



SPECIFIC DEVELOPMENT No. 55

AMENDMENT APPLICATION 1036

NS-2057

ORDINANCE NO. NS- 2057

REL:mb(4a)
3/5/90

AN ORDINANCE OF THE CITY OF SANTA ANA REZONING CERTAIN PROPERTY LOCATED ON THE SOUTHWEST CORNER OF SANTA ANA BOULEVARD AND FLOWER STREET FROM THE CD (CIVIC DEVELOPMENT), C1 (COMMUNITY COMMERCIAL), R2 (TWO-FAMILY RESIDENCE) AND R3 (MULTIPLE-FAMILY RESIDENCE) DISTRICTS TO THE SD (SPECIFIC DEVELOPMENT) DISTRICT, ADOPTING SPECIFIC DEVELOPMENT PLAN NO. 55 FOR SAID PROPERTY, AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND HUTTON DEVELOPMENT CO., INC. PERTAINING TO SAID PROPERTY.

WHEREAS, Amendment Application No. 1036 has been filed with the City of Santa Ana to change the zoning district designation of certain real property located generally on the southwest corner of Santa Ana Boulevard and Flower Street in the City of Santa Ana, and more specifically delineated in Exhibit A, attached hereto and incorporated herein by reference, from the CD (Civic Development), C1 (Community Commercial), R2 (Two-Family Residence) and R3 (Multiple-Family Residence) districts to the SD (Specific Development) district, and to adopt Specific Development Plan No. 55, set forth in Exhibit B, attached hereto and incorporated herein, for said property; and

WHEREAS, the applicant Hutton Development Co., Inc., proposes to develop said property in accordance with Specific Development Plan No. 55 and in this regard has requested to enter into a Development Agreement in the form set forth in Exhibit C, attached hereto and incorporated herein, with the City of Santa Ana, in accordance with sections 65864 et seq. 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 February 12 and 26, 1990, on said Amendment Application, Specific Development Plan and 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, Specific Development Plan and Development Agreement; and

WHEREAS, after completion of Environmental Review No. 89-9, the City of Santa Ana prepared, and the City Council has considered, a Negative Declaration stating that the development of the property as proposed by Hutton Development Co. (the "project") will not have a significant effect on the environment if such development incorporates, or is conditioned upon compliance with, certain mitigation measures, and such mitigation measures have been incorporated into Specific Development Plan No. 55; and

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WHEREAS, this Council, prior to taking action on this ordinance, has held a duly noticed public hearing on Amendment Application No. 1036, Specific Development Plan No. 55, and the proposed Development Agreement;

NOW, THEREFORE, the City Council of the City of Santa Ana does ordain as follows:

1. The Negative Declaration for the project, with its finding that the project, as conditioned by the mitigation measures set forth in the Negative Declaration, will not have a significant effect on the environment, is hereby approved.

2. The SD (Specific Development) district designation and Specific Development Plan No. 55, as proposed in Amendment Application No. 1036, and the Development Agreement 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.

3. Those parcels of real property located generally on the southwest corner of Santa Ana Boulevard and Flower Street and more specifically delineated in Exhibit A, attached hereto and incorporated herein, are hereby reclassified from the CD (Civic Development), C1 (Community Commercial), R2 (Two-Family Residence) and R3 (Multiple-Family Residence) districts to the SD (Specific Development) district.

4. Specific Development Plan No. 55, set forth in Exhibit B, attached hereto and incorporated herein, is hereby approved and adopted for the abovesaid property.

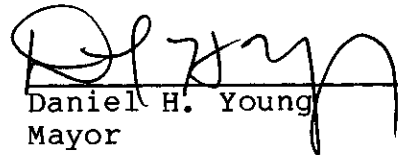
5. That certain Development Agreement between the City of Santa Ana and Hutton Development Co., Inc., in the form set forth in Exhibit C, attached hereto and incorporated herein, is hereby approved, and the Mayor is authorized to execute said Agreement on behalf of the City of Santa Ana following its execution by Hutton Development Co., Inc., and the Clerk of the Council to attest to the same.

6. The Clerk of the Council is directed to cause a copy of the said Development Agreement to be recorded in the official records of Orange County, California, within ten days following its effective date.

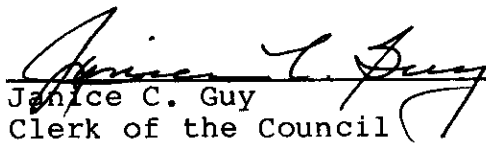
ORDINANCE NO. NS- 2057
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7. In order to assure compliance with the mitigation measures set forth in the Negative Declaration approved for the project, the Reporting/Monitoring Program set forth in Exhibit D, attached hereto and incorporated herein, is hereby approved and adopted.

ADOPTED this 2nd day of April, 1990.


Daniel H. Young
Mayor

ATTEST:

