

Recording Requested By:
The City of Murrieta

And When Recorded Return To:
City Clerk
City of Murrieta
1 Town Square
Murrieta, CA 92562

EXEMPT FROM FILING FEES
PER GOVERNMENT CODE 6103

Space above this line for Recorder’s use only.

BILLBOARD RECONSTRUCTION AGREEMENT

THIS BILLBOARD RECONSTRUCTION AGREEMENT (“the Agreement”) is entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between the City of Murrieta, a public body, corporate and politic (“City”), and Domenigoni Barton Properties, LLC, a Delaware limited liability company, and Tres Estrellas, LLC, a California limited liability company hereinafter designated and collectively called (“Developer”). Hereafter City and Developer are sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on September 16, 2025, the City Council for the City adopted Ordinance No. 623-25 approving a Development Agreement with Developer for the development of a regional commercial center known as The Shops at The Triangle (the “Project” or "Developer's Property"); and,

WHEREAS, City and Developer executed the Development Agreement on September 18, 2025, which was recorded on October 30, 2025 as Instrument No. 2025-0335757 of the Official Records of the County of Riverside California; and,

WHEREAS, there currently exists on Developer’s Property two (2) legal non-conforming billboard advertising structures within the city limits of City (each an “Existing Billboard” and collectively the “Existing Billboards”); and,

WHEREAS, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, *et. seq.* (in particular Bus. & Prof. Code Section 5412), encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications; and,

WHEREAS, the City has entered into a relocation agreement with Lamar Outdoor Advertising ("Lamar") for the demolition of the Billboards with the ability to reconstruct new billboards at other locations outside of the Developer’s Property; and,

WHEREAS, Section 5 of the Development Agreement provides that Developer may apply for billboard relocation agreement pursuant to Title 16 of the Murrieta Municipal Code; and,

WHEREAS, the two Billboards contemplated for removal and relocation under the Development Agreement are already the subject of another Development Agreement and Relocation Agreement with Lamar Outdoor Advertising with relocation of such Billboards to a location that is not on Developer's Property; and,

WHEREAS, the Parties intend hereby to provide for reconstruction of two new Billboards on the Developer's Property to satisfy the intent of the Development Agreement while ensuring the timely removal of the Existing Billboards; and,

WHEREAS, upon removal of the Existing Billboards the City is willing to authorize the construction of two New Billboards on the Developer's Property under the conditions set forth herein; and,

WHEREAS, the City and Developer now wish to enter into this Agreement to memorialize the terms and conditions upon which Developer will have the right to reconstruct two New Billboards.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Term of Agreement. Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

2. Existing Billboard Removal.

a. Permanent Removal of Existing Billboards. Prior to the issuance of any new building permit to erect the New Billboards, the two (2) Existing Billboards identified in Exhibit "A" shall be removed. In the alternative, Developer may obtain a joint building and demolition permit for the simultaneous erection of the New Billboards and Demolition of the existing Billboards, which permit shall not be finalized until all such conditions are met. The Existing Billboards are comprised of the "North Billboard" and the "South Billboard", as depicted on Exhibit "A-1" (the "Site Plan"). Modifications to the Billboard locations on the Site Plan may be approved by the City Manager or its designee. Each of the Existing Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Removal of the Existing Billboards identified in Exhibit "A" shall be in accordance with all applicable federal, state and local regulations. Developer shall, at its sole cost and expense, secure all required permits necessary to remove the Existing Billboards, including but not limited to, the City's demolition permits.

b. Timing of Removal. Developer shall remove the Existing Billboards on an ongoing basis as each New Billboard receives its necessary approvals for development. Each removal shall take place within sixty (60) days of the Effective Date of each New Billboard's Development Approvals, as described in Section 4a below, subject to such reasonable delays by Southern California Edison ("Edison") as may be required to complete the Edison pole relocations related the South Billboard outlined below. For purposes of this Section 2b, the term "Effective Date" means either: (1) the expiration of all administrative appeal periods provided for by the City Development Code and applicable to City approval of City sign permits, or (2) if an appeal is filed, the date upon which either the Planning Commission and/or City Council approval becomes final. Notwithstanding the foregoing, Developer shall not be entitled to commence construction and installation of the applicable New Billboard prior to the removal of the applicable adjacent Existing Billboard. The Parties acknowledge that the South Billboard is presently located under active electrical power lines operated by Edison. Developer has applied for the relocation of the Edison power lines and cannot complete the demolition of the South Billboard until such time as the Edison power lines are relocated or other arrangements have been made with Edison. If Developer has not obtained the Development Approvals for the New Billboards, within one (1) year of the date of this Agreement, Developer shall have no obligation to remove any of the Existing Billboards pursuant to the terms of this Agreement and the obligations of the Parties under this Agreement shall terminate and the Agreement shall be of no further force and effect.

