
Wednesday, May 27, 2026, 6:30 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

PLANNING COMMISSION
AGENDA

6:30 p.m.

1. GENERAL

- 1.A. CALL TO ORDER
- 1.B. ROLL CALL
- 1.C. PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

2.A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the Planning Commission. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the Planning Commission vote. Those wishing to speak are asked to add their information at the digital kiosk located at the entrance of the Council Chamber.

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3. CONSENT CALENDAR

The items listed under the Consent Calendar are considered routine business and will be voted on together by one motion unless a Commissioner requests separate action. At this time the Commissioner or public may ask to speak on any item on the Consent Calendar.

3.A. APPROVAL OF MINUTES

Approval of minutes of the May 18, 2026 Planning Commission Meeting

4. PUBLIC HEARING

4.A. DEVELOPMENT AGREEMENT NO. DA-25-1 AND VARIANCE NO. V-25-1

A proposed project for the development of an approximately 8.63-acre site with an Aquarium (including eatery) at approximately 76,000 square feet, (57,000 square feet on level 1 and 18,500 square feet on level 2) and approximately 35-foot maximum building height. Additionally, a Butterfly Exhibit and Conservatory (including eatery) at approximately 42,000 square feet and approximately 30 feet in building height. Other commercial/retail spaces at approximately 5,500 square feet. Site improvements include new parking lot, landscaping, utility connections, and street frontage improvements (sidewalks, driveways, curb and gutter) for the property at 7711-7733 Beach Boulevard (Assessor's Parcel Numbers: 136-211-64, 136-211-57, and 136-203-40).

The property owner is the City of Buena Park, 6650 Beach Boulevard, Buena Park, CA.

RECOMMENDED ACTION: 1) Conduct a public hearing; and 2) thereafter, based on the analysis provided in this agenda report and the facts and findings provided in the attached Resolution, Staff recommends that the Planning Commission adopt the attached Resolutions recommending that the City Council adopt an Ordinance approving the Development Agreement No. DA-25-1 and a Resolution approving a Variance No. V-25-1 for reduction in landscape setbacks and find the project Exempt from CEQA pursuant to Section 15183 for the property at 7711-7733 Beach Boulevard (Assessor's Parcel Numbers: 136-211-64, 136-211-57, and 136-203-40).

4.B. CONDITIONAL USE PERMIT NO. CU-26-3

A request to allow for the establishment and operation of a wholesale construction supply business with incidental outdoor storage and associated on- and off-site improvements at 6291 Western Avenue.

The applicant is Mike Grannis, of Catalina Partners Corp, 1815 Via El Prado, Suite 300, Redondo Beach, CA 90277, on behalf of the property owner Fit Kit INC, 200 SW 1st Avenue, 14th Floor, Fort Lauderdale, FL 33301.

The project is Categorically Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDED ACTION: Adopt Resolution with Conditions of Approval approving Conditional Use Permit No. CU-26-3.

5. STAFF REPORTS

5.A. STAFF REPORTS

6. AGENDA FORECAST

6.A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7. COMMISSION REPORTS

7.A. COMMISSION REPORTS

8. ADJOURNMENT

8.A. ADJOURNMENT

9. NEW BUSINESS

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the Planning Commission less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **Planning Division at (714) 562-3620 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Ruth Santos, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Ruth Santos
Sr. Administrative Assistant

Date Posted: May 21, 2026



Planning Commission Agenda Report

APPROVAL OF MINUTES

PREPARED BY	PRESENTED BY
Ruth Santos, Senior Administrative Assistant	Ruth Santos, Senior Administrative Assistant
REVIEWED AND APPROVED BY	DIRECTOR APPROVAL
HARALD LUNA, PLANNING MANAGER	MATT FOULKES, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

Attachments

[2026-05-18 PC M DRAFT.pdf](#)

CITY OF BUENA PARK
MINUTES OF CITY PLANNING COMMISSION MEETING
May 18, 2026

The meeting of the Planning Commission of the City of Buena Park convened at 6:30 p.m. on May 18, 2026, in the City Council Chamber, 6650 Beach Boulevard, Buena Park, California, with Chair Judeh presiding.

PRESENT: COMMISSIONERS: Carver, Davis, Diep, Patiño, and Judeh

Matt Foulkes, Community and Economic Development Director
Harald Luna, Planning Manager
Ian McAleese, Senior Planner
Rodrigo Pelayo, Senior Planner
Xiomara Solis, Assistant Planner
John Lam, Assistant City Attorney
Deepthi Arbolu, P.E., T.E., Assistant City Engineer
Ruth Santos, Senior Administrative Assistant

1. **GENERAL**

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. PLEDGE OF ALLEGIANCE

Chair Diep called on Commissioner Judeh who requested all present to observe a moment of silence in memory of the victims of the active shooting at the San Diego Islamic Center today.

PRESENTATION

City Council and Senator Umberg's office honored Planning Commissioner Chair Deborah Diep as a 34th District 2026 Woman of Distinction Honoree.

2. **ORAL COMMUNICATIONS**

None.

3. **ELECTION OF CHAIR AND VICE CHAIR**

Commissioner Patiño, District 5, declined the appointment as Chair, so Chair Judeh, District 1, was appointed as Chair. Commissioner Carver, District 2, was appointed as Vice Chair.

INTRODUCTIONS

Mr. Luna welcomed Vice Chair Carver to the Planning Commission.

Mr. Luna introduced Rodrigo Pelayo, Senior Planner, and Xiomara Solis, Assistant Planner.

4. CONSENT CALENDAR

4A. APPROVAL OF MINUTES – November 18, 2025 Planning Commission Special Meeting.

RECOMMENDED ACTION: Approve

Commissioner Diep moved and Commissioner Davis seconded the motion to approve the minutes of the November 18, 2025 Planning Commission meeting.

The motion passed with the following votes:

AYES:	4	COMMISSIONERS:	Diep, Davis, Patiño, and Judeh
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	1	COMMISSIONER:	Carver

5. PUBLIC HEARING

5.A. GENERAL PLAN AMENDMENT NO. GP-25-1, ZONE CHANGE NO. Z-25-1, TENTATIVE TRACT MAP NO. TT-25-2, CONDITIONAL USE PERMIT NO. CU-25-5, AND MITIGATED NEGATIVE DECLARATION NO. MND-25-1

A request to adopt resolutions recommending City Council approval of the Final Draft Mitigated Negative Declaration (MND-25-1), General Plan Amendment (GP-25-1), Zone Change (Z-25-1), Tentative Tract Map (TT-25-2), and Conditional Use Permit (CU-25-5), to ultimately allow for the demolition of the existing Amway Nutrilite Center Campus, in connection with the development of a 281-unit three- and four-story semi-attached residential development at 5600 Beach Boulevard.

Vice Chair Carver recused from voting on this item due to the proximity of his residence to the proposed project site. He left the Chamber.

Mr. McAleese presented the staff report, including comments received from the public, as well as responses provided by staff.

Chair Judeh opened the public hearing.

Ms. Santos announced that there was one additional comment letter that was received at 5:15 p.m. today, which was emailed to the Planning Commissioners.

Commissioner Diep asked, and staff confirmed, that CC&Rs (Covenants, Conditions, and Restrictions) will be considered by Planning Commission at a future date, and it will include the required use of garages for parking. Staff also confirmed that the proposed project, especially landscaping, will not be affected by the future high speed rail project.

Chair Judeh opened the public hearing

Scott DiCesare, applicant representative, briefly described the proposed project, including mitigation measures for concerns raised.

The following speakers discussed traffic, parking, local workforce, construction hours and management plan, and environmental concerns.

1. George Gomez
2. Galo Toapanta
3. Darcy Blake

Elizabeth Hansburg, People for Housing, Orange County, spoke in favor of the project.

Stephen Logan, applicant representative, discussed local workforce in connection with the proposed project.

Ms. Arabolu responded to concerns about traffic and parking.

There being no other speakers and no other written communication, Chair Judeh closed the public hearing.

Commissioner Davis moved and Commissioner Diep seconded the motion to approve the resolutions recommending City Council approval.

The motion passed with the following votes:

AYES:	4	COMMISSIONERS:	Davis, Diep, Patiño, and Judeh
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
RECUSED:	1	COMMISSIONER:	Carver

**RESOLUTION NO. 6402
GENERAL PLAN AMENDMENT NO. GP-25-1**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT GP-25-1 FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD, AMENDING THE LAND USE MAP OF THE GENERAL PLAN FROM LIGHT INDUSTRIAL TO HIGH DENSITY RESIDENTIAL LAND USE DESIGNATION AND MAKING FINDINGS IN SUPPORT THEREOF

**RESOLUTION NO. 6404
ZONE CHANGE NO. Z-25-1**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING ZONE CHANGE Z-25-1 TO CHANGE THE ZONING CLASSIFICATION OF THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26) FROM ML (LIGHT INDUSTRIAL) TO RM-20 (MEDIUM-DENSITY MULTI-FAMILY RESIDENTIAL)

**RESOLUTION NO. 6405
TENTATIVE TRACT MAP NO. TT-25-2
CONDITIONAL USE PERMIT NO. CU-25-5**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE A TENTATIVE TRACT MAP TO SUBDIVIDE THREE EXISTING PARCELS CONTAINING 13.754-ACRES INTO AN APPROXIMATELY 13-ACRE LOT FOR CONDOMINIUM PURPOSES, AND AN APPROXIMATELY 0.8-ACRE LOT IN CONJUNCTION WITH CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 231-UNIT TOWNHOMES AND DUETS, AND 50 AFFORDABLE SENIOR APARTMENTS WITH ITS REQUIRED OFF-STREET PARKING, OPEN SPACE AND ASSOCIATED SITE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26), AND MAKING FINDINGS IN SUPPORT THEREOF

**RESOLUTION NO. 6403
MITIGATED NEGATIVE DECLARATION NO. MND-25-1**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE COMPLETION OF MITIGATED NEGATIVE DECLARATION NO. MND-25-1 FOR GENERAL PLAN AMENDMENT NO. GP-25-1, ZONE CHANGE NO. Z-25-1, TENTATIVE TRACT MAP NO. TT-25-2, AND CONDITIONAL USE PERMIT NO. CU-25-5, TO DEVELOP A 231-UNIT TOWNHOMES AND DUETS, AND 50 AFFORDABLE SENIOR APARTMENT PROJECT WITH ASSOCIATED PARKING, OPEN SPACE AND SITE IMPROVEMENTS FOR THE PROPERTY LOCATED AT 5600 BEACH BOULEVARD (APNS: 066-572-08, 066-164-24, AND 066-163-26)

Vice Chair Carver re-entered the Chamber.

6. STAFF REPORT:

Mr. Foulkes announced that there will be a regularly scheduled Planning Commission meeting on Wednesday, May 27, 2026.

7. AGENDA FORECAST:

Mr. Luna informed the Planning Commissioners that at the May 27th Planning Commission meeting, there are two items that will be considered – a Conditional Use Permit for the operation of a wholesale business, with outdoor storage, at 6291 Western Avenue, and a Development Agreement for an aquarium and a butterfly exhibit at 7711 and 7733 Beach Boulevard.

8. COMMISSION REPORTS:

None.

9. ADJOURNMENT:

At 7:24 p.m., Chair Judeh adjourned the Planning Commission meeting.

Mirvette Judeh
Chair

ATTEST:

Harald Luna
Planning Manager



Planning Commission Agenda Report

DEVELOPMENT AGREEMENT NO. DA-25-1 AND VARIANCE NO. V-25-1

PREPARED BY	PRESENTED BY
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
REVIEWED AND APPROVED BY	DIRECTOR APPROVAL
HARALD LUNA, PLANNING MANAGER	MATT FOULKES, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

RECOMMENDED ACTION

Staff recommends that the Planning Commission adopt the attached Resolutions recommending that the City Council adopt an Ordinance approving the Development Agreement and a Resolution approving a Variance for reduction in landscape setbacks and find the project Exempt from CEQA pursuant to Section 15183.

PROPERTY INFORMATION:

The proposed Project is located on the west side of Beach Boulevard, approximately 275 feet south of El Capitan Way at 7711-7733 Beach Boulevard. The Project Site consists of three parcels totaling approximately 8.63 acres and is located within the Entertainment Corridor Specific Plan (ECSP) Sub-District B-2a with a General Plan Land Use Designation of Tourist-Entertainment (TE).

SURROUNDING LAND USE CHARACTERISTICS:

The site is located within the Buena Park Entertainment Corridor, which runs along Beach Boulevard between the SR-91 Freeway to the north and Knott's Berry Farm to the south. The Entertainment Corridor consists of a mixture of restaurants, hospitality, retail and entertainment uses. Land uses directly adjacent to the subject properties include:

North: Hotel (Courtyard Marriott)

South: Restaurant (Rock and Brews)

East: Beach Boulevard and Entertainment Attraction (Medieval Times)

BACKGROUND:

The subject properties are currently vacant but were previously developed with the Movieland Wax Museum, Po Folks Restaurant and Starbucks coffee building. The Movieland Wax Museum and Po Folks Restaurant were demolished in October 2016. That same year the City Council approved Ordinance No. 1617 and Development Agreement DA-16-005 approving a Butterfly Pavillion and restaurant at the site. The Butterfly Pavillion included a movie theater, greenhouse, horticulture area and viewing room, retail store and party rooms. Building permits were issued in April of 2017 and the foundation portion was completed in June of 2017. Construction ceased at the property in late 2017 with only portions of walls for the butterfly atrium and theater completed. The property changed ownership in 2019 and was ultimately repurchased by the City in July of 2022. The previously approved Development Agreement was formally rescinded by the City Council and all other prior site entitlements have expired. The City released a Request for Proposals in July 2022 for redevelopment of the site with a tourist attraction, entertainment or hospitality use. After an initial development proposal failed, the City Council entered into an Exclusive Negotiating Agreement (ENA) with the current developer in January, 2025. In 2024, the Starbucks Building was demolished along with the above-ground portions of incomplete construction on the prior development.

APPLICATION ANALYSIS:

Project Description:

The proposed project includes the demolition and removal of the dirt piles and below-ground footings/foundations for the development of a new Aquarium (including restaurant) at approximately 76,000 square feet, (57,500 square feet on level 1 and 18,500 square feet on level 2) and approximately 35-foot maximum building height. Additionally, a Butterfly Exhibit and Conservatory (including restaurant) at approximately 42,000 square feet and approximately 30 feet in building height. Between the aquarium and butterfly buildings there is a 50-foot-wide meandering walkway which will include landscaping, seating and shade structures. This 'boardwalk' area not only serves as the primary pedestrian thoroughfare from Beach Boulevard into the project, but is also planned as an outdoor venue space for movies, musical acts and pop-up markets. Other commercial/retail spaces at approximately 5,500 square feet are incorporated into the butterfly and aquarium buildings and will provide complementary food and retail uses. Other site improvements include a new parking lot, landscaping throughout, utility connections and street frontage improvements (sidewalk, driveways, curb and gutter).

Parking / Site Access

The site will be accessed from two existing driveways along Beach Boulevard. The first driveway is located at the signalized intersection on the northern side of the property which aligns with the entrance driveway for Medieval Times on the east side of Beach Boulevard. A second driveway is located near the southern end of the property. Internal vehicular circulation is provided which will allow for patrons, staff, deliveries, trash collection and emergency access to circulate through the various parking areas located on the north, east and south sides of the property. A total of 550 on-site parking spaces are provided including the required EV parking spaces. The proposed parking lots and drive aisles will connect to the City-leased parking area located to the west of the project site which provides an additional 212 parking spaces for public use. Vehicles can also exit onto Western Avenue through the public parking lot as a tertiary access to the site. A guest drop-off area is provided on the southern side of the development near the ticketing window and entrances to the aquarium and butterfly exhibit and an OCTA bus stop is located along the Beach Boulevard frontage which will provide direct access for bus riders to enter the boardwalk. Bicycle parking and storage is also provided in compliance with the California Building Code and Buena Park Municipal Code.

Based on the City's Municipal Code parking requirements, the proposed project would require a total of 396 parking stalls. This parking requirement was calculated using the square footage's for each of the individual uses proposed (restaurant, retail, exhibit spaces). The proposed project will provide 550 on-site parking stalls, which exceeds the minimum code requirement by 154 spaces. Additionally, as part of the parking analysis required by the City, the developer contracted with a traffic/parking consultant (Urban Crossroads) to calculate the estimated parking demand based on parking surveys conducted at a similar facility in Arizona. The result of those parking surveys concluded that the estimated peak parking demand for the project was approximately 478 parking spaces. Based on this estimated peak parking demand, the proposed 550 on-site parking spaces, along with the additional 212 overflow parking stalls in the adjacent SCE lot, are more than sufficient to provide adequate parking supply to support peak parking demands without impacting the adjacent properties or public right-of-way.

Architecture

The Entertainment Corridor Specific Plan (ECSP) is intended to provide for the continued development and enhancement of integrated major tourist/entertainment attractions and visitor serving commercial uses. Within the ECSP there are four design theme districts, which were intended to create visual interest along the corridor and provide general design guidelines for the projects that develop within each district. The subject property is located within the Theater District. This design district includes several other major tourist attractions including Medieval Times, Pirates Dinner Adventure and Porto's Bakery. Buildings within the Theater District are intended to be "larger than life" and create a "world within itself" through the use of thematic design elements, over-sized signage and use of landscaping. The Buena Park Boardwalk has been designed to lean into these design concepts and has incorporated a 37-foot-tall shark, which partially protrudes from the northeast corner of the aquarium building and over-sized butterflies which are placed along the eastern and northern sides of the butterfly exhibit and conservatory building. These over-sized and whimsical design elements are intended to draw attention to the project and provide visual interest for pedestrians, patrons and vehicles on Beach Boulevard. The exterior of the aquarium building will be a mixture of stucco, metal and glass to complement the shark feature and wall signage. In addition to the 3D shark, a large wall mural is planned for the wall directly adjacent to the main aquarium entrance.

The Butterfly exhibit and conservatory buildings will also be a mixture of stucco, metal and glass. The conservatory portion of the building, which has its primary frontage along Beach Boulevard will include partial glass walls and a glass roof which will provide visibility into the butterfly conservatory from the exterior and create the necessary greenhouse to support the butterflies and plant species planned for the inside of the conservatory building.

Entitlements Required

The following entitlements are required for this project:

Development Agreement – A Development Agreement is required for any development occurring within Entertainment Corridor Specific Plan (Sub-District B-2a). The requirement for a Development Agreement

recognizes the unique and specific nature of projects within this sub-district and includes project elements related to payment of fees, project construction and development plans.

Variance – The project proposes to retain the existing mature cypress trees located along the western boundary of the site which requires a variance for a reduction in landscape setbacks based on the development standards in the ECSP.

DISCUSSION:

Development Agreement

Government Code Section §65864, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. In addition to the Development Plans, the Development Agreement contains other provisions related to the project development, use of the property, payment of fees, term of the agreement and schedule of performance for project construction.

Under the California Government Code (Sections 65864–65869.5), the Planning Commission and City Council can only approve a development agreement by adopting an ordinance after a public hearing. The governing body must explicitly make the following findings to support the approval of the agreement:

1. The provisions of the development agreement and proposed project are consistent with the General Plan and any applicable specific plans.
2. The location and design set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity and will enhance site and area aesthetics.
3. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access.

The proposed aquarium and butterfly conservatory along with the other proposed site improvements are consistent with, and supports the vision for both the Entertainment Corridor Specific Plan and the Tourist Entertainment General Plan Land Use Designation. The Tourist Entertainment designation includes all properties within the ECSP and is focused on land uses which provide or support entertainment and tourist-related activities unique to Buena Park. The proposed project also supports several policies within the Economic Development Element (Chapter 9) of the General Plan by promoting the redevelopment of a currently vacant site within the ECSP, providing employment opportunities, and adding to the diversity of entertainment uses and activities which encourage tourists to extend the duration of their visit in the City.

Additionally, the proposed project has been thoughtfully designed to minimize impacts to adjacent properties. Onsite parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill onto adjacent properties or onto public rights-of-way. The buildings have been oriented towards Beach Boulevard with parking and landscape setbacks located to the west and south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. Lastly, the project site has been designed to provide adequate vehicle and pedestrian circulation throughout the site with multiple entrance/exit driveways on Beach Boulevard and an overflow exit to Western Avenue through the city-leased public parking lot to the west of the site.

Variance

BPMC Section 19.132.010 (Variance) is a procedure established to review deviations from the strict application of the requirements of the BPMC in special circumstances where the requirements unintentionally discriminate against a particular property because of unusual and unanticipated circumstances. Pursuant to the development standards for the ECSP, a 10-foot landscape setback is required where a property line is adjacent to a residential zone. The western property line of the subject property is adjacent to single-family residences on El Caney Drive within the RS-6 (One-Family Residential Zone). Currently, there are approximately 75 mature cypress trees located within a 5-foot landscape setback along the west side of the property which provide substantial visual screening of the site and, along with the existing property line wall, provide privacy for the residential properties fronting on El Caney Drive. The purpose and intent of the landscape setback adjacent to residential zoned properties are to provide privacy and buffering between residential and commercial uses utilizing landscaping. To preserve the existing mature trees, which meet the intent the code requirement, a variance to allow for a reduction in landscape setback is required. The requested landscape setback reduction meets the required findings/criteria to approve a variance as there are special circumstances applicable to the subject property which result in the strict application of the requirements not accomplishing the intent of the code requirement. Additionally, approval of the variance does not produce a result that is detrimental to the public health, safety, or welfare of other properties in the vicinity and is not contrary to the objectives of the General Plan or Entertainment Corridor Specific Plan.

ENVIRONMENTAL ASSESSMENT:

California Public Resources Code section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183 provide an exemption from additional environmental review for projects that are consistent with the development density established by existing zoning or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. Section 15183 specifies that examination of environmental effects shall be limited to those effects that:

1. Are peculiar to the project or the parcel on which the project would be located, and were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent;
2. Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
3. Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

The proposed project is consistent with the analysis performed for the General Plan EIR. Further, the GP EIR adequately anticipated and described the impacts of the Project, identified applicable mitigation measures necessary to reduce Project specific impacts, and the Project implements these mitigation measures. The subject property was previously developed with a tourist attraction use and a comprehensive environmental evaluation has been completed for the Project as documented in the §15183 Exemption Checklist. Through the analysis provided in the 15183 Checklist, the City concluded that the Project qualifies for an exemption from additional environmental review because it is consistent with the development density and use characteristics established by the Buena Park General Plan, (SCH #2009111026), and all required findings can be made.

Finding: The Project is consistent with the development density established by existing zoning or general plan policies for which an EIR was certified.

Fact: The subject properties are located within the City's Entertainment Corridor Specific Plan (ECSP). Permitted uses within the ECSP include entertainment and tourist attractions as well as restaurants and retail uses. The proposed project is consistent with the permitted uses and development standards within the ECSP. The subject properties are located within the Tourist-Entertainment General Plan Land Use designation. The proposed project is consistent with the purpose and intent of this general plan designation and the permitted FAR that was studied as part of the 2035 General Plan Update EIR (GPU EIR).

Finding: There are no Project specific effects which are peculiar to the Project or its site, and which the GPU EIR Failed to analyze as significant effects.

The subject property is no different than other properties in the surrounding area, and there are no Project specific effects which are peculiar to the Project or its site. The Project site is in an area developed with similar retail, restaurant and tourist attraction-type uses. The site was previously developed with similar tourist-attraction type uses of similar size and construction type. The property does not support any peculiar environmental features, and the Project would not result in any peculiar effects. In addition, all Project impacts were adequately analyzed by the 2035 General Plan EIR (GPU EIR).

Finding: There are no potentially significant off-site and/or cumulative impacts which the GPU EIR failed to evaluate.

Fact: The Project is consistent with the density and use characteristics of the development considered by the GPU EIR and would represent a small part of the growth that was forecast for build-out of the General Plan. The GPU EIR considered the incremental impacts of the Project, and as explained further in the 15183 Exemption Checklist below, no potentially significant off-site or cumulative impacts have been identified which were not previously evaluated.

Finding: There is no substantial new information which results in more severe impacts than anticipated by the GPU EIR.

Fact: As explained in the 15183 exemption checklist, no new information has been identified which would result in a determination of a more severe impact than what had been anticipated by the GPU EIR.

Finding: The Project will undertake feasible mitigation measures specified in the GPU EIR.

Fact: The Project will undertake feasible mitigation measures specified in the GPU EIR. These GPU EIR mitigation measures will be undertaken through Project design, compliance with regulations and ordinances, or through the Project's conditions of approval.

PUBLIC HEARING NOTIFICATION:

Notice of public hearing was posted at the City Hall, the Buena Park Library, and Ehlers Event Center on May 14, 2026; 80 public hearing notices were mailed to property owners located within a 300-foot radius of the subject property on May 14, 2026, and newspaper notice was published in the Buena Park Independent on May 15, 2026. As of the publication of this report, no correspondence has been received regarding the proposed project.

Attachments

[Att 1 - DA25-1 - PC Resolution - Development Agreement with Exhibit C.pdf](#)

[Exhibit A to Attachment 1 - Arizona Boardwalk DA_PC Draft.pdf](#)

[Exhibit B to Attachment 1 - Development Plans.pdf](#)

[Att 2 - PC Resolution - V-25-1 - 7711-7733 Beach Boulevard.pdf](#)

RESOLUTION NO. ____
DEVELOPMENT AGREEMENT NO. DA-25-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. DA-25-1 TO DEVELOP AN AQUARIUM, BUTTERFLY EXHIBIT AND ASSOCIATED ONSITE IMPROVEMENTS AT 7711-7733 BEACH BOULEVARD (APNS: 136-203-40, 136-211-64 AND 136-211-57) WITHIN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP) ZONE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. Recitals.

(i) Buena Park Boardwalk, LLC, 9500 E. Via de Ventura, Suite E100, Scottsdale, AZ 85256 ("BP Boardwalk" or "Applicant") has filed planning applications to develop real property located at 7711-7733 Beach Boulevard ("Site") with an Aquarium (including eatery) at approximately 76,000 square feet, a Butterfly Exhibit and Conservatory (including eatery) at approximately 42,000 square feet and other commercial spaces at approximately 5,500 square feet. Site Improvements include new parking lot, landscaping, utility connections and street frontage improvements (sidewalk, driveways, curb and gutter) ("Project"). BP Boardwalk has submitted the necessary applications for a Development Agreement (DA-25-1) and Variance (V-25-1).

(ii) BP Boardwalk submitted a request to enter into a Development Agreement DA-25-1 with the City to develop an aquarium, butterfly exhibit, commercial spaces and associated site improvements on property located at 7711-7733 Beach Boulevard, in the City of Buena Park, California, (APNs: 136-203-40, 136-211-64 and 136-211-57) in the County of Orange. Hereinafter, in this Resolution, the subject Development Agreement DA-25-1 request is referred to as "Development Agreement". The Development Agreement, a substantive form of which is attached hereto as Exhibit "A", establishes the rights and obligations of BP Boardwalk and the City relating to the development of the Project, secures BP Boardwalk's vested right to development the Project in accordance with the requirements of the Development Agreement and the Development Plan, attached as Exhibit "B" to the Development Agreement.

(iii) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearings, the Planning Commission has determined that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in the ordinance approving this Agreement ("CEQA Determination").

(iv) On May 27, 2026, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this resolution.

(v) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement together with the associated information contained therein.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, resolve and recommend that the City Council find as follows:

1. In all respects, all the facts as set forth in the Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.
2. Based upon substantial evidence presented to the Planning Commission during the above-referenced public hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED MAY 13, 2026 PLANNING DIV." the Planning Commission hereby finds and recommends that the City Council find that Development Agreement No. DA-25-1 will promote the orderly development of the project area along with the public health, safety and welfare.
3. The Planning Commission also makes, and recommends the City Council make, the following specific findings in support of Development Agreement DA-25-1.

- a. **Finding:** The provisions of the development agreement and proposed project are consistent with the General Plan and Entertainment Corridor Specific Plan.

Fact: The proposed aquarium and butterfly exhibit along with the other proposed on and offsite improvements are consistent with, and supports the vision for both the Entertainment Corridor Specific Plan and the Tourist Entertainment General Plan Land Use Designation. This designation includes all properties within the ECSP and is focused on land uses which provide or support entertainment and tourist-related activities unique to Buena Park. The proposed project also supports several policies within the Economic Development Element (Chapter 9) of the General Plan by promoting the redevelopment of a currently vacant site within the ECSP, providing employment opportunities, and adding to the diversity of entertainment uses and activities which encourage tourists to extend the duration of their visit in the City.

- b. **Finding:** The location and design set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity and will enhance site and area aesthetics.

Fact: The proposed project has been thoughtfully designed to minimize impacts to adjacent properties. Onsite parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill onto adjacent properties or onto public rights-of-way. The buildings have been oriented towards Beach Boulevard

with parking and landscape setbacks located to the west and south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. The proposed project aligns with the vision for the Entertainment Corridor which is to provide unique attractions and entertainment type uses which will promote tourism and complement other attractions along the corridor including Knott's Berry Farm, Medieval Times and Pirates Dinner Adventure.

- c. **Finding:** The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access.

Fact: The proposed project has been thoughtfully designed to minimize impacts to adjacent properties. Onsite parking, loading areas, drop-offs and bike parking have been provided in excess of the anticipated parking demand to ensure that parking does not spill onto adjacent properties or onto public rights-of-way. The buildings have been oriented towards Beach Boulevard with parking and landscape setbacks located to the west and south to minimize sound and visual impacts to adjacent properties, with particular focus on ensuring the single-family residential to the west is not impacted. Lastly, the project site has been designed to provide adequate vehicle and pedestrian circulation throughout the site with multiple entrance/exit driveways on Beach Boulevard and an overflow exit to Western Avenue through the city-leased lot to the west.

4. The Planning Commission hereby finds and determines that the Project identified above in this Resolution has been reviewed pursuant to CEQA and after considering all evidence presented during the public hearings, the Planning Commission recommends that the City Council determine that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.
5. The Conditions of Approval identified in Exhibit C are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park Municipal Code.
6. The Secretary to the Planning Commission shall:
 - a. Certify to the adoption of this Resolution; and
 - b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to the submitted applications, including the proposed Development Agreement DA-25-1 and Variance No. V-25-1, prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.

ADOPTED AND APPROVED this 27th day of May 2026 by the following called vote:

AYES:	0	COMMISSIONER:
NOES:	0	COMMISSIONER:
ABSENT:	0	COMMISSIONER:
ABSTAINED:	0	COMMISSIONER:

Mirvette Judeh
Chair

ATTEST:

Harald Luna
Planning Manager

EXHIBITS:

- Exhibit A – Draft Development Agreement
- Exhibit B – Development Plans
- Exhibit C – Conditions of Approval

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EXHIBIT A – DRAFT DEVELOPMENT AGREEMENT

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EXHIBIT B – DEVELOPMENT PLANS

EXHIBIT C – CONDITIONS OF APPROVAL

PLANNING DIVISION:

1. This approval shall be for the construction and operation of an Aquarium, Butterfly Exhibit and Conservatory, and retail/food uses and related site improvements at 7711-7733 Beach Boulevard in substantial compliance with plans stamped "RECEIVED MAY 13, 2026 PLANNING DIV", except as modified herein.
2. The building and site design shall be generally consistent with plans stamped "RECEIVED MAY 13, 2026 PLANNING DIV.," with exact design details and specifications subject to Planning Division approval. Concurrent with the plan submittal to Building Plan Check, the developer shall submit color and material samples to the Planning Division for review.
3. A minimum of 1.0-to-1.5-foot candle minimum illumination throughout the parking area. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way.
4. Trash enclosures shall be designed to match or complement the architectural design of the primary building including materials and coloration.
5. All required utility appurtenances shall be screened from view by landscaping or other methods to the extent feasible. The location of other utility companies' equipment and meters shall be submitted to the City Planning Division for review and approval prior to installation.
6. Roof-mounted mechanical equipment shall be located so that all equipment is screened from public view by the proposed parapet or other roof design features.
7. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.
8. Landscaping shall consist of a variety of trees, shrubs and ground covers, generally consistent with the conceptual planting plan stamped RECEIVED MAY 13, 2026 PLANNING DIV."
9. Dead or dying plants or trees shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall be on an electronic timer and shall be maintained in fully operable, non-leaking condition.
10. All required double-check valve assemblies located within public view shall be strategically screened through the use of landscaping or fencing to the satisfaction of the City.
11. The approved uses shall maintain a business license as required by City Code.
12. The applicant and/or property owner shall ensure that a copy of the City Council resolution of approval is reproduced within the construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.

13. The project and/or use authorized by this approval shall comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies and regulations.
14. Prior to any occupancy permit being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
15. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or of this Development Agreement, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. After the public hearing appeal period ends, the applicant shall submit three (3) sets of construction plans to the Building Division for plan check to obtain required building permits.
7. All portions of the proposed building above the first story shall maintain a minimum 12-foot setback from any overhead power lines.

8. New commercial buildings, 10,000 square feet and over, shall require a completed commissioning plan in accordance with Section 5.410 of the California Green Building Standards Code.
9. Applicants shall prepare a waste management report tracking all elements of construction and demolition as required by the California Green Building Code. This report shall include, but is not limited to, landfill and recycling diversion counts for concrete, steel, green waste, and lumber. These reports shall be provided to the City for approval prior to completion of their related permits.

PUBLIC WORKS DEPARTMENT:

1. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
 - a. All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency fire access easement shall be granted to the Orange County Fire Authority in accordance with OCFA requirements. The emergency access within the project parcel shall be subject to OCFA approval, and an approved copy of the plan shall be submitted to the Engineering Division with the grading plan submittal.
 - b. In accordance with the approved Traffic Impact Analysis (TIA), the applicant shall implement all improvement measures, mitigation measures, and recommendations identified in the TIA to the satisfaction of the City Engineer.
 - c. The property owner shall dedicate to the public a 10-foot-wide easement for street purposes along the entire project frontage on Beach Boulevard.
 - d. A photometric/lighting plan shall be submitted for review and approval by the City Engineer. If the approved photometric/lighting plan identifies deficiencies in existing street lighting along the project frontage, the applicant shall be responsible for the design, installation, and/or upgrade of street lighting improvements as required to meet City standards, to the satisfaction of the City Engineer.
 - e. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
 - f. The applicant shall submit a landscape plan for all landscaping proposed along the project frontage, including any improvements within the public easement, for review and approval by the Engineering Division. All landscaping shall be installed with an irrigation system, comply with the City's Urban Forest Management Plan, and be maintained by the property owner in accordance with applicable City

ordinances, including Chapter 19.112.070 of the City Code. In addition, the property owner shall be responsible for the ongoing maintenance, repair, and replacement of all hardscape improvements within the frontage area and public easement, including but not limited to decorative paving, boardwalks, pathways, irrigation systems, and any related frontage improvements, to the satisfaction of the City Engineer.

