

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

January 25, 2022

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item: None

S u p p l e m e n t a l I t e m (s)

- S34A. **County Executive Office - Acting as the Board of Supervisors and Orange County Flood Control District** - Consider second reading and adoption of "An Ordinance of the County of Orange, California, Creating Article 5 of Division 7 of Title 2 of the Codified Ordinances of the County of Orange, Adding thereto Sections 2-7-40 through 2-7-42 Providing for Commercial Advertising on County and Flood Control District Property" - All Districts (Continued from 1/11/22, Item 28)
- S34B. **Chairman Chaffee and Supervisor Bartlett** - Adopt resolution recognizing National Trafficking and Modern Slavery Prevention Month, 1/1/22 - 2/1/22, culminating in observance on February 1, 2022 of National Freedom Day
- S34C. **OC Community Resources - Acting as the Orange County Housing Authority** - Housing and Community Development Commission - Appoint James Mai, Irvine, to complete term ending 6/30/22

2-7-40 through 2-7-42 providing for Commercial Advertising on County and Flood Control District Property.”

5. Order further reading of the Ordinance be waived.
6. Direct Ordinance be placed on the agenda of the next regularly scheduled Board meeting for adoption.
7. At the next regularly scheduled Board meeting, consider the matter, and adopt the Ordinance providing for the regulation and sale of commercial advertising space on County and Orange County Flood Control District property for the intent of raising revenue.

SUMMARY:

Adoption of a Resolution removing the restrictions from advertisements being placed on Orange County Flood Control District property and approval of conveyance of an Air Rights Easement Deed will allow for the development of a billboard providing public benefits to the City of Fullerton; and introduction of an Ordinance creating Article 5 of Division 7 of Title 2 of the Codified Ordinances of the County of Orange, adding thereto Sections 2-7-40 through 2-7-42, will provide for commercial advertising on County and Orange County Flood Control District property and promote future revenue opportunities for the County and Orange County Flood Control District.

BACKGROUND INFORMATION:

On February 23, 1960 and July 5, 1960, the Board of Supervisors (Board) of the Orange County Flood Control District (District) adopted Resolutions No. F60-23 and No. F60-65 (Attachments A and B), respectively, which resolved that no outdoor advertising signs be permitted, nor shall any leases, permits or other rights be granted for the establishment of outdoor advertising on District lands, easements or right of way. Over the years these resolutions have restricted District and County staff from exploring opportunities for outdoor advertising and working with Supervisors to explore these opportunities. Based on the below, County Executive Office Real Estate (CEO Real Estate) is proposing to rescind these resolutions. Any outdoor advertising will require Board approval, so the mere rescission of the resolutions will not result in any outdoor advertising on District or County property without further Board consideration and approval.

Proposed Billboard over District Channel in Fullerton

On August 18, 2020, Fullerton City Council adopted Ordinance No. 3287 which allows consideration of freeway-oriented electronic billboards along State Route 57 (SR-57) and State Route 91 (SR-91). This ordinance adopted definitions, review procedures, approval processes and applicable development standards via an amendment to the Fullerton Municipal Code (FMC) Chapter 15.49 pertaining to the regulation and permitting of freeway-oriented electronic billboards. Pursuant to Fullerton Municipal Code Section 15.49.120, the City of Fullerton (City) may permit freeway-oriented electronic billboards subject to the requirements contained in the FMC with the review and approval of a Conditional Use Permit and a Development Agreement.

The firm General Outdoor Advertising (GOA) has entered into a lease agreement with the property owner at 303 North Placentia Avenue, Fullerton (Property) for the proposed development of a freeway-oriented

electronic billboard (Billboard) within the parking lot of the Property and extending over the District's Placentia Storm Channel (Channel). The Property is located directly east of SR-57, south of Chapman Avenue and consists of a commercial office building built in 1972 with a small parking lot. The Property is within an urban area and is surrounded by other commercial properties.

The proposed Billboard will feature a modern design, with blue, white and orange accents and feature "City of Fullerton" at the top of the sign and display the City's logo on the support structure. According to plans, the proposed Billboard is to be 66 feet, six inches in overall height and will provide two electronic displays (currently LED technology) that are 14 feet by 48 feet in a V-shape configuration and visible from both directions of traffic along SR-57 and surrounding public streets. The overall size and height are consistent and similar in size to existing billboards in the surrounding area at Cal State Fullerton and in the City of Placentia. The proposed Billboard will extend approximately 18 feet, eight inches over the Channel and will be elevated 50 feet above grade. OC Public Works reviewed the proposed Billboard plans, which are attached hereto as Attachment C, and determined the proposed Billboard would be compatible with its maintenance and operations on the Channel.

On April 30, 2021, GOA received preliminary approval of the Billboard from the California Department of Transportation (Caltrans). On May 26, 2021, the City Planning Commission held a public hearing and unanimously recommended City Council approval of the Billboard, including a Conditional Use Permit and Development Agreement. On July 6, 2021, Fullerton City Council adopted Resolution No. 2021-48 approving a Conditional Use Permit for the Billboard and introduced Ordinance No. 3300 approving a Development Agreement for the Billboard, which was later adopted on July 20, 2021. An executed copy of Resolution No. 2021-48 and the Development Agreement are attached as hereto as Attachments D and E, respectively.

The Development Agreement, which has a 30-year term plus options to extend for two, five-year periods for a total of 10 additional years, memorializes operational and maintenance requirements for the Billboard. The Development Agreement also provides GOA with assurance that the development of the Billboard may proceed subject to the rules and regulations in effect at the time of Billboard approval and provides the City with assurance that certain obligations, including public benefit, by GOA will be met. Public benefit includes an annual public benefit fee payable by GOA to the City in the sum of the greater of \$75,000 each calendar year or twelve percent of the gross receipts, less agency commissions, generated by the Billboard. As another public benefit, GOA has agreed to provide the City a portion of the Billboard's total available display time to allow the City to present public service messages and public safety alerts. GOA has also agreed to provide area within the Billboard structure to provide conduit within the sign structure for any potential future closed-circuit television (CCTV) capabilities. Per Section 5.3 of the Development Agreement, GOA voluntarily covenants and agrees for itself, its successors and assigns, to prohibit advertising displayed on the digital display area for adult-oriented businesses or tobacco products.

The Billboard must also comply with State law regarding any limitations of light or glare and other standards under the Outdoor Advertising Act. The Billboard will need final review and approval from Caltrans which considers the health, safety and general welfare of those traveling along state roadways and freeways. The proposed Billboard would not create a hazard as it must adhere to all Caltrans regulations for placement, reflection and visibility.

