u>	
	Front: ⁸	
	Building under 25 feet in height	10 feet
	Building between 25 feet and 35 feet in height	15 feet
	Building over 35 feet in height	20 feet
	Side: ⁹	
	Building under 25 feet in height	0 feet
	Building between 25 and 35 feet in height	5 feet
	Building over 35 feet in height	10 feet
	Rear	0 feet
	<u>Residential</u>	
	Major Arterial: ⁸	30 feet
	Primary Arterial: ⁸	20 feet
	Secondary Arterial: ⁸	20 feet
	Private Street or Drive:	10 feet
	Eastern Transportation Corridor (SR-261): ⁸	40 feet
	Interior Boundary if adjacent to non-residential uses	
	Side	10 feet ¹³
	Rear	10 feet ¹³
	Building to Building	
	All uses	10 feet

¹ Development within this zoning district is subject to the requirements outlined in Section 9-4-7.A.3.

² Some permitted uses may have to conform to or fulfill conditions of approval imposed in conjunction with previous discretionary approvals. Additionally, a Master Plan application may need to be processed (see Chapter 2-17).

³ Development standards for Planning Area 4 have been established through a development agreement between the City and the property owner approved November 26, 1996. These standards are based on a specific plan approved by the County prior to the City's annexation of Lower Peters Canyon or as modified by development agreement. The development standards in this agreement were codified in the zoning ordinance, and differ from other areas of the City. The development agreement expired in 2017..

⁴ A Master Plan application may be required in addition to a conditional use permit (see Chapter 2-17).

⁵ See Section 9-4-7.A.8 for service station regulations within Planning Area 4.

⁶ Architectural projections (including light towers in the parking areas) comprising less than 10 percent of the total building footprint may exceed the maximum height by up to 15 feet.

⁷ Eaves, cornices, chimneys, outside staircases, balconies and similar architectural features may project six feet into any required setback. Where the setback is less than six feet, the projection shall not exceed 60 percent of the required setback area.

⁸ Measured from the ultimate street right-of-way.

⁹ Measured from the side property line.

¹⁰ Domestic animal care facilities shall require a veterinary certificate of health and proof of current vaccinations for distemper, rabies and parvovirus. Animals may be groomed, trained, exercised socialized and kept or boarded overnight, but not bred, sold or let for hire.

¹¹ Subject to approval of a Master Plan pursuant to Chapter 2-17.

¹² Residential development within this zoning district is subject to the requirements outlined in Section 9-4-7.A.2.h.

¹³ Where residential uses abut potentially incompatible features (e.g. trash enclosures, retail back of house, compressors or similar uses as determined by the Director of Community Development), determination of interior setbacks shall be determined through master plan or conditional use permit.

(Ord. No. 97-06, § 3(V.E-325.4.9), 5-13-97; Ord. No. 05-13, § 4, 7-12-05; Ord. No. 05-16, § 2, 7-12-05; Ord. No. 09-02, § 3, 3-24-09; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 13-08, § 2(Exh. A), 1-14-14 ; Res. No. 15-86, § 3(Exh. A), 8-11-15; Ord. No. 18-05 , Exh. A, 4-24-18)

CHAPTER 9-4. PLANNING AREA 4 (LOWER PETERS CANYON)

Sec. 9-4-1. Land use zoning map.

(See Planning Area 4 map following Section 9-4-3.)

(Code 1976, § V.E-804.1; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 03-32, § 5, 11-18-03)

c. 9-4-2. Introduction.

- A. Planning Area 4 is located in the northern portion of the City. Boundaries include Interstate 5 (Santa Ana Freeway) to the south, Jamboree Road to the west, Culver Drive to the east and Portola Parkway to the north. This boundary includes a small portion of land that extends north of Portola Parkway between Jamboree Road and the west leg of the Eastern Transportation Corridor.
- B. Standards for Planning Area 4 have been established through a development agreement between the City and the property owner approved November 26, 1996. These standards are based on a specific plan approved by the County prior to the City's annexation of Lower Peters Canyon or as modified pursuant to the development agreement. The development standards in this agreement were codified in the zoning ordinance, and differ from other areas of the City. The development agreement expired in 2017.

(Code 1976, § V.E-804.2; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97)

Sec. 9-4-3. Statistical analysis.

			Building Intensity Standard			
General Plan Category	Zoning Number	Zoning District	Maximum Regulatory Dwelling Units	Additive²/Density Bonus³ Dwelling Units	Maximum Regulatory Square Feet	Additive Square Feet²
Residential:						
Medium Density	2.3F	Medium Density	5,361	0	0	0
Medium-High Density	2.4/2.4F	Medium-High Density	2,315	162	0	0
Multi-Use:						
Multi-Use	3.1	Multi-Use	0	0	*85,000	0
Commercial:						
Community Commercial	4.2	Community Commercial	0	0	124,410	0
Regional Commercial	4.9	LPC ⁴ Regional Commercial	1,051	210 ³	666,996	0
Business/Industrial:						

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(Supp. No. 8)

Research and Industrial	5.6	Business Park	0	0	1,423,000	0
Unallocated Dwelling Units ¹	n/a	n/a	0	0	0	0
PLANNING AREA TOTAL			8,727	372	2,299,406	0

*85,000 square feet refers to maximum square footage for commercial uses. All uses shall not generate more than 12,250 ADT unless additional environmental documentation ensures traffic mitigation.

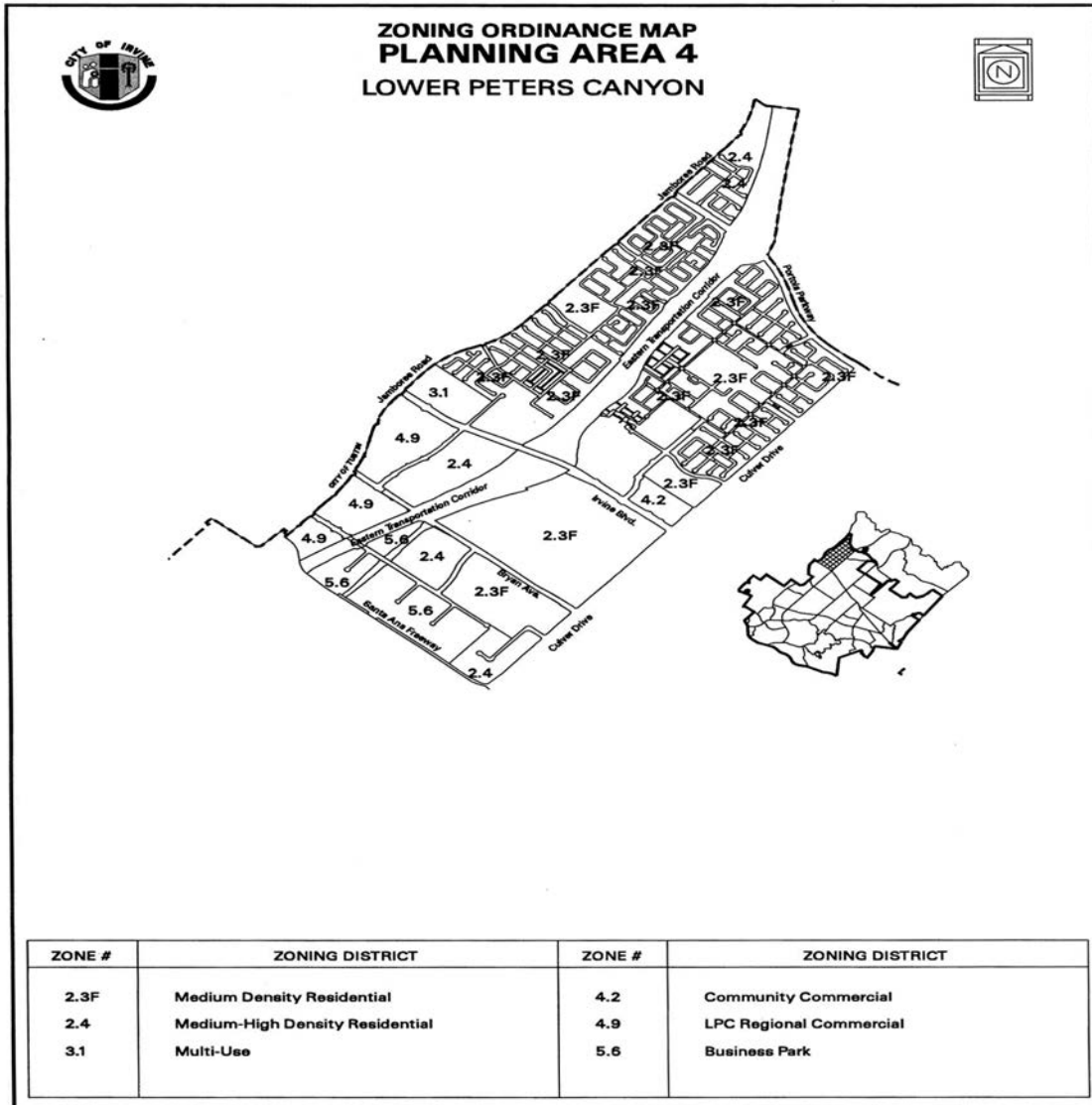
¹Unallocated dwelling units represent those units remaining in a planning area that may be built anywhere in the same planning area. These units are within the maximum development intensity for the planning area; and, therefore, placement of unallocated units into any residential category or category allowing residential uses within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

²See Section 9-0-3.C, Building Intensity Standards.

³Density bonus units. These units are not considered additive.

⁴LPC is the Lower Peter's Canyon Village.

(Code 1976, § V.E-804.3; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 00-15, § 4, 1-9-01; Ord. No. 03-02, § 4, 1-14-03; Ord. No. 03-32, § 5, 11-18-03; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 12-09, § 3(Exh. A), 5-22-12)



Sec. 9-4-4. Land use matrix.

P	=	Permitted
C	=	Conditional
"."	=	Prohibited

	Category					
Land Use	2.3 Medium Density Residential	2.4 Medium- High Density Residential	3.1 Multi- Use	4.2 Community Commercial	4.9 Regional Commercial	5.6 Business Park

Accessory uses (1)	P	P	P	P	P	P
Advertising and publishing businesses	.	.	.	.	.	P
Alternative health care provider (7)	.	.	P	P	P	P
Answering and communication services	.	.	.	.	.	P
Assembly of components or finished products	.	.	.	.	.	P
Agriculture (6)	P	P	C (1)	P	P	P
Antennas (above height limit)	.	.	.	C	C	.
Apiaries	.	.	.	.	.	.
Arcades, game	.	.	.	P	P	.
Automobile parking lots and structures	.	.	.	P	.	.
Automobile repair specialty shop	.	.	.	.	P	.
Bar, tavern, cocktail lounge	.	.	C	C	P	C (2)
Barber and beauty shops	.	.	P	.	.	P
Blueprinting, reproduction, copying, photo supplies, bookbinding, photoengraving and printing	.	.	P	.	.	P
Caretaker's quarters	.	.	.	P	P	.
Carwash	.	.	C	C	C	C
Cemeteries/mausoleums	.	.	.	.	.	.
Child care centers	P	P	P	P	P	C
Churches (and other places of religious worship)	P	P	P	P	P	C
Civic, governmental and cultural	C	C	P	P	P	P
Clinics	.	.	.	P	P	.
Coastal zone development	.	.	.	.	.	.
Commercial recreation, nonresidential districts	.	.	P	P	P	P
Commercial recreation, residential districts	C	C	.	.	.	.

Communication transmitting, reception or relay facilities	.	.	.	P	.	.
Community facilities, public (including private clubs, lodges, union halls)	P .	P .	P .	P .	P .	P .
Community centers, including recreation facilities located internal to and designed to serve a specific residential district	P	P	.	.	.	.
Community centers, located in residential districts, including recreation facilities, but not internal to or designed to serve a specific neighborhood	C	C	.	.	.	.
Community information centers	C	C	P	P	P	P
Concrete recycling facilities	.	.	.	.	.	.
Conference convention facilities	.	.	.	P	C	P
Congregate care facilities	C	C	C	C	C	C
Convalescent home	C	C	C	C	C	.
Convenience liquor store	.	.	C	C	P	C
Cultural facilities (theaters, libraries, art galleries, music halls, observatories)	C	C	P	P	C	P
Dairy, commercial	.	.	.	.	.	.
Day care centers/facilities	P	P	P	P	P	P
Department stores	.	.	C	P	P	.
Domestic animal care facility	.	.	C	C	C	.
Dry cleaners and self-serve laundry	.	.	P	P	.	.
Educational facilities, including off-site institutions of higher learning	.	.	C	.	.	.
Engineering supplies	.	.	.	.	.	P

Equipment rental	.	.	.	.	P	C
Escort bureaus and introductory services	.	.	.	.	.	.
Financial institutions	.	.	P	P	P	P
Financial institutions, drive-thru	.	.	P	C	C	C
Fire stations	C	C	P	P	P	P
Florists	.	.	P	P	.	P
Fortunetelling	.	.	.	P	P	.
Fraternal and service clubs	.	.	.	P	P	.
Gas station/fuel dispenser	.	.	C	C	C	C
Golf courses	C	C	C	C	C	C
Government facilities	P	P	P	P	P	P
Greenhouses, commercial	.	.	C	P	P	C
Guard houses, gates and other security facilities	P	P	P	P	P	P
Health clubs	C	C	C	C	C	C
Heliports	.	.	.	.	.	.
Home care	P	P	.	.	.	.
Home occupations	P	P	.	.	.	.
Hospital, including medical offices/dental walk-in clinics and emergency centers	P	P	P	P	P	P
Hotel/motel	.	.	C (3)	C (3)	P (3)	.
Industries, service	.	.	.	P	P	P
Information center	P	P	P	P	P	P
Intra-community directional signs	P	P	P	P	P	P
Janitorial businesses	.	.	.	.	.	P
Landscaping businesses	.	.	.	.	.	C
Library	.	.	P	P	.	.
Mail-order businesses	.	.	.	.	.	P
Maintenance facilities and structures	C	C	P	P	P	P
Manufactured structures, nonresidential	.	.	C	C	C	C
Manufactured structures, residential	C	C	.	.	.	.
Manufacturing, heavy (components)	.	.	.	.	.	C
Manufacturing, light	.	.	.	.	.	C

Massage facilities and related businesses	.	.	C	C	C	.
Messenger, mail and delivery services	.	.	.	.	.	P
Mining and processing	.	.	.	.	.	.
Miniwarehouse	.	.	.	.	.	C
Model home sales complex	P	P	P	.	.	.
Movie theaters	.	.	.	.	P	.
Motion picture and recording studios	.	.	.	.	.	P
Museum	C	C	P	P	C	P
Nonprofit groups and meeting facilities	.	.	P	.	.	.
Nurseries, wholesale	P	P	.	P	P	P
Nursery schools	P	P	P	P	P	C
Office,						
Administrative	.	.	C	P	P	P
Business	.	.	C	P	P	P
Professional	.	.	C	P	P	P
Offices, design professionals	.	.	C	P	P	P
Office furniture, equipment and sales (including computers, furnishings, installation and interior decoration)	.	.	.	.	P	P
Office, headquarters	.	.	P	P	P	P
Office, planned unit development	.	.	.	C	C	.
Outdoor bazaar	.	.	C	P	P	.
Outdoor sales	.	.	C	P	P	.
Outdoor storage	.	.	.	.	.	C
Outdoor vendors	.	.	C	P	P	C
Packing plants for agricultural products	.	.	.	.	.	.
Parks (including parking for recreational uses)	P	P	P	P	P	P
Parks, private (noncommercial)	P	P	P	P	P	P
Pharmacies, dispensing	.	.	.	P	P	P
Picnic areas	P	P	P	P	P	P
Police stations	C	C	P	P	P	P
Recycling center	.	.	.	.	.	.

Recreation facilities, public and private (including health and tennis clubs and spas)	P	P	P	P	P	P
Recreational vehicle storage, private	.	.	.	.	.	C
Recreational vehicle storage, public	.	.	.	.	.	C
Research and development	.	.	.	.	.	C
Residential, accessory dwelling unit	P(8)	P(8)	.	.	.	.
Residential, attached.	P	P	P(9)	.	P(9)	.
Residential, conventional detached	P	P	.	.	.	.
Residential, nonprofit	P	P	P	P	P	P
Residential, institutional	P	P	P	P	P	P
Residential, planned unit developments	C	C	.	.	.	.
Restaurants	.	.	C	P	P	C
Restaurants, fast food and drive-thru	.	.	C	C	C	C
Restaurants, take-out	.	.	C	P	P	C
Retail and service business, general	.	.	C	P	P	.
Retail and service businesses, home improvement	.	.	C	P	P	.
Schools, private	P	P	P	P	P	P
Schools, public	P	P	P	P	P	P
Short-term rental	.	.	.	.	.	.
Solid waste stations	.	.	.	.	.	.
Stables, private	.	.	.	P	.	.
Stables, public	.	.	.	P	.	.
Supermarkets	.	.	C	P	P	.
Temporary uses (5)	P	P	P	P	P	P
Transportation support facilities, including park-and-ride and other uses intended to promote the use of transportation management programs and systems	.	.	P	.	.	.

Travel agencies	.	.	P	P	.	P
Truck terminals	.	.	.	.	.	.
Utility buildings and facilities	C	C	C	C	P	C
Vehicle assembly	.	.	.	.	P	C
Vehicle body repair, paint or restoration	.	.	.	.	P	.
Vehicle impound yards	.	.	.	.	.	.
Vehicle leasing and rentals	.	.	.	C	P	C
Vehicle repair	.	.	.	C	P	.
Vehicle sales	.	.	.	C	P	C
Vehicle storage	.	.	.	.	.	C
Vehicle wrecking yards	.	.	.	.	.	.
Veterinary services, domestics	.	.	.	P	P	P
Veterinary services, livestock	.	.	.	P	P	.
Vocational schools	.	.	.	.	.	C
Warehouse and sales outlets	.	.	C	P	P	C
Warehousing, storage and distribution	.	.	.	.	P	C

Notes:

- (1) Demonstration only.
- (2) If within restaurants.
- (3) After July 1, 2005.
- (4) If the 20-acre site set aside for the Tustin Unified School District is not used for school purposes.
- (5) As defined in Section 9-4-7.A.9.
- (6) As defined in Section 9-4-7.B.1.d.
- (7) This land use generates traffic trips the same as office, administrative, in the Irvine Business Complex and in the remainder of the City.
- (8) See Chapter 3-26 for specific accessory dwelling unit requirements.
- (9) Subject to approval of a Master Plan.

(Code 1976, § V.E-804.4; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 99-14, § 2, 6-8-99; Ord. No. 05-16, § 2, 7-12-05; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 13-08, § 2(Exh. A), 1-14-14 ; Ord. No. 18-05 , Exh. A, 4-24-18)

Sec. 9-4-5. General development requirements.

A. *Sectors.*

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1. *Description.*
 - a. Sectors, dividing the planning area into 11 subareas, have been established to allow for an intermediate level of planning. This intermediate level of planning is to be done in conjunction with the first subdivision or Master Plan within a sector (Exhibit 1).
 2. *Review process.*
 - a. Prior to or concurrent with City approval of the first subdivision map (except maps for finance and conveyance purposes only) or Master Plan within each sector, the Planning Commission shall review and approve the following for the entire sector (pursuant to the criteria outlined in Section 9-4-5.A.3 below):
 - (1) Ownership of landscape, natural open space and recreation areas.
 - (2) Location, width, and treatment of riding and hiking trails within or contiguous to the site.
 - (3) A list of any alternative development standards proposed as part of the application.
 - (4) Location of significant vegetation and special site features, and an indication of the resources to be altered and the resources to be preserved.
 - (5) Location of extensions of off-site roads, flood control facilities, or utilities to serve adjacent areas.
 - (6) Existing and planned uses on adjoining and proximate lands.
 - (7) Access to the project site and on-site pedestrian and vehicular patterns.
 - (8) Sector(s), location, acreage, types of land use and estimated number of dwelling units (or square footages for each nonresidential use) within each sector and/or building site (if deemed applicable by the Director of Community Development).
 - (9) A community design program which summarizes the design features of the area (i.e., signage design, fencing design, landscape themes, common landscape features (adjacent to arterials), eucalyptus windrow design/preservation concepts, architectural theme, and other community design features (if deemed applicable by the Director of Community Development)).
 - (10) Regional riding and hiking and bicycle trail alignments and design concepts (if deemed applicable by the Director of Community Development).
 - (11) Lower Peters Canyon open space spine and creek design concepts (if deemed applicable by the Director of Community Development).
 - (12) Community park design concepts (size, access, relationship with adjacent land uses) (if deemed applicable by the Director of Community Development).
 - (13) Ownership and maintenance responsibilities for public and private park, recreation and open space uses (if deemed applicable by the Director of Community Development).
 - (14) Access, parking, landscape and architecture themes consistent with the special use park for Sector 9 only (containing mixed-use development surrounding the special use park). This tract map may be approved without the completion of a County-approved general development plan for the special use park.
 - b. The application for said subdivision map or Master Plan shall be accompanied by maps, text, or other documentation to satisfy the above requirements. The form and content of such submittals shall be made to the satisfaction of the Director of Community Development.

3. *Alternative development standards.*

- a. If alternative development standards are proposed in conjunction with the Planning Commission approvals required by Section 9-4-5.A.2 above, a description of the proposed standards and how they differ shall be submitted. In addition, the Planning Commission will consider the following criteria prior to final action on the map, and make appropriate findings, if necessary:
1. *General character.* Relationship in scale, bulk, coverage and density with surrounding land uses.
 2. *Facilities.* The availability of infrastructure facilities to serve the project.
 3. *Harmful effects.* The harmful effects, if any, upon desirable neighborhood environments.
 4. *Traffic.* The generation of traffic and its effect on the capacity and character of surrounding streets.
 5. *Noise.* The existing and predictable future level and quantity of noise the property is subject to and the noise which would be generated by the proposed use.
 6. *Suitability.* The physical suitability of the site for the proposed project.

B. *Interim land uses.*

1. *Permitted uses.*

- a. The existing uses within Planning Area 4, listed below, shall be considered permitted uses; provided, however, that said uses shall be limited to the existing size, scope and location at the date of annexation to the City of Irvine. Maintenance, replacement, and additions shall be permitted for existing uses within Planning Area 4.
- (1) Agriculture and associated uses;
 - (2) Wholesale nursery;
 - (3) Mobile home park (along Culver Drive).

2. *Temporary uses.*

- a. The following temporary uses shall be permitted in conjunction with development in all sectors of the Lower Peters Canyon area:
- (1) Borrow and/or disposal sites and related construction/grading facilities subject to the provisions of the City of Irvine Grading Code; and
 - (2) Model homes, real estate sales offices and construction offices or trailers, per administrative approval by the Director of Community Development.
- b. The following temporary and/or permanent use shall be prohibited in all sectors of the Lower Peters Canyon area:
- (1) Concrete recycling facilities.

(Code 1976, § V.E-804.5; Ord. No. 92-3, 4-14-92; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-06, 5-13-97; Ord. No. 99-14, § 2, 6-8-99)

Sec. 9-4-6. Reserved.

Sec. 9-4-7. Special development requirements.

A. *Land use.*

1. *Sector development intensity.*

- a. The maximum dwelling units within Sector 1 (Medium-High Density Residential) shall not exceed 1,200 dwelling units.
- b. The maximum dwelling units within Sector 2 (Medium Density Residential) shall not exceed 2,040 dwelling units. Within Sector 2, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- c. The maximum dwelling units within Sector 3 (Medium-High Density Residential) shall not exceed 1,200 dwelling units.
- d. The maximum gross floor area within Sector 4 (Regional Commercial) shall not exceed 267,406 square feet and the maximum dwelling units shall not exceed 1,261 dwelling units.
- e. The maximum dwelling units within Sector 5 (Medium Density Residential) shall not exceed 2,910 dwelling units. Within Sector 5, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- f. The maximum gross floor area within Sector 6 (Community Commercial) shall not exceed 136,000 square feet.
- g. The maximum dwelling units within Sector 7 (Medium Density Residential) shall not exceed 1,200 dwelling units. Within Sector 7, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- h. The maximum gross floor area within Sector 8 (Business Park) shall not exceed 1,423,000 square feet. Maximum dwelling units within Sector 8 shall not exceed 422.
- i. The maximum gross floor area devoted to commercial use within Sector 9 (Multi-Use) shall not exceed 85,000 square feet. All uses within Sector 9 shall not generate more than 12,250 average daily trips (ADT) unless additional environmental documentation ensures traffic mitigation.
- j. The maximum gross floor area within Sector 10 (Regional Commercial) shall not exceed 388,000 square feet.
- k. The maximum dwelling units for medium density residential uses within Sector 11 shall not generate more than 2,830 ADT unless additional environmental documentation ensures traffic mitigation. The maximum dwelling units for Medium-High Density Residential uses within Sector 11 shall not exceed 840 dwelling units. Within Sector 11, individual projects may exceed 12.5 dus/acre provided that the sector total is not exceeded.
- l. The maximum dwelling unit and commercial square footage totals for each sector are calculated on a gross acreage basis and apply to the overall sectors and not any particular division of those sectors.
- m. Sector boundaries and acreages are approximate and shall be established by subdivision, Master Plan and/or conditional use permit approval.
- n. The total number of dwelling units for Planning Area 4 (Lower Peters Canyon) shall not exceed 8,937 units.
- o. Adjustments in sector boundaries resulting in an acreage change of 10 percent or more of the total sector for final street alignments, landscaping requirements, geotechnical or engineering

refinements, site plans and/or tentative and/or final subdivision maps shall require approval from the Planning Commission.

- p. Adjustments in sector boundaries resulting in an acreage change of less than 10 percent of the total sector for final street alignments, landscaping requirements, geotechnical or engineering refinements, site plans and/or tentative and/or final subdivision maps shall require the approval of the Director of Community Development.
- q. Commercial sectors (Sectors 4, 6, and 10) may exceed the maximum gross floor area established for the sector by 10 percent provided that the total commercial square footage for Planning Area 4 does not exceed 876,406square feet.

2. *Residential.*

- a. No individual residential project (except affordable housing projects or projects in the 4.9 Lower Peters Canyon Regional Commercial district) shall exceed 25 dwelling units per gross acre.
- b.
- c. Except for residential projects in the 4.9 Lower Peters Canyon Regional Commercial district, the affordable housing goals for Lower Peters Canyon shall be consistent with the Irvine Housing Element in effect on November 26, 1996. The City shall cooperate with the property owner to identify possible public funding programs for affordable housing within Lower Peters Canyon, and the property owner is encouraged to seek such funding as well.
 - (1) In accordance with the Irvine Housing Element, neither the property owner nor any residential builder shall be required to provide any privately subsidized affordable housing, or apply for public financing for affordable housing, or reserve land specifically for affordable housing.
 - (2) The affordable housing goals are not requirements or standards. The provision of ownership housing for moderate-income households (up to 120 percent of the median income) is encouraged.
 - (3) Residential projects in the 4.9 Lower Peters Canyon Regional Commercial district shall be consistent with the Irvine Housing Element in effect at the time of project approval.
- d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
- e. Private streets and driveways.
 - (1) Streets or driveways serving four or less dwelling units and having no parking within the travelway shall have a minimum paved width of 12 feet for one-way traffic or 20 feet for two-way traffic.
 - (2) Streets or driveways used primarily for access to garages or carports for more than four dwelling units and with no parking within the travelway shall have a minimum paved width of 12 feet for one-way traffic or 24 feet for two-way traffic.
 - (3) Streets and driveways where on-street parking will be limited to one side only shall have a minimum paved width of 32 feet.
 - (4) Streets and driveways with on-street parking permitted on both sides shall have a minimum paved width of 36 feet.
- f. Private motor courts.

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- (1) Motor courts serving two to 12 cluster homes shall have a minimum paved width of 24 feet, excluding garage aprons and designated parking spaces.
 - (2) Sidewalks are not required for private motor courts serving cluster homes.
 - (3) Motor courts may include planting areas without raised curbs.
- g. Building massing.
- (1) As a goal, the property owner shall consider site planning techniques and architectural treatments to reduce the impact of building mass when processing Master Plans or conditional use permits for residential development adjacent to Bryan Avenue, Irvine Boulevard and Portola Parkway,. Use of varied building heights, building articulation, landscaping, walls and fences, screening and other similar techniques may be employed to achieve the desired goal.
- h. Multifamily residential.
- (1) All storage, including cartons, containers or trash, will be shielded from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area will be located within setback areas or within 50 feet of any residential building.
 - (2) All lights will be designed and located to minimize off-site impacts.
- i. Standards for all residential housing types within Planning Area 4, except in the 4.9 Regional Commercial zoning district which will be addressed through a master plan, are outlined in Sections 3-37-14 and 3-37-15. Standards for 4.9 Regional Commercial are found in Section 3-37-28.
- j. A screen referred to in this section shall be the same as a "wall or fence" and conform to the following:
- (1) See Chapter, 3-35 Wall and Fence Standards.
 - (2) See Chapter 3-15, Landscaping Standards.
3. *Regional Commercial (Sectors 4 and 10) (Commercial Uses only).*
- a. All exterior and interior lighting shall be designed and located to confine direct rays to the site. Except for necessary security lighting, all lights shall remain off during nonbusiness hours.
 - b. All loading and unloading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All commercial storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of any residential sector.
 - d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
 - e. Mechanical equipment, such as, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, placed on any roof shall be screened from view, where feasible, from abutting sections of streets or highways and/or painted to match building coloration.
4. Community Commercial.
- a. All exterior and interior lighting shall be designed and located to confine direct rays to the site. Except for necessary security lighting, all lights shall remain off during nonbusiness hours.

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- b. All loading and unloading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of a residential sector (or, if a community facility is located within a residential sector, within 50 feet of any residential building).
 - d. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
 - (1) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view, where feasible, from abutting sections of streets or highways and/or painted to match building coloration.
5. *Institutional.*
- a. As provided in the Lower Peters Canyon development agreement, Planning Area 4 has a goal of providing 4,380 square feet of public facility institutional uses and 490,000 square feet of educational facility institutional uses. Such uses shall be permitted in every sector of Planning Area 4. Institutional uses consistent with this goal include:
 - (1) Public and private schools.
 - (2) Churches.
 - (3) Utilities.
 - (4) Public facilities.
 - (5) Libraries.
 - (6) Post offices.
 - (7) Police stations.
 - (8) Fire facilities.
 - (9) Day care centers.
 - (10) Hospitals.
 - (11) Government offices.
 - (12) Educational facilities.
 - (13) Nonprofit housing.
 - (14) Institutional residential.
 - b. The maximum building site area for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.
 - c. The maximum building height for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.
 - d. Building setbacks for institutional uses within Planning Area 4 shall be the same as the district in which the use is established.
 - e. All storage, including cartons, containers or trash, shall be screened from view within a building or area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be

located within setback areas or within 50 feet of a residential sector (or, if a community facility is located within a residential sector, within 50 feet of any residential building).

- f. Maximum height for fences and walls shall be in accordance with Chapter 3-35, Wall and Fence Standards.
- (1) A screen shall be installed along all site boundaries where the facility abuts residential areas. Except as otherwise provided, the screening shall be not less than five feet or more than seven feet in height.
 - (2) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view from abutting streets, highways, residential areas or open space uses.
6. *Multi-Use (Sector 9).*
- a. All lighting shall be designed and located to minimize power consumption and to confine direct rays to the premises.
 - b. All loading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
 - c. All storage, including cartons, containers or trash, shall be shielded from view within a building area enclosed by a wall not less than six feet in height. If unroofed, no such area shall be located within setback areas or within 50 feet of any residential building.
 - d. Screening, as described in Section 9-4-7.A.2.j (required screening is not counted as part of net usable acres):
 - (1) *Abutting residential areas.* A screen shall be installed along all site boundaries where premises abut areas zoned for residential uses. Except where otherwise provided, the screening shall have a total height of no less than six feet and no more than seven feet. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (2) *Streets and intersections.* Screening along all streets and boundaries shall have a height of not less than 36 inches and not more than 42 inches within 20 feet of the point of intersection of:
 - (a) A vehicular accessway or driveway and a street.
 - (b) A vehicular accessway or driveway and a sidewalk.
 - (c) Two or more vehicular accessways, driveways or streets.
 - (3) *Parking areas abutting arterial highways.* A landscaped screen shall be installed along all parking areas abutting an arterial highway. Except as otherwise provided, the screening shall have height of not less than 36 inches and not more than 42 inches. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
 - (4) Notwithstanding the requirements listed above, where the finished elevation of the property at the boundary line, or within five feet inside the boundary, is lower than an abutting property elevation, such change in elevation may be used in lieu of, or in combination with, additional screening to satisfy the screening requirements of this section.
 - (5) All outdoor storage of materials and products shall be screened from view from adjacent residential areas and from adjacent streets and highways.