- g. The property owner shall maintain all required sight-distance triangles at existing driveways free and clear of any obstructions. Any future improvements within these areas, including but not limited to walls, landscaping, or signage, shall be subject to review and approval by the Engineering Division and may require a sight-distance analysis prepared by a registered engineer.
- h. All industrial wastewater discharges shall be evaluated and regulated in accordance with applicable requirements of the Orange County Sanitation District and the City. The applicant shall design and implement any required pretreatment, monitoring, and control measures necessary to ensure compliance with applicable discharge limits. Such measures may include, but are not limited to, pretreatment systems, flow monitoring devices, and sampling facilities. A dedicated sampling location shall be provided if required by OC San. The location and design of the sampling facility shall be subject to review and approval by the Engineering Division to ensure accessibility, safety, and compliance with City standards. The applicant shall implement spill containment and control measures for all operations with the potential to discharge prohibited materials to the sewer system and shall ensure that no untreated or unauthorized discharges enter the public sewer. All pretreatment and monitoring systems shall be properly maintained and operated by qualified personnel. Documentation of system design, operation, and maintenance procedures shall be provided to the Engineering Division upon request. Prior to issuance of any grading, building, or sewer permits, the applicant shall provide written verification from OC San confirming that all applicable requirements have been satisfied or that no permit is required.
- i. Any future changes to operations that may affect the quantity or quality of wastewater discharge shall be subject to review and approval by OC San and the City prior to implementation.
- j. All proposed utility connections shall also comply with City standards, specifications, and applicable Federal, State, and County regulations. Any required infrastructure upgrades shall be the responsibility of the developer, and any necessary easements shall be dedicated to accommodate public sewer facilities as determined by the City Engineer.
- k. A double check detector assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractor shall supply and install City approved water meters in the public right-of-way.

Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.

PERMIT ISSUANCE:

1. All applicable fees, deposits, and bonds associated with Public Works improvements shall be paid in full prior to the issuance of any construction permits, in accordance with the City's adopted Fee Schedule.
2. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
3. A Transportation Hauling Permit shall be obtained for any vehicle or equipment exceeding the size or weight limits established by the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
4. Prior to issuance of a grading permit, an approved Water Quality Management Plan (WQMP), including the Master Covenant & Agreement and the Operation and Maintenance Plan, shall be recorded with the Orange County Recorder's Office. Two hard copies of the recorded WQMP, bound in 3-ring binders, shall be provided to the City.
5. Prior to final acceptance of public improvements or release of any cash deposits, the developer/contractor shall provide a warranty bond for all public facilities and improvements, to be held by the City for a period of one (1) year.
6. All Public Works required improvements shall be completed to the satisfaction of the City prior to final occupancy or commencement of the approved use.

CONSTRUCTION:

1. A traffic control plan, prepared by a registered civil engineer, shall be submitted for review and approval for all work within the public right-of-way that requires lane closures, including utility connections and street improvements. A traffic control plan shall also be required for any work on private property that results in lane closures.
2. Where multiple trench cuts are required for utility installation, pavement restoration shall include slurry seal or grind and asphalt concrete (AC) overlay to the nearest lane line, extending from property line to property line. The final method of pavement restoration,

equal to or better than existing conditions, shall be determined based on the existing pavement condition and subject to City approval.

3. An Engineered Grading and Utility Certification shall be prepared and signed by the project engineer. Certifications shall be provided for each phase of construction, including fill placement and compaction, rough grading (including pad elevations), final grading, utility installation, and implementation of the approved Water Quality Management Plan, and shall be submitted to the City.
4. Prior to issuance of occupancy, all structural Best Management Practices (BMPs) shall be constructed in accordance with the approved Water Quality Management Plan (WQMP), subject to City verification.
5. The applicant/contractor shall be responsible for the protection of all existing horizontal and vertical survey control points. Any disturbed survey controls shall be reset after construction in accordance with Orange County Surveyor standards.
6. All trash collection services required during construction and upon project completion shall be provided through the City's authorized waste hauler.
7. A final set of drawings shall be submitted for final approval upon completion of construction. The drawings shall incorporate all revisions made during construction or otherwise and shall be clearly labeled "As-Built." Both digital and hard copy sets shall be provided to the satisfaction of the City Engineer.

ORANGE COUNTY FIRE AUTHORITY:

1. DESIGN REVIEW: Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. The development review does not imply or express approvals on any subsequent plan submittal.
2. PLAN SUBMITTAL SEQUENCE: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the specified event.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

1. Fire Master Plan (service code PR145)

- a. Alternate Methods and Materials request (PR910) is required to provide a minimum of Type II construction for all buildings and 1-HR rated roof construction for all buildings to address hose pull deficiencies.

Prior to Issuance of a Building Permit:

1. Architectural (service codes PR200-PR285)
2. Hazardous materials compliance and chemical classification (service codes PR315-PR328)
3. Refrigeration and vapor detection/alarm system (service codes PR340 and PR500-PR520), if required by the Refrigeration Disclosure worksheet in OCFA guideline G-02 or the California Fire or Mechanical Codes
4. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
5. Fire sprinkler system (service codes PR400-PR465)

Prior to Concealing Interior Construction:

1. Fire alarm system (service code PR500-PR520)
2. Hood and duct extinguishing system (service code PR335)

Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service.

POLICE DEPARTMENT:

1. Prior to issuance of Certificate of Occupancy, the applicant shall provide the Buena Park Police Department with a Security and Operations Plan which shall include the following:
 - a. The number of proposed security personnel, patrol hours (including after-hours), and specific protocols for coordinating with local law enforcement to deter trespassing, loitering, and criminal activity at the site both during and after operating hours.
 - b. The business operator shall provide the Police Department with an emergency contact listing, including 24/7 on- and off-site management contact details for after-hours incidents.

- c. The Business operator shall provide the Buena Park Police Department with remote access to any on-site security video surveillance system and/or centrally monitored alarm system.

[INSERT RECORDING
INFORMATION]

**DEVELOPMENT AGREEMENT NO. DA [_____]
CONCERNING PROPERTY LOCATED AT 7711-7733 BEACH BOULEVARD
(APNS 136-203-40, 136-211-64 AND 136-211-57), BUENA PARK, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated for reference purposes only this ___th day of _____, 2026, and is entered into by and between the CITY OF BUENA PARK, a California municipal corporation (“**City**”), and BUENA PARK BOARDWALK, LLC, an Arizona limited liability company (“**Developer**”).

RECITALS

A. City is owner of certain real property located at 7711-7733 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel Nos. 136-203-40, 136-211-64 and 136-211-57), as such real property is legally described in **Exhibit “A”** hereto (the “**Property**”).

B. By way of that certain Agreement for the Purchase And Sale of Real Property dated _____, 2026 (“**Purchase Agreement**”), City has agreed to sell and Developer has agreed to buy the Property subject to the parties’ satisfaction of various conditions precedent to the closing, including Developer applying for and being issued all land use and zoning entitlements and approvals that are necessary to develop and use the Property for entertainment uses, consistent with the Buena Park Entertainment Corridor Specific Plan (“**ECSP**”) and Buena Park Zoning Code (“**Zoning Code**”).

C. Consistent with requirements of the ECSP and Zoning Code, Developer has submitted and City has accepted applications for a development agreement under authority of California Government Code section 65865 *et. seq.* (the “**Development Agreement Law**”), and a variance under authority of Section 19.132.010 of the Zoning Code, which, if approved by City, would authorize Developer to develop and use the Property consistent with those approvals subject to and conditioned upon the closing under the Purchase Agreement

D. In furtherance of their mutual interests and the benefits offered by the Development Agreement Law, the Parties desire to enter into this Agreement pursuant to the Development Agreement Law granting Developer the vested right to use and develop the Property for the Project subject to the terms and conditions specified herein.

E. The City has duly satisfied all prerequisites to the City’s consideration and approval of this Agreement including:

1) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearings referenced below, the City Council has determined that the Project is exempt from further environmental review pursuant to Public

Resources Code section 21083.3 and CEQA Guidelines Section 15183, as set forth fully in the ordinance approving this Agreement (“**CEQA Determination**”).

2) On May 27, 2026, the Planning Commission for the City of Buena Park (“**Planning Commission**”) conducted a duly noticed public hearing to consider the Development Agreement and Variance, and after consideration of all substantial evidence presented, the Planning Commission adopted Resolution No. _____ approving the Variance, and adopted Resolution No. _____ recommending that the City Council for the City of Buena Park (“**City Council**”) make the CEQA Determination and adopt an ordinance approving this Agreement.

(3) On June 23, 2026, the City Council conducted a duly noticed public hearing to consider this Agreement, and after consideration of all substantial evidence presented the City Council adopted Ordinance No. _____ making certain findings and approving the CEQA Determination and this Agreement in the manner specified by law.

NOW, THEREFORE, City and Developer (at times herein individually a “**Party**” and jointly the “**Parties**”) agree as follows:

AGREEMENT

1. **Definitions.** The capitalized terms and phrases used throughout this Agreement shall have the following meaning:

“Agreement” means this Development Agreement.

“City” means the City of Buena Park.

“CEQA Determination” is defined in Recital E(1) above.

“City Council” means and refers to the City Council for the City of Buena Park.

“Certificate of Occupancy” means and refers to all grading and building permits for the Project issued by the City having been accepted as finalized and complete by City, thereby signifying that all permitted work comprising the Project has been completed in accordance with the Plans and Specifications.

“Deed of Trust” is defined in Section 10.A.

“Developer” means Buena Park Boardwalk, LLC.

“ECSP” means and refers to the City of Buena Park Entertainment Corridor Specific Plan.

“Effective Date” means the date this Agreement is recorded on the Property in the Official Records of the County of Orange.

“Existing Standards” is defined in Section 6.B.

“Force Majeure” means any of the following arising after the Effective Date and to the extent resulting in a demonstrable and material impact on a Party’s performance of this Agreement: acts of God; unusually severe weather; enemy action; civil disturbances; wars; terrorist acts; insurrection; riots; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities, electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Existing Standards or any of the Project Entitlements.

“Lender” is defined in Section 10.A.

“Minor Change” is defined in Section 6.D.

“MND” is defined in Recital E(1) above.

“Permitted Delays” is defined in Section 9.

“Plans and Specifications” means Developer’s construction-ready plans and specifications for the Project that are approved in the final building permits issued by the City that authorize Developer to proceed with construction of the Project.

"Project" means and refers to a mixed-use entertainment attraction and commercial development comprised of a butterfly atrium exhibit, an aquarium exhibit, complementary retail, commercial space, and food & beverage establishments, all associated amenities, landscaping, and other on and off-site improvements comprising the development that is depicted in the design renderings set forth in Exhibit “B” to this Agreement, and to be finally and fully described in the Plans and Specifications.

“Project Entitlements” means and refers cumulatively to this Agreement, the Variance, and the CEQA Determination.

“Purchase Agreement” is defined in Recital B., a true and correct of which is on file with City’s Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622

“Reciprocal Easement and Maintenance Agreement” means and refers to that certain agreement between the Parties that is defined and identified in to the Purchase Agreement and recorded on the Property as a condition precedent to the closing, and which establishes an easement for the City and the public over the southern-most drive aisle of the Property for vehicular and pedestrian access (and associated improvements) to and from a public parking lot bordering the Property to the west.

“Reserved Powers” means the following specific City police powers statutorily excepted from this Agreement and which are instead reserved to the City, and include the power to enact regulations or take future discretionary actions after the Effective Date that may be in conflict with the Applicable Rules but: (1) pertain to a change in the Permitted Use; (2) are reasonably necessary to protect the public health and safety, and generally applicable on a Citywide basis; (3) are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, so long as the City Council makes findings after a noticed public hearing that: (i) identifies the dangerous or hazardous conditions requiring such regulations; (ii) explains why there are no commercially or economically reasonable alternatives to the regulation; and (iii) explains how such changes would alleviate the dangerous or hazardous condition; (4) are construction, engineering and design standards for private and public improvements that are applicable on a Citywide basis; or (5) are required to comply with state or federal laws and regulations that are now or hereafter in effect.

“Schedule of Performance” is the timeline and milestones for Developer’s development and opening of the Project and is defined in the Purchase Agreement.

“Subsequent Approvals” is defined in Section 6.C.

“Term” is defined in Section 5.

“Variance” means and refers to Developer’s application under Section 19.132.010 of the Zoning Code to deviate from certain development standards pertaining to the Project, which was considered and approved by the Planning Commission as Resolution No. ____ at a duly noticed public hearing on May 27, 2026. A true and correct copy of the Variance is on file with City’s Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622.

“Zoning Code” means and refers to the Title 19 (Zoning) of the Buena Park Municipal Code.

2. **Recitals Incorporated.** The introductory Recitals are true, correct, and made a material part of this Agreement.

3. **Binding Effect of Agreement.** Commencing on the Effective Date and continuing for the entire Term of this Agreement, the conditions, terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, and constitute covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant in this Agreement to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, and shall run with such Property and be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof. Each and every contract, deed or other instrument executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

4. **Relationship of Parties.** Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement, with the only relationship between the Parties being that of a government entity regulating the development and use of real property.

5. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect for a period of twenty (20) years (“**Term**”), unless such Term is earlier amended or terminated in the manner set forth in Section 14 of this Agreement. Notwithstanding the foregoing, so long as there are no material changes to the Project and Developer is not then in material breach of this Agreement, the Term of this Agreement shall automatically renew and extend for successive terms of five (5) years each without notice of demand by either Party.

6. **Development and Use of the Property.**

A. **Governing Rules.** Developer shall have the vested right to develop and use the Property in the manner permitted by the Project Entitlements and the Existing Standards; provided that Developer shall comply with the terms and conditions of the Reciprocal Easement and Maintenance Agreement; and provided further, that Developer shall obtain any Subsequent Approvals required by governmental entities with jurisdiction over the Property. Subject to City’s exercise of its Reserved Powers, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Project Entitlements. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, shall be pursuant to those fees in effect as of the Effective Date.

B. **Existing Standards.** Unless expressly provided otherwise in this Agreement, all substantive and procedural requirements and provisions contained in City’s ordinances, specific plans, rules and regulations, including but not limited to the City’s General Plan, ECSP, Buena Park Municipal Code, or Zoning Code, in effect on the adoption date of the ordinance approving this Agreement shall govern use and development of the Property (“**Existing Standards**”).

C. **Subsequent Approvals.** In addition to the Project Entitlements, certain other permits and approvals from City or other governmental agencies with jurisdiction over the Property will be necessary for Developer to construct the Project on the Property including, without limitation: demolition permits, excavation permits, grading permits, building permits, sewer and water connection permits, utility connections, and/or certificates of occupancy (“**Subsequent Approvals**”). The conditions, terms, restrictions, and requirements associated with any Subsequent Approval shall be consistent with the Existing Standards except as otherwise specified in the Project Entitlements. City shall in good faith review, consider, and make a final determination on any application from Developer for a Subsequent Approval, and so long as Developer is not then in breach of this Agreement, City shall not unreasonably deny or delay any Subsequent Approvals that are consistent with the Project Entitlements and Existing Standards.

D. Minor Changes to Project. Upon written application of Developer to City, minor modifications and changes to the Project Entitlements may be approved by the Director of Community Development pursuant to the interdepartmental review process set forth in of Section 19.128.100 of the Zoning Code, as such minor changes are defined in 19.128.100.B. (“**Minor Changes**”). Minor Changes shall not be deemed to be an amendment to this Agreement for purposes of Government Code Section 65868.

E. Major Changes to Project. Any changes or modification to the Project other than Minor Changes shall require an amendment to this Agreement in the manner specified by Government Code Section 65868.

F. Changes in Applicable Rules.

1) Non-Application of Changes in Applicable Rules. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date, or any change in, or addition to, the Existing Standards that would, absent this Agreement, be applicable to the Property and that conflicts in any way with or is more restrictive than the Existing Standards shall not be applied to the Property during the Term of this Agreement, unless such changes represent an exercise of the City’s Reserved Powers and do not materially interfere with Developer’s use of the Property.

2) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, the Property shall be subject to changes occurring from time to time in the provisions of the City’s building, fire, seismic, mechanical, plumbing electrical, or similar health and safety regulations which become applicable within the City’s jurisdiction, including, but not limited to, the California Building Code and other similar or related uniform codes.

3) Changes Mandated by Federal or California Law. Changes or additions to the Applicable Rules after the Effective Date shall apply to the Property if and to the extent mandated by the applicable California or federal law or regulations to be applied. If either Party believes that such a change or addition exists, then the applicable Party shall provide the other with a copy of such law or regulation and a statement of the nature of the change and any responsive action required. In the event any such changes in law or regulation prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes. In the event that the application to the Project of any of the City’s Reserved Powers, or any change in California or federal law or regulation, materially impact the financial viability of the Project as demonstrated by Developer based upon a showing of substantial evidence, then City and Developer agree to meet and negotiate potential modifications or revisions to this Agreement provided that any amendment (other than a Minor Change) or cancelation of this Agreement shall require compliance with Government Code Section 65868.

4) Future Discretionary Approvals. City shall not require Developer obtain any entitlements, approvals or permits for the Project other than those permits or approvals that are required by the Existing Standards or Reserved Powers. However, any application by Developer for a Minor Change, Major Change, or other change to uses, intensity, density, or building height,

or decreases the lot area, setbacks, yards, parking or other development standards permitted on the Property by the Project Entitlements, shall be subject to the rules, regulations, ordinances and official policies of City in effect at the time of Developer's application.

5) Future Consistent Enactments. City may apply any and all new ordinances, rules, or laws and regulations adopted after the Effective Date to the Property so long as such new ordinances, rules and regulations apply jurisdiction wide and do not conflict with the Existing Standards or Project Entitlements.

G. Project Development Schedule.

1) Construction and Opening. With the exception for Permitted Delays, Developer shall commence and pursue with reasonable diligence and without interruption the completed construction of the Project in accordance with the Schedule of Performance. Notwithstanding the foregoing, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with the Project Entitlements. Decisions about the timing and phasing of construction depend upon numerous factors not all of which are within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative to restrict the timing of development and control the Parties' agreement, Developer and City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the Schedule of Performance and any restrictions that may exist in the Project Entitlements. Developer shall use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to promptly commence and timely complete construction of the Project.

2) Permitted Delays. Neither Party shall be deemed in default and performance shall be excused where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a Force Majeure event. An extension of time for any such cause shall be for the period of the delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a permitted delay.

3) Expiration of Developer's Vested Rights. This Agreement and Developer's vested right to proceed with construction and operation of the Project on the Property in accordance with this Agreement shall expire if, subject to Permitted Delays: (a) construction of the Project is not commenced by the deadline established in the Schedule of Performance, or

within six (6) months of the issuance of building permits, whichever last occurs; or (b) if construction is commenced but the building permits authorizing such construction work expire before a final certificate of occupancy is issued for all buildings comprising the Project.

H. Access During Construction. For the purposes of assuring compliance with this Agreement during construction, representatives of City shall have the reasonable right of access to the Property. To ensure safety, the City Representative shall request approval for such access with at least twenty-four (24) hours' notice to Developer, and Developer's approval shall not be unreasonably delayed, conditioned, or withheld. The right of access described in this subsection shall expire upon the Certificate of Occupancy. The rights of access described in this subsection are in addition to any rights or remedies specified in general laws that City may possess as a governmental or law enforcement agency.

I. Permitted Use of the Property. The uses allowed on the Property, as well as the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Property shall be those set forth in the Project Entitlements, subject to the terms and conditions of the Reciprocal Easement and Maintenance Agreement.

J. Quality and Character of Project. Developer shall construct, and complete the Project (including all structures, improvements, landscaping, hardscape, signage, and site amenities) to a standard consistent with a first-class tourist attraction and entertainment destination, using new materials, commercially standard workmanship, and finishes appropriate to a regionally significant visitor-serving facility offering similar services or uses. All exterior and interior materials, finishes, colors, and textures used in the Project shall be of a quality consistent with or superior to those used in comparable first-class entertainment destinations offering similar services or uses. The Developer shall use durable, high-quality finish materials including, but not limited to, masonry, stone, architectural concrete, painted or textured stucco, wood, metal, or glass where visible from public areas, and to the extent commercially reasonable in the Developer's opinion, shall avoid the use of materials that are prone to rapid deterioration, fading, or visual degradation under normal Southern California environmental conditions. The Project shall be constructed in a manner consistent with and in furtherance of the goals of the City of Buena Park Entertainment Corridor Specific Plan (ECSP), which envisions the area as a premier tourist and entertainment destination. In furtherance of that vision, the Developer acknowledges that the City's intent in approving this Agreement is to ensure that the Project complements and enhances the character of the surrounding entertainment corridor, and that the overall quality of design, materials, and public-facing finishes shall be consistent with a destination of regional and national significance. Provided the Developer completes the Project in accordance with the Plans approved by the City, Developer shall be deemed to be in compliance with such requirements.

K. Maintenance and Operation of the Property. At all times during the Term, Developer shall own, manage, and maintain the Property in accordance with all applicable local, state and federal laws and regulations, except to the extent the Property is exempt by way of this Agreement. Developer shall not engage or permit any activities or conditions to exist on the Property that are materially detrimental to the subject property or surrounding properties or which would constitute a public nuisance as defined with reference to local or state law. Throughout the term of this Agreement, Developer (or its successor or assignee) shall maintain the Project, all structures,

improvements, landscaping, hardscape, and site amenities in a clean, safe, and well-maintained condition consistent with the standard of a first-class tourist and entertainment facility. Maintenance obligations shall include, without limitation: All building exteriors, facades, roofing, and structural elements shall be maintained free from visible deterioration, peeling paint, cracking finishes, damaged cladding, rust, or other conditions inconsistent with the first-class standard described in Section J above, subject to standard wear and tear, all signs and lighting fixtures shall be maintained in good working order and consistent with the approved sign program. Inoperable or visibly damaged signage shall be repaired or replaced promptly following the discovery or notice, all landscaping shall be maintained in a healthy, well-irrigated, and aesthetically pleasing condition, subject to applicable weather conditions which are outside the control of Developer. All hardscape, paving, walkways, and enhanced paving features shall be kept in good repair and free of cracking, chipping, fading, or deterioration inconsistent with the first-class standard, subject standard wear and tear, all guest-accessible interior areas, including themed environments, finishes, fixtures, and furnishings, shall be maintained at a quality level consistent with a first-class entertainment attraction, subject standard wear and tear.

L. Taxes and Assessments; Liens. Developer shall pay or cause to be paid when due all real estate taxes and assessments associated with the Property. Developer shall not default of any recorded encumbrance or lien that is secured by the Property, including but not limited to any mortgage, trust deed, tax lien, contractor lien, or other similar recorded instrument, and shall promptly remove or duly satisfy any such recorded lien within a reasonable time but in all instances prior to a sale thereunder. Notwithstanding the foregoing, Developer may in good faith contest the validity or grant of any recorded lien or tax assessment, provided that notice of such intent to contest is provided to the City and any payment due shall be made immediately upon final resolution of any such contest or as may otherwise be required by law.

M. Obligation to Refrain from Discrimination. Developer covenants and agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, transfer, use, occupancy, tenure or enjoyment of the Property, and Developer (itself and any person claiming under or through Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of vendors of the Project or any portion thereof.

N. Costs of Entitlements and Development. Developer agrees that all costs, expenses, and fees associated with ownership of the Property, and design, development, construction, and operation of the Project, shall be borne by Developer.

7. Cooperation by the Parties. The Parties, and each of them, agrees that the Property is permitted and restricted to the uses, intensity of use and density that are permitted by the Project Entitlements. Neither Party will unreasonably delay, withhold or unreasonably condition any future discretionary action or approval which may be necessary in order for the Project to proceed, provided that the other Party reasonably and satisfactorily complies with all preliminary procedures, actions, payments of fees, and criteria generally required of developers in the City of by this Agreement. City further agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental

agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer, provided such costs shall be commercially reasonable and Developer shall be informed of such expenses prior to the City incurring such costs.

8. Review of Developer's Compliance.

A. Annual Reviews. During the Term of this Agreement and upon at least sixty (60) days' prior written notice, City may conduct annual reviews in accordance with this section to determine whether Developer is acting in good faith compliance with the provisions of this Agreement pursuant to Government Code Section 65865.1.

B. Special Reviews. In addition, upon at least thirty (30) days' prior written notice, the City Council may order a special periodic review in accordance with this section to determine Developer's compliance with this Agreement at any time if it believes, on basis of substantial evidence presented to it, that Developer may be in material default of this Agreement.

C. Developer Participation. Developer, at no cost to the Developer, covenants and agrees to cooperate in good faith with the City in connection with any annual or special review, including without limitation by responding to inquiries with reasonable diligent and providing access to documents, records, or other information reasonably necessary for the City to meaningfully evaluate Developer's compliance with this Agreement.

D. Costs of Reviews. The costs and expenses incurred by the Parties in completing or participating in any review shall be borne by the Party incurring the cost. Notwithstanding the foregoing, if any such annual or special review by the City demonstrates, with reference to documentary or other verifiable evidence, that Developer is in material default under the provisions of this Agreement, and Developer fails to remedy or cure the default in the manner described in subsection F. of this section, then Developer shall reimburse the City for reasonable documented costs incurred in conducting the review, provided such shall not be done by a third-party being compensated on a contingency basis and provided such expense shall not exceed \$5,000.00.

E. Procedure for Review. The City Manager, or his or her designee, will conduct the reviews contemplated by this section to ascertain whether Developer has developed, used, and maintained the Property in good faith compliance with this Agreement during the period of time covered by the review. The City Manager shall give Developer written notice that any such review has commenced, and Developer shall have at least thirty (30) days after Developer's receipt of such notice to provide such information as Developer deems reasonably necessary for City to complete such review. In addition, Developer shall furnish such other documents or information as may be reasonably requested by the City Manager.

F. Result of Review.

1) Compliance. After completing a review, the City Manager will issue to Developer an executed certificate of compliance covering the period of such review, unless the City finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Agreement.

2) Noncompliance. If, following such a review, City Representative finds and determines, on the basis of documentary or other verifiable evidence, that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Manager shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer fails to cure the non-compliance within 120 days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure) pursuant to the terms of this Agreement, the City Manager shall notify the Planning Commission, which may recommend to City Council that the Agreement be modified or terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

3) Effect on Default Procedures. Nothing in this Section 8 is intended or shall be interpreted to supersede, replace, or prevent City or Developer from pursuant the notice and default procedures of Section 15 hereinbelow, which are in addition to and independent of the review, default, and cure procedures specified in this section.

9. Rights of Lenders Under this Agreement.

A. Lenders' Rights. Should Developer place or cause to be placed any encumbrance or lien on the Property ("**Deed of Trust**"), or any part thereof, the City acknowledges the beneficiary ("**Lender**") of said Deed of Trust shall have the right at any time during the term of this Agreement and the Deed of Trust to:

1) Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

2) Realize on the security afforded by the Deed of Trust by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the Deed of Trust;

3) Transfer, convey or assign the title of Developer to the Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a Deed of Trust; and

4) Acquire and succeed to the interest of Developer in the Property by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a Deed of Trust.

5) Should any Lender require or request an amendment of this Agreement with

respect to the rights and remedies granted to a Lender in this Section 10, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of City with respect to a default by Developer hereunder.

B. Notice to Lender. If identifiable by City with reference to a title report dated within thirty (30) days before the notice, or as otherwise made known to City by Lender's delivery of documented notice (via certified or first class mail) to City, City shall give written notice of any default or breach by Developer of this Agreement to Lender and afford Lender the opportunity after service of the notice to:

1) Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

2) Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

3) Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

C. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default by Developer of this Agreement by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

1) They are commenced within thirty (30) days after service on Lender of the notice described hereinabove;

2) The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and

3) Lender keeps and performs all terms, covenants and conditions of this Agreement that pertain to the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

D. Estoppel. City shall from time to time, within 15 days following the receipt of a request by Developer or a Lender secured by the Property, deliver to Developer or such Lender a written statement executed by City in form and substance reasonably satisfactory to Developer and such Lender, (i) stating that this Agreement is in full force and effect and has not been modified or

13. Indemnification. For and in consideration for the rights and privileges granted hereunder, Developer shall, defend, indemnify and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees (“**Indemnitees**”) harmless from all liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities under California or federal law for damages caused or alleged to have been caused by reason of or arising from Developer's performance of or exercise of rights arising under this Agreement, or which arise from the direct or indirect actions or inactions of Developer or of Developer’s contractors, agents, employees or other authorized representatives of Developer. This defense and indemnity obligation includes payment of reasonable attorney’s fees and costs of litigation, including but not limited to expert costs and witness fees. City shall have the right to select counsel of its reasonable choice. The Parties hereby agree to cooperate in defending such action. City will not voluntarily assist in any third-party challenge or take any position adverse to the Developer in connection with such third-party challenge. Notwithstanding the foregoing, Developer shall not be liable for, and shall not indemnify any Indemnitee(s) from any liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and liabilities for damages to the extent caused by the intentional misconduct or gross negligence of such Indemnitee(s).

14. Termination and Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

15. Enforcement. In the event of a default under the provisions of this Agreement by Developer or City, the non-defaulting party shall give written notice to defaulting party (or its successor) by registered or certified mail addressed at the address stated in this Agreement. If such violation is not corrected to the reasonable satisfaction of the non-defaulting party within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by the defaulting party), then the non-defaulting party may, without further notice, declare a default under this Agreement and, upon any such declaration of default, the non-defaulting party may bring any action necessary to specifically enforce the obligations of the defaulting party growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by the defaulting party of any provision of this Agreement, or apply for such other relief as may be appropriate. Before sending a notice of default in accordance with this, the party asserting that the other party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days, to respond to or cure such alleged failure.

A. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

1) If a material warranty, representation or statement is made or furnished by Developer to City and is intentionally false or proved to have been false in any material respect when it was made;

2) If a finding and determination is made by City following an annual or special review, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in this Section 15 above; or

3) A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Section 15 above.

B. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. With the exception of Permitted Delays, nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations expressly set forth in this Agreement, all remedies at law or in equity which are not otherwise provided for in this Agreement are available to the Parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

C. City Not Liable For Damages. Under no circumstances shall City be liable in damages to the Developer, or to any assignee, transferee or any other person, unless caused by the intentional misconduct (including a knowing violation of applicable law) or gross negligence of City. Otherwise, the Parties agree that in the event of a breach of this Agreement, each of the Parties hereto may pursue the following: (a) specific performance; (b) suits for declaratory or injunctive relief; (c) suits for mandamus or special writs; or (d) cancellation of this Agreement. The Parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of citizen initiative and referendum, this Agreement shall be modified or suspended to the extent required by California Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement.

16. Compliance with Local, State and Federal Laws. Developer shall carry out construction and operation of the Project in conformance with all applicable federal, state, and local laws, including all applicable federal and state occupation, employment, safety, and health standards.

17. Miscellaneous Terms.

A. Attorneys' Fees. In any court proceedings arising from the enforcement or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the sound discretion of the court.

B. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall

inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

C. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California.

D. Partial Invalidity. If any provisions of this Agreement is to be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court.

E. Recordation; Release upon Termination. This Agreement shall be deposited into the escrow established by the Purchase Agreement thirty (30) days following adoption of the Ordinance, and as instructed in the Purchase Agreement shall be recorded on the Property at the closing of said escrow as a condition precedent to the closing. Upon the expiration or termination of the terms of this Agreement, upon the request of the Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

F. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

G. Integrated Agreement. This Agreement consists of this Agreement together with all Exhibits attached hereto, and referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

H. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof in which time is a factor. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday in the locality (State of California, City of Buena Park) where the Property is located.

I. Costs and Expenses in Preparing Agreement. Each Party shall be responsible for payment of its costs, including but not limited to attorney's fees, with respect to negotiation and preparation of this Agreement.

J. Counterparts. This Agreement may be executed in multiple counterparts and delivered as originals, each of which shall be deemed an original, but all of which, together, shall constitute

one and the same instrument.

K. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

L. No Obligations to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties and, to the extent this Agreement constitutes escrow instructions, the Title Company.

M. Exhibits and Related Documents. The Exhibits attached hereto and specific portions of the Purchase Agreement, and the Reciprocal Easement and Maintenance Agreement, are hereby incorporated herein by this reference.

N. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

O. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

P. Authorized Signatories. The Parties warrant and represent to each other that each Party has caused this Agreement to be executed by and through their duly authorized representatives set forth below.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Agreement Date set forth hereinabove.