Air Rights Easement Deed

The City and GOA approached the District and County regarding the proposed Billboard and about GOA acquiring the necessary rights for its Billboard to occupy air space above the Channel. In response, CEO Real Estate negotiated the proposed Air Rights Easement Deed (Attachment F) with GOA, which upon

Board approval will allow GOA to obtain issuance of a building permit from the City. The Air Rights Easement Deed provides GOA with a non-exclusive, non-perpetual air rights easement for the operation, occupancy and use of Billboard overhang on, in and through a portion and volume of the air space above the Channel. The term of Air Rights Easement Deed shall commence on the date that District confirms receipt, as memorialized in writing to GOA, that GOA has provided proof of all entitlements for development of the Billboard and shall terminate at the end of the thirtieth year after commencement or upon termination of the Development Agreement, whichever is earlier, unless otherwise terminated earlier or extended in accordance with the terms therein.

Pursuant to the Air Rights Easement Deed between GOA and District, GOA shall pay District both a one-time, non-refundable Air Rights Easement Fee in the amount of \$10,000 and a one-time administrative fee in connection with the negotiation and processing of the Air Rights Easement Deed in the amount of \$1,500. Board approval of the Air Rights Easement Deed first requires that the Board rescind existing Resolutions No. F60-23 and No. F60-65 that prohibit outdoor advertising signs and the granting of rights for the establishment of outdoor advertising on District lands, easements or right of way.

Resolution and Ordinance

The Resolution (Attachment G) proposed for Board adoption would rescind Resolutions No. F60-23 and No. F60-65 and any other previous resolutions that conflict with the intent and purpose of the proposed Resolution. The proposed Resolution would find that the sale of outdoor advertising space on County and District real and personal property may be used to raise revenue to provide for basic and essential public services, would require any use of District property for advertising be consistent or compatible with flood control purposes and would require any approval of advertisement on County and District property shall comply with the provisions of the Outdoor Advertising Act and any applicable Orange County Codified Ordinances. Government Code 26109 (Attachment H) authorizes the Board to establish an Ordinance which would provide for and regulate the sale of advertising space on County real and personal property for the purpose of generating revenue. Orange County Flood Control Act, Water Code Appendix section 36-2(b)(4) (Attachment I), authorizes the District to, *inter alia*, sell, lease, exchange, or dispose of real or personal property. As authorized by these statutes, CEO Real Estate is introducing a proposed Ordinance (Attachment J) providing for the regulation and sale of commercial advertising space on County and District property for the intent of raising revenue. Adoption of the proposed Resolution and Ordinance will provide for future revenue opportunities for the County and District. Any such opportunities will require further Board consideration and approval.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County or District to a definite course of action in regard to a project since it includes adoption of a Resolution removing the restrictions from advertisements being placed on District property, approval for the conveyance of an Air Rights Easement Deed which would allow for the development of a billboard providing public benefits to the City of Fullerton and introduction of an Ordinance providing for commercial advertising on County and District property. Pursuant to Fullerton Municipal Code Section 15.49.12 the City may permit freeway-oriented electronic billboards subject to the requirements contained in the FMC with the review and approval of a Conditional Use Permit and a Development Agreement by the City. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

The Resolution and Ordinance are intended to facilitate future revenue generation for the County and District. Revenue will be absorbed in Fund 400, OC Flood, FY 2021-22 Budget for one-time, non-refundable Air Rights Easement Fee in the amount of \$10,000 and a one-time administrative fee in the amount of \$1,500. This revenue was unknown at the time of the FY 2021-22 budget development.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works

ATTACHMENT(S):

Attachment A - Resolution No. F60-23 (February 23, 1960)

Attachment B - Resolution No. F60-65 (July 5, 1960)

Attachment C - Billboard Plans

Attachment D - City of Fullerton Resolution No. 2021-48

Attachment E - Development Agreement

Attachment F - Air Rights Easement Deed

Attachment G - Resolution

Attachment H - Government Code Section 26109

Attachment I - Orange County Flood Control Act, Water Code Appendix Section 36-2

Attachment J - County of Orange Codified Ordinance

Attachment K - Real Property Conveyance Questionnaire

Billboard Plans



SITE ADDRESS: 303 N. Placentia Avenue, Fullerton, CA 92831

APPLICANT: General Outdoor Advertising
 Tim Lynch
timlynch@generaloutdoor.com



PLANS PREPARED BY: YESCO
 Kerry Alcantara
kalcantara@yesco.com

10235 Bellegrave Ave.
 Jurupa Valley, CA 91752
 909-923-7668

SHEET INDEX

- T-24 T-24 Energy Calculations OLTG Forms
- SP 1 Site Plan - Aerial View
- SP 2 Site Plan
- DSN 1.0 Sign Specifications
- DSN 1.1 Sign - North Elevation / Night View
- DSN 2.0 Flood Control - Sign Location
- DSN 3.0 Existing Site Photo - Sign Location
- DSN 4.0 Electrical / Single Line Diagram
- DSN 5.0 Electrical for Edison

Separate Attachments:

- E1 Engineering for Billboard Structure (RMG Outdoor Inc.)
- S1 Engineering for Signage on Billboard Structure (YESCO Engineering)
- S2 Engineering for Signage on Billboard Structure (YESCO Engineering)
- Soils Report

GENERAL NOTES

All work shall comply with 2019 Edition of CCR Title 24;
 2019 California Building Code
 2019 California Mechanical Code
 2019 California Plumbing Code
 2019 California Electrical Code
 2019 California Fire Code
 2019 Title 24 Energy Efficiency Standards
 CBC 1.8.3, LMMC 14.10.010

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

NOTE: CUSTOMER TO PROVIDE TITLE 24 COMPLIANT SIGN LIGHTING CONTROLS (AUTOMATIC TIME SWITCH / PHOTO CELL)
 CUSTOMER TO PROVIDE PRIMARY POWER TO SIGN LOCATION(S)

DEDICATED SIGN CIRCUITS



LOS ANGELES DIVISION
 10235 Bellegrave Avenue, Jurupa Valley, CA 91752
 Telephone: (909) 923-7668, Fax: (909) 923-5015
www.yesco.com
 CALIFORNIA CONTRACTOR LICENSE NO. 980698

CLIENT INFORMATION

Name: City of Fullerton
 General Outdoor
 Address: 303 N. Placentia Ave.
 Fullerton, CA 92831
 Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

REVISIONS

- Date: 01/22/21 By: KERRY
 - ▶ Added dimensions / notes per city comments
 - ▶ Added back elevation
- Date: 03/09/21 By: KERRY
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 - ▶ Removed one option
- Date: 06/16/21 By: KERRY
 - ▶ Used straight pole cover
 - ▶ Updated all plans accordingly

CUSTOMER APPROVAL

ACCEPTED WITH NO CHANGES
 ACCEPTED WITH CHANGES AS NOTED
 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) _____ (Date) _____
 (Title) _____

PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____
 (Production Mgr. Signature) _____ (Date) _____

ART OPY-34442 R10

Sheet **CV**

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This drawing was created to assist you in visualizing our proposal. The original class herein are the property of YESCO SIGNS, LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO. See your sales representative or call the nearest office of YESCO.