3. Construction of New Billboards.

a. New Billboards. Upon the permanent removal of an applicable Existing Billboard, Developer shall be entitled to reconstruct one of the two (2) Billboards upon its property, more specifically described and depicted in Exhibit "B," (the "New Billboards"). Developer shall be entitled to incorporate either single or double-sided changeable message digital displays into the New Billboards at the maximum size permitted under law. The New Billboards shall be subject to the approval of a sign permit as provided in Section 4b below and development standards and conditions in Exhibit "E".

b. Findings. The City Council has found that this Agreement is in the public interest of the City and its residents. Adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the goals, objectives, purposes and provisions of the City's General Plan and the City of Murrieta Municipal Code. The proposed relocation sites are compatible with the uses and structures on the site and in the surrounding area. This Agreement is intended to achieve a number of the City's objectives including the removal of old, obsolete displays to allow for modernized displays, thereby improving the City's appearance as a whole, without expenditure of public funds, while accommodating continued investment in the City and preservation of expectations of developers and property owners and the use of outdoor advertising as an important medium of communication. The proposed New Billboards would not create a traffic or safety problem with regard to onsite access circulation or visibility, nor would they interfere with onsite parking or landscaping required by City ordinance or permit. Additionally, the proposed New Billboards conceptual designs promote the character of the City.

Finally, the City Council has found that the proposed New Billboards would not otherwise result in a threat to the general health, safety and welfare of City residents.

4. Development Approvals.

a. Developer shall, at its own expense, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Developer related to this Agreement, including, but not limited to, this Agreement and related staff reports and documents, sign permits, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") and either a final map or license agreement with the City to the extent the New Billboards are located on public property. (collectively "Development Approvals"). The City Manager is authorized to complete any required license agreement.

b. Within one hundred and twenty (120) days of the approval of this Agreement, Developer shall, at its sole cost and expense, submit sign permit application(s), with accompanying fees, to the City Planning Department for the development of the New Billboards. Developer's ability to construct and install the New Billboards is expressly conditioned upon City approval of a sign permit. The foregoing application shall include the written consent of the property owner if different from the Developer. An application for a sign permit shall be accompanied by construction drawings reflecting the design detail of the proposed billboards. Upon receipt of an application for a sign permit submitted pursuant to this Agreement, the City Development Services Director shall review the sign permit application to determine whether the design of the proposed billboard(s) is substantially similar to the conceptual designs reflected in Exhibit "C" attached hereto and incorporated herein by this reference. Developer acknowledges that, in addition to sign permits, Developer must obtain building permits from City prior to construction and installation of the New Billboards.

5. Revenue Sharing. The City acknowledges that five percent (5%) of the gross revenue of each applicable New Billboard shall be allocated to the maintenance expenses, graffiti removal and security costs associated with the applicable New Billboard (the "Maintenance Costs"). As material consideration for City allowing Developer to construct and operate the New Billboards, Developer shall pay the City an annual fee (the "Annual Fee") commencing fifteen (15) years from the date the each applicable New Billboard generates revenue (the "Revenue Commencement Date") in the amounts set forth below. The Developer and the City shall execute a Memorandum of Revenue Commencement in the form of Exhibit "D" which will confirm Revenue Commencement Date (the "Memorandum of Revenue Commencement").

A. If a Certificate of Occupancy for a Commercial use at the Project site has been issued within fifteen (15) years from the Revenue Commencement Date, the Developer shall pay to the City a sum equal to twenty-five percent (25%) of the annual gross Advertising Revenue less Maintenance Costs generated by each of the New Billboards (the "Net Advertising Revenue")

B. If a Certificate of Occupancy for a Commercial use at the Project site has **not** been issued as of fifteen (15) years from the Revenue Commencement Date, the Developer shall pay to the City a sum equal to thirty percent (30%) of the annual gross Advertising Revenue less Maintenance Costs generated by each of the New Billboards.

