



**PLANNING COMMISSION
MEETING AGENDA**

TUESDAY, MAY 7, 2024 AT 6:30 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

PLANNING COMMISSION MEMBERS

**ALICIA MORALES, CHAIR
ARMANDO MEDINA, VICE CHAIR
VICTOR CUEVAS, PLANNING COMMISSIONER
NATALIA LOMELI, PLANNING COMMISSIONER
JOELLANN VALDEZ, PLANNING COMMISSIONER**

CITY STAFF

**JOSEPH PALOMBI, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
MARIA CELESTE ALCANTAR, 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 **Maria Celeste Alcantar, Management Analyst at (323) 887-1486** 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 **Maria Celeste Alcantar, 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, May, 07, 2024 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/PRESENTATIONS

1. **Plaque of Recognition for Victor Cuevas' exemplary service as Chair of the Planning Commission.**
2. **Montebello's 2024 Promotional Video.**

MINUTES

3. **MARCH 19, 2024, REGULAR PLANNING COMMISSION MEETING**

RECOMMENDATION: Approval of the Minutes from the Planning Commission Meeting held on March 19, 2024.

PUBLIC HEARING

4. **DEVELOPMENT AGREEMENT ("DA") NO. DA 01-24 BETWEEN PREMIER MEDIA SOUTHWEST LLC AND THE CITY OF MONTEBELLO TO ALLOW THE INSTALLATION AND CONTINUED OPERATION OF A NEW DOUBLE FACED 14' X 48', OFF PREMISES DIGITAL DISPLAY SIGN WITH A MAXIMUM HEIGHT OF 75 FEET, PURSUANT TO MONTEBELLO MUNICIPAL CODE CHAPTER 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA 90640.**

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

1. Adopt Resolution No. 04-24 recommending that the City Council approve the Development Agreement between the City of Montebello and Premier Media Southwest LLC; and
2. Determine and find that the project (ENV No. 06-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under Class 32 (In-Fill Development Projects).

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 **May 21, 2024 at 6:30 p.m.** at City Hall Council Chambers located at 1600 W. Beverly Boulevard, Montebello, CA 90640.

I, **Maria Celeste Alcantar, Management Analyst** for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Thursday, May 02, 2024, at 6:00 p.m.**

Maria Celeste Alcantar

Maria Celeste Alcantar, Management Analyst



CITY OF MONTEBELLO

PLANNING COMMISSION MEETING AGENDA

MINUTES

TUESDAY, MARCH 19, 2024 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 6:30 p.m.

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

PLEDGE OF ALLEGIANCE – Chair Cuevas.

PLANNING COMMISSION REORGANIZATION

Director Palombi proposed that we address this item following the conclusion of the public hearing items. The Planning Commissioners unanimously agreed to this arrangement.

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 – None.

MINUTES

1. **Approval of the Minutes from the Planning Commission meeting held on November 7, 2023.**
2. **Approval of the Minutes from the Planning Commission meeting held on January 16, 2024.**
3. **Approval of the Minutes from the Planning Commission meeting held on March 5, 2024.**

Commissioner Lomeli motioned to approve the meeting minutes and was Seconded by Chair Cuevas. Senior Administrative Assistant Alexis Huerta took roll and the item was approved 3-0.

PUBLIC HEARING

4. **MODIFICATION TO CONDITIONAL USE PERMIT (“CUP”) NO. 07-71 TO AUTHORIZE THE RECONFIGURATION OF THE EXISTING FORD OF MONTEBELLO AUTOMOBILE DEALERSHIP LOCATED AT 2747 VIA CAMPO INCLUDING THE DEMOLITION OF 16 OUTDOOR SERVICE BAYS AND THE CONSTRUCTION OF 25 NEW INDOOR SERVICE BAYS WITHIN A NEW 15,200 SQUARE FOOT STRUCTURE WITH ROOF TOP PARKING.**

Director Palombi introduced the item. Assistant Planner Daniel Ruiz provided a presentation regarding conditional use permit (“CUP”) no. 07-71 to the Planning Commission. The Public Hearing was opened at 6:42 p.m. Upon Mr. Ruiz’s presentation, the applicant’s representative Robert Plant spoke regarding the project. There were no requests for public comment. The Public Hearing was closed at 6:43 p.m. Commissioner Lomeli motioned to approve Conditional Use Permit (“CUP”) No. 07-71 was Seconded by Commissioner Morales. Senior Administrative Assistant Alexis Huerta took roll and the item was approved 4-0.

MOTIONED: Commissioner Lomeli

SECONDED: Commissioner Morales

APPROVED: 4-0-0-1

AYES: Chair Cuevas, Commissioner Lomeli, Commissioner Medina, and Commissioner Morales

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Valdez

CONSENT ITEMS

5. **COMPLIANCE REVIEW FOR CONDITIONAL USE PERMIT (“CUP”) NO. PC-2022-0011-CUP FOR THE SALE OF ALCOHOL (TYPE 41 LICENSE – ON-SALE BEER AND WINE - EATING PLACE) WITHIN AN EXISTING BONA FIDE RESTAURANT (SIZZLER’S) LOCATED AT 1908 WEST BEVERLY BOULEVARD (“PROJECT SITE”).**

Director Palombi introduced the item. Assistant Planner Daniel Ruiz provided a presentation regarding conditional use permit (“CUP”) NO. PC-2022-0011-CUP to the Planning Commission. The representative from Sizzler’s, Kurt, spoke regarding the Commissioner’s concerns about trash received from the public.

The Planning Commission received and filed compliance review for Conditional Use Permit (“CUP”) No. PC-2022-0011-CUP.

PLANNING COMMISSION REORGANIZATION

Director Palombi opened nominations for the position of Chair. Chair Cuevas motioned to appoint Commissioner Morales for the position of Chair and was Seconded by Commissioner Lomeli. Commissioner Morales accepted. Chair Cuevas motioned to appoint Commissioner Medina for the position of Vice Chair and was Seconded by Commissioner Lomeli.

MOTIONED: Chair Cuevas

SECONDED: Commissioner Lomeli

APPROVED: 4-0-0-1

AYES: Chair Cuevas, Commissioner Lomeli, Commissioner Medina, and Commissioner Morales

NOES: None.

ABSTAIN: None.

ABSENT: Commissioner Valdez

PLANNING COMMISSION ORALS

Chair Cuevas congratulated Commissioner Morales and Commissioner Medina on their new appointments. Commissioner Medina thanked Chair Cuevas for his service as Chair to the Planning Commission.

ADJOURNMENT

The meeting was adjourned at 7:03 p.m. to the next regularly scheduled meeting that will be held on March 19, 2024.

Alexis Huerta

Alexis Huerta, Senior Administrative Assistant



ITEM # 4

**CITY OF MONTEBELLO
PLANNING COMMISSION AGENDA STAFF REPORT**

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning and Community Development Director

BY: Emilie Fernandez, Assistant Planner

SUBJECT: **DEVELOPMENT AGREEMENT (“DA”) NO. DA 01-24 BETWEEN PREMIER MEDIA SOUTHWEST LLC AND THE CITY OF MONTEBELLO TO ALLOW THE INSTALLATION AND CONTINUED OPERATION OF A NEW DOUBLE FACED 14’ X 48’, OFF PREMISES DIGITAL DISPLAY SIGN WITH A MAXIMUM HEIGHT OF 75 FEET, PURSUANT TO MONTEBELLO MUNICIPAL CODE CHAPTER 17.62.105 ET SEQ. (OFF-PREMISES DIGITAL DISPLAY SIGNS), FOR THE PROPERTY LOCATED AT 2601 VIA CAMPO, MONTEBELLO, CALIFORNIA 90640.**

DATE: May 7, 2024

RECOMMENDATION(S):

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

1. Adopt Resolution No. 04-24 recommending that the City Council approve the Development Agreement between the City of Montebello and Premier Media Southwest LLC; and
2. Determine and find that the project (ENV No. 06-24-CE) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section (15332) - Class 32 (In-Fill Development) as it meets the conditions set forth under Class 32 (In-Fill Development Projects).

FISCAL IMPACT:

None.

BACKGROUND:

PLANNING COMMISSION AGENDA REPORT - MEETING OF MAY 7, 2024

Page 2 of 13

On February 12, 2024, Premier Media Southwest LLC (the “Applicant”), with authorization from Brixmor Montebello Plaza LP (the “Property Owner”), filed a Master Land Use Application requesting approval of a development agreement to allow the construction of a double-faced off-premises digital display sign at the Project Site.

On February 13, 2024, staff issued a deemed complete letter to the Applicant pursuant to California Government Code Section 65943 et seq.

PROJECT /APPLICANT INFORMATION

Project Location: 2601 Via Campo
Project Applicant: Premier Media Southwest LLC
Property Owner: Brixmor Montebello Plaza LP
General Plan Designation: Commercial
Zoning: C-2 (General Commercial)
Existing Use on Property: Parking lot

PROJECT DESCRIPTION

The Applicant seeks a recommendation from the Planning Commission for approval of a proposed Development Agreement (please see attached for a copy of the draft agreement) to allow the construction of a 75-foot double-faced digital billboard with a sign face totaling 672 square feet, located at 2601 Via Campo. The sign will include two 10' x10' City of Montebello identifiers in backlit cabinets. The applicant has requested to remove 13 total surrounding trees to the north of the Project Site for optimal view of the digital billboard. The total tree removal area is approximately 7,000 square feet (the “Project”). The Public Works department has reviewed the tree removal request and has given conditions that are stated in the conditions of this report. The site would be located south of the 60 Freeway and Via Campo in an existing commercial/retail shopping center parking lot. The double-faced static billboard is designed to display a message for a minimum of eight (8) seconds and the images shall change instantaneously, without special transitional effects. The digital billboard will be well equipped with modern brightness control, configured with dual redundant photocells, capable of sensing ambient light in order to set the display to a brightness level that will not exceed 0.3 foot candles above ambient light conditions, and managing the output brightness even in the event of hardware failure. The sign will revert to a black screen in the event of a catastrophic photocell system failure.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act (“CEQA”), the proposed Development Agreement (Case No. DA 01-24), is considered a “project,” per the CEQA definition of a “project.” The project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

In order to qualify under an exemption pursuant to Class 32 of CEQA Guidelines Section 15332 (In Fill Development Projects), the following environmental findings must also be made:

1. *The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

The project site has a General Plan Land Use designation of General Commercial and is zoned as C-2 (General Commercial). Based on the allowed uses in the Montebello Municipal Code, the project is permitted subject to a Development Agreement. The applicant is proposing to construct a 75-foot high, double-faces 14' x 48' Off Premise Digital Display Sign on the approximately 200 square foot project site, within 7,000 square feet area for 13 surrounding tree removals to provide view to the Digital Billboard. Further, the project would be designed to meet applicable development standards and regulations as listed in the City of Montebello Municipal Code, Chapter 17.62.105 "Off Premise Digital Display Signs".

2. *The proposed development occurs within the city limits on a project site of no more than five (5) acres substantially surrounded by urban uses.*

The site is located at 2601 Via Campo in the City of Montebello. The project site is surrounded by Via Campo, followed by the 60 Freeway to the north, a dermatology commercial office to the east, existing commercial/retail shopping center to the south and Chevron gas station to the west, followed by North Wilcox Avenue. As such, the project site does not exceed five acres and is substantially surrounded by development and urban uses.

3. *The project has no value as habitat for endangered, rare or threatened species.*

The project site is currently completely developed within the parking lot of an existing commercial/retail shopping center. The site is a landscaped area that abuts the parking spaces west of Ramin Ram Dermatology. Therefore, there is no natural habitat on the site that would be considered of value to endangered, rare or threatened species. While the project included some ornamental trees onsite that would be removed, the project is required to comply with the Migratory Bird Treaty Act (MBTA) by operation of law. MBTA either requires removal of trees to occur outside of the nesting bird season or that the preconstruction nesting bird survey is performed no more than 3 days prior to commencement of construction activities. Therefore, the trees on the site would have no value as habitat for endangered, rare, or threatened species.

4. *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

A preliminary trip generation will be conducted for the project, which would be minimum maintenance trips from the billboard. The project is not expected to trigger a Traffic Impact or a Vehicle Miles Traveled (VMT) impact. Impacts related to traffic would not be significant.

5. *The site can be adequately served by all required utilities and public services.*

The project has been reviewed by City staff and it has been determined that it can be adequately served by all required utilities and public services.

ANALYSIS:

Project Site

The subject site is located within an existing commercial/retail shopping center located on the southeast corner of Via Campo and Wilcox Ave. The lot is comprised of a total of approximately 39,558 square feet (0.9 Acres) within the C-2 (General Commercial) zone. The property is currently developed with medical offices, department stores, restaurants, a gas station, and a bank. The property is generally located towards the north of Montebello, just south of California State Highway 60 off Via Campo. The property is bordered to the south, west and east by commercial properties zoned (C-2) General Commercial. The City of Monterey Park is to the north of the property across the 60 freeway.

The following table list the zoning designations of the surrounding land uses:

Direction	Zone	Land Use
North	California State Highway 60 (Pomona Freeway)	
South	C-2	General Commercial
East	C-2	General Commercial
West	C-2	General Commercial

Exhibit A: The following is intended to illustrate the development diagram associated with the Development Agreement:

2601 Via Campo Montebello, CA

Digital Display Rendering



2601 Via Campo Montebello, CA

Digital Display Rendering



premier
MEDIA pm

DEVELOPMENT AGREEMENT

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 has requested that the City enter into a Development Agreement for the Property to allow for the construction of the digital display sign. In accordance with its standard procedures, the Applicant and the City has 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 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 Project conforms with the General Plan and any applicable specific plan.

Per MMC Section 17.62.105(C), 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 imposed standards.

All City fiscal decisions, including the financial aspects and specific deal points of the Development Agreement, are solely within the jurisdiction of the Montebello City Council, and it is the City Council's exclusive authority to review and take action upon any such Development Agreement.

The Project as authorized in the proposed Development Agreement is consistent with the General Plan because the Development Agreement meets the Goals and Objectives of the Land Use Element.

GENERAL PLAN

The Project conforms with the Montebello General Plan, Land Use Element in that the Project will provide advertising for businesses that will increase the taxable revenue from these properties to the City.

Goal #1: o 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. Commercial Policy #6: Frontage areas along the Pomona and Santa Ana Freeways with good accessibility should be preserved for future commercial and industrial development.

"Our Safe Community" chapter of the General Plan is focused on increasing awareness for emergencies, minimizing threat to life and damage to structures from hazards. The resiliency lens identifies approaching challenges through the lens of resilience helping Montebello serve their residents today and in the long term, while preparing for any future potential adversity.

The Development Agreement that is proposed promotes the safety of the community by including emergency protocols as described in the Development Agreement: “During the entire Term of this Agreement and any extension, Developer shall make advertising space on the New Digital Billboard available to the appropriate agencies for the purpose of displaying “Amber Alert” or other emergency messages, at no cost, and in accordance with local and regional emergency protocols.”

“Our Prosperous Community” chapter of the General Plan focuses on supporting Economic Development. Policy 2: Nurture the local business community states “Providing business support services and infrastructure improvements to major commercial corridors throughout the City will help assure that local business can thrive.

SUMMARY:

REPORTS RECEIVED

The application for DA 01-24 was forwarded to the Building Department and Public Works Department for review, comments, and conditions. Below are the conditions that were received:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant’s project or application (collectively referred to as “proceedings”). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney’s fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant’s obligation to indemnify the city for all the city’s costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City’s interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development (“Director”) to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.

5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.
6. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the DA's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the director.
7. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the City Council. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use (Case No. DA 01-24).
8. The Applicant or successor in interest shall meet the applicable code requirements and all other City Department regulations.
9. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
10. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
11. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the City Council at a noticed public hearing.
12. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.
13. The approval of this DA (DA 01-24) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.
14. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
15. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
16. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
17. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
18. **Modification to Plans.** Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent,

- necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.
19. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.
 20. The Applicant shall submit detailed landscape and irrigation plans prepared by a licensed Landscape Architect, which meet the requirements set forth in MMC shall be required as a part of the project Plan Check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
 21. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.
 22. It is the responsibility of the property owner to have all graffiti on the site removed within twenty-four (24) hours of its appearance or be subject to citation from the City Code Enforcement Division.
 23. All improvements to the subject property shall be in compliance with all City Ordinances.
 24. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.
 25. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.
 26. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.
 27. All existing and proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The applicant shall reflect this requirement on plans submitted for "Plan Check".
 28. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.
 29. Any inevitable exposed wires shall be neatly bolted and painted to match the structure color.
 30. The exterior of all structures and walls shall be a neutral color scheme and shall be consistent with the provisions of the Color Ordinance of the City of Montebello, subject to the review and approval of the Planning Department.
 31. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

B. Building Division Conditions

1. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
2. Building plan check is required for the 75-foot-tall structure along with sign plans.
3. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.
4. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
5. Each sheet of the plans shall be stamped and signed by a California licensed architect or engineer.

C. Public Works Department

The following conditions and public improvements will be required to be performed and completed in an acceptable manner to the City in accordance with all applicable rules and laws. Federal, State, County and local laws and regulations for project implementation must be adhere to throughout the duration of the project. The Public Works Department may require other information or may impose additional conditions and requirements as deemed necessary to protect public health and safety.

General:

1) Removal of trees located in the public right-of-way is acceptable under the following Municipal Code Section:

• **12.08.080 – Street tree removal at property owner's request.**

Whenever a person desires to have a street tree removed from a planting strip or easement, located immediately adjacent and abutting such person's property, a written request therefor shall be filed with the superintendent. If such removal is requested solely as a matter of convenience to such person, the matter shall be referred to the city council to determine whether the public interest, convenience and necessity require such removal. The council may, at its discretion, permit such removal; provided, that the person requesting the same shall pay the full cost thereof in advance to the city.

(Prior code § 2929)

(Ord. No. 2348, § 2, 4-11-2012)

2) Removal of trees located in the public right-of-way shall be accepted under the following conditions:

- a) Owner/developer to obtain a State of California Licensed contractor familiar with tree and root removal (D-49). Contractor to stump grind in order to construct sidewalk. Contractor to apply for an encroachment permit from the Public Works Engineering Division. All applicable encroachment permit fees will be assessed. The contractor

must provide General Liability Insurance naming the City as additionally insured. An additional endorsement page is required. Contractor must have a valid/current City issued business license and contractor's license.

b) Owner/developer to provide the City with ten (10) White Crape Myrtles 24" box trees and deliver the trees to the Public Works Maintenance Yard (901 Via San Clemente, Montebello, CA 90640 – Golf Course).

3) Remove and replace 170 lineal feet of full width sidewalk. Use APWA Standard Plan 112-2 or latest edition. Contractor to utilize a minimum 2500 psi (City Mix). Owner/developer to obtain a State of California Licensed contractor (A or C-8 licensed). Contractor to apply for an encroachment permit from the Public Works Engineering Division. All applicable encroachment permit fees will be assessed. The contractor must provide General Liability Insurance naming the City as additionally insured. An additional endorsement page is required. Contractor must have a valid/current City issued business license and contractor's license.

4) Remove and replace 40 lineal feet of curb & gutter. Use APWA Standard Plan 120-3 or latest edition. Contractor to utilize a minimum 3000 psi. Owner/developer to obtain a State of California Licensed contractor (A or C-8 licensed). Contractor to apply for an encroachment permit from the Public Works Engineering Division. All applicable encroachment permit fees will be assessed. The contractor must provide General Liability Insurance naming the City as additionally insured. An additional endorsement page is required. Contractor must have a valid/current City issued business license and contractor's license.

5) Remove and replace parkway drain. Use APWA Standard Plan 151-3 or latest edition. Owner/developer to obtain a State of California Licensed contractor (A or C-8 licensed). Contractor to apply for an encroachment permit from the Public Works Engineering Division. All applicable encroachment permit fees will be assessed. The contractor must provide General Liability Insurance naming the City as additionally insured. An additional endorsement page is required. Contractor must have a valid/current City issued business license and contractor's license.

6) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.

7) The contractor must comply with the City's ordinance pertaining to construction debris recycling. The Construction & Demolition Debris Diversion Program is also applicable with respect to the removal of the trees. Visit the City's website to find a local approved commercial waste hauler:

https://www.montebelloca.gov/departments/public_works/go_green/solid_waste_hauler
[S](#)

8) Director of Public Works may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

PUBLIC NOTIFICATION

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

- On April 25, 2024, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the Project Site.
- On April 25, 2024, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

ATTACHMENT(S)

1. Exhibit A-Conceptual Rendering
2. Exhibit B-Development Agreement 2601 Via Campo
3. Exhibit C-Tree Survey Final 02162024
4. Exhibit D-2601 Via Campo Resolution Final
5. Exhibit E-Via Campo Billboard_Class 32_to City 030623
6. Exhibit F-CEQA NOE - 2601 Via Campo -Final

2601 Via Campo Montebello, CA

Digital Display Rendering



EXHIBIT B

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
LOS ANGELES
BOSTON
HOUSTON
DALLAS
FORT WORTH
AUSTIN

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NEWARK
LAS VEGAS
CHERRY HILL
LAKE TAHOE
MYANMAR

ALLIANCES IN MEXICO

January 9, 2024

VIA FEDEX

Mr. Arnold M. Alvarez-Glasman
City Attorney, City of Montebello
Alvarez-Glasman & Colvin
13181 Crossroads Pkwy North
Suite 400-West Tower
City of Industry, CA 91746

Re: Draft Development Agreement between City of Montebello and Premier Media Southwest, LLC relating to Proposed Off-Premise Digital Display Sign at 2601 Via Campo

Dear Mr. Alvarez-Glasman:

I write to introduce myself. I represent Premier Media Southwest, LLC ("Premier"), which has submitted a master land use application to the City of Montebello for the development of a proposed new Off-Premise Digital Display Sign on the parcel of land located at 2601 Via Campo in the City of Montebello.

Premier has been in contact regarding this project with the City, including Joseph Palombi, the Director of Planning and Community Development, since the spring of 2021. As you know, Section 17.62.105.C of the Montebello Municipal Code requires the applicant for approval of a new Off-Premise Digital Display Sign to enter into a Development Agreement with the City, approved by City Council. As such, enclosed with this letter is a draft Development Agreement that is consistent with previous Development Agreements that have been approved by the City, including Development Agreements for Off-Premise Digital Display Signs.

The Off-Premise Digital Display Sign proposed by Premier has been designed to be in full compliance with Chapter 17.62 (Signs) of the Montebello Municipal Code. The terms of the

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196

PHONE: +1 215 979 1000 FAX: +1 215 979 1020

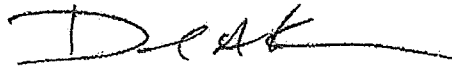
Duane Morris

Mr. Arnold M. Alvarez-Glasman
January 9, 2024
Page 2

proposed Development Agreement have been discussed with the City, and the enclosed draft should accurately reflect those discussions.

Premier is very excited about this opportunity to partner with the City, and I look forward to working with you on this. I'm happy to respond to any questions or concerns you have regarding the draft Development Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Amerikaner', with a long horizontal stroke extending to the right.

David Amerikaner

DBA
Attachment

cc: Joseph Palombi, Director of Planning/Community Development

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]

DEVELOPMENT AGREEMENT NO. _____

This Development Agreement (hereinafter "Agreement") is entered into by and between the CITY OF MONTEBELLO (hereinafter "City") and Premier Media Southwest, LLC a Pennsylvania limited liability company (hereinafter "Developer").

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 2601 Via Campo in the City of Montebello, Assessor Parcel Number 5295-001-020, as more specifically described in Exhibit "A" (the "Site"). Pursuant to the terms of this Agreement, Developer will be permitted to construct a double-faced 14' x 48' digital billboard sign, as sign is described in Exhibit "B", along with the site plan and conceptual rendering of the sign as shown in Exhibit "B-1" hereto, to be oriented toward CA HWY 60 ("New Digital Billboard").

C. City and Developer agree and acknowledge that the outdoor advertising sign construction 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, Section 5226.

D. In exchange for the approvals sought for the construction of the New Digital Billboard, as described above, Developer has agreed and 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 one advertising space free of charge to City on a guaranteed basis as further described below.

E. The Site is located within the City's C2 Commercial Zone, , and is located within the "CA HWY 60 Digital Display Sign Corridor", as defined per Montebello Municipal Code ("MMC") Section 17.62.105(B)(2), and regulated by MMC Section 17.62.105, "Off Premise Digital Display Signs," which is incorporated by reference into this Agreement and attached as Exhibit "D".

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. _____.

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.

I. On [DATE], the City Council held the second reading of Ordinance No. _____, and adopted the Ordinance and thereby approved this Agreement.

J. City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. _____ 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 specifically 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 "CA HWY 60 Site Lease" means the lease agreement by and between Developer and Brixmor Operating Partnership LP, 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 Premier Media, a Pennsylvania limited liability company duly existing and operating, and its successors and assigns, doing business at 717 Market Street, Suite 426, Lemoyne, PA 17043.

1.1.6 "Development Approvals" means any and all permits and approvals which may be required by City, affected utility agencies, or any 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").

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 maximum height and size of the New Digital Billboard, the provisions for reservation or dedication of land 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, oriented toward CA HWY 60 and located 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 construction and installation of the New Digital Billboard sign and structure, and includes the installation of any new utilities necessary for the operation of the New Digital Billboard, and the operation and maintenance of the New Digital Billboard on the Site, all in accordance with the Development Approvals and this Agreement, including the Scope of Development attached hereto as Exhibit "B", and the Schedule of Performance attached hereto as Exhibit "C".

1.1.13 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "C" and incorporated herein.

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

1.1.15 "Subsequent Land Use Regulations" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or 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 provide 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" (Scope of Development), Exhibit "C" (Schedule of Performance), and Exhibit "D" (Montebello Municipal Code Section 17.62.105 B1 "Off Premises Digital Display Sign Corridors").

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 CA HWY 60 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.* Additionally, prior to the execution of this Agreement, the City has received a signed and notarized letter of authorization from the Site owner confirming that Developer has a leasehold interest in the Site ("Site Lease"), which interest shall be maintained for the entire Term of this Agreement, unless otherwise terminated in accordance with the terms of the Site Lease. 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 "B" 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 the 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 New Digital Billboard.

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 any or all of its members) or to any entity that acquires a majority of Developer's assets; 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 of the New Digital Billboard becomes Operational; or (b) the earlier termination of this Agreement and Site Lease and the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof. If one digital face is removed permanently and replaced with a static face, then this Agreement will remain in full force and effect as to the second digital face, Section 2.8 of this Agreement shall apply only to the second digital face, and the annual Development Fee under Section 2.6 shall be reduced to one-half of such payments accordingly. The parties may extend the Term of this Agreement through the execution of a written amendment hereto and upon the terms and conditions mutually agreed upon by the parties. 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 Twenty Thousand Dollars (\$20,000). 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. Additionally, to the extent that the Processing Fee is insufficient to cover the entirety of the City's legal fees pertaining to the preparation and negotiation of this Agreement, the City shall provide Developer with a final invoice of legal fees incurred by the City, and Developer shall pay the City any outstanding balance of such fees to the extent they are reasonably incurred.

2.6 Development Fee. The potential impact 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 to City, ("Development Fee"), payable in monthly installments, with the first installment due within thirty (30) days after the New Digital Billboard becomes 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:

Year	Annual Development Fee
1-5	\$90,000
6-10	\$100,000
11-15	\$110,000
16-20	\$120,000

2.7 Commencement Date: Building Permit Issuance. Developer shall notify the City in writing when 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, one guaranteed digital advertising space (i.e., a single space in the rotation of digital content displayed by Developer) on the New Digital Billboard for purposes of posting public service announcements (including Amber Alerts) 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 the 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 (v) 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.

2.8.1.1 Penalty Fee. Should the Developer or owner of the off-premise digital billboard not display the City advertisement, the Developer or owner of the off-premise digital billboard shall pay to the City \$500 per day for a maximum of 10 days on an annual basis. This will ensure City advertisement is displayed. If, however, the Developer fails to display the City's advertisement as required herein, such failure to comply shall be deemed a material breach of this Agreement and may result in a cancellation or termination of this Agreement, and allow the City to exercise any remedies available at law or equity.

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 New Digital Billboard available to the appropriate agencies for the purpose 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 New Digital Billboard to advertise 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 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.

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 CA HWY 60 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, and (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 Timing of Development. Developer shall commence the project within the time set forth in the Schedule of Performance, attached hereto as Exhibit "C". "Commencement" of the Project is defined herein as commencement of construction or improvements under the building permit for the construction of the New Digital Billboard on the Site within a reasonable time following Developer's receipt of Development Approvals. In the event that Developer fails to meet the schedule for Commencement of the Project, and after compliance with section 5.3, either party hereto may terminate this Agreement by delivering written notice to the other party, and, in the event of such termination, neither party shall have any further obligation hereunder. However, if circumstances within the scope of Section 9.10 delay the commencement or completion of the Project or any other task set forth in "Exhibit C", it would not constitute default or grounds for any termination rights found within this Development Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 9.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of New Digital Billboard on the Site.

3.5 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 "B") which sets forth a description of the Project and the Schedule of Performance (Exhibit "C").

3.6 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.

3.7 Reservation of Authority.

3.7.1 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 to 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 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 of 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.

3.7.2 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.

3.7.3 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 regulations, a copy of such law or regulations, 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 provisions impractical to enforce. Notwithstanding the foregoing, if such change in applicable federal or state laws precludes continued enforcement of this Agreement, Developer may terminate this Agreement upon ninety (90) days' prior written notice.

3.8 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 that such compliance would not preclude development or maintenance of the Project. 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.

3.9 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.

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

3.9.2 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.

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

3.10 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:

3.10.1 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;

3.10.2 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;

3.10.3 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;

3.10.4 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.

3.11 Change in Fees. 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.

3.12 Automatic Term Extensions. 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 BILLBOARDS.

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 will be removed and the displays may be converted back to static displays. In the event that the digital displays are not converted back to static 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 and cap all utilities. Notwithstanding the foregoing,

Developer has no obligation to remove any of the below-grade portions of the New Digital Billboard or any other below-grade structures, fixtures, or improvements, including, but not limited to, the concrete footings or posts, and the continued presence of such items shall not constitute continued occupancy of the Site by Developer. Developer shall obtain all required permits (including but not limited to a Demolition permit) from the City prior to removal.

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. 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. If City requires the New Digital Billboard 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 static 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 perform an inspection in the exercise of 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 therefor 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 to 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, if not already paid. In the event that City terminates this Agreement under this Section 6.1.1 before the New Digital Billboard becomes 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 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 that equates to the percentage of time elapsed in the year of the Term at the time of termination, if not already paid. In the event that Developer terminates this Agreement under this Section 6.1.2 before the New Digital Billboard becomes 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 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 Insurance.

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 One Million Dollars (\$1,000,000) for bodily injury or death to any one person, at least Two Million Dollars (\$2,000,000) 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 that may be asserted or claimed by any person(s), firm, or entity arising out of or in connection with this Agreement, including the City's approval of the Agreement, and/or the work, operations, or activities of Developer, its agents, employees, subcontractors, and/or invitees, hereunder, upon the Site (herein "claims or liabilities").

(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 judgement rendered against the City or its respective officers, agents, or employees that fall 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, 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 way 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, whether the power of eminent domain is exercised by the City or any other entity with such power.

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: Premier Media Southwest
LLC
717 Market St., Suite
426
Lemoyne, PA 17043
Attn: Patrick F. Lyons

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:

APPROVED AS TO FORM:

City Clerk

City Attorney

Developer:

Premier Media Southwest, LLC

Patrick F. Lyons

[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 "B"

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 construct the New Digital Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) approximately 75 feet tall, "bulletin" size freeway-oriented billboard structure with a total of two (2) digital displays (each display measuring approximately 14' x 48') within the Site. In addition, Developer agrees to install, at no cost to City, an unlit City emblem (the "City Logo") on the sign column.
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 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 CA HWY 60 Site Lease) including but not limited to, the displays installed thereon, and all related on-Site improvements, easements, and 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 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 exemption 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 structures and displays as necessary to maintain such billboards in good condition and repair.
 - (b) Maintenance of the New Digital Billboard Site (where authorized pursuant to the CA HWY 60 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 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 the CA HWY 60 Site.

4. Other Rights of City. In the event of any violation or threatened violation of any of the provisions of this Exhibit "B," 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.

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 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 Billboard shall be located in the portion of the Site as described in the attached Exhibit A and as set forth herein and based on dimensions described in Section 1, above.

(c) The size of each sign display of New Digital Billboard shall not exceed a maximum area of 672 square feet with no more than 128 total feet of extensions or borders and shall not to exceed a maximum height of 75 feet, including all extensions, and shall be spaced at intervals that are no less than 500 feet from any other off-site advertising billboard on the same side of the freeway and measured parallel to the freeway

as depicted in the Sign Plans set forth herein and approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole shall be of a color subject to the approval of the City's Planning Manager or designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard, 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.

(f) Developer shall be required and responsible to remove 5 city trees and 8 Brixmor property trees which will allow for the visibility of the New Digital Billboard to travelers in the West Bound Lanes of CA HWY 60..

(g) 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.

(h) 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.

(i) Developer shall, at all times, comply with the approval for the New Digital Billboard from the California Department of Transportation Outdoor Advertising Division and shall maintain acceptable clearance between proposed billboards and Southern California Edison distribution lines.

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

(k) 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.

(l) Developer shall ensure that all access to the New Digital Billboard is kept restricted to the general public to the extent permitted under local laws and by the CA HWY 60 Site Lease.

(m) Developer shall be required to install all temporary overhead or underground utilities in connection with the New Digital Billboard. To this end, City shall cooperate with the local utility company to allow Developer to provide electrical service to the New Digital Billboard.

(n) Developer shall comply with all necessary NPDES requirements pertaining to the proposed use, to the extent applicable.

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

(p) 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 dimming 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.

(q) 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.

EXHIBIT "B-1"

SITE PLAN AND CONCEPTUAL RENDERING OF
SIGN

(To be attached.)

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

(To be attached.)

Tree Survey and Arborist Report

*for an approximate 0.1-acre Site
Located at 2601 Via Campo, Montebello, CA 90640-1807*



Prepared for: **EPD Solutions**
Contact: Ashley Olson
3333 Michelson Drive
Irvine CA 92612

Prepared by: **CalPacific Sciences**
George J Wirtes, MS, RCA #738
ISA Certified and ASCA Registered Consulting Arborist

Report Date: January 11, 2024 (revised January 18, 2024)

TABLE OF CONTENTS

Section 1: Executive Summary	1
Section 2: Background	2
2.1 - Project Location and Description.....	2
2.2 - Site and Vicinity Characteristics.....	3
2.2.1 - Urban Forest.....	4
2.3 - Assignment and Scope of Survey	5
2.4 - Survey Methodology.....	5
2.5 - Hazard Risk Assessment.....	6
2.7 - Limitations and Exceptions of Assessment.....	7
Section 3: Subject Trees and Observations.....	9
3.1 - Species Assessment.....	9
3.2 - Observations.....	11
3.2.1 - Survey Photographs	11
Section 4: Discussion and Recommendations	15
4.1 - Conclusion	15
4.2 - Discussion	15
4.3 - Recommendations.....	15
4.3.1 - Tree Removal and Replacement	15
4.3.2 - Trees Preserved	16
4.3.3 - Migratory Bird Treaty Act	16
Section 5: Qualifications Of Arborist	17
Section 6: References.....	18

SECTION 1: EXECUTIVE SUMMARY

This arborist survey has been performed at the request of Premier Media Southwest LLC, under the care of EPD Solutions, for a small-scale project in the City of Montebello, California, within the County of Los Angeles. The proposed project includes a digital billboard with associated landscaping.

The field survey associated with this report was performed on December 27, 2023. Subject trees were tagged with aluminum tags, containing a unique number and assessed for health and stature. As part of this assessment, details of each tree were recorded, documenting their species, stature, health, local environment as well as conditions in which they occur. In all, 13 mature trees were assessed, comprised of three distinct species. The most prominent species surveyed was lemon scented gum (*Corymbia citriodora*), composing 53.8% of the total tree population present within the project area. Given the scale of the proposed project, no native or special status (i.e. heritage) trees were noted.

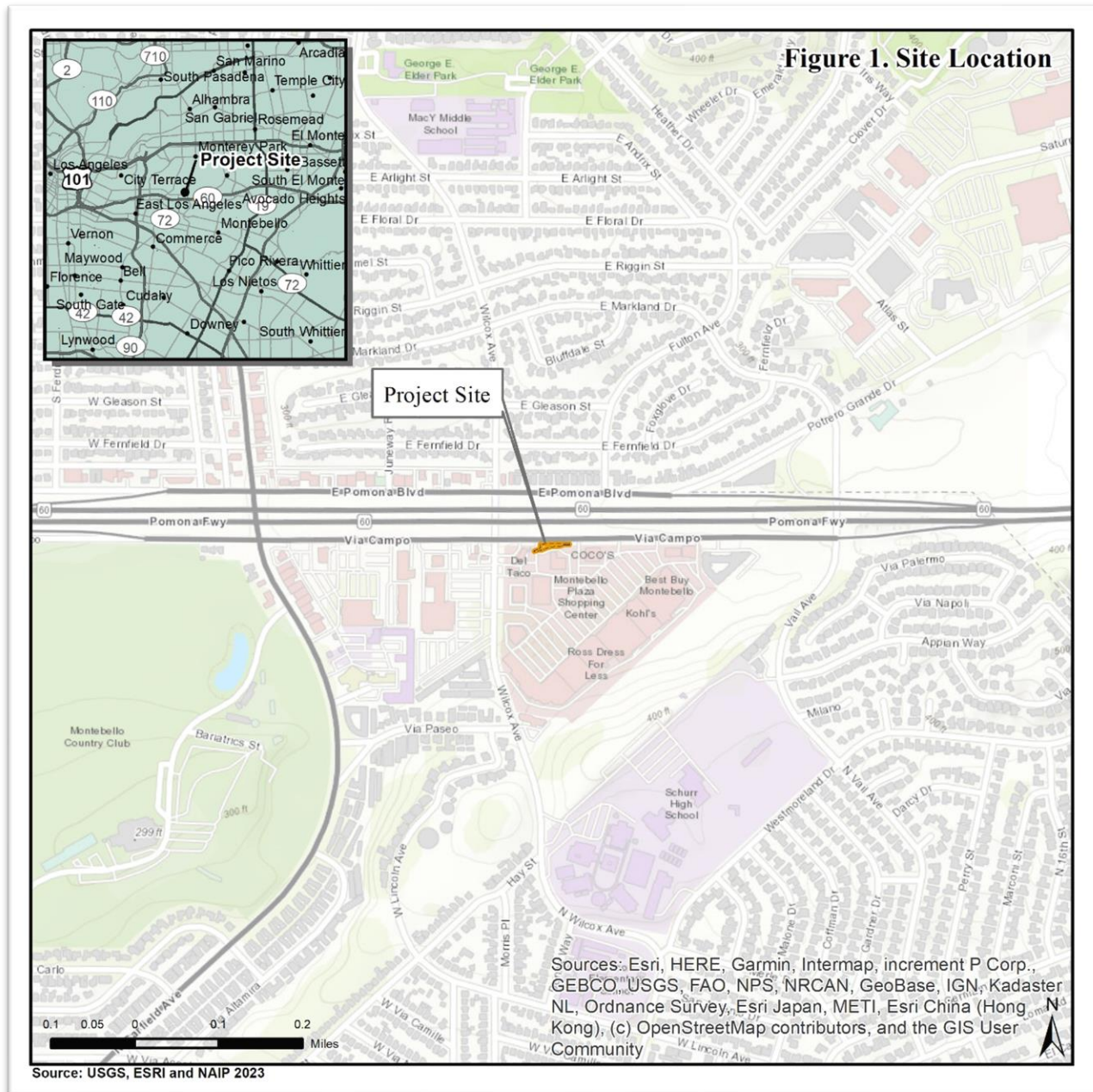
The subject trees appear to be regularly maintained, but several trees show indication of disease and possible damage from tree spikes used by tree trimming crews in the past. Due to disease or significant decay, three trees (23.1%) are in decline or pose a risk of failure (#484, 492, and 493), and are not candidates for preservation. Upon inspection of tree location and the parcel map, it appears five of the trees surveyed (#484, 487, 491, 92, and 93) reside in the parkway within public property (see Figure 2 as well as Sections 2.6.1, 2.7, and 4.3.1 below).

The City of Montebello's Municipal Code (see Section 2.6 below) outlines provisions and guidelines for tree removal, installation, preservation, and maintenance within the City; this is especially important when considering street or public-interest trees within the City. Any trees that are intended for removal as part of a project may require a removal permit and must be approved by the Planning Director (trees on private property may be exempt). The Director must also approve final conditions of approval, if required, involving the number of trees being replaced as well as the tree species and size of the specimens.

SECTION 2: BACKGROUND

2.1 - Project Location and Description

The project site (site) is located at 2601 Via Campo; it is adjacent to State Route 60 to the north, and 2.6-miles east of the 710 FWY in City of Montebello, CA, within the County of Los Angeles (see Figure 1 below). The proposed project includes the installation of a digital billboard with associated hardscaping, infrastructure and landscaping.



2.2 - Site and Vicinity Characteristics

The elevation of the site is approximately 280 feet above mean sea level, and the terrain is relatively flat with small berms. The geological basement rock is described as unconsolidated gravel, sand and silt from young alluvial fan deposits from the late Pleistocene to Holocene (0.139 - 0 MYA). As indicated below, *one* distinct soil series occurs within the site boundary; this soil series is described by the Natural Resource Conservation Service (NRCS) as alluvium, derived from granite (see Table 1 below). The site resides in Sunset Zone is 23 as well as USDA Hardiness zone 10b, and the plant communities onsite can be described as ornamental.

Table 1. Soils on Site

Map Unit Symbol	Map Unit Name	Acres	Percent
1137	Urban land-Ballona-Typic Xerorthents, fine substratum complex, 0 to 5 percent slope Setting - Landform: Alluvial fans Typical profile ^Au - 0 to 13 inches: loam ^Cu - 13 to 47 inches: clay loam 2C1 - 47 to 57 inches: clay 2C2 - 57 to 79 inches: clay loam	0.1	100.0%
Totals for Area of Interest		0.1	100.0%

The site immediately adjacent to a four-lane road (Via Campo) and is completely developed with landscaping that includes a planter, sidewalk, and a parkway (see Plate 1 below).

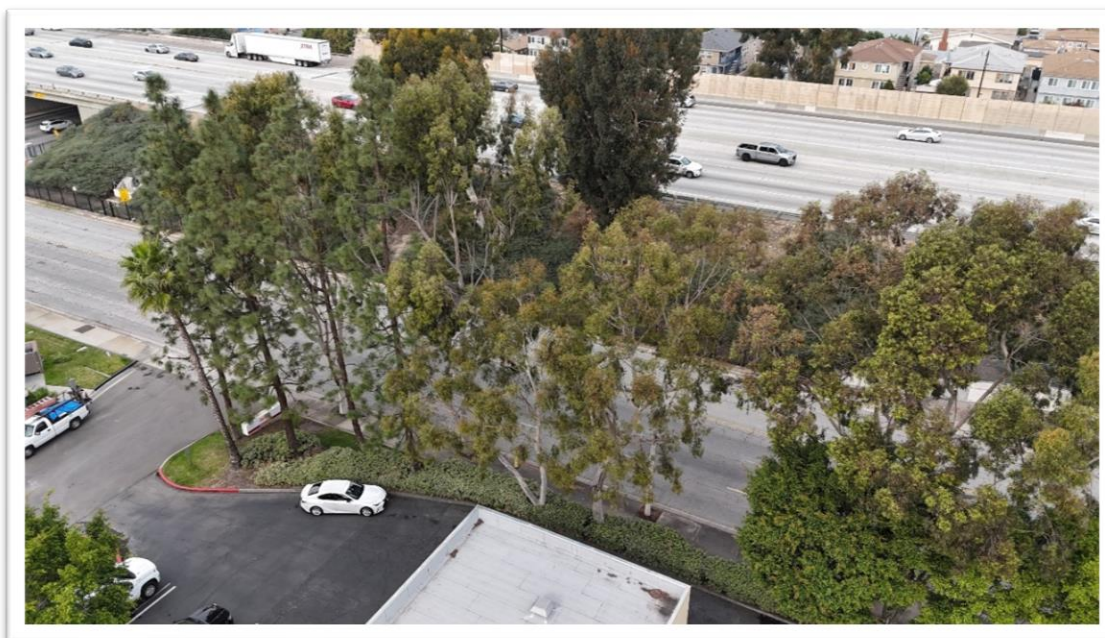


Plate 1. This is an aerial view of the subject trees within the project area. Note the trees' proximity to the nearby street.



Plate 2. This is an eastern view along Via Campo. Note the five trees residing in the parkway adjacent to the curb.

2.2.1 - Urban Forest

Typically, the term urban forest refers to all trees within a densely populated area; this includes trees within cities located in parks, streetways, easements, private property etc. within a community or urban forest. In this capacity, trees provide many benefits, as they help to reduce air and water pollution, alter heating and cooling costs, reduce storm runoff, increase real estate values, provide habitat for plants and animals, and increase the quality of life for the community.

Implementing trees of various size, shape, and species serve many vital functions to the community and wildlife, contributing to spatial complexity, species richness as well as abundance. Many municipalities promote approved tree lists comprised of hardy species that thrive and reduce the threat of failure in harsh environments. Integrating carefully selected native species can also serve the community well, and enriches the experience, promoting an environment better suited to the resident avian and butterfly population.

The project site is a very small component of the urban forest that makes up the inland community in Southern California. Within the site, there is a moderate diversity of tree species with the stand primarily composed (53.8%) of tree type. The subject trees are relatively uniform in stature with limited variation in tree height and tree scaffolding. As previously indicated, none of the trees within the site are California natives.

2.3 - Assignment and Scope of Survey

CalPacific Sciences (CPS) was assigned to conduct a tree survey and health assessment of all trees within the project area. The survey was performed to identify the various tree species found within the project boundary, assess their health, and provide insight as to which trees may be retained as part of the planned improvement. A *limited* health assessment was performed cataloging the health and stature parameters of each tree onsite. This included, but was not limited to; recording total diameter at breast height (DBH), canopy spread, tree height, apparent disease/decay, other signs of potential hazard, and pest damage. A limited (visual only) risk assessment was also conducted keeping public safety in mind.

All documentation in this report is in compliance with standards and requirements published by the International Society of Arboriculture (ISA). This report includes recommendations meant to satisfy all applicable ordinances and permit guidelines. *Given that all trees must be removed to facilitate the proposed project, the primary goal of this survey was to determine the health and status of each tree (in relation to its location (public/private property)).*

2.4 - Survey Methodology

Prior to the field survey, the City of Montebello's website was accessed to review specific tree protection guidelines. An aerial photograph was used as a visual guide during the assessment. A handheld Global Positioning System (GPS) device (Garmin GPSMAP 66sr) and a GPS-enabled smartphone (with digitized project boundaries) were used to identify the location of each subject tree; these data were exported into GIS for periodic illustration and presentation over aerial photographs. Unless otherwise dictated by the local regulation, trees with a DBH of ≥ 5 inches were included in this assessment. The crown-width was measured using a Bosch laser device or estimated by pacing, and the height of each subject tree was visually estimated using a tangent height gauge. These data were recorded on field sheets, and associated aluminum numeric tags were affixed to trees on the north side at BH for later reference.

Tree status (relative condition, stature, and health) was conducted by ISA certified and ASCA registered consulting arborist/biologist, George Wirtes from ground level with the aid of binoculars. As indicated earlier, no invasive procedures were performed. Visual characteristics were recorded on field sheets, and twig/leaf samples as well as digital photographs were taken as needed to assure accurate identification. Overall health and general appearance of each tree was numerically rated (Health/General Appearance Rating - 1-Good, 2-Fair, 3-Poor, 4-Dcline/dead) based on the conditions. Tree stature was also assessed in relation to the tree species shape (lean, scaffolding, offset canopy mass, etc.) with the rating as follows: 1-Good, 2-Fair, 3-Poor, 4-hazardous. Other conditions were also considered such as fence lines, utilities, competing canopies, grade cuts/slope, etc.

2.5 - Hazard Risk Assessment

The International Society of Arboriculture (ISA) recommends a Hazard Assessment be included with arborist reports. Such an assessment is an important component of any report and is critical if trees are to be located near public areas such as parks, walkways, residences, and buildings. This tree assessment includes a *limited Level 2 Basic Risk Assessment* as defined by ISA Best Management Practices. *This assessment was limited and did not include tools to detect internal decay. A level 3 assessment of many trees onsite is recommended to assure public safety, especially in high traffic areas (see section 4.3.2 below).* Level 2 (visual only) assessments are limited to evaluating trees and obvious signs of defects such as:

- Dead or broken structures
- Cracks
- Weakly attached branches and co-dominant stems
- Missing or decayed wood
- Unusual tree architecture or distribution
- Obvious loss of root support

A risk rating is assigned to each tree based on its defects, aesthetics, apparent health, location and the nearby targets (people or property). In this context, risk refers to consequences and likelihood of failure and impacting a target. As defined by ISA The ratings are defined below:

1. *Low* - Low-risk category applies when consequences are negligible, and likelihood is unlikely, or consequences are minor, and likelihood is somewhat likely.
2. *Moderate* - Moderate risk situations are those for which consequences are minor and likelihood is very likely or likely or likelihood is somewhat likely, and the consequences are significant or severe.
3. *High* - High-risk situations are those for which consequences are significant and likelihood is very likely or likely or Consequences are severe, and likelihood is likely.
4. *Extreme* - The extreme risk category applies in situations in which failure is imminent and there is a high likelihood of impacting the target and the consequence of the failure is severe. The tree risk assessor should recommend that mitigation measures be taken as soon as possible.

It is impossible to maintain a tree free of risk. A tree is considered hazardous when it has a structural defect that predisposes it to failure, and it is located near a target.

- A target is person or property that may sustain potential injury or property damage if a tree or a portion of a tree fails.
- Target areas include sidewalks, walkways, roads, vehicles, structures, playgrounds, or any other area where people are likely to gather.
- Structurally sound and healthy trees may also be hazardous if they interfere with utilities, roadways, walkways, and sidewalks, or if they obstruct motorist vision.
- Common hazards include dead and diseased trees, dead branches including bark, stubs from topping cuts, broken branches (hangers), multiple leaders, tight-angled crotches, and an unbalanced crown. Evaluation of risk is as follows: 1-Good, 2-Fair, 3-Poses risk, and 4-Hazardous.

2.6 - Local Tree Regulation (City of Montebello)

The City of Montebello has several provisions within its Municipal Code (Code or MC) relating to tree preservation and protection, most of which pertain to public property within the City or planned developments. Several key provisions are provided below and appear to be the only ones applicable to the site, given the small-scale proposed project. This list is NOT all-inclusive and further review of the Code and follow up with the City's planning department are recommended.

2.6.1 - City Property (Section 10.08.130)

The City's Code defines the extent of City property adjacent to local roadways as follows: "that portion of a street other than a roadway or sidewalk".

2.6.2 - Replacement Trees (Sections 12.08.010 - 040)

All new and replacement trees shall be confined to shade and ornamental trees from the current list and shall include all such new and replacement plantings in public areas, streets, planting easements and planting strips. "List" means the "Official Tree Planting List of the City of Montebello" as approved by the council. "Street" includes any public street, avenue, boulevard, lane, walk, road, parkway, alley, right-of-way or other public way.

2.6.3 - Removal of City Trees Prohibited Without a Permit (Section 12.08.090)

No person shall remove or cut any tree planted or maintained by the city or on city property. No person shall trim or prune any tree planted or maintained by the City or on City property without first obtaining a permit to do so pursuant to Section 12.08.110 of the Code. No person shall injure or destroy any tree planted or maintained by the City.

2.7 - Limitations and Exceptions of Assessment

This survey was conducted in a manner that draws upon past education, acquired knowledge, training, experience, and research. It was conducted to the greatest extent feasible, and although the information gathered reduces risk of tree failure/decline, it does not fully remove it.

California has a Mediterranean climate, and the costal environment provides excellent growing conditions for many floral species from all over the world. Trees mostly flower and fruit in the spring and fall months revealing characteristics that aid in their identification. Trees may not exhibit such features due to factors related to their health, vigor, reproduction strategy, etc. There is a potential (albeit small) for a tree species to be misidentified. Drawing clues from the leaves (shape and position), bark, tree morphology, and any other structures (inflorescence, fruit, etc.), every effort was made to provide a conclusive species name to the greatest degree possible.

No invasive diagnostic testing was performed during this assessment. The survey associated with this Arborist Report was *visual only* in nature and did not include soil sampling, root excavation, trunk coring/drilling or any other invasive procedure. The determinations of damage due to pest infestation and

decay were made solely on outward appearance and inspection of the tree structures. Not all tree defects may be readily visible from the ground or apparent at the time of the survey, especially during rain events when the wood is wet. Epiphytic growth can also obscure defects on the stem and in the canopy of a tree.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Internal or heartwood decay can be present and significant while showing little outward indication of wood rot internally. Trees are living organisms subject to attack by disease, insects, fungi and other forces of nature. Many aspects of tree health and environmental conditions are often not detectable (internal decay, poor root anchoring, etc.). Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time.

Given the location of the trees with frequent targets, bias was given to limiting risk exposure within the new development moving forward. The statements made in this report do not consider the effects of climate/wind extremes, vandalism, or accident (whether physical, chemical, or fire). In addition, this area is known to have periodic, high velocity Santa Ana winds from transient high-pressure ridges. CPSC cannot, therefore, accept any liability in connection with these factors, or where prescribed work is not carried out in a correct and professional manner in accordance with current ISA good practice.

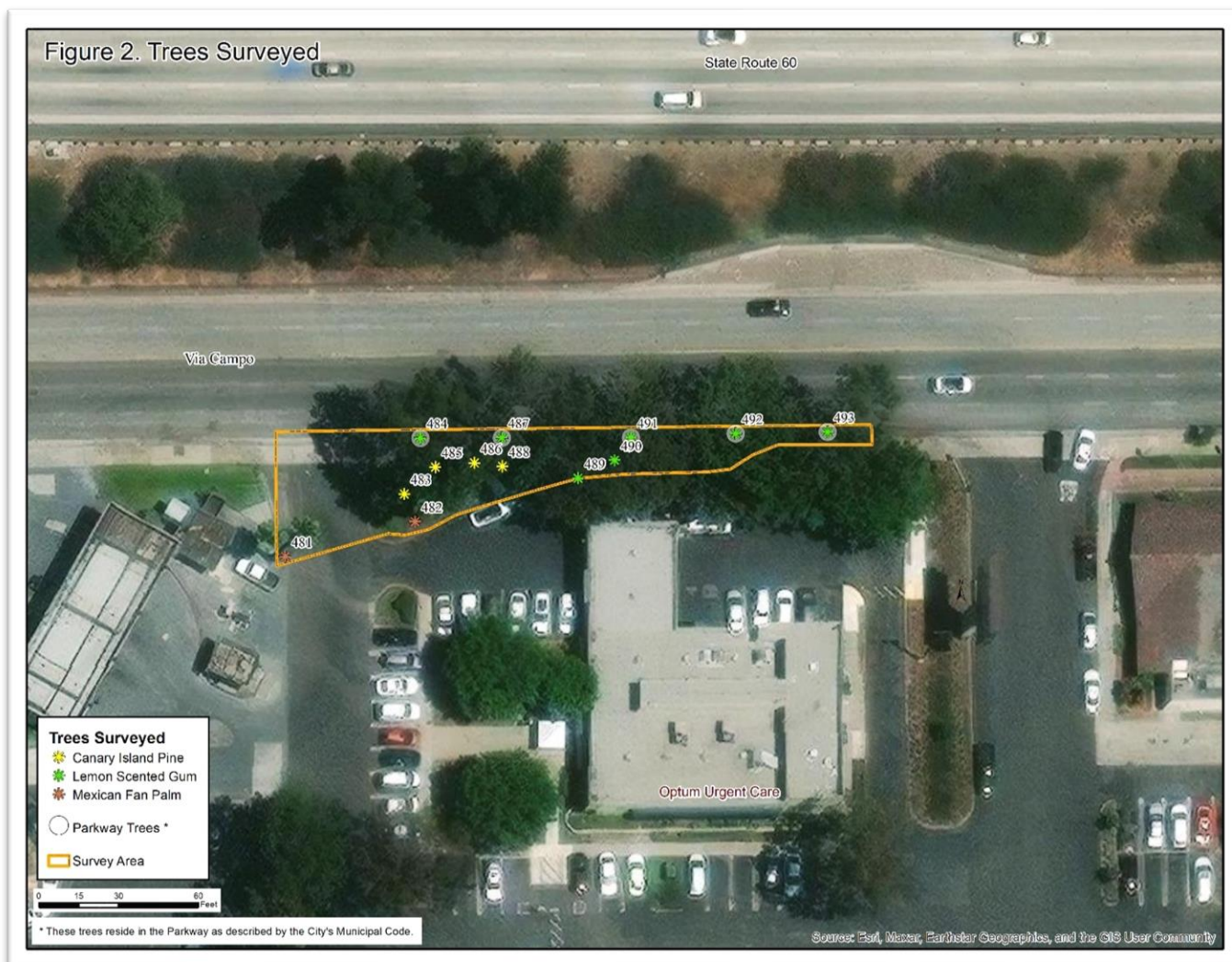
The authority of this report ceases at any stated time limit within it, after one year from the date of the survey (if none stated), when any site conditions change, or after pruning (or other activity) not specified in this report.

As described in the Survey Methodology in Section 2.4 above, tree location was recorded using a Garmin GPSMAP 66sr; this device is known to have an error of up to 3m. In addition, the data were overlain on an aerial map using GIS, and a parcel map was projected to estimate tree locations relative to property boundaries. Ultimately, subject tree ownership can only be estimated using these tools, and the details contained herein can only be used as a guide. Definitive tree ownership can only be accurately determined by the site plan engineer and City planning department.

The conclusions contain herein rely on documentation readily available (see Section 6 below) and further review of local law and communication with the City's planning department are recommended. In addition, consulting arborist are *not* risk managers nor responsible for tree removal or preservation. They make recommendations based on several factors, including (but not limited to) tree health and public safety. Clients may choose to accept or disregard the recommendations contained within this report; or seek additional advice. ***To live near trees is to accept some degree of risk. The only way to eliminate all risk is to remove all trees onsite.***

SECTION 3: SUBJECT TREES AND OBSERVATIONS

During the site survey, specific measurements and parameters of all trees onsite were recorded on tree assessment worksheets; these data have been transferred into the table in Appendix A at the end of this document. In all, 13 trees consisting of three distinct species were assessed (see Figure 2 below). A tree species matrix is provided below, characterizing each tree species observed onsite. The age of the trees onsite ranged from mature to over-mature, and the health ranged from rigorous to decline.



3.1 - Species Assessment

During the survey, tree assessments were conducted according to general ISA and City requirements; GPS waypoints were recorded as were specific details of each tree. The tree species represented onsite are characterized in detail below (as well as their count), and a comprehensive table of each tree present is provided in Appendix A of this report. In general, the species onsite were appropriate for the location.

Species	Characteristics	Qty
Canary Island Pine** <i>Pinus canariensis</i>	Native to Canary Islands of Spain in the Atlantic Ocean, the Canary Island pine is a species of gymnosperm in the conifer family <i>Pinaceae</i> . It is a large, evergreen tree Columnar or Conical in Shape. Height: 50 - 80 feet. Width: 20 - 35 feet. Its growth Rate is 36 Inches per Year and its longevity is 50 to 150 years. The flowers of this tree are Inconspicuous. It is also monoecious having separate male and female flowers on the same tree. Its cones are brown growing as large as 3 inches. It thrives best in Sunset Zones 8, 9, and 12 – 24 and USDA Hardiness Zones 9 - 10. It tolerates exposure Full Sun to Partial Shade in Moist to Dry Soil. It is a drought tolerant tree. It can grow in loam or sand texture soil with highly acidic to highly alkaline soil pH. It is a subtropical pine and does not tolerate low temperatures or hard frost. It is resistant to verticillium. Susceptible to aphids, beetle borers and spider mites, armillaria, phytophthora, root rot, sooty mold and pitch canker. Its root damage potential rated as moderate and branch strength rated as medium. This tree attracts birds and squirrels and is resistant to oak root fungus.	4
Mexican Fan Palm ** <i>Washingtonia robusta</i>	This species tolerates drought conditions. Cal-IPC (California Invasive Plant Council) classifies the invasiveness of this plant as moderate. It is from the Arecaceae (palm) family and is native to Northwestern Mexico, Sonora, and Baja California. Erect and requires ample growing space. It has a fan Palm Shape with evergreen foliage. Height: 80 - 100 feet. Width: 10 - 15 feet. Growth Rate: 36 - 127 inches per Season. This species grows well in Sunset Zones: 8 - 24, H1, H2 and USDA zones: 9 – 11. Longevity 50 to 150 years. It tolerates full sun to partial shade with wet to dry loam or sand textured soil. It is susceptible to beetle borers. Its branch strength is rated as medium strong and root damage potential is rated as moderate.	2
Lemon-scented Gum <i>Corymbia citriodora</i>	This species from the Myrtaceae (myrtle) family is endemic to north-eastern Australia and smog tolerant. Bark can be a litter problem. Its habit is erect or spreading and requires ample growing space. It has evergreen foliage. Height: 80 - 160 feet. Width: 50 - 100 feet. Growth rate: 36 or more inches per season. Longevity 50 to wet to dry soil. 150 years. This species is susceptible to beetle borers and thrip, oak root rot, phytophthora and root rot. Branch strength rated as medium and root damage potential rated is moderate.	7
Many of these trees appear to be City trees as they are located within the parkway adjacent to the street. Several have damaged the sidewalk and adjacent hardscape.		
* California native tree species ** Cal-IPC (California Invasive Plant Council) invasive tree species		

Source: UFEI 2023

3.2 - Observations

During the field survey, observations were documented pertaining to disease, structural defects, and other notable instances. The situations described below were noted onsite, these potentially contributed to hazardous conditions, tree decline, poor growth form, etc.

3.2.1 - Survey Photographs

The plates below illustrate many of the situations noted above and are merely representative of what was documented during the site assessment.

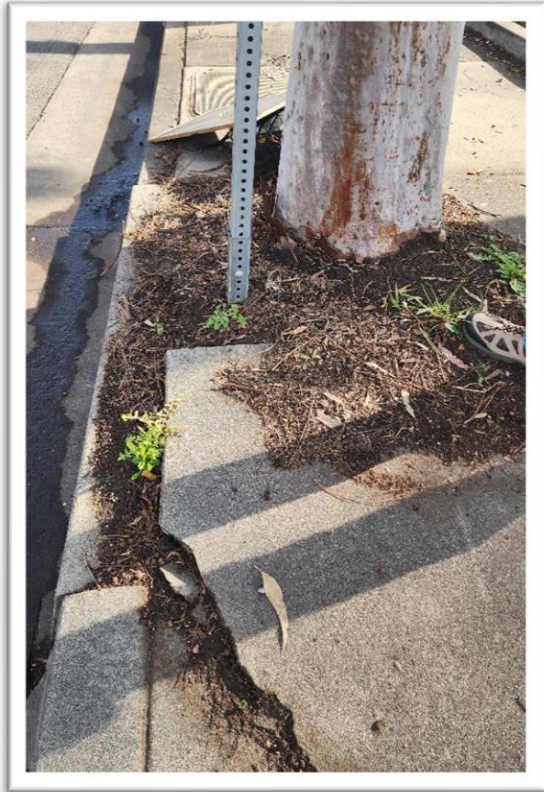


Plate 3. This is a view of a damaged sidewalk from root crown expansion (#484).

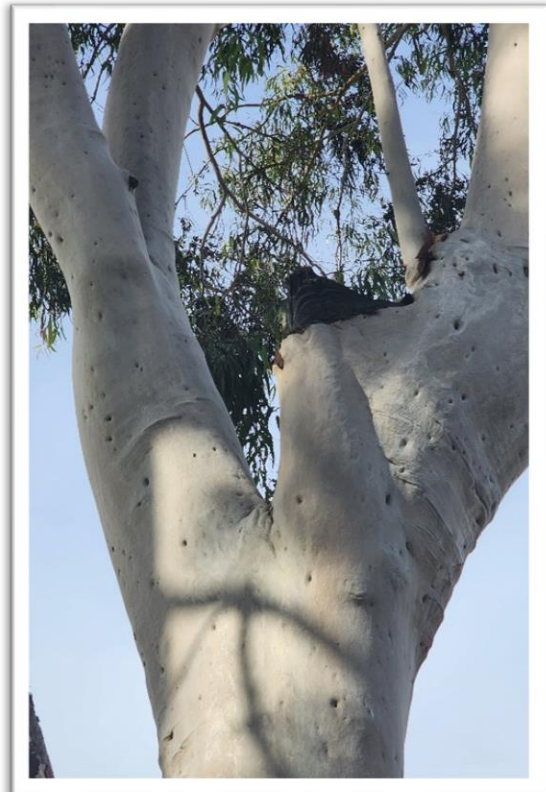


Plate 4. This is a view of a large canker at a former branch cut (#484).



Plate 5. This is a view of a large diseased limb (#484).



Plate 6. This is a view of fungal fruiting bodies (near #482 and 483).



Plate 7. This is a view of several trees with competing canopies (multiple trees along western boundary).

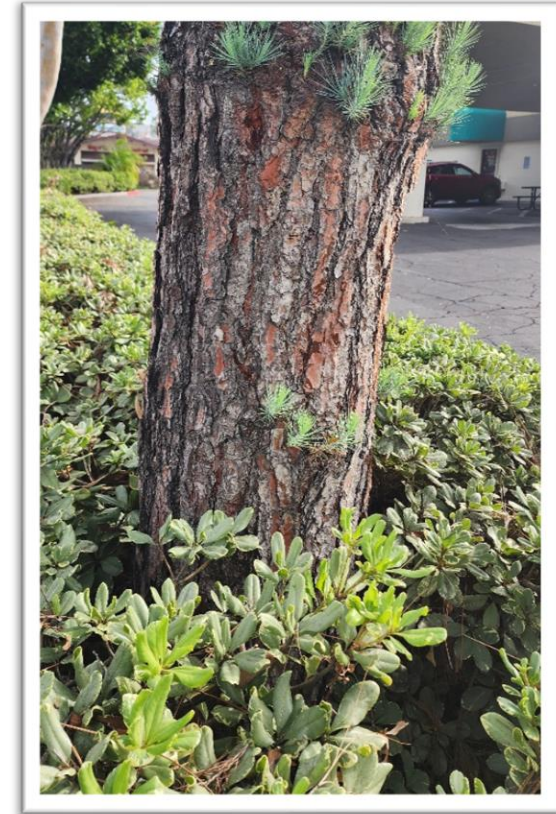


Plate 8. This is a view of an ornamental bush (Kohuhu) obscuring the lower stem of a tree and competing for natural resources (#488).



Plate 9. This is a view of a longitudinal canker on the lower stem of a tree (#487).



Plate 10. This is a view of reaction wood at the flare of a tree (#493).



Plate 11. This is a view of epicormic sprouting on the stem of a tree (#488).

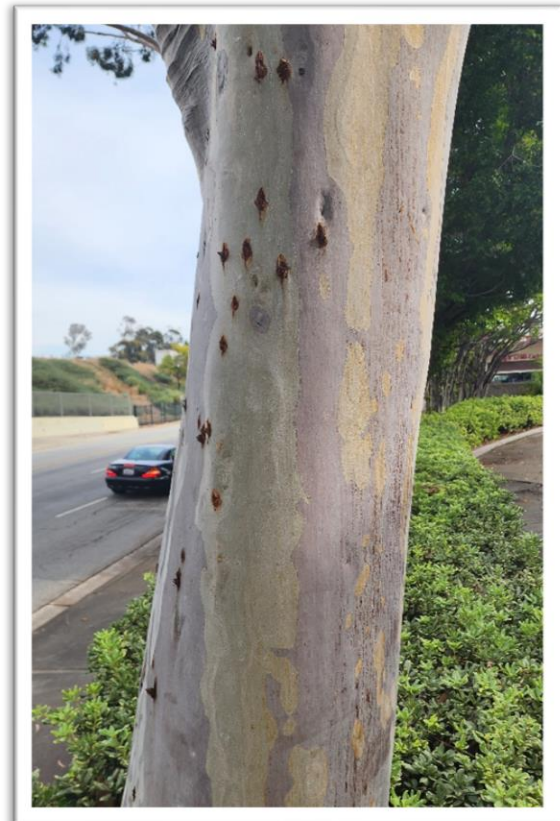


Plate 12. This is what appears to be multiple wounds from climbing spikes used by past tree trimmers (#490).



Plate 13. This is a view of an unclosed branch cut with decayed wood (#492).

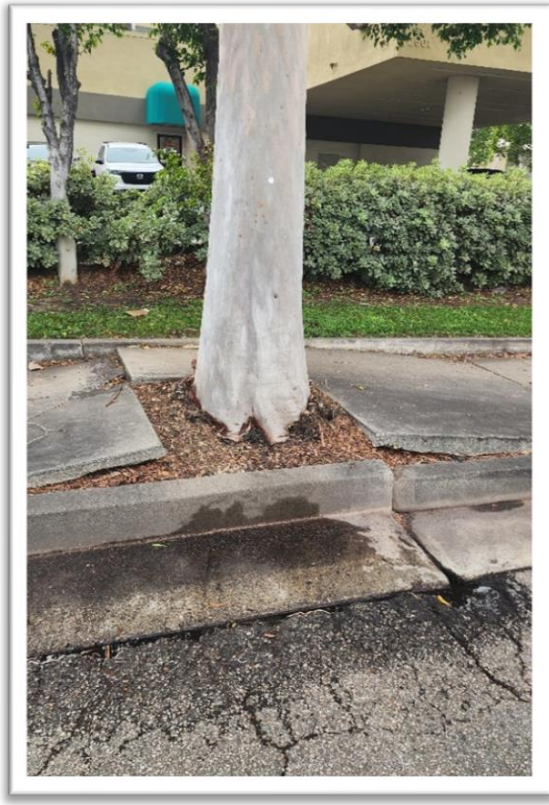


Plate 14. This is a view of a damaged sidewalk and parkway cement from root crown expansion (#492).



Plate 15. This is a view of a large canker, damaged sidewalk, and spray paint on the lower stem of a tree (#493).

The subject trees appear to be regularly maintained, but several trees show indication of disease and possible damage from tree spikes used by tree trimming crews in the past. Due to disease or significant decay, three trees (23.1%) are in decline or pose a risk of failure (#484, 492, and 493), and are not candidates for preservation. Upon inspection of tree location and the parcel map, it appears five of the trees surveyed (#484, 487, 491, 492, and 93) reside in the parkway within public property (see Figure 2 as well as Sections 2.6.1, 2.7, and 4.3.1 above).

The trees within the property and adjacent to the street are generally well cared for and adequately trimmed. It appears that tree spikes were used in the past to maintain the trees. The use of tree spikes to climb and trim trees is not recommended as they damage the tissue and allow access to pathogens.

During the survey, many trees were noted within the parkway, adjacent to the street (Via Campo). Root crown expansion associated with the growth of the large trees within this area resulted in damage to the sidewalk and hardscape presenting a fall hazard to pedestrians.

As noted in Section 4.1 above, several trees within the project site are in poor condition and are not candidates for preservation; this is primarily due to large areas of decay. In a few of these cases, trees have damaged the adjacent hardscape and currently present a hazard to pedestrians (see photographs in Section 3.2.1 above). In these circumstances, further inspection of the walkway is warranted.

Tree removal is recommended for those trees that are diseased or pose a risk of failure (See Appendix A below). A tree removal permit is required in accordance with the City's Municipal Code Section 12.08.090 for removal of trees maintained by the City or on City property. Although replacement of removed trees is not required by the City's municipal code, the City has the authority to require tree replacements during the permitting process. In the case that the City requires replacement of trees, this requirement will be added to the Project as a Condition of Approval. It is recommended that any trees installed as part of a condition of approval will be acquired from local, quality nursery stock and native

and non-native species and in accordance with the City-approved species list. Deviation from the aforementioned recommendation is at the discretion of the Montebello Planning Department.

4.3.2 - Trees Preserved

Removal of living, native and non-native trees may result a biological impact. If it is decided to preserve any trees onsite, an ongoing maintenance and monitoring are recommended; this is to ensure public safety and minimize liability due to potential tree failure. In addition, tree protection measures must be made to assure all trees preserved within the site (or adjacent to) will be adequately protected during construction activity (see Appendix B below). Strategic pruning compliant with ISA standards must be performed to subordinate non-primary, codominant stems, and canopy deadwood should be removed. Regular care and maintenance are recommended according to ISA standards. It is also recommended that several trees onsite be trimmed to remove deadwood and reduce risk of tree failure and limb drop, if preserved.

4.3.3 - Migratory Bird Treaty Act

Pursuant to the Migratory Bird Treaty Act (MBTA) and CDFG Code, removal of any trees, shrubs, or any other potential nesting habitat should be conducted outside the avian nesting season. The nesting season generally extends from early February through August, but can vary slightly from year to year based upon seasonal weather conditions.

SECTION 5: QUALIFICATIONS OF ARBORIST

Mr. Wirtes is a Certified Arborist (CH-08084) with the International Society of Arboriculture (ISA) and is a Registered Consulting Arborist (#738) with the American Society of Consulting Arborists. Originally ISA certified in November of 2005, Mr. Wirtes is also Tree Risk Assessment Qualification (TRAQ) certified, and has conducted numerous tree assessments for residential, industrial, and commercial properties involving oak and other tree species. Most notably, Mr. Wirtes has assessed properties with as many as 550 trees, and has created an oak regeneration, desert native plant and Joshua tree management plans. He regularly performs tree surveys within Riverside, San Bernardino, Orange as well as Los Angeles Counties. Mr. Wirtes' education includes a Bachelor of Science in Biology and a Master of Science in Environmental Science from California State University at Fullerton.

I certify that the details stated herein this report are true and accurate:



George Wirtes, MS, RCA #738
ISA Certified Arborist, CH-08084

SECTION 6: REFERENCES

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<http://www.cnr.vt.edu/DENDRO/dendrology/main.htm>

Appendix A - Tree Species Observed

Note - This tree survey details recorded below are meant to characterize the trees within the property based on a limited “visual only” evaluation (see Section 2.7 above). The goal was to accumulate enough data to make a judgment as to what role, if any, the existing trees may have in the proposed project.

KEY	Health Rating: 1= Good, 2 = Fair, 3 = Poor, 4 = Dying/Immanent Hazard				Structural/Stature Rating: 1 – Good, 2- Fair, 3- Potential Hazard 4- Imminent Hazard				Risk of Failure: 1 – Improbable, 2- Possible, 3 – Probable, 4 - Imminent						
Tree Tag #	Species	DBH (inches)							Height (feet)	Canopy Width (feet) (north on top)	Canopy Cover (sq ft)	Health	Structure	Risk	Recommendation
		1st Stem	2nd Stem	3rd Stem	4th Stem	5th Stem	6th Stem	Total							
481	Mexican Fan Palm	16						16	61	5	79	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, in planter, offset flare										5	5				
482	Mexican Fan Palm	14						14	55	1	87	2	2	2	Preserve or Mitigate if Removed
Lean, competing canopy, good vigor, no productive fronds										5	6				
483	Canary Island Pine	12						12	72	9	201	2	1-2	2	Preserve or Mitigate if Removed
Good form and vigor, minor foliage sparseness, competing canopy										8	7				
484	Lemon Scented Gum	16						16	77	24	1017	3	2	3-4	Remove
<u>Parkway tree</u> , damaged sidewalk, Poor prognosis, large diseased branch and advanced decay										25	8				
485	Canary Island Pine	17						17	70	7	261	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, lower stem concealed by ornamental bushes competing for resources										10	9.5				
486	Canary Island Pine	14						14	75	7	177	2	2	2	Preserve or Mitigate if Removed
Good form and vigor, lower branches removed										9	5				
487	Lemon Scented Gum	19						19	82	27	2418	2	2	2-3	Preserve or Mitigate if Removed
<u>Parkway tree</u> , good form and vigor, damaged sidewalk, good crotch formation in codominant stem/branch, canker at lower stem										28	22				
488	Canary Island Pine	14						14	80	7	214	1-2	2	2	Preserve or Mitigate if Removed
Good form and vigor, minor canopy sparseness, brush covers lower stem										7	8				
489	Lemon Scented Gum	24						24	54	12	829	2	2-3	2-3	Preserve or Mitigate if Removed
Codominant stems, good vigor, unclosed branch cut, possible spike damage from trimmers										19	13				
490	Lemon Scented Gum	18						18	64	10	660	2	2	2	Preserve or Mitigate if Removed
Tree trimmed using tree spikes, good form and vigor										8	17				

Tree Survey and Arborist Report

491	Lemon Scented Gum	11						11	66	24	551	2	2	2	Preserve or Mitigate if Removed
Parkway tree , sparse canopy										12	7	10			
492	Lemon Scented Gum	22						22	87	25	1661	3	2-3	3	Remove
Parkway tree , large decayed branch cut, fossorial mammal burrow in root crown, competing canopy, poor prognosis, cement damaged										24	25	18			
493	Lemon Scented Gum	28						28	93	14	1320	3	2-3	3	Remove
Parkway tree , large canker at flare, reaction wood over sidewalk, increased risk of failure, sidewalk damage										22	30	16			

Appendix B –Tree Protection during Construction

Construction activity near trees pose a great risk due to many factors. It is very important to reduce disturbance impacts to existing trees during construction activity associated with a development project. Older trees are less tolerant to root crown disturbance, either from damaged roots or compacted soils. Damage to structural roots can greatly cause harm and structural instability to trees and cause them to fail. The main stresses and risks of construction include:

- Soil compaction
- Lack of water or changes in the site hydrology
- Change of grade in the root zone
- Physical damage to tree roots and stem structure
- Dumping of potentially toxic construction wastes
- Dust
- Human error

Given this, the following Best Management Practices (BMPs) are recommended to mitigate adverse effects stemming from construction and to preserve the health and vigor of the trees onsite.

The successful implementation of a project requires effective communication regarding protective measures in place and a willingness by everyone involved to follow the guidelines presented. Prior to groundbreaking activity, a pre-construction meeting should be held with the project arborist, supervisor, work crew, and other parties associated with the project that may be involved in the various stages of the project. The guidelines and BMPs can be presented at this time and handouts given to the work crews.

Tree Protection Zone (TPZ)

A tree protection zone should be established and clearly marked for all trees. A TPZ is meant to protect the tree's limbs, trunk and roots from construction damage by discouraging the storage of materials beneath the tree's canopy, accidental releases of chemicals, and the accidental breakage or damage of tree structures. The TPZ should extend one foot from the face of the trunk for each inch in trunk diameter (measured at a height of 4.5 feet), with a minimum of 2 feet. The TPZ should be extended to 1.5 feet per inches DBH for sensitive or overmature trees. A tree's Critical Root Zone (CRZ) includes the area in which the significant structural roots, critical to the tree's structural integrity, are located. To the extent feasible, it is advisable for the construction crew to refrain from working within the CRZ.

In areas where feasible, the following measures are recommended to protect the trees.

1. Protective fencing should be placed at the outer edge of the TPZ.
2. Protective fencing must be erected so that it is visible and structurally sound enough to deter construction equipment, foot traffic, and the storing of equipment under tree canopies.
3. Signs should be posted on the fencing around trees notifying contractors of the fines for dumping. Oil from construction equipment, cement, concrete washout, acid washes, paint, and solvents are toxic to tree roots.

4. If it is not feasible to operate outside of the TPZ and CRZ, an arborist or biological monitor should be consulted to assess the situation and explore methods that will result in minimal adverse impact to the nearby tree.
5. If work must be performed within or near the TPZ, soil compaction must be mitigated by the addition of 4" of mulch or other similar material in the immediate vicinity of the work being performed.
6. Construction creates large amounts of dust. Trees to be preserved will need to be kept clean. Dust reduces photosynthesis within the leaves of trees. During periods of extended drought, wind or grading, trunks, limbs and foliage should be sprayed with water to remove accumulated construction dust. Strict dust control measures must be implemented during construction to minimize this impact, and an occasional rinsing with a solution of water and insecticidal soap will help control pests.
7. Many trees in the appendix are noted to have poor health or structural issues. Strategic pruning may be required to limit hazardous conditions to the construction crew; this is at the discretion of the project arborist or supervisor. All pruning should be performed by an ISA Certified Arborist or ASCA Consulting Arborist.
8. Supplemental irrigation is recommended if a tree appears stressed or under irrigated. Irrigation should be designed to wet the soil within the Tree Protection Zone to the depth of the root zone and to replace that water once it is depleted. Light, frequent irrigation should be avoided.

MONTEBELLO PLANNING COMMISSION RESOLUTION NO. 04-24

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. 01-24 (2601 Via Campo) BETWEEN THE CITY OF MONTEBELLO AND PREMIER MEDIA SOUTHWEST LLC FOR A DIGITAL SIGN

WHEREAS, on February, 2023, the Applicant requested to enter into an Amended and Restated Development Agreement (“DA No. 01-24”) with the City to allow the installation and continued operation of a new double faced 14’ x 48’, off premise digital display 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 01-24 between the City of Montebello (“City”) and Premier Media Southwest LLC (“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 2601 Via Campo in the City of Montebello, CA 90640, Assessor Parcel Number 5295-001-020; 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 Class 32 and Categorically Exempt per CEQA Guidelines Section 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

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.

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.

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 01-24.

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 7th day of May, 2024.

**Alicia Morales, CHAIR
MONTEBELLO PLANNING COMMISSION**

ATTEST:

I, _____, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 04-24 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held May 7, 2024, and that same was approved and adopted by the following vote to wit:

AYES:

NOES:

ABSENT:

JOSEPH PALOMBI, SECRETARY
MONTEBELLO PLANNING COMMISSION

Via Campo Digital Billboard Project

Exemption Checklist

Lead Agency:

City Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

Project Applicant:

Premier Media SouthWest LLC
717 Market Street, Suite 426
Lemoine, PA 17043

CEQA Consultant:

E | P | D SOLUTIONS, INC
3333 Michelson Drive, Suite 500
Irvine, CA 92612

March 2024

Table of Contents

1. INTRODUCTION	1
1.1. PURPOSE OF NOTICE OF EXEMPTION.....	1
1.2. DOCUMENT ORGANIZATION	1
2. ENVIRONMENTAL SETTING	2
2.1. PROJECT LOCATION	2
2.2. EXISTING PROJECT SITE.....	2
2.3. EXISTING GENERAL PLAN LAND USE AND ZONING DESIGNATIONS	2
2.4. SURROUNDING LAND USES.....	2
3. PROJECT DESCRIPTION	13
3.1. PROJECT OVERVIEW.....	13
3.2. CONSTRUCTION	13
3.3. DISCRETIONARY ACTION CHECKLIST.....	13
4. CLASS 32 INFILL EXEMPTION REQUIREMENTS	16
4.1. PROPOSED PROJECT CEQA EXEMPTION.....	16
4.2. EXEMPTIONS FOR EXEMPTIONS.....	32
5. REFERENCES	33

Tables

TABLE 1: MONTEBELLO ZONING DEVELOPMENT STANDARDS FOR OFF-PREMISES DIGITAL DISPLAY SIGNS (MUNICIPAL CODE SECTION 17.62.105).....	17
TABLE 2: REGIONAL CONSTRUCTION EMISSION ESTIMATES.....	24
TABLE 3: REGIONAL CONSTRUCTION EMISSION ESTIMATES.....	25

Figures

FIGURE 1: REGIONAL LOCATION.....	5
FIGURE 2: LOCAL VICINITY	7
FIGURE 3: AERIAL VIEW.....	9
FIGURE 4: EXISTING SITE PHOTOS	11
FIGURE 5: DIGITAL DISPLAY BILLBOARD ELEVATIONS	14
FIGURE 6: TREE SPECIES AND LOCATIONS.....	21
FIGURE 7: VISUAL SIMULATIONS	28
FIGURE 8: LIGHT STUDY	30

Appendices

APPENDIX A	CALTRANS RESPONSE LETTER FOR OUTDOOR ADVERTISING PRELIMINARY APPLICATION NUMBER P07-3577
APPENDIX B	LETTER OF CERTIFICATION FOR PREMIER MEDIA
APPENDIX C	TREE SURVEY AND ARBORIST REPORT

APPENDIX D CONSTRUCTION AIR QUALITY EMISSION SUMMARY FOR THE 2601 VIA CAMPO DIGITAL BILLBOARD
PROJECT

Acronym List

BMPs	Best Management Practices
CEQA	California Environmental Quality Act
CO	Carbon Monoxide
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
FEMA	Federal Emergency Management Agency
GHG	Greenhouse Gas
LED	Light Emitting Diodes
LST	Localized Significance Threshold
MBTA	Migratory Bird Treaty Act
MBL	Montebello Bus Lines
NPDES	National Pollutant Discharge Elimination System
NO _x	Nitrous Oxides
PM	Particulate Matter
RWQCB	Regional Water Quality Control Board
SCAQMD	South Coast Air Quality Management District
SF	Square Feet
SR	State Route
SWPPP	Stormwater Pollution Prevention Plan
USWMP	Urban Stormwater Management Plan

1. INTRODUCTION

The applicant for the proposed Project is requesting approval from the City of Montebello to construct a double-faced digital display billboard. The City of Montebello is the Lead Agency for the proposed Project. The Lead Agency will utilize this document as evidence that the proposed Project qualifies for the Class 32 Infill Exemption, which is further described below.

1.1. PURPOSE OF NOTICE OF EXEMPTION

Article 19 of the California Environmental Quality Act (CEQA) Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects which have been determined not to have a significant effect on the environment. This document demonstrates that the proposed Project qualifies for a CEQA Exemption as an Infill Development Project (Class 32 Exemption), consistent with the provisions of CEQA Guidelines Sections 15332 and 15300.2 and provides information for City decision-makers to find that the proposed Project is exempt under CEQA.

Pursuant to CEQA Guidelines Section 15332, the Project qualifies for a Class 32 Exemption because it is: (1) consistent with the General Plan designation and policies and zoning regulations; (2) is located within the City limits, surrounded by urban uses and is less than 5 acres in size; (3) has no value for endangered, rare or threatened species; (4) would not result in any significant effects related to traffic, noise, air quality or water quality; and (5) can be adequately served by all required utilities and public services. Additionally, this document demonstrates that the Project and its circumstances would not result in any exceptions identified in CEQA Guidelines Section 15300.2.

Existing Plans, Programs, or Policies (PPPs) and Project Design Features (PDFs)

Throughout the analysis of this document, reference is made to requirements that are applied to all development on the basis of federal, State, or local law. Existing Plans, Programs, or Policies are collectively identified in this document as PPPs. Where applicable, PPPs are listed to show their effect in reducing potential environmental impacts. The Project also incorporates various measures that serve to reduce potentially significant impacts. These measures are referred to as Project Design Features (PDFs) and are listed where applicable.

1.2. DOCUMENT ORGANIZATION

This Class 32 Exemption Checklist includes the following sections:

Section 1. Introduction. Provides information about CEQA, its requirements for environmental review, and explains the exemption justification memo that evaluates the potential impacts of the proposed Project to the physical environment.

Section 2. Environmental Setting. Provides information about the proposed Project's location, the Project site, and background.

Section 3. Project Description. Includes a description of the proposed Project's physical features and construction and operational characteristics.

Section 4. Discretionary Approvals. Describes anticipated approvals and permits needed for implementation of the proposed Project.

Section 5. Class 32 Infill Exemption Requirements. Includes the Exemption Justification and evaluates the proposed Project's potential to result in significant adverse effects to the physical environment against the Class 32 exemption requirements.

2. ENVIRONMENTAL SETTING

2.1. PROJECT LOCATION

The proposed Project location is within the northwestern portion of the City of Montebello at 2601 Via Campo, Montebello, CA 90640 (Assessor's Parcel Number 5295-001-020). Regional access to the site is provided by State Route (SR) 60 to the north, Interstate (I) 5 to the south, SR-19 to the east, and I-710 to the west. Local access to the site is by Via Campo, located north of the site, and N. Wilcox Avenue, located west of the site. The project site and surrounding area are shown in Figure 1, *Regional Location*, and Figure 2, *Local Vicinity*.

2.2. EXISTING PROJECT SITE

The Project site is located in the parking lot of Montebello Plaza, a retail center containing a grocery store, gas station, medical office, retail stores, restaurants, and other services/office/commercial uses. Specifically, the Project site is a landscaped area measuring approximately 240 square feet (SF) at the northwest corner of an optometrist office (Ramin Ram) and adjacent to Via Campo. The 240 SF area is comprised of ornamental landscaping and is within the parking lot of the optometrist office. The Project site's existing conditions are shown in Figure 3, *Aerial View* and Figure 4, *Site Photos*.

The closest residential area to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3. The Project site and this residential area are divided by Via Campo, SR-60, and E. Pomona Boulevard. These residences are located below the grade of the freeway. Additionally, there is a senior apartment community located approximately 0.2 mile (1,054 feet) east of the Project site. Furthermore, there is an area of high voltage utility lines, followed by a high school, and further followed by single-family residential areas to the southwest of the Project site. These single-family homes are located approximately 0.30 mile (1,500 feet) from the Project site and are higher in elevation than the Project site.

2.3. EXISTING GENERAL PLAN LAND USE AND ZONING DESIGNATIONS

The project site has a General Plan land use designation of General (Community Shopping Center) and a zoning designation of General Commercial (C-2). The C-2 zoning designation is intended to permit uses with higher traffic and longer hours such as retail sales, medical and professional offices, general office, as well as service stations and automobile sales yards (City of Montebello, 2023).

2.4. SURROUNDING LAND USES

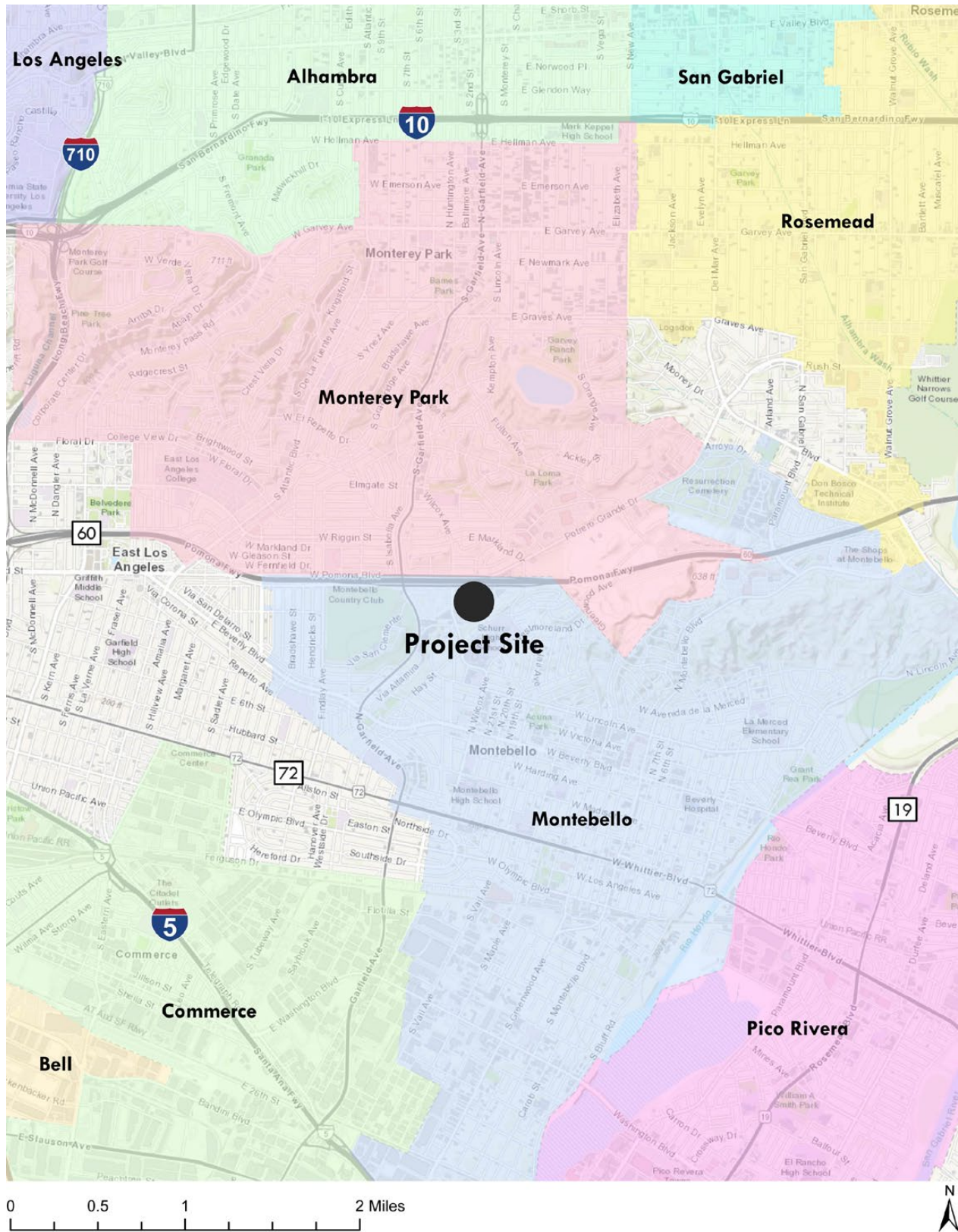
The surrounding land uses are shown in Figure 1, *Regional Location*, and described below.

- North: Via Campo and SR-60 (transportation), followed by apartments (multi-family residential).
- West: Gas station (commercial) followed by N. Wilcox Avenue (transportation), followed by commercial center (commercial)
- South: Montebello Plaza (retail/commercial) followed by high voltage utility lines, followed by a high school and single-family homes (residential)

- East: Montebello Plaza (commercial/retail), followed by high voltage utility lines and single-family homes (residential)

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Regional Location

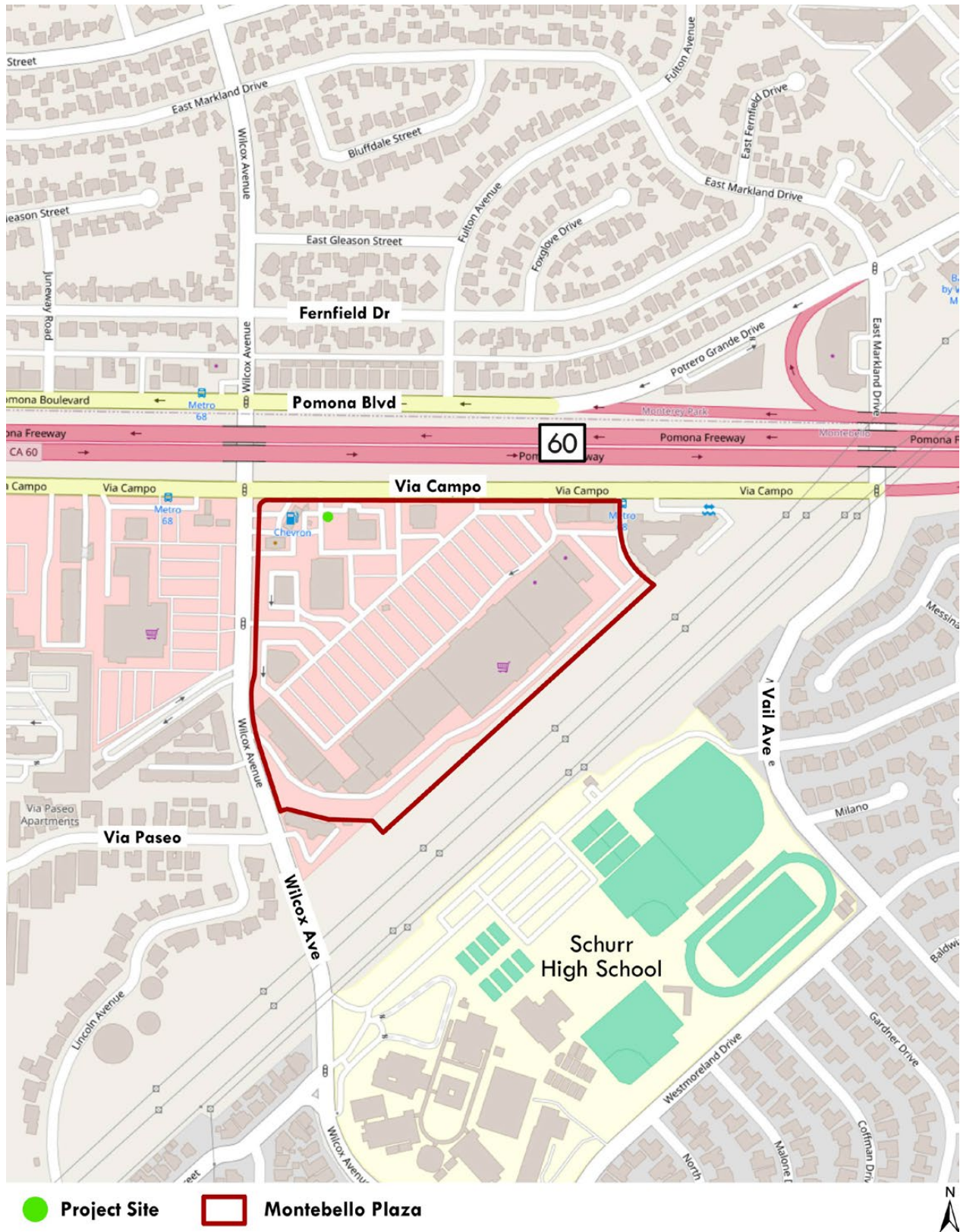


2601 Via Campo - Digital Billboard
City of Montebello

Figure 1

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Local Vicinity



2601 Via Campo - Digital Billboard
City of Montebello

Figure 2

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Aerial View



2601 Via Campo - Digital Billboard
City of Montebello

Figure 3

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Existing Site Photos



View of the landscaped project area facing east.



Facing south west.

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3. PROJECT DESCRIPTION

3.1. PROJECT OVERVIEW

The proposed Project would construct a double-faced digital display billboard with light emitting diodes (LED) on both faces. The new billboard would be located on the northwest portion of Montebello Plaza approximately 75 feet south of Via Campo and located directly south of SR-60. Specifically, the billboard would be located in a landscaped 240 SF grass patch in the parking lot.

The proposed billboard would have an overall height of 75 feet from grade to the top of the sign face. As shown in Figure 5, *Digital Display Billboard Elevations*, the sign face dimensions of the proposed billboard would be 14 feet by 48 feet. The billboard would be positioned on a 58-foot-tall pole that would be 36 inches to 48 inches in diameter. The design would also include a concrete footing and foundation that would extend 26 feet below grade. The color of the pole would be flat black. A 3-foot by 40-foot internally lit sign cabinet facing both directions of SR-60 with the "City of Montebello" name affixed to the bottom of the digital display sign faces. Below this sign cabinet would be a 10-foot by 10-foot internally lit sign cabinet facing both directions of SR-60 with the City's "M" logo and the word "Montebello". Finally, the Project would also include a ladder at 12 feet off grade on the rear column of the billboard.

The digital displays would be oriented facing east and west and would be visible from SR-60. The display would be illuminated 24 hours per day, 365 days per year. The light levels emitted from the digital display would be set to adjust based upon ambient light conditions. The proposed billboard would connect to existing underground electrical facilities at the site, and would not require relocation, expansion, or construction of new electrical facilities. The project developer submitted an Outdoor Advertising Preliminary Application (No. P07-3577) to Caltrans. In a response letter, Caltrans identified the Project as conforming to the requirements of the Outdoor Advertising Act (Appendix A). Pursuant to the City of Montebello Municipal Code Section 17.62.105, the proposed Project is subject to a Development Agreement and an Off-Premises Digital Display Sign Permit.

3.2. CONSTRUCTION

Project construction would take approximately 10 days to complete. Additionally, construction of the Project would result in minimal export of soil which will be removed off-site.

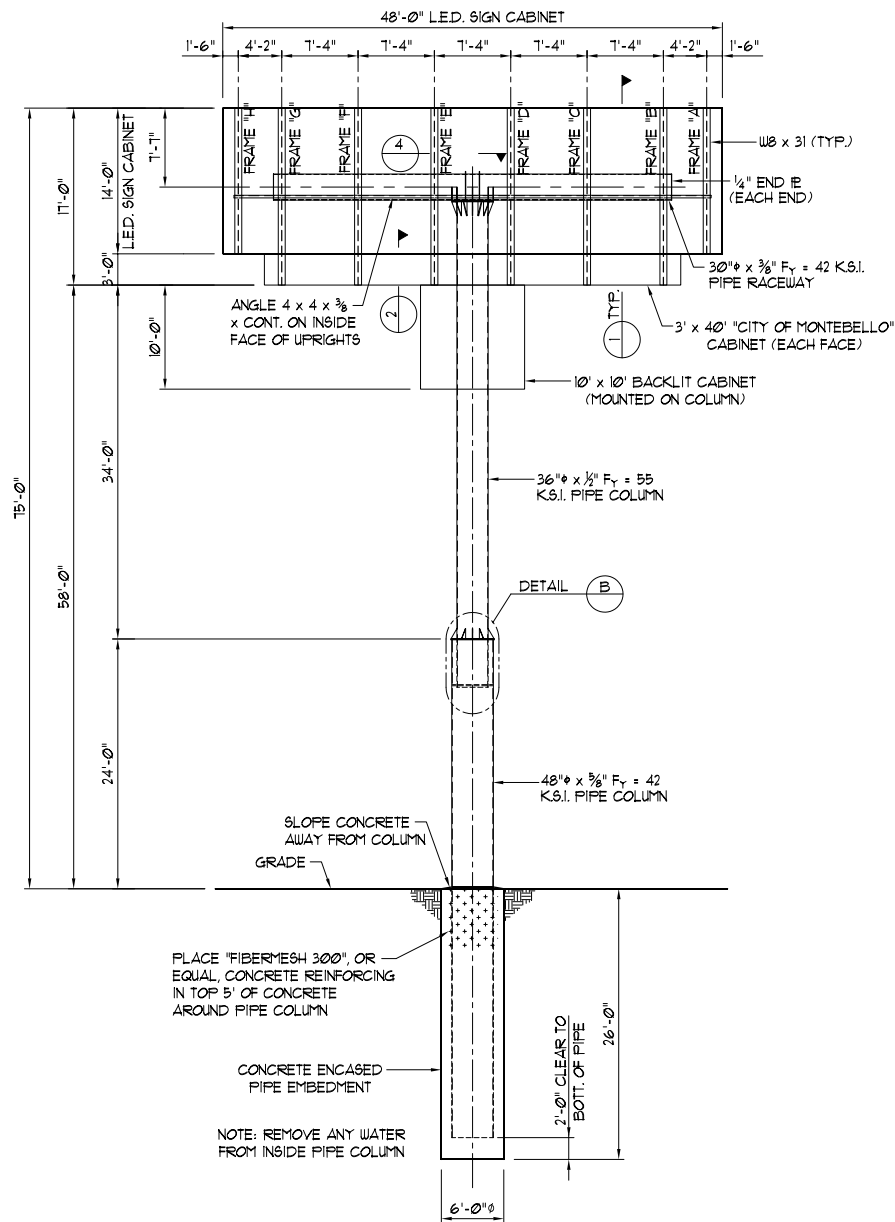
3.3. DISCRETIONARY ACTION CHECKLIST

The City of Montebello would be expected to use the information contained in this Exemption Checklist for consideration of approvals related to and involved in the implementation of this Project. These include, but may not be limited to, the permits and approvals described below:

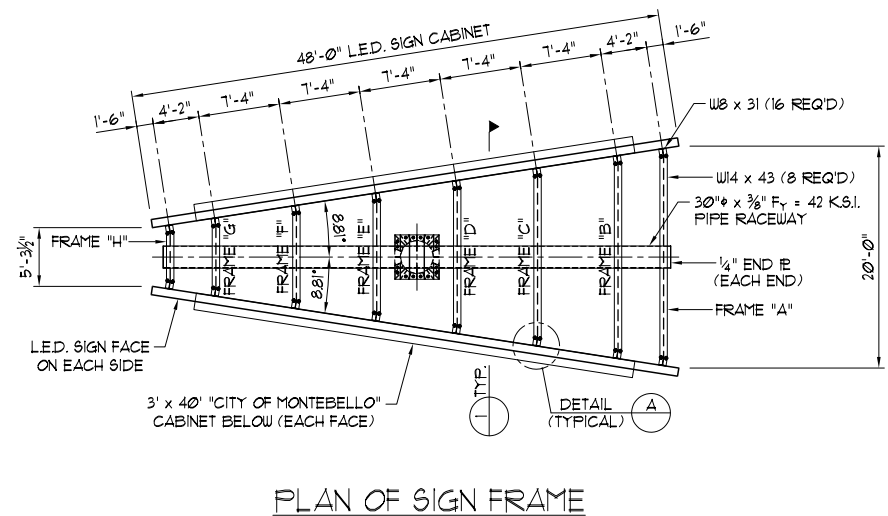
- Caltrans approval
- Development Agreement
- Off-Premises Digital Display Sign Permit
- Tree Removal Permit

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Digital Display Billboard Elevations



SIGN FRAME ELEVATION



PLAN OF SIGN FRAME

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4. CLASS 32 INFILL EXEMPTION REQUIREMENTS

Article 19 of the California Environmental Quality Act (CEQA Guidelines Sections 15300 to 15333), includes a list of classes of projects that have been determined to not have a significant effect on the environment and as a result, are exempt from review under CEQA.

Class 32 Infill Exemption

One of the classes of projects exempt from CEQA review are projects that are specified as urban infill development. CEQA Guidelines Section 15332 defines the Class 32 Infill Exemption as a project that meets the following five requirements:

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- c) The project site has no value as habitat for endangered, rare or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

Exceptions

In addition to meeting the five requirements stated above, the CEQA Guidelines Section 15300.2 provides specific instances where exceptions apply to a project that would otherwise meet the requirements for an exemption. These exceptions are:

- a) Location: Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- b) Cumulative Impact: All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
- c) Significant Effects: A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- d) Scenic Highways: A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- e) Hazardous Waste Sites: A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- f) Historical Resources: A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resources.

4.1. PROPOSED PROJECT CEQA EXEMPTION

The analysis below provides substantial evidence that the Project properly qualifies for an exemption under CEQA Guidelines Section 15332 (i.e., Class 32) and, as a result, would not have a significant effect on the

environment. Additionally, the analysis shows there are no exceptions to qualifying for the categorical exemption, as identified in CEQA Guidelines Section 15300.2.

a) Criterion Section 15332(a): General Plan and Zoning Consistency: The Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

The Project site has a City of Montebello General Plan land use designation of General (Community Shopping Center) and a zoning designation of General Commercial (C-2). The C-2 zoning designation is intended to permit uses with higher traffic and longer hours such as retail sales, medical and professional offices, general office, as well as service stations and automobile sales yards.

Table 1 shows the Project's consistency with the Montebello Zoning Ordinance, section 17.62.105, Off-Premises Digital Display Signs. As shown, the proposed Project would meet all of the requisite development standards for off-premises digital display signs. Therefore, the Project would be consistent with the applicable zoning regulations.

Table 1: Montebello Zoning Development Standards for Off-Premises Digital Display Signs (Municipal Code Section 17.62.105)

Development Feature	Proposed Project Consistency
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).	Consistent. The proposed digital display billboard would be located within the SR-60 Digital Display Sign Corridor.
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.	Consistent. According to the Caltrans Outdoor Advertising Map Viewer, which displays active permitted billboard displays in California, the nearest permitted sign is located approximately 5,900 feet east of the Project site (Caltrans, n.d.).
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.	Consistent. The sign face dimensions of the proposed billboard would be 14 feet by 48 feet, resulting in a sign surface area of 672 SF, as shown in Figure 5, <i>Digital Display Billboard Elevations</i> .
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.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
No digital display sign may include any illumination or message change that is in motion or that changes intensity.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
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."	Consistent. The proposed digital display billboard would have an overall height of 75 feet from grade to the top of the sign face.

Development Feature	Proposed Project Consistency								
An off-premises digital display shall not be permitted to structurally attach on the roof of a building.	Consistent. The proposed digital display billboard would not be structurally attached on the roof of a building.								
An off-premises digital display shall not encroach over public rights-of-way.	Consistent. The Project site is located within the parking lot of Montebello Plaza and would not encroach over the public right of way.								
An off-premises digital display shall not be permitted within two-hundred feet of a residentially zoned property.	Consistent. The closest residences to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3.								
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.	Consistent. The proposed digital display billboard would be double-faced (V-shape). The back or rear of the structure would not be visible to the public.								
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 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: <table border="1"> <tr> <th>Nominal Face Size</th><th>Distance to be Measured From:</th></tr> <tr> <td>12' x 25'</td><td>150'</td></tr> <tr> <td>10'6" x 36'</td><td>200'</td></tr> <tr> <td>14' x 48'</td><td>250'</td></tr> </table>	Nominal Face Size	Distance to be Measured From:	12' x 25'	150'	10'6" x 36'	200'	14' x 48'	250'	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.
Nominal Face Size	Distance to be Measured From:								
12' x 25'	150'								
10'6" x 36'	200'								
14' x 48'	250'								
All off-premises digital displays must revert to a black screen or turn off immediately if ten percent of the digital display screen malfunctions.	Consistent. As stated in the Letter of Certification for Premier Media (Appendix B), the proposed Project would be consistent with this provision.								
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.	Consistent. The proposed digital display billboard would be a double-faced V-shape sign located on the same structure. The distance between the sign faces would be approximately 20 feet at the widest point and approximately 5.3 feet at the closest point.								
An off-premises digital display structure shall have a single support structure (monopole) and shall be constructed of noncombustible material.	Consistent. The proposed digital display billboard would have a single pole and be constructed of noncombustible material.								
All off-premises digital displays shall be 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.	Consistent. The Project developer will comply with this development standard.								
The permittee shall underground all utilities installed in connection with off-premises digital display.	Consistent. The Project developer will comply with this development standard.								

Development Feature	Proposed Project Consistency
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.	Consistent. The Project developer has obtained a Caltrans Outdoor Advertising Display Permit preliminary approval. In addition, the City and Caltrans will review the Project for approval during the permitting process to ensure compliance with all applicable state, federal, and local law.
Off-premises digital displays shall be oriented away from residential areas.	Consistent. The proposed digital display billboard would be oriented facing east and west and would be visible from SR-60. The nearest residential area to the Project site is located approximately 445 feet north of the Project site.

Source: City of Montebello Code of Ordinances

b) Criterion Section 15332(b): Project Location, Size, and Context: The proposed development occurs within City limits on a Project site of no more than five acres substantially surrounded by urban uses.

The Project site is located within the parking lot of Montebello Plaza, a retail center containing a grocery store, gas station, medical office, retail stores, restaurants, and other services/office/commercial uses. Specifically, the Project site is a landscaped area measuring approximately 240 square feet (SF) at the northwest corner of the optometrist office (Ramin Ram) and adjacent to Via Campo. The 240 SF area is comprised of ornamental landscaping and is within the parking lot of the optometrist office. As the Project site is less than five acres and substantially surrounded by urban uses, it meets the criteria of CEQA Guidelines Section 15332(b).

c) Criterion Section 15332(c): Endangered, Rare, or Threatened Species: The Project site was determined to have no value as habitat for endangered, rare or threatened species.

The Project site is developed with ornamental landscaping. The immediate area surrounding the Project site is completely developed with commercial buildings and associated parking lots. As such, the whole Project site has been disturbed by previous development and does not contain any endangered, rare or threatened species.

Development of the proposed Project would require the removal of 13 trees located near the Project site in order to increase visibility of the billboard to motorists from SR-60. An Arborist Survey Report was prepared by CalPacific Sciences in January 2024 and is included as Appendix C. The survey was performed to identify the various tree species found within the project boundary, assess their health, and provide recommendations as to which trees may be retained as part of the proposed Project.

The 13 trees were identified as three distinct species: Canary Island Pine, Lemon Scented Gum, and Mexican Fan Palm were identified during the survey, none of which are considered native or special status species. Their locations are shown in Figure 6, *Tree Species and Locations*.

Of the 13 trees surveyed and identified for removal, five are located in the parkway within public property. The root crown expansion of these large trees has resulted in damage to the sidewalk and hardscape presenting a fall hazard to pedestrians. Three of the five trees located within public property show indication of disease.

A tree removal permit is required in accordance with the City's Municipal Code Section 12.08.090 for removal of trees maintained by the City or on City property. Although replacement of removed ornamental

trees is not required by the City's municipal code, the City has the authority to require tree replacements during the permitting process, which will be added to the Project as a condition of approval, if required.

In addition, as a standard condition of Approval, any removal of vegetation or trees is required to be conducted in accordance with Sections 3503, 3503.5, and 3513 of the California Fish and Game Code and the Migratory Bird Treaty Act (MBTA). Compliance with the California Fish and Game Code and MBTA would ensure that impacts to nesting birds and raptors, which may use vegetation including trees that require removal, on or near the Project site for nesting, during construction would not occur.

For the reasons described above, the proposed Project site has no value as habitat for endangered, rare, or threatened species and meets the criteria of CEQA Guidelines Section 15332(c).

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Tree Species and Locations



2601 Via Campo - Digital Billboard
City of Montebello

Figure 6

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d) Criterion Section 15332(d): Significant Effects: Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Traffic

The Project proposes the construction of a digital display billboard. As such, the operation of the proposed Project would not generate any new trips. Therefore, the Project would result in a less-than-significant impact related to VMT.

The proposed Project is a redevelopment and infill Project within an urbanized area that is served by transit. The Project vicinity receives bus service from Montebello Bus Lines (MBL). MBL Route 70 has a stop at Montebello Plaza, on Via Campo, approximately 100 feet northeast of the Project site. The proposed digital display billboard would not alter or conflict with existing transit stops and schedules, and impacts related to transit services would not occur.

There is no existing bicycle infrastructure such as bicycle trails/lanes on the surrounding streets. Therefore, the Project would not alter or conflict with any bicycle facilities. Sidewalks currently exist adjacent to the site along both Via Campo and N. Wilcox Avenue; and pedestrian crosswalks are provided at the intersection of Via Campo and N. Wilcox Avenue. The proposed Project would not alter the existing pedestrian sidewalks or crosswalks, and impacts related to bicycle, and pedestrian infrastructure would not occur.

The proposed Project would not result in any significant effects relating to traffic; therefore, the proposed Project meets the traffic related criteria of CEQA Guidelines Section 15332(d).

Noise

Construction Noise. The Project site is in an urbanized area that is developed with commercial uses. Construction of the proposed digital display billboard may result in temporary increased noise levels from construction activities that include site preparation, excavation, and billboard construction. The effects of Project construction noise levels on longer-term (hourly or daily) ambient noise levels could result in temporary noise leading to levels of annoyance or sleep disturbances at nearby sensitive receptors, if not restricted to daytime hours. According to the City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are allowed only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce the effects of noise produced by construction activities on longer-term (hourly or daily) ambient noise levels. Furthermore, the increased noise levels would be temporary and would not remain after construction is complete. Therefore, no new noise-related construction impacts are anticipated from the proposed Project.

Operational Noise. The proposed Project would construct a double-faced digital display billboard. The Project would not generate new sources of noise from the Project and will not generate new vehicular traffic on the nearby roadways. Therefore, no new noise-related impacts during operation are anticipated from the proposed Project.

Vehicular Noise. The proposed Project is a new digital display billboard Project that would not result in an increase in the number of truck trips nor alter the speed limit on any existing roadway. Therefore, no new noise-related impacts from vehicular noise are anticipated from the proposed Project.

Aircraft Noise. The nearest airport is the San Gabriel Valley Airport, located 6.3 miles northeast of the Project site. The proposed Project is not located within an airport land use, within two miles of an airport, or within the vicinity of a private airstrip. Therefore, the proposed Project would have no impact related to aircraft noise.

Ground-borne Vibration. Construction activity can result in varying degrees of ground vibration, depending on the equipment used on the site. Construction of the proposed Project may result in temporary increased vibration levels from construction activities that include site preparation, excavation, and billboard construction. However, as discussed above, per City of Montebello Code of Ordinances section 9.08.050, *Loud and raucous noise*, noise and vibration sources associated with construction are permitted only between the hours of 7 a.m. and 8 p.m. on weekdays (Monday through Friday) and 9 a.m. to 6 p.m. on Saturdays, Sundays, and legal holidays. Compliance with the permissible construction hours established by the Montebello Code of Ordinances would reduce vibration impacts during construction. Therefore, no new vibration-related construction impacts are anticipated from the proposed Project.

AIR QUALITY

This section is based on the *Construction Air Quality Emission Summary for the 2601 Via Campo Digital Billboard Project*, prepared by EPD Solutions, Inc. on January 19, 2024, and included as Appendix D.

Regional Construction Emissions. The Southcoast Air Quality Management District (SCAQMD) has adopted maximum daily emission thresholds (pounds/day) for the criteria pollutants during construction of a Project. The regional thresholds apply to the criteria pollutants mentioned in Table 2. These construction emission thresholds include the Project emissions generated both from onsite sources (such as off-road construction equipment and fugitive dust) and offsite sources (vehicle travel leaving and arriving to the site). The California Emissions Estimator Model (CalEEMod v. 2022.1.1) land use emission model was used to analyze Project construction emissions, which is estimated to last approximately 10 days. The Project's maximum daily regional emissions would not exceed SCAQMD's thresholds of significance, as shown in Table 2. In addition, design and construction of the Project would comply with applicable SCAQMD rules and regulations, including Rule 403 to minimize fugitive PM dust emissions. Therefore, the proposed Project would have less-than-significant air quality impacts related to regional construction emissions.

Table 2: Regional Construction Emission Estimates

Construction Activity	Maximum Daily Regional Emissions (pounds/day)					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
2024						
Demolition	1.4	13.5	12.8	0.0	0.9	0.6
Site Prep	0.9	15.1	9.8	0.1	3.4	1.1
Building Construction	0.6	6.0	6.1	0.0	0.3	0.2
Paving	0.5	4.2	5.9	0.0	0.3	0.2
Maximum Daily Emission	0.9	15.1	9.8	0.1	3.4	1.1
SCAQMD Significance Thresholds	75	100	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

Source: Appendix D

Regional Construction Emissions. The SCAQMD recommends the evaluation of localized NO_x, CO, PM₁₀, and PM_{2.5} construction-related impacts to sensitive receptors in the immediate vicinity of the Project site. Such an evaluation is referred to as a localized significance threshold (LST) analysis. The impacts were analyzed pursuant to the SCAQMD's Final Localized Significance Threshold Methodology. SCAQMD has developed LSTs that represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards, and thus would not cause or contribute to localized air quality impacts.

A sensitive receptor is defined as an individual who is most susceptible to negative health effects when exposed to air pollutants including children, the elderly, and adults with chronic health issues. Such receptors include residences, schools, elderly care centers, and hospitals. The nearest sensitive receptor is the senior apartment community located 0.2 miles (1,054 feet) Feet to the east and described in Section 2.2, *Existing Project Site*. SCAQMD provides screening tables for Projects that disturb less than or equal to 5 acres in size in a day. These tables were created to easily determine if the daily emissions of NO_x, CO, PM₁₀, and PM_{2.5} from a Project could result in a significant impact to the local air quality. As shown in Table 3, with implementation of SCAQMD Rules 403 and 1113, the maximum daily construction emissions from the proposed Project would not exceed the applicable SCAQMD LST thresholds. Therefore, the Project would result in a less-than-significant impact related to localized emissions from construction activities.

Table 3: Regional Construction Emission Estimates

Construction Activity	Maximum Daily Regional Emissions (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
2024				
Demolition	13.2	12.2	0.7	0.5
Site Prep	6.2	6.2	1.5	0.5
Building Construction	6.0	6.1	0.3	0.2
Paving	4.2	5.3	0.2	0.2
Maximum Daily Emission	13.2	12.2	1.5	0.5
Threshold	83.0	673.0	5.0	4.0

Source: Appendix D

Operational Emissions: Due to the nature of the Project, an operational analysis was not warranted. The proposed Project is a digital display billboard that would not generate air quality emissions. As such, the Project would result in no impact related to operational air quality emissions.

WATER QUALITY

The Project site is within the Los Angeles River watershed and under the jurisdiction of the Los Angeles Regional Water Quality Control Board (RWQCB), which sets water quality standards for all ground and surface waters within its region. Water quality standards are defined under the Clean Water Act (CWA) to include both the beneficial uses of specific water bodies and the levels of water quality that must be met and maintained to protect those uses (water quality objectives). Water quality standards for all ground and surface waters overseen by the Los Angeles RWQCB are documented in its Basin Plan, and the regulatory program of the Los Angeles RWQCB is designed to minimize and control discharges to surface and groundwater, largely through permitting, such that water quality standards are effectively attained.

Construction. Construction of the proposed Project would require grading and excavation of soils, which would loosen sediment, and then have the potential to mix with surface water runoff and degrade water quality. Additionally, construction would use heavy equipment and construction-related chemicals, such as concrete, cement, asphalt, solvents and paints. These potentially harmful materials could be accidentally spilled or improperly disposed of during construction and, if mixed with surface water runoff could wash into and pollute waters.

Construction of the Project would disturb less than one acre of soil; therefore, the proposed Project would not be required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity. The proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). Adherence to the existing requirements and

implementation of the appropriate best management practices (BMPs) as ensured through the City's construction permitting process would ensure that the Project would not violate any water quality standards or waste discharge requirements, potential water quality degradation associated with construction activities would be minimized, and impacts would be less than significant.

Operations. The proposed Project is not expected to result in non-point source pollutants. As mentioned above, the proposed Project would be required during the City's permitting process to provide plans that demonstrate compliance with the NPDES and Urban Stormwater Mitigation Plan (USWMP). With implementation of existing regulations including the City Municipal Code, and subsequent verification during the plan check and permitting process, the Project would not violate any water quality standards or waste discharge requirements, nor would it otherwise substantially degrade surface or ground water quality.

The Project site is located within Zone X of FEMA's National Flood Hazard. Zone X areas have "0.2 percent annual chance flood hazard, areas of 1 percent annual change flood with depth less than one foot or with drainage areas of less than one square mile; and areas protected by levees from 1 percent annual chance flood", per FEMA FIRM Map 06037C0700F (FEMA, 2008). Furthermore, as discussed previously, the Project site is in an urban developed commercial site. As such, the proposed digital display billboard would not place housing or new structures within a 100-year flood hazard area.

Overall, the proposed Project would not result in any significant effects relating to water quality; therefore, the proposed Project meets the water quality related criteria of CEQA Guidelines Section 15332(d).

In addition to traffic, air quality, noise and water quality, this Exemption Justification looks at whether the digital display billboard would result in any significant aesthetic impacts.

AESTHETICS

Existing nighttime light sources in the vicinity include streetlights, parking lot lights, headlights from passing vehicles, highway lighting, and lighting on buildings and structures. Visual simulations of the proposed Project have been prepared as part of the permitting process in order to obtain an Off-Premises Digital Display Sign Permit from the City of Montebello. The visual simulations are included as Figure 7, *Visual Simulations*. As shown in the visual simulations, the digital display billboard is compatible with the current land uses and would be visible from both eastbound and westbound SR-60.

The closest residences to the Project site is a multi-family apartment complex located approximately 0.08 mile (445 feet) north of the Project site, as shown in Figure 3. This residential area is separated from the Project site by Via Campo and SR-60 and is lower in elevation than SR-60. The higher elevation of SR-60, the 12-foot freeway screening wall, and the lower elevation of the residential area serve to obscure the majority of the billboard. Limited views of the top of the billboard from the residential area are expected, if any.

A 3-story high senior apartment community is located approximately 0.2 mile (1,054 feet) east, as described in Section 2.2, *Existing Project Site*. The building's configuration is triangular with a courtyard in the center. Due to this configuration only the west side of the building faces the digital display, but the distance of 0.2 miles (1,054 feet), the height of the digital displays at 75', and the intervening landscape of trees and other vegetation on the property, utility lines, city trees adjacent to Via Campo, retail and commercial buildings and on-premise signage would limit any view of the digital display from the west side of the building. The north and east side of the building would have no impact from the digital display. There is potential of views to the Billboard from the senior apartment community. However, due to the distance 0.2 mile (1,054 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings) the views would be limited.

Single-family homes are located to the southeast of the Project site, as described in section 2.2, *Existing Project Site*. This residential area is higher in elevation than Montebello Plaza. As such, limited views of the proposed billboard from these homes are expected. However, due the distance (0.30 mile or 1,500 feet) and intervening landscape (which includes tall trees, powerlines, commercial buildings, signage for the plaza, and three-story buildings) the views would be interrupted and intermittent.

A Letter of Certification was prepared by Media Resources on January 23, 2024, and is included as Appendix B. The letter certifies that the proposed Project would comply with the City of Montebello Code of Ordinances section 17.62.105, as shown in Table 1. As required by the City of Montebello Code of Ordinances, the proposed billboard would include an operating mechanism that turns off the display or turns it all black in the event of a malfunction. In addition, the proposed digital display billboard would be equipped with modern brightness controls, capable of sensing ambient light in order to set the display to a brightness level that will not exceed 0.3-foot candles above ambient light conditions, which is the International Sign Association's maximum nighttime brightness level recommendation for digital display billboards (Media Resources, 2024).

A project-specific light study was prepared as part of the Letter of Certification and to confirm that the maximum intensity of light output produced by billboards authorized pursuant to the City of Montebello Code of Regulations would not exceed 0.3 foot-candles at 250 feet. Light output from the proposed Project would not exceed 0.3 foot-candles at 250 feet, as illustrated in Figure 8, *Light Study*. Furthermore, digital displays would be oriented to be visible to SR-60 east and west at the structure height from 61'-75' (14' height of digital unit) of the total height of structure. As such, while there would be limited views of the digital display billboard structure as described above, the digital displays (LED lights) would not be visible from the north or south of the Project location. Therefore, the light output would not have impact to the nearest residences (which are located across SR-60, approximately 445 feet north of the Project site).

The proposed Project would require Caltrans approval and a City of Montebello Off-Premises Digital Display Sign Permit as stated in Section 3, *Project Description*. The proposed digital display billboard would have lighting in conformance with Caltrans Outdoor Advertising Division, Outdoor Advertising Association of America (OAAA) and Montebello Municipal Code standards that minimize light and glare impacts, which would be verified during the approval and permitting process. Therefore, with implementation of existing code and regulations, the proposed Project would not create a new source of substantial light and or glare; therefore, the Project would have less than significant impacts related to light and glare.

The proposed Project is consistent with the zoning classification of General Commercial (C-2). As previously discussed, the Proposed Project would not conflict with Caltrans outdoor advertising requirements, City Municipal Code, or other regulations. Therefore, the Project would have less than significant impact to scenic resources.

e) Criterion Section 15332(e): Utilities: The site can be adequately served by all required utilities and public services.

The utilities necessary to construct and operate the proposed Project (electric) would be adequately provided by existing utility service systems. The Project site is located in an urbanized and developed area. The proposed Project would connect to existing underground utility service lines surrounding the Project site. Given the Project size and its location within an area that is currently served by utilities, the site can be adequately served by all required utilities and public services. Therefore, the proposed Project meets the criteria of CEQA Guidelines Section 15332(e).

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2601 Via Campo - Digital Billboard
City of Montebello

Figure 8

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4.2. EXEMPTIONS FOR EXEMPTIONS

In addition to investigating the applicability of CEQA Guidelines Section 15332 (Class 32), this CEQA document also assesses whether any of the exceptions to qualifying for the Class 32 categorical exemption for an infill project are present. The following analysis compares the criteria of CEQA Guidelines Section 15300.2 (Exceptions) to the Project.

- a) Criterion 15300.2(a): Location: Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.**

The Project does not qualify for an exemption under Classes 3, 4, 5, 6 or 11. The Project is located within an urban developed area and is not located within a sensitive environment. In addition, the Project would not result in any impacts on an environmental resource of hazardous or critical concern. Therefore, the exception under criterion 15300.2(a) is not applicable.

- b) Criterion 15300.2(b): Cumulative Impact: All exemptions for these classes are inapplicable when the cumulative impact of successive projects with similar uses over a similar geological area over time is significant.**

The proposed Project would construct a digital display billboard on a small (240 SF), landscaped site that is surrounded by commercial uses and is already served by utilities. Any construction effects would be temporary, confined to the Project vicinity, and reduced to a less-than-significant level by implementation of existing applicable regulatory requirements. No successive projects of the same or similar use within the vicinity of the Project are known or expected to occur over time that would result in cumulatively considerable impacts. Furthermore, as discussed throughout this justification document, the proposed Project would not result in significant environmental impacts that would be capable of combining with impacts from other cumulative projects to result in a cumulative impact. Therefore, the exception under CEQA Guidelines Section 15300.2 (b) does not apply to the Project.

- c) Criterion 15300.2(c): Significant Effects: A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.**

There are no known unusual circumstances that are applicable to the Project, and which may result in a significant effect on the environment. The proposed Project consists of the construction of a double-faced digital display billboard with face sign dimensions of 14 feet by 48 feet and an overall height of 75 feet. The Project site would be consistent with the City's General Plan and the Municipal Code. The Project would not introduce a new activity to the area that could result in a significant effect on the environment. Therefore, the exception under CEQA Guidelines Section 15300.2(c) does not apply to the Project.

- d) Criterion 15300.2(d): Scenic Highways: A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.**

The Project site is not located within a State scenic highway corridor. The nearest Officially Designated State Scenic Highway to the proposed Project property is State Route 2 (SR-2) located about 30 miles to the north

and is not visible from the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(d) does not apply to the Project.

- e) Criterion 15300.2(e): Hazardous Waste Sites: Hazardous Waste Sites: A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.**

The Project site is not included on a list compiled pursuant to Section 65962.5 of the Government Code. The Department of Toxic Substances Control (DTSC) EnviroStor is an online data management system for tracking cleanup, permitting, enforcement, and investigation efforts at hazardous waste facilities and sites with known or suspected contamination issues (DTSC, 2024). The nearest site listed on EnviroStor is located approximately 0.35 miles west of the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(e) does not apply to the Project.

- f) Criterion 15300.2(f): Historical Resources: A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.**

The Project site is a landscaped area measuring approximately 240 (SF) at the northwest corner of the optometrist office and located within the Montebello Plaza. The Project site is surrounded by commercial buildings and associated parking lots. There are no documented historic resources on or within the immediate vicinity of the Project site. Therefore, the exception under CEQA Guidelines Section 15300.2(e) does not apply to the Project.

Conclusion

On the basis of the evidence provided above, the Project is eligible for a Class 32 Categorical Exemption in accordance with Section 15332, *Infill Development Projects*, of the CEQA Guidelines. Because the proposed Project meets the criteria for categorically exempt infill development projects listed in CEQA Guidelines Section 15332 and it would not have a significant effect on the environment, this analysis finds that a Notice of Exemption may be prepared for the Project.

5. REFERENCES

CalPacific Sciences. (2024). *Tree Survey and Arborist Report*. Attachment C.

Caltrans. (2022). *Caltrans Response Letter for Outdoor Advertising Preliminary Application Number P07-3577*. Attachment A.

Caltrans (n.d.) *Caltrans Outdoor Advertising Map Viewer*. https://tableau-public.dot.ca.gov/t/TrafficOperations/views/ODAPermits-PublicFacing/Dashboard1?showAppBanner=false&:display_count=n&:showVizHome=n&:origin=viz_share_link&:isGuestRedirectFromVizportal=y&:embed=y

City of Montebello. (1973). *Land Use Element*. Retrieved February 8, 2024. https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_58672/File/Land%20Use%20Element.pdf

City of Montebello. (2016). *Zoning Map*. Retrieved February 7, 2024. https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_58672/File/Departments/Planning%20&%20Comm.%20Dev/Planning%20Division/Zoning%20Map/FinalOfficialZoningMapOct2016.36x48.pdf

City of Montebello. (2023). *Code of Ordinances*. Retrieved February 8, 2024. https://library.municode.com/ca/montebello/codes/code_of_ordinances

DTSC. (2024). *EnviroStor*. Retrieved February 7, 2024. <https://www.envirostor.dtsc.ca.gov/public/>

EPD Solutions. (2024). *Construction Air Quality Emission Summary for the 2601 Via Campo Digital Billboard Project*. Attachment D.

Media Sources. (2024). *Letter of Certification for Premier Media*. Attachment B.

FEMA. (2008). *FEMA's National Flood Hazard Layer Viewer*. Retrieved February 15, 2024.

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[fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd](https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd)

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Notice of CEQA Exemption

To:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Development Agreement to allow for the construction of a double-faced digital billboard sign at 2601 Via Campo

Project Location: 2601 Via Campo, Montebello, CA 90640

Case Number(s): DA 01-24 & ENV No. 06-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Development Agreement (“DA”) Case No. DA 01-24 to allow the construction of a double-faced digital display sign located at 2601 Via Campo (“Project Site”).

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: Premier Media Southwest LLC on behalf of ML House, LLC (Brixmor Montebello Plaza) (“Property Owner”)

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: Class 32- CEQA Guidelines Section 15332 (In-Fill Development)
☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15332 - Class 32 (In-Fill Development), as none of the limitations set forth in CEQA Guidelines 15300.2 apply. To qualify under an exemption pursuant to Class 32 of Section § 15332 (In Fill Development Projects), the following environmental findings must also be made. The project is consistent with the General Plan as well as applicable zoning designation and regulations being for Off-premises digital display signs with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: ☒ _____ **Date:** _____ **Title:** _____

Signed by Lead Agency

☐ Signed by Applicant