



# CITY OF MURRIETA

## Planning Commission Meeting

### Agenda Report

5/28/2025  
Agenda Item No. 3.

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: Carl Stiehl, City Planner

PREPARED BY: Eric Dunn, Deputy City Attorney

SUBJECT: Consideration of a Development Agreement for Digital Billboards at Locations Approved by Relocation Agreement

### **RECOMMENDATION**

Staff recommends the following:

1. Open the public hearing and receive public comments;
2. Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15302 and 15303 as described in this staff report and the Resolution; and,
3. Approve the attached Resolution recommending that the City Council approve the proposed Development Agreement attached as an exhibit to the Resolution. The Development Agreement will authorize the relocation or reconstruction of Billboards, subject to an approved Relocation Agreement.

### **BACKGROUND**

In 2022 the City entered into a Relocation Agreement (attached as Exhibit A) with Lamar Central Outdoor, LLC, (Lamar) for the removal of three (3) existing non-conforming static billboards. In exchange, Lamar was authorized to construct three digital billboards in new locations, among other things. Changes the City made to the Development Code (Murrieta Municipal Code (MMC) Title 16) in 2022 authorizes the use of a Development Agreement for the proposed billboard improvements (MMC Section 16.38.150).

### **ANALYSIS**

#### **Summary of Development Agreement Terms:**

As further detailed in the proposed Development Agreement, conditions negotiated and agreed to by the

Developer and City include, but are not limited to:

1. The term shall commence on the Effective Date and shall terminate on its thirty (30) year anniversary, unless extended in accordance with the terms of the Development Agreement.
2. Upon the permanent removal of three (3) Removed Billboards (as defined in the Relocation Agreement), the City will allow Developer to build three (3) digital outdoor advertising displays ("DOADs").
3. Developer will be responsible for the DOADs, including the obligation to remove graffiti from, and make any repairs to, the DOADs within 48 hours notification.
4. DOADs shall not operate at brightness levels of more than 0.3-foot candles above ambient light, as measured using a foot candle meter at a pre-set distance. Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size of 14' x 48'. 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.
5. 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.
6. 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.
7. 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.
8. 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."
9. The Developer voluntarily covenants and agrees to prohibit advertising displayed on the DOADs for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.
10. The Developer will pay the City a one-time payment of Two Hundred and Fifty Thousand Dollars (\$250,000) per DOAD, with such payment due to the City upon the commencement date of each DOAD.
11. The Developer shall further pay to the City an annual fee in the sum of the greater of One Hundred Thousand Dollars (\$100,000) each calendar year or twenty-five percent (25%) of the annual gross advertising revenue generated by each of the DOADs.

12. The Developer will also donate a City Hall Digital Monument Sign to the City as described in the Relocation Agreement.
13. The City shall be entitled to place up to one eight-second public service message per minute on each DOAD provided that space is available.
14. Sign facilities shall be in compliance with FAA and Caltrans standards.

In sum, the proposed Development Agreement establishes development standards for the three (3) billboard reconstructions consistent with the Relocation Agreement and consistent with the policies of the Murrieta Municipal Code and California Outdoor Advertising Act.

The three locations for reconstructed signs are 41001 Golden Gate Circle (57' tall), 25941 Jackson Avenue (85' tall), and 26171 Jackson Avenue (57' tall). See Attachment 2 for the vicinity map, showing the three locations.

Staff have reviewed the proposed plans and have determined that the three (3) reconstructed billboards subject to the proposed Development Agreement will not be detrimental to the surrounding areas, based on the required operating terms, including design and regulatory controls. The development and operations requirements will ensure appropriate integration in context with existing and anticipated adjacent developments and are consistent with applicable development standards.

## **ENVIRONMENTAL DETERMINATION**

The Project has been evaluated pursuant to the California Environmental Quality Act (CEQA), and it has been determined that the Agreement is exempt pursuant to CEQA Guidelines 15302 and 15303 because it will allow for the replacement or reconstruction of existing structures and the new construction or conversion of small structures. See Attachment 3 for the Notice of Exemption.

## **ATTACHMENTS**

1. Resolution  
Attachment 1: Ordinance  
Development Agreement  
Exhibit A: Relocation Agreement  
Exhibits B-D: Three billboard location plans, and renderings and legal descriptions
2. Vicinity Map
3. Notice of Exemption

## **BILLBOARD RELOCATION AGREEMENT**

**THIS BILLBOARD RELOCATION AGREEMENT** (“the Agreement”) is entered into as of this 20th day of December, 2022, ~~2023~~ (the “Effective Date”), by and between the CITY OF MURRIETA, a public body, corporate and politic (“City”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“Lamar”). Hereafter City and Lamar are sometimes referred to as “Party” or collectively as “Parties.”

### **RECITALS**

**WHEREAS**, Lamar owns and operates legal non-conforming billboard advertising structures within the city limits of City (each a “Billboard” and collectively the “Billboards”);

**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;

**WHEREAS**, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

**WHEREAS**, the City has previously approved a Relocation Agreement dated April 15, 1997, a copy of which is attached hereto as Exhibit “A”, which authorized the removal and replacement of one of Lamar’s Billboards previously owned by Outdoor Media Group, Inc. (the “Old Billboard”) for a more modernized “aesthetically pleasing” structure, which has not yet been replaced;

**WHEREAS**, the City of Temecula, in cooperation with the California Department of Transportation (Caltrans), filed a Complaint in Eminent Domain per Riverside County Superior Court Case No. CVSW2200256 to condemn the interests of the Old Billboard, which lies within the I-15/French Valley Parkway Improvements Project. Lamar and the City of Temecula entered a settlement agreement whereby the City of Temecula would expend public funds to compensate Lamar for all dismantle costs, rebuilding costs and lost rent associated with the removal of the Old Billboard;

**WHEREAS**, the City has the opportunity and ability to prevent the unnecessary expenditure of public condemnation funds for the removal of the Old Billboard by permitting Lamar to relocate it outside the parameters of the I-15/French Valley Parkway Improvements Project;

**WHEREAS**, the City wishes to prevent the unnecessary expenditure of public condemnation funds while upholding its previous commitment to modernize the Old Billboard;

**WHEREAS**, the City further desires to reduce the number of Billboards within the City thereby diminishing visual clutter and improving the aesthetic appearance of the City;

**WHEREAS**, this Agreement relates to eight (8) Billboards in the City:

- (A) the permanent removal of three (3) Billboards;
- (B) the right to construct and erect one (1) of those removed Billboards on relocated property;
- (C) the right to reconstruct three (3) Billboards in order to remove old, obsolete displays and allow for modernized displays; and
- (D) the right to relocate and reconstruct the Old Billboard, which has not been completed after it was authorized in the Relocation Agreement dated April 15, 1997.

**WHEREAS**, Section 16.38.150 of the City Municipal Code allows and encourages the relocation and reconstruction of existing Billboards upon approval of a Billboard Relocation Agreement and upon compliance with the provisions therein;

**WHEREAS**, the City and Lamar now wish to enter into this Agreement to memorialize the terms and conditions upon which Lamar will have the right to relocate and reconstruct certain of its legally existing 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. In exchange for the ability to develop the 215/Keller Billboard and Reconstructed Billboards, identified below, Lamar shall permanently remove the three (3) existing Billboards identified in Exhibit "B" (the "Removed Billboards"). Each of the Removed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Removal of the Removed Billboards identified in Exhibit B shall be in accordance with all applicable federal, state and local regulations. Lamar shall, at its sole cost and expense, secure all required permits necessary to remove the Removed Billboards, including but not limited to, the City's demolition permits.

b. Timing of Removal. Lamar shall remove the Removed Billboards on an ongoing basis as each Reconstructed Billboard receives its necessary approvals for development. Each removal shall take place within sixty (60) days of the Effective Date of each Reconstructed Billboard's Development Approvals, as described in Section 4a 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, Lamar shall not be entitled to commence construction and installation of the 215/Keller Billboard or Reconstructed Billboard(s) prior to the removal of all of the Removed Billboards. If Lamar has not obtained the Development Approvals for the Reconstructed Billboards, Lamar shall have no obligation to remove any of the Removed 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. Relocation and Reconstruction of Billboards.

a. 215/Keller Billboard. Upon the permanent removal of the Removed Billboards, Lamar shall be entitled to construct one (1) Billboard upon City-owned property located by the Interstate 215 Highway and Keller Road identified in Exhibit "C" (the "215/Keller Billboard"), the precise location of which shall be determined within the discretion of Lamar subject to City's reasonable approval for traffic safety. Lamar shall be entitled to construct the 215/Keller Billboard with a two-panel changeable message digital display. The 215/Keller Billboard shall be subject to the approval of a sign permit and Conditional Use Permit, as provided in Section 4b below, and a lease incorporating the revenue sharing provisions of Section 5 below.

