



**SPECIFIC DEVELOPMENT No. 58
AMENDMENT APPLICATION 1043**

NS-2089

ZOA 05-01

NS-2684

REL: 9/25/90

ORDINANCE NO. NS- 2089

AN ORDINANCE OF THE CITY OF SANTA ANA REZONING CERTAIN PROPERTY LOCATED ON LAKE CENTER DRIVE AND SUSAN STREET FROM THE M1 (LIGHT INDUSTRIAL) DISTRICT TO THE SD (SPECIFIC DEVELOPMENT) DISTRICT, ADOPTING SPECIFIC DEVELOPMENT PLAN NO. 58 FOR SAID PROPERTY, AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND CALIFORNIA PACIFIC PROPERTIES PERTAINING TO SAID PROPERTY.

WHEREAS, Amendment Application No. 1043 has been filed with the City of Santa Ana to change the zoning district designation of certain real property located generally on Lake Center Drive and Susan Street in the City of Santa Ana, and more specifically delineated in Exhibit A, attached hereto and incorporated herein by reference, from the M1 (Light Industrial) District to the SD (Specific Development) district, and to adopt Specific Development Plan No. 58, in the form set forth in Exhibit B, attached hereto and incorporated herein by reference, for said property; and

WHEREAS, the applicant California Pacific Properties proposes to develop said property in accordance with Specific Development Plan No. 58 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 65864-65869.5 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 September 10, 1990, on the said Amendment Application, Specific Development Plan, and 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, Specific Development Plan No. 54, and 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 "Lake Center Environmental Impact Report" pertaining to the development of the abovesaid property in accordance with Specific Development Plan No. 58 and the Development Agreement, and, by its Resolution No. 90- , 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, Specific Development Plan No. 58, and 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 Specific Development Plan No. 58, as proposed in Amendment Application No. 1043, 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;

2. Those parcels of real property located generally on Lake Center Drive and Susan Street and more specifically delineated in Exhibit A, attached hereto and incorporated herein, are hereby reclassified from the M1 (Light Industrial) District to the SD (Specific Development) district.

3. Specific Development Plan No. 58, set forth in Exhibit B, attached hereto and incorporated herein, is hereby approved and adopted for the abovesaid property.

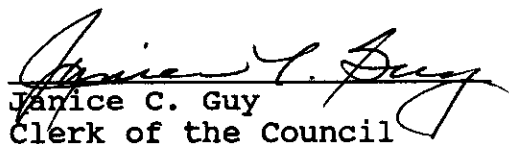
4. That certain Development Agreement between the City of Santa Ana and California Pacific Properties, in the form set forth in Exhibit C, attached hereto and incorporated herein, is hereby approved, and the Mayor is authorized to execute said Agreement on behalf of the City of Santa Ana following its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

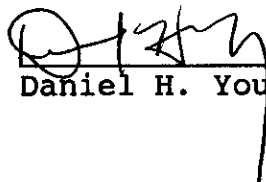
5. The Clerk of the Council is directed to cause a copy of the said Development Agreement to be recorded in the official records of Orange County, California, within ten days following its

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

ADOPTED this 15th day of October, 1990.

ATTEST:


Janice C. Guy
Clerk of the Council

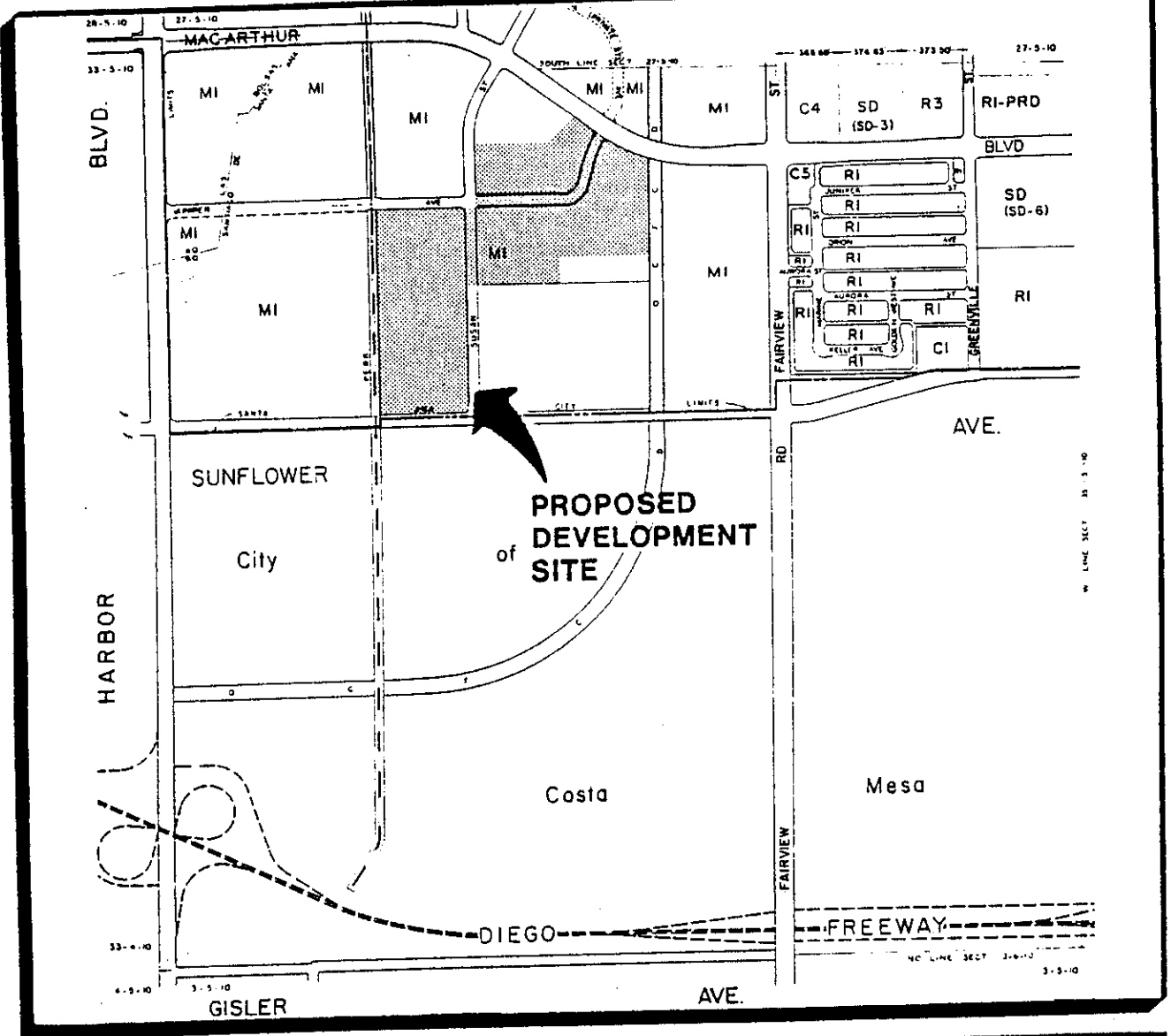

Daniel H. Young, Mayor

COUNCILMEMBERS:

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

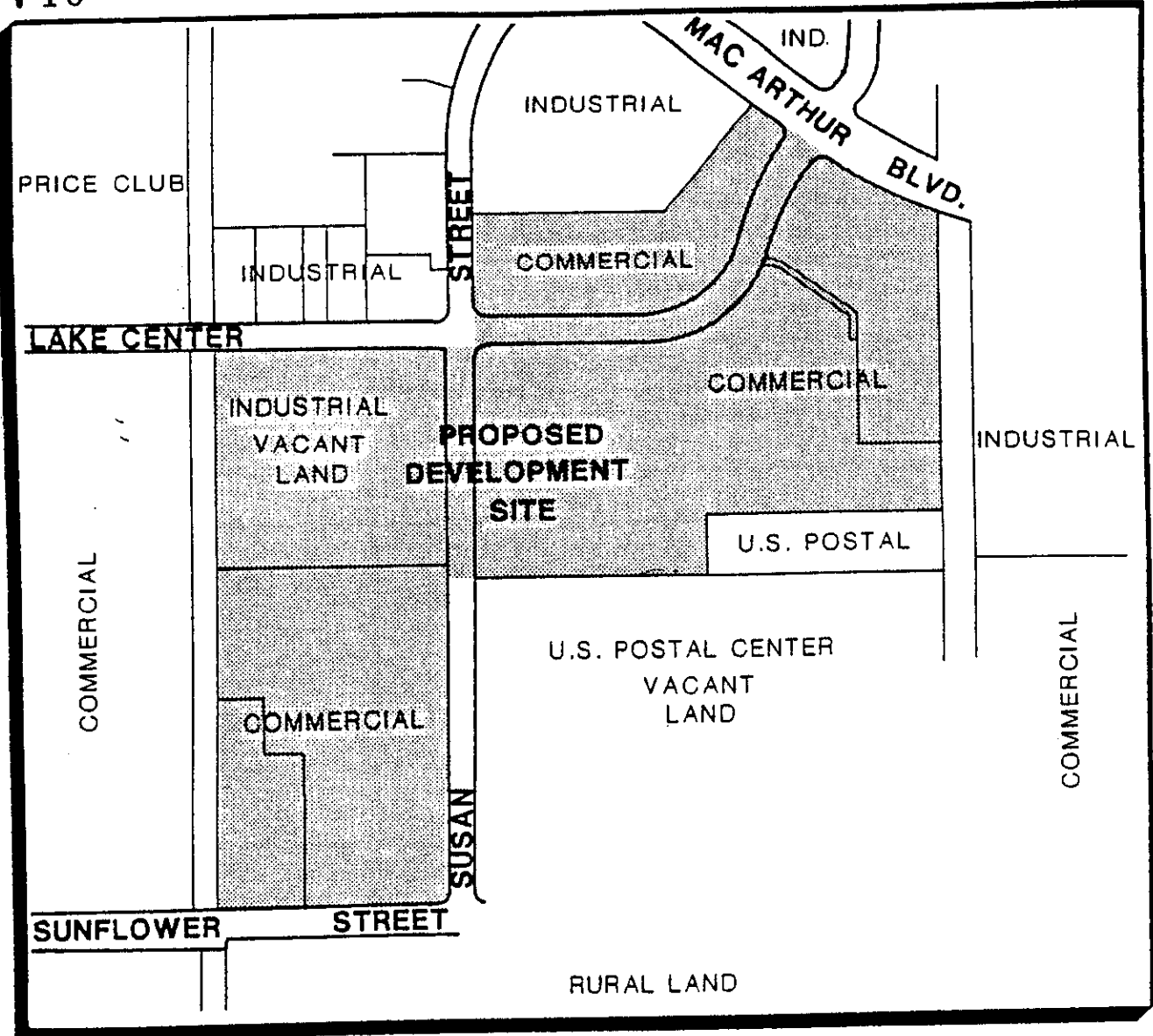
APPROVED AS TO FORM:


Edward J. Cooper
City Attorney



ADOPTED BY RESOLUTION NO 3089 BY THE SANTA ANA PLANNING COMMISSION
PART OF ORDINANCE NO NS-334 ADOPTED BY THE SANTA ANA CITY COUNCIL, JULY 21, 1958

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



AA 1043/GPA 90-8/SD 58

NADEL PROPERTIES, INC.
5833 10 LAKE CENTER DRIVE

SPECIFIC DEVELOPMENT PLAN NO. 58SECTION 1 - 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.

