ORDINANCE NO. 620-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING THE DEVELOPMENT AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC FOR THE RELOCATION OF BILLBOARDS SUBJECT TO A RELOCATION AGREEMENT

Summary: On December 20, 2022, the City and Lamar Central Outdoor, LLC (Developer) entered into a Relocation Agreement to memorialize the terms and conditions upon which the 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 sign permit and a Development Agreement. The Development Agreement authorizes the relocation or reconstruction of Billboards subject to the Relocation Agreement.

WHEREAS, in 2023 the City Council of the City of Murrieta ("City") adopted an ordinance amending the City's Development Code to allow Billboards in specified zoning districts subject to a Relocation Agreement; and

WHEREAS, the City Council subsequently approved a Relocation Agreement with Lamar Central Outdoor, LLC ("Lamar") to allow the relocation and reconstruction of three Billboards owned by Lamar and located on private property, subject to a Development Agreement; and

WHEREAS, pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement must be approved by ordinance following public hearings by the Planning Commission and City Council; and

WHEREAS, the City proposes an Ordinance approving a Development Agreement with Lamar to allow the relocation and reconstruction of the three Billboards as authorized in the Relocation Agreement; and

WHEREAS, the proposed Development Agreement establishes the design and operational requirements for the Billboards, and also sets forth the financial and other benefits to be received by the City consistent with the Relocation Agreement; and

WHEREAS, on May 28, 2025, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Development Agreement, at which a staff report was presented and evidence was provided in the record to support the findings required by Murrieta Development Code Section 16.54.070; and

WHEREAS, the Planning Commission, based on substantial evidence, considered the potential for environmental effects as§ a result of the proposed Development Agreement pursuant to the California Environmental Quality Act (CEQA), and determined that the proposed Development Code Amendment is exempt under Sections 15302 and 15303 of the CEQA Guidelines; and

WHEREAS, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and determined that the proposed Development

Agreement is appropriate, and adopted Resolution No. 2025-1437 recommending approval to the City Council; and

WHEREAS, on July 1, 2025 the City Council held a duly noticed public hearing on the proposed Development Agreement, at which the staff report and evidence was submitted into the record to support the findings required by the Murrieta Development Code Section 16.54.070; and

WHEREAS, following the public hearing the City Council introduced Ordinance No. (next in order).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. In accordance with Section 16.54.070 of the Murrieta Development Code, and based on all the information presented during the public hearing, the City Council finds that the proposed Development Agreement (a) will be in the best interest of the City; and (b) will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code. The facts supporting these findings are set forth in the staff report and in the resolution adopted by the Planning Commission.

SECTION 3. The City Council hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement pursuant to Section 16.54.060(D) of the Development Code.

SECTION 4. The City Council finds the introduction and adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines 15302 and 15303, because adopting the amendment will allow for the replacement or reconstruction of existing structures and new construction or conversion of small structures.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

INTRODUCED at a regular **meeting** of the City Council of the City of Murrieta, California, held on the _____ day of _____, 2025; and

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Murrieta, California, held on the ___ day of _____, 2025.

_____
Cindy Warren, Mayor

ATTEST:

_____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

ATTACHMENTS:

Exhibit A Development Agreement

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 620-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 620-25, was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

Cristal McDonald, City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:

City of Murrieta

WHEN RECORDED MAIL TO:

City of Murrieta
1 Town Square
Murrieta, California 92562
Attention: City Clerk

APNs: [910-210-055][910-020-081][910-060-019]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE) **(**Exempt from Recording Fees Pursuant to Gov. Code §6103**)**

DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF MURRIETA AND LAMAR CENTRAL OUTDOOR, LLC CONCERNING PROPERTIES LOCATED AT 1) I-15 WL 1.2 MI N/O WINCHESTER APN: 910-210-055, 2) I-15 & 215 EL S/O OVERPASS APN: 910-020-077, AND 3) I-15 E/L 1.5 MI N/O WINCHESTER APN: 910-060-009, MURRIETA, CALIFORNIA

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" set forth herein by and between the CITY OF MURRIETA, a municipal corporation organized and existing under the laws of the State of California ("City") and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("Developer"). The City and the Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereto agree as follows:

RECITALS

WHEREAS, the Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

WHEREAS, the California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 *et seq.*), and specifically Sections 5412 and 5443.5, empowers cities and sign owners to enter into relocation agreements on whatever terms are agreeable to such parties; and

WHEREAS, the Parties have entered into a Relocation Agreement dated December 20, 2022 and attached hereto as Exhibit "A" ("Relocation Agreement") in accordance with 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; and

WHEREAS, pursuant to the terms herein, Developer intends to construct and maintain three (3) double-sided Digital Outdoor Advertising Displays ("DOADs") with one (1) DOAD located on each of the three Sites, as defined herein; and

WHEREAS, in exchange for the right to relocate and reconstruct the DOADs, Developer will provide numerous public benefits to the City, by: (1) erecting a City Hall monument sign ("Monument Sign"), which will provide public messaging controlled by the City; (2) donating all unsold advertising space on the DOADs to the City for public service messaging; (3) contributing Two-Hundred and Fifty Thousand Dollars ($250,000.00) to the City per DOAD upon the Commencement Date; and (4) revenue sharing with the City in an amount of One Hundred Thousand Dollars ($100,000.00) annually per DOAD or twenty-five percent (25%) of the annual gross revenue of the DOAD, whichever is greater; and

WHEREAS, Developer possesses sufficient non-possessory interest in those certain parcels of real property by way of a grant of easement, each located entirely within City near the Interstate 15 Highway, the commonand legal descriptions of which are described below as "Sites"; and

WHEREAS, on May 28, 2025 the Planning Commission of the City, at a duly noticed public hearing to consider the approval of this Agreement, adopted PC Resolution No. 25-1437 recommending approval of this Agreement to the City Council and finding the Project, as defined below, categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines 15302 and 15303 regarding replacement or reconstruction of existing structures, and new construction or conversion of small structures; and

WHEREAS, the City Council has found that this Agreement is in the best 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 City's General Plan. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including facilitating the overall reduction of billboards in the City pursuant to the provisions of the Relocation Agreement and the replacement of less-desirable billboards to aesthetically pleasing billboards in conformance with current billboard standards; and

WHEREAS, on July 1, 2025, the City Council held a public hearing on this Agreement and considered the Planning Commission's recommendations and the testimony and information submitted by City staff, Developer, and members of the public. On _____, 2025, the City Council adopted Ordinance No. 620-25 (the "Adopting Ordinance"), finding this Agreement to be consistent with the City of Murrieta General Plan and approving this Agreement.

COVENANTS

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 in consideration of the covenants set forth herein, the parties hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings set forth below:

1.1 "Action" shall have the meaning ascribed in Section 8.7 of this Agreement.

1.2 "Adopting Ordinance" shall mean City Council Ordinance No. 620-25 approving and adopting this Agreement.

1.3 "Agreement" shall mean this Development Agreement, as the same may be amended from time to time.

1.4 "Agreement Date" shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

1.5 "Agreement Year" means one of the consecutive 12-month periods during the Term. The first Agreement Year begins on the Effective Date.

1.6 "Business Day" means any day the City's main offices located at 1 Town Square, Murrieta, California, are open to the public.

1.7 "Caltrans" means the California Department of Transportation.

1.8 "Caltrans Permits" means all permits and approvals that Developer must obtain from Caltrans to install, operate, and maintain the Digital Outdoor Advertising Displays in accordance with this Agreement.

1.9 "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code sections 21000-21177) and the implementing regulations promulgated thereunder by the Secretary for Resources (California Code of Regulations, Title 14, section 15000 *et seq.*), as the same may be amended from time to time.

1.10 "City" shall mean the City of Murrieta, a California general law city, and any successor or assignee of the rights and obligations of the City of Murrieta hereunder.

1.11 "City Council" shall mean the governing body of the City.

1.12 "City's Affiliated Parties" shall have the meaning ascribed in Section 10.1 of this Agreement.

1.13 "City Permits" means all building permits and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for Developer to install, operate, and maintain the Digital Outdoor Advertising Displays in accordance with this Agreement.

1.14 "Claim" shall have the meaning ascribed in Section 10.1 of this Agreement.

1.15 "Commencement Date" shall mean the date that each DOAD has become operational, i.e., the date construction of each of the three DOADs has been completed, final inspection by the City has occurred, and the DOAD is capable of displaying advertising copy electronically and is connected to a permanent power source, following receipt by Developer of all Development Approvals. Developer will provide to City a Notice of Commencement Date within five (5) business days following the completion of all of the foregoing for each DOAD.

1.16 "Cure Period" shall have the meaning ascribed in Section 8.1 of this Agreement.

1.17 "Default" shall have the meaning ascribed to that term in Section 8.1 of this Agreement.

1.18 "Develop" or "Development" shall mean to improve or the improvement of the Sites for the purpose of completing the structures, improvements, and facilities comprising the Project. The terms "Develop" and "Development," as used herein, do not include the maintenance, repair, reconstruction, replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

1.19 "Development Agreement Statute" shall mean California Government Code sections 65864-65869.5, inclusive.

1.20 "Development Plan" shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement. Such land use entitlements, approvals, and permits including, without limitation, approval of a Development Agreement authorizing such installation or construction.

1.21 "Development Regulations" shall mean the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Sites, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Developer's rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Developer in writing: the General Plan; the Development Plan; and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to Development of the Project on the Sites during the Term of this Agreement that are specifically set forth in Title 15 of the Municipal Code (Buildings & Construction) and Title 16 of the Municipal Code (Development Code).

1.22 "Developer" shall mean Lamar Central Outdoor, LLC, a Delaware limited liability company duly existing and operating, and any successors and assignees to all or any portion of the right, title, and interest of the DOADs in and to the easement rights of the Sites.

1.23 "Digital Display Area" or "Message Center" means the portion of the DOAD that consists of back-to-back digital (currently LED technology) display areas used for general commercial advertising, with each of the two display areas measuring nominally 14 feet high and 48 feet wide plus a framing around the display area.

1.24 "Digital Outdoor Advertising Displays or DOADs" shall mean collectively the three (3) double-sided billboards/outdoor advertising signs with 1) one located at Site 1, described herein; 2) one located at Site 2, described herein; and 3) one located at Site 3, described herein, which utilizes digital message technology on at least one (1) display face, capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements can be changed or altered electronically. This includes, without limitation, billboards/outdoor advertising signs also known as digital billboards or LED billboards. DOADs may be internally or externally illuminated and shall contain static messages only and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity.

1.25 "Effective Date" shall mean the latest of the following dates, as applicable: (i) the date that is thirty (30) days after the Agreement Date; (ii) if a referendum concerning the Adopting Ordinance or any of the Development Regulations approved on or before the Agreement Date is timely qualified for the ballot and a referendum election is held concerning the Adopting Ordinance or any of such Development Regulations, the date on which the referendum is certified resulting in upholding and approving the Adopting Ordinance and such Development Regulations and becomes effective, if applicable; (iii) if a lawsuit is timely filed challenging the validity or legality of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations approved on or before the Agreement Date, the date on which said challenge is finally resolved in favor of the validity or legality of the Adopting Ordinance, this Agreement, and/or the applicable Development Regulations, whether such finality is achieved by a final non-appealable judgment, voluntary or involuntary dismissal (and the passage of any time required to appeal an involuntary dismissal), or binding written settlement agreement. Promptly after the Effective Date occurs, the Parties agree to cooperate in causing an appropriate instrument to be executed and recorded against the Sites memorializing the Effective Date.

1.26 "Environmental Laws" means all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Sites or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*, as amended ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*, as amended ("RCRA");

the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 11001 *et seq*., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq*., as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*., as amended; the Clean Water Act, 33 U.S.C. Section 1251, *et seq*., as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq*., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 *et seq*., as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f *et seq*., as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401 *et seq*., as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 *et seq*., as amended; and California Health and Safety Code Section 25100, *et seq*.

1.27 "Hazardous Substances" means any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent or additive to or breakdown component from any such substance or waste, including without limitation any substance, waste, or material regulated under or defined as "hazardous" or "toxic" under any Environmental Law.

1.28 "Include" and its variants are not restrictive. For example, "includes" means "includes but not limited to," and "including" means "including but not limited to."

1.29 "Notice of Default" shall have the meaning ascribed in Section 8.1 of this Agreement.

1.30 "Operational" means each DOAD is capable, legally and functionally, of displaying advertising on the Digital Display Area.

1.31 "Party" or "Parties" shall mean either City or Developer or both, as determined by the context.

1.32 "Project" shall mean all improvements that Developer is authorized and/or required to construct with respect to the DOADs on each of the Sites, as provided in this Agreement and the Development Regulations, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

1.33 "Monument Sign" shall mean the monument sign built by Developer as a public benefit for the City, located at 1 Town Square, Murrieta, 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.

1.34 "Mortgage" shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a part or interest in the Sites, is pledged as security and contracted for in good faith and for fair value.

1.35 "Mortgagee" shall mean the holder of a beneficial interest under a Mortgage or any successor or assignee of the Mortgagee.

1.36 "Public Benefit Fee" shall have the meaning ascribed in Section 3.2 of this Agreement.

1.37 "Sign Structure" means the portion of the DOADs other than the Digital Display Area, and it includes all ancillary equipment and utilities installed on each of the Sites.

1.38 "Sites" means Site 1, Site 2 and Site 3, as defined herein.

1.39 "Site 1" means that certain portion of real property located at I-15 WL 1.2 MI N/O Winchester on Assessor's Parcel Number 910-210-055 in the City, as more specifically described in Exhibit "B-1" and depicted in Exhibit "B-2," attached hereto and incorporated herein.

1.40 "Site 2" means that certain portion of real property located at I-15 & 215 EL S/O Overpass in on Assessor's Parcel Number 910-020-081 (formerly 910-020-077) the City, as more specifically described in Exhibit "C-1" and depicted in Exhibit "C-2," attached hereto and incorporated herein.

1.41 "Site 3" means that certain portion of real property located at I-15 E/L 1.5 MI N/O Winchester on Assessor's Parcel Number 910-060-019 (formerly 910-060-009) in the City, as more specifically described in Exhibit "D-1" and depicted in Exhibit "D-2," attached hereto and incorporated herein.

1.42 "Subsequent Development Approvals" shall mean all discretionary development and building approvals that Developer is required to obtain to Develop the Project on and with respect to the Sites after the Agreement Date consistent with the Development Regulations and this Agreement, with the understanding that except as expressly set forth herein City shall not have the right subsequent to the Effective Date and during the Term of this Agreement to adopt or impose requirements for any such Subsequent Development Approvals that do not exist as of the Agreement Date.

1.43 "Term" shall have the meaning ascribed in Section 2.3 of this Agreement.

1.44 "Termination Date" shall be the thirty (30) year anniversary of the Effective Date, as said date may be extended in accordance with Section 6.1 of this Agreement.

1.45 "Transfer" shall have the meaning ascribed in Section 12 of this Agreement.

2. General Provisions.

2.1 Binding Effect of Agreement.

The Sites are each hereby made subject to this Agreement. Development of each of the Sites is hereby authorized and shall be carried out in accordance with the terms of this Agreement.

2.2 Developer Representations and Warranties Regarding Legal Interest in Each of the Sites and Related Matters Pertaining to this Agreement.

Developer and each person executing this Agreement on behalf of Developer hereby represents and warrants to City as follows: (i) that Developer has a legal interest in each of the Sites by possession of a non-exclusive perpetual grant of easement; (ii) that Developer or any co-owner comprising Developer is a legal entity that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) that Developer or any co-owner comprising Developer is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities

comprising Developer to enter into this Agreemen t have been taken and that Developer has the legal authority to enter into this Agreement; (v) that Developer's entering into and performing its obligations set forth in this Agreement will not result in a violation of any obligation, contractual or otherwise, that Developer or any person or entity comprising Developer has to any third party; (vi) that neither Developer nor any co-owner comprising Developer is the subject of any voluntary or involuntary petition; and (v ii) that Developer has no actual knowledge of any pending or threatened claims of any person or entity affecting the validity of any of the rep resentations and warranties set forth in clauses (i)- (vi), inclusive, or affecting Developer's authority or ability to enter into or perform any of its obligations set forth in this Agreement.

2.3 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the "Termination Date."

Notwithstanding any other provision set forth in this Agreement to the contrary, if either Party reasonably determines that the Effective Da te of this Agreement will not occur because (i) the Adopting Ordinance or any of the Devel opment Regulations approved on or before the Agreement Date for th e Project has/have b een disapproved by City's voters at a referendum election or (ii) a final non-appe alable judgment is entered in a judicial action challenging the validity or legality of th e Adopting Ordinance, this Agreement, and/or any of the Development Regulations for the Project approv ed on or before the Agreement Da te such that this A greement and/or any of such Development Regulations is/are invalid and unenforceable in whole or in such a substantial part that the judgment substantiall y impairs such Party's rights or substantially increases its obligations or risks hereunder or thereunder, then such Party, in its sole and absolute discretion, shall have the right to terminate this Ag reement upon delivery of a written notice of termination to the other Party, in which even t neither Party shall have any further rights or obligations hereunder except that Developer's indemnity obligations set forth in Section 10 shall remain in f ull force and effect and shall be enforc eable, and the Development Regulation s applicable to the P roject and the Sites on ly (but not those general Development Regulations applicable to other properties in the City) shall similarly be null and void at such time.

3. Public Benefits.

3.1 One-Time Payment.

As consideration for the City's approval and performance of its obligations set forth in this Agreement, Developer shall pay to City a non-refundable one-time payment of Two-Hundred and Fifty Thousand Dollars ($250,000.00) per DOAD, with such payment due to the City upon the Commencement Date for each DOAD (i.e., all thre e DOADs are not require d to be operational before the first payment is due).

3.2 Annual Public Benefit Fee.

As additional consideration for City's approval and performance of its obligations set forth in this Agreement, Developer shall pay to City an annual fee, that shall be in addition to any other fee or charge to which the Sites and the P roject would otherwise be subject, (herein, the "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. If there is a first and last partial calendar year during the term of the Agreement, the amount payable shall be prorated on the basis of a 365-day year. The commencement of the Annual Fee shall be paid on the date of the Commencement Date for each DOAD. Developer acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Annual Fee, that its obligation to pay the Annual Fee is an essential term of this Agreement and is not severable from City's obligations and Developer's vesting rights to be acquired hereunder, and that Developer expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of such fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 *et seq.*), or otherwise.

Beginning on the start of the 5th anniversary of the Commencement Date for each DOAD and every five (5) years thereafter during the Term, the Annual Fee shall be adjusted by the percentage increase in the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics for Riverside-San Bernardino-Ontario, CA, with a maximum increase of four percent (4%) in any given year, it being understood that under no circumstances shall the Annual Fee be adjusted to exceed twenty percent (20%) of the gross advertising revenue from the immediately preceding year. In the event there is no change in the CPI or in the event there is a decrease in the CPI for the prior calendar year, then the Annual Fee shall not be changed for the following five (5) years.

3.3 Other Public Benefits.

3.3.1 Monument Sign. As further consideration for City's Agreement to allow Developer to develop the DOADs, and regardless of Developer's intent to proceed with construction of any DOADs once this Agreement is executed, Developer shall donate a Monument Sign to City, which shall consist of two (2) digital faces, each approximately 4'10" H x 9'8" W in size, paid for by Developer to be placed and installed by Developer on City property. Developer will deliver the Monument Sign faces within approximately 12 weeks from written request by City. Except for the warranty provided below, Developer shall have no duty to maintain, service, replace, repair, or otherwise care for the installed Monument Sign and cannot guaranty against any hardware or electrical malfunctions. Except for the warranty provided below, City is solely responsible for the maintenance, service, replacement, repair and ultimate care of all parts of the Monument Sign.

Developer hereby provides a one (1) year warranty for the Monument Sign faces from the date the Monument Sign is installed and operational. Developer will also transfer all manufacturer's warranties to City.

3.3.2 Public Service Messages. As additional consideration for City's Agreement to allow Developer to develop the DOADs, City shall be entitled to place public service announcements on each Message Display Center, provided however, that such public service

announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages") and further provided that there is space available. 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. So long as there is space available, City shall be entitled to post up to one eight (8) second Public Service Message per minute on each Message Display Center on a continuous basis. Notwithstanding the foregoing, should City not utilize its allotment of advertising space, Developer shall be entitled to lease that time for other advertising purposes. For all Public Service Messages, City shall be responsible for providing Developer with the advertising copy and artwork. Developer shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall display the Public Service Message no more than 48 hours after receipt and approval of advertising copy.

3.4 Audit Books and Financial Records. Developer shall prepare and maintain proper, accurate and complete books and financial records regarding any revenue realized pursuant to this Agreement ("Financial Records"). All Financial Records of the Developer shall be maintained in accordance with generally accepted accounting principles. Developer shall make available for examination and copying such Financial Records (except for the copying of Developer's financial ledgers and statement). Developer shall keep and maintain all such Financial Records separate and distinct from other records and accounts and shall maintain such Financial Records for at least three (3) years after acceptance by City. With prior written notice of not less than ten (10) business days, City, at its sole expense, shall have the right to audit Developer's Gross Revenue Amount. If the statement of Gross Revenue Amount previously provided to City shall be found to be inaccurate for prior years of the Term, and Developer is found to have underpaid City the Annual Fee that should have been paid to City, Developer shall promptly pay to City such sums as may be necessary to settle in full the accurate amount of said Annual Fee that should have been paid to City for the period or periods covered by such inaccurate statement or statements. In addition, if said audit discloses an underpayment of greater than five percent (5%) with respect to the Gross Revenue Amount reported by Developer for the period or periods of said report(s), then Developer shall immediately pay to City its actual and reasonable costs of such audit (provided that in exercising its rights, the City shall not engage any auditor working on a contingency fee basis), plus five percent (5%) interest on the amount underpaid, but the application of such interest is limited to three (3) years before the time any underpayment should have been paid to the City.

4. Development of Project.

4.1 Applicable Regulations; Developer's Vested Rights and City's Reservation of Discretion with Respect to Subsequent Development Approvals.

Other than as expressly set forth in this Agreement, during the Term of this Agreement, Developer shall have the vested right to Develop the Project on and with respect to the Sites in accordance with the terms of the Development Regulations and this Agreement and City shall not prohibit or prevent development of the Sites on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit

or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals that are required for Development of the Project as of the Effective Date, or (iv) any environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. Furthermore, Developer shall obtain all rights for access, construction, maintenance utilities, etc. for the Project prior to the issuance of permits by the City.

Developer has expended and will continue to expend substantial amounts of time and money planning and preparing for Development of the Project. Developer represents and City acknowledges that Developer would not make these expenditures without this Agreement, and that Developer is and will be making these expenditures in reasonable reliance upon its vested rights to Develop the Project as set forth in this Agreement.

4.2 No Conflicting Enactments.

Except to the extent City reserves its discretion as expressly set forth in this Agreement, during the Term of this Agreement, City shall not apply to the Project or any of the Sites any ordinance, policy, rule, regulation, or other measure relating to Development of the Project that is enacted or becomes effective after the Effective Date to the extent it conflicts with this Agreement.

4.3 Reservations of Authority.

Notwithstanding any other provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 4.3 shall apply to and govern the Development of the Project on and with respect to the Sites.

4.3.1 Procedural Regulations. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Sites, provided that such procedural regulations are adopted and applied City-wide or to all other properties similarly situated in City.

4.3.2 Processing and Permit Fees. City shall have the right to charge and Developer shall be required to pay all applicable processing and permit fees to cover the reasonable cost to City of processing and reviewing applications and plans for any required Subsequent Development Approvals, building permits, excavation and grading permits, encroachment permits, and the like, for performing necessary studies and reports in connection therewith, and monitoring compliance with any requirements applicable to Development of the Project, all at the rates in effect at the time fees are due.

4.3.3 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies governing Development which do not conflict with the Development Regulations, or with respect to such regulations that do conflict, where Developer has consented in writing to the regulations, shall apply to the Sites.

4.3.4 Overriding Federal and State Laws and Regulations. Federal and state laws and regulations that override Developer's vested rights set forth in this Agreement shall apply to the Sites, together with any City ordinances, resolutions, regulations, and official policies that are necessary to enable City to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Developer does not waive its right to challenge or contest the validity of any such purportedly overriding federal, state, or City law or regulation; and (ii) upon the discovery of any such overriding federal, state, or City law or regulation that prevents or precludes compliance with any provision of this Agreement, City or Developer shall provide to the other Party a written notice identifying the federal, state, or City law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter City and Developer shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or City law or regulation. In such negotiations, City and Developer agree to preserve the terms of this Agreement and the rights of Developer as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Developer at no cost to City in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Developer. City also agrees to process in a prompt manner Developer's proposed changes to the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or City law or regulation; provided, however, that the approval of such changes by City shall be subject to the discretion of City, consistent with this Agreement.

4.3.5 Uniform Building Standards. Existing and future building and building-related standards set forth in the uniform codes adopted and amended by City from time to time, including building, electrical, and fire codes, and any modifications and amendments thereof shall all apply to the Project and the Sites to the same extent that the same would apply in the absence of this Agreement.

4.3.6 Public Works Improvements. To the extent Developer constructs or installs any public improvements, works, or facilities, the City standards in effect for such public improvements, works, or facilities at the time of City's issuance of a permit, license, or other authorization for construction or installation of same shall apply.

5. Implementation

5.1 Developer shall maintain the Sign Structures and shall maintain, repair, and improve the DOADs in accordance with the standards of the outdoor-advertising industry. Developer's maintenance obligation under this Section 5.1 includes the obligation to remove any graffiti from, and make any repairs to, the Sign Structures and the DOADs within 48 hours of notification.

5.2 Developer voluntarily covenants and agrees for itself, its successors and assigns, to prohibit advertising displayed on the Digital Display Area for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.

5.3 The technology currently being deployed for DOADs is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. Developer is authorized to change the DOADs to any other technology that operates under the maximum brightness standards set forth in Section 5.4 of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

5.4 DOAD illumination is expressly permitted when operated within these standards.

5.4.1 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.

5.4.2 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'.

5.4.3 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.

5.4.4 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.

5.4.5 No DOAD shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways.

5.5 The DOAD shall be operated with systems and monitoring to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.

5.6 No DOAD shall simulate or imitate any directional, warning, danger or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."

5.7 No DOAD shall exceed 4050 lumens between the hours of 10PM and sunrise.

5.8 Prior to the issuance of any permits, Developer shall provide all studies and approvals necessary for the City to approve Project in compliance with the City's obligations under the Western Riverside Multi-Species Habitat Conservation Plan.

5.9 Prior to the issuance of any permits, Developer shall provide City with copies of executed leases, recorded easements for access, utilities, maintenance, and any other documents required for the City to reasonably determine that Developer can construct and maintain the Improvements on the Sites for the Term of the Agreement in addition to any available extensions.

6. Amendment or Cancellation of Agreement

This Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code section 65868 or by unilateral termination by City in the event of an uncured default of Developer.

6.1 Extension.

Developer may request up to, and upon receipt of a written request from Developer, City may grant two (2) five (5) year extensions that extend the Term of this Agreement for a total of ten (10) additional years provided that Developer has submitted its written request to extend this Development Agreement.

7. Enforcement.

Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Sites.

8. Events of Default.

8.1 General Provisions.

In the event of any material default, breach, or violation of the terms of this Agreement ("Default"), the Party alleging a Default shall have the right to deliver a written notice (each, a "Notice of Default") to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time to remedy such default. If the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) days in the event of non-monetary Defaults) in which the Default must be cured (the "Cure Period"). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion.

8.2 Default by Developer.

If Developer is alleged to have committed Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Developer's appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Developer's appeal of the Notice of Default is timely and in good faith but after a public hearing of Developer's appeal the City Council concludes that Developer is in

Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 9.1 shall be extended until the City Council's denial of Developer's appeal is communicated to Developer.

8.3 City's Option to Terminate Agreement.

In the event of an alleged Developer Default, City may not terminate this Agreement without first delivering a written Notice of Default and providing Developer with the opportunity to cure the Default within the Cure Period, as provided in Section 8.1, and complying with Section 8.2 if Developer timely appeals any Notice of Default with respect to a non-monetary Default. A termination of this Agreement by City shall be valid only if good cause exists and is supported by evidence presented to the City Council at or in connection with a duly noticed public hearing to establish the existence of a Default. The validity of any termination may be judicially challenged by Developer. Any such judicial challenge must be brought within ninety (90) calendar days of service on Developer, by first class mail, postage prepaid, of written notice of termination by City or a written notice of City's determination of an appeal of the Notice of Default as provided in Section 8.2.

8.4 Default by City.

If Developer alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Developer may pursue any remedy, including any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City's obligations set forth in this Agreement. Upon a City Default, any resulting delays in Developer's performance hereunder shall neither be a Developer Default nor constitute grounds for termination or cancellation of this Agreement by City and shall, at Developer's option (and provided Developer delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.

8.5 Waiver.

Failure or delay by either Party in delivering a Notice of Default shall not waive that Party's right to deliver a future Notice of Default of the same or any other Default.

8.6 Monetary Damages.

The Parties agree that monetary damages shall not be an available remedy for either Party for a Default hereunder by the other Party; provided, however, that (i) nothing in this Section 8.6 is intended or shall be interpreted to limit or restrict City's right to recover the Annual Fees due from Developer as set forth herein; and (ii) nothing in this Section 8.6 is intended or shall be interpreted to limit or restrict the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Section 13.

8.7 No Personal Liability of City Officials, Employees, or Agents.

In any judicial proceeding, arbitration, or mediation (collectively, an "Action") between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement,

the prevailing Party shall recover all of its actual and reasonable costs and expenses, regardless of whether they would be recovera ble under California Code of Civil Procedure section 1033.5 or California Civil Code section 1717 in the absence of this Agreement. Th ese costs and expenses include expert witness fees, atto rneys' fees, and costs of inves tigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action, regardless of whether the Action is prosecuted to a final judgment or decision. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement.

9. Force Majeure.

Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused, through no fau lt of the P arty whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, wars, epidemics, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions. Except as specified above, nonperfo rmance shall not be excused because of the act or omission of a third person. I n no event shall the occurrence of an event o f force majeure operate to extend the Term of th is Agreement. In addition, in no event shall th e time for performance of a monetary obligation, including without limitation Developer's obligation to pay Public Benefit Fees, be extended pursuant to this Section.

10. Indemnity Obligations of Developer.

10.1 Indemnity Arising from Acts or Omissions of Developer.

Except to the extent caused by the intentiona l misconduct or negli gent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, and contractors (collectively, the "City 's Affiliated Parties"), Developer shall inde mnify, defend, and hold harmless City and City's Affiliated Parties from and against all non-P arty brought suits, claims, liabilities, losses, dama ges, penalties, obligat ions, and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, a "Claim") that may arise, directly or indirectly, from the acts, omissions, or operations of De veloper or Developer's agents, contractors, subcontractors, agents, or employees in the course of Development of th e Project or any other activities of Developer relating to the Sites, the Site, or pursuant to this Agreement. City shall have the right to select and retain counsel to defend any Claim filed ag ainst City and/or any of City's Affiliated Parties, and Developer shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Se ction 10.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

10.2 Third Party Litigation.

In addition to its indemnity obligations set forth in Section 10.1, Developer shall indemnify, defend, and hold harmless City and City 's Affiliated Parties from and against any Claim against City or City's Af filiated Parties seeki ng to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the

Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. City shall be entitled to retain separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Developer's indemnity obligation, provided that such counsel shall reasonably cooperate with Developer in an effort to minimize the total litigation expenses incurred by Developer. In the event either City or Developer recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Developer shall be entitled to retain the same (provided it has fully performed its indemnity obligations hereunder). The indemnity provisions in this Section 10.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11. <u>Liability Insurance Coverage and Limits</u>.

Commencing upon the Effective Date and throughout the duration of the Term (and during any extensions, if applicable), Developer shall procure and maintain at its own expense, during the Term of this Agreement:

a. Comprehensive General Liability Insurance, of not less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Developer or its officers, employees, servants, volunteers, and agents and independent contractors. All insurance policies shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors as additional insureds.

b. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

c. Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

All insurance policies shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors as additional insureds.

11.1 Policy Form, Content and Insurer. All insurance required by the provisions of this Agreement shall be carried only with insurance companies licensed to do business in this state with Best's Financial Rating of A VII or better or otherwise acceptable to City.

11.2 All such policies required by the provisions of this Agreement shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, (ii) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to City and (iii) City shall not be liable for any premiums or assessments. The insurer under the policy of property insurance for the Sites shall also waive its rights of subrogation against City and City's members, officers, employees, agents and contractors.

11.3 All deductibles or self-insured retentions shall be commercially reasonable for companies of similar net worth as Developer.

11.4 Upon Developer's execution and delivery of this Agreement, Developer shall deliver to City certificates of insurance evidencing the insurance coverages specified in this Section 11. Developer shall thereafter deliver to City original certificates and amendatory endorsements evidencing the insurance coverages required by this Section upon renewal of any insurance policy. Full copies of the policies shall be made available to City upon request.

12. Assignment.

Developer shall have the right to sell, transfer, or assign (hereinafter, collectively, a "Transfer") Developer's interest to the Sites, in whole or in part, to a Permitted Transferee (which successor, as of the effective date of the Transfer, shall become the "Developer" under this Agreement) at any time from the Agreement Date until the Termination Date; provided, however, that any such transfer shall include the assignment and assumption of Developer's rights, duties, and obligations set forth in or arising under this Agreement as to the Site or the portion thereof so Transferred and shall be made in strict compliance with the following conditions precedent:

(i) no transfer or assignment of any of Developer's rights or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Site at issue; and (ii) prior to the effective date of any proposed Transfer, Developer (as transferor) shall notify City, in writing, of such proposed Transfer and deliver to City a written assignment and assumption, executed in recordable form by the transferring and successor Developer and in a form subject to the reasonable approval of the City Attorney of City (or designee), pursuant to which the transferring Developer assigns to the successor Developer and the successor Developer assumes from the transferring Developer all of the rights and obligations of the transferring Developer with respect to the Site at issue or portion thereof to be so Transferred, including in the case of a partial Transfer the obligation to perform such obligations that must be performed outside of the Site so Transferred that are a condition precedent to the successor Developer's right to develop the portion of the Site so Transferred. Any Permitted Transferee shall have all of the same rights, benefits, duties, obligations, and liabilities of Developer under this Agreement with respect to the portion of the Site sold, transferred, and assigned to such Permitted Transferee; provided, however, that in the event of a Transfer of less than all of the Site no such Permitted Transferee shall have the right to enter into an amendment of this Agreement that jeopardizes or impairs the rights or increases the obligations of the Developer with respect to the balance of the Site.

Notwithstanding any Transfer, the transferring Developer shall continue to be jointly and severally liable to City, together with the successor Developer, to perform all of the transferred obligations set forth in or arising under this Agreement unless there is full satisfaction of all of the following conditions, in which event the transferring Developer shall be automatically released from any and all obligations with respect to the portion of the Site so Transferred: (i) the transferring Developer no longer has a legal or equitable interest in the portion of the Site so Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Developer is not then in Default under this Agreement and no condition exists that with the passage of time or the

giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Developer has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 11; and (iv) the successor Developer either (A) provides City with substitute security equivalent to any security previously provided by the transferring Developer to City to secure performance of the successor Developer's obligations hereunder with respect to the Site or the portion of the Site so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Developer either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Developer has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project.

13. Mortgagee Rights.

a. Encumbrances on Site.

The Parties agree that this Agreement shall not prevent or limit Developer in any manner from encumbering the Sites, any part of the Sites, or any improvements on the Sites with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

b. Mortgagee Not Obligated.

Notwithstanding the provisions of this Section 13, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Developer or other affirmative covenants of Developer, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.

c. Notice of Default to Mortgagee; Right of Mortgagee to Cure.

Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of any default by Developer of its obligations set forth in this Agreement.

Each Mortgagee shall have a further right, but not an obligation, to cure the Default within thirty (30) days after receiving a Notice of Default with respect to a monetary Default and within sixty (60) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Site, then the Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within sixty (60) days after obtaining possession and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the sixty (60)-day period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within sixty (60) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure

the Default, provided the Mortgagee promptly commences to cure the non-monetary Default within sixty (60) days and diligently prosecutes the cure to completion.

14. Miscellaneous Terms.

a. Notices.

Any notice or demand that shall be required or permitted by law or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

To City:	City of Murrieta 1 Town Square Murrieta, California 92562 Attn: City Manager
With a copy to:	City Attorney Aleshire & Wynder, LLP 18881 Von Karman Ave, #1700 Irvine, California 92612 Attn: Tiffany J. Israel
To Developer:	Lamar Central Outdoor, LLC 449 East Parkcenter Circle South San Bernardino, California 92408 Attn: Brian Smith
With a copy to:	Stream Kim Hicks Wrage & Alfaro 3403 Tenth Street, Suite 700 Riverside, CA 92501 Attn: Theodore K. Stream, Esq.

Either Party may change the address stated in this Section 13.1 by delivering notice to the other Party in the manner provided in this Section 13.1, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

b. Project as Private Undertaking.

The Development of the Project is a private undertaking. Neither Party is acting as the agent of the other in any respect, and each Party is an independent contracting entity with respect to the terms, covenants, and conditions set forth in this Agreement. This Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the

Parties is that of a government entity regulating the Development of private property with a legal interest in the property.

c. Attorney Fees.

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

d. Cooperation.

Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record the required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

e. Estoppel Certificates.

At any time, either Party may deliver written notice to the other Party requesting that that Party certify in writing that, to the best of its knowledge: (i) this Agreement is in full force and effect and is binding on the Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if this Agreement has been amended, the Party providing the certification shall identify the amendments or modifications; and (iii) the requesting Party is not in Default in the performance of its obligations under this Agreement and no event or situation has occurred that with the passage of time or the giving of Notice or both would constitute a Default or, if such is not the case, then the other Party shall describe the nature and amount of the actual or prospective Default.

The Party requested to furnish an estoppel certificate shall execute and return the certificate within thirty (30) days following receipt.

f. Rules of Construction.

The singular includes the plural; the masculine and neuter include the feminine; “shall” is mandatory; and “may” is permissive.

g. Time Is of the Essence.

Time is of the essence regarding each provision of this Agreement as to which time is an element.

h. Waiver.

The failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.

i. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.

j. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Agreement.

k. Severability.

If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Development to be permitted and operated and to provide the Annual Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the Parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

l. Construction.

Both City and Developer are sophisticated parties who were represented by independent counsel throughout the negotiations. City and Developer each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Agreement in favor of or against either Party.

m. Successors and Assigns; Constructive Notice and Acceptance.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Sites: (i) is for the benefit of and is a burden upon every portion of the Sites; (ii) runs with the Sites and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership interests of the Sites or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Sites

is and shall be conclusively de emed to have consented and agr eed to every p rovision of this Agreement.

n. No Third-Party Beneficiaries.

The only Parties to th is Agreement are City and Developer. This Agreement does not involve any third-party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.

o. Applicable Law and Venue.

This Agreement shall be construed and enforce d consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, or the United States District Court for this County. The Parties waive all provisions of law pr oviding for the removal or change of venue to any other court.

p. Section Headings.

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

q. Incorporation of Recitals and Exhibits.

All of the Recitals are incorporated into this Agreement by this reference. Exhibits A, B-1, B-2, C-1, C-2, D-1 and D-2 are attached to this Ag reement and incorporated by this reference as follows:

EXHIBIT DESIGNATION	DESCRIPTION
A	Relocation Agreement
B-1	Legal Description of Site 1
B-2	Depiction of Site 1
C-1	Legal Description of Site 2
C-2	Depiction of Site 2
D-1	Legal Description of Site 3
D-2	Depiction of Site 3

r. Recordation.

The City Clerk of City shall record this Agreement and any amendment, modification, or cancellation of this Agreement in the Office of the County Recorder of the County of Riverside within the period required by California Government Code section 65868.5. The date of recordation of this Agreement shall not modify or amend the Effective Date or the Termination Date.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT

"DEVELOPER"

By:

By: _____

Name: C. Todd Porter

Title: VP & General Manager

"CITY"

CITY OF MURRIETA, a municipal corporation

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On_____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____and_____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____
Notary Public in and for
said County and State

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On_____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____and_____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

_____
Notary Public in and for
said County and State

EXHIBIT A

RELOCATION AGREEMENT

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 1997Agreement 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

With a Copy to:

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

If to the City:

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

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

Tiffany Israel, City Attorney

"LAMAR"

LAMAR CENTRAL OUTDOOR

By: C. Todd Porter

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 it 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

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, ½ 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 not 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

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.: 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.: 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.: 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 20th day of August, 1996.

MAYOR
City of Murrieta

ATTEST:

CITY CLERK
City of Murrieta

APPROVED AS TO FORM:

CITY ATTORNEY

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

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 Land Use Designation	Existing Zoning	Existing 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 communcation 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-

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 Dorthea 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

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

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.

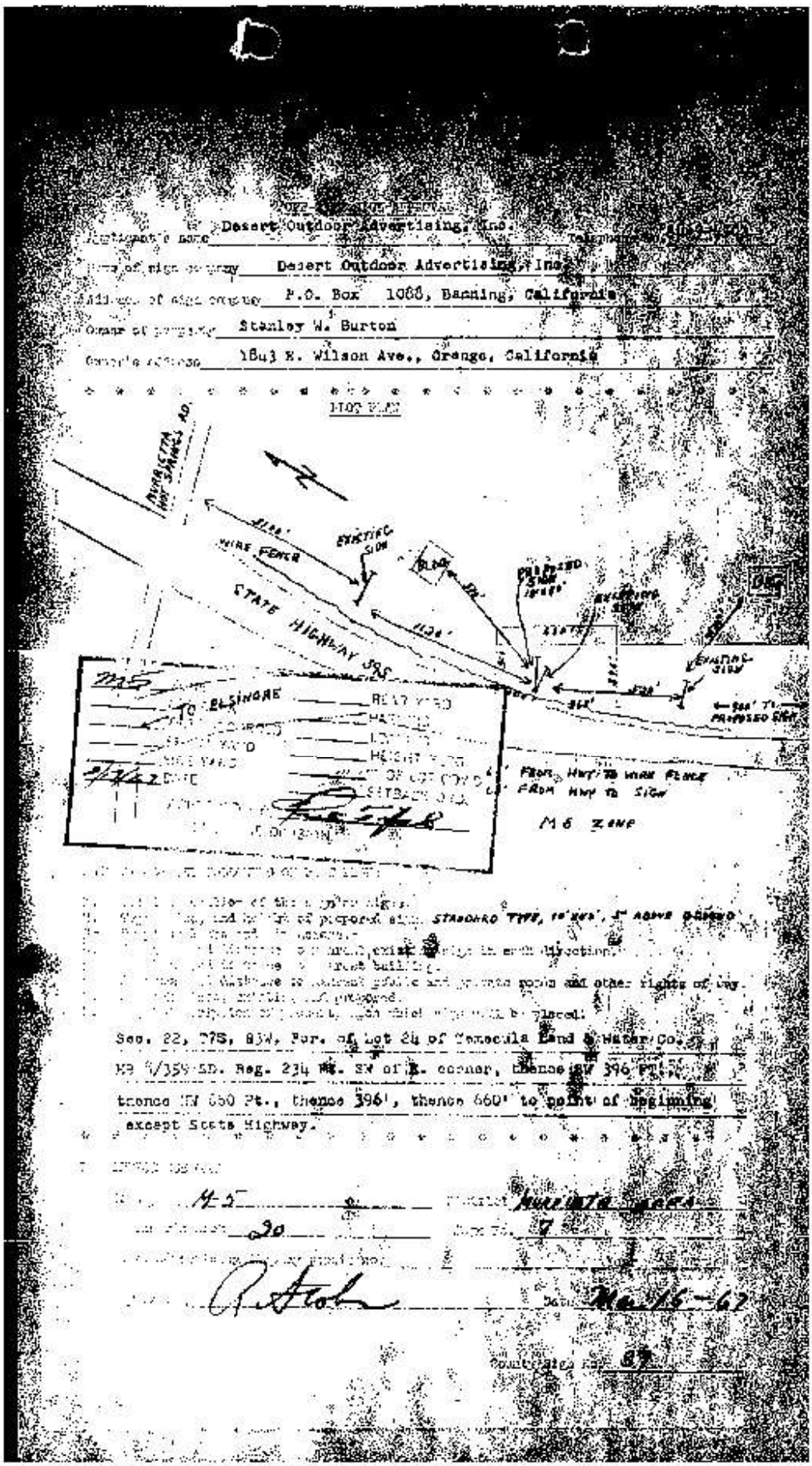
   FACTS: The requested zone change to industrial will not in and of itself create any adverse impacts to affect the public health, safety and welfare of the surrounding property owners. All future development plans will be required to comply with all applicable health, building and zoning codes.

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.



Desert Outdoor Advertising, Inc.

Name of sign company Desert Outdoor Advertising, Inc.

Address of sign company P.O. Box 1088, Banning, California

Owner of property Stanley W. Burton

Owner's address 1845 E. Wilson Ave., Orange, California

SITE PLAN

PROPOSED SIGN LOCATION

400' WIRE FENCE

EXISTING SIGN

1134'

STATE HIGHWAY 395

TO ELSINORE

FROM HWY TO WIRE FENCE

FROM HWY TO SIGN

M-2 ZONE

STANDARD TYPE, 10'6", 2" ABOVE GROUND

Sec. 22, T7S, R3W, Por. of Lot 24 of Temecula Land & Water Co.

M.B. 7/359 SD. Beg. 234 Ft. SW of E. corner, thence SW 396 Ft.,

thence NW 660 Ft., thence 396', thence 660' to point of beginning

except Scots Highway.

M-2

30

Mar 15-67

EXHIBIT "B"
Removed Billboards

Sign No.	Board Lease No.	Display Nos.	Location
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

Sign No.	Board Lease No.	Display Nos.	Location
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

EXHIBIT B-1

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MURRIETA AND DESCRIBED AS FOLLOWS:

PARCEL A OF THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 3184 RECORDED NOVEMBER 07, 2006 AS INSTRUMENT NO. 2006-0823469 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PARCELS 13 AND 14 AS SHOWN ON PARCEL MAP 21997 RECORDED IN PARCEL MAP BOOK 184 PAGES 28 AND 29 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER RIVERSIDE, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID PARCEL 13;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 13 AND 14, NORTH 48° 21' 18" EAST, 377.33 FEET TO THE NORTH CORNER OF SAID PARCEL 14;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 28° 41' 07" EAST, 311.13 FEET TO THE EAST CORNER OF SAID PARCEL 14;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 48° 37' 40" WEST, 152.60 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CUL-DE-SAC OF GOLDEN GATE CIRCLE AS SHOWN ON SAID MAP, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.00 FEET, THE PREVIOUS COURSE BEING RADIAL TO SAID CURVE;

THENCE, CONTINUING ALONG THE SOUTHEAST LINE OF SAID PARCEL 14 AND THE SOUTHEAST LINE OF SAID PARCEL 13, SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 107° 12' 31", 114.14 FEET;

THENCE CONTINUING ALONG SAID LINE, SOUTH 31° 25' 09" WEST, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 12' 31", 30.04 FEET TO THE SOUTH CORNER OF SAID PARCEL 13;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 13, RADIAL TO SAID CURVE, NORTH 41° 22' 20" WEST, 262.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-2

DEPICTION OF SITE 1

Pole Cover Details:

6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

Base section to have textured finish with light gray paint. Darker accent lines as shown.

PROJECT INFORMATION

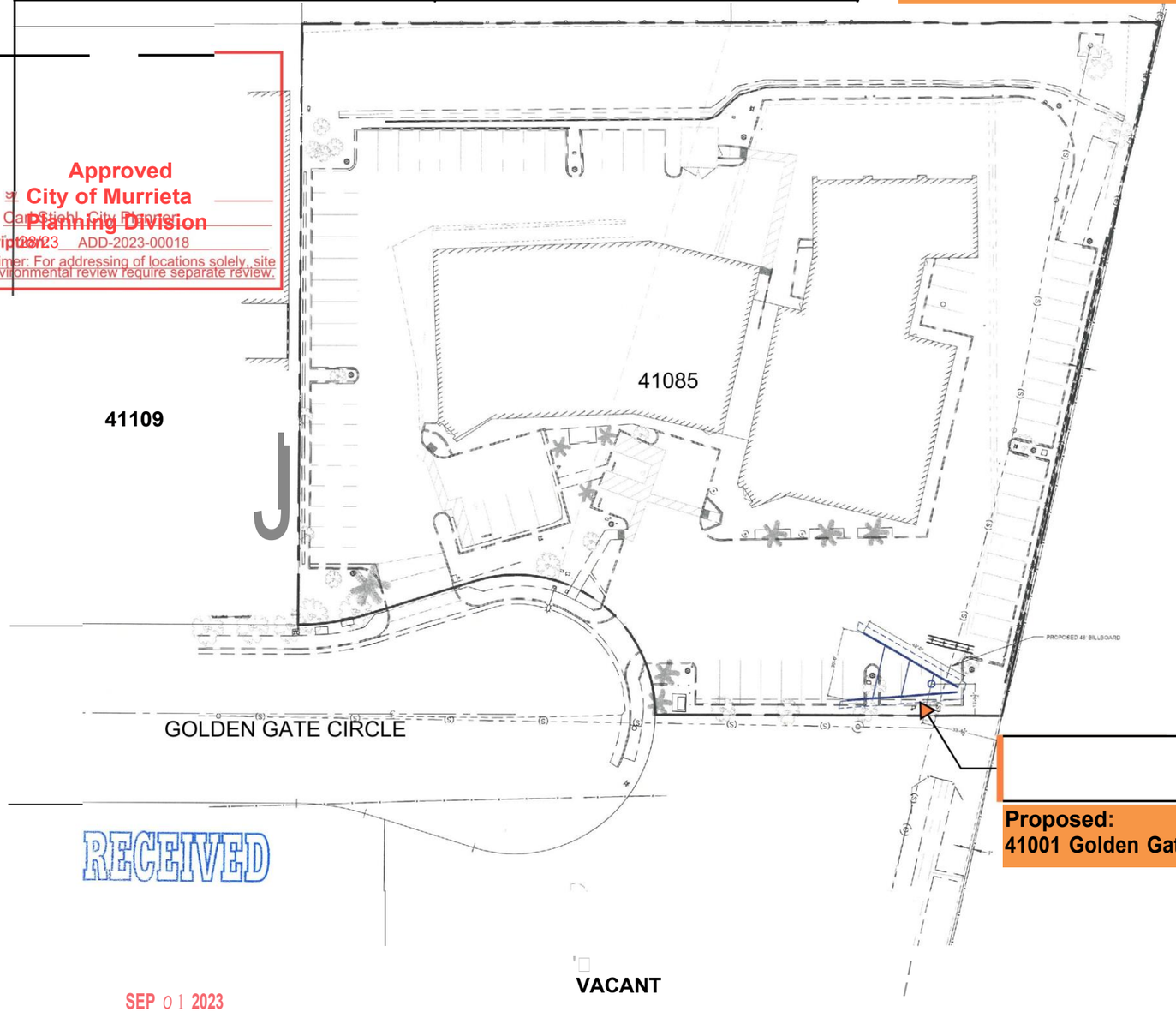
PROJECT:	NEW 14'x48' DIGITAL BILLBOARD
PROPERTY ADDRESS:	41085 GOLDEN GATE CIRLCE, MURRIETA, CA 92562
APN:	910-210-055
SCOPE OF WORK:	DEMOLISH EXISTING SIGN, CONSTRUCT NEW DIGITAL SIGN IMTHIN THE TWO EASEMENTS (E12 & E23)AS WELL AS THE 15' AIRSPAC EASEMENT ON THE ADJACENT PROPERTY (IF NECCESSARY).

ZONING INFORMATION

ZONING:	INNOVATION
LOT AREA:	96,267.6 SQ.FT. (2.21 ACRES)
PARKING:	REMOVE ONE

Addressing Application:
ADD-2023-00018
Location 1 of 4
Golden Gate Circle Location

Approved
City of Murrieta
Planning Division
Carl Stiehl, City Planner
Date: 09/01/23 ADD-2023-00018
By:
Disclaimer: For addressing of locations solely, site and environmental review require separate review.



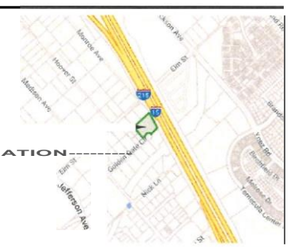
RECEIVED
SEP 01 2023
CITY OF MURRIETA
DEVELOPMENT SERVICES DEPT
PLANNING DIVISION
A-OD- 00-18

Proposed:
41001 Golden Gate Circle

SITE PLAN
SCALE "1"=300'

1 A1.00

KEY MAP



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MURRIETA AND DESCRIBED AS FOLLOWS:

PARCEL A OF THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 3184 RECORDED NOVEMBER 07, 2006 AS INSTRUMENT NO. 2006-0823469 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PARCELS 13 AND 14 AS SHOWN ON PARCEL MAP 21997 RECORDED IN PARCEL MAP BOOK 184 PAGES 28 AND 29 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER RIVERSIDE, CALIFORNIA.DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID PARCEL 13:

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 13 AND 14, NORTH 48• 21' 18" EAST, 377.33 FEET TO THE NORTH CORNER OF SAID PARCEL 14;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 28. 41' 07" EAST, 311.13 FEET TO THE EAST CORNER OF SAID PARCEL 14;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 48• 37' 40" WEST, 152.60 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CUL-DE-SAC OF GOLDEN GATE CIRCLE AS SHOWN ON SAID MAP, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.00 FEET, THE PREVIOUS COURSE BEING RADIAL TO SAID CURVE;

THENCE, CONTINUING ALONG THE SOUTHEAST LINE OF SAID PARCEL 14 AND THE SOUTHEAST LINE OF SAID PARCEL 13, SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 107• 12' 31", 114.14 FEET;

THENCE CONTINUING ALONG SAID LINE, SOUTH 31" 25' 09" WEST, SO.DO FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17" 12' 31". 30.04 FEET TO THE SOUTH CORNER OF SAID PARCEL 13;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 13, RADIAL TO SAID CURVE, NORTH 41° 22' 20" WEST, 292.74 FEET TO THE POINT OF BEGINNING.

EASEMENTS (ITEMS OF EXCEPTIONS IN TITLE REPORT)

8 ITEM 10: THE CENTERLINE OF UNDISCLOSED WIDTH EASEMENT AND RIGHTS INCIDENTAL THERETO FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES TO CALIFORNIA ELECTRIC POWER COMPANY, AS SET FORTH IN A DOCUMENT RECORDED AUGUST 14, 1957, IN BOOK 2133 PAGE 407, OF OFFICIAL RECORDS.

W

ITEM 11: A 30' EASEMENT FOR INGRESS AND EGRESS TO RONALD FREDERICK OWEN AND MAY ELIZABETH OWEN, HUSBAND AND WIFE AS JOINT TENANTS, AS SET FORTH IN A DOCUMENT RECORDED MARCH 13, 1980, AS INSTRUMENT NO. 48634, OF OFFICIAL RECORDS.

AFFECTS THE SOUTHERLY 30' OF SAID LAND.

@ ITEM 12: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR CONSTRUCTION, REPLACEMENT AND REMOVAL OF A BILLBOARD ADVERTISING SIGN, INCLUDING SUCH ADDITIONAL SIGNS AS SAID GRANTEE MAY IN FUTURE REQUIRE TO RANCON CORPORATION, A CALIFORNIA CORPORATION, AS SET FORTH IN A DOCUMENT RECORDED JUNE 2, 1986, AS INSTRUMENT NO. 127161, OF OFFICIAL RECORDS.

SAID DOCUMENT WAS MODIFIED BY AN INSTRUMENT RECORDED ON DECEMBER 31, 1986, AS INSTRUMENT NO. 337229, OF OFFICIAL RECORDS.

A DOCUMENT RECORDED SEPTEMBER 22, 2005 AS INSTRUMENT NO. 2005-0785189 OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO TLC PROPERTIES, INC., A LOUISIANA CORPORATION.

@

ITEM 20: AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF MURRIETA PER PARCEL MAP NO. 21997 FILED IN BOOK 184, PAGE 28AND 29, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

@ AFFECTS: THE EASTERLY 10' OF SAID LAND.

ITEM 21: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR COLLECTION AND TRANSMISSION OF SEWAGE TO EASTERN MUNICIPAL WATER DISTRICT, AS SET FORTH IN A DOCUMENT RECORDED MAY 14, 1996, AS INSTRUMENT NO. 177006, OF OFFICIAL RECORDS, REF: RB-4032.

ITEM 23: THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN DOCUMENT, ENTITLED "INDIVIDUAL GRANT DEED", RECORDED JULY 18, 2003, AS INSTRUMENT NO. 2003-538660, OF OFFICIAL RECORDS.

ITEM 26: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR RIGHT-OF-WAY FOR PIPELINE OR PIPELINES TO RANCHO CALIFORNIA WATER DISTRICT, A PUBLIC CORPORATION, AS SET FORTH IN A DOCUMENT RECORDED NOVEMBER 14, 2005, AS INSTRUMENT NO. 2005-0941366, OF OFFICIAL RECORDS.

ITEM 27: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR SEWER EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT, A MUNICIPAL WATER DISTRICT, AS SET FORTH IN A DOCUMENT RECORDED MAY 25, 2007, AS INSTRUMENT NO.2007-0347656, OF OFFICIAL RECORDS.

E28 ITEM 28: AIRSPACE EASEMENT FOR OUTDOOR ADVERTISING STRUCTURE TO TLC PROPERTIES, LLC, AS SET FORTH IN DOCUMENT RECORDED DECEMBER 13, 2022, AS INSTRUMENT NO. 2022-0501290, OF OFFICIAL RECORDS.

41085 GOLDEN GATE CIR.
MURRIETA, CA 92562

DUKE ENGINEERING
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

SHEET TITLE
SITE PLAN

SHEET
A1.00

Project No. 23035

EXHIBIT C-1

LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF LAND LOT 125 AS SHOWN ON TEMECULA LAND AND WATER COMPANY, RECORDED IN BOOK 8, PAGE 359 OF MAPS, IN THE OFFICE OF THE RECORDED OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.B.M., IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FIG STREET, 30.00 FEET IN HALF WIDTH, WITH THE SOUTHWESTERNLY RIGHT OF WAY LINE OF JACKSON AVENUE, 60.00 FEET IN WIDTH, BOTH AS SHOWN ON SAID MAP;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF JACKSON AVENUE, NORTH 40’40’12’ WEST, A DISTANCE OF 141.31 FEET;

THENCE SOUTHWESTERLY AT RIGHT ANGLE TO SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 48’19’48” WEST, A DISTANCE OF 79.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY, SOUTH 43’03’50” EAST, A DISTANCE OF 33.08;

THENCE SOUTHWESTERLY, SOUTH 59’14’40” WEST, A DISTANCE OF 50.10 FEET;

THENCE NORTHWESTERLY, NORTH 43’19’13” WEST, A DISTANCE OF 11.82 FEET;

THENCE NORTHEASTERLY, NORTH 34’44’55” EAST, A DISTANCE OF 50.13 FEET TO THE TRUE POINT OF BEGINNING.

THE DESCRIBED PARCEL OF LAND CONTAINS 1,099 SQ. FT. MORE OF LESS.

EXHBIT C-2

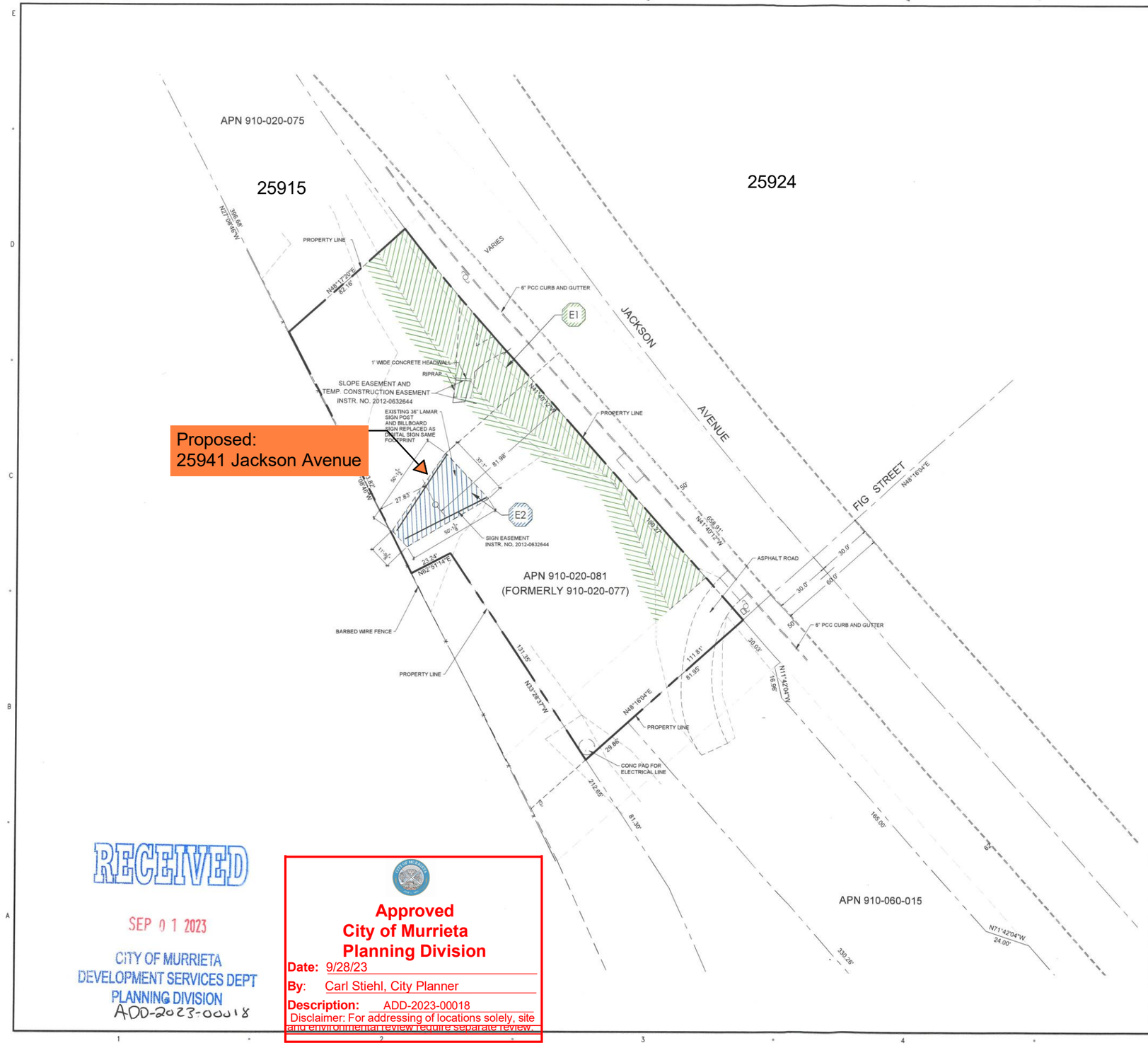
DEPICTION OF SITE 2

Pole Cover Details:

6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

Base section to have textured finish with light gray paint. Darker accent lines as shown.



RECEIVED

SEP 01 2023

CITY OF MURRIETA
DEVELOPMENT SERVICES DEPT
PLANNING DIVISION
ADD-2023-00018

Approved
City of Murrieta
Planning Division

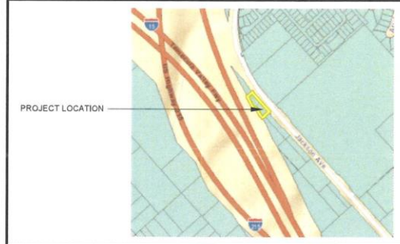
Date: 9/28/23

By: Carl Stiehl, City Planner

Description: ADD-2023-00018

Disclaimer: For addressing of locations solely, site and environmental review require separate review.

VICINITY MAP



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF "N 41°42'04" W OF THE CENTERLINE OF JACKSON AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 138, PAGES 29 AND 30, RECORDS OF RIVERSIDE COUNTY.

PROJECT INFORMATION

PROJECT:	NEW DIGITAL BILLBOARD
BUILDING LOCATION:	JACKSON AVENUE AND FIG STREET, MURRIETTA, CA
APN:	910-020-081 (FORMERLY 910-020-077)
SCOPE OF WORK:	CONSTRUCTION OF A 14'x48' DIGITAL BILLBOARD
BILLBOARD HEIGHT:	TBD

ZONING INFORMATION

ZONING:	COMMUNITY COMMERCIAL
LOT AREA:	14,374.8 SQ.FT. (.33 ACRES)

EASEMENTS

E1 **ITEM 1:** SLOPE EASEMENT AND TEMP. CONSTRUCTION EASEMENT

E2 **ITEM 2:** SIGN EASEMENT

Addressing Application:
ADD-2023-00018
Location 4 of 4
Jackson Avenue and Fig Street
Northern Location

SITE PLAN
SCALE 1" = 300'

1 / A1.00

PROJECT OWNER
LAMAR ADVERTISING
CO: NAT PRESTON
41085 GOLDEN GATE CIR.
MURRIETA, CA 92562

ENGINEER OF RECORD
DUKE ENGINEERING
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

No.	Revisions	By	Date
1			

PROJECT
LAMAR DIGITAL BILLBOARD
JACKSON AVENUE AND FIG STREET
APN: 910-020-081
(FORMERLY APN: 910-020-077)

REGISTERED PROFESSIONAL ENGINEER RYAN DUKE CIVIL STATE OF CALIFORNIA
Exp. 06-30-24

SHEET TITLE
SITE PLAN

SHEET
A1.00
Project No. 23036

EXHIBIT D-1

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF LOT 124 OF THE MURRIETA PORTION OF THE TEMECULA RANCHO AS PER MAP OF THE LANDS OF THE TEMECULA LAND AND WATER COMPANY RECORDED IN BOOK 8, PAGE 359, OF MAPS, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE CENTER LINE OF JACKSON AVENUE 660 FEET SOUTHEASTERLY OF THE CENTER LINE OF FIG STREET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTERLINE OF FIG STREET, 660 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF JACKSON AVENUE, 650 FEET, TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, TO THE CENTER LINE OF JACKSON AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF JACKSON AVENUE, 660 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHEASTERLY 264 FEET OF LOT 124

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 22, 1950, IN BOOK 1206 PAGE 107, OFFICIAL RECORDS.

FURTHER EXCEPTING THAT PORTION INCLUDED WITHIN THE LINES OF THE DESCRIBED LAND IN THE GRANT DEED TO THE CITY OF TEMECULA, A MUNICIPAL CORPORATION, RECORDED MARCH 23, 2022, AS INSTRUMENT NO. 2022-0141306 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2A:
AN EASEMENT FOR ROAD PURPOSES LYING ALONG THE SOUTHEASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE CENTER LINE OF JACKSON AVENUE 330 FEET SOUTHEASTERLY FROM THE CENTER LINE OF FIG STREET; THENCE AT RIGHT ANGLES SOUTHWESTERLY TO A POINT 132 FEET FROM THE CENTER LINE JACKSON AVENUE, THIS BEING THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING SOUTHWESTERLY PARALLEL TO FIG STREET FOR 132 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR 330 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY FOR 132 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY FOR 330 FEET TO THE POINT OF BEGINNING.

PARCEL 2B:
AN EASEMENT FOR ROAD PURPOSES LYING ALONG THE SOUTHEASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE CENTER LINE OF JACKSON AVENUE 330 FEET

SOUTHEASTERLY FROM THE CENTER LINE OF FIG STREET; THIS BEING THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING SOUTHWESTERLY PARALLEL TO FIG STREET FOR 132 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR 330 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY FOR 132 FEET TO THE CENTER LINE OF JACKSON AVENUE; THENCE AT RIGHT ANGLES NORTHWESTERLY FOR 330 FEET ALONG, THE CENTER LINE OF JACKSON AVENUE TO THE POINT OF BEGINNING.

EXHIBIT D-2

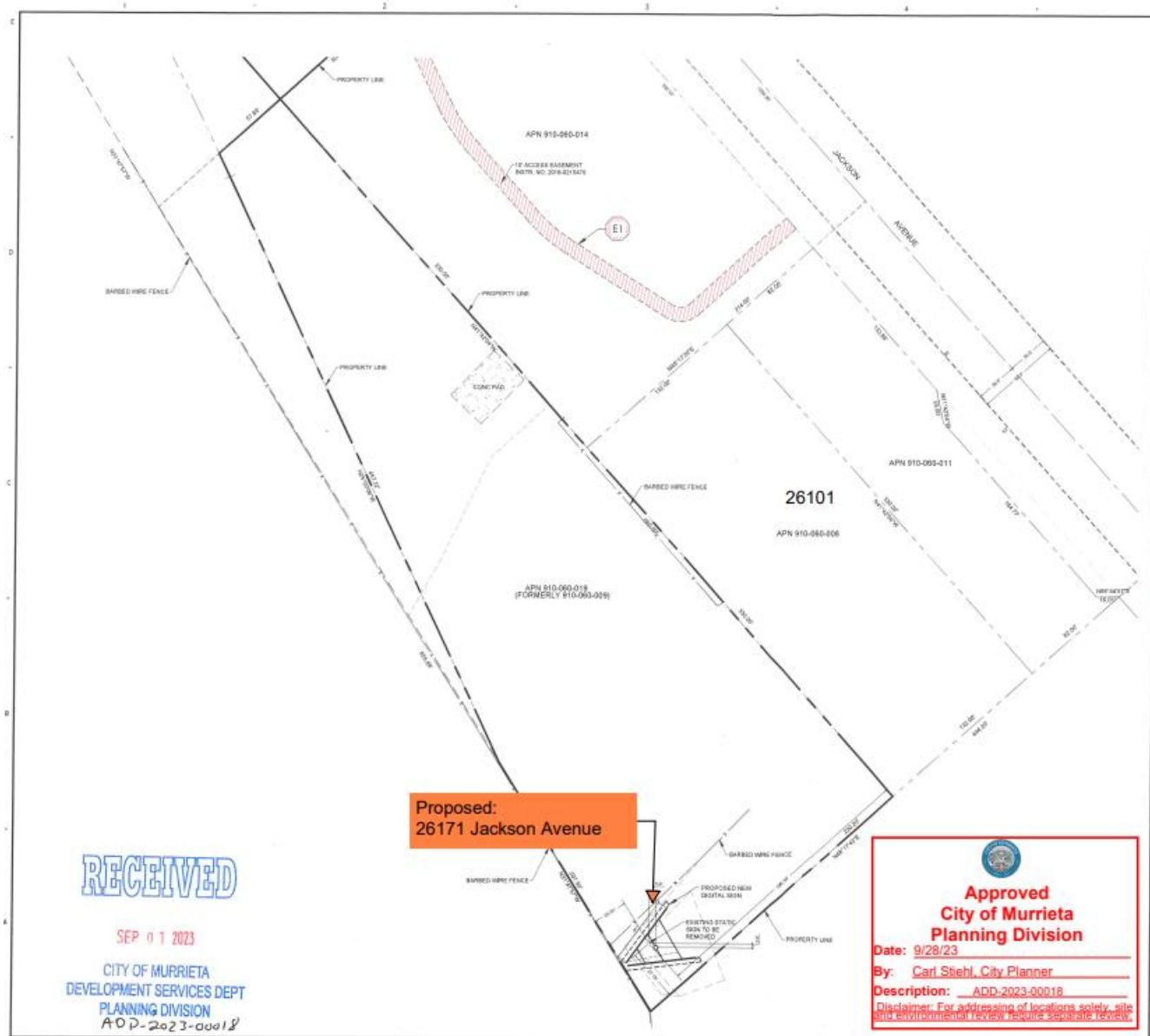
DEPICTION OF SITE 3

Pole Cover Details:

6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

Base section to have textured finish with light gray paint. Darker accent lines as shown.



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SEP 01 2023

CITY OF MURRIETA
DEVELOPMENT SERVICES DEPT
PLANNING DIVISION
ADP-2023-00018

Approved
City of Murrieta
Planning Division

Date: 9/28/23

By: Carl Stiehl, City Planner

Description: ADD-2023-00018

Disclaimer: For addressing of locations solely, site and environmental review require separate review.

VICINITY MAP

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF "N 41°42'34" W OF THE CENTERLINE OF JACKSON AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 136, PAGES 29 AND 30, RECORDS OF RIVERSIDE COUNTY.

PROJECT INFORMATION

PROJECT:	NEW DIGITAL BILLBOARD
BUILDING LOCATION:	JACKSON AVENUE AND FIG STREET, MURRIETTA, CA
APN:	910-060-019 (FORMERLY 910-060-009)
SCOPE OF WORK:	CONSTRUCTION OF A 14'x48' DIGITAL BILLBOARD
BILLBOARD HEIGHT:	TBD

ZONING INFORMATION

ZONING:	COMMUNITY COMMERCIAL
LOT AREA:	98,010 SQ.FT. (2.25 ACRES)

EASEMENTS

E1 ITEM 1: 18' ACCESS EASEMENT

Addressing Application:
ADD-2023-00018
Location 2 of 4
Jackson Avenue and Fig Street
Southern Location

SITE PLAN
SCALE: 1" = 40'

1
A1.00

PROJECT OWNER
LAMAR ADVERTISING
CO: NAT PRESTON
41085 GOLDEN GATE DR.
MURRIETA, CA 92562

ENGINEER OF RECORD
DUKE ENGINEERING
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

No.	By	Date

PROJECT
LAMAR DIGITAL BILLBOARD
JACKSON AVENUE AND FIG STREET
APN: 910-060-019
(FORMERLY APN: 910-060-009)

SHEET TITLE
SITE PLAN

SHEET
A1.00
Project No. 23034