Lamar acknowledges that a future freeway interchange is planned for Keller Road and Interstate 215. In the event that a regulatory authority condemns or takes any portion of the premises affecting Lamar's access, placement or the visibility of the 215/Keller Billboard, City agrees to allow Lamar to relocate the 215/Keller Billboard to another location in the same area or to an alternative location determined by the Parties at that time. City agrees that any damages relating to the 215/Keller Billboard paid for by the regulatory authority, including the costs of relocation, will be awarded to Lamar.

b. Reconstructed Billboards. Upon the permanent removal of the Removed Billboards, Lamar shall also be entitled to reconstruct three (3) existing Billboards upon private property, more specifically described and depicted in Exhibit "D," (the "Reconstructed Billboards"). Each of the Reconstructed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Lamar shall be entitled to incorporate either single or double-sided changeable message digital displays into the Reconstructed Billboards. The Reconstructed Billboards shall be subject to the approval of a sign permit and a Development Agreement as provided in Section 4b below.

c. Old Billboard. Lamar shall be entitled to reconstruct the Old Billboard, which was originally approved for reconstruction in the Relocation Agreement dated April 15, 1997 (Exhibit A), at a nearby location outside of the I-15/French Valley Parkway Improvements Project to prevent the unnecessary expenditure of public condemnation funds. The reconstructed Old Billboard shall be a double-sided static Billboard. Lamar shall obtain all the necessary sign permits required for the construction of the Old Billboard, but will not be required to obtain a Conditional

Use Permit or Development Agreement. This Agreement supersedes the April 15, 1997 Relocation Agreement in its entirety, and the 1997 Agreement shall no longer have any effect.

d. 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 reduction of visual clutter by reducing the number of overall billboards located within the City and 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 215/Keller Billboard, Reconstructed Billboards and Old Billboard 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 215/Keller Billboard, Reconstructed Billboards and Old Billboard conceptual designs promote the character of the City. Finally, the City Council has found that the proposed 215/Keller Billboard, Reconstructed Billboards and Old Billboard would not otherwise result in a threat to the general health, safety and welfare of City residents.

#### 4. Development Approvals.

a. Lamar 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 Lamar related to the Agreement, including, but not limited to, this Agreement and related staff reports and documents, sign permits, a Conditional Use Permit for the 215/Keller Billboard and Development Agreement for the Reconstructed Billboards, 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") (collectively "Development Approvals").

b. Within ninety (90) days of the approval of this Agreement, Lamar shall, at its sole cost and expense, submit sign permit application(s), a Conditional Use Permit application for the 215/Keller Billboard and Development Agreement applications for the Reconstructed Billboards, with accompanying fees, to the City Planning Department for the development of such billboards. Lamar's ability to construct and install the 215/Keller Billboard and Reconstructed Billboards are expressly conditioned upon City approval of a Conditional Use Permit or Development Agreement (as applicable), and subsequent approval of a sign permit. The foregoing applications shall include the written consent of the property owner. 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 Planning 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 “E” attached hereto and incorporated herein by this reference. Lamar acknowledges that, in addition to sign permits, Conditional Use Permit and Development Agreement, Lamar must obtain building permits from City prior to construction and installation of the 215/Keller Billboard and Reconstructed Billboards.

5. One-Time Payment and Revenue Sharing. As material consideration for City allowing Lamar to construct and operate the 215/Keller Billboard, the Reconstructed Billboards and the Old Billboard, Lamar shall pay the City a collective payment totaling One Million Dollars (\$1,000,000.00). The payment shall be made in four equal installments of Two-Hundred and Fifty Thousand Dollars (\$250,000.00). Each installment shall be paid to the City as each of the 215/Keller Billboard and the Reconstructed Billboards are fully operational (i.e., all the Billboards are not required to be operational before the first payment is due). Lamar shall also pay the City an annual fee equal to the greater of (i) One Hundred Thousand Dollars (\$100,000.00) or (ii) twenty-five percent (25%) of the annual gross advertising revenue generated by each of the 215/Keller Billboard and Reconstructed Billboards. The lease agreement and development agreement(s) negotiated between the Parties for these billboards shall provide that such revenue sharing shall constitute Lamar’s consideration under the agreements. The annual fee shall be further described in the applicable agreement.

6. City Hall Digital Monument. Lamar shall donate a City Hall Digital Monument (“Monument Sign”) with a digital display resolution pitch of 17mm or better and a display face not exceeding 250 square feet in a design as agreed upon by the Parties. Lamar shall have no duty to maintain, service, replace, repair, or otherwise care for the Monument Sign and cannot guaranty against any hardware or electrical malfunctions. City is solely responsible for the maintenance, service, replacement, repair and ultimate care of the Monument Sign.

7. Public Service Messages. As further consideration for the City’s Agreement to allow Lamar to develop the 215/Keller Billboard and Reconstructed 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 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 \$300,000 annually.

For all Public Service Messages, City shall be responsible for providing Lamar with the advertising copy. Lamar 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.

8. Lamar’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, Lamar shall be prohibited



from displaying such offensive advertising material including, but not limited to, advertising for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.

9. Indemnity. Lamar, 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 215/Keller Billboard, Reconstructed Billboards or Old Billboard by Lamar, its officers, agents and employees (collectively "Lamar Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of Lamar to keep such billboards in good condition and repair, (b) the negligent acts or omissions of Lamar hereunder, or (c) Lamar's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

- a. Lamar 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. Lamar shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Lamar 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 Lamar Parties for such Indemnified Claims and Liabilities, Lamar 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.

Lamar and City further acknowledge that Lamar 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.

#### 10. General Provisions.

a. Assignment. Lamar 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; provided, however, that Lamar may, from time to time and one or more times, assign this Agreement to one or more persons or entities without the City's approval, but with written notice to the City, as long as Lamar, or entities owned or controlled by it, have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees. 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.

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 Lamar:

Lamar Central Outdoor, LLC  
449 East Parkcenter Circle South  
San Bernardino, CA 92408  
Attention: Brian Smith

If to the City:

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

With a Copy to:

Stream Kim Hicks Wrage & Alfaro, PC  
Attn: Theodore Stream, Esq.  
3403 Tenth Street, Suite 700  
Riverside, CA 92501

With a Copy to:

City of Murrieta  
Attn: City Manager  
1 Town Square  
Murrieta, CA 92562  
  
Aleshire & Wynder, LLP  
Attn: Tiffany J. Israel  
18881 Von Karman Avenue  
Suite 1700  
Irvine, CA 92612

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. 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.

i. 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.

“CITY”:

CITY OF MURRIETA

By:



Kim Summers, City Manager

ATTEST:

By: 

Cristal McDonald, City Clerk




APPROVED AS TO FORM:

By: 

Tiffany Israel, City Attorney

“LAMAR”

LAMAR CENTRAL OUTDOOR

By: 

By: C. Todd Porter

Its: Vice President and General Manager

**EXHIBIT "A"**  
**Relocation Agreement**

**RELOCATION AGREEMENT**

This Relocation Agreement is entered into this 15th day of April, 1997 by and between the City of Murrieta ("the City"), a municipal corporation, and Outdoor Media Group, Inc. ("OMG"), a California corporation.

**RECITALS**

**WHEREAS**, OMG maintains an outdoor advertising display within the City at Assessor Parcel Number 910-060-004 (the "Old Billboard"), and the City feels that the Old Billboard is a detriment to the aesthetic quality of the City, and

**WHEREAS**, the Old Billboard is an unsightly wooden structure erected on eight wooden telephone poles and measuring 12' x 40', and

**WHEREAS**, the City desires that the Old Billboard be removed and replaced with more aesthetically pleasing steel monopoles, at no cost to the City, and

**WHEREAS**, OMG owns the rights to another outdoor advertising display under Permit No. 25 purchased from Carter Sign Company, and

**WHEREAS**, OMG is willing to remove the Old Billboard and relocate Permit No. 25 and to replace them with two steel monopole structures (14' x 48') pursuant to Business and Professions Codes 5412.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. OMG agrees to remove the Old Billboard from its present location and configuration. OMG also agrees to relocate its permits rights under Permit No. 25.
2. The City agrees to permit and recognize the erection by OMG of two double-faced outdoor advertising displays within the City, the first to be

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**EXHIBIT 1**

located on Assessor's parcel Number 910-060-004 and the second on Assessor's Parcel Number 910-020-015.

3. OMG agrees to obtain all necessary building, grading and other permits generally applicable to the erection of outdoor advertising displays, and to abide by all other local, state and federal rules and regulations generally applicable to the erection and maintenance of outdoor advertising displays. The City agrees to immediately inspect the new billboards and advise OMG in writing of all permits which the City determines are necessary for OMG to obtain. The City further agrees to expeditiously process all paperwork necessary for the issuance of such permits, which will not be unreasonably denied.

4. OMG further agrees to provide the City at no charge, 1/2 of the South Face to be used for a period of 2 years. OMG further agrees to provide the City two free paints per year on the South Face. After the 2 years are up OMG will provide the City at no charge a street advertisement structure to be used for civic functions and OMG will provide (2) banners per year at no charge to the City for a period of 10 years.

5. OMG further agrees that it will not display any advertisement for the sale of alcohol or tobacco related products on the billboards which are the subject of this Agreement.

6. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any prior or contemporaneous representation, statement, warranty or agreement as to any matter other than those herein expressed. This Agreement embodies the entire understanding and agreement of the parties and there is no further or other agreement or understanding, written or oral, in effect between the parties relating to the subject matter hereof. All prior negotiations or agreements, if any, between the parties hereto, relating to the subject matter hereof are superseded by this Agreement. This Agreement may be amended or modified only by a written agreement

signed by the parties hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their respective agents, successors, personal representatives and assigns. This agreement is prepared by the joint efforts of the parties hereto, and shall not be construed strictly in favor of or against either party, but shall be construed fairly in accordance with the laws of the State of California and for the purpose of giving effect to each provision herein.