Notwithstanding any other provision to the contrary contained herein, the payment of the Annual Fee shall pause (“Tolling Period”) upon the issuance of the first Certificate of Occupancy for a single Class A, large box retailer of at least 150,000 total square feet with not less than 75,000 sq ft of retail floor space that is dedicated to in-store retail sales of general merchandise directly to the public (“Class A Retailer). Class A retail tenants are defined as national brand, large size, high-credit tenants that drive traffic to high volume retail centers. In the event the last of any Class A Retailer tenant discontinues its use at the Project, the following shall occur:

A. The Annual Fee shall resume effective upon and prorated back to the date of such discontinued use.

B. The Annual Fee shall once again pause upon issuance of a Certificate of Occupancy for a new Class A Retailer starting a new Tolling Period.

C. If Developer provides City with a bona fide letter of intent from another Class A Retailer of its proposed use at the Project, the Annual Fee shall once again pause for a commercially reasonable period of time for construction, remodeling, to remediate damage or destruction, or resulting from force majeure events (such as a pandemic) starting a new Tolling Period. Such pause pursuant to this Subsection C shall not exceed a period of three (3) years, after which the payment of the Annual Fee shall resume.

D. The tolling of any payment of the Annual Fee pursuant to Subsections A-C, above, is intended solely to toll the payment of the Annual Fee during the Tolling Period and shall not relieve Developer of paying the Annual fee for the full and complete fifteen (15) year period contemplated above.

At City’s sole option and solely pursuant a subsequent Memorandum of Understanding between the parties, City may request that its share of such revenue be offset or diverted to incentivize specific uses within the Project.

6. Public Service Messages. As further consideration for the City’s Agreement to allow Developer to develop the New Billboards, City shall be entitled to use of advertising space on the Signs on an “as available” basis; provided, however, that messages placed by City on the Signs must be limited to non-profit, public service messages (hereinafter “Public Service Messages”). The parties acknowledge that the Developer may utilize any available advertising for on site tenants and goods and services prior to making any excess advertising available for Public Service Messages. The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. The value of the Public Service Messages is estimated to be \$200,000 annually.

For all Public Service Messages, City shall be responsible for providing Developer with the advertising copy. Developer shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message, and shall have 48 hours after receipt and approval of advertising copy to display the Public Service Message, subject to the availability restrictions and presold advertising commitments.

7. Developer's Advertising Policy. The Parties acknowledge that public advertising is an important form of public communication. City desires to preserve this type of communication while preserving the character of the community and prevent exposure of its residents to advertising which City's residents might find offensive. Accordingly, Developer shall be prohibited from displaying such offensive advertising material as set forth in Exhibit "E" and including, but not limited to, advertising for adult businesses, cabarets, strip clubs, lingerie, alcohol (except beer and wine), tobacco products and cannabis products of any kind including CBD products.

8. Indemnity. Developer, as a material part of the consideration to be rendered to City under this Agreement, shall indemnify City, its agents and employees and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use and maintenance of the New Billboards by Developer, its officers, agents and employees (collectively "Developer Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of Developer to keep such billboards in good condition and repair, (b) the negligent acts or omissions of Developer hereunder, or (c) Developer's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

- a. Developer shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Developer shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Developer shall save and hold City and City Parties harmless therefrom; and
- c. In the event City Parties are made a party to any action or proceeding filed or prosecuted against Developer Parties for such Indemnified Claims and Liabilities, Developer shall pay to City any and all costs and expenses incurred by City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Developer and City further acknowledge that Developer shall not indemnify City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of City Parties.