Colors represented in this drawing are for presentation only. They cannot match actual processes being used on finished products. All subcontractors can reference manufacturer's color charts at your request.
 Cost of providing necessary wiring to sign area is not included in this sign proposal.

CERTIFICATE OF COMPLIANCE NRCC-LTS-01-E
 (Page 1 of 5)
 Sign Lighting
 Project Name: GENERAL OUTDOOR BILL BOARD Date Prepared: 9/24/20

Project Address: **303 N. Placentia Avenue, Fullerton, CA 92831**

Location of Sign Outdoor Signs Indoor Signs
 Phase of Sign Construction New Signs Sign Alterations
 Type of Lighting Control New Lighting Controls Replaced Lighting Controls Not Installing Lighting Controls

This Certificate of Compliance includes the following components (check all that apply)
 Mandatory Measures (Lighting Controls) Maximum Allowed Lighting Power Specific Lighting Sources

1. Mandatory Sign Lighting Controls

NOTES:

- The same responsible person may install both the sign lighting power and the sign lighting controls, or a different responsible person may install the sign lighting controls than the responsible person installing the sign lighting power.
- The Mandatory Measures (sign lighting controls) are required for compliance with the sign lighting Standards. If the person responsible for installing the sign lighting power is not also responsible for the sign lighting controls, then the owner of the sign, general contractor, or architect shall be responsible to have the sign lighting controls installed.
- If more than one person has responsibility for compliance, each responsible person shall prepare and sign a Certificate of Compliance and an Installation Certificate applicable to the portion of construction for which they are responsible; alternatively, the person with chief responsibility for construction shall prepare and sign the Certificate of Compliance Declaration Statement for the entire construction.

1a. Statements of Responsibility: Any person signing the Certificate of Compliance Declaration Statement on this NRCC-LTS-01-E shall complete Part 1a. Check Yes or No for all of the following statements:

- I have responsibility for installing the sign lighting controls
 Yes, complete parts 1a and 1b of this form No, complete part 1a of this form
- There are no existing sign lighting controls and I will be installing compliant sign lighting controls
 Yes No
- There are no existing sign lighting controls and someone else will be responsible to install compliant sign lighting controls
 Yes No
- There are existing sign lighting controls that do not comply with the applicable provision of §110.9 and §130.3 and I will be installing compliant sign lighting controls
 Yes No
- There are existing sign lighting controls that do not comply with the applicable provision of §110.9 and §130.3 and someone else will be responsible to install compliant sign lighting controls
 Yes No

CERTIFICATE OF COMPLIANCE NRCC-LTS-01-E
 (Page 2 of 5)
 Sign Lighting
 Project Name: GENERAL OUTDOOR BILL BOARD Date Prepared: 9/24/20

1b. Mandatory Sign Lighting Controls

If the person signing the Certificate of Compliance Declaration Statement on this NRCC-LTS-01-E is responsible for complying with the sign lighting control requirements, that person shall answer all of the following questions:

If there are construction documents, indicate where on the building plans the mandatory measures (sign lighting control) note block can be located:

1	§130.3(a)1. All indoor sign lighting is controlled with an automatic time-switch control or astronomical time-switch control.	Y	N	NA
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	§130.3(a)2A. All outdoor sign lighting is controlled with a photocontrol in addition to an automatic time-switch control, or an astronomical time-switch control.	Y	N	NA
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EXCEPTION to Section 130.3(a)2A: Outdoor signs in tunnels, and signs in large permanently covered outdoor areas that are intended to be continuously lit, 24 hours per day and 365 days per year.	Y		NA
		<input type="checkbox"/>		<input checked="" type="checkbox"/>
3	§130.3(a)2B. All outdoor sign lighting that is ON both day and night is controlled with a dimmer that provides the ability to automatically reduce sign lighting power by a minimum of 65 percent during nighttime hours. Signs that are illuminated at night and for more than 1 hour during daylight hours shall be considered ON both day and night.	Y	N	NA
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EXCEPTION to Section 130.3(a)2B: Outdoor signs in tunnels and large covered areas that are intended to be illuminated both day and night.	Y		NA
		<input type="checkbox"/>		<input checked="" type="checkbox"/>
4	§130.3(a)3. Demand Responsive Electronic Message Center Control. An Electronic Message Center (EMC) having a new connected lighting power load greater than 15 kW has a control installed that is capable of reducing the lighting power by a minimum of 30 percent when receiving a demand response signal.	Y	N	N/A
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	EXCEPTION to Section 130.3(a)3: Lighting for EMCs that is not permitted by a health or life safety statute, ordinance, or regulation to be reduced by 30 percent.	Y		NA
		<input type="checkbox"/>		<input checked="" type="checkbox"/>

Field Inspector Notes:



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 CALIFORNIA CONTRACTOR LICENSE NO. 980696

CUSTOMER INFORMATION

Name: City of Fullerton
 General Outdoor
 Address: 303 N. Placentia Ave.
 Fullerton, CA 92831
 Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

REVISIONS

Date: 01/22/21	By: KERRY
Added dimensions notes per city comments	
Added back elevation	
Date: 03/09/21	By: KERRY
Design revisions for city	
Reverse colors to red and yellow	
Date: 04/01/21	By: KERRY
City chose Option B	
Use blue and orange colors	
Date: 05/28/21	By: KERRY
Options to reduce size of pole cover footprint	
Date: 06/01/21	By: KERRY
Removed one option	
Date: 06/16/21	By: KERRY
Used straight pole cover	
Updated all plans accordingly	

CUSTOMER APPROVAL

ACCEPTED WITH NO CHANGES
 ACCEPTED WITH CHANGES AS NOTED
 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) (Date)

PRODUCTION APPROVAL

(Sales Exec. Signature) (Date)
 (Production Mgr. Signature) (Date)

