PLANNING COMMISSION
MEETING AGENDA

TUESDAY, JULY 18, 2023 AT 6:30 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

PLANNING COMMISSION MEMBERS
VICTOR CUEVAS, CHAIR
ALICIA MORALES, PLANNING COMMISSIONER
NATALIA LOMELI, PLANNING COMMISSIONER
JOELLANN VALDEZ, PLANNING COMMISSIONER
ARMANDO MEDINA, PLANNING COMMISSIONER

CITY STAFF
JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MONICA MERCADO-RODRIGUEZ, PLANNING MANAGER
NVAIR G. DEUKMEJIAN, ASSOCIATE ATTORNEY
SAMANTHA NEVAREZ, MANAGEMENT ANALYST

NOTICES

This Planning Commission Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California**. The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact (enter name of Commission/Committee liaison) at (323) 887-1200 Ext: 493 Monday - Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact us 24 hours before this meeting.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission meetings, you may address the Planning Commission in person the day of the meeting. Speakers will be required to complete a speaker card provided at the door and submit it to Samantha Nevarez, Management Analyst prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

Via Email: The public may also submit emailed comments via the following email address: *pcpubliccomment@montebelloca.gov* up until the day of the meeting, Tuesday, July 18, 2023 by 6:00 p.m. These comments will be submitted to all members of the Planning Commission and will not be read aloud, but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the Planning Commission. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the Planning Commission, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

RULES OF DECORUM:
Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: Agendas, Minutes, and Videos,

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA

PUBLIC COMMENTS (30 MINUTES)
At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS

MINUTES

1. **June 13, 2023**

RECOMMENDATION: Approval of the Minutes from the Planning Commission Meeting held on June 13, 2023.

2. **June 20, 2023**

RECOMMENDATION: Approval of the Minutes from the Planning Commission Meeting held on June 20, 2023.

PUBLIC HEARING

3. **TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

RECOMMENDATION: It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 08-23 recommending adoption of an ordinance of the City Council approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs and amend Appendix A- Index of Primary Uses to align with Chapter 17.62 (Attachment A, Exhibit A); and

2. Adopt Resolution No. 06-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and

3. Adopt Resolution No. 07-23 recommending adoption of an ordinance of the City Council approving the

Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and

4. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the “Common Sense” exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City’s general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

PLANNING COMMISSION ORALS

Planning Commission member announcements; requests for future agenda items; conference/meetings reports.

ADJOURNMENT

The City of Montebello Planning Commission will adjourn to the next Regular Meeting on August 1, 2023 at 6:30 p.m. at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, Samantha Nevarez, Management Analyst for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Wednesday, July 12, 2023 by 5:30 p.m.

Samantha Nevarez

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Samantha Nevarez, Management Analyst

CITY OF MONTEBELLO

SPECIAL PLANNING COMMISSION MEETING AGENDA

M I N U T E S

TUESDAY, JUNE 13, 2023 AT 6:30 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CALL TO ORDER – Chair Cuevas called the meeting to order at 6:04 p.m.

ROLL CALL – Chair Cuevas, Commissioner Medina, and Commissioner Morales. The record shall reflect that Commissioner Lomeli joined the meeting late at approximately 6:15 p.m.

PLEDGE OF ALLEGIANCE – Chair Cuevas

CORRECTIONS TO THE AGENDA – None

PUBLIC COMMENTS (30 MINUTES)
At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS: Reconvene public scoping meeting within the lobby area for an interactive public forum and obtain feedback.

MINUTES

1. PLANNING COMMISSION MINUTES - APRIL 18, 2023

Motion to approve the Meeting Minutes from April 18, 2023, motioned by Commissioner Medina and seconded by Commissioner Morales. Director Palombi took roll and the item was approved 3-0.

CONSENT ITEM(S)

2. GENERAL PLAN UPDATE AND PUBLIC SCOPING MEETING FOR AN ENVIRONMENTAL IMPACT REPORT

Kaizer Rangwala of Rangwala & Associates provided a presentation on the General Plan and Downtown Specific Plan Project to the Planning Commission and Greg Martin of Rincon Consultants provided a presentation pertaining to the Scope and the Environmental Impact Report (EIR). After the presentations provided by Rangwala & Associates and Rincon Consultants staff received four (4) Public Speaker Cards from residents regarding how the General Plan Update (GPU) would address existing sewer infrastructure, the Brownfield Area, and the City's sustainability efforts after the GPU and pedestrian safety and mobility in the Downtown Montebello area. Director Palombi informed the public that the meeting would adjourn and reconvene in the lobby area for additional questions that could be directed to the Consultants.

PLANNING COMMISSION ORALS

Chair Cuevas welcomed Ms. Alicia Morales to the Planning Commission.

ADJOURNMENT

The City of Montebello Planning Commission adjourned at 7:25 p.m. to the next regularly scheduled meeting on June 20, 2023 at 6:30 p.m.

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Joseph Palombi, Planning Commission Secretary

CITY OF MONTEBELLO

PLANNING COMMISSION MEETING AGENDA

M I N U T E S

TUESDAY, JUNE 20, 2023 AT 6:30 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CALL TO ORDER – Commissioner Lomeli called the meeting to order at 6:27 p.m.

ROLL CALL – Commissioner Lomeli, Commissioner Medina, and Commissioner Morales. The record shall reflect that Chair Cuevas was absent from this meeting.

PLEDGE OF ALLEGIANCE – Commissioner Lomeli

CORRECTIONS TO THE AGENDA – None

PUBLIC COMMENTS (30 MINUTES)
At this time, the general public may address the Commission/Committee on any items listed on the Agenda, including items not listed on the Agenda (Non-Agenda Items) that are within subject matter jurisdiction. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. State Law prohibits the Commission/ Committee from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Chairperson.

STAFF COMMUNICATIONS

PUBLIC HEARING

1. **Zone Change ("ZC"), Site Plan Review ("SPR"), and Tentative Parcel Map ("TPM") (Case No. PC-2022- 0003-ZC-SPR-TPM) to amend the zoning designation from C-R (Commercial Restricted) to C-R-HOO (Commercial Restricted with the Housing Opportunity Overlay or "HOO" zoning designation), to allow the construction of sixteen (16) residential dwelling units at the properties located at 608, 612, and 616 Hart Place (the "Project Site"), and to merge the three (3) parcels into one (1) parcel totaling approximately 19,000 square feet.**

Director Palombi introduced the item. The Public Hearing was opened at 6:29 p.m. Assistant Planner, Daniel Ruiz provided a presentation regarding Case No. PC-2022-0003-ZC-SPR-TPM to the Planning Commission. Upon Mr. Ruiz's presentation; the applicant Feng Xiao provided some background information on the project before the Commission and addressed the concerns presented by the Commission. There were four (4) requests for public comment. Staff received comments from Mr. Barney Santos and Mrs. Evelyn Santos the owners of BLVD MRKT regarding sound proofing the property, overflow parking concerns and commended the applicant on their project. Mrs. Santos requested some information regarding privacy concerns between their residential property and the proposed project site. Staff also received two (2) additional public comments from San Giorgio, LLC and offered their support of project and thanked the Planning Commission for their time and effort. The Public Hearing was closed at 7:05 p.m. Motion to approve PC-2022-0003-ZC-SPR-TPM motioned by Commissioner Medina and Seconded by Commissioner Lomeli. Director Palombi took roll and the item was approved 4-0.

MOTIONED: Commissioner Medina
SECONDED: Commissioner Lomeli
APPROVED: **4**-0-0-1
AYES: Commissioner Lomeli, Commissioner Medina, Commissioner Morales and Commissioner Valdez
NOES: None.
ABSTAIN: None.
ABSENT: Chair Cuevas

PLANNING COMMISSION ORALS

Commissioner Lomeli welcomed Ms. Joella Valdez to the Planning Commission.

ADJOURNMENT

The City of Montebello Planning Commission adjourned at 7:09 p.m. to the next regularly scheduled meeting on July 4, 2023 at 6:30 p.m.

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Joseph Palombi, Planning Commission Secretary

ITEM # 3

CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Monica Mercado-Rodriguez, Planning Manager

SUBJECT: **TEXT CODE AMENDMENT ("TCA") (CASE NO. PC-2023-0006-TCA) AMENDING CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS. THE APPLICANT SEEKS TO ENTER INTO TWO (2) AMENDED AND RESTATED DEVELOPMENT AGREEMENTS BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, LLC. REPLACING DEVELOPMENT AGREEMENT NO. 02-22 (AGREEMENT NO. 4032) AND DEVELOPMENT AGREEMENT NO. 03-22 (AGREEMENT NO. 4033) FOR THE RELOCATION AND REPLACEMENT EXISTING LAWFULLY PERMITTED DUAL-FACE 12' X 25' STATIC OFF-PREMISES OUTDOOR ADVERTISING SIGNS LOCATED AT 1633 WASHINGTON BOULEVARD AND 1720 BLUFF ROAD IN THE CITY OF MONTEBELLO WITH A NEW 12'X 25' DUAL-FACED DIGITAL OFF-PREMISES OUTDOOR ADVERTISING SIGN AT EACH RESPECTIVE LOCATION.**

DATE: July 18, 2023

RECOMMENDATION(S):

It is recommended that the Planning Commission conduct a public hearing and take the following action:

1. Adopt Resolution No. 08-23 recommending adoption of an ordinance of the City Council approving a Text Code Amendment amending Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related to conversions of off-premises signs and amend Appendix A- Index of Primary Uses to align with Chapter 17.62 (Attachment A, Exhibit A); and

2. Adopt Resolution No. 06-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1633 Washington Blvd. (Attachment B); and

3. Adopt Resolution No. 07-23 recommending adoption of an ordinance of the City Council approving the Amended and Restated Development Agreement between the City of Montebello and Clear Channel Outdoor, LLC for the property located at 1720 S. Bluff Road (Attachment C); and

4. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and CEQA Guidelines Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations and pursuant to CEQA Guidelines Section 15061(b)(3) related to CEQA only applying to projects which have the potential for causing a significant effect on the environment.

FISCAL IMPACT:

In addition to the four (4) static sign faces removed under the Take Down Program, the City would receive the following community benefits: 1) a one-time Development Agreement signing bonus totaling $80,000 (signing bonus of $20,000 per sign face); 2) an annual development fee totaling $50,000 per year ($10,000 per sign face) for the four (4) digital signs; 3) a one-time processing fee of $10,000 per digital sign; and 4) City use of the digital signs for advertising public service announcements and City-related public messages at no charge to the City, subject to available space.

BACKGROUND:

On October 18, 2022 the Planning Commission approved Resolution Nos. 10-22 and 11-22 recommending to the City Council to approve Development Agreement Nos. 02-22 and 03-22 to relocate in place existing double-faced static outdoor advertising signs with an enhanced outdoor advertising sign with digital display faces for the properties located at 1720 Bluff Road (DA No. 02-22) and 1633 Washington Boulevard (DA No. 03-22).

On November 16, 2022 the City Council adopted Ordinance No's. 2454 and 2455 approving Development Agreements (DA Nos. 02-22 and 03-22) between the City of Montebello and Clear Channel Outdoor, Inc. for the properties located at 1720 S. Bluff Road and 1633 Washington Boulevard.

On June 21, Clear Channel Outdoor, Inc. ("Applicant") filed an application for a Text

Amendment to amend Chapter 17.62 Signs as it relates to Off-premises signs and enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033).

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". The proposed amendments propose regulatory and administrative amendments to the zoning code. Additional environmental review will be conducted for individual projects that are affected by this code amendment.

In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

ANALYSIS:

For the proposed project to be approved in compliance with the City's Municipal Code, Clear Channel Outdoor, LLC (the "Applicant") is requesting that the Planning Commission recommend approval to the City Council for the following requests:

1. Amend Chapter 17.62 of the MMC (citywide) to incorporate language pertaining to Off-premises signage; and
2. Amend and Restate two (2) previously approved Development Agreements (DA No. 02-22 (Agreement No. 4032) and DA No. 03-22 (Agreement No. 4033)) to allow the completion of the relocation in place of a total of four (4) existing static sign faces currently located at 1720 S. Bluff Road and 1633 Washington Boulevard (collectively "the Properties").

Proposed Text Amendment

Current provisions within Chapter 17.62 of the MMC state that a development agreement shall be required for any Off-Premises Digital Display Signs Corridors, New Off-Premises Digital Display Signs and Relocation of Off-Premises Signs. In addition, Section 17.62.105 provides general standards and provisions for off-premises signs that regulate location, size and distance from similar types of signage. The proposed changes would modify Section 17.62.105- "Off-Premises Digital Display Signs" of the MMC to incorporate language regarding off-premises digital display poster conversions, as well as define and include development standards specific to off-premises digital display poster conversions.

The summary table below provides a list of sections and a brief summary of the proposed changes. The Planning Commission Resolution No. 08-23 (Attachment A) includes the proposed changes for consideration by the Planning Commission and recommendation by the City Council.

	Section	**Summary**
1.	17.62.050 - Prohibition of Signs	Provisions regarding signs exempt under the following: Section 17.62.160, Section 17.62.160 and Section 17.62.105. Directs approval requirements as per the aforementioned code sections.
2.	17.62.105 – Off-premises digital display signs	Added and clarifying language related to off-premises digital display poster conversion. Includes requirements related to location, distance from other billboards, minimum and maximum signage dimensions, approval procedures, and general standards and provisions.
3.	17.62.170 – Definitions	Added definition regarding off-premises digital display poster and clarifying existing language
4.	Appendix A – Index of Primary Uses	Update MMC Index of Primary Uses Table to align with proposes Chapter 17.62 text amendment changes.

Pursuant to Section 17.76.070 of the MMC, the Planning Commission may make a recommendation to the City Council on text amendment proposals based upon determining the public interest, convenience, and necessity.

The proposed text amendment aligns with the following General Plan Land Use policies:

- **Commercial Policy #5:** The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.
- **Industrial Policy #1:** The City's industrial area should be preserved and maintained.

Additionally, per Section 17.62.105 of the MMC, the intent of such provisions relates to off-premises signs to facilitate the orderly development and relocation of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and to eliminate the need for the city to pay compensation for removal of existing displays.

The proposed Text Amendment will assist in clarifying the types of “off-premises signs” allowed within the city such as Digital Display Sign Corridors, Relocation of Off-Premises Signs, and Digital Display Poster Conversions, as well as provide an opportunity to modernize existing signage such as static signs and circumvent the city’s need to pay compensation fees for the removal of existing display signs.

The Applicant has been diligently working with the city on negotiations in preparation of the Amended and Restated Development Agreement for the proposed Off-Premises Digital Display Poster Conversions to provide public benefits that will be discussed further in the report. The proposed amended and restated development agreements are subject to the approval of the Text Amendment (Case No. PC 2023-0006-TCA) that the Applicant has submitted concurrently for Planning Commission consideration. The proposed text amendment will modify sections of Chapter 17.62 of the MMC to clarify and define off-premises digital display posters, include regulations pertaining to location, distance requirements from other similar signs and minimum and maximum allowable sign area. Should the Planning Commission approve the proposed Text Amendment to Chapter 17.62 Signs, this will facilitate the takedown of antiquated signage and upgrade the existing static signs with modern technology, provide a source of taxable revenue for the city and provide a forum for emergency messaging and/or informational messaging related to city business at no cost.

Development Agreement/Project Description

The State Legislature adopted the “Development Agreement Statute,” sections 65864 et seq. of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. The City of Montebello, a general law city, is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing predictability for both the City and the owner of the property during the development process.

The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, LLC. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement of existing lawfully permitted dual-face 12’ x 25’ static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road (collectively “the Properties”) in the City of Montebello with a new 12’x 25’ dual-faced digital off-premises outdoor advertising sign at each respective location to allow completion of the replacement and relocation program.

In accordance with its standard procedures, the Applicant and the City have engaged in negotiations. The Development Agreement Statute provides that the Planning

Commission and the City Council must each hold a public hearing on the proposal prior to approving and/or amending any development agreements. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

The proposed request to Amend and Restate Development Agreements (DA No. 01-23 and DA No. 02-23) will facilitate the relocation in place of four (4) existing static sign faces located on two (2) separate dual-faced sign poles. These existing static sign faces are currently located at 1720 S. Bluff Road and 1633 Washington Blvd. (collectively "the Properties"). The proposed relocation in place would call for the removal of an existing static sign face for every digital face conversion with a 1:1 net reduction in static signage. As part of this request, the Applicant would relocate in-place four (4) existing static signs with four (4) replacement digital signs for outdoor advertising. In addition, the Applicant intends to utilize the existing sign structures with the exception of minor electrical upgrades, which will result in a sign that is approximately 700 pounds lighter and much more efficient to operate as it will include remote access capabilities. As a result, the converted digital signage could be used, if needed, for immediate emergency and community messaging along internal corridors by the City, County, and State agencies. The takedown program associated with this request will include the removal of five existing static signs within the City. The four (4) signs targeted for takedown include: 1) a double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 8105 Slauson Ave.; and 2) the double-faced 12' x 25' outdoor advertising sign with printed display faces located on the property at 249 E. Beverly Blvd. (collectively the "Takedown Program").

The Applicant currently operates twenty-four (24) existing poster panel (or static) outdoor advertising sign faces on thirteen (13) structures located along city streets within the City of Montebello (the "City"). The following project description is intended to provide an overview for each Amended and Restated Development Agreements based on the subject site and will be referred to in this report collectively as the "Project" for purposes of describing the following requests:

I. 1720 S. Bluff Road – Amended and Restated Development Agreement No. 1-23 The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1720 S. Bluff Road. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 8105 Slauson Ave. within the City.

II. 1633 Washington Blvd. – Amended and Restated Development Agreement No. 2-23 The Applicant currently owns and operates an existing double-faced 12' x 25' outdoor advertising sign with printed display faces at 1633 Washington Blvd. The subject property is currently zoned M-1 (Light Manufacturing Zone) with a General Plan land use designation of Industrial. The Applicant is proposing to relocate the existing sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces. With the exception of electrical upgrades, there would be no structural changes needed to the existing sign pole/structure in connection with this request. In addition, the Applicant will remove one single faced 12' x 25' outdoor advertising sign with a printed display face located at 249 E. Beverly Blvd. within the City.

The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan. In addition, all City fiscal decisions, including the financial aspects and specific deal points of the Amended and Restated Development Agreements are solely the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Agreement. The Project as authorized in the proposed Amended and Restated Development Agreements are consistent with the General Plan because the Development Agreements meet the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs. Goal #1: To Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Commercial Policy #5: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City. Industrial Policy #1: The City's industrial area should be preserved and maintained.

SUMMARY:

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On July 6, 2023, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News); and
- On July 6, 2023, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.
- On July 10, 2023, the Public Hearing Notice was posted at the Properties.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 08-23, Exhibit A – Zoning Ordinance Amendments (Chapter 17.62 and Appendix A – Index of Primary Uses)
2. ATTACHMENT B - RESOLUTION NO. 06-23 RECOMMENDING APPROVAL OF DA NO. 01-23
3. ATTACHMENT C - RESOLUTION NO. 07-23- RECOMMENDING APPROVAL OF DA NO. 02-23
4. ATTACHMENT D - AMENDED & RESTATED DEVELOPMENT AGREEMENT 01-23 - Washington Blvd (CCO 6-2-23)
5. ATTACHMENT E - AMENDED & RESTATED DEVELOPMENT AGREEMENT 02-23 - Bluff Road (CCO 6-2-23)
6. ATTACHMENT F - Public Hearing Notification

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 08-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING A ZONING CODE TEXT AMENDMENT AMENDING CHAPTER 17.62 SIGN TO INCLUDE REGULATIONS RELATED TO CONVERSIONS OF OFF-PREMISES SIGNS AND AMEND APPENDIX A – INDEX OF PRIMARY USES

WHEREAS, on June 21, 2023, the Applicant submitted an application to amend Chapter 17.62 Signs of the Montebello Municipal Code to modify regulations related to conversions of off-premises signs.

WHEREAS, pursuant to Section 17.76.070 of the Montebello Municipal Code (MMC) the Planning Commission is empowered to recommend amendments to the Zoning Ordinance. Modifications to various sections to Chapter 17.62 and Appendix A – Index of Primary Uses, which will further the purposes of the Zoning Code to regulate signage, modernize existing signs and reduce clutter of signage.

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter, and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission ("the Planning Commission") of the City of Montebello hereby finds, declares and resolves as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

Section 2. The proposed Text Amendments have been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds that the proposed amendments to Chapter 17.62 are required for public necessity, convenience and general welfare and are found to be consistent with the City's General Plan and Municipal Code. The proposed text amendment will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development. In addition, the proposed text amendment

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance adopting Zoning Ordinance Amendments as provided in Exhibit A, attached hereto and incorporated by reference, by adding text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

Section 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of July 2023.

____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, __________________, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 08-23 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held July 18, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

____
JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

<u>EXHIBIT A</u>

ZONING ORDINANCE AMENDMENTS

Chapter 17.62 SIGNS

17.62.010 Purpose and intent.

The intent of this chapter is to promote community appearance and effective business identification through the regulation of signs and sign structures within the city of Montebello. The location, number, size and design of signs and graphics have a significant influence upon the community's environment and appearance. The regulation of signs and outdoor advertising is therefore necessary for the following purposes:

A. To promote and protect the public health, safety and welfare by minimizing hazards and obstructions to traffic and promoting traffic safety, and through consideration of the aesthetics of signs and outdoor advertising to be installed within the city;

B. To protect persons and property values from damage due to indiscriminate and harmful use of signs, outdoor advertising and advertising structures;

C. To preserve a pleasing and attractive appearance in all areas of the city.

(Ord. 2160 § 5 (part), 1997)

17.62.020 Location and code provisions.

Signs shall be constructed and located in compliance with the provisions of this chapter and with the applicable requirements of the California Outdoor Advertising Act, Uniform Building Code and Uniform Sign Code, and the California Electrical Code, whichever code or code provision(s) is more restrictive, as may be adopted and amended from time to time. Approval from the City of Montebello departments of planning and building services shall be obtained prior to erecting, constructing, altering, rebuilding, replacing, or moving any sign. Approval by the department of public works is also required for any freestanding or projecting sign located within twenty feet of, or projecting over, the public right-of-way.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 1, 2-24-2016)

17.62.030 Materials, construction and identification.

A. All signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.

B. All wooden signs must be at least three-quarter-inch thick.

C. All electric signs shall be composed entirely of noncombustible materials.

D. Unless specifically exempted, all signs shall be identified with a durable label or tag specifying the name and date of the manufacture, weight, installation date and permit number. In addition, for electrical signs the voltage, amperage and any other information required for the safety certification or listing for the equipment shall be included. This information shall be placed where it is readily visible for inspection after the sign has been installed.

E. Every electrical sign of any type shall be constructed, inspected and approved by the Underwriters Laboratories (UL) or equal and display a label of approval from said laboratory.

(Ord. 2160 § 5 (part), 1997)

17.62.040 Maintenance.

A. All signs and sign structures including those otherwise specifically exempt from the provisions of this chapter, including all parts, portions, and materials, shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any crack, broken surfaces, malfunctioning light(s), missing sign copy or other unmaintained or damaged portion of a sign shall be repaired or replaced within thirty calendar days following notification by the city. Noncompliance with such a request shall constitute a public nuisance.

B. All businesses must service and wash their signs at least once every twelve months.

C. Upon vacating a business location, the business or property owner shall remove the sign copy that advertises the business. At no time shall a signcabinet remain empty and without copy exposing the internal lighting and electrical fixtures. During any period when a sign cabinet is not being utilized for identification of a business, a blank opaque face shall be installed in the sign cabinet structure. Any damage to a building caused by the removal of a sign structure shall be repaired to the condition the building was in prior to the installation of the sign.

(Ord. 2160 § 5 (part), 1997)

17.62.050 Prohibited signs.

A. The following signs are prohibited except as provided in Section 17.62.160, Nonconforming signs, Section 17.62.160, Temporary signs, and Section 17.62.105, Off-Premises Digital Display Signs:

1. Signs that include video, blink, or move in any manner, have any portions that move, or have the appearance of moving, including animated or scrolling electronic text that clocks, time and temperature displays, civic and public services, digital displays as defined in Section 17.62.170, and unique/creative signs allowed through the approval of a Planned Sign Program are exempt from this prohibition;
2. Flags (except those which are raised and lowered on permanently fixed flag poles), pennants, banners, paper, wind driven signs (except where specifically provided for within this code);
3. Roof signs;
4. Sign structures and supports no longer in use;
5. Portable signs;
6. Commercial advertising statuary;
7. Signs painted directly onto exterior wall surfaces (such as exterior building walls and masonry block walls, etc.);
8. Inflatable signs (except as provided in Sections 17.62.110 and 17.62.170 of this chapter);
9. New off-premises signs, except those permitted pursuant to this chapter;
10. Murals.

B. No person shall construct, place or maintain any sign, signboard, billboard, street bulletin board, sign or advertisement in, over, along, across or upon any public street or public parkway, or other public place within the city, except as provided in Section 17.62.110 or Section 17.62.105 of this chapter.

C. Nothing contained in this title shall be construed to prohibit the erection or placing in any public street, parkway or other public place, of signs, notices or signals under the authority of the city council or of this code.

D. No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon any object in the public right-of-way, or to any bridge, fence, light pole, building, structure, or other property within public view, nor to any tree in any public right-of-way or public place; nor shall any person deface, mar or disfigure any such bridge, fence, light pole, building, tree, etc.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 2, 2-24-2016)

17.62.060 Exemptions.

The provisions and regulations hereof shall not apply to the following types of signs:

A. Official notices issued by any court, public body or officer;

B. Notices posted by any person or public officer in performance of a public duty;

C. Signs required or authorized by any federal, state, county or city regulation, ordinance or resolution;

D. Any signs used for emergency purposes only;

E. Official flags of the United States of America, the state of California, the county of Los Angeles or the city of Montebello.

(Ord. 2160 § 5 (part), 1997)

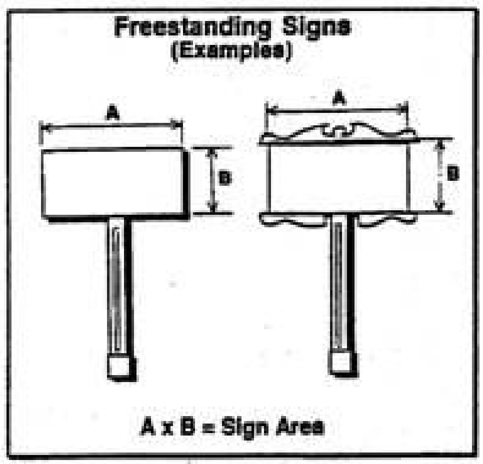
17.62.070 Sign measurements.

A. Sign Area.

1. Cabinet Signs. The area of a cabinet sign is determined by the area of the sign face(s) enclosed by a frame or cabinet and is determined by the outer dimensions of the frame or cabinet surrounding the sign area. This includes the total area of the copy and the background. This applies to wall mounted cabinet signs and cabinet signs mounted on freestanding pole structures. (See Figures 17.62.070A and 17.62.070B) Architectural features are not considered in the sign area. (See Figure 17.62.070B)

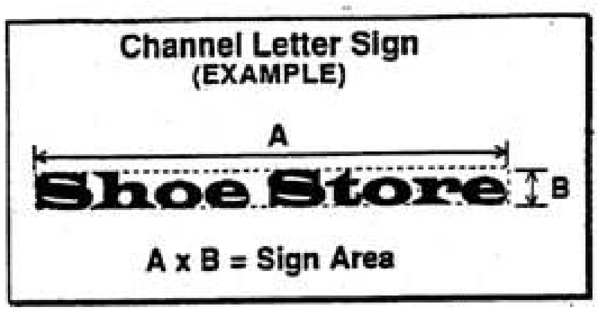
Figure 17.62.070A

Figure 17.62.070B



2. Channel Letters and Individual Elements. When signs are constructed of individual elements such as channel letters and attached to a building wall, the sign area is determined by calculating the area of an imaginary box drawn around the most exterior area of all the letters and/or elements. (See Figure 17.62.070C)

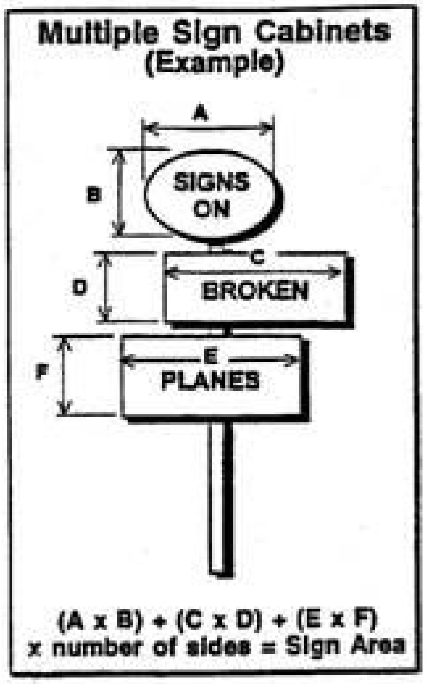
Figure 17.62.070C



3. Awnings. When signs are incorporated into an awning, the sign area is determined by computing the area of an imaginary box drawn around the sign elements.

4. Multiple Sign Cabinets. For freestanding signs that contain multiple cabinets on one structure, the area of each cabinet counts toward a combined total. If these are double or multiple faced cabinets, the sign area shall be calculated to include all faces of the sign. (See Figure 17.62.070D)

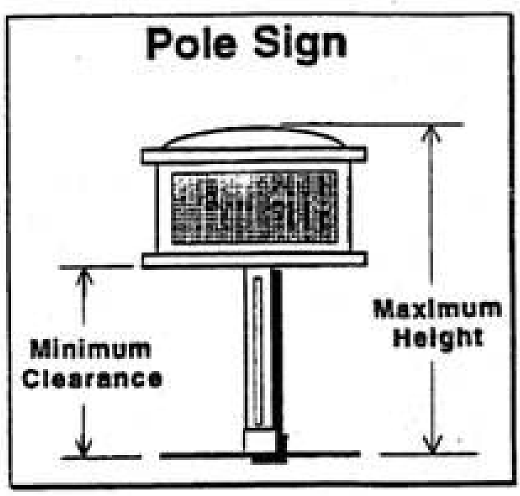
Figure 17.62.070D



B. Height. The overall height of a sign or sign structure is measured from the ground directly below the sign to the highest point of the sign or sign structure. (See Figure 17.62.070E)

C. Clearance. Clearance is measured from the ground directly below the sign to the bottom of the sign structure enclosing the sign face. (See Figure 17.62.070E)

Figure 17.62.070E



(Ord. 2160 § 5 (part), 1997)

17.62.080 Signs—Residential zones.

Signs are allowed in residential zones in accordance with the following:

A. In All R Zones:

1. One nonilluminated sign a maximum of twelve square feet in area pertaining only to the sale or lease of the particular building or property upon which it is displayed.

2. Outdoor advertising structures in conjunction with model homes (See Chapter 17.58 of this title, Model Homes).

3. Temporary architect's or builder's sign identifying persons engaged in construction on a site are permitted as long as construction is in progress.

B. R-A Zone. One sign a maximum of twelve square feet in area advertising the sale of agricultural products raised on the premises.

C. R-3 and R-4 Zones. One wall sign a maximum of twenty square feet in area, provided the sign contains no advertising copy except the name and street address of the building upon which it is placed.

(Ord. 2160 § 5 (part), 1997)

17.62.090 Signs—C-R zone.

A. Signs are allowed in the C-R zone in accordance with the following:

1. The sign area shall not exceed one square foot per two linear feet of building frontage, or three linear feet of lot width for outdoor uses.

2. No sign may exceed fifty square feet in area.

3. No more than two signs are permitted for each use or business on a lot.

4. Freestanding signs are prohibited.

5. Each legally established use or business on a lot may have one additional accessory sign that is a maximum size of six square feet in area.

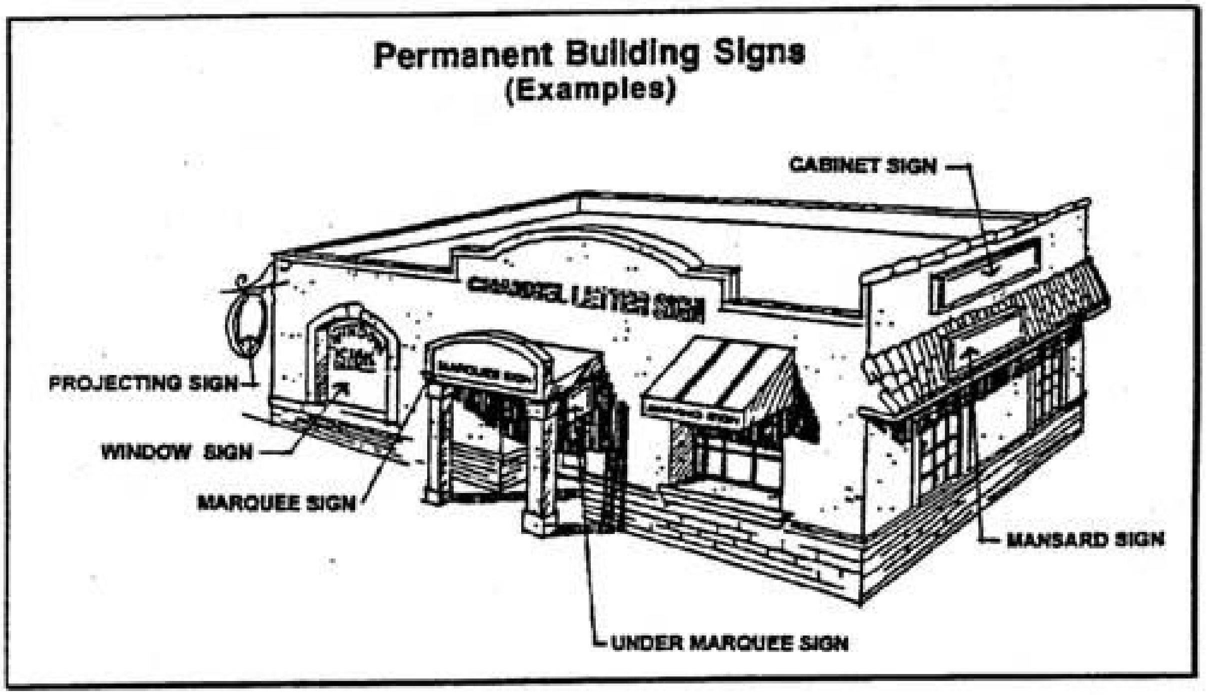
B. For the purpose of giving information on the availability of the premises for sale or lease, one sign not exceeding twelve square feet in area shall also be allowed.

(Ord. 2160 § 5 (part), 1997)

17.62.100 Signs—C-1, C-2, C-M, M-1 and M-2 zones.

A. Individual Sign Criteria.

Figure 17.62.100A



1. Wall and Marquee Signs.

   a. Maximum Size.

      i. Front Facade. For wall and marquee signs, the total sign area on the front facade of a building shall not exceed two square feet of sign area per one linear foot of the building facade (front) width of the subject business. On lots which are occupied by more than one business, the sign area for each business shall not exceed two square feet per one linear foot of building frontage for the respective business. However, in no event must the overall sign area on the front facade be less than twenty square feet. This sign area allotment for the front facade cannot be transferred to other facades on the building.

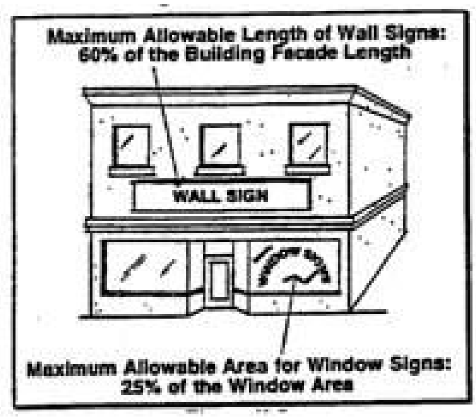
      ii. Side and Rear Building Facades. The total sign area for wall and marquee signs on the side and rear facades of a building shall not exceed one square foot of sign area per two linear feet of the facade length of the building or subject business, except that when the facade faces a side street, total sign area shall not exceed one square foot of sign area per one linear foot of facade length. This sign area allotment cannot be transferred to other facades on the building.

Location	Wall Sign Area Computations
Front Facade	2 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side and rear facade	½ sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
Side facade facing street	1 sq. ft. × 1 linear foot of building facade width = maximum allowable sign area
All facades	Width of facade × 60% = maximum sign length

      iii. No limit shall be placed on the number of wall or marquee signs except that the combined total sign area shall not exceed the allowable sign area ratio per facade.

iv. The combined length of all signs placed on a building facade shall not be greater than sixty percent of the length of the facade on which the sign is attached. (See Figure 17.62.100B)

Figure 17.62.100B



b. Placement.

i. Wall and marquee signs shall not extend beyond the surface of the wall or marquee to which they are attached nor shall they extend above the roof line the building on which the sign is placed.

ii. In multiple story buildings, wall and marquee signs may be used by businesses which are located in stories above the ground level subject to the same limitations which would apply if the business were located on the ground level.

2. Pole Signs.

a. Site Requirements.

i. One pole sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional pole sign may be established provided that each street frontage is at least seventy-five feet in length. Each pole sign shall be oriented to the street frontage on which it is erected.

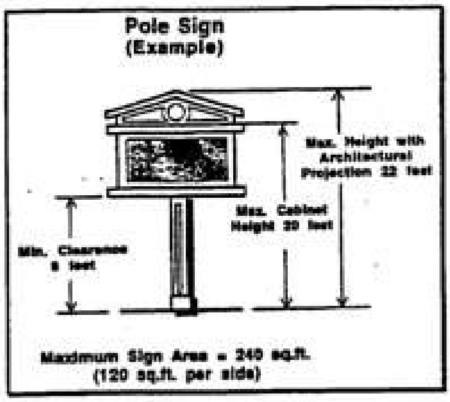
ii. The area of a double faced pole sign shall be calculated to include both sides of the sign cabinet. The area of a multi-cabinet sign shall be calculated to include all the cabinets.

b. Maximum Size and Height.

i. The total sign area of a pole sign shall not exceed one square foot of sign area for every one linear foot of street frontage on which the business is located, and shall not exceed a total sign face area of two hundred forty square feet, with a maximum of one hundred twenty square feet per individual sign face. (See Figure 17.62.100C)

ii. The maximum height of a pole sign shall not exceed twenty feet. (See Figure 17.62.100C)

Figure 17.62.100C



iii. Architectural projections of not more than two feet may be added to the top of a pole sign. At no time shall the total height of a pole sign exceed twenty-two feet. The architectural projection shall be used for design purposes only and no sign copy or internal illumination shall be located within this area.

c. Location.

i. Pole signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.

ii. Pole signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the pole sign. (See Section 17.62.170 of this chapter.)

iii. If a pole sign is located within twenty feet of the public right-of-way, only one supporting column shall be permitted.

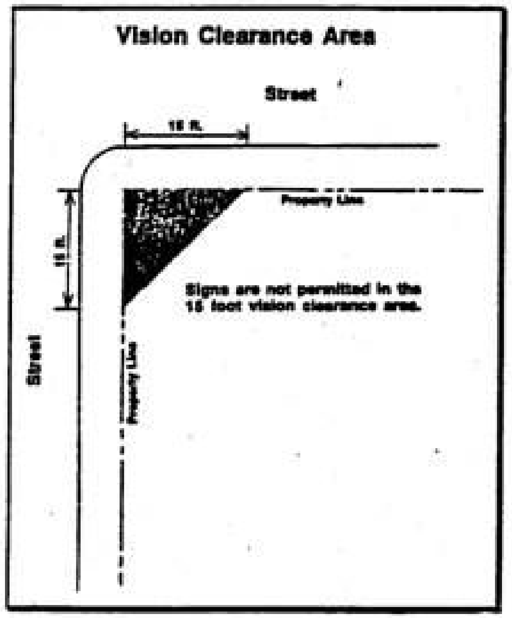
iv. Pole signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the freestanding sign to the leading edge of the pole sign closest to the driveway.

v. Pole signs shall be located at a distance of at least twenty-five feet from a lot line of any residential zoned property.

vi. For property which qualifies for two pole signs, the pole signs shall be located at least one hundred and fifty feet apart.

vii. On corner lots, no pole sign or support structure shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)

Figure 17.62.100D



viii. No pole sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

d. Appearance.

i. All pole signs shall be architecturally compatible with the building(s) on the site where the pole sign is located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.

ii. All pole signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.

iii. The supporting structure(s) of any pole sign shall be of a design and material consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a pole sign.

e. Minimum Height and Clearance.

i. Pole signs projecting over a pedestrian way shall have a minimum height clearance of eight feet. Signs projecting over a vehicular access, parking or circulation area shall have a minimum height clearance of fifteen feet. Signs projecting over public property shall comply with the Montebello Municipal Code requirements for such sign.

ii. Pole signs shall not project over any building.

3. Monument and Pylon Signs.

a. Site Requirements.

i. One monument or pylon sign may be permitted on a site provided that the site has a minimum street frontage of seventy-five feet in length. On corner lots, one additional monument or pylon sign may be established provided that each street frontage is at least seventy-five feet in length. Each sign shall be oriented to the street frontage on which it is erected.

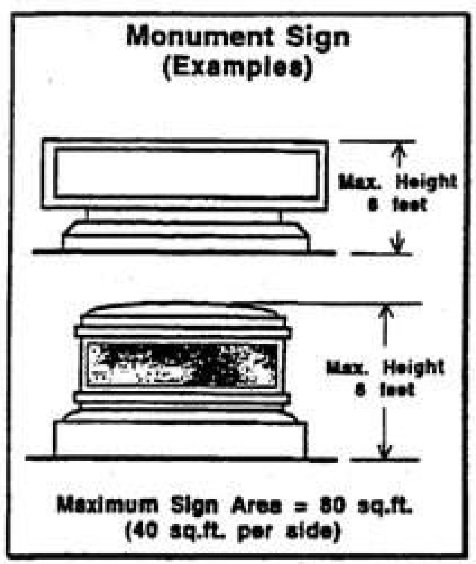
ii. The total sign area of a monument or pylon sign with two or more faces shall be calculated to include the area of all faces.

b. Maximum Size and Height.

i. The total sign area of a monument or pylon sign shall not exceed eighty square feet, with a maximum of forty square feet per individual sign face.

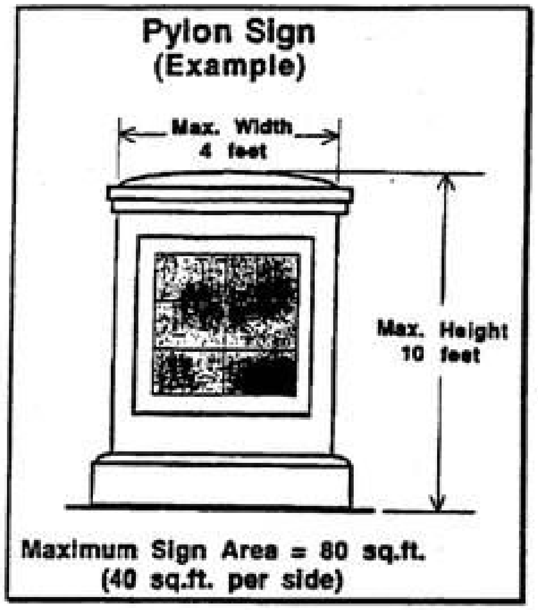
ii. The maximum height of a monument sign shall not exceed six feet measured from grade level to the uppermost edge of the sign cabinet. (See Figure 17.62.100E)

Figure 17.62.100E



iii. The maximum height of a pylon sign shall not exceed ten feet measured from grade level to the upper most edge of the sign face cabinet. The maximum width of a pylon sign shall not exceed four feet. (See Figure 17.62.100F)

Figure 17.62.100F



c. Location.

i. Monument or pylon signs shall be located in a landscape planter the size of which is at least half the size of the sign's total sign area.

ii. Monument and pylon signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the monument or pylon sign.

iii. Monument or pylon signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the monument or pylon sign to the leading edge of the sign closest to the driveway.

iv. Monument or pylon signs shall be located at a distance of at least of twenty-five feet from a lot line of any residential zoned property.

v. For property which qualifies for two monument or pylon signs, the monument or pylon signs shall be located at least one hundred fifty feet apart.

vi. On corner lots, no monument or pylon sign shall be located within the triangular vision clearance area which covers the area between the two street abutting property lines for a length of fifteen feet along each property line from their point of intersection. (See Figure 17.62.100D)

vii. No monument or pylon sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

d. Appearance.

i. All monument or pylon signs shall be architecturally compatible with the building(s) on the site on which the monument sign is to be located. In most cases, square or box sign cabinets which have no architectural treatment compatible with the building(s) on the site are discouraged.

ii. All monument and pylon signs shall be constructed so as to conceal any structural members, bracing, wiring and/or lighting fixtures.

iii. No exposed concrete bases are permitted without providing a decorative treatment such as a textured or stucco finish or other treatment which is compatible with the architecture or materials of the building(s) on the site where the sign is located.

4. Mansard Signs.

a. Maximum Size. Mansard signs are subject to the regulations in Section 17.62.100(A)(1) relating to wall and marquee signs.

b. Placement. Such signs shall be mounted on a mansard roof so that the lowest portion of the sign cabinet is recessed into the roof structure and the uppermost portion of the cabinet is flush with the roof. At no point shall there be an open area behind the sign cabinet and the mansard roof. (See Figure 17.62.100A)

5. Under Marquee.

a. Maximum Size. The sign area of an under marquee sign shall not exceed three square feet per sign face, not to exceed two faces.

b. Placement. Mounted underneath a marquee and over a sidewalk, under marquee signs shall be no lower than eight feet above ground level. Signs projecting over public property shall comply with Section 17.62.120 of this chapter. (See Figure 17.62.100A)

6. Projecting Signs.

a. Maximum Size. The sign area of a projecting sign shall not exceed three square feet per sign face, not to exceed two faces.

b. Placement. Projecting signs shall be placed no lower than eight feet above ground level and shall extend no higher than twelve feet. (See Figure 17.62.100A)

7. Changeable Copy Signs.

a. Maximum Size. The sign area of a changeable copy sign shall not exceed twenty square feet.

b. Placement. Changeable copy signs shall be placed in a permanently mounted sign structure either attached to the building or freestanding, consistent with the other provisions of this chapter.

8. Awning Signs.

a. Maximum Size. The sign area of signs on awnings shall not exceed thirty percent of the exterior surface of the awning. The length of the sign shall not be greater than sixty percent of the length of the awning. (See Figure 17.62.100A)

9. Window Signs.

a. Maximum Size. The sign area of signs located on the glazed area of a building window shall not exceed twenty five percent of the area of the window containing the sign. (See Figure 17.62.100B)

b. Placement. Window signs shall be placed on the interior of a building within a window frame. (See Figure 17.62.100A)

10. Outdoor Business Signs. For outdoor businesses (such as auto dealerships, nurseries, and auto rentals, but not service stations and carwashes) the total sign area on the site shall not exceed one square foot

of sign area for every one linear foot of street frontage on which the business is located. All other applicable requirements as set forth in this chapter shall apply.

11. Fence Mounted Signs. In the M-1 or M-2 zones when a building is not visible from the public right-of-way and visually blocked by a view obscuring fence, one twenty square foot sign shall be permitted to be mounted on a fence facing the public right-of-way. The sign shall be mounted in a permanent manner flush with the fence and visible to the public right-of-way. The sign shall also not extend above the top of the fence upon which it is mounted.

12. For Sale or For Rent Signs. The area of for sale, for lease or for rent signs shall not be included in the calculation of overall sign area for a site. Although a building permit is not required for this type of sign, all ground mounted for sale and for lease signs shall be reviewed and approved by the planning department and the department of public works.

    a. Maximum Size. The area of a for sale or for rent sign shall not exceed twenty square feet.

    b. Number. The number of for sale or for rent signs on a site shall be limited to one per building or one per business. For large commercial and industrial centers, one freestanding for sale or for rent sign shall be permitted per street frontage.

    c. Placement. For sale or for rent signs may be displayed in the same location as permanent signs.

        i. For sale or for rent signs shall not be placed in the path of pedestrian traffic.

        ii. Ground mounted for sale and for rent signs shall be located at a distance of at least five feet from the street abutting property line. This setback distance shall be measured from the property line to the leading edge of the freestanding for sale or for rent sign.

        iii. Ground mounted for sale and for rent signs shall be located at a distance of at least ten feet from any driveway access. This setback distance shall be measured from the edge of the driveway closest to the for sale or for rent sign to the leading edge of the for sale or for rent sign closest to the driveway.

13. Flags. Flags (not including official national, state or local flags per Section 17.62.060 of this chapter) which can be raised and lowered on permanently fixed flag poles are not limited to the height and area requirements of freestanding signs; however, the area of the flag will be calculated as part of the total sign area for a site. The height of a flag pole supporting such a flag is subject to the maximum building height limitation of the zone in which it is located.

B. Freeway-Oriented Signs.

1. In addition to any other signs permitted on a site subject to the provisions of this chapter, one freeway-oriented sign may be located on any site which is within five hundred feet of a freeway right-of-way, and which is developed with either:

    a. A service station or detached restaurant; or

    b. A commercial, industrial or recreational center or a single business provided that such center or business is located on a site with an area of at least two acres.

2. Such signs may be erected subject to the following criteria:

    a. Maximum Height. Twenty-five feet above the grade of the freeway or above the grade of the location where the sign is erected, whichever is greater;

    b. Maximum Size.

        i. Service Stations. One hundred sixty square feet per sign face.

ii. All Others. One hundred sixty square feet per sign face plus one square foot of sign face per one thousand square feet of the building housing the advertised use, and shall not exceed a maximum sign face area of six hundred square feet.

c. Support Structures. The supporting structures of any sign must:

i. Be of a design and material(s) consistent with that of the exterior of the building(s) on the site. Pole covers/sleeves shall be provided as a decorative feature around the supporting structure of a freeway-oriented sign;

ii. Not create any visual obstruction or adverse safety or aesthetic impact.

d. No freeway-oriented sign or portion thereof shall be located so as to project across any property line except as provided for in Section 17.62.120 of this chapter.

(Ord. 2160 § 5 (part), 1997)

17.62.105 Off-premises digital display signs.

A. Intent. The provisions of this section shall apply to all off-premises digital display signs as defined under Section 17.62.170, within the city. With authority provided to the City in Government Code Section 65864 and Business and Professions Code section 5412 to enter into development and relocation agreements, the intent of this section is reduce visual clutter, eliminate non-conforming signage, facilitate the orderly development and relocation and redistribution of existing displays to more appropriate locations within the city, to allow for the incorporation of modern technology into relocated displays and limited new displays; and to eliminate the need for the city to pay compensation for removal of existing displays to accommodate a public project. The provisions of this section shall govern the processing of applications for off-premises digital display signs.

B. Off-Premises Digital Display ~~Sign~~Sign(s) Corridors. The construction of a new off-premises digital display sign or the relocation of an off-premises sign shall be permitted only within the Interstate 5 Freeway Digital Display Sign Corridor or the California State Route 60 Freeway Digital Display Sign Corridor.

1. For purposes of this section, "Interstate 5 Freeway Digital Display Sign Corridor" shall mean any area along the southern terminus of the city within two hundred feet of the I-5 Interstate Freeway right-of-way boundary.

2. For purposes of this section, the "California State Route 60 Freeway Digital Display Sign Corridor" shall mean any area within six hundred feet of the California State Route 60 Freeway right-of-way boundary.

C. Off-Premises Digital Display Poster Conversion. The replacement of existing off-premises signs with an off-premises digital display shall only be permitted where (a) the existing and replacement sign face measures no less than two hundred (200) square feet and no more than three hundred (300) square feet (cabinetry and trim excluded), (b) the sign face is not primarily viewed from a freeway, (c) the existing off-premises sign is located on a commercial or industrial zoned property and is not within 200 feet, measured from the sign structure, of residentially zoned property, (d) the replacement digital display face is no less than one thousand (1,000) feet from any other off-premises digital sign face on the same side of the street or roadway, (e) the existing off-premise sign is not attached to a building rooftop, and (f) no structural alteration to the existing sign structure is required. For the purposes of this section, an “Off-Premises Digital Display Poster Conversion” shall mean any off-premises digital display consistent with the standards of this subsection C.

~~C~~D. Development Agreement Required.

1. New Off-Premises Digital Display Signs. The construction of a new off-premises digital display sign within either digital display sign corridor shall be allowed only with the approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and in compliance with all other standards imposed by this chapter.

2. Relocation of Off-Premises Sign. The relocation of an off-premises sign, and its replacement with a new off- premises digital display sign, is allowed only upon approval of a development agreement by the city council, containing appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by this chapter.

3. Off-Premises Digital Display Poster Conversion. An Off-Premises Digital Display Poster Conversion shall be allowed only upon approval of a development agreement by the city council containing appropriate standards and public benefits to be negotiated between the sign owner and the city, which public benefits shall include removal of other existing off-premises signage on a one to one (1:1) ratio, at a minimum, and in compliance with all other standards imposed by this chapter.

~~D~~E. Off-Premises Digital Display Sign Permit. No person or entity shall construct, build, erect, or relocate an off-premises display sign or an off-premises digital display sign without first being issued an off-premises digital display sign permit by the planning manager or designee. The planning manager shall issue an off-premises digital display sign permit only if the applicant satisfies all of the general conditions set forth in Section 17.62.105(~~E~~F). An applicant shall provide visual simulations or renderings of the proposed off-premises digital display sign as may be directed by the planning manager and a photometric study prepared by a city approved lighting engineer.

~~E~~F. General Standards and Conditions. The provisions of this subsection are in addition to any standards imposed in the development agreement. To be issued an off-premises digital display sign permit, the off-premises digital display, including Off-Premises Digital Display Poster Conversions, must comply, at a minimum, with all of the following requirements, as applicable:

1. The city council shall have approved a development agreement pursuant to Section 17.62.105(C) between the city and applicant.

2. Off-premises digital display signs shall be located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor, as defined in Section 17.62.1 05(8)~~.~~ and Off-Premises Digital Display Poster Conversions shall be located consistent with the location standards in Section 17.62.105(C) and shall not be limited to being located within the Interstate 5 or California State Route 60 Freeway Digital Display Sign Corridor.

3. An off-premises digital display shall not be erected within five hundred feet of any off-premises display on the same side of the freeway. An off-premises digital display shall not be erected within one thousand feet of any other off-premises digital display on the same side of the freeway.

4. An off-premises digital display sign face area shall not have more than six-hundred and seventy-two square feet, but excluding border, trim, base or apron supports, and other special advertising features or additions or other structural members.

5. The interval between the change in digital content shall be a minimum of eight seconds and the images shall change instantaneously, without special transitional effects.

6. No digital display sign may include any illumination or message change that is in motion or that changes intensity.

7. The height of any off-premises digital display sign structure shall not exceed seventy-five feet measured from the lower of either the ground level at the base of the sign structure or the finished grade of highway the sign is advertising thereto, subject to specific site conditions and visibility factors

as determined by the Planning Manager. For purposes of this Section, "finish grade" shall be measured from the shoulder elevation of the highway immediately next to the "slow lane."

8. An off-premises digital display shall not be permitted to structurally attach on the roof of a building.

9. An off-premises digital display shall not encroach over public rights-of-way.

10. An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.

11. The back or rear of an off-premises digital display structure, which is visible to the public, shall be suitably covered to conceal the inner structures and shall be properly maintained.

12. An off-premises digital display must utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time will the sign exceed a brightness level of 0.3 footcandle above the ambient light for both daytime and nighttime condition.

    Pre-set distances to measure the foot candles impact vary with the face size of each size sign. Measurement distance criteria:

Nominal Face Size	Distance to be measured from:
12' × 25'	150'
10'6" × 36'	200'
14' × 48'	250'

    After commencement of operation, the city may, at the permittee's expense, retain a lighting engineer to conduct follow-up testing and recommend any necessary corrective measures if the city reasonably believes brightness levels exceed this code's requirement. If directed to take corrective measures by city staff based on the lighting engineer's report, the permittee must promptly implement such corrective measures at its sole expense within seven days of the date of the city's demand for corrective measures.

13. All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.

14. Bidirectional or double-faced signs shall be located on the same structure. For parallel double-faced signs, the distance between the back sides of the sign faces shall not exceed eight feet. For "V-shaped" double-faced signs, the distance between sign faces shall not exceed thirty-five feet at their widest point and shall not exceed eight feet at their closest point.

15. ~~An~~Except for Off-Premises Digital Display Poster Conversions, an off-premises digital display structure shall have a single support structure (monopole) and shall be constructed of noncombustible material.

16. All off-premises digital dispalys shall be constructed of non-combustible material.

~~16~~17. All off-premises digital displays shall be ~~maintain~~maintained in good condition and working order, as determined by the city manager or designee, and free of graffiti, peeling paint, faded colors and/or broken and damaged materials. Violators shall be subject to any and all penalties or remedies authorized under the Montebello Municipal Code, state law, and federal law.

~~17~~18. ~~The~~Except for Off-Premises Digital Display Poster Conversions, the permittee shall underground all utilities installed in connection with off-premises digital display.

~~18~~19. No off-premises digital display shall be placed or maintained in violation of the state Outdoor Advertising Act or any other applicable state, federal, or local law.

~~19~~20. Off-premises digital displays shall be oriented away from residential areas.

(Ord. NO. 2375, § 3, 2-24-2016)

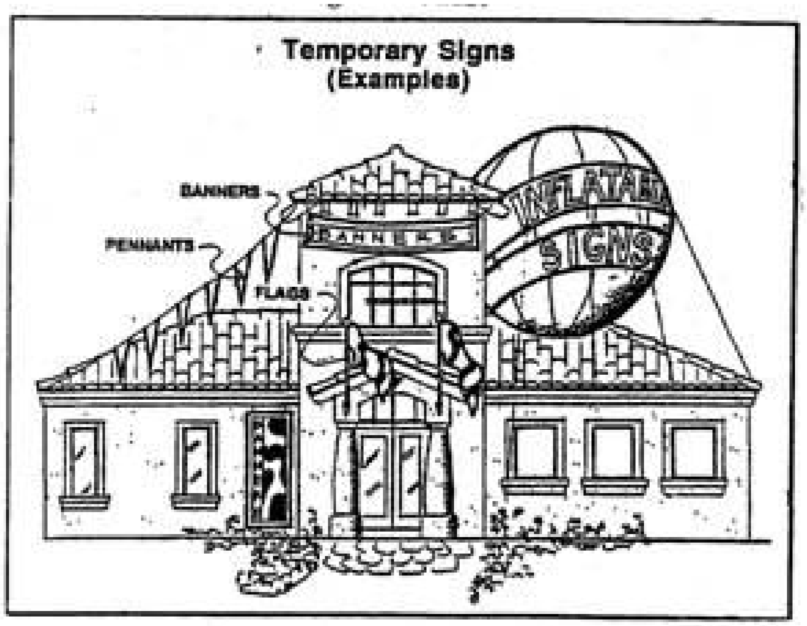
17.62.110 Temporary signs.

The area of temporary signs shall not be subject to the limitations of this chapter on maximum permissible sign area for a site's permanent signs. However, areas of a window devoted on a continuous basis to paper signs or other such advertisements which are changed on a regular basis, will be subject to the limitations of this chapter on maximum permissible sign area.

A. Duration. Temporary signs may be displayed subject to a temporary use permit. A minimum of fifteen days between display periods shall be required. Temporary signs may be displayed up to one hundred twenty days in any given three-hundred-sixty-five-day period subject to one of the following alternatives:

1. Thirty-day display periods, not to exceed four in any given ~~days~~three-hundred-sixty-five-day period;
2. Fifteen-day display periods, not to exceed eight in any given three-hundred-sixty-five-day period;
3. Any combination of individual temporary use permits for thirty-day display periods or fifteen-day display periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days are provided between display periods;
4. An annual temporary use permit for any combination of thirty-day periods and fifteen-day periods, provided that the total number of display days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period, and at least fifteen days between display periods are provided; or
5. An annual temporary use permit which would allow the applicant, subject to the approval of the director of planning, to tailor a permit to the particular needs of a business, provided that the total number of days does not exceed one hundred twenty days in any given three-hundred-sixty-five-day period.

Figure 17.62.110



B. Maximum Size. The sign area of a temporary sign shall not exceed thirty square feet per facade (except inflatable signs).

C. Placement. Temporary signs may be displayed in the same location as permanent signs. At no time may temporary signs be affixed to a temporary structure. All components of a temporary sign shall be removed when the permit expires. Paper signs shall not be displayed on the exterior of any building and shall be limited only to interior window displays.

D. Types. The use of temporary signs shall be limited to the following purposes:

1. Change of ownership or new management announcements;

2. Announcements of special sale events or promotional activities.

E. Exemptions. Temporary election posters and posters for charitable causes are exempted from the preceding limitations, but must be placed on private property and must be removed after the event to which the poster is associated has ended.

F. Inflatable Signs. The use of inflatable signs shall be limited to a total of twenty-eight days in any given three-hundred-sixty-five-day period. A temporary use permit shall be required for the use of an inflatable sign, and each such permit shall be valid for a display period not to exceed seven days. A minimum of fifteen days between display periods shall be required. Days on which an inflatable sign is displayed shall be included among the maximum of one-hundred twenty days per year for the display of temporary signs by a business.

G. Cabinet Cover Signs. Where one business vacates a property and a new business occupies the same site, the new business may utilize a cabinet cover(s) over the existing sign cabinet structure(s) subject to issuance of a temporary use permit until permanent sign faces can be installed in the existing freestanding or wall mounted sign cabinet(s). The use of a cabinet cover(s) shall be limited to a period not to exceed one hundred twenty days. This one hundred twenty-day period shall not be counted among the maximum number of days per year for which the display of temporary signs is allowed.

H. Public Works Contingency. Where a business sign or entrance is obstructed due to a public works project, or where such a project creates the need for additional directional signage, such business may be granted a temporary use permit for the duration of the obstruction. Such a temporary sign shall be used for business identification or directional purposes only. There shall be no charge for a permit for such a sign, nor shall the display period be counted among the maximum number of days per year for which the display of temporary signs is allowed.

I. Fees. Fees for temporary use permits shall be established per resolution by the city council.

J. Prohibited Signs. The following temporary signs shall be prohibited at all times:

1. Temporary signs in the public right-of-way;

2. Inflatable signs made of mylar, or other similar metal-coated plastics.

(Ord. 2160 § 5 (part), 1997)

17.62.120 Limits on projecting into pedestrian or vehicular use areas.

No sign shall project over public right-of-way without first obtaining permission in writing from the city council. Otherwise, no sign, or portion thereof, shall extend or project over any public sidewalk, parkway, street, or other public property, or over any private property used, or intended to be used as a sidewalk, pedestrian path, bikeway, street, driveway, parking lot, driving aisle, parking space, loading area or other pedestrian or vehicular access area, except as provided for in the following provisions:

A. Below Eight Feet. No part of any sign may project or extend into such a pedestrian or vehicular use area below a height of eight feet above ground level.

B. Between Eight and Twelve Feet. Above a height of eight feet and below a height of twelve feet, no sign shall project more than twelve inches into such a pedestrian or vehicular use area.

C. Above Twelve Feet. Above a height of twelve feet, no sign shall project or extend more than thirty inches into such a pedestrian or vehicular use area.

(Ord. 2160 § 5 (part), 1997)

17.62.130 Business identification.

A. Legibility. Every business utilizing any signs pursuant to this chapter must identify itself to the public with a sign which identifies the business using Roman letters and/or Arabic numerals at the front of the business facing the street, and in contrasting colors to the background. This business identification shall be legible from the same or greater distance as any other sign copy for the business on the site.

B. Address. In addition to any signs permitted under the provisions of this chapter, the correct street address number of every commercial and industrial building shall be displayed on the building facing the street, and shall be illuminated during the hours of darkness so that it shall be easily visible from the street. The numerals in these numbers shall be no less than six inches in height and be of a color contrasting to the background. In addition, any business which affords vehicular access to the rear through any driveway, alleyway or parking lot shall also display the same numbers on the rear of the building. (See Section 15.08.110(L) of this code)

(Ord. 2160 § 5 (part), 1997)

17.62.140 Planned sign program.

The purpose of a planned sign program is to encourage consistency of design and regulation and to allow flexibility of design for signs which are harmonious throughout a commercial or industrial development and which promote a positive identification and image. A planned sign program may be approved for freeway signs or for commercial or industrial centers on sites of twenty thousand square feet or more. An application for such program must be reviewed and approved by the planning commission. A planned sign program is intended to provide maximum incentive and latitude to encourage variety and good design of signs, and to allow response to special circumstances, but shall not be used to circumvent the objectives of this chapter. It is intended that signs approved per a planned sign program not be subject to the specific limitations contained in the foregoing provisions of this chapter, but that such signs be equal to or better than that which the specific code standards would otherwise yield. A planned sign program shall be evaluated on the merit of the program being presented (i.e., comprehensiveness, consistency, aesthetics, orientation and need of the advertisement). Conditions may be imposed to the extent that findings required for a sign program cannot be made without imposition of those conditions.

A. Review Standards. A planned sign program may be approved or conditionally approved by the planning commission only if the following findings are made:

1. The proposed signs are consistent with the intent of this chapter, the general plan and any applicable specific plans;

2. The proposed signs are aesthetically and architecturally consistent with each other;

3. The proposed signs are aesthetically and architecturally compatible with the buildings and developments they identify, taking into account building materials, colors and design;

4. The proposed signs are aesthetically compatible with the surrounding commercial development and existing sign treatment in the vicinity; and

5. Approval does not constitute a grant of special privilege or allow substantially greater overall visibility than the standard provisions of this chapter would otherwise provide.

B. Planned Sign Program—Application Form, Filing Fee. Application for a planned sign program shall be made by the property owner, the owner of an existing or proposed business on the site, or an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution of the city council.

1. The following shall be submitted as a part of the application:

a. A completed application on a form provided for this purpose by the planning department;

b. A planned sign program narrative which provides a written description of the goals, objectives and sign criteria; and

c. Seventeen copies of the following:

i. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,

ii. Facade elevations of all buildings showing all existing or proposed signs,

iii. Architectural details of all signs and sign structures, and

iv. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

(Ord. 2160 § 5 (part), 1997)

17.62.150 Deviation from requirements.

When it is found that the strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardship inconsistent with the purpose and intent of this chapter, a minor deviation or deviation may be granted subject to specific requirements and findings as set forth in this chapter.

A. Minor Deviations. When an application for a sign permit has been submitted to the planning department, the director of planning shall have authority to grant or conditionally grant a minor deviation to allow no more than one of the following: a ten percent increase in the height or area of an allowable sign, or a ten percent decrease in the area of a required landscape planter, subject to the findings contained in subsection D of this section.

B. Planning Commission Deviations. The planning commission shall have the authority to grant deviations that are greater than the limitations on minor deviations per subsection A of this section; and to the provisions relating to: (1) the placement of the sign on the land or building; (2) the separation from other signs; (3) the abatement of nonconforming signs. Deviations approved by the planning commission shall be processed in the same manner as a zone variance except that public notice of the hearing is not required.

C. Planning Commission Deviations—Application Form, Filing Fee. Application for a planning commission deviation shall be made by the property owner, or the business owner of an existing or proposed business on the site, or by an authorized agent thereof, to the planning commission on a form provided for that purpose by the city. Such application shall be submitted to the planning department accompanied by filing fees in an amount established by resolution by the city council.

   The following shall be submitted as part of the application:

   1. A completed application on a form provided for this purpose by the planning department; and

   2. Seventeen copies of the following:

      a. A fully dimensioned and detailed plot plan of the site indicating the location of all existing and proposed signs,

      b. Facade elevations of all buildings with existing or proposed wall signs,

      c. Architectural details of all signs and sign structures, and

      d. Other material the city planner may deem necessary to communicate the intent of the proposal to the planning commission.

D. Deviation Findings. Deviations may be approved or conditionally approved only if the granting authority finds that:

   1. The strict or literal interpretation of the provisions set forth in this chapter would cause undue difficulties and unnecessary hardships inconsistent with the purpose and intent of this chapter;

   2. The sign is in proportion to the structure or use to which it relates;

   3. The sign's external features are in balance and unity, and present a harmonious appearance;

   4. The sign is compatible with the style or character of improvements on adjacent property; and

   5. The sign is consistent with the objectives of the general plan or any applicable specific plan.

(Ord. 2160 § 5 (part), 1997)

17.62.160 Nonconforming signs.

It is the intent of this section to recognize that the eventual elimination, as expeditiously as possible, of existing signs that are not in conformity with the provisions of this chapter is as important, as is the prohibition of new signs that would violate these regulations. It is also the intent of this section that any elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights.

A. Definition. A nonconforming sign is a sign which had been lawfully established prior to the time of the adoption of these standards which:

   1. Does not now conform to these standards; or

   2. Is neither specifically permitted or prohibited under these standards.

B. General Requirements. A nonconforming sign shall be properly maintained m accordance with Section 17.62.040 of this chapter but may not be:

   1. Changed to another nonconforming sign;

   2. Improved or structurally altered so as to extend its useful life, outside of a change in copy; or

   3. Expanded, moved or relocated, except as provided in Section 17.62.105, Off-Premises Digital Display signs.

C. Removal or Replacement. Nonconforming signs and other signs must be removed or replaced by conforming signs when any of the following applies:

1. A sign which was erected without first complying with all ordinances and regulations in effect at the time of its construction and erection or use;

2. A sign which was lawfully erected but the use of which has ceased, or the structure upon which the display was erected has been abandoned by its owner for a period of not less than ninety days;

3. The business represented by the sign replaces or expands the existing signs on the site;

4. A sign which has been more than fifty percent destroyed and the destruction is other than facial copy replacement, and the display cannot be repaired within thirty days of the date of its destruction;

5. A sign for which there has been an agreement between the sign owner and the city for its removal as of any given date;

6. A sign which may become a danger to the public or is unsafe;

7. A sign which constitutes a traffic hazard not created by relocation of streets or highway or by acts of any city or county; or

8. In addition to the preceding, any nonconforming sign located within a redevelopment project area must also be removed according to the amortization period as specified in the following table and as measured from 10/12/87 or the subsequent date of adoption of any amendment of this chapter which created the nonconformity:

Amortization Table

Permit Value of Sign	Period for Removal
$0 to $1,000	12 months
1,001 to 2,000	18 months
2,001 to 3,000	24 months
3,001 to 4,000	30 months
4,001 to 5,000	36 months
5,001 to 6,000	42 months
6,001 to 7,000	48 months
7,001 to 8,000	54 months

8,001 to 9,000	60 months
9,000 to 10,000	68 months
10,001 and over	72 months (6 years)

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 4, 2-24-2016)

17.62.170 Definitions.

For the purpose hereof, the following definitions shall apply:

"Awning sign" means a sign which is painted, sewn, stained, etc., permanently onto the exterior surface of an awning. For the purpose of this chapter, an awning is a permanent or temporary structure attached to and entirely supported by a wall of a building and installed over and partially in front of doors, windows or other openings in a building and over all or any portion of a building wall. Said awning consists of a frame with a canvas or other similar material covering the entire frame.

"Cabinet cover sign" means a temporary sign cover constructed of cloth, vinyl, plastic, canvas, or other similar light-weight materials. This temporary sign is designed to cover a sign cabinet of a freestanding or wall mounted sign.

"Cabinet sign" means a sign which contains all the text and/or logo symbols within a plastic single faced area, which may or may not be internally illuminated, and is held within a structural casing usually fabricated of sheet metal. This metal sign structure shall be referred to as a sign cabinet. Cabinet signs that are mounted on a building shall be referred to as a wall sign.

"Changeable copy sign" means a sign that is designed so that the individual characters, letter, or illustrations can be changed or rearranged on a regular basis without altering the face of the surface of the sign.

"Channel letter sign (individual letter sign)" means individual three dimensional letters, characters, logos or figures mounted individually on a wall surface or on a race-way. Channel letter signs shall be referred to as wall signs.

"Clearance of a sign" means the vertical space or distance between the lowest most horizontal ornamental or structural element of the sign to the ground immediately below such point.

"Commercial advertising statuary" means a statue or other three dimensional structure in the form of an object that identifies, advertises or otherwise directs attention to a product or business.

"Digital display" means "message center" as defined in Business and Professions Code section 5216.4, which is any advertising display where the message is changed more than once every two minutes, but not more than once every four seconds.

"Elevation" means the exterior walls of a building exposed to public view.

"Facade" means the exterior walls of a building which are exposed to public view.

"Front facade" means the main building elevation containing the primary entrance of the building which typically faces a public street. In cases where a business is located in a multiple tenant commercial or industrial center, the front facade shall be the main entrance to the business.

"Flag," "pennant" or "banner" means a device generally made of flexible materials, usually cloth, paper or plastic. They may or may not contain any sign copy and are primarily intended to draw attention.

"Flashing illuminated sign" means any directly or indirectly illuminated sign which exhibits changing natural or artificial light or color effects by any means whatsoever.

"For sale sign" or "for rent sign" means a sign indicating the availability for sale, rent or lease of the specific lot, building or portion of a building upon which the sign is displayed.

"Freestanding sign" means a sign that is independent of or not affixed to any building or structure, permanent in nature, entirely supported by one or more poles with a solid base or other structural elements and either placed on or anchored in the ground. Pursuant to this chapter, pole signs, monument signs, and pylon signs are all considered to be freestanding signs.

"Freeway sign" means a sign whose purpose is to identify a specific service-oriented business (those offering eating facilities, lodging accommodations or automobile services) which is located adjacent to the freeway right-of-way, or separated from the right-of-way by a frontage road.

"Height of a sign" means the vertical distance measured from the highest point of the sign including any architectural, ornamental or structural element of the sign to the ground immediately below such point.

"Inflatable sign" means a balloon or other object inflated with lighter-than-air gaseous elements for buoyancy, which is attached or anchored to any building, structure or the ground, and shall include all parts, portions, units and material composed of the same, including the support or anchor.

"Leading edge" means the closest vertical edge of a sign to the property line or other point of reference as specified in this chapter.

"Linear" refers to length only.

"Mansard sign" means any cabinet sign that is mounted permanently to a mansard roof or other similar roof structure such as an angled roof structure directly above a marquee.

"Marquee" means any permanent construction/structure which projects from the wall of a building and which usually extends out over the front entrance of a building.

"Marquee sign" means any sign mounted to the top of a marquee but which is below the roof line or top of a building parapet.

"Monument sign" means a freestanding, low profile structure with a solid base which may be internally or externally illuminated and is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's horizontal dimension is greater than its vertical dimension.

"Mural" means a large painting or picture, which may be pictorial or abstract, applied to or made a part of a wall, or a large painting done on a panel which is then affixed to a wall.

"Off-premises sign" means any sign which directs attention to a business, commodity, service or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located. The phrase "off-premises sign" includes signs referred to as subdivision or tract advertising and/or directional signs and billboards.

"Painted wall sign" means any sign which is painted directly to the exterior wall of a building or masonry block wall.

"Planned sign program" means an adopted master sign plan providing coordinated signs for a site using one or more common design elements such as colors, materials, lettering, sign type or style, or illumination.

"Pole cover" means a decorative architectural feature which covers the supporting pole(s) or other structural supports of a sign.

"Pole sign" means a freestanding structure which is supported by a structural member(s) with air space between the ground level and the bottom of the sign.

"Portable sign" means any sign capable of being carried or moved from one spot to another and which is not permanently affixed or attached to the ground or to any structure.

"Projecting sign" means a sign attached to an exterior wall and/or to the roof of a building, which sign is oriented at an angle up to ninety degrees to or from the building.

"Pylon sign" means a freestanding structure which is affixed in or upon the ground with no air space between the ground and the bottom of the sign cabinet. The sign's vertical dimension is greater than its horizontal dimension.

"Relocation" means removal of an existing off-premises display or advertising structure and the construction of a new digital display to substitute or replace the display or advertising structure removed.

"Roof sign" means a sign supported by or attached to the roof of a building or projecting higher than the roof line, parapet wall or cornice of a building.

"Setback" means the distance between the property line abutting the street right-of-way line and the front line of a building, structure, freestanding sign or any projection thereof.

"Sign" means any device for visual communication, including any announcement, declaration, demonstration, display, illustration or insignia, which is used to advertise or promote the interests of any person, business group or enterprise, including, but not limited to, outdoor advertising structures.

"Sign area" means the entire surface area of the sign copy, which includes the total area of the copy and background whether or not there is sign copy on all surfaces. Architectural design embellishments and structural elements such as sign pedestal or pole are not part of the sign area. The sign face includes the smallest square, circle, rectangle, triangle or combination of irregular shapes that will encompass the extreme limits of the copy together with the frame or structural trim of the display such as a sign cabinet.

"Sign copy" means any words, characters, logos, letters, numbers, figures, designs or other symbolic representations incorporated into a sign. The sign copy may consist of individual channel letters or a plastic, lexan or ~~plexiglas~~plexiglass face of a cabinet sign.

"Site" means one or more contiguous lots or parcels which are jointly used or developed in any manner.

"Street frontage" means the length of a lot or parcel of land contiguous with or adjacent to a public right-of-way, street or highway.

"Temporary sign" means a sign or display constructed of cloth, plastic, canvas, or similar lightweight materials, with or without frames, or an inflatable sign, other than a standard twelve-inch latex balloon, which are intended to be displayed for a temporary period, and which is used for advertising, promotion or directing of the public interest to: the sale or lease, or change of ownership or management of a business or property, announcement of special sale events or promotional activities, election posters and campaign literature, charitable causes.

"Under marquee sign" means any sign mounted beneath and affixed to the marquee of a building.

"Wall sign" means any sign posted on, suspended from, or otherwise affixed in an essentially flat position to the wall of a building. Such signage shall not include signs painted directly onto the building.

"Wind driven sign" means any sign consisting of one or a series of two or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

"Window sign" means any sign affixed to a window or within twelve inches of a window that is intended to be seen from the exterior of a building through a window.

(Ord. 2160 § 5 (part), 1997)

(Ord. No. 2375, § 5, 2-24-2016)

Appendix A
INDEX OF PRIMARY USES

(Temporary Use Permits Required—Refer to Chapter 12.16 for Temporary Uses)

Numbered footnotes appear at the end of this appendix

USE	ZONE (R = Use by right; C = Conditional use permit)										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Access to Property						C	C	C	C		
Accessory Dwelling Unit[55]	R	R	R	R	R						
Acetylene Storage										R	R
Acid Manufacture											C
Addressograph Service									R	R	R
Adult Business (see Chapters 17.60 and 5.76)										R	R
Advertising, Outdoor (Off-premises)									R	R	R
Agricultural Equipment, Sale or Rent										R	R
Agricultural or Horticultural Growing Grounds[1]	C	C	C	C	C			C			
Air Pollution Station	C	C	C	C	C	C	C	C	C	C	C
Airports and Heliports									C[2]	C	C
Alcohol, Manufacture of											R
Ambulance Service								C	R	R	R
Ammonia, Manufacture of											R
Ammunition, Manufacture of										C	C
Amusement Arcades (see Chapter 17.66)								C	C		
Amusement Parks	C							C	C	C	
Animal Shelter										R	R
Antique Shops, Retail								R	R	R	R
Appliance Sales & Repairs (Household & Small Appliances)								R	R	R	R
Aquariums	C	C	C	C	C	C	C	C	C	C	C
Asphalt Refining or Asphalt Mixing Plants											C
Assembly Buildings & Uses	C				C			C	C	C	
Athletic Fields	C	C	C	C	C	C	C	C	C	C	C
Auditoriums	C	C	C	C	C	C	C	C	C	C	C

Summary report: **Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 6/6/2023 9:40:18 AM**	
Style name: L&W with Moves	
Intelligent Table Comparison: Active	
Original DMS: iw://usdocs.lw.com/US-DOCS/142716212/1	
Modified DMS: iw://usdocs.lw.com/US-DOCS/142716212/2	
Changes:	
Add	41
~~**Delete**~~	35
~~*Move From*~~	0
Move To	0
Table Insert	0
~~**Table Delete**~~	0
Table moves to	0
~~*Table moves from*~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	76

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 06-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 01-23 (1633 WASHINGTON BLVD.) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement ("DA No. 01-23") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, California Government Code Sections 65864, *et seq*., ("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 Amended and Restated Development Agreement 01-23 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Blvd. in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds and determines the following: 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; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Amended and Restated Development Agreement 01-23.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of July 2023.

____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, __________________, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 06-23 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held July 18, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

____
JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

MONTEBELLO PLANNING COMMISSION
RESOLUTION NO. 07-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPT AN ORDINANCE APPROVING AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 02-23 (1720 BLUFF RD.) BETWEEN THE CITY OF MONTEBELLO AND CLEAR CHANNEL OUTDOOR, INC. FOR A DIGITAL SIGN

WHEREAS, on June 21, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement ("DA No. 02-23") with the City to allow the removal and replacement of the existing outdated double-faced static outdoor advertising sign with new double-faced digital outdoor advertising sign pursuant to Government Code Sections 5200, 5412, 5443.5, and 65865 *et seq*.

WHEREAS, The Development Agreement Statute provides that the Planning Commission and the City Council must each hold a public hearing on the proposal prior to approving a development agreement. Development Agreements must be adopted by an ordinance approved by the City Council and cannot be approved unless the legislative body finds that the request/project conforms to the General Plan and any applicable specific plan.

WHEREAS, California Government Code Sections 65864, *et seq*., ("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, Amended and Restated Development Agreement 02-23 between the City of Montebello ("City") and Clear Channel Outdoor, Inc., ("Developer") is being recommended to the City Council for approval; and

WHEREAS, Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road. in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001 upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property; and

WHEREAS, section 17.62.105(C)(2) of the Montebello Municipal Code requires a development agreement be approved by the city council for relocation of an off-premises sign, and its replacement with a new off-premises digital display sign; and

WHEREAS, such development agreement as required by section 17.62.105(C)(2) must contain appropriate standards and public benefits to be negotiated between the sign owner and the city, and compliance with all other standards imposed by the Montebello Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

Section 2. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to the “Common Sense” exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment and also states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. The Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the Project conforms with the Montebello General Plan, Land Use Element as it will provide a plan for enhanced advertising opportunities for businesses in an effort to increase the taxable revenue from these properties as well as the potential for increased sales tax revenues to the City and eliminates blight through the removal, replacement, and relocation of older signs and the construction of new state-of-the-art digital signs.

Section 4. The Planning Commission hereby finds and determines the following 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; the terms of the Agreement will not be detrimental to the public’s health, safety, or general welfare; and this Agreement is consistent with the City’s General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City’s planned development.

Section 5. The Planning Commission hereby recommends that the City Council of the City of Montebello adopt an ordinance approving Amended and Restated Development Agreement 02-23.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution and it shall go into effect immediately upon its adoption.

APPROVED AND ADOPTED BY THE MONTEBELLO PLANNING COMMISSION on this 18th day of July, 2023.

____
VICTOR CUEVAS, CHAIR
MONTEBELLO PLANNING COMMISSION

ATTEST:

I, __________________, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 07-23 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held July 18, 2023, and that same was approved and adopted by the following vote to wit:

AYES:
NOES:
ABSENT:

____
JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 03-22 (Agreement No. 4033) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq.*, ("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.

B. Developer has a leasehold interest in that certain portion of real property located at 1633 Washington Boulevard in the City of Montebello, CA 90640, Assessor Parcel Number 6353-015-023, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus") with refurbishment costs not to exceed Twenty thousand Dollars ($20,000) per digital display face under this Agreement.

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [XX].

H. 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; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [XX], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [XX] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 " Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. ___, but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. ____, and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.14 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.16 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.17 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. 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.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"),payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable

NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if the there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces . Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section 6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will 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 (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 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 Project to be permitted and operated and to provide the Development 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.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

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

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, 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 by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto 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 Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Montebello 1600 West Beverly Boulevard Montebello, CA 90640 Attn: City Manager
To Developer:	Clear Channel Outdoor, Inc. 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: ______________________________

Mayor

ATTEST:

____

City Clerk

APPROVED AS TO FORM:

____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

____

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ____________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ____________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature ________________________________

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

PARCEL MAP AS PER BK 14 P 21 OF PM
LOT 2

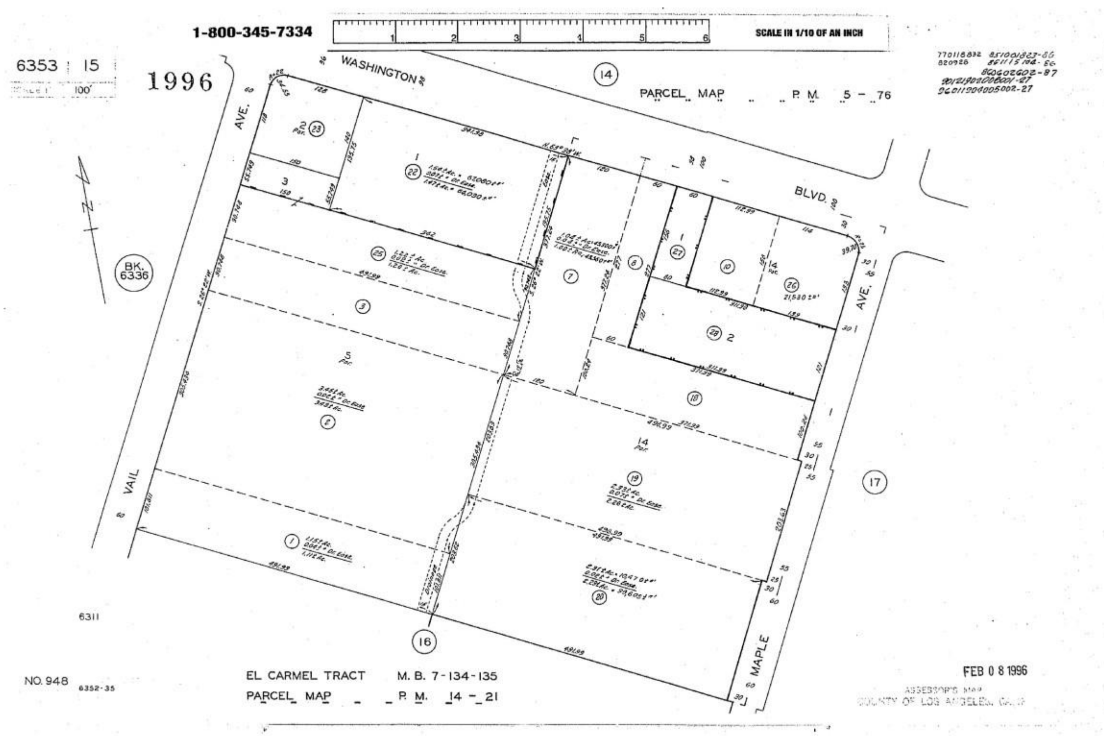


EXHIBIT "B"

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces

Existing West Face

Existing East Face

Digital Panel Sample

EXHIBIT "C"
Billboard Structure and Faces To Be Removed

249 E Beverly Terrace, Montebello, CA 90640 (Panels #3936 & #3937)

East Face

West Face

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: City Clerk

Space above this line reserved for recorder's use
[Exempt From Recording Fee Per Gov. Code §6103]

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX]

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [XX] (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (hereinafter "Developer"). This Agreement hereby amends, restates, and replaces in its entirety that certain Development Agreement No. 02-22 (Agreement No. 4032) by and between City and the Developer.

RECITALS

A. California Government Code Sections 65864, *et seq*., ("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.

B. Developer has a leasehold interest in that certain portion of real property located at 1720 Bluff Road in the City of Montebello, CA 90640, Assessor Parcel Number 6369-008-001, as more specifically described in Exhibit "A" (the "Site") upon which Developer currently owns and operates an existing lawfully permitted -double- faced 12' x 25' outdoor advertising sign with printed display faces and seeks to relocate such sign in place as a double-faced 12' x 25' outdoor advertising sign with digital display faces, as more fully described in Exhibit "B" hereto ("New Digital Billboard"), in consideration for the additional removal of the double-faced 12' x 25' outdoor advertising sign located on the real property described on Exhibit "C" hereto (the "Removed Sign" and together with the New Digital Billboard, the "Project").

C. Notwithstanding anything to the contrary in the City's Zoning Ordinance, the City has determined that the Project contemplated herein complies with Sections [XX] of the Zoning Ordinance, as amended by the Ordinance approving this Agreement (the "Code"), and will provide public benefits among other things, resulting in a net reduction in outdoor advertising signage in the City.

D. City and Developer agree and acknowledge that the outdoor advertising sign relocation contemplated herein complies with, and serves the purposes enumerated in, California Business & Professions Code Sections 5200 *et seq*. (the "California Outdoor Advertising Act"), including, but not limited to, Sections 5412 and 5443.5.

E. In exchange for the approvals sought to convert the existing double-faced billboard with printed display faces to the New Digital Billboard, as described above, Developer has offered to:

1. Pay to the City an annual Development Fee, as defined and provided in Section 2.6 below, for the cost to the City to ameliorate the impact of the installation of the digital sign panels on the New Digital Billboard; and

2. Provide advertising space free of charge to City on a space available basis as further described below.

3. Pay to the City a signing bonus of Twenty thousand Dollars ($20,000) per digital display face under this agreement to be used to refurbish the City's existing on-premise sign located at 1600 W Beverly Blvd., Montebello CA 90640, (the "Signing Bonus").

4. Removal of the Removed Sign, as such term is defined herein.

F. Developer and City agree that a development agreement should be approved and adopted to memorialize the expectations of City and Developer as more particularly described herein.

G. On [DATE], the City Council of the City, pursuant to Government Code sections 65867 and 65867.5 and other applicable law, held a duly noticed public hearing to consider the approval of this Agreement and, after hearing public testimony thereon, considered the proposal and introduced Ordinance No. [X].

H. 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; the terms of the Agreement will not be detrimental to the public's health, safety, or general welfare; and this Agreement is consistent with the City's General Plan and Municipal Code. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including the reduction of visual clutter, elimination of non-conforming signage, and facilitation of the orderly development, relocation and distribution of existing displays to more appropriate locations within the City, while allowing for the incorporation of modern technology into relocated displays and an overall reduction in the number of outdoor advertising signs in the City as part of the City's planned development.

I. On [DATE], the City Council held the second reading of Ordinance No. [X], thereby approving this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. [X] of the City Council have been duly and regularly taken.

K. In exchange for the benefits to the City described in the Agreement, together with other public benefits that will result from the development of the Project (as defined below), Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with Land Use Regulations (as defined below), and therefore desires to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in the Agreement. In addition to the terms defined in the Recitals above and elsewhere in this Agreement, the defined terms include the following:

1.1.1 "Site Lease" means the lease agreement by and between Developer and Bluff Road East LLC, a Limited Liability Company, the owner of the Site.

1.1.2 "Agreement" means this Development Agreement and all attachments and Exhibits hereto.

1.1.3 "City" means the City of Montebello, a California municipal corporation.

1.1.4 "City Council" means the City Council of the City.

1.1.5 "Developer" means Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns, duly existing and operating, and doing business at 19320 Harborgate Way, Torrance, CA 90501.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any other governmental agency for the construction and/or operation of the Project by Developer pursuant to the Scope of Development, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA") and from the California Department of Transportation ("Caltrans"), if any.

1.1.7 "Effective Date" is when the Agreement is signed by both the Developer and City and when the Agreement is approved by Ordinance No. [X], but shall be no sooner than 30 days following approval of this Agreement by Ordinance No. [X], and after expiration of all applicable appeals periods.

1.1.8 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City, including, but not limited to, the City's General Plan, Municipal Code and Zoning Code, which govern development and use of the Site, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Site which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement. Land Use Regulations shall also include

NPDES regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.9 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, including each of their respective successors and assigns.

1.1.10 "New Digital Billboard" means the new double-faced digital sign, as described in Exhibit "B" hereto located on the Site, and a relocation in place of the existing lawfully permitted double faced outdoor advertising structure 12' x 25' foot printed display faces on the Site.

1.1.11 "Operational" means the New Digital Billboard is capable, legally and functionally, of displaying advertising on the digital displays with a permanent source of power.

1.1.12 "Project" means the complete removal of the Removed Sign and the removal of the existing printed display faces and , and the installation of digital display faces on the New Digital Billboard ".

1.1.13 "Removed Sign" means the sign to be completely removed as more fully described on Exhibit "C" hereto.

1.1.14 "Scope of Development" means the Scope of Development attached hereto as Exhibit "D" and incorporated herein.

1.1.15 "Signing Bonus" means the upfront payment to be used by the City to refurbish its existing on-premise sign as provided in Recital E.3 above.

1.1.16 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement which governs development and use of the Project and/or the Site.

1.1.17 "Subsequent Development Approvals" means any and all permits and approvals which may be required by City, affected utility, or any other governmental agency for repair, maintenance, construction, reconstruction, enhancement, development, operation, or other work to be performed by Developer, including but not limited to, necessary building permits and all approvals required under the California Environmental Quality Act ("CEQA"), that occurs after the Project has been constructed and become operational. Consistent with the Outdoor Advertising Act (Bus. & Profs. Code, § 5200 et seq.), the performance of customary maintenance does not require local approvals.

1.1.18 "Term" shall have the meaning provided in Section 2.4, unless earlier terminated as provided in this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Description of New Billboard), Exhibit "C" (Removed Billboards), and Exhibit "D" (Scope of Development)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the Site, the Project, or the New Digital Billboard, including actions by the City on applications for Subsequent Development Approvals affecting the Site, shall be subject to the terms and provisions of this Agreement; provided, however, that nothing in this Agreement shall be deemed or construed (i) to modify or amend the Site Lease, or any of Developer's obligations thereunder; (ii) bind or restrict the owner of the Site with respect to its ownership or operation of the Site; or (iii) to impose any obligation whatsoever on the owner of the Site, including without limitation any obligation with respect to the Project, except as expressly set forth in this Agreement.

2.2 Interest in the Site. City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Site and thus is qualified to enter into and be a party to this Agreement under California Government Code 65864 *et. seq*. If Developer's leasehold interest is prematurely terminated by the owner of the Site, then Developer shall have no further obligations under Section 3.2 4 or Exhibit "D" of this Agreement relative to the construction or maintenance of the sign thereon, including but not limited to any payments under Section 2.6 or elsewhere hereunder. Additionally, if Developer's leasehold interest is prematurely terminated by owner of the Site, then this Agreement shall be terminated and Developer shall have no further obligations under this Agreement, except as provided under Section 4.1 with respect to Developer's responsibility to remove the digital display faces on the New Digital Billboard as provided therein.

2.3 No Assignment. Except as set forth herein, neither party may sublet, assign or otherwise transfer this Agreement, or any interest herein, either voluntarily or by operation of law, without the other party's prior written consent, which the other party shall not unreasonably withhold, condition, or delay. Notwithstanding the above, the consent of City shall not be required: (a) for Developer to assign its rights and duties under this Agreement to any type of legal entity, including but not limited to a limited liability company, corporation, or limited partnership, controlling, controlled by or under common control with Developer or to any entity that acquires a majority of Developer's assets in the Southern California market; or (b) in the event any such entity to which this Agreement has been so assigned thereafter merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, changes ownership or sells any of its assets or stock. Any security posted by Developer may be substituted by the assignee or transferee. 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.

2.4 Term of Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect until the earlier of: (a) twenty (20) years after the date the digital display faces on the New Digital Billboard become Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the digital display faces on the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a printed face, then this Agreement will remain in full force and effect as to the second digital face and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. This Agreement may be extended at Developer's option at the end of the initial term by delivery of written notice from Developer to the City not less than ninety (90) days prior to expiration of the initial term of this Agreement Within thirty (30) days after the expiration or termination of this Agreement, the parties shall execute a written cancellation of this Agreement which shall be recorded with the County Recorder pursuant to Section 9.1 below. The term of this Agreement supersedes any amortization period that may apply under the Montebello Municipal Code as to any non-conformity as applied to the Site.

2.5 Processing Fee. Upon submission of its application for the Project approvals, Developer will pay to City a processing ("Processing Fee") in the amount of Ten Thousand Dollars ($10,000). This fee is in addition to the payment of customary building plan check or building permit fees. The City shall retain and use the Processing Fee, or any part thereof, for payment of any and all standard fees applicable for the necessary City review, evaluation, and analysis pertaining to the New Digital Billboard, including, but not limited to, legal fees and feasibility analysis incurred by the City in negotiation and preparation of this Agreement.

2.6 Development Fee. The potential impacts of the Project on the City and surrounding community are difficult to identify and calculate. Developer and City agree that an annual development fee paid by Developer to City would adequately ameliorate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee in the amount of Ten Thousand Dollars ($10,000.00) per digital display face to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the display faces on the New Digital Billboard become Operational (the "Commencement Date"), and within thirty (30) days of the year anniversary of such Commencement Date throughout the Term of this Agreement, as follows:

2.7 Notification of Operational Date. Developer shall notify the City in writing when the digital display faces on the New Digital Billboard becomes Operational for the purpose of determining the Commencement Date. The City's issuance of a building permit shall not be unreasonably withheld, provided the issuance of a building permit is done in compliance with the terms of this Agreement and said permit is issued in full compliance with applicable building codes and standards.

2.8 Community Benefits. Developer shall also provide the following community benefits during the entire Term of this Agreement:

2.8.1 City's Use of Digital Sign. Developer shall also provide, free of charge to City on a space available basis, advertising space on the digital display faces on the New Digital Billboard for purposes of posting public service announcements and City-related advertising or announcements ("City Messages"). The City shall submit all proposed copy of City Messages to Developer not less than five (5) business days prior to the date the copy is proposed to be displayed, and, with the exception of Public Service Messages described in Section 2.8.3, the City shall notify Developer in writing not less than 30 calendar days prior to a requested display date. All proposed copy shall be subject to Developer's standard advertising copy rejection and removal policies, which allow Developer to approve or disapprove copy and remove copy once posted or displayed. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer shall not reproduce, sell, or give away any such content without the advance written consent of the City. It is expressly understood and agreed that, absent approval from Developer, City Messages shall not include any names, logos or marks associated with any third-party non-governmental person or entity, or any products or services associated with any third-party non-governmental person or entity.

2.8.2 Indemnification for City Messages. The City shall, and hereby does agree to, indemnify, defend and hold harmless Developer for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys' fees), losses, actions or liabilities arising from or in connection with any third party allegation that any portion of any City Message infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Developer's lost profits or consequential damages or any similar right, of any third party.

2.8.3 Public Service Messages. During the entire Term of this Agreement and any extension, Developer shall make advertising space on the digital display faces on the New Digital Billboard Faces available to the appropriate agencies for the purposes of displaying "Amber Alert" or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.

2.9 Prohibited Use. Developer shall not utilize the digital display faces on the New Digital Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, "obscene matter," as that term is defined in California Penal Code section 311, or any matter that is prohibited by any City ordinance existing as of the Effective Date of this Agreement or as may be amended or implemented from time-to-time after the Effective Date and equally applicable to all billboard displays. In addition, the Developer shall at all times comply with Article 7 § 5402 of the Outdoor Advertising Act from the Business and Professions Code. Developer shall immediately remove any prohibited content upon notice from the City. If there is a dispute between Developer and City as to whether any such content is prohibited, Developer shall remove the disputed content until the dispute is resolved.

2.10 Signing Bonus. Developer shall pay to City the Signing Bonus on the Commencement Date.

3. DEVELOPMENT AND IMPLEMENTATION OF THE PROJECT.

3.1 Vested Right to Develop The Site. Developer shall have the right to develop the Project on the Site in accordance with, and to the extent of, the Development Approvals, the Subsequent Development Approvals, and this Agreement pursuant to the Land Use Regulations including, without limitation, Developer's vested right to develop the Project on the Site; provided that nothing in this Agreement shall be deemed to modify or amend the Site Lease. In the event of any conflict or inconsistency between (i) the Agreement, any Project conditions of approval, and terms for issuance of a Project-related building permit, and (ii) the Land Use Regulations, this Agreement and any Project conditions of approval, and terms for issuance of a Project-related building permit shall prevail and control.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement: the rules, regulations and official policies governing permitted uses of the Site; the density and intensity and use of the Site; the maximum height, bulk, and size of proposed structures; the general location of public utilities; the design, and improvement and construction standards and specifications applicable to development of the Site; and other terms and conditions of development applicable to the Project, are set forth in the Land

Use Regulations which are in full force and effect as of the Effective Date of this Agreement, subject to the terms of this Agreement.

3.3 Development Approvals. Developer shall, at its own expense and before commencement of demolition, construction or development of any structures or other work of improvement upon the Site, secure or cause to be secured all necessary Development Approvals. Not by way of limiting the foregoing, in developing and constructing the Project, Developer shall comply with all (1) applicable development standards in City's Municipal Code, (2) applicable NPDES requirements pertaining to the Project, (3) all applicable building and fire codes, except as may be permitted through approved variances and modifications. Developer shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

3.4 Purpose. The purpose of this Agreement is to set forth the rules and regulations applicable to the Project, which shall be accomplished in accordance with this Agreement, including the Scope of Development (Exhibit "D") which sets forth a description of the Project.

3.5 Changes and Amendments. Developer may determine that changes to the Agreement are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Agreement to effectuate such change(s). The Parties acknowledge that City shall be permitted to use its inherent land use authority in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing reasonable discretion, the City shall not apply a standard different than that used in evaluating requests of other developers, and the City must comply with Paragraph 9.18 of this Agreement. Accordingly, under no circumstance shall City be obligated in any manner to approve any amendment to the Agreement. Notwithstanding the foregoing, the City Manager shall be authorized, with the written consent of Developer, to approve any non-substantive amendment to the Agreement without processing a formal amendment to this Agreement. All other amendments shall require the approval of the City Council. The parties acknowledge that any extension of the Term for no more than twenty-four (24) months total is an example of a non-substantive change, which the City Manager, in his or her sole discretion, may approve in writing. Nothing herein shall cause Developer to be in default if it upgrades the digital display installed pursuant to this Agreement during the Term of this Agreement to incorporate newer technology; provided Developer shall secure all applicable ministerial permits to do so and ensure that such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement and the Land Use Regulations.

3.6 Reservation of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Site:

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals to the extent such fees are assessed on a City-wide basis.

(b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearing, reports, recommendations, appeals and any other matter of procedure. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, as adopted by City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the digital display faces on the New Digital Billboard on the Site. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement, and do not (1) reduce the size of the Project as permitted under the Land Use Regulations; (2) interfere with the operation of the New Digital Billboard as permitted under the Land Use Regulations; (3) change the land use designation or permitted or conditionally permitted use of the Site as described in the Land Use Regulations; (4) require the issuance of permits, approvals or entitlements by City other than those required under the Existing Land Use Regulations; or (5) materially limit the processing or procuring of applications and approvals of Subsequent Development Approvals.

(e) Regulations that are in conflict with the Development Approvals or this Agreement, provided Developer has given written consent to the application of such regulations to the Development of the Site.

(f) Applicable Federal, State, County, and multi-jurisdictional law and regulations which City is required to enforce as against the Site and that do not have an exception for existing signs or legal nonconforming uses.

3.6.2 Future Discretion of City. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Land Use Regulations.

3.6.3 Modification or Suspension by Federal or State Law. In the event that applicable federal or state laws or regulations enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, and there is no exception for the legal nonconforming use, each party shall provide the other party with written notice of such state or federal law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement so as to comply with such state or federal law or regulation. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.7 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Site as contemplated herein, and this Agreement does not limit the authority of such other public agencies. Developer acknowledges and represents that, in addition to the Land Use Regulations, Developer shall, at all times, comply with all applicable federal, State and local laws and regulations applicable to the New Digital Billboard and Site that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Project and that do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice

3.8 Public Improvements. Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any Subsequent Development Approvals to require Developer to pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions.

3.8.1 The payment or construction must be to alleviate an impact caused by the Project or be of benefit to the Project; and

3.8.2 The timing of the Exaction should be reasonably related to the development of the Project and said public improvements shall be phased to be commensurate with the logical progression of the Project development as well as the reasonable needs of the public.

3.8.3 It being understood, however, that if the there is a material increase in cost to Developer or such action by City otherwise materially impacts Developer's its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.9 Fees, Taxes and Assessments. During the Term of this Agreement, the City shall not, without the prior written consent of Developer, impose any additional fees, taxes or assessments on all or any portion of the Project, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Approvals. However, this Agreement shall not prohibit the application of fees, taxes or assessments upon the Site only and not the New Digital Billboard or Developer directly as follows:

3.9.1 Developer shall be obligated to pay those fees, taxes or City assessments and any increases in same which exist as the Effective Date or are included in the Development Approvals;

3.9.2 Developer shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as, but not limited to, business license fees or taxes or utility taxes;

3.9.3 Developer shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Developer;

3.9.4 Developer shall be obligated to pay any fees imposed pursuant to any Uniform Code that existed when the application is filed by the Developer or that exists when the Developer applies for any Subsequent Development Approval.

3.10 Additional Fees; Termination. Notwithstanding anything to the contrary herein, if there is a change in such fees to those charged as of the full execution hereof, or any additional fees are charged and such additional or increased fees materially change Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice.

3.11 Term. The term of any Development Approvals and Subsequent Development Approvals shall be automatically extended for the longer of the Term of this Agreement or the term otherwise applicable to the Development Approvals and Subsequent Development Approvals.

4. REMOVAL OF BILLBOARD DISPLAY FACES.

4.1 Removal by Developer. If an extension of the Term is not granted by the City according to the provisions of paragraph 2.4, above, the New Digital Billboard digital display faces will be removed and the displays may be converted back to printed displays. In the event that the digital displays are not converted back to printed displays according to the terms of this paragraph, Developer shall within sixty (60) days from expiration of the Term, at its sole cost and expense, be required to demolish and remove the New Digital Billboard digital display faces.

4.2 City's Right to Removal. Provided Developer is not in material breach hereof past any applicable notice and cure period, City will not have the right to remove the New Digital Billboard digital display faces . Should Developer be in material breach of this Agreement past any applicable notice and cure period, and subject to due process, City may only require removal of the New Digital Billboard digital display faces. If City requires the New Digital Billboard digital display faces to be removed pursuant to the terms of this paragraph, Developer shall, at its sole cost and expense, remove the digital displays upon the New Digital Billboard and convert the displays to printed displays within ninety (90) days of City's notice to Developer of such breach.

5. REVIEW FOR COMPLIANCE.

5.1 Annual Reviews. At least once every twelve (12) months, Developer shall demonstrate its good faith compliance with the terms hereof by providing written correspondence addressed to the City Manager demonstrating such good faith compliance. "Good faith compliance" shall mean that Developer has sufficiently followed the terms of this Agreement so as to carry out the intent of the parties in entering into it. After receiving and reviewing Developer's written submission, if the City Manager finds that Developer is not acting in good faith compliance with this Agreement, the City Manager shall schedule a hearing before the Planning Commission in order to evaluate Developer's good faith compliance with the terms of the Agreement. The City shall provide Developer with notice of such hearing and a copy of all staff reports and related exhibits as soon as available, but in no event later than five days prior to the hearing. The Planning Commission's determination following such hearing shall be based on substantial evidence, and shall be subject to appeal to the City Council. If the Planning Commission or City Council, as applicable, finds that the Developer is not in good faith compliance with the terms of this Agreement, the provisions of Section 6 shall govern the parties rights.

5.2 City Right of Access. The City, its officers, employees, agents and contractors, shall, in the exercise of the City's police power, have the right, at their sole risk and expense, to enter the Site consistent with any rights the City has obtained by virtue of recorded easement or other property interests or, if no such interests exist, upon execution of a license or other applicable written agreement in a form mutually acceptable to the owner of the Site and upon written notice to Developer. The access to the Site described in this paragraph shall be for the purpose of conducting the inspection, maintenance, repair, service, construction, or relocation of any public improvements or public facilities located on the Site, or to exercise its rights under section 4.2. If an emergency repair to a public improvement or public facility on the Site is required and the City does not possess and has not obtained the foregoing access rights, Developer acknowledges that the City may exercise its police power to enter the Site and conduct such repair after providing Developer and the Site owner with reasonable advance notice, with the reasonableness of such notice to be determined from the circumstances necessitating the entry. Any damage or injury to the Site or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the City. The City also may access the Site in order to implement any of its lawful police powers to address any nuisance, dangerous condition, or other condition prohibited under the City's ordinances, so long as the City conducts the foregoing activities in a manner consistent with and protective of Developer's and the Site owner's due process rights. Except as explicitly provided for in this Agreement (including without limitation in this Section and Section 4.2 above), the City shall have no right whatsoever to enter the Site.

5.3 Procedure. Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. If, on the basis of the parties' review of any terms of the Agreement, either party concludes that the other party has not complied with the terms of the Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have forty-five (45) days to cure or remedy the non-compliance identified in the Notice of Non-Compliance, or if such cure or remedy is not reasonably capable of being cured or remedied within such forty-five (45) days period, to commence to cure or remedy the non-compliance and to diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance disputes that it is in non-compliance with the terms of this Agreement, that party shall respond in writing to the Notice of Non-Compliance within forty-five (45) days after receipt of the Notice of Non-Compliance. If a Notice of Non-Compliance is disputed, the parties shall, for a period of not less than fifteen (15) days following receipt of the response to the Notice of Non-Compliance, seek to arrive at a mutually acceptable resolution of the dispute. In the event that a cure or remedy is not timely effected or, if the Notice of Non-Compliance is disputed and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period described above, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 6. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" event as defined in, and subject to the provisions of, Section 9.10.

6. DEFAULT AND REMEDIES.

6.1 Termination of Agreement.

6.1.1 Termination of Agreement for Material Default of Developer. City, in its discretion, may terminate this Agreement upon written notice to Developer for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, City may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In the event of a termination by City under this Section

6.1.1, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.2 Termination of Agreement for Material Default of City. Developer, in its discretion, may terminate this Agreement upon written notice to City for any material failure of City to perform any material duty or obligation of City hereunder or to comply in with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedure set forth in Section 5.3. In addition, Developer may terminate this Agreement upon written notice to City, if despite Developer's good faith efforts, it is unable to secure the Development Approvals and any other necessary approvals and/or compliance with requirements under laws necessary to effectuate the Project is not feasible. In the event of a termination by Developer under this Section 6.1.2, Developer acknowledges and agrees that, unless otherwise set forth below, City may retain all fees, including the Processing Fee and the Development Fee, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee within sixty (60) days after the date of termination and removal of the New Digital Billboard digital display faces that equates to the percentage of time elapsed in the year of the Term at the time of termination. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard digital display faces become Operational, City shall refund any portion of the Processing Fee that the City has not reasonably expended at the time of such termination after payment to City of the fees and costs described in Section 2.5.

6.1.3 Rights and Duties Following Termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to (i) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) Developer's obligation to remove the digital display faces on the New Digital billboard pursuant to Section 4.1 or (iii) any continuing obligations to indemnify other parties.

6.2 Remedies. In addition to the rights of termination set forth above, in the event of a default by either party, the non-defaulting party shall have the right to: (a) bring any proceeding in the nature of specific performance, injunctive relief, declaratory relief, or mandamus and/or; (b) bring any action at law or in equity to compensate the non-defaulting party for all the detriment proximately caused by the defaulting party's default; provided, however, that Developer's sole and exclusive remedy shall be specific performance and Developer shall not have the right to recover monetary damages (compensatory, consequential, or punitive) against the City other than attorneys' fees to the extent provided in Section 9.13 below, and the City shall only have the right to recover actual, direct damages (and not consequential or punitive damages) against Developer, as well as attorneys' fees to the extent provided in Section 9.13 below.

7. INSURANCE, INDEMNIFICATION AND WAIVERS.

7.1

7.1.1 Types of Insurance.

(a) Liability Insurance. Beginning on the Effective Date hereof and until completion of the Term, Developer shall, at its sole cost and expense, keep or cause to be kept in force for the mutual benefit of City, as additional insured, and Developer comprehensive broad form general liability insurance covering Developer's possession and use of the Site and providing protection of at least Two Million Dollars ($2,000,000) for bodily injury or death to any one person, at least Four Million Dollars ($4,000,000) in the aggregate for any accidents or occurrences, and at least One Million Dollars ($1,000,000) for property damage. Developer shall also furnish or cause to be furnished to City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same limits of coverage, as specified above. Developer shall provide to the City annual proof of insurance consistent with terms and conditions of this agreement.

(b) Worker's Compensation. Developer shall also furnish or cause to be furnished to City evidence that any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries worker's compensation insurance as required by law.

(c) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies qualified to do business by California with an AM Best Rating of no less than "A". All such policies shall be non-assignable and shall contain language, to the extent obtainable, to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, but only with respect to the liabilities assumed by Developer under this Agreement; and (ii) the policies cannot be canceled or materially changed by Developer except after written notice by Developer to City or City's designated representative and the City's approval thereof. Developer shall furnish City with certificates of insurance evidencing that Developer has complied with the requirements of this paragraph 7.1.1.

7.1.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required of each policy within the following time limits:

(1) For insurance required above, within seven (7) days after the Effective Date or consistent with the requirements of Exhibit "C" (Schedule of Performance), Item No. 8.

(2) The City can request current certificates of all insurance policies as required. The City reserves the right to obtain copies of relevant policy forms and endorsements of the required insurance policies.

Developer's failure or refusal to procure or maintain insurance as required herein or failure or refusal to furnish City with proof that the required insurance has been procured and is in full force and effect may, after complying with the requirements of Section 5.3, be deemed a default under the terms of this Agreement.

7.2 Indemnification.

7.2.1 General. Developer shall indemnify the City, and its respective officers, employees, and/or agents against, and will 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 (herein "claims or liabilities") that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith, which attorneys will be the attorneys hired by the insurance company where insurance coverage applies.

(b) Developer will promptly pay any judgment rendered against the City or its respective officers, agents, or employees that falls within the scope of Developer's indemnity obligations, as defined above in paragraph 7.2.1.

7.2.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, or employees or contractors. The foregoing indemnity shall also not include claims or liabilities arising from City's use of Developer's advertising space pursuant to paragraph 2.9.1 above.

7.2.3 Additional Coverage. Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of any accident or other occurrence caused by Developer in or on the Site causing injury to any person or property;

(a) Loss and Damage. Except as set forth below, City shall not be liable for any damage to property of Developer or others located on the Site, nor for the loss of or damage to any property of Developer or others by theft or otherwise. Except as set forth below, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature. The provisions of this subparagraph (a) shall not apply (i) to the extent City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage, or (ii) to the extent covered in any permit to enter the Site executed by the City.

(b) Period of Indemnification. The obligations for indemnity under this Section 7.2 shall begin upon the Effective Date and shall survive termination of Development Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Site. City acknowledges that the lenders providing such financing may require certain Agreement modifications and City agrees upon request, from time to time, to meet with Developer, the owner of the Site, and representatives of such lenders to negotiate in good faith any such request for modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested modification provided City determines such modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Site shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project or the Site made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Project or the Site, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall make a good faith effort to provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

(d) Any Mortgagee who comes into possession of the Project or the Site, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project or the Site, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder, or to guarantee such performance; except that (i) to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Project or the Site acquired by such Mortgagee by foreclosure, deed of trust, or deed in lieu of foreclosure, such Mortgagee shall strictly comply with all of the terms, conditions and requirements of this Agreement and the Development Approvals applicable to the Project or the Site or such part thereof so acquired by the Mortgagee.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement shall be recorded with the County Recorder by the City Clerk within ten (10) days of execution, as required by Government Code Section 65868.5. Amendments approved by the parties, and any cancellation, shall be similarly recorded.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 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 Project to be permitted and operated and to provide the Development 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.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning, to achieve the objectives and purposes of the parties hereto. The rule of construction, to the effect that ambiguities are to be resolved against the drafting party or in favor of the non-drafting party, shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and hereof.

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

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

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

9.8 Waiver. Failure of a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit for the parties and their owner, successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.10 Force Majeure. Notwithstanding the contrary herein, 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 by earthquakes, other acts of God, fires, rains, winds, wars, pandemics, epidemics, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government actions and regulations (other than those of the City), court actions (such as restraining orders or injunctions), or other causes beyond the party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of each such event, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to City and City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination.

9.11 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.12 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same affected as if all of the parties had executed the same instrument.

9.13 Litigation. Any action at law or in equity arising under this Agreement or brought by any party hereto 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 Los Angeles, State of California, or such other appropriate court in said county. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside California. In the event of any action between City and Developer seeking enforcement or interpretation of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party is entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorneys' fees.

9.14 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof are legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

9.15 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development of the Project is a private Development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the Development of private property, on the one hand, and the holder of a legal or equitable interest in such property on the other hand. City agrees that by its approval of, and entering into, this Agreement, that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement which are incorporated into this Agreement and made a part hereof, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

9.16 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.17 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain or Developer's right to seek and collect just compensation or any other remedy available to it.

9.18 Amendments in Writing/Cooperation. This Agreement may be amended only by written consent of both parties specifically approving the amendment and in accordance with the Government Code provisions for the amendment of Development Agreements. The parties shall cooperate in good faith with respect to any amendment proposed in order to clarify the intent and application of this Agreement, and shall treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters. Minor, non-material modifications may be approved by the City Manager upon approval by the City Attorney.

9.19 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

9.20 Notices. All notices under this Agreement shall be effective when delivered by United States Postal Service mail, registered or certified, postage prepaid return receipt requested; and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing by providing notice to the other party:

To City:	City of Montebello 1600 West Beverly Boulevard Montebello, CA 90640 Attn: City Manager
To Developer:	Clear Channel Outdoor, Inc. 19320 Harborgate Way Torrance, CA 90501 Attn: Vice President, Real Estate & Public Affairs
With Copy To:	Clear Channel Outdoor, LLC 2325 E. Camelback Road, Suite 250 Phoenix, AZ 85016 Attn: Operations Counsel

9.21 Nonliability of City Officials. No officer, official, member, employee, agent, and/or representatives of City shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, and/or representative.

9.22 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorneys' fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement or arising out of agreements by the indemnifying party to pay any commission or finder's fee.

9.23 No Amendment of Lease. Nothing contained in this Agreement shall be deemed to amend or modify any of the terms or provisions of the Lease. Nothing contained in this Agreement shall constitute or be deemed to constitute a limit on any of Developer's obligations under the Lease, or any of Owner's rights or remedies against Developer under the Lease.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

City: CITY OF MONTEBELLO

By: ___________________________________

Mayor

ATTEST:

____

City Clerk

APPROVED AS TO FORM:

____

City Attorney

Developer:

Clear Channel Outdoor, LLC a Delaware limited liability company

____

Bryan Parker, Executive Vice President

[end of signatures]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ____________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On ____________________, before me, ____________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature ________________________________

EXHIBIT “A”

LEGAL DESCRIPTION OF SITE

EAST LAGUNA LOT EX OF HIKING AND RIDING TRAIL COM AT MOST N COR OF LOT 23 TH S 6746'15" E TO SE BDRY LINE OF MONTEBELLO CITY TH SW THEREON TO NE LINE OF SLAUSONAVE TH NW ON SD NE LINE BEG PART OF LOT 23

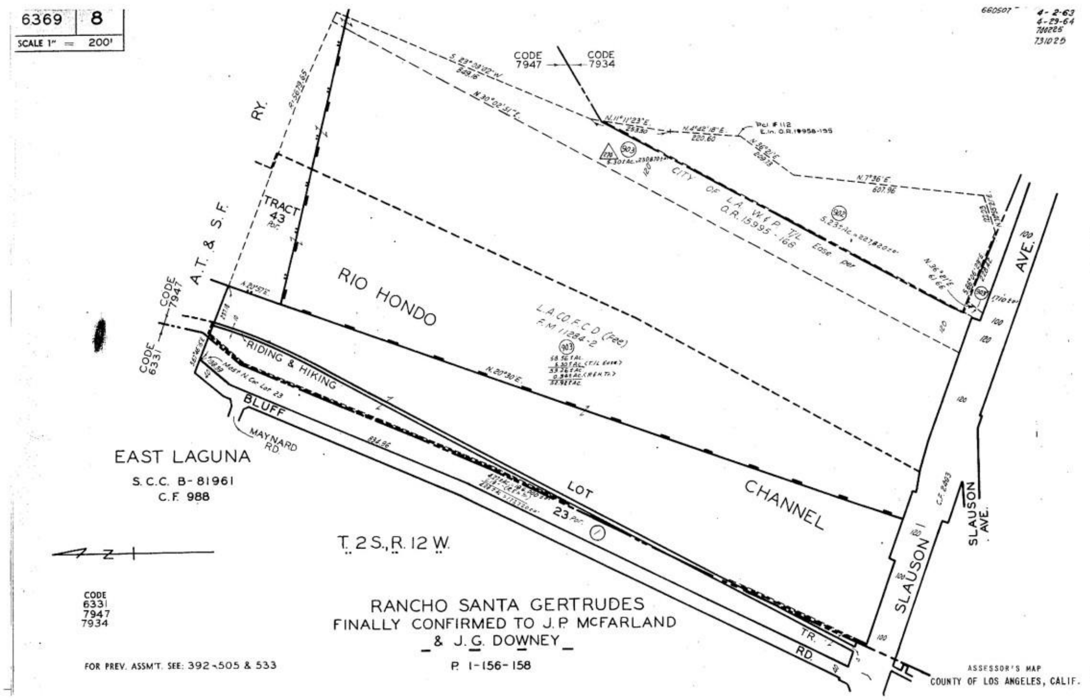


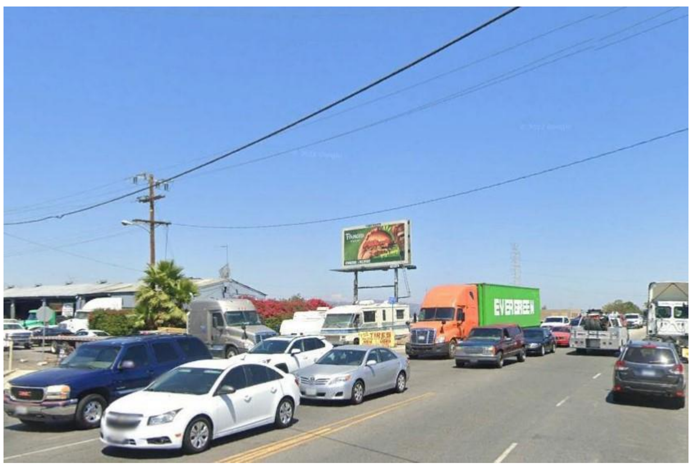
EXHIBIT “B”

Description of New Digital Billboard

CCO will be removing the existing Deck and External Lights

CCO will be relocating the existing printed display faces in place as a double-faced 12’ x 25’ outdoor advertising sign with digital display faces

Existing West Face



Existing East Face

Digital Panel Sample

EXHIBIT "C"
Billboard Structure and Faces To Be Removed

8105 Slauson Ave., Montebello, CA 90640 (Panels #5272 & #5273)

East Face

West Face

EXHIBIT “C”

Billboard Structure and Faces To Be Removed

8105 Slauson Ave, Montebello, CA 90640 (Panels #5272 & #5273)

EXHIBIT "D"

SCOPE OF DEVELOPMENT INCLUDING SIGN PLANS

Developer and City agree that the Development shall be undertaken in accordance with the terms of the Agreement, which include the following:

1. Project. Developer shall relocate in place the existing printed sign faces and shall convert it to the New Digital Billboard with digital display faces in accordance with the terms of this Agreement. The existing structure will have two (2) new digital display faces (each display face measuring approximately 12' x 25') within the Site.

2. Building Fees. Developer shall pay all applicable City building fees, as described in this Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard Faces on the Site.

3. Maintenance and Access. Developer, for itself and its successors and assigns, hereby covenants and agrees to be responsible for the following:

(a) Maintenance and repair of the New Digital Billboard and Site (where authorized pursuant to the Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, rights-of-way at its sole cost and expense. Developer's maintenance and repair obligation shall include, without limitation, maintaining any poles, lighting, signs and walls in good repair and free of graffiti, rubbish, debris and other hazards to persons using the same. Developer shall maintain and repair the New Digital Billboard digital display faces in accordance with all applicable laws, rules, ordinances and regulations of all federal, State, and local bodies and agencies having jurisdiction over the Site [unless those federal, State, and local bodies have an exception for a legal nonconforming use]. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Project; (ii) replacement of any fixtures, equipment or property damaged by the Project to the extent required by this Agreement or applicable law; (iii) the ongoing maintenance by the Developer of any access points to the New Digital Billboard to minimize dust caused by the Project; and (iv) the repair, replacement and repainting of the New Digital Billboard structure and display faces as necessary to maintain such billboard in good condition and repair.

(b) Maintenance of the Site (where authorized pursuant to the Site Lease) in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance of the New Digital Billboard digital display faces or structure such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within three hundred (300) feet of Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "D," then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions of this Agreement, the City shall have the

right, after complying with Section 5.3 of this Agreement, (i) to enforce the provisions hereof by undertaking any maintenance or repairs required by Developer under Paragraph 3 above (subject to the execution of a permit to enter in form reasonably acceptable to Owner) and charging Developer for any actual maintenance costs incurred in performing same, and (ii) to withhold or revoke in the manner proscribed by law, after giving written notice of said violation, any building permits, occupancy permits, certificates of occupancy, business licenses and similar matters or approvals pertaining to the New Digital Billboard digital display faces.

5. No City Liability. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Agreement. The failure of the City to enforce this Agreement shall not give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Developer, its successors, transferees or assigns, for any default or breach by the City under this Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard digital display faces and, where stated, on the Site, shall conform to all applicable provisions of the Montebello Municipal Code (MMC) and the following conditions, in a manner subject to the approval of the Planning Manager or designee:

(a) A building permit will be required and structural calculations shall be prepared by a licensed civil engineer and approved by the City Building Official.

(b) The New Digital Billboard shall remain located in the portion of the Site as described in attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each digital display face of the New Digital Billboard shall not exceed a maximum area of 300 square feet with no extensions or borders.

(d) Plans and specifications for the proposed installation of the New Digital Billboard digital display faces, including all utility plans, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(e) Prior to the approval of the final inspection, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

(f) Developer shall maintain the Site and use thereof in full compliance with all applicable codes, standards, policies and regulations imposed by the City, County, State or federal agencies by any duly and valid city, county or state ordinance with jurisdiction over the facilities, unless the Project is exempted as a legal nonconforming use.

(g) The Developer shall pay any and all applicable fees due to any public agency pertaining to the New Digital Billboard digital display faces prior to the final issuance of the building permits.

(h) The activities proposed in this Agreement shall be conducted completely upon the Site and shall not use or encroach on any public right-of-way.

(i) All graffiti shall be adequately and completely removed or painted over within 48 hours of notice to Developer of such graffiti being affixed on the New Digital Billboard.

(j) Developer shall comply with the standards as adopted by the Outdoor Advertising Association of America, Inc. (OAAA), including but not limited to, the 0.3 foot-candles limitation over ambient light levels at 250 feet, and ensuring additional flexibility in reducing such maximum light level standard given the lighting environment, the obligation to have automatic diming capabilities, as well as providing the City's Planning Manager or designee with a designated Developer employee's phone number and/or email address for emergencies or complaints that will be monitored 24 hours a day/7 days per week. Upon any reasonable complaint by the City's Planning Manager or designee, Developer shall perform a brightness measurement of the display using OAAA standards and provide City with the results of same within 15 days of the City's complaint. Developer shall dim the display to the appropriate setting immediately upon the conclusion of any such measurement that concluding that the light standards were exceeded.

(k) In the event ten percent (10%) or more of the digital sign face is not operating correctly or in the event of a malfunction, Developer shall immediately turn the entire display off, or show a one hundred percent (100%) black image on the display until corrected.

(l) The interval between the change in digital content shall be a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects.

NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO PLANNING COMMISSION

THE PLANNING COMMISSION WILL CONSIDER RECOMMENDING TO THE CITY COUNCIL OF MONTEBELLO APPROVAL OF TEXT AMENDMENT TO CHAPTER 17.62 SIGNS OF THE MONTEBELLO MUNICIPAL CODE AND AMENDED AND RESTATED DEVELOPMENT AGREEMENTS REPLACING PREVIOUSLY APPROVED DEVELOPMENTS AGREEMENTS BY AND BETWEEN CLEAR CHANNEL OUTDOOR, INC. AND THE CITY OF MONTEBELLO

Location: 1633 Washington Boulevard and 1720 Bluff Road, Montebello, CA 90640
Case Nos.: PC-2023-0006-TCA/ENV Nos. 5-23-CE & 6-23-CE/DA Nos. 01-23 & 02-23
Applicant: Clear Channel Outdoor, Inc.

Project Description: Clear Channel Outdoor, Inc. (the "Applicant"); a request to amend Chapter 17.62 Signs of the Montebello Municipal Code (MMC) to include regulations related conversions of off-premises signs. The Applicant seeks to enter into two (2) Amended and Restated Development Agreements between the City of Montebello and Clear Channel Outdoor, Inc. replacing Development Agreement No. 02-22 (Agreement No. 4032) and Development Agreement No. 03-22 (Agreement No. 4033) for the relocation and replacement existing lawfully permitted dual-face 12' x 25' static off-premises outdoor advertising signs located at 1633 Washington Boulevard and 1720 Bluff Road in the City of Montebello with a new 12'x 25' dual-faced digital off-premises outdoor advertising sign at each respective location. Each digital display panel shall be 12' high and 25' wide for a total display area of approximately 300 square feet. The maximum height of the digital sign shall not exceed 75-feet in accordance with the MMC. The term of the Development Agreement shall remain in effect for 20 years from the date the new digital billboard becomes operational or until the permanent removal of the digital displays, whichever comes first. The term may be extended through mutual agreed upon written extension.

Zone: M-1 (Light Manufacturing Zone)
General Plan Designation: Industrial

Environmental: Pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is covered by the "common sense" exemption. The common sense CEQA exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". In addition, the proposed Project is also exempt from CEQA under the Class 3 categorical exemption set forth under Section 153030 of the CEQA Guidelines which exempts new construction or conversion of small structures where only minor modifications are made in the exterior of the structure. The proposed relocation and replacement of an existing off-premises dual-faced static sign with a new off-premises dual-faced digital sign including, among other things, minor modifications to the exterior structure as well as enhancement to include the most current technology does not have the potential to degrade the quality of the environment or have a significant effect on the environment.

NOTICE IS HEREBY GIVEN that the City of Montebello ("City") Planning Commission ("Planning Commission") will hold a public hearing to consider whether to recommend approval of the entitlements described above to the City Council. The meeting is scheduled to be held on:

Date: Tuesday, July 18, 2023
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 West Beverly Boulevard, Montebello, CA, 90640

For those interested in participating in-person during the Public Comment period(s) or public testimony period for Public Hearings of the Planning Commission, you may address the Planning Commission in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Administrative Secretary prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received.

The public may also submit emailed comments via the City's email address: pcpubliccomment@montebelloca.gov where the public can submit written public comments up until the day of the meeting, **Tuesday, July 18, 2023 between 7:30 a.m. – 6:00 p.m.** These comments will not be read out loud but will be entered into the record and submitted to all members of the Planning Commission. Additional Information related to the Planning Commission meetings can be located on the City's webpage: https://www.montebelloca.gov/cms/One.aspx?portalId=58756&pageId=61848.

Written comments may also be mailed or delivered to the Planning Commission at the Planning Division office address identified below on or before the meeting date. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:
Contact Person: Monica Mercado-Rodriguez, Planning Manager
Phone: 323.887.1200 Ext. 494 / **Email:** mmrodriguez@montebelloca.gov
Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.montebelloca.gov
Date of Publication: July 6th, 2023