9. General Provisions.

a. Assignment. Developer may only assign or otherwise transfer this Agreement to any other person, firm, or entity upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and upon receipt of the City's written approval of such assignment or transfer by the City Manager, which approval shall not be unreasonably withheld or delayed; provided, however, that Developer may, from time to time and one or more times, assign this Agreement without the City's consent or approval, but with notice to the City to (a) as long as Developer, or entities owned or controlled by it, retain a controlling interest in this Agreement or have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees, (b) any entity purchasing the adjacent development, (c) as part of a merger or transaction involving Developer. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred. Notwithstanding the foregoing, this Agreement shall not (a) restrict, limit or otherwise prohibit the Developer's right to finance or borrow funds secured by the New Billboards, (b) the Developer's ability to grant a security interest in the New Billboards, or (c) the Developer's right to otherwise assign this Agreement as security for financing the New Billboards or any other Developer owned real property.

b. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Developer:

Domenigoni Barton Properties, LLC
31851 Winchester Road
Winchester, CA 92596
Attn: Andy Domenigoni, Manager

If to the City:

City of Murrieta
Attn: Development Services Director
1 Town Square
Murrieta, CA 92562

With a Copy to:

Tres Estrellas, LLC
618 W. Baseline Road
Claremont, CA 91711
Attn: Saul Jaffe

With a Copy to:

City of Murrieta
Attn: City Manager
1 Town Square
Murrieta, CA 92562

With a Copy to:

Claremont Law Group, Inc.
618 W. Baseline Road

With a Copy to:

Aleshire & Wynder, LLP
Attn: Tiffany J. Israel

Claremont, CA 91711
Attn: Saul Jaffe

1 Park Plaza
Suite 1000
Irvine, CA 92614

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to bind each respective Party.

e. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

f. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

g. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

h. Covenants. All references herein to Developer shall include not only Developer, but also any of Developer's successors in interest. It is acknowledged that the provisions of this Agreement constitute covenants for the improvement of real property. These covenants shall be considered to affect rights in Developer's Property, and shall be binding on the heirs, assigns, successors, and grantees of Owner to said real property.

i. Miscellaneous. This Agreement embodies the entire agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

j. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

ATTEST:

By: _____
City Clerk

“CITY”:

CITY OF MURRIETA

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

“DEVELOPER”