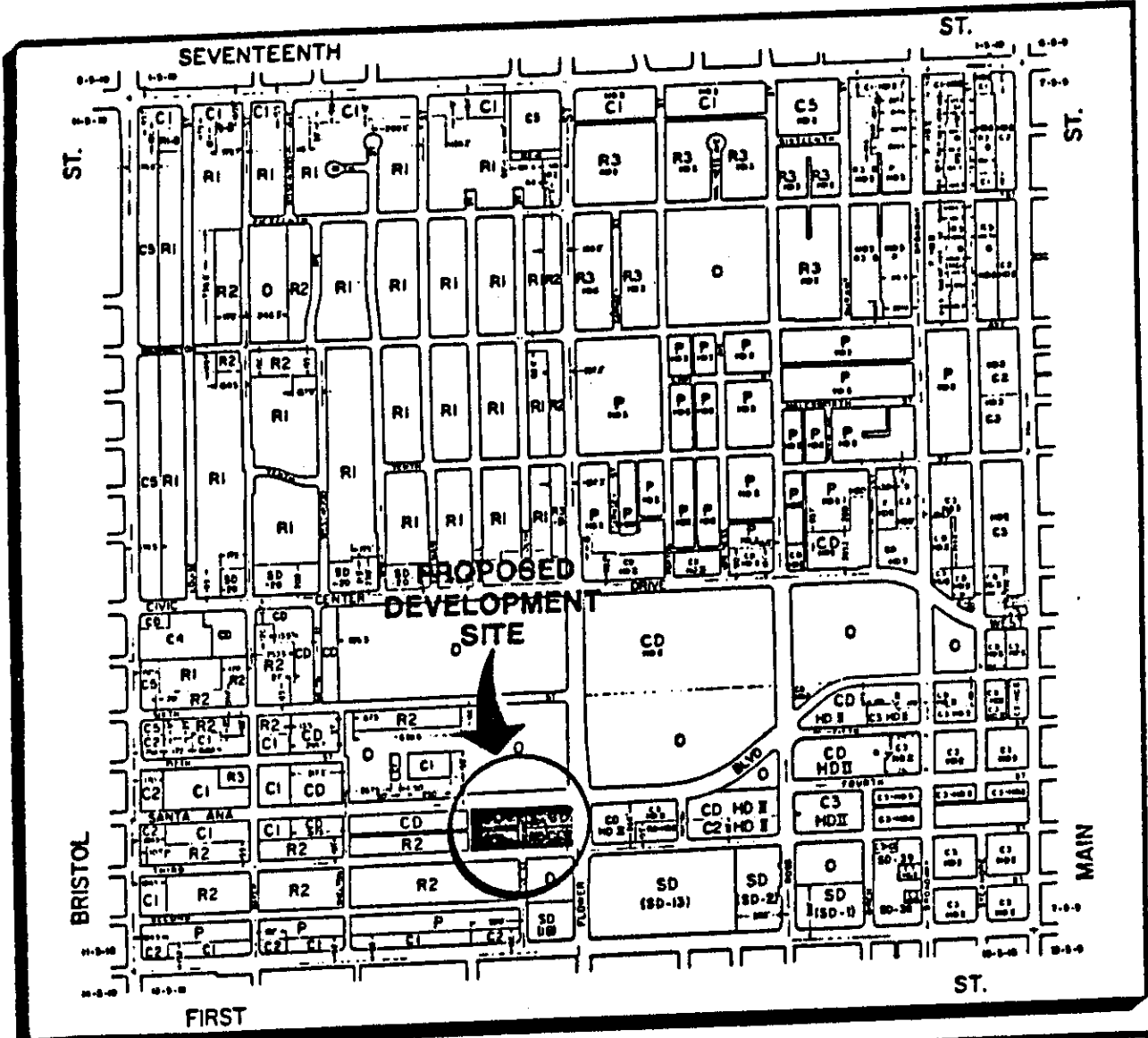

Janice C. Guy
Clerk of the Council

COUNCILMEMBERS:

Young	<u>Aye</u>
Acosta	<u>Nay</u>
Griset	<u>Aye</u>
May	<u>Aye</u>
McGuigan	<u>Aye</u>
Norton	<u>Aye</u>
Pulido	<u>Aye</u>

APPROVED AS TO FORM:


Edward J. Cooper
City Attorney



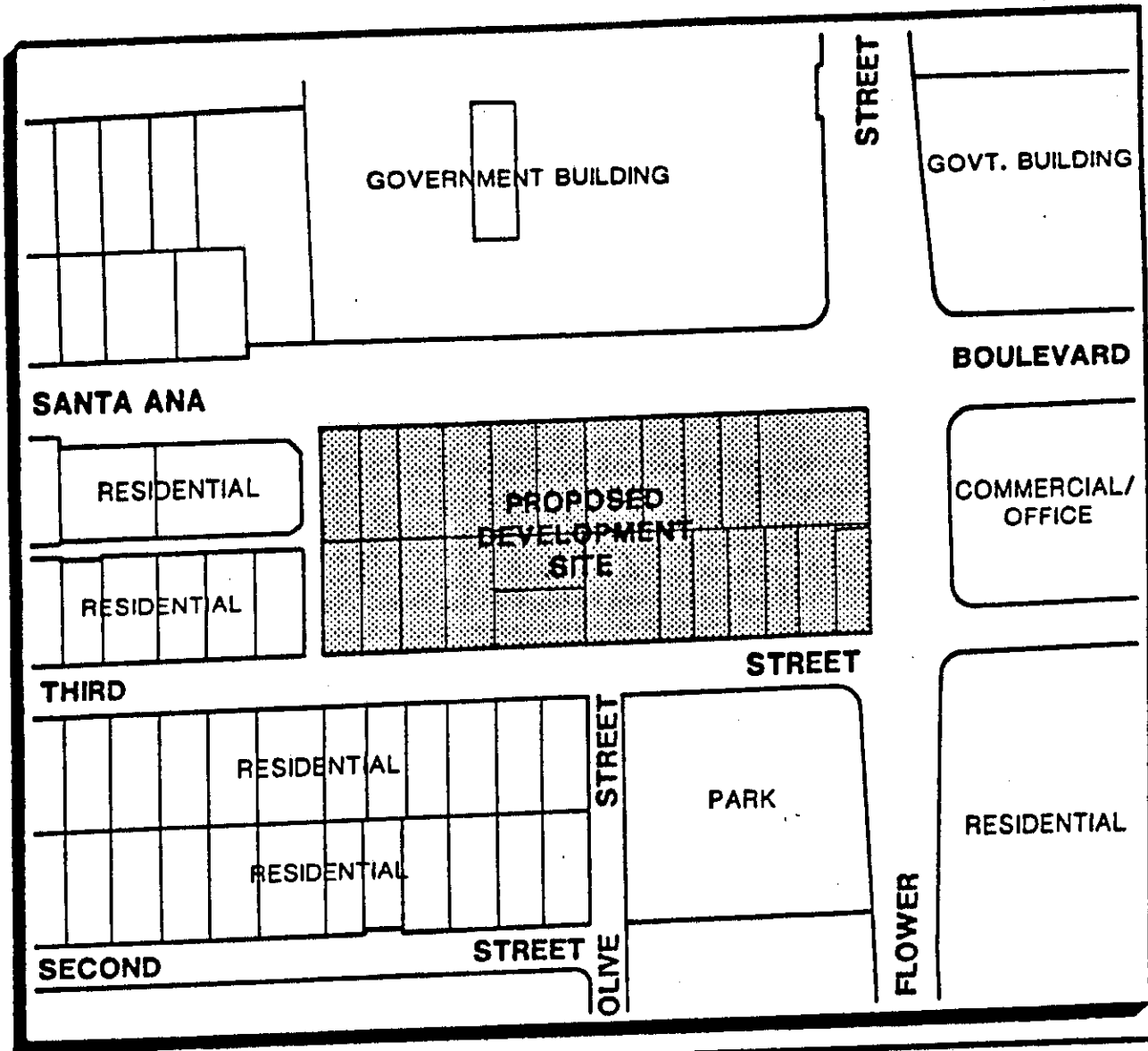
ADOPTED BY RESOLUTION 60-581 BY THE SANTA ANA PLANNING COMMISSION
PART OF ORDINANCE 60-58-201 ADOPTED BY THE SANTA ANA CITY COUNCIL, JULY 26, 1960

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

AA 1036/SD 55
DA 90-1



EXHIBIT A



AA 1036/SD 55
 DA 90-1

HUTTON DEVELOPMENT CO., INC.
300-320 NORTH FLOWER STREET

EXHIBIT A

p. 1



SPECIFIC DEVELOPMENT PLAN NO. 55

I. PERMITTED USES AND DEVELOPMENT STANDARDS

A. Applicability of Ordinance

The specific development zoning district for the subject property as authorized by Chapter 41, Division 26, Section 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.

B. Purpose

The SD-55 specific 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 the properties and encouraging orderly development.

C. Uses Permitted

1. Professional, administrative and business offices where no merchandises is sold, excluding medical.
2. Government offices and facilities.
3. Parking of motor vehicles in connection with any permitted use for private parking.
4. Commercial uses which do not exceed ten (10) percent of the building area of all the buildings on the parcel on which they are located and which are supportive of, compatible with, and integrated into the professional and business uses on such parcel, excluding retail centers and drive-thru facilities.

D. Building Setbacks

Main Structures:

Front (Flower Street): 15 feet
 Side (Santa Ana Blvd & Third Street): 15 feet
 Rear (Alley): 20 feet

Accessory Structure:

Front (Flower Street): 15 feet
 Side (Santa Ana Blvd & Third St.): 15 feet
 Rear (Alley): 20 feet

NOTE: Any portion of a structure which is separated by a public street from property used or zoned for residential purposes shall have a minimum setback of 21 feet.