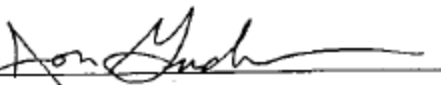
8. The parties agree to execute such additional documents and perform such further acts as may be reasonably necessary to effectuate the terms, provisions and intent of this Agreement.

9. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same agreement.

10. The parties hereto acknowledge that they have been represented in the above-recited matters, and with regard to the preparation and execution of this Agreement by attorneys. This Agreement has been fully explained to each party by its respective counsel. Each party hereto enters into the within Agreement with full knowledge and information as to the recitals herein contained, and with full and informed knowledge, consent and understanding of the terms and conditions of this Agreement.

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

OUTDOOR MEDIA GROUP, INC.

By:   
Jon Gunderson, President

CITY OF MURRIETA

By:   
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## EXHIBIT 2



09/18/1996 15:33 90969898

MURRIETA ADMIN

PAGE 02

**ORDINANCE NO. 164-96**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF SAID CITY IN ZONE CHANGE CASE NO. 96-041, LOCATED ON THE WEST SIDE OF JACKSON AVENUE, APPROXIMATELY 1,180 FEET NORTH OF ELM STREET, CHANGING THE ZONE FROM RURAL RESIDENTIAL (R-R) TO BUSINESS PARK (B-P) AS ILLUSTRATED ON THE ATTACHED CITY OF MURRIETA ZONE CHANGE MAP (EXHIBIT 1); FILED BY OUTDOOR MEDIA GROUP**

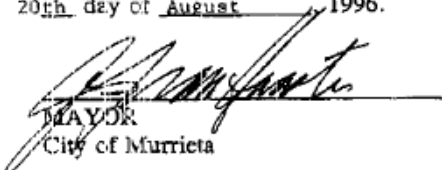
The City Council of the City of Murrieta does ordain as follows:

**Section 1.1:** The City of Murrieta Official Zoning, is amended by placing in effect the zone as shown on the attached map entitled Exhibit 1 (included herein by reference), Change of Official Zoning, City of Murrieta, referenced as Zone Change Case No. 96-041.

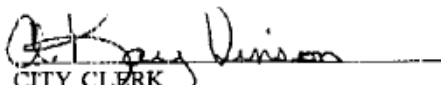
**Section 2.1:** The zoning shall become Business Park (B-P) for the land use development in the area contained on Exhibit 1 and development decisions shall be based on the I-P (Industrial Park) standards and criteria contained in Ordinance No. 348, Article X of the County of Riverside, as incorporated and adopted by Ordinance of the City of Murrieta, and as amended thereafter from time to time by the City Council of the City of Murrieta, unless those standards are in conflict with the General Plan in which case the General Plan shall prevail.

**Section 3.1:** The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the Council members voting for and against the ordinance. This ordinance shall take effect thirty days after the date of its adoption.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 20<sup>th</sup> day of August, 1996.

  
MAYOR  
City of Murrieta

ATTEST:

  
CITY CLERK  
City of Murrieta

APPROVED AS TO FORM:

  
CITY ATTORNEY

09/10/1996 16:33 90969898

MURRIETA ADMIN

PAGE 03

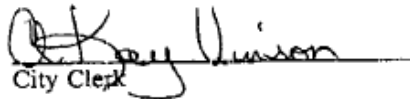
City Council Meeting  
Zone Change No. 96-041  
August 20, 1996  
Page 2

I, A. Kay Vinson, City Clerk of the City of Murrieta, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 6th day of August, 1996, and that thereafter the said ordinance was duly adopted at a regular meeting of the City Council on the 20th day of August, 1996, by the following vote, to-wit:

AYES: G. Smith, Walsh, Washington, and van Haaster  
NOES: None  
ABSENT: Enochs  
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Murrieta, California this 20th day of August, 1996.

(Seal)

  
City Clerk

PH-2

# CITY OF MURRIETA



## STAFF REPORT PLANNING DEPARTMENT

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**CASE:** Zone Change No. 96-041

**REQUEST:** To change the zoning on a 3.77 gross acre site from R-R (Rural-Residential) to B-P (Business Park).

**APPLICANT:** Outdoor Media Group

**MEETING DATE:** July 10, 1996

**LOCATION:** On the west side of Jackson Avenue, approximately 1,180 feet north of Elm Street.

**CASE PLANNER:** Patti Nahill

**RECOMMENDATION:** That the Planning Commission recommend to the City Council adoption of the Negative Declaration, adoption of De Minimis Impact Findings, and approval of Zone Change No. 96-041 based on the findings contained in the staff report.

**STAFF RECOMMENDATIONS:**

That the Planning Commission recommend to the City Council:

1. **ADOPTION** of the Negative Declaration for Zone Change No. 96-041 based on the findings that the project will not have an adverse impact on the environment; and,
2. **ADOPTION** of De Minimis Impact Findings that considering the record as a whole, there is no evidence that the proposed project will have the potential for adverse effect on wildlife resources or the habitat upon which the wildlife depends; and,
3. **APPROVAL** of Zone Change No. 96-041, based on the findings contained in the staff report; and,
4. **INTRODUCTION** of an ordinance to amend the official zoning map.

**BACKGROUND INFORMATION:**

- | A.     | General Plan<br>Land Use Designation | Existing<br>Zoning | Existing<br>Land Use   |
|--------|--------------------------------------|--------------------|--|
| Site:  | Business Park                        | R-R                | Single family residence with accessory structures, storage, a billboard and a communication facility |
| North: | Business Park                        | R-R & C-P-S        | Vacant land and a highway storage facility   |
| South: | Business Park                        | R-R                | Single family residence and billboards   |
| East:  | Business Park                        | I-P                | Vacant land and a sand/gravel operation  |
| West:  | Business Park & I-15                 | R-R                | Vacant land and Interstate 15  |
- B. SITE CHARACTERISTICS:** The site is located on the west side of Jackson Ave., approximately 1,180 feet north of Elm Street. The topography of the site is varied between rolling hills and dales. At the top of a northerly knoll, a single family residence exists in addition to an older wooden outdoor advertising display structure. Miscellaneous storage, structures from a non-functioning agricultural operation and a newly constructed communication facility are located in the area south of the existing residence.
- C. STREET CIRCULATION PLAN:** Jackson Avenue's existing right-of-way is 60 feet with future right-of-way expansion proposed to 100 feet.
- D. ENVIRONMENTAL DETERMINATION:** An Initial Study has been prepared pursuant to Section 15063 of the California Environmental Quality Act (CEQA) and a Negative Declaration has been proposed for adoption on this project.
- E. PREVIOUS APPROVALS/SPECIAL CIRCUMSTANCES:** Outdoor Advertising Display Permit No. 37 was approved by the Riverside County on 3/16/67. Plot Plan 95-

Planning Commission  
 Zone Change No. 96-041  
 July 10, 1996  
 Page 3

034 to permit AirTouch Cellular to erect a 106 foot monopole and 12 foot by 30 foot equipment shed on the site was approved by the Planning Commission on 11/29/95.

#### **PROJECT DESCRIPTION:**

The project proponent, Outdoor Media Group, is requesting to change the zoning designation from R-R (Rural-Residential) to B-P (Business Park) of three individual parcels consisting of 3.77 gross acres. No development plans have been submitted as part of this proposal, however, public facilities expansion may be necessary with a specific development application.

#### **ANALYSIS:**

1. **General Plan Consistency:** The requested change is consistent with the General Plan land use district designation of Business Park. The General Plan envisions the area on the east side of Interstate 15, north of Elm Street transitioning over time into an area which will allow light manufacturing, fabrication, material processing, and assembly, providing that the uses are conducted in a controlled setting where all operations will be performed inside structures. Specifically, the General Plan identifies the following policies for development within the Business Park land use designation:
 

Policy LU-1.4a	All manufacturing activities in the Business Park designation will be conducted within enclosed buildings with a limited amount of outdoor storage allowed only on a case by case basis under special review. Outdoor storage will be screened from public view with walls, berms, and landscaping.
Policy LU-1.4b	Research and development activities are encouraged in the Business Park designation, as well as regional home offices of manufacturing businesses. Ancillary retail uses may be permitted.
Policy LU-1.4f	All Business Park activities will be buffered from residential uses. Setbacks, landscaping, berms, screening walls and other techniques will be used to transition from industrial to residential uses. Where a Business Park lot fronts on two streets (a through lot), and one street frontage adjoins residential while the other frontage adjoins industrial, access shall be prohibited onto the residential fronting street.
Policy LU-1.4g	All industrial development shall be consistent with the intensity limits established in the General Plan. Any adopted design guidelines, impact fees, or other City regulation for an industrial site must be complied with.
  
2. **Zoning Consistency:** The City Council adopted Resolution 96-430 to address zone changes which precede adoption of the City's Development Code. The determination was made that until such time that the City adopts a Development Code that is in conformance with the General Plan, development decisions shall be based upon the

General Plan land use designations and policies, and not the existing Riverside County recognized zoning classifications. A matrix was established to identify which County classifications would relate to Murrieta's land use designations. For this particular application, the two designations would be B-P (Business Park) under the City of Murrieta and I-P (Industrial Park) as the County's identifier. The resolution went further to state that development decisions shall be based on the standards contained within Ordinance No. 348 unless those standards are in conflict with General Plan provisions. Therefore in this instance, any development application for the proposed site would be reviewed against Article X of Ordinance No. 348 which enumerates the regulations that apply to the Industrial Park zone classification.