ART OPY-34442 R10
 Sheet T-24 1

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ACCEPTED WITH NO CHANGES
 ACCEPTED WITH CHANGES AS NOTED
 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) _____ (Date) _____

(Time) _____

PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____

(Production Mgr. Signature) _____ (Date) _____

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Sheet **T-24 3**

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STATE OF CALIFORNIA
SIGN LIGHTING
 CEC-NRCC-LTS-01-E (Revised 09/14) CALIFORNIA ENERGY COMMISSION
 CERTIFICATE OF COMPLIANCE NRCC-LTS-01-E
 Sign Lighting (Page 5 of 5)
 Project Name: GENERAL OUTDOOR BILLBOARD Date Prepared: 09/24/20

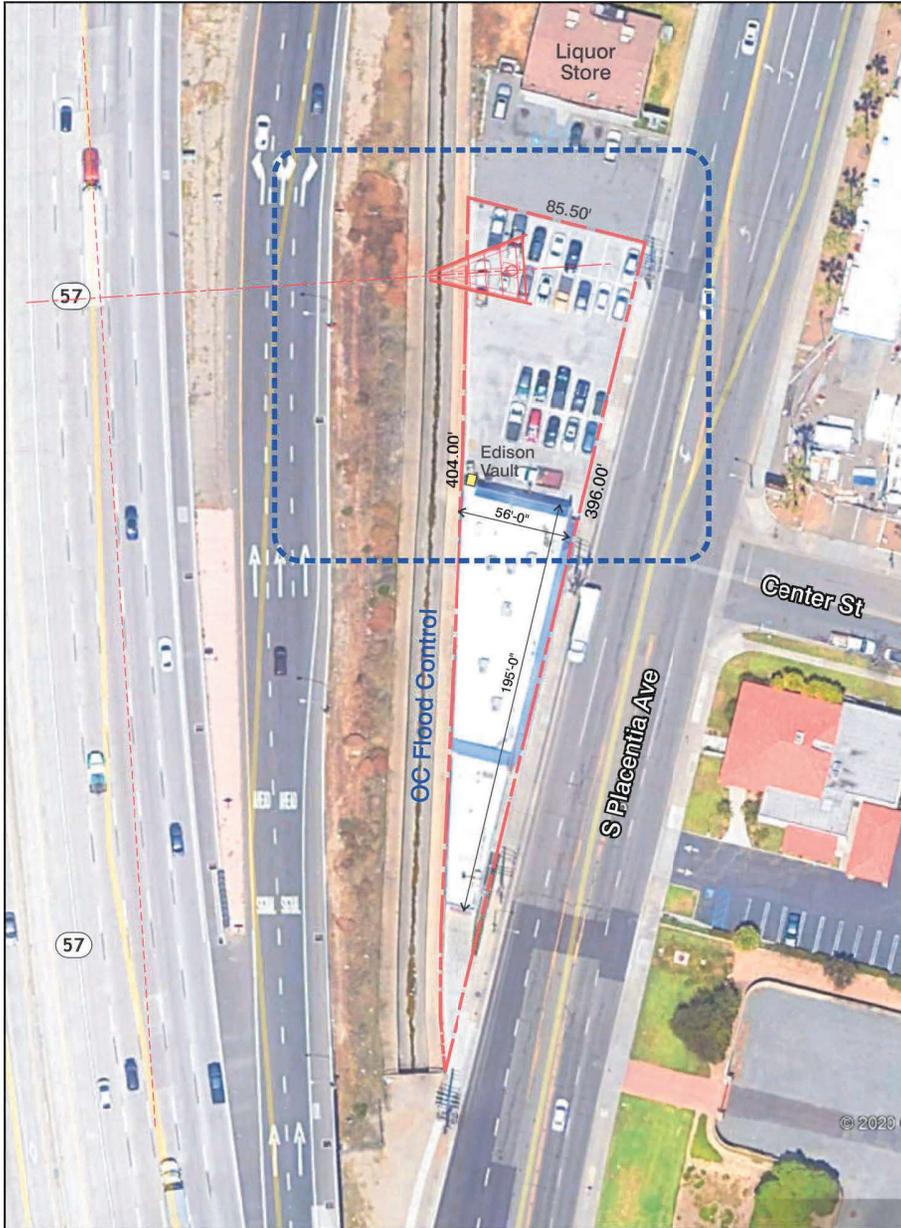
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
 I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: <u>Scott Harmon</u>	Documentation Author Signature: <u>[Signature]</u>
Company: <u>YESCO SIGNS LLC</u>	Signature Date: <u>09/24/20</u>
Address: <u>10235 Bellegrave Ave.</u>	CEA/HERS Certification Identification (if applicable):
City/State/Zip: <u>JURUPA VALLEY CA 91752</u>	Phone: <u>909-915-0527</u>

RESPONSIBLE PERSON'S DECLARATION STATEMENT
 I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: <u>[Signature]</u>	Responsible Designer Signature: <u>[Signature]</u>
Company: <u>YESCO</u>	Date Signed: <u>09/24/20</u>
Address:	License: <u>980698</u>
City/State/Zip:	Phone:



LOCATION DETAIL

Scale: 1" = 30'-0"

Site Area = 48 sq. ft.
Lot Area = 16,929 sq. ft.



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CALIFORNIA CONTRACTOR LICENSE NO. 980998

CLIENT INFORMATION

Name: City of Fullerton
General Outdoor

Address: 303 N. Placentia Ave.
Fullerton, CA 92831

Sales Exec: Ken Person

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NOTED	08/21/20	Kerry Alcantara

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- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) (Date)

(Title)

PRODUCTION APPROVAL

(Sales Exec. Signature) (Date)

(Production Mgr. Signature) (Date)

(Title)

(Title)