Domenigoni Barton Properties, LLC,
a Delaware limited liability company

By: _____

Name: Andy Domenigoni

Title: Manager

Tres Estrellas, LLC,
a California limited liability company

By: _____

Name: Saul Jaffe

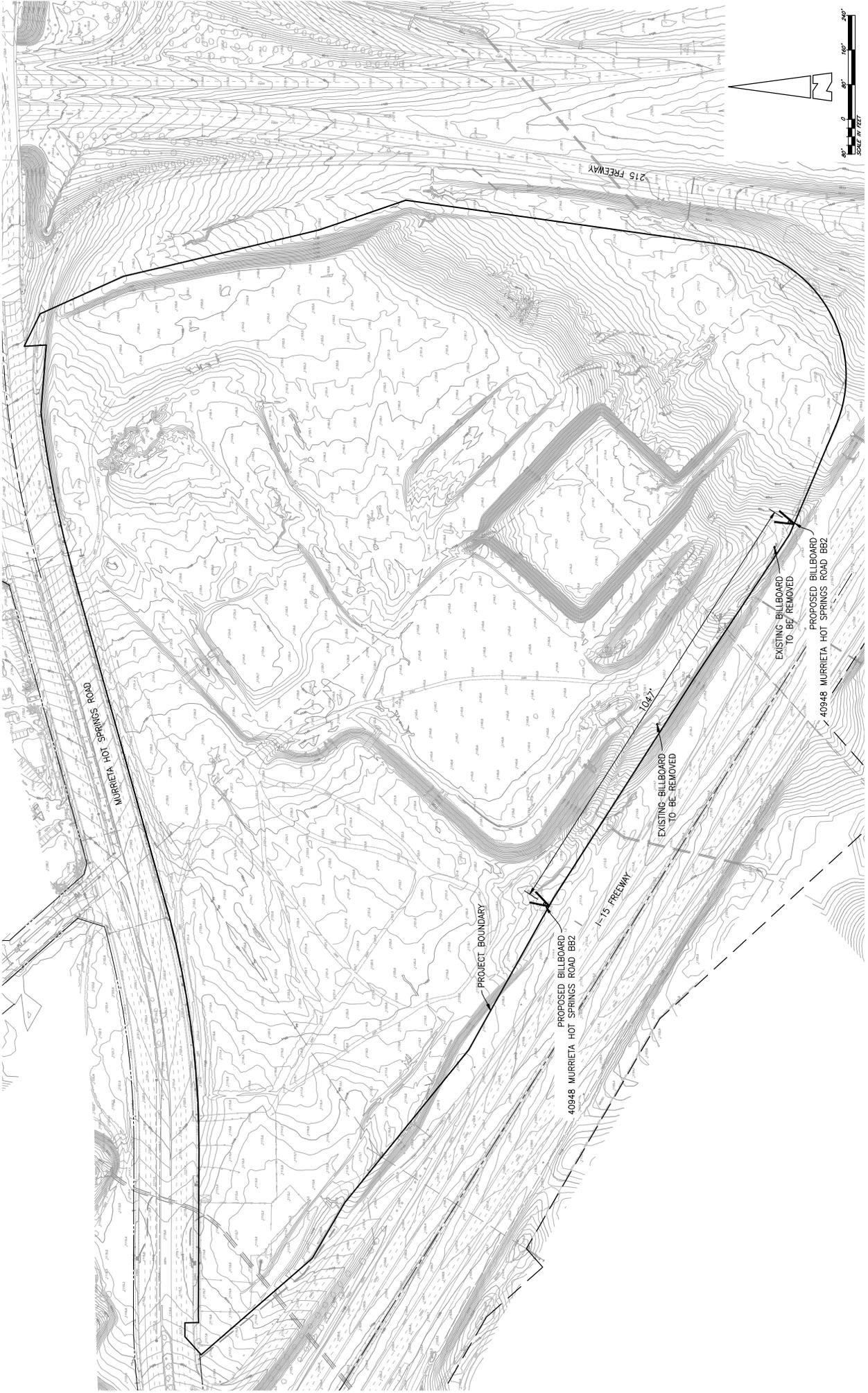
Title: Manager

EXHIBIT "A"
Removed Billboards

Sign No.	Board Lease No.	Display Nos.	Max Face Dimensions	Location
1	54 Adams	2	Max allowable by law	See Site Plan Attached as Exhibit A-1 (located on Lot A of PM 28280) (North)
2	55 Adams	2	Max allowable by law	See Site Plan Attached as Exhibit A-1 (located on Lot A of PM 28280) (South)

EXHIBIT "A-1"
SITE PLAN

THE TRIANGLE PROJECT SITE BILLBOARD EXHIBIT A-1



REVISED: 02.25.2026

1/18/2026 11:41 AM C:\Users\jch\Documents\Triangle Billboard Site Exhibit\02/25/2026 08:23