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- (6) Mechanical equipment placed on any roof, such as, but not limited to, air conditioning, heating, and ventilating ducts and exhaust, shall be screened from view from any abutting street or highway and any abutting areas zoned for residential or open space uses within Planning Area 4.
- e. Except as otherwise established by an approved Master Plan, any permitted business operation shall be performed or carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited to, the following: radio frequency interference, sound, vibration, electromechanical disturbance, electromagnetic disturbance, radiation, air pollution, dust, emission of toxic or nontoxic odors, or toxic or nontoxic matter.
7. *Business Park (Sector 8).*
- a. All lighting shall be designed and located to minimize power consumption and to confine direct rays to the premises.
- b. All loading shall be performed on the site. Loading platforms and areas shall be screened from view from adjacent streets, highways and residential areas.
- c. All storage, including cartons, containers or trash, shall be shielded from view within a building area enclosed by a wall not less than six feet in height. No such area shall be located within setback areas or within 50 feet of any residential building unless overhead screening is provided.
- d. Screening, as described in Section 9-4-7.A.2.j (required screening is not counted as part of net usable acres):
- (1) *Abutting residential areas.* A screen shall be installed along all site boundaries where premises abut areas zoned for residential uses. Except where otherwise provided, the screening shall have a total height of no less than six feet and no more than seven feet. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
- (2) *Streets and intersections.* Screening along all streets and boundaries shall have a height of not less than 36 inches and not more than 42 inches within 20 feet of the point of intersection of:
- (a) A vehicular accessway or driveway and a street.
- (b) A vehicular accessway or driveway and a sidewalk.
- (c) Two or more vehicular accessways, driveways or streets.
- (3) *Parking areas abutting arterial highways.* A landscaped screen shall be installed along all parking areas abutting an arterial highway. Except as otherwise provided, the screening shall have height of not less than 36 inches and not more than 42 inches. Where there is a difference in elevation on opposite sides of the screen, the height shall be measured from the highest elevation.
- (4) Notwithstanding the requirements listed above, where the finished elevation of the property at the boundary line, or within five feet inside the boundary, is lower than an abutting property elevation, such change in elevation may be used in lieu of, or in combination with, additional screening to satisfy the screening requirements of this section.
- (5) *Outdoor storage.* All outdoor storage of materials and products shall be screened from view from adjacent residential areas in Lower Peters Canyon and from adjacent streets and highways.

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- (6) *Mechanical equipment.* Mechanical equipment placed on any roof, such as, but not limited to, air conditioning, heating, and ventilating ducts and exhaust, shall be screened from view from any abutting street or highway and any abutting areas zoned for residential or open space uses within Planning Area 4.
- e. Except as otherwise established by an approved site plan, any permitted business operation shall be performed or carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites, such as, but not limited to, the following: radio frequency interference, sound, vibration, electromechanical disturbance, electromagnetic disturbance, radiation, air pollution, dust, emission of toxic or nontoxic odors, or toxic or nontoxic matter.
8. *Service stations.*
- a. Service stations, including those with the following associated uses, shall be permitted in Sectors 4, 6, 8, 9 and 10 subject to the approval of a conditional use permit by the Planning Commission:
- (1) Sale/installation of petroleum products, tires, batteries and related minor automotive accessories.
 - (2) Minor automobile maintenance, e.g., tuneups, drive belt replacement, muffler/brake repair, electrical repair, washing, and lubricating services. (Heavy automobile repair involving major engine, transmission, drive train or similar work is prohibited.)
 - (3) Convenience store ("mini-market") offering incidental food, packaged goods, and convenience items to the motoring public.
 - (4) Any other use determined by the Director of Community Development to be consistent with the purpose and intent of this chapter.
- b. Development standards:
- (1) The maximum building height shall be 25 feet.
 - (2) Building line regulations (measured from main building):
 - (a) From ultimate right-of-way lines: 20 feet minimum.
 - (b) From interior property lines: 25 feet from any property line abutting an area designated for residential uses. Ten feet from property lines abutting commercially designated areas.
 - (3) All exterior and interior lighting shall be designed and located to confine direct rays to the site.
 - (4) All storage, including cartons, containers or trash, shall be shielded from view within a building or area enclosed by a wall not less than six feet in height. No such area shall be located within setback areas or within 50 feet of any residential building unless overhead screening is provided.
 - (5) All activities other than the sale of motor fuels and lubricants and washing of cars shall be contained in a completely enclosed structure.
 - (6) Screening (as described in Section 9-4-7.A.2.j):
 - (a) Screening along all streets shall be a minimum of 30 inches and a maximum of 42 inches in height.

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- (b) Mechanical equipment placed on any roof, including, but not limited to, air conditioning, heating, and ventilation ducts and exhausts, shall be screened from view from abutting streets, highways or residential areas.
 - (c) Service station uses shall be designed so that operations are shielded from public view. Pump stations and service bays shall be oriented away from public view and landscape berms shall be used as a screen (e.g., reverse bay, backs-up station).
 - c. No portion of a service station site shall be utilized for automobile storage other than for temporary parking of an automobile being serviced or for temporary use by employees during working hours.
 - d. Service stations which are closed for more than 12 consecutive months will be required to submit an application for a new conditional use permit prior to issuance of a new certificate of use and occupancy.
 - 9. *Temporary uses and structures.* The following temporary uses and structures are permitted in all land use categories throughout Planning Area 4:
 - a. *Residential tract sales and rentals.*
 - (1) Model homes, subject to the approval of the Director of Community Development.
 - (2) Garages, attached and detached.
 - (3) Temporary sales office building, or commercial coach.
 - (a) When the proposed temporary real estate office is located so that the described parcel is less than 300 feet from any building site used for residential purposes, the proposed real estate office may be permitted subject to the approval of the Director of Community Development for a maximum time period of two years from the date of approval.
 - (b) A building permit application for a temporary real estate office may be approved for a maximum time period of 18 months from the date of approval. The permit may be extended for one additional year if it is located more than 300 feet from any building site used for residential purposes.
 - (4) Accessory buildings and structures.
 - (5) Recreational facilities that will be a permanent portion of the subdivision.
 - (6) Permanent streets and driveways that will be part of the subdivision after the abandonment of the real estate office use.
 - (7) Temporary children's playgrounds.
 - (8) Temporary and permanent fencing, walks and structural amenities.
 - (9) Temporary vehicle parking and maneuvering areas to provide off-street parking as necessary for employees and guests.
 - (10) Temporary vehicular accessways.
 - (11) Signs in connection with the uses permitted above shall be permitted within a tract on the following conditions:
 - (a) The sign copy shall be limited to matters relating to the tract within which the signs are located.

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- (b) Signs shall have a time limit of existence concurrent with the use of the permitted temporary offices.
 - (c) The maximum sign area for ground signs located at a street entrance shall be 64 square feet.
 - (d) Additional signage, exclusive of signs allowed in (11)(c) above shall be in accord with Division 7; however, they shall not exceed a total sign area of 100 square feet.
 - b. *Construction office.*
 - (1) A temporary construction office during the construction of a main building on the same site shall be permitted upon the following conditions:
 - (a) The construction office shall be removed or converted to a permitted use prior to the issuance of a certificate of use and occupancy for the main building or buildings.
 - (b) If construction is phased over a length of time, the permit may provide that certificates of use and occupancy may be issued for completed buildings, except the last buildings to be completed, prior to removal or conversion of the temporary use.
 - c. *Commercial and noncommercial coaches.*
 - (1) A temporary commercial coach may be approved for a maximum of two years from the date of approval.
 - (2) A cash bond in an amount to be determined by the Director of Community Development for each commercial coach unit shall be posted with the Director of Community Development, to guarantee the removal of each coach unit upon the expiration of the permit.
 - d. *Mobile home residence.*
 - (1) A temporary mobile home is permitted during the construction of a permanent dwelling in all Residential Districts within Planning Area 4 (Lower Peters Canyon).
 - (a) The temporary mobile home shall be located on the same building site and concurrent with the construction of a permanent dwelling.
 - (b) The mobile home shall be permitted for a period of time not to exceed one year, or until the issuance of a certificate of use and occupancy for the main building, whichever occurs first. Time extensions shall be subject to the approval of a conditional use permit by the Planning Commission.
 - (2) A temporary mobile home, ancillary to an existing dwelling on the same building site, is permitted subject to a conditional use permit by the Planning Commission, in all Residential Districts and similar areas.
 - (a) The application shall include evidence as necessary to explain the need and the temporary nature of the proposed use.
 - (b) The application shall include a written guarantee that the mobile home will be removed and the property will be restored to its original state or to a permitted use within 60 days after the expiration date of the use permit.

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- (c) The mobile home shall be permitted for a period of time not to exceed two years after the issuance of a certificate of use and occupancy for such use unless a shorter period of time is specified by the conditional use permit.
 - e. *Seasonal uses.*
 - (1) Seasonal land uses including Christmas tree sales facilities, Halloween pumpkin sales facilities, and off-site sales of single-season agricultural products shall be permitted subject to a seasonal use permit, as outlined in Chapter 2-27.
 - f. *Special outdoor gatherings.*
 - (1) Special outdoor gatherings shall be permitted subject to a special event permit.
10. *Accessory uses and structures.*
- a. See Section 1-2-1 for general definitions for accessory uses and accessory structure and Section 3-5-1 for accessory structures development standards.
 - b. Garages and carports.
 - (1) The placement or construction of garages and carports on any building site used for residential purposes shall comply with the setback requirements for a main building except as otherwise specified as follows:
 - (a) When the building is closer than 20 feet from the ultimate right-of-way line of a street or common driveway providing primary access and circulation to other dwelling units, attached and detached garages shall be located so that the garage entry is a minimum of 20 feet, at the closest point, from the sidewalk (or curblineline, if no sidewalk exists).
 - (b) When alleys, private streets or common driveways are provided specifically as vehicular access to garages and carports when separate access and circulation systems are provided for pedestrians, guests and emergency vehicles, attached and detached garages and carports may be placed anywhere within the rear setback area to within a minimum of five feet from such alley, private street or common driveway.
 - (c) Except as otherwise specified in Subsections (1)(a) and (1)(b) above, detached garages and carports may be placed or constructed any place within the required rear or interior side setback area except within those areas where fences and walls are limited to a maximum height of 3.5 feet.
 - c. Patio covers and roofs. See Section 3-27-7, Lattice/Trellis Patio Cover, Cabana, Pool House, and Gazebo Setback Requirements, for development standards.
 - d. Satellite dish antennas. See Section 3-8-3, Satellite Dish Antenna Standards.
 - e. Swimming pools. See Section 3-27-8, Pools and Spas and Mechanical Equipment Setback Requirements, for development standards.
 - f. Fences and walls. See Chapter 3-35, Wall and Fence Standards.
 - g. Miscellaneous accessory uses.
 - (1) Permitted accessory uses not involving a building or structure may be placed or located on any portion of a building site. However, if any such permitted accessory use is placed or located within the ultimate street right-of-way, it shall be removed by the owner, and at no expense to the public agency involved, prior to the widening of the street.

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- h. Elevated driveway on steep topography.
 - (1) Where the ground slopes down from the street providing vehicular access to a building site, an elevated driveway connecting the dwelling and garage with the street may be installed within the setback area subject to the following provisions:
 - (a) The ground surface elevation of the building site along a line 20 feet from and parallel to the street right-of-way line shall be a minimum of at least five feet lower than the street elevation.
 - (b) The maximum width of the driveway shall be 20 feet.
 - (c) A handrail not exceeding 3.5 feet in height may be installed along the edges of the driveway.
 - (d) A stairway may be constructed from the driveway to the ground surface.

B. *Public and private facilities.*

1. *Open space dedication.*

- a. The County's regional riding and hiking trails and regional bikeways will be incorporated into an open space spine system as conceptually shown on Exhibit 2 (open space spine/regional trail system). Details of the open space spine system shall be further defined in each sector tract map, consistent with Exhibits 2, 3a and 3b (open space spine/regional trail sections).
- b. An enhanced setback on the east side of Peters Canyon Wash, extending 200 feet north of the Santa Ana Freeway (I-5), shall be landscaped to complement Peters Canyon Wash landscaping immediately south of I-5. The enhanced setback shall be consistent with criteria outlined in the Peters Canyon Wash Master Plan (21045-MP).
- c. Certain areas within the entire Lower Peters Canyon area, although privately owned and fenced, may be designated as open space. Through the use of deed restrictions, dedications or similar techniques, these areas may limit development to preserve the open space character.
- d. Prior to approval of the first subdivision map or Master Plan in a sector, the developer shall address jurisdictional regulations for off-site open space dedication areas, as shown in Exhibit 4, and on-site regional riding and hiking trails, to the satisfaction of the Director of Community Development.
 - (1) *Sectors 3, 4, 7 and 8.* An offer of dedication has been recorded which provides for the County of Orange to accept Management Unit III of Limestone Canyon Regional Park no sooner than 90 days following issuance of building permits for 3,559 dwelling units and 54,510 commercial square feet in Lower Peters Canyon Sectors 3, 4, 7 and 8 (Limestone Canyon irrevocable offer of dedication).
 - (2) *Sectors 2, 5 and 6.* The landowner shall record an offer of dedication in favor of the County of Orange for Irvine Open Space District C, as shown in Exhibit 4, prior to a concurrent recordation of the first final tract map within Lower Peters Canyon Sector 2, 5 or 6. The offer will provide that it may be accepted no sooner than 90 days following issuance of building permits for 75 percent of the total development in Sectors 2, 5 and 6 or completion of development therein, whichever occurs first.
 - (3) *Sector 1.* The landowner shall record an offer of dedication in favor of the County of Orange for 26 acres of Irvine Open Space District A, as shown in Exhibit 4, prior to or concurrent with the recordation of the first tract map within Lower Peters Canyon and Sector 1. The offer shall provide that it may be accepted no sooner than 90 days following issuance of

building permits for 75 percent of the development in Lower Peters Canyon Sector 1 or completion of development therein, whichever occurs first.

- (4) *Offers of dedication.* Each offer in Subsections (2) and (3) above shall be subject to nonmonetary encumbrances, easements, liens, restrictions and title exceptions of record or apparent which do not prevent use of the conveyance areas consistent with the uses set forth below:
- (a) The offer shall provide for conveyance of title by grant deed subject to land use restrictions and/or open space easements. This will ensure that the conveyed land, including corresponding means of enforcement, will be used in perpetuity consistent with the intent of the dedication and the purposes to be served by conservation areas. Land reserved for road, transportation, transit, drainage, flood control, water, sewer and utility purposes by public agencies may be excluded from the offer at the landowner's discretion.
 - (b) Mineral and water rights (excluding the right of surface entry) on conveyed lands shall be reserved by the landowner. The landowner will make full written disclosure of toxic and hazardous substances which, to his or her knowledge, were stored on or deposited in the land to be dedicated. Road, transportation, transit, flood control, drainage, water, sewer and utility easements necessary to accomplish development in adjoining areas and/or to accomplish planned facilities by public agencies and utilities on conveyed lands are required if necessary to preserve or facilitate agricultural uses on adjoining Open Space Districts not yet conveyed.
 - (c) The enhancement of habitat areas by the landowner, particularly riparian habitat, shall be allowed in conveyed Open Space Districts, consistent with applicable standards and procedures for purposes of environmental impact mitigation.
 - (d) The City or other appropriate public agency will accept the offer within two years after all other conditions of acceptance have been satisfied. However, acceptance may be delayed beyond two years by mutual agreement of the City and landowner.
 - (e) Prior to being transferred to public ownership, agricultural uses defined below shall be allowed in the Open Space District. Landform, vegetation and drainage modifications pursuant to all allowable uses shall be permitted, except in riparian vegetation areas. Riparian vegetation will not be significantly modified, except as necessary to provide fire protection, access roads, flood control, drainage, water, sewer and utility facilities, or where habitat is to be enhanced as part of a mitigation program approved by the California Department of Fish and Game. The landowner may convey land or easements within the Open Space District to public agencies and utilities for road, transportation, transit, drainage, flood control, water, sewer and utility purposes.
 - 1. Permitted agricultural uses shall include the following:
 - a. Agriculture.
 - b. Community care facilities serving six or fewer persons and large day care homes.
 - c. Parks, playgrounds, and athletic fields (noncommercial).

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- d. Single-family dwelling or mobile home (one per building site).
 - e. Animal hospitals and clinics.
 - f. Apiaries.
 - g. Communication transmitting, reception or relay facilities.
 - h. Employee quarters related to agricultural uses.
 - i. Grading and excavation over 5,000 cubic yards.
 - j. Landfill gas recovery operations.
 - k. Libraries and museums.
 - l. Public/private utility buildings and structures.
 - m. Wholesale nurseries.
2. Conditional agricultural uses subject to a conditional use permit shall include the following:
- a. Airports and heliports.
 - b. Cemeteries, mortuaries, mausoleums and crematories.
 - c. Churches, temples and other places of worship.
 - d. Commercial dairies.
 - e. Commercial outdoor recreation.
 - f. Commercial processing of agricultural minerals.
 - g. Commercial stables.
 - h. Community care facilities serving seven to 12 persons.
 - i. Country clubs, golf courses, riding clubs, swimming clubs, tennis clubs and yacht clubs.
 - j. Educational institution.
 - k. Kennels.
 - l. Livestock feeding ranches in compliance with applicable health and safety regulations.
 - m. Mini-storage facilities.
 - n. Packing plants for agricultural products.
 - o. Research and development testing facilities and activities.
 - p. Sanitary landfills.
 - q. Permanent facilities for sale of agricultural products grown on the site.
 - r. Storage of recreation vehicles, campers, trailers and boats.

2. *Eucalyptus windbreaks.*

- a. Prior to the recordation of any subdivision map (except for financing and conveyance purposes) and the release of the financial security guaranteeing the landscape improvements, the applicant

shall demonstrate compliance with the 1996 eucalyptus windrow maintenance and preservation plan in a manner meeting the approval of the Director of Community Development in consultation with the Director of Public Works and the Chief Building Official.

3. *Special Historic District compatibility.*

- a. For a distance of approximately 900 feet from Irvine Boulevard along the boundary of the Mixed-Use Area (Sector 9), a landscaped area containing eucalyptus trees shall be provided in order to screen the view of future development from the special use park and the surrounding land uses.
- b. Along the northern boundary of the special use park (Sector 9), a 20-foot landscaped area containing eucalyptus trees shall be provided in order to screen the view of future development from the special use park. Residential structures directly abutting the landscaped area will be restricted to a maximum building height of 25 feet.
- c. Prior to the issuance of a demolition permit and/or relocation permit for any structure in the Irvine Agricultural Headquarters Complex (Sector 2) known or anticipated to contain asbestos-containing building materials (ACBMs), the applicant shall:
 - (1) Develop an asbestos management plan for the structure.
 - (2) Complete the demolition and/or relocation in conformity with the United States Environmental Protection Agency national emission standards on asbestos and the corresponding standards of the South Coast Air Quality Management District. Evidence of compliance of the survey and abatement activities shall be provided by the project contractor in writing to the Orange County Fire/Hazardous Materials Unit prior to any disruption of the structure.
- d. Prior to the issuance of a demolition permit for any structure in the boundaries of the National Register eligible Irvine Agricultural Headquarters Complex, the developer shall prepare a written and photographic documentary record of the structure, its historic uses and other features related to the structure. This report shall be prepared to the satisfaction of the Director of Community Development.
 - (1) Copies of the final report shall be provided to and on file with the County of Orange Harbors, Beaches and Parks, the City of Tustin, and the Irvine Branch Public Libraries.

4. *Parks.*

Residential development shall comply with Park Requirements in Section 5-5-1004 and other applicable regulations.

C. *Circulation.*

1. *Streets.*

a. *Culver Drive.*

(1) *Access.*

- (a) Direct vehicular access to the Lower Peters Canyon site from Culver Drive between Bryan Avenue and the Santa Ana Freeway (I-5) will be limited to one signalized intersection at Farwell Avenue.

- (b) Culver Drive shall be improved subject to specifications .

(2) *Culver Drive wall.*

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- (a) If requested by Crestwood Estates Homeowners' Association and approved by the City of Irvine, the landowner shall construct a wall, comparable to the adjoining Culver Drive wall, along the Culver Drive side of the association's existing park prior to the issuance of the first building permit in the Community Commercial Zoning District (Sector 6) within Lower Peters Canyon.
- (3) *Culver Drive edge setback.*
- (a) The setback along the village edge located along the westerly side of Culver Drive between Portola Parkway and I-5 shall be a minimum of 35 feet from the back of the curb.
 - 1. Commercial uses along the Culver Drive edge shall have a minimum setback of 30 feet from the back of the curb.
 - 2. The average village edge width as measured from the back of the curb on Culver Drive shall be 50 feet.
 - 3. Significant open space areas (e.g., public parks, open space spine/regional trail elements, and flood control facility rights-of-way) adjacent to Culver Drive and village entry treatments shall be incorporated into the village edge up to a maximum of 150 feet from the back of the curb.
- (4) *Village edge between Bryan and Escudero.*
- (a) The existing village edge shall be increased by eight feet and improved (at a maximum cost of \$350,000 to The Irvine Company) with landscaping, additional tree planting and a sidewalk, and shall be counted toward the average village edge width of 50 feet.
 - 1. No work shall be required that involves relocation of any utilities, as determined by the owner of those utilities.
 - (b) The property owner shall submit plans for infrastructure improvements at least 60 days prior to issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.
 - (c) The property owner shall commence construction of improvements no later than the issuance of the 1,547th residential building permit as calculated when combining the total of building permits issued in Planning Area 5 and Planning Area 4.
- (5) *Village edge buildings.*
- (a) Residential buildings adjacent to Culver Drive shall be limited to two stories. Architectural features may exceed the height of the roofline.
 - (b) Wherever possible, the property owner shall seek to reduce building mass through a variety of methods, including the use of landscaping, building articulation, walls and fences, screening and other similar design techniques.
- b. *County design standards.*
- (1) Arterial highway, collector, and local street construction within and adjacent to Lower Peters Canyon will be in accordance with County design standards; however, deviations consistent with the Lower Peters Canyon design character and intent may be proposed during the subdivision review process.

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- c. *Arterial setbacks.*
 - (1) Setbacks from all arterials within Planning Area 4 shall be 25 feet, measured from back of curb, as depicted in Exhibits 3a and 3b.
 - (2) Setbacks along arterials containing open space spines within Planning Area 4 shall be 45 feet, measured from back of curb, as depicted in Exhibits 3a and 3b.
 - (3) Setbacks along the Eastern Transportation Corridor are depicted in Exhibits 2 and 3a.
 - 2. *Public transit and transportation demand management (TDM).*
 - a. Prior to the issuance of building permits, the applicant, or any future landowners, shall provide evidence of payment to the City of Tustin for transit fees as prescribed in an areawide transit fee program, if established, in accordance with Lower Peters Canyon Specific Plan General Regulation 18. The issuance of building permits shall not be delayed by the absence of an established transit fee program. In the event that a commuter rail transit fee study has not been completed by November 27, 2000, the landowner's and future landowners' obligation to participate in the areawide transit fee program shall expire.
 - 7. *Engineering standards.*
 - a. Engineering standards applicable to Lower Peters Canyon shall be as described in Exhibits 8a and 8b.
 - 8. *City entry feature.*
 - a. The property owner shall provide a City entry feature at the intersection of Peters Canyon Wash and the I-5 Freeway, consistent in design and scope with similar improvements approved for Sector 10.
 - 9. *Circulation and phasing requirements.*
 - a. Prior to the approval of the first subdivision map or Master Plan in a sector (except for financing or conveyance purposes), the developer shall prepare a traffic study for the sector.
 - (1) The study shall be approved by the Director of Public Works, in consultation with the City of Tustin.
 - (2) The traffic study shall:
 - (a) Identify and assign circulation measures pursuant to the project circulation phasing plan;
 - (b) Evaluate the impact of either the delay of any previously committed circulation improvements or construction of currently unanticipated circulation improvements assumed in the March 1995 Lower Peters Canyon traffic study for each of the horizon years analyzed; and
 - (c) Utilize the circulation system and capacity assumptions consistent with the City of Irvine and the City of Tustin circulation Master Plans and with those additional circulation improvements used by the affected jurisdiction for the applicable horizon year.
 - b. As part of each application for the first subdivision map or Master Plan in a sector, a pedestrian circulation plan shall be submitted and approved to the satisfaction of the Director of Public Works. The plan shall show pedestrian access to regional hiking trails, parks, schools, shopping areas, bus stops and/or other public facilities.

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- c. (Note: This alternative language shall take the place of the following two regulations if they are satisfied prior to the City's annexation of Lower Peters Canyon.) Lower Peters Canyon EIR 557 mitigation measures T-2 and T-3 have been superseded by the Lower Peters Canyon intersection improvement agreement dated June 1997.

10. *Riding and hiking trails.*

- a. Prior to approval of the first subdivision map or Master Plan for Sectors 5, 7 and 8, the developer shall ensure that the Peters Canyon and Hicks Canyon regional riding and hiking trails are incorporated into the site design, including grade-separated undercrossings at Jamboree Road, Culver Drive and the Santa Ana Freeway (I-5), using the existing undercrossing.
 - (1) These trails shall be designed consistent with specifications in the County of Orange Master Plan of regional riding and hiking trails and the regional riding and hiking trails design manual.
 - (2) Subject trails may be included as a joint use within flood control right-of-way.
 - (3) Prior to approval of subdivision maps by the City of Irvine Subdivision Committee, proposed trail designs shall be submitted to the City subject to review and approval of the Director of Community Development.
- b. Prior to the recordation of any applicable map containing trail alignments, the applicant shall irrevocably offer to the City of Irvine, or its designated public agency, the recreational trail for riding and hiking trail purposes and Class I (off-road) bikeway within the tract boundary in accordance with the following:
 - (1) Prior to the recordation of an applicable final tract map, the subdivider shall irrevocably offer to the County of Orange a 16-foot-wide recreation easement including the trail surfaces and wood fence maintenance easement for Peters Canyon regional riding and hiking trail purposes and 16-foot-wide recreation easement including trail surfaces and wood fence maintenance easement for the Class I (off-road) bikeway in a location and in a manner meeting the approval of the Director of Community Development. The subdivider shall not grant any easements over the property subject to the recreation easement unless such easements are first reviewed and approved by the County of Orange. Until such time as the easement is accepted by the County, maintenance and upkeep of the easement area shall be the responsibility of the subdivider or its successors.
 - (2) Prior to the recordation of an applicable subdivision map adjacent to the riding and hiking trail/Class I bikeway, the subdivider shall design the proposed riding and hiking trail and Class I bikeway, and prior to the issuance of building permits adjacent to the riding and hiking trail and Class I bikeway, the applicant shall enter into an agreement and post financial security for a period of 10 years, guaranteeing 150 percent of the cost of the designing, engineering, and construction of the riding and hiking trail and Class I bikeway. Said improvements shall be in accordance with the County-approved area plan for PA 2 (Area Plan 96-2) of the Lower Peters Canyon specific plan, the Master Plan of riding and hiking trails and the County's bikeway Master Plan.
 - (3) Prior to the issuance of a grading permit, the grading plans shall be reviewed by the Director of Community Development to assure that the proposed grading provides for and will not interfere with or preclude the installation of the

recreational riding and hiking trail and bikeway in a location and in a manner meeting the approval of the Director of Community Development.

- (4) Prior to the issuance of the 150th final certificate of use and occupancy within Sector 2-B, or any final certificate of use and occupancy in Sectors 2-C or 2-E (Exhibit 9), and prior to the release of financial security guaranteeing the riding and hiking trail improvements and Class I bikeway improvements within each applicable sector, the riding and hiking trails improvements shall be installed, including the grade-separated crossing of Jamboree Road at Peters Canyon Wash, at-grade crossings of Trevino Drive and Robinson Drive and related improvements (i.e., signals with buttons installed at appropriate heights for pedestrians, bicyclists and equestrians), in a manner meeting the approval of the Director of Community Development.
- (5) Prior to the issuance of the 150th final certificate of use and occupancy within Sector 2-B, or any final certificate of use and occupancy in Sectors 2-C or 2-E (Exhibit 9), the applicant shall furnish to the Chief Building Official a written copy of the Director of Community Development's approval of the improvements installed.

D. *Neighborhood design.*

1. *Community theme.*

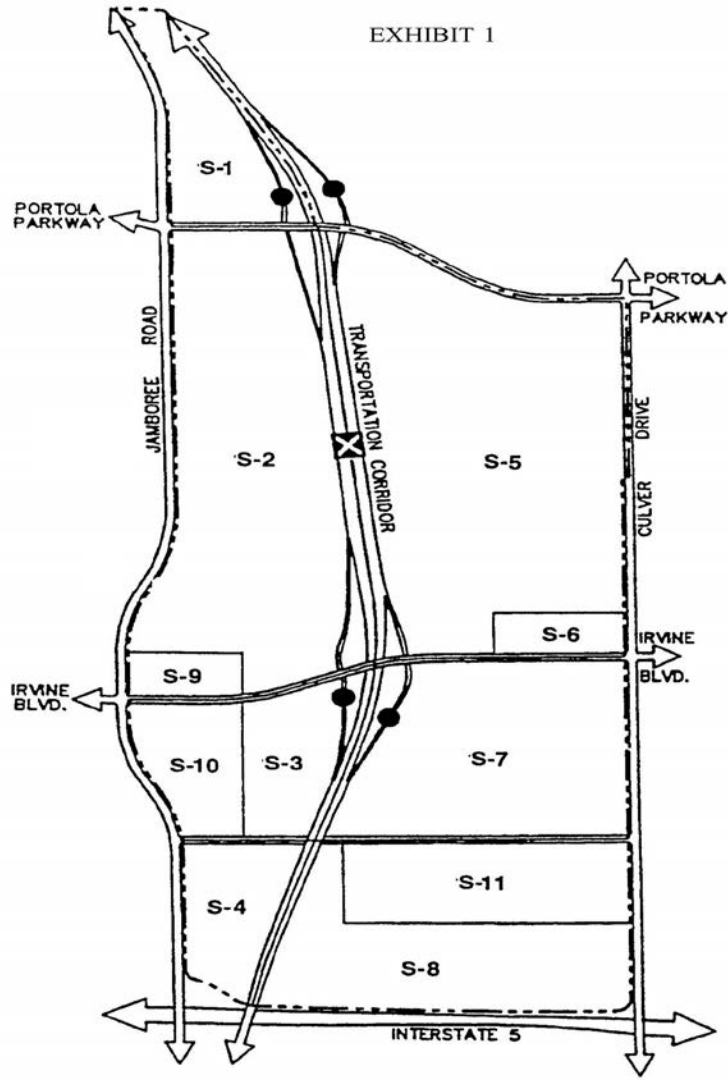
- a. Planning Area 4 is a large-scale multi-use planned development intersected by major regional transportation facilities which provide delineation and definition to subareas within the larger community. The community subareas may be developed in thematically distinct villages or Residential Districts and have their own identity. The open space spine system, including a system of regional and local trails, within Lower Peters Canyon has potential to provide a unifying design feature within the community. Location of public and quasipublic facilities, such as school, community and neighborhood parks, and institutional uses, in proximity to the open space spine system is encouraged where feasible. The use of special landscape treatments and/or thematic elements may be used by the applicant to enhance this system and further embellish distinguishable features of the community. The key to this goal is to create a distinctive community theme and reserve diversity and flexibility so that the community can respond to market changes over time during the 20-year projected schedule for completion.

E. *Chemical management.*

1. *Tanks and pipelines.*

- a. Prior to issuance of certificates of use and occupancy for individual tenant improvements or construction permits for tanks or pipelines, uses shall be identified and, for specified uses, the applicant shall propose plans and measures for chemical management, including, but not limited to, storage, emergency response, employee training, spill contingencies and disposal, to the satisfaction of the Director of Community Development.
 - (1) Chemical management plans shall be approved by the Director of Community Development and other specified agencies such as the Orange County Fire Authority, the Health Care Agency and sewerage agencies to ensure implementation of each agency's respective requirements. A copy of the approved chemical management plans shall be furnished to the Chief Building Official, prior to the issuance of any certificates of use and occupancy.
 - (2) Certificates or permits may be ministerially withheld if features needed to properly manage chemicals cannot be incorporated into a previously completed building, center or complex.