CITY OF BUENA PARK,

a Municipal Corporation

Dated: _____

By: _____

Mayor

ATTEST: _____

Adria M. Vicuna, City
Clerk City of Buena Park

Approved as
to form:

City Attorney

[remaining signatures on following page]

By: Buena Park Boardwalk, LLC _____
(Developer)

Dated: _____ By: _____

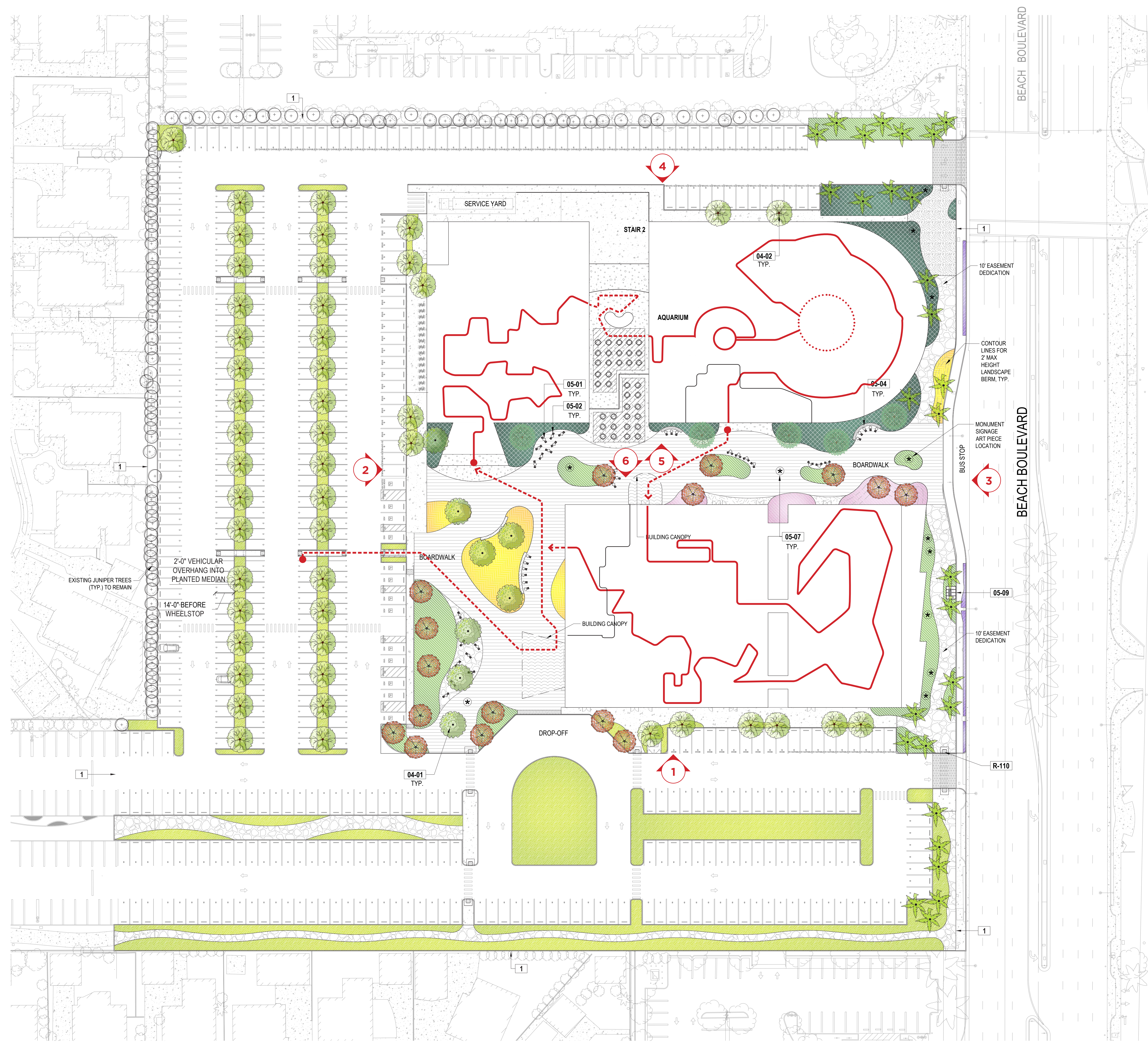
Dated: _____ By: _____

Exhibit A

Property Legal Description

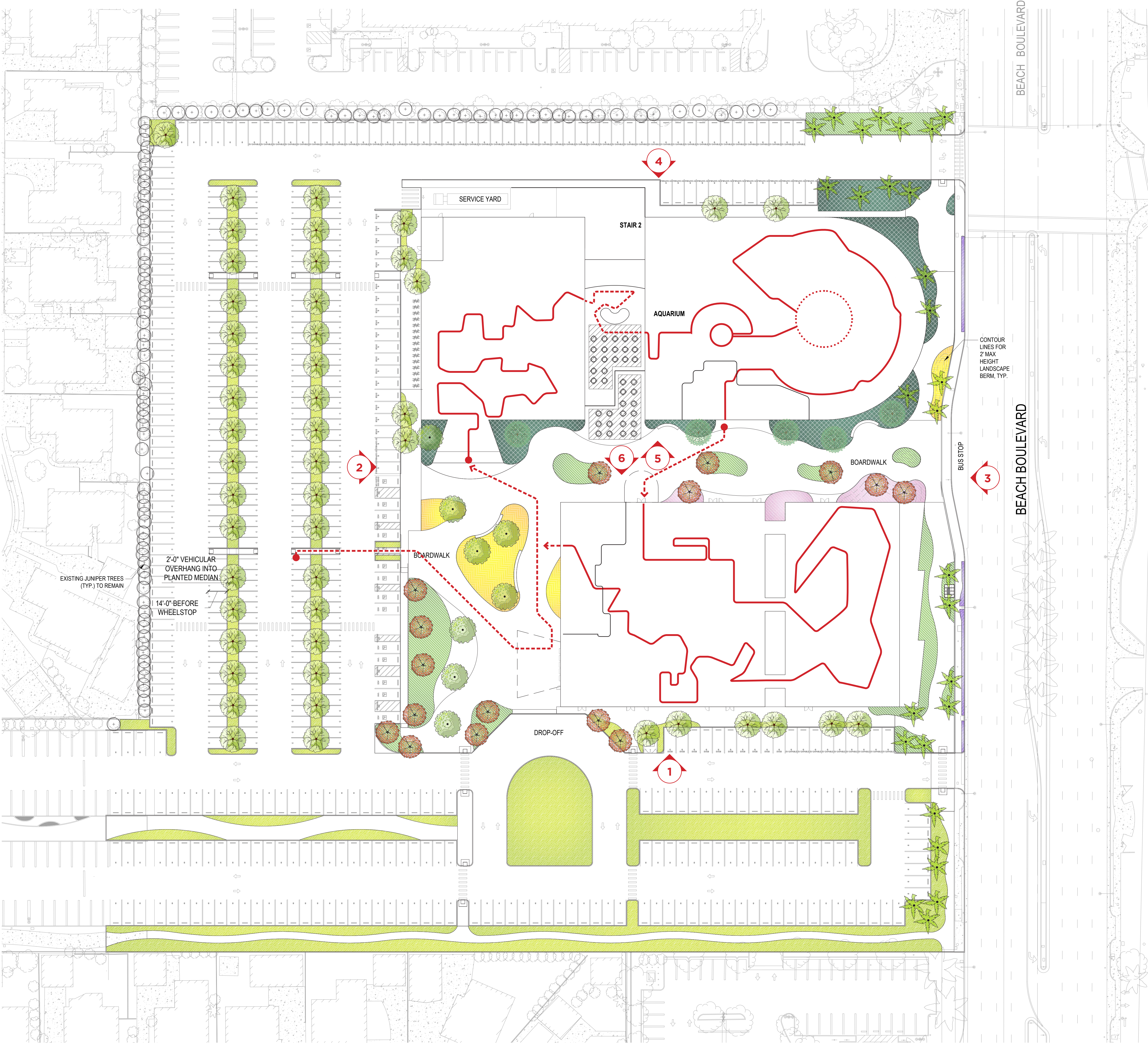
Exhibit B

Project Renderings / Depiction / Site Plan



REFERENCE NOTES SCHEDULE				
SYMBOL	DESCRIPTION			
1	PROPERTY LINE			
SYMBOL	DESCRIPTION	MATERIAL	COLOR	
01 PAVEMENTS, RAMPS, CURBS				
	CONCRETE	TOP CAST	NATURAL GRAY	
	BOARDWALK	EXPOSED AGGREGATE	TBD	
	PAVING - BUTTERFLY THEME	CONCRETE	YELLOW	
	PAVING - AQUARIUM THEME	COLORLED CONCRETE	BLUE	
	DECORATIVE DRIVEWAY PAVING	DECORATIVE CONCRETE		
	STABILIZED DECOMPOSED GRANITE (D.G.)	CALIFORNIA GOLD		
	COLORLED CONCRETE		TO MATCH ARCH (TBD)	
SYMBOL	DESCRIPTION			
04 PLANTERS / SITE ELEMENTS				
04-01	TREE GRATE - ROUND			
04-02	TREE GRATE - SQUARE			
SYMBOL	DESCRIPTION	MATERIAL	MFG.	COLOR
05 SITE FURNISHINGS				
05-01	BISTRO TABLE			
05-02	BISTRO CHAIR			
	CUSTOM BUILT-IN BENCH	THERMALLY MODIFIED WOOD	KEBONY OR SIMILAR	CLEAR / NATURAL
05-07	ART / INTERACTIVE ELEMENT			
05-09	NEW BUS STOP SHELTER + BENCH			
SYMBOL	DESCRIPTION	MATERIAL		
REFERENCE SCHEDULE				
	TRUNCATED DOMES	PER CIVIL		

RECEIVED
 MAY 13, 2026
 PLANNING DIV
 DA-25-1 / VA-25-1



CONCEPT PLANT SCHEDULE

	TREE - BUTTERFLY THEME ARBUTUS X 'MARINA' / MARINA STRAWBERRY TREE MULTI-TRUNK CERCIS OCCIDENTALIS / WESTERN REDBUD MULTI-TRUNK LAGERSTROEMIA INDICA / CRAPE MYRTLE PARKINSONIA X 'DESERT MUSEUM' / DESERT MUSEUM PALO VERDE SALIX BABYLONICA / WEEPING WILLOW TABEBUIA ROSEA / ROSY TRUMPET TREE X CHITALPA TASHKENTENSIS / CHITALPA	24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX
	EXISTING TREES TO REMAIN	
	TREE - PARKING LOT BAMBUSA MULTIPLEX 'ALPONSE KARR' / ALPONSE KARR BAMBOO BAMBUSA TEXTILIS 'GRACILIS' / SLENDER WEAVER'S BAMBOO BAMBUSA TEXTILIS 'GRACILIS' / SLENDER WEAVER'S BAMBOO CARPINUS BETULUS 'FASTIGIATA' / UPRIGHT EUROPEAN HORNBEAM GEJERA PARVIFLORA / AUSTRALIAN WILLOW MAGNOLIA GRANDIFLORA 'LITTLE GEM' / LITTLE GEM DWARF MAGNOLIA PISTACIA CHINENSIS / CHINESE PISTACHE PLATANUS X ACERIFOLIA / LONDON PLANE TREE TIPUANA TIPU / TIPU TREE ULMUS PARVIFOLIA / LACEBARK ELM	15 GAL. 15 GAL. 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX
	TREE - AQUARIUM THEME ACACIA STENOPHYLLA / SHOESTRING ACACIA CEDRUS ATLANTICA 'GLAUCA PENDULA' / WEEPING BLUE ATLAS CEDAR CHILOPSIS LINEARIS / DESERT WILLOW DRACAENA DRACO / DRAGON TREE PANDANUS BAPTISTII / NEW BRITAIN ISLAND SCREWPIPE PROSOPIS CHILENSIS / CHILEAN MESQUITE	24" BOX 24" BOX 24" BOX 24" BOX 24" BOX 24" BOX
	TREE - CENTER PLAZA LOPHOSTEMON CONFERTUS / BRISBANE BOX QUERCUS VIRGINIANA 'OVATA' / HIGHRISE LIVE OAK TRISTANIA LAURINA 'ELEGANT' / ELEGANT WATER GUM	24" BOX 24" BOX 24" BOX
	PALM - STREET AND CENTER PLAZA PHOENIX DACTYLIFERA 'MEDJOOL' / MEDJOOL DESERT DATE PALM	18' BTH
	MARSH BOARDWALK ACACIA COGNATA 'COUSIN ITT' / LITTLE RIVER WATTLE BACCHARIS 'CENTENNIAL' / CENTENNIAL COYOTE BRUSH CALAMAGROSTIS 'FEATHER FABULOUS' / FEATHER REED GRASS CHONDROPETALUM ELEPHANTINUM / LARGE CAPE RUSH ENCELIA CALIFORNICA / COAST SUNFLOWER, COAST ENCELIA JUNCUS EFFUSUS / SOFT RUSH LEYMUS ARENARIUS 'GLAUCUS' / BLUE WILD RYE SESLERIA AUTUMNALIS / AUTUMN MOOR GRASS SCIRPUS TABERNAEMONTANI / SOFT-STEM BULRUSH	5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL.
	BIRDS, BEES, AND BUTTERFLIES ACHILLEA MILLEFOLIUM / COMMON YARROW ASCLEPIAS TUBEROSA / BUTTERFLY MILKWEED EPILOBIUM CALIFORNICUM / CALIFORNIA FUCHSIA HETEROMELES ARBUTIFOLIA / TOYON MUHLENBERGIA RIGENS / DEER GRASS TAGETES LEMMONII / MEXICAN MARIGOLD ARISTIDA PURPUREA / PURPLE THREEAWN CAREX TUMULICOLA / FOOTHILL SEDGE ERIOGONUM FASCICULATUM / CALIFORNIA BUCKWHEAT	1 GAL. 5 GAL. 5 GAL. 15 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 1 GAL.
	UNDERWATER AEONIUM 'ALICE KECK PARK' / GIANT VELVET ROSE AGAVE OVATIFOLIA / WHALE'S TONGUE AGAVE BANKSIA CALEYI / CALEY'S BANKSIA CRASSULA TETRAGONA / LACE ALOE CRINUM ASIATICUM / SWAMP LILY DYCKIA 'JIM'S RED' / DYCKIA 'JIM'S RED' JUNCUS INFLEXUS 'AFRO' / BLUE MEDUSA RUSH KALANCHOE LUCIAE / PADDLE PLANT MUHLENBERGIA DUMOSA / BAMBOO MUHLY, GIANT MUHLY ALOE SPP. / ALOE GREVILLEA 'KINGS SUNRISE' / KINGS SUNRISE GREVILLEA KALANCHOE PUMILA / PUMILA KALANCHOE LEUCADENDRON 'BURGUNDY' / BURGUNDY CONEBUSH	5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL. 5 GAL.
	A BUG'S LIFE ALOCASIA MACRORRHIZOS / GIANT TARO OTATEA ACUMINATA AZTECORUM / MEXICAN WEEPING BAMBOO PHORMIUM COOKIANUM / MOUNTAIN FLAX STRELTZIA NICOLAI / GIANT WHITE BIRD OF PARADISE CARYOTA GIGAS / GIANT FISHTAIL PALM	15 GAL. 15 GAL. 5 GAL. 15 GAL. 15 GAL.
	BEACH BLVD PARKWAY ALOE STRIATA / CORAL ALOE TRACHELOSPERMUM JASMINOIDES / CHINESE STAR JASMINE	1 GAL. 1 GAL.
	PARKING LOT CORDYLINA AUSTRALIS 'PURPUREA' / PURPLE GRASS PALM AGAVE ATTENUATA / FOXTAIL AGAVE ALOE SPP. / ALOE BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH CAREX PRAEGRACILIS / CALIFORNIA FIELD SEDGE JUNCUS PATENS / CALIFORNIA GRAY RUSH SPOROBOLUS AIROIDES / ALKALI SACATON	15 GAL. 5 GAL. 5 GAL. 5 GAL. 1 GAL. 1 GAL. 1 GAL.

A BUG'S LIFE



Alcasia macrorrhiza Giant Taro
Coryata giges Giant Fishtail Palm
Dactea acuminata arctocorum Mexican Weeping Bamboo
Paulownia tomentosa Empress Tree



Phormium tenax Mountain Flax
Streptocarpus nivalis Giant White Bird of Paradise

BEACH BLVD PARKWAY



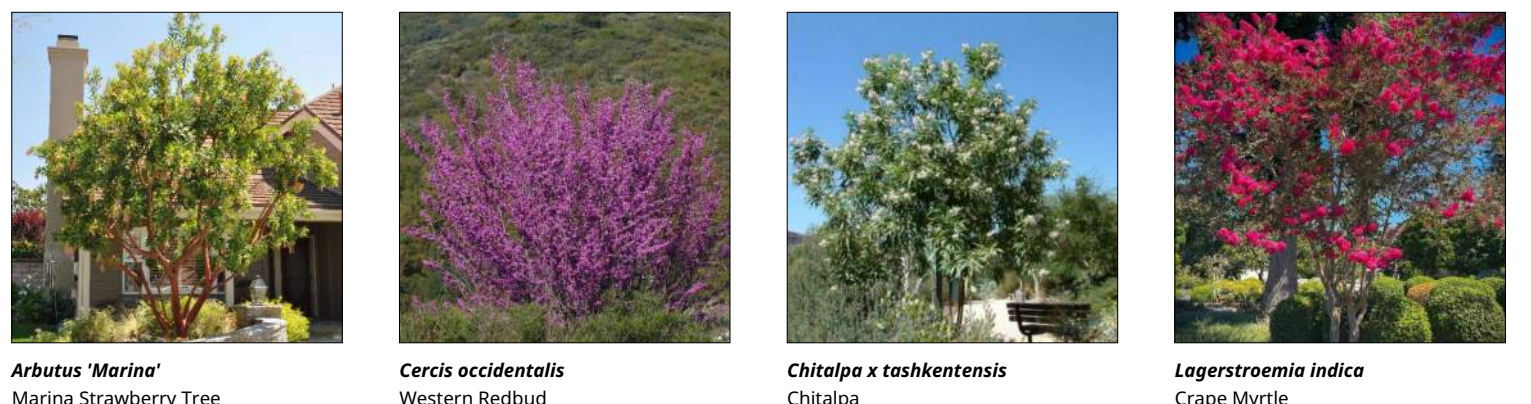
Aloe striata Coral Aloe
Trachelosperum jasminoides Star Jasmine

BIRDS, BEES, AND BUTTERFLIES



Achillea millefolium Common Yarrow
Aristida purpurea Purple Three Awn Grass
Asclepias erosa California Desert Milkweed
Asclepias tuberosa Butterfly Milkweed

TREE - BUTTERFLY THEME



Annona 'Marine' Marine Strawberry Tree
Cercis occidentalis Western Redbud
Chitalpa x tashkentensis Chitalpa
Lagerstroemia indica Crape Myrtle



Parkinsonia 'Desert Museum' Desert Museum Palo Verde
Salix babylonica Weeping Willow

TREE - CENTER PLAZA



Lophosolen confertus Brisbane Box
Quercus virginiana Southern Live Oak
Tristemonia laurina 'Elegant' Elegant Water Gum

TREE - PARKING LOT



Bambusa multiplex 'Alphonse Karr' Alphonse Karr Bamboo
Bambusa textilis Weaver's Bamboo
Carpinus betulus 'Fastigiata' Pyramidal European Hornbeam
Grèjera parviflora Australan Willow



Carex tumida Foothill Sedge
Epilobium californica 'Ghostly Red' Ghostly Red California Fuchsia
Eriogonum fasciculatum California Buckwheat
Eriogonum giganteum St. Catherine's Lace



Heteromeles arbutifolia Toyon
Mahlenbergia rigens Deer Grass
Salvia spina White Sage
Tagetes lemmonii Mexican Marigold

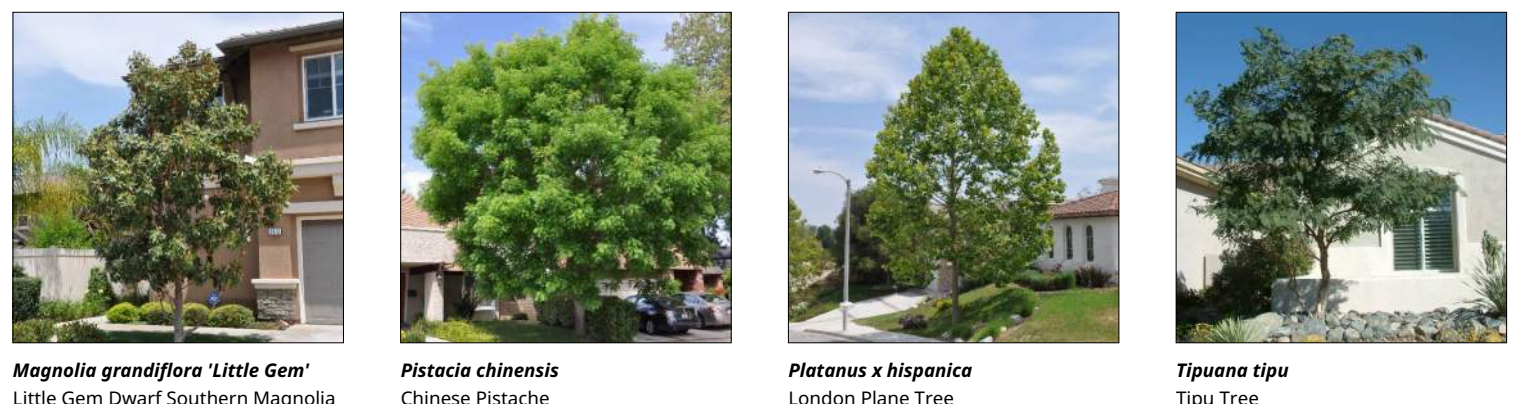
MARSH BOARDWALK



Acaia cognata 'Cousin Izz' Little Deer Wattle
Baccharis 'Centennial' Centennial Coyote Brush
Calamagrostis 'Feather Fabulous' Feather Fabulous Reed Grass
Chondropetalum elephantinum Large Cape Bush



Helianthus debilis Dune Sunflower
Juncus effusus Soft Rush
Leymus arenarius 'Glaucus' Blue Wild Rye
Scripus tobernoemontani Soft-Stem Bulrush



Magnolia grandiflora 'Little Gem' Little Gem Dwarf Southern Magnolia
Pistacia chinensis Chinese Pistache
Platonia x Hispanica London Plane Tree
Tipuana tibu Tibu Tree



Ulmus parvifolia Chinese Elm

UNDERWATER



Aeonium 'Mice Keck Park' Alice Keck Park Aeonium
Agave ovatifolia Whale's Tongue Agave
Aloe dichotoma Quiver Tree, Kokerboom
Aloe distans Jewelled Aloe



Bambusa multiplex 'Alphonse Karr' Alphonse Karr Bamboo
Bambusa textilis Weaver's Bamboo
Banksia caley Caley's Banksia
Crassula tetragona Lace Aloe

PALM - STREET AND CENTER PLAZA



Phoenix dactylopera 'Medjool' Medjool Desert Date Palm

PARKING LOT

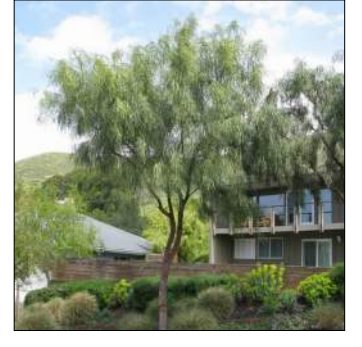


Agave attenuata Fox Tail Agave
Aloe striata Coral Aloe
Beccaria pilularis 'Pigeon Point' Pigeon Point Coyote Bush
Carex proterocilis Western Meadow Sedge



Cordyline 'Pink Passion' Pink Passion Grass Palm
Junca patens California Gray Bush
Sporobolus airoides Alkali Sacaton

TREE - AQUARIUM THEME



Acacia stenophylla Shoestring Acacia



Crinum asiaticum Swamp Lily
Dyakia 'Jim's Red' Dyakia Jim's Red
Dyakia 'Silverback Tiger' Silverback Tiger Bromeliad
Grevillea 'Kings Sunrise' Kings Sunrise Grevillea

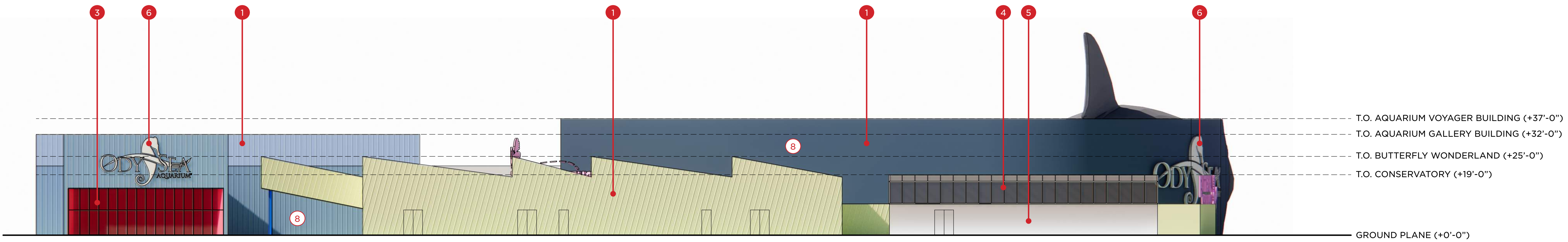


Juncus inflexus 'Afra' Blue Medusa Rush
Kalanchoe luciae Paddle Plant
Kalanchoe pumila Pumila Kalanchoe
Leucodendron 'Burgundy' Burgundy Corebush



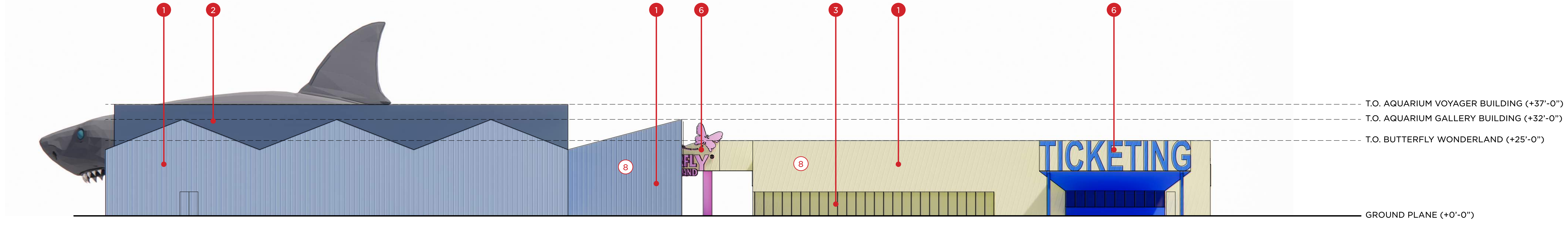
Mahlenbergia dimissa Bamboo Muhly, Giant Muhly

ELEVATIONS

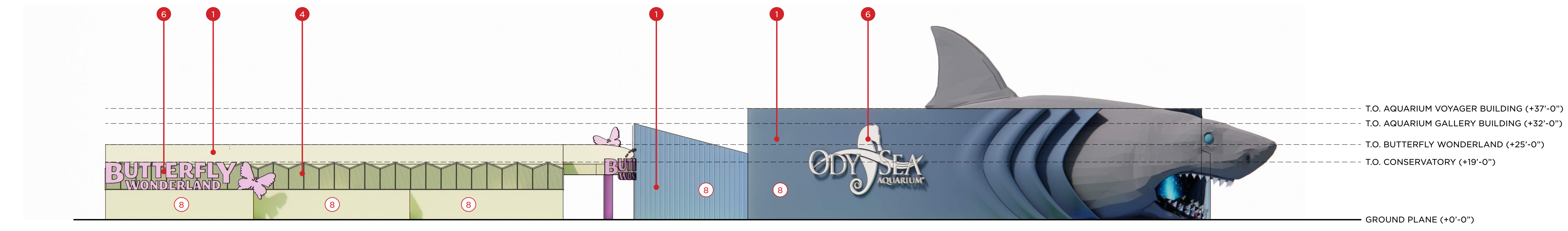


- LEGEND / KEY**
- 1 CORRUGATED METAL
 - 2 STUCCO
 - 3 STOREFRONT GLAZING
 - 4 GREENHOUSE GLAZING (CLEAR)
 - 5 GREENHOUSE GLAZING (TRANSLUCENT)
 - 6 SIGNAGE
 - 7 FENCING - SEMI OPEN
 - 8 MURAL WALL, IMAGERY TBD

(1) SOUTH ELEVATION

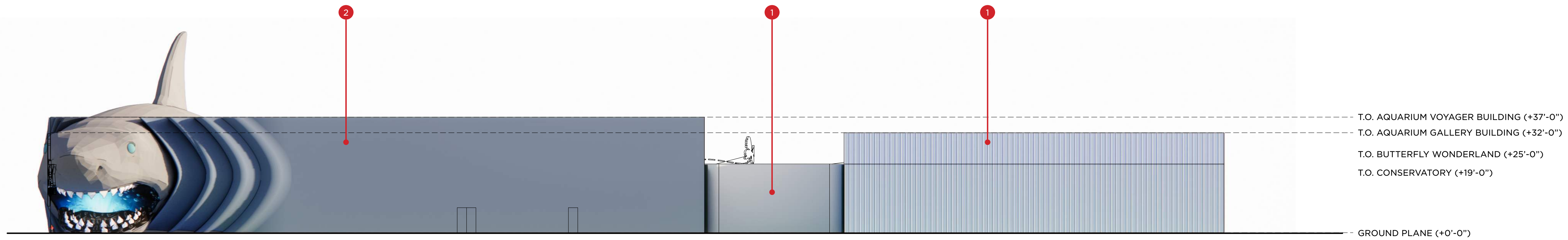


(2) WEST ELEVATION



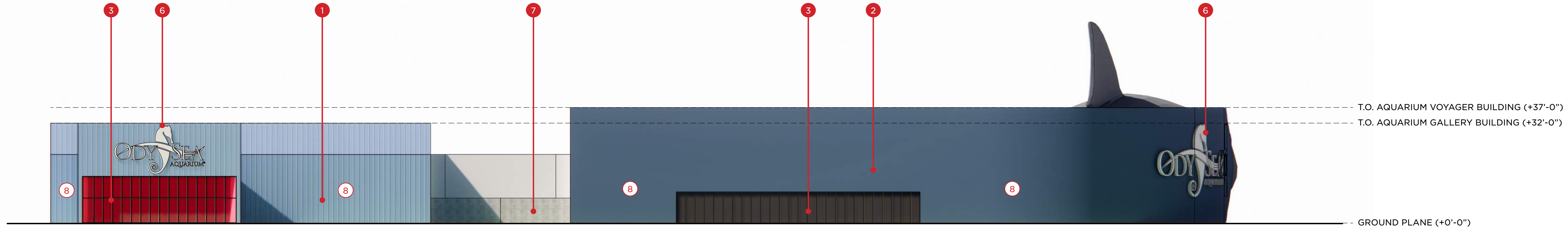
(3) EAST ELEVATION

ELEVATIONS

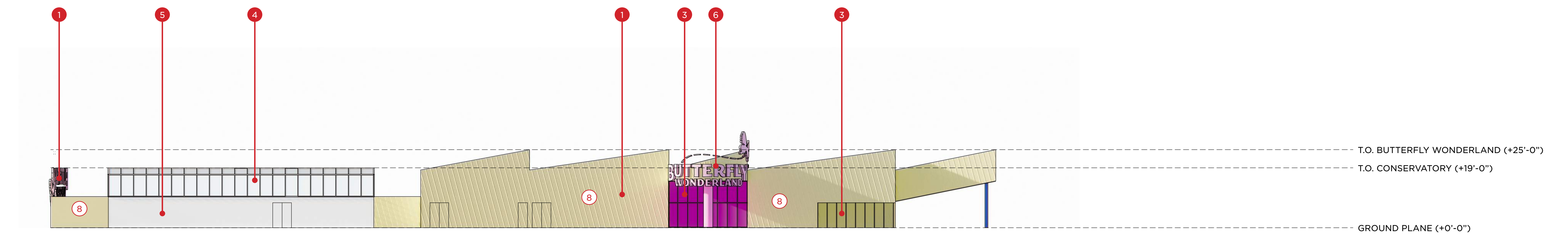


(4) NORTH ELEVATION

- LEGEND / KEY**
- 1 CORRUGATED METAL
 - 2 STUCCO
 - 3 STOREFRONT GLAZING
 - 4 GREENHOUSE GLAZING (CLEAR)
 - 5 GREENHOUSE GLAZING (TRANSLUCENT)
 - 6 SIGNAGE
 - 7 FENCING - SEMI OPEN
 - 8 MURAL WALL, IMAGERY TBD



(5) AQUARIUM SOUTH ELEVATION



(6) BUTTERFLY WONDERLAND NORTH ELEVATION

RESOLUTION NO. ____
VARIANCE NO. V-25-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, RECOMMENDING THAT THE BUENA PARK CITY COUNCIL APPROVE A VARIANCE TO REDUCE THE MINIMUM LANDSCAPE SETBACK IN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP) FOR THE DEVELOPMENT OF AN AQUARIUM, BUTTERFLY EXHIBIT AND ASSOCIATED ONSITE IMPROVEMENTS ON PROPERTY LOCATED AT 7711-7733 BEACH BOULEVARD (APNS: 136-203-40, 136-211-64 AND 136-211-57), AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Buena Park Boardwalk, LLC, 9500 E. Via de Ventura, Suite E100, Scottsdale, AZ 85256 ("BP Boardwalk" or "Applicant") has filed planning applications to develop real property located at 7711-7733 Beach Boulevard ("Site") with an Aquarium (including eatery) at approximately 76,000 square feet, a Butterfly Exhibit and Conservatory (including eatery) at approximately 42,000 square feet and other commercial spaces at approximately 5,500 square feet. Site Improvements include new parking lot, landscaping, utility connections and street frontage improvements (sidewalk, driveways, curb and gutter) ("Project"). BP Boardwalk has submitted the necessary applications for a Development Agreement (DA-25-1) and Variance (V-25-1).

(ii) On May 27, 2026, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The City has reviewed and analyzed the potential environmental impacts of the Project as required by the California Environmental Quality Act (CEQA), and after considering all evidence presented during the public hearing, the Planning Commission has determined that the Project is exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.

(iv) The Planning Commission has reviewed and considered all components of the proposed Variance No. V-25-1 and concluded its public hearing prior to adoption of this Resolution.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby find, determine, resolve and recommend that the City Council find as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced public hearing, including written staff report, verbal testimony, and the Variance No. 25-1 Development Plans stamped "RECEIVED MAY 13, 2026 PLANNING DIV.," this Commission hereby specifically finds, determines, and resolves as follows:

a. **FINDING:** There are special circumstances applicable to the subject property such as size, shape, topography, location, or surroundings which result in the strict application of the requirements of this Title depriving the property of privileges enjoyed by other properties in the same zone and vicinity.

FACT: There are special circumstances present in that the subject property includes an existing landscape planter along the western property line which contains approximately 75 mature cypress trees which provide the required screening and visual buffer intended in the Entertainment Corridor Specific Plan landscape setback requirement, however the width of the existing landscape setback is less than the amount required in the ECSP. The removal of the mature trees in order to expand the landscape setback would be contrary to the intent of the requirement and, as a result, the strict adherence to the BPMC will deprive the property and adjacent properties from the screening that currently exists at the site.

b. **FINDING:** The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity.

FACT: The reduction in landscape setback along the western property line does grant special privileges to the subject property as there are other developed properties within the Entertainment Corridor which do not meet the minimum landscape setback for properties adjacent to residential zones.

c. **FINDING:** The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity.

FACT: The purpose and intent of the ten-foot landscape setback adjacent to residentially zoned properties is to ensure that there is sufficient width for the planting of trees and other screening to provide a buffer between the commercial and residential uses. The existing mature cypress trees create a nearly fully opaque green screen for the residential properties along the western property line. The granting of a variance for a reduction in landscape setback in order to preserve these trees will not be detrimental to the health, safety or welfare and will not be injurious to other nearby properties.

d. **FINDING:** The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

FACT: The proposed project will implement multiple goals and policies as envisioned in the Tourist-Entertainment General Plan Land Use designation and complies with the permitted uses and development standards in the Entertainment Corridor Specific Plan. The proposed project also meets several goals and polices within the City's Economic Development Element of the General Plan.