SECTION 2 - PURPOSE

The Specific Development Plan Number 58 (SD-58), 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 encouraging orderly development.

Lake Center Specific Development Plan SD-58 sets forth the development and design criteria for a development consisting of approximately 33 acres. The purpose of this Specific Development Plan is to permit flexibility in site planning and design in response to market conditions while assuring high quality development.

Specific Development Plan Number SD-58 specifically establishes for the property the following:

- . The permitted uses;
- . Maximum authorized development densities;
- . Anticipated phasing of on-site development;
- . Signage provisions; and
- . Development standards for authorized uses, including building height limits, required setbacks, parking requirements, landscaping provisions and enforcement policies.

The EIR sets forth certain required mitigation measures, specified on Exhibit I, attached, which are hereby incorporated as part of this Specific Development Plan No. 58.

Objectives

The objectives of the Lake Center Specific Development Plan include the provision of the following:

1. Landscaping that is appropriate to the level of development and sensitive to the surrounding community;
2. A visually harmonious development as viewed both internally and externally;
3. A circulation system that is responsive to the needs of both vehicular and pedestrian travel, particularly pedestrian safety across major arterials serving the subject site;
4. Development that is exclusive of noxious fumes, toxic or hazardous materials;
5. Flexibility in development in response to market conditions while achieving overall City and community goals;
6. Creation of new employment opportunities;
7. An integrated sign program that visually enhances the development and is harmonious with the adjacent environs.

SECTION 3 - USES PERMITTEDProfessional and Business Offices

1. General offices providing personal and professional services including, without limit, employment agencies, medical insurance, real estate, travel, trade contractors, architects, engineers, finance, research and development, wherein high technology office use is coupled with minor assembly and/or research, and other similar uses.

Commercial/Retail Uses

1. Commercial/retail uses including, but not limited to: service commercial uses such as: daycare centers, banks and other financial institution, delicatessens, food stores, news stands, automobile support facilities providing services only within the parking structures such as auto detailing, health and exercise centers and other similar uses, office and computer equipment, copy centers and other similar uses, office and computer equipment, copy centers, postal centers day care and other similar uses.
2. Restaurants, retail commercial, travel services, and other commercial uses incidental/accessing to office uses.

SECTION 4 - MAXIMUM PERMITTED BUILDING DENSITY/INTENSITY

The maximum authorized building densities/intensities for the Lake Center are as follows:

1. 400,890 square feet of existing and approved office and support commercial uses consistent with the site Master Plan.
2. 569,230 square feet of additional floor area. Parking structures and appurtenant uses are not included in the calculation of floor area. Figure 1 illustrates the locations of existing and proposed Master Plan of buildings.

SECTION 5 - PHASING

<u>PHASE</u>	<u>GROSS FLOOR AREA (SQ. FT.)</u>	<u>YEAR</u>
1 Building #1	49,040	1990
2 Building #12	56,000	1990-1991
3 Building #11	104,190	1992
4 Building #17	40,000	1992
5 Building #10	160,000	1993
6 Building #9	160,000	1994-1995

Year of development, building size and configuration are predicated on market conditions at the time of construction and are subject to change as market conditions change or as tenants become available.

SECTION 6 - SIGNAGE

All future on-site signs shall conform to Article XI, Subsections 41-850 through 41-1099 of the Santa Ana Zoning Code, in effect at the time of adoption of this ordinance. On-site signs shall also be consistent with an approved sign program to be on file with the Santa Ana Planning Division.

SECTION 7 - DEVELOPMENT STANDARDSProfessional and Business Offices/Commercial/Retail

1. Building Heights. All future on-site uses will be subject to a height limitation of 200 feet above ground level, which is defined as a measurement from the elevation of the top slab of the first floor on-grade to the top of the structure.
2. Setbacks. A minimum of 15 feet setback shall be provided between proposed on-site uses and right-of-way boundaries for the following streets: Lake Center Drive, Susan Street, Sunflower Avenue and MacArthur. A minimum ten foot setback will be provided for uses adjacent to internal roadways.

3. Building Separations. Minimum building separation shall be governed by Uniform Building Code requirements, except for parking structures which are not required to be separated from structures on separate parcels, and except for walkway covers, connecting pedestrian access and atrium connections between buildings.

4. Site Coverage. All building setbacks as described in 2 above. Building setbacks shall be maintained for site coverage. Site coverage for individual parcels or tracts shall be consistent with the approved precise plan, provided that the setbacks described above are maintained.

5. Parking. Parking within the Lake Center Specific Development will be design to take advantage of the urban setting and balance of uses. This is represented by the mixture of similar land uses located within close proximity to transportation facilities. It is the intent of the applicant to provide parking facilities in the form of both surface parking, parking structures above and, possibly, below grade. The parking structures design shall be compatible with the surrounding land uses.

The site currently has 508 surface parking spaces and 861 spaces in parking structures. Future on-site buildings will be served by a mix of surface and structure parking (approximately 1,684 parking spaces in parking structures and 289 surface spaces). Future spaces will be provided on a phase by phase basis consistent with projected demand coinciding with the construction of the proposed buildings. At build out, projected total parking is anticipated to be 3,342 spaces in a combination of surface and structured parking.

a. Location of Parking. Required off-street parking shall be provided. When parking is provided on a site of different ownership, a recorded document shall be approved and filed with the City of Santa Ana, Planning Division, and signed by the owners of the parking site, stipulating to the reservation of use of the site for said parking.

b. Joint Use of Parking. Two ore more office or commercial uses may jointly develop and utilize required parking facilities if approved by the Planning Division. Parking requirements for each individual use may be reduced through City of Santa Ana (i.e. no compact stalls) as of the date of adoption with regard to surfacing, marking, grading, lighting, walls, circulation, parking dimensions, and layout. Landscaping requirements will be in accordance with this Specific Development Plan.

c. Off-Street Parking Plan/Site Plan. A parking plan will be submitted for all projects requiring more than ten parking spaces, unless off-street parking facilities are already provided.

The required number of off-street spaces may be reduced commensurate with the specific type of use and demonstrated hourly parking demand upon approval by the Zoning Administrator. For off-street parking plan areas which contain 500 or more parking spaces, a twenty (20) percent reduction may be permitted for required off-street parking, subject to approval by the Zoning Administrator. This percentage is based upon representative factors for land use as provided by the Urban Land Institute's (ULI) shared parking study.

The required number of off-street spaces provided may be further modified contingent upon implementation of a transportation demand management plan for Lake Center, and based upon the results of a verified transportation study, subject to approval by the Planning Division.

d. Number of Required Off-Street Spaces. The minimum number of off-street parking spaces to be provided within the project area are as follows:

Medical and Dental. Six spaces for each doctor or one space for each 200 square feet of gross floor area, whichever is greater.

Professional and Business Offices. One space for each $333 \frac{1}{3}$ square feet of gross floor area.

Restaurants. Restaurant parking shall be in accordance with the following:

Restaurants shall provide one parking space per 100 gross square feet of floor area.

Outdoor dining areas may be reduced to provide one space per 200 square feet of gross floor area.

Parking requirements may be waived for restaurants which primarily serve an on-site building or can be demonstrated to serve on-site users who will not drive to the site.

Commercial. One (1) space for each 200 square feet of gross floor area for any freestanding commercial space larger than 3,000 square feet. Parking requirements shall be waived for commercial and service uses which primarily serve an on-site building, or can be demonstrated to serve on-site users who will not drive to the site.

6. Landscaping Standards. All areas not used for buildings, parking or storage shall be landscaped using the following guidelines. All landscaped areas shall be irrigated using an automatic irrigation system. The project shall provide landscaping, consistent with the existing landscape theme and existing improvements on-site. Plaza's and courtyards shall provide a minimum of 30% of the area dedicated to such amenity in landscaping.

The design guidelines outlined herein form an integral element in achieving distinctive development character for the project area. As phases are implemented, landscape plans shall be approved which are consistent with and implement these concepts, and are consistent with existing improvements established by a Master Plan on file with the City Planning Division. Detailed landscaping plans shall be submitted to and be approved by the City of Santa Ana Planning Division prior to issuance of a building permit and installed prior to issuance of a certificate of Use and Occupancy.

a. Setback Areas. To create a unifying element surrounding the project area, a landscaped edge will be maintained adjacent to Lake Center Drive, Susan Street, Sunflower Avenue, MacArthur Boulevard, and interior streets. This edge will contain formal tree plants with turf below.

b. Side and Rear Yard Setback Area. All building setback areas shall be landscaped utilizing ground cover, lawn, and/or shrub and tree materials consistent with existing improvements.

c. Parking Area. In all areas where there is surface parking, the following standards shall apply:

Setback - The width of the landscaped edge adjacent to parking areas shall be a minimum of ten feet from the interior rear and interior side yard property lines.

Trees - A landscape planter, not less than five feet by five feet, including the thickness of the raised curb, shall be required consistent with existing improvements, at a ratio of one planter for each four parking spaces. For every ten parking spaces; each planter will require one 15 gallon size tree, 8 five gallon size shrubs and ground cover to serve as filler materials. Other organic or inorganic materials are not accepted for substitution for ground cover or turf.

7. Enforcement. The penal provisions and permit requirements set forth in Article VIII of the Santa Ana Municipal Code (effective as of the date of adoption of this Specific Development Plan) shall apply to all development within the Lake Center Specific Development Plan.

SECTION 8 - OPERATIONAL STANDARDS

1. Conditions Covenants and Restrictions (CC & R's) shall be provided which requires 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.
2. 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 to provide the opportunity to apply conditions to ensure compliance.
3. Prior to issuance of a Building Permit, dedicate curb returns and ultimate street right-of-ways on Lake Center Drive and Susan Street per the approved site plan.
4. Prior to issuance of a Utility Release, complete the following:
 - a) Comply with all mitigation measures applicable to the approved Site Plan and as set forth in the Draft EIR, and as modified in the response to comments portion of the EIR.
 - b) Comply with the requirements of the Development Agreement.