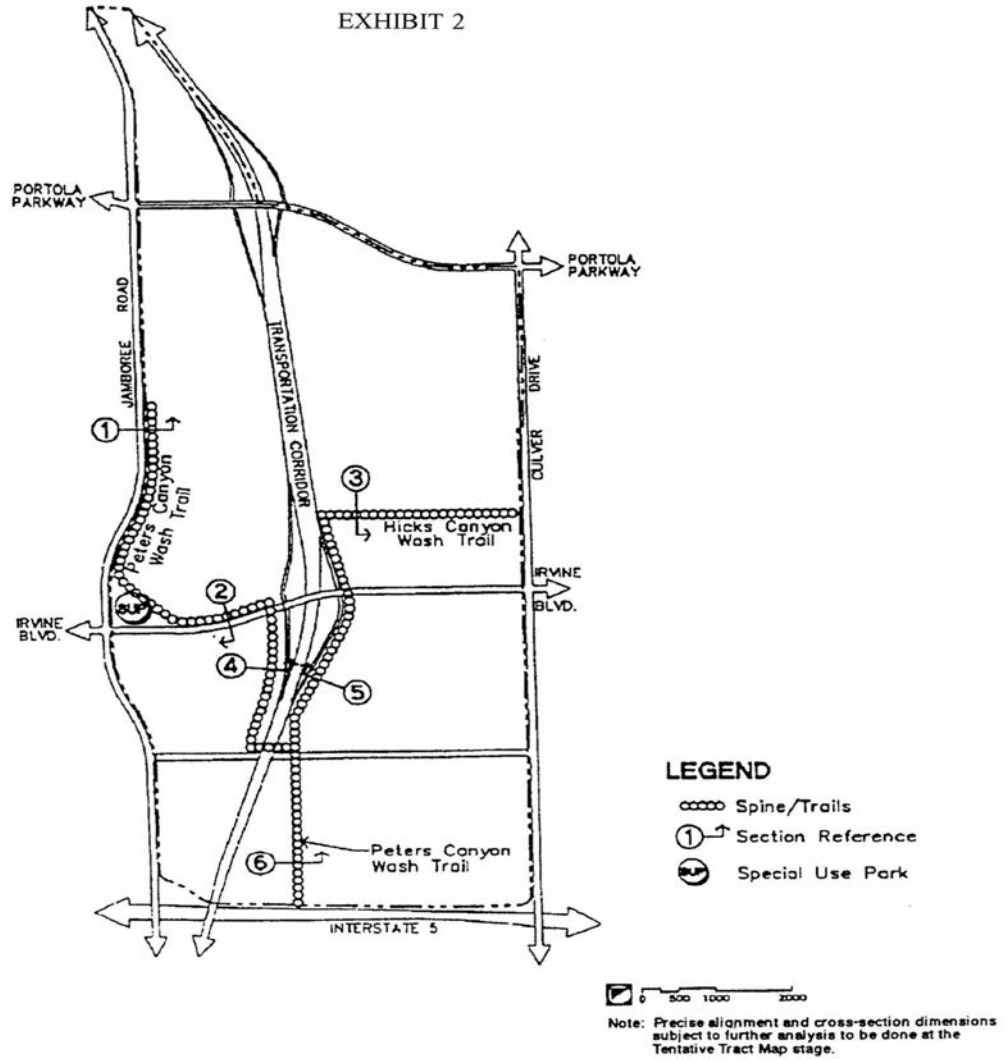
EXHIBIT 1



LOWER PETERS CANYON SECTORS

February 6, 1997

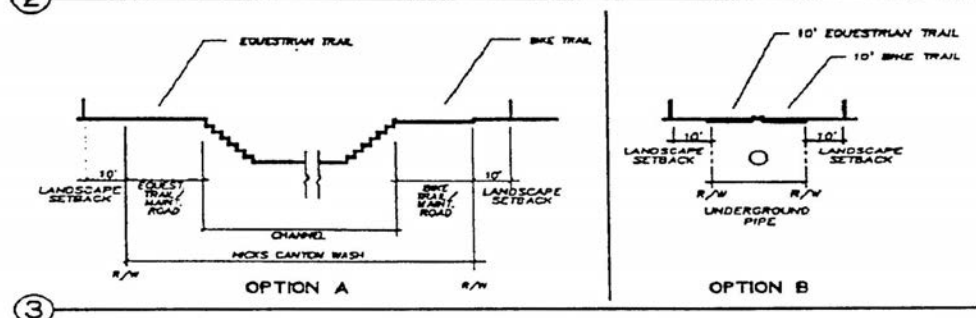
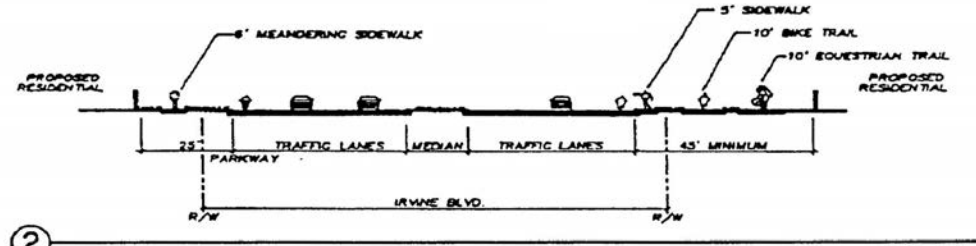
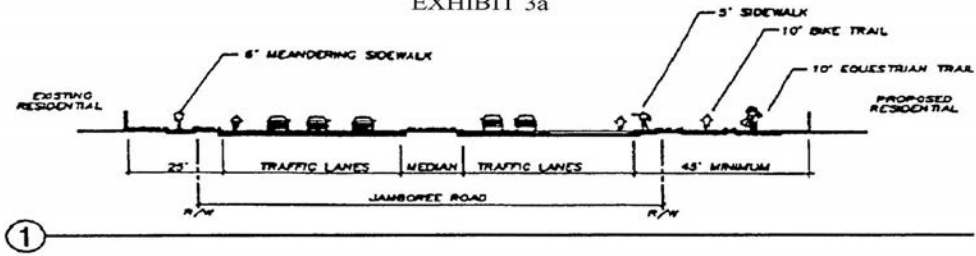
EXHIBIT 2



LOWER PETERS CANYON

OPEN SPACE SPINE/ REGIONAL TRAIL SYSTEM

EXHIBIT 3a



NOTE: PROPOSED ALIGNMENT AND CROSS-SECTION DIMENSIONS ARE SUBJECT TO FURTHER ANALYSIS TO BE DONE AT THE TENTATIVE TRACT MAP STAGE.

LOWER PETERS CANYON

OPEN SPACE SPINE/ REGIONAL TRAIL SYSTEM

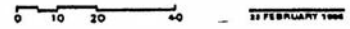
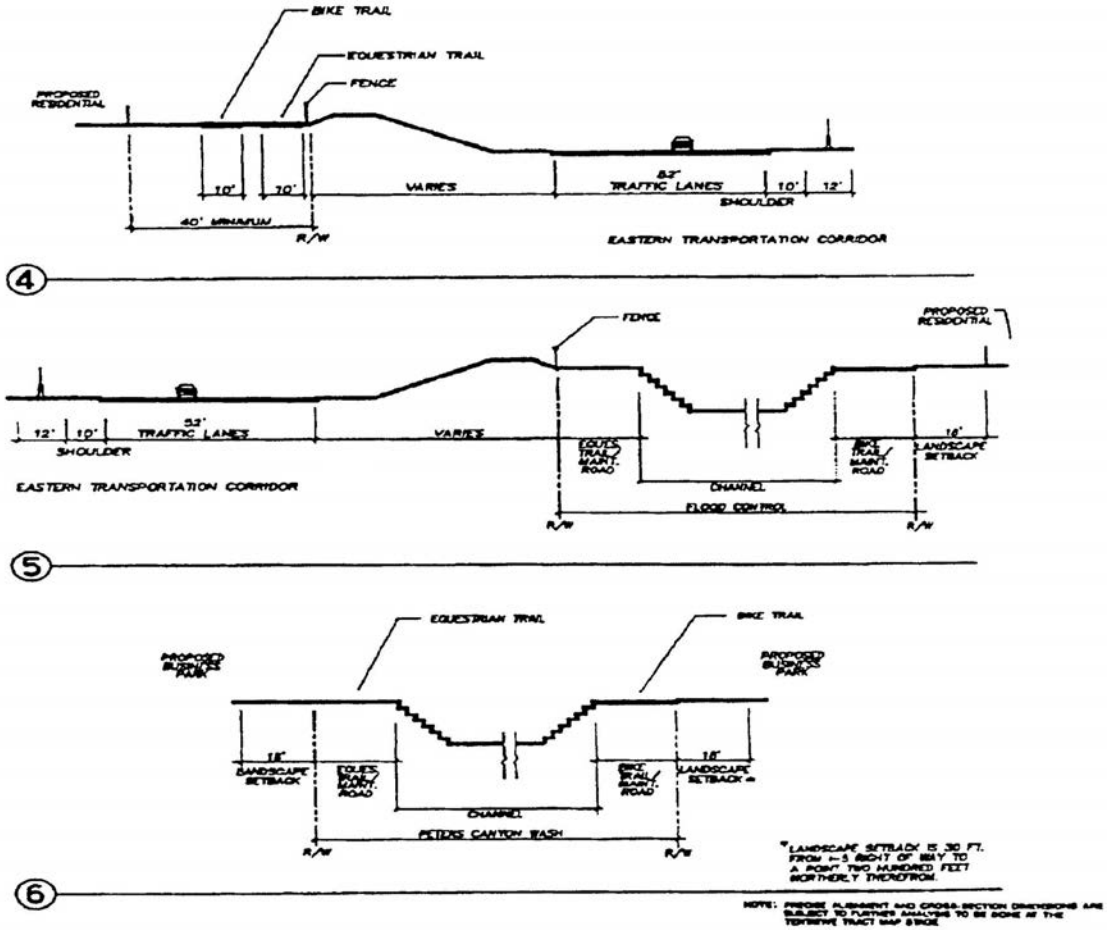


EXHIBIT 3b

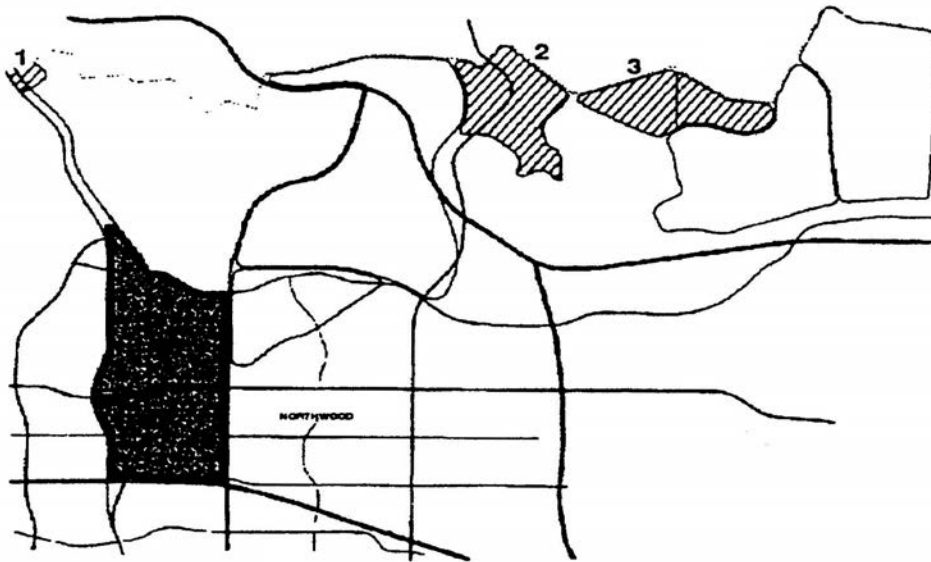


LOWER PETERS CANYON

OPEN SPACE SPINE/REGIONAL TRAIL SYSTEM



EXHIBIT 4



LEGEND

-  DEVELOPMENT AREA
-  DEDICATION AREA

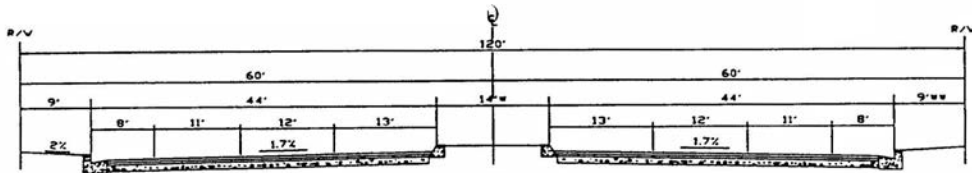
- 1** Irvine Open Space District "A" (Portion of Committed Open Space)
- 2** Irvine Open Space District "C"
- 3** Limestone Canyon Management Unit #1

LOWER PETERS CANYON REGIONAL OPEN SPACE DEDICATION AREAS



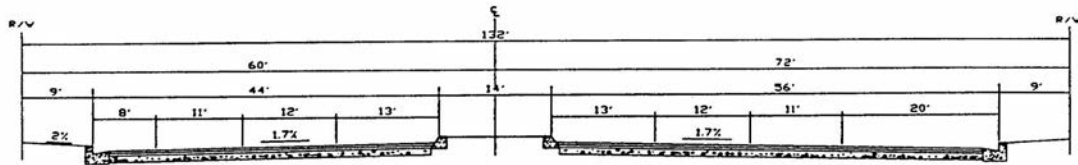
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EXHIBIT 8b

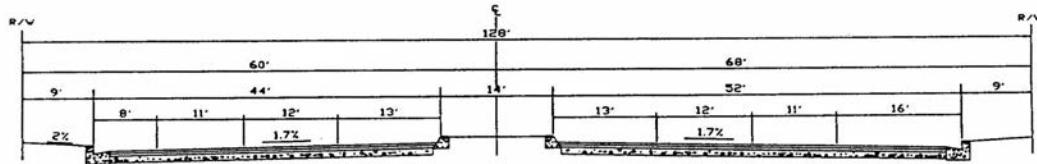


JAMBOREE ROAD
IRVINE BOULEVARD
PORTOLA PARKWAY
CULVER DRIVE
SECTION 1
NO SCALE

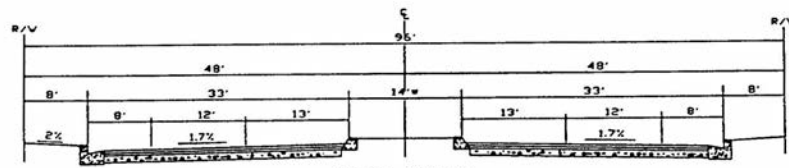
* WIDTH TO 24' FOR DOUBLE LEFT TURN LANE WHERE REQUIRED
** EXISTING PARKWAY WIDTH VARIES ON CULVER DRIVE



(MAJOR/ARTERIAL INTERSECTION)
(WITH SEPARATE RIGHT TURN LANE)
SECTION 1A
NO SCALE



(MAJOR/PROJECT ENTRY)
(WITH SEPARATE RIGHT TURN LANE)
SECTION 1B
NO SCALE



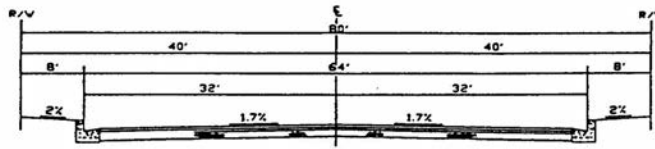
BRYAN AVENUE
SECTION 2
NO SCALE

* WIDTH TO 24' FOR DOUBLE LEFT TURN LANE WHERE REQUIRED

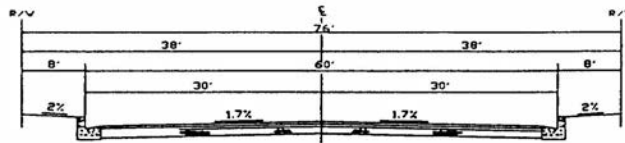
LOWER PETERS CANYON

STREET RIGHT-OF-WAY PARKING WIDTH

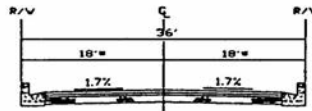
EXHIBIT 8b



EL CAHINO REAL
ETC TO BRYAN AVENUE
SECTION 3
1/8" SCALE

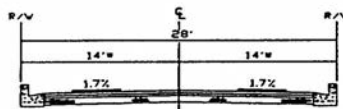


LOCAL ROADWAY
(TRAFFIC VOLUMES GREATER THAN 8,000)
SECTION 4
1/8" SCALE



LOCAL ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING BOTH SIDES)
SECTION 5
1/8" SCALE

* DIMENSION INCLUDES ONE FOOT WITH ROLLED CURB



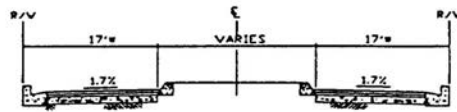
LOCAL ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 6
1/8" SCALE

* DIMENSION INCLUDES ONE FOOT WITH ROLLED CURB

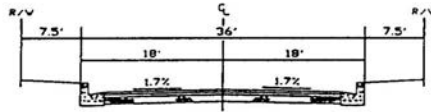
LOWER PETERS CANYON

STREET RIGHT-OF-WAY PARKING WIDTH

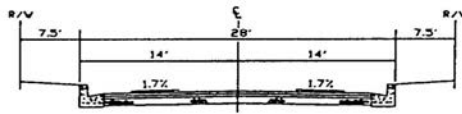
EXHIBIT 8b



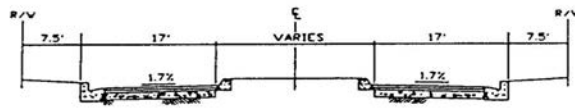
LOCAL ROADWAY WITH MEDIAN
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 7
NO SCALE
* REDUCE SIDEWALK ONE FOOT
WITH ROLLED CURB



LOCAL ENTRY ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING BOTH SIDES)
SECTION 8
NO SCALE



LOCAL ENTRY ROADWAY
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 9
NO SCALE



LOCAL ENTRY ROADWAY WITH MEDIAN
(TRAFFIC VOLUMES LESS THAN 8,000
AND PARKING PROHIBITED)
SECTION 10
NO SCALE

LOWER PETERS CANYON

STREET RIGHT-OF-WAY PARKING WIDTH

3 OF 3

CITY COUNCIL ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT 00900866-PDA TO ESTABLISH PUBLIC BENEFITS AND AFFORDABLE HOUSING OPPORTUNITIES ASSOCIATED WITH THE IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN PLANNING AREA 4 (LOWER PETERS CANYON); FILED BY IRVINE COMPANY

WHEREAS, an application has been filed by Irvine Company, requesting approval of Development Agreement 00900866-PDA associated with the development of a new residential apartment complex with up to 1,261 units located in Planning Area (PA) 4 (Lower Peters Canyon); and

WHEREAS, Irvine Company proposes to redevelop a commercial site containing approximately 200,000 square feet of inline tenant space into a 1,261-unit apartment complex. The project site is located within the Irvine Market Place regional commercial center; and

WHEREAS, on March 14, 2023, the City Council approved a Memorandum of Understanding (MOU) associated with future residential development of 4,500 housing units. The subject site is the first of the six sites included in the MOU to come up for entitlement and it is being evaluated for development of up to 1,261 residential apartment units; and

WHEREAS, the Development Agreement applicability is limited to the 15.52-acre site located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor (261 Toll Road); and

WHEREAS, the Development Agreement is associated General Plan Amendment 00863325-PGA, Zone Change 00870374-PZC, and Master Plan 00882754-PMP, which all work in concert to effectuate the development of the residential project; and

WHEREAS, the Development Agreement does not append, rescind or revise any approvals or conditions for development of the proposed residential project at the subject property. Instead, the Development Agreement would vest the approvals noted above for a period of fifteen (15) years and provides a public benefit in the form of agreed upon terms regarding:

- A. Rental housing being located within an established mixed-use district where existing infrastructure is in place;

- B. The addition of 211 new affordable housing units at the Very-Low, Low, and Moderate income levels for a period of 75 years, exceeding City's current standards, to the City's housing stock; and
- C. Payment of a public benefit fee (which equates to \$14,500 per residential unit) to be used at the sole discretion of the City for municipal purposes such as enhancements to existing parks, trails, bridges, and affordable housing; and

WHEREAS, Irvine City Council Resolution No. 82-68 established procedures and requirements for the consideration of approval, amendment, and/or cancellation of a statutory Development Agreement in accordance with Govt. Code Title 7, Division 1, Chapter 4, Article 2.5 Development Agreements, Section 65865; and

WHEREAS, the Planning Commission of the City of Irvine has considered information presented by the applicant, the Community Development Department, and other interested parties at a duly-noticed public hearing held on May 4, 2023.

WHEREAS, on May 7, 2023, notice of the May 23, 2023 City Council public hearing was published in the Orange County Register, was posted at the project site and at designated City bulletin boards, and was mailed to all property owners, residents, and homeowners associations within 500 feet of the project site boundaries; and

WHEREAS, the City Council of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public hearing held on May 23, 2023; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. Pursuant to Section 6 of the City of Irvine CEQA Procedures and Sections 15162, 15168, and 15378 of the State CEQA Guidelines, the City Council approves: (1) the development vested by this Agreement conforms in all respects to development studied in and contemplated by the certified PA 4 Program Environmental Impact Report (EIR) [State Clearinghouse (SCH) No. 94041030] as refined through the April 2023 Addendum prepared for the project (the "PA 4 EIR") and (2) that this Agreement will not have any new or different environmental impacts from the development which is the subject of the EIR; and (3) that there are no changes to the project, changes in circumstances or new information that would require the preparation of subsequent or supplemental environmental review for the matters covered by the Agreement under CEQA Guideline Section 15162 and Public Resources Code Section 21166, and, therefore, this action falls within the scope of the EIR and its corresponding approved project.

SECTION 3. The City Council make the findings required by City Council Resolution No. 82-68 for approval of Development Agreement 00900866-PDA as follows:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

Development Agreement 00900866-PDA is consistent with the Irvine General Plan in that the use and development intensity described in the Master Plan, as vested by the Agreement, correspond to the land uses and maximum number of residential units as regulated in the General Plan for PA 4, upon effectuation of the associated General Plan Amendment and Zone Change applications. As there are no applicable specific plans affecting the subject site, that portion of the required finding is not applicable. Therefore, the proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan.

- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

Development Agreement 00900866-PDA is consistent with the uses within the land use district and surrounding areas in which the real property is located, upon effectuation of the associated General Plan Amendment and Zone Change applications.

If the City Council is inclined to make the findings that the project is compatible with the uses authorized in, and the regulation prescribed for the land use district in which the property is located, that it is the best interest of the City of Irvine to approve the Development Agreement be approved as an integral part of that application.

- C. Is in conformity with public convenience, general welfare and good land use practices.

The Development Agreement is in conformity with the City of Irvine's standards for public convenience, general welfare, and good land use practices in that the Development Agreement does not independently set or revise any land use approvals. The Development Agreement sets forth the affordable housing requirements and public benefit contributions agreed to by the applicant.

- D. Will not be detrimental to the health, safety and general welfare.

All future development proposed on the subject site is required to comply with all applicable local, regional, state and federal regulations regarding health and safety matters.

- E. Will not adversely affect the orderly development of property or the preservation of property values.

The Development Agreement will not adversely affect the orderly development of property and will preserve property values in that it promotes a quality residential mixed-use project using sustainable development practices. The Development Agreement will vest underlying approvals for a period of 15 years. Future residential development will replace existing in-line commercial development that is approximately 200,000 square feet in area.

SECTION 4. That Development Agreement 00900866-PDA vests development approvals for the Irvine Company, and/or subsequent owners for the 15.52-acre project site located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor for a period of fifteen (15) years.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Development Agreement 00900866-PDA, as shown in Exhibit A, attached hereto.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____ day of _____ 20__.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was introduced for first reading on the 23rd day of May 2023, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ____ day of ____ 2023.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attention: City Clerk

(Space Above this Line is for Recorders' Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine under the authority of Government Code § 65868.5 requiring recordation by the County recorder and is exempt from the payment of a recording fee pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT

Pursuant to Government Code §§ 65864-65869.5

by and among

CITY OF IRVINE

and

IRVINE MARKET PLACE II LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this ___ day of _____, 2023, by and among the CITY OF IRVINE, a California municipal corporation (the “**City**”), and IRVINE MARKET PLACE II LLC, a Delaware limited liability company (“**Landowner**”). The City and Landowner are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to such terms in Section 1 of this Agreement.

B. Landowner owns the real property, which is approximately 15.5 acres of land, located within the boundaries of the City, more specifically described in Exhibit A to this Agreement (the “**Property**”).

C. The City adopted a General Plan amendment, zone change, master plan and tentative parcel map, which are more specifically described in the “**Development Plan**” set forth in Exhibit B to this Agreement. Landowner intends to develop the Property in accordance with the Development Plan. Landowner’s planned development of the Property under the Development Plan is referred to as the “**Project**”.

D. On March 14, 2023, Landowner (or an affiliate of Landowner on Landowner’s behalf) and the City entered into that certain Memorandum of Understanding Regarding Affordable Housing and Related Matters Between the City of Irvine and Irvine Company (“**MOU**”), which provides in part for a comprehensive master planning approach for future Landowner development projects, such as the Project, including related affordable housing requirements. For reference purposes only, and not for purposes of adding any additional rights or obligations under this Agreement, the MOU is attached hereto as Exhibit F and incorporated herein by this reference.

E. In connection with the affordable housing requirements under the MOU, it is the intent of the Parties that the Affordable Housing Provisions in Section 6 below shall, throughout the Term of this Agreement, be applicable to the Property for the applicable terms as set forth therein. The Parties intend that no further affordable housing obligations shall be required to satisfy the affordable housing requirements applicable to the Project.

F. Pursuant to the MOU, Landowner (or an affiliate of Landowner) will convey to the City or its designated land trust 4.69 acres of land known as the Technology Drive site, as more particularly described in the MOU. Landowner (or an affiliate of Landowner) also will extinguish 92 existing Low Income housing credits in connection with its conveyance of the Technology Drive site, as more specifically discussed in the MOU. With the conveyance of the Technology Drive site and extinguishment of the existing Low Income housing credits, City and Landowner have agreed that the Project has satisfied the requirements under Sections 4.4.1.ii and 4.4.1.iii of the MOU with respect to the amount of Very Low Income housing units and Low Income housing units required by those Sections of the MOU.

G. In light of the nature of the development projects, as an incentive under the State Density Bonus Law, and City's determination that it does not anticipate a need to construct new community-level sports parks, the MOU provides that enumerated development projects, including the Project, will be exempt from the park dedication requirements of Section 5-5-1004 of the Irvine Municipal Code ("**Park Dedication Requirements**").

H. In addition to the incentive set forth in the above Recital, the Project will include the additional bonus units, incentives, concessions, and/or waivers pursuant to the State Density Bonus Law and the Density Bonus Housing Agreement as further set forth in the Affordable Housing Summary (defined below).

I. The MOU further provides that, in consideration for the understandings set forth in the MOU, Landowner will pay a public benefit payment that will be used by the City for municipal purposes determined in the City's sole discretion.

J. The MOU further provides that the City will process development agreements securing vested development rights and the terms necessary to implement the MOU. The City has determined that the terms of the MOU and this Agreement satisfy the Affordable Housing Ordinance and the Parks Code and substantially advance the goals of the City's Housing Element. This Agreement provides Landowner with the financial and legal assurances needed to proceed with the development of the Project.

K. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, Section 65864, *et. seq.*, of the California Government Code. The Development Agreement Statute authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property and to provide for the development of such property and to vest certain development rights therein. Pursuant to the authorization set forth in the Development Agreement Statute, the City adopted Resolution No. 82-68 on July 13, 1982, establishing procedures for the consideration and approval of development agreements.

L. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute. This Agreement eliminates uncertainty in planning for and secures the orderly development of the Project; ensures a desirable and functional community environment; provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project; assures attainment of the maximum effective utilization of resources within the City; and provides the City and its residents the significant public benefits, thereby achieving the goals and purposes of the Development Agreement Statute. In exchange for these public benefits, Landowner desires to receive the assurance that it may proceed with development of the Property in accordance with the terms and conditions of this Agreement, the Existing Land Use Regulations, and the Development Plan, which are all described in further detail below.

M. The City has determined that the Project is consistent with the goals and policies of the City's General Plan and imposes appropriate standards and requirements with respect to the development of the Property in order to maintain the overall quality of life and the environment

within the City. The City has further determined that this Agreement is in the best public interest of the City and its residents and that adopting this Agreement constitutes a present exercise of its police power. The Project is within the scope of the project covered by the certified Lower Peters Canyon Specific Plan Final Environmental Impact Report (SCH No. 94041030) (the “**Final EIR**”). Prior to its approval of this Agreement, the City, pursuant to CEQA, prepared an addendum to the certified Final EIR and completed its environmental review of the Project. The Parties acknowledge that the Final EIR and addendum has been prepared for the development of the Property and the adoption of the Development Plan for the Property. The Parties acknowledge that the Final EIR and addendum concludes and the City has found in connection with its approval of this Agreement based on the Final EIR and addendum, that subject to incorporation and implementation of the mitigation measures and project design features adopted as part of the approval of the Development Plan, as well as existing plans, programs, and policies, there is no current deficiency or pending deficiency in any municipal services or facilities (including without limitation sewer, solid waste disposal, drainage, flood control, water supply, street, police, fire, and similar infrastructure and municipal services) required for the development of the Property.

N. On _____, 2023, the Planning Commission of the City held a public hearing on this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved. On _____, 2023, the City Council also held a public hearing on this Agreement, considered the Planning Commission’s recommendations, and found that this Agreement is consistent with the City’s General Plan.

O. In accordance with the Development Agreement Statute, the City Development Agreement Regulations, and applicable law, on ___ the City Council adopted Ordinance No. __, finding this Agreement consistent with the City’s General Plan and approving this Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Landowner hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

“**Affordable Housing Ordinance**” shall mean the comprehensive program for the provision of affordable housing as set forth in Chapter 2-3 of the City of Irvine Zoning Ordinance.

“**Affordable Housing Provisions**” shall mean the provisions set forth in Section 6 below.

“**Affordable Housing Summary**” shall mean the summary of affordable units provided in the Project as attached as Exhibit D hereto.

“**Affordable Units**” shall mean the residential units to be rented by Landowner (or such other owner with respect to Affordable Units not within the Project) to Very Low Income, Low Income, or Moderate Income households at affordable rents in accordance with this Agreement and the Density Bonus Housing Agreement.

“**Agreement**” shall mean this Development Agreement by and between the City and Landowner.

“**Annual Review**” shall have the meaning ascribed in Section 10.1 of this Agreement.

“**Area Median Income**” shall mean the Orange County area median income as published periodically by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation based on the median household income as annually established by the United States Department of Housing and Urban Development.

“**City**” shall have the meaning ascribed in the introductory paragraph to this Agreement.

“**City Council**” shall mean the governing body of the City.

“**City Development Agreement Regulations**” shall mean the regulations establishing procedures and requirements for the consideration of development agreements set forth in the City’s Resolution No. 82-68 adopted by the City Council on July 13, 1982, as the same may be amended from time to time.

“**Defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“**Density Bonus Housing Agreement**” shall mean that certain Density Bonus Housing Agreement between City and Landowner in the form mutually approved by City and Landowner.

“**Development Agreement Statute**” refers to Sections 65864 through 65869.5 of the California Government Code, as the same may be amended from time to time.

“**Development Fees**” shall mean the monetary consideration charged by the City in connection with a development project, including the Project, for the purpose of defraying all or a portion of the cost of mitigating the project impacts and funding development of the public facilities related to the development of the Project. Development Fees shall not include: (i) the City’s normal fees established by Resolution No. _____ for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection, and similar fees imposed to recover the City’s costs associated with processing, reviewing, and inspecting applications, plans, specifications, etc.; or (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, whether or not such fees are collected by the City.

“**Development Plan**” shall mean the Project as set forth in Exhibit B to this Agreement.

“**Effective Date**” shall mean the date that is the later of: (i) the date that the ordinance approving this Agreement becomes effective, or (ii) the date that this Agreement is executed by the City and Landowner and recorded in the Official Records of Orange County, California.

“**Existing Land Use Regulations**” shall mean the City’s General Plan, Zoning Ordinance, and all other ordinances, resolutions, rules, policies, and regulations adopted or utilized

by the City for the processing of development projects, which govern development and use of the Property in effect on the Effective Date of this Agreement, including without limitation: (i) the permitted uses of the Property; (ii) the density and intensity of use, maximum height, size and setback requirements of proposed buildings; (iii) provisions for the reservation and dedication of land for public purposes including, without limitation, for park purposes; (iv) traffic study guidelines; (v) Development Fee requirements; (vi) requirements for the provision of affordable housing and the regulation of rents or sale prices for housing; and (vii) subject to the last sentence in this paragraph, construction standards and specifications, all as set forth in Exhibit C to this Agreement. If Landowner, in its sole and absolute discretion, consents in writing to amendments or changes to these documents adopted by the City or voter initiative after the Effective Date of this Agreement, then those amendments or changes shall be considered to be part of the “Existing Land Use Regulations” for purposes of this Agreement. If such amendments or changes are made, then the City and Landowner shall prepare a revised Exhibit C which reflects such amendments or changes, which revised Exhibit C shall be approved by the City Manager, and the City Manager is authorized hereby to replace Exhibit C with such approved revised exhibit. The term “Existing Land Use Regulations” does not include the Uniform Codes pertaining to construction adopted for general application in the City.

“**General Plan**” shall mean the City of Irvine General Plan, as it exists on the Effective Date of this Agreement, which expressly includes General Plan Amendment _____, and as it may further be amended by the City from time to time and applicable to the Property pursuant to Section 4.6 of this Agreement.

“**Landowner**” shall mean Irvine Market Place II LLC, a Delaware limited liability company.