ART OPY-34442 R10

Sheet **SP 1**

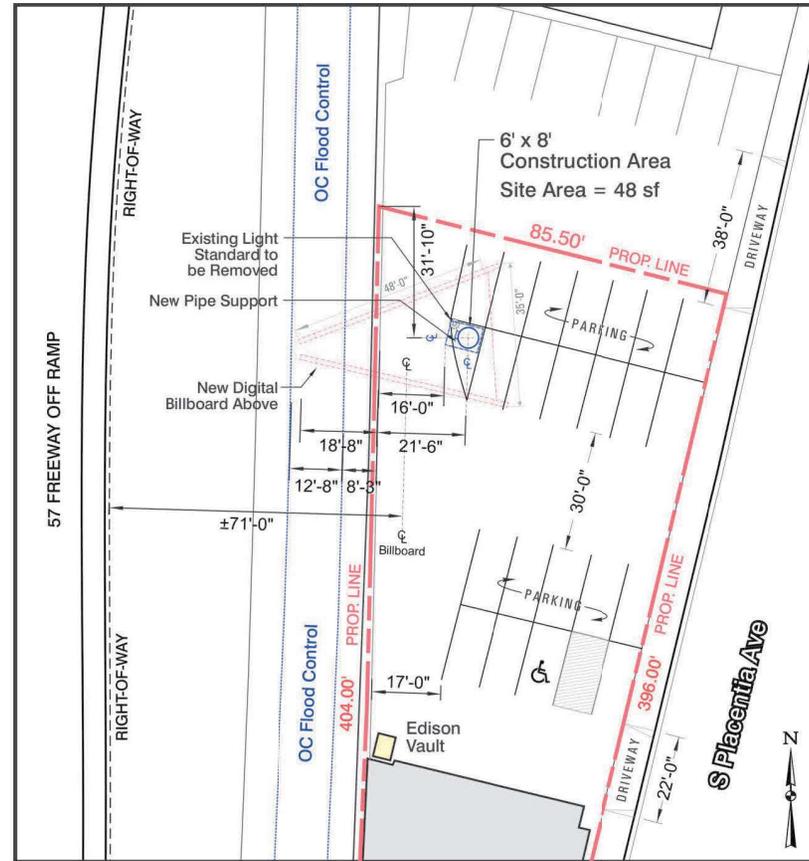
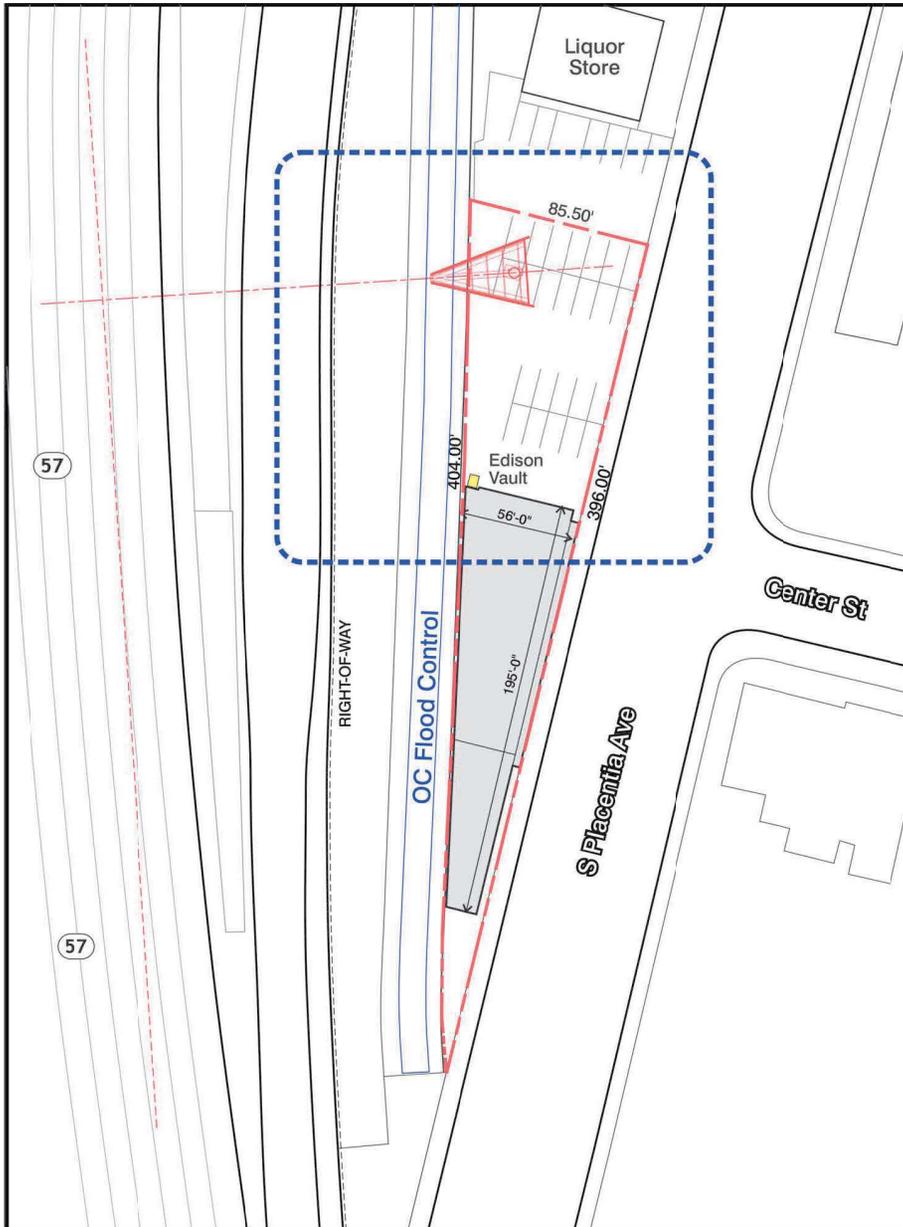
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Telephone: (909) 923-7668, Fax: (909) 923-5015
www.yesco.com
CALIFORNIA CONTRACTOR LICENSE NO. 980998

CLIENT INFORMATION

Name: City of Fullerton
General Outdoor
Address: 303 N. Placentia Ave.
Fullerton, CA 92831

Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

REVISIONS

- Date: 01/22/21 By: KERRY
 - Added dimensions / notes per city comments
 - Added back elevation
- Date: 03/09/21 By: KERRY
 - Design revisions for city
- Date: 04/01/21 By: KERRY
 - Revise colors to red and yellow
- Date: 04/28/21 By: KERRY
 - City chose Option B
 - Use blue and orange colors
- Date: 05/28/21 By: KERRY
 - Options to reduce size of pole cover footprint
- Date: 06/01/21 By: KERRY
 - Removed one option
- Date: 06/16/21 By: KERRY
 - Used straight pole cover
 - Updated all plans accordingly