This is to certify that this document
is presented for free recording by
the City of Santa Ana under Government
Code Section 6403.

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:
Clerk of the Council
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

\$ 73.00
C2

90-625289

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-250 PM NOV 27 '90

749

Lee A. Branch RECORDER

(Above Space for Recorder's Use Only)

DEVELOPMENT AGREEMENT

FOR LAKE CENTER PROFESSIONAL OFFICE PARK

THIS DEVELOPMENT AGREEMENT ("Development Agreement")
is made and entered into this 15th day of September, 1990, by
and between the CITY OF SANTA ANA, a municipal corporation
organized and existing under the laws of the State of
California ("City"), and CALIFORNIA PACIFIC PROPERTIES, a
California general partnership ("Developer").

R E C I T A L S:

A. California Government Code §§ 65864 et seq.
provide that the legislative body of a city may enter into a
development agreement with persons having legal or equitable
interests in real property for the development of real
property in order to, among other things: (i) vest certain
rights in the developer; (ii) provide certainty in the
approval of development projects in order to avoid the waste
of resources; (iii) encourage investment in and commitment to
comprehensive planning which will make maximum efficient
utilization of resources at the least economic cost to the
public; (iv) strengthen the public planning process and
encourage private participation in comprehensive planning;
and (v) reduce the economic costs of development by providing
assurance to the developer that the developer may proceed
with its projects in accordance with existing policies,
rules, and regulations subject to conditions of approval.

B. Pursuant to California Government Code Section
65865, the City has adopted its Resolution No. 82-92,
establishing procedures and requirements for the approval of
development agreements. Developer has applied to the City
pursuant to California Government Code Sections 65864-
65869.5, and pursuant to said Resolution for approval of the
Development Agreement set forth herein.

C. The City desires to enter into this Development Agreement with Developer in order to facilitate the development of certain property (the "Property") known as "Lake Center Professional Office Park" (the "Development"), more fully described in Exhibit A and shown on the map set forth on Exhibit B, both attached hereto. Such development shall be in accordance with (i) Specific Development Plan No. 58, adopted by the same ordinance of the City which approved this Development Agreement (the "Plan") and (ii) Existing Development Regulations (as defined below); provided however, no use which is permitted only pursuant to the issuance of a conditional use permit by the Plan shall be considered part of the "Development" within the scope of this Development Agreement. The City has given notice of its intention to adopt this proposed Development Agreement, has conducted public hearings thereon pursuant to Government Code Section 65867, and the City's Resolution No. 82-98 and has found that the provisions of this Development Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City's General Plan, the Plan, and the Existing Development Regulations. In connection with its approval of the Development, a Final Environmental Impact Report ("EIR") was prepared and certified by the City Council on October 1, 1992.

D. Developer has engaged, prior to the date of this Development Agreement, in substantial development activity on the Property, and has completed approximately fifty percent (50%) of the construction of the Development Plan. In the course of this work, Developer has provided significant public benefits and has invested substantial amounts of money in reliance on project approvals. Continued development of the Property will require the construction of substantial public improvements in various phases, many of which improvements will benefit both the Development and surrounding areas. Certain development risks and uncertainties associated with the long term nature of the Development, including the cost of the portion of these public improvements, could discourage and deter Developer from making the long term commitments necessary to fully develop the Property; therefore, the parties desire to enter into this Development Agreement in order to reduce or eliminate uncertainties to such development over which the City has control.

E. As permitted by law, the City and Developer desire to establish design and development standards for the entire build-out period of the Development, including all phases thereof, the permitted uses for the Development, and to identify the scope of public infrastructure improvements to be required for and as a result of the Development.

F. The City recognizes that Developer may sustain substantial losses if the City were to default in its obligations herein undertaken, including the substantial investment made by Developer to plan the Development.

G. The City, by electing to enter into contractual agreements such as this one, acknowledges that the obligations of the City shall survive beyond the term or terms of the present City Council members, that such action will serve to bind the City and future councils to the obligations thereby undertaken, and this Development Agreement shall limit the future exercise of certain governmental and proprietary powers of the City. By approving this Development Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Development Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Development Agreement have undergone extensive review by the City and its Council and have been found to be fair, just and reasonable, and the City has concluded that the pursuit of the Development will serve the best interests of its citizens and the public health, safety and welfare will be best served by entering into this obligation. The City acknowledges that Developer would not consider or engage in the Development without the assurances of development entitlement which this Development Agreement is designed to provide.

H. The mutual undertakings, assurances, and covenants provided for in this Development Agreement provide public benefits to the City and its residents, including the promotion of comprehensive planning, private and public cooperation and participation in the provision of public benefits, the increase in the City tax revenues from the Development, and the effective and efficient development of public facilities and infrastructure supporting the Development which was contemplated and promoted by Government Code §§ 65864 et seq.

I. This Development Agreement will promote and encourage the development of the Property by providing Developer and its creditors with a greater degree of certainty of Developer's ability to expeditiously and economically complete the development effort, and the parties agree that the consideration to be received by the City pursuant to this Development Agreement and the rights secured to Developer hereunder constitute sufficient consideration to support the covenants and agreements of the City and Developer. By entering into this Development Agreement, the City desires to vest in Developer, to the fullest extent possible under the law, all possible development entitlements in order to complete the Development.

J. The City Planning Commission and the City Council have found and determined that this Development Agreement: (i) is consistent with the City's general plan and all specific plans as of the date of this Development Agreement (as referenced in Government Code §§ 65450 et seq.) applicable to the Development; (ii) is in the best interest of the health, safety, and general welfare of the City, its residents, and the public; (iii) is entered into pursuant to and constitutes a present exercise of the City's police power; and (iv) is entered into pursuant to and in compliance with the requirements of Government Code § 65867, the City Development Agreement Resolution No. 82-92; and the City Council has adopted an ordinance authorizing the execution of this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. Binding Effect of Development Agreement. The Development Agreement pertains to the Property as described in Exhibit A. The burdens of the Development Agreement are binding upon, and the benefits of the Development Agreement inure to all successors in interest of the parties to the Development Agreement, and constitute covenants which run with the Property, and in order to provide continued notice thereof, this Development Agreement will be recorded by the parties. The assurances provided to Developer in this Development Agreement are provided pursuant to and as contemplated by Government Code §§ 65864 et seq., and in consideration for the undertakings of Developer as set forth in this Development Agreement, and are intended by the City to be and have been relied upon by Developer to its detriment in undertaking the obligations and covenants provided in this Development Agreement and in expending monies and making improvements pursuant to this Development Agreement. The parties agree that the consideration to be received by the City pursuant to this Development Agreement and the rights secured to Developer hereunder constitute sufficient consideration to support the covenants and agreements of the City and Developer.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Development is a private project and that neither the City nor Developer will be deemed to be the agent of the other for any purposes whatsoever.

3. Reservations and Dedications. It is hereby further understood and agreed that no reservations or dedications of land will be required by the City as a condition to development of the Property during the Term (as

herein defined), except as part of the conditions imposed in connection with the approval of the site development plan for the Plan or as otherwise agreed to in writing by the City and Developer. Nothing herein shall be construed to limit the City's powers of eminent domain.

4. Term.

(a) The term ("Term") of this Development Agreement is fifteen (15) years from the date of execution, subject to earlier termination as hereinafter provided.

(b) Pursuant to Section 66452.6(a) of the California Subdivision Map Act, any tentative Subdivision Map approved for the Property shall also be extended for a period equal to the period this Agreement remains in effect.

5. Development Standards. In connection with development of the Property by Developer, the City hereby agrees that the permitted uses of the Property, density of use, intensity of use, maximum height and size of proposed buildings shall be those set forth specifically in the Plan.

6. Processing of Applications and Permits. The City will accept the processing and review of all applications for permits or other entitlements with respect to the development and the use of the Property in accordance with this Development Agreement. It is understood by the parties to this Development Agreement that pursuant to existing law, development review approvals shall not remain valid for the Term of this Development Agreement, but only for the term of such development review approvals. Accordingly, Developer shall have the right to file such new development review applications on portions of the Development where such previously approved development review approvals have expired. Any such new development review applications filed for the Development shall be reviewed in accordance with the Plan and Existing Development Regulations.

7. Development Review. Nothing set forth herein shall impair or interfere with the right of the City to require the processing of building permits as required by law and to conduct its development review of any specific improvements proposed for the Development pursuant to the applicable provisions of Chapter 41 of the City's Municipal Code which are in effect as of the date hereof; provided, however, no such review shall authorize or permit the City to impose any condition and/or withhold approval to any proposed building the result of which would be inconsistent with any term or provision of this Development Agreement, and it is

hereby further provided that the basis for the City's development review shall, to the degree possible, be limited to architectural design and compatibility with the standards and specifications set forth in the Plan and the Existing Development Regulations specified in Section 12 of this Agreement. It is further agreed that the City shall in all events provide the reasons for disapproval in the event that the City disapproves any building as proposed.

8. Utility Capacity. It is hereby agreed that the City will not undertake any act or neglect to perform any act or duty which would impair or inhibit Developer's receipt of water or sewer service subject only to the payment of fees therefor by Developer. The City hereby represents that it currently has sufficient water and sanitary sewage capacity for the entire development of the Property. Nothing herein shall be construed to limit the City's ability to impose reasonable conditions on future discretionary approvals which require Developer to install water and sewer lines and appurtenances servicing the Property.

9. Assignment. Developer shall have the right to sell, assign, or transfer all of its interest in the Property along with all of its right, title and interest in and to this Development Agreement to any person, firm or corporation at any time during the term of this Development Agreement without the consent of the City.

10. Periodic Review of Compliance. In accordance with Government Code Section 65865.1, the City Council shall review this Development Agreement at least once each calendar year hereafter. At such periodic reviews, Developer must demonstrate its good faith compliance with the terms of this Development Agreement. Developer agrees to furnish such evidence of good faith compliance as the City, in the reasonable exercise of its discretion and after reasonable notice to Developer, may require. Developer shall be deemed to be in good faith compliance with this Development Agreement if the City is not entitled by the terms and provisions of this Development Agreement to terminate this Development Agreement.

11. Amendment or Cancellation. This Development Agreement may be amended or cancelled in whole or in part only by mutual consent of the parties and in the manner provided in Government Code Sections 65868, 65867 and 65867.5.