“**Landowner Affiliate**” shall mean The Irvine Company LLC, Irvine Management Company or any person or entity controlling, controlled by, or under common control with either such entity.

“**Low Income**” shall mean persons or households earning between 51 percent and 80 percent of the Area Median Income, adjusted for household size.

“**Market Rate Units**” shall mean residential units within the Project to be rented by Landowner without restriction to income levels or rental rate.

“**Moderate Income**” shall mean persons or households earning between 81 percent to 120 percent of the Area Median Income, adjusted for household size.

“**Mortgage**” shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

“**Mortgagee**” shall mean the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

“**Non-defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“**Non-Density Bonus Units**” shall mean the base residential units permitted pursuant to the Project’s Development Plan.

“**Park Dedication Requirements**” shall have the meaning ascribed to it in Recital G of this Agreement.

“**Project**” shall mean the development of the Property under the Development Plan pursuant to this Agreement and the Existing Land Use Regulations.

“**Property**” shall have the meaning ascribed to it in Recital B of this Agreement.

“**Regulatory Agreement(s)**” shall mean that certain or those certain Regulatory Agreement(s) in a form mutually approved by City and Landowner, applicable to the Project.

“**State Density Bonus Law**” shall mean California Government Code Section 65915-65918, as the same may be amended from time to time.

“**Term**” shall mean the period of time during which this Agreement shall be in effect and bind the Parties and their respective successors and assigns, as set forth in Section 2 of this Agreement.

“**Third Party Challenge**” shall have the meaning ascribed to it in Section 14 of this Agreement.

“**Very Low Income**” shall mean persons or households earning between 31 percent and 50 percent of the Area Median Income, adjusted for family size.

2. TERM.

2.1 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date of this Agreement and shall continue thereafter for a period of 15 years, as may be extended, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties. Upon the request of Landowner, including, without limitation, in the event of any enactments pursuant to Section 4.10 of this Agreement or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement or from any actions pursuant to Section 9, or from any litigation related to the Project, the Development Plan, the Property, this Agreement, or the Density Bonus Housing Agreement, the City Manager and/or his or her designee may approve an extension of the Term, which approval may not be unreasonably withheld, delayed or conditioned, and in which event the City Manager shall be authorized to document the extension.

2.2 Execution of Agreement. After the City executes this Agreement, Landowner shall have thirty (30) days after the City’s delivery of an executed copy of this Agreement to execute and return two originally executed counterparts to the City Attorney and the City Clerk. If Landowner does not provide the City its original executed counterpart of this Agreement before the thirty (30) days expires, this Agreement shall not be recorded against the Property and this Agreement shall be deemed null and void and have no force or effect.

3. PROJECT SPECIFIC PROVISIONS.

Not applicable.

4. DEVELOPMENT OF PROPERTY.

4.1 Applicable Regulations; Vested Right to Develop. Other than as expressly set forth herein, during the Term of this Agreement, the terms and conditions of development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and the provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Development Plan and the Existing Land Use Regulations. Subject to the terms and conditions of this Agreement, Landowner shall have the vested right to carry out and develop the Project on the Property in accordance with the Development Plan and the Existing Land Use Regulations.

4.2 Processing of Applications and Permits. Upon satisfactory completion by Landowner of all required preliminary actions and payment of appropriate processing fees, if any, the City shall proceed to process and check all applications for the Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. Landowner acknowledges that normal and reasonable time periods will be required for the City's processing of any applications for development, and that such time periods, to the extent consistent with State law, will not violate this Agreement.

4.3 Subsequent Discretionary Actions. To the extent that the Development Plan provides for the City to process and consider subsequent discretionary actions and permits under the terms of the Existing Land Use Regulations, then the City acknowledges pursuant to Government Code Section 65865.2 that the conditions, terms, restrictions, and requirements for any subsequent discretionary actions or permits shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement. City agrees that any future development approvals for the Property will be consistent with the Development Plan, Existing Land Use Regulations and this Agreement. In processing Landowner's application for subsequent discretionary actions or permits, the City acknowledges that it shall use the Affordable Housing Provisions, and waive the Park Dedication Requirements pursuant to the State Density Bonus Law as provided in Section 7, as set forth in this Agreement for the development of the Property, and that such requirements and waiver supersede any City ordinances, regulations, policies and guidelines which would otherwise be applicable to the Property regarding affordable housing and park dedication and improvement requirements, including the Affordable Housing Ordinance and Park Dedication Requirements, and any ordinances or regulations adopted by the City after the Effective Date of this Agreement that regulate the economic terms that any housing may be offered for rent or for sale by Landowner or the provision of parkland in connection with the Project. Any subsequent discretionary actions or permits, including without limitation general plan amendments, zone changes, or parcel or tract maps, shall upon approval by the City be vested

in the same manner as provided in this Agreement for the Existing Land Use Regulations and Development Plan.

4.4 Subdivision Maps. The City agrees that Landowner may file and process tentative subdivision maps for any or all of the Property in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of the City's subdivision ordinance (excluding the Park Dedication Requirements except as required by the Density Bonus Housing Agreement), as the same may be amended from time to time. If final maps are not recorded for the entire Property before such tentative map(s) would otherwise expire, the term of such tentative map(s) automatically shall be extended for the Term of this Agreement. Pursuant to Government Code Section 65867.5(c), any tentative map prepared for the Property subject to Government Code Section 66473.7 shall comply with the provisions of Government Code Section 66473.7 (related to water supplies for residential subdivisions over five hundred (500) units) as enacted as of the Effective Date of this Agreement. City acknowledges that the Project is only a portion of the Property described in Exhibit A to this Agreement, and that Landowner is processing Tentative Parcel Map No. 2022-162 in order to subdivide the Property into four (4) parcels, with the Project only being within three (3) of such future parcels. Upon recordation of the parcel map for the Project, City and Landowner will amend this Agreement to revise the description of the Property in Exhibit A to this Agreement to limit the Property to the Project area, and release the remaining portion of the Property from this Agreement that is not part of the Project area. The City Manager and/or his or her designee is authorized to approve and execute such amendment on behalf of the City.

4.5 Other Governmental Permits. Provided that Landowner pays the reasonable cost of such cooperation, the City shall cooperate with Landowner in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over such portion of the Property for which such permit or approval is sought, as long as such permits and approvals are consistent with the City's approvals for the Property and with applicable regulatory requirements. The City does not warrant or represent that any other governmental or quasi- governmental permits or approvals will be granted.

4.6 Subsequent Changes in General Plan Amendments, Zoning and Other Regulatory Actions. Changes in General Plan amendments, zoning, and other regulatory actions, including without limitation the Affordable Housing Ordinance or the Park Dedication Requirements, that may be adopted after the date of this Agreement will not become effective for the Property or any portion of the Property unless consented to in writing by Landowner, or by its successors-in-interest to the portion of the Property affected by such changes. Landowner shall have sole and absolute discretion to accept or reject any changes. If Landowner or its successors-in-interest for the portion of the Property affected by such changes consent in writing to the changes, then they shall be effective and considered as part of the Existing Land Use Regulations and Development Plan, under the terms of this Agreement, including without limitation the provision regarding vested rights in Section 4.1 of this Agreement.

4.7 Assurances to Landowner. The Parties acknowledge that the public benefits to be provided by Landowner to the City pursuant to this Agreement are in consideration for and reliance upon assurances that the City will permit development of the Property in accordance with the terms of this Agreement. The Parties further acknowledge that the Development Plan, with certain

specific exceptions described within the regulations in the Development Plan, provides Landowner with the flexibility to regulate the rate and timing of its development of the Property unilaterally, and that any future regulations which purport to regulate the rate and timing of development would conflict with the Development Plan. The City acknowledges that Landowner cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of the City or Landowner. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Landowner shall have the vested right to develop the Property in such order and at such rate and at such time as Landowner deems appropriate within the exercise of Landowner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date of this Agreement by the City's electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent such moratorium, initiative, referendum or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Landowner acknowledges and agrees that nothing herein is intended nor shall be construed as overriding any provision of the Development Plan relating to the rate or timing of development of the Project.

4.8 Changes in Mitigation Requirements. The City (by the City Manager and/or his or her designee) and Landowner may at any time mutually agree on changes to the mitigation requirements or project design features of the Project without amending this Agreement, provided that the Parties comply with all other applicable laws and processes relating to such change or changes.

4.9 Project Trips and Land Uses.

4.9.1 Incorporation of Project Trips in the City Traffic Model. The Parties acknowledge that the Final EIR and addendum contain a detailed traffic study which analyzes the future traffic that will be generated by the Project ("Project Trips"), and which describes the extent to which such future Project Trips will utilize the capacity of existing and planned future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections in the City and the surrounding area ("Roadway Capacity Utilization"). The City agrees that it will incorporate the Project as part of the City's current traffic model and future traffic model updates, and the City will include these same items in future traffic studies which it may prepare regarding future development or roadway planning projects.

4.9.2 Reservation of Roadway Capacity Utilization by City. The City agrees that Landowner has, through the construction of existing roadways in the City and the construction of improvements specified in the project design features, conditions of approval, and mitigation measures adopted as part of the Development Plan, fully mitigated for the impacts of the Project Trips of the Development Plan, except as specifically noted in the Final EIR and addendum and the findings adopted by the City. The City also agrees that as part of the approval of future tentative subdivision maps or subsequent discretionary actions and permits for the approved Development Plan, it will not require Landowner to provide, construct, fully fund or fair-share fund additional roadway right-of-way, capacity, or improvements.

4.9.3 Future Unanticipated Traffic from Additional Development and Unanticipated Changes in Roadways. The Final EIR and addendum's traffic study includes all of the anticipated traffic from existing and anticipated and planned future development, including development which is authorized by the general plans and zoning adopted by the City and other jurisdictions. The Parties acknowledge that in the future it is possible that unanticipated new projects and changes in approved development could generate new traffic not included in the Final EIR and addendum's traffic study, which could result in an unanticipated significant adverse impact caused by those projects. The Parties also acknowledge that future unanticipated traffic or traffic congestion could be generated by: (i) unanticipated development projects or growth that was not analyzed in the Final EIR and addendum's traffic study or (ii) unanticipated modifications made to planned existing or future roadway improvements (future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections), i.e., modifications that were not assumed in the Final EIR and addendum traffic study. Mitigation for such unanticipated traffic or traffic congestion is the responsibility of those other projects, and not the responsibility of Landowner as part of the implementation and construction of the Development Plan. The Parties also acknowledge that, as a result, in this situation the Project would not be contributing to any cumulative significant adverse impact as defined under the California Environmental Quality Act (“CEQA”), because the Project's contribution has already been fully mitigated, and such new adverse traffic impact would be completely caused by such unanticipated traffic, and there would be no relationship or nexus between the Development Plan and any other further traffic mitigation or traffic improvements beyond those provided for in Project, the Development Plan, or the Final EIR and addendum.

4.9.4 Future Changes in City Traffic Impacts. Nothing in this Agreement shall limit the City from changing its traffic level of service or other traffic impact standards under the General Plan, zoning, and other regulations, provided that these new standards do not: (i) serve as a basis for disapproving, delaying, reducing, or otherwise restricting development of the Property otherwise authorized by the Development Plan; or (ii) result in conditions dangerous to health and safety as defined in Section 4.10.3.

4.9.5 Additional Mitigation Measures. The Parties agree that in the event that there is future unanticipated traffic from additional unanticipated development (other than the proposed Project), and unanticipated changes in roadways under Section

4.9.2 and/or future unanticipated changes in traffic generation rates or other changed conditions under Section 4.9.3, the City has the authority to approve, subject to Section 4.3 the subsequent discretionary approvals under the Development Plan for the Property without imposing, either upon the City or upon Landowner, additional mitigation measures, conditions, or requirements relating to traffic circulation. However, if there were litigation challenging such subsequent discretionary approvals in the future that results in a final, non-appealable judgment which determines that Section 4.9.1, 4.9.2, or 4.9.3 is invalid, then the City may adopt additional mitigation measures, with Landowner's consent and at no cost to the City, as necessary to comply with the court's judgment. In such situation, if the Parties fail to reach agreement as to effective and acceptable additional mitigation measures, then the City shall be under no obligation under this Agreement to issue a subsequent discretionary approval that conflicts with the court's judgment.

4.10 Reserved Powers.

4.10.1 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies adopted or approved after the Effective Date of this Agreement pursuant to procedures provided by law that do not conflict with the Development Plan, the Existing Land Use Regulations or the provisions of this Agreement shall apply to and govern development of the Property. The Parties understand and agree that, without limitation, and to the maximum extent allowed under applicable law, any future City regulations, whether adopted by City council action or voter initiative or otherwise, which increase the cost of development, reduce the density or intensity of the Project, or limit the rate, timing or sequencing of development of the Property, or otherwise restrict the permitted uses, density, improvements and construction shall be deemed inconsistent with this Agreement and shall not be applicable to the development of the Property, unless Landowner expressly consents thereto.

4.10.2 Overriding State and Federal Laws and Regulations. State and federal laws and regulations that override Landowner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies which are necessary to enable the City to comply with such overriding State and federal laws and regulations; provided, however, that: (i) Landowner does not waive its right to challenge or contest the validity of any such State, federal, or local laws, regulations or official policies; and (ii) in the event that any such State or federal law or regulation (or City ordinance, resolution, regulation, or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such State or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect to such an approval.

4.10.3 Public Health and Safety. Any City ordinance, resolution, regulation, or official policy, which is necessary to protect persons on the Property or in

the immediate community, or both, from conditions dangerous to their health, safety, or both, notwithstanding that the application of such ordinance, resolution, regulation, or official policy would result in the impairment of Landowner's vested rights under this Agreement, shall apply to the Property. City shall reasonably consider application and construction of any such ordinance, resolution, regulation, or official policy consistent with this Agreement so as to provide Landowner with the rights and assurances provided to it in this Agreement.

4.10.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property. As used herein, the term "**Uniform Construction Codes**" collectively refers to the XXXX¹ California Building Codes; the XXXX California Electric Code; the XXXX California Plumbing Code; the XXXX California Mechanical Code; the XXXX Uniform Solar Energy Code; the XXXX Uniform Swimming Pool, Spa and Hot Tub Code; the XXXX Uniform Housing Code; the Uniform Administrative Code, XXXX Edition; and the XXXX California Fire Code (including amendments by the Orange County Fire Authority), as modified and amended by official action of the City, and any modifications or amendments to any such Code adopted in the future by the City.

4.10.5 Police Power. In all respects not provided for in this Agreement, the City shall retain full rights to exercise its police power to regulate the development of the Property, and any uses or developments requiring a site plan, tentative tract map, conditional use permit, variance, or other discretionary action or permit pursuant to Existing Land Use Regulations shall require a permit or approval pursuant to this Agreement and consistent with the Development Agreement Statute. This Agreement is not intended to grant Landowner a right to the issuance of such permit or approval nor to restrict the City's exercise of discretion provided for in Section 4.3 of this Agreement.

4.11 Electrification. As plans for delivery of needed housing progress, consideration will be given to evolving sustainability objectives including reduction of the use of natural gas and more specifically, new multi-family structures having all-electric appliances, rooftop solar generation, and electric heating and air conditioning.

5. FEES.

5.1 Development Fees. During the Term of this Agreement, the City shall not levy or require with respect to development of the Property any site-specific Development Fees (i.e., Development Fees that are not of general application, are expressly or effectively imposed only on the Property, or are not adopted by ordinance on a City-wide basis) except those set forth in the Development Plan, and those in effect on the Effective Date of this Agreement. It is understood that the preceding limitation on the City's imposition of Development Fees shall not limit the City from levying against the Property additional Development Fees to the extent such Development Fees have been established in an ordinance which was adopted by the City on a City-wide basis, and are applicable to all new development within the City. Without limiting the generality of the foregoing, the City shall not, subsequent to the Effective Date of this Agreement, impose any new

¹ Date of applicable year to be inserted

fee or requirement upon the Project for the purpose of raising revenue for the provision of affordable housing not otherwise set forth in this Agreement.

5.2 Other Fees and Charges. Except as specifically set forth in Section 5.1 of this Agreement, nothing set forth in this Agreement is intended or shall be construed to limit or restrict the City's authority to impose new fees, charges, assessments, or taxes for the development of the Property or to increase any existing fees, charges, assessments, or taxes, and nothing set forth herein is intended or shall be construed to limit or restrict whatever right Landowner might otherwise have to challenge any fee, charge, assessment, or tax either not set forth in this Agreement or not in effect on the Effective Date of this Agreement. In connection therewith, Landowner shall comply with and timely pay all applicable fees, charges, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California, including without limitation school impact fees in accordance with Government Code Sections 65995, *et seq.*

6. AFFORDABLE HOUSING PROVISIONS. This Section 6 fulfills the affordable housing requirements of the affordable housing regulations of the Existing Land Use Regulations. Accordingly, the Project shall comply with the affordable housing requirements set forth in this Section.

6.1 Affordability Levels, Location, and Duration. The Project shall provide for the development of the following Affordable Units:

6.1.1 Very Low Income - Onsite: Five percent (5%) of the Project's Non-Density Bonus Units shall be affordable as rental units to Very Low Income households.

- (i) These units shall be provided at the Property.
- (ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.2 Moderate Income – Onsite: Ten percent (10%) of the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

- (i) These units shall be provided at the Property.
- (ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.3 Moderate Income – Onsite or Offsite: Five percent (5%) the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

- (i) These units may be provided (a) at the Property, (b) new construction off the Property, including but not limited to the other properties identified in the MOU, or (c) at City's

reasonable discretion, subject to Landowner's approval of the location, through the extension of the period of affordability for existing, expiring affordable units at other properties.

(ii) The period of affordability of the units provided pursuant to Section 6.1.3(i)(a) and (b) shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household. The period of affordability for units provided pursuant to Section 6.1.3(i)(c) shall be seventy-five (75) years after the expiration of the existing applicable income-restrictions on such units.

6.2 Distribution and Size of Units. When the Affordable Units are provided at the Property, the Affordable Units shall be reasonably dispersed throughout the Property. The proportional mix of the number of bedrooms per Affordable Unit shall be generally consistent with the bedroom mix of the Market Rate Units of the Project; provided, however, that the Project may provide a larger proportion of Affordable Units with a higher bedroom count as compared to the Market Rate Units. Architectural design and building materials for the Affordable Units must be similar to and compatible with other units within the Property. Prior to Landowner marketing the Affordable Units, and as often as reasonably requested by the City, Landowner shall provide the City's Director of Community Development or designee with the number, location and other required specifications of the Affordable Units to be located on the Property which shall conform to the Affordable Housing Summary.

6.3 Monitoring. As part of the Annual Review pursuant to Section 10 of this Agreement, Landowner shall provide City with an annual report detailing compliance with this Section 6.

6.4 Affordable Housing Plan. The provisions of this Agreement, the Density Bonus Housing Agreement, the MOU, and the Regulatory Agreement shall constitute the affordable housing plan for the Project and satisfy the affordable housing plan requirements of the Affordable Housing Ordinance.

7. DENSITY BONUS HOUSING AND WAIVER OF PARKLAND REQUIREMENTS. Pursuant to Section 2-3-10 of the Affordable Housing Ordinance and the State Density Bonus Law, concurrently herewith the Parties have entered into the Density Bonus Housing Agreement. Based on the affordable housing requirements in this Agreement and as an incentive under the State Density Bonus Law for the density bonus units provided under the Density Bonus Housing Agreement, the City (i) has determined that waiving City parkland requirements, including the Park Dedication Requirements would result in identifiable and actual cost reductions for the Project, to provide for affordable housing costs, for the Project and (ii) and, pursuant to the Density Bonus Housing Agreement, has waived any requirements for the Project to comply with the Park Dedication Requirements. The Project shall provide on-site recreation amenities as set forth in Exhibit E attached hereto.

8. PUBLIC BENEFIT PAYMENT. No later than the issuance of building permits for the Project residential units, Landowner shall pay to City a public benefit payment (“**Public Benefit Payment**”) equal to \$14,500.00 per residential unit (the “**Public Benefit Rate**”), as may be adjusted as provided herein. The Public Benefit Rate shall be adjusted annually commencing on January 1, 2025 based on a calculation of the change in the Engineering News-Record (ENR)

Construction Cost Index (CCI) between January 1, 2024 and the January of the year in which the fee is paid; provided, however that the Public Benefit Rate shall not be less than \$14,500.00 per residential unit. The Public Benefit Payment may be used at the sole discretion of the City for municipal purposes.

9. DEFAULT, REMEDIES AND TERMINATION.

9.1 Mutually Dependent Obligations. The obligations of the City and Landowner under this Agreement are mutually dependent. If either Party fails to perform its obligations under this Agreement, the other Party may suspend or terminate performance of its own obligations, after giving notice and an opportunity to cure as provided for in this Agreement.

9.2 Notice and Opportunity to Cure. Before this Agreement may be terminated or action may be taken to obtain judicial relief consistent with this Agreement, the Party seeking relief (the “**Non-defaulting Party**”) shall comply with the notice and cure provisions of this Section 10.2. A Non-defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures set forth below for any failure or breach of any other Party (the “**Defaulting Party**”) to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement. However, the Non-defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Non-defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “default” of its obligations set forth in this Agreement if the Defaulting Party has failed to take action and cured the default within ten (10) days after the date of such notice (for monetary defaults), within thirty (30) days after the date of such notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary default cannot be cured within such thirty (30) day period, but can be cured within one hundred eighty (180) days after the date of such notice, as long as the Defaulting Party does each of the following:

- (i) notifies the Non-defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (ii) notifies the Non-defaulting Party of the Defaulting Party’s proposed course of action to cure the default;
- (iii) promptly commences to cure the default within the thirty (30) day period;
- (iv) makes periodic reports to the Non-defaulting Party as to the progress of the program of cure; and
- (v) diligently prosecutes such cure to completion within one hundred eighty (180) days from notice of default,

then the Defaulting Party shall not be deemed in breach of this Agreement. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default of its obligations set forth in this Agreement if said breach or failure involves the payment of money but the Defaulting Party has failed to completely cure said monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

9.3 Default Remedies. Subject to Section 9.4, in the event of a default, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. Furthermore, the City, in addition to or as an alternative to exercising the remedies set forth in this section, in the event of a material default by Landowner, may give notice of its intent to terminate or modify this Agreement pursuant to the City Development Agreement Regulations and/or the Development Agreement Statute, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City Development Agreement Regulations or the Development Agreement Statute.

9.4 Exclusive Remedy. The Parties acknowledge that they would not have entered into this Agreement if either Party were to be liable for damages under or with respect to this Agreement or the Development Plan, except as provided in this section. Accordingly, Landowner covenants on behalf of itself and its successors and assigns, not to sue the City, and the City on behalf of itself and its successors and assigns, not to sue Landowner, for damages or monetary relief for any breach of this Agreement or arising out of or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this Agreement or the Development Plan, the Existing Land Use Regulations, or any land use permit or approval sought in connection with the development or use of a parcel or any portion thereof, the Parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Landowner's sole and exclusive judicial remedies, with the exceptions provided for in Section 9.4.1 and 9.4.2.

9.4.1 In the case of a breach of an obligation to pay money or to allocate funding in a manner specified in this Agreement, or to indemnify and defend a party pursuant to this Agreement, a Party may sue to compel monetary relief to the extent such relief involves enforcement of the other Party's obligations under this Agreement and not damages or other monetary penalty over and above such obligations.

9.4.2 Landowner may seek and recover monetary damages for the cost of additional mitigation measures, conditions, requirements, fees, taxes or affordable housing obligations (in addition to those provided for in this Agreement) imposed on the Property in violation of this Agreement.

9.5 Force Majeure. The obligations of any Party shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontologic, or endangered species problems on the Property; fires; casualties; acts of God; epidemics or pandemics (but excluding any existing restrictions based on the conditions of the COVID-19 pandemic as they exists as of the Effective Date), governmental restrictions imposed or mandated by other governmental entities (which actions by other governmental entities were not encouraged or solicited by the City); with regard to delays of Landowner's performance under this Agreement, delays caused by the City's failure to act or timely perform its obligations set forth herein; with regard to delays of the City's performance, delays caused by Landowner's failure to act or timely perform its obligations set forth herein;

inability to obtain necessary permits or approvals from other governmental entities; enactment of conflicting state or federal statutes or regulations; judicial decisions; or litigation not commenced by such Party. Notwithstanding the foregoing, any delay caused by the failure of the City or any agency, division, or office of the City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of force majeure extending the time for the City's performance. If written notice of such delay or impossibility of performance is provided to the other Party within a reasonable time after the commencement of such delay or condition of impossibility, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by the Parties in writing, or the performance rendered impossible may be excused in writing by the Party so notified. In no event shall adverse market or financial conditions constitute an event of force majeure extending the time for such Party's performance. In addition, in no event shall the Term of this Agreement be extended automatically by an event of force majeure.

9.6 Option to Terminate Due to Litigation. If a lawsuit is filed challenging the City's Project approvals or the ordinance approving this Agreement within the time periods for the filing of such lawsuits under CEQA or the State Planning and Zoning Law, then the Parties shall meet and confer concerning the potential impact of the lawsuit on this Agreement and the development of the Project. Within thirty (30) days of such meeting, if Landowner determines that such litigation may have an unacceptable adverse impact on the Project or its rights under this Agreement, Landowner may in its discretion terminate this Agreement by sending the City a written notice of such termination, and the Parties shall be relieved of any further obligations to this Agreement, to the extent that such obligations have not been performed prior to such termination. Landowner acknowledges that if this Agreement is terminated, City shall have the discretion to restore the City's prior Project approvals to the condition that such General Plan and zoning designations existed prior to the adoption of such City Project approvals, and Landowner waives the right to challenge any such restoration. Notwithstanding the foregoing, the MOU shall continue to apply to the subject Property with respect to Landowner's future project approval requests, but nothing herein shall be construed to require Developer to proceed with the construction or other implementation of the Project.

10. ANNUAL REVIEW.

10.1 Timing of Annual Review. During the Term of this Agreement, at least once every twelve (12) month period from the Effective Date of this Agreement, the City shall review the good faith compliance of Landowner with the terms of this Agreement ("**Annual Review**"). The Annual Review shall be conducted by the City Council or its designee in accordance with the City Development Agreement Regulations.

10.2 Standards for Annual Review. During the Annual Review, Landowner shall be required to demonstrate good-faith compliance with the terms of this Agreement by submitting a performance report, if such report is requested by the City. If the City finds and determines that Landowner has not complied with the terms and conditions of this Agreement, then the City may declare a default by Landowner in accordance with this Agreement. The City may exercise its rights and remedies relating to any such event of default only after the period for curing a default as set forth in Section 9 has expired without cure of the default. The reasonable costs incurred by the City in connection with the Annual Review process shall be paid by Landowner.

10.3 Certificate of Compliance. With respect to each year in which the City approves Landowner's compliance with this Agreement, the City shall, upon written request by Landowner, provide Landowner with a written certificate of good faith compliance within thirty (30) days of the City's receipt of Landowner's request for same.

11. MORTGAGEE RIGHTS.

11.1 Encumbrances on the Property. The Parties agree that this Agreement shall not prevent or limit, in any manner, Landowner from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

11.2 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement and any such Mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

11.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 11, a Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of Landowner or other affirmative covenants of Landowner, or to guarantee such performance, except that: (i) the Mortgagee shall have the right to develop the Property under the Development Plan provided that Mortgagee complies with the terms of this Agreement and (ii) to the extent that any covenant to be performed by Landowner is a condition to the performance of a covenant by the City, such performance shall continue to be a condition precedent to the City's performance.

11.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to the City, be entitled to receive written notice from the City of the results of the Annual Review and of any default by Landowner of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, the City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided, however, that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

12. ASSIGNMENT.

12.1 Permitted Assignment. Landowner shall have the right to assign its rights and obligations under this Agreement to a Landowner Affiliate in connection with a transfer of all or any portion of Landowner's interest in the Property to such affiliate. In the event of any such assignment, (i) assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred and (ii) following written notice to the City Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement applicable solely to the portion of the Property so transferred. Notwithstanding the foregoing sentences, the transferring Landowner(s) shall remain responsible for all obligations that do not relate solely to the portion of the Property being sold, transferred, or assigned.

12.2 Assignment with City Consent. Subject to City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, Landowner shall have the right to assign its rights and obligations under this Agreement in connection with a transfer of all or any portion of Landowner's interest in the Property to a non-affiliated party. In the event of any such assignment, assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred. Except to the extent Landowner is in default under this Agreement prior to the transfer, then, upon the written consent of the City to the partial or complete assignment of this Agreement and the express written assumption in a form approved by the City of such assigned obligations of Landowner under this Agreement by the assignee, Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement, other than the obligations that do not relate solely to the portion of the Property being sold, transferred or assigned.

12.3 Assignee Subject to Terms of Agreement. Following an assignment or transfer of any of the rights and interests of Landowner set forth in this Agreement in accordance with Section 12.1 or 12.2, the assignee's exercise, use, and enjoyment of the Property shall be subject to the terms of this Agreement to the same extent as if the assignee or transferee was Landowner.

12.4 Condition of Assignment or Transfer. All assignments or transfers under this Section 12 shall be undertaken in conjunction with corresponding assignments or transfers of other agreements related to the Project, including but not limited to the Density Bonus Housing Agreement, MOU, and the Regulatory Agreement.

13. INDEMNITY.

13.1 Indemnity by Landowner. Landowner agrees to indemnify, defend, and hold harmless the City and City's designees that are performing City's obligations under this Agreement, and their representatives, elected and appointed councils, boards, commissions, officers, agents, and employees (collectively, the "Indemnitees") from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of such Landowner or Landowner's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting from the intentional misconduct or gross negligence of any of the Indemnitees. Notwithstanding the

foregoing, the City shall have the right to select and retain counsel to defend any such action or actions and Landowner shall pay the reasonable cost for this defense.

13.2 Survival. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

14. THIRD PARTY LEGAL CHALLENGE.

In the event of any legal action instituted by any third party challenging the validity or enforceability of any provision of this Agreement or the City's Project approvals, the application of the Existing Land Use Regulations to the Project, or subsequent discretionary approvals under the Development Plan ("**Third Party Legal Challenge**"), the City shall have the right but not the obligation to defend such Third Party Legal Challenge and Landowner shall be responsible for the legal expenses incurred by the City in connection therewith. So long as Landowner is not in default under this Agreement, the City shall not allow any default or judgment to be taken against it or compromise the defense of the action without Landowner's prior written approval. Landowner shall further have the right to settle such Third Party Legal Challenge, provided that nothing in this Agreement shall authorize Landowner to settle such Third Party Legal Challenge on terms that would constitute an amendment or modification of this Agreement, the Existing Land Use Regulations, or the Development Plan unless such amendment or modification is approved by the City in accordance with applicable legal requirements, and the City reserves its full legislative discretion with respect to making such an approval.

15. MISCELLANEOUS.

15.1 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit of the Property, and the burdens and benefits to the Property shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties.

15.2 Entire Agreement; Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter of this Agreement. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the Parties, and recorded in the Official Records of Orange County, California.

15.3 Recovery of Legal Expenses by Prevailing Party in Any Action. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to receive, in addition to the relief granted, reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party; provided, however, that the attorneys' fees awarded pursuant to this

Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

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

15.5 No Third Party Beneficiaries or Other Signatories. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity, and no other person or entity shall have any right of action based upon any provision of this Agreement.

15.6 Relationship of Parties. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

15.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of any Party has been materially altered or abridged by such holding.

15.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

15.9 Estoppel Certificate. Any Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving such a request shall execute and return the certificate within sixty (60) days following its receipt. Any third party, including a Mortgagee, shall be entitled to rely on the certificate.

15.10 Applicable Law: Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior

Court of the County of Orange, State of California, or the United States District Court for the Central District of California, and the Parties waive all provisions of law providing for the removal or change of venue to any other court.

15.11 Non-Liability of City Officers and Employees. No official, officer, employee, agent, or representative of the City shall be personally liable to Landowner or its successors and assigns for any loss arising out of or connected with this Agreement or the Existing Land Use Regulations.

15.12 Notices. Any notice or communication required under this Agreement between the City and Landowner must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated below as the Party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices delivered by facsimile transmission shall be deemed to have been given on the first business day following the date of transmission to the facsimile number. A Party may at any time, by giving ten (10) days' written notice to the other Parties, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To Landowner: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Senior Vice President, Entitlements

With a copy to: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

To City: City of Irvine
City Hall
One Civic Center Plaza
Irvine, California 92623-9575
Attn: City Manager

With a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Jeffrey T. Melching, City Attorney

15.13 Authority to Execute. Landowner warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Landowner is formally bound to the provisions of this Agreement; (iv) Landowner's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Landowner is bound; and (v) there is no

existing or threatened litigation or legal proceeding of which Landowner is aware that could prevent Landowner from entering into or performing its obligations set forth in this Agreement.

