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SANTA ANA PLANNING DEPT.

ORDINANCE NO. NS-2107

AN ORDINANCE OF THE CITY OF SANTA ANA REZONING CERTAIN PROPERTY LOCATED AT 515-523 NORTH GRAND AVENUE AND 1340-1425 EAST FRUIT STREET FROM THE R3 (MULTIPLE FAMILY) AND C5 (ARTERIAL COMMERCIAL) DISTRICTS TO THE SD (SPECIFIC DEVELOPMENT) DISTRICT, ADOPTING AN AMENDED SPECIFIC DEVELOPMENT PLAN NO. 21 FOR SAID PROPERTY AND FOR THE PROPERTY LOCATED AT 625 NORTH GRAND AVENUE, AND APPROVING AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND FREEDOM NEWSPAPERS, INC. AND REGISTER PROPERTIES, INC., PERTAINING TO SAID PROPERTIES.

WHEREAS, Amendment Application No. 1047 has been filed with the City of Santa Ana to change the zoning district designation of certain real property located generally at 515-523 North Grand Avenue and 1340-1425 East Fruit Street in the City of Santa Ana, and more specifically delineated in Exhibit A, attached hereto and incorporated herein by reference, from the R3 (Multiple-family residential) District to the SD (Specific Development) district, and to adopt an amended Specific Development Plan No. 21, in the form set forth in Exhibit B, attached hereto and incorporated herein by reference, for said property and for the property located at 625 North Grand Avenue; and

WHEREAS, the applicants Freedom Newspapers, Inc. and Register Properties, Inc. propose to develop said properties in accordance with amended Specific Development Plan No. 21 and in this regard has requested to amend its existing Development Agreement with the City of Santa Ana, such amendment to be in the form set forth in Exhibit C, attached hereto and incorporated herein, in accordance with sections 65864-65869.5 of the Government Code of the State of California; and

WHEREAS, the Planning Commission of the City of Santa Ana held a duly noticed public hearing on December 11, 1990, on the said Amendment Application, amended Specific Development Plan, and the amendment to the Development Agreement, and, based thereon, determined that the development as proposed therein is consistent with the general plan of the City of Santa Ana, and recommended that the City Council approve the Amendment Application, amended Specific Development Plan No. 21, and Amendment No. 2 to the Development Agreement; and

WHEREAS, prior to taking action on this ordinance, the City Council of the City of Santa Ana has reviewed and considered the information contained in that certain "Orange County Register Production Facility Expansion Environmental Impact Report"

pertaining to the development of the abovesaid property in accordance with amended Specific Development Plan No. 21 and the Development Agreement as amended by Amendment No. 2, and has certified said environmental impact report as having been prepared in accordance with the California Environmental Quality Act and has adopted environmental findings regarding the Lake Center project; and

WHEREAS, this Council, prior to taking action on this ordinance, has held a duly noticed public hearing, on the said Amendment Application, amended Specific Development Plan No. 21, and Amendment No. 2 to the Development Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES ORDAIN AS FOLLOWS:

1. The SD (Specific Development) district designation and amended Specific Development Plan No. 21, as proposed in Amendment Application No. 1043, and the Development Agreement as amended by Amendment No. 2, are hereby found and determined to be consistent with the general plan of the City of Santa Ana and otherwise justified by the public necessity, convenience and general welfare;

2. Those parcels of real property located generally at 515-523 North Grand Avenue and 1340-1425 East Fruit Street and more specifically delineated in Exhibit A, attached hereto and incorporated herein, are hereby reclassified from the R3 (Multiple-family residential) District to the SD (Specific Development) district.

3. Amended Specific Development Plan No. 21, set forth in Exhibit B, attached hereto and incorporated herein, is hereby approved and adopted for the abovesaid property.

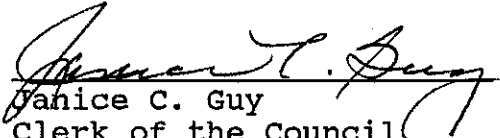
4. That certain Amendment No. 2 to the Development Agreement between the City of Santa Ana and Freedom Newspapers, Inc., in the form set forth in Exhibit C, attached hereto and incorporated herein, is hereby approved, and the Mayor is authorized to execute said Agreement on behalf of the City of Santa Ana following its execution by Freedom Newspapers, Inc. and Register Properties, Inc., and the Clerk of the Council to attest to the same.

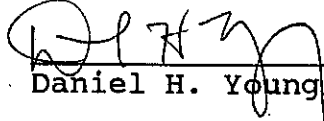
5. The Clerk of the Council is directed to cause a copy of the said Amendment No. 2 to the Development Agreement to be recorded in the official records of Orange County, California, within ten days

following its effective date. As use herein effective date means the date thirty days after the date of adoption of this ordinance.

ADOPTED this 22nd day of January, 1991.

ATTEST:


Janice C. Guy
Clerk of the Council

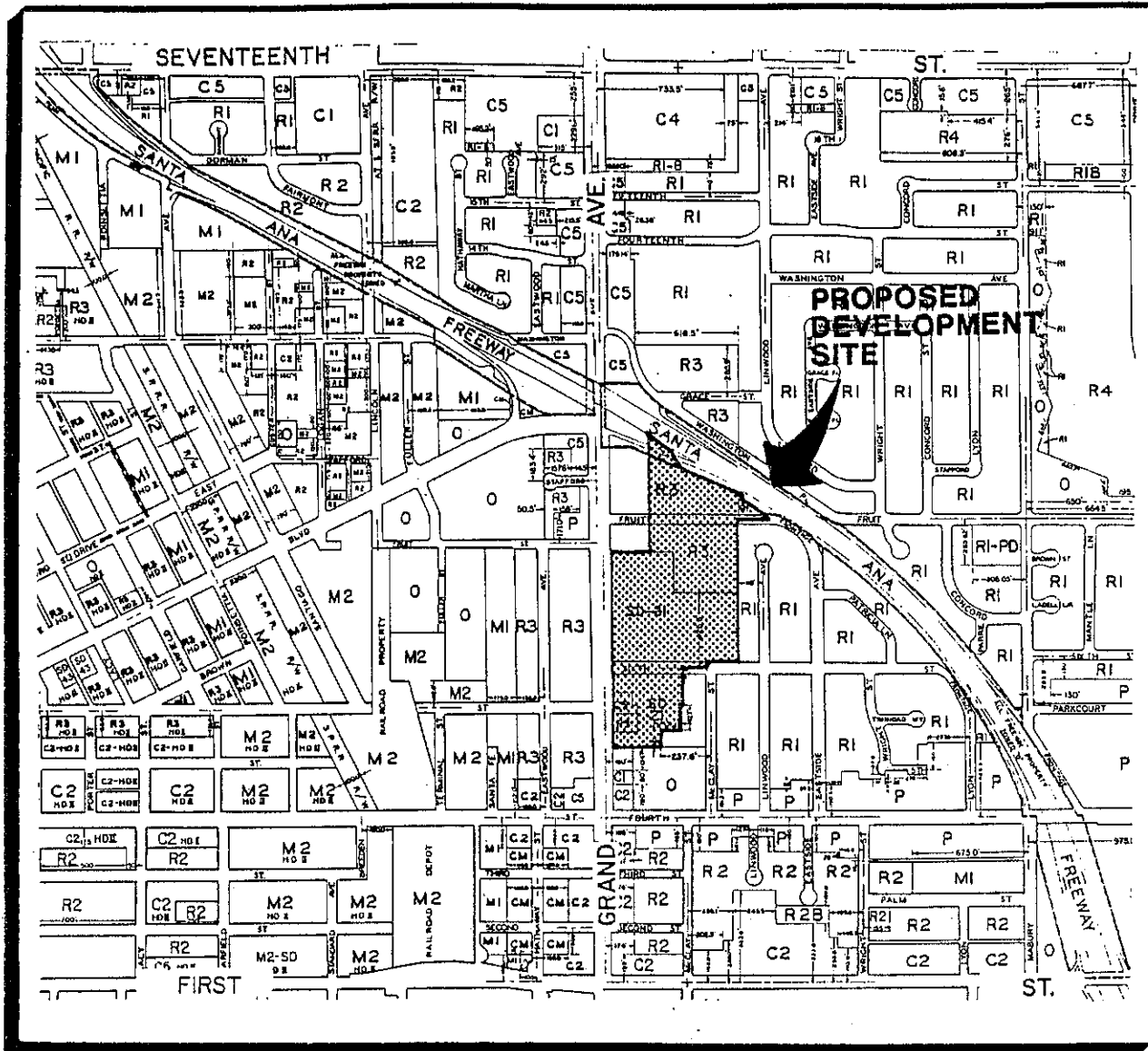

Daniel H. Young, Mayor

COUNCILMEMBERS:

Young	<u>Aye</u>
Pulido	<u>Abstained</u>
Acosta	<u>Aye</u>
Griset	<u>Aye</u>
McGuigan	<u>Aye</u>
Norton	<u>Aye</u>
Richardson	<u>Aye</u>

APPROVED AS TO FORM:


Edward J. Cooper
City Attorney



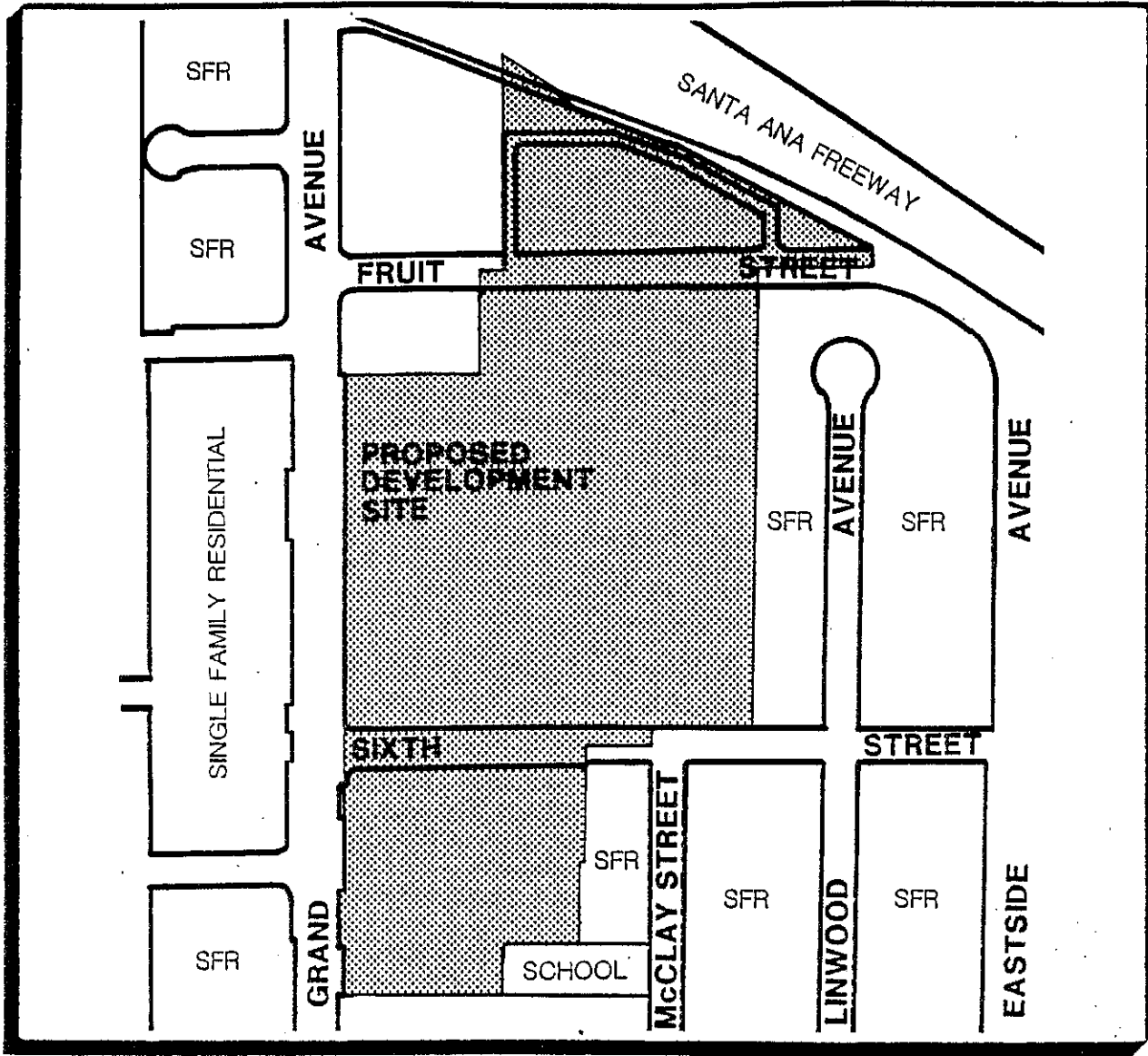
ZONING DISTRICT

ADOPTED BY RESOLUTION NO. 4007 BY THE SANTA ANA PLANNING COMMISSION
 PART OF ORDINANCE NO. NS-341 ADOPTED BY THE SANTA ANA CITY COUNCIL, SEPTEMBER 2, 1958

O	OPEN SPACE	LP	LIMITED PROFESSIONAL	CM	COMMERCIAL MANUFACTURING
A1	GENERAL AGRICULTURE	P	PROFESSIONAL	LM	LIMITED MANUFACTURING
RE	RESIDENTIAL ESTATE	SD	SPECIFIC DEVELOPMENT	M1	LIGHT INDUSTRIAL
R1	SINGLE FAMILY RESIDENTIAL	CR	COMMERCIAL RESIDENTIAL	M2	HEAVY INDUSTRIAL
R2	LIMITED MULTIPLE FAMILY RESIDENTIAL	C1	COMMUNITY COMMERCIAL	-PD	PLANNED DEVELOPMENT
R3	MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL	C2	GENERAL COMMERCIAL	-PRD	PLANNED RESIDENTIAL DEVELOPMENT
R4	SUBURBAN APARTMENT	C3	CENTRAL BUSINESS	-B	PARKING MODIFICATION
CD	CIVIC DEVELOPMENT	C4	PLANNED SHOPPING CENTER	-HDII	HEIGHT DISTRICT II
		C5	ARTERIAL COMMERCIAL		



EXHIBIT A



GPA 90-12/AA 1047/SD 21

THE ORANGE COUNTY REGISTER
625 NORTH GRAND AVENUE



EXHIBIT B

AMENDED SPECIFIC DEVELOPMENT PLAN NO. 21

SECTION 1. APPLICABILITY OF ORDINANCE

The Specific development zoning district for the subject property, as authorized by Chapter 41, Division 26, Sec. 41-593 et seq., of the Santa Ana Municipal Code, is specifically subject to the standards and regulations contained in this plan for the express purpose of establishing land use regulations and standards. All other applicable chapters, articles and sections of the Santa Ana Municipal Code shall apply unless expressly waived or superseded by this ordinance.

SECTION 2. PURPOSE

The SD #21 development plan consisting of standards and regulations is hereby established for the express purpose of protecting the health, safety and general welfare of the people of the City by promoting and enhancing the value of properties and encourage orderly development.

SECTION 3. USES PERMITTED

The following uses shall be permitted:

- A. Total gross square footage permitted shall not exceed 987,590 gross square feet. Activities shall be proportioned in accordance with the following:
 - 3.1 Up to three hundred thousand (300,000) square feet of professional and administrative offices.
 - 3.2 Up to three hundred fifty thousand (350,000) square feet of newspaper plant production facilities.
 - 3.3 Up to seven hundred twenty five thousand (725,000) square feet of production support facilities.
 - 3.4 Up to sixty thousand (60,000) square feet of office storage facilities.
- B. Parking facilities to serve permitted uses.
- C. Equipment and vehicle maintenance accessory to permitted uses.
- D. Microwave transmission devices at ground level or on the roof of each building. All devices shall be screened from public view per Planning Division approval.

- E. Satellite dishes at ground level or on the roof of each building. All dishes and mechanical equipment, future or existing, shall be screened from public view per Planning Division approval.

SECTION 4. HEIGHT LIMIT

- A. No building or structure shall exceed one hundred fifty (150) feet in height north of Sixth Street and one hundred (100) feet in height south of Sixth Street.
- B. No building or structure, including mechanical appurtenances and communications facilities located on a roof and exclusive of the first thirty-five (35) feet of a structure, shall intercept a plane that rises 1.65 foot for every two (2) lineal feet drawn from the nearest point of adjacent property lines zoned Single-Family Residential.

SECTION 5. SIGNS

- A. Signage related to expansion must be consistent with current signage ordinances and will be submitted to the Planning Division for plan check and permitting.

SECTION 6. LANDSCAPING, SETBACK AND OTHER REQUIREMENTS

- A. Prior to issuance of building permits, landscape plans shall be submitted to and approved by the Planning Division as to conformance with the provisions of this ordinance.
- B. There shall be the following minimum building setbacks for any new building along Grand Avenue:
 - 1. There shall be a minimum building setback of 20 feet from the property line for any new building not exceeding 100 feet in height, including mechanical and storage appurtenances.
 - 2. There shall be a minimum building setback of 30 feet from the property line for any new building exceeding 100 feet in height, including mechanical and storage appurtenances.
- C. The Commercial Landscape Standards per Section 41-372 and parking structure design and development standards shall apply to the site.

- D. Landscape planters within surface parking areas shall be 8 1/2 feet by 18 feet in length. A landscape planter shall be provided for every 10 parking spaces per the commercial standards.
- E. A minimum of five feet of landscaped area shall be maintained between and outside property line and any new surface parking.
- F. A ten foot landscaped setback shall be installed along any rear lot line adjacent to single-family residences or R-1 zoned property.
- G. Curb cuts shall be permitted to provide access to the site subject to the approval of the Director of Public Works Agency.

SECTION 7. PARKING REQUIREMENTS

Required parking shall be in conformance with the following standards:

- A. Off-street parking shall be provided in the manner prescribed in Article IV of Chapter 41 of the Santa Ana Municipal Code in effect on the effective date of this ordinance.

SECTION 8. OPERATIONAL STANDARDS

PLANNING DIVISION

- A. That a minimum six foot high, six inch wide decorative masonry block wall, to the approval of the Planning Division, be constructed along all property lines where such property lines abut residentially used or zoned land and land zoned Open Space (O). The height of such wall shall be determined by the Planning Division after consultation with abutting property owners.
- B. That landscaping, as required in Section 6 above, provide ground cover (intermediate and vertical plantings) sufficient to buffer adjacent residential and school uses.
- C. The landscaping required by Section 6 shall include, at minimum, the following: One 24-inch box canopy tree and six 5-gallon shrubs of each 25 feet of street frontage of the lot. Ground covering and shrubbery shall be provided which are substantial enough to cover all ground areas.

- D. In addition to other landscaping required by this Section, landscaped areas designed to buffer adjacent property from the activities on the lot shall be installed and maintained in accordance with the following requirements:
1. A landscaped area as determined by the Planning Division after consultation with adjacent property owners shall be installed between the rear property line of the lot adjacent to single family residences and R-1 zoned property and any surface parking or driveway (excluding fire access) area adjacent thereto.
 2. Landscaped areas required by this subsection shall include, at a minimum, landscape buffering that meets landscape standards. Such areas shall be landscaped with mature trees and shrubbery of sufficient height to be capable of acting as an effective buffer between adjacent uses.
- E. That prior to submittal of plans for building permits, the applicant shall submit fully detailed architectural renderings and site development plans to the Planning and Building Agency for review and approval according to the procedures and requirements of Municipal Code Section 41-593.5(c) (Planning Commission approval required). Each developed phase shall require full compliance with the requirements of SD-21.
- F. All equipment and vehicle maintenance shall be conducted within a fully enclosed building.
- G. Any surface level microwave transmission devices and satellite dishes shall be screened from view from any adjacent street by a block wall and landscaping or any combination thereof. Plans shall be submitted to the Planning Manager for review and approval as to conformance with this ordinance prior to placement/construction on the property. Rooftop mechanical equipment, including microwave transmission and reception devices and satellite dishes (including existing rooftop equipment and/or structure) shall be screened in accordance with the requirements of the Planning Division or incorporated into the design of the structure and approved by the Planning Commission pursuant to Section 8, paragraph E above.

- H. The following development standards are provided as guidelines for future review of structures proposed for this site.
1. Curtain wall construction and "rows" or "stacks" of panels should be avoided. Massing or block construction should be utilized. Building wall offsets, recessed portals and pedestrian access and appropriate building scale should be utilized to break up a blank monotonous building walls.
 2. Use of highly reflective glazing is discouraged. Building materials should be balanced to bring interest to the architecture. Overuse of glass (more than fifty percent (50%) is discouraged. If glass is the major theme of building material, a light and glare study shall be submitted to the Planning Manager for review by Planning Commission at such time as building plans are reviewed.
- I. A planned sign program shall be reviewed and approved by the Planning Division as to conformance with this ordinance. The design of signs located on-site shall be subservient to and consistent with the building it services. As such, signs shall be permitted within an architecturally established area of the building face and shall be designed as a harmonious element within the overall building design concept.
- J. Truck access shall be via Grand Avenue.
- K. There shall be no external loudspeaker or other public address system.
- L. Prior to finalization of architectural and site development plans, the applicant shall meet regularly with the community concerning such plans.
- M. Prior to recordation of Abandonment No. 90-A7, record final Parcel Map No. 90-377.

SECTION 9.

PUBLIC WORKS AGENCY

- A. Prior to the issuance of a Building Permit, complete the following:
1. File, process and record vacation documents for the alleys north of Fruit Street, Fruit Street and Sixth Street.

2. Dedicate the new Fruit Street cul-de-sac per approved improvement plans.
 3. Dedicate Grand Avenue for a width of 50' from street centerline to property line.
 4. Dedicate exclusive underground, non-exclusive surface easements and traffic signal easements, to the City of Santa Ana per approved plans.
 5. Submit documentation assuring that the disposition of access to the residential properties on Linwood and Eastside Avenues has been completed.
- B. Prior to issuance of a utility release, complete the following:
1. Improve Fruit Street as follows:
 - a) Construct cul-de-sac per approved improvement plan.
 - b) Construct two driveways per City Standard #1112, Case 2, (W=32', A=40', and X=4').
 - c) Install "No Stopping Anytime" Zone.
 - d) Furnish ornamental street lighting with underground service as directed by the City Engineer.
 - e) Construct street tree wells and plant minimum size 24 inch box trees per City Standard #1124 at locations in accordance with approved improvement plans.
 - f) Install signage and striping per approved plans.
 - g) Relocate utilities per approved plans.
 - h) Construct storm drain catch basins at end of existing 78 inch storm drain.
 2. Improve Eastside Avenue as follows:

Construct cul-de-sac per approved improvement plan. The location of this cul-de-sac will be based on the timing of the Route 5 Freeway widening project.

3. Improve the Sixth Street/McClay Street intersection as follows:

- a) Construct curb, gutter, sidewalk and pavement per improvement plans.
- b) Install signage and striping per approved plans.
- c) Furnish ornamental street lighting with underground service as directed by the City Engineer.
- d) Construct street tree wells and plant minimum size 24 inch box trees per City Standard #1124 at locations in accordance with approved improvement plans.
- e) Relocate utilities per approved plan.

4. Improve Grand Avenue as follows:

- a) Construct new southerly driveway per City Standard #1112, Case 2, (W=25', A=33', and X=4').
- b) Construct new driveway, north of the proposed parking structure per City Standard #1112, Case 2, (W=40', A=48', and X=4').
- c) Construct new curb, gutter, sidewalk and pavement at 42' easement of street centerline on Grand Avenue, south of the proposed parking structure.
- d) Construct new traffic signal system at the intersection of vacated Sixth Street and Grand Avenue per approved improvement plans.
- e) Remove and replace existing broken pavement.
- f) Relocate behind the new curb, the most southerly Grand Avenue fire hydrant.
- g) Install "No Stopping Anytime" zone.
- h) Construct street tree wells and plant minimum size 24 inch box trees per City Standard #1124 at locations in accordance with approved improvement plans.

5. Developer shall comply with mitigation measures applicable to the project set forth in the Environmental Impact Report and as modified in the responses to the comments.
6. Record CC&R's with provisions to guarantee adherence to the TDM Program as outlined in the "Traffic Study". The TDM Program shall establish an Annual Penalty Fee Schedule for failure to achieve the trip reduction goal per direction of the City Engineer. The TDM Program shall be required to adhere to the TDM Mitigation Measures that are consistent with, and no more burdensome than, requirements of similar projects under the jurisdiction of the City of Santa Ana.

SECTION 10. POLICE DEPARTMENT

- A. Must comply with the provisions of Chapter 8, Article II, Division 3 of the Santa Ana Municipal Code, Bldg. Sec. Ord.
- B. Security Lighting Requirements:
 1. Exterior doorways shall be equipped with a lighting device capable of producing a minimum maintained one footcandle of light at the base of the door.
 2. Open parking lots shall be provided with a minimum maintained one footcandle of light on parking surface from dusk till dawn.
 3. All exterior lights must be equipped with vandal resistant covers. Light shall not shine away from subject property.
 4. All walkways and aisles shall be equipped with a lighting device capable of providing a minimum maintained one footcandle of light between lights.
 5. Provide other security measures described in letter dated December 1, 1983.

SECTION 11. BUILDING DIVISION

- A. Comply with all requirements resulting from plan check review of complete engineered plans.

SECTION 12. ENVIRONMENTAL IMPACT REPORT REQUIREMENTS

- A. Conditions, Covenants and Restrictions (CC&R's) shall be provided which require future tenants and property owners to participate in the required Transportation Demand Management Program and other mitigation measures as specified in the Environmental Impact Report.
- B. Each future structure(s) shall be required to submit for Site Plan Review to ensure conformity with the Master Plan and certified Environmental Impact Report, providing the opportunity to apply conditions to ensure compliance.
- C. Prior to issuance of Utility Release, complete the following:
 - 1. Comply with all mitigation measures applicable to the approved Site Plan and as set forth in the Final EIR.
 - 2. Comply with the requirements of the Development Agreement.
 - 3. Comply with all provisions as set forth in the Mitigation Monitoring Program.

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Clerk of the Council
City of Santa Ana
Post Office Box 1988
Santa Ana, CA 92702

(For Recorder's Use Only)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is dated as of this day of _____, 1991, by and among the CITY OF SANTA ANA, a municipal corporation ("City"), REGISTER PROPERTIES, INC., a California corporation ("Register") and FREEDOM NEWSPAPERS, INC., a California corporation ("Freedom").

R E C I T A L S:

This Amendment is entered into on the basis of the following facts, understandings, and intentions of the parties:

A. City and Freedom have entered into that certain Development Agreement dated April 19, 1984 with regard to certain real property located in the City of Santa Ana, County of Orange, State of California (the "Original Property") as more particularly described therein (the "Development Agreement"). The Development Agreement was recorded on July 20, 1984 as Instrument No. 84-300895 in the Official Records of the Office of the County Recorder of the County of Orange.

B. Thereafter, Freedom acquired certain additional properties located in the City of Santa Ana, County of Orange, State of California, (the "Additional Property") which were incorporated into the Development Agreement through an amendment to the Development Agreement dated July 31, 1984 (the "First Amendment"). The First Amendment was recorded on August 31, 1984 as Instrument No. 84-366291 in the Official Records of the Office of the County Recorder of the County of Orange. The Original Property and Additional Property are sometimes hereinafter referred to as the "Register Site."

C. Register has obtained an option to acquire certain adjacent properties in order to provide for the expansion of the existing Register facility (the "Adjacent Properties").

D. Freedom and Register have obtained a general plan amendment, a zone change, a parcel map and other required approvals required in order to incorporate the Adjacent Properties into the Register Site for the expansion of the Register facilities (the "Land Use Approvals").

E. Freedom, Register and City desire to amend the Development Agreement, as amended, to include the Adjacent Properties as part of the Register Site (hereinafter collectively referred to as the "Property") and to incorporate the Land Use Approvals into the Development Agreement upon the terms and conditions stated herein.

F. An environmental impact report for the development and use of the Property in accordance with the Land Use Approvals and the Development Agreement as hereby amended (the "E.I.R.") has been prepared and certified in accordance with the California Environmental Quality Act.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit "A" to the Development Agreement, as amended, is hereby deleted in its entirety and a new Exhibit "A" attached hereto and incorporated herein by this reference is substituted in its place and stead to incorporate the Adjacent Properties within the provisions of the Development Agreement.

2. Paragraph 2 of the Development Agreement as amended, is hereby further amended to read as follows:

"Interest of Property Owner. Freedom represents that it is the owner in fee of the real property described in Exhibit "B-1" attached hereto and incorporated herein by this reference. Register represents that it has an option to acquire the real property described in Exhibit "B-2" attached hereto and incorporated herein by this reference."

3. Exhibit "B" to the Development Agreement referenced in paragraph 2 thereof is hereby deleted in its entirety and new Exhibits "B-1" and "B-2" attached hereto and incorporated herein by this reference are substituted in its place and stead.

4. Paragraph 5 of the Development Agreement is hereby deleted, in that the City has previously rezoned the Register Site to the SD (Specific Development) use district, and likewise has, by the same ordinance approving this Second Amendment to Development Agreement, rezoned the Adjacent Properties to the SD use district and adopted an amended Specific Development Plan No. 21 for the entire Property.

5. Exhibit "C" to the Development Agreement, as amended, is hereby deleted in its entirety, in that an amended Specific Development Plan No. 21 has been adopted for the Property by the same ordinance approving this Second Amendment to Development Agreement.

6. Paragraph 6 of the Development Agreement is amended to read as follows:

"Permitted Uses of the Property."

The parties hereby agree that, for the term of this Agreement, the permitted uses of the Property shall be all uses permitted on the Property by the amended Specific Development Plan No. 21, as adopted by the ordinance approving the Second Amendment to this Development Agreement. The density (intensity of use), maximum height and size of the proposed structures, provisions for reservation or dedication of land for public purposes, access and required parking on the Property shall be as stated in the said amended Specific Development Plan and in the Land Use Approvals. Freedom and Register shall have those benefits granted and obligations created to permit development of the Property in accordance with the said amended Specific Development Plan and this Agreement."

7. Paragraph 8 of the Development Agreement is amended by adding a subparagraph (c) thereto, to read as follows:

"(c) Additional consideration for Second Amendment. In addition to the consideration described in subparagraphs (a) and (b) of paragraph 8 of the Development Agreement, Freedom and Register agree to provide the public improvements and/or facilities required by the Land Use Approvals, and the City agrees to vacate streets in accordance with the site plan for the Property approved as part of the Land Use Approvals."

8. Paragraph 9 of the Development Agreement is amended to read as follows:

"9. Effect of Agreement on Land Use Regulations. The parties hereby agree that, for the term of this Development Agreement, as amended, following the effective date of the Second Amendment to this Development Agreement, the rules, regulations and official policies governing the design, improvement and construction standards and specifications applicable to development of the Property shall be those rules, regulations and official policies in force at the time of the effective date of said Second Amendment, except Freedom and Register shall be subject to changes in the building codes and construction specifications, occurring from time to time, which are not inconsistent with paragraph 6 of the Development Agreement, as amended, provided that such changes: (i) are found by the City Council to be in the best interests of the health and safety of its citizens and (ii) are generally applicable to all other applicants in the City. Notwithstanding the foregoing Freedom and Register shall pay those processing, inspection and other fees and charges required by City in connection with development of the Property provided that such fees and charges are generally applicable to all other developments within the City. This Agreement does not prevent City in subsequent actions applicable to the Property from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the Property as set forth in paragraphs 6 or 9 of the Development Agreement, as amended. This Agreement does not prevent City from denying or conditionally approving any subsequent development project application submitted for other real property which is not related to the Property or this Agreement on the basis of existing or new rules, regulations and policies."

9. Paragraph 13 of the Development Agreement is hereby amended to read as follows:

"13. Environmental mitigation measures. In its development and use of the Property, Freedom and Register shall comply with all the mitigation measures set forth in chapter 3.0 of the E.I.R., provided, however, that Freedom and Register shall not be responsible for any mitigation measure which is to be carried out by the California Department of Transportation in connection with the widening of the I-5 freeway."

10. Paragraph 17 of the Development Agreement is hereby amended to read as follows:

"17. Notices. Unless otherwise specifically provided in writing, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been delivered upon actual personal delivery or as of three (3) business days after mailing by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City: Executive Director
Planning and Building Agency
City of Santa Ana
20 Civic Center Plaza, M-20
Santa Ana, CA 92702

If to Freedom
and Register: The Register
625 North Grand Avenue
Santa Ana, CA 92711
Attn: Mr. Thomas M. Grochow"

11. Paragraph 18 of the Development Agreement is hereby amended to read as follows:

"18. Term of Agreement. The term of this Agreement shall commence on the effective date of this Second Amendment and shall continue, unless sooner terminated pursuant to the terms hereof, for twenty-five (25) years thereafter."

12. This Second Amendment shall become effective immediately upon the close of escrow for the Register's acquisition of the Adjacent Properties, or upon the effective date of the ordinance approving this Second Amendment, whichever last occurs.

13. Except as expressly amended, modified, or changed by this Second Amendment, the terms and conditions of the Development Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Development Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF SANTA ANA

Janice C. Guy
Clerk of the Council

By: _____
Daniel H. Young,
Mayor

APPROVED AS TO FORM:

FREEDOM NEWSPAPERS, INC.
A California corporation

Edward J. Cooper
City Attorney

By: _____
R. David Threshie
Vice President

By: _____
Richard Wallace
Secretary

REGISTER PROPERTIES, INC.
A California corporation

By: _____
Thomas Grochow
Chief Executive Officer

By: _____
Richard Wallace
Chief Executive Officer