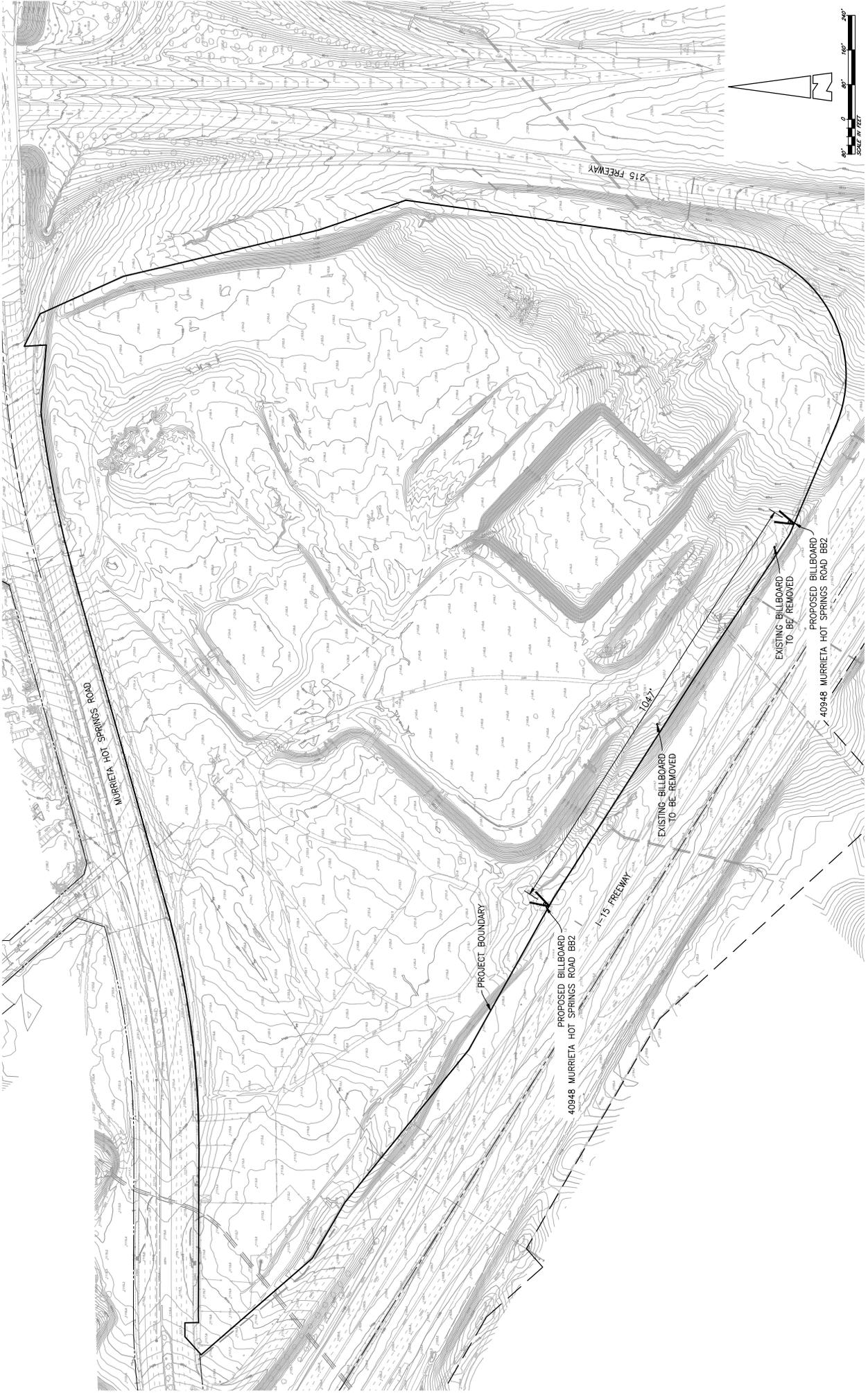
EXHIBIT "B"
New Billboards

No.	Location & APN
1.	(North Billboard) See Exhibit B-1
2.	(South Billboard) See Exhibit B-1

EXHIBIT “B-1”

See Billboard (2) sites on attached Site Plan

THE TRIANGLE PROJECT SITE BILLBOARD EXHIBIT B-1



REVISED: 02.25.2026

EXHIBIT “C”
Conceptual Billboard Designs
(See Attached)

EXHIBIT "D"

Memorandum of Revenue Commencement

THIS Memorandum of Revenue Commencement (this "Memorandum") is executed as of this ____ day of _____, 20__ by **The City of Murrieta** ("City") and **Domenigoni Barton Properties, LLC**, a Delaware limited liability company and **Tres Estrellas, LLC**, a California limited liability company (collectively "Developer"), with respect to that certain Billboard Reconstruction Agreement as the same may have been dated ____ 2026, as amended (the "Billboard Reconstruction Agreement").

The City and Developer agree as follows:

1. All initially capitalized terms used herein shall have the meanings set forth for such terms in the Billboard Reconstruction Agreement.
2. The Revenue Commencement Date occurred on _____.
3. The Billboard Reconstruction Agreement is unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the City have executed this Memorandum as of the date first set forth above.

LANDLORD:
Domenigoni Barton Properties, LLC,
a Delaware limited liability company

CITY:
City Of Murrieta

By: _____

By: _____

Name: Andy Domenigoni

Name: _____

Title: Manager

Title: Mayor

Tres Estrellas, LLC,
a California limited liability company

Attest:

City Clerk

By: _____

Name: Saul Jaffe

Title: Manager

EXHIBIT “E”