15.14 Counterparts and Exhibits. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument. This Agreement contains six (6) exhibits, attached to this Agreement and made a part of it by this reference. The exhibits are identified as follows:

Exhibit A – Legal Description of the Property

Exhibit B – Development Plan

Exhibit C – Existing Land Use Regulations

Exhibit D – Affordable Housing Summary

Exhibit E – On-Site Recreation Amenities

Exhibit F – Memorandum of Understanding

IN WITNESS WHEREOF, the City and Landowner have executed this Agreement on the day and date first set forth above.

“CITY”

CITY OF IRVINE
a California municipal corporation

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

“LANDOWNER”

IRVINE MARKET PLACE II LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCELS 2 OF PARCEL MAP NO. 93-204 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 291, PAGES 19 TO 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, ANY OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTIES OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE PROPERTY AS RESERVED IN THE GRANT DEED RECORDED AUGUST 1, 2018 AS INSTRUMENT NO. 2018000280467 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS, INCLUDING RIGHTS CLASSIFIED AS OVERLYING, RIPARIAN, APPROPRIATIVE OR OTHER CLASSIFICATION, DERIVED FROM USAGE, EXTRACTION OR DIVERSION UPON OR OTHERWISE PERTAINING TO THE ABOVE LAND AS CONVEYED TO IRVINE RANCH WATER DISTRICT BY QUITCLAIM DEED RECORDED JUNE 21, 2006 AS INSTRUMENT NO. 2006000416403 OF OFFICIAL RECORDS.

EXHIBIT B

DEVELOPMENT PLAN

[TO BE INSERTED - DEVELOPMENT PLAN SHALL CONSIST OF MASTER PLAN
00882754-PMP APPROVED BY THE IRVINE PLANNING COMMISSION ON MAY 4,
2023]

EXHIBIT C

EXISTING LAND USE REGULATIONS

[ON FILE WITH CITY CLERK; NOT ATTACHED FOR RECORDING PURPOSES]

EXHIBIT D

AFFORDABLE HOUSING SUMMARY

[Insert once final]

EXHIBIT E

ON-SITE RECREATION AMENITIES

Criteria for On-Site Recreation Requirements

In aggregate, recreation spaces will be provided on a per development basis as follows:

For developments with between 1 and 500 total units:

- 0.75 acres (32,670 square feet) of recreation space/common amenity areas

For developments with between 501 and 1000 total units:

- 1.0 acres (43,560 square feet) of recreation space/common amenity areas

For developments with between 1001 and 1500 total units:

- 1.25 acres (54,450 square feet) of recreation space/common amenity areas

Projects with more than 1,500 units are required to provide an additional 0.25-acre of land for each additional 500 units (or fraction thereof).

The minimum acreage totals described in this exhibit represent land only. The area applied to the minimum acreage requirement may not be located inside of or on top of a building and may not include “credit” for recreational improvements.

With the foregoing limits, all developments must include at least one recreational space that is at least 0.33 acres (14,520 square feet) in size.

Recreational space shall include, at a minimum: 1) swimming pools, spas and/or water features with a cumulative water surface equal to or greater than 5 square feet per unit; 2) indoor fitness space or exterior sport courts; and 3) designated restrooms, showers, and drinking fountains at each swimming pool.

Other recreational amenities may include, without limitation, interior and exterior gathering areas, shade features, dog runs, tot lots, co-working spaces, or club rooms. Even though not applied to the minimum acreage requirements of this exhibit, other recreation spaces can be within a building (e.g., fitness/co-working/club), or provided on top of buildings.

For each Project, the applicant shall illustrate the aforementioned recreation spaces through the submittal of a non-regulatory “Illustrative Onsite Amenity Exhibit” concurrently with the submission of the Master Plan application for the Project. The Illustrative Onsite Amenity Exhibit shall show the location(s) of all recreation spaces, the size of each space, and the quantity/type of physical improvements proposed.

EXHIBIT F

MEMORANDUM OF UNDERSTANDING
REGARDING AFFORDABLE HOUSING AND RELATED MATTERS
BETWEEN THE CITY OF IRVINE AND IRVINE COMPANY

[TO BE INSERTED]

**MEMORANDUM OF UNDERSTANDING
REGARDING AFFORDABLE HOUSING AND RELATED MATTERS
BETWEEN THE CITY OF IRVINE AND IRVINE COMPANY**

This Memorandum of Understanding (“MOU”) is entered into this 14th day of March, 2023 (the “Effective Date”), by and between the City of Irvine, a California municipal corporation (hereinafter the “City”), and The Irvine Company LLC, a Delaware limited liability company, and The Irvine Land Company LLC, a Delaware limited liability company, each on behalf of itself and each applicable affiliate thereof that owns the land within the City of Irvine where the affordable housing units referenced herein will be located (hereinafter “Irvine Company” or “Landowner”). The parties hereto may each individually be referred to as a “Party” and collectively as the “Parties.”

Recitals:

- A. For over 50 years, the City and Irvine Company have worked together within the framework of large scale master planning principles to create a safe, fiscally strong, culturally diverse master planned community with a balance of housing, jobs, and open space undeniably true to its foundation.
- B. The Parties’ relationship has included entering into significant agreements and memoranda of understanding, and the implementation of certain master affordable housing plans for particular areas in the City.
- C. Historically, the programs indicated in Recital B, and others like them, have resulted in affordable housing through developer and not-for-profit partner developments; extension of terms of affordability for existing homes; and, dedication of land for affordable housing purposes.
- D. On May 10, 2022, the City approved and, on May 24, 2022, the California Department of Housing and Community Development (HCD) certified the City of Irvine 2021-2029 (6th Cycle) General Plan Housing Element (the “Housing Element”) including an approach responding to the City’s Regional Housing Needs Allocation (RHNA). The Housing Element provides that, in addition to future “market-rate” housing supply, housing affordable to households within other specific income categories will be addressed through applicable State and local law.
- E. In the past several years, the State legislature has enacted and amended several housing laws, many of which purport to increase the stock of both affordable and market rate housing. These laws include expedited and/or ministerial review processes for certain entitlements and permits, and streamlined or exempted California Environmental Quality Act (CEQA) review for other City actions. These laws generally limit City control of local housing land use decisions, and must be accounted for when considering future development applications.
- F. In light of the foregoing, the Parties have determined it is in their mutual best interests to establish a comprehensive master planning approach for certain future Irvine

Company projects consistent with the applicable provisions of State and local laws, including the Housing Element and CEQA.

- G. The City intends for this MOU to operate as an overarching policy for the projects specified herein, and for applications and approvals for such projects to incorporate the provisions of this MOU.

Now, therefore, the Parties agree as follows:

1. **APPLICABILITY**. This MOU shall apply to pending (as of the Effective Date) and future Irvine Company housing proposals (including residential, and mixed-use projects) more specifically detailed in Exhibits 1 through 6 hereto (each a “Project” and collectively the “Projects”). The Parties may, in each of their discretion, agree to make other projects proposed during the 2021-2029 RHNA cycle subject to this MOU. The City Manager and/or his or her designee shall have the authority to agree to adding future projects to the scope of this MOU pursuant to this Section.
2. **TERM**. The term of this MOU shall be from the Effective Date until December 31, 2028. The City Manager and/or his or her designee, in his or her discretion, may approve Irvine Company requested extensions to the term of this MOU for the Projects.
3. **OBJECTIVES**. The Projects shall be proposed, considered, and executed pursuant to the following objectives:
 - 3.1. **Comprehensive Approach**. The Parties shall pursue a comprehensive master planned approach with respect to the Projects with a consistent affordable housing approach in alignment with those proposals (including but not limited to providing for the appropriate establishment and utilization of affordable housing credits to satisfy Irvine Company affordable housing obligations).
 - 3.2. **Affordability Compliance**. The Parties have considered and evaluated a variety of avenues for the provision of affordable housing for adoption in connection with each Project in a manner which complies with applicable laws. These avenues include, but are not be limited to:
 - 3.2.1. Incorporating strategies to provide additional housing development in areas not adversely impacting existing residential villages in the City;
 - 3.2.2. Providing housing in multi-use districts and/or commercial areas and areas proximate to major employment centers;
 - 3.2.3. Including both “on-site” and “off-site” affordable housing options in new developments, including, without limitation, in concert with not-for-profit housing providers;
 - 3.2.4. Including “off-site” affordable housing options in existing developments through the extension of terms of existing, expiring affordable units or conversion of existing market rate units;

- 3.2.5. Utilizing density bonuses, incentives, concessions, and waivers available under applicable provisions of the State Density Bonus Law and other federal, state, local and City laws and regulations. For the purposes of the Projects only, Irvine Company has proposed, and the City has reviewed a requested incentive for a waiver of Municipal Code Section 5-5-1004, as the same may be amended from time to time, as an incentive under the State Density Bonus Law. Based on the information currently available for each Project, the City acknowledges that, as-applied to the Projects, the requested incentive results in identifiable and actual cost reductions to provide for affordable housing costs provided that the Projects comply with this MOU and the other provisions of the State Density Bonus Law;
- 3.2.6. Reaching mutual agreement on the location of a site (see Exhibit 6 attached hereto) to accommodate affordable housing required pursuant to applicable provisions of the existing Planning Area (PA) 39 Development Agreement (Ordinance No. 06-15; "PA 39 DA"), and satisfying the remaining affordable housing land dedication requirements under the PA 39 DA; and
- 3.2.7. Developing a plan for the utilization of existing affordable housing credits established by prior agreements between the Parties, and applicable to the Projects.
- 3.3. **Sustainability**. As plans for delivery of needed housing progress, consideration will be given to evolving sustainability objectives including reduction of the use of natural gas and more specifically, new multi-family structures having all-electric appliances, rooftop solar generation, and electric heating and air conditioning.
4. **PROJECT REQUIREMENTS AND PROCESSING**. This MOU does not approve or require the City to approve any actual development, entitlement, or permit, or grant any other City approval, nor does this MOU require Irvine Company to develop the Projects. The City and Irvine Company will engage in a separate project review process for each Project, which will incorporate the objectives and understandings in this MOU. The Parties intend for the objectives and understandings of this MOU to be incorporated or reflected in the development, regulatory, and other applicable agreements between the City and Irvine Company related to the Projects. The following provisions apply to the Projects:
- 4.1. **Compliance with Applicable Laws**. Projects shall be proposed, processed, and executed in compliance with applicable laws and regulations including State and local housing laws, the Housing Element and CEQA. Each Party shall be responsible for its own compliance with applicable laws. Where deemed legally appropriate by the City, environmental review for the Project will "tier" off prior applicable CEQA review and documents certified by the City, including CEQA review with respect to the Housing Element and the applicable planning areas.
- 4.2. **Processing Schedule**. In addition to legal requirements regarding processing of land use applications, the City and Irvine Company will cooperate to develop a mutually acceptable schedule for City processing and consideration of the land use approvals, agreements, and associated documentation necessary for the Projects ("Land Use Approvals") in an expeditious and timely manner, while permitting the Parties to transact and negotiate in

good faith. The City and Irvine Company acknowledge that the time frames for such processing and consideration may be delayed, without fault of City, due to, among other reasons, acts and omissions of other governmental entities not involved in Land Use Approvals.

- 4.3. **Development Agreements.** As part of and in connection with the Land Use Approvals, the City shall process one or more development agreements securing vested development rights and the terms necessary to implement this MOU (each, a “**Development Agreement**”). Each Development Agreement will have a minimum initial term of ten (10) years, subject to any extensions as may be provided therein. The Development Agreement shall vest applicable development rights from the date of the Development Agreement.
- 4.4. **Affordable Housing Requirements.** The Projects shall comply with the requirements in this Section, and the applicable affordable housing requirements in state and, except as modified by the terms of this MOU, local laws, as the same may be vested in the relevant Development Agreement.

As of the Effective Date, and except as otherwise permitted in Chapter 2-3 of the City’s Zoning Ordinance, residential projects within the City must include at least five percent (5%) of the project affordable to households at Income Level II (as defined in the Housing Element), at least five percent (5%) of the project affordable to households at Income Level III (as defined in the Housing Element), and at least five percent (5%) of the project affordable to households at Income Level IV (as defined in the Housing Element). Except as otherwise modified by the terms of the applicable Development Agreement, affordable units shall comply with the applicable provisions of Chapter 2-3 of the City’s Zoning Ordinance as the same may be amended through the date of the applicable Development Agreement. By entering into this MOU, the City has determined that the affordable housing requirements set forth herein for the projects align with City policies related to the provision of affordable housing. It is the City’s intention that subsequent Land Use Approvals and the Development Agreement for each Project contain provisions aligning with these requirements.

Based on the information currently available for each Project, the City acknowledges that, as applied to the Projects, the following affordability requirements provide equivalent or enhanced affordable housing to the affordability requirements in Chapter 2-3 of the Irvine Municipal Code, and are appropriate for inclusion in the Development Agreement for each Project:

4.4.1. Affordability Levels.

i. Income Level II: 5% of non-density bonus units provided at each Project site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household.

ii. Income Level II: 4.55% of non-density bonus units for each Project provided entirely at the Technology Drive Site for the lifetime of the Project at the Technology Drive Site subject to the requirements of Section 4.5 below¹.

iii. Income Level III: 4.55% of non-density bonus units for each Project provided entirely at the Technology Drive Site for the lifetime of the Project at the Technology Drive Site subject to the requirements of Section 4.5 below¹.

iv. Income Level IV: 10% of non-density bonus units provided at each Project site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household. These units shall be new construction at each Project site.

v. Income Level IV: 5% of non-density bonus units for each Project provided on or off site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household. These Section 4.4.1(v) units may be achieved through a combination of new construction at any of the Project sites (i.e., a Project site may contain a higher percentage, offset by a lower percentage at another Project site) or, at City's option and with Irvine Company's approval of the location, the extension of terms of existing, expiring affordable units for seventy five (75) years consistent with terms qualifying such units for credit against applicable RHNA requirements. Credit for extending the affordability term for expiring income restricted units shall be calculated based on then-applicable law as of the date of the applicable Development Agreement.

4.4.2. Unit Location and Size. Affordable units shall be reasonably dispersed throughout each Project. The proportional mix of the number of bedrooms per affordable unit shall remain generally consistent with the bedroom mix of the market rate units in each Project, except that affordable units may provide a larger proportion of affordable units with a higher bedroom count.

4.5. Technology Drive Site. Irvine Company intends to dedicate to the City or its designated land trust the 4.69-acre site identified in Exhibit 6 attached hereto (the "Technology Drive Site") to meet affordable housing obligations in Paragraph 4.4.1(ii) and (iii) of this MOU

¹ For the purposes of this MOU and the Land Use Approvals related to the Projects, the percentages set forth above are based on the assumption that the Technology Drive Site will be able to provide 160 Income Level II units and 160 Income Level III, no matter how many units are actually developed on the Technology Drive Site. Actual percentages will be based on actual units developed under this MOU.

and with the Amended and Restated Master Affordable Housing Plan for PA 39 (initially approved July 20, 2006, and last amended April 26, 2022; "PA 39 ARMAHP"). The Conveyance Agreement (as defined in Section 4.8 below) will include terms addressing satisfaction of dedication requirements under the PA 39 ARMAHP, the extinguishment of all ninety-two (92) Income Level III credits established in the PA 39 ARMAHP and the provision of credits to Irvine Company if the City does not grant the Land Use Approvals for a particular Project consistent with this MOU. A condition precedent of the terms and conditions of this MOU is that Irvine Company will provide to City reasonable evidence, to the reasonable satisfaction of the City, that the Technology Drive Site can physically accommodate the construction of at least 320 residential units at a commercially reasonable cost of construction taking into account all relevant development factors (excluding financing). The dedication of the Technology Drive Site shall occur no later than June 30, 2023 with one (1) option to extend by six (6) months to be approved at the discretion of the City Manager.

- 4.6. **Affordable Housing Plan.** The provisions of this MOU, each applicable Development Agreement, the applicable State Density Bonus Law Agreement, and the applicable Regulatory Agreement shall operate as the affordable housing plan for each Project. This affordable housing plan for each Project, reflecting in the aforementioned documents, shall meet the requirements of Chapter 2-3 of the Irvine Zoning Ordinance, as the same may be amended by the Development Agreement for the Project.
- 4.7. **Regulatory Agreement and Declaration of Covenants and Restrictions.** A mutually agreeable regulatory agreement and declaration of covenants and restrictions shall be required as a condition of development for each Project, concurrent with the requisite Land Use Approvals and Development Agreement (each a "Regulatory Agreement"). Each Regulatory Agreement will be recorded against the property(ies) where affordable units will be located and, prior to occupancy thereof, shall secure the affordability restrictions applicable to those properties. Each Regulatory Agreement shall guarantee the affordability of each affordable unit for the applicable affordability period.
- 4.8. **Agreement on Form of Development Agreement, State Density Bonus Law Agreement, Regulatory Agreement, and Conveyance Agreement.** Promptly after execution of this MOU, Irvine Company and the City shall meet and confer in order to determine, in good faith, reasonable template forms of Development Agreement, State Density Bonus Law Agreement and Regulatory Agreement to apply to all of the Projects (excluding the Technology Drive Site). Once the template for each agreement is approved by Irvine Company and the City, such approved template shall be utilized on each Project and subject only to those modifications required to insert Project-specific facts or to make any necessary modifications to the extent required to not conflict with applicable law, or as otherwise mutually approved by Irvine Company and the City. Irvine Company and City shall meet and confer in order to determine, in good faith, a reasonable template form of agreement ("Conveyance Agreement") for the Technology Drive site subject to Section 4.5 above. A mutually agreeable template agreement for the four (4) agreements provided in this Section 4.8 shall be a condition precedent of the terms and conditions of this MOU. A form of Development Agreement pursuant to this Section shall be finalized on or before April 17, 2023 unless extended by mutual agreement of the Parties. A form

of State Density Bonus Law Agreement, Regulatory Agreement, and Conveyance Agreement pursuant to this Section shall be finalized on or before May 1, 2023 unless extended by mutual agreement of the Parties. The City Manager or designee shall have the authority to agree to extensions pursuant to this Section.

- 4.9. **On-Site Recreation.** Based on the information currently available for each Project, the City acknowledges that an incentive under the State Density Bonus Law waiving the requirements of City Municipal Code Section 5-5-1004, as amended, and any other applicable parkland exactions under the City’s Municipal Code, would result in actual and identifiable cost reductions for each Project, provided that the Project meets the other requirements of this MOU and State Density Bonus Law. In the event the City approves the Project and Irvine Company develops the Project, Irvine Company shall provide on-site recreation elements set forth in Exhibit 7.
- 4.10. **Public Benefit Payment.** In consideration for the expedited processing of Land Use Approvals, and other City understandings hereunder, a “Public Benefit Payment” from Landowner to the City in an amount not exceeding \$14,500.00 per unit, to be assessed no later than issuance of building permits for the applicable Project, will be included as a part of each Development Agreement. The per unit fee shall be adjusted on January 1, 2025 and annually thereafter based upon a calculation of the change in the Engineering News-Record (ENR) Construction Cost Index (CCI) between January 1, 2024 and the January of the year in which the fee is paid, provided, however, that the Public Benefit Payment shall never be less than \$14,500.00 per unit. The Public Benefit Payment may be used at the sole discretion of the City for municipal purposes.

[signatures on following page]

Executed this ____ day of _____, 2023.
Apr 17, 2023

“CITY”

CITY OF IRVINE,
a California municipal corporation

By: *Oliver Chi*
Oliver Chi
Its: City Manager

ATTEST:

Carl Petersen
Carl Petersen, City Clerk

Approved as to Form:

Jeff Melching
Jeff Melching, City Attorney

IRVINE COMPANY”

The Irvine Company LLC and The Irvine Land
Company LLC

By: *Jeffrey S. Davis*
Name: Jeffrey S. Davis
Title: Senior Vice President, Entitlement

By: *Todd Keller*
Name: Todd Keller
Title: Division President, Apartment Development

Exhibit 1:

Planning Area (PA) 4 - The Market Place

- Up to 1,261 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.25 acres pursuant to Exhibit 7 attached hereto

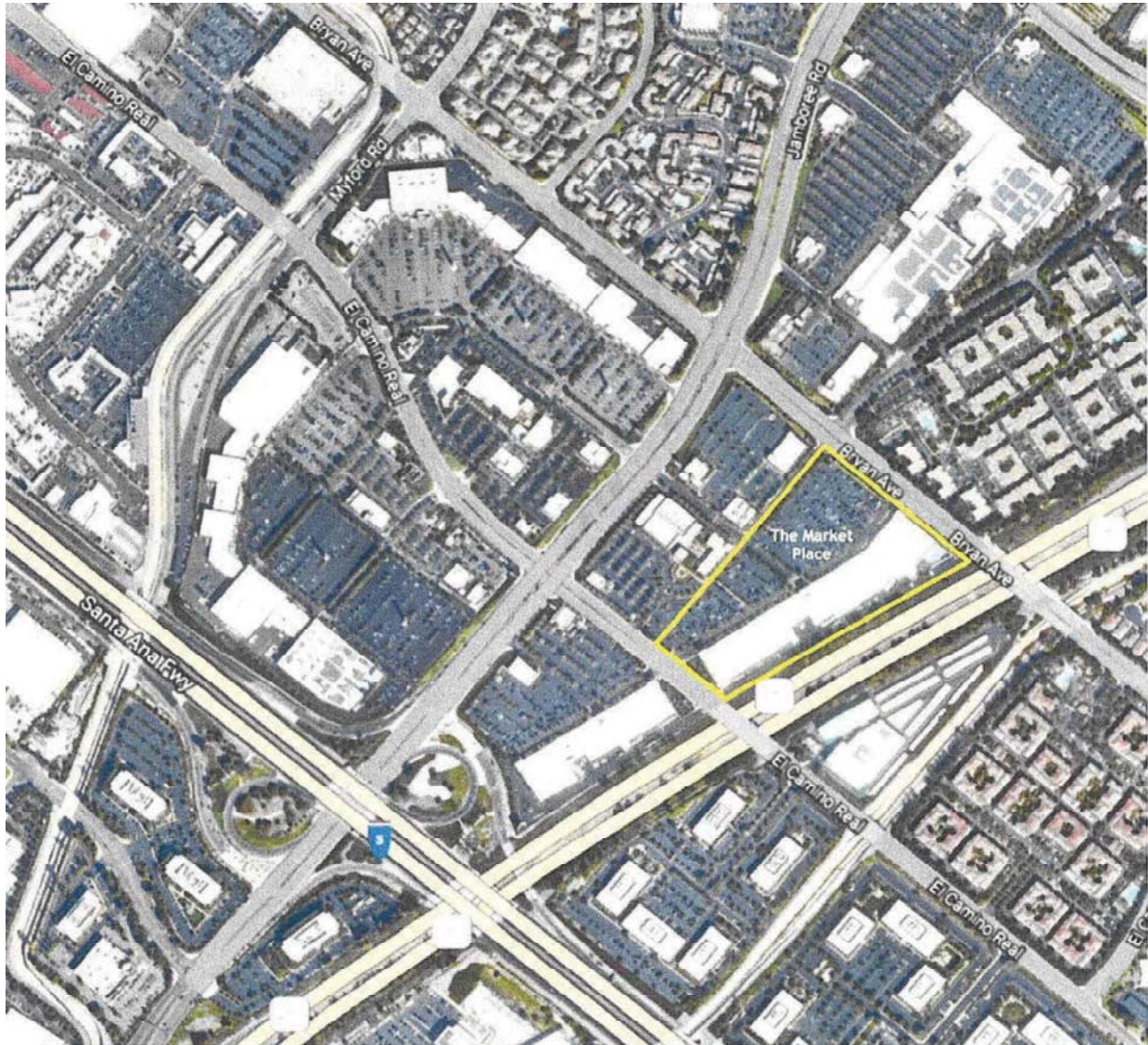


Exhibit 2:

PA 33 - Lot 103

- Up to 652 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.0 acre pursuant to Exhibit 7 attached hereto



Exhibit 3:

PA 33 - Lot 106

- Up to 244 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 0.75 acre pursuant to Exhibit 7 attached hereto



Exhibit 4:

PA 31 - Discovery Park

- Up to 1,459 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.25 acres pursuant to Exhibit 7 attached hereto

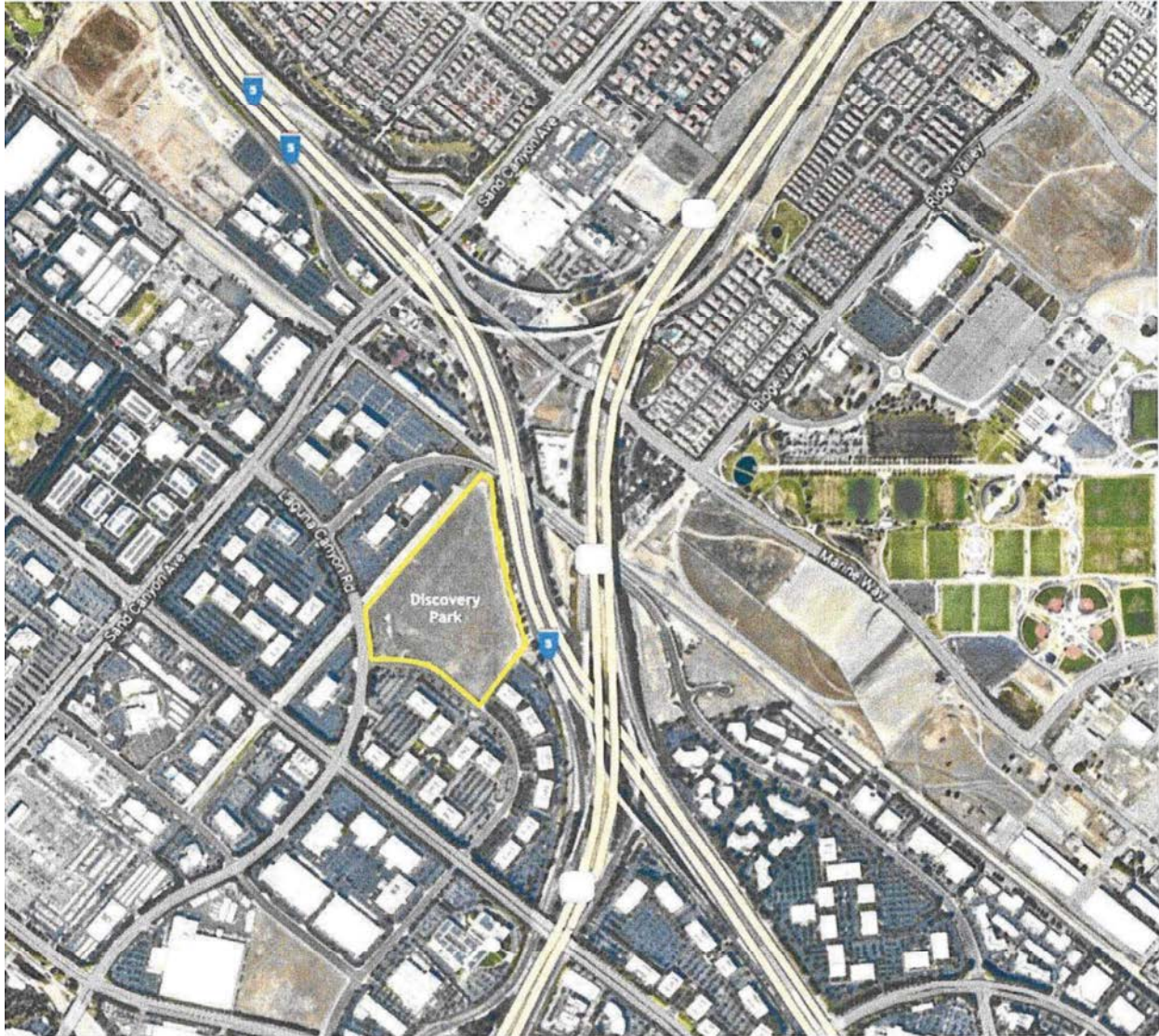


Exhibit 5:

PA 39 - Lot 10

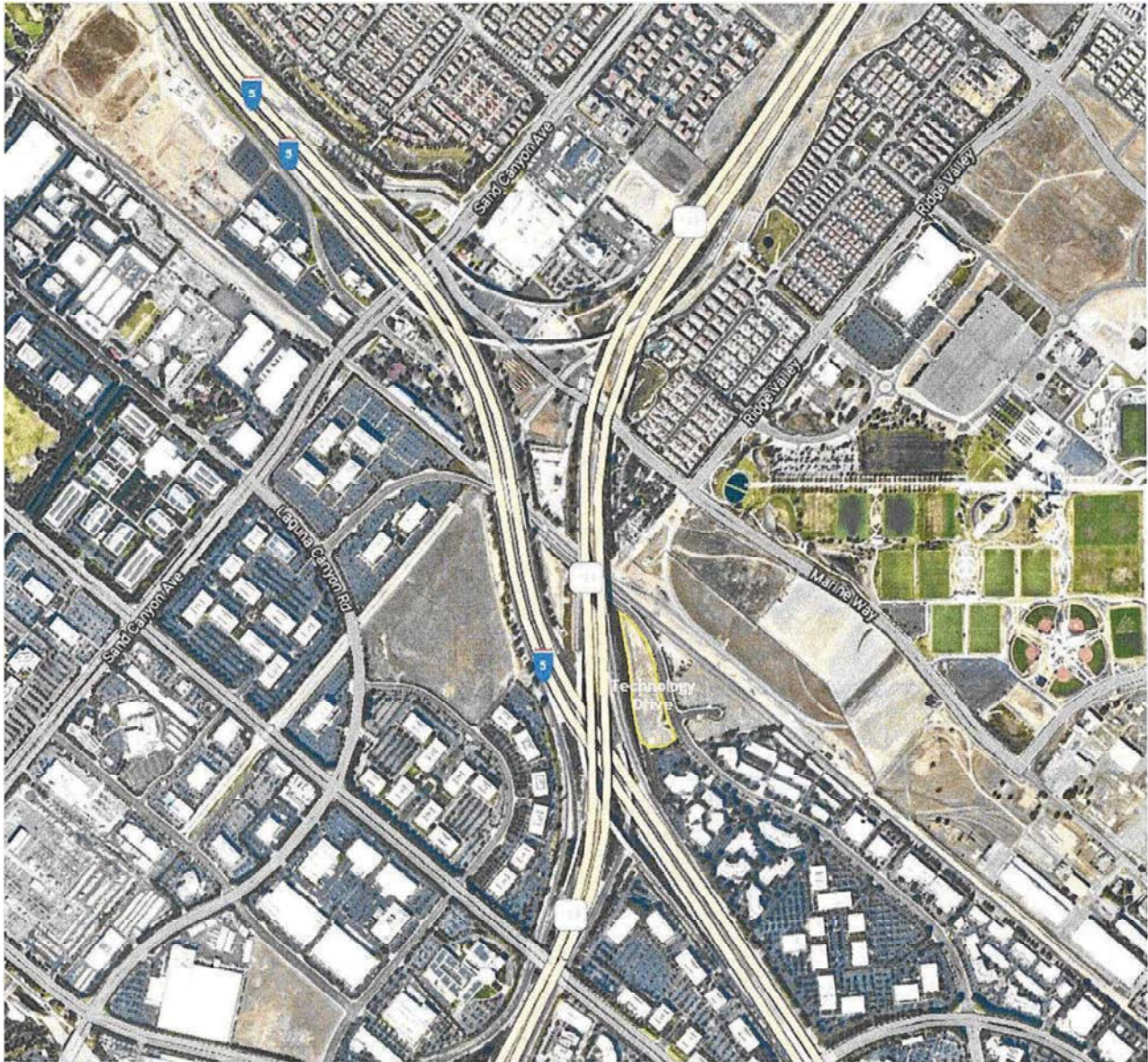
- Up to 600 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.0 acre pursuant to Exhibit 7 attached hereto



Exhibit 6:

PA 33- Technology Drive

- 100% Affordable Site
- 320 Units (160 Income Level II units and 160 Income Level III units)²



² Actual number of units to be approved by the City and developed on the site are TBD.

Exhibit 7:

Criteria for On-Site Recreation Requirements

In aggregate, recreation spaces will be provided on a per development basis as follows:

For developments with between 1 and 500 total units:

- 0.75 acres (32,670 square feet) of recreation space/common amenity areas

For developments with between 501 and 1000 total units:

- 1.0 acres (43,560 square feet) of recreation space/common amenity areas

For developments with between 1001 and 1500 total units:

- 1.25 acres (54,450 square feet) of recreation space/common amenity areas

Projects with more than 1,500 units are required to provide an additional 0.25-acre of land for each additional 500 units (or fraction thereof).

The minimum acreage totals described in this exhibit represent land only. The area applied to the minimum acreage requirement may not be located inside of or on top of a building and may not include “credit” for recreational improvements.

With the foregoing limits, all developments must include at least one recreational space that is at least 0.33 acres (14,520 square feet) in size.

Recreational space shall include, at a minimum: 1) swimming pools, spas and/or water features with a cumulative water surface equal to or greater than 5 square feet per unit; 2) indoor fitness space or exterior sport courts; and 3) designated restrooms, showers, and drinking fountains at each swimming pool.