CUSTOMER APPROVAL

- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) _____ (Date) _____

PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____

(Production Mgr. Signature) _____ (Date) _____

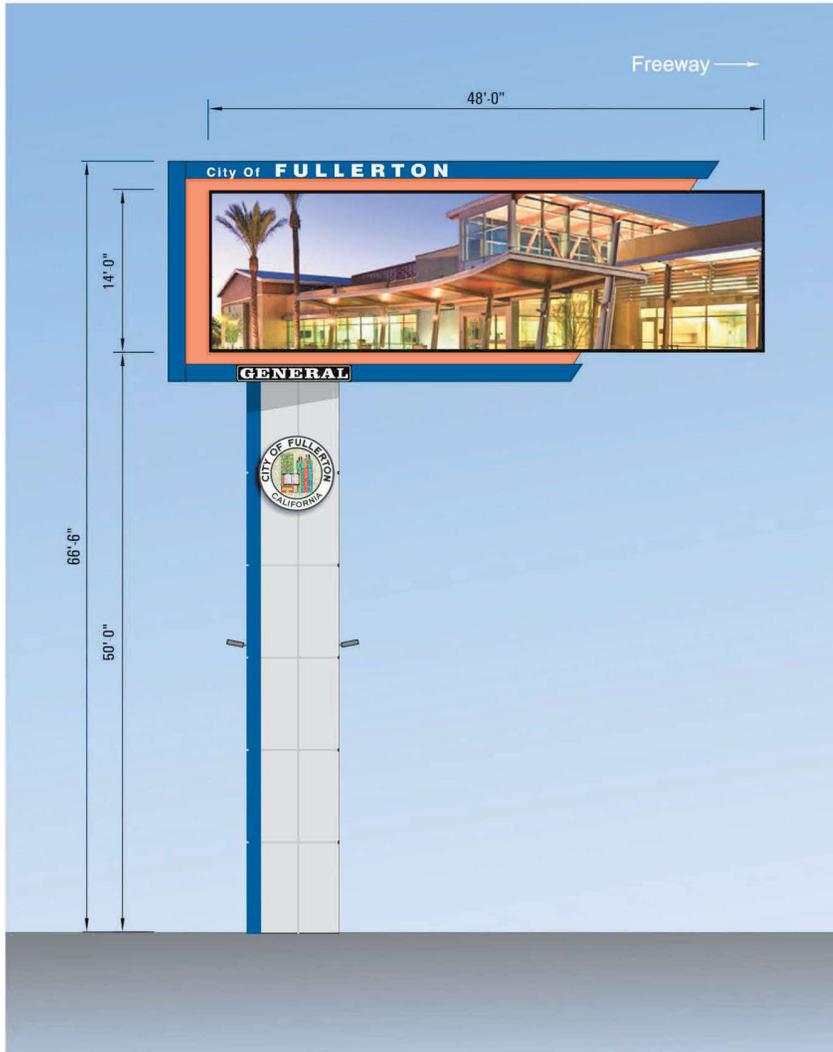
ART OPY-34442 R10
Sheet SP 2

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NORTH ELEVATION VIEW

Scale: 3/32" = 1'-0"



DAY VIEW



NIGHT VIEW



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CLIENT INFORMATION

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 General Outdoor
 Address: 303 N. Flacencia Ave.
 Fullerton, CA 92831
 Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

REVISIONS

Date	By	Description
01/22/21	KERRY	<ul style="list-style-type: none"> Added dimensions / notes per city comments Added back elevation
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CUSTOMER APPROVAL

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 REVISE AS NOTED AND RE-SUBMIT
 (Customer Signature) _____ (Date) _____
 (Title) _____

PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____
 (Production Mgr. Signature) _____ (Date) _____

ART OPY-34442 R10

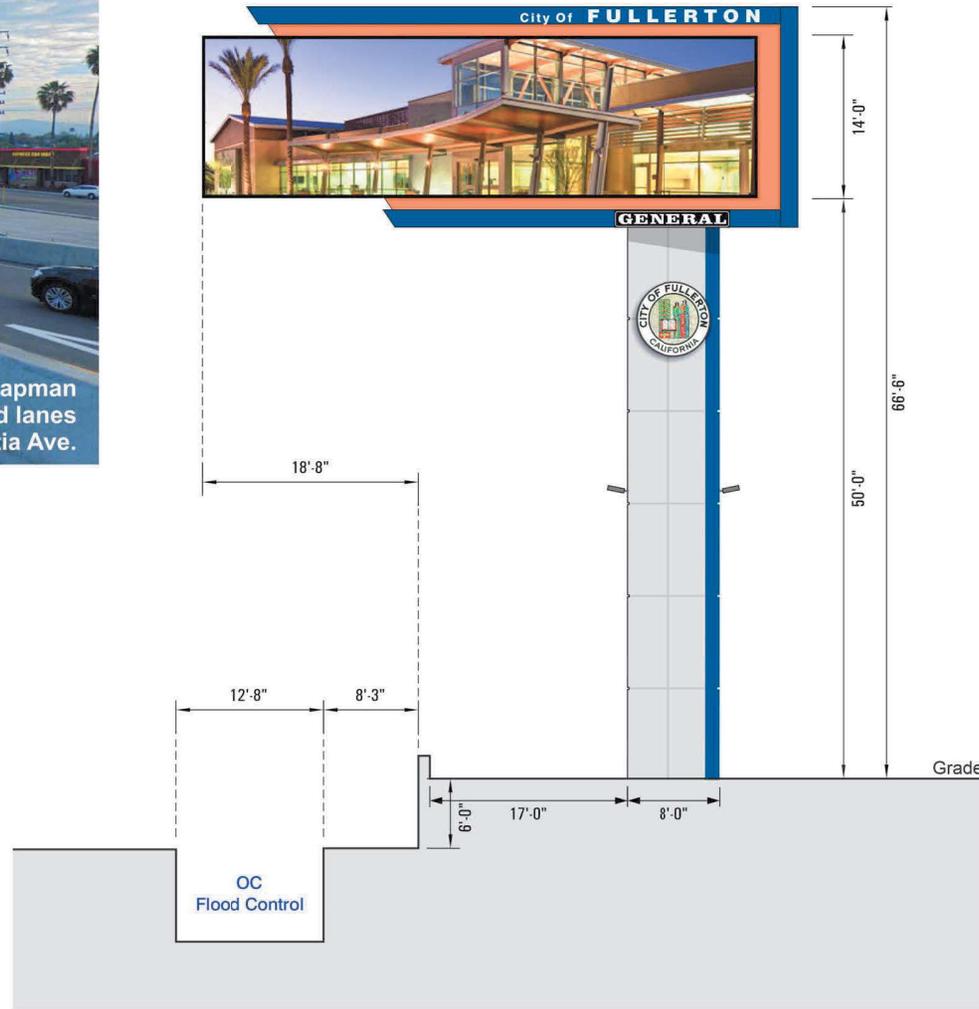
Sheet DSN 1.1

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City Of Fullerton, 57 Fwy South of Chapman
As viewed from the north bound lanes
Actual address: 303 N. Placentia Ave.