3. The Planning Commission hereby finds and determines that the application, as identified above in this Resolution, is Exempt from further environmental review pursuant to Public Resources Code section 21083.3 and CEQA Guidelines Section 15183.

4. Based upon the findings and conclusions set forth in the above paragraphs, the Planning Commission hereby recommends that the City Council approve Variance No. V-25-1 development plans stamped "RECEIVED MAY 13, 2026 PLANNING DIV.,".

PASSED AND ADOPTED this 27th day of May 2026 by the following called vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

Mirvette Judeh
Chair

ATTEST:

Harald Luna
Planning Manager

Resolution No.
Variance No. V-25-1
May 27, 2026

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Variance No. V-25-1 and do agree that I/We shall conform with and abide by all such conditions.

Date: _____

Printed Name and Signature
Owner / Applicant



Planning Commission Agenda Report

CONDITIONAL USE PERMIT NO. CU-26-3

PREPARED BY	PRESENTED BY
JOSHUA ALVAREZ, ASSOCIATE PLANNER	JOSHUA ALVAREZ, ASSOCIATE PLANNER
REVIEWED AND APPROVED BY	DIRECTOR APPROVAL
HARALD LUNA, PLANNING MANAGER	MATT FOULKES, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

RECOMMENDED ACTION

1) Conduct a public hearing and based on the analysis provided in this agenda report and the facts and findings provided in the attached Resolution, adopt a Resolution approving Conditional Use Permit No. CU-26-3 and; 2) find that the project is Categorical Exempt per Section 15301 (Existing Facilities) Class 1 of the California Environmental Quality Act (CEQA) Guidelines based on the findings of fact and conditions provided herein.

PROPERTY INFORMATION:

Address / Assessor Parcel Number (APN):	6291 Western Avenue / 276-202-05, -06, -22, -23
Lot Area	2.12 acres
Street Frontages	187 feet along Western Avenue 100 feet along Burnham Avenue
General Plan Land Use Designation	Light Industrial
Zoning District	ML (Light Industrial) with BOZ (Billboard Overlay Zone)

Existing Development	Two single-story warehouse buildings totaling approximately 11,004 square feet, two single-story industrial office buildings totaling approximately 6,379 square feet, and a double-faced digital billboard sign
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SURROUNDING LAND USE CHARACTERISTICS:

	GENERAL PLAN	ZONING	EXISTING LAND USE
North	Light Industrial	ML (Light Industrial)	Railroad Right-of-Way
South	High Density Residential	ML (Light Industrial), and RM-20 (Medium Density Multi-Family Residential) with HOO (Housing Opportunities Overlay)	Light Industrial use, and single-family residential dwellings
East	Medium Density Residential	RM-10 (Low Density Multi-Family Residential)	Western Avenue, followed by Rick Gomez Park
West	Light Industrial, and High Density Residential	ML (Light Industrial)	A single-family residence, contractor's storage yard, and Burnham Avenue, followed by industrial uses

BACKGROUND:

Entitlement Number	Date of Action	Description
CU-115	May 13, 1964	Impound yard use established.
CU-871 and V-992	November 28, 1984	Establishment of a complete auto and truck body repair and painting, towing service, impound, and salvage. Auto and truck washing with variances from the Zoning code requirements to allow buildings with metallic exterior surfaces, reduction of required landscaping, encroachment of parking into required landscape setbacks and vision clearance areas and to reduce or waive certain parking and storage area improvement requirements.

CU-871 Mod 1 and V-992 Mod 1	October 15, 1986	Approval of a 1,308 square foot office and guard building in lieu of a previously approved office trailer and guard house, as well as, a 152 square foot office addition to the rear shop building. Denial of a request for variances for reduced landscaping within the parking area, substandard driveway width, and reduced parking space dimensions.
CU-1293	March 27, 2002	Expansion of the existing automobile, truck, and motorhome repair business at 6291 Western Avenue onto adjacent property located at 6371 Western Avenue, in conjunction with development of a new employee parking lot at 6346 Burnham Avenue.
CU-1293 Mod 1	October 9, 2002	A modification to allow for the temporary retention of mobile shade structures on the property for a period of 180 days.
CU-1293 Mod 2	June 11, 2003	A modification to allow for the temporary retention of the mobile shade structures on the property for an additional 180 days.
CU04-00002	January 14, 2004	Identical application to expired Conditional Use Permit No. CU-1293.
CU04-039	December 15, 2004	Identical application to expired Conditional Use Permit No. CU04-00002 with the exception of the removal of the expansion of the existing employee parking lot onto the adjacent vacant property located at 6346 Burnham Avenue.
CU05-006 and V05-001	April 21, 2005	Modification of CU04-039 to include construction of a 1,913 square foot covered storage area as well as expansion of the existing employee parking lot at 6346 Burnham Avenue. Approval of variances from building height, setback, and landscaping requirements.
Caltrans Interstate-5 Freeway Expansion Project	2006-2007	The project included demolition and reconstruction of the Western Avenue bridge over the Interstate-5 Freeway. Construction of the bridge resulted in the current site condition of the steep ramp into the property from Western Avenue.
C14-003	November 20, 2014	Established the BOZ (Billboard Overlay Zone) in certain commercial and industrial zone areas adjacent to the Interstate-5 and State Route 91 freeways. BOZ added to two parcels within the subject property.

DA14-006	November 20, 2014	Modification of an existing message board sign to include a double-faced digital billboard.
MCU18-31309	September 12, 2018	Modification to Conditional Use Permit No. CU04-039 to demolish three existing structures and add 13,482 square feet of floor area to an existing 4,511 square foot structure for the servicing/repair of vehicles; construct a new car wash and related site improvements.
EXT-20-10	December 9, 2020	Request for an extension of time to Modification of Conditional Use Permit No. MCU18-31309 to allow for additional time to secure permits and begin construction. Permits were never secured and improvements were not made.

APPLICATION ANALYSIS:

Project Description:

The applicant, on behalf of the property owner, has submitted the application, plans, and project narrative requesting Planning Commission approval to establish and operate a new wholesale construction supply business with incidental outdoor storage (Beacon Supply QXO Inc). The site is currently developed with a total of four (4) buildings. The following table provides a summary of the existing buildings 1-4 sizes, and intended uses:

Building No.	Size	Use
1	6,538 square feet	Warehouse
2	1,281 square feet	Office
3	4,510 square feet	Warehouse
4	5,098 square feet	Office (to be demolished)

According to the submitted project narrative the proposed wholesale construction supply business with incidental outdoor storage will be primarily active during the morning and early evening hours. The proposed hours of operation will be Monday through Friday from 6:00 a.m. to 4:00 p.m. and closed on Saturday and Sunday. Delivery hours will be Monday through Friday from 10:00 a.m. to 4:00 p.m. with no after-hours delivery accepted. The site currently consists of four (4) parcels. A condition of approval has been included which requires the property owner to record a reciprocal common access easements on the four (4) parcels, to the benefit of the City of Buena Park, for fire lane and emergency vehicle access.

Access/Site Design/Parking:

The primary vehicular access to the site is provided via an existing 30-foot wide driveway on Western Avenue and a secondary 25-foot wide driveway on Burnham Avenue. An existing public alley extends from the south property line of the subject site to 8th Street. Onsite circulation has been designed to accommodate emergency vehicles and trash collection service vehicles, as well as vehicular access to the required parking and loading areas. Pedestrian access to the site will remain and be provided from the existing walkways along Western Avenue and Burnham Avenue. As part of the Building Code requirements, a new accessible path of travel is proposed from Western Avenue to the existing office building.

The Buena Park Municipal Code (BPMC) Table 19.536.040 (Parking Spaces Required) requires 3 parking spaces per 1,000 square feet for the first 10,000 square feet gross floor area and 2 parking spaces per 1,000 square feet on the next 40,000 square feet of gross floor area for wholesale uses. Up to 20 percent of gross floor area may be in related office use without applying different parking requirement for offices. A total of 35 parking spaces are required. The applicant has proposed to provide a total of 35 parking spaces consisting of 33 standard parking spaces and 2 accessible parking spaces.

Three outdoor storage areas are proposed on the site with a combined square footage of 10,137 square feet. The outdoor storage areas will be used to store construction materials available for purchase. A typical stacked height of 4 feet for most materials is expected with a maximum stacked height of 8 feet proposed. The BPMC Section 19.524.020 (Outdoor Storage) requires that all outdoor storage shall be screened from public view and, if located within three hundred thirty feet of a freeway or major highway, shall also be screened from view from such freeway or highway. The proposed outdoor storage areas will be screened from public view by the existing buildings located onsite as well as existing and proposed block walls that run along portions of the north, west and south property lines. Additional enhanced landscaping, as conditioned, is also proposed to obscure view of all the proposed outdoor storage areas. The Interstate-5 Freeway is at a substantially lower elevation than the site, so additional screening is not required to block public view from the freeway.

Floor Plans:

No modifications to the existing floor plan layouts of the buildings are proposed at this time. Interior modifications are limited to accessibility upgrades, flooring repairs, door repairs, and painting.

Exterior Elevations/Trash Enclosure:

The existing buildings are comprised of a concrete block and are designed with a contemporary architectural style. As part of the proposed use the existing buildings will be painted and the existing metal mansard roof element will be removed from the industrial office and warehouse buildings, with the block wall parapet behind the mansard roof to remain. A Police Department Condition of Approval has been added for the applicant to provide additional lighting along the north elevation of the industrial office building to discourage loitering along the railroad. No other changes are proposed to the exterior of the existing buildings. A new trash enclosure is proposed to serve the future tenant. The trash enclosure will be designed to be architecturally compatible and incorporate the color scheme of the buildings on-site and, as conditioned, will comply with the development standards pursuant to BPMC Section 19.524.010 (Trash Storage Facilities).

Fencing:

The project will provide new 28-foot-wide vehicular access wrought-iron swing gates across the Western Avenue ramp that will be setback approximately 60 feet from the east property line to further secure the property. An existing chain link fence that currently runs parallel to Western Avenue and the railroad corridor will be removed and replaced with a new 6-foot-high decorative wrought-iron fence that will be setback approximately 25 feet from the east property line. A new 6-foot-high block wall is proposed along an 18-foot 9-inch portion of the southern property line of the site adjacent to the alley. The existing block wall along the north property line will be maintained. All the perimeter block walls including the exterior walls of the office building will be provided with an anti-graffiti treatment. Other project features include gated access, 24/7 security monitoring, and decorative site lighting.

Landscaping:

The project will provide approximately 8,717 square feet of landscaping throughout the site including along the project frontage, parking lot areas, and along the north property line. The project will revitalize the existing on-site landscaping with a mixture of drought tolerant and California native plants throughout the parking lot area and street frontage. The landscaped planter areas will protect in place several trees and feature enhanced landscaping with new mature Tipuana Tipu trees, plants, and shrubs consisting of 5-gallon minimum up to 24-inch box size. As conditioned, the tree sizes will consist of mature Tipuana Tipu trees up to 24-inch box size along the east property line and throughout the property to provide a visual buffer of the outdoor storage areas from the Western Avenue and the adjacent properties. As conditioned, new landscape vegetation will be required to be planted adjacent to the north elevation of the industrial office building to act as a graffiti deterrent. In addition to the trees, a mixture of 5-gallon minimum up to 15-gallon size shrubs, succulents, and groundcover will be provided throughout the site and will further enhance the street and parking lot facing landscaped areas.

DISCUSSION:

Conditional Use Permit

Pursuant to the Buena Park Municipal Code (BPMC) Section 19.512.010 (Uses Permitted), wholesale uses are subject to a Conditional Use Permit when located within 330 feet of a residential zone. Outdoor storage, other than a contractor's storage facility is permitted as an incidental use only, and as such is only permitted if included within the terms of the Conditional Use Permit.

The proposed wholesale construction supply business with incidental outdoor storage, although located within 330 feet of a residential zone, will be compatible with the intended character of the area, consistent with other similar industrial uses, and not negatively impact surrounding properties since the investment in the underutilized parcels will elevate the property's aesthetics. The project complies with site area, off-street parking, circulation, landscaping, building materials, and other applicable requirements. All improvements meet the BPMC requirements for the ML zone and propose a high-quality design that is consistent with similar commercial and industrial uses in the area. The exterior architectural design, building materials, colors, and finishes proposed for the existing buildings are in harmony with the surrounding area. Furthermore, the existing buildings and outdoor storage areas will be partially screened from public view due to the street grade separation on Western Avenue and the proposed landscaping.

In reviewing the applicant's request, staff reviewed the project business operations letter, submitted plans, and visited the property, and has determined the proposed use will not have a detrimental effect on the surrounding properties, as conditioned. The proposed project, as conditioned, is consistent with the goals and policies of the General Plan because a wholesale business with incidental outdoor storage within the Light Industrial Land Use designation will serve businesses and be compatible with the existing residential and industrial uses, and intended character of the area. The proposal, as conditioned, will not create a use inconsistent with established and anticipated uses in the area due to required operating conditions, existing site and building design.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State of California Environmental Quality Act (CEQA) Guidelines, because the proposed wholesale use with incidental outdoor storage will be located and operated within the existing industrial buildings involving no expansion.

PUBLIC HEARING NOTIFICATION:

Notice of the public hearing was posted at Buena Park City Hall, the Buena Park Library, and Ehlers Event Center on May 14, 2026; 56 public hearing notices were mailed to property owners located within 300 feet of the subject property on May 14, 2026. As of the publication of this report, no public comments have been submitted regarding the proposed action.

Attachments

[Att 1 Proposed Planning Commission Resolution for Conditional Use Permit No. CU-26-3.pdf](#)

[Att 2 CU-26-3 Development Plans dated RECEIVED APRIL 23 2026.pdf](#)

[Att 3 Project Narrative Letter dated RECEIVED APRIL 1 2026.pdf](#)

[Att 4 Vicinity Map.pdf](#)

RESOLUTION NO.
CONDITIONAL USE PERMIT NO. CU-26-3

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK APPROVING A REQUEST TO ALLOW FOR THE ESTABLISHMENT AND OPERATION OF A WHOLESALE CONSTRUCTION SUPPLY BUSINESS WITH INCIDENTAL OUTDOOR STORAGE AND ASSOCIATED ON- AND OFF-SITE IMPROVEMENTS AT 6291 WESTERN AVENUE WITHIN THE ML (LIGHT INDUSTRIAL) ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Mike Grannis, of Catalina Partners Corp, 1815 Via El Prado, Suite 300, Redondo Beach, CA 90277, on behalf of the property owner Fit Kit INC, 200 SW 1st Avenue, 14th Floor, Fort Lauderdale, Florida 33301, has filed an application to allow the establishment and operation of a wholesale construction supply business with incidental outdoor storage at an existing approximately 2.12 acre industrial site located at 6291 Western Avenue, Buena Park, California, 90621 (APNs: 276-202-05, -06, -22, -23) in the County of Orange. Hereinafter in this Resolution, the Conditional Use Permit request is referred to as the "Application."

(ii) On May 27, 2026, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Planning Commission has reviewed and considered all components of the proposed Conditional Use Permit No. CU-26-3 and conducted its public hearing prior to adoption of this Resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby finds, determines, and resolves as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff report, verbal testimony, and the Conditional Use Permit No. CU-26-3 Development Plans stamped "RECEIVED APRIL 23 2026 PLANNING DIV," this Commission hereby specifically finds, determines, and resolves as follows:

Conditional Use Permit

a. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.

FACT: The proposed wholesale business with incidental outdoor storage is a conditionally permitted use within the (ML) Light Industrial zone, and as conditioned, will meet all applicable requirements of the General Plan and Zoning Ordinance, and other laws. The proposal will comply with site area, building setbacks, floor area, off-street parking, circulation, landscaping, building materials, and all other applicable requirements.

b. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors, to accommodate the proposed use.

FACT: The site area will be adequate in size, shape, topography, location, utilities and other factors to accommodate a wholesale business with outdoor storage. Aside from the ramp down from Western Avenue, the site is relatively flat and can accommodate the wholesale business with outdoor storage along with the required on- and off-site improvements.

c. **FINDING:** Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: The project will take primary access from an existing 30-foot-wide driveway along Western Avenue and secondary access from an existing 25-foot wide driveway along Burnham Avenue. Western Avenue is considered a Secondary Arterial in the City's Mobility Element, within the General Plan. A Secondary is a four-lane undivided (without a median) roadway with a typical right-of-way width of 80 feet. The roadway width from curb-to-curb is 64 feet. Burnham Avenue is a Commuter Arterial/Local Street which is a two-lane arterial that is low speed, low volume and facility. Local streets primarily provide direct access to adjacent land uses and collect and distribute traffic to and from secondary arterials. As such, adequate street access and traffic capacity are available to serve the proposed wholesale business as well as the existing and anticipated development in the surrounding area.

d. **FINDING:** Adequate utilities and public services will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: Adequate utilities and public services will be available, as conditioned, to serve the use, as well as, existing and anticipated development in the surrounding area. The Site is fully served by utilities and meets the City standards for public services and utilities to the serve the Site.

e. **FINDING:** The use and development will be compatible with the intended character of the area.

FACT: The proposed wholesale use with incidental outdoor storage will be compatible with the intended character of the area and not negatively impact surrounding properties since the investment in the underutilized property with a vacant building will elevate the property's aesthetics. All improvements meet the Buena Park Municipal Code requirements for the ML zone and propose a high-quality design that is consistent with similar industrial uses, and complements the design of the surrounding neighborhood. The existing buildings onsite are in reasonable harmony with the architectural character of the surrounding area. All the building materials, colors, and finishes proposed for the development are in harmony with the surrounding area. As conditioned, the proposed wholesale business with incidental outdoor storage will enhance the visual integrity of the subject property as well as the surrounding area.

f. **FINDING:** Any criteria set forth elsewhere in this Title for the approval, the specific use and development will be satisfied.

FACT: Pursuant to the Buena Park Municipal Code (BPMC) Section 19.512.010 (Uses Permitted), wholesale use within 330 feet of residential zones requires approval of a Conditional Use Permit. Outdoor storage, other than a contractor's storage facility is permitted as an incidental use only, and as such only permitted if included within the terms of the Conditional Use Permit. As conditioned, the proposed wholesale business with incidental outdoor storage will complement the surrounding area and all the criteria set forth elsewhere in this Title for approval will be satisfied.

g. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

FACT: Any adverse effects that may come from the wholesale business use with incidental outdoor storage at this site are justified and fully balanced by offsetting benefits to the public interest. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

3. The Planning Commission hereby finds and determines that the application, as identified above in this Resolution, is Categorical Exempt from the requirements of the California Environmental Quality Act (CEQA) of 1970, as amended, and

the Guidelines promulgated thereunder pursuant to Section 15301 (Existing Facilities) Class 1 of the State of California Environmental Quality Act (CEQA) Guidelines, because the proposed wholesale use with incidental outdoor storage will be located and operated within the existing industrial buildings involving no expansion.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, the Planning Commission hereby approves Conditional Use Permit No. CU-26-3 development plans stamped "RECEIVED APRIL 23 2026 PLANNING DIV," as modified herein and the following conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

PUBLIC WORKS DEPARTMENT:

1. Prior to issuance of building permits, permit applicant shall submit plans that include spot elevations and sidewalk cross slope percentages for the existing driveways along Burnham Avenue, 8th Street, and Western Avenue. Driveways shall be upgraded, as necessary, to comply with ADA access requirements.
2. The proposed pedestrian walkway leading from the intersection of 8th Street and Western Avenue to the subject property shall be upgraded, as necessary, to comply with ADA access requirements.

ORANGE COUNTY FIRE AUTHORITY (OCFA):

1. Design Review: Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. The development review does not imply or express approvals on any subsequent plan submittal.
2. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority (OCFA) for review. Approval shall be obtained on each plan prior to the event specified.
 - a. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if the grading permit is not required:
 - i. Submittal of a Fire Master Plan (service code PR145)
 - ii. Map Review (A Map) (service code PR110) Map must show recorded emergency vehicle access easement or lot merger.
3. Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map prior to approval of the fire master plan.

POLICE DEPARTMENT:

1. Security lighting shall be installed along the north wall of the industrial office building. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties and public rights-of-way.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
4. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
5. Alterations to existing buildings shall provide accessible path of travel from the public right of way and accessible parking to the building entrance. An accessible path of travel shall connect accessible building, accessible facilities, accessible elements and accessible spaces that are on the same site (Including trash enclosure).
6. Accessible restrooms shall be provided at all buildings.

PLANNING DIVISION:

1. This approval shall be for the establishment and operation of a wholesale construction supply business with incidental outdoor storage and associated on- and off- site improvements on a property comprised of four (4) parcels containing approximately 2.12 acres, at 6291 Western Avenue (APNs: 276-202-05, -06, 22, 23) in substantial compliance with Conditional Use Permit No. CU-26-3 Development Plans dated "RECEIVED APRIL 23 2026 PLANNING DIV," and as conditioned herein.
2. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
3. Any appreciable modifications, including but not limited to conditions of approval shall require the approval of the Planning Commission. Minor modifications may be reviewed and approved by the Director of Community and Economic Development Department.
4. All previous conditions of approval contained in Conditional Use Permit Nos. CU-871 (Resolution No. 2835), CU-871 Mod 1 (Resolution No. 3880), CU-1293 (Resolution No. 5080), CU04-00002 (Resolution No. 5279), CU-04-039 (Resolution No. 5359), CU05-

006 (Resolution No. 5426), and MCU18-31309 (Resolution No. 6116) shall be superseded and replaced by the conditions of approval herein.

5. A reciprocal access and parking agreement shall be recorded on the subject properties for the shared access, parking, and trash.
6. The locations and dimensions of the proposed outdoor storage areas shall be limited to those shown on the conceptual plans stamped "RECEIVED APRIL 23 2026 PLANNING DIV" Any modification to the locations and dimensions of outdoor storage areas shall require prior Planning Division approval.
7. The items stored in outdoor storage areas shall be limited to those building materials sold by the wholesale construction supply business. Items stored outdoors shall not exceed a maximum height of 8 feet and shall at all times be screened from public view in accordance with Buena Park Municipal Code Section 19.524.020 (Outdoor Storage).
8. All outdoor storage activities shall be operated and maintained so as not to be hazardous, obnoxious, or offensive due to air pollution, odor, dust, smoke, gas, water pollution, noise, vibration, illumination, glare, electromagnetic disturbance or other radiation, or similar effects detrimental to public health, safety, and welfare. All federal, state, and local laws and regulations concerning environmental protection shall be complied with.
9. The operation of the facility shall comply with exterior noise level requirements as specified in the City's Noise Ordinance. Noise levels from all activities on site, including vehicle back up alarms, shall not exceed those noise levels as stated in Chapter 8.28 Noise of the BPMC, as measured at the property line.
10. Upon establishment of the wholesale construction supply business with incidental outdoor storage, should the use create any nuisance related to noise or vibration at any time for neighboring uses, properties, or individuals, the operator of the use shall take any and all reasonable actions to terminate the nuisance, including but not limited to altering the operating hours to the satisfaction of the Director of Community and Economic Development Department.
11. Exterior speaker systems shall not be permitted.
12. Signage shall be installed that indicates that vehicle engines shall be shut off during loading and unloading.
13. The applicant and/or property owner shall be responsible for maintaining the buildings signs, lighting, landscaping, and all improvements in good working order and graffiti free at all times. Any accumulation of trash, weeds, or debris on the property shall be removed immediately so as to not present a public nuisance.
14. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted conceptual plans stamped "RECEIVED APRIL 23 2026 PLANNING DIV." All construction drawings submitted for the development shall include

sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Specifications and samples of the following shall be submitted to the Planning Division for review and approval prior to issuance of building permits:

- a. Paint colors for all buildings
- b. Window and door trims
- c. Enhanced building mounted light fixtures
- d. All fences, walls, and gates

Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.

15. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits. The applicant shall demonstrate that proposed building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.
16. Any new walls, fencing, and gates shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.528 (Development Standards – Fences, Walls, Hedges, and Berms) and shall require separate fence and wall permit approval by the Planning Division, and other agencies as necessary.
17. Signs shown on the plans are not part of this approval, and all future signs shall require a separate review and sign permit approval in compliance with the City of Buena Park Zoning Ordinance.
18. An electronic version of detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to issuance of Certificate of Occupancy. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 (Water Efficient Landscaping) of the Buena Park Municipal Code.
19. A combination of plants and mature trees of a minimum 15 gallon or 24-inch box size shall be planted within the landscape areas located along the west, east and north property lines to provide adequate visual screening from the public right of way areas.
20. The planting of trees and shrubs shall have plant material selected and planting methods used which are suitable for the soil and climatic conditions of the site. The proposed trees shall include a mixture of minimum 15-gallon and 24-inch box mature

trees. The tree spacing shall be no greater than the normal spread of the mature species but in no case greater than 20 feet from center to center. If the bottom line of foliage is above the fence line, additional lower growing shrubs or trees shall be interspersed to provide a continuous visual screen. The tree species shall provide such continuous screening within five years.

21. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It is the applicant's responsibility that this is also shown on the Water Quality Management Plans as well.
22. Building and site lighting shall be decorative to complement the architectural design of the building. Plans submitted for plan check shall include a complete photometric plan to illustrate the equivalent of one (1) foot candle minimum shall be provided throughout the project site including the parking and landscaped areas. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties and public rights-of-way. Final location and design of light standards and wall light fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.
23. In all angle parking stalls (including ninety-degree parking) facing the perimeter of a parking area, individual concrete wheelstops or a six-inch high poured-in-place concrete curb shall be provided, located three feet inside the front boundary of the stalls.
24. All parking areas and driveways shall be paved and striped in compliance with BPMC Section 19.536.060 (Parking Dimensions and Layout) and Section 19.536.070 (Parking Improvements), and as shown on the approved plan. All parking areas shall be striped with single or double white lines separating stalls. For double lines, a minimum 4-inch-wide stripes and a minimum 8-inch separation shall be provided. Installation of speed bumps shall not be permitted within required fire lanes, access drive aisle and driveway of the proposed project. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
25. A separate trash enclosure review and approval by the Planning Division is required for the trash enclosure location, capacity, and design. The new trash enclosure shall be designed to accommodate bins for organic, recycling, and trash per Buena Park Municipal Code (BPMC) Section 19.524.010 (Trash Storage Facilities). A building permit will be required prior to modifying the existing trash enclosure. A building permit for construction of the trash enclosure shall be obtained within six (6) months of the expiration of the appeal period and thereafter diligently advanced until completion of the structure.
26. In accordance with Buena Park Municipal Code (BPMC) Section 19.536.020 (Vision Clearance Area), no structures, fencing/walls, trees, shrubs, signs, or other obstruction to sight between two (2') feet and seven (7') feet above the established street grade

shall be located within the vision clearance area on either side of any driveway. The vision clearance areas are the triangular areas on each side of the driveway measuring fifteen feet along the street property line and fifteen feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line.

27. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening.
28. All roof-mounted mechanical equipment shall not be visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.544.020 (Visual Screening of Mechanical Equipment).
29. An anti-graffiti coating shall be applied to the exterior walls of all structures which abut the railroad corridor. All graffiti on the site shall be removed within 24 hours of its occurrence.
30. The construction authorized by the Conditional Use Permit shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.
31. The Community and Economic Development Department may, from time to time, conduct a review of this Conditional Use Permit to ascertain compliance with the herein-stated conditions of approval. Any noncompliance with the conditions of approval shall be immediately referred to the Planning Commission for possible action.
32. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).
33. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.
34. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.
35. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.
36. The applicant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any

and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

PASSED AND ADOPTED this 27th day of May 2026 by the following called vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

ABSTAINED: COMMISSIONER:

Mirvette Judeh
Chair

ATTEST:

Harald Luna
Planning Manager

Resolution No.
Conditional Use Permit No. CU-26-3
May 27, 2026

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Conditional Use Permit No. CU-26-3 and do agree that I/We shall conform with and abide by all such conditions.

Date: _____

Printed Name and Signature
Owner / Applicant

DRAFT

QXO BUENA PARK

6291 WESTERN AVE,
BUENA PARK, CA 90621

SITE PLAN REVIEW - 04.22.2026

PROJECT DIRECTORY

OWNER/CLIENT

FIT KIT, INC. C/O AUTONATION, INC.
200 SW 1ST AVE. 14TH FLR
FORT LAUDERDALE, FL 33301

TEL: 954.769.7134
CONTACT:
EMAIL:

ARCHITECT

DELAWIE
3293 PACIFIC AVE.
LONG BEACH, CA 90807

TEL: 562.279.0050
CONTACT: MATTHEW SIMON
EMAIL: MSIMON@DELAWIE.COM

DEVELOPER

CATALINA PARTNERS
1815 VIA EL PRADO #300
REDONDO BEACH, CA

TEL: 310.567.1650
CONTACT: MIKE GRANNIS
EMAIL: MIKE@CGNATIONAL.COM

PROJECT SHEET INDEX

SHEET NUMBER	SHEET NAME	SHEET ISSUE DATE
GENERAL		
G-001	COVER SHEET	-
CIVIL		
CG-1	CONCEPTUAL GRADING	-
LANDSCAPE		
LD101	LANDSCAPE SITE PLAN	-
LD102	IRRIGATION SITE PLAN	-
FIRE		
SHEET 1	OCFA FIRE MASTER PLAN	-
ARCHITECTURAL		
AS101	DEMO SITE PLAN	-
AS102	ARCHITECTURAL SITE PLAN	-
AS104	EXTERIOR ELEVATIONS	-
AS105	EXTERIOR ELEVATIONS	-
AS106	SITE PLAN - EXTERIOR VIEW	-
AS107	ENLARGED SITE IMPROVEMENTS	-
A-101	EXISTNG OFFICE FLOOR PLAN	-

SHEET COUNT

DISCIPLINE	COUNT
GENERAL	1
CIVIL	1
LANDSCAPE	2
FIRE	1
ARCHITECTURAL	7
GRAND TOTAL	12

DEFERRED APPROVALS

ANY ITEMS NOT SUBMITTED WITH THE CONTRACT DOCUMENTS FOR PLAN CHECK, AND THAT REQUIRE THE APPROVAL BY THE AUTHORITIES HAVING JURISDICTION SHALL BE CONSIDERED "DEFERRED APPROVALS" AND SHALL COMPLY WITH THE FOLLOWING:

107.3.4.2 Deferred submittals:
The deferred submittals here to listed on the construction documents are presented for the review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the building official. [OSHPD 1, 2, & 4] *Deferred submittals shall be in accordance with Title 24, Part 1, Chapter 7 Section 7-126.*

Deferred Aprovals:

BUILDING CODE DATA

TYPE OF CONSTRUCTION	III-B
EXISTING BUILDING HEIGHTS	(E) OFFICE: 13' - 0" (E) WAREHOUSE 1: 20' - 0" (E) WAREHOUSE 2: 18' - 8"
EXISTING BUILDING AREAS	(E) OFFICE: 758 SF WAREHOUSE: 6,539 SF WAREHOUSE: 4,465 SF
OCCUPANT LOAD	REFER TO EGRESS PLANS FOR TABULATION

NEW AND REPLACEMENT IMPERVIOUS SURFACE AREA SUMMARY

TYPE OF IMPERVIOUS SURFACE	SURFACE AREA (SF)
IMPERMEABLE AREA DEMOLISHED	6,700 SF
PERMEABLE/ LANDSCAPE AREA CREATED	1,800 SF
TOTAL	4,900 SF

PROJECT SUMMARY

SCOPE OF WORK CONSISTS OF THE REDEVELOPMENT OF THE EXISTING INDUSTRIAL SITE FOR A NEW WHOLESALE CONSTRUCTION SUPPLY BUSINESS WITH INCIDENTAL OUTDOOR STORAGE.

- (3) NEW OUTDOOR STORAGE AREAS.
- PARKING LOT RESTRIPE WITH SLURRY SEAL
- EXISTING ROOF REPAIR
- NEW INTERIOR AND EXTERIOR PAINT
- MECHANICAL REPLACEMENTS
- UPGRADE EXISTING ADA RESTROOMS TO MEET MINIMUM REQUIREMENTS
- DEMOLITION OF AN EXISTING 5,998 SF BUILDING.

NOTE: THIS FACILITY IS TO BE UTILIZED SOLELY AS A DISTRIBUTION CENTER. NO MANUFACTURING OR ASSEMBLY OF ANY KIND WILL TAKE PLACE. PLEASE REFER TO SHEEY AS102 FOR LIST OF PRODUCTS THAT WILL BE STORED AT THIS FACILITY.