3. **Site Development:** The proposal to change the zoning from residential to industrial will not cause any existing legal structures on-site to be displaced, however their status will be affected. Any zone change action for approval will result in a status change to nonconforming. Ordinance No. 348, Section 18.8 permits any nonconforming structure or use to be continued and maintained, provided there are no structural alterations. Further, if any part of a structure or land occupied by a nonconforming use is discontinued for one year or more, the land shall thereafter be used in conformance with the provisions of the industrial classification and the residential nonconforming right shall be forfeited.
4. **Comments Received:** The City of Temecula responded to a request for comments in a letter dated May 28, 1996. In their correspondence, they questioned whether the application was a speculative zone change or if there was an accompanying development plan. They went on to note that the applicant's name is Outdoor Media Group which suggests that the intended use will be for some form of outdoor advertising. If this is the case, the City of Temecula states they would be in opposition to the change of zone since the location is at the gateway to the City of Temecula. They also noted that the proposed change of zone is in an area that is not served by adequate circulation and other basic services regarded as necessary for business development. They closed their letter, "In summary there seems to be no compelling need for the proposed action."

The application in question is for a change in the zone classification. There were no accompanying development plans submitted as part of this application request. Any future development request will be conditioned to provide adequate provisions for circulation, utilities and other public services. The applicant is Outdoor Media Group on behalf of Dortha Tiss and Pauline Brown, co-owners of the subject parcels. Any application for a new outdoor advertising display will be subject to the Conditional Use Permit process and shall required to be in conformance with Section 19.3 of Ordinance No. 348 which regulates outdoor advertising displays. One particular subsection of note is that the location of outdoor advertising displays shall be permitted only on properties

Planning Commission  
Zone Change No. 96-041  
July 10, 1996  
Page 5

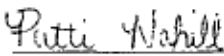
abutting the freeway. None of the three subject parcels abut the freeway. The only permissible deviation from this standard can be evaluated under the context of a relocation agreement of an existing legally permitted structure.

5. **Environmental Determination:** An Initial Study has been prepared by staff and has found that no significant environmental impacts will occur as a result of the proposed consistency zoning request, therefore, a Negative Declaration is proposed for adoption. The Notice of Intent to File a Negative Declaration was advertised and available for public review from June 3 to June 24, 1996. To date, no comments have been received regarding the initial study assessment.


#### CONCLUSIONS:

The proposed zone change is consistent with the General Plan and any future development will be required to be consistent with the development policies stated within the General Plan and Article X of Ordinance No. 348. The General Plan EIR and the initial study did not identify any environmental impacts that could not be sufficiently mitigated at the time of site development. Therefore, staff is recommending that the Planning Commission recommend to the City Council approval of Zone Change No. 96-041 based on the findings attached herein.

#### Prepared By:

  
Patti Nahill, AICP  
Associate Planner

#### Approved By:

  
Brad L. Kilger, AICP  
Economic and Community Development Director

#### ATTACHMENTS:

1. Findings for Zone Change No. 96-041
2. De Minimis Impact Findings
3. Draft City Council Ordinance
4. Existing Land Use\General Plan Land Use\Zoning Map
5. Initial Study
6. Negative Declaration

**FINDINGS FOR APPROVAL OF  
ZONE CHANGE NO. 96-041  
JULY 10, 1996**

**Based upon the hearing evidence, all written and oral testimony, and documents and exhibits which are contained in the staff report for the above referenced case, the Planning Commission finds as follows:**

1. The proposed project is consistent with the General Plan.

**FACTS:** The applicant's request to change the designation from R-R (Rural Residential) to B-P (Business Park) is consistent with the designation of Business Park identified through the General Plan review process as an appropriate use adjacent to the freeway and based on the existing transitioning development pattern.

2. The proposed project is consistent with the Zoning Ordinance 348 and all other applicable requirements of local ordinances and state law.

**FACTS:** The zone change application does not propose any physical site changes. All future projects shall meet all applicable development standards including, but not limited to, setbacks, access, circulation, parking, lighting, and landscaping of the I-P (Industrial Park) Zoning District and the applicable development policies of the General Plan.

3. The proposed zone change is compatible with and complimentary to the permitted uses in the same neighborhood.

**FACTS:** The area is in a stage of transition between lower density residential uses with a variety of ancillary uses to a more traditional manufacturing and material processing land use pattern. The General Plan proposes future upgrades to Jackson Avenue which will facilitate development of higher intensive uses within this area. The zone change will compliment the existing pattern that has been occurred on the subject parcels.

4. The proposed project will not adversely affect the public health, safety, and welfare, nor be materially detrimental to the use, enjoyment, or valuation of persons or other property in the surrounding area because it is required to comply with applicable health and zoning codes.

**FACTS:** The requested zone change to industrial will not in and of itself create any adverse impacts to affect the public health, safety and welfare of the surrounding property owners. All future development plans will be required to comply with all applicable health, building and zoning codes.

**Attachment 1**

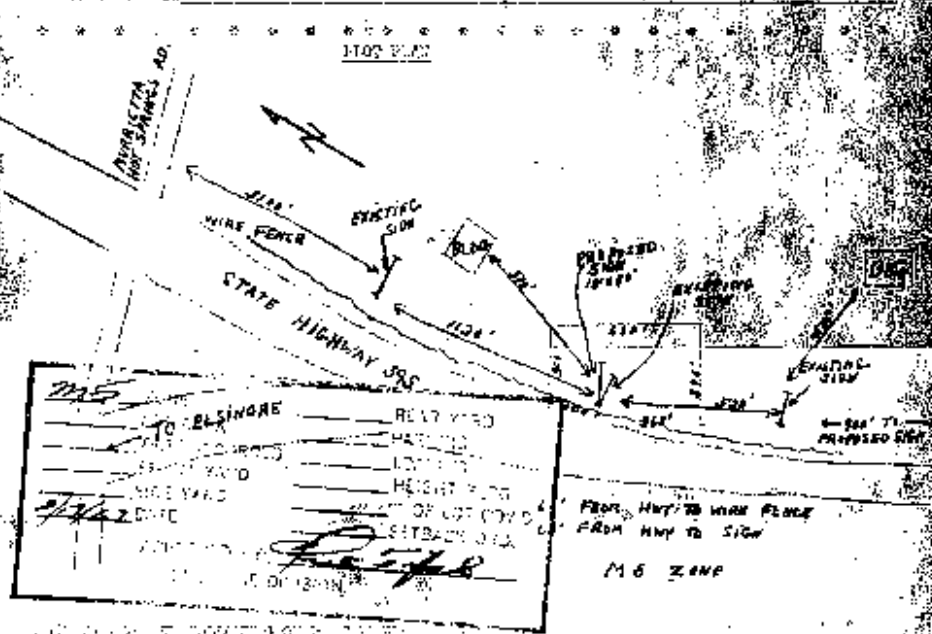


ADDENDUM

OUTDOOR MEDIA GROUP will pay all fees associated with zone change on the subject property including city filing fees, and the hiring of Markham and Associates to do the necessary engineering work

Land rent will start September 1, 1996. The sign structure on the property will become the property of OUTDOOR MEDIA GROUP.

*Jon Linder*  
*Brother Liss*



1. The location of the proposed sign.  
2. The size, shape, and height of proposed sign. **STANDARD TYPE, 18" X 12", 1" ABOVE GROUND**  
3. The color of the sign.  
4. The location of the sign on the building.  
5. The location of the sign on the lot.  
6. The location of the sign on the street.  
7. The location of the sign on the highway.  
8. The location of the sign on the railroad.  
9. The location of the sign on the waterway.  
10. The location of the sign on the airport.  
11. The location of the sign on the public utility.  
12. The location of the sign on the other property.

Sec. 22, T7S, R1E, Fur. of Lot 24 of Tensas Land & Water Co.  
 N2 1/4 354 SD. Reg. 234 W. SW of E. corner, thence S 1/4 396 ft.  
 thence N 550 ft., thence 396', thence 560' to point of beginning  
 except State Highway.

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**EXHIBIT “B”**  
Removed Billboards

<b>Sign No.</b>	<b>Board Lease No.</b>	<b>Display Nos.</b>	<b>Location</b>
1	5052	70521 /70522	I-15 EL .2mi N/O 215 Overpass APN: 910-390-021
2	5054	70541/70542	I-15 EL .3mi N/O 215 Overpass APN 910-390-021
3	3361	33613/33614	I-15 WL 1.35mi N/O Winchester APN: 910-210-050.

**EXHIBIT “C”**  
215/Keller Billboard

No.	Location
1.	Corner of Keller Rd and Antelope Rd. APN: 384-220-001

**EXHIBIT “D”**  
Reconstructed Billboards

<b>Sign No.</b>	<b>Board Lease No.</b>	<b>Display Nos.</b>	<b>Location</b>
1	3331	33311/33312	I-15 WL 1.2 Mi N/O Winchester APN: 910-210-055
2	3333	33331/33332	I-15 & 215 EL S/O Overpass APN: 910-020-077
3	5058	70581/70582	I-15 E/L 1.5 mi N/O Winchester APN: 910-060-009

**EXHIBIT “E”**  
Conceptual Billboard Designs





## **BILLBOARD RELOCATION AGREEMENT**

**THIS BILLBOARD RELOCATION AGREEMENT** (“the Agreement”) is entered into as of this 20th day of December, 2022, ~~2023~~ (the “Effective Date”), by and between the CITY OF MURRIETA, a public body, corporate and politic (“City”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“Lamar”). Hereafter City and Lamar are sometimes referred to as “Party” or collectively as “Parties.”

### **RECITALS**

**WHEREAS**, Lamar owns and operates legal non-conforming billboard advertising structures within the city limits of City (each a “Billboard” and collectively the “Billboards”);

**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;

**WHEREAS**, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

**WHEREAS**, the City has previously approved a Relocation Agreement dated April 15, 1997, a copy of which is attached hereto as Exhibit “A”, which authorized the removal and replacement of one of Lamar’s Billboards previously owned by Outdoor Media Group, Inc. (the “Old Billboard”) for a more modernized “aesthetically pleasing” structure, which has not yet been replaced;

**WHEREAS**, the City of Temecula, in cooperation with the California Department of Transportation (Caltrans), filed a Complaint in Eminent Domain per Riverside County Superior Court Case No. CVSW2200256 to condemn the interests of the Old Billboard, which lies within the I-15/French Valley Parkway Improvements Project. Lamar and the City of Temecula entered a settlement agreement whereby the City of Temecula would expend public funds to compensate Lamar for all dismantle costs, rebuilding costs and lost rent associated with the removal of the Old Billboard;

**WHEREAS**, the City has the opportunity and ability to prevent the unnecessary expenditure of public condemnation funds for the removal of the Old Billboard by permitting Lamar to relocate it outside the parameters of the I-15/French Valley Parkway Improvements Project;

**WHEREAS**, the City wishes to prevent the unnecessary expenditure of public condemnation funds while upholding its previous commitment to modernize the Old Billboard;

**WHEREAS**, the City further desires to reduce the number of Billboards within the City thereby diminishing visual clutter and improving the aesthetic appearance of the City;



**WHEREAS**, this Agreement relates to eight (8) Billboards in the City:

- (A) the permanent removal of three (3) Billboards;
- (B) the right to construct and erect one (1) of those removed Billboards on relocated property;
- (C) the right to reconstruct three (3) Billboards in order to remove old, obsolete displays and allow for modernized displays; and
- (D) the right to relocate and reconstruct the Old Billboard, which has not been completed after it was authorized in the Relocation Agreement dated April 15, 1997.

**WHEREAS**, Section 16.38.150 of the City Municipal Code allows and encourages the relocation and reconstruction of existing Billboards upon approval of a Billboard Relocation Agreement and upon compliance with the provisions therein;

**WHEREAS**, the City and Lamar now wish to enter into this Agreement to memorialize the terms and conditions upon which Lamar will have the right to relocate and reconstruct certain of its legally existing 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. In exchange for the ability to develop the 215/Keller Billboard and Reconstructed Billboards, identified below, Lamar shall permanently remove the three (3) existing Billboards identified in Exhibit "B" (the "Removed Billboards"). Each of the Removed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Removal of the Removed Billboards identified in Exhibit B shall be in accordance with all applicable federal, state and local regulations. Lamar shall, at its sole cost and expense, secure all required permits necessary to remove the Removed Billboards, including but not limited to, the City's demolition permits.

b. Timing of Removal. Lamar shall remove the Removed Billboards on an ongoing basis as each Reconstructed Billboard receives its necessary approvals for development. Each removal shall take place within sixty (60) days of the Effective Date of each Reconstructed Billboard's Development Approvals, as described in Section 4a 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, Lamar shall not be entitled to commence construction and installation of the 215/Keller Billboard or Reconstructed Billboard(s) prior to the removal of all of the Removed Billboards. If Lamar has not obtained the Development Approvals for the Reconstructed Billboards, Lamar shall have no obligation to remove any of the Removed 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. Relocation and Reconstruction of Billboards.

a. 215/Keller Billboard. Upon the permanent removal of the Removed Billboards, Lamar shall be entitled to construct one (1) Billboard upon City-owned property located by the Interstate 215 Highway and Keller Road identified in Exhibit "C" (the "215/Keller Billboard"), the precise location of which shall be determined within the discretion of Lamar subject to City's reasonable approval for traffic safety. Lamar shall be entitled to construct the 215/Keller Billboard with a two-panel changeable message digital display. The 215/Keller Billboard shall be subject to the approval of a sign permit and Conditional Use Permit, as provided in Section 4b below, and a lease incorporating the revenue sharing provisions of Section 5 below.

Lamar acknowledges that a future freeway interchange is planned for Keller Road and Interstate 215. In the event that a regulatory authority condemns or takes any portion of the premises affecting Lamar's access, placement or the visibility of the 215/Keller Billboard, City agrees to allow Lamar to relocate the 215/Keller Billboard to another location in the same area or to an alternative location determined by the Parties at that time. City agrees that any damages relating to the 215/Keller Billboard paid for by the regulatory authority, including the costs of relocation, will be awarded to Lamar.

b. Reconstructed Billboards. Upon the permanent removal of the Removed Billboards, Lamar shall also be entitled to reconstruct three (3) existing Billboards upon private property, more specifically described and depicted in Exhibit "D," (the "Reconstructed Billboards"). Each of the Reconstructed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Lamar shall be entitled to incorporate either single or double-sided changeable message digital displays into the Reconstructed Billboards. The Reconstructed Billboards shall be subject to the approval of a sign permit and a Development Agreement as provided in Section 4b below.

c. Old Billboard. Lamar shall be entitled to reconstruct the Old Billboard, which was originally approved for reconstruction in the Relocation Agreement dated April 15, 1997 (Exhibit A), at a nearby location outside of the I-15/French Valley Parkway Improvements Project to prevent the unnecessary expenditure of public condemnation funds. The reconstructed Old Billboard shall be a double-sided static Billboard. Lamar shall obtain all the necessary sign permits required for the construction of the Old Billboard, but will not be required to obtain a Conditional

Use Permit or Development Agreement. This Agreement supersedes the April 15, 1997 Relocation Agreement in its entirety, and the 1997 Agreement shall no longer have any effect.

d. 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 reduction of visual clutter by reducing the number of overall billboards located within the City and 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 215/Keller Billboard, Reconstructed Billboards and Old Billboard 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 215/Keller Billboard, Reconstructed Billboards and Old Billboard conceptual designs promote the character of the City. Finally, the City Council has found that the proposed 215/Keller Billboard, Reconstructed Billboards and Old Billboard would not otherwise result in a threat to the general health, safety and welfare of City residents.

#### 4. Development Approvals.

a. Lamar 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 Lamar related to the Agreement, including, but not limited to, this Agreement and related staff reports and documents, sign permits, a Conditional Use Permit for the 215/Keller Billboard and Development Agreement for the Reconstructed Billboards, 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") (collectively "Development Approvals").

b. Within ninety (90) days of the approval of this Agreement, Lamar shall, at its sole cost and expense, submit sign permit application(s), a Conditional Use Permit application for the 215/Keller Billboard and Development Agreement applications for the Reconstructed Billboards, with accompanying fees, to the City Planning Department for the development of such billboards. Lamar's ability to construct and install the 215/Keller Billboard and Reconstructed Billboards are expressly conditioned upon City approval of a Conditional Use Permit or Development Agreement (as applicable), and subsequent approval of a sign permit. The foregoing applications shall include the written consent of the property owner. 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 Planning 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 “E” attached hereto and incorporated herein by this reference. Lamar acknowledges that, in addition to sign permits, Conditional Use Permit and Development Agreement, Lamar must obtain building permits from City prior to construction and installation of the 215/Keller Billboard and Reconstructed Billboards.

5. One-Time Payment and Revenue Sharing. As material consideration for City allowing Lamar to construct and operate the 215/Keller Billboard, the Reconstructed Billboards and the Old Billboard, Lamar shall pay the City a collective payment totaling One Million Dollars (\$1,000,000.00). The payment shall be made in four equal installments of Two-Hundred and Fifty Thousand Dollars (\$250,000.00). Each installment shall be paid to the City as each of the 215/Keller Billboard and the Reconstructed Billboards are fully operational (i.e., all the Billboards are not required to be operational before the first payment is due). Lamar shall also pay the City an annual fee equal to the greater of (i) One Hundred Thousand Dollars (\$100,000.00) or (ii) twenty-five percent (25%) of the annual gross advertising revenue generated by each of the 215/Keller Billboard and Reconstructed Billboards. The lease agreement and development agreement(s) negotiated between the Parties for these billboards shall provide that such revenue sharing shall constitute Lamar’s consideration under the agreements. The annual fee shall be further described in the applicable agreement.

6. City Hall Digital Monument. Lamar shall donate a City Hall Digital Monument (“Monument Sign”) with a digital display resolution pitch of 17mm or better and a display face not exceeding 250 square feet in a design as agreed upon by the Parties. Lamar shall have no duty to maintain, service, replace, repair, or otherwise care for the Monument Sign and cannot guaranty against any hardware or electrical malfunctions. City is solely responsible for the maintenance, service, replacement, repair and ultimate care of the Monument Sign.

7. Public Service Messages. As further consideration for the City’s Agreement to allow Lamar to develop the 215/Keller Billboard and Reconstructed 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 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 \$300,000 annually.

For all Public Service Messages, City shall be responsible for providing Lamar with the advertising copy. Lamar 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.

8. Lamar’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, Lamar shall be prohibited

from displaying such offensive advertising material including, but not limited to, advertising for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.

9. Indemnity. Lamar, 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 215/Keller Billboard, Reconstructed Billboards or Old Billboard by Lamar, its officers, agents and employees (collectively "Lamar Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of Lamar to keep such billboards in good condition and repair, (b) the negligent acts or omissions of Lamar hereunder, or (c) Lamar's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

- a. Lamar 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. Lamar shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Lamar 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 Lamar Parties for such Indemnified Claims and Liabilities, Lamar 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.

Lamar and City further acknowledge that Lamar 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.

#### 10. General Provisions.

a. Assignment. Lamar 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; provided, however, that Lamar may, from time to time and one or more times, assign this Agreement to one or more persons or entities without the City's approval, but with written notice to the City, as long as Lamar, or entities owned or controlled by it, have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees. 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.

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 Lamar:

Lamar Central Outdoor, LLC  
449 East Parkcenter Circle South  
San Bernardino, CA 92408  
Attention: Brian Smith

If to the City:

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

With a Copy to:

Stream Kim Hicks Wrage & Alfaro, PC  
Attn: Theodore Stream, Esq.  
3403 Tenth Street, Suite 700  
Riverside, CA 92501

With a Copy to:

City of Murrieta  
Attn: City Manager  
1 Town Square  
Murrieta, CA 92562  
  
Aleshire & Wynder, LLP  
Attn: Tiffany J. Israel  
18881 Von Karman Avenue  
Suite 1700  
Irvine, CA 92612

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. 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.

i. 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.

“CITY”:

CITY OF MURRIETA

By:



Kim Summers, City Manager

ATTEST:

By: 

Cristal McDonald, City Clerk




APPROVED AS TO FORM:

By: 

Tiffany Israel, City Attorney

“LAMAR”

LAMAR CENTRAL OUTDOOR

By: 

By: C. Todd Porter

Its: Vice President and General Manager

**EXHIBIT "A"**  
**Relocation Agreement**

**RELOCATION AGREEMENT**

This Relocation Agreement is entered into this 15th day of April, 1997 by and between the City of Murrieta ("the City"), a municipal corporation, and Outdoor Media Group, Inc. ("OMG"), a California corporation.

**RECITALS**

**WHEREAS**, OMG maintains an outdoor advertising display within the City at Assessor Parcel Number 910-060-004 (the "Old Billboard"), and the City feels that the Old Billboard is a detriment to the aesthetic quality of the City, and

**WHEREAS**, the Old Billboard is an unsightly wooden structure erected on eight wooden telephone poles and measuring 12' x 40', and

**WHEREAS**, the City desires that the Old Billboard be removed and replaced with more aesthetically pleasing steel monopoles, at no cost to the City, and

**WHEREAS**, OMG owns the rights to another outdoor advertising display under Permit No. 25 purchased from Carter Sign Company, and

**WHEREAS**, OMG is willing to remove the Old Billboard and relocate Permit No. 25 and to replace them with two steel monopole structures (14' x 48') pursuant to Business and Professions Codes 5412.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. OMG agrees to remove the Old Billboard from its present location and configuration. OMG also agrees to relocate its permits rights under Permit No. 25.
2. The City agrees to permit and recognize the erection by OMG of two double-faced outdoor advertising displays within the City, the first to be

-1-

**EXHIBIT 1**



located on Assessor's parcel Number 910-060-004 and the second on Assessor's Parcel Number 910-020-015.

3. OMG agrees to obtain all necessary building, grading and other permits generally applicable to the erection of outdoor advertising displays, and to abide by all other local, state and federal rules and regulations generally applicable to the erection and maintenance of outdoor advertising displays. The City agrees to immediately inspect the new billboards and advise OMG in writing of all permits which the City determines are necessary for OMG to obtain. The City further agrees to expeditiously process all paperwork necessary for the issuance of such permits, which will not be unreasonably denied.

4. OMG further agrees to provide the City at no charge, 1/2 of the South Face to be used for a period of 2 years. OMG further agrees to provide the City two free paints per year on the South Face. After the 2 years are up OMG will provide the City at no charge a street advertisement structure to be used for civic functions and OMG will provide (2) banners per year at no charge to the City for a period of 10 years.

5. OMG further agrees that it will not display any advertisement for the sale of alcohol or tobacco related products on the billboards which are the subject of this Agreement.

6. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any prior or contemporaneous representation, statement, warranty or agreement as to any matter other than those herein expressed. This Agreement embodies the entire understanding and agreement of the parties and there is no further or other agreement or understanding, written or oral, in effect between the parties relating to the subject matter hereof. All prior negotiations or agreements, if any, between the parties hereto, relating to the subject matter hereof are superseded by this Agreement. This Agreement may be amended or modified only by a written agreement

signed by the parties hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their respective agents, successors, personal representatives and assigns. This agreement is prepared by the joint efforts of the parties hereto, and shall not be construed strictly in favor of or against either party, but shall be construed fairly in accordance with the laws of the State of California and for the purpose of giving effect to each provision herein.

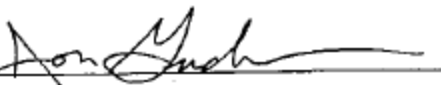
8. The parties agree to execute such additional documents and perform such further acts as may be reasonably necessary to effectuate the terms, provisions and intent of this Agreement.

9. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one in the same agreement.

10. The parties hereto acknowledge that they have been represented in the above-recited matters, and with regard to the preparation and execution of this Agreement by attorneys. This Agreement has been fully explained to each party by its respective counsel. Each party hereto enters into the within Agreement with full knowledge and information as to the recitals herein contained, and with full and informed knowledge, consent and understanding of the terms and conditions of this Agreement.

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

OUTDOOR MEDIA GROUP, INC.

By:   
Jon Gunderson, President

CITY OF MURRIETA

By:   
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## EXHIBIT 2

09/18/1996 15:33 90969898

MURRIETA ADMIN

PAGE 02

ORDINANCE NO. 164-96

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF SAID CITY IN ZONE CHANGE CASE NO. 96-041, LOCATED ON THE WEST SIDE OF JACKSON AVENUE, APPROXIMATELY 1,180 FEET NORTH OF ELM STREET, CHANGING THE ZONE FROM RURAL RESIDENTIAL (R-R) TO BUSINESS PARK (B-P) AS ILLUSTRATED ON THE ATTACHED CITY OF MURRIETA ZONE CHANGE MAP (EXHIBIT 1); FILED BY OUTDOOR MEDIA GROUP

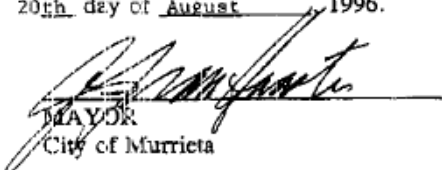
The City Council of the City of Murrieta does ordain as follows:

Section 1.1: The City of Murrieta Official Zoning, is amended by placing in effect the zone as shown on the attached map entitled Exhibit 1 (included herein by reference), Change of Official Zoning, City of Murrieta, referenced as Zone Change Case No. 96-041.

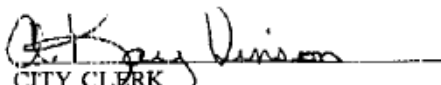
Section 2.1: The zoning shall become Business Park (B-P) for the land use development in the area contained on Exhibit 1 and development decisions shall be based on the I-P (Industrial Park) standards and criteria contained in Ordinance No. 348, Article X of the County of Riverside, as incorporated and adopted by Ordinance of the City of Murrieta, and as amended thereafter from time to time by the City Council of the City of Murrieta, unless those standards are in conflict with the General Plan in which case the General Plan shall prevail.

Section 3.1: The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the Council members voting for and against the ordinance. This ordinance shall take effect thirty days after the date of its adoption.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 20<sup>th</sup> day of August, 1996.

  
MAYOR  
City of Murrieta

ATTEST:

  
CITY CLERK  
City of Murrieta

APPROVED AS TO FORM:

  
CITY ATTORNEY

09/10/1996 16:33 90969898

MURRIETA ADMIN

PAGE 03

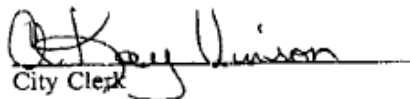
City Council Meeting  
Zone Change No. 96-041  
August 20, 1996  
Page 2

I, A. Kay Vinson, City Clerk of the City of Murrieta, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 6th day of August, 1996, and that thereafter the said ordinance was duly adopted at a regular meeting of the City Council on the 20th day of August, 1996, by the following vote, to-wit:

AYES: G. Smith, Walsh, Washington, and van Haaster  
NOES: None  
ABSENT: Enochs  
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Murrieta, California this 20th day of August, 1996.

(Seal)

  
City Clerk

PH-2

# CITY OF MURRIETA



## STAFF REPORT PLANNING DEPARTMENT

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**CASE:** Zone Change No. 96-041

**REQUEST:** To change the zoning on a 3.77 gross acre site from R-R (Rural-Residential) to B-P (Business Park).

**APPLICANT:** Outdoor Media Group

**MEETING DATE:** July 10, 1996

**LOCATION:** On the west side of Jackson Avenue, approximately 1,180 feet north of Elm Street.

**CASE PLANNER:** Patti Nahill

**RECOMMENDATION:** That the Planning Commission recommend to the City Council adoption of the Negative Declaration, adoption of De Minimis Impact Findings, and approval of Zone Change No. 96-041 based on the findings contained in the staff report.