ELEVATION VIEW

Scale: 3/32" = 1'-0"



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PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____
 (Production Mgr. Signature) _____ (Date) _____

ART OPY-34442 R10

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EXISTING SITE PHOTO - Proposed Sign Location



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NOTED	08/21/20	Kerry Alcantara

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- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) (Date)

PRODUCTION APPROVAL

(Sales Exec. Signature) (Date)

(Production Mgr. Signature) (Date)

ART OPY-34442 R10

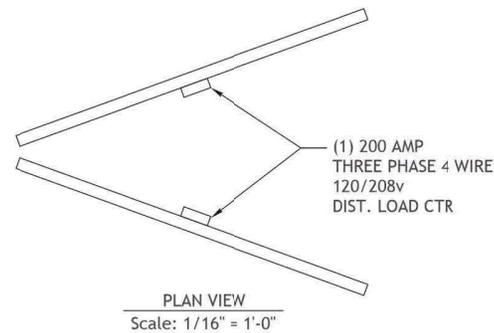
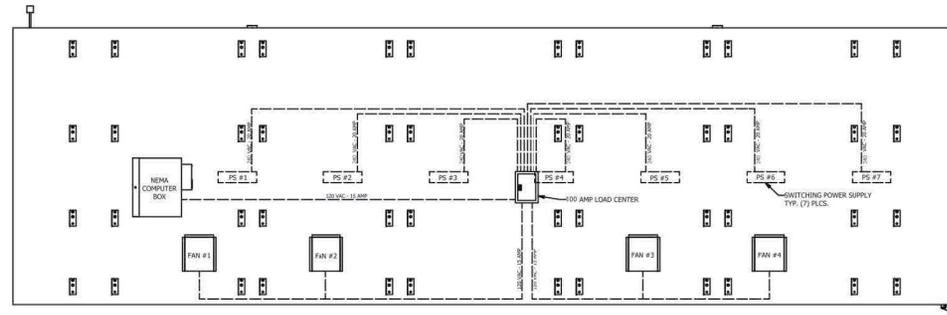
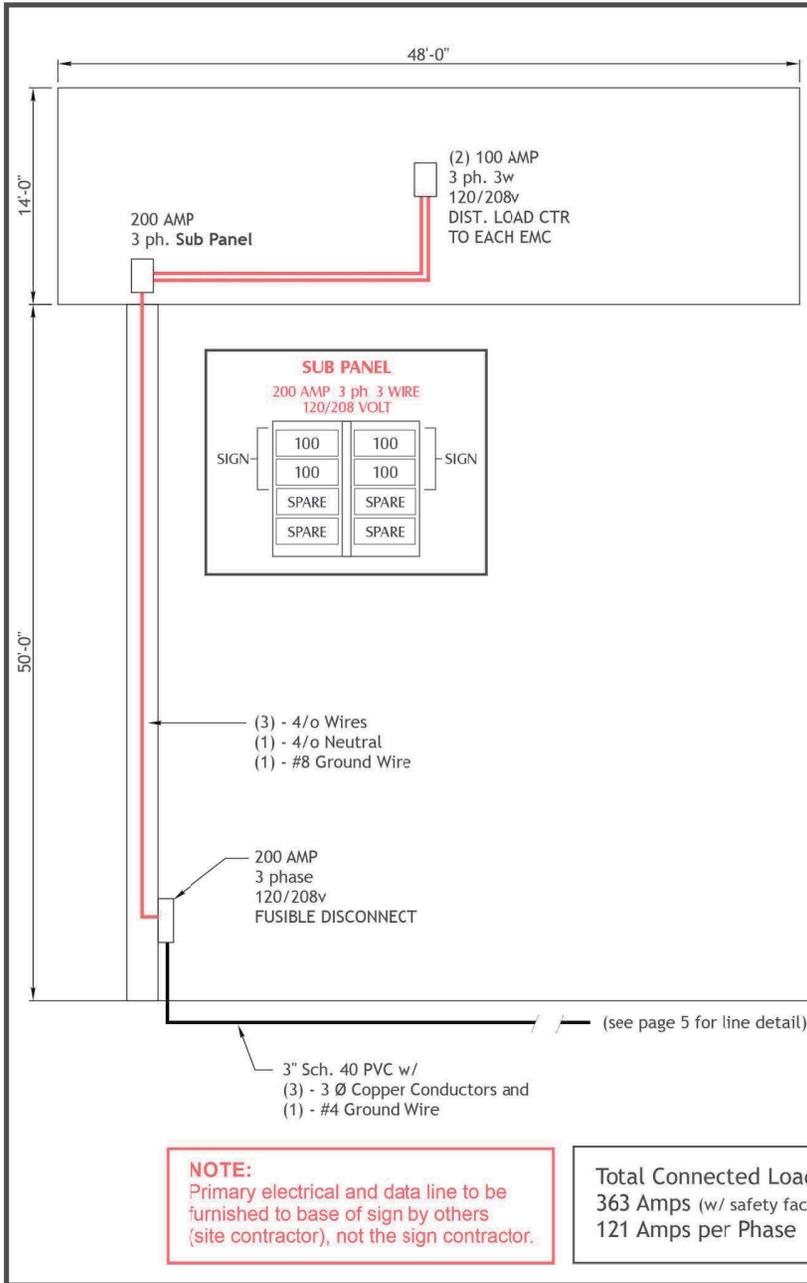
Sheet DSN 3.0

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Cost of providing necessary wiring to sign area is not included in this sign proposal. © 2021



Total Connected Load
363 Amps (w/ safety factor)
121 Amps per Phase

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CLIENT INFORMATION
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SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

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 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) (Date)

PRODUCTION APPROVAL

(Sales Exec. Signature) (Date)
 (Production Mgr. Signature) (Date)