12. Vesting of Development Rights.

(a) General Statement. As a material inducement to Developer and its lenders to continue with diligent efforts to promote the development of the

Property, the City desires to cause all development rights which may be required to develop to completion the Property with buildings and related improvements consistent with the Plan, to be deemed vested in developer, as of the date of this Development Agreement, to the greatest extent permitted by law, and to be free of all discretionary rights of the City or any body or agency thereof, except as herein provided, to impose any subsequent building moratoriums or restrictions on development which are inconsistent with this Development Agreement.

(b) Existing Rules to Govern. In accordance with the terms of Government Code § 65866, the City and Developer agree that the ordinances, rules, regulations and official policies of the City (collectively, the "Existing Development Regulations") in effect as of the date of this Development Agreement, governing the design, density, permitted land uses, improvement, and construction standards applicable to the Development shall govern during the Term of this Development Agreement. For ease of reference only, a copy of a portion of the Existing Development Regulations is set forth in Exhibit C attached hereto. Except as otherwise provided in this Development Agreement, no amendment to, revision of, or addition to any of the Existing Development Regulations without Developer's written approval, whether adopted or approved by the City Council or any office, board, commission or other Agency of the City, or by the people of the City through charter amendment or initiative measure, shall be effective or enforceable by the City with respect to the Development, its design, grading, construction, remodeling, use or occupancy, schedule of development.

(c) Definition of "Existing Development Regulations". As used herein, "Existing Development Regulations" shall not include municipal laws and regulations which do not conflict with Developer's vested rights to develop and use the Property in accordance with the Plan. Developer and its successors and assigns and all persons and entities in occupation of any portion of the Property shall comply with such non-conflicting laws and regulations as may from time to time be enacted or amended hereafter. Specifically, but without limitation on the foregoing, such non-conflicting laws and regulations include the following:

- (i) Taxes, assessments, fees and charges;
- (ii) Building, electrical, mechanical, fire and similar codes based upon uniform codes

incorporated by reference into the Santa Ana Municipal Code;

(iii) Laws, including zoning code provisions, 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; and

(iv) Procedural rules.

(d) Subsequent "Slow/No Growth" Measures. Consistent with (a) and (b), above, the City and Developer specifically agree that any subsequently enacted initiatives, referendums, or amendments to the City's General Plan and/or Zoning Code which contain "slow/no growth" measures or which by their terms are intended to, or by operation have such effect shall have no application to the Development. Notwithstanding any such measures, the mitigation measures required for the Development are limited to those established by this Development Agreement.

13. Environmental Compliance.

(a) EIR Processing Completed. Developer hereby acknowledges that the Development shall be subject to the mitigation measures set forth in the EIR and identified in Exhibit D hereto. To the extent that Developer develops the Development, Developer hereby agrees to implement the various mitigation measures required to be implemented by Developer as specified in Exhibit D.

(b) Subsequent Environmental Review. In exercising its legislative discretion to enter into this Development Agreement and to commit the City to the completion of the Development, the City has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated project, including, without limitation, the potential demands the Development will make on local and regional streets, highways, parks and recreation areas, water capacity and water lines, sewer capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. The City has further reviewed and considered from a variety of perspectives, and has analyzed pursuant to a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Development for available capacities and cumulatively add to potential adverse impacts. In so doing, the City has considered among other things, the possibilities that:

(i) Federal, local, regional and state plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure systems may be delayed, modified or abandoned;

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by the City and other local agencies; and

(iii) Regional and Development generated demands on infrastructure and utility improvements to be constructed as a part of the Development may exceed in either the short run or the long run the allocated capacities for such demands.

After assessing these and other potential adverse environmental impacts associated with the development of the Property, the City has imposed mitigation measures through the EIR, and this Development Agreement to the fullest extent the City considers feasible and necessary. The City has determined that phased completion of the Development in the manner contemplated will itself provide the mitigation measures needed to contribute to alleviate short run and long run potential adverse environmental impacts, and that the public benefits of the Development override any potential adverse environmental impacts which may arise during the development period; therefore, the City agrees, consistent with California Public Resources Code Section 21166, that no subsequent or supplemental environmental impact report shall be required by the City for the subsequent discretionary approvals except as set forth in said section.

(c) Susan/Sunflower Traffic Signal. Developer shall install a traffic signal at the intersection of Susan Street and Sunflower Avenue (the "Sunflower Signal") in accordance with standard traffic signal warrants. Because the Sunflower Signal will benefit other property in the vicinity of the Development, the City shall use its best good faith efforts to enter into an agreement (the "Sunflower Agreement") with the City of Costa Mesa ("Costa Mesa") (i) requiring Costa Mesa to collect "fair share" funds (the "Sunflower Funds") from landowners with development projects in the vicinity of the Development (including, but not limited to, the "Metro Pointe" project of Arnel Development Company) as a condition to granting any development approvals for such projects, to the extent authorized by law, and (ii) requiring Costa Mesa to transfer to the City all Sunflower Funds collected pursuant to the Sunflower Agreement. In such event, the

City shall transfer all Sunflower Funds to Developer, up to an aggregate amount equal to fifty percent (50%) of Developer's total cost of installing the Sunflower Signal.

(d) Lake Center/MacArthur Traffic Signal.
Developer and the City agree that the intersection of Lake Center Drive and MacArthur Boulevard adjacent to the Property may require a traffic signal during the term of this Development Agreement (the "MacArthur Signal"). At any time the City determines through traffic monitoring that the MacArthur Signal is warranted, the City may, by providing notice to Developer, require Developer to (1) install the MacArthur Signal in accordance with standard traffic signal warrants, or, at Developer's option, (2) pay to the City the cost of installing the MacArthur Signal, in which case the City shall install the signal.

To ensure the performance of Developer's obligation, Developer shall post a "faithful performance" bond in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) as a condition to the City's issuance of a certificate of occupancy for the first building on the Property constructed after the effective date of this Agreement. The City shall release the bond at the earlier of (i) the Developer's completion of installation of the MacArthur Signal, or (ii) six months after Developer provides accurate written notice to the City that the Development is at least ninety percent (90%) occupied, at which time, if the MacArthur Signal has not become warranted, the Developer's obligation to install the MacArthur Signal shall be extinguished.

14. Enforcement. Unless amended or cancelled as provided in Paragraph 11, this Development Agreement shall continue to be enforceable by any party to it, notwithstanding a change in general or specific plans, zoning, subdivision, building or other regulations adopted by the City which alter or amend the rules, regulations or policies applicable to the Development.

15. Supersession of Agreement by Changes in State or Federal Law. In the event that State or Federal laws or regulations enacted after this Development Agreement have been entered into or the action or inaction of any other affected governmental jurisdiction prevents or precludes compliance with one or more provision of this Development Agreement that requires changes in plans, maps or permits approved by the City, the parties shall:

(a) Provide the other party with written notice of such State or Federal restriction, provide a copy of such regulation or policy as a statement of conflict for the provisions of this Development Agreement; and

(b) Promptly meet and confer with the other party in a good faith and make a reasonable attempt to take such action necessary to protect and preserve the validity and enforceability of this Development Agreement, including modification or suspension of this Development Agreement, only if such action would be ultimately necessary to comply with such Federal or State law or regulation and at the same time would protect and preserve the Development Plan contemplated by this Development Agreement. Thereafter, regardless of whether the parties reach agreement on the effect of such Federal or State law regulation upon this Development Agreement, the matter shall be scheduled for a hearing before the City Council, upon thirty (30) days notice, for the purposes of determining the exact action which is required by such Federal or State law or regulation.

16. Enforced Delay and Extension of Times of Performance. In addition to specific provisions of this Development Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are demonstrated to be due to acts of God, war, acts or omissions of the City, acts or omissions of third parties which are not a party to this Development Agreement, including but not limited to, other governmental agencies, or other causes beyond the reasonable control of Developer. An extension of time in writing for any such cause shall be granted for the period of the enforced delay, or longer as mutually agreed upon, which period shall commence to run from the time of commencement of cause.

17. Notices. Any notice or instrument required to be given or delivered to either party to the Development Agreement may be given or delivered by depositing the same in the United States mail, certified mail, postage prepaid, addressed to:

City: City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Attn: City Manager

Developer: California Pacific Properties
3070 South Bristol Street, Suite 440
Costa Mesa, California 92626
Attn: Mr. Gregory Butcher

Notice of change of address shall be delivered in the same manner as any other notice provided herein, and shall be effective three days after mailing by the above-described procedure.

18. Breach and Remedies. Notwithstanding any provision of this Development Agreement to the contrary, Developer shall not be deemed to be in default under this Development Agreement, and the City may not terminate Developer's rights under this Development Agreement unless the City shall have first delivered a written notice of any alleged default to Developer, which shall specify the nature of such default. If such default is not cured by Developer within ninety (90) days of service of such notice of default, or with respect to defaults which cannot be cured within such period, Developer fails to commence to cure the default within thirty (30) days after service of the notice of default, or thereafter fails to diligently pursue the cure of such default until completion, the City may terminate Developer's rights under this Development Agreement. In the event of a default by either party which is not cured within the time prescribed hereinabove, the non-defaulting party may undertake one or more of the following remedies:

(a) Terminate this Development Agreement by written notice stating the grounds for such action; or

(b) Institute an action for specific performance of this Development Agreement, it being expressly agreed that, in the event of a breach of this Development Agreement, irreparable harm is likely to occur to the non-breaching party and damages are not an available remedy. In no event shall either party be entitled to damages against the other party based upon the other party's default under this Development Agreement.

19. Estoppel Certificate. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) this Development Agreement is in full force and effect and a binding obligation of the parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (iii) the requesting party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. The party receiving a request hereunder shall execute and return such certificate within thirty days following the receipt thereof. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees of Developer.

20. Entire Agreement. This Development Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the Development Agreement in full. Any agreement or

representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Development Agreement, is null and void.

21. Recordation of Agreement. This Development Agreement and any amendment and cancellation hereof shall be recorded in the Official Records of the County of Orange by the Clerk of the City within the period required by Section 65868.5 of the Government Code.

22. Severability. If any term provision, condition, or covenant of this Development Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Development Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Development Agreement.

24. Counterparts. This Development Agreement has been executed in one or more counterparts, each of which has been deemed an original, but all of which constitute one and the same instrument.

25. Time of Essence. Time is of the essence in the performance of the provisions of this Development Agreement as to which time is an element.

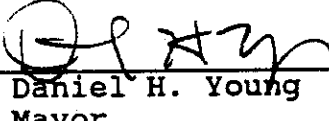
26. Date. This Development Agreement shall be dated as of the date of adoption of an ordinance of the City approving this Development Agreement, it being understood that such an ordinance shall not have been submitted to the City Council for adoption until after the execution of this Development Agreement by Developer. This Development Agreement shall become effective on the date said ordinance becomes effective.