APPLICABLE CODES

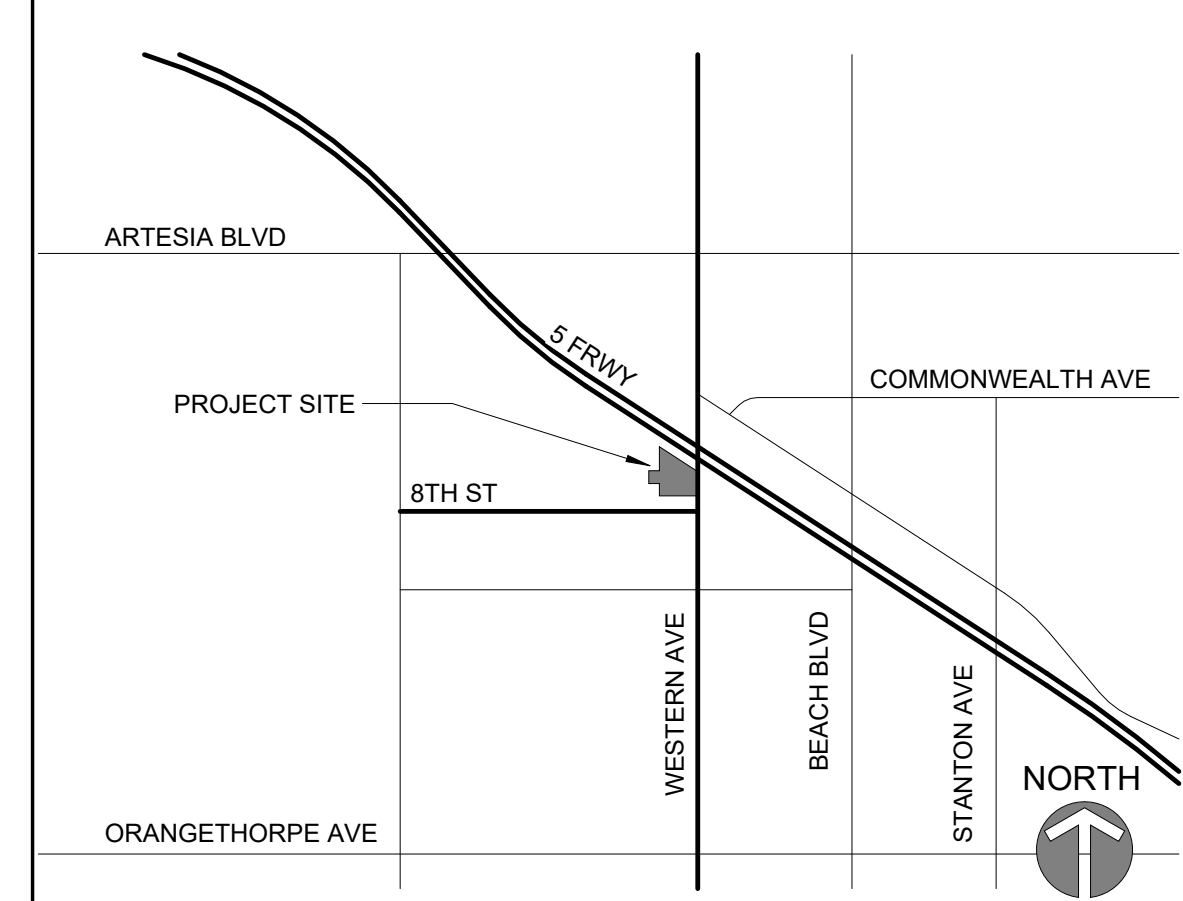
APPLICABLE CODES & STANDARDS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- TITLE 24, PART 1, 2022 BUILDING STANDARDS ADMIN. CODE
- TITLE 24, PART 2, 2022 CALIFORNIA BUILDING CODE (CBC)
- TITLE 24, PART 3, 2022 CALIFORNIA ELECTRICAL CODE
- TITLE 24, PART 4, 2022 CALIFORNIA MECHANICAL CODE
- TITLE 24, PART 5, 2022 CALIFORNIA PLUMBING CODE
- TITLE 24, PART 6, 2022 CALIFORNIA ENERGY CODE
- TITLE 24, PART 9, 2022 CALIFORNIA FIRE CODE
- TITLE 24, PART 11, 2022 CALIFORNIA GREEN BUILDING STANDARDS
- TITLE 19, PUBLIC SAFETY, STATE FIRE MARSHAL
- AMERICAN WITH DISABILITIES ACT (ADA) LATEST EDITION
- CITY OF BUENA PARK MUNICIPAL CODE

PROJECT DATA

ADDRESS:	6291 WESTERN AVE. BUENA PARK, CA 90621
APN:	276-202-23 39,965 SF (PER ASSESSOR) 276-202-21 39,173 SF (PER ASSESSOR) 276-202-06 6,476 SF (PER ASSESSOR) 276-202-05 6,874 SF (PER ASSESSOR)
TOTAL SITE AREA:	92,488 SF
LEGAL DESCRIPTION:	N TR 481 BLK A LOT 18 TR 481 LOT 18 BLK A POR OF LOT N TR 481 BLK A LOT 12 & LOT 13
CODE ENFORCEMENT JURISDICTION:	CITY OF BUENA PARK
EXISTING USE:	B, S-1
ZONING INFO:	ML - LIGHT INDUSTRIAL OVERLAY: BOZ

VICINITY MAP



QXO BUENA PARK

6291 WESTERN AVE.
BUENA PARK, CA 90621

PROJ. NO. 25297PLA

REV NO.	DATE ISSUED	REASON
1	12.04.25	PRELIM REV1

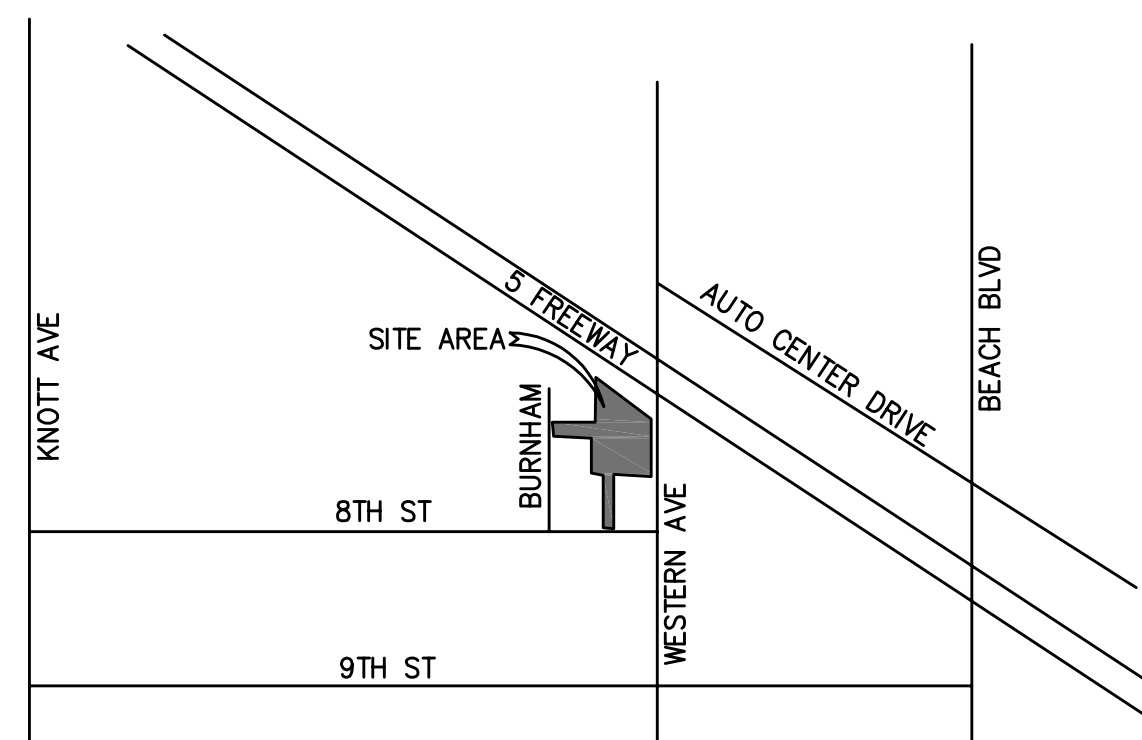
04.22.2026
SITE PLAN REVIEW

Sheet Title
COVER SHEET

G-001

RECEIVED
APR 23 2026
PLANNING DIV
CU-26-3

CONCEPTUAL GRADING 6291 WESTERN AVE.



VICINITY MAP

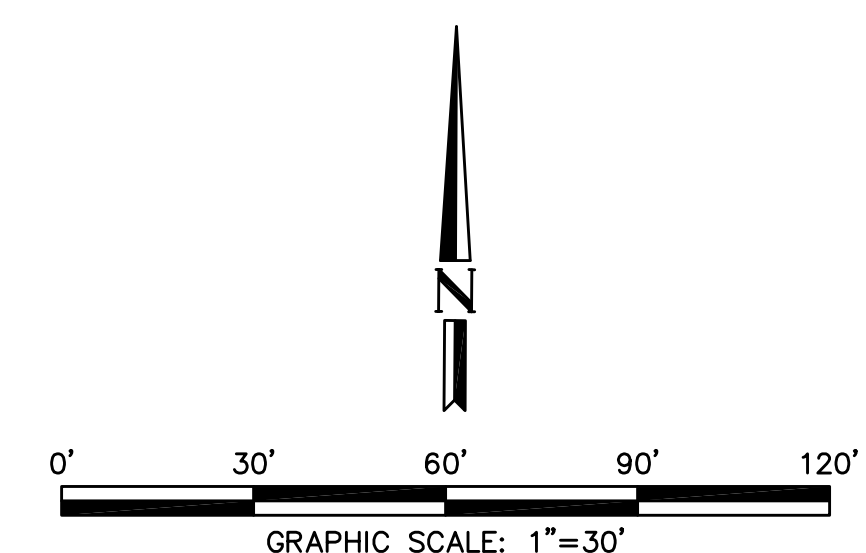
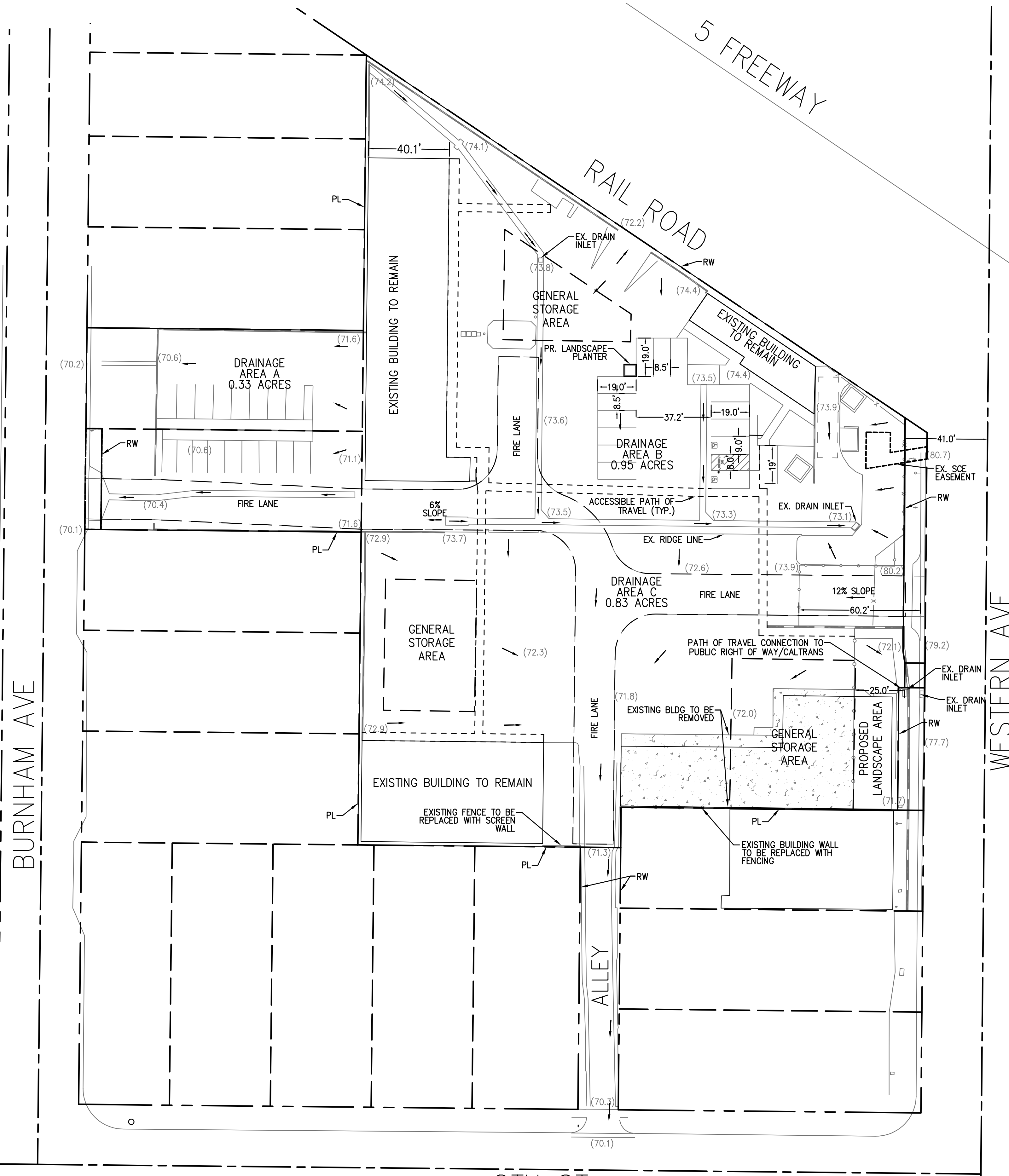
- DISTURBED AREA SUMMARY:**
- 6,740 SF OF IMPERMEABLE AREA DEMOLISHED
 - 1,840 SF OF PERMEABLE/LANDSCAPE AREA CREATED
 - 4,900 SF OF IMPERMEABLE AREA CREATED

TOTAL SF OF IMPERMEABLE TO IMPERMEABLE AREA FOR STORMWATER MITIGATION PURPOSES 4,900 SF

LEGEND:

- ACCESSIBLE PATH OF TRAVEL - - - - -
- FIRE LANE - - - - -
- SURFACE FLOW DIRECTION - - - - -

- DRAINAGE NOTE:**
- EXISTING SITE (AFTER DEDICATIONS) - 2.11 ACRES
 - DRAINAGE AREA A (EAST SIDE) - SURFACE FLOW TO BURNHAM AVE
 - DRAINAGE AREA B (NORTH SIDE) - SURFACE FLOW TO EXISTING ON-SITE INLETS THAT DISCHARGE TO CALTRANS CATCH BASIN ALONG WESTERN AVE.
 - DRAINAGE AREA C (SOUTH SIDE) - SURFACE FLOW TO PUBLIC ALLEY



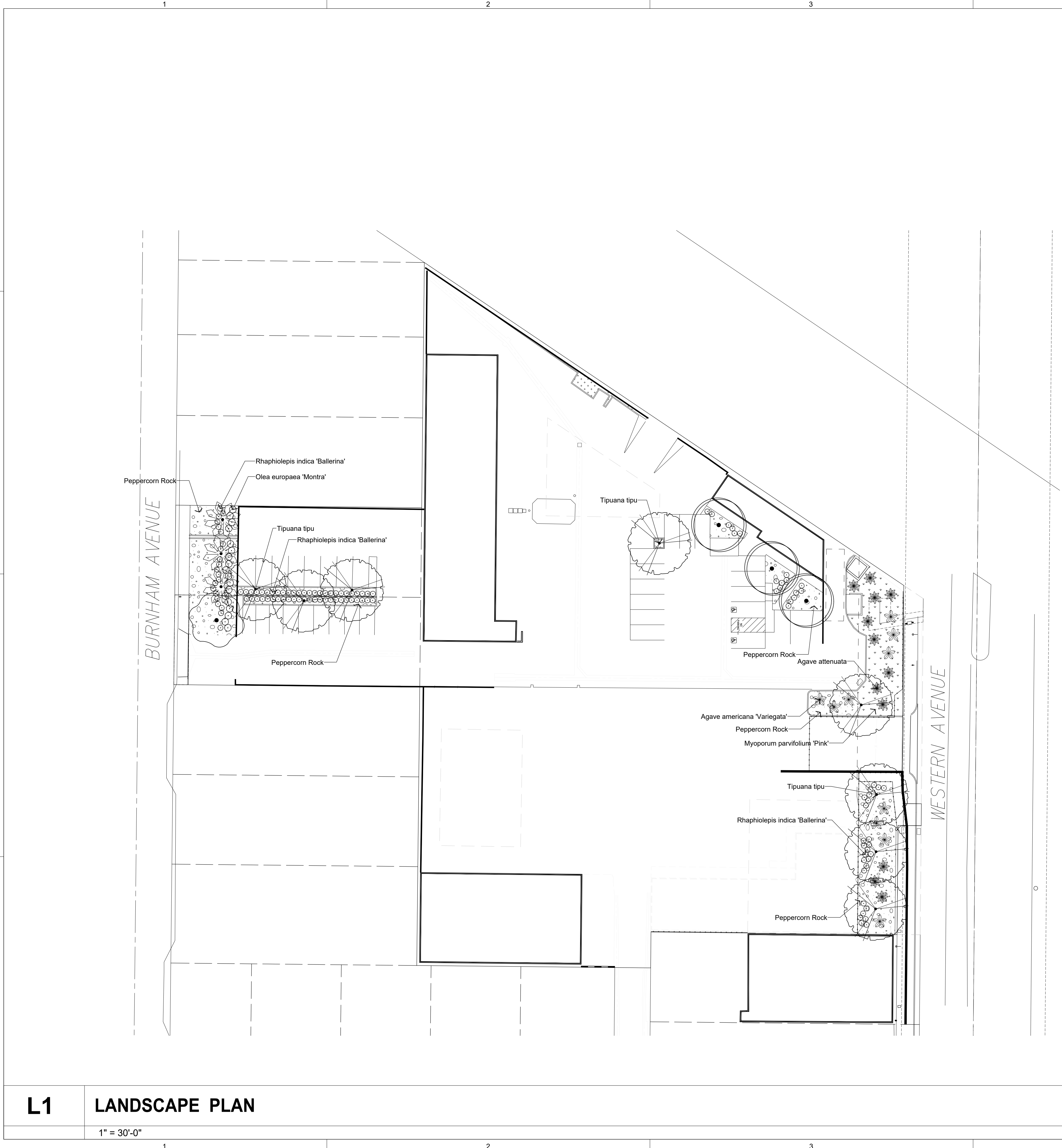
REVISIONS					REFERENCES	
NO.	DATE	BY	DESCRIPTION	APPR. DATE		



REVIEWED BY CITY STAFF			PREPARED UNDER THE SUPERVISION OF:	
ENGINEERING	INITIAL	DATE	RECOMMENDED:	DATE
TRAFFIC				
UTILITIES				
STREET				
INSPECTION				

CITY OF BUENA PARK 6291 WESTERN AVE CONCEPTUAL GRADING		DRAWING NO. CG-1
DEPARTMENT OF PUBLIC WORKS		SHEET 1 OF 1

2/19/2026 1:39:47 PM
 ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATION FROM THE DRAWINGS OR ACCOMPANYING SPECIFICATION WITHOUT THE EXPRESSED CONSENT OF THE LANDSCAPE ARCHITECT.



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	WUCOLS
--------	-----	-------------------------	------	--------

TREES

	1	Ficus benjamina / Weeping Fig	Existing to Remain	
	3	Ficus nitida / Weeping Fig	Existing to Remain	
	3	Syagrus pseudococos / Syagrus Palm	Existing to Remain	
	8	Tipuana tipu / Tipu Tree	24" Box	L 10-30%

SHRUBS

	10	Agave americana 'Variegata' / Variegated Century Plant	15 Gal	L 10-30%
	12	Agave attenuata / Foxtail Agave	15 Gal	L 10-30%
	18	Olea europaea 'Montra' / Little Ollie® Olive	5 Gal	L 10-30%
	116	Rhamphiolepis indica 'Ballerina' / Ballerina Indian Hawthorn	5 Gal	L 10-30%

GROUND COVERS

	1,423 sf	Myoporium parvifolium 'Pink' / Pink Trailing Myoporium	Flats	9" o.c.
--	----------	--	-------	---------

EXISTING LANDSCAPE SCHEDULE

SYMBOL	DESCRIPTION	QTY
	Existing Landscape to Remain.	148 sf

NON-LIVING GROUND COVER SCHEDULE

SYMBOL	DESCRIPTION	QTY
	Peppercorn 1/2 to 1 inch rock. 1" layer over weed barrier.	5,403 sf

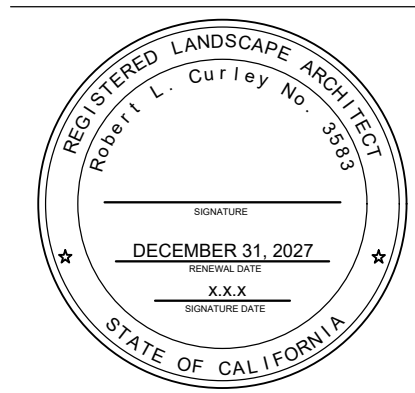
MWEO PARKING SHADE

DESCRIPTION	QTY
Parking Area to be Shaded	4,834 sf
Tree Shade	2,539 sf 52%

MWEO STATEMENT:

I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package.

Robert L. Curley, RLA 3583



QXO BUENA PARK

6291 WESTERN AVE.
 BUENA PARK, CA 90621

PROJ. NO. 26-10845

REV. NO.	DATE ISSUED	REASON

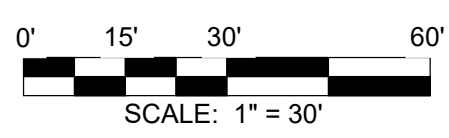
03.25.26
 SITE PLAN REVIEW

Sheet Title
LANDSCAPE SITE PLAN

LD101

L1 LANDSCAPE PLAN

1" = 30'-0"



2/19/2026 1:39:47 PM
 ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATION FROM THE DRAWINGS OR ACCOMPANYING SPECIFICATION WITHOUT THE EXPRESSED CONSENT OF THE LANDSCAPE ARCHITECT.

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
C1	Rain Bird XCZ-LF-100-PRF	1"	Drip Ring	0.8	20	0.02	6.03	26.0	38.1	0.98 in/h
C2	Rain Bird XCZ-PRB-100-COM	1"	Area for Dripline	6.7	20	0.35	8.7	29.1	45.9	0.34 in/h
C3	Rain Bird XCZ-LF-100-PRF	1"	Area for Drip Emitters	0.44	30	0.02	5.16	35.2	47.1	0.23 in/h
C4	Rain Bird XCZ-LF-100-PRF	1"	Drip Ring	0.6	20	0.01	5.55	25.6	37.6	0.98 in/h
C5	Rain Bird XCZ-LF-100-PRF	1"	Area for Drip Emitters	0.69	30	0.01	5.76	35.8	47.8	0.15 in/h

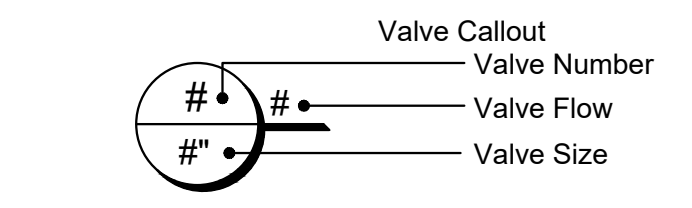
VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
A1	Rain Bird XCZ-LF-100-PRF	1"	Drip Ring	0.8	20	0.03	6.03	26.1	37.4	0.98 in/h
A2	Rain Bird XCZ-LF-100-PRF	1"	Area for Drip Emitters	1.87	30	0.07	7.2	37.3	48.9	0.25 in/h
A3	Rain Bird XCZ-LF-100-PRF	1"	Drip Ring	0.6	20	0.03	5.55	25.6	36.8	0.98 in/h

IRRIGATION SCHEDULE

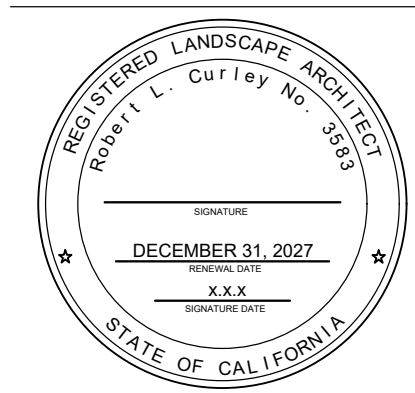
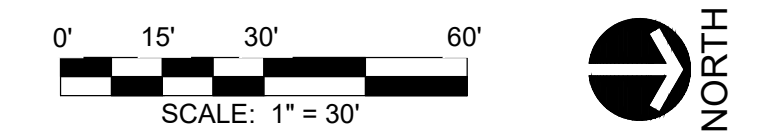
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
☒	Rain Bird XCZ-LF-100-PRF Low Flow Drip Control Kit, 1" Low Flow Valve, 3/4" Pressure Regulating RBY Filter, and 30psi Pressure Regulator. 0.2gpm-5gpm.	7	
☐	Rain Bird XCZ-PRB-100-COM Medium Plus Flow Drip Control Kit for Commercial Applications. 1" Ball Valve with 1" PESB Valve and 1" Pressure Regulating 40psi Quick-Check Basket Filter. 3gpm to 20gpm.	1	
Ⓟ	Rain Bird MDCFCAP Dripline Flush Valve cap in compression fitting coupler.	9	
Ⓐ	Rain Bird ARV050 1/2" Air Relief Valve, made of quality rust-proof materials, with a 6.0" drip valve box (SEB 7XB emitter box). Use with installation below soil. The valve will allow air to escape the pipeline, thus preventing water hammer or blockage.	1	
Ⓢ	Tree Drip Emitter Ring Xeri-Bug™ Emitters with Check Valve on UltraXP Poly Pipe	14	20
+	Area to Receive Drip Emitters Rain Bird Xeri-Bug XB-1032 Single outlet pressure compensating drip emitter install on Poly Flex Riser, 10-32 threaded inlet, Blue=0.5gph, Black=1.0gph, Red=2.0gph. Emitter Notes: 10PC1032 emitters (1 assigned to each 15 Gal plant) 10PC1032 emitters (1 assigned to each 5 Gal plant)	4,297 sf	30
▨	Area to Receive Dripline Rain Bird XFS-CV-04-18 XFS-CV Sub-Surface and On-Surface Landscape Dripline with a Heavy-Duty 4.3 psi Check Valve. 0.4 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Specify XF insert fittings.	1,500 lf	20

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
☒	Rain Bird 33DRC 3/4" Quick Coupler Valve, two piece body	3
☒	Nibco T-580-S6-R-66-LL Stainless steel ball valve shut off valve	2
Ⓜ1	Superior 3000 1" Normally Closed Brass Master Valve that Provides Dirty Water Protection and 3-Way Solenoid Design. Available in 1in., 1-1/4in., 1-1/2in., 2in., 2-1/2in. and 3in. sizes.	1
Ⓜ2	Superior 3000 1" Normally Closed Brass Master Valve that Provides Dirty Water Protection and 3-Way Solenoid Design. Available in 1in., 1-1/4in., 1-1/2in., 2in., 2-1/2in. and 3in. sizes.	1
Ⓟ1	Wilkins 375VSR-HRSC PRE-SET SERIES 1" Reduced Pressure Backflow Preventer with "Y" Stainer and PPressure Regulator High Range (HRSC) 15-150 PSI Inlet. Install in cage.	1
Ⓟ2	Wilkins 375VSR-HRSC PRE-SET SERIES 3/4" Reduced Pressure Backflow Preventer with "Y" Stainer and PPressure Regulator High Range (HRSC) 15-150 PSI Inlet. Install in cage.	1
Ⓐ	DIG Corporation LEIT 4004 Four Stations Operate with a master valve or pump start. Self-Contained Water Management Irrigation Controller that harnesses Solar as a power source. Sustainable.	1
Ⓒ	Rain Bird ESP8 8 Station Capable Commercial Controller. Mounted in a Rain Bird LXMM Metal Cabinet	1
ⓅS	Hunter HFS-100 Flow Sensor for use with ACC controller, 1in. Schedule 40 Sensor Body, 24 VAC, 2 amp.	2
Ⓜ1	Water Meter 1" Verify data with local water supplier. 70 PSI sttic assumed.	1
Ⓜ2	Water Meter 1" Verify data with local water supplier. 70 PSI sttic assumed.	1
—	Irrigation Lateral Line: PVC Schedule 40	650.6 lf
---	Irrigation Mainline: PVC Schedule 40	600.7 lf
---	Pipe Sleeve: PVC Schedule 40	99.3 lf



MWEO STATEMENT:
 I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package.

Robert L. Curley, RLA 3583



QXO BUENA PARK
 6291 WESTERN AVE.
 BUENA PARK, CA 90621

PROJ. NO.	26-10845
REV. NO.	DATE ISSUED REASON

03.25.26
 SITE PLAN REVIEW
 Sheet Title
IRRIGATION SITE PLAN

LD102

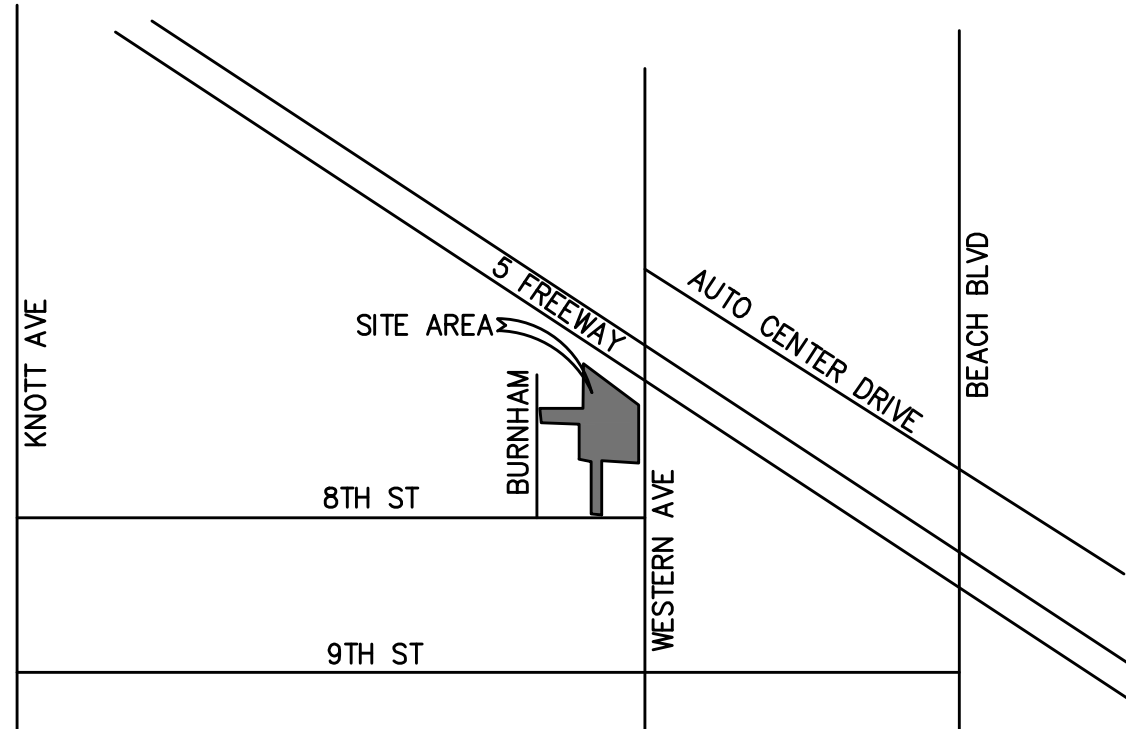
L2 IRRIGATION PLAN

1" = 30'-0"

ORANGE COUNTY FIRE AUTHORITY



FIRE MASTER PLAN



VICINITY MAP

OCFA STAMP

PROJECT INFORMATION REQUIREMENTS
 6291 WESTERN AVE, BUENA PARK
 TRACT 481 BLOCK A LOTS 12, 13 AND 18
 APNS 276-20-022, 023, 005 AND 006

DETAILED SCOPE OF WORK
 REMOVAL OF EXISTING 2 STORY BUILDING AT SOUTH EAST CORNER OF THE SITE,
 PROPOSED UNCOVERED STORAGE AREAS AND MINOR SITE IMPROVEMENTS AS
 REQUIRED BY THE CITY OF BUENA PARK

FLOOR AREAS
 EXISTING - 23,100 SF TOTAL (6,600 SF, 1,300 SF, 4,500 SF AND 10,700 SF)
 DEMOLISH - 10,700 SF
 NET AFTER PROJECT - 12,400 SF

SPRINKLERS
 NO BUILDING SPRINKLERS

APPLICABLE CODES
 2025 CALIFORNIA FIRE CODE
 2025 CALIFORNIA BUILDING CODE
 APPLICABLE NFPA STANDARDS
 OCFA GUIDELINES
 CONDITIONS OF APPROVAL - CITY OF BUENA PARK

DEFERRED SUBMITTALS
 NO DEFERRED SUBMITTALS

PREREQUISITE PLANS
 NO PREREQUISITE PLANS

STAKEHOLDERS
 BUILDING DEPARTMENT: CITY OF BUENA PARK
 GRADING PERMIT NUMBER:
 BUILDING PERMIT NUMBER:

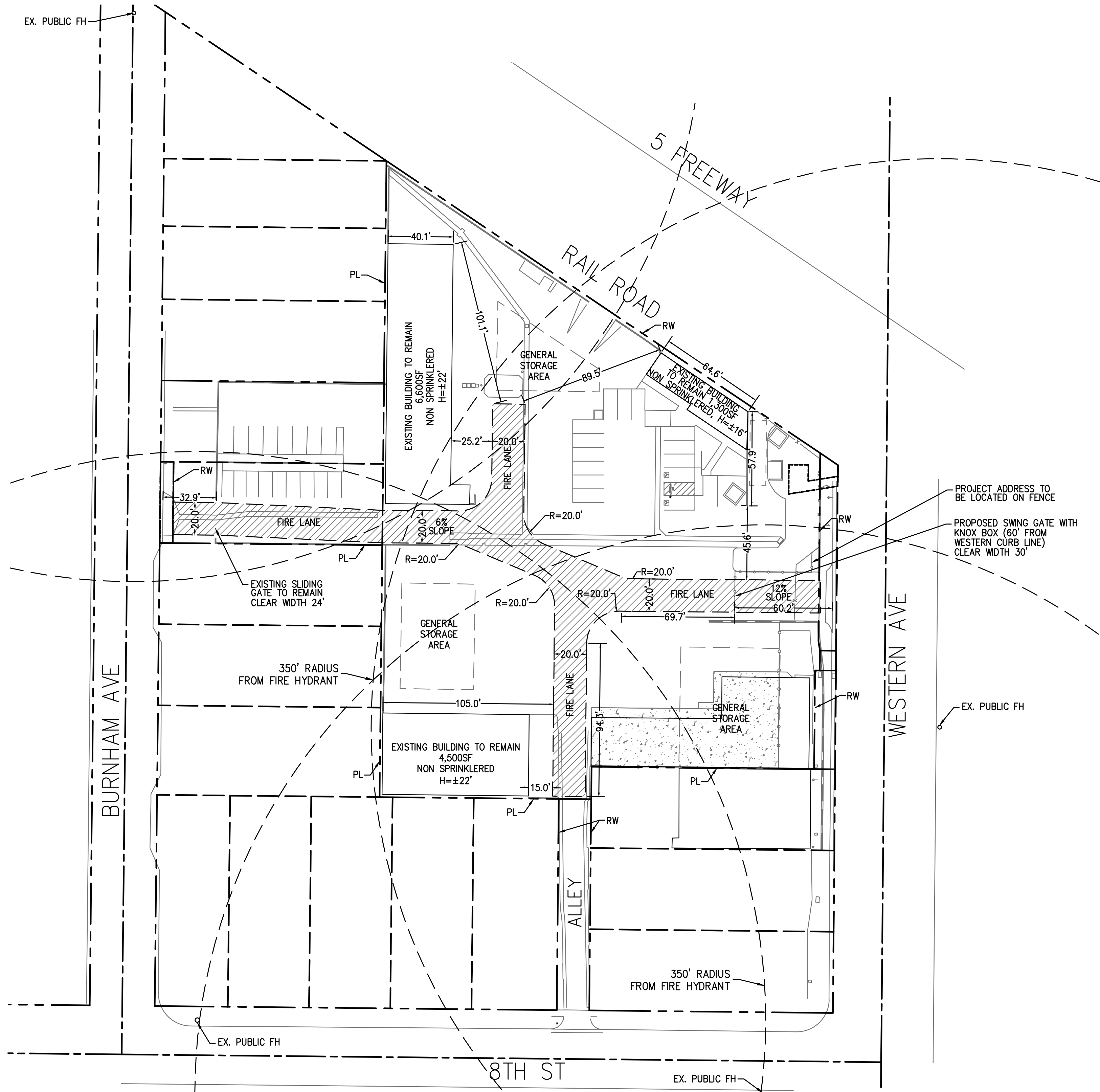
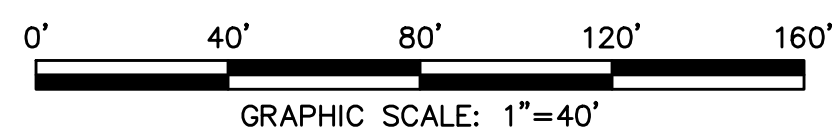
PROJECT DIRECTORY
 MATTHEW HELLESEN
 DRC ENGINEERING
 160 S OLD SPRINGS RD #210
 ANAHEIM HILLS, CA
 714-685-6860
 MHELLESEN@DRC-ENG.COM

PROPERTY OWNER

OCFA REQUIREMENTS

- OCFA SITE INSPECTIONS ARE REQUIRED FOR THIS PROJECT. PLEASE SCHEDULE ALL FIELD INSPECTIONS AT LEAST 72 HOURS IN ADVANCE. INSPECTIONS CANCELED AFTER 1 PM ON THE DAY BEFORE THE SCHEDULED DATE WILL BE SUBJECT TO A RE-INSPECTION FEE. CALL OCFA INSPECTION SCHEDULING AT 714-573-6150.
- FOR PROJECTS WITH A FUEL MODIFICATION, A VEGETATION CLEARANCE INSPECTION IS REQUIRED PRIOR TO A LUMBER DROP INSPECTION. USE THE FUEL MODIFICATION PLAN SERVICE REQUEST NUMBER TO SCHEDULE THE VEGETATION CLEARANCE INSPECTION.
- ACCESS ROADS AND HYDRANTS SHALL BE MAINTAINED AND REMAIN CLEAR OF OBSTRUCTIONS AT ALL TIMES DURING AND AFTER CONSTRUCTION. AREAS WHERE PARKING IS NOT PERMITTED SHALL BE CLEARLY IDENTIFIED AT ALL TIMES. OBSTRUCTION OF FIRE LANES AND HYDRANTS MAY RESULT IN CANCELLATION OR SUSPENSION OF INSPECTIONS.
- THE PROJECT ADDRESS SHALL BE CLEARLY POSTED AND VISIBLE FROM THE PUBLIC ROAD DURING CONSTRUCTION.
- ALL GATES IN CONSTRUCTION FENCING SHALL BE EQUIPPED WITH EITHER A KNOX BOX OR BREAKAWAY PADLOCK.
- ALL FIRE HYDRANTS SHALL HAVE A BLUE REFLECTIVE PAVEMENT MARKER INDICATING THEIR LOCATION PER THE OCFA STANDARD. ON PRIVATE PROPERTY MARKERS ARE TO MAINTAINED IN GOOD CONDITION BY THE PROPERTY OWNER.
- ADDRESS NUMBERS SHALL BE LOCATED AND BE OF A COLOR AND SIZE SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE ROADWAY FROM WHICH THE BUILDING IS ADDRESSED IN ACCORDANCE WITH OCFA GUIDELINE B-01.
- APPROVED ACCESS WALKWAYS SHALL BE PROVIDED TO ALL REQUIRED OPENINGS AND ALL RESCUE WINDOWS.
- APPROVAL OF THIS PLAN SHALL NOT BE CONSTRUED AS APPROVAL OF ANY INFORMATION OR PROJECT CONDITIONS OTHER THAN THOSE ITEMS AND REQUIREMENTS IDENTIFIED IN OCFA GUIDELINE B-01 AND RELATED PORTIONS OF THE 2025 CFC AND CBC. THIS PROJECT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS NOT STATED HEREIN UPON EXAMINATION OF ACTUAL SITE AND PROJECT CONDITIONS OR DISCLOSURE OF ADDITIONAL INFORMATION.