Billboard Development Standards & Conditions

1. **Maximum Height and Display Area.** The maximum height of any New Billboard shall not exceed 60 feet and the display area shall not exceed 672 square feet with dimensions not exceeding 48 feet in width and 14 feet in height, unless the maximum area allowable by law is increased in which case the maximum display area shall be the maximum display area allowable by law.
2. **Sign Maintenance and Graffiti.** Developer shall maintain the Sign Structures and shall maintain, repair, and improve the New Billboards (also referred to as Digital Outdoor Advertising Display(s) or “DOAD(s)”) in accordance with the standards of the outdoor-advertising industry. Developer’s maintenance obligation includes the obligation to remove any graffiti from, and make any repairs to, the Sign Structures and the DOADs within 48 hours of notification. Appropriate improvements shall be installed subject to the approval of the Development Services Director to prevent access for graffiti and vandalism.
3. The technology currently being deployed for DOADs is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. Developer is authorized to change the DOADs to any other technology that operates under the maximum brightness standards set forth in Condition No. 5 (below). The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.
4. DOAD illumination is expressly permitted when operated within these standards.
 - a. DOADs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured at a point between a DOAD and the nearest residential dwelling unit using a foot candle meter.
 - b. Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change in accordance with the Outdoor Advertising Act.
 - c. DOADs shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing lighting or the varying of light intensity.
 - d. No DOAD shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways.

5. The DOAD shall be operated with systems and monitoring to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.
6. No DOAD shall simulate or imitate any directional, warning, danger or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words “stop” or “slow down.”
7. No DOAD shall exceed 4050 lumens between the hours of 10PM and sunrise unless otherwise in compliance with MMC Section 16.110-Mount Palomar Lighting.
8. Prior to the issuance of any permits, Developer shall certify to the City that it has obtained all necessary leases, recorded easements for access, utilities, maintenance, and any other documents required for Developer to construct and maintain the New Billboards.
9. Sign Face Overhang. The New Billboards shall not overhang onto State Route 15 or State Route 215, or other public rights-of-way or property lines.
10. Light and Glare. The static display side of any New Billboards shall be shielded to prevent any nuisance of light or glare intrusion onto the adjoining properties. To prevent nuisance lighting conditions, acceptable shielding methods may include commercially reasonable and industry-recognized glare mitigation technologies and operational controls, including but not limited to:
 - (i) automatic ambient light-sensing dimming systems calibrated to adjust luminance in real time based on surrounding light conditions;
 - (ii) programmable brightness controls capable of reducing nighttime luminance to comply with applicable nit and foot-candle performance limits;
 - (iii) directional LED modules or light-blocking louver technology designed to minimize light spill beyond the sign face;
 - (iv) anti-reflective or matte display surfaces to reduce specular reflection;
 - (v) software controls to prevent flashing, rapid transitions, or unintended luminance spikes.

The City may require demonstration, testing, or certification that such systems are properly calibrated and functioning to achieve compliance with the performance standards set forth herein.
11. Residential Property. Unless lighting generated by the New Billboards is shielded by electronic, physical or other protections, as determined by the City in its sole but reasonable discretion, the New Billboards shall not be illuminated between the hours of 11 pm to 5 am when located within one hundred feet (100’) of a residential dwelling unit, as

determined by the City regardless of whether the residential dwelling unit came to be later in time than the placement of the New Billboards. This restriction shall not limit or restrict illumination of accessory structures or facilities such as parking structures, parking lots, maintenance areas, recreational areas (such as a pool, exercise area storage area) which is not utilized as a residential dwelling unit).

12. Timing of Message Changes. The timing of message changes on any Billboard shall be limited to the greater of the following time limitations: (a) that allowed by the California Department of Transportation; or (b) change no more frequently than once every six seconds; and that blinking and/or moving characters shall be prohibited, except when necessary to change the message.
13. Applicable Laws and Rules. The New Billboards shall comply with all applicable requirements of state, federal, and local law, including, but not limited to, the Outdoor Advertising Act, the Murrieta Municipal Code, and The Triangle Specific Plan.
14. Director Interpretation. The Development Services Director shall have the authority to interpret and modify the standards set forth in this Exhibit to the extent that no such interpretation or modification conflicts with the City's Municipal Code, general Plan, any Specific Plan or any other Council adopted policy or standard.
15. The City of Murrieta Logo of appropriate size, as determined by the Development Services Director, shall be placed on the billboard at a height to be visible from the freeway travel lanes. The City of Murrieta Logo shall not exceed 65% of the area occupied by the Developer's Logo for the Project.