E. Height

No main structure shall exceed one hundred and thirty eight (138) feet in height.

No accessory structures shall exceed seventy-two (72) feet in height.

F. Parking

Professional, administrative and business offices: one parking space per 333 1/3 square feet of gross floor area shall be provided for such uses.

Miscellaneous Parking: Per current requirements of Chapter 41.

G. Landscaping

The Santa Ana Municipal Code Commercial Landscape Standards shall apply to this project.

H. Phasing

Any development which would result in the creation of development phases will require review by the Planning Commission.

11. CONDITIONS OF DEVELOPMENT

A. PLANNING

1. A parcel map shall be applied for and approved prior to submittal into building plan check.
2. Install decorative paving at all driveway entrances and exits. In addition, decorative paving shall be used throughout the courtyard area and it shall be used linking the parking structure to the open courtyard.
3. A sign program shall be submitted to the Planning Department and shall be approved prior to issuance of building permit.
4. A landscape plan shall be submitted to the Landscape Associate prior to submittal into building plan check.
5. Project shall adhere to mitigation measures outlined in the Negative Declaration (Environmental Review No. 89-9).

B. PUBLIC WORKS AGENCY

1. Prior to Site Plan Approval, complete the following:
 - a. Alley at West End of Project
 - 1) Depict Alley aprons at Third Street and Santa Ana Boulevard to be per City Standard #111 (curb return type not allowed).
2. Prior to issuance of a Building Permit, complete the following:
 - a. Dedicate Santa Ana Boulevard for a width of 52 feet from centerline to property line.
 - b. File and complete the abandonment of Olive Street between Third Street and Santa Ana Boulevard.
 - c. Dedicate Alley for a width of 10 feet from centerline to property line to include 10 foot by 10 foot cutoffs at Third Street and Santa Ana Boulevard.
3. Prior to issuance of a Utility Release, complete the following:

a. Santa Ana Boulevard

- 1) Remove all existing street curb, gutter, paving to centerline, sidewalk, trees, etc. and construct new street paving from centerline to new curb and gutter at 44 feet from centerline.
- 2) Construct new full width sidewalk with tree wells.
- 3) Construct new driveways in accordance with approved plans.
- 4) Furnish ornamental street lights with underground service as directed by City Engineer.
- 5) Plant (8) 24-inch minimum box trees in 8 tree wells at approved locations.
- 6) Relocate any interfering utilities per approved improvement plan.
- 7) Install "No Stopping Anytime" Zone.

b. Third Street

- 1) Remove street paving from centerline to curb, existing curb, walk, driveways, and any interfering utility.
- 2) Construct new street paving to new curb and gutter at 20 feet from centerline with new sidewalk per site plan.
- 3) Remove all trees and plant 12 new 24-inch box trees at locations per approved plan.
- 4) Furnish ornamental street lighting with underground service as directed by City Engineer.
- 5) Construct any approved driveways per City Standard #1112 from approved plans.

- 6) Remove existing curb return and construct new 35 foot radius curb return with wheelchair ramp.
NOTE: Coordinate any construction with City contractor doing Flower Street widening.
- 7) Install "No Stopping Anytime" Zone.

c. Alley

- 1) Remove existing asphalt concrete alley with concrete gutter and construct new 20 foot wide alley between Third Street and Santa Ana Boulevard with concrete paving per approved plans to include cut-offs and alley approaches at both street intersections.
- 2) Install "No Stopping Anytime" Zone.

d. Sewer Laterals:

To be constructed prior to November 1, 1989.

- 1) Construct laterals for each building into existing 15 inch sewer main in Flower Street.
NOTE: City Contract to pave Flower Street will commence in October, 1989; and no street cutting will be allowed after new concrete paving is constructed.

- e. File for review and approval by the Public Works Agency, a Transportation Demand Management Plan (TDM), consistent with the "TDM Strategy Plan for Hutton Civic Centre Plaza, Phases I and II," dated May 30, 1989.

4. The following condition shall be incorporated into SD-55:
 - a. Six (6) months after occupancy of Phase I, the City will conduct a Traffic Impact Study on the surrounding neighborhood to determine if any traffic diverters; parking controls; etc. are necessary.

C. FIRE DEPARTMENT

1. Driveway apron onto the private fire vehicular access lane shall be a minimum of 20 feet in clear width.
2. Subterranean parking shall:
 - a. Have an automatic fire sprinkler system.

- b. Have mechanical smoke removal.
- 3. Sheriff's underground access tunnel between subterranean parking and tower basement shall have automatic fire sprinklers and mechanical smoke removal.

D. POLICE DEPARTMENT

- 1. The following conditions pertain to the parking structure:
 - a. Additional access points shall be equipped with sliding or rolling gates operated by both automatic and manual controls along the southern perimeter.
 - b. The exterior walls surrounding the first floor (ground level) will be a maximum of 3 feet high.
 - c. Decorative grill work (1/2 inch round steel, maximum spacing 5 inches) or metal screening must be provided in the space between the top of the 1st floor wall and the flooring of the second parking level.
 - d. Exterior walls will be of open air design to provide maximum visibility.
 - e. Elevators and stairwells connecting decks of the facility will have large windows or be open air to the exterior of the structure.
 - f. Stairwell exterior first floor exit doors will be designed "one way" with hardware on the inside only.
 - g. Sub stairwells must be equipped with a minimum 8 inch convex shatterproof mirror at each stairway bend.
 - h. Doors leading into stairwell or elevator landings or lobbies must be equipped with a minimum maximum 10 inch fire rated window placed at a 5 foot level.
 - i. First floor stairwell vestibules must be fully enclosed with a see-through material which allows egress only.
 - j. Shrubbery cannot be planted which will obscure the view into the structure.

- k. Two cameras will be positioned on each parking deck.
- 1. The access tunnel running between subterranean parking and basement of tower shall be secured.
- 2. A sign will be posted at all access points that the structure is being monitored.
- 3. The service drive is to be provided with a minimum maintained one footcandle of light.
- 4. The open space between towers to be provided with a minimum maintained .25 footcandles of light.

Recording Requested By:
City of Santa Ana

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-2:40 PM JUN 7 '90

When Recorded Return to:
City of Santa Ana
20 Civic Center Plaza M-30
Santa Ana, CA 92701

Lee A. Branch RECORDER

EXEMPT
C13

A-90-03 D

INSURANCE NOT REQUIRED
WORK MAY PROCEED
CLERK OF COUNCIL

DATE: 6/26/90

PRIOR COPIES SENT: PDA
FLW

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SANTA ANA

and

HUTTON DEVELOPMENT CO., INC.

This is to certify that this document
is presented for free
the City of Santa Ana under Government
Code Section 6103. *Shybell Perry*

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B. Pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health & Safety Code), the City Council of the City has previously adopted its Ordinances Nos. 1173 and 1258 establishing a Redevelopment Plan for the City of Santa Ana Community Redevelopment Project Area (the "Project Area"). The purpose of the Redevelopment Plan is to eliminate blight and redevelop the Project Area. Pursuant to Section VI of the Redevelopment Plan, the City is committed to aiding and cooperating with the Community Redevelopment Agency of the City of Santa Ana ("Agency") to carry out the Redevelopment Plan.

C. Developer has entered into a Disposition and Development Agreement ("the DDA") with the Agency dated MARCH 20, 19~~89~~⁹⁰, which provides for Developer to acquire certain real property owned by Agency in the Project Area consisting of approximately 3.6 acres of land bounded on the east by Flower Street, on the north by Santa Ana Boulevard on the south by Third Street, and on the west by a dedicated City alley, and more particularly described in Exhibit "A" to this Agreement (the "Site"). By virtue of Developer's rights under the DDA, Developer has an equitable interest in the Site within the meaning of the Development Agreement Statute.

D. The purpose of this Agreement is to establish Developer's vested rights to develop a commercial/office project of between 150,000-315,000 square feet (excluding

basement and penthouse areas) of building area plus attendant parking, landscaping, driveways, and related improvements (the "Project") on the Site in accordance with the City's existing ordinances, regulations, rules, and official policies, to assist in Agency's implementation of its Redevelopment Plan, to provide high quality commercial office facilities and employment opportunities for the citizens of Santa Ana and the surrounding region, and to generate substantial additional tax revenues to the City and Agency to enable them to maintain and improve vital public services.

E. On FEBRUARY 26, 19~~88~~⁹⁰, the Planning and Building Agency of the City approved a development plan for the Project, pursuant to Section 41-673 of the Santa Ana Municipal Code (the "Site Plan"). The approved Site Plan (DP #89-18) is a public record available for inspection and copying at Santa Ana City Hall, 20 Civic Center Plaza, Santa Ana, California, 92701.

F. Insofar as the California Environmental Quality Act (Public Resources Sections 21000 et seq. (CEQA)) is concerned, the City certified a Negative Declaration for the Project on MARCH 20, 19~~88~~⁹⁰. The City has fully considered the Negative Declaration and the environmental impacts of the Project prior to approving this Agreement.

G. On FEBRUARY 26, 19~~88~~⁹⁰, the City Planning Commission, the advisory agency for purposes of development

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EXHIBIT "A" Legal Description of the Site

7/112/011409-0020/003



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF SANTA ANA, a municipal corporation (hereinafter "City"), and HUTTON DEVELOPMENT CO., INC., a California corporation (hereinafter "Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of the State of California (the "Development Agreement Statute").

R E C I T A L S:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute, which statute authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property for the purpose of establishing certain development rights in the property which is the subject of a development project application. Pursuant to the authorization set forth in California Government Code Section 65864 et seq., the City has established Procedures and Requirements for Consideration of Development Agreements which were adopted by Resolution 82-98 of the City Council of the City of Santa Ana.

agreement review pursuant to Government Code Section 65867, held a duly-noticed public hearing regarding this Agreement and, at the conclusion of the hearing, and after considering the evidence and argument submitted by the City staff, the Developer, and all interested parties, recommended that the City Council approve this Agreement.

H. On MARCH 20, 19890, the City Council held a duly-noticed public hearing regarding this Agreement and considered the recommendation of the Planning Commission and the evidence and argument submitted by the City staff, Developer, and all interested parties.

I. Development of the Project on the Site in accordance with this Agreement and the approved Site Plan is in accordance with the policies and goals set forth in the City's General Plan.

J. For the reasons recited herein, the City has determined that the Project is a development for which a Development Agreement is appropriate. This Agreement will eliminate uncertainty in planning for and secure the orderly development of the Project, assure installation of necessary public improvements, provide for public services appropriate to development of the Project, ensure attainment of the maximum effective utilization of resources within the City, generate substantial revenues needed by City and Agency to maintain and expand vital public services for the benefit of all citizens of the City, and otherwise achieve the important

public goals and purposes for which the Development Agreement Statute was enacted. In exchange for these benefits to the City, City has determined that it is appropriate that Developer receive the assurance that it may proceed with the Project in accordance with the terms and conditions of this Agreement and the City's ordinances, regulations, rules, and official policies in effect as of the Effective Date of this Agreement, except as expressly provided herein.

C O V E N A N T S:

Section 1. Development of the Site.

A. General: Developer's Right to Develop; City's Right to Regulate Development.

- (1) Developer shall have the right to proceed with development of the Project on the Site in accordance with the terms and conditions of this Agreement, and City shall have the right to regulate development of the Site in accordance with the terms and conditions of this Agreement. City warrants and represents that the previously approved Site Plan referenced in Recital E, the rezoning of the Site to SD, the approval of an SD Plan, and a tentative parcel map are the only discretionary development plans or permits

which Developer is required to obtain from City for the Project (excluding any ministerial or administrative plans or permits such as final building plans and permits, final landscaping plans, public improvement plans, grading plans and permits, public works permits for work to be performed in the public rights-of-way, and similar matters). By its approval of this Agreement, the City Council likewise approves the said Site Plan. Except as otherwise provided in paragraphs (2) and (3) of this subsection A, the permitted uses of the Site, the density and intensity of use, the design, maximum height, bulk, and size of proposed buildings, construction and building standards, provisions for reservation or dedication of land for public purposes, the location and design of public improvements, restrictions (if any) on development related to traffic improvements and service, restrictions (if any) on the timing, sequence, and phasing of development, requirements (if any) relating to the provision of police, fire, flood control, emergency medical, and other public services in connection with new development, and all other terms and

conditions of development applicable to the Site shall be those set forth in this Agreement, the SD Plan, the DDA, and the approved Site Plan (as any of such documents may be amended from time to time) and, to the extent not superseded by the specific provisions of this Agreement, the SD Plan, the DDA, or the approved Site Plan, all applicable City ordinances, regulations, rules, and official policies in force as of the Effective Date of this Agreement. Except as otherwise expressly provided in this Agreement, any amendment to any City ordinances, regulations, rules, or official policies after the Effective Date of this Agreement relating to any of such matters shall not be applicable to the Site or the Project without Developer's prior written consent.

- (2) Any disapproval by City shall state in writing the reasons for disapproval.
- (3) This Section shall not preclude the application to the Site or the Project of the following: (1) changes in City ordinances, regulations, rules, or policies, the terms of which are specifically mandated and required by changes in state or federal laws or

regulations, as provided for in Government Code Section 65869.5, (2) changes in the Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electric Code, and similar uniform codes, (3) laws which regulate the manner in which business activities may be conducted or which prohibit any particular type of business activity on a City-wide basis, (4) procedural rules, or (5) taxes and assessments.

- (4) The City may adopt new fees and charges and increase existing fees and charges and Developer shall pay the applicable processing and development fees and charges for land use approvals, building permits, and other similar permits and entitlements which are in force and effect on a uniform city-wide or area-wide basis at the time such fees are due, subject only to the limitation that the amount of any fee or charge shall not exceed the reasonable cost of providing the improvements or service for which the fee or charge is imposed.
- (5) Notwithstanding the foregoing, City recognizes that Developer may request approval of plans or permits which differ from the previously approved Site Plan based upon refinements in

planning or changes in market or financial feasibility between the Effective Date of this Agreement and the time of actual development, provided that such plans shall in all events be consistent with the General Plan and zoning requirements applicable to the Site as of the Effective Date of this Agreement and the Scope of Development (Attachment No. 4) to the DDA. In such event, City agrees to act reasonably in reviewing any such proposed change(s) based upon legitimate land use planning concerns. Any disapproval by City shall state in writing the reasons for disapproval.