Other recreational amenities may include, without limitation, interior and exterior gathering areas, shade features, dog runs, tot lots, co-working spaces, or club rooms. Even though not applied to the minimum acreage requirements of this exhibit, other recreation spaces can be within a building (e.g., fitness/co-working/club), or provided on top of buildings.

For each Project, the applicant shall illustrate the aforementioned recreation spaces through the submittal of a non-regulatory “Illustrative Onsite Amenity Exhibit” concurrently with the submission of the Master Plan application for the Project. The Illustrative Onsite Amenity Exhibit shall show the location(s) of all recreation spaces, the size of each space, and the quantity/type of physical improvements proposed.

CITY COUNCIL AGENDA

ITEM NO 3.1

DATE: 5.23.23

Memo

To: City Council
11Via: Oliver Chi, City Manager *Oliver Chi*
From: Tim Gehrich, Community Development Director *TG*
Date: May 19, 2023
Re: **Errata for Agenda Item 3.1 – IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN LOWER PETERS CANYON (PLANNING AREA 4)**

Subsequent to the distribution of the City Council agenda packet, it was determined that revisions to the Development Agreement were needed. These revisions reflect the conclusion of negotiations between Irvine Company and the City related to the affordable housing plan documents for the Irvine Market Place project. As a result, Attachments 6 and 12 to the City Council staff report must be modified. The proposed revisions were reviewed by the Planning Commission in the context of its approval of the project's affordable housing plan.

The proposed revisions to these two attachments are as follows:

Development Agreement Ordinance (Enclosure 1)

Revisions to the draft Ordinance are presented in track changes. Additions to the text are shown in underline and deletions are shown in ~~strikethrough~~.

1. Revise a recital to remove "low" affordable units and additional language indicating that affordable units will be subject to adjustment if the applicant constructs less than the maximum number of units permitted.
2. Revise a recital to include the decision of the Planning Commission at its May 4, 2023 meeting.

Development Agreement (Enclosure 2 and 3)

Clean versions of the updated documents are included for review.

1. Change text reference in Section 6.4 from "MOU" to "applicable provisions of the MOU" within the Development Agreement. This change is reflective of the way in which the MOU is referenced in relation to the project's affordable housing plan.

Errata for Agenda Item 3.1 - PA4 Irvine Market Place Project

May 19, 2023

Page 2 of 2

2. Include a revised Affordable Housing Summary (Exhibit D to the Development Agreement), which reflects the final Summary reviewed and approved by the Planning Commission.

Enclosures:

1. Development Agreement Ordinance
2. Development Agreement
3. Affordable Housing Summary

cc: City Clerk; City Attorney

CITY COUNCIL ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT 00900866-PDA TO ESTABLISH PUBLIC BENEFITS AND AFFORDABLE HOUSING OPPORTUNITIES ASSOCIATED WITH THE IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN PLANNING AREA 4 (LOWER PETERS CANYON); FILED BY IRVINE COMPANY

WHEREAS, an application has been filed by Irvine Company, requesting approval of Development Agreement 00900866-PDA associated with the development of a new residential apartment complex with up to 1,261 units located in Planning Area (PA) 4 (Lower Peters Canyon); and

WHEREAS, Irvine Company proposes to redevelop a commercial site containing approximately 200,000 square feet of inline tenant space into a 1,261-unit apartment complex. The project site is located within the Irvine Market Place regional commercial center; and

WHEREAS, on March 14, 2023, the City Council approved a Memorandum of Understanding (MOU) associated with future residential development of 4,500 housing units. The subject site is the first of the six sites included in the MOU to come up for entitlement and it is being evaluated for development of up to 1,261 residential apartment units; and

WHEREAS, the Development Agreement applicability is limited to the 15.52-acre site located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor (261 Toll Road); and

WHEREAS, the Development Agreement is associated General Plan Amendment 00863325-PGA, Zone Change 00870374-PZC, and Master Plan 00882754-PMP, which all work in concert to effectuate the development of the residential project; and

WHEREAS, the Development Agreement does not append, rescind or revise any approvals or conditions for development of the proposed residential project at the subject property. Instead, the Development Agreement would vest the approvals noted above for a period of fifteen (15) years and provides a public benefit in the form of agreed upon terms regarding:

- A. Rental housing being located within an established mixed-use district where existing infrastructure is in place;

ENCLOSURE 1

- B. The addition of 211 new on-site affordable housing units at the Very-Low, ~~Low,~~ and Moderate Income levels to the City's housing stock, which will remain affordable for a period of 75 years, exceeding City's current standards, ~~to the City's housing stock~~ The total number of affordable units is, subject to adjustment if the applicant constructs less than the maximum number of units permitted; and
- C. Payment of a public benefit fee (which equates to \$14,500 per residential unit) to be used at the sole discretion of the City for municipal purposes such as enhancements to existing parks, trails, bridges, and affordable housing; and

WHEREAS, Irvine City Council Resolution No. 82-68 established procedures and requirements for the consideration of approval, amendment, and/or cancellation of a statutory Development Agreement in accordance with Govt. Code Title 7, Division 1, Chapter 4, Article 2.5 Development Agreements, Section 65865; and

WHEREAS, on May 4, 2023, the Planning Commission of the City of Irvine ~~has~~ considered information presented by the applicant, the Community Development Department, and other interested parties at a duly-noticed public hearing and unanimously recommended City Council approval of the Development Agreement; and held on May 4, 2023.

WHEREAS, on May 7, 2023, notice of the May 23, 2023 City Council public hearing was published in the Orange County Register, was posted at the project site and at designated City bulletin boards, and was mailed to all property owners, residents, and homeowners associations within 500 feet of the project site boundaries; and

WHEREAS, the City Council of the City of Irvine considered information presented by the applicant, the Community Development Department, and other interested parties at a public hearing held on May 23, 2023; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

SECTION 1. That the above recitals are true and correct and are incorporated herein.

SECTION 2. Pursuant to Section 6 of the City of Irvine CEQA Procedures and Sections 15162, 15168, and 15378 of the State CEQA Guidelines, the City Council approves: (1) the development vested by this Agreement conforms in all respects to development studied in and contemplated by the certified PA 4 Program Environmental Impact Report (EIR) [State Clearinghouse (SCH) No. 94041030] as refined through the April 2023 Addendum prepared for the project (the "PA 4 EIR") and (2) that this Agreement will not have any new or different environmental impacts from the development which is the subject of the EIR; and (3) that there are no changes to the project, changes in circumstances or new information that would require the preparation of subsequent or supplemental environmental review for the matters covered by the

Agreement under CEQA Guideline Section 15162 and Public Resources Code Section 21166, and, therefore, this action falls within the scope of the EIR and its corresponding approved project.

SECTION 3. The City Council make the findings required by City Council Resolution No. 82-68 for approval of Development Agreement 00900866-PDA as follows:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

Development Agreement 00900866-PDA is consistent with the Irvine General Plan in that the use and development intensity described in the Master Plan, as vested by the Agreement, correspond to the land uses and maximum number of residential units as regulated in the General Plan for PA 4, upon effectuation of the associated General Plan Amendment and Zone Change applications. As there are no applicable specific plans affecting the subject site, that portion of the required finding is not applicable. Therefore, the proposed Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan.

- B. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.

Development Agreement 00900866-PDA is consistent with the uses within the land use district and surrounding areas in which the real property is located, upon effectuation of the associated General Plan Amendment and Zone Change applications.

If the City Council is inclined to make the findings that the project is compatible with the uses authorized in, and the regulation prescribed for the land use district in which the property is located, that it is the best interest of the City of Irvine to approve the Development Agreement be approved as an integral part of that application.

- C. Is in conformity with public convenience, general welfare and good land use practices.

The Development Agreement is in conformity with the City of Irvine's standards for public convenience, general welfare, and good land use practices in that the Development Agreement does not independently set or revise any land use approvals. The Development Agreement sets forth the affordable housing requirements and public benefit contributions agreed to by the applicant.

D. Will not be detrimental to the health, safety and general welfare.

All future development proposed on the subject site is required to comply with all applicable local, regional, state and federal regulations regarding health and safety matters.

E. Will not adversely affect the orderly development of property or the preservation of property values.

The Development Agreement will not adversely affect the orderly development of property and will preserve property values in that it promotes a quality residential mixed-use project using sustainable development practices. The Development Agreement will vest underlying approvals for a period of 15 years. Future residential development will replace existing in-line commercial development that is approximately 200,000 square feet in area.

SECTION 4. That Development Agreement 00900866-PDA vests development approvals for the Irvine Company, and/or subsequent owners for the 15.52-acre project site located at the southwest corner of Bryan Avenue and the Eastern Transportation Corridor for a period of fifteen (15) years.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Development Agreement 00900866-PDA, as shown in Exhibit A, attached hereto.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the _____ day of _____ 20__.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, CARL PETERSEN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing ordinance was introduced for first reading on the 23rd day of May 2023, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the ____ day of ____ 2023.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attention: City Clerk

(Space Above this Line is for Recorders' Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine under the authority of Government Code § 65868.5 requiring recordation by the County recorder and is exempt from the payment of a recording fee pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT

Pursuant to Government Code §§ 65864-65869.5

by and among

CITY OF IRVINE

and

IRVINE MARKET PLACE II LLC

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into this ___ day of _____, 2023, by and among the CITY OF IRVINE, a California municipal corporation (the “**City**”), and IRVINE MARKET PLACE II LLC, a Delaware limited liability company (“**Landowner**”). The City and Landowner are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Capitalized terms not otherwise defined in this Agreement shall have the meaning given to such terms in Section 1 of this Agreement.

B. Landowner owns the real property, which is approximately 15.5 acres of land, located within the boundaries of the City, more specifically described in Exhibit A to this Agreement (the “**Property**”).

C. The City adopted a General Plan amendment, zone change, master plan and tentative parcel map, which are more specifically described in the “**Development Plan**” set forth in Exhibit B to this Agreement. Landowner intends to develop the Property in accordance with the Development Plan. Landowner’s planned development of the Property under the Development Plan is referred to as the “**Project**”.

D. On March 14, 2023, Landowner (or an affiliate of Landowner on Landowner’s behalf) and the City entered into that certain Memorandum of Understanding Regarding Affordable Housing and Related Matters Between the City of Irvine and Irvine Company (“**MOU**”), which provides in part for a comprehensive master planning approach for future Landowner development projects, such as the Project, including related affordable housing requirements. For reference purposes only, and not for purposes of adding any additional rights or obligations under this Agreement, the MOU is attached hereto as Exhibit F and incorporated herein by this reference.

E. In connection with the affordable housing requirements under the MOU, it is the intent of the Parties that the Affordable Housing Provisions in Section 6 below shall, throughout the Term of this Agreement, be applicable to the Property for the applicable terms as set forth therein. The Parties intend that no further affordable housing obligations shall be required to satisfy the affordable housing requirements applicable to the Project.

F. Pursuant to the MOU, Landowner (or an affiliate of Landowner) will convey to the City or its designated land trust 4.69 acres of land known as the Technology Drive site, as more particularly described in the MOU. Landowner (or an affiliate of Landowner) also will extinguish 92 existing Low Income housing credits in connection with its conveyance of the Technology Drive site, as more specifically discussed in the MOU. With the conveyance of the Technology Drive site and extinguishment of the existing Low Income housing credits, City and Landowner have agreed that the Project has satisfied the requirements under Sections 4.4.1.ii and 4.4.1.iii of the MOU with respect to the amount of Very Low Income housing units and Low Income housing units required by those Sections of the MOU.

G. In light of the nature of the development projects, as an incentive under the State Density Bonus Law, and City's determination that it does not anticipate a need to construct new community-level sports parks, the MOU provides that enumerated development projects, including the Project, will be exempt from the park dedication requirements of Section 5-5-1004 of the Irvine Municipal Code ("**Park Dedication Requirements**").

H. In addition to the incentive set forth in the above Recital, the Project will include the additional bonus units, incentives, concessions, and/or waivers pursuant to the State Density Bonus Law and the Density Bonus Housing Agreement as further set forth in the Affordable Housing Summary (defined below).

I. The MOU further provides that, in consideration for the understandings set forth in the MOU, Landowner will pay a public benefit payment that will be used by the City for municipal purposes determined in the City's sole discretion.

J. The MOU further provides that the City will process development agreements securing vested development rights and the terms necessary to implement the MOU. The City has determined that the terms of the MOU and this Agreement satisfy the Affordable Housing Ordinance and the Parks Code and substantially advance the goals of the City's Housing Element. This Agreement provides Landowner with the financial and legal assurances needed to proceed with the development of the Project.

K. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, Section 65864, *et. seq.*, of the California Government Code. The Development Agreement Statute authorizes the City to enter into an agreement with any person having a legal or equitable interest in real property and to provide for the development of such property and to vest certain development rights therein. Pursuant to the authorization set forth in the Development Agreement Statute, the City adopted Resolution No. 82-68 on July 13, 1982, establishing procedures for the consideration and approval of development agreements.

L. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute. This Agreement eliminates uncertainty in planning for and secures the orderly development of the Project; ensures a desirable and functional community environment; provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project; assures attainment of the maximum effective utilization of resources within the City; and provides the City and its residents the significant public benefits, thereby achieving the goals and purposes of the Development Agreement Statute. In exchange for these public benefits, Landowner desires to receive the assurance that it may proceed with development of the Property in accordance with the terms and conditions of this Agreement, the Existing Land Use Regulations, and the Development Plan, which are all described in further detail below.

M. The City has determined that the Project is consistent with the goals and polices of the City's General Plan and imposes appropriate standards and requirements with respect to the development of the Property in order to maintain the overall quality of life and the environment

within the City. The City has further determined that this Agreement is in the best public interest of the City and its residents and that adopting this Agreement constitutes a present exercise of its police power. The Project is within the scope of the project covered by the certified Lower Peters Canyon Specific Plan Final Environmental Impact Report (SCH No. 94041030) (the “**Final EIR**”). Prior to its approval of this Agreement, the City, pursuant to CEQA, prepared an addendum to the certified Final EIR and completed its environmental review of the Project. The Parties acknowledge that the Final EIR and addendum has been prepared for the development of the Property and the adoption of the Development Plan for the Property. The Parties acknowledge that the Final EIR and addendum concludes and the City has found in connection with its approval of this Agreement based on the Final EIR and addendum, that subject to incorporation and implementation of the mitigation measures and project design features adopted as part of the approval of the Development Plan, as well as existing plans, programs, and policies, there is no current deficiency or pending deficiency in any municipal services or facilities (including without limitation sewer, solid waste disposal, drainage, flood control, water supply, street, police, fire, and similar infrastructure and municipal services) required for the development of the Property.

N. On _____, 2023, the Planning Commission of the City held a public hearing on this Agreement, made certain findings and determinations with respect thereto, and recommended to the City Council that this Agreement be approved. On _____, 2023, the City Council also held a public hearing on this Agreement, considered the Planning Commission’s recommendations, and found that this Agreement is consistent with the City’s General Plan.

O. In accordance with the Development Agreement Statute, the City Development Agreement Regulations, and applicable law, on ___ the City Council adopted Ordinance No. __, finding this Agreement consistent with the City’s General Plan and approving this Agreement.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Landowner hereby agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement shall have the meanings set forth below:

“**Affordable Housing Ordinance**” shall mean the comprehensive program for the provision of affordable housing as set forth in Chapter 2-3 of the City of Irvine Zoning Ordinance.

“**Affordable Housing Provisions**” shall mean the provisions set forth in Section 6 below.

“**Affordable Housing Summary**” shall mean the summary of affordable units provided in the Project as attached as Exhibit D hereto.

“**Affordable Units**” shall mean the residential units to be rented by Landowner (or such other owner with respect to Affordable Units not within the Project) to Very Low Income, Low Income, or Moderate Income households at affordable rents in accordance with this Agreement and the Density Bonus Housing Agreement.

“**Agreement**” shall mean this Development Agreement by and between the City and Landowner.

“**Annual Review**” shall have the meaning ascribed in Section 10.1 of this Agreement.

“**Area Median Income**” shall mean the Orange County area median income as published periodically by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation based on the median household income as annually established by the United States Department of Housing and Urban Development.

“**City**” shall have the meaning ascribed in the introductory paragraph to this Agreement.

“**City Council**” shall mean the governing body of the City.

“**City Development Agreement Regulations**” shall mean the regulations establishing procedures and requirements for the consideration of development agreements set forth in the City’s Resolution No. 82-68 adopted by the City Council on July 13, 1982, as the same may be amended from time to time.

“**Defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“**Density Bonus Housing Agreement**” shall mean that certain Density Bonus Housing Agreement between City and Landowner in the form mutually approved by City and Landowner.

“**Development Agreement Statute**” refers to Sections 65864 through 65869.5 of the California Government Code, as the same may be amended from time to time.

“**Development Fees**” shall mean the monetary consideration charged by the City in connection with a development project, including the Project, for the purpose of defraying all or a portion of the cost of mitigating the project impacts and funding development of the public facilities related to the development of the Project. Development Fees shall not include: (i) the City’s normal fees established by Resolution No. _____ for processing, environmental assessment/review, tentative tracts/parcel map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection, and similar fees imposed to recover the City’s costs associated with processing, reviewing, and inspecting applications, plans, specifications, etc.; or (ii) fees and charges levied by any other public agency, utility, district, or joint powers authority, whether or not such fees are collected by the City.

“**Development Plan**” shall mean the Project as set forth in Exhibit B to this Agreement.

“**Effective Date**” shall mean the date that is the later of: (i) the date that the ordinance approving this Agreement becomes effective, or (ii) the date that this Agreement is executed by the City and Landowner and recorded in the Official Records of Orange County, California.

“**Existing Land Use Regulations**” shall mean the City’s General Plan, Zoning Ordinance, and all other ordinances, resolutions, rules, policies, and regulations adopted or utilized

by the City for the processing of development projects, which govern development and use of the Property in effect on the Effective Date of this Agreement, including without limitation: (i) the permitted uses of the Property; (ii) the density and intensity of use, maximum height, size and setback requirements of proposed buildings; (iii) provisions for the reservation and dedication of land for public purposes including, without limitation, for park purposes; (iv) traffic study guidelines; (v) Development Fee requirements; (vi) requirements for the provision of affordable housing and the regulation of rents or sale prices for housing; and (vii) subject to the last sentence in this paragraph, construction standards and specifications, all as set forth in Exhibit C to this Agreement. If Landowner, in its sole and absolute discretion, consents in writing to amendments or changes to these documents adopted by the City or voter initiative after the Effective Date of this Agreement, then those amendments or changes shall be considered to be part of the “Existing Land Use Regulations” for purposes of this Agreement. If such amendments or changes are made, then the City and Landowner shall prepare a revised Exhibit C which reflects such amendments or changes, which revised Exhibit C shall be approved by the City Manager, and the City Manager is authorized hereby to replace Exhibit C with such approved revised exhibit. The term “Existing Land Use Regulations” does not include the Uniform Codes pertaining to construction adopted for general application in the City.

“**General Plan**” shall mean the City of Irvine General Plan, as it exists on the Effective Date of this Agreement, which expressly includes General Plan Amendment _____, and as it may further be amended by the City from time to time and applicable to the Property pursuant to Section 4.6 of this Agreement.

“**Landowner**” shall mean Irvine Market Place II LLC, a Delaware limited liability company.

“**Landowner Affiliate**” shall mean The Irvine Company LLC, Irvine Management Company or any person or entity controlling, controlled by, or under common control with either such entity.

“**Low Income**” shall mean persons or households earning between 51 percent and 80 percent of the Area Median Income, adjusted for household size.

“**Market Rate Units**” shall mean residential units within the Project to be rented by Landowner without restriction to income levels or rental rate.

“**Moderate Income**” shall mean persons or households earning between 81 percent to 120 percent of the Area Median Income, adjusted for household size.

“**Mortgage**” shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and for fair value.

“**Mortgagee**” shall mean the holder of a beneficial interest under a Mortgage, or any successor or assignee of any such Mortgagee.

“**Non-defaulting Party**” shall have the meaning ascribed to it in Section 9.2 of this Agreement.

“Non-Density Bonus Units” shall mean the base residential units permitted pursuant to the Project’s Development Plan.

“Park Dedication Requirements” shall have the meaning ascribed to it in Recital G of this Agreement.

“Project” shall mean the development of the Property under the Development Plan pursuant to this Agreement and the Existing Land Use Regulations.

“Property” shall have the meaning ascribed to it in Recital B of this Agreement.

“Regulatory Agreement(s)” shall mean that certain or those certain Regulatory Agreement(s) in a form mutually approved by City and Landowner, applicable to the Project.

“State Density Bonus Law” shall mean California Government Code Section 65915-65918, as the same may be amended from time to time.

“Term” shall mean the period of time during which this Agreement shall be in effect and bind the Parties and their respective successors and assigns, as set forth in Section 2 of this Agreement.

“Third Party Challenge” shall have the meaning ascribed to it in Section 14 of this Agreement.

“Very Low Income” shall mean persons or households earning between 31 percent and 50 percent of the Area Median Income, adjusted for family size.

2. TERM.

2.1 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date of this Agreement and shall continue thereafter for a period of 15 years, as may be extended, unless this Agreement is terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the Parties. Upon the request of Landowner, including, without limitation, in the event of any enactments pursuant to Section 4.10 of this Agreement or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement or from any actions pursuant to Section 9, or from any litigation related to the Project, the Development Plan, the Property, this Agreement, or the Density Bonus Housing Agreement, the City Manager and/or his or her designee may approve an extension of the Term, which approval may not be unreasonably withheld, delayed or conditioned, and in which event the City Manager shall be authorized to document the extension.

2.2 Execution of Agreement. After the City executes this Agreement, Landowner shall have thirty (30) days after the City’s delivery of an executed copy of this Agreement to execute and return two originally executed counterparts to the City Attorney and the City Clerk. If Landowner does not provide the City its original executed counterpart of this Agreement before the thirty (30) days expires, this Agreement shall not be recorded against the Property and this Agreement shall be deemed null and void and have no force or effect.

3. PROJECT SPECIFIC PROVISIONS.

Not applicable.

4. DEVELOPMENT OF PROPERTY.

4.1 Applicable Regulations: Vested Right to Develop. Other than as expressly set forth herein, during the Term of this Agreement, the terms and conditions of development applicable to the Property, including but not limited to the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and the provisions for the reservation and dedication of land for public purposes, shall be those set forth in the Development Plan and the Existing Land Use Regulations. Subject to the terms and conditions of this Agreement, Landowner shall have the vested right to carry out and develop the Project on the Property in accordance with the Development Plan and the Existing Land Use Regulations.

4.2 Processing of Applications and Permits. Upon satisfactory completion by Landowner of all required preliminary actions and payment of appropriate processing fees, if any, the City shall proceed to process and check all applications for the Project development and building approvals within the times set forth in the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1 of Title 7 of the California Government Code), the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code), and other applicable provisions of law, as the same may be amended from time to time. Landowner acknowledges that normal and reasonable time periods will be required for the City's processing of any applications for development, and that such time periods, to the extent consistent with State law, will not violate this Agreement.

4.3 Subsequent Discretionary Actions. To the extent that the Development Plan provides for the City to process and consider subsequent discretionary actions and permits under the terms of the Existing Land Use Regulations, then the City acknowledges pursuant to Government Code Section 65865.2 that the conditions, terms, restrictions, and requirements for any subsequent discretionary actions or permits shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement. City agrees that any future development approvals for the Property will be consistent with the Development Plan, Existing Land Use Regulations and this Agreement. In processing Landowner's application for subsequent discretionary actions or permits, the City acknowledges that it shall use the Affordable Housing Provisions, and waive the Park Dedication Requirements pursuant to the State Density Bonus Law as provided in Section 7, as set forth in this Agreement for the development of the Property, and that such requirements and waiver supersede any City ordinances, regulations, policies and guidelines which would otherwise be applicable to the Property regarding affordable housing and park dedication and improvement requirements, including the Affordable Housing Ordinance and Park Dedication Requirements, and any ordinances or regulations adopted by the City after the Effective Date of this Agreement that regulate the economic terms that any housing may be offered for rent or for sale by Landowner or the provision of parkland in connection with the Project. Any subsequent discretionary actions or permits, including without limitation general plan amendments, zone changes, or parcel or tract maps, shall upon approval by the City be vested

in the same manner as provided in this Agreement for the Existing Land Use Regulations and Development Plan.

4.4 Subdivision Maps. The City agrees that Landowner may file and process tentative subdivision maps for any or all of the Property in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of the City's subdivision ordinance (excluding the Park Dedication Requirements except as required by the Density Bonus Housing Agreement), as the same may be amended from time to time. If final maps are not recorded for the entire Property before such tentative map(s) would otherwise expire, the term of such tentative map(s) automatically shall be extended for the Term of this Agreement. Pursuant to Government Code Section 65867.5(c), any tentative map prepared for the Property subject to Government Code Section 66473.7 shall comply with the provisions of Government Code Section 66473.7 (related to water supplies for residential subdivisions over five hundred (500) units) as enacted as of the Effective Date of this Agreement. City acknowledges that the Project is only a portion of the Property described in Exhibit A to this Agreement, and that Landowner is processing Tentative Parcel Map No. 2022-162 in order to subdivide the Property into four (4) parcels, with the Project only being within three (3) of such future parcels. Upon recordation of the parcel map for the Project, City and Landowner will amend this Agreement to revise the description of the Property in Exhibit A to this Agreement to limit the Property to the Project area, and release the remaining portion of the Property from this Agreement that is not part of the Project area. The City Manager and/or his or her designee is authorized to approve and execute such amendment on behalf of the City.

4.5 Other Governmental Permits. Provided that Landowner pays the reasonable cost of such cooperation, the City shall cooperate with Landowner in its efforts to obtain such additional permits and approvals as may be required by any other governmental or quasi-governmental agencies having jurisdiction over such portion of the Property for which such permit or approval is sought, as long as such permits and approvals are consistent with the City's approvals for the Property and with applicable regulatory requirements. The City does not warrant or represent that any other governmental or quasi- governmental permits or approvals will be granted.

4.6 Subsequent Changes in General Plan Amendments, Zoning and Other Regulatory Actions. Changes in General Plan amendments, zoning, and other regulatory actions, including without limitation the Affordable Housing Ordinance or the Park Dedication Requirements, that may be adopted after the date of this Agreement will not become effective for the Property or any portion of the Property unless consented to in writing by Landowner, or by its successors-in-interest to the portion of the Property affected by such changes. Landowner shall have sole and absolute discretion to accept or reject any changes. If Landowner or its successors-in-interest for the portion of the Property affected by such changes consent in writing to the changes, then they shall be effective and considered as part of the Existing Land Use Regulations and Development Plan, under the terms of this Agreement, including without limitation the provision regarding vested rights in Section 4.1 of this Agreement.

4.7 Assurances to Landowner. The Parties acknowledge that the public benefits to be provided by Landowner to the City pursuant to this Agreement are in consideration for and reliance upon assurances that the City will permit development of the Property in accordance with the terms of this Agreement. The Parties further acknowledge that the Development Plan, with certain

specific exceptions described within the regulations in the Development Plan, provides Landowner with the flexibility to regulate the rate and timing of its development of the Property unilaterally, and that any future regulations which purport to regulate the rate and timing of development would conflict with the Development Plan. The City acknowledges that Landowner cannot at this time predict the timing or rate at which the Property will be developed. The timing and rate of development depend on numerous factors such as market demand, interest rates, absorption, completion schedules, and other factors which are not within the control of the City or Landowner. In *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, the California Supreme Court held that a construction company was not exempt from a city's growth control ordinance notwithstanding that the construction company and the city had entered into a consent judgment (tantamount to a contract under California law) establishing the company's vested rights to develop its property in accordance with the zoning. The California Supreme Court reached this result on the basis that the consent judgment failed to address the timing of development. It is the intent of the Parties to avoid the result of the *Pardee* case by acknowledging and providing in this Agreement that Landowner shall have the vested right to develop the Property in such order and at such rate and at such time as Landowner deems appropriate within the exercise of Landowner's sole subjective business judgment, notwithstanding the adoption of an initiative after the Effective Date of this Agreement by the City's electorate to the contrary. In addition to and not in limitation of the foregoing, but except as set forth in the following sentence, it is the intent of the Parties that no City moratorium or other similar limitation relating to the rate or timing of the development of the Project or any portion thereof, whether adopted by initiative, referendum or otherwise, shall apply to the Property to the extent such moratorium, initiative, referendum or other similar limitation is in conflict with the express provisions of this Agreement. Notwithstanding the foregoing, Landowner acknowledges and agrees that nothing herein is intended nor shall be construed as overriding any provision of the Development Plan relating to the rate or timing of development of the Project.

4.8 Changes in Mitigation Requirements. The City (by the City Manager and/or his or her designee) and Landowner may at any time mutually agree on changes to the mitigation requirements or project design features of the Project without amending this Agreement, provided that the Parties comply with all other applicable laws and processes relating to such change or changes.

4.9 Project Trips and Land Uses.

4.9.1 Incorporation of Project Trips in the City Traffic Model. The Parties acknowledge that the Final EIR and addendum contain a detailed traffic study which analyzes the future traffic that will be generated by the Project ("Project Trips"), and which describes the extent to which such future Project Trips will utilize the capacity of existing and planned future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections in the City and the surrounding area ("Roadway Capacity Utilization"). The City agrees that it will incorporate the Project as part of the City's current traffic model and future traffic model updates, and the City will include these same items in future traffic studies which it may prepare regarding future development or roadway planning projects.

4.9.2 Reservation of Roadway Capacity Utilization by City. The City agrees that Landowner has, through the construction of existing roadways in the City and the construction of improvements specified in the project design features, conditions of approval, and mitigation measures adopted as part of the Development Plan, fully mitigated for the impacts of the Project Trips of the Development Plan, except as specifically noted in the Final EIR and addendum and the findings adopted by the City. The City also agrees that as part of the approval of future tentative subdivision maps or subsequent discretionary actions and permits for the approved Development Plan, it will not require Landowner to provide, construct, fully fund or fair-share fund additional roadway right-of-way, capacity, or improvements.

4.9.3 Future Unanticipated Traffic from Additional Development and Unanticipated Changes in Roadways. The Final EIR and addendum's traffic study includes all of the anticipated traffic from existing and anticipated and planned future development, including development which is authorized by the general plans and zoning adopted by the City and other jurisdictions. The Parties acknowledge that in the future it is possible that unanticipated new projects and changes in approved development could generate new traffic not included in the Final EIR and addendum's traffic study, which could result in an unanticipated significant adverse impact caused by those projects. The Parties also acknowledge that future unanticipated traffic or traffic congestion could be generated by: (i) unanticipated development projects or growth that was not analyzed in the Final EIR and addendum's traffic study or (ii) unanticipated modifications made to planned existing or future roadway improvements (future roads, freeway/tollway mainlines, freeway/tollway ramps, and intersections), i.e., modifications that were not assumed in the Final EIR and addendum traffic study. Mitigation for such unanticipated traffic or traffic congestion is the responsibility of those other projects, and not the responsibility of Landowner as part of the implementation and construction of the Development Plan. The Parties also acknowledge that, as a result, in this situation the Project would not be contributing to any cumulative significant adverse impact as defined under the California Environmental Quality Act ("CEQA"), because the Project's contribution has already been fully mitigated, and such new adverse traffic impact would be completely caused by such unanticipated traffic, and there would be no relationship or nexus between the Development Plan and any other further traffic mitigation or traffic improvements beyond those provided for in Project, the Development Plan, or the Final EIR and addendum.

4.9.4 Future Changes in City Traffic Impacts. Nothing in this Agreement shall limit the City from changing its traffic level of service or other traffic impact standards under the General Plan, zoning, and other regulations, provided that these new standards do not: (i) serve as a basis for disapproving, delaying, reducing, or otherwise restricting development of the Property otherwise authorized by the Development Plan; or (ii) result in conditions dangerous to health and safety as defined in Section 4.10.3.

4.9.5 Additional Mitigation Measures. The Parties agree that in the event that there is future unanticipated traffic from additional unanticipated development (other than the proposed Project), and unanticipated changes in roadways under Section

4.9.2 and/or future unanticipated changes in traffic generation rates or other changed conditions under Section 4.9.3, the City has the authority to approve, subject to Section 4.3 the subsequent discretionary approvals under the Development Plan for the Property without imposing, either upon the City or upon Landowner, additional mitigation measures, conditions, or requirements relating to traffic circulation. However, if there were litigation challenging such subsequent discretionary approvals in the future that results in a final, non-appealable judgment which determines that Section 4.9.1, 4.9.2, or 4.9.3 is invalid, then the City may adopt additional mitigation measures, with Landowner's consent and at no cost to the City, as necessary to comply with the court's judgment. In such situation, if the Parties fail to reach agreement as to effective and acceptable additional mitigation measures, then the City shall be under no obligation under this Agreement to issue a subsequent discretionary approval that conflicts with the court's judgment.