**STAFF RECOMMENDATIONS:**

That the Planning Commission recommend to the City Council:

1. **ADOPTION** of the Negative Declaration for Zone Change No. 96-041 based on the findings that the project will not have an adverse impact on the environment; and,
2. **ADOPTION** of De Minimis Impact Findings that considering the record as a whole, there is no evidence that the proposed project will have the potential for adverse effect on wildlife resources or the habitat upon which the wildlife depends; and,
3. **APPROVAL** of Zone Change No. 96-041, based on the findings contained in the staff report; and,
4. **INTRODUCTION** of an ordinance to amend the official zoning map.

**BACKGROUND INFORMATION:**

- | A.     | General Plan<br>Land Use Designation | Existing<br>Zoning | Existing<br>Land Use   |
|--------|--------------------------------------|--------------------|--|
| Site:  | Business Park                        | R-R                | Single family residence with accessory structures, storage, a billboard and a communication facility |
| North: | Business Park                        | R-R & C-P-S        | Vacant land and a highway storage facility   |
| South: | Business Park                        | R-R                | Single family residence and billboards   |
| East:  | Business Park                        | I-P                | Vacant land and a sand/gravel operation  |
| West:  | Business Park & I-15                 | R-R                | Vacant land and Interstate 15  |
- B. SITE CHARACTERISTICS:** The site is located on the west side of Jackson Ave., approximately 1,180 feet north of Elm Street. The topography of the site is varied between rolling hills and dales. At the top of a northerly knoll, a single family residence exists in addition to an older wooden outdoor advertising display structure. Miscellaneous storage, structures from a non-functioning agricultural operation and a newly constructed communication facility are located in the area south of the existing residence.
- C. STREET CIRCULATION PLAN:** Jackson Avenue's existing right-of-way is 60 feet with future right-of-way expansion proposed to 100 feet.
- D. ENVIRONMENTAL DETERMINATION:** An Initial Study has been prepared pursuant to Section 15063 of the California Environmental Quality Act (CEQA) and a Negative Declaration has been proposed for adoption on this project.
- E. PREVIOUS APPROVALS/SPECIAL CIRCUMSTANCES:** Outdoor Advertising Display Permit No. 37 was approved by the Riverside County on 3/16/67. Plot Plan 95-



Planning Commission  
 Zone Change No. 96-041  
 July 10, 1996  
 Page 3

034 to permit AirTouch Cellular to erect a 106 foot monopole and 12 foot by 30 foot equipment shed on the site was approved by the Planning Commission on 11/29/95.

#### **PROJECT DESCRIPTION:**

The project proponent, Outdoor Media Group, is requesting to change the zoning designation from R-R (Rural-Residential) to B-P (Business Park) of three individual parcels consisting of 3.77 gross acres. No development plans have been submitted as part of this proposal, however, public facilities expansion may be necessary with a specific development application.

#### **ANALYSIS:**

1. **General Plan Consistency:** The requested change is consistent with the General Plan land use district designation of Business Park. The General Plan envisions the area on the east side of Interstate 15, north of Elm Street transitioning over time into an area which will allow light manufacturing, fabrication, material processing, and assembly, providing that the uses are conducted in a controlled setting where all operations will be performed inside structures. Specifically, the General Plan identifies the following policies for development within the Business Park land use designation:
 

Policy LU-1.4a	All manufacturing activities in the Business Park designation will be conducted within enclosed buildings with a limited amount of outdoor storage allowed only on a case by case basis under special review. Outdoor storage will be screened from public view with walls, berms, and landscaping.
Policy LU-1.4b	Research and development activities are encouraged in the Business Park designation, as well as regional home offices of manufacturing businesses. Ancillary retail uses may be permitted.
Policy LU-1.4f	All Business Park activities will be buffered from residential uses. Setbacks, landscaping, berms, screening walls and other techniques will be used to transition from industrial to residential uses. Where a Business Park lot fronts on two streets (a through lot), and one street frontage adjoins residential while the other frontage adjoins industrial, access shall be prohibited onto the residential fronting street.
Policy LU-1.4g	All industrial development shall be consistent with the intensity limits established in the General Plan. Any adopted design guidelines, impact fees, or other City regulation for an industrial site must be complied with.
  
2. **Zoning Consistency:** The City Council adopted Resolution 96-430 to address zone changes which precede adoption of the City's Development Code. The determination was made that until such time that the City adopts a Development Code that is in conformance with the General Plan, development decisions shall be based upon the

General Plan land use designations and policies, and not the existing Riverside County recognized zoning classifications. A matrix was established to identify which County classifications would relate to Murrieta's land use designations. For this particular application, the two designations would be B-P (Business Park) under the City of Murrieta and I-P (Industrial Park) as the County's identifier. The resolution went further to state that development decisions shall be based on the standards contained within Ordinance No. 348 unless those standards are in conflict with General Plan provisions. Therefore in this instance, any development application for the proposed site would be reviewed against Article X of Ordinance No. 348 which enumerates the regulations that apply to the Industrial Park zone classification.

3. **Site Development:** The proposal to change the zoning from residential to industrial will not cause any existing legal structures on-site to be displaced, however their status will be affected. Any zone change action for approval will result in a status change to nonconforming. Ordinance No. 348, Section 18.8 permits any nonconforming structure or use to be continued and maintained, provided there are no structural alterations. Further, if any part of a structure or land occupied by a nonconforming use is discontinued for one year or more, the land shall thereafter be used in conformance with the provisions of the industrial classification and the residential nonconforming right shall be forfeited.
4. **Comments Received:** The City of Temecula responded to a request for comments in a letter dated May 28, 1996. In their correspondence, they questioned whether the application was a speculative zone change or if there was an accompanying development plan. They went on to note that the applicant's name is Outdoor Media Group which suggests that the intended use will be for some form of outdoor advertising. If this is the case, the City of Temecula states they would be in opposition to the change of zone since the location is at the gateway to the City of Temecula. They also noted that the proposed change of zone is in an area that is not served by adequate circulation and other basic services regarded as necessary for business development. They closed their letter, "In summary there seems to be no compelling need for the proposed action."

The application in question is for a change in the zone classification. There were no accompanying development plans submitted as part of this application request. Any future development request will be conditioned to provide adequate provisions for circulation, utilities and other public services. The applicant is Outdoor Media Group on behalf of Dortha Tiss and Pauline Brown, co-owners of the subject parcels. Any application for a new outdoor advertising display will be subject to the Conditional Use Permit process and shall required to be in conformance with Section 19.3 of Ordinance No. 348 which regulates outdoor advertising displays. One particular subsection of note is that the location of outdoor advertising displays shall be permitted only on properties

Planning Commission  
Zone Change No. 96-041  
July 10, 1996  
Page 5

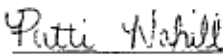
abutting the freeway. None of the three subject parcels abut the freeway. The only permissible deviation from this standard can be evaluated under the context of a relocation agreement of an existing legally permitted structure.

5. **Environmental Determination:** An Initial Study has been prepared by staff and has found that no significant environmental impacts will occur as a result of the proposed consistency zoning request, therefore, a Negative Declaration is proposed for adoption. The Notice of Intent to File a Negative Declaration was advertised and available for public review from June 3 to June 24, 1996. To date, no comments have been received regarding the initial study assessment.


#### CONCLUSIONS:

The proposed zone change is consistent with the General Plan and any future development will be required to be consistent with the development policies stated within the General Plan and Article X of Ordinance No. 348. The General Plan EIR and the initial study did not identify any environmental impacts that could not be sufficiently mitigated at the time of site development. Therefore, staff is recommending that the Planning Commission recommend to the City Council approval of Zone Change No. 96-041 based on the findings attached herein.

#### Prepared By:

  
Patti Nahill, AICP  
Associate Planner

#### Approved By:

  
Brad L. Kilger, AICP  
Economic and Community Development Director

#### ATTACHMENTS:

1. Findings for Zone Change No. 96-041
2. De Minimis Impact Findings
3. Draft City Council Ordinance
4. Existing Land Use\General Plan Land Use\Zoning Map
5. Initial Study
6. Negative Declaration

**FINDINGS FOR APPROVAL OF  
ZONE CHANGE NO. 96-041  
JULY 10, 1996**

**Based upon the hearing evidence, all written and oral testimony, and documents and exhibits which are contained in the staff report for the above referenced case, the Planning Commission finds as follows:**

1. The proposed project is consistent with the General Plan.

**FACTS:** The applicant's request to change the designation from R-R (Rural Residential) to B-P (Business Park) is consistent with the designation of Business Park identified through the General Plan review process as an appropriate use adjacent to the freeway and based on the existing transitioning development pattern.

2. The proposed project is consistent with the Zoning Ordinance 348 and all other applicable requirements of local ordinances and state law.

**FACTS:** The zone change application does not propose any physical site changes. All future projects shall meet all applicable development standards including, but not limited to, setbacks, access, circulation, parking, lighting, and landscaping of the I-P (Industrial Park) Zoning District and the applicable development policies of the General Plan.

3. The proposed zone change is compatible with and complimentary to the permitted uses in the same neighborhood.

**FACTS:** The area is in a stage of transition between lower density residential uses with a variety of ancillary uses to a more traditional manufacturing and material processing land use pattern. The General Plan proposes future upgrades to Jackson Avenue which will facilitate development of higher intensive uses within this area. The zone change will compliment the existing pattern that has been occurred on the subject parcels.

4. The proposed project will not adversely affect the public health, safety, and welfare, nor be materially detrimental to the use, enjoyment, or valuation of persons or other property in the surrounding area because it is required to comply with applicable health and zoning codes.