ART OPY-34442 R10
Sheet DSN 4.0

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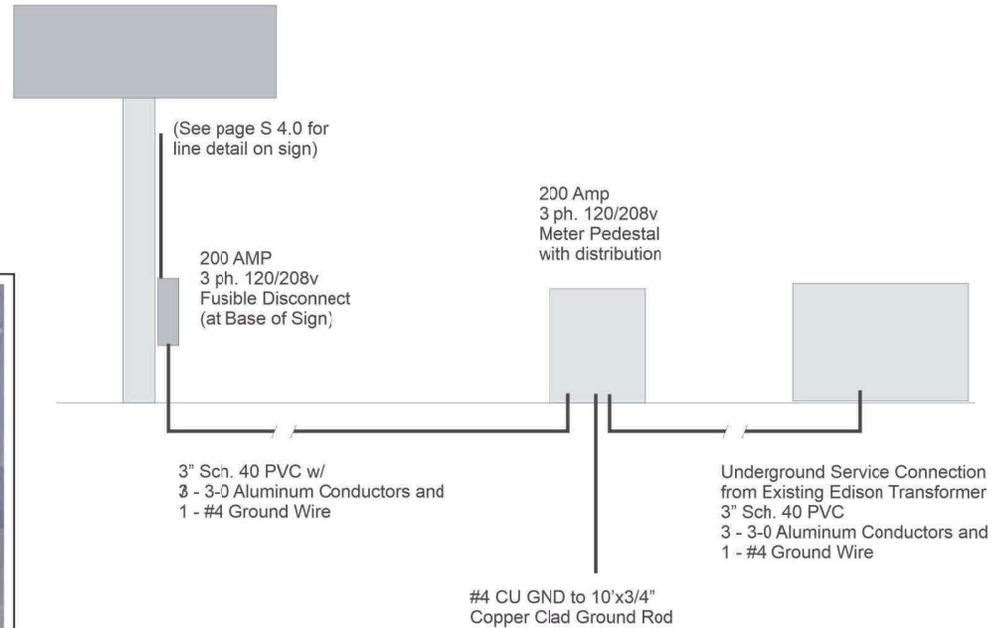
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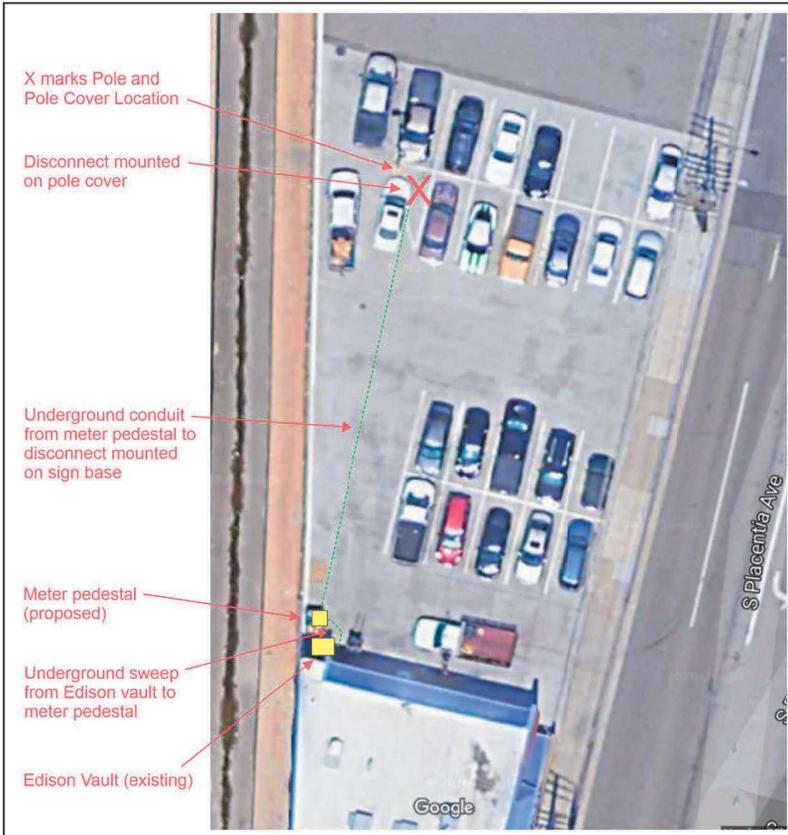
Electronic Sign
(proposed)

Meter Pedestal
(proposed)

Edison Vault
(existing)



ELECTRICAL FOR EDISON



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CLIENT INFORMATION

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Address: 303 N. Placentia Ave.
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Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	08/21/20	Kerry Alcantara

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	01/22/21	KERRY	Added dimensions / notes per city comments
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CUSTOMER APPROVAL

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- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) _____ (Date) _____

(Title) _____

PRODUCTION APPROVAL

(Sales Exec. Signature) _____ (Date) _____

(Production Mgr. Signature) _____ (Date) _____

ART OPY-34442 R10

Sheet DSN 5.0

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RESOLUTION NO. 2021-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR A FREEWAY-ORIENTED ELECTRONIC BILLBOARD ON PROPERTY ZONED G-C, GENERAL COMMERCIAL, LOCATED AT 303 NORTH PLACENTIA AVENUE

PRJ2020-00006 – ZON-2020-0068

APPLICANT: GENERAL OUTDOOR ADVERTISING
PROPERTY OWNER: 4 THE DOGS, LLC

RECITALS

WHEREAS the City received an application for a Conditional Use Permit for the property at 303 North Placentia Avenue, more specifically described as Orange County Assessor's Parcel No. 338-041-07.

WHEREAS the Planning Commission of the City of Fullerton held, in compliance with the noticing requirements of Fullerton Municipal Code (FMC) Chapter 15.76, held a duly noticed public hearing for ZON-2020-0068.

WHEREAS FMC Section 15.49.120.C permits freeway-oriented electronic billboard subject to a review and approval of a Conditional Use Permit.

WHEREAS FMC Section 15.49.120.C.1 requires a Planning Commission recommendation to City Council for this Conditional Use Permit.

WHEREAS, the Planning Commission recommended approval to City Council by adoption of Planning Commission Resolution No. PC-2021-15.

WHEREAS FMC Section 15.70.040.D establishes the criteria to consider in evaluating a Conditional Use Permit request and authorizes City Council to approve a project when it can make applicable findings.

RESOLUTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES AS FOLLOWS:

1. In all respects as set forth in the Recitals of the Resolution.
2. The City Council, pursuant to Fullerton Municipal Code Section 15.70.040.D, finds as follows:
 - a. Finding: That the proposed use is conditionally permitted in the zone and complies with all applicable zoning standards.

Fact: FMC Section 15.49.120.F permits a freeway-oriented electronic billboard in the G-C, General Commercial zone subject to review and approval of a Development Agreement and a Conditional Use Permit pursuant to FMC Chapter 15.70. The project

complies with the Physical / Site Requirements identified in FMC Section 15.49.120.F and Operational Requirements identified in FMC Section 15.49.120.G established for the conditional use.

Finding: That the proposed use is consistent with the goals and policies of the General Plan of the City or any specific plan applicable to the area of the proposed use.

Fact: The project supports the following Fullerton Plan policies and goals:

Policy 11.12: Public Private Partnerships – Supports projects that facilitate partnerships with property owners and developers to achieve revitalization results that contribute to clean, safe and attractive neighborