



City of Santa Fe Springs

Planning Commission Meeting

AGENDA

ADJOURNED MEETING PLANNING COMMISSION CITY HALL COUNCIL CHAMBERS

February 12, 2013
4:30 P.M.

Frank Ybarra, Chairperson
Susie Johnston, Vice Chairperson
Michael Madrigal, Commissioner
James Velasco, Commissioner
Manuel Zevallos, Commissioner

Public Comment: The public is encouraged to address the Commission on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the Commission, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the Secretary or a member of staff. The Commission will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The Commission will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda or unless certain emergency or special circumstances exist. The Commission may direct staff to investigate and/or schedule certain matters for consideration at a future Commission meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports are available for inspection in the Planning & Development Department, City Hall, 11710 E. Telegraph Road, during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Friday (closed every other Friday) Telephone (562) 868-0511.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
Commissioners Johnston, Madrigal, Velasco, Ybarra, and Zevallos
4. **ORAL COMMUNICATIONS**
This is the time for public comment on any matter that is not on today's agenda. Anyone wishing to speak on an agenda item is asked to please comment at the time the item is considered by the Planning Commission.
5. **MINUTES**
Approval of the minutes of the January 14, 2013 Regular Planning Commission Meeting.
6. **PUBLIC HEARING**
Conditional Use Permit Case Nos. 739 and 740 and Environmental Document (Mitigated Negative Declaration/Initial Study)
A request to construct, operate and maintain a Digital Billboard and Static Billboard, each 50-foot tall, with display areas of 14'x48', on the 20.049-acre property at 13833 Freeway Drive (APN: 8069-014-007) and 15300 Marquardt Avenue (APN 8011-006-010), with dual zoning: M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone and M-2, Heavy Manufacturing. (Platinum Billboard, LLC)
7. **PUBLIC HEARING**
Resolution No. 35-2013 - Recommending that the City Council adopt Ordinance No. 1040, approving a Development Agreement by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a California Limited Liability Company.
8. **CONSENT AGENDA**
Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Planning Commission.
 - A. **CONSENT AGENDA**
Conditional Use Permit Case No. 58-5 and Modification Permit Case No. 648-2
Request for approval of revised development plans to include two new weather-protected storage areas and a modification of property development standards to not provide all of the required off-street parking associated with the proposed project located at 9913 Sorensen Avenue (APN 8168-009-028), in the M-2 (Heavy Manufacturing) Zone, and within the Consolidated Redevelopment Project Area. (Valvoline, Inc.)

8. **ANNOUNCEMENTS**

- ♦ Commissioners
- ♦ Staff

9. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda has been posted at the following locations; 1) City Hall, 11710 Telegraph Road; 2) City Library, 11700 Telegraph Road; and 3) Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Teresa Cavallo

Commission Secretary

January 28, 2013

Date

**MINUTES
REGULAR MEETING
SANTA FE SPRINGS PLANNING COMMISSION
January 14, 2013**

1. CALL TO ORDER

Chairperson Ybarra called the Regular Meeting of the Planning Commission to order at 4:30 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Ybarra asked Vice Chairperson Susie Johnston to lead the Pledge of Allegiance.

3. ROLL CALL was taken, with the following results:

Present: Chairperson Ybarra
Vice Chairperson Johnston
Commissioner Madrigal
Commissioner Velasco
Commissioner Zevallos

Staff: Wayne Morrell, Director of Planning
Teresa Cavallo, Planning Secretary
Steve Skolnik, City Attorney
Cuong Nguyen, Associate Planner
Luis Collazo, Code Enforcement Officer

4. ORAL COMMUNICATIONS

There being no one else wishing to speak, Oral Communications were closed.

5. APPROVAL OF MINUTES

The minutes of the December 10, 2012 meeting were unanimously approved and filed as submitted.

6. NEW BUSINESS

Modification Permit Case No. 1234

Request for a Modification of Property Development Standards to allow the construction of a new 205 sq. ft. attached covered patio structure to encroach 10'-0" into the required 15'-0" rear-yard setback area and to allow an existing garage to remain setback 3'-0" from the side property line on a property located at 10612 Longworth Avenue, within the R-1, Single-Family Residential, Zone. (Jacqueline Peraza and Arthur Flores)

Cuong Nguyen, Associate Planner, presented Item No. 6. Present in the audience was Arthur Flores.

Commissioner Madrigal inquired about the responsibility of verifying the information on real estate property listings, etc. Staff indicated that the homeowner and/or the real

estate agent for the buyer(s) should verify the property listing information; however, it is not done a majority of the time, until it is too late.

Having no further questions, Commissioner Madrigal made a motion to approve Item No. 6. Vice Chairperson Johnston seconded the motion, which passed unanimously.

7. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and roll call vote. Any item may be removed from the Consent Agenda and considered separately by the Planning Commission.

A. Conditional Use Permit Case No. 400-6

Compliance review to allow the continued operation and maintenance of an automobile dismantling and salvage yard on the 0.67-acre property at 12643 Imperial Highway, in the M-2, Heavy Manufacturing, Zone. (George Gonzalez for Santa Fe Auto Salvage, Inc.)

Having no questions, Commissioner Madrigal made a motion to approve Item No. 7A. Commissioner Velasco seconded the motion, which passed unanimously.

8. ANNOUNCEMENTS

Commissioners:

Commissioner Zevallos inquired about water runoff and the street repairs that were completed along Parkmead and Jersey. Staff notified Commissioner Zevallos that they would forward his inquiries to Public Works and that the water runoff issue was going to be placed on the ballot for residential approval.

Staff:

Teresa Cavallo notified everyone that the next Planning Commission fell on a holiday and that the Planning Commission for February would need to be scheduled for Tuesday, February 12, 2013 at 4:30 p.m.

9. ADJOURNMENT

Chairperson Ybarra adjourned the Planning Commission meeting at 4:53 p.m.

Chairperson Ybarra

ATTEST:

Teresa Cavallo, Planning Secretary



PUBLIC HEARING

Conditional Use Permit Case Nos. 739 and 740 and Environmental Document (Mitigated Negative Declaration/Initial Study)

A request to construct, operate and maintain a Digital Billboard and Static Billboard, each 50-foot tall, with display areas of 14'x48', on the 20.049-acre property at 13833 Freeway Drive (APN: 8069-014-007) and 15300 Marquardt Avenue (APN 8011-006-010), with dual zoning: M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone and M-2, Heavy Manufacturing. (Platinum Billboard, LLC)

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Conditional Use Permit Case Nos. 739 and 740, and thereafter close the Public Hearing.
2. Find and determine that Conditional Use Permit Case Nos. 739 and 740, will not be detrimental to persons or properties in the surrounding area or to the City in general and that due consideration has been given to the appearance of any proposed structures.
3. Find and determine that on October 22, 2012, the Planning Commission of the City, at a duly noticed hearing, approved Development Plan Approval Case No. 878 for the development of the subject property, in compliance with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"), on the basis that a Mitigated Negative Declaration and Initial Study, which was also approved at the October 22, 2012 meeting, concluded that although the proposed project could have a significant effect on the environment, there will not be a significant effect with the incorporation of mitigation measures pertaining to air quality, hazardous materials, and water quality. Such CEQA determination considered the impacts of the two billboards which are the subject of this entitlement; consequently, no additional environmental documents and/or studies are required.
4. Approve Conditional Use Permit Case Nos. 739 and 740, subject to the conditions of approval as contained within this staff report

BACKGROUND/DESCRIPTION OF REQUEST

On October 22, 2012, the Planning Commission approved Development Plan Approval (DPA) Case No. 878 and Tentative Parcel Map (TPM) No. 71982. The DPA allowed the construction of a $\pm 449,238$ sq ft concrete tilt-up (spec) building and appurtenant improvements, while the TPM allowed the consolidation of the existing two lots, with a combined area of 20.049 acres, into one parcel of 18.732 acres, on the subject property. The Planning Commission also approved the environmental document (Initial Study/Mitigated Negative Declaration) that was prepared to analyze the potential environmental impacts associated with the development of the site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (CEQA). Such CEQA document also considered the environmental impacts of the two billboards, which are the subject of the Conditional Use Permits.

During the October 22, 2012 meeting, the Planning Commission also recommended that the City Council adopt Ordinance No. 1036, relating to the standards for the installation of billboards on certain properties in the City (properties adjacent to Interstate 5 (I-5), between Valley View Avenue to the East and Bloomfield Avenue to the west, approximately $\pm 13,000$ lineal feet). The Commission's findings and recommendations were incorporated in Resolution 33-2012.

At a duly noticed hearing, before the City Council, on November 8, 2012, Ordinance No. 1036 was introduced. The second reading of Ordinance 1036 occurred on November 20, 2012. It became effective thirty (30) days after its second reading. *Pursuant to section 155.384(A), of Ordinance 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved.* As a result, the applicant is requesting conditional use permit approval for the proposed billboards. The Applicant is also seeking approval of a Development Agreement (Development Agreement No. 01-2013).

Development Proposal:

Sheet A1.1 (Overall Site Plan): Two billboard signs, identified within the Site Plan Keynotes by the number 24, and described as Billboard sign (48' wide x 14' tall sign board with pole), total height 50' are proposed along the Freeway Drive street frontage.

Enlarged Site Plan (Billboard East @ Freeway Drive): The proposed static billboard sign is located within a landscape area between the easterly driveway and easterly property line. The column of the billboard is setback 25' from the easterly property line and 49'-10" from the southerly property line. The north edge of the display area of the billboard is 8'-5" from the easterly property line while the south end is 31'-10" from the easterly property line and 23'-5" from the southerly property line. No portion of the billboard extends over any property lines.

Enlarged Site Plan (Billboard West @ Marquardt and Freeway Drive): The proposed digital billboard sign is located within an impervious area at the northeast corner of Marquardt Avenue and Freeway Drive. The column of the billboard is setback 33'-6" from the southerly property line and 25'-0" from the westerly property line. The column is also located more than 25' from the building. No portion of the billboard extends over any property lines.

Elevations (SK-1 digital billboard): The architectural elevations submitted for the proposed digital billboard shows a structure that is contemporary in design. The proposed billboard is 50' tall (including the column and display) with two display areas, each measuring 14'x48'. There are no appendages to the structure.

Elevations (SK-2 static billboard): The architectural elevations submitted for the proposed static billboard depict a structure that is contemporary in design. The proposed billboard is 50' tall (including the column and display) with two display areas, each measuring 14'x48'. Unlike the digital billboard, the static billboard includes exterior lighting, an apron and a platform.

Conditional Use Permit – Required Findings

Pursuant to Section 155.384 of Ordinance No. 1036, in addition to the required findings for a Conditional Use Permit (Section 155.716), the Planning Commission or City Council, as applicable, shall not approve a Conditional Use Permit for any billboard project unless it can make a finding that the billboard will not constitute a hazard to the safe and efficient operation of vehicles upon a street or freeway.

Section 155.716 Commission's Consideration

Before granting a conditional use permit, the Commission shall satisfy itself that the proposed use will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general. The Commission shall give due consideration to the appearance of any proposed structure and may require revised architectural treatment if deemed necessary to preserve the general appearance and welfare of the community.

The proposed billboards will not be detrimental to persons or property in the immediate vicinity and will not adversely affect the city in general.

Finding No. 1:

None of the billboards will display any statement or words of an obscene, indecent, or immoral character.

Finding No. 2:

None of the billboards will display any advertising of: Any drugs, including but not limited to marijuana; or tobacco products; or adult-type uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes.

Finding No. 3:

None of the billboards will display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals.

Finding No. 4:

None of the billboards will include any illumination or message change that is in motion or that change or expose a message for less than four seconds. Additionally, continuous motion, including full motion video, is not permitted.

Finding No. 5:

All utilities for the billboards will be underground.

Finding No. 6:

The digital billboard will be tied into the National Emergency Network and will provide emergency information, including child abduction alerts (i.e., "Amber Alerts").

Finding No. 7:

Both billboards will comply with all applicable federal, state, and local laws and regulations, including but not limited to the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. & Prof. Code, 5200 et. seq.), and the California Vehicle Code.

Finding No. 8:

The digital billboard will be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions, so that on overcast or poor weather days, the sign would automatically adjust to the ambient light level.

Finding No. 9:

The digital billboard will be designed to either: freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction.

Finding No. 10:

None of the billboards will utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.

Finding No. 11:

None of the billboards will emit audible sound, odor, or particulate matter.

Finding No. 12:

None of the billboards will simulate or imitate any directional, warning, danger, or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."

Finding No. 13:

None of the billboards shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.

Finding No. 14:

None of the billboards will be located on or will encroach over the public right-of-way.

Finding No. 15:

The distance between the billboards, as measured from the vertical centerline of each billboard, is more than five hundred feet.

Finding No. 16:

Each column support of the billboards will be setback at least 25 feet from any property line and at least 25 feet from the building. Notwithstanding, no portion of a billboard will project over the width of any street, highway, or other public right-of-way.

Finding No. 17:

Regarding the aesthetics, the columns will be painted to match surrounding background colors; no scaffolding will be placed along the base (workers will access the signs via bucket lifts); and screening materials will obscure visibility of the rear structural supports and will be painted to match the skyline colors.

SUMMARY OF FINDINGS:

Staff finds that the proposed project will not be detrimental to persons or properties in the immediate vicinity and will not adversely affect the city in general, and that care and consideration have been given to the appearance of the billboard structures. Staff is therefore recommending approval of CUP Case Nos. 739 and 740 subject to the conditions of approval as contained within this staff report.

STREETS AND HIGHWAYS

The subject property has frontage on Freeway Drive, Marquardt Avenue and Mica Street. All are local streets.

ZONING, GENERAL PLAN AND LAND USE

Zoning on the subject property is M-2-FOZ, Heavy Manufacturing-Freeway Overlay Zone, and M-2 Heavy Manufacturing with a General Plan Land Use designation of Industrial. The Zoning, General Plan and Land Use of the surrounding properties are as follows:

Surrounding Zoning, General Plan Designation, Zoning District			
Direction	Zoning District	General Plan	Land Use
North	M-2	Industrial	Provider of Interior wall panels
South	M-2-FOZ	N/A	Interstate 5 (I-5) Freeway
East	M-2-FOZ	Industrial	Swap Meet
West	M-2-FOZ	Industrial	Unoccupied Building (former defense contractor)

PUBLIC HEARING NOTIFICATION

This matter was set for Public Hearing in accordance with the requirements of the Government Code Section 65905 and the requirements of Section 155.674 and Sections 155.860 through 155.866 of the City's Municipal Code. Legal Notice of the Public Hearing for Conditional Use Permit Case No. 739 and 740 were sent by first class mail on January 30, 2013, to all property owners whose names and addresses appeared on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the property. The legal notice was also posted in Santa Fe Springs City Hall, the City Library and Town Center January 30, 2013, as required by the State Zoning and Development Laws.

On February 4, 2013 at 8:00 a.m. Staff received an e-mail from Calista Baldwin. According to the e-mail, Mike Thompson RV received the notice for hearings regarding the billboard. They would like a copy of the map layout that showed where the billboards will go. Staff responded, via e-mail, with a site plan and aerial that showed the approximate locations of the billboards.

ENVIRONMENTAL DOCUMENT- MITIGATED NEGATIVE DECLARATION/INITIAL STUDY PREPARED

On the basis of the previously-prepared Initial Study/Mitigated Negative Declaration, City staff has concluded that although the proposed project could have a significant effect on the environment, there will not be a significant effect with the incorporation of mitigation measures pertaining to air quality, hazardous materials, and water quality. The City, therefore, prepared and adopted a Mitigated Negative Declaration (MND) for the proposed Project.

CONDITIONAL APPROVAL:

The Commission may grant a conditional use permit subject to such conditions as the Commission finds are warranted by the circumstances involved. This may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificates of occupancy; and shall restrict and limit the construction, location, use and maintenance of all land and structures within the development.

CONDITIONS OF APPROVAL:

ENGINEERING / PUBLIC WORKS DEPARTMENT:
(Contact: Robert Garcia 562-868-0511 x7545)

1. That a grading plan shall be submitted showing elevations and drainage pattern of the site. The improvements shall not impede, obstruct or pond water onsite. The grading plan shall be submitted for drainage approval to the City Engineer. The owner shall pay drainage review fees in conjunction with this submittal.

POLICE SERVICES DEPARTMENT:
(Contact: Dino Torres 562.409-1850 x3329 or Phillip De Rousse at x3319)

2. That the Applicant shall provide an emergency phone number and a contact person to the Department of Police Services and the Fire Department. The name, telephone number, fax number and e-mail address of that person shall

be provided to the Director of Police Services and the Fire Chief no later than 60 days from the date of approval by the Planning Commission. Emergency information shall allow emergency service to reach the owner/developer or their representative any time, 24 hours a day.

3. That the cylindrical support post of the billboards shall be treated with a graffiti-proof paint finish and the billboards shall be maintained in good repair, free from trash, debris, litter and graffiti and other forms of vandalism. Any damage from any cause shall be repaired within 72 hours of occurrence, weather permitting, to minimize occurrences of dangerous conditions or visual blight. Paint utilized in covering graffiti shall be a color that matches, as closely possible, the color of the existing and/or adjacent surfaces.
4. That the Applicant shall not plant trees, shrubs or other type of foliage, or install any structures or appendages that would allow individuals to scale the billboards.

WASTE MANAGEMENT:

(Contact: Teresa Cavallo 562.868.0511 x7309)

5. That the Applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
6. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

PLANNING AND DEVELOPMENT DEPARTMENT:

(Contact: Wayne Morrell 562.868-0511 x7362)

7. That the billboards shall be in conformance with Ordinance No. 1036, an ordinance of the City of Santa Fe Springs relating to the standards for the installation of billboards on certain properties in the City. *Notwithstanding anything else contained herein, in the event that any condition set forth below is in conflict with Ordinance No. 1036 (the recently adopted Billboard Ordinance of the City of Santa Fe Springs), then the provisions of Ordinance No. 1036 shall prevail.*
8. That in addition to the conditions of approval contained herein, the billboards shall be subject to all conditions, terms and provisions of Development Agreement 01-2013.

9. That the maximum area of the billboards shall be seven hundred square feet per sign area (e.g., 14 feet x 48 feet).
10. That the maximum height of the billboards shall be fifty feet, measured from the finished grade at the base of the sign.
11. That there shall be no more than two billboards, either digital or static, but not both of the same type, on the subject property.
12. That the minimum distance between the two billboards shall be five hundred feet as measured from the vertical centerline of each billboard.
13. That the minimum distance from either of the two billboards from another billboard on the same side of the freeway shall be one thousand feet, as measured from the vertical centerline of each billboard.
14. That the minimum setback distance of the column support post of the two billboards shall be at least 25 feet from any property line and at least 25 feet from any building. Notwithstanding, no portion of the billboards shall project over the width of any street, highway, or other public right-of-way.
15. That the minimum size of any property on which a billboard can be located shall be five acres, unless a variance is granted to allow a billboard on a smaller property.
16. That none of the billboards shall have more than two (2) faces. (A face shall be considered the display surface upon which an advertising message is displayed). (No V-shape billboards shall be allowed).
 - a. The two faces of two-sided billboards shall be identical in size.
 - b. The two sign faces shall be attached directly and be parallel to each other.
 - c. The top, bottom, and sides of the two sign faces shall be in alignment, and no portion of either face shall project beyond the corresponding portion of the other face.
17. That none of the billboards shall have more than one (1) face (display surface) oriented in the same vertical plane.
18. That each billboard shall plainly display the name of the person or company owning or maintaining it and the identifying number of the billboard.

19. That all billboards, if projecting over a driveway or driving aisle, shall have a minimum clearance of sixteen feet (16') between the lowest point of the sign and the driveway grade.
20. That all billboards, if projecting over a pedestrian walkway shall have a minimum clearance of eight feet (8') between the lowest point of the sign and the walkway grade.
21. That all billboards shall have a minimum clearance of eight feet (8') between the lowest point of the sign and ground level so as not to provide an attractive nuisance for graffiti and vandalism.
22. That the back or rear portions of each billboard, when visible from a public right-of-way or other public or private property, shall be screened, encased, or otherwise suitably covered. The screening shall cover all structural members of the sign, not including the pole supports.
23. That prior to issuance of a building permit for the billboards, the Applicant shall provide the following:
 - a. The telephone number of a maintenance service to be available twenty-four (24) hours a day, to be contacted in the event that a billboard becomes dilapidated or damaged.
 - b. Proof of lease demonstrating a right to install the billboard on the subject property.
 - c. A list of locations of all billboards in the City owned or managed by the entity that will own or manage the subject billboard. This information also shall be provided on a map. The intent of this requirement is to facilitate analysis of the proposed billboard's compliance with the spacing and location requirements.
24. That the billboards shall be designed to have a single (steel) cylindrical column support post.
25. That the billboard structures shall be free of any bracing, angle iron, guy wires, cables, microwave dishes, etc.
26. That the installation of the billboards shall not require the removal of trees or other on-site landscaping or the reduction of any required on-site parking spaces.
27. That the proposed billboards shall be constructed within a landscape planter

- area, where applicable.
28. That each billboard shall be constructed to withstand a wind pressure of 20 pounds per square feet of exposed surface.
 29. That none of the billboards shall display any statement or words of an obscene, indecent, or immoral character.
 30. That none of the billboards shall display any advertising of: any drugs, including but not limited to marijuana; or tobacco products; or adult-type uses, including but not limited to nude or topless bars or nightclubs, or establishments that feature nude or topless dancing or mud wrestling, or businesses featuring the sales of adult novelty items, books, magazines, videos, DVDs, or tapes.
 31. That none of the billboards shall display flashing, shimmering, glittering, intermittent, or moving light or lights. Exceptions to this restriction include time, temperature, and smog index units, provided the frequency of change does not exceed four (4) second intervals.
 32. That none of the billboards shall include any illumination or message change that is in motion or that change or expose a message for less than four seconds. (Messages are to remain static for a minimum of 4 seconds prior to next message appearing (no blank in-between messages)); Continuous motion, including full motion video, shall not be permitted. Message transition shall be instantaneous or 1-2 seconds if fading.
 33. That the utilities of each billboard shall be underground.
 34. That each digital billboard shall be tied into the National Emergency Network and provide emergency information, including child abduction alerts (i.e., "Amber Alerts").
 35. That the billboards shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Highway Beautification Act of 1965 (23 U.S.C. 131), the California Outdoor Advertising Act (Cal. Bus. & Prof. Code, 5200 et. seq.), and the California Vehicle Code, Section 21466.5.
 36. That the digital billboard shall be provided with an ambient light sensor that automatically adjusts the brightness level of the electronic sign based on ambient light conditions, so that on overcast or poor weather days, the sign would automatically adjust to the ambient light level.

37. That the digital billboard shall be designed to either: freeze the display in one static position, display a full black screen, or turn off in the event of a malfunction.
38. That none of the billboards shall utilize technology that would allow interaction with drivers, vehicles, or any device located in vehicles, including, but not limited to a radio frequency identification device, geographic positions system, or other device.
39. That walls or screens at the base of the billboards shall not create a hazard to public safety or provide an attractive nuisance.
40. That none of the billboards shall emit audible sound, odor, or particulate matter.
41. That none of the billboards shall simulate or imitate any directional, warning, danger, or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
42. That none of the billboards shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.
43. That within one week after the sign is activated; a qualified lighting consultant/electrical engineer shall measure the sign intensity at the sign face and ensure compliance with Section 21466.5 of the Vehicle Code. Written verification of compliance shall be provided to the Planning Department within one week following sign activation. All cost shall be the responsibility of the Applicant.
44. That the Applicant shall comply with the City's "Heritage Artwork in Public Places Program" in conformance with City Ordinance No. 909, if applicable.
45. That the Applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***

46. That the Applicant shall require and verify that all contractors and sub-contractors have successfully obtained a Business License with the City of Santa Fe Springs prior to beginning any work associated with the subject project. A late fee and penalty will be assessed to any contractor or sub-contractor that fails to obtain a Business License and a Building Permit final or Certificate of Occupancy will not be issued until all fees and penalties are paid in full. Please contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527 for additional information. A business license application can also be downloaded at www.santafesprings.org.
47. That all plans, such as, but not limited to, the site plan, elevations, landscape, and civil drawings, submitted to the Building Department for permits shall be coordinated for consistency by the Applicant prior to the issuance of any permits. Any change or modification to one particular plan shall require the corresponding revisions on all other applicable plans. The Applicant shall be responsible for correcting any inconsistencies that may occur through error or omission during plan preparation or construction.
48. That the billboards shall be installed substantially in accordance with the site plan and elevations submitted by the Applicant and on file with the case.
49. That Conditional Use Permit Case Nos. 739 and 740 shall be subject to a compliance review in ten (10) years, until January 12, 2023.
50. That in the event Conditional Use Permit Case Nos. 739 and 740 are not utilized within a period of 12 consecutive months following the issuance of this approval, this approval shall become null and void pursuant to Sections 155.745 of the City Zoning Regulations, unless an extension is granted per City code and ordinances.
51. That the final site plan and elevations for the proposed billboards and all other appurtenant improvements, shall be subject to the final approval of the Director of Planning or his designee.
52. That all other requirements of the City's Zoning Ordinance, Building Code, Property Maintenance Ordinance, State and City Fire Code and all other applicable County, State and Federal regulations and codes shall be complied with.
53. That the Applicant, Freeway Springs, LLC agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of

its councils, commissions, committees or boards concerning Conditional Use Permit Case Nos. 739 and 740, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.

54. It is hereby declared to be the intent that if any material provision of this Approval is adjudicated to have been violated or held to be invalid, this Approval shall be void and the privileges granted hereunder shall lapse.



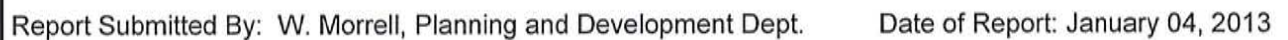
Wayne M. Morrell
Director of Planning

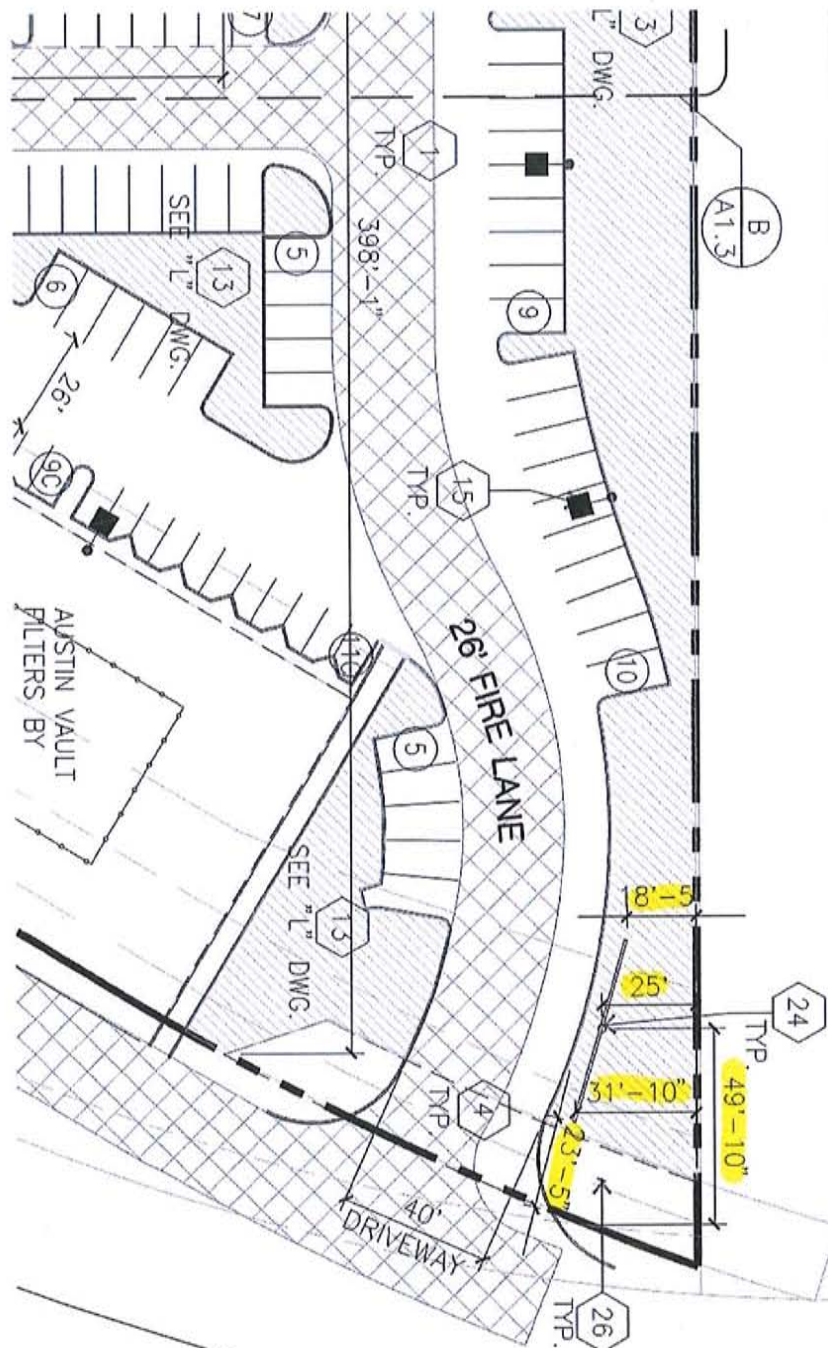
Attachments:

1. Location Aerial
2. Overall Site Plan-Sheet A1.1
3. Enlarged Site Plan (Billboard East @ Freeway Drive)
4. Enlarged Site Plan (Billboard West @ Freeway Drive and Marquardt Avenue)
5. Elevations-Sheet SK-1 Digital Billboard)
6. Elevations-Sheet SK-2 Static Billboard)
7. Application

Q:\Planning\1 Planning Commission Meetings\2013\PC MTG 2-12-2013\ CUP 739 & 740 Pc Report\2/6/2013 7:11:33 AM/
WMM

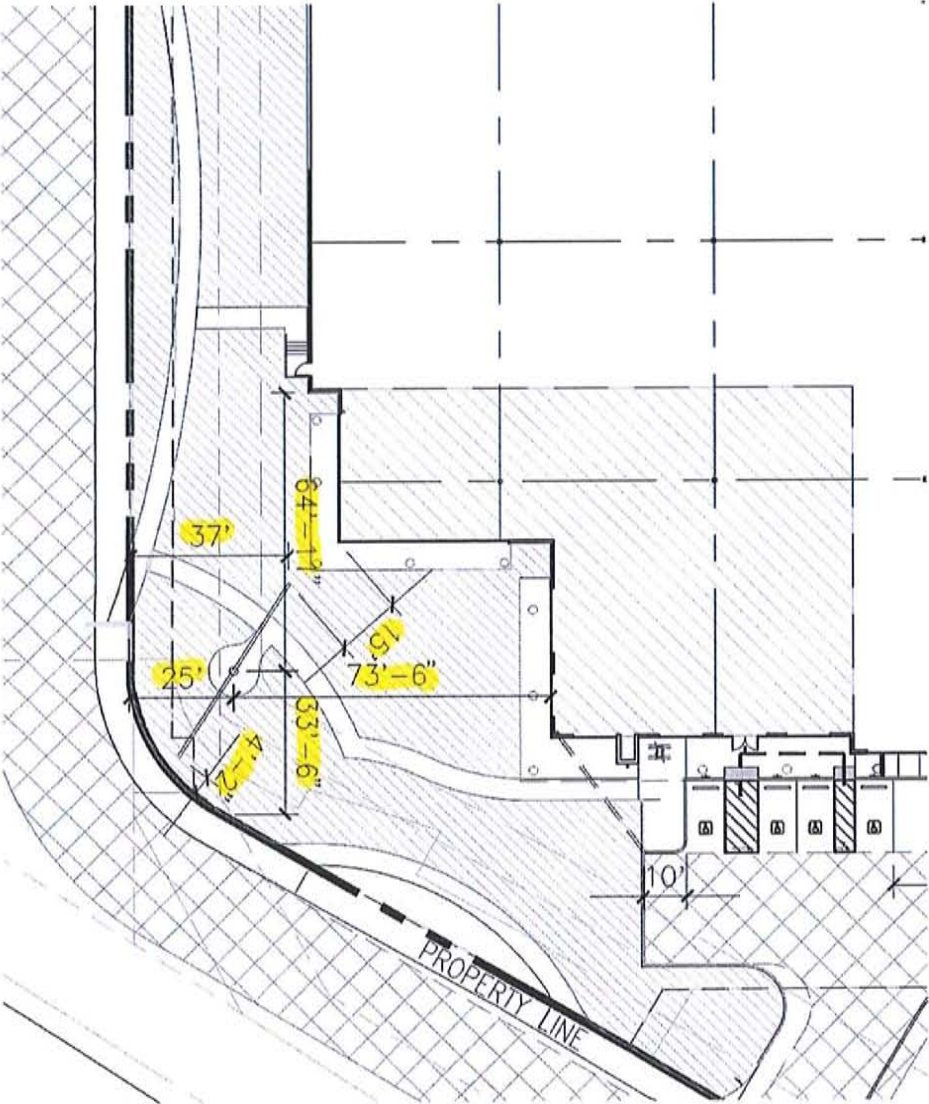


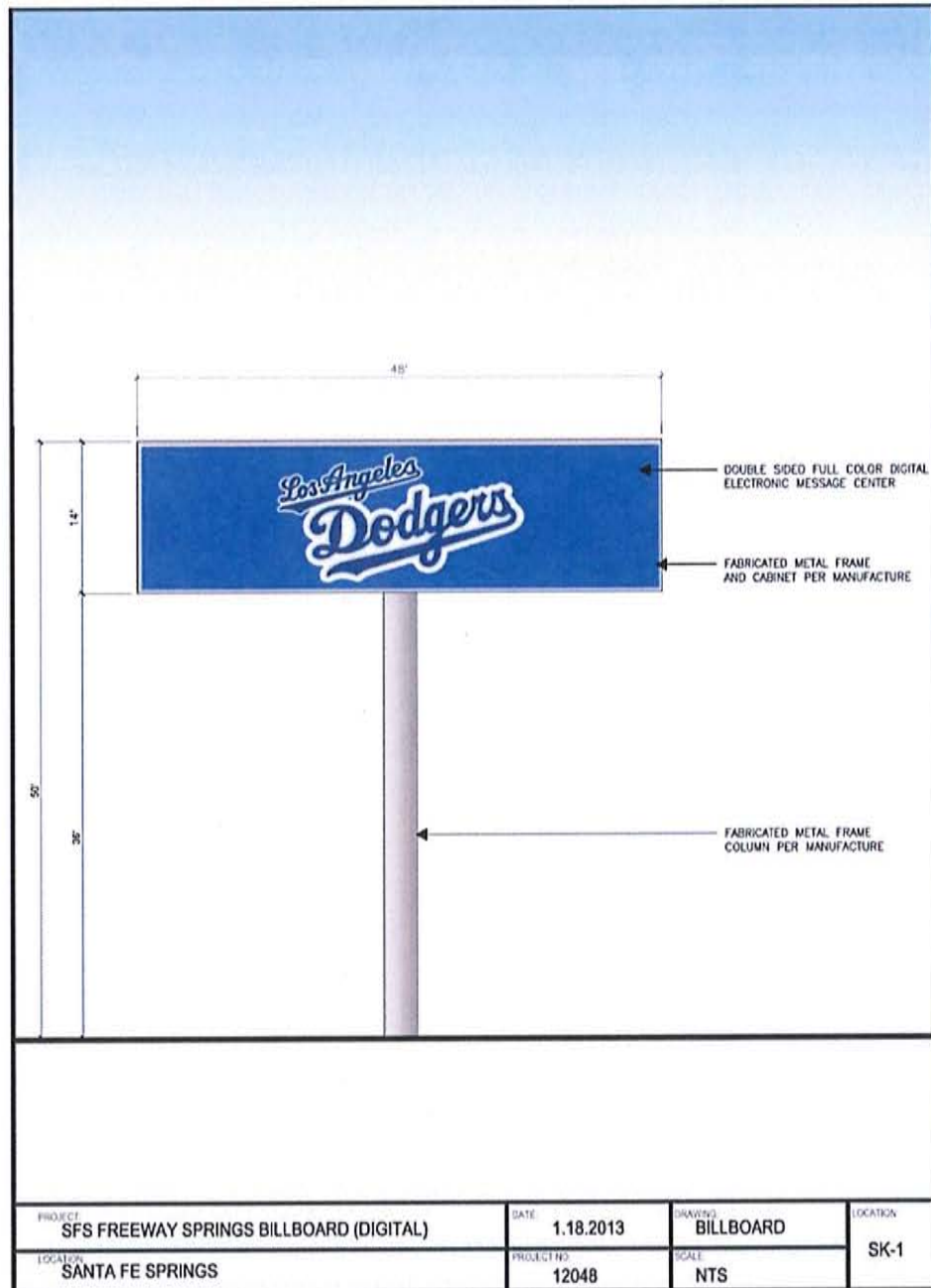


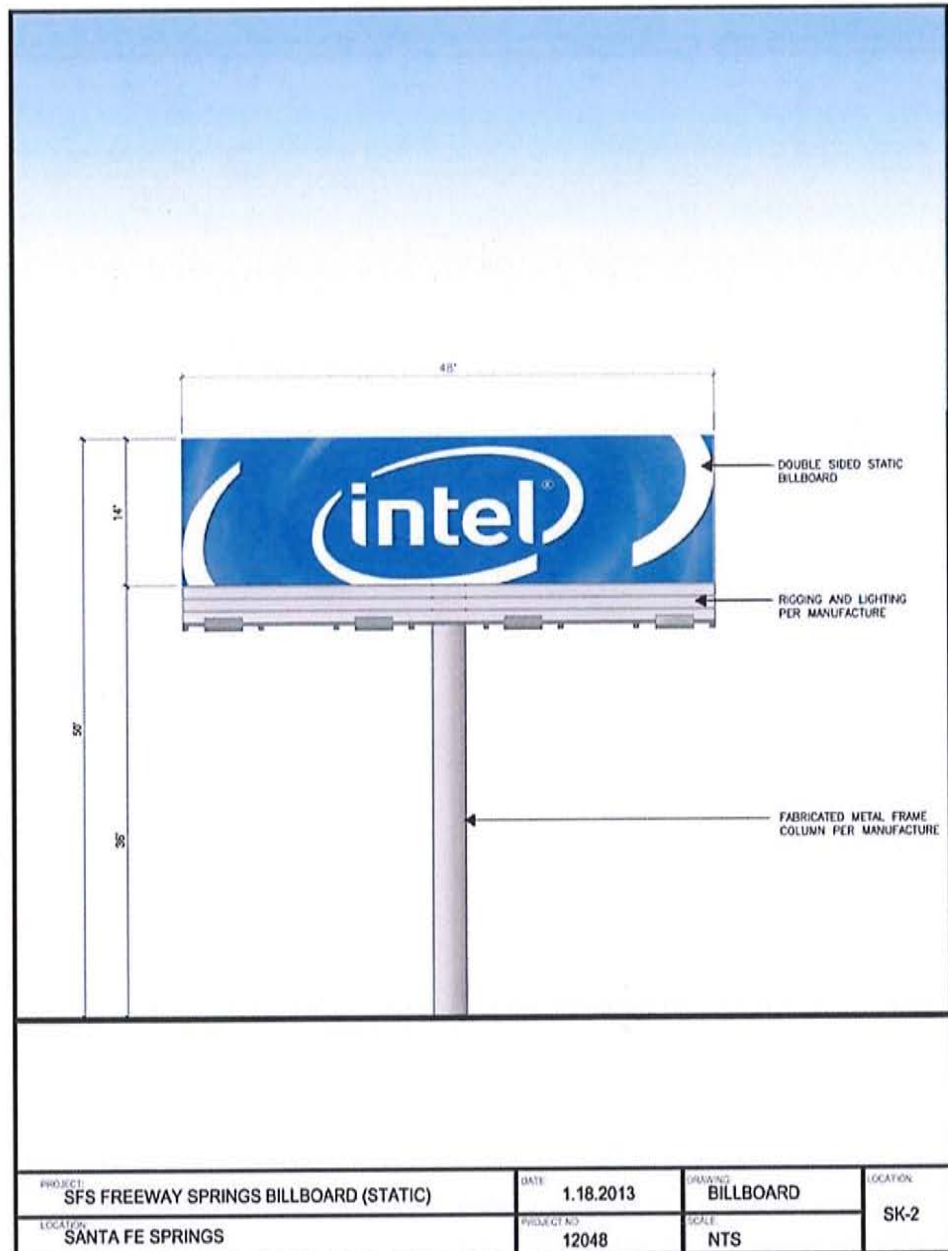


SFS Freeway Springs: Billboard @ Freeway Drive

SFS Freeway Springs: Billboard @
Marquart / Freeway Drive









City of Santa Fe Springs
Application for
CONDITIONAL USE PERMIT (CUP)

Application is hereby made by the undersigned for a Conditional Use Permit on the property located at (Provide street address or, if no address, give distance from nearest cross street): 13833 Freeway Drive, Santa Fe Springs, CA 90670

Give the correct legal description of the property involved (include **only** the portion to be utilized for the Conditional Use Permit. If description is lengthy, attach supplemental sheet if necessary) See attached.

Record Owner of the property: Freeway Springs, LLC

Name: Moshe Sassover

Phone No: 562-921-3581 ext. 371

Mailing Address: 13116 Imperial Hwy., Santa Fe Springs, CA 90670 Date of Purchase: _____

Fax No: 562-921-3562

E-mail: sassover@thriftyoil.com

Is this application being filed by the Record Owner? Yes

(If filed by anyone other than the Record Owner, written authorization signed by the Owner must be attached to the application.)

Representative authorized by the Record Owner to file this application:

Name: Platinum Billboard, LLC

Phone No: 562-921-3581 ext. 341

Mailing Address: 13116 Imperial Hwy., Santa Fe Springs, CA 90670

Fax No: 562-921-3562

E-mail: sassover@thriftyoil.com

Describe any easements, covenants or deed restrictions controlling the use of the property: None that impact this request for a Conditional Use Permit.

The Conditional Use Permit is requested for the following use (Describe in detail the nature of the proposed use, the building and other improvements proposed): _____

Request to install an electronic billboard which will be erected during construction of a new "state of the art" industrial building.

NOTE

This application must be accompanied by the filing fee, map and other data specified in the form entitled "Checklist for Conditional Use Permits."

CUP Application
Page 2 of 3

JUSTIFICATION STATEMENT

ANSWERS TO THE FOLLOWING QUESTIONS MUST BE CLEAR AND COMPLETE. THEY SHOULD JUSTIFY YOUR REQUEST FOR A CONDITIONAL USE PERMIT

1. Explain why the proposed use is essential or desirable in the location requested.
Placement of the billboards was based on the following criteria:
 1. Identify an optimal location within the property to maximize visibility along the I-5 Freeway.
 2. Utilize architectural elements of the billboards to enhance the site and building aesthetics.
 3. Incorporate industry standards to maximize interest from advertising and marketing agencies.
2. Explain why the proposed use will not be detrimental to persons and properties in the vicinity, nor to the welfare of the community in general.
 1. No residential properties are located near or adjacent to the property.
 2. Amber Alerts and other emergency warnings will appear when needed to improve public safety.
 3. Significant new landscaping (trees, shrubs) will be placed at the base to obscure street-level visibility of the post structure.
 4. The post structure will be painted to match surrounding background colors.
 5. No scaffolding will be placed along base of sign (workers will access the signs via bucket lifts).
 6. Screening materials will obscure visibility of the rear structural supports and will be painted to match the skyline colors.
3. What steps will be taken to ensure that there will be no harmful noise, dust, odors or other undesirable features that might affect adjoining properties?
 1. No residential properties are located near or adjacent to the property.
 2. LED lights would be angled downward and louvers placed above the LED panels will minimize light pollution.
 3. Brightness regulators will dim nighttime light emissions to levels lower than ambient light in the surrounding area.
 4. The billboards do not emit or create noise, dust or odors.
 5. Advertising content will exclude inappropriate content (i.e., no ads for tobacco, alcohol, gentlemen's clubs, etc.).
4. Explain why the proposed use will not in the future become a hindrance to quality development or redevelopment of adjoining properties.
 1. Installation will occur during construction of a new "state of the art" industrial facility to enhance the area's overall appeal.
 2. Amber Alerts and other emergency warnings will appear when needed to improve public safety.
 3. Incorporation of certain design elements will allow the billboards to become an architectural aspect on the property.
5. Explain what measures will be taken to ensure that the proposed use will not impose traffic burdens or cause traffic hazards on adjoining streets.
 1. Signs will be +/-50' AFS and base poles situated in landscaped areas to avoid line-sight obstructions for vehicular traffic.
 2. Pole bases will be located in areas that do not conflict with the public right-of-way or adjacent streets.
 3. All maintenance work will be conducted within private property and not interfere with traffic circulation.
 4. State regulations prohibit signs from resembling or creating confusion with traffic control devices.
6. If the operator of the requested conditional use will be someone other than the property owner, state name and address of the operator.
N/A

CUP Application
Page 3 of 3

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition (Attach a supplemental sheet if necessary):

Name (please print): Barry Berkett, Manager - Freeway Springs, LLC
 Mailing Address: 13116 Imperial Hwy., Santa Fe Springs, CA 90670
 Phone No: 562-921-3581 ext. 371
 Fax No: 562-921-3562 E-mail: berkett@thriftyoil.com
 Signature: _____

Name (please print): _____
 Mailing Address: _____
 Phone No: _____
 Fax No: _____ E-mail: _____
 Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

I, _____, being duly sworn, depose and say that I am the petitioner in this application for a Conditional Use Permit, and I hereby certify under penalty of law that the foregoing statements and all statements, maps, plans, drawings and other data made a part of this application are in all respects true and correct to the best of my knowledge and belief.

Signed: _____
 (If signed by other than the Record Owner, written authorization must be attached to this application)

(Seal)

On _____ before me, _____
 Personally appeared _____
 personally known to me (or 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.

WITNESS my hand and official seal

Notary Public

FOR DEPARTMENT USE ONLY	
CASE NO:	<u>739 & 740</u>
DATE FILED:	<u>01/11/2013</u>
FILING FEE:	<u>\$3393.00</u>
RECEIPT NO:	<u>7017027</u>
APPLICATION COMPLETE?	<u>N</u>

01-11-13 1017027 CHECK 3393.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1100

State of California

County of Los AngelesOn 01-11-2013 before me, Dorthea L. Barber, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Barry W. Berkett
Name(s) of Signer(s)

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: Dorthea L. Barber
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Conditional Use PermitDocument Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Barry W. Berkett☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☒ Other: Manager

Signer Is Representing: _____

Freeway Springs, LLC

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



PUBLIC HEARING

Resolution No. 35-2013 - Recommending that the City Council adopt Ordinance No. 1040, approving a Development Agreement by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a California Limited Liability Company.

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Open the Public Hearing and receive any comments from the public regarding Ordinance No. 1040, and thereafter close the Public Hearing.
2. Find that the proposed Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA), per section 15061 of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment.
3. Recommend that the City Council adopt Ordinance No. 1040, and said recommendation shall be embodied in Resolution No. 35-2013.

BACKGROUND

Staff received a request from Golden Springs Development Company to allow a digital billboard and a static billboard on the properties at 13833 Freeway Drive and 15300 Marquardt Avenue. The request was part of a proposal to develop the properties (DPA No. 878) with a new distribution and industrial corporate center, and to consolidate (TPM No. 71982) two lots with a combined acreage of 20.049 into one parcel of 18.732 acres. The difference in acreage is due to Caltrans taking approximately 1.317 acres, mainly along Freeway Drive, as part of the freeway expansion project. Caltrans intends to use this area, along Freeway Drive for the construction of two Austin Vault Sand Filters (AVSF).

On October 22, 2012, the Planning Commission approved Development Plan Approval (DPA) Case No. 878 and Tentative Parcel Map (TPM) No. 71982. The DPA allowed the construction of a ±449,238 sq ft concrete tilt-up (spec) building and appurtenant improvements, while the TPM allowed the consolidation of the existing two lots, with a combined area of 20.049 acres, into one parcel of 18.732 acres, on

the subject property. The Planning Commission also approved the environmental document (Initial Study/Mitigated Negative Declaration) that was prepared to analyze the potential environmental impacts associated with the development of the site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act (CEQA). Such CEQA document also considered the environmental impacts of two billboards which are the subject of Developer Agreement 01-2013.

During the October 22, 2012 meeting, the Planning Commission also recommended that the City Council adopt Ordinance No. 1036, relating to the standards for the installation of billboards on certain properties in the City (properties adjacent to Interstate 5 (I-5), between Valley View Avenue to the east and Bloomfield Avenue to the west, approximately $\pm 13,000$ lineal feet). The Commission's findings and recommendations were incorporated in Resolution 33-2012.

At a duly noticed hearing, before the City Council, on November 8, 2012, Ordinance No. 1036 was introduced. The second reading of Ordinance No. 1036 occurred on November 20, 2012. It became effective thirty (30) days after its second reading.

Ordinance No. 1036 improved and updated the City's existing billboard regulations, which were badly outdated and failed to anticipate and regulate 21st-century trends, such as electronic billboards, supergraphics (building wraps), and mobile billboards. Key elements of the ordinance included:

- (1) Updating the definition of billboards to include electronic billboards.
- (2) Limiting electronic billboards to the FOZ.
- (3) Requiring a Conditional Use Permit (CUP) and Development Agreement for all new billboards and expansion of existing billboards.
- (4) Limiting the placement of billboards to properties with a minimum area of 5 acres.
- (5) Creating definitions and regulations for supergraphics and mobile billboards.
- (6) Creating a mechanism for the City to generate additional revenues, either as a one-time payment, or payment over time, or a combination of both.
- (7) Allowing space on new billboards to be utilized for City-related activities, or to bring awareness to City and/or charitable causes.
- (8) Establishing a minimum distance between billboards.
- (9) Limiting the contents of messages beyond sexually explicit materials, alcohol and tobacco advertising.

Pursuant to section 155.384(A), of Ordinance No. 1036, billboards are allowed only after a valid Conditional Use Permit has first been obtained and a Developer Agreement has been approved. As a result, the Applicant is seeking approval of Conditional Use Permit Case Nos. 739 and 740, and Development Agreement 01-2013.

The Conditional Use Permit request, if approved by the Planning Commission, would allow a digital billboard and a static billboard on the subject property. Resolution No. 35-2013, is a recommendation, by the Planning Commission, to the City Council to adopt an ordinance (Ordinance No. 1040), approving a development agreement (Development Agreement No. 01-2013) by and between the City of Santa Fe Springs and Platinum Billboards, LLC. Ordinance No. 1040, if approved by the City Council, would effectuate the Development Agreement. Said Development Agreement would set forth the rules and regulations under which the proposed billboards would be allowed.

A city's exercise of its power to enter into a development agreement is a legislative act; therefore, development agreements must be approved by ordinance. Under California Government Code Sections 65864 et seq. ("Development Agreement Law") cities can 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.

The main points of the Agreement, copy attached, are as follows:

1. The Developer pays an annual development fee to the City to mitigate potential impacts of the Development on the City and surrounding community.
2. The Developer is prohibited from utilizing any of the displays on the New Digital Billboard or the New Static Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs", adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be prohibited by any City ordinance.
3. The City Council has the right to review the Agreement annually, or may, in its sole and absolute discretion, order a special review for compliance with the Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code. Legal notice of the Public Hearing was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on January 30, 2013, posted in

Santa Fe Springs City Hall, the City Library and Town Center on January 30, 2013, published in a newspaper of general circulation (Whittier Daily News) on January 31, 2013, as required by the State Zoning and Development Laws and by the City's Zoning Regulations.

On February 4, 2013 at 8:00 a.m. staff received an e-mail from Calista Baldwin. According to the e-mail, Mike Thompson RV received the notice for hearings regarding the billboard. They would like a copy of the map layout that showed where the billboards will go. Staff responded, via e-mail, with a site plan and aerial that showed the approximate locations of the billboards.

ENVIRONMENTAL DOCUMENT

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA), per 15061 of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the proposed Ordinance, in and of itself, would have a significant effect on the environment. The exercise of the Agreement, i.e., the installation of the billboards, will be subject to CEQA on a case and site-specific basis.



Wayne M. Morrell
Director of Planning

Attachments:

1. Resolution No. 35-2013
2. Ordinance No. 1040
3. Development Agreement No. 01-2013

RESOLUTION NO. 35-2013

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF SANTA FE SPRINGS
RECOMMENDING THAT THE CITY COUNCIL OF THE
CITY OF SANTA FE SPRINGS ADOPT AN ORDINANCE
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND PLATINUM BILLBOARDS, LLC.**

THE PLANNING COMMISSION OF THE CITY OF SANTA FE SPRINGS HEREBY RESOLVES AS FOLLOWS:

SECTION 1: Following a public hearing noticed and conducted in compliance with all applicable law, and pursuant to all laws applicable to the responsibilities of the Planning Commission with respect to the subject matter hereof, the Planning Commission recommends that the City Council adopt the Ordinance attached hereto as Exhibit "A".

SECTION 2: Based on the oral and written evidence presented at such hearing, the Planning Commission hereby finds and determines that the adoption of such Ordinance is in the public convenience, interest and necessity.

SECTION 3: The adoption of such Ordinance would be in compliance with the City's General Plan.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The Planning Commission hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5: The Commission Secretary shall certify to the adoption of this Resolution.

PASSED AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2013.

CHAIRMAN

ATTEST:

SECRETARY

ORDINANCE NO. 1040

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS
ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF SANTA FE SPRINGS AND PLATINUM BILLBOARDS, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1. The City Council hereby approves and adopts that certain Development Agreement by and between the City of Santa Fe Springs and Platinum Billboards, LLC, a California Limited Liability Company, a copy of which is attached hereto as Exhibit "A", which exhibit is incorporated by reference herein, as an Ordinance of the City.

Section 2. The City Council hereby finds and determines that the subject Development Agreement is consistent with the City's General Plan.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases may be declared invalid or unconstitutional.

Section 4. The Deputy City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed no later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF FEBRUARY, 2013.

AYES:
NOES:
ABSENT:

MAYOR

ATTEST:

DEPUTY CITY CLERK

DEVELOPMENT AGREEMENT NO. 01-2013

This Development Agreement (hereinafter "Agreement") is entered into this ____ day of _____, 2013 (hereinafter the "Effective Date"), by and between the City of Santa Fe Springs (hereinafter "City"), and Platinum Billboards, LLC, a California limited liability company (hereinafter "Developer").

RECITALS

A. California Government Code Sections 65864 *et seq.* ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

B. Developer has a leasehold or license interest in that certain portion of real property, located adjacent to and on the eastern side of the north-bound lanes of the 5 Freeway, just North of the Alondra Street overpass in the Santa Fe Springs, Assessor Parcel Number Numbers 8069-014-007 and 8069-013-022, as more specifically described in Exhibit "A" and depicted at Exhibit "C", attached hereto and incorporated herein (the "Site"), upon which it seeks to install a new lawfully permitted double-sided 14 x 48 foot digital display which is oriented toward the 5 Freeway, as depicted in Exhibit "C" (the "New Digital Billboard"), and a new lawfully permitted single-sided 14 x 48 foot static display which is oriented toward the 5 Freeway as described in Exhibit "C" (the "New Static Billboard").

C. Freeway Springs LLC, a California limited liability company (referred to as "Owner") has consented to Developer's application for this Agreement, and Developer, as the lessee of the Site, as such term is defined below, has a legal and/or equitable interest in the Site and thus qualifies to enter into this Agreement in accordance with Development Agreement Law.

D. In exchange for the City approvals sought by Developer for the New Digital Billboard and the New Static Billboard as provided herein, Developer is agreeable to paying to the City an annual Development Fee or Alternative Fee, whichever is greater, as defined and provided in Sections 2.5 and 2.7 below, for the cost to the City to mitigate the impact of the installation of the New Digital Billboard and the New Static Billboard.

E. The Site is located within the City's Industrial and/or Manufacturing Zone, designated by the General Plan as Industrial and is also located within the Freeway Overlay Zone.

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

G. On October 22, 2012, the Planning Commission of the City, at a duly noticed hearing, granted "Development Plan Approval" for the development of the Site, in compliance with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"), on the basis that a Mitigated Negative Declaration and Initial Study, which was also approved at the October 22, 2012 meeting, concluded that although the proposed project could have a significant effect on the environment, there will not be a significant effect with the incorporation of mitigation measures pertaining to air quality, hazardous materials, and water quality. Such CEQA determination considered the impacts of the two billboards which are the subject of this Agreement.

H. On February 12, 2013, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 35-2013, recommending approval of this Agreement to the City Council.

I. On February 14, 2013, the City Council of the City, at a duly noticed hearing to consider the approval of this Agreement, considered the proposal, heard testimony, and introduced Ordinance No.1040, which Ordinance approves this Agreement.

J. The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Development (as hereinafter defined) will achieve a number of City objectives, including utilizing the Site for a revenue-generating use. Upon any termination of the Term (as defined below) of this Agreement, Developer will remove the digital displays if a new development agreement is not negotiated with the City, but the static displays may remain.

K. On February 28, 2013, the City Council held the second reading on, and adopted Ordinance No.1040, thereby approving this Agreement.

L. The City finds and determines that all actions required of the City precedent to approval of this Agreement by Ordinance No.1040 of the City Council have been duly and regularly taken.

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

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 are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter

capitalized, when used in the Agreement. In addition to the terms defined in the Recitals above, the defined terms include the following:

1.1.1 “Agreement” means this Development Agreement and all attachments and exhibits hereto.

1.1.2 “City” means the City of Santa Fe Springs, a California municipal corporation.

1.1.3 “City Council” means the City Council of the City.

1.1.4 “Developer” means Platinum Billboards, LLC, California limited liability company, duly existing and operating, and its successors and assigns, doing business at 13116 E. Imperial Highway, Santa Fe Springs, California 90670.

1.1.5 “Development” means the installation of the New Digital Billboard and the New Static Billboard on the Site and the undergrounding of all utilities from Southern California Edison’s electrical source or an electrical source located elsewhere on Owner’s property (e.g., from an electrical panel on a building situated on Owner’s property) to the New Digital Billboard and the New Static Billboard.

1.1.6 “Development Approvals” means the approved Development, based on the recommended approval by the Planning Commission on February 12, 2013, pursuant to Resolution No. 35-2013, and approval of the City Council by Ordinance No.1040 on February 28, 2013, as further described at Section 3.3 herein.

1.1.7 “Effective Date” means the date inserted into the preamble of this Agreement, which is 30 days following approval of this Agreement by ordinance of the City Council, provided this Agreement is signed by Developer and the City.

1.1.8 “Final Permits” shall have the meaning set forth at Section 2.6.

1.1.9 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the 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 and the New Static Billboard, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development or 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 the federal National Pollutant Discharge Elimination System (“NPDES”) regulations and approvals from the California Department of Transportation Outdoor Advertising Division, to the extent applicable.

1.1.10 “Lease” means the lease or license agreement, as the case may be, for the Site between Owner, as landlord or licensor, and Developer, as tenant or licensee.

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

1.1.12 "Site" refers to the site described in Recital B and more specifically described on Exhibit "A" attached hereto and incorporated herein.

1.1.13 "Schedule of Performance" means the Schedule of Performance attached hereto as Exhibit "D" 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 govern development and use of the Site.

1.1.16 "Subsequent Development Approvals" means any Development Approvals sought by Developer in connection future changes desired to be made by Developer to the Development following its initial completion.

1.1.17 "Term" shall have the meaning provided in Section 2.3, unless earlier terminated as provided in this Agreement.

1.2 **Exhibits.** The following documents are attached to, and by this reference made a part of, this Agreement: Exhibit "A" (Legal Description of Site), Exhibit "B" (Scope of Development), Exhibit "C" (Site Plan and Elevations), Exhibit "D" (Schedule of Performance).

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 Development, 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 Lease, or any of Developer's obligations thereunder, or to bind or restrict Owner with respect to its ownership or operation of the Site except as expressly set forth herein with respect to the Development, or (ii) to impose any obligation whatsoever on Owner with respect to the Development, except as expressly set forth in this Agreement.

2.2 **Interest in Site.** The City and Developer acknowledge and agree that Developer is the tenant or licensee of the Site and thus is qualified to enter into and be a party to this Agreement under the Development Agreement Law. The 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 the Development Agreement Law. Additionally, prior to the execution of this Agreement, Developer has allowed the City to view a redacted copy of the Lease which demonstrates that Developer has a leasehold or license interest in the Site, which interest shall be maintained for the entire Term of this Agreement. If Developer's leasehold or

license interest is prematurely terminated by Owner, then Developer shall have no further obligations under Section 3(a) of the Scope of Development, attached as Exhibit "B" herein, relative to the maintenance of landscaping thereon, except as provided under Section 5.1. Additionally, if Developer's leasehold or license interest is prematurely terminated by Owner, then Developer shall have no further obligations under this Agreement, except as provided under Section 5.1.

2.3 Term of Agreement. Unless earlier terminated as provided in this Agreement, the "Term" of this Agreement shall continue in full force and effect until: (i) the expiration or earlier termination of the Lease, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms hereof, other than its removal for repair or replacement, or (ii) the permanent removal of the New Digital Billboard constructed pursuant to the terms of this Agreement (other than any removal for the purpose of repair or replacement), or (iii) if one digital face is removed permanently and replaced with a static face, then this Agreement shall remain in effect for the remaining digital face. In such case, the replacement of one digital face with a static face shall require an amendment to this Agreement. Furthermore, in such case (unless one digital face remains), Developer shall completely remove the New Digital Billboard within the times and as provided under Section 5.1 herein. Within thirty (30) days after the 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 8.1 below. If no extension or renewal of this Agreement is agreed to following its termination, then the digital displays shall come down but the static displays may remain.

2.4 Processing Fee. Upon submission of its application for the approvals granted by this Agreement, Developer has paid to the City a processing fee ("Processing Fee") in the amount of Seven Thousand Five Hundred Dollars (\$7,500). The City shall retain and use the Processing Fee, or any part thereof, for any public purpose within the City's discretion. The Processing Fee shall be separate from all fees which are standard and uniformly applied to similar projects in the City, including, but not limited to, business license fees (due by Developer to the City annually), one-time plan check fees and building permit fees, and any other fees imposed by Los Angeles County, as may be applicable.

2.5 Development Fee. The potential impacts of the Development on the City and surrounding community are difficult to identify and calculate. Developer and the City agree that an annual development fee paid by Developer to the City would adequately mitigate all such potential impacts. The parties therefore agree that Developer shall pay an annual development fee to the City ("Development Fee"), subject to the obligation to pay the Alternative Fee per Section 2.7 below. The Development Fee, for ease of reference purposes, shall equal the following amounts during the Term: Twenty-Five Thousand Dollars (\$25,000) per annum for the New Digital Billboard, and Twenty-Five Thousand Dollars (\$25,000) per annum for the New Static Billboard.

2.6 Development Fee Payments. The Development Fee shall be paid annually, with the first installment due no later than one (1) year after Developer receives final approval for the construction of the New Digital Billboard and New Static Billboard from the applicable governmental authorities and any and all required permits to maintain and operate the New Digital Billboard and New Static Billboard as contemplated under Section 3.3 of this Agreement ("Final Permits"). Developer shall notify the City within five (5) business days of its receipt of

all Final Permits, for the purpose of determining the date annual payments of the Development Fee (or Alternative Fee per Section 2.7) shall commence. Nothing herein relieves the City from its contractual duty to issue all municipal building permits that are associated with the Development if Developer is in compliance with the terms of this Agreement.

2.7 Alternative Fee: For any year of the Term where the Alternative Fee, as defined in this Section 2.7, exceeds the Development Fee described at Section 2.5 above, for either the New Digital Billboard or the New Static Billboard, Developer shall pay to the City the Alternative Fee, which is defined as an amount equal to seven percent (7%) of the gross advertising revenue made from both digital displays of the New Digital Billboard, or from both faces of the New Static Billboard, as the case may be, during the preceding year of the Term. Within ninety (90) days following the end of each year of the Term hereof, and ending within ninety (90) days after the termination of the Term, Developer shall furnish to the City a statement in writing, certified by Developer to be correct, showing the total gross advertising revenues made from each sign face of the New Digital Billboard and New Static Billboard during the preceding year of the Term attributable to each sign display of the New Digital Billboard and New Static Billboard, to the extent such Alternative Fee exceeds the Development Fee for that same preceding year. The calculation of the Alternative Fee shall be based on the gross amount received on the advertising sales. By way of example only, should the gross advertising revenue during any year of the Term total \$400,000 for the New Digital Billboard and \$350,000 for the New Static Billboard, then for that year Developer shall pay to the City for the New Digital Billboard the Alternative Fee of \$28,000 (i.e., 7% of \$400,000) in lieu of the Development Fee of \$25,000; however, for the New Static Billboard Developer shall pay to the City the Development Fee of \$25,000 in lieu of the Alternative Fee of \$24,500 (i.e., 7% of \$350,000).

2.8 Audit of Alternative Fee. With prior written notice to Developer of not less than ten (10) business days, the City has the right to audit Developer's New Static Billboard and New Static Billboard revenue related to this Agreement, at Developer's office, on normal workdays between 9:00 a.m. and 4:00 p.m. once a year. If the statement of total gross advertising revenue previously provided to the City shall be found to be inaccurate for prior years of the Term, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Alternative Fee, if any, that should have been paid to the City for the period or periods covered by such inaccurate statement or statements. If said audit discloses an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, then Developer shall immediately pay to the City the cost of such audit, plus ten percent (10%) interest per annum on the amount underpaid, but the application of the said interest is limited to the previous year before the time any underpayment should have been paid to the City; if the audit does not disclose an underpayment of greater than three percent (3%) with respect to the amount of total gross advertising revenue reported by Developer for the period or periods of said report, the cost of such audit shall be paid by the City.

2.9 Prohibited Use. Developer shall not utilize any of the displays on the New Digital Billboard or the New Static Billboard to advertise tobacco, marijuana, hashish, "gentlemen's clubs," adult entertainment businesses, sexually oriented materials, or use sexually oriented images or language, or as may be 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 by any duly and valid City ordinance.

3. DEVELOPMENT AND IMPLEMENTATION OF THE DEVELOPMENT.

3.1 **Rights to Develop.** Subject to and during the Term of this Agreement, Developer shall have the right to develop the Site in accordance with, and to the extent of, the Development Approvals, the Land Use Regulations and this Agreement, provided that nothing in this Agreement shall be deemed to modify or amend any of the pre-existing Land Use Regulations, as more particularly set forth in Section 3.2 below.

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 of use of the Site, the maximum height and size of proposed structures on the Site, and the design, improvement and construction standards and specifications applicable to the Site, shall be as 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 the Development Approvals, a Conditional Use Permit and a building permit from the City, and any and all permits and approvals which may be required by any other governmental agency or utility affected by such construction, development or work to be performed by Developer pursuant to the Scope of Development; provided, however, that the City acknowledges that the City's Planning Commission has approved a Mitigated Negative Declaration for the project, thus complying with, and satisfying the requirements of, the California Environmental Quality Act ("CEQA"). Not by way of limiting the foregoing, in developing and constructing the Development, Developer shall comply with all: (1) applicable development standards in the City's Municipal Code, (2) applicable NPDES requirements pertaining to the Development, and (3) applicable building 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 the City in connection with the Development which are standard and uniformly-applied to similar projects in the City. Nothing contained in this Agreement shall be deemed to impose any obligation on Owner with respect to the Development Approvals or the Development.

3.4 **Timing of Development; Scope of Development.** Developer shall commence the Development within the time set forth in the Schedule of Performance, attached hereto as Exhibit "D". "Commencement" of the Development is defined herein as commencement of construction or improvements under the City building permit for the construction of the New Digital Billboard and New Static Billboard on the Site, which shall occur as soon as possible following Developer's receipt of all necessary Development Approvals and Final Permits. In the event that Developer fails to meet the schedule for Commencement of the Development, then after compliance with Section 4.4, 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 8.10 delay the Commencement or completion of the Development, then such delays shall not constitute grounds for any termination rights found within this Agreement. In such case, the timeline to commence or complete the relevant task shall be extended in the manner set forth at Section 8.10. Notwithstanding the above, Developer shall, at all times, comply with all other obligations set forth in this Agreement regarding the construction or improvement of the New Digital Billboard and New Static Billboard on the Site. Developer shall also maintain the New Digital Billboard and New Static Billboard at all times during the Term in accordance with the maintenance provisions set forth in Section 3 of the Scope of Development, attached as Exhibit "B" herein.

3.5 Changes and Amendments. Developer may determine that changes to the Development Approvals are appropriate and desirable. In the event Developer makes such a determination, Developer may apply in writing for an amendment to the Development Approvals to effectuate such change(s); provided that the City may request written consent from Owner if the modification is deemed material. The parties acknowledge that the 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. Accordingly, under no circumstance shall the City be obligated in any manner to approve any amendment to the Development Approvals. The City Manager shall be authorized to approve any non-substantive amendment to the Development Approvals without processing an amendment to this Agreement. All other amendments shall require the approval of the City Council. Nothing herein shall cause Developer to be in default if it upgrades the digital displays 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 such upgrade is consistent with the dimensions and standards for the displays, as provided under this Agreement, Land Use Regulations and Subsequent Land Use Regulations.

3.6 Reservation of Authority.

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

(a) Processing fees and charges of every kind and nature imposed by the City to cover the estimated actual costs to the City of processing applications for Subsequent Development Approvals.

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

(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 the City as Subsequent Land Use Regulations, if adopted prior to the issuance of a building permit for development of the New Digital Billboard and the New Static Billboard. 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 to the City.

(d) Regulations that are not in conflict with the Development Approvals or this Agreement.

(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.

(f) Applicable federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Site or the Development, and that do not have an exception for existing signs or legal nonconforming uses.

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

3.6.3 *Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.* In the event that applicable federal, state, county or multi-jurisdictional 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, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such federal, state, county or multi-jurisdictional laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing, if such change materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

3.7 *Regulation by Other Public Agencies.* It is acknowledged by the parties that other public agencies not subject to control by the City may possess authority to regulate aspects of the Development 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 Development and that do not have an exception for a legal nonconforming use. To the extent such other public agencies preclude development or maintenance of the Development and do not have an exception for a legal nonconforming use, Developer shall not be further obligated under this Agreement except as provided in Section 4.1. Notwithstanding the foregoing, if such action by another public agency materially changes Developer's costs or otherwise materially impacts its performance hereunder, Developer may terminate this Agreement upon ninety (90) days prior written notice to the City.

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

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

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

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

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

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

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

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

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

3.10 **Changes.** Notwithstanding anything to the contrary herein, if there is a change in such fees as compared to those fees in effect as of the Effective Date, or if 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 to the City.

4. REVIEW FOR COMPLIANCE.

4.1 **Annual Review.** The City Council shall have the right to review this Agreement annually at the City's sole cost, on or before the anniversary of the commencement of the Term, to ascertain the good faith compliance by Developer with the terms of this Agreement ("Annual Review"). However, no failure on the part of the City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement. Developer shall cooperate with the City in the conduct of such any Annual Review and provide the following information and documentation to the City at least thirty (30) days before the anniversary of the commencement of the Term: (1) any updates to Developer's contact information related to complaints concerning the billboards, as required in the conditions at Exhibit "B", Section 6 herein, (2) status and amount of all payment obligations to the City required under this Agreement for the year in question and cumulatively beginning from the Commencement of the Development herein, (3) any easement or Lease changes that could in any way materially impact the City or the parties' obligations under this Agreement, (4) any utility changes that could in any way materially impact the City or the parties' obligations under this Agreement, and (5) any maintenance issues addressed or needing to be addressed per the requirements of Exhibit "B".

4.2 **Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at the City's sole cost ("Special Review"). Developer shall cooperate with the City in the conduct of such any Special Review.

4.3 **City Rights of Access.** Subject to the City's execution of a permit to enter in form reasonably acceptable to Owner, the City and its officers, employees, agents and contractors shall have the right, at their sole risk and expense, to enter the Site without interfering with any railroad or other right-of-way, and at all reasonable times with as little interference as possible, for the purpose of conducting the review under this Article 4, inspection, construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Site, or to perform any rights of the City under Section 4.2 above. 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. Notwithstanding the foregoing or any other provision in this Agreement (including without limitation Section 4.2 above) to the contrary, the City shall have no right whatsoever to enter the Site unless and until the City executes and delivers to Owner a permit to enter in form reasonably acceptable to Owner (except that this provision is not intended to interfere with the City's police powers to address any nuisance, dangerous condition, or other condition pursuant to the City's ordinances). Notwithstanding anything to the contrary herein, in no event will the City's representatives ever climb up the pole of the New Digital Billboard or the New Static Billboard during any inspection.

4.4 **Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with this 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 this Agreement, either party concludes that the other party has not complied in good faith with the terms of this Agreement, then such party may issue a written "Notice of Non-Compliance" specifying the grounds therefore and all facts demonstrating such non-compliance. The party receiving a Notice of Non-Compliance shall have thirty (30) days to cure or remedy the non-compliance identified in

the Notice of Non-Compliance, but if such cure or remedy is not reasonably capable of being cured or remedied within such thirty (30) day period, then the party receiving a Notice of Non-Compliance shall commence to cure or remedy the non-compliance within such thirty (30) day period and thereafter diligently and in good faith prosecute such cure or remedy to completion. If the party receiving the Notice of Non-Compliance does not believe it is out of compliance and contests the Notice of Non-Compliance, it shall do so by responding in writing to said Notice of Non-Compliance within thirty (30) days after receipt of the Notice of Non-Compliance. If the response to the Notice of Non-Compliance has not been received in the office of the party alleging the non-compliance within the prescribed time period, the Notice of Non-Compliance shall be conclusively presumed to be valid. If a Notice of Non-Compliance is contested, the parties shall, for a period of not less than fifteen (15) days following receipt of the response, seek to arrive at a mutually acceptable resolution of the matter(s) occasioning the Notice of Non-Compliance. In the event that a cure or remedy is not timely completed, the party alleging the non-compliance may thereupon pursue the remedies provided in Section 5; provided, however, that if the Notice of Non-Compliance is contested and the parties are not able to arrive at a mutually acceptable resolution of the matter(s) by the end of the fifteen (15) day period, then either party shall have the right to seek a judicial determination of such contested matter. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to "force majeure" as defined in, and subject to the provisions of, Section 8.10.

4.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, the City shall, upon request by Developer, issue a written confirmation ("Certificate") to Developer stating that, after the most recent Annual Review or Special Review, and based upon the information known or made known to the City Manager and the City Council, that (1) this Agreement remains in effect, and (2) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form if requested by Developer, and shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer may record the Certificate with the County Recorder. Additionally, Developer may, at any time, request from the City a Certificate stating, in addition to the foregoing, which specific obligations under this Agreement have been fully satisfied with respect to the Site.

5. DEFAULT AND REMEDIES.

5.1 Termination of Agreement.

5.1.1 Termination of Agreement for Material Default of Developer. The City, in its discretion, may terminate this Agreement for any material failure of Developer to perform any material duty or obligation of Developer hereunder or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default" or "breach"); provided, however, the City may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In the event of a termination by the City under this Section 5.1.1, Developer acknowledges and agrees that the City may retain all fees accrued up to the date of the termination, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of

termination and removal of the New Digital Billboard or New Static Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.2 *Termination of Agreement for Material Default of City.* Developer, in its discretion, may terminate this Agreement for any material failure of the City to perform any material duty or obligation of the City hereunder or to comply in good faith with the terms of this Agreement; provided, however, Developer may terminate this Agreement pursuant to this Section only after following the procedures set forth in Section 4.4. In addition, Developer may terminate this Agreement if, despite Developer's good faith efforts, it is unable to secure the necessary permits and/or compliance with requirements under laws necessary to effectuate the Development. In the event of a termination by Developer under this Section 5.1.2, Developer acknowledges and agrees that the City may retain all fees, including the Processing Fee and the Development Fee or Alternative Fee, as applicable, paid up to the date of termination, and Developer shall pay the prorated amount of the Development Fee or Alternative Fee, as applicable, within sixty (60) days after the date of termination and removal of the New Digital Billboard or New Static Billboard that equates to the percentage of time elapsed in the year of the Term at the time of termination.

5.1.3 *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 obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, (iii) Developer's obligation to remove the New Digital Billboard or New Static Billboard pursuant to Section 2.3, or (iv) any continuing obligations to indemnify other parties.

6. INSURANCE, INDEMNIFICATION AND WAIVERS.

6.1 Insurance.

6.1.1 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 Developer comprehensive broad form general liability insurance against claims and liabilities covered by the indemnification provisions of Section 6.2. Developer has agreed to indemnify the City hereunder to the extent of the liability insurance coverage with respect to its use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, 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) for any one accident or occurrence, and at least One Million Dollars (\$1,000,000) for property damage. Developer shall also furnish or cause to be furnished to the City evidence that any contractors with whom Developer has contracted for the performance of any work for which Developer is responsible maintains the same coverage required of Developer.

(b) *Worker's Compensation.* Developer shall also furnish or cause to be furnished to the 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 insurer waives the right of subrogation against the City and against the City's agents and representatives except as provided in this Section; (ii) the policies are primary and noncontributing with any insurance that may be carried by the City, but only with respect to the liabilities assumed by Developer under this Agreement; and (iii) the policies cannot be canceled or materially changed except after written notice by the insurer to the City or the City's designated representative as expeditiously as the insurance company agrees to provide such notice. Developer shall furnish the City with certificates evidencing the insurance required to be procured by the terms of this Agreement.

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

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

(b) The City can request to see updated copies of the current certificates of all insurance policies required. The City reserves the right to obtain copies of the entire insurance policy, including endorsements.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, the City, after complying with the requirements of Section 4.4, may view such failure or refusal to be a default hereunder.

6.2 **Indemnification.**

6.2.1 *General.* To the extent of its liability coverage required under Section 6.1.1(a) above, Developer shall indemnify the City and Owner, and their respective officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Site.

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

(b) Developer will promptly pay any judgment rendered against the City or Owner or their respective officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Developer hereunder, and Developer agrees to save and hold the City and Owner and their respective officers, agents, and employees harmless therefrom.

6.2.2 *Exceptions.* The foregoing indemnity shall not include claims or liabilities arising from the negligence or willful misconduct of the City, or its officers, agents or employees who are directly responsible to the City.

6.2.3 *Additional Coverage.* Without limiting the generality of the foregoing, Developer's indemnity obligation shall include any liability arising by reason of:

(a) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever caused by Developer;

(b) Any failure of Developer to comply with performance of all of the provisions of this Agreement;

(c) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the site caused solely by Developer, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

6.2.4 *Loss and Damage.* Except as set forth below, the City shall not be liable for any damage to property of Developer, Owner or of others located on the Site, nor for the loss of or damage to any property of Developer, Owner or others by theft or otherwise. Except as set forth below, the 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 foregoing two (2) sentences shall not apply (i) to the extent the City or its agents, employees, subcontractors, invitees or representatives causes such injury or damage when accessing the Site, or (ii) to the extent covered in any permit to enter executed by the City, or (iii) under the circumstances set forth in Section 6.2.2 above.

6.2.5 *Period of Indemnification.* The obligations for indemnity under this Section 6.2 shall begin upon the Effective Date and shall survive termination of this Agreement.

6.3 **Waiver of Subrogation.** Developer and the City mutually agree that neither shall make any claim against, nor seek to recover from the other or its agents, servants, or employees, for any loss or damage to Developer or the City or to any person or property relating to this Agreement, except as specifically provided hereunder, which include but is not limited to a claim or liability to the extent arising from the negligence or willful misconduct of the City or Developer, as the case may be, or their respective officers, agents, or employees who are directly responsible to the City and Developer, as the case may be.

7. 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. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and the City agrees upon request, from time to time, to meet with Developer or Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification, provided the City determines such interpretation or 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 Development or 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 Development or 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 the City of any default by Developer in the performance of Developer's obligations under this Agreement.

(c) If the City timely receives a request from a Mortgagee requesting a copy of any Notice of Non-Compliance given to Developer under the terms of this Agreement, the City shall make a good faith effort to provide a copy of that Notice of Non-Compliance to the Mortgagee within ten (10) days of sending the Notice of Non-Compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance 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 Development 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 Development 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 the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder, and (ii) in the event any Mortgagee seeks to develop or use any portion of the Development 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 Development or the Site or such part thereof so acquired by the Mortgagee.

8. MISCELLANEOUS PROVISIONS.

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

8.2 **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.

8.3 **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 Development 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.

8.4 **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 preparation hereof.

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

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

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

8.8 **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.

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

8.10 Force Majeure. Notwithstanding any provision to 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 then 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 beyond the date it would have otherwise expired, and further provided that if such delay is longer than six (6) months, Developer may terminate this Agreement upon written notice to the City and the City shall return to Developer any portion of the Development fee paid for any period after the effective date of such termination..

8.11 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.

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

8.13 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 the 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 the City and Developer seeking enforcement 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.

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

8.15 Development as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the Development 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 the 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 private property on the other hand. The 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" development, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private development into a public work project, it being understood that this Agreement is entered into by the 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 the City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement.

8.16 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.

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

8.18 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 on behalf of the City by the City Manager upon approval by the City Attorney.

8.19 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.

8.20 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 to such other address as either party may from time to time designate in writing by providing notice to the other party:

If to the City:	City of Santa Fe Springs
	11710 E. Telegraph Road
	Santa Fe Springs, CA 90670
	Attn: City Manager

If to Developer: Platinum Billboards, LLC
13116 E. Imperial Highway
Santa Fe Springs, California 90670
Attn: Moshe J. Sassover

8.21 Nonliability of City Officials. No officer, official, member, employee, agent, or representatives of the 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, or representative.

8.22 No Brokers. The City and Developer each represent and warrant to the other that it has not 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.

8.23 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.

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

CITY:

CITY OF SANTA FE SPRINGS
a California municipal corporation

By: _____
Richard J. Moore, Mayor

DEVELOPER:

PLATINUM BILLBOARDS, LLC,
a California limited liability company

By: _____
Barry W. Berkett, Manager

By: _____
Moshe J. Sassover, Manager

[end of signatures]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2013, 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.

Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On _____, 2013, 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.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

Order No.: 116744865-X49

LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41819 PAGES 141 ET SEQ., OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF PARCEL "A" IN THE EASEMENT DEED TO THE CITY OF SANTA FE SPRINGS FOR THE WIDENING OF MARQUARDT AVENUE, RECORDED ON DECEMBER 2, 1964, AS DOCUMENT NO. 4052 IN BOOK D-2718 PAGE 877 OF SAID OFFICIAL RECORDS, WHICH POINT LIES IN A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 95 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF FIRESTONE BOULEVARD, 80 FEET WIDE, AS DESCRIBED DOCUMENT NO. 8640-C FILED UNDER CERTIFICATE OF TITLE NO. CV-33337 ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG SAID PARALLEL LINE SOUTH 57 DEGREES 10 MINUTES 20 SECONDS EAST 346.42 FEET TO A POINT WHICH LIES SOUTH 57 DEGREES 10 MINUTES 20 SECONDS EAST THEREON 424.13 FEET FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, WHICH POINT IS THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 575 FEET; THENCE EASTERLY ALONG SAID CURVE, A DISTANCE OF 283.65 FEET TO THE WESTERLY LINE OF PARCEL NO. 4, AS DESCRIBED IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED ON OCTOBER 27, 1964 AS DOCUMENT NO. 4197 IN BOOK D-2678 PAGE 362 OF SAID OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID SANTA FE PARCEL NORTH 0 DEGREES 11 MINUTES 44 SECONDS WEST 1086.15 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST 586.25 FEET TO THE EASTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST THEREON 759.71 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 28 DEGREES 41 MINUTES 02 SECONDS EAST THEREON 52.74 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED REGISTERED MARCH 8, 1946, AS DOCUMENT NO. 5107-Q, ALL MINERALS, PETROLEUM, OIL, ASPHALTUM, GAS AND OTHER HYDROCARBON SUBSTANCES INCLUDING HELIUM WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE RIGHT OF INGRESS AND EGRESS AT ALL TIMES FOR THE PURPOSE OF PROSPECTING, DRILLING AND/OR PRODUCING THE SAME THEREFROM OR THEREUNDER BY FACILITIES LOCATED UPON THE SURFACE THEREOF OR ON AND JOINING OR ADJACENT PROPERTY, EXCEPT SURFACE OF SOUTHERLY ONE-HALF ACRE THEREOF, AS RESERVED BY JOHN STIERLI, SR., FRANK WESTGATE, AND EVA WESTGATE, IN DEED REGISTERED MARCH 8, 1946, AS DOCUMENT NO. 5107-Q, BY DEED DATED FEBRUARY 12, 1966, RECORDED MARCH 8, 1966, IN BOOK D-1230 PAGE 656, OFFICIAL RECORDS, PAULINA STIERLI, OWNER OF AN UNDIVIDED TWO-THIRDS INTEREST, RELINQUISHED ALL RIGHTS TO THE USE OF THE SURFACE AND THE SURFACE AREA TO A DEPTH OF 500 FEET.

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE (CONTINUED)

Order No.: 116744865-X49

LEGAL DESCRIPTION (continued)

ALSO EXCEPT FROM THAT PORTION OF SAID LAND DESCRIBED IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, FOR A PERIOD OF 15 YEARS, ONE-HALF OF ALL OIL, MINERALS, GAS AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW 100 FEET, WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY CROWN ZELLERBACH CORPORATION, IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, ALSO EXCEPT ALL OF THE OIL, GAS, AN OTHER PETROLEUM OR MINERAL SUBSTANCES IN THE HEREIN-CONVEYED LAND NOT HEREINABOVE EXCEPTED FROM THIS CONVEYANCE, LYING IN OR UNDER ALL OF THE HEREINABOVE-DESCRIBED LAND BELOW 100 FEET OF THE SURFACE THEREOF, BUT WITHOUT RIGHT OF SURFACE ENTRY, WHICH RESERVATION INCLUDES ALL RIGHTS, HEREINBEFORE RESERVED FOR A LIMITED PERIOD OF TIME IN THE DEED FROM CROWN ZELLERBACH CORPORATION, IN DEED REGISTERED MAY 13, 1953 AS DOCUMENT NO. 9035-V, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A MAINE CORPORATION, IN DEED RECORDED OCTOBER 17, 1966

PARCEL 2:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A COPY OF A MAP BY CHARLES T. HEALEY, RECORDED IN BOOK 41819 PAGES 141, ET SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE (END)

Order No.: 116744865-X49

LEGAL DESCRIPTION (continued)

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID WEST HALF (SAID WEST LINE BEING ALSO THE CENTER LINE OF MARQUARDT AVENUE, 80 FEET IN WIDTH), SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST 885.01 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHERLY 885.00 FEET AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID WEST HALF; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 31 MINUTES 55 SECONDS EAST 40.00 FEET TO A POINT IN THE EASTERLY LINE OF MARQUARDT AVENUE, AS WIDENED BY DEED OF EASEMENT RECORDED AS DOCUMENT NO. 4852 OF DECEMBER 2, 1964, IN BOOK D-2718 PAGE 877 OF SAID OFFICIAL RECORDS, WHICH POINT IS ALSO THE SOUTHWESTERLY CORNER OF MICA STREET, 66 FEET IN WIDTH, AS DESCRIBED IN THE DEED TO THE CITY OF SANTA FE SPRINGS, RECORDED AS DOCUMENT NO. 2252 OF APRIL 19, 1965, IN BOOK D-2873 PAGE 209 OF SAID OFFICIAL RECORDS, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG SAID EASTERLY STREET LINE SOUTH 0 DEGREES 11 MINUTES 45 SECONDS EAST 586.14 FEET TO THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO BERNARD SANBURG, RECORDED AS DOCUMENT NO. 132 OF OCTOBER 17, 1966 IN BOOK D-3458 PAGE 32 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHERLY PROPERTY LINE NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST 586.25 FEET TO THE WESTERLY LINE OF PARCEL 4 DESCRIBED IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, RECORDED AS DOCUMENT NO. 4197 OF OCTOBER 27, 1964 IN BOOK D-2678 PAGE 362 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 0 DEGREES 11 MINUTES 44 SECONDS WEST 73.45 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 0 DEGREES 11 MINUTES 43 SECONDS WEST THEREON 370.75 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ITS NORTHERLY PROLONGATION, NORTH 5 DEGREES 12 MINUTES 54 SECONDS WEST THEREON 82.01 FEET TO THE SOUTHERLY LINE OF SAID MICA STREET; THENCE ALONG SAID SOUTHERLY STREET LINE SOUTH 89 DEGREES 31 MINUTES 55 SECONDS WEST 562.09 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 44 DEGREES 40 MINUTES 05 SECONDS WEST THEREON 24.10 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM AN UNDIVIDED 55/112THS OF ALL OIL, MINERALS, GAS AND HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND BELOW 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY LELA C. SIMPSON, ET AL., IN DEED RECORDED DECEMBER 1, 1954, IN BOOK 46255 PAGES 128 THROUGH 131 AND IN BOOK 46255 PAGE 138 OF SAID OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OF THE OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN THE HEREIN-CONVEYED LAND NOT HEREINBEFORE EXCEPTED FROM THIS CONVEYANCE, LYING IN OR UNDER ALL OF THE HEREINABOVE-DESCRIBED LAND BELOW 500 FEET OF THE SURFACE THEREOF, BUT WITHOUT THE RIGHT OF SURFACE ENTRY, WHICH RESERVATION INCLUDES ALL RIGHTS HERETOFORE RESERVED FOR A LIMITED PERIOD OF TIME, IN THE DEEDS RECORDED DECEMBER 1, 1954, IN BOOK 46255 PAGES 128 THROUGH 133, AND IN BOOK 46255 PAGE 138 OF SAID OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

EXHIBIT B

SCOPE OF DEVELOPMENT

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

1. The Development. Developer shall install the New Digital Billboard and New Static Billboard in accordance with the terms of this Agreement. The New Digital Billboard consists of one (1) 50' tall, "bulletin" size freeway-oriented billboard with a total of two (2) digital displays (each display measuring 14' x 48' within the billboard frame). The New Static Billboard consists of one (1) 50' tall, "bulletin" size freeway-oriented billboard with a total of two (2) static displays (each display measuring 14' x 48' within the billboard frame). Before the issuance of Final Permits, Developer shall underground all utilities necessary for the New Digital Billboard and New Static Billboard, and the Site shall be maintained in accordance with the conditions at Paragraph 3 below.

2. Building Fees. Developer shall pay all applicable City building fees, as described at Section 2.4 of the Agreement, at the time that a building permit is issued for the installation of the New Digital Billboard and New Static 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 New Static Billboard (where authorized pursuant to the Agreement, and including but not limited to, the displays installed thereon, and all related on-site improvements and, if applicable, easements and rights-of-way, at its sole cost and expense), including, without limitation, landscaping, poles, lighting, signs and walls (as they relate to the Development) in good repair, free of graffiti, rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction over the Site, unless those federal, state, and local bodies have an exception for a legal nonconforming use. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal related to the Development; (ii) the care and replacement of all shrubbery, plantings, and other landscaping or the painted backing in a healthy condition if damaged by the Development; (iii) the ongoing maintenance by Developer of any access road to the New Digital Billboard and New Static Billboard to minimize dust caused by the Development; and (iii) the repair, replacement and repainting of the New Digital Billboard's and New Static Billboard's structures and displays as necessary to maintain such billboards in good condition and repair.

(b) Maintenance of the New Digital Billboard and New Static Billboard and surrounding portion of the Site 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 Development 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 Site.

(c) Developer shall coordinate with any neighboring property owners who share utilities or access roads to their separate respective billboards. The City may designate alternative access for planning purposes so long as such alternative access allows Developer to access its billboard and related utilities.

4. Other Rights of the 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 the Agreement, the City shall have the right, after complying with Section 4.4 of the 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, 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 Development or any part thereof or interests therein as to the violating person or one threatening violation.

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 the Agreement. The failure of the City to enforce the 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 Developer, its successors, transferees or assigns, for any default or breach by the City under the Agreement.

6. Conditions of Approval. The following additional conditions shall apply to the installation of the New Digital Billboard and New Static Billboard and, where stated, landscaping adjacent to New Digital Billboard and New Static Billboard, which billboards and landscaping or painted backing adjacent to the billboards, respectively, shall conform to all applicable provisions of the Development Approvals and the following conditions, in a manner subject to the approval of the Director of Planning or his or her 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 shown on Exhibit "C", and shall be of the dimensions described in Section 1, above.

(c) The size of each sign display of the New Digital Billboard and New Static Billboard shall not exceed the dimensions set forth in the Ordinance, and shall not to exceed the maximum height set forth in the Ordinance, including all extensions, and shall be spaced at intervals from any other billboard on the same side of the freeway and measured parallel to the freeway as set forth in the Ordinance and depicted in the Site Plan and Elevations at Exhibit "C" approved by the City as part of the Development Approvals.

(d) The New Digital Billboard pole and New Static Billboard pole shall be of a gray color, subject to the approval of the City's Director of Planning or his or her designee.

(e) Plans and specifications for the proposed installation of the New Digital Billboard and New Static Billboard, including plans for the undergrounding or may go overhead of all utilities, shall be submitted to the City Planning and Building Departments for plan check and approval prior to the issuance of building permits.

(f) 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.

(g) Developer shall maintain the New Digital Billboard and New Static Billboard 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 Development is exempted as a legal nonconforming use.

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

(i) Developer shall pay any and all applicable fees due to any public agency prior to the final issuance of the building permits.

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

(k) Developer shall ensure that all access to the New Digital Billboard and New Static Billboard is kept restricted to the general public to the extent permitted under local laws and by the Development Approvals.

(l) If any portion of the landscaping or painted backing installed adjacent to the New Digital Billboard or New Static Billboard is damaged by the Development or becomes damaged, unhealthy or otherwise in need of replacement, as determined by the City's Director of Planning or his or her designee, Developer shall ensure that the replacement is accomplished within fourteen (14) days of notification by the City, unless such time is extended by the City's Director of Planning or his or her designee if Developer shows unusual circumstances requiring more time to accomplish such replacement. Developer or Owner may trim such landscaping so as not to block the billboards.

(m) Developer shall be required to install all utilities underground in connection with the New Digital Billboard and New Static Billboard in conformance with Ordinance 1036. Developer shall coordinate its work with the requirements of Southern California Edison to achieve the undergrounding of all utilities.

(n) Developer shall comply with all necessary federal National Pollutant Discharge Elimination System (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 the Development.

(p) Prior to final sign off of the building permit for the New Digital Billboard and New Static Billboard, the landscaping or painted backing shall be installed at the Site.

(q) Developer shall comply with State law regarding the limitation of light or glare or such other 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 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 Director of Planning or his or her 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 Officer or designee, Developer shall dim the display to meet these guidelines and further perform a brightness measurement of the display using OAAA standards and provide the City with the results of same within 5 days of the City's complaint.

EXHIBIT C

SITE PLAN

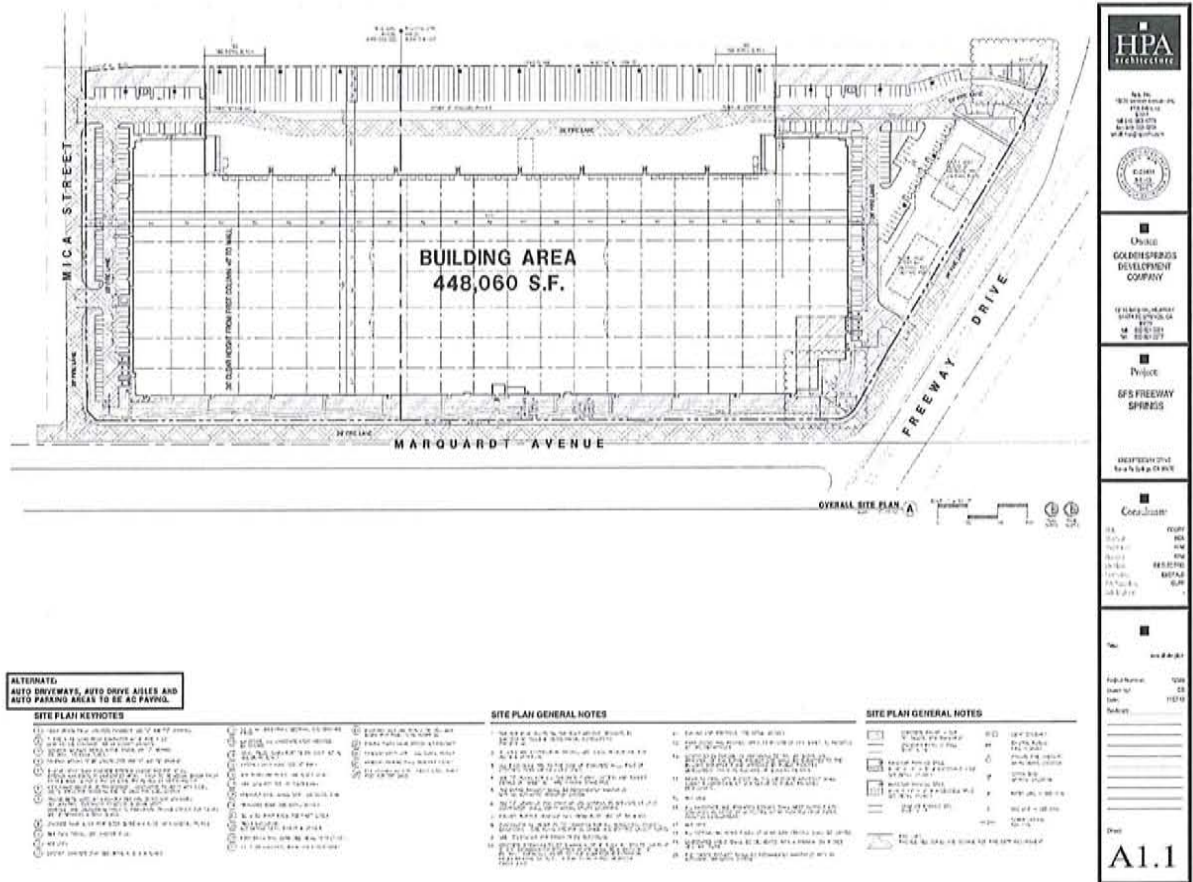


EXHIBIT C

BILLBOARD ELEVATIONS

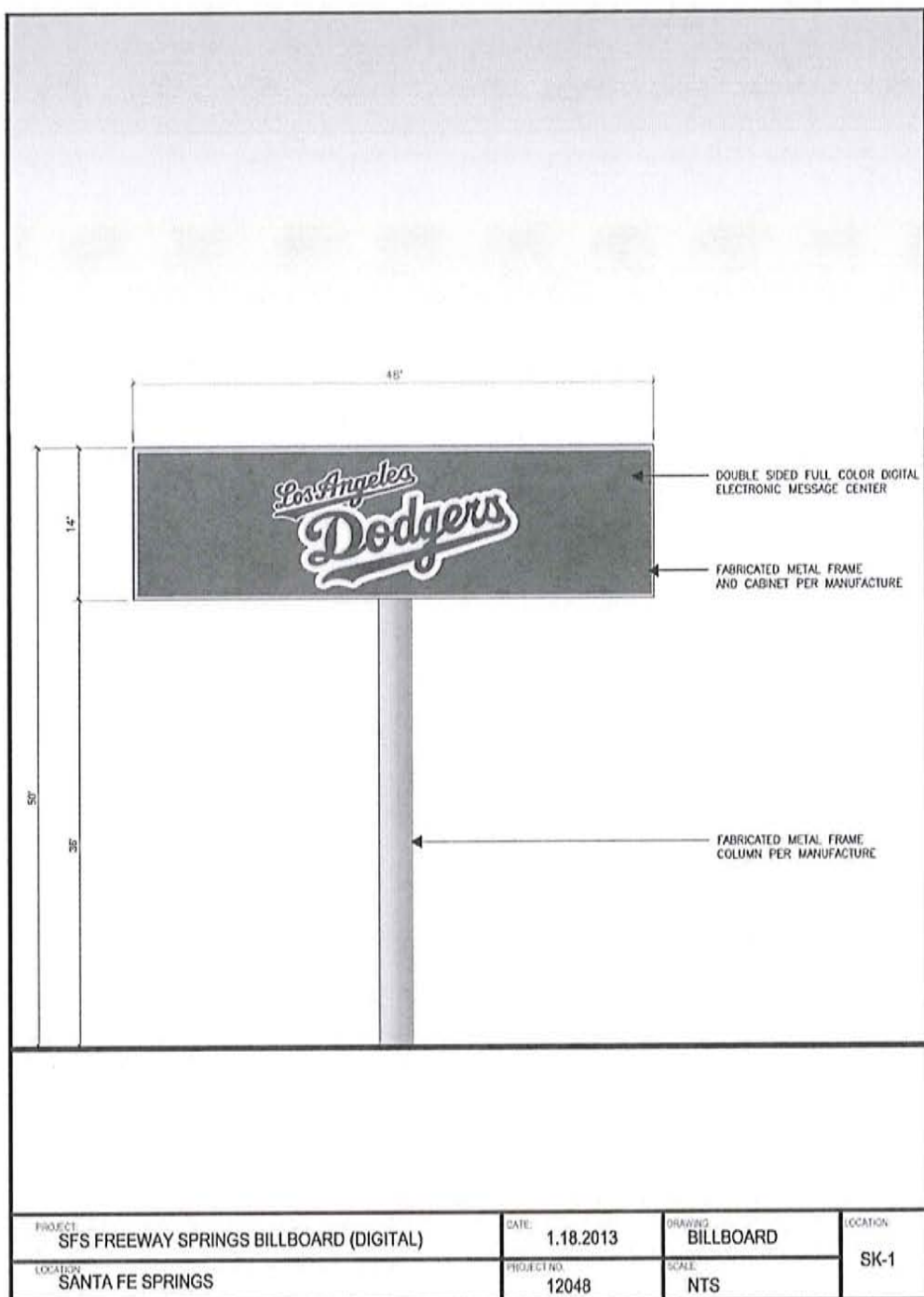


EXHIBIT C

BILLBOARD ELEVATIONS

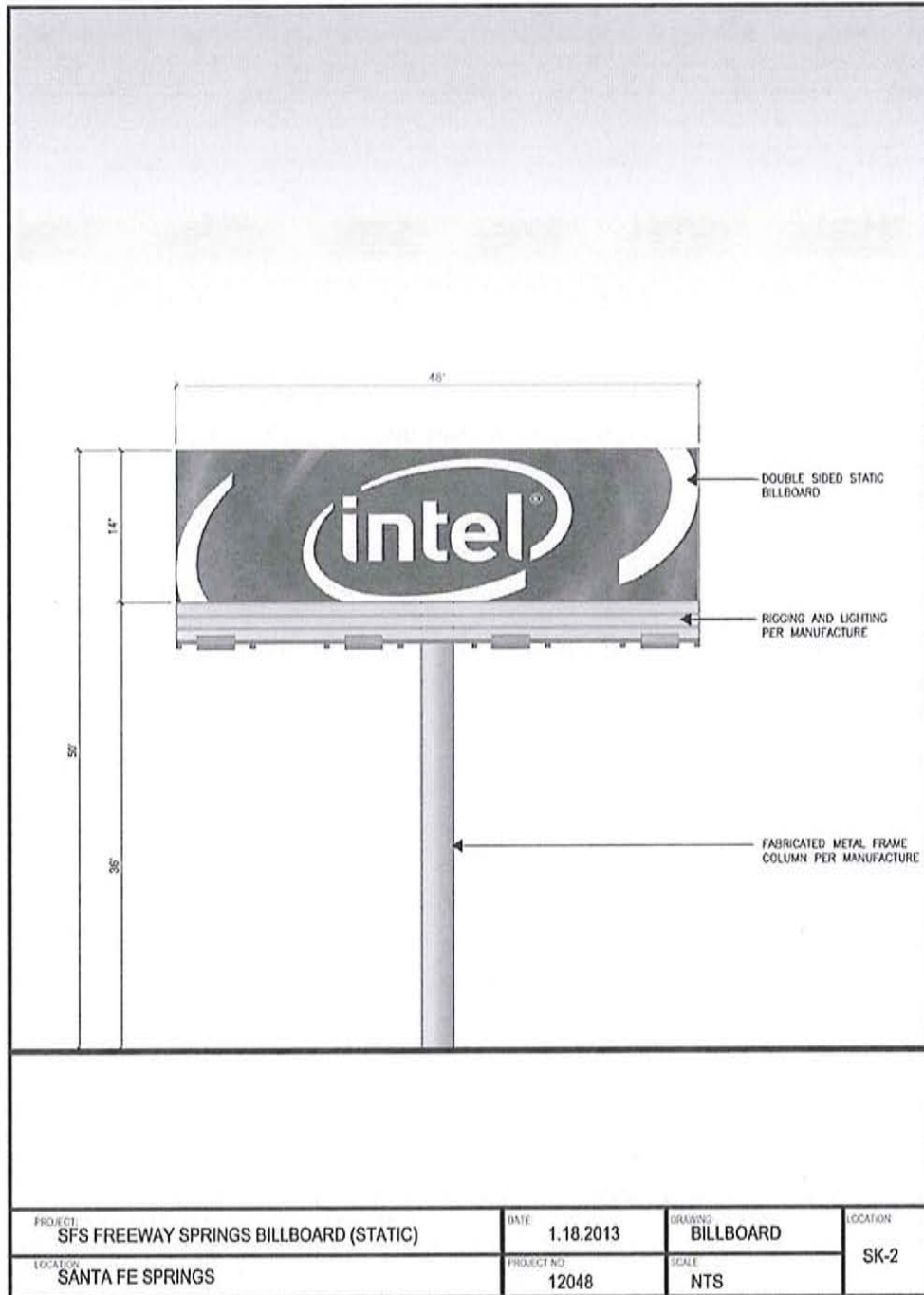


EXHIBIT D

SCHEDULE OF PERFORMANCE

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
1. City's Planning Commission holds public hearing and recommends approval of Agreement and Conditions of Approval	February 12, 2013	Recitals
2. City's City Council holds hearings to approve Agreement and first and second reading of Ordinance	February 14, 2013 (1 st Reading); February 28, 2013 (2 nd Reading), provided Developer has fully executed the Agreement	Recitals
3. Effective Date of this Agreement.	30 days following City Council's second reading of Ordinance, or March 28, 2013	N/A
4. Developer prepares and submits to City working drawings specifications and engineering, the City commences approval process.	Within 120 days of the Council's second reading of the Ordinance approving this Agreement	3.4
5. Developer to provide copy of Caltrans approval to City	Prior to the City's issuance of all necessary permits per No. 6 below	_____
6. City to approve all construction and engineering drawings and specifications with a plan check approval, and issue a building permit.	Within 30 days of City's receipt of Developer's construction drawings and specifications addressing all of City's comments	3.3, 3.4
7. Developer to submit proof of insurance to City.	Prior to commencing any inspections and work on the Development	6.1.2
8. Developer pays City first installment of Development Fee if Developer receives Final Permits	Within 1 year of Developer receiving Final Permits	2.6

ITEM OF PERFORMANCE	TIME FOR PERFORMANCE	REFERENCE
9. Developer pays City second installment and subsequent annual installments of the Development Fee if Developer receives Final Permits.	Beginning within 2 years of Developer receiving Final Permits, and continuing throughout the Term. Each payment occurring at the end of each year of the Term.	2.6
10. Developer pays the Alternative Fee if in excess of the Development Fee.	Within 90 days of the end of each year of the Term	2.7

It is understood that this Schedule of Performance is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and the City. Notwithstanding any extension of the Term in the manner described in, and subject to the provisions of Section 3.5 of the Agreement, the City Manager shall have the authority to approve extensions of time set forth in this Schedule of Performance without action of the City Council, not to exceed a cumulative total of 180 days.



CONSENT AGENDA

Conditional Use Permit Case No. 58-5 and Modification Permit Case No. 648-2

Request for approval of revised development plans to include two new weather-protected storage areas and a modification of property development standards to not provide all of the required off-street parking associated with the proposed project located at 9913 Sorensen Avenue (APN 8168-009-028), in the M-2 (Heavy Manufacturing) Zone, and within the Consolidated Redevelopment Project Area. (Valvoline, Inc.)

RECOMMENDATIONS

Staff recommends that the Planning Commission take the following actions:

1. Find that the proposed project will be harmonious with the adjoining properties and surrounding uses in the area and that the use will be in conformance with the overall purposes and objectives of the Zoning Regulations and consistent with the goals, policies and programs of the City's General Plan.
2. Find that the applicant's Modification Permit request meets the criteria set forth in Section 155.695 of the City's Zoning Regulation for the granting of a Modification.
3. Find that the proposed project is pursuant to and in furtherance of the Redevelopment Plan for the Consolidated Redevelopment Project Area and is within the scope of the Program Environmental Impact Report (EIR) and Final Subsequent EIR which was prepared for said Redevelopment Plan and that no new significant effects could occur or no new mitigation measures or environmental document would be required.
4. Approve Conditional Use Permit Case No. 58-5 and Modification Permit Case No. 648-2, subject to the conditions of approval as stated in the staff report.

PROJECT LOCATION

The subject property is located at the southeast corner of Sorensen Avenue and John Street. The property measures approximately 3.47 acres and is located within the M-2 (Heavy Manufacturing) Zone. The applicant, Valvoline, Inc., currently occupies both the subject property (9913 Sorensen Avenue – APN 8168-009-028) as well as the 2.10 acre parcel immediately south (9520 John Street – APN 8168-009-029).

BACKGROUND

Valvoline, Inc., a division of Ashland, Inc., is a leading marketer, distributor and producer of quality branded automotive and industrial products and services. Valvoline, Inc. currently operates and maintains a lubricating oil, packaging and distribution facility on the subject property. Said activities have occurred on the property since the mid-60s and were permitted by Conditional Use Permit (CUP) Case No. 58. Below are the entitlements associated with the subject property:

Conditional Use Permit (CUP) Case No. 58

A CUP was originally approved in May of 1966 to allow outside aboveground storage of base lubricating oil stocks not to exceed 20,000 barrels. The Planning Commission permitted an increase in the bulk storage capacity in September 1977, from 20,000 barrels (840,000 gallons) to 25,000 barrels (1,050,000 gallons), and in January 1979, from 25,000 barrels (1,050,000 gallons) to 33,571 barrels (1,410,000 gallons). Although, the increased capacity involved the installation of several new tanks, it should be noted that in both instances parking was not identified in the staff reports as being deficient.

In addition, to the approvals for increased storage capacity, the following amendments to the CUP were also granted:

- October 1979 – to allow revised development plans to include a new covered loading dock and truck well; and
- May 1981 – to allow revised development plans to include a new oil loading rack and the re-rout of an overhead conveyor system.

Modification Permit (MOD) Case No. 648

A MOD was originally approved in October of 1979, in conjunction with the proposal for a new covered loading dock and truck well, which resulted in the removal of approximately 27 of the 207 off-street parking spaces. The MOD was subsequently amended in May 1981 in conjunction with the proposal for a new oil loading rack and re-routing of previously approved overhead conveyor system. Unfortunately, the actual impact to off-street parking spaces was not clarified in the 1981 staff report. However, in accordance with the plans submitted and on file for the case, the subject parcel (9913 Sorensen Avenue) should have 107 parking

spaces and the parcel at 9520 John Street should have 82 parking spaces.

Development Plan Approval (DPA) Case No. 520

In addition, to the CUP and MOD, a DPA was also approved in January of 1989 to allow the construction of a 3,600 sq. ft. railroad tanker car unloading facility on the subject property. It should be noted that although the proposed facility did eliminate 24 of the 107 parking spaces identified on the plans for MOD 648, a reconsideration of MOD 648 was not considered in conjunction with this DPA.

Therefore, based on staff's research of the entitlements on file for the subject property, staff concludes that 83 on-site parking spaces should currently be provided and continually maintained.

PROJECT DESCRIPTION

Valvoline, Inc. is proposing to construct two weather-protected storage areas at 9913 Sorensen Avenue (APN 8168-009-028). One area measuring approximately 36' x 44' (1,584 sq. ft.) along the west side of the building that will be used to store between 150 to 200 55-gallon drums of oil additives; and another area measuring approximately 59' x 22'6" (1,334 sq. ft.) along the north side of the building that will be used to store obsolete equipment, empty totes and recycle container materials).

Consistent with the facility improvements made in 1979 and 1981, Valvoline, Inc., is requesting approval to amend the existing Conditional Use Permit (CUP 58) and allow revised development plans to include the two new weather protected storage areas. Since the proposed weather protected storage areas will reduce the number of existing on-site parking spaces from 83 to 62 spaces, an amendment of existing Modification Permit (MOD 648) is also required to allow a further reduction of the existing parking spaces. It should be noted that similar to the previous plans, a portion of the provided parking spaces (33 of the 62 spaces) is shown as RNP (Reserve – Not Provided). The intent is to keep these areas unoccupied with the understanding that they would be striped as necessary.

Current Employee Count for 9313 Sorensen Avenue:

7 warehouse staff + 5 drivers = total of 12 employees

STREETS AND HIGHWAYS

The subject property is located at the southeast corner of Sorensen Avenue and John Street. Sorensen Avenue is designated as a "Secondary Arterial" within the Circulation Element of the City's General Plan, while John Street is a local industrial street.

SURROUNDING ZONING AND LAND USE

The subject property, as well as the surrounding properties to the north, south, east and west are zoned M-2, Heavy Manufacturing with a General Plan land use designation of Industrial. These properties are developed with various industrial type uses, including but not limited to warehouse distribution, manufacturing, and industrial offices.

ENVIRONMENTAL DOCUMENTS

Because the proposed development is located within the Consolidated Redevelopment Project Area for which an Environmental Impact Report (EIR) and Final Subsequent EIR was previously prepared as required by law, further environmental documents are not required if it is determined that the proposed use is:

- 1) Pursuant to, and in furtherance of, the adopted Redevelopment Plan;
- 2) Within the scope of the Program EIR and Final Subsequent EIR which was prepared for said Redevelopment Plan; and
- 3) That no new significant effects could occur or no new mitigation measures or environmental document would be required.

Although the project involves the construction of two new weather-protected storage areas, the additional square footage will not directly affect the existing employee count on the project site. The weather protected storage areas are actually being installed to meet Fire Code requirements. Staff, therefore, finds the subject proposal satisfies the aforementioned criteria.

REQUIRED SHOWING FOR MODIFICATION PERMIT

In accordance, with Section 155.695 of the City's Zoning Regulations, a Modification Permit request by an applicant in non-residential zones may be granted by the Planning Commission if the applicant shows the following conditions apply:

(A) *That the granting of the modification would not grant special privileges to the applicant not enjoyed by other property owners in the area.*

The Planning Commission would not be granting special privileges to the applicant since similar requests have been granted in the past. The chart provided on the following page identifies previous Modification Permits that were granted to allow reductions to the City's parking requirements:

Recent Modification Permit Approvals for Parking Reductions

Case No.	Site Address	Date Approved
MOD 1221	9306 Sorensen Avenue	January 2012
MOD 1222	8201 Sorensen Avenue	November 2011
MOD 1216	10810-10900 Painter Avenue	November 2010
MOD 1144	13539 Freeway Drive	September 2003

(B) That the subject property cannot be used in a reasonable manner under the existing regulations.

To comply with existing regulations, Valvoline, Inc., would not be able to construct the two new weather-protected storage areas since these two areas would otherwise need to be reserved for parking. Since the subject property is being used as a warehouse distribution facility, staff finds that providing parking as required by the City's Zoning Regulations is not crucial in this particular instance given that only 12 employees (7 warehouse staff and 5 drivers) currently work on the subject property.

(C) That the hardship involved is due to unusual or unique circumstances.

Valvoline, Inc.'s existing employee count (12 employees), which is unique to their business, is substantially less than the amount of parking spaces (up to 62) that will be provided for the subject property. Applying the standard industrial use parking requirements would create a hardship since Valvoline, Inc., would be forced to find a new location which would likely require installing costly infrastructure (tanks, loading racks, conveyor system, and railroad tanker car unloading facility) that is already in place on the subject property.

(D) That the modification, if granted, would not be detrimental to other persons or properties in the area nor be detrimental to the community in general.

Granting the Modification Permit request would not be detrimental to other persons, properties in the area, or the community in general. Although, the project involves the construction of two new weather-protected storage areas, there will be no impact to the existing employee count. As a result, granting the Modification Permit will not result in an overflow parking into the adjacent streets and businesses. Nevertheless, to allow the applicant room for growth but also ensure parking does not become an issue, staff has placed a condition (#15) to ensure that there will be a maximum of 26 employees (at peak period) working within the subject building.

Since the proposed site plan shows that up to 62 spaces will be available, staff finds that the proposed request, if granted, would not be detrimental to other persons and/or properties in the area nor be detrimental to the community in general.

STAFF RECOMMENDATION

Based on the existing employee count, at 9313 Sorenson Avenue, staff does not anticipate that parking will become an issue. According to the proposed plans, up to 62 parking spaces will be made available which should be more than enough parking to accommodate the 12 existing employees that work on the subject property.

For the reasons previously mentioned, staff finds that the proposed project and related parking deficiencies are warranted and thus will not be detrimental to adjoining properties and/or persons. Staff is therefore recommending approval of Conditional Use Permit Case No. 58-5 and Modification Permit Case No. 648-2, subject to the conditions of approval as stated in the staff report.

CONDITIONS OF APPROVAL

ENGINEERING / PUBLIC WORKS DEPARTMENT:

(Contact: Noe Negrete 562-868-0511 x7611)

1. That the owner/developer shall remove the three existing concrete driveways on Sorensen Avenue and reconstruct full width concrete sidewalk to join adjacent sidewalk. The existing curb and gutter shall be removed and replaced to reflect full curb heights to match adjacent curb and gutter.
2. That adequate "on-site" parking shall be provided per City requirements and streets (Sorensen Avenue and John Street) abutting the development shall be posted "No Stopping Any Time." The City will cause the offsite signs to be installed. The owner shall pay the actual cost of sign installation.

WASTE MANAGEMENT:

(Contact: Teresa Cavallo 562-868-0511 x7309)

3. That the applicant shall comply with Section 50.51 of the Municipal Code which prohibits any business or residents from contracting any solid waste disposal company that does not hold a current permit from the City.
4. That all projects over \$50,000 are subject to the requirements of Ordinance No. 914 to reuse or recycle 75% of the project waste. Contact the Recycling Coordinator, Teresa Cavallo at (562) 868-0511 x7309.

POLICE SERVICES DEPARTMENT:

(Contact: Phillip De Rousse 562-868-0511 x3319)

5. That the applicant shall submit and obtain approval of a proposed lighting (photometric) and security plan for the property from the City's Department of Police Services. The photometric plan shall be designed to provide adequate lighting (minimum of 1 foot candle power) throughout the subject property. Further, all exterior lighting shall be designed/installed in such a manner that light and glare are not transmitted onto adjoining properties in such concentration/quantity as to create a hardship to adjoining property owners or a public nuisance. The photometric and security plans shall be submitted to the Director of Police Services no later than sixty (60) day from the date of approval by the Planning Commission.
6. That in order to facilitate the removal of unauthorized vehicles parked on the property, the applicant shall post, in plain view and at each entry to the property, a sign not less than 17" wide by 22" long. The sign shall prohibit the public parking of unauthorized vehicles and indicate that unauthorized vehicles will be removed at the owner's expense and also contain the California Vehicle Code that permits this action. The sign shall also contain the telephone number of the local law enforcement agency (Police Services Center (562) 409-1850). The lettering within the sign shall not be less than one inch in height. The applicant shall contact the Police Services Center for an inspection no later than 30 days after the project has been completed and prior to the occupancy permit being issued.

DEPARTMENT OF FIRE – RESCUE (FIRE PREVENTION DIVISION):

(Contact: Mike Crook 562-868-0511 x3701)

7. That interior gates or fences are not permitted across required Fire Department access roadways unless otherwise granted prior approval by the City Fire Department.
8. That if on-site fire hydrants are required by the Fire Department, a minimum flow must be provided at 2,500 gpm with 1,500 gpm flowing from the most remote hydrant. In addition, on-site hydrants must have current testing, inspection and maintenance per California Title 19 and NFPA 25.
9. That the standard aisle width for onsite emergency vehicle maneuvering shall be 26 feet with a minimum clear height of 13 feet 6 inches. Internal driveways shall have a turning radius of not less than 52 feet. The final location and design of this 26 feet shall be subject to the approval of the City's Fire Chief as established by the Uniform Fire Code. A request to provide emergency

vehicle aisle width less than 26 feet shall be considered upon the installation/provision of mitigation improvements approved by the City's Fire Chief.

10. That prior to submitting plans to the Building Department or Planning Commission, a preliminary site plan shall be approved by the Fire Department for required access roadways and on-site fire hydrant locations. The site plan shall be drawn at a scale between 20 to 40 feet per inch. Include on plan all entrance gates that will be installed.
11. That Knox boxes are required on all new construction. All entry gates shall also be equipped with Knox boxes or Knox key switches for power-activated gates.
12. That signs and markings required by the Fire Department shall be installed along the required Fire Department access roadways.

PLANNING AND DEVELOPMENT DEPARTMENT:
(Contact: Cuong Nguyen at 562-868-0511 x7359)

13. That the privileges granted hereunder are for the sole use by Valvoline. Should Valvoline, Inc., transfer, sell, or vacate the premises, the subject weather protected storage areas shall be fully removed with an approved Demolition Permit and the area re-stripe for parking purposes.
14. That prior to vacating the premises, Valvoline, Inc., shall provide a 90-day advance notice to the Director of Planning of its intent to vacate the property.
15. That there shall be a maximum of 26 employees total (at peak period) working within the subject building at 9913 Sorensen Avenue.
16. That the subject site shall be maintained in accordance with the updated site plan submitted by the applicant and on file with the case. More importantly, the off-street parking shall be maintained as shown on the site plan. Said parking area shall not be used for outdoor storage at any time without prior approval from the Planning Commission.
17. That Valvoline, Inc., shall not allow commercial vehicles, trucks and/or truck tractors to queue on John Street and/or Sorensen Avenue, use said streets as a staging area, or to backup onto either street from the subject property.
18. That Valvoline, Inc., shall replace the existing screen fence and thereafter provide vines that will eventually cover the provided screen.

19. That the proposed canopy structure along John Street shall be located as close to the existing building as the Building Code will allow without triggering the need for Fire Sprinklers. Said canopy shall be designed to blend in with the existing building.
20. That notwithstanding the height of the canopy structure, the storage of materials shall not be permitted above the height of the existing perimeter fence unless a line-of-sight is provided to show that said storage will remain properly screened from view.
21. That prior to Building Department final on the proposed structures, the applicant shall remove all unused driveways along John Street and Sorensen Avenue and replace with curb and gutter with the remaining area provided with turf and tree(s).
22. That prior to Building Department final on the proposed structures, the applicant shall fill-in all unused loading doors along John Street and Sorensen Avenue and subsequently paint to match color of the building.
23. That the entire building shall be re-painted within 90 days from the date of approval by the Planning Commission.
24. That the applicant shall obtain all the necessary Building Permits and approvals from the Building, Planning, Engineering and Fire Department.
25. That the applicant shall be responsible for reviewing and/or providing copies of the required conditions of approval to his/her architect, engineer, contractor, tenants, etc. Additionally, the conditions of approval contained herein, shall be made part of the construction drawings for the proposed development. ***Construction drawings shall not be accepted for Plan Check without the conditions of approval incorporated into the construction drawings.***
26. That pursuant to Section 35.095 (4a and b) of the Municipal Code, all general contractors and sub-contractors, prior to the start of any work related to the subject project, shall obtain a business license from the City of Santa Fe Springs. A copy of the said business license certificate shall be submitted to the general contractor and maintained at the project site at all times. Contact Cecilia Pasos, Business License Clerk, at (562) 868-0511, extension 7527, to obtain a business license application or one can be downloaded at www.santafesprings.org

27. That all other applicable requirements of the City's Zoning Regulation, Property Maintenance Ordinance, Los Angeles County Building Code, Fire Code and all other applicable regulations shall be complied with.
28. That Conditional Use Permit (CUP) Case No. 58-5 and Modification Permit (MOD) case No. 648-2 shall not be effective for any purpose until the applicant has filed with the City of Santa Fe Springs an affidavit stating he/she is aware of and accepts all of the required conditions of approval.
29. That the applicant, Valvoline, Inc., agrees to defend, indemnify and hold harmless the City of Santa Fe Springs, its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City or any of its councils, commissions, committees or boards concerning Conditional Use Permit (CUP) Case No. 58-5 and Modification Permit (MOD) case No. 648-2, when action is brought within the time period provided for in the City's Zoning Ordinance, Section 155.865. Should the City, its agents, officers or employees receive notice of any such claim, action or proceeding, the City shall promptly notify the owner/developer of such claim, action or proceeding, and shall cooperate fully in the defense thereof.
30. That all other applicable previous conditions of approval imposed with the granting of Conditional Use Permit Case No. 58 and Modification Permit Case No. 648 shall be complied with.
31. It is hereby declare to be the intent that if any provision of this Permit is violated or held to be invalid, or if any law, statute or ordinance is violated, the Permit shall be void and the privileges granted hereunder shall lapse.

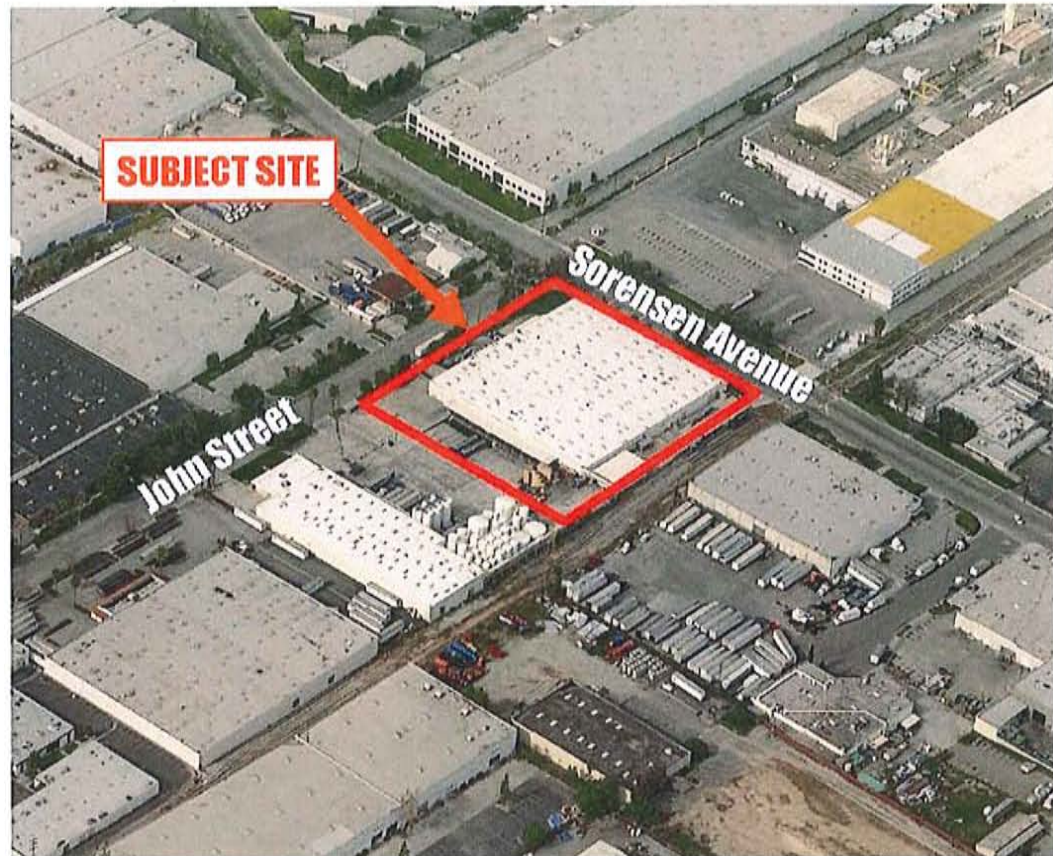

Wayne M. Morrell
Director of Planning

Attachment(s)

1. Aerial Photograph
2. Proposed Site Plan
3. Typical Elevations
4. Typical Section
5. Line-of-Sight Drawing
6. MOD application

C:\Cuong\Cases\Aug.12-Aug.13\RCUP 58 and RMOD 648 - Valvoline\RCUP58&RMOD648_StaffReport.doc

Aerial Photograph



9913 Sorensen Avenue (APN: 8168-009-029)

Conditional Use Permit Case No. 58-5 and
Modification Permit Case No. 648-2

Valvoline



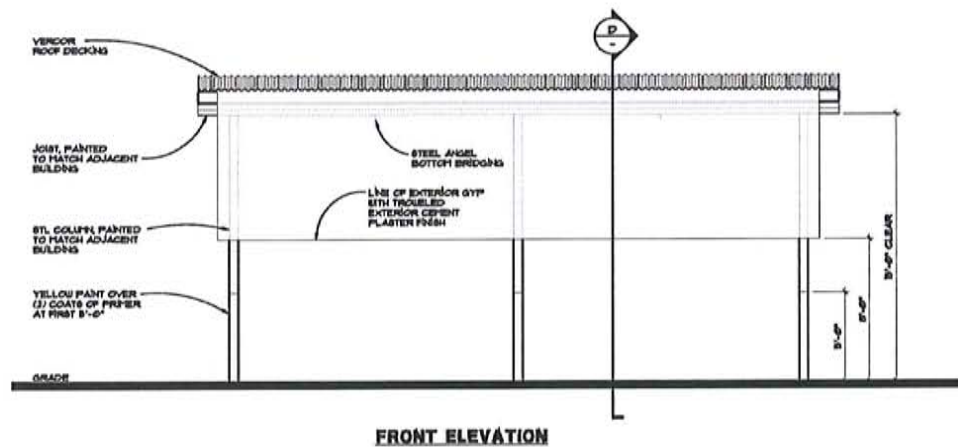
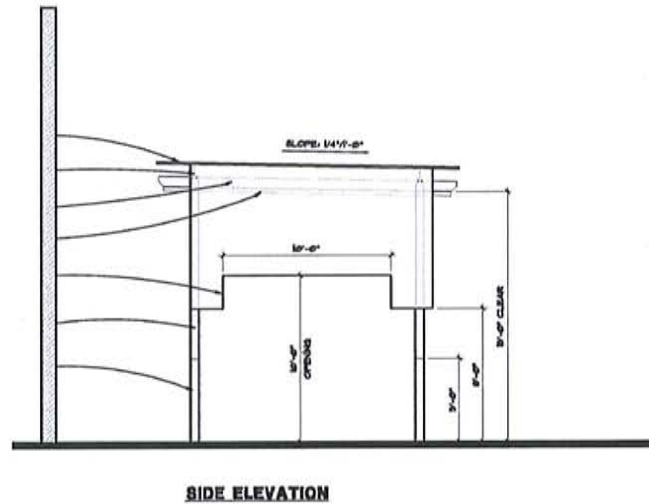
PARKING INFORMATION:

EXISTING PARKING	
NEW STANDARD PARKING	21 STALLS
NEW STANDARD PARKING (RESERVED NOT PROVIDED)	24 STALLS
NEW COMPACT PARKING (RESERVED NOT PROVIDED)	9 STALLS
NEW MEDICAL PARKING	1 STALL
EXISTING VAN ACCESSIBLE MEDICAL PARKING	1 STALL
TOTAL PARKING	65 STALLS

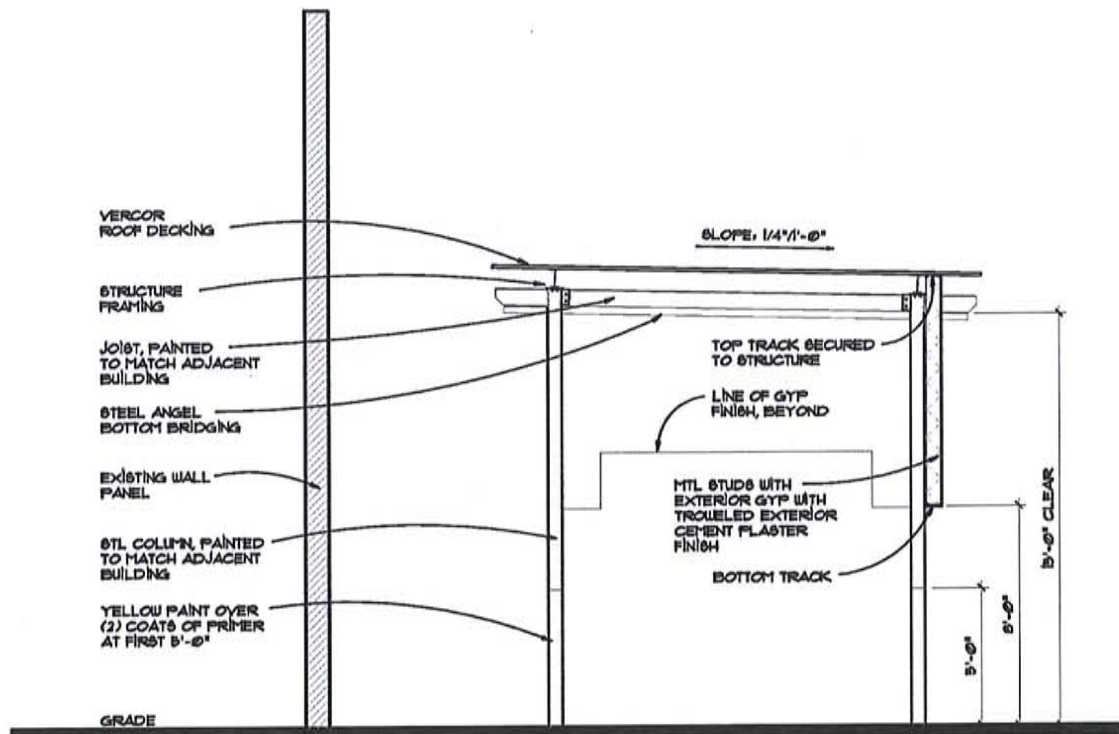
NEW SITE PLAN
SCALE = 1" = 50'-0"



Typical Elevations



Typical Section



D

TYPICAL SECTION

SCALE - 1/4" = 1'-0"

[illegible]

C **LINE OF SIGHT**
SCALE - 1/8" = 1'-0"

MOD Application



City of Santa Fe Springs
Application for
MODIFICATION PERMIT (MOD)

MOD 1220
RECEIVED
APR 26 2011
Planning Dept.

The Undersigned hereby petitions for a Modification of one or more property development requirements of the Zoning Ordinance.

Location of property (ies) involved (Provide street address or if no address, give distance from nearest street intersection):

9313 SCREENS AVE
SANTA FE SPRINGS, CA 90670

Legal description of property: SEE THE ATTACHED LEGAL DESCRIPTION

Record Owner of Property:

Name: DAVID J. BOONE Phone No: (562) 906-6205

Mailing Address: 9520 JOHN STREET, SANTA FE SPRINGS, CA 90670

Fax No: (562) 906-6299 E-mail: DJBOONE@ASHLAND.COM

The application is being filed by:

☒ Record Owner of the Property
☒ Authorized Agent of the Owner
(Written authorization must be attached to application)

Status of Authorized Agent (engineer, attorney, purchaser, lessee, etc.):

ARCHITECT - (562) 595-7032: TOM CALVERT

Describe the modification requested: PARKING MODIFICATION IS REQUESTED
BASED ON THE NUMBER OF EMPLOYEES RATHER THAN BUILDING AREA
AND PARKING RATIOS.

NOTE

This application must be accompanied by the filing fee, detailed plot plan, and other data specified in the form entitled "Information on Modification of Property Development Standards"

MOD Application (Cont.)

MOD Application
Page 2 of 3

JUSTIFICATION STATEMENT

BEFORE A MODIFICATION CAN BE GRANTED, THE PLANNING COMMISSION MUST BE SATISFIED THAT ALL OF THE FOLLOWING CONDITIONS APPLY. YOUR ANSWERS SHOULD JUSTIFY YOUR REQUEST FOR A MODIFICATION

JUSTIFICATIONS TO NO. 1 & 2 ARE REQUIRED FOR RESIDENTIALLY ZONED PROPERTIES:

1. Explain how the modification request, if granted, will allow you to utilize your house in a more beneficial manner. N/A
2. Explain how the modification request, if granted, will not be detrimental to the property of others in the area. N/A

JUSTIFICATIONS TO NOS. 3-6 ARE REQUIRED FOR PROPERTIES OTHER THAN RESIDENTIAL:

3. Explain why the subject property cannot be used in a reasonable manner under the existing regulations. THE EXISTING BUILDING WAS CONSTRUCTED PRIOR TO CURRENT PARKING STANDARDS & REQUIREMENTS; THEREFORE A MODIFICATION IS REQUESTED FOR RELIEF FROM MEETING THOSE STANDARDS.
4. Explain the unusual or unique circumstances involved with the subject property which would cause hardship if compliance with the existing regulations is required. ANY BUILDING PERMIT APPLICATION THAT IS SUBMITTED REQUIRES REVIEW OF THE PLANNING DEPARTMENT, AND PARKING FOR THE FACILITY IS REVIEWED AND FOUND TO BE INADEQUATE, THEREBY PREVENTING PERMITS FROM BEING APPROVED.
5. Explain how the approval of the requested modification would not grant special privileges which are not enjoyed by other property owners in the area. OTHER PROPERTIES WHICH WERE DEVELOPED UNDER THE CURRENT STANDARDS CAN EASILY COMPLY. THIS PROPERTY AND OTHERS LIKE IT CANNOT. THEY HAVE BEEN CAUSED TO BECOME LEGAL NONCONFORMING BY THE IMPLEMENTATION OF DEVELOPMENT STANDARDS AFTER THE FACT.
6. Describe how the requested modification would not be detrimental to other persons or properties in the area, nor to the public welfare in general. THIS FACILITY IS USED FOR WAREHOUSE STORAGE AND IS OCCUPIED BY ONLY THIRTEEN EMPLOYEES. THE OWNER WILL PROVIDE PARKING SPACES BASED ON OCCUPANT/EMPLOYEE COUNT (13) SO THAT THERE ISN'T A DETRIMENT CAUSED TO THE ADJACENT PROPERTIES. FURTHERMORE, THE ATTACHED PLAN DEMONSTRATES THAT ADDITIONAL PARKING STALLS CAN BE PROVIDED BEYOND THE EMPLOYEE COUNT.

MOD Application (Cont.)

MOD Application
Page 3 of 3

PROPERTY OWNERS STATEMENT

We, the undersigned, state that we are the owners of all of the property involved in this petition
(Attach a supplemental sheet if necessary):

Name (please print): David J. Boone
Mailing Address: 9520 JOHN STREET SANTA FE SPRINGS, CA 90670
Phone No: 562-906-6205
Fax No: 562-906-6299 E-mail: dj.boone@ashland.com
Signature: David J. Boone

Name (please print): _____
Mailing Address: _____
Phone No: _____
Fax No: _____ E-mail: _____
Signature: _____

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

I, THOMAS A. CALVERT, being duly sworn, depose and say that I am
the petitioner in this application for a Modification Permit, and I hereby certify under penalty of
law that the foregoing statements and all statements, maps, plans, drawings and other data
made a part of this application are in all respects true and correct to the best of my knowledge
and belief.

Signed: Thomas A. Calvert
(If signed by other than the Record Owner, written
authorization must be attached to this application)

On _____ before me, _____,
personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal

SEE ATTACHED

Notary Public

FOR DEPARTMENT USE ONLY
CASE NO: MOD 1220
DATE FILED: 7/26/2011
FILING FEE: \$ 1,140.00
RECEIPT NO: _____
APPLICATION COMPLETE? _____

04-26-11 1010196 CHECK 1140.00