4.10 Reserved Powers.

4.10.1 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies adopted or approved after the Effective Date of this Agreement pursuant to procedures provided by law that do not conflict with the Development Plan, the Existing Land Use Regulations or the provisions of this Agreement shall apply to and govern development of the Property. The Parties understand and agree that, without limitation, and to the maximum extent allowed under applicable law, any future City regulations, whether adopted by City council action or voter initiative or otherwise, which increase the cost of development, reduce the density or intensity of the Project, or limit the rate, timing or sequencing of development of the Property, or otherwise restrict the permitted uses, density, improvements and construction shall be deemed inconsistent with this Agreement and shall not be applicable to the development of the Property, unless Landowner expressly consents thereto.

4.10.2 Overriding State and Federal Laws and Regulations. State and federal laws and regulations that override Landowner's vested rights set forth in this Agreement shall apply to the Property, together with any City ordinances, resolutions, regulations, and official policies which are necessary to enable the City to comply with such overriding State and federal laws and regulations; provided, however, that: (i) Landowner does not waive its right to challenge or contest the validity of any such State, federal, or local laws, regulations or official policies; and (ii) in the event that any such State or federal law or regulation (or City ordinance, resolution, regulation, or official policy undertaken pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties agree to consider in good faith amending or suspending such provisions of this Agreement as may be necessary to comply with such State or federal laws, provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption of development agreements as set forth in the Development Agreement Statute and each Party retains full discretion with respect to such an approval.

4.10.3 Public Health and Safety. Any City ordinance, resolution, regulation, or official policy, which is necessary to protect persons on the Property or in

the immediate community, or both, from conditions dangerous to their health, safety, or both, notwithstanding that the application of such ordinance, resolution, regulation, or official policy would result in the impairment of Landowner's vested rights under this Agreement, shall apply to the Property. City shall reasonably consider application and construction of any such ordinance, resolution, regulation, or official policy consistent with this Agreement so as to provide Landowner with the rights and assurances provided to it in this Agreement.

4.10.4 Uniform Construction Codes. Provisions of the building standards set forth in the Uniform Construction Codes shall apply to the Property. As used herein, the term "**Uniform Construction Codes**" collectively refers to the XXXX¹ California Building Codes; the XXXX California Electric Code; the XXXX California Plumbing Code; the XXXX California Mechanical Code; the XXXX Uniform Solar Energy Code; the XXXX Uniform Swimming Pool, Spa and Hot Tub Code; the XXXX Uniform Housing Code; the Uniform Administrative Code, XXXX Edition; and the XXXX California Fire Code (including amendments by the Orange County Fire Authority), as modified and amended by official action of the City, and any modifications or amendments to any such Code adopted in the future by the City.

4.10.5 Police Power. In all respects not provided for in this Agreement, the City shall retain full rights to exercise its police power to regulate the development of the Property, and any uses or developments requiring a site plan, tentative tract map, conditional use permit, variance, or other discretionary action or permit pursuant to Existing Land Use Regulations shall require a permit or approval pursuant to this Agreement and consistent with the Development Agreement Statute. This Agreement is not intended to grant Landowner a right to the issuance of such permit or approval nor to restrict the City's exercise of discretion provided for in Section 4.3 of this Agreement.

4.11 Electrification. As plans for delivery of needed housing progress, consideration will be given to evolving sustainability objectives including reduction of the use of natural gas and more specifically, new multi-family structures having all-electric appliances, rooftop solar generation, and electric heating and air conditioning.

5. FEES.

5.1 Development Fees. During the Term of this Agreement, the City shall not levy or require with respect to development of the Property any site-specific Development Fees (i.e., Development Fees that are not of general application, are expressly or effectively imposed only on the Property, or are not adopted by ordinance on a City-wide basis) except those set forth in the Development Plan, and those in effect on the Effective Date of this Agreement. It is understood that the preceding limitation on the City's imposition of Development Fees shall not limit the City from levying against the Property additional Development Fees to the extent such Development Fees have been established in an ordinance which was adopted by the City on a City-wide basis, and are applicable to all new development within the City. Without limiting the generality of the foregoing, the City shall not, subsequent to the Effective Date of this Agreement, impose any new

¹ Date of applicable year to be inserted

fee or requirement upon the Project for the purpose of raising revenue for the provision of affordable housing not otherwise set forth in this Agreement.

5.2 Other Fees and Charges. Except as specifically set forth in Section 5.1 of this Agreement, nothing set forth in this Agreement is intended or shall be construed to limit or restrict the City's authority to impose new fees, charges, assessments, or taxes for the development of the Property or to increase any existing fees, charges, assessments, or taxes, and nothing set forth herein is intended or shall be construed to limit or restrict whatever right Landowner might otherwise have to challenge any fee, charge, assessment, or tax either not set forth in this Agreement or not in effect on the Effective Date of this Agreement. In connection therewith, Landowner shall comply with and timely pay all applicable fees, charges, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California, including without limitation school impact fees in accordance with Government Code Sections 65995, *et seq.*

6. AFFORDABLE HOUSING PROVISIONS. This Section 6 fulfills the affordable housing requirements of the affordable housing regulations of the Existing Land Use Regulations. Accordingly, the Project shall comply with the affordable housing requirements set forth in this Section.

6.1 Affordability Levels, Location, and Duration. The Project shall provide for the development of the following Affordable Units:

6.1.1 Very Low Income - Onsite: Five percent (5%) of the Project's Non-Density Bonus Units shall be affordable as rental units to Very Low Income households.

- (i) These units shall be provided at the Property.
- (ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.2 Moderate Income – Onsite: Ten percent (10%) of the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

- (i) These units shall be provided at the Property.
- (ii) The period of affordability of these units shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household.

6.1.3 Moderate Income – Onsite or Offsite: Five percent (5%) the total residential units of the Project's Non-Density Bonus Units shall be affordable as rental units to Moderate Income households.

- (i) These units may be provided (a) at the Property, (b) new construction off the Property, including but not limited to the other properties identified in the MOU, or (c) at City's

reasonable discretion, subject to Landowner's approval of the location, through the extension of the period of affordability for existing, expiring affordable units at other properties.

(ii) The period of affordability of the units provided pursuant to Section 6.1.3(i)(a) and (b) shall be for seventy-five (75) years from the date the unit is held out for rent by an eligible household. The period of affordability for units provided pursuant to Section 6.1.3(i)(c) shall be seventy-five (75) years after the expiration of the existing applicable income-restrictions on such units.

6.2 Distribution and Size of Units. When the Affordable Units are provided at the Property, the Affordable Units shall be reasonably dispersed throughout the Property. The proportional mix of the number of bedrooms per Affordable Unit shall be generally consistent with the bedroom mix of the Market Rate Units of the Project; provided, however, that the Project may provide a larger proportion of Affordable Units with a higher bedroom count as compared to the Market Rate Units. Architectural design and building materials for the Affordable Units must be similar to and compatible with other units within the Property. Prior to Landowner marketing the Affordable Units, and as often as reasonably requested by the City, Landowner shall provide the City's Director of Community Development or designee with the number, location and other required specifications of the Affordable Units to be located on the Property which shall conform to the Affordable Housing Summary.

6.3 Monitoring. As part of the Annual Review pursuant to Section 10 of this Agreement, Landowner shall provide City with an annual report detailing compliance with this Section 6.

6.4 Affordable Housing Plan. The provisions of this Agreement, the Density Bonus Housing Agreement, applicable provisions of the MOU, and the Regulatory Agreement shall constitute the affordable housing plan for the Project and satisfy the affordable housing plan requirements of the Affordable Housing Ordinance.

7. DENSITY BONUS HOUSING AND WAIVER OF PARKLAND REQUIREMENTS. Pursuant to Section 2-3-10 of the Affordable Housing Ordinance and the State Density Bonus Law, concurrently herewith the Parties have entered into the Density Bonus Housing Agreement. Based on the affordable housing requirements in this Agreement and as an incentive under the State Density Bonus Law for the density bonus units provided under the Density Bonus Housing Agreement, the City (i) has determined that waiving City parkland requirements, including the Park Dedication Requirements would result in identifiable and actual cost reductions for the Project, to provide for affordable housing costs, for the Project and (ii) and, pursuant to the Density Bonus Housing Agreement, has waived any requirements for the Project to comply with the Park Dedication Requirements. The Project shall provide on-site recreation amenities as set forth in Exhibit E attached hereto.

8. PUBLIC BENEFIT PAYMENT. No later than the issuance of building permits for the Project residential units, Landowner shall pay to City a public benefit payment ("**Public Benefit Payment**") equal to \$14,500.00 per residential unit (the "**Public Benefit Rate**"), as may be adjusted as provided herein. The Public Benefit Rate shall be adjusted annually commencing on January 1, 2025 based on a calculation of the change in the Engineering News-Record (ENR)

Construction Cost Index (CCI) between January 1, 2024 and the January of the year in which the fee is paid; provided, however that the Public Benefit Rate shall not be less than \$14,500.00 per residential unit. The Public Benefit Payment may be used at the sole discretion of the City for municipal purposes.

9. DEFAULT, REMEDIES AND TERMINATION.

9.1 Mutually Dependent Obligations. The obligations of the City and Landowner under this Agreement are mutually dependent. If either Party fails to perform its obligations under this Agreement, the other Party may suspend or terminate performance of its own obligations, after giving notice and an opportunity to cure as provided for in this Agreement.

9.2 Notice and Opportunity to Cure. Before this Agreement may be terminated or action may be taken to obtain judicial relief consistent with this Agreement, the Party seeking relief (the “**Non-defaulting Party**”) shall comply with the notice and cure provisions of this Section 10.2. A Non-defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures set forth below for any failure or breach of any other Party (the “**Defaulting Party**”) to perform any material duty or obligation of said Defaulting Party in accordance with the terms of this Agreement. However, the Non-defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Non-defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “default” of its obligations set forth in this Agreement if the Defaulting Party has failed to take action and cured the default within ten (10) days after the date of such notice (for monetary defaults), within thirty (30) days after the date of such notice (for non-monetary defaults), or within such lesser time as may be specifically provided in this Agreement. If, however, a non-monetary default cannot be cured within such thirty (30) day period, but can be cured within one hundred eighty (180) days after the date of such notice, as long as the Defaulting Party does each of the following:

- (i) notifies the Non-defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;
- (ii) notifies the Non-defaulting Party of the Defaulting Party’s proposed course of action to cure the default;
- (iii) promptly commences to cure the default within the thirty (30) day period;
- (iv) makes periodic reports to the Non-defaulting Party as to the progress of the program of cure; and
- (v) diligently prosecutes such cure to completion within one hundred eighty (180) days from notice of default,

then the Defaulting Party shall not be deemed in breach of this Agreement. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default of its obligations set forth in this Agreement if said breach or failure involves the payment of money but the Defaulting Party has failed to completely cure said monetary default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

9.3 Default Remedies. Subject to Section 9.4, in the event of a default, the Non-Defaulting Party, at its option, may institute legal action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. Furthermore, the City, in addition to or as an alternative to exercising the remedies set forth in this section, in the event of a material default by Landowner, may give notice of its intent to terminate or modify this Agreement pursuant to the City Development Agreement Regulations and/or the Development Agreement Statute, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City Development Agreement Regulations or the Development Agreement Statute.

9.4 Exclusive Remedy. The Parties acknowledge that they would not have entered into this Agreement if either Party were to be liable for damages under or with respect to this Agreement or the Development Plan, except as provided in this section. Accordingly, Landowner covenants on behalf of itself and its successors and assigns, not to sue the City, and the City on behalf of itself and its successors and assigns, not to sue Landowner, for damages or monetary relief for any breach of this Agreement or arising out of or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this Agreement or the Development Plan, the Existing Land Use Regulations, or any land use permit or approval sought in connection with the development or use of a parcel or any portion thereof, the Parties agreeing that declaratory and injunctive relief, mandate, and specific performance shall be Landowner's sole and exclusive judicial remedies, with the exceptions provided for in Section 9.4.1 and 9.4.2.

9.4.1 In the case of a breach of an obligation to pay money or to allocate funding in a manner specified in this Agreement, or to indemnify and defend a party pursuant to this Agreement, a Party may sue to compel monetary relief to the extent such relief involves enforcement of the other Party's obligations under this Agreement and not damages or other monetary penalty over and above such obligations.

9.4.2 Landowner may seek and recover monetary damages for the cost of additional mitigation measures, conditions, requirements, fees, taxes or affordable housing obligations (in addition to those provided for in this Agreement) imposed on the Property in violation of this Agreement.

9.5 Force Majeure. The obligations of any Party shall not be deemed to be in default where delays or failures to perform are due to any cause without the fault and beyond the reasonable control of such Party, including to the extent applicable, the following: war; insurrection; strikes; walk-outs; the unavailability or shortage of labor, material, or equipment; riots; floods; earthquakes; the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeological, paleontologic, or endangered species problems on the Property; fires; casualties; acts of God; epidemics or pandemics (but excluding any existing restrictions based on the conditions of the COVID-19 pandemic as they exists as of the Effective Date), governmental restrictions imposed or mandated by other governmental entities (which actions by other governmental entities were not encouraged or solicited by the City); with regard to delays of Landowner's performance under this Agreement, delays caused by the City's failure to act or timely perform its obligations set forth herein; with regard to delays of the City's performance, delays caused by Landowner's failure to act or timely perform its obligations set forth herein;

inability to obtain necessary permits or approvals from other governmental entities; enactment of conflicting state or federal statutes or regulations; judicial decisions; or litigation not commenced by such Party. Notwithstanding the foregoing, any delay caused by the failure of the City or any agency, division, or office of the City to timely issue a license, permit, or approval required pursuant to this Agreement shall not constitute an event of force majeure extending the time for the City's performance. If written notice of such delay or impossibility of performance is provided to the other Party within a reasonable time after the commencement of such delay or condition of impossibility, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by the Parties in writing, or the performance rendered impossible may be excused in writing by the Party so notified. In no event shall adverse market or financial conditions constitute an event of force majeure extending the time for such Party's performance. In addition, in no event shall the Term of this Agreement be extended automatically by an event of force majeure.

9.6 Option to Terminate Due to Litigation. If a lawsuit is filed challenging the City's Project approvals or the ordinance approving this Agreement within the time periods for the filing of such lawsuits under CEQA or the State Planning and Zoning Law, then the Parties shall meet and confer concerning the potential impact of the lawsuit on this Agreement and the development of the Project. Within thirty (30) days of such meeting, if Landowner determines that such litigation may have an unacceptable adverse impact on the Project or its rights under this Agreement, Landowner may in its discretion terminate this Agreement by sending the City a written notice of such termination, and the Parties shall be relieved of any further obligations to this Agreement, to the extent that such obligations have not been performed prior to such termination. Landowner acknowledges that if this Agreement is terminated, City shall have the discretion to restore the City's prior Project approvals to the condition that such General Plan and zoning designations existed prior to the adoption of such City Project approvals, and Landowner waives the right to challenge any such restoration. Notwithstanding the foregoing, the MOU shall continue to apply to the subject Property with respect to Landowner's future project approval requests, but nothing herein shall be construed to require Developer to proceed with the construction or other implementation of the Project.

10. ANNUAL REVIEW.

10.1 Timing of Annual Review. During the Term of this Agreement, at least once every twelve (12) month period from the Effective Date of this Agreement, the City shall review the good faith compliance of Landowner with the terms of this Agreement ("**Annual Review**"). The Annual Review shall be conducted by the City Council or its designee in accordance with the City Development Agreement Regulations.

10.2 Standards for Annual Review. During the Annual Review, Landowner shall be required to demonstrate good-faith compliance with the terms of this Agreement by submitting a performance report, if such report is requested by the City. If the City finds and determines that Landowner has not complied with the terms and conditions of this Agreement, then the City may declare a default by Landowner in accordance with this Agreement. The City may exercise its rights and remedies relating to any such event of default only after the period for curing a default as set forth in Section 9 has expired without cure of the default. The reasonable costs incurred by the City in connection with the Annual Review process shall be paid by Landowner.

10.3 Certificate of Compliance. With respect to each year in which the City approves Landowner's compliance with this Agreement, the City shall, upon written request by Landowner, provide Landowner with a written certificate of good faith compliance within thirty (30) days of the City's receipt of Landowner's request for same.

11. MORTGAGEE RIGHTS.

11.1 Encumbrances on the Property. The Parties agree that this Agreement shall not prevent or limit, in any manner, Landowner from encumbering the Property or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

11.2 Mortgagee Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Mortgagee (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement and any such Mortgagee who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

11.3 Mortgagee Not Obligated. Notwithstanding the provisions of this Section 11, a Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of Landowner or other affirmative covenants of Landowner, or to guarantee such performance, except that: (i) the Mortgagee shall have the right to develop the Property under the Development Plan provided that Mortgagee complies with the terms of this Agreement and (ii) to the extent that any covenant to be performed by Landowner is a condition to the performance of a covenant by the City, such performance shall continue to be a condition precedent to the City's performance.

11.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. Each Mortgagee shall, upon written request to the City, be entitled to receive written notice from the City of the results of the Annual Review and of any default by Landowner of its obligations set forth in this Agreement. Each Mortgagee shall have a further right, but not an obligation, to cure such default within ten (10) days after receipt of such notice (for monetary defaults), within thirty (30) days after receipt of such notice (for non-monetary defaults) or, if such default can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure such default within thirty (30) days after obtaining possession, and, except in case of emergency or to protect the public health or safety, the City may not exercise any of its judicial remedies set forth in this Agreement until expiration of such thirty (30) day period; provided, however, that in the case of a default which cannot with diligence be remedied or cured within such thirty (30) day period, the Mortgagee shall have such additional time as is reasonably necessary to remedy or cure such default provided Mortgagee promptly commences to cure the default within the thirty (30) day period and diligently prosecutes such cure to completion.

12. ASSIGNMENT.

12.1 Permitted Assignment. Landowner shall have the right to assign its rights and obligations under this Agreement to a Landowner Affiliate in connection with a transfer of all or any portion of Landowner's interest in the Property to such affiliate. In the event of any such assignment, (i) assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred and (ii) following written notice to the City Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement applicable solely to the portion of the Property so transferred. Notwithstanding the foregoing sentences, the transferring Landowner(s) shall remain responsible for all obligations that do not relate solely to the portion of the Property being sold, transferred, or assigned.

12.2 Assignment with City Consent. Subject to City's consent, which consent shall not be unreasonably withheld, conditioned or delayed, Landowner shall have the right to assign its rights and obligations under this Agreement in connection with a transfer of all or any portion of Landowner's interest in the Property to a non-affiliated party. In the event of any such assignment, assignee shall be liable for performance of the obligations of Landowner after the date of assignment with respect to the portion of the Property so transferred. Except to the extent Landowner is in default under this Agreement prior to the transfer, then, upon the written consent of the City to the partial or complete assignment of this Agreement and the express written assumption in a form approved by the City of such assigned obligations of Landowner under this Agreement by the assignee, Landowner shall be relieved of its legal duty to perform the assigned obligations set forth in this Agreement, other than the obligations that do not relate solely to the portion of the Property being sold, transferred or assigned.

12.3 Assignee Subject to Terms of Agreement. Following an assignment or transfer of any of the rights and interests of Landowner set forth in this Agreement in accordance with Section 12.1 or 12.2, the assignee's exercise, use, and enjoyment of the Property shall be subject to the terms of this Agreement to the same extent as if the assignee or transferee was Landowner.

12.4 Condition of Assignment or Transfer. All assignments or transfers under this Section 12 shall be undertaken in conjunction with corresponding assignments or transfers of other agreements related to the Project, including but not limited to the Density Bonus Housing Agreement, MOU, and the Regulatory Agreement.

13. INDEMNITY.

13.1 Indemnity by Landowner. Landowner agrees to indemnify, defend, and hold harmless the City and City's designees that are performing City's obligations under this Agreement, and their representatives, elected and appointed councils, boards, commissions, officers, agents, and employees (collectively, the "Indemnitees") from and against any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to attorneys' fees and costs) which may arise, directly or indirectly, from the acts, omissions, or operations of such Landowner or Landowner's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement, but excluding any loss resulting from the intentional misconduct or gross negligence of any of the Indemnitees. Notwithstanding the

foregoing, the City shall have the right to select and retain counsel to defend any such action or actions and Landowner shall pay the reasonable cost for this defense.

13.2 Survival. The indemnity provisions set forth in this Agreement shall survive termination of this Agreement.

14. THIRD PARTY LEGAL CHALLENGE.

In the event of any legal action instituted by any third party challenging the validity or enforceability of any provision of this Agreement or the City's Project approvals, the application of the Existing Land Use Regulations to the Project, or subsequent discretionary approvals under the Development Plan ("**Third Party Legal Challenge**"), the City shall have the right but not the obligation to defend such Third Party Legal Challenge and Landowner shall be responsible for the legal expenses incurred by the City in connection therewith. So long as Landowner is not in default under this Agreement, the City shall not allow any default or judgment to be taken against it or compromise the defense of the action without Landowner's prior written approval. Landowner shall further have the right to settle such Third Party Legal Challenge, provided that nothing in this Agreement shall authorize Landowner to settle such Third Party Legal Challenge on terms that would constitute an amendment or modification of this Agreement, the Existing Land Use Regulations, or the Development Plan unless such amendment or modification is approved by the City in accordance with applicable legal requirements, and the City reserves its full legislative discretion with respect to making such an approval.

15. MISCELLANEOUS.

15.1 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit of the Property, and the burdens and benefits to the Property shall bind and inure to the benefit of each of the Parties and all successors in interest to the Parties.

15.2 Entire Agreement; Waivers and Amendments. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions, and agreements among the Parties with respect to all or part of the subject matter of this Agreement. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. Any amendments or modifications to this Agreement must be in writing, signed by duly authorized representatives of each of the Parties, and recorded in the Official Records of Orange County, California.

15.3 Recovery of Legal Expenses by Prevailing Party in Any Action. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to receive, in addition to the relief granted, reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party; provided, however, that the attorneys' fees awarded pursuant to this

Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

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

15.5 No Third Party Beneficiaries or Other Signatories. This Agreement and all of its terms, conditions, and provisions are entered into only for the benefit of the Parties executing this Agreement (and any successors in interest), and not for the benefit of any other individual or entity, and no other person or entity shall have any right of action based upon any provision of this Agreement.

15.6 Relationship of Parties. The City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Landowner joint venturers or partners.

15.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless and to the extent the rights and obligations of any Party has been materially altered or abridged by such holding.

15.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

15.9 Estoppel Certificate. Any Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Party; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations set forth in this Agreement or, if in default, to describe therein the nature and amount of any such defaults. A Party receiving such a request shall execute and return the certificate within sixty (60) days following its receipt. Any third party, including a Mortgagee, shall be entitled to rely on the certificate.

15.10 Applicable Law: Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior

Court of the County of Orange, State of California, or the United States District Court for the Central District of California, and the Parties waive all provisions of law providing for the removal or change of venue to any other court.

15.11 Non-Liability of City Officers and Employees. No official, officer, employee, agent, or representative of the City shall be personally liable to Landowner or its successors and assigns for any loss arising out of or connected with this Agreement or the Existing Land Use Regulations.

15.12 Notices. Any notice or communication required under this Agreement between the City and Landowner must be in writing and may be given either personally, by registered or certified mail, return receipt requested, or by facsimile transmission. If given by registered or certified mail, the same shall be deemed to have been given and received on the date of actual receipt by the addressee designated below as the Party to whom the notice is sent. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices delivered by facsimile transmission shall be deemed to have been given on the first business day following the date of transmission to the facsimile number. A Party may at any time, by giving ten (10) days' written notice to the other Parties, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To Landowner: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: Senior Vice President, Entitlements

With a copy to: Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

To City: City of Irvine
City Hall
One Civic Center Plaza
Irvine, California 92623-9575
Attn: City Manager

With a copy to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Jeffrey T. Melching, City Attorney

15.13 Authority to Execute. Landowner warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Landowner is formally bound to the provisions of this Agreement; (iv) Landowner's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Landowner is bound; and (v) there is no

existing or threatened litigation or legal proceeding of which Landowner is aware that could prevent Landowner from entering into or performing its obligations set forth in this Agreement.

15.14 Counterparts and Exhibits. This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument. This Agreement contains six (6) exhibits, attached to this Agreement and made a part of it by this reference. The exhibits are identified as follows:

Exhibit A – Legal Description of the Property

Exhibit B – Development Plan

Exhibit C – Existing Land Use Regulations

Exhibit D – Affordable Housing Summary

Exhibit E – On-Site Recreation Amenities

Exhibit F – Memorandum of Understanding

IN WITNESS WHEREOF, the City and Landowner have executed this Agreement on the day and date first set forth above.

“CITY”

CITY OF IRVINE
a California municipal corporation

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

“LANDOWNER”

IRVINE MARKET PLACE II LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

PARCELS 2 OF PARCEL MAP NO. 93-204 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 291, PAGES 19 TO 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, ANY OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM PROPERTIES OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE PROPERTY AS RESERVED IN THE GRANT DEED RECORDED AUGUST 1, 2018 AS INSTRUMENT NO. 2018000280467 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS, INCLUDING RIGHTS CLASSIFIED AS OVERLYING, RIPARIAN, APPROPRIATIVE OR OTHER CLASSIFICATION, DERIVED FROM USAGE, EXTRACTION OR DIVERSION UPON OR OTHERWISE PERTAINING TO THE ABOVE LAND AS CONVEYED TO IRVINE RANCH WATER DISTRICT BY QUITCLAIM DEED RECORDED JUNE 21, 2006 AS INSTRUMENT NO. 2006000416403 OF OFFICIAL RECORDS.

EXHIBIT B

DEVELOPMENT PLAN

[TO BE INSERTED - DEVELOPMENT PLAN SHALL CONSIST OF MASTER PLAN
00882754-PMP APPROVED BY THE IRVINE PLANNING COMMISSION ON MAY 4,
2023]

EXHIBIT C

EXISTING LAND USE REGULATIONS

[ON FILE WITH CITY CLERK; NOT ATTACHED FOR RECORDING PURPOSES]

EXHIBIT D

AFFORDABLE HOUSING SUMMARY
[Insert once final]

EXHIBIT E

ON-SITE RECREATION AMENITIES

Criteria for On-Site Recreation Requirements

In aggregate, recreation spaces will be provided on a per development basis as follows:

For developments with between 1 and 500 total units:

- 0.75 acres (32,670 square feet) of recreation space/common amenity areas

For developments with between 501 and 1000 total units:

- 1.0 acres (43,560 square feet) of recreation space/common amenity areas

For developments with between 1001 and 1500 total units:

- 1.25 acres (54,450 square feet) of recreation space/common amenity areas

Projects with more than 1,500 units are required to provide an additional 0.25-acre of land for each additional 500 units (or fraction thereof).

The minimum acreage totals described in this exhibit represent land only. The area applied to the minimum acreage requirement may not be located inside of or on top of a building and may not include “credit” for recreational improvements.

With the foregoing limits, all developments must include at least one recreational space that is at least 0.33 acres (14,520 square feet) in size.

Recreational space shall include, at a minimum: 1) swimming pools, spas and/or water features with a cumulative water surface equal to or greater than 5 square feet per unit; 2) indoor fitness space or exterior sport courts; and 3) designated restrooms, showers, and drinking fountains at each swimming pool.

Other recreational amenities may include, without limitation, interior and exterior gathering areas, shade features, dog runs, tot lots, co-working spaces, or club rooms. Even though not applied to the minimum acreage requirements of this exhibit, other recreation spaces can be within a building (e.g., fitness/co-working/club), or provided on top of buildings.

For each Project, the applicant shall illustrate the aforementioned recreation spaces through the submittal of a non-regulatory “Illustrative Onsite Amenity Exhibit” concurrently with the submission of the Master Plan application for the Project. The Illustrative Onsite Amenity Exhibit shall show the location(s) of all recreation spaces, the size of each space, and the quantity/type of physical improvements proposed.

EXHIBIT F

MEMORANDUM OF UNDERSTANDING
REGARDING AFFORDABLE HOUSING AND RELATED MATTERS
BETWEEN THE CITY OF IRVINE AND IRVINE COMPANY

[TO BE INSERTED]

**MEMORANDUM OF UNDERSTANDING
REGARDING AFFORDABLE HOUSING AND RELATED MATTERS
BETWEEN THE CITY OF IRVINE AND IRVINE COMPANY**

This Memorandum of Understanding (“MOU”) is entered into this 14th day of March, 2023 (the “Effective Date”), by and between the City of Irvine, a California municipal corporation (hereinafter the “City”), and The Irvine Company LLC, a Delaware limited liability company, and The Irvine Land Company LLC, a Delaware limited liability company, each on behalf of itself and each applicable affiliate thereof that owns the land within the City of Irvine where the affordable housing units referenced herein will be located (hereinafter “Irvine Company” or “Landowner”). The parties hereto may each individually be referred to as a “Party” and collectively as the “Parties.”

Recitals:

- A. For over 50 years, the City and Irvine Company have worked together within the framework of large scale master planning principles to create a safe, fiscally strong, culturally diverse master planned community with a balance of housing, jobs, and open space undeniably true to its foundation.
- B. The Parties’ relationship has included entering into significant agreements and memoranda of understanding, and the implementation of certain master affordable housing plans for particular areas in the City.
- C. Historically, the programs indicated in Recital B, and others like them, have resulted in affordable housing through developer and not-for-profit partner developments; extension of terms of affordability for existing homes; and, dedication of land for affordable housing purposes.
- D. On May 10, 2022, the City approved and, on May 24, 2022, the California Department of Housing and Community Development (HCD) certified the City of Irvine 2021-2029 (6th Cycle) General Plan Housing Element (the “Housing Element”) including an approach responding to the City’s Regional Housing Needs Allocation (RHNA). The Housing Element provides that, in addition to future “market-rate” housing supply, housing affordable to households within other specific income categories will be addressed through applicable State and local law.
- E. In the past several years, the State legislature has enacted and amended several housing laws, many of which purport to increase the stock of both affordable and market rate housing. These laws include expedited and/or ministerial review processes for certain entitlements and permits, and streamlined or exempted California Environmental Quality Act (CEQA) review for other City actions. These laws generally limit City control of local housing land use decisions, and must be accounted for when considering future development applications.
- F. In light of the foregoing, the Parties have determined it is in their mutual best interests to establish a comprehensive master planning approach for certain future Irvine

Company projects consistent with the applicable provisions of State and local laws, including the Housing Element and CEQA.

- G. The City intends for this MOU to operate as an overarching policy for the projects specified herein, and for applications and approvals for such projects to incorporate the provisions of this MOU.

Now, therefore, the Parties agree as follows:

1. **APPLICABILITY**. This MOU shall apply to pending (as of the Effective Date) and future Irvine Company housing proposals (including residential, and mixed-use projects) more specifically detailed in Exhibits 1 through 6 hereto (each a "Project" and collectively the "Projects"). The Parties may, in each of their discretion, agree to make other projects proposed during the 2021-2029 RHNA cycle subject to this MOU. The City Manager and/or his or her designee shall have the authority to agree to adding future projects to the scope of this MOU pursuant to this Section.
2. **TERM**. The term of this MOU shall be from the Effective Date until December 31, 2028. The City Manager and/or his or her designee, in his or her discretion, may approve Irvine Company requested extensions to the term of this MOU for the Projects.
3. **OBJECTIVES**. The Projects shall be proposed, considered, and executed pursuant to the following objectives:
 - 3.1. **Comprehensive Approach**. The Parties shall pursue a comprehensive master planned approach with respect to the Projects with a consistent affordable housing approach in alignment with those proposals (including but not limited to providing for the appropriate establishment and utilization of affordable housing credits to satisfy Irvine Company affordable housing obligations).
 - 3.2. **Affordability Compliance**. The Parties have considered and evaluated a variety of avenues for the provision of affordable housing for adoption in connection with each Project in a manner which complies with applicable laws. These avenues include, but are not be limited to:
 - 3.2.1. Incorporating strategies to provide additional housing development in areas not adversely impacting existing residential villages in the City;
 - 3.2.2. Providing housing in multi-use districts and/or commercial areas and areas proximate to major employment centers;
 - 3.2.3. Including both "on-site" and "off-site" affordable housing options in new developments, including, without limitation, in concert with not-for-profit housing providers;
 - 3.2.4. Including "off-site" affordable housing options in existing developments through the extension of terms of existing, expiring affordable units or conversion of existing market rate units;

- 3.2.5. Utilizing density bonuses, incentives, concessions, and waivers available under applicable provisions of the State Density Bonus Law and other federal, state, local and City laws and regulations. For the purposes of the Projects only, Irvine Company has proposed, and the City has reviewed a requested incentive for a waiver of Municipal Code Section 5-5-1004, as the same may be amended from time to time, as an incentive under the State Density Bonus Law. Based on the information currently available for each Project, the City acknowledges that, as-applied to the Projects, the requested incentive results in identifiable and actual cost reductions to provide for affordable housing costs provided that the Projects comply with this MOU and the other provisions of the State Density Bonus Law;
 - 3.2.6. Reaching mutual agreement on the location of a site (see Exhibit 6 attached hereto) to accommodate affordable housing required pursuant to applicable provisions of the existing Planning Area (PA) 39 Development Agreement (Ordinance No. 06-15; "PA 39 DA"), and satisfying the remaining affordable housing land dedication requirements under the PA 39 DA; and
 - 3.2.7. Developing a plan for the utilization of existing affordable housing credits established by prior agreements between the Parties, and applicable to the Projects.
 - 3.3. **Sustainability**. As plans for delivery of needed housing progress, consideration will be given to evolving sustainability objectives including reduction of the use of natural gas and more specifically, new multi-family structures having all-electric appliances, rooftop solar generation, and electric heating and air conditioning.
 4. **PROJECT REQUIREMENTS AND PROCESSING**. This MOU does not approve or require the City to approve any actual development, entitlement, or permit, or grant any other City approval, nor does this MOU require Irvine Company to develop the Projects. The City and Irvine Company will engage in a separate project review process for each Project, which will incorporate the objectives and understandings in this MOU. The Parties intend for the objectives and understandings of this MOU to be incorporated or reflected in the development, regulatory, and other applicable agreements between the City and Irvine Company related to the Projects. The following provisions apply to the Projects:
 - 4.1. **Compliance with Applicable Laws**. Projects shall be proposed, processed, and executed in compliance with applicable laws and regulations including State and local housing laws, the Housing Element and CEQA. Each Party shall be responsible for its own compliance with applicable laws. Where deemed legally appropriate by the City, environmental review for the Project will "tier" off prior applicable CEQA review and documents certified by the City, including CEQA review with respect to the Housing Element and the applicable planning areas.
 - 4.2. **Processing Schedule**. In addition to legal requirements regarding processing of land use applications, the City and Irvine Company will cooperate to develop a mutually acceptable schedule for City processing and consideration of the land use approvals, agreements, and associated documentation necessary for the Projects ("Land Use Approvals") in an expeditious and timely manner, while permitting the Parties to transact and negotiate in

good faith. The City and Irvine Company acknowledge that the time frames for such processing and consideration may be delayed, without fault of City, due to, among other reasons, acts and omissions of other governmental entities not involved in Land Use Approvals.