PROJECT SPECIFIC NOTES
 NOT APPLICABLE



DESIGNED	7	NO.	DATE
DRAWN	6	NO.	DATE
CHECKED	5	NO.	DATE
DATE	4	NO.	DATE
SCALE	3	NO.	DATE
	2	NO.	DATE
	1	NO.	DATE
		NO.	DATE

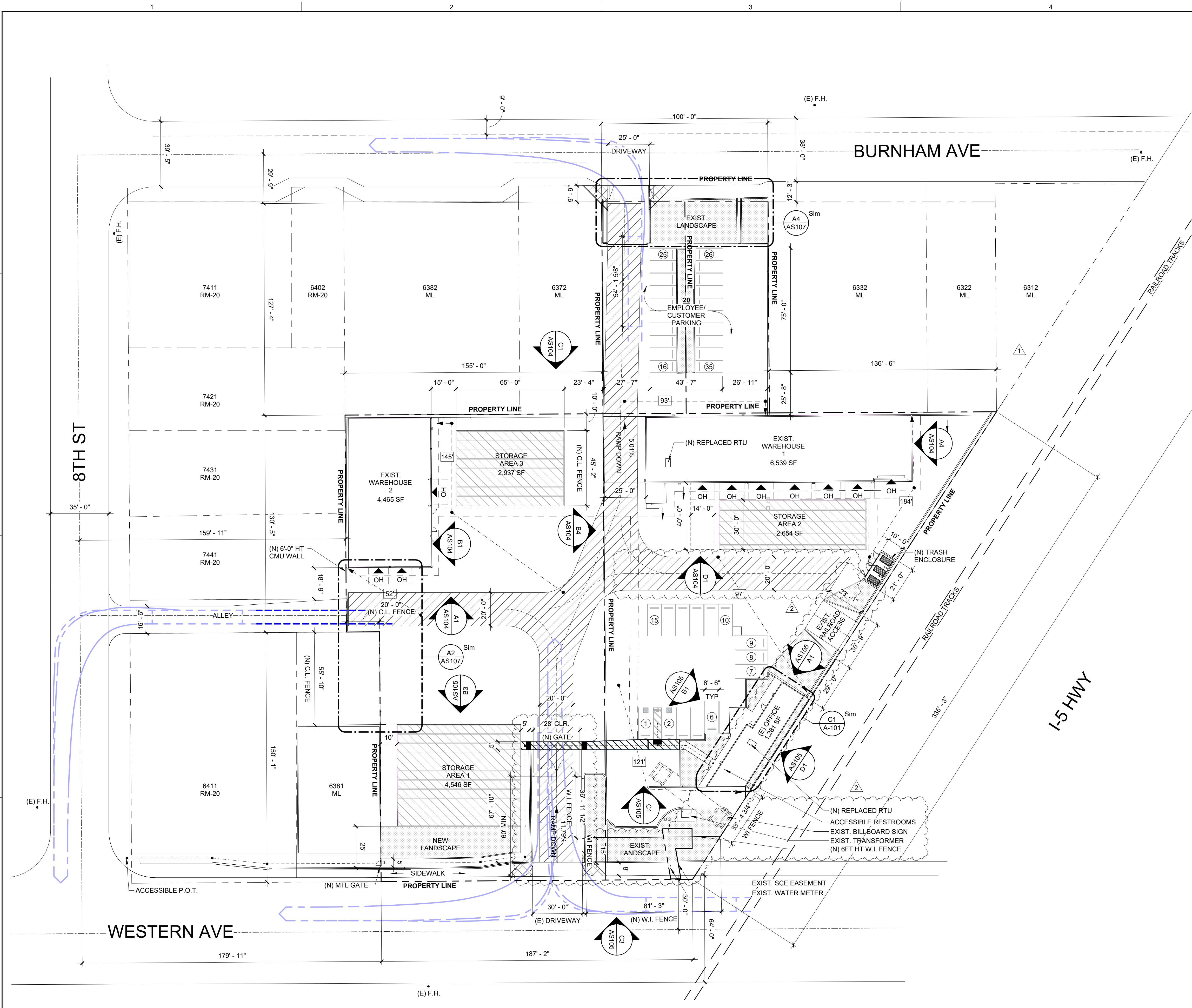
OCFA REVIEW AND INSPECTIONS (OCFA USE ONLY)
<input type="checkbox"/> NO OCFA REVIEW REQUIRED
<input type="checkbox"/> PLAN REVIEW ONLY
<input type="checkbox"/> PLAN REVIEW AND INSPECTION

PLANS PREPARED BY:
DRC Engineering, Inc.
 Civil Engineering/Land Surveying/Land Planning
 ENGINEER LICENSE NO. EXP. DATE

6291 WESTERN AVE, BUENA PARK
ORANGE COUNTY FIRE AUTHORITY
 COMMUNITY RISK REDUCTION - PLANNING AND DEVELOPMENT SECTION

SERVICE REQUEST NUMBER
SHEET 1

4/22/2026 5:19:54 PM
 ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT, AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATION FROM THE DRAWINGS OR ACCOMPANYING SPECIFICATION WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT.



SITE PLAN LEGEND

- ACCESSIBLE PATH OF TRAVEL
- PROPERTY LINE
- EXISTING WALL PACK LIGHTING
- FIRE ACCESS LANE
- VISION CLEARANCE AREA

- ### GENERAL NOTES
- ALL BLOCK FACES ADJACENT TO THE RAIL RIGHT-OF-WAY WILL REQUIRE ANTI-GRAFFITI TREATMENT.
 - FIREFIGHTER ACCESS TO THE STRUCTURE(S) MUST BE A MINIMUM OF 5' WIDE.
 - MEASURE FIRE LANE WIDTH FROM TOP OF CURB FACE FOR STANDARD VERTICAL CURBS OR FROM FLOW-LINE TO FLOW-LINE FOR ROLLED, RAMPED, OR OTHER CURB SHAPES.
 - SLOPE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 15% AND CROSS-SLOPE SHALL NOT EXCEED 2%.
 - ALL STRUCTURES SERVED BY FIRE LANES WITH A SLOPE GREATER THAN 10% SHALL BE PROTECTED WITH FIRE SPRINKLERS.
 - DEAD-END FIRE LANES IN EXCESS OF 150 FT ARE REQUIRED TO HAVE A TURNAROUND OR HAMMERHEAD WITHIN 150 FT OF THE MOST REMOTE END.
 - ALL SIGNAGE SHALL CONFORM TO DIVISION 9 SIGNAGE REGULATIONS AND SHALL REQUIRE SEPARATE PLANNING DIVISION REVIEW AND APPROVAL.

LEGEND - PARKING ANALYSIS

PARKING REQUIREMENT ANALYSIS
 *PER BUENA PARK MUNICIPAL CODE TABLE 19.536.040 & CBC TABLE 11B-208.2

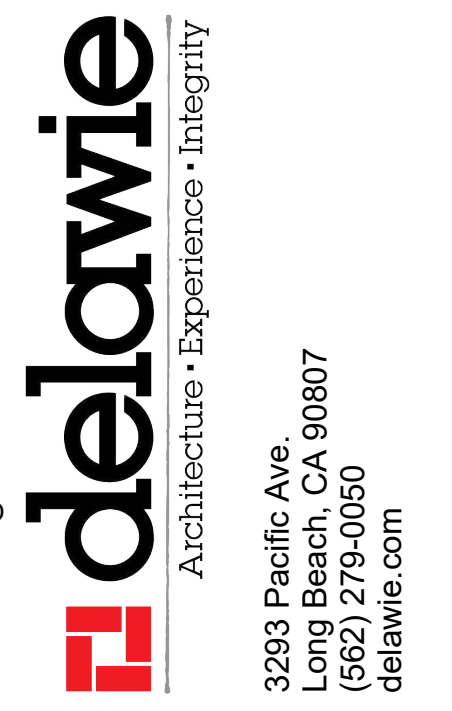
AREA BY TYPE (SF):

OFFICE:	1,281 SF
WAREHOUSE:	11,046 SF
OCCUPANTS CALCULATION: INDUSTRIAL	
# OF SPACES PER 1,000 SF GROSS FLOOR AREA	COMPUTED ON GROSS FLOOR AREA INCREMENT OF (IN SF)
3	FIRST 10,000
2	NEXT 40,000
1	NEXT 50,000
0.5	ABOVE 100,000

2 SPACES MINIMUM PER USE.
 UP TO 20% OF GROSS FLOOR AREA PER TENANT MAY BE IN RELATED OFFICE USE WITHOUT APPLYING DIFFERENT PARKING REQUIREMENT FOR OFFICES.

FIRST 10,000 SF:	3 : 1,000	(10,000 / 1,000) x (3) =	30
NEXT 2,327 SF:	2 : 1,000	(2,327 / 1,000) x (2) =	5
TOTAL:			35
STALLS REQUIRED:			
STANDARD:			33
ACCESSIBLE:			2
TOTAL:			35
STALLS PROVIDED:			
STANDARD:			33
ACCESSIBLE:			2
TOTAL:			35

- ### STORED PRODUCTS
- INTERIOR (WAREHOUSE)**
- ROOFING NAILS
 - ROOFING CAPS
 - METAL ROOFING VENTS
 - A. WHIRLYBIRD VENTS
 - B. METAL ROOF JACKS
 - METAL DRIP EDGE
 - UNIFIED STEEL, HIP AND RIDGE ATTACHMENTS
- EXTERIOR (YARD)**
- ROOF STARTER
 - 3-TAB ROOF SHINGLES
 - BULK DRIP EDGE
 - METAL, ORNAMENTAL EDGE, AND FLASHING
 - ROOFING ISO BOARD



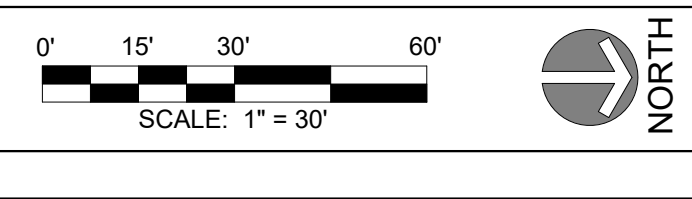
QXO BUENA PARK
 6291 WESTERN AVE.
 BUENA PARK, CA 90621

PROJ. NO. 25297PLA

REV NO.	DATE ISSUED	REASON
1	12.04.25	PRELIM REV1
2	04.20.26	PRELIM REV2

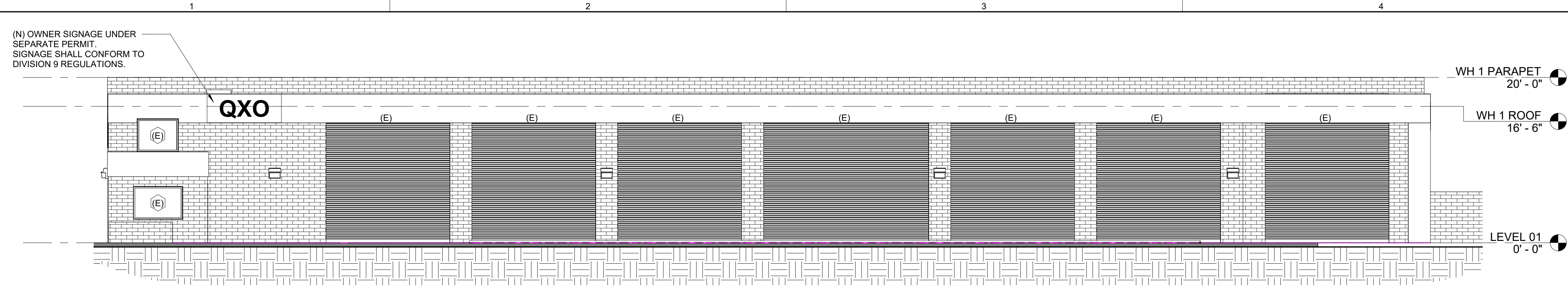
A1
 A1 / AS104

SITE PLAN
 1" = 30'-0"



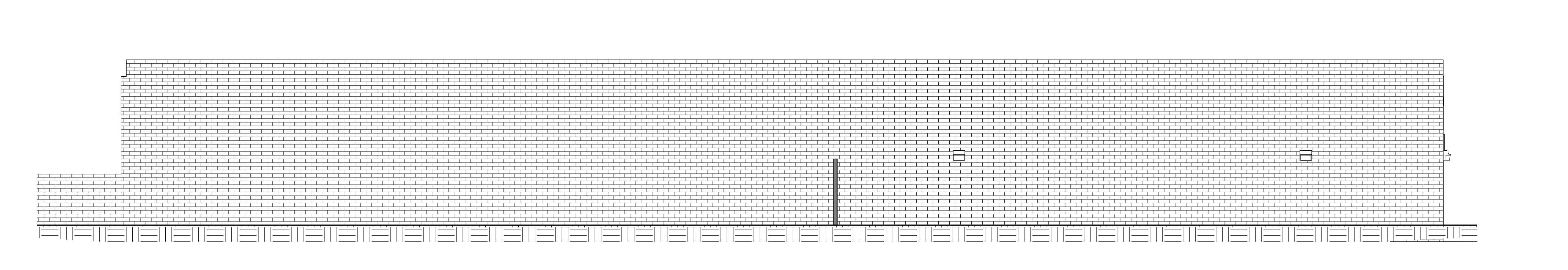
04.22.2026
 SITE PLAN REVIEW
 Sheet Title
ARCHITECTURAL SITE PLAN
AS102

4/22/2026 5:19:55 PM
 ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND ARE TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATION FROM THE DRAWINGS OR ACCOMPANYING SPECIFICATION WITHOUT THE EXPRESSED CONSENT OF THE ARCHITECT.



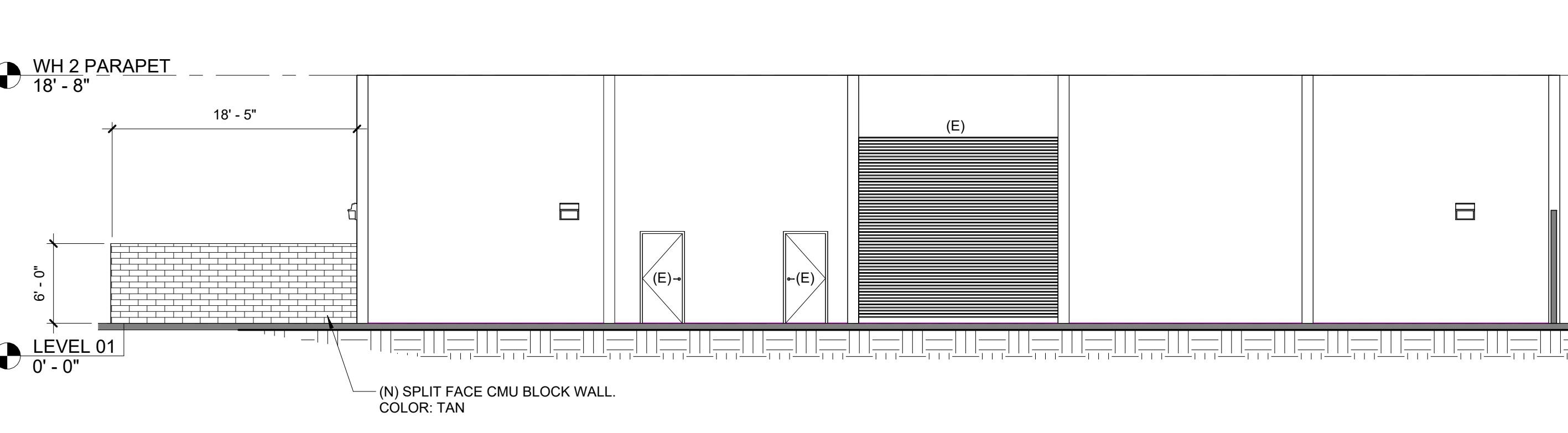
D1 EAST ELEVATION- WAREHOUSE 1

A1 / AS102 1/8" = 1'-0"



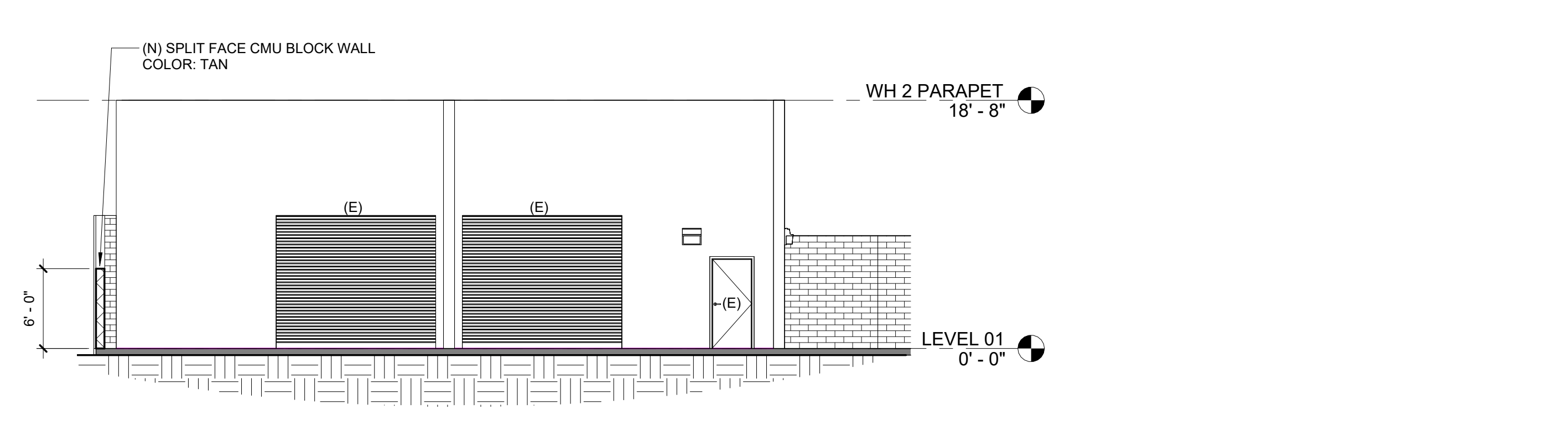
C1 WEST ELEVATION - WAREHOUSE 1

A1 / AS102 1/8" = 1'-0"



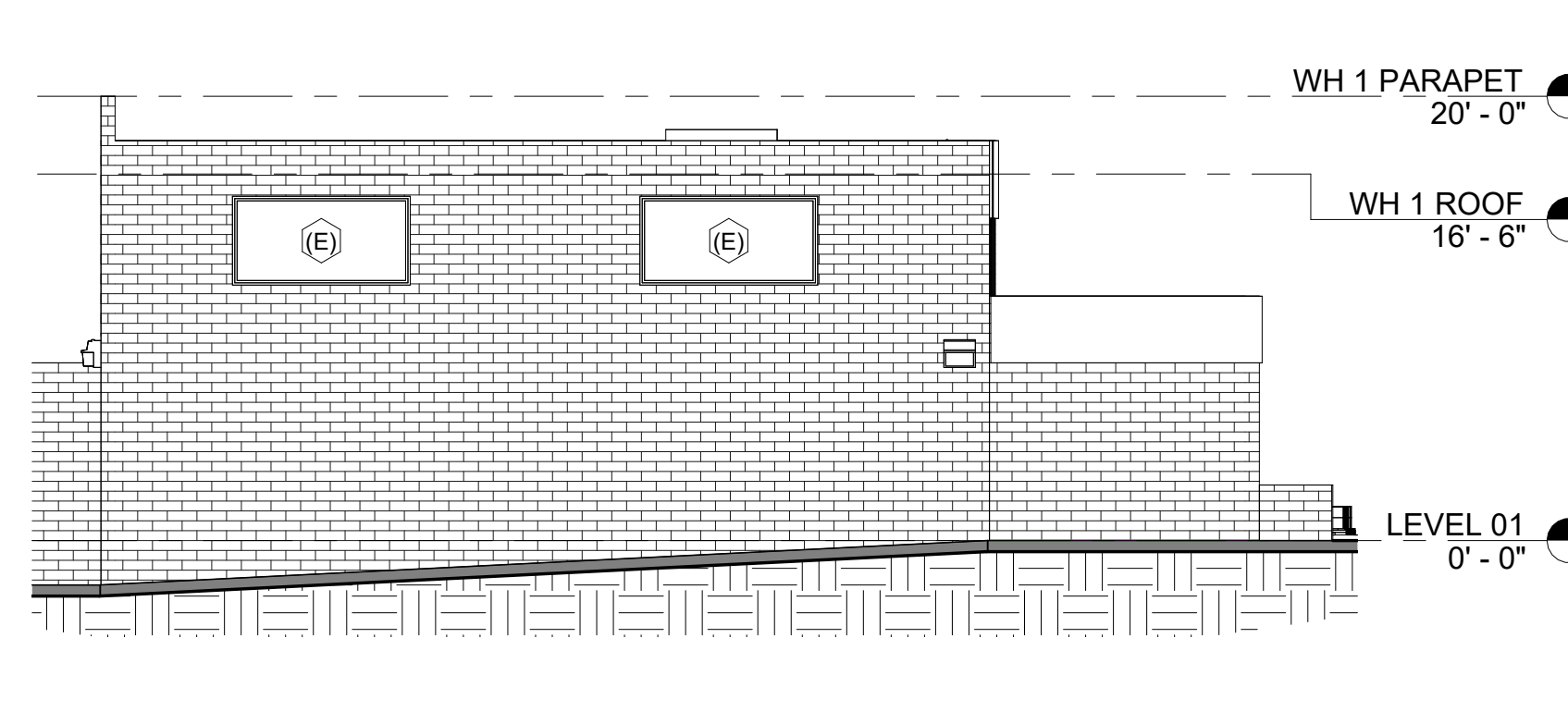
B1 NORTH ELEVATION - WAREHOUSE 2

A1 / AS102 1/8" = 1'-0"



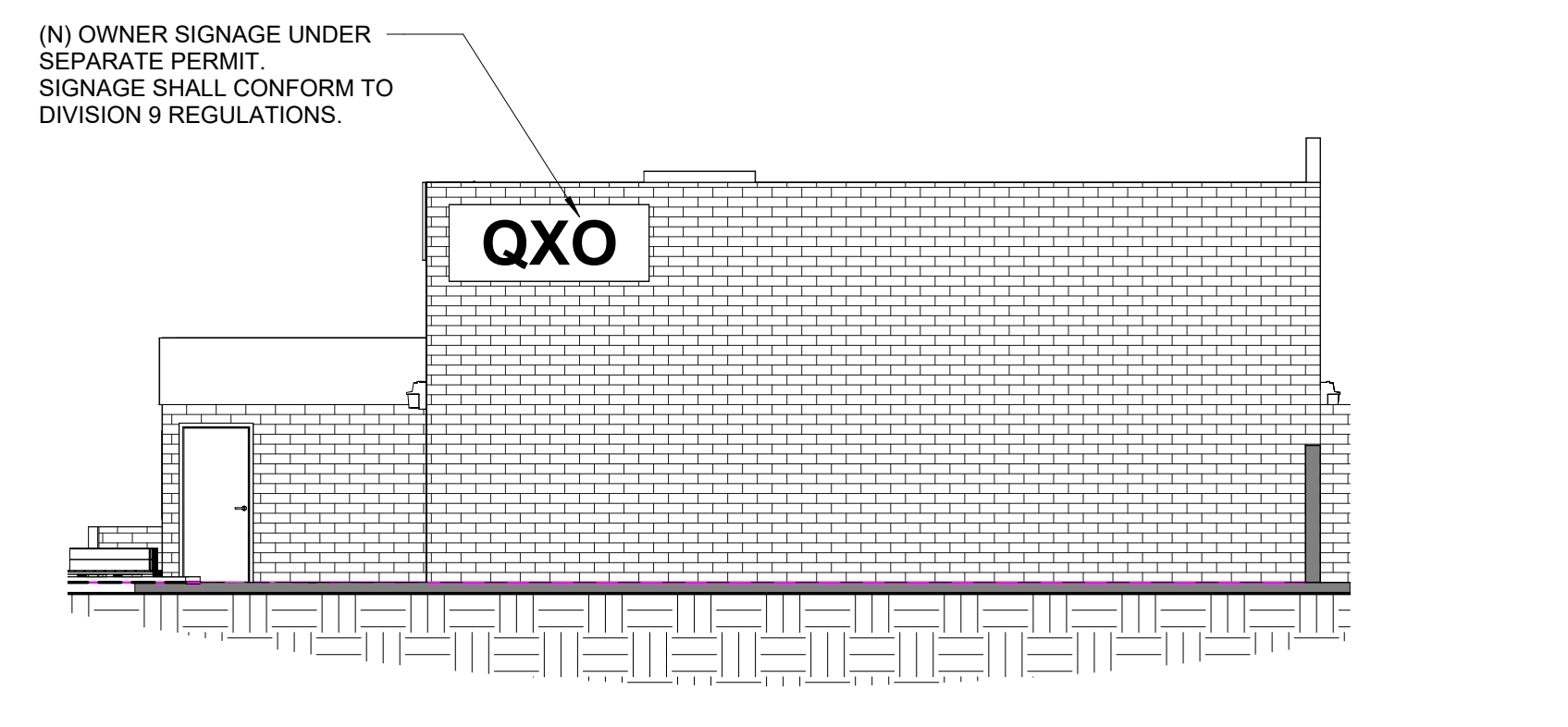
A1 EAST ELEVATION - WAREHOUSE 2

A1 / AS102 1/8" = 1'-0"



B4 SOUTH ELEVATION - WAREHOUSE 1

A1 / AS102 1/8" = 1'-0"

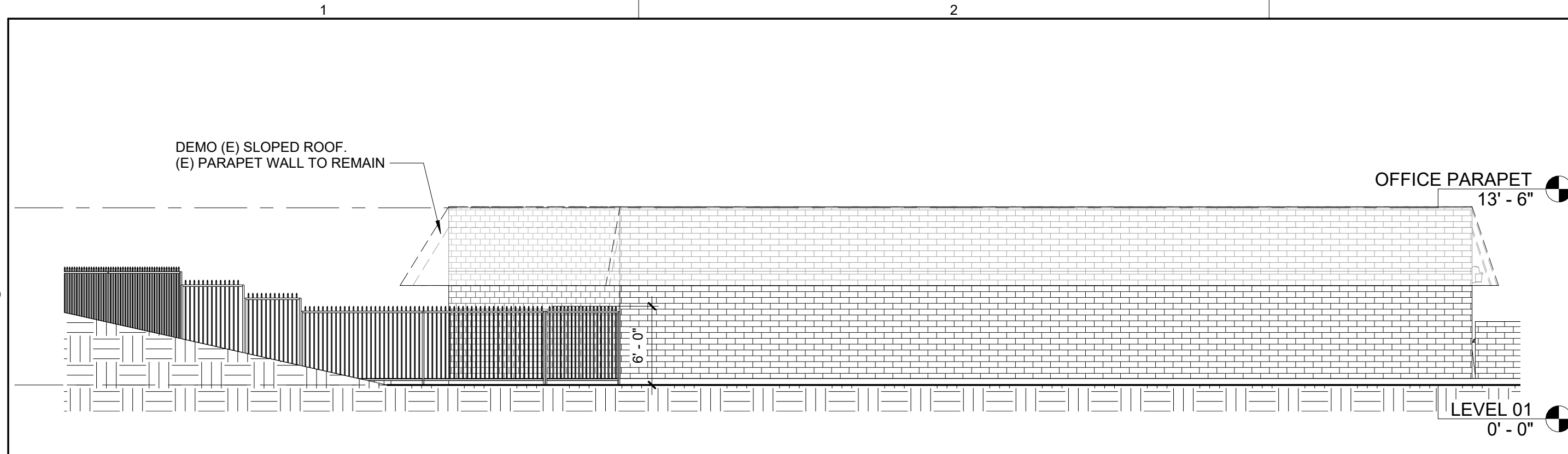


A4 NORTH ELEVATION - WAREHOUSE 1

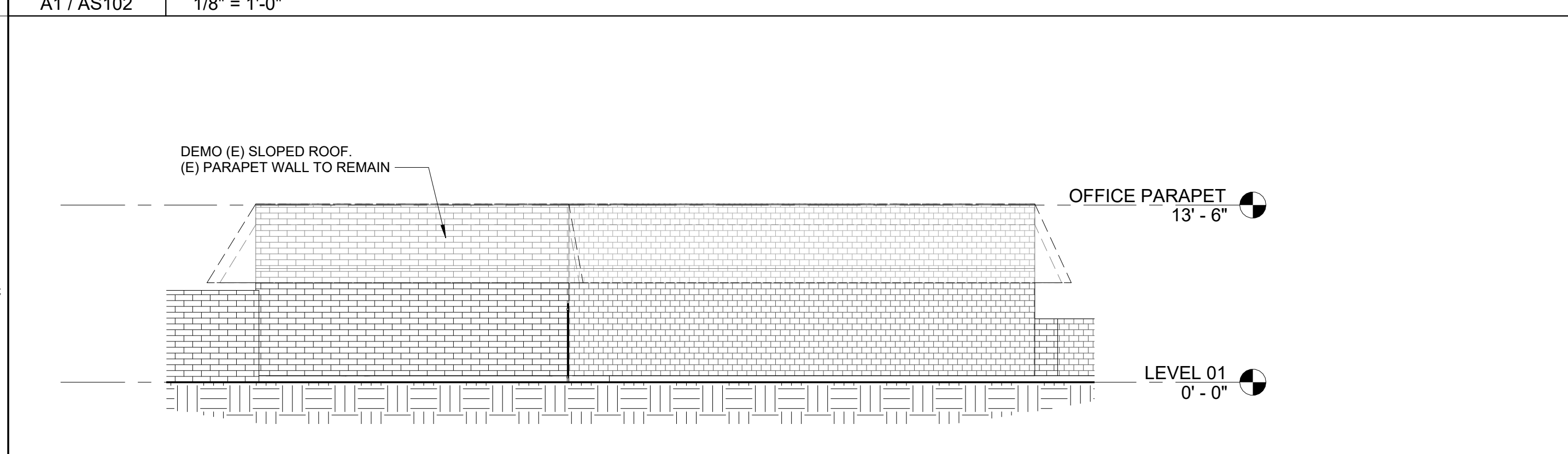
A1 / AS102 1/8" = 1'-0"

PROJ. NO.	25297PLA		
REV NO.	DATE ISSUED	REASON	
1	12.04.25	PRELIM REV1	

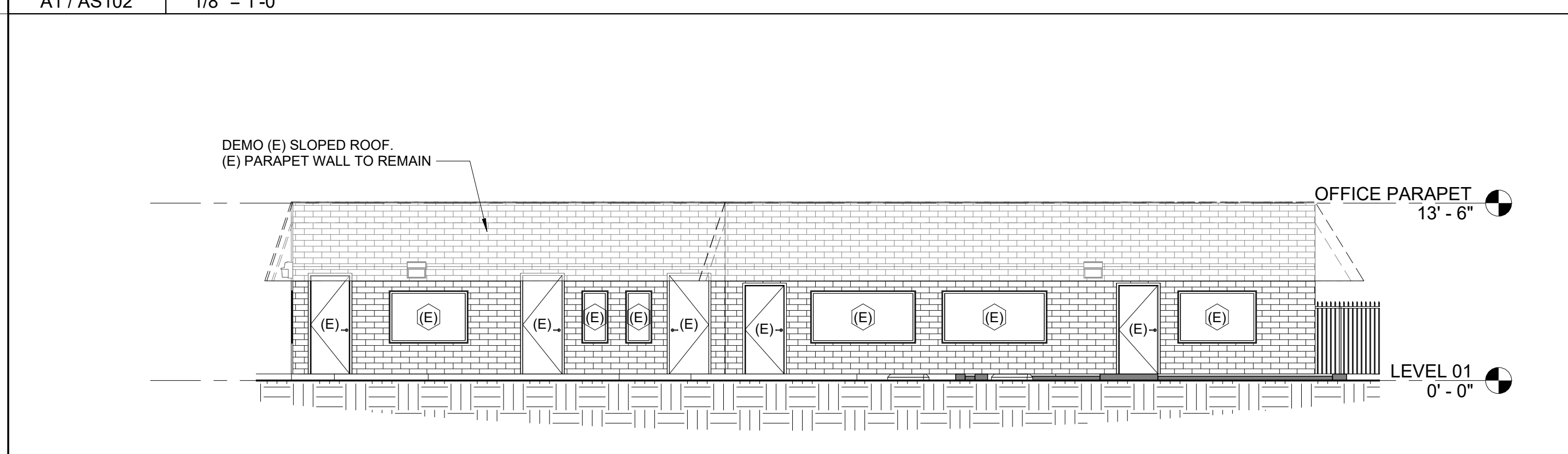
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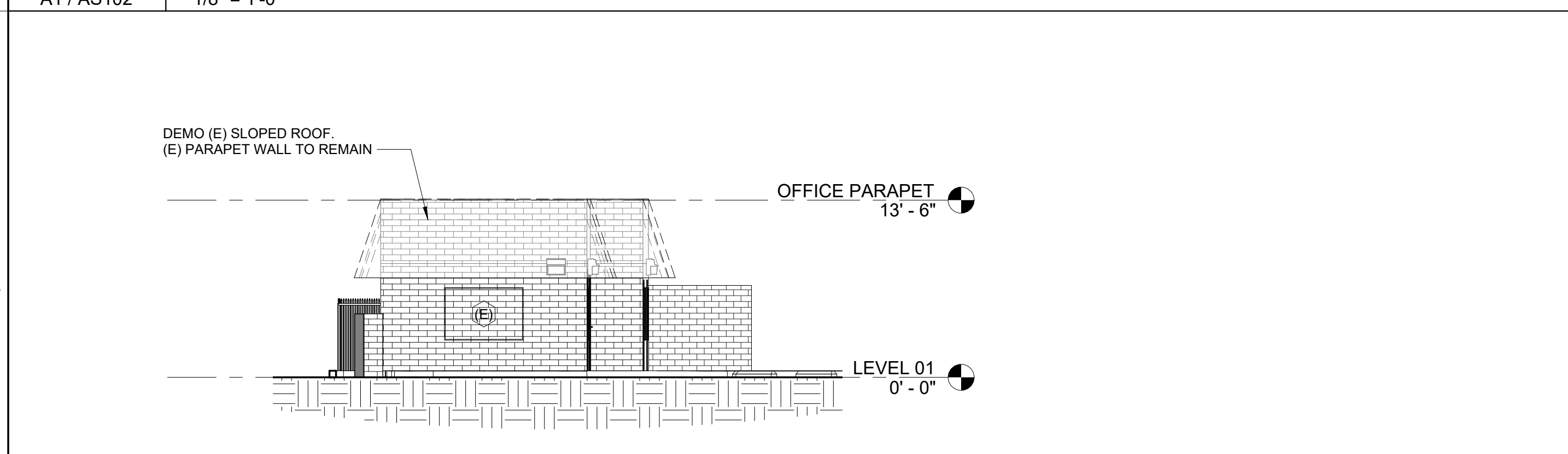
D1 NORTH ELEVATION - OFFICE
A1 / AS102 1/8" = 1'-0"



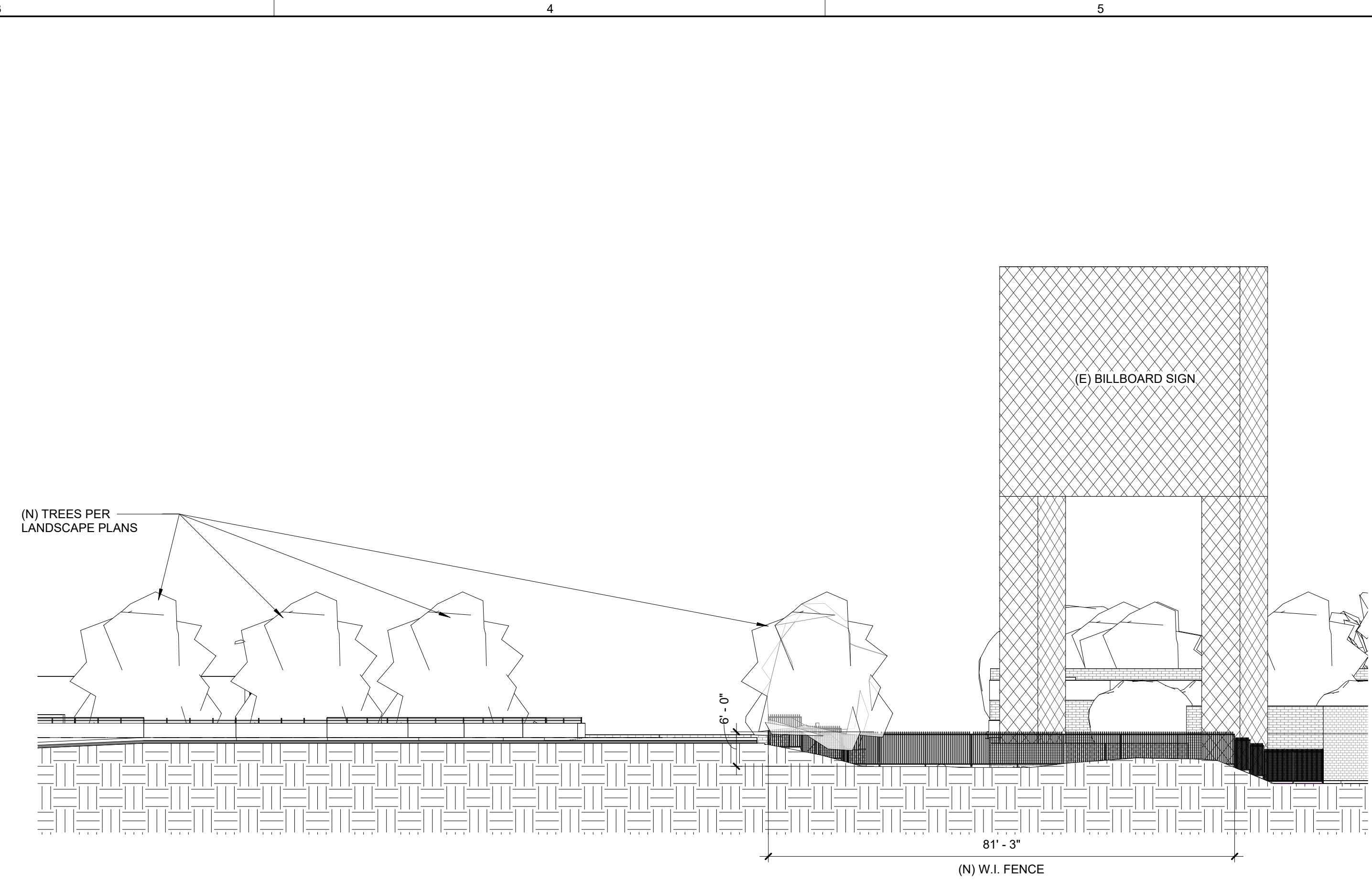
C1 EAST ELEVATION - OFFICE
A1 / AS102 1/8" = 1'-0"



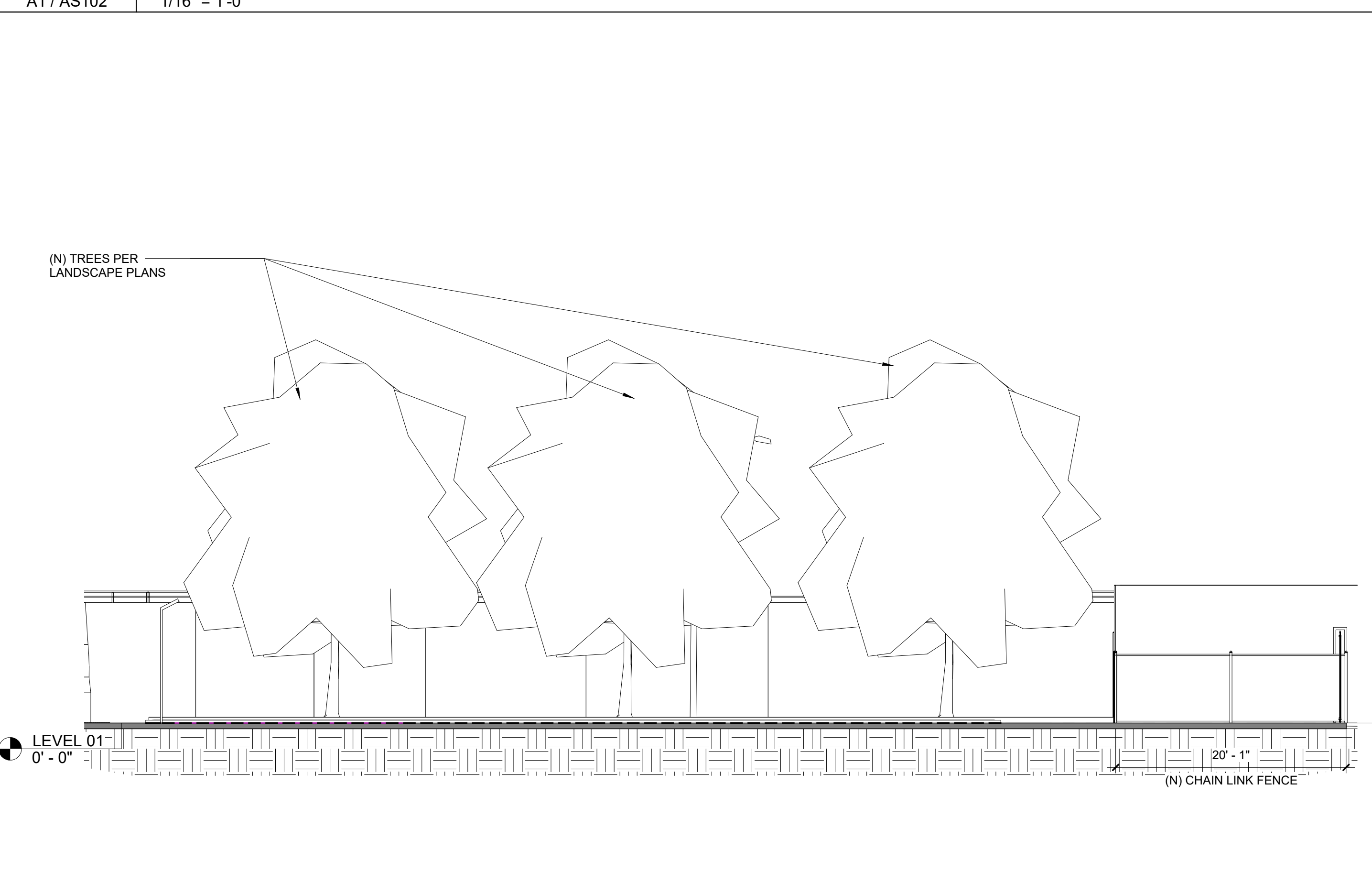
B1 SOUTH ELEVATION - OFFICE
A1 / AS102 1/8" = 1'-0"



A1 WEST ELEVATION - OFFICE
A1 / AS102 1/8" = 1'-0"



C3 EAST ELEVATION - WESTERN AVE
A1 / AS102 1/16" = 1'-0"

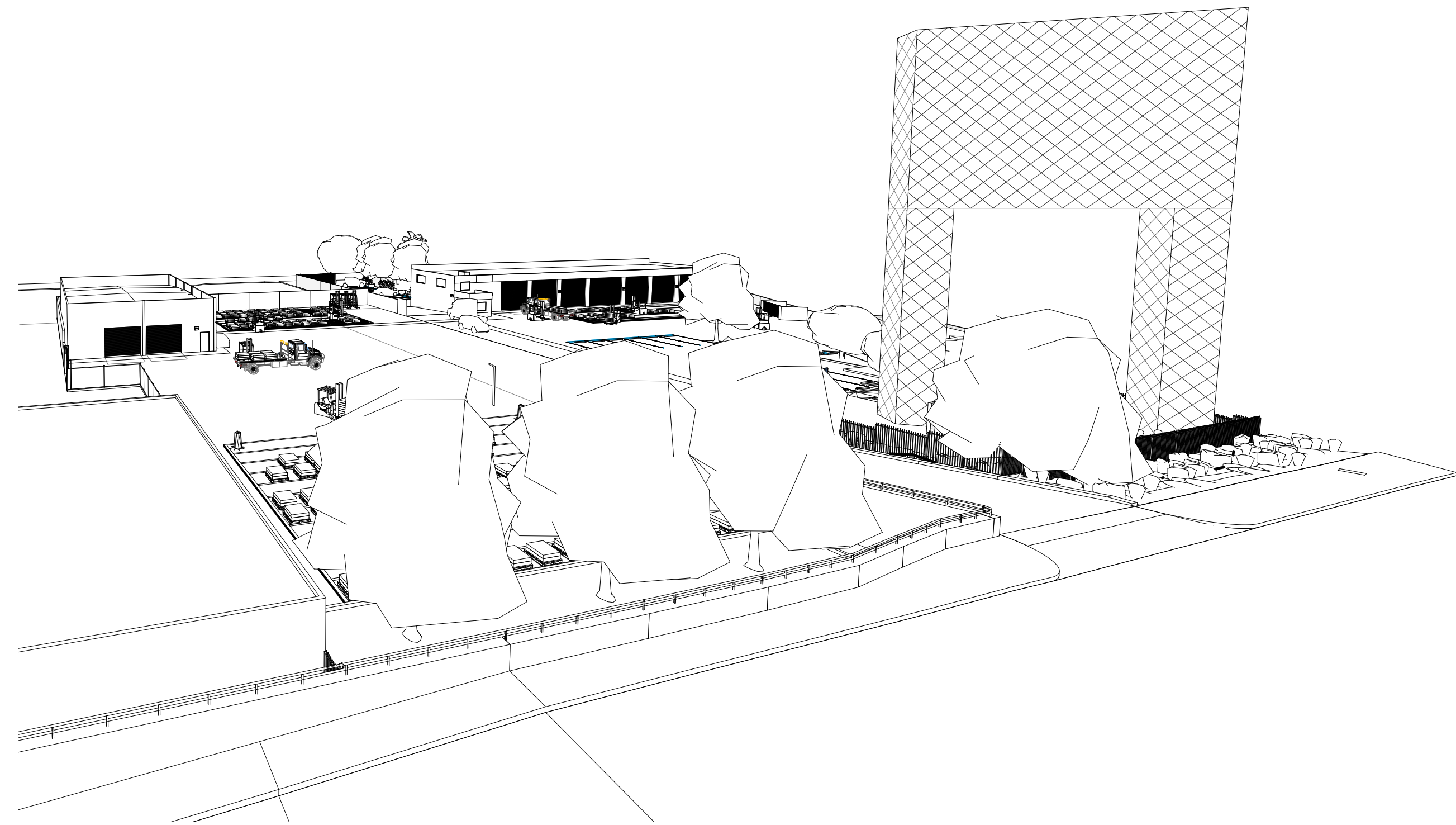


B3 WEST ELEVATION - WESTERN AVE
A1 / AS102 1/8" = 1'-0"

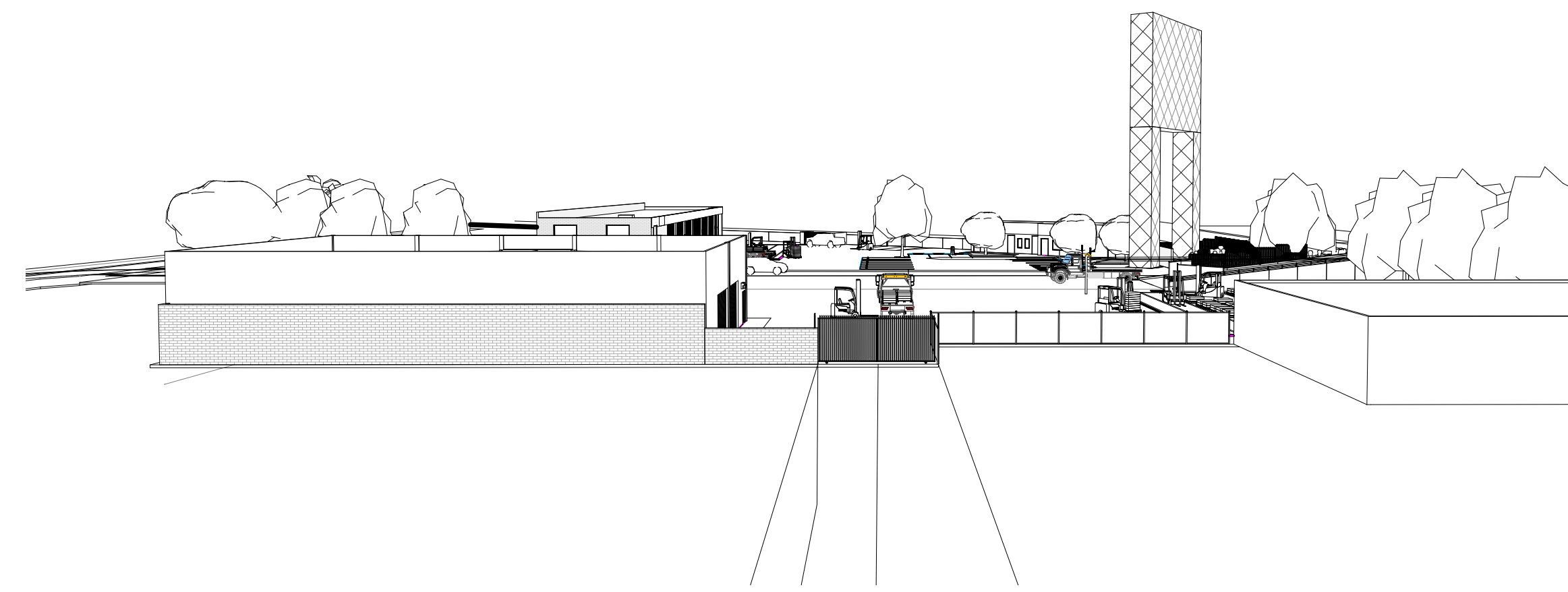
PROJ. NO.	25297PLA		
REV. NO.	DATE ISSUED	REASON	
1	12.04.25	PRELIM REV1	

04.22.2026
 SITE PLAN REVIEW
 Sheet Title
EXTERIOR ELEVATIONS

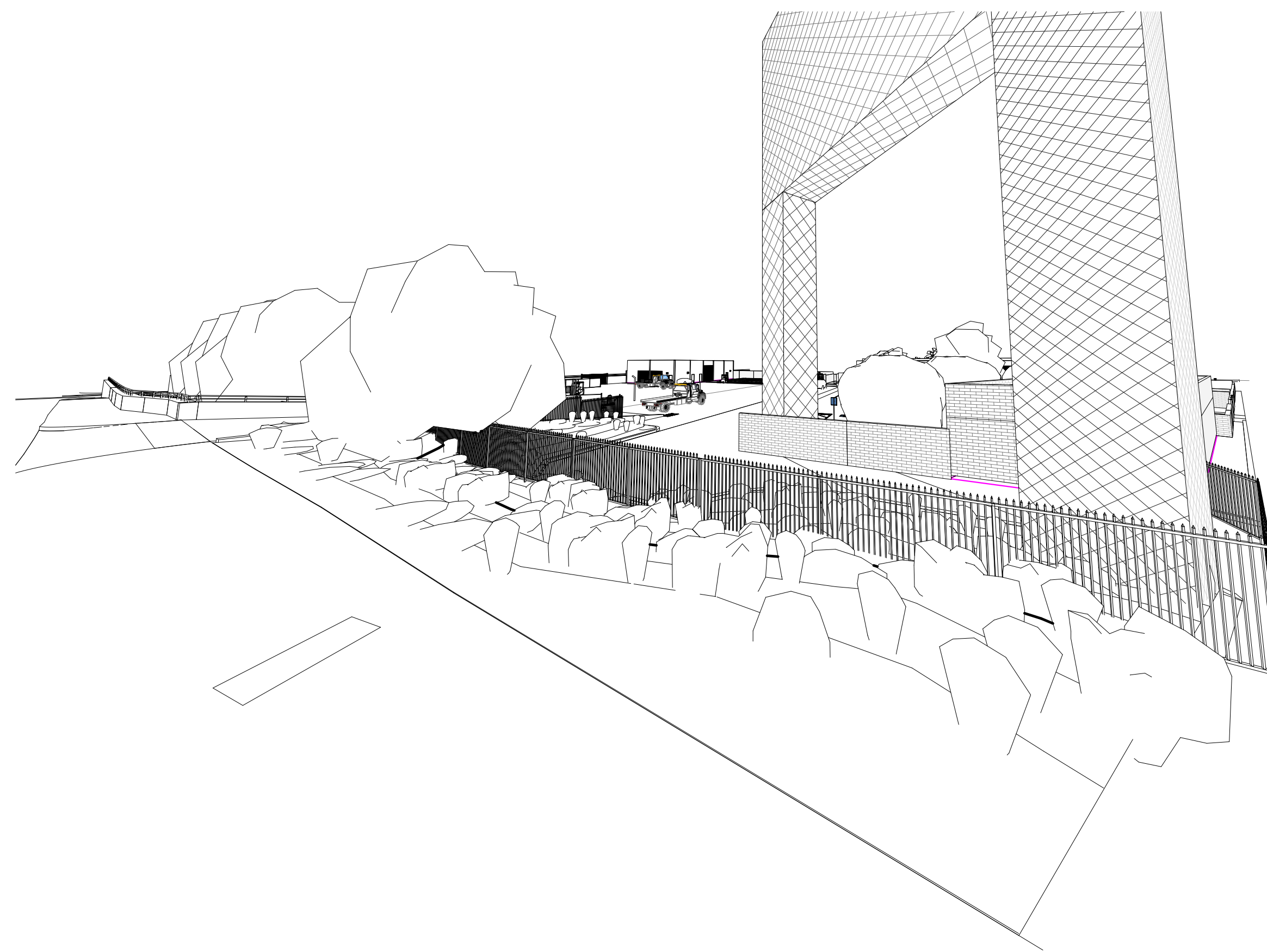
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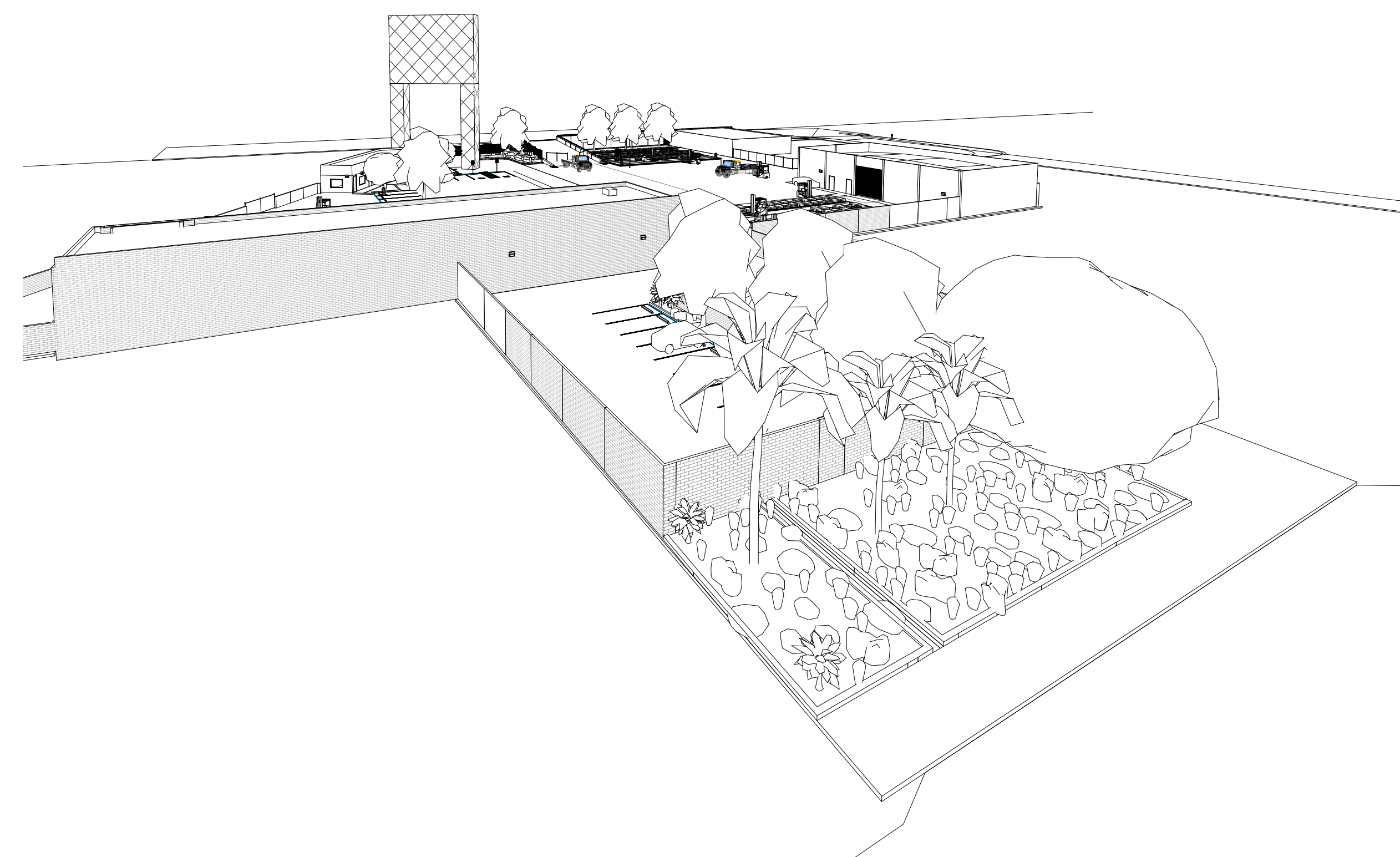
C1 EXTERIOR 3D - WESTERN AVE