B. City Review of Developer's Plans and Related Documents.

- (1) City agrees to promptly commence and diligently proceed to complete the review of all of Developer's applications for development and building permits and approvals which are submitted to City by Developer. Except as otherwise expressly provided in this Agreement, the City's evaluation of such matters shall be conducted in accordance with City ordinances, regulations, rules, and official policies in force as of the Effective Date of this Agreement. During the

preparation of all drawings, plans, and related documents, the staffs of City and Developer shall hold regular progress meetings as needed to coordinate the preparation and review of such items. The staffs of City and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to City can receive prompt and speedy attention. Upon Developer's request and payment of all City costs therefor, City may retain a contract plan checker or checkers to enable City to expedite the processing and review of final building plans and construction drawings.

- (2) If Developer desires to make any change in any of the plans after their approval by City, Developer shall submit the proposed change to City for approval. The processing, review, and approval of any such revised submittal shall be subject to the same provisions as are set forth above for the initial submittal.

C. Timing of Development.

- (1) Subject to Section 2.C and the express provisions set forth hereinbelow, Developer shall commence and complete construction of

the minimum required construction specified in the Scope of Development (Attachment No. 4) to the DDA within the times set forth in the Schedule of Performance (Attachment No. 3) to the DDA, as the same may be amended or extended from time to time.

- (2) City acknowledges that the Project is and shall be considered a single integrated development project, and that economic viability of each component of the Project is and shall be dependent upon the Developer's right to complete and occupy each other component and upon City's full performance of its obligations under this Agreement.
- (3) During the term of this Agreement, no moratorium or other ordinance, regulation, rule, or official policy of the City limiting or conditioning the rate, timing, or sequencing of development of the Site (including, without limitation, any ordinance, regulation, rule, or official policy of the City which purports to limit or condition the rate, timing, or sequencing of development based on levels of service on roadways, roadway capacities, capacities of drainage facilities, capacity of sewer facilities,

provision of emergency service, or similar matters) shall apply to the Site.

D. Permitted Uses. After completion of construction of each portion of the Project, Developer (and any successors and assigns of Developer's interest in the Site or any portion thereof) shall be entitled to use and occupy the Site and such portion of the Project in accordance with the approved Site Plan, as the same may be amended from time to time, and otherwise in accordance with all ordinances, regulations, rules, and official policies in effect as of the Effective Date of this Agreement.

E. Utilities. City represents that all City-owned utilities required for the development, maintenance, and operation of the Project (including without limitation water, sanitary sewer, and storm drain) are available at the perimeter of the Site and that the capacities of such utilities are, and at the time of the development contemplated herein shall be, sufficient to adequately service the construction, operation, and maintenance of the Project.

F. Cost of Development. Developer shall be responsible for all costs of developing the Project, excepting only those costs which have been expressly assumed by Agency under the DDA.

G. Other Governmental Agency and Utility Company Permits. City agrees to assist Developer, at no cost or

expense to City (other than overhead and employee staff time), in securing any and all permits (but not the payment of fees) which may be required by any other governmental agency or public utility company with jurisdiction over the Project.

Section 2. Annual Review of Developer's Compliance With Agreement; Default; Remedies; Termination.

A. Annual Review.

- (1) During the term of this Agreement, City shall have the right to annually review whether Developer is proceeding in good faith to comply with this Agreement. Each such review shall be conducted in accordance with California Government Code Section 65865.1 and Article 6 of the Procedures and Requirements for Consideration of Development Agreements of the City of Santa Ana.
- (2) A failure of City to timely conduct a periodic review pursuant to this Section 2.A shall not in any manner constitute a default by City hereunder or invalidate this Agreement, nor shall any such failure in any way constitute a waiver by City of any default of Developer or diminish, impede, or abrogate the rights and privileges of either party or its successors and assigns hereunder.

B. Defaults--General.

(1) Subject to extensions of time by mutual consent in writing or as set forth in Section 2.C below, failure or delay by either party to perform any term or provision of this Agreement shall constitute a default under this Agreement. In the event of an alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, the party charged shall not be considered in default. If the nature of the default in question is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

(2) Subject to the foregoing, after notice and expiration of the 30-day period without cure, the non-defaulting party, at its option, may institute legal proceedings pursuant to this

Agreement and/or give notice of termination of this Agreement.

- (3) Evidence of default may also arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code Section 65865.1, as described in Section 2.A above. If City determines that Developer is in default following the completion of the normally scheduled periodic review, City shall give Developer not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such 30-day period, Developer shall not be considered in default. If the nature of the default in question is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. If the default is not so cured, City, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate this

Agreement, as provided in the preceding paragraph above.

C. Enforced Delay; Extension of Times of Performance.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to any causes beyond the reasonable control and without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay only and shall commence to run from the commencement of the cause; provided, however, this paragraph shall apply only if the party claiming such extension delivers notice of the cause to the other party within thirty (30) days after commencement of the cause.

D. Legal Actions. In addition to any other rights or remedies and subject to the restrictions in Paragraph A above, either party may institute legal action to cure, correct, or remedy any default, provided, however, neither party shall be liable in damages to the other party for any default under this Agreement. Such legal actions must be instituted in the Superior Court of the County of Orange, State of California, in an appropriate municipal court in that county, or in the United States Court for the Central District of California.

E. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California.

F. Inaction Not a Waiver of Default. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 3. General Provisions.

A. Assignment. Prior to completion of construction of the Project, Developer shall have the right to assign its rights and obligations under this Agreement and the Site only to a person or entity to which Developer is permitted to assign and has assigned its rights under the DDA.

B. No Joint Venture or Partnership. City and Developer mutually deny any intention to form a joint venture or partnership, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

C. Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Site, and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto. Within ten (10) days after the date that

Developer acquires legal title to the Site pursuant to the DDA, Developer shall so notify City, and City shall cause a copy of this Agreement to be recorded against the Site in accordance with Government Code Section 65868.5.

D. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of City and Developer in accordance with the provisions of Government Code Sections 65867 and 65868 and pursuant to the procedures set forth in Article 7 of the Procedures and Requirements for Consideration of Development Agreements of the City of Santa Ana.

E. Term.

- (1) The term of this Agreement shall commence upon the Effective Date and shall expire five (5) years thereafter, unless sooner terminated as provided in this Agreement.
- (2) Upon the expiration or termination of this Agreement for any reason as to the Site, the City and Developer agree to cooperate and execute any document reasonably requested by the other party to remove this Agreement of record.

F. Cooperation in the Event of Legal Challenge.

- (1) In the event of any legal action instituted by any third party challenging the validity or enforceability of any provision of this

Agreement, or any of City's approvals for the Project or any other action by either party in performing hereunder, as the same may be amended from time to time, the parties hereby agree to cooperate in defending said action as set forth in this Section 3.F.

- (2) City shall have the right, but not the obligation, to defend any such action; provided, that without Developer's prior written consent, which consent shall not be unreasonably withheld, City shall not allow any default or judgment to be taken against it (so long as Developer defends such action) and shall not enter into any settlement or compromise of any claim which has the effect, directly or indirectly, of prohibiting, preventing, delaying, or further conditioning or impairing Developer's development, use, or maintenance of any portion of the Site or impairing any of Developer's rights hereunder. In addition, City shall provide reasonable assistance to Developer in defending any such action, such assistance to include (i) making available upon reasonable notice, and at no cost to Developer, City officials and employees who are or may be witnesses in such

action, and (ii) provision of other information within the custody or control of City that is relevant to the subject matter of the action.

- (3) Developer shall have the right, but not the obligation, to defend any such action. In this regard, Developer's right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement agreements, and the right to pay any judgments assessed against Developer or City; provided the Developer shall not settle or compromise any claim or action filed against City without City's prior consent. If Developer defends any such action, as set forth above, it shall indemnify and hold harmless City from and against any claims, losses, liabilities, or damages assessed or awarded against City by way of judgment, settlement, or stipulation. If Developer does not defend any such action as set forth herein, Developer shall have no responsibility for the payment of or defense

of any claims, losses, liabilities, or damages incurred by or filed against City.

G. Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereafter in any applicable General Plan, Redevelopment Plan, Specific Plan, zoning ordinance, subdivision ordinance, or any other land use or building ordinance, resolution, regulation, rule, or policy adopted by City.

H. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

I. Cooperation; Execution of Documents. Each party shall execute and deliver to the other all such other further instruments and documents as may be necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. Not by way of limitation of the foregoing, at the request of Developer or any holder of a mortgage or deed of trust with respect to all or any portion

of the Site, City shall timely execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice, or both) by Developer under this Agreement if such be the case, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which such holder may inquire. The form of any estoppel letter or certificate shall be prepared by Developer or the holder of the mortgage or deed of trust and shall be at no cost to City.

J. Notices. Any notice or communication hereunder between City or Developer shall be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated below as the party to whom notices are to be sent, or (ii) three (3) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto, designate any other address in substitution of the address to which

such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City: City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701
Attn: City Manager

If to Developer: Hutton Development Co., Inc.
201 E. Sandpointe, Suite 300
Santa Ana, CA 92707-5750
Attn: Chris Felix

K. Entire Agreement; Waivers. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-five (25) pages and one (1) exhibit which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Developer.

L. Effective Date. The Effective Date of this Agreement shall be the date that the City ordinance adopting this Agreement becomes effective, which date shall be thirty

(30) days after the City Council meeting at which such ordinance is adopted.

CITY OF SANTA ANA, a municipal corporation

ATTEST:

By: [Signature]
Its: Mayor

By: [Signature]
Its: City Clerk

[Signature]
Approved as to content

Approved As To Form:

City Manager

By: [Signature]
Its: City Attorney

HUTTON DEVELOPMENT CO., INC., a California corporation

By: [Signature] [Signature]
Christopher J. Felix
President

7/112/011409-0020/003

State of California }
County of Orange } ss.



On this 1st day of June, in the year 1990, before me _____, Clerk of the Council or W.D. BARON, Deputy Clerk of the Council of the City of Santa Ana personally appeared JANICE C. GUY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as The Clerk of the Council of the City of Santa Ana and acknowledged to me that the City of Santa Ana executed it.

W.D. Baron

State of California }
County of Orange } ss.



On this 1st day of June, in the year 1990, before me _____, Clerk of the Council or W.D. BARON, Deputy Clerk of the Council of the City of Santa Ana personally appeared DANIEL H. YOUNG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as The Mayor of the City of Santa Ana and acknowledged to me that the City of Santa Ana executed it.

W.D. Baron

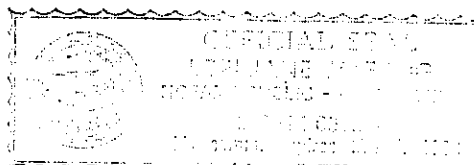
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this _____ day of _____, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Mayor of the CITY OF SANTA ANA, the public entity therein named, and acknowledged to me that such entity executed the within instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)



On this 23rd day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher J. Felix, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President of HUTTON DEVELOPMENT CO., INC., the entity therein named, and acknowledged to me that he executed the within instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

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

PARCEL 1:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF OLIVE STREET WITH THE SOUTH LINE OF THE ALLEY AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGES 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WESTERLY ALONG SAID SOUTH LINE OF THE ALLEY, TO A POINT THAT IS PARALLEL WITH AND 280.00 FEET WESTERLY OF SAID WEST LINE OF OLIVE STREET; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID ALLEY; THENCE EASTERLY ALONG SAID NORTH LINE TO SAID WEST LINE OF OLIVE STREET; THENCE SOUTHERLY ALONG SAID WEST LINE OF OLIVE STREET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 240.00 FEET WEST OF THE SOUTHWEST CORNER OF FOURTH AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION DISCLOSED IN BOOK 60, PAGES 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST ALONG THE SOUTH LINE OF SAID FOURTH STREET 40.00 FEET; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID NORTHERLY LINE EAST 40.00 FEET; THENCE NORTH 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 200.00 FEET WEST OF THE SOUTHWEST CORNER OF FOURTH AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGES 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST ALONG THE SOUTH LINE OF SAID FOURTH STREET 40.00 FEET; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID NORTHERLY LINE EAST 40.00 FEET; THENCE NORTH 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100.00 FEET WEST OF THE SOUTHWEST CORNER OF FOURTH AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID NORTHERLY LINE, WEST 50.00 FEET; THENCE NORTH 115.00 FEET TO THE SOUTH LINE OF SAID FOURTH STREET; THENCE EAST ALONG SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 150.00 FEET WEST OF THE SOUTHWEST CORNER OF FOURTH AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID NORTHERLY LINE, WEST 50.00 FEET; THENCE NORTH 115.00 FEET TO THE SOUTH LINE OF SAID FOURTH STREET; THENCE EAST ALONG SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF FOURTH STREET AND THE WEST LINE OF OLIVE STREET, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST ALONG THE SOUTH LINE OF SAID FOURTH STREET, 50.00 FEET; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE EAST ALONG SAID NORTHERLY LINE, 50.00 FEET TO SAID WEST LINE OF OLIVE STREET; THENCE NORTH ALONG SAID WEST LINE, 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50.00 FEET WEST OF THE SOUTHWEST CORNER OF FOURTH AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST ALONG THE SOUTH LINE OF SAID FOURTH STREET 50.00 FEET; THENCE SOUTH AT RIGHT ANGLES, 115.00 FEET TO THE NORTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID NORTHERLY LINE EAST 50.00 FEET TO A POINT 50.00 FEET WEST OF THE WEST LINE OF SAID OLIVE STREET; THENCE NORTH 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 65.00 FEET NORTH OF THE INTERSECTION OF THE NORTH LINE OF THIRD STREET AND THE WEST LINE OF OLIVE STREET, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST 100.00 FEET; THENCE NORTH 50.00 FEET; THENCE EAST 100.00 FEET; THENCE SOUTH 50.00 FEET TO THE POINT OF BEGINNING.