- 4.3. **Development Agreements.** As part of and in connection with the Land Use Approvals, the City shall process one or more development agreements securing vested development rights and the terms necessary to implement this MOU (each, a “Development Agreement”). Each Development Agreement will have a minimum initial term of ten (10) years, subject to any extensions as may be provided therein. The Development Agreement shall vest applicable development rights from the date of the Development Agreement.
- 4.4. **Affordable Housing Requirements.** The Projects shall comply with the requirements in this Section, and the applicable affordable housing requirements in state and, except as modified by the terms of this MOU, local laws, as the same may be vested in the relevant Development Agreement.

As of the Effective Date, and except as otherwise permitted in Chapter 2-3 of the City’s Zoning Ordinance, residential projects within the City must include at least five percent (5%) of the project affordable to households at Income Level II (as defined in the Housing Element), at least five percent (5%) of the project affordable to households at Income Level III (as defined in the Housing Element), and at least five percent (5%) of the project affordable to households at Income Level IV (as defined in the Housing Element). Except as otherwise modified by the terms of the applicable Development Agreement, affordable units shall comply with the applicable provisions of Chapter 2-3 of the City’s Zoning Ordinance as the same may be amended through the date of the applicable Development Agreement. By entering into this MOU, the City has determined that the affordable housing requirements set forth herein for the projects align with City policies related to the provision of affordable housing. It is the City’s intention that subsequent Land Use Approvals and the Development Agreement for each Project contain provisions aligning with these requirements.

Based on the information currently available for each Project, the City acknowledges that, as applied to the Projects, the following affordability requirements provide equivalent or enhanced affordable housing to the affordability requirements in Chapter 2-3 of the Irvine Municipal Code, and are appropriate for inclusion in the Development Agreement for each Project:

4.4.1. Affordability Levels.

i. Income Level II: 5% of non-density bonus units provided at each Project site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household.

ii. Income Level II: 4.55% of non-density bonus units for each Project provided entirely at the Technology Drive Site for the lifetime of the Project at the Technology Drive Site subject to the requirements of Section 4.5 below¹.

iii. Income Level III: 4.55% of non-density bonus units for each Project provided entirely at the Technology Drive Site for the lifetime of the Project at the Technology Drive Site subject to the requirements of Section 4.5 below¹.

iv. Income Level IV: 10% of non-density bonus units provided at each Project site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household. These units shall be new construction at each Project site.

v. Income Level IV: 5% of non-density bonus units for each Project provided on or off site (excluding the Technology Drive Site) for seventy five (75) years from the date the unit is held out for rent or purchase by an eligible household. These Section 4.4.1(v) units may be achieved through a combination of new construction at any of the Project sites (i.e., a Project site may contain a higher percentage, offset by a lower percentage at another Project site) or, at City's option and with Irvine Company's approval of the location, the extension of terms of existing, expiring affordable units for seventy five (75) years consistent with terms qualifying such units for credit against applicable RHNA requirements. Credit for extending the affordability term for expiring income restricted units shall be calculated based on then-applicable law as of the date of the applicable Development Agreement.

4.4.2. Unit Location and Size. Affordable units shall be reasonably dispersed throughout each Project. The proportional mix of the number of bedrooms per affordable unit shall remain generally consistent with the bedroom mix of the market rate units in each Project, except that affordable units may provide a larger proportion of affordable units with a higher bedroom count.

4.5. Technology Drive Site. Irvine Company intends to dedicate to the City or its designated land trust the 4.69-acre site identified in Exhibit 6 attached hereto (the "Technology Drive Site") to meet affordable housing obligations in Paragraph 4.4.1(ii) and (iii) of this MOU

¹ For the purposes of this MOU and the Land Use Approvals related to the Projects, the percentages set forth above are based on the assumption that the Technology Drive Site will be able to provide 160 Income Level II units and 160 Income Level III, no matter how many units are actually developed on the Technology Drive Site. Actual percentages will be based on actual units developed under this MOU.

and with the Amended and Restated Master Affordable Housing Plan for PA 39 (initially approved July 20, 2006, and last amended April 26, 2022; "PA 39 ARMAHP"). The Conveyance Agreement (as defined in Section 4.8 below) will include terms addressing satisfaction of dedication requirements under the PA 39 ARMAHP, the extinguishment of all ninety-two (92) Income Level III credits established in the PA 39 ARMAHP and the provision of credits to Irvine Company if the City does not grant the Land Use Approvals for a particular Project consistent with this MOU. A condition precedent of the terms and conditions of this MOU is that Irvine Company will provide to City reasonable evidence, to the reasonable satisfaction of the City, that the Technology Drive Site can physically accommodate the construction of at least 320 residential units at a commercially reasonable cost of construction taking into account all relevant development factors (excluding financing). The dedication of the Technology Drive Site shall occur no later than June 30, 2023 with one (1) option to extend by six (6) months to be approved at the discretion of the City Manager.

- 4.6. **Affordable Housing Plan.** The provisions of this MOU, each applicable Development Agreement, the applicable State Density Bonus Law Agreement, and the applicable Regulatory Agreement shall operate as the affordable housing plan for each Project. This affordable housing plan for each Project, reflecting in the aforementioned documents, shall meet the requirements of Chapter 2-3 of the Irvine Zoning Ordinance, as the same may be amended by the Development Agreement for the Project.
- 4.7. **Regulatory Agreement and Declaration of Covenants and Restrictions.** A mutually agreeable regulatory agreement and declaration of covenants and restrictions shall be required as a condition of development for each Project, concurrent with the requisite Land Use Approvals and Development Agreement (each a "Regulatory Agreement"). Each Regulatory Agreement will be recorded against the property(ies) where affordable units will be located and, prior to occupancy thereof, shall secure the affordability restrictions applicable to those properties. Each Regulatory Agreement shall guarantee the affordability of each affordable unit for the applicable affordability period.
- 4.8. **Agreement on Form of Development Agreement, State Density Bonus Law Agreement, Regulatory Agreement, and Conveyance Agreement.** Promptly after execution of this MOU, Irvine Company and the City shall meet and confer in order to determine, in good faith, reasonable template forms of Development Agreement, State Density Bonus Law Agreement and Regulatory Agreement to apply to all of the Projects (excluding the Technology Drive Site). Once the template for each agreement is approved by Irvine Company and the City, such approved template shall be utilized on each Project and subject only to those modifications required to insert Project-specific facts or to make any necessary modifications to the extent required to not conflict with applicable law, or as otherwise mutually approved by Irvine Company and the City. Irvine Company and City shall meet and confer in order to determine, in good faith, a reasonable template form of agreement ("Conveyance Agreement") for the Technology Drive site subject to Section 4.5 above. A mutually agreeable template agreement for the four (4) agreements provided in this Section 4.8 shall be a condition precedent of the terms and conditions of this MOU. A form of Development Agreement pursuant to this Section shall be finalized on or before April 17, 2023 unless extended by mutual agreement of the Parties. A form

of State Density Bonus Law Agreement, Regulatory Agreement, and Conveyance Agreement pursuant to this Section shall be finalized on or before May 1, 2023 unless extended by mutual agreement of the Parties. The City Manager or designee shall have the authority to agree to extensions pursuant to this Section.

- 4.9. **On-Site Recreation.** Based on the information currently available for each Project, the City acknowledges that an incentive under the State Density Bonus Law waiving the requirements of City Municipal Code Section 5-5-1004, as amended, and any other applicable parkland exactions under the City's Municipal Code, would result in actual and identifiable cost reductions for each Project, provided that the Project meets the other requirements of this MOU and State Density Bonus Law. In the event the City approves the Project and Irvine Company develops the Project, Irvine Company shall provide on-site recreation elements set forth in Exhibit 7.
- 4.10. **Public Benefit Payment.** In consideration for the expedited processing of Land Use Approvals, and other City understandings hereunder, a "**Public Benefit Payment**" from Landowner to the City in an amount not exceeding \$14,500.00 per unit, to be assessed no later than issuance of building permits for the applicable Project, will be included as a part of each Development Agreement. The per unit fee shall be adjusted on January 1, 2025 and annually thereafter based upon a calculation of the change in the Engineering News-Record (ENR) Construction Cost Index (CCI) between January 1, 2024 and the January of the year in which the fee is paid, provided, however, that the Public Benefit Payment shall never be less than \$14,500.00 per unit. The Public Benefit Payment may be used at the sole discretion of the City for municipal purposes.

[signatures on following page]

Executed this ____ day of _____, 2023.
Apr 17, 2023

“CITY”

CITY OF IRVINE,
a California municipal corporation

By: Oliver Chi
Oliver Chi
Its: City Manager

ATTEST:

Carl Petersen
Carl Petersen, City Clerk

Approved as to Form:

Jeff Meching
Jeff Meching, City Attorney

IRVINE COMPANY”

The Irvine Company LLC and The Irvine Land
Company LLC

By: DocuSigned by:
Jeffrey S. Davis
Name: Jeffrey S. Davis
Title: Senior Vice President, Entitlement

By: DocuSigned by:
Todd Keller
Name: Todd Keller
Title: Division President, Apartment Development

Exhibit 1:

Planning Area (PA) 4 - The Market Place

- Up to 1,261 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.25 acres pursuant to Exhibit 7 attached hereto

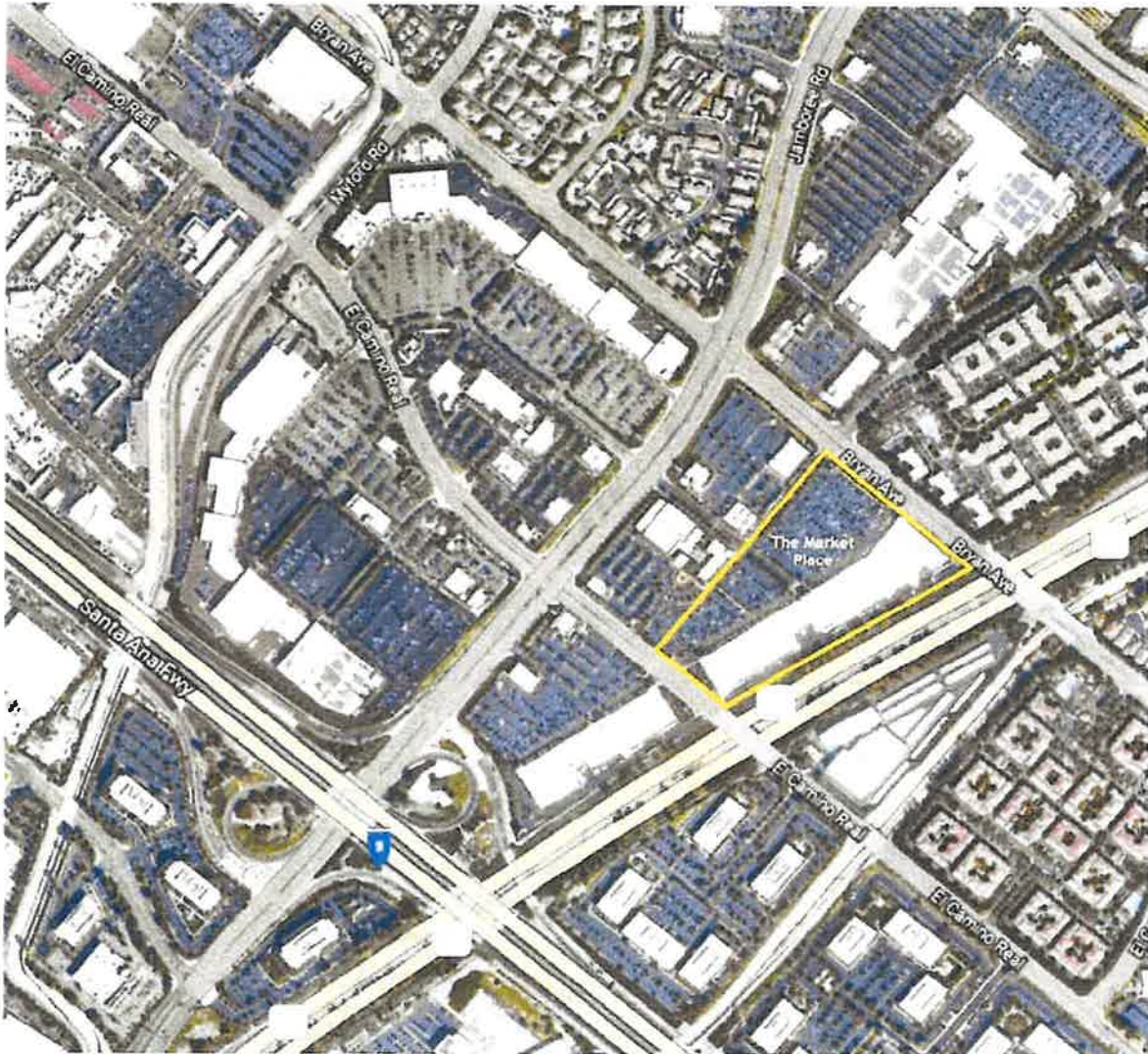


Exhibit 2:

PA 33 - Lot 103

- Up to 652 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.0 acre pursuant to Exhibit 7 attached hereto



Exhibit 3:

PA 33 - Lot 106

- Up to 244 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 0.75 acre pursuant to Exhibit 7 attached hereto



Exhibit 4:

PA 31 - Discovery Park

- Up to 1,459 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.25 acres pursuant to Exhibit 7 attached hereto

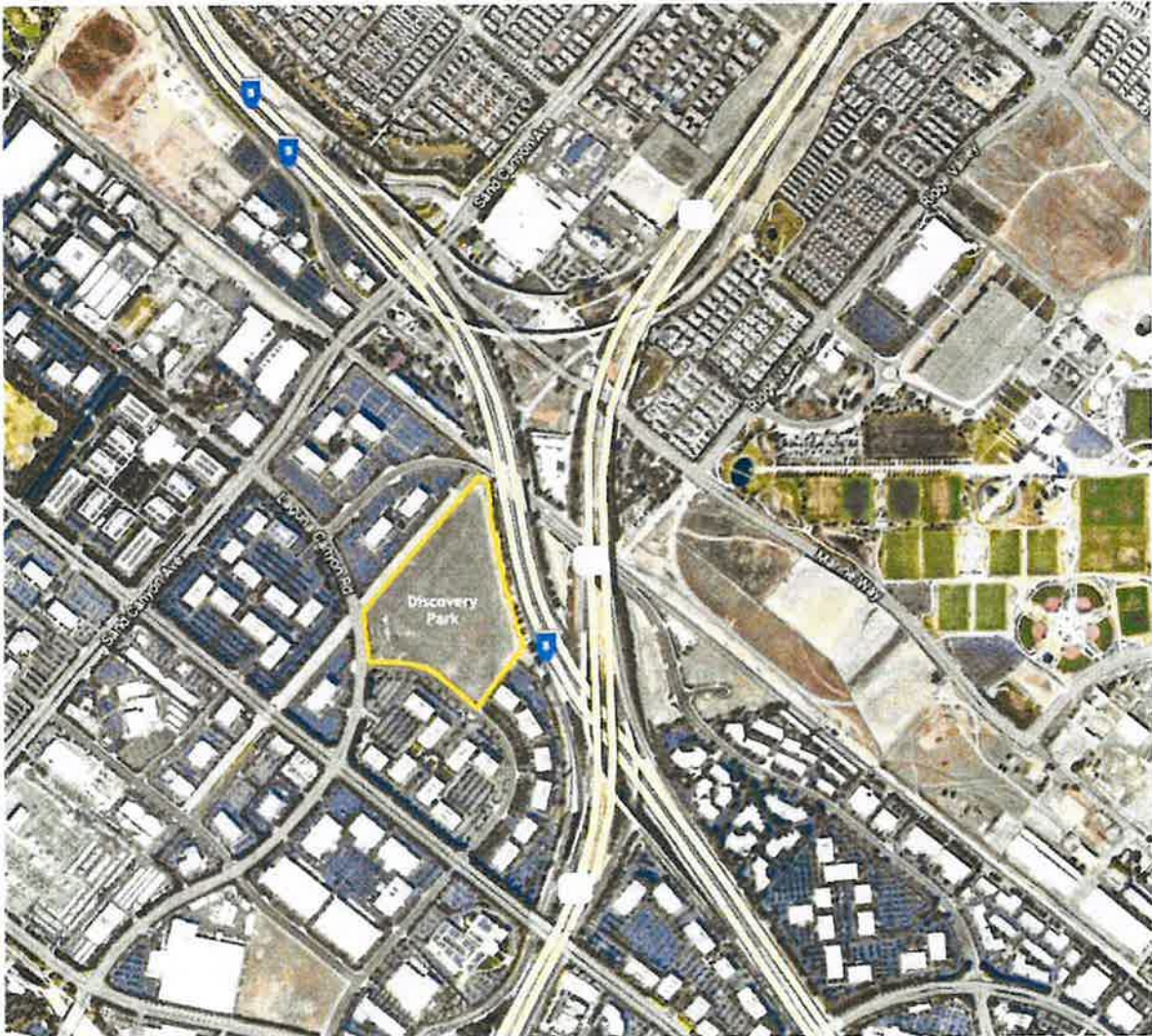


Exhibit 5:

PA 39 - Lot 10

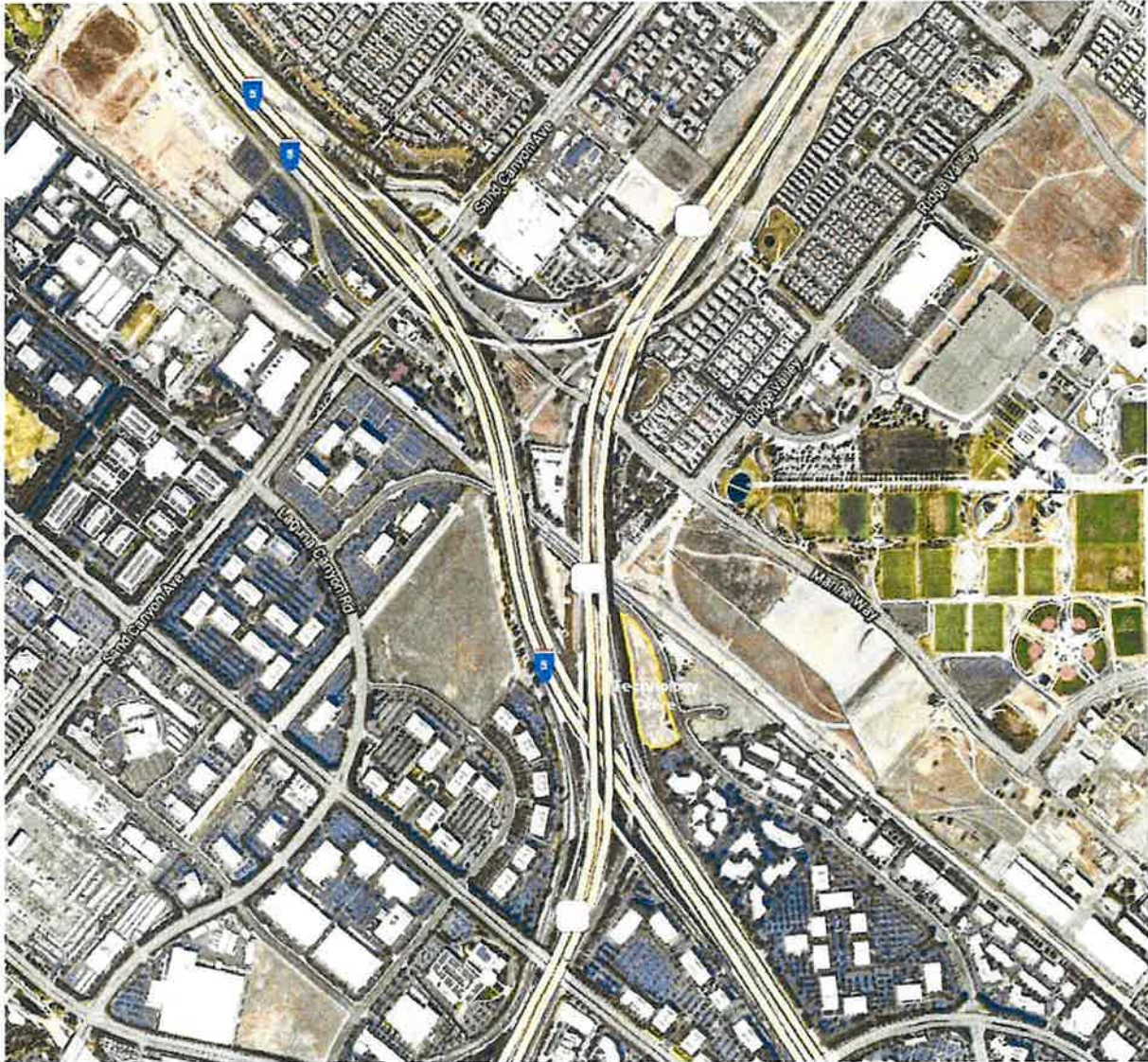
- Up to 600 Total Units (inclusive of density bonus units)
- Minimum onsite recreation requirement = 1.0 acre pursuant to Exhibit 7 attached hereto



Exhibit 6:

PA 33- Technology Drive

- 100% Affordable Site
- 320 Units (160 Income Level II units and 160 Income Level III units)²



² Actual number of units to be approved by the City and developed on the site are TBD.

Exhibit 7:

Criteria for On-Site Recreation Requirements

In aggregate, recreation spaces will be provided on a per development basis as follows:

For developments with between 1 and 500 total units:

- 0.75 acres (32,670 square feet) of recreation space/common amenity areas

For developments with between 501 and 1000 total units:

- 1.0 acres (43,560 square feet) of recreation space/common amenity areas

For developments with between 1001 and 1500 total units:

- 1.25 acres (54,450 square feet) of recreation space/common amenity areas

Projects with more than 1,500 units are required to provide an additional 0.25-acre of land for each additional 500 units (or fraction thereof).

The minimum acreage totals described in this exhibit represent land only. The area applied to the minimum acreage requirement may not be located inside of or on top of a building and may not include “credit” for recreational improvements.

With the foregoing limits, all developments must include at least one recreational space that is at least 0.33 acres (14,520 square feet) in size.

Recreational space shall include, at a minimum: 1) swimming pools, spas and/or water features with a cumulative water surface equal to or greater than 5 square feet per unit; 2) indoor fitness space or exterior sport courts; and 3) designated restrooms, showers, and drinking fountains at each swimming pool.

Other recreational amenities may include, without limitation, interior and exterior gathering areas, shade features, dog runs, tot lots, co-working spaces, or club rooms. Even though not applied to the minimum acreage requirements of this exhibit, other recreation spaces can be within a building (e.g., fitness/co-working/club), or provided on top of buildings.

For each Project, the applicant shall illustrate the aforementioned recreation spaces through the submittal of a non-regulatory “Illustrative Onsite Amenity Exhibit” concurrently with the submission of the Master Plan application for the Project. The Illustrative Onsite Amenity Exhibit shall show the location(s) of all recreation spaces, the size of each space, and the quantity/type of physical improvements proposed.

EXHIBIT D

IRVINE COMPANY THE MARKET PLACE APARTMENTS AFFORDABLE HOUSING SUMMARY

Summary

On March 14, 2023, the City of Irvine ("City") and Irvine Company entered into a Memorandum of Understanding regarding Affordable Housing and Related Matters between the City of Irvine and Irvine Company ("MOU").

The Market Place Apartments ("Project") is located on a 15.5-acre site at 13732 Jamboree Road in Planning Area 4 and is one of six residential sites identified in the MOU. The Project consists of 1,261 dwelling units (inclusive of density bonus units described below) to be developed on a portion of The Market Place regional commercial center between El Camino Real and Bryan and to the east of an on-site private drive extension of Marketplace and westerly of the State Route (SR)-261 toll road on a site identified for future housing development in the City's approved Housing Element.

Project Description and Affordability Level

Consistent with terms of the MOU, in particular Section 4.4.1, Irvine Company will provide five percent of the Project base units as affordable to Very-Low Income Households on-site and 15% of the Project's base units as affordable to Moderate Income Households on-site. In addition, per Sections 4.5, 4.4.1.ii, and iii of the MOU, Irvine Company will convey a 4.69-acre site on Technology Drive ("Offsite Affordable Development") to the City and/or a not-for-profit partner of its choice to construct a 100% affordable development, which is estimated to produce an additional 320 affordable units (160 Very-Low and 160 Low) off-site affordable units, which conveyance is not only for the benefit of the Project, but also for all other projects identified in the MOU. Finally, per Section 4.5 of the MOU, to further assist the City in meeting its RHNA goals, and for the benefit of not only the Project but also all other projects identified in the MOU, Irvine Company will relinquish its rights to 92 Low Income credits that would otherwise have allowed Irvine Company to exercise these credits in-lieu of providing 92 new Low Income units.

The on-site provision of five percent of the Project's base units as affordable to Very-Low Income Households entitles the Project to a 20% density bonus. Application of this density bonus percentage to the Project results in the development of 1,051 base units and 210 density bonus units. Of the 1,051 base units, 53 units (5.04%) will be affordable to Very-Low Income Households per Section 4.4.1.i of the MOU and 158 units (15%) will be affordable to Moderate Income Households per Sections 4.4.1.iv and 4.4.1.v of the MOU.

ENCLOSURE 3

Per Section 4.6 of the MOU, compliance with Sections 4.4 and 4.5 of the MOU along with the Project's Development Agreement, state Density Bonus Law Agreement, and Regulatory Agreement were determined to meet the requirements of Chapter 2-3 of the Irvine Zoning Ordinance (Inclusionary Housing Ordinance) and will serve as the Affordable Housing Plan for the Project.

Consistent with Government Code Section 65915, the density bonus computation for the Project is as follows:

Table 1. Density Bonus Computation

Net Acres	15.5
Assumed Allowable Density (du/ac)	67.8
Allowable Units Utilized Before Density Bonus	1,051
Density Bonus Utilized (20%)	210
Total Units	1,261

Per Section 4.4.2 of the MOU, affordable units shall be reasonably dispersed throughout the Project. The proportional mix of the number of bedrooms per affordable unit shall remain generally consistent with the bedroom mix of the market rate units in the Project, except that Irvine Company may provide a larger proportion of affordable units with a higher bedroom count.

Table 2 below shows the planned overall unit mix for the Project and the initial affordable unit mix.

Table 2. Unit Mix

Unit Type	Market Rate Units	Very-Low Income Unit Mix	Moderate Income Unit Mix	Total Affordable Units
Studio	407	22	60	82
1 Bedroom	249	12	2	14
2 Bedroom	394	19	96	115
Total	1,050	53	158	211

Term of Affordability

Chapter 2-3 of the Irvine Zoning Ordinance sets forth a 30-year term of affordability for affordable units to satisfy the City's inclusionary requirements and state Density Bonus Law requires a 55-year term of affordability. Notwithstanding the City's requirements, per Section 4.4.1 of the MOU, all on-site Very-Low Income (Income Level II) units and all Moderate Income (Income Level IV) units shall remain affordable for 75 years. Units constructed at the Offsite Affordable Development site shall remain affordable in perpetuity.

Density Bonus Incentive

Per Section 3.2.5 of the MOU and state Density Bonus Law, Irvine Company is entitled to one concession or incentive as a result of providing at least five percent of the units as affordable to Very-Low Income Households. For its incentive, Irvine Company has proposed to be exempt from the requirements of Section 5-5-1004, *Park Dedication*, of the Irvine Municipal Code. Further, per the MOU, based on the information available for the Project, the City acknowledged that, as-applied to the Project, the requested incentive results in identifiable and actual cost reductions to provide for affordable housing costs provided that the Project complies with the terms of the MOU and the other provisions of the state Density Bonus Law.

Density Bonus Waivers

The Project will comply with the parking requirements contained in Division 4, *Parking*, of the Irvine Zoning Ordinance, with the exception of two waivers per state Density Bonus Law: 1) reduced stall dimensions consistent with the City's long-term parking space standards for a portion of the Project's spaces and 2) a portion of the visitor parking spaces located at a distance in excess of City standards.

Income and Rent Limits

Prior to the issuance of any building permit for market rate or affordable units, Irvine Company will submit Density Bonus and Regulatory Agreements ("Agreements") for review and approval by the City's Community Development Director or his/her designee. Subsequently, the approved Agreements shall be recorded prior to issuance of any final building permit for residential units in the Project. Those Agreements will ensure compliance with state Density Bonus Law and applicable Health and Safety Code regulations regarding Very-Low and Moderate income and rent limits.

Very-Low and Moderate Income Households will be initially income qualified and annually recertified in accordance with Orange County area median income as published periodically by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations, or successor regulation based on the median housing income as annually established by the United States Department of Housing and Urban Development. Very-Low Income Households are defined as households whose gross annual income does not exceed the qualifying limits for very low income households pursuant to Health and Safety Code Section 50105 as such statute exists on the date the City Council of the City of Irvine approves the Density Bonus Agreement, and Moderate Income Households are defined as households whose gross annual income does not exceed the qualifying limits for moderate income households pursuant to Health and Safety Code Section 50093 as such statute exists on the date the City Council of City approves the Density Bonus Agreement .

Affordable Very-Low Income unit rents shall be calculated in accordance with provisions of Section 50053 of the Health and Safety Code as such statute exists on the date the City Council of the City of Irvine approved the Density Bonus Agreement. For a Moderate Income unit, rents shall not exceed an amount equal to the product of thirty percent (30%)

times one hundred twenty percent (120%) of Median Income, adjusted for household size appropriate to the unit. Rents will be inclusive of the most currently published Orange County Housing Authority ("OCHA") utility allowances, to the extent such utilities are paid for separately by the tenant, and any other mandatory separately charged fees or service charges other than security deposits. Pursuant to Health and Safety Code Section 50053(b)(2), the gross monthly affordable rent for a Very-Low Income unit is the product of 30 percent times 50 percent of the AMI, adjusted for household size appropriate to the unit.

Requested City of Irvine Assistance

Financial Assistance

Irvine Company is not requesting any direct financial assistance from the City for this project.

Memo

To: City Council
Via: Oliver Chi, City Manager *Oliver Chi*
From: Tim Gehrich, Community Development Director *TG.*
Date: May 23, 2023
Re: **Memo for Agenda Item 3.1 – IRVINE MARKET PLACE RESIDENTIAL DEVELOPMENT IN LOWER PETERS CANYON (PLANNING AREA 4)**

In your agenda packets tonight, there is correspondence related to traffic concerns associated with the proposed project. In particular, this correspondence contends that two issues were not studied in the traffic analysis prepared for the proposed project:

- (1) 292 condominium units that are approved but unbuilt in Planning Area 4 that will be relocated to the project site if approved ; and
- (2) the storage length of the right and left hand turn pockets at the Jamboree Road/West Drive, Jamboree Road/Bryan Avenue and Jamboree Road/El Camino Real intersections.

This is not accurate, as both issues were studied in the Traffic Analysis prepared for this proposed project. The City's CEQA consultant and its Traffic Engineer are available should the City Council have any additional questions on these or any other issues.

cc: City Clerk; City Attorney