C3 EXTERIOR 3D - 8TH ST



A1 EXTERIOR 3D - WESTERN AVE. SIDEWALK



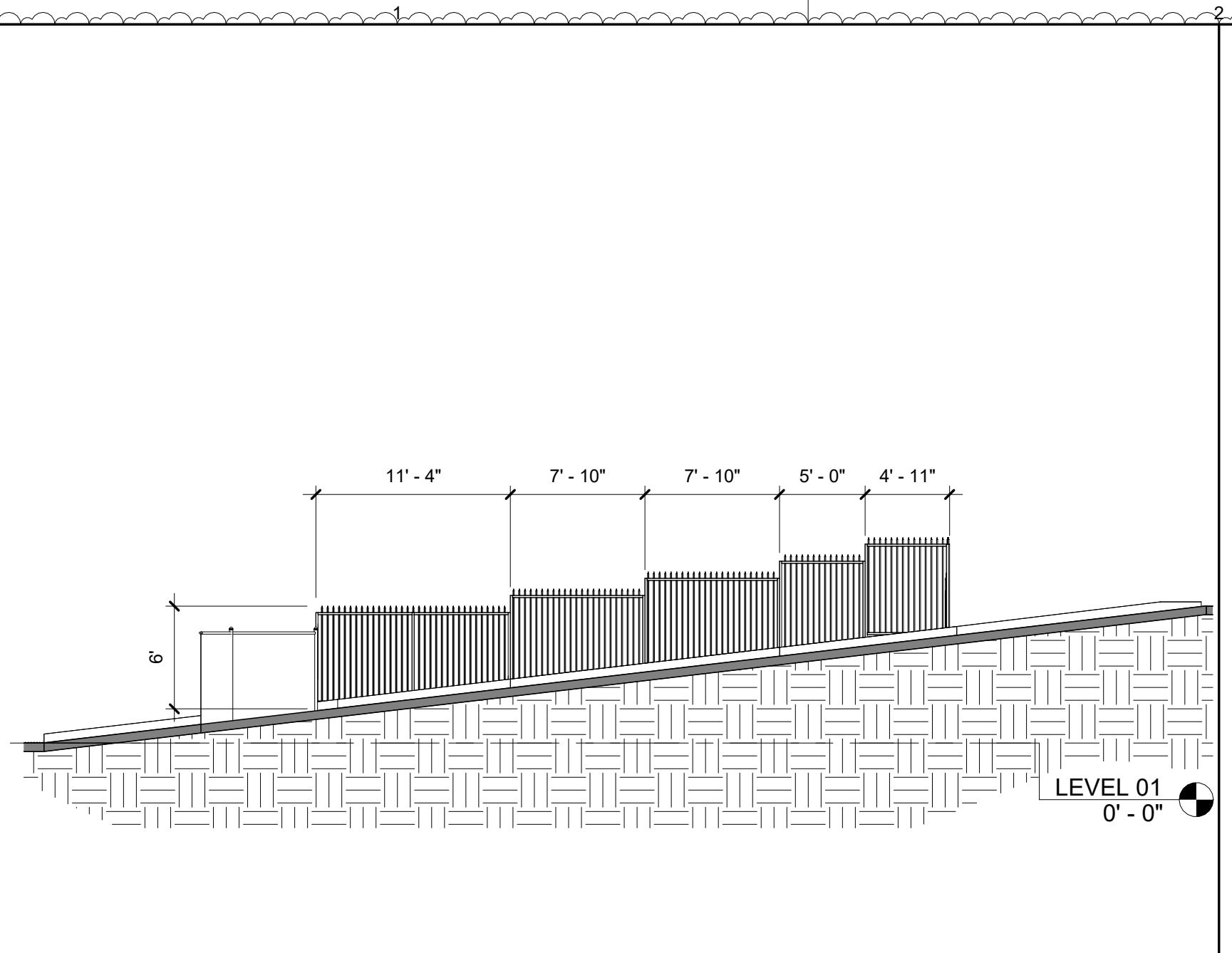
A3 EXTERIOR 3D - BURNHAM

PROJ. NO.	25297PLA		
REV NO.	DATE ISSUED	REASON	
1	12.04.25	PRELIM REV1	

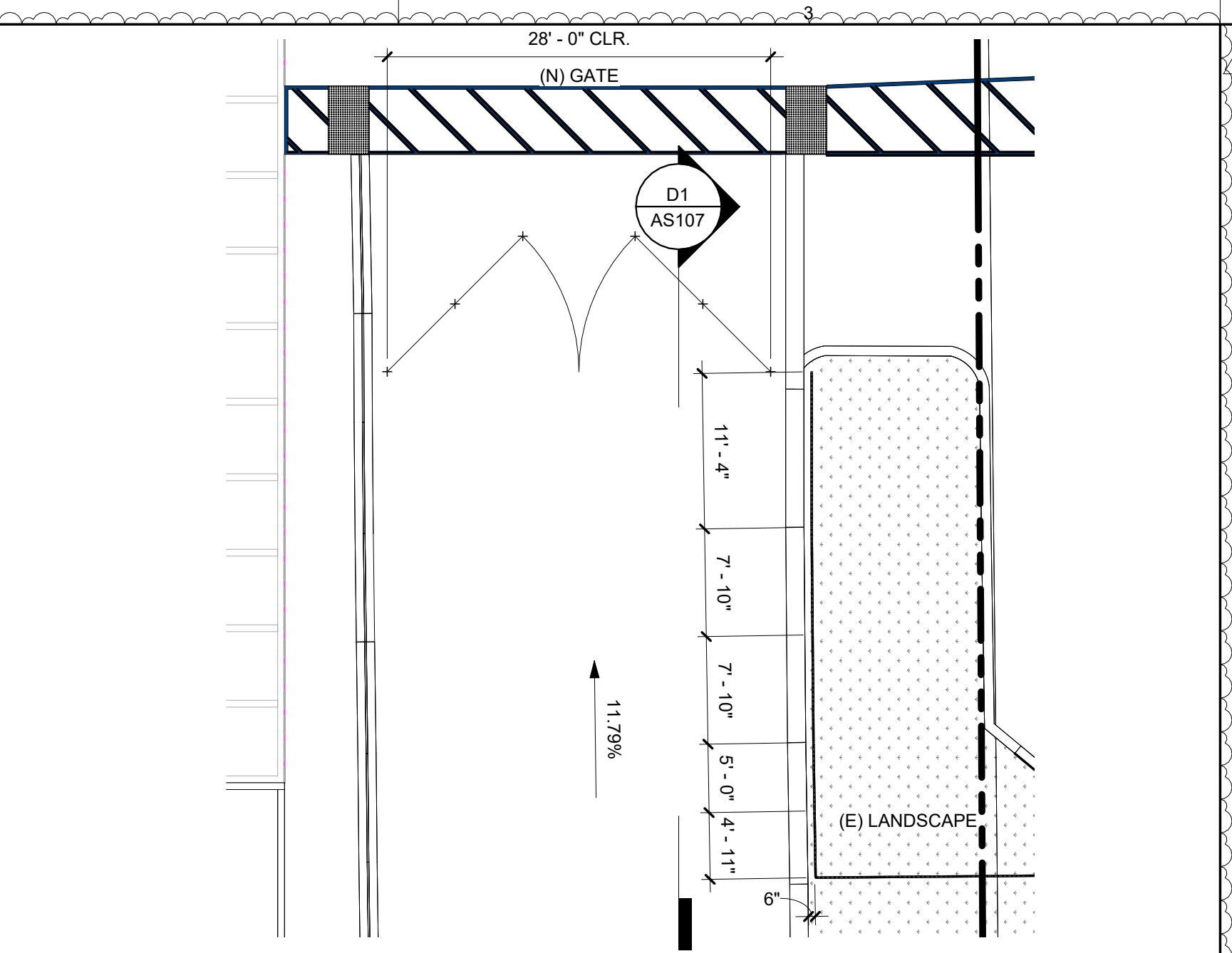
04.22.2026
SITE PLAN REVIEW

Sheet Title
**SITE PLAN -
 EXTERIOR
 VIEW**

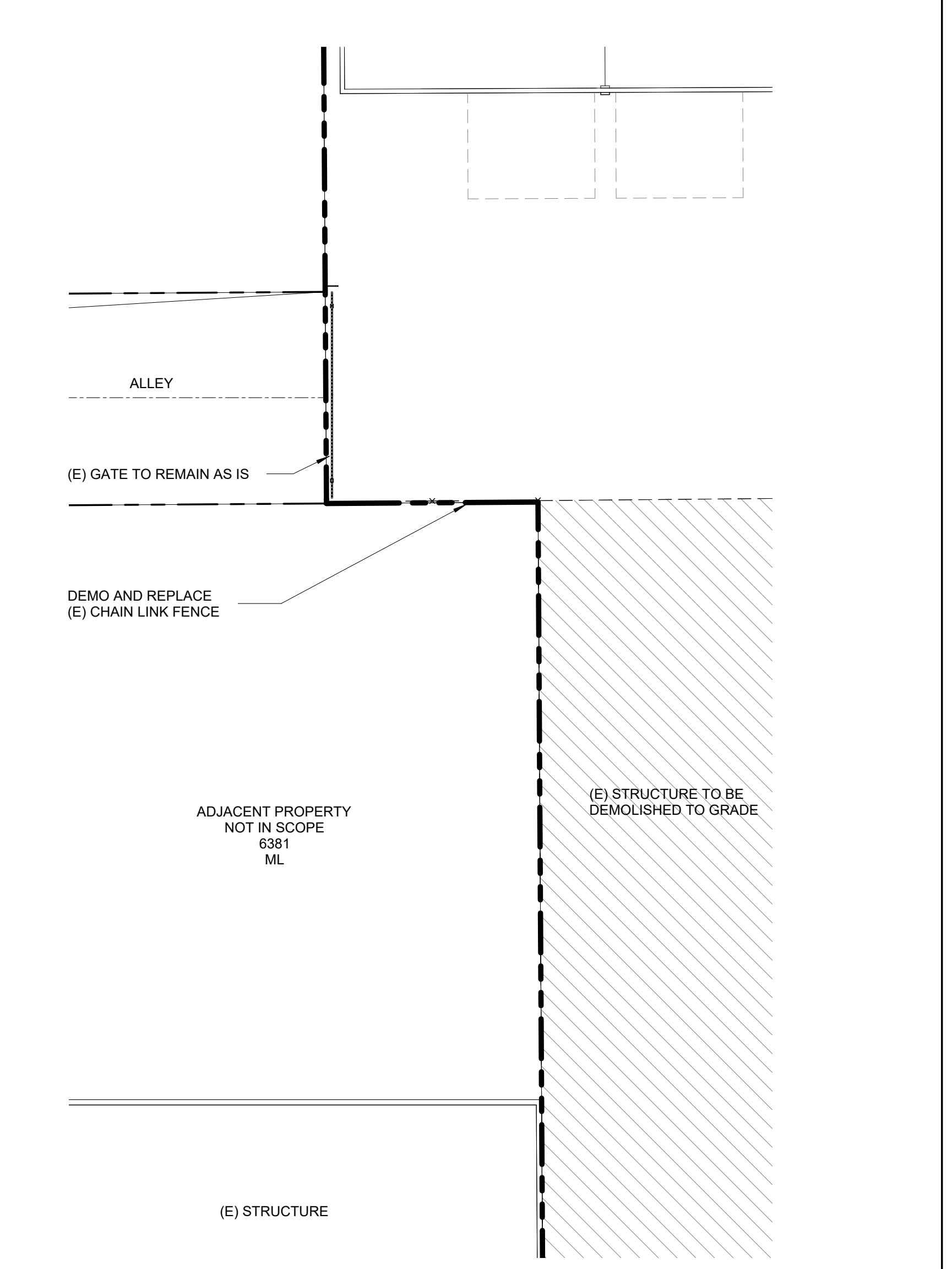
4/22/2026 5:20:07 PM
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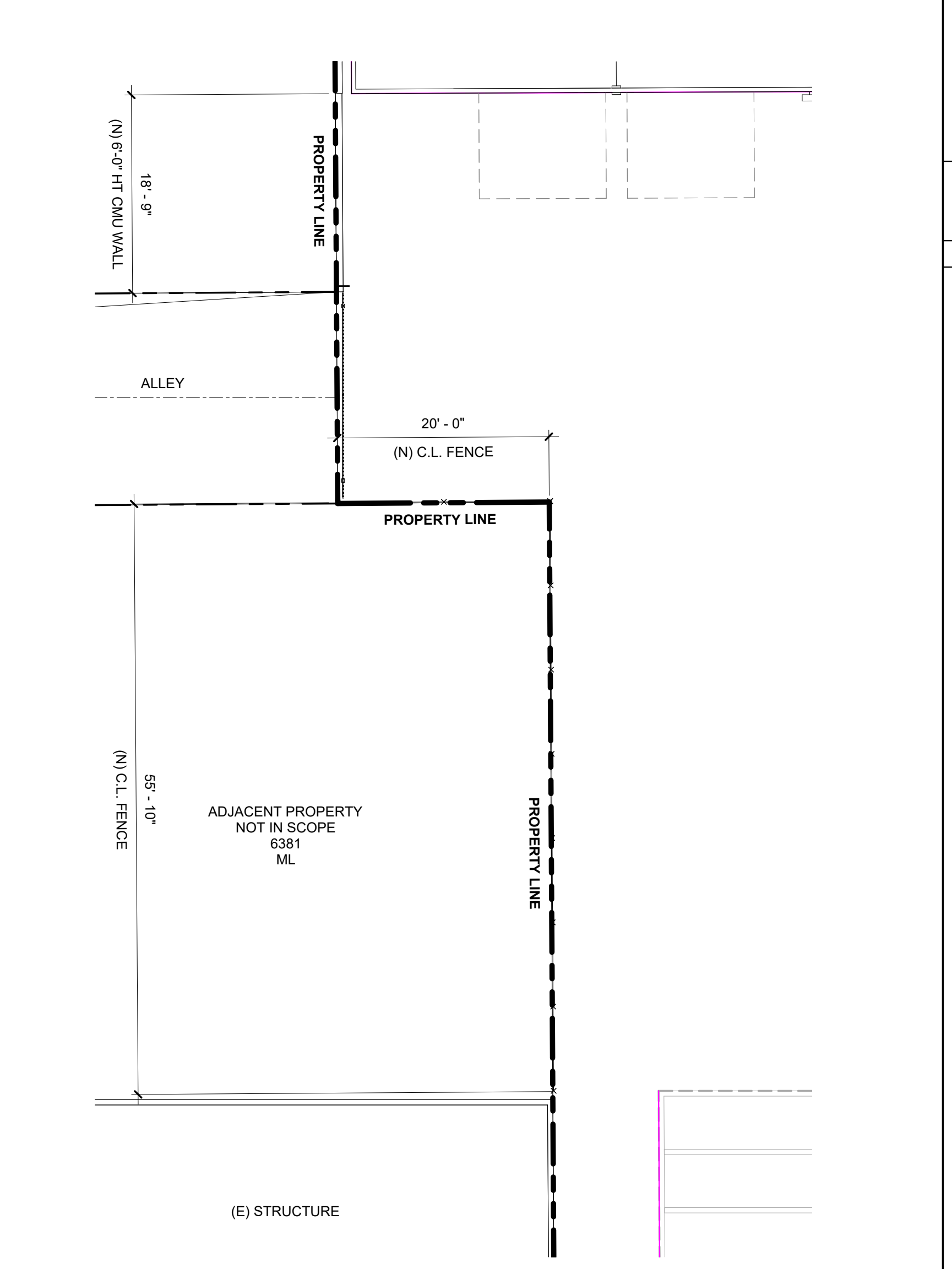
D1 RAMP SECTION @ WESTERN AVE
 D2 / AS107 1/8" = 1'-0"



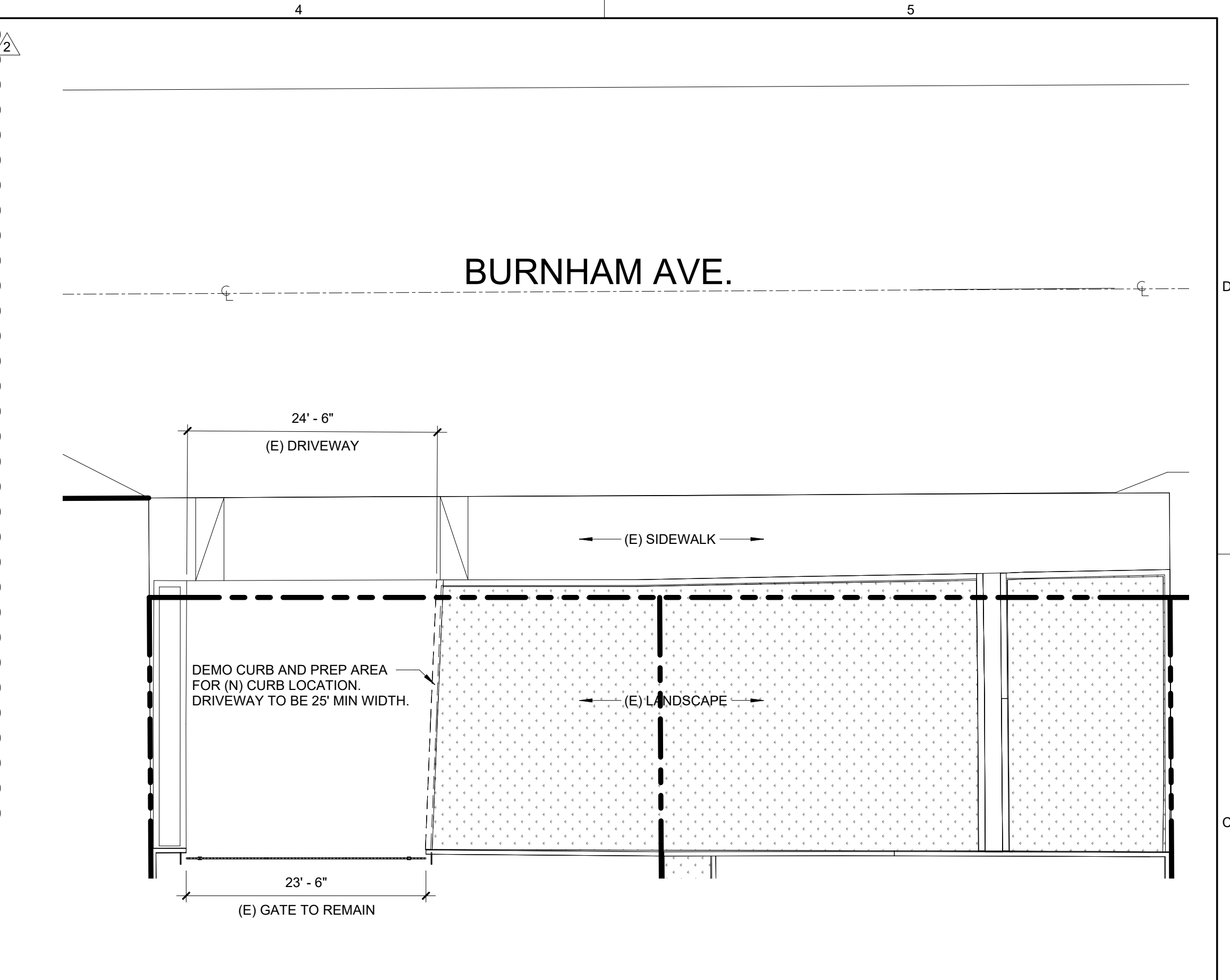
D2 ENLARGED SITE IMPROVEMENTS @ WESTERN AVE
 A1 / AS104 1" = 10'-0"



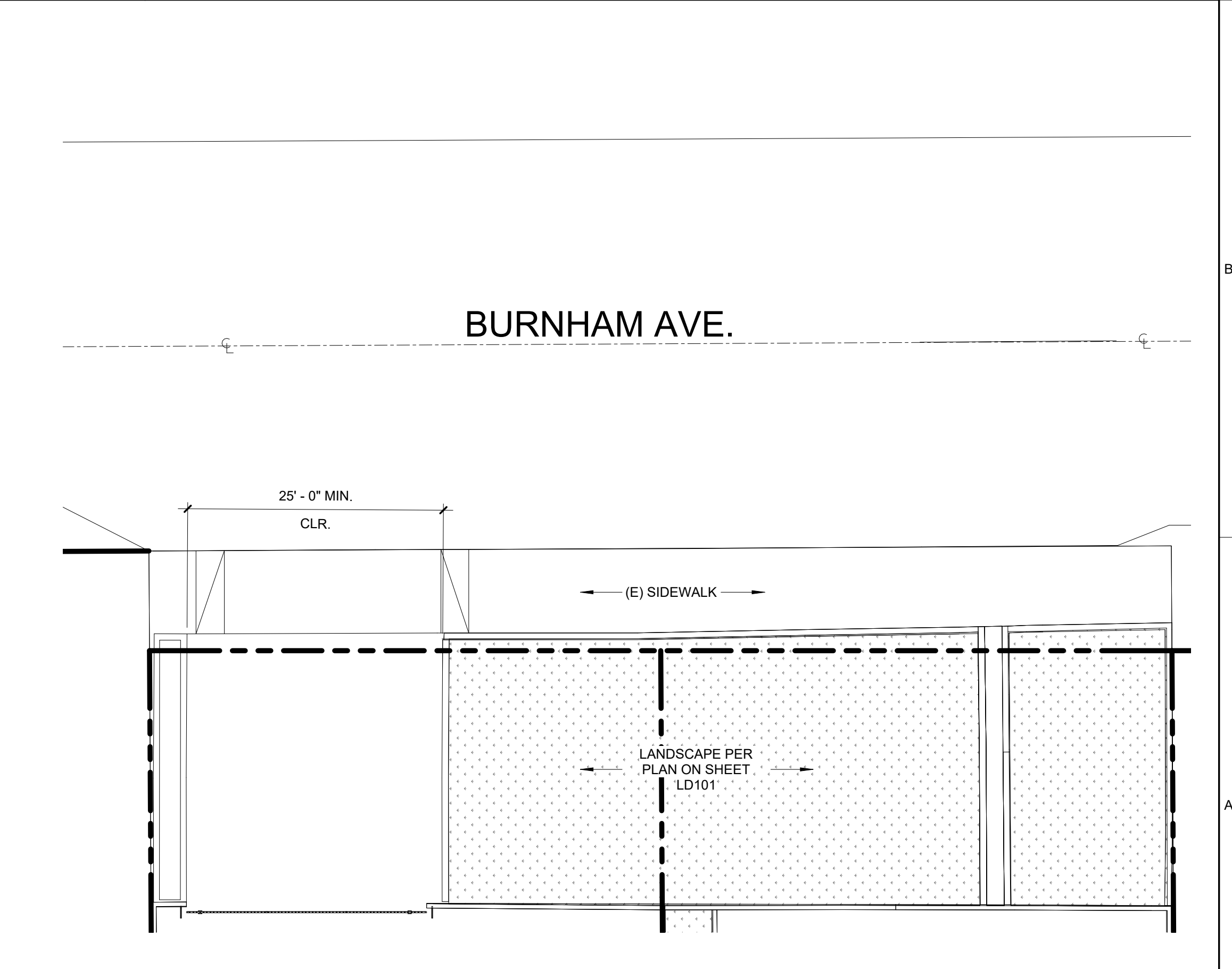
A1 ENLARGED SITE DEMO - ALLEY
 A1 / AS101 1" = 10'-0"



A2 ENLARGED SITE IMPROVEMENTS - ALLEY
 A1 / AS102 1" = 10'-0"



C4 ENLARGED SITE DEMO - BURNHAM
 A1 / AS101 1" = 10'-0"



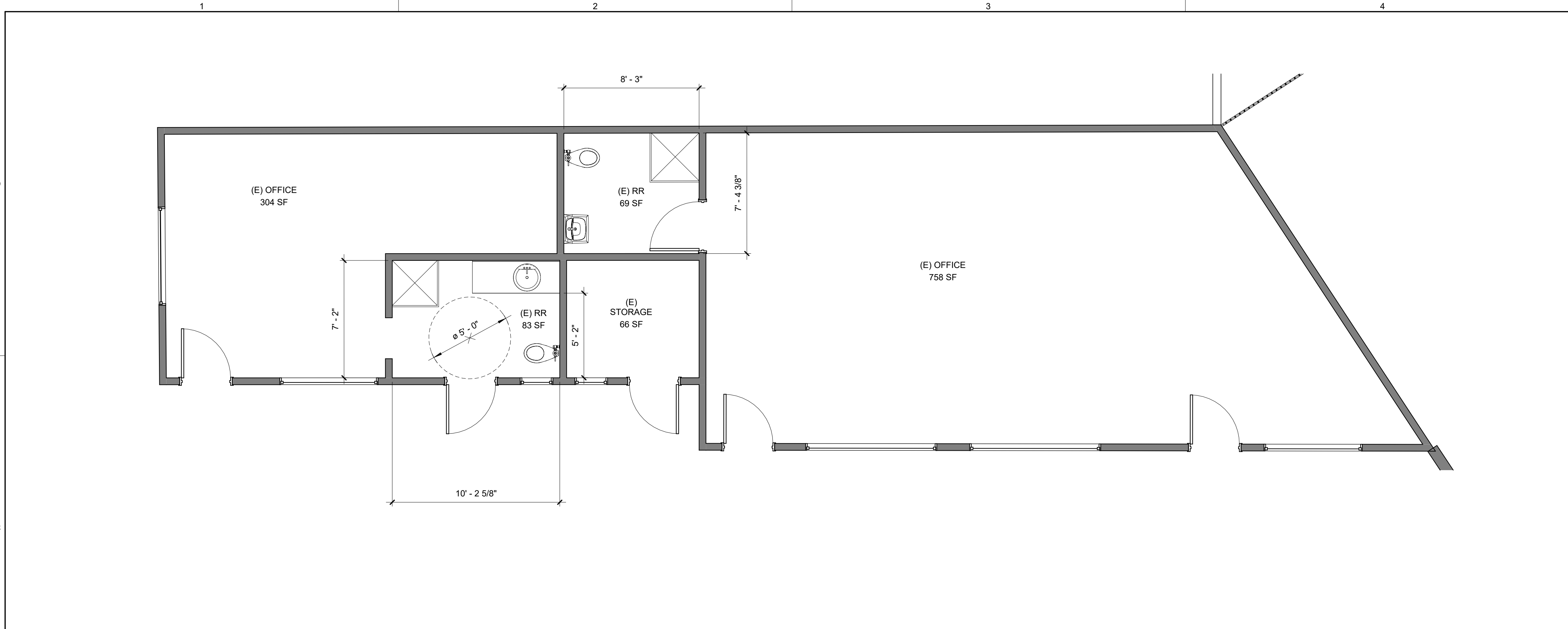
A4 ENLARGED SITE IMPROVEMENTS - BURNHAM
 A1 / AS102 1" = 10'-0"

PROJ. NO.	25297PLA	
REV. NO.	DATE ISSUED	REASON
1	12.04.25	PRELIM REV1
2	04.20.26	PRELIM REV2

04.22.2026
 SITE PLAN REVIEW
 Sheet Title
ENLARGED SITE IMPROVEMENTS

AS107

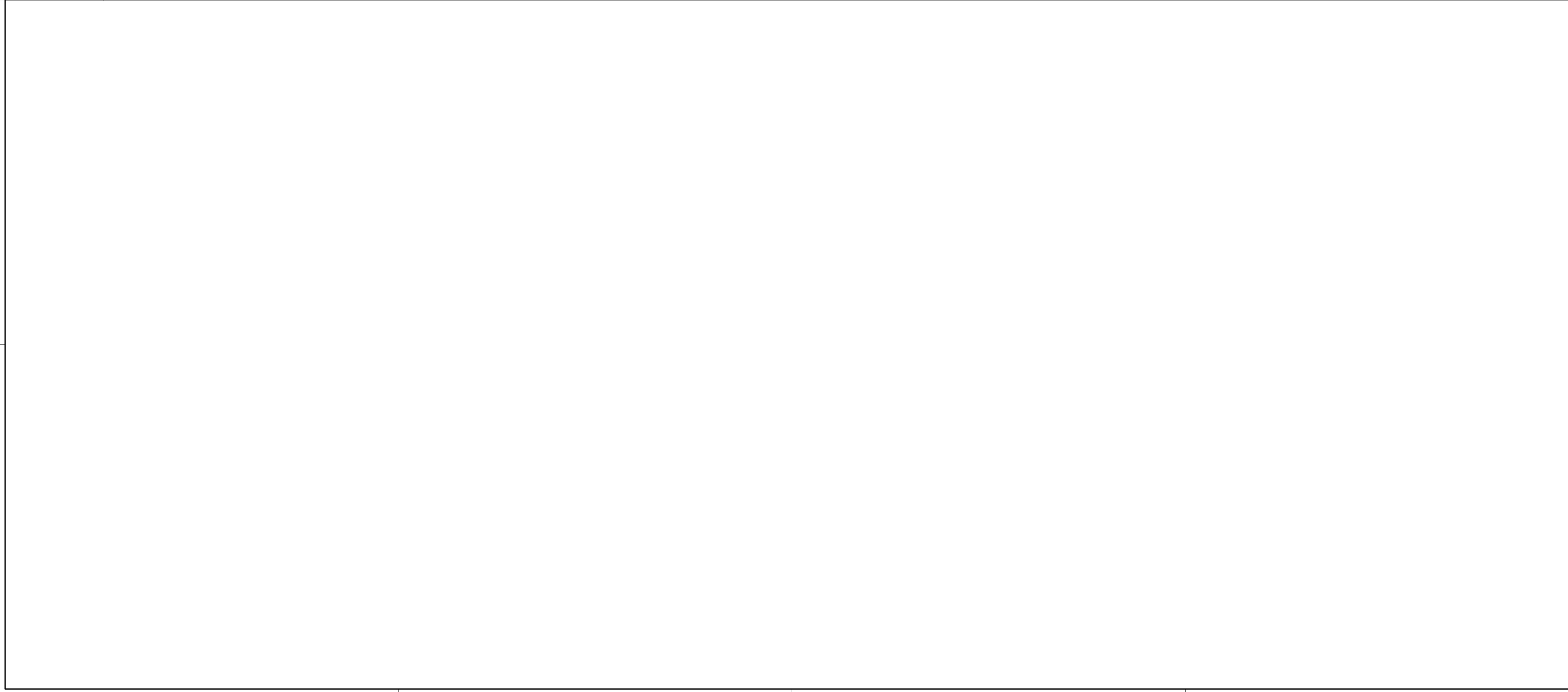
4/22/2026 5:20:07 PM
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C1 **EXISTING OFFICE FLOOR PLAN**

A1 / AS102 1/4" = 1'-0"

SCALE: 0' - 0 1/4" = 1' - 0"



PROJ. NO. 25297PLA

REV NO.	DATE ISSUED	REASON
1	12.04.25	PRELIM REV1

04.22.2026
 SITE PLAN REVIEW

Sheet Title
EXISTING OFFICE FLOOR PLAN

6291 Western - Project Narrative

Date: 3/30/2026
SITE Address: 6291 Western Ave, Buena Park, CA
APNs
 276-20-022
 276-20-023
 276-20-005
 276-20-006
Applicant: Mike Grannis / Catalina Partners
Contact: 310-567-1650/ mike@cgnational.com
Tenant: QXO (www.qxo.com)
Project Number: PZ-25-791

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 APR 1 2026
 PLANNING DIV

Site Description:

The current property consists of four (4) parcels of land totaling approximately 92,488 SF with four (4) buildings totaling approximately 17,427 SF. The site currently has 23 parking spots and one (1) ADA parking spot.

Current Zoning:

The property is zoned under section 19.504.020 in the City of Buena Park as ML, Light Industrial Zone. A portion of the property has a BOZ zoning overlay to allow for the current billboard that is on site.

Current Use:

The current use is outdoor automobile storage of new and used vehicles. The current buildings are being utilized as storage. The previous use was an automotive repair facility including collision repair with paint booth.

Adjacent Property Zoning an Use:

North	Automotive (Across Railroad Tracks and the 5 FWY)
East	RM10 Residential (across Western Ave)
South	ML Industrial and R20 multi residential
West	ML Industrial

Current Improvements:

The current property consists of four buildings which are outlined below and depicted in the attached plan as buildings 1-4. Building #4 has been partially burned down and is abandoned.

Building	Size	Construction	Use
#1	6,539 SF	Concrete Block	Warehouse
#2	1,281 SF	Concrete Block	Office
#3	4,507 SF	Concrete Tilt	Warehouse
#4	5,098 SF	Frame and Stucco	Office

Proposal Overview:

The applicant is applying for a Conditional Use Permit to allow for a Wholesale Business for a new tenant at the property and a demolition permit for an existing structure. The intended use is for a tenant named Beacon Supply (QXO) which operates a Wholesale construction support business. The improvements contemplated are to remove an approximate 5,098 SF functionally obsolete building on the southeast portion of the property. The remaining buildings will have roof repair/replacement, painted interior and exterior and slurry and restripe the parking area and upgrade the existing ADA bathrooms to meet current code.

Proposed Use:

The intended use is for a QXO Roofing to use the facility as a “Wholesale Business” with Incidental Outdoor Storage. The two warehouse buildings (#1 and #3) will be used for storage of non-combustible roofing supplies including hardware, metal roof trim, drip rails etc. The small office building (#2) is going to be used as general office to support the onsite operations. The yard area is intended for storage of roofing materials, shingles etc. The materials will be stacked primarily at 4 feet with some material being stacked at 6-8 feet. The outdoor storage will not exceed 8 feet tall. The proposed outdoor storage areas are outlined in the attached plan and rendering.

Tenant Information: Beacon (a QXO Company)

Beacon is a leading wholesale distributor of roofing and exterior building products, serving professional contractors across North America. Now operating as part of QXO, Beacon supplies a wide range of materials used in residential, commercial, and industrial construction—delivered through a vast network of over 580 branches in the U.S. and Canada.

As a wholesale-only business, Beacon does not sell directly to consumers. Instead, it partners with licensed contractors, builders, and construction professionals, providing them with the products, logistics, and support they need to complete exterior construction projects efficiently and at scale.

Key product categories include:

- Roofing Materials: Shingles, underlayments, insulation, and accessories.
- Exterior Building Products: Siding, windows, doors, decking, and trim.
- Waterproofing and Sealants: Systems designed to protect structures from weather and moisture.
- Tools and Equipment: Specialty tools used by roofing and exterior contractors.

With QXO’s technology and supply chain capabilities behind it, Beacon is positioned to modernize wholesale distribution in the building materials sector—bringing digital tools, AI-driven logistics, and operational efficiencies to a traditionally manual industry.

6291 Western - Project Narrative

Operation Specifics:

Hours of Operation: Monday – Friday 6am-4pm (Closed Saturday and Sunday)

Delivery Hours: Monday – Friday 10am-4pm (Closed Saturday and Sunday) NO AFTER HOUR DELIVERY

Number of Employees: Approximately 25

Parking Count:

The city code off street parking code 19.536.040 requires 3 spaces for the first 10,000 SF and 2 spaces for the next 40,000 SF. The buildings total 12,327 SF which requires by code 35 parking spaces. The site currently has 25 parking stalls and the new plan reflects the required parking.

Current Parking Stalls	25, (1 ADA)
Required Parking Stalls	35, (2 ADA)
Provided Parking Stalls	35, (2 ADA)

Proposed Improvements:

The current property consists of four buildings which are depicted in the attached plan as buildings 1-4. Building #4 has been partially burned down and is proposed to be demolished. Buildings 1-3 are in good condition and are proposed to remain with minor improvements including roof repair/replacement, paint and replacement HVAC. The specifics of each building are below:

Building	Size	Construction	Use	Proposed Improvements
#1	6,538 SF	Concrete Block	Warehouse	Repair/Replace Roof, Paint, polish and patch floors, repair garage doors
#2	1,281 SF	Concrete Block	Office	Repair/Replace Roof, Paint, flooring, repair man doors, repair/replace HVAC
#3	4,510 SF	Concrete Tilt	Warehouse	Repair/Replace Roof, Paint, polish and patch floors, repair garage doors
#4	5,098 SF	Frame and Stucco	Office	Demolish and remove foundation.

In addition, it is proposed to repair and screen fencing that is on the eastern and northern portion of the property and install a new fence and screening on the south portion of the property where building 4 is being demolished. In addition, it's proposed to re-slurry the existing yard asphalt and re-strip the parking.

Outdoor Storage and Screening:

It is proposed that QXO will utilize some areas of the yard for storage of roofing materials. The storage of materials will be limited to standard pallet size (48 inches by 40 inches (48" x 40")) with a height of 48 inches. The storage will be in the areas outline on the site plan and away from the adjacent R20 zoned properties. Storage will be limited to a maximum height of 8 feet. All screening shall meet city requirements and standards as outlined in Exhibit A

CUP Request:

Applicant is requesting a Conditional Use Permit for tenants intended use “Wholesale Business” with Incidental Outdoor Storage.

Section 19.512.010 defines the uses permitted in the ML Light Industrial zone. “Wholesale Business” is an automatically permitted use in the ML zone, except such use is subject to a conditional use permit when located within three hundred thirty feet of a residential zone, which the subject property is.

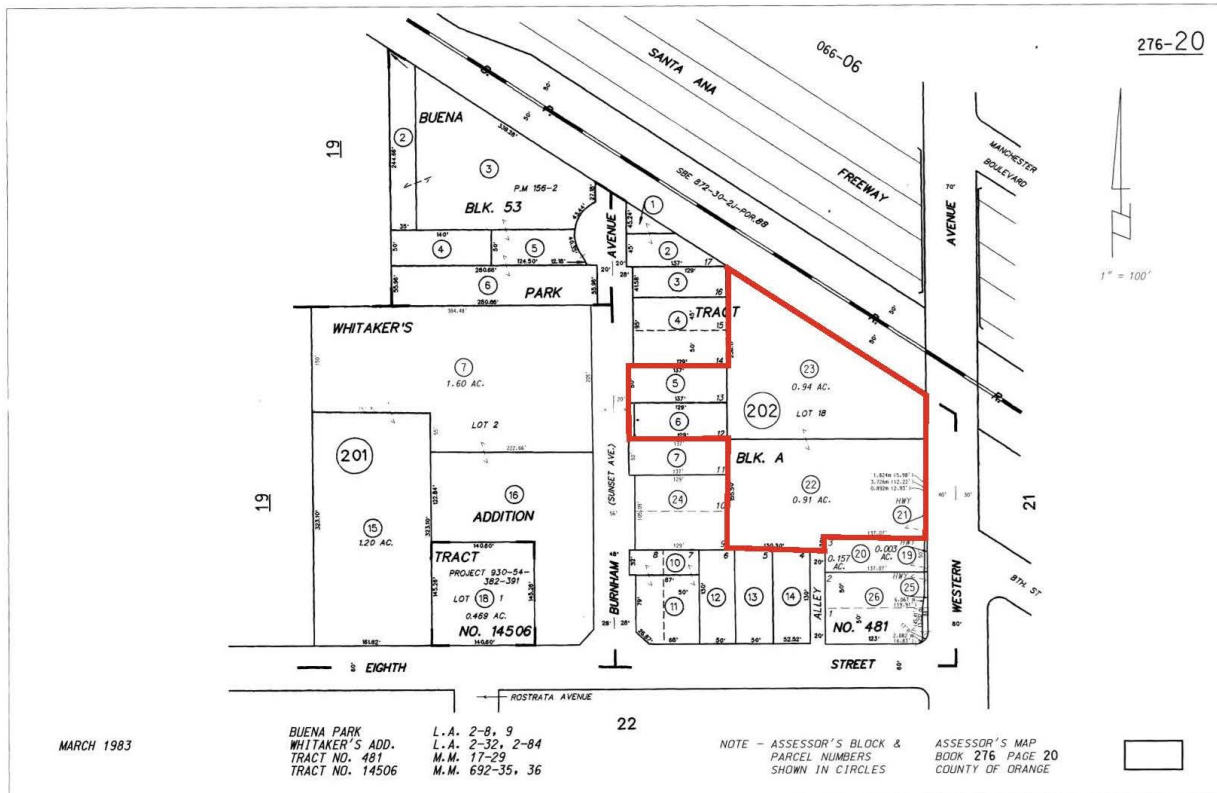
Outdoor Storage is allowed as an Incidental use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit. All outdoor storage shall comply with code section 19.624.020

Conclusion:

The property is currently being utilized for outdoor storage of automobiles. One of the buildings on site is partially burned down and the balance are in need of refreshing. The proposed use would bring much needed improvements and investment to the property, including bringing an operating business that will keep the site clean and active. In addition, the site user would provide jobs to the area and improve a property that has been widely used for dormant car storage for almost a decade. The site is zoned ML which allows for the intended use and given the current use and neighboring properties, outdoors storage should be considered to continue, especially with a new vibrant use. This proposal will only improve the area and the street presence of the property and bring a national tenant to the city that will continue to boost the economy.

6291 Western - Project Narrative

Tax Accessors Map



6291 Western - Project Narrative

Property Aerial



Demolition Description:





VICINITY MAP



PLANNING COMMISSION
Wednesday, May 27, 2026 – 6:30 p.m.
CONDITIONAL USE PERMIT NO. CU-26-3
6291 Western Avenue
APNs: 276-202-05, -06, -22, -23,