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PARCEL 9:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OLIVE AND THIRD STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST 100.00 FEET ALONG THE NORTHERLY LINE OF SAID THIRD STREET; THENCE NORTH 65.00 FEET; THENCE EAST 100.00 FEET TO THE WESTERLY LINE OF SAID OLIVE STREET; THENCE SOUTH ALONG SAID WESTERLY LINE, 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100.00 FEET WEST OF THE NORTHWEST CORNER OF THIRD AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE NORTH 115.00 FEET TO THE SOUTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID SOUTHERLY LINE, WEST 50.00 FEET; THENCE SOUTH 115.00 FEET TO THE NORTH LINE OF SAID THIRD STREET; THENCE EAST ALONG SAID NORTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 150.00 FEET WEST OF THE NORTHWEST CORNER OF THIRD AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE NORTH 115.00 FEET TO THE SOUTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID SOUTHERLY LINE, WEST 50.00 FEET; THENCE SOUTH 115.00 FEET TO THE NORTHERLY LINE OF SAID THIRD STREET; THENCE ALONG SAID NORTHERLY LINE, EAST 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

THAT PORTION OF JULIAN CHAVES ALLOTMENT AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 200.00 FEET WEST OF THE NORTHWEST CORNER OF THIRD AND OLIVE STREETS, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE WEST 40.00 FEET ALONG THE NORTH LINE OF SAID THIRD STREET; THENCE NORTH 115.00 FEET TO THE SOUTHERLY LINE OF AN ALLEY AS SHOWN ON SAID UNRECORDED MAP; THENCE ALONG SAID SOUTHERLY LINE, EAST 40.00 FEET; THENCE SOUTH 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

THAT PORTION OF THE LAND ALLOTTED TO JULIAN CHAVES, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT, IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 240.00 FEET WEST OF THE INTERSECTION OF THE WEST LINE OF OLIVE STREET WITH THE NORTH LINE OF THIRD STREET, AS SAID INTERSECTION IS SHOWN ON DON HILLYARD'S FIELD NOTES, BOOK 60, PAGE 25, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR'S OFFICE OF ORANGE COUNTY, CALIFORNIA; THENCE WEST ALONG SAID NORTH LINE OF THIRD STREET, 40.00 FEET; THENCE NORTH, PARALLEL TO THE SAID WEST LINE OF OLIVE STREET, 115.00 FEET; THENCE EAST, PARALLEL TO THE SAID NORTH LINE OF THIRD STREET, 40.00 FEET; THENCE SOUTH, PARALLEL TO THE SAID WEST LINE OF SAID OLIVE STREET, 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 14:

THE WEST 25 FEET OF LOT 5 IN BLOCK N OF CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 1, PAGE 45 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL 15:

THE EAST 50.00 FEET OF THE WEST 75.00 FEET OF LOT 5 IN BLOCK N, AS SHOWN ON A "CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA" FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 16:

THE WEST 35 FEET OF LOT 4 AND THE EAST 5 FEET OF LOT 5 IN BLOCK N OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND AS SHOWN ON A "CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA" RECORDED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 17:

THE WEST ONE-HALF OF LOT 3 AND THE EAST 15 FEET OF LOT 4 IN BLOCK "N" OF "ROSS ADDITION TO SANTA ANA", AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND AS SHOWN ON A "CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA" RECORDED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 18:

LOTS 1 AND 2 AND THE EAST ONE-HALF OF LOT 3 IN BLOCK "N" OF "ROSS ADDITION TO SANTA ANA", AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND AS SHOWN ON A "CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA" RECORDED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 19:

THE EAST 30.00 FEET OF LOT 9 AND THE WEST 10.00 FEET OF LOT 10 IN BLOCK N OF THE ROSS ADDITION TO SANTA ANA, AS PER CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THE SOUTH 85.00 FEET THEREOF.

PARCEL 20:

THE NORTH 8.00 FEET OF LOT 10 IN BLOCK N OF THE ROSS ADDITION TO SANTA ANA, AS PER CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THE WEST 10.00 FEET THEREFROM.

PARCEL 21:

THE SOUTH 117 FEET OF THE EAST 40 FEET OF LOT 10 IN BLOCK "N" OF THE "ROSS ADDITION TO SANTA ANA", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND BEING THE SOUTH 117 FEET OF THE EAST 40 FEET OF LOT 10 IN BLOCK "N", AS SHOWN ON A CORRECTED MAP OF BLOCKS "L", "M", "N", "O" AND "P" OF ROSS ADDITION FILED IN BOOK 1, PAGE 45 OF LICENSED SURVEYOR'S MAPS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 22:

THE SOUTH 85 FEET OF THE EAST 30 FEET OF LOT 9 AND THE SOUTH 85 FEET OF THE WEST 10 FEET OF LOT 10 IN BLOCK "N" OF THE "ROSS ADDITION TO SANTA ANA", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 534 AND 535 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AND ALSO AS SHOWN ON CORRECTED MAP OF BLOCKS "L", "M", "N", "O" AND "P" OF "ROSS ADDITION TO SANTA ANA", FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 23:

THE WEST 40.00 FEET OF LOT 7 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 24:

THE EAST 10.00 FEET OF LOT 7 AND THE WEST 30.00 FEET OF LOT 8 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 25:

THE EAST 20.00 FEET OF LOT 8 AND THE WEST 20.00 FEET OF LOT 9 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THEREFROM, A STRIP OF LAND 6.00 FEET WIDE ACROSS THE NORTH END OF SAID LOTS FOR AN ALLEY.

PARCEL 26:

THE EAST ONE-HALF OF LOT 6 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 27:

THE WEST 40.00 FEET OF LOT 6 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 28:

THE NORTH 6.00 FEET OF THE EAST 20.00 FEET OF LOT 8 AND THE NORTH 6.00 FEET OF THE WEST 20.00 FEET OF LOT 9 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 29:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF FOURTH STREET AND THE WEST LINE OF OLIVE STREET, AS SHOWN ON AN UNRECORDED MAP OF DAWSON ADDITION, DISCLOSED IN BOOK 60, PAGE 25 OF DON HILLYARD'S FIELD NOTES ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH ALONG SAID WEST LINE OF OLIVE STREET 250.00 FEET TO THE NORTHWEST CORNER OF OLIVE STREET AND THIRD STREET, AS SHOWN ON SAID MAP OF DAWSON ADDITION; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID THIRD STREET, 40.00 FEET, TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK N OF A CORRECTED MAP OF BLOCKS L, M, N, O AND P OF ROSS ADDITION TO SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 45 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK N TO THE NORTHWEST CORNER OF LOT 5 OF SAID BLOCK N; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID FOURTH STREET, 40.00 FEET, TO THE POINT OF BEGINNING.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
NEGATIVE DECLARATION (ER 89-9)

The following mitigation measures from the Hutton Civic Center Mitigated Negative Declaration are conditions of approval of Site Plan Review 89-18. Verification of compliance shall occur as indicated:

- A. The following details shall be incorporated onto plans submitted for Building Plan Check:
1. A parcel map shall be applied for and approved prior to submittal into building plan check.
 2. Install decorative paving at all driveway entrances and exits. In addition, decorative paving shall be used throughout the courtyard area and it shall be used linking the parking structure to the open courtyard.
 3. A landscape plan shall be submitted to the Landscape Associate.
 4. Depict alley aprons at Third Street and Santa Ana Boulevard (west end of project) to be per City Standard #111 (curb return type not allowed).
 5. Subterranean parking shall:
 - a. have an automatic fire sprinkler system, and
 - b. have mechanical smoke removal.
 6. Sheriff's underground access tunnel between subterranean parking and tower basement shall have automatic fire sprinklers and mechanical smoke removal.
 7. The following conditions pertain to the parking structure:
 - a. Additional access points shall be equipped with sliding or rolling gates operated by both automatic and manual controls along the southern perimeter.
 - b. The exterior walls surrounding the first floor (ground level) will be a maximum of 3 feet high.
 - c. Decorative grill work (1/2 inch round steel, maximum spacing 5 inches) or metal screening must be provided in the space between the top of the 1st floor wall and the flooring of the second parking level.
 - d. Exterior walls will be of open air design to provide maximum visibility.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
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- e. Elevators and stairwells connecting decks of the facility will have large windows or be open air to the exterior of the structure.
 - f. Stairwell exterior first floor exit doors will be designed "one way" with hardware on the inside only.
 - g. Sub stairwells must be equipped with a minimum 8 inch convex shatterproof mirror at each stairway bend.
 - h. Doors leading into stairwell or elevator landings or lobbies must be equipped with a minimum maximum 10 inch fire rated window placed at a 5 foot level.
 - i. First floor stairwell vestibules must be fully enclosed with a see-through material which allows egress only.
 - j. Two cameras will be positioned on each parking deck.
 - k. The access tunnel running between subterranean parking and basement of tower shall be secured.
8. A sign will be posted at all access points that the structure is being monitored.
 9. The service drive is to be provided with a minimum maintained one footcandle of light.
 10. The open space between towers to be provided with a minimum maintained 0.25 footcandles of light.
 11. Introduction of new light and glare:
 - a. Exterior lighting along the westerly and southerly areas of the property shall be minimized to only include lighting sufficient for security purposes to the satisfaction of the City of Santa Ana Police Department.
 - b. Where appropriate, directional lighting shall be used to direct light away from adjacent residential land uses.
 - c. Should significant exterior building glazing be used, interior building lighting shall be minimized to a level that is sufficient for security purposes.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
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12. Increased use of fuel or energy for the project shall be designed, constructed and maintained in accordance with all applicable Federal, State and local ordinances. Project implementation shall be to the satisfaction of the City of Santa Ana.
 13. The applicant shall incorporate drip-irrigation systems on-site for landscape watering where appropriate and low water consuming vegetation shall be used on-site where possible. In addition, all sprinklering devices shall be to reduce water waste. The landscape irrigation system shall be transferred to a reclaimed water system when it becomes available.
 14. The applicant shall prepare a storm drain improvement plan and submit it to the City Engineer for review and approval. Such a plan shall identify the location and specifications of proposed drainage facilities.
- B. Prior to Building Permit, complete the following:
1. Dedicate Santa Ana Boulevard for a width of 52 feet from centerline to property line.
 2. File and complete the abandonment of Olive Street between Third Street and Santa Ana Boulevard.
 3. Dedicate Alley for a width of 10 feet from centerline to property line to include 10 foot by 10 foot cutoffs at Third Street and Santa Ana Boulevard.
- C. During the construction of the project, comply with the following:
1. Should any project-generated sediment be deposited in City storm drains, the applicant shall fund any required clean-up to the mutual satisfaction of the City and the applicant.
 2. Emergency access shall be provided (to the satisfaction of the Fire Department) prior to the placement of combustibles on-site.
 3. Fire hydrants shall be in operating order prior to the placement of combustibles on-site.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
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4. Daily grading and construction activities shall be limited to operation between 7:00 AM and 7:00 PM, Monday through Friday, and 8:00 AM to 5:00 PM on Saturdays. There shall be no work on Sundays or holidays except for emergency conditions.
5. All construction and grading equipment shall be properly maintained. All vehicles and compressors shall utilize exhaust mufflers, and engine enclosure covers, as designed by the manufacturer, shall be in place at all times.
6. If prehistoric/historic resources are found, a licensed archaeologist/paleontologist shall be retained to monitor grading and construction activities.
7. If prehistoric/historic objects are found, a licensed archaeologist/paleontologist shall be retained to monitor grading and construction activities.
8. Reworking/compaction shall include moisture - conditioning/drying as needed to bring soils to optimum moisture content.
9. All grading and earthwork shall be performed in accordance with the City of Santa Ana Grading Ordinance.
10. During the concluding stages of grading, the subgrade soils shall be tested for expansion potential.
11. All work associated with trenching and excavations shall conform with the State of California Safety Code.
12. Reworked, existing soils or compacted fill shall be proof-rolled just prior to construction to provide a firm, unyielding surface.
13. Finished floor level of surface structures shall be at least 6 inches above the highest adjacent grade.
14. Support columns shall be monitored for settlement during and after construction.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
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D. Prior to approval of Certificate of Occupancy:

1. Pay any difference of a Transportation System Improvement fee increase from the fee rate collected at time of release of Building Permit.
2. Complete the following:
 - a. Santa Ana Boulevard
 - 1) Remove all existing street curb, gutter, paving to centerline, sidewalk, trees, etc. and construct new street paving from centerline to new curb and gutter at 44 feet from centerline.
 - 2) Construct new full width sidewalk with tree wells.
 - 3) Construct new driveways in accordance with approved plans.
 - 4) Furnish ornamental street lights with underground service as directed by City Engineer.
 - 5) Plant (8) 24-inch minimum box trees in 8 tree wells at approved locations.
 - 6) Relocate any interfering utilities per approved improvement plan.
 - 7) Install "No Stopping Anytime" Zone.
 - b. Third Street
 - 1) Remove street paving from centerline to curb, existing curb, walk, driveways, and sidewalk per site plan.
 - 2) Construct new street paving to new curb and gutter at 20 feet from centerline with new sidewalk per site plan.
 - 3) Remove all trees and plant 12 new 24-inch box trees at locations per approved plan.

MITIGATION MEASURES FOR
HUTTON CIVIC CENTER PLAZA
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b. Third Street (continued)

- 4) Furnish ornamental street lighting with underground service as directed by City Engineer.
- 5) Construct any approved driveways per City Standard #1112 from approved plans.
- 6) Remove existing curb return and construct new foot radius curb return with wheelchair ramp.
NOTE: Coordinate any construction with City contractor doing Flower Street widening.
- 7) Install "No Stopping Anytime" Zone.

c. Alley

- 1) Remove existing asphalt concrete alley with concrete gutter and construct new 20 foot wide alley between Third Street and Santa Ana Boulevard with concrete paving per approved plans to include cut-offs and alley approaches at both street intersections.
- 2) Install "No Stopping Anytime" Zone.

- d. File for review and approval by the Public Works Agency, a Transportation Demand Management Plan (TDM), consistent with the "TDM Strategy Plan for Hutton Civic Center Plaza, Phases I and II," dated May 30, 1989.

E. Compliance with the mitigation measures identified below will be required as part of the on-going operation of the proposed project:

1. Hardscape area maintenance and sweeping shall be conducted regularly (without the use of water) to reduce the amount of pollutants entering the City drainage system.
2. Comply with TDM program requirement for annual reporting and performance requirements.
3. The following condition shall be incorporated into SD-55:
 - a. Six (6) months after occupancy of Phase I, the City will conduct a Traffic Impact Study on the surrounding neighborhood to determine if any traffic diverters; parking control; etc. are necessary.