**FACTS:** The requested zone change to industrial will not in and of itself create any adverse impacts to affect the public health, safety and welfare of the surrounding property owners. All future development plans will be required to comply with all applicable health, building and zoning codes.

**Attachment 1**

ADDENDUM

OUTDOOR MEDIA GROUP will pay all fees associated with zone change on the subject property including city filing fees, and the hiring of Markham and Associates to do the necessary engineering work

Land rent will start September 1, 1996. The sign structure on the property will become the property of OUTDOOR MEDIA GROUP.

*Jon Liss*  
*Brother Liss*



**EXHIBIT “B”**  
Removed Billboards

<b>Sign No.</b>	<b>Board Lease No.</b>	<b>Display Nos.</b>	<b>Location</b>
1	5052	70521 /70522	I-15 EL .2mi N/O 215 Overpass APN: 910-390-021
2	5054	70541/70542	I-15 EL .3mi N/O 215 Overpass APN 910-390-021
3	3361	33613/33614	I-15 WL 1.35mi N/O Winchester APN: 910-210-050.

**EXHIBIT “C”**  
215/Keller Billboard

<b>No.</b>	<b>Location</b>
1.	Corner of Keller Rd and Antelope Rd. APN: 384-220-001



**EXHIBIT “D”**  
Reconstructed Billboards

<b>Sign No.</b>	<b>Board Lease No.</b>	<b>Display Nos.</b>	<b>Location</b>
1	3331	33311/33312	I-15 WL 1.2 Mi N/O Winchester APN: 910-210-055
2	3333	33331/33332	I-15 & 215 EL S/O Overpass APN: 910-020-077
3	5058	70581/70582	I-15 E/L 1.5 mi N/O Winchester APN: 910-060-009

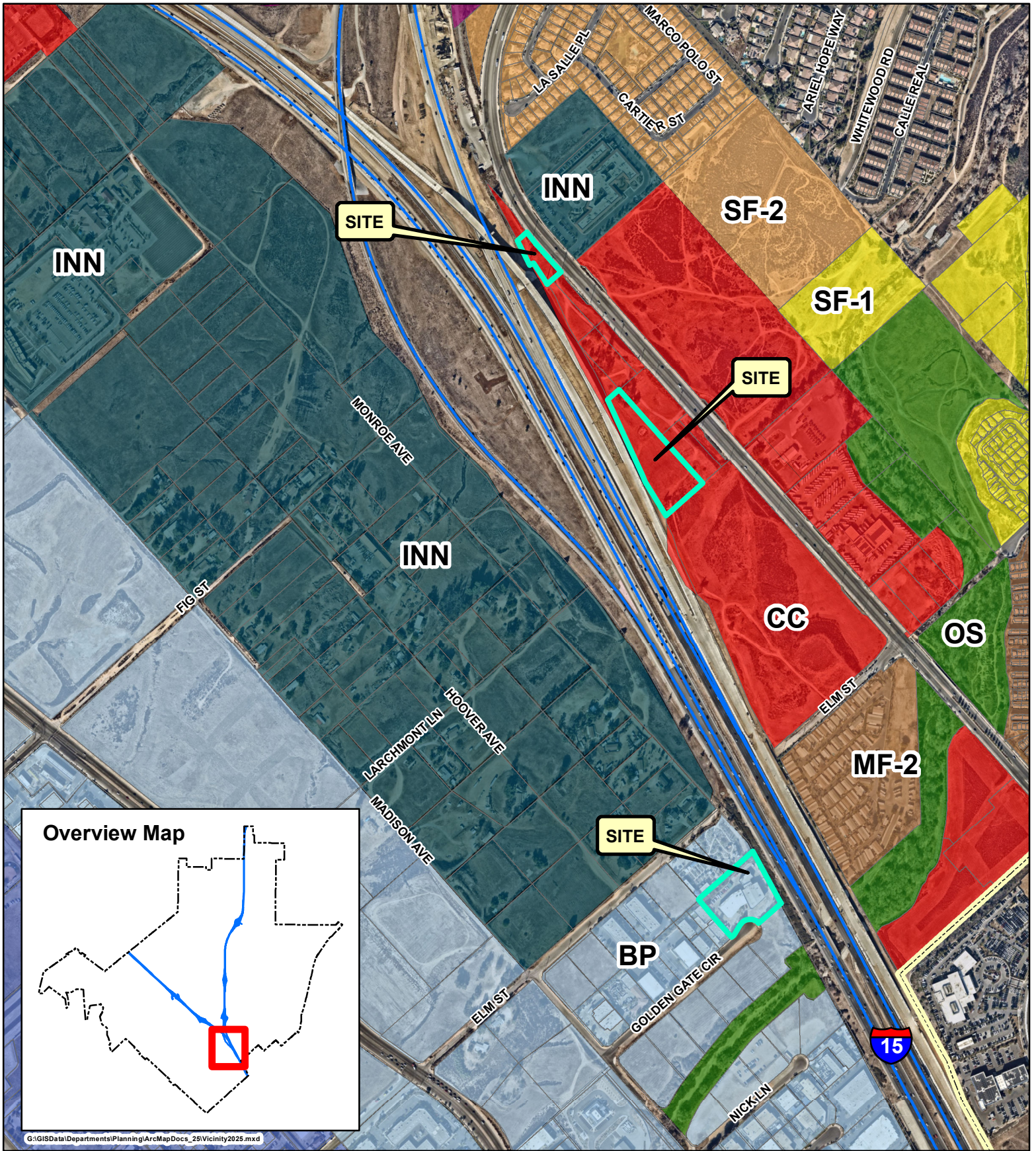
**EXHIBIT “E”**  
Conceptual Billboard Designs





ADDRESS \_\_\_\_\_  
DATE 6-6-22 \_\_\_\_\_  
DRAWING NUMBER \_\_\_\_\_





# LAMAR BILLBOARDS

5/14/2025



800 400 0 800 Feet



## Vicinity Map

APN: 910-210-055,  
910-020-081,  
910-060-019



## NOTICE OF EXEMPTION

### City of Murrieta Planning Division (Development Services Department)

**TO:** County Clerk and Recorder's Office  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

**FROM:** City of Murrieta  
Planning Division (DSD)  
1 Town Square  
Murrieta, CA 92562

**Project Title:** Development Agreement for Digital Billboards per Relocation Agreement

**Project Applicant:** LAMAR Central Outdoor, LLC

**Description of Project:** On December 20, 2022, the City and developer Lamar Central Outdoor, LLC entered into a Relocation Agreement in accordance with California Business and Professions Code Sections 5200 *et seq.* and Title 16 of the Murrieta Municipal Code to memorialize the terms and conditions upon which Developer will have the right to relocate and reconstruct certain legally existing billboards within the City. Pursuant to the terms of the Relocation Agreement, upon the permanent removal of the Removed Billboards (as defined in the Relocation Agreement), the Developer shall be entitled to reconstruct three (3) existing Billboards upon private property, subject to the approval of a ministerial sign permit and a Development Agreement. The locations of the 3 billboard signs and corresponding heights are located at 41001 Golden Gate Circle (57' tall), 25941 Jackson Avenue (85' tall), and 26171 Jackson Avenue (57' tall).

**Project Site Size:** The three project sites each have approximately 1,000 square feet of area for the footprint of the pole and trenching, placed upon larger parcels.

**Project Location:** The three Project sites are located at 1) I-15 WL 1.2 MI N/O Winchester APN: 910-210-055, 2) I-15 & 215 EL S/O Overpass S APN: 910-020-077, and 3) I-15 E/L 1.5 MI N/O Winchester APN: 910-060-009, Murrieta, California.

**Public Agency Approval:** On May 28, 2025, as part of their recommendation to City Council, the City of Murrieta Planning Commission determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) guidelines Section 15302 – Replacement or Reconstruction, and Section 15303 New Construction or Conversion of Small Structures and approved the project along with a recommendation to City Council.

**Exempt Status:** (*check one*)

- ☐ Ministerial (Section 21080 (b)(1); Section 15268).
- ☐ Declared Emergency (Section 21080 (b) (3); Section 15269(a)).
- ☐ Emergency Project (Section 21080 (b) (4); Section 15269(b)(c)).
- ☐ Statutory Exemption (Section Number: \_\_\_\_\_).
- ☒ Categorical Exemption: Class 2 and 3 (Section Numbers 15302 and 15303)
- ☐ The activity is not subject to CEQA (Section 15061(b)(3))

**Statement of Reasons Supporting the Finding that the Project is Exempt:** The project is exempt under Section 15302 (Class 2) – Replacement or Reconstruction, and Section 15303 (Class 3) New Construction or Conversion of Small Structures as the Project is located on the same sites as the structures to be replaced, will have substantially the same purpose and capacity as the structures to be replaced and is based upon a reduction of overall sign facilities that are comparable to the referenced examples of 10,000 square feet of building area. The sites have been reviewed for consistency with biological and lighting requirements, with no significant impacts identified. The site has necessary public services available, and each of the three sites is not found to be an environmentally sensitive area. The Project has conditions of approval that will require the replacement and/or conversion of the three signs to conform to stormwater regulations, cultural/paleo/biological regulations, and inspections will ensure that the Project complies with CEQA.

**Contact Person:** Jarrett Ramaiya, Deputy Director  
Signature: \_\_\_\_\_

**Phone Number:** (951) 461-6069  
Date: \_\_\_\_\_

**Received for Filing:** (To be completed by the County)

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DATE

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SIGNATURE/TITLE