SIGNATURE PAGE

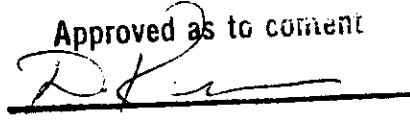
IN WITNESS WHEREOF, the undersigned have executed this Development Agreement as of the day and year first above written.

"City"

CITY OF SANTA ANA, a municipal corporation

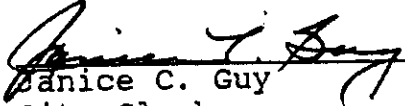
By: 
Daniel H. Young
Mayor

Approved as to content

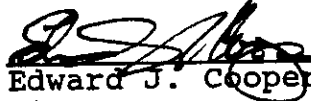


City Manager

ATTEST:

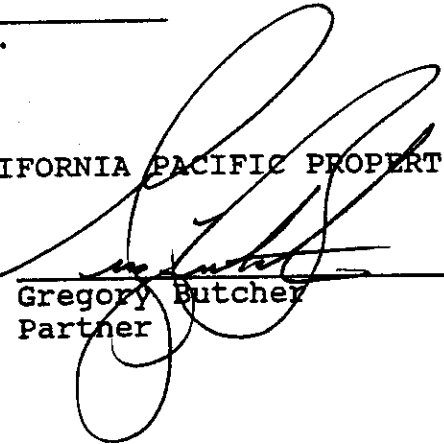

Janice C. Guy
City Clerk

APPROVED AS TO FORM:


Edward J. Cooper, Esq.
City Attorney

"Developer"

CALIFORNIA PACIFIC PROPERTIES

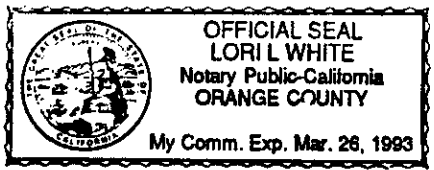
By: 
Gregory Butcher
Partner

STATE OF CALIFORNIA)
)
) SS.
COUNTY OF ORANGE)

On this 5TH day of September, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY L. BUTCHER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a partner of CALIFORNIA PACIFIC PROPERTIES, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Lori L. White
Notary Public



State of California }
 } SS.
County of Orange }



On this 20th day of November in the year 1990, before me _____, Clerk of the Council or ELIZABETH A. DANG, Deputy Clerk of the Council of the City of Santa Ana personally appeared DANIEL H. YOUNG & JANICE C. GAY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as MAYOR AND CLERK OF THE COUNCIL of the City of Santa Ana and acknowledged to me that the City of Santa Ana executed it.

Elizabeth A. Dang

EXHIBIT 'A'

LEGAL DESCRIPTION

Parcel 1

Lot 1 of Tract No. 11420, in the City of Santa Ana, County of Orange, State of California as per map recorded in Book 492, Pages 6 through 9 of Miscellaneous Maps, in the Office of the County Recorder of Orange County.

Parcel 2

Parcel 1 of a Parcel Map in the City of Santa Ana, County of Orange, State of California, as per map filed in Book 121, Pages 14 and 15 of Parcel Maps, in the Office of the County Recorder of Orange County;

EXCEPTING THEREFROM all of Lots 1 and 2 of Tract No. 11420, in the City of Santa Ana, County of Orange, State of California, as per map recorded in Book 492, Pages 6 through 9 of Miscellaneous Maps, in the Office of the County Recorder of Orange County.

Parcel 4

Parcels 1 and 2 of Parcel Map No. 84-876 in the City of Santa Ana, County of Orange, State of California, as shown on a map thereof filed in Book 196, Pages 22 through 24 of Parcel Maps, in the Office of the County Recorder of said Orange County.

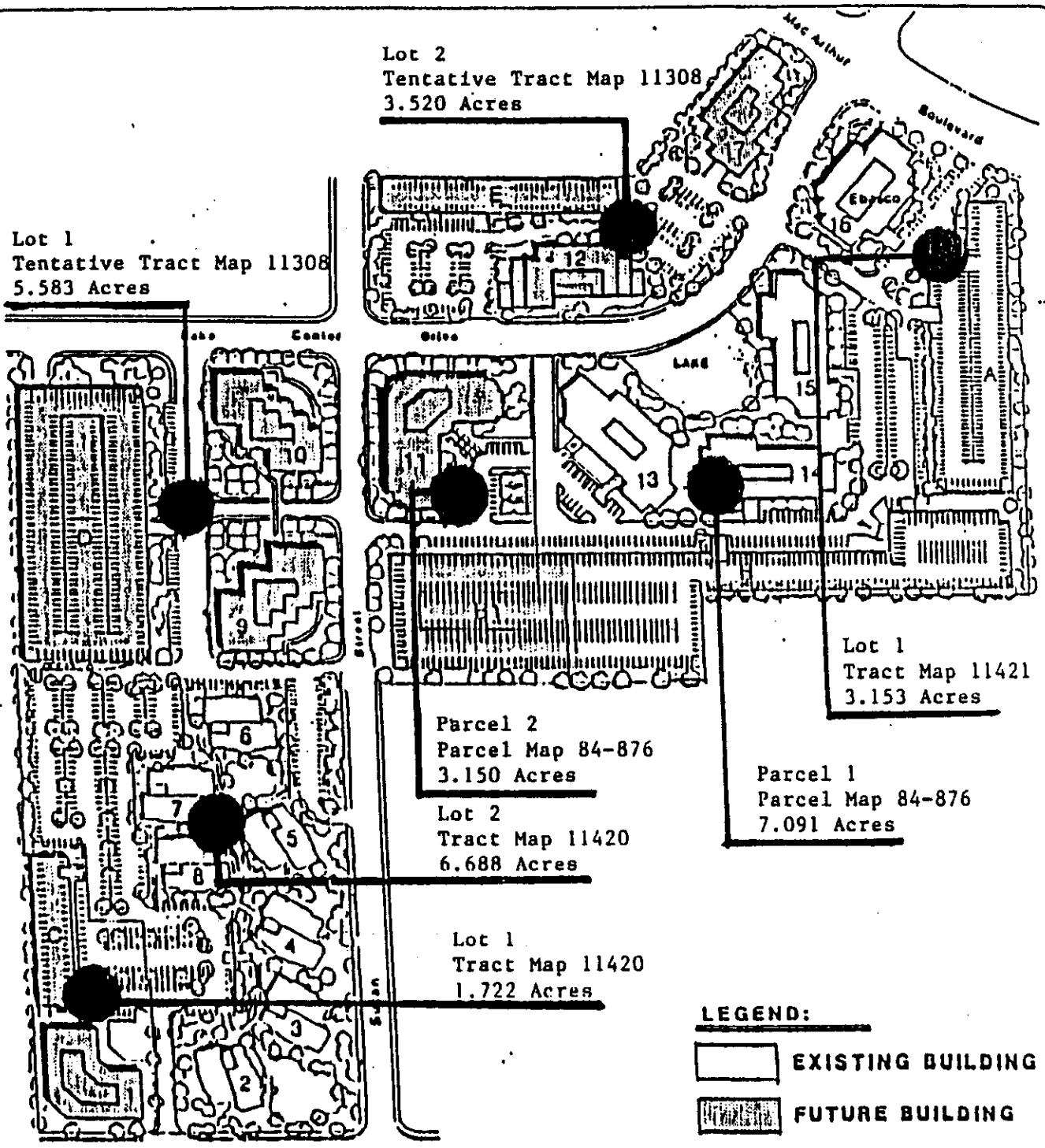
Parcel 5

That certain parcel of land situated in the City of Santa Ana, County of Orange, State of California, being that portion of Parcel 2 as shown on a map filed in Book 127, Pages 48 and 49 of Parcel Maps in the Office of the County Recorder of said Orange County lying northerly and northwesterly of the northerly and northwesterly line of Lot B of Tract No. 11421 as shown on a map thereof filed in Book 505, Pages 20 through 22 of Miscellaneous Maps in said Office of the Orange County Recorder.

EXHIBIT B

MAP OF PROPERTY

The map of the property is set forth in the attached copies of "Site Plan and "Existing and Future Buildings."



LEGEND:
 [Solid Line Box] EXISTING BUILDING
 [Hatched Box] FUTURE BUILDING

Source: STA, Inc.

ACREAGE SUMMARY

Tentative Tract Map 11308	
Lot 1	5.583 Acres
Lot 2	3.520 Acres
Tract Map 11421	
Lot 1	3.153 Acres
Parcel Map 84-876	
Parcel 1	7.091 Acres
Parcel 2	3.150 Acres
Tract Map 11420	
Lot 1	1.722 Acres
Lot 2	6.688 Acres

NOT TO SCALE

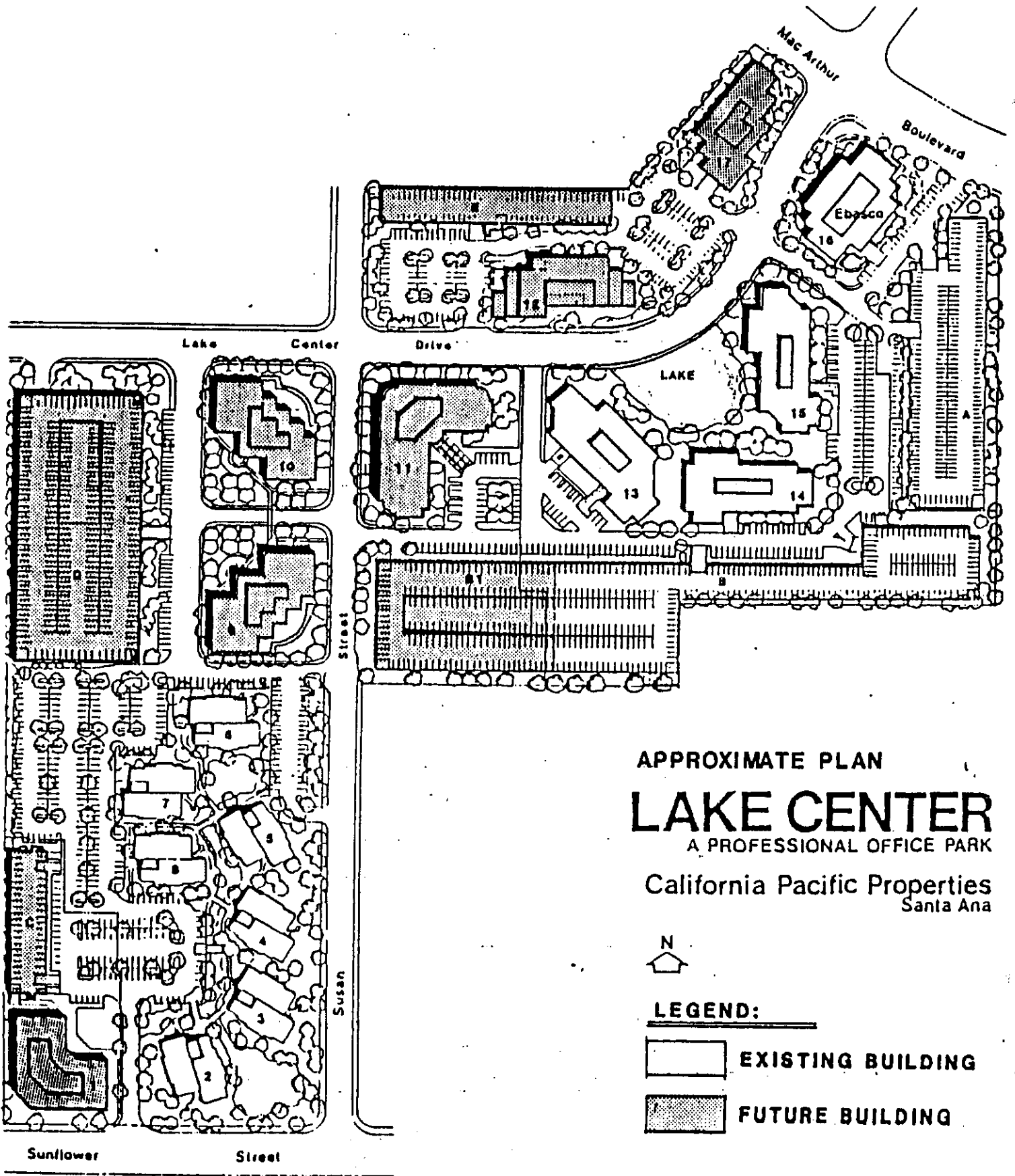
FIGURE 1

SITE PLAN



4/18/89:KF

30.907 Acres



APPROXIMATE PLAN

LAKE CENTER

A PROFESSIONAL OFFICE PARK

California Pacific Properties
Santa Ana



LEGEND:



-  EXISTING BUILDING
-  FUTURE BUILDING

EXHIBIT CEXISTING DEVELOPMENT REGULATIONS -- PARTIAL**Sec. 41-670. Standards for approval.**

Plans for a development project shall be approved if the development project, as proposed in the plans, satisfies the following standards:

- (1) The development project is consistent with the general plan and with any applicable specific plan adopted pursuant to California Government Code, Section 65450 et seq.
- (2) The development project is consistent with development design and architectural standards adopted by resolution of the city council.
- (3) The development project provides for adequate vehicular and pedestrian access and circulation and vehicular parking.
- (4) The development project provides for adequate access for city emergency and service vehicles and equipment.
- (5) The development project provides for adequate utility services.
- (6) The development project complies with all applicable standards and regulations set forth in this chapter, including but not limited to landscaping requirements, trash area enclosures, and screening requirements for loading and parking areas.

EXHIBIT DLAKE CENTER SPECIFIC DEVELOPMENTMITIGATION MONITORING PLAN

EARTH RESOURCES

1. Grading shall be conducted by the project applicant in accordance with plans prepared by a civil engineer and based on recommendations of a soil engineer and an engineering geologist subsequent to the completion of a comprehensive soil and geologic investigation for the proposed structures. Permanent reproducible copies of the "Approved as Built" grading plans on standard size sheets shall be furnished by the project applicant to the Building Department.

Timing of Implementation/Verification: Prior to grading permit issuance & during grading operation

Method of Verification: Grading plan check and periodic field inspection during grading operation

Responsible Party: Sr. Plan Check Engineer, Building Division

Verification (Names & Dates):

2. A complete erosion study shall be prepared by the project applicant prior to the start of any grading activities to minimize the erosion potential created during development, and grading operations by the applicant shall be in conformance with all City of Santa Ana ordinances pertaining to grading.

Timing of Implementation/Verification: Prior to grading permit issuance and during grading operation

Method of Verification: Grading plan check and periodic field inspections

Responsible Party: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

DRAFT (August 7, 1990)

3. Possible water erosion during construction shall be mitigated by the installation of temporary erosion control devices by the project applicant, as required by the State Regional Water Quality Control Board.
- Timing of Implementation/Verification: Prior to grading permit issuance and during grading operation
- Method of Verification: Grading plan check and periodic field inspections
- Responsible Party: Sr. Plan Check Engineer, Building Division
- Verification (Name & Date):
4. Utilization of desiltation devices such as sandbags in areas that may discharge into city streets shall be implemented by the project applicant prior to the commencement of grading activities.
- Timing of Implementation/Verification: Prior to grading permit issuance
- Method of Verification: Grading plan check and field inspection
- Responsible Party: Sr. Plan Check Engineer, Building Division
- Verification (Name & Date):
5. The grading plan prepared by the applicant shall include a description of haul routes, access points to the site, and a watering and sweeping program designed to minimize impacts of haul operations.
- Timing of Implementation/Verification: Prior to approval of any grading permits and implementation during grading phase
- Method of Verification: Grading plan check and periodic field inspections
- Responsible Party: Sr. Plan Check Engineer, Building Division
- Verification (Name & Date):

DRAFT (August 7, 1990)

6. All structures shall be designed by the applicant in accordance with the seismic design provisions of the Uniform Building Codes to promote safety in the event of an earthquake.

Timing of Implementation/Verification: Prior to approval of any grading permits and implementation during grading phase

Method of Verification: Grading plan check and periodic field inspections

Responsible Party: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

WATER

7. Prior to issuance of grading permits, onsite drainage improvement plans prepared by the applicant shall be reviewed and approved by the City of Santa Ana Public Works Department, and said onsite improvements shall be constructed by the project applicant.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Grading plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineering Services

Verification (Name & Date):

8. All development within the Santa Ana River floodplain shall be carefully reviewed by the City of Santa Ana to ensure that it is located and designed to minimize potential damage from flooding and to ensure that such development does not endanger other areas.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Grading plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineering Services

Verification (Name & Date):

- 9. The proposed project shall comply with city standards described in the General Plan as they apply to buildings and parking structures located in a floodplain.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Written evidence provided by applicant

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineering Services

Verification (Name & Date):

NOISE

- 10. All construction activities shall be limited to the hours of 7:00 a.m. to 8:00 p.m., Monday through Saturday. No construction shall be permitted on Sundays or federal holidays.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Grading plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

- 11. Where appropriate, construction equipment shall be muffled to reduce construction noise impacts.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Grading plan check, written verification provided by applicant, and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

12. All construction activities shall comply with all local, state, and federal construction noise regulations.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Written verification from applicant & field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

13. The project applicnat shall use a textured parking surface, such as asphalt or textured concrete in the parking structure to reduce tire noise.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

LIGHT AND GLARE

14. All rooftop mounted parking structure lights shall be located and shielded so that all light is contained within the boundaries of the project and no light spillage occurs to adjacent properties.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

DRAFT (August 7, 1990)

15. All parking structure interior lights shall be high intensity discharge (stem mounted) with no light spillage to adjacent properties. No fluorescent tube fixtures shall be allowed.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

16. Light and glare from automobiles within the parking structures shall be screened with solid, opaque wall materials while maintaining all ventilation requirements of the Uniform Building Code.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

17. The applicant shall install non-reflective glass windows on the bottom floors of all new buildings.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

TRAFFIC/CIRCULATION

18. With the first building permit for the proposed project, the project applicant shall construct a traffic signal at the intersection of Susan Street/Sunflower Avenue in accordance with standard traffic signal warrants. Under the terms of a pending reimbursement agreement between the cities of Santa Ana and Costa Mesa, the project applicant shall install, and provide initial costs for, this traffic signal but shall eventually be reimbursed for all but the "fair share" of the signal costs associated with the proposed Lake Center project.

Timing of Implementation/Verification: Concurrent with first building permit construction

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Manager, Engineering Services
Verification (Name & Date):

19. The project applicant shall install multiway (4-way) "stop" signage at the intersection of Lake Center and Susan Street.

Timing of Implementation/Verification: Prior to first building permit issuance

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division
& Manager, Engineer Services
Verification (Name & Date):

20. The project applicant shall post a faithful performance bond for the future installation of a traffic signal at Lake Center and MacArthur Boulevard. This intersection shall be monitored as the project is constructed for satisfaction of signal warrant requirements and the signal shall be installed as warranted.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Written evidence provided by applicant

Responsible Parties: Sr. Plan Check Engineer, Building Division
& Manager, Engineer Services
Verification (Name & Date):

21. The project applicant shall pay the City of Santa Ana transportation system improvement fees which contribute funding towards needed areawide transportation improvements.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Written evidence provided by applicant & City Manager's Office

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

22. The project applicant shall provide plans for and install a bus stop shelter at the existing bus stop location at Susan Street/Sunflower Avenue in accordance with Orange County Transit District standards. Said plans shall be reviewed and approved by the City of Santa Ana and OCTD prior to issuance of building permits.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Written evidence provided by applicant & OCTD

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineering Services

Verification (Name & Date):

23. The project applicant shall implement the proposed Transportation Demand Management (TDM) Plan for the new development proposed within the Lake Center specific development area. The TDM Plan shall be administered by an onsite coordinator who shall be the responsibility of the property owner.

Timing of Implementation/Verification: Ongoing during life of project

Method of Verification: Written evidence provided by applicant on an annual basis

Responsible Parties: Manager, Engineering Services & Manager, Planning Department

Verification (Name & Date):

24. Lighting plans prepared by the project applicant shall be revised and approved by the City of Santa Ana prior to building permit issuance to ensure that pedestrian access routes to the bus stop at Sunflower and Susan are adequately illuminated.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Plan check and field inspection

Responsible Parties: Manager, Engineering Services & Sr. Plan
Check Engineer, Building Division

Verification (Name & Date):

25. A stop sign shall be installed by the project applicant at all driveway locations to control outbound traffic flows. The City of Santa Ana Public Works Department shall review and approve placement of stop signs prior to issuance of building permits.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and field
inspection

Responsible Parties: Manager, Engineering Services & Sr. Plan
Check Engineer, Building Division

Verification (Name & Date):

26. Landscape plantings and signs shall be limited by the project applicant to 36 inches in height within 25 feet of project driveways to ensure good visibility. The City of Santa Ana Planning Department shall review and approve landscape plans prior to issuance of grading permits.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Landscape plans check and field inspection

Responsible Parties: Manager, Engineering Services & Sr. Plan
Check Engineer, Building Division

Verification (Name & Date):

DRAFT (August 7, 1990)

27. To ensure smooth traffic operations for vehicles entering and exiting the site, a striped median shall be provided by the project applicant on Susan Street. The City of Santa Ana Public Works Department shall review and approve onsite roadway improvements prior to issuance of building permits.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Manager, Engineering Services & Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

AIR QUALITY

28. The applicant shall implement fugitive dust suppression measures in accordance with South Coast Air Quality Management District's Rule 403. Implementation of these measures shall be monitored and reported to the City of Santa Ana.

Timing of Implementation/Verification: Prior to grading permit issuance

Method of Verification: Grading plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

29. Prior to the issuance of building permits for any new industrial uses, the applicant shall provide evidence to the City of Santa Ana demonstrating compliance with all SCAQMD Regulations, including Regulation XIII, New Source Review, as applicable.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Written evidence provided by applicant

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

PUBLIC SERVICES, UTILITIES AND ENERGY CONSUMPTION

Polices Services

30. Lighting of the project site shall comply with the Santa Ana Security Ordinance. Lighting plans shall be reviewed and approved by the City of Santa Ana prior to issuance of building permits.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

31. Requirements for private security systems shall be determined by the City of Santa Ana Building Department prior to issuance of occupancy permits, and shall be installed by the project applicant accordingly.

Timing of Implementation/Verification: Prior to issuance of certificates of occupancy

Method of Verification: Architectural plans check and final inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

Fire Protection Services

32. The project applicant shall pay an area fee to the city based on an area fee allotment formula for acquisition of fire department personnel and equipment.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Written verification from City Manager's office

Responsible Parties: Sr. Plan Check Engineer, Building Division & Fire Department

Verification (Name & Date):

33. As determined by the City of Santa Ana, the project applicant shall provide funds to hire an additional Fire Safety Analyst for that period of time from initial plan submittal to approval of final tenant improvement plan, or provide an independent fire plan check company (approved by the Santa Ana Fire Department) to do the fire plan check for this project.

Timing of Implementation/Verification: Prior to tentative tract map submittal

Method of Verification: Written verification from City Manager's office

Responsible Parties: Sr. Plan Check Engineer, Building Division & Fire Department, Plan Review Manager

Verification (Name & Date):

34. As determined by the City of Santa Ana, the project applicant shall provide funds to hire an additional Fire Safety Specialist II for that period of time from laying of foundations to the Certificate of Occupancy for the final tenant improvement plan.

Timing of Implementation/Verification: Prior to final tract map submittal

Method of Verification: Written verification from City Manager's office

Responsible Parties: Sr. Plan Check Engineer, Building Division & Fire Department, Plan Review Manager

Verification (Name & Date):

35. Prior to building permit issuance, the City of Santa Ana shall require that the project plans include built-in fire protection in individual buildings when circulated fire flow exceeds 3,500 gallons per minute.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Building plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Fire Department, Plan Review Manager

Verification (Name & Date):

36. Prior to building permit issuance landscape plans shall be reviewed and approved by the City of Santa Ana to confirm that landscaping materials include fire-retardant plant species.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Landscape plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division
& Fire Department, Plan Review Manager

Verification (Name & Date):

37. Prior to building permit issuance, the City of Santa Ana shall require that the project plans include use of fire-retardant building materials.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Architectural plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division
& Fire Department, Plan Review Manager

Verification (Name & Date):

Utilities

38. Reinforcement of onsite telephone facilities shall be implemented by the project applicant. Onsite telephone facilities intended for acceptance by Pacific Bell shall be built to Pacific Bell specifications.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and written verification from Pacific Bell

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

39. Prior to building permit issuance, the project applicant shall consult with Southern California Edison (SCE) and Southern California Gas (SCG) representatives to ensure the proposed project design is compatible with existing electrical and natural gas services, respectively, and to reduce impacts of possible short-term outages to existing customers during construction.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and written verification from Southern California Edison and Southern California Gas

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

40. Prior to issuance of building permits, the City of Santa Ana shall determine through plan reviews that installation by the project applicant of needed onsite electrical and natural gas systems to serve the project shall be coordinated with installation of other utilities.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

41. Prior to issuance of building permits, the City of Santa Ana shall determine through plan reviews that all buildings constructed by the project applicant within the project site shall adhere to the State Title 24 energy standards, which set forth energy conservation requirements.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Building and architectural plan checks and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

42. Prior to issuance of building permits, the City of Santa Ana shall determine through plan reviews that all appliances to be installed by the project applicant within the project site shall be energy efficient in accordance with the California Administrative Code, Title 20, Chapter 2, Subchapter 4, Article 4.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Building and architectural plan checks and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

43. The project applicant shall consult with SCE and SCG concerning energy conservation programs that could be incorporated into the project during construction.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Written verification from Southern California Edison & Southern California Gas

Responsible Parties: Sr. Plan Check Engineer, Building Division

Verification (Name & Date):

44. Prior to building permit issuance, plans for private onsite water supply facilities to serve the project (fire hydrants and water lines) shall be reviewed and approved by the City of Santa Ana Public Works Department, and shall be installed subsequently by the project applicant.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

45. Prior to building permit issuance, the City of Santa Ana Public Works Department shall determine that water conservation measures are incorporated into the site design in accordance with applicable state and city statutes and policies, including the use of low-flush toilets, low-flow faucets, self-closing valves on drinking fountains, water pressure-reducing valves, low-water-using plants in landscaping, and efficient landscape irrigation systems that minimize runoff and evaporation and maximize water reaching plant roots.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Landscape plan check and building (plumbing) plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

46. Prior to building permit issuance, onsite wastewater collection facilities needed to serve the project shall be reviewed and approved by the City of Santa Ana Public Works Department and shall be installed by the project applicant.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Improvements plan check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

47. Prior to building permit issuance, site plans shall be reviewed by the City of Santa Ana Public Works Department to verify that adequate space is provided onsite for recycling receptacles.

Timing of Implementation/Verification: Prior to building permit issuance

Method of Verification: Building plans check and field inspection

Responsible Parties: Sr. Plan Check Engineer, Building Division & Manager, Engineer Services

Verification (Name & Date):

ATTACHMENT B
MITIGATION MONITORING PLAN
SAMPLE COMPLIANCE VERIFICATION FORM

Mitigation Measure: # _____ Impact Issue: _____ (Earth, Water, Traffic, etc.)

Location: _____ Onsite _____ Offsite _____ Administrative

Project Phase: _____ Design _____ Construction _____ Operation

Description of Activity/Method of Implementation:

- Disposition: _____ Mitigation measure for the above-noted project phase implemented. No further action is required.
- _____ Mitigation measure for the above-noted project phase is not fully implemented. Further action required. (Please explain below)
- _____ The mitigation measure for the above-noted project phase is not in compliance. Further action required. (Please explain below)

Comments/Revisions:

Completed by: Name: _____ Approved by: Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

ORDINANCE NO. NS-2684

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SANTA ANA AMENDING SPECIFIC
DEVELOPMENT NO. 58 (SD-58) (ZOA NO. 2005-01)

THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES ORDAIN AS
FOLLOWS:

Section 1. The City Council of the City of Santa Ana does hereby find,
determine and declare as follows:


- A. Zoning Ordinance Amendment No. 2005-01 has been filed with the City of Santa Ana to amend the Specific Development No. 58 (SD-58) to modify the SD-58 standards to conditionally permit private recreational field and trade schools within the boundaries of the Lake Center project.
- B. On October 15, 1990, the City Council created Specific Development No. 58 (NS-2089).
- C. The Planning Commission of the City of Santa Ana held a duly noticed public hearing on April 11, 2005, and unanimous voted to recommend that the City Council:
 1. Adopt an ordinance approving Zoning Ordinance Amendment No. 2005-01.
 2. Adopt a resolution approving Conditional Use Permit No. 2005-05 as conditioned.
 3. Adopt a resolution approving Conditional Use Permit No. 2005-06 as conditioned.
 4. Adopt a resolution approving Conditional Use Permit No. 2005-07 as conditioned.
- D. On May 2, 2005 the City Council of the City of Santa Ana held a duly noticed public hearing on Zoning Ordinance Amendment No. 2005-01, Conditional Use Permit No. 2005-05, Conditional Use Permit No. 2005-06, and Conditional Use Permit No. 2005-07. On May 2, 2005 the public hearing was closed and the City Council continued the project to July 5, 2005.
- E. Zoning Ordinance Amendment No. 2005-01 is consistent with the General Plan, including but not limited to its goals and policies to:
 1. Encourage the location of commercial centers at arterial roadway intersections in commercial districts. (Policy 1.9)
 2. Promote rehabilitation of commercial properties, and encourage increased levels of capital investment. (Policy 2.7)

3. Support new development which is harmonious in scale and character with existing development in the area. (Policy 2.9)
- F. Zoning Ordinance Amendment No. 2005-01 is 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.
- G. This project was reviewed in accordance with the Guidelines for the California Environmental Quality Act. The recommendation is exempt from further review pursuant to Section 15332. This Class 32 exemption allows in-fill developments on properties of less than five acres that meet applicable General Plan and zoning regulations. Categorical Exemption Environmental Review No. 2004-156 will be filed for this project.

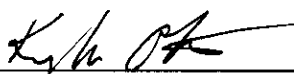
Section 2. Specific Development No. 58 (SD-58) is hereby amended as set forth in Exhibit "A", attached hereto and incorporated as though fully set forth herein.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Santa Ana hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

ADOPTED this 18th day of July, 2005.


Miguel A. Pulido
Mayor

APPROVED AS TO FORM:
Joseph W. Fletcher
City Attorney

By: 

Kylee O. Otto
Assistant City Attorney

AYES: Councilmembers: Alvarez, Bist, Bustamante, Christy, Garcia, Pulido
Solorio (7)

NOES: Councilmembers: None (0)

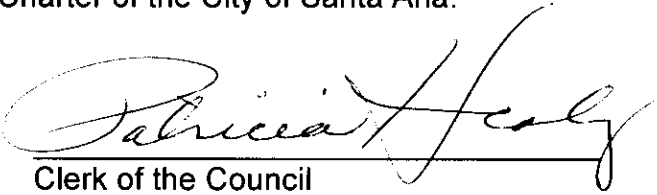
ABSENT: Councilmembers: None (0)

ABSTAIN: Councilmembers: None (0)

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, PATRICIA E. HEALY, Clerk of the Council, do hereby attest to and certify the attached Ordinance No. NS-2684 to be the original ordinance adopted by the City Council of the City of Santa Ana on July 18, 2005 and that said ordinance was published in accordance with the Charter of the City of Santa Ana.

Date: 7/27/05


Clerk of the Council
City of Santa Ana

SPECIFIC DEVELOPMENT PLAN NO. 58

SECTION 1 – 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.

SECTION 2 – PURPOSE

The Specific Development Plan Number 58 (SD-58), 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 encouraging orderly development.

Lake Center Specific Development Plan SD-58 sets forth the development and design criteria for a development consisting of approximately 33 acres. The purpose of this Specific Development Plan is to permit flexibility in site planning and design in response to market conditions while assuring high quality development.

Specific Development Plan Number SD-58 specifically establishes for the property the following:

- The permitted uses;
- Maximum authorized development densities;
- Anticipated phasing of on-site development;
- Signage provisions; and
- Development standards for authorized uses, including building height limits, required setbacks, parking requirements, landscaping provisions and enforcement policies.

The EIR sets forth certain required mitigation measures, specified on Exhibit I, attached, which are hereby incorporated as part of this Specific Development Plan No. 58.

Objectives

The objectives of the Lake Center Specific Development Plan include the provision of the following:

1. Landscaping that is appropriate to the level of development and sensitive to the surrounding community;
2. A visually harmonious development as viewed both internally and externally;
3. A circulation system that is responsive to the needs of both vehicular and pedestrian travel, particularly pedestrian safety across major arterials serving the subject site;
4. Development that is exclusive of noxious fumes, toxic or hazardous materials;
5. Flexibility in development in response to market conditions while achieving overall City community goals;
6. Creation of new employment opportunities;
7. An integrated sign program that visually enhances the development and is harmonious with the adjacent environs.

SECTION 3 – USES PERMITTED

Professional and Business Offices

1. General offices providing personal and professional services including, without limit, employment agencies, medical insurance, real estate, travel, trade contractors, architects, engineers, finance, research and development, wherein high technology office use is coupled with minor assembly and/or research, and other similar uses.

Commercial/Retail Uses

1. Commercial/retail uses including, but not limited to: service commercial uses such as daycare centers, banks and other financial institutions, delicatessens, food stores, newsstands, automobile support facilities providing services only within the parking structures such as auto detailing, health and exercise centers and other similar uses, office and computer equipment, copy centers and other similar uses, office and computer equipment, copy centers, postal centers, day care and other similar uses.

2. Restaurants, retail commercial, travel services, and other commercial uses incidental/accessing to office uses.

Uses permitted subject to conditional use permit:

1. Trade and professional schools.
2. Private recreational fields.

SECTION 4 – MAXIMUM PERMITTED BUILDING DENSITY/INTENSITY

The maximum authorized building densities/intensities for the Lake Center are as follows:

1. 400,890 square feet of existing and approved office and support commercial uses consistent with the site Master Plan.
2. 569,230 square feet of additional floor area. Parking structures and appurtenant uses are not included in the calculation of floor area. Figure 1 illustrates the locations of existing and proposed Master Plan of buildings.

SECTION 5 – PHASING

PHASE	<u>GROSS FLOOR AREA (SQ. FT.)</u>	YEAR
1. Building #1	49,040	1990
2. Building #12	56,000	1990-1991
3. Building #11	104,190	1992
4. Building #17	40,000	1992
5. Building #10	160,000	1993
6. Building #9	160,000	1994-1995

Year of development, building size and configuration are predicated on market conditions at the time of construction and are subject to change as market conditions change or as tenants become available.

SECTION 6 – SIGNAGE

All future on-site signs shall conform to Article XI, Subsections 41-850 through 41-1099 of the Santa Ana Zoning Code, in effect at the time of adoption of this ordinance. On-site signs shall also be consistent with an approved sign program to be

on file with the Santa Ana Planning Division.

SECTION 7 – DEVELOPMENT STANDARDS

Professional and Business Offices/Commercial/Retail

1. **Building Heights.** All future on-site uses will be subject to a height limitation of 200 feet above ground level, which is defined as a measurement from the elevation of the top slab of the first floor on-grade to the top of the structure.
2. **Setbacks.** A minimum of 15 feet setback shall be provided between proposed on-site uses and right-of-way boundaries for the following streets: Lake Center Drive, Susan Street, Sunflower Avenue and MacArthur. A minimum ten-foot setback will be provided for uses adjacent to internal roadways.
3. **Building Separations.** Minimum building separation shall be governed by Uniform Building Code requirements, except for parking structures which are not required to be separated from structures on separate parcels, and except for walkway covers, connecting pedestrian access and atrium connections between buildings.
4. **Site Coverage.** All building setbacks as described in 2 above. Building setbacks shall be maintained for site coverage. Site coverage for individual parcels or tracts shall be consistent with the approved precise plan, provided that the setbacks described above are maintained.
5. **Parking.** Parking within the Lake Center Specific Development will be designed to take advantage of the urban setting and balance of uses. This is represented by the mixture of similar land uses located within close proximity to transportation facilities. It is the intent of the applicant to provide parking facilities in the form of both surface parking, parking structures above and, possibly, below grade. The parking structures design shall be compatible with the surrounding land uses.

The site currently has 508 surface parking spaces and 861 spaces in parking structures. Future on-site buildings will be served by a mix of surface and structure parking (approximately 1,684 parking spaces in parking structures and 289 surface spaces). Future spaces will be provided on a phase-by-phase basis consistent with projected demand coinciding with the construction of the proposed buildings. At build out, projected total parking is anticipated to be 3,342 spaces in a combination of surface and structured parking.

- a. Location of Parking. Required off-street parking shall be provided. When parking is provided on a site of different ownership, a recorded document shall be approved and filed with the City of Santa Ana, Planning Division, and signed by the owners of the parking site, stipulating to the reservation of use of the site for said parking.
- b. Joint Use of Parking. Two or more office or commercial uses may jointly develop and utilize required parking facilities if approved by the Planning Division. Parking requirements for each individual use may be reduced through City of Santa Ana (i.e. no compact stalls) as of the date of adoption with regard to surfacing, marking, grading, lighting, walls, circulation, parking dimensions, and layout. Landscaping requirements will be in accordance with this Specific Development Plan.
- c. Off-Street Parking Plan/Site Plan. A parking plan will be submitted for all projects requiring more than ten parking spaces, unless off-street parking facilities are already provided.

The required number of off-street spaces may be reduced commensurate with the specific type of use and demonstrated hourly parking demand upon approval by the Zoning Administrator. For off-street parking plan areas which contain 500 or more parking spaces, a twenty (20) percent reduction may be permitted for required off-street parking, subject to approval by the Zoning Administrator. This percentage is based upon representative factors for land use as provided by the Urban Land institute's (ULI) shared parking study.

The required number of off-street spaces provided may be further modified contingent upon implementation of a transportation demand management plan for Lake Center, and based upon the results of a verified transportation study, subject to approval by the Planning Division.

- d. Number of Required Off-Street Spaces. The minimum number of off-street parking spaces to be provided within the project area are as follows:

Medical and Dental. Six spaces for each doctor or one space for each 200 square feet of gross floor area, whichever is greater.

Professional and Business Offices. One space for each 333 1/3 square feet of gross floor area.

Restaurants. Restaurant parking shall be in accordance with the following:

Restaurants shall provide one parking space per 100 gross square feet of floor area.

Outdoor dining areas may be reduced to provide one space per 200 square feet of gross floor area.

Parking requirements may be waived for restaurants which primarily serve an on-site building or can be demonstrated to serve on-site users who will not drive to the site.

Commercial. One (1) space for each 200 square feet of gross floor area for any freestanding commercial space larger than 3,000 square feet. Parking requirements shall be waived for commercial and service uses which primarily serve an on-site building, or can be demonstrated to serve on-site users who will not drive to the site.

Trade and professional schools. One space for each 40 square feet of classroom area, plus one space for each 333 square feet of office floor area. A passenger loading and unloading zone shall be provided for each building used for instructional purposes.

6. Landscaping Standards. All areas not used for buildings, parking or storage shall be landscaped using the following guidelines. All landscaped areas shall be irrigated using an automatic irrigation system. The project shall provide landscaping, consistent with the existing landscape theme and existing improvements on-site. Plazas and courtyards shall provide a minimum of 30 percent of the area dedicated to such amenity in landscaping.

The design guidelines outlined herein form an integral element in achieving distinctive development character for the project area. As phases are implemented, landscape plans shall be approved which are consistent with and implement these concepts, and are consistent with existing improvements established by a Master Plan on file with the City Planning Division. Detailed landscaping plans shall be submitted to and be approved by the City of Santa Ana Planning Division prior to issuance of a building permit and installed prior to issuance of a certificate of Use and Occupancy.

- a. Setback Areas. To create a unifying element surrounding the project area, a landscaped edge will be maintained adjacent to Lake Center Drive, Susan Street, Sunflower Avenue, MacArthur Boulevard, and interior streets. This edge will contain formal tree plants with turf below.
- b. Side and Rear Yard Setback Area. All building setback areas shall be landscaped utilizing ground cover, lawn, and/or shrub and tree materials consistent with existing improvements.
- c. Parking Area. In all areas where there is surface parking, the following standards shall apply:

Setback – The width of the landscaped edge adjacent to parking areas shall be a minimum of ten feet from the interior rear and interior side yard property lines.

Trees – A landscape planter, not less than five feet by five feet, including the thickness of the raised curb, shall be required consistent with existing improvements, at a ratio of one planter for each four parking spaces. For every ten parking spaces; each planter will require one 15-gallon size tree, 8 five-gallon size shrubs and ground cover to serve as filler materials. Other organic or inorganic materials are not accepted for substitution for ground cover or turf.

7. Enforcement. The penal provisions and permit requirements set forth in Article VIII of the Santa Ana Municipal Code (effective as of the date of adoption of this Specific Development Plan) shall apply to all development within the Lake Center Specific Development Plan.

SECTION 8 – OPERATIONAL STANDARDS

1. Conditions Covenants and Restrictions (CC&R's) shall be provided which requires 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.
2. 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 to provide the opportunity to apply conditions to ensure compliance.
3. Prior to issuance of a Building Permit, dedicate curb returns and ultimate street right-of-ways on Lake Center Drive and Susan Street per the approved site plan.
4. Prior to issuance of a Utility Release, complete the following:

- a. Comply with all mitigation measures applicable to the approved Site Plan and as set forth in the Draft EIR, and as modified in the response to comments portion of the EIR.
- b. Comply with the requirements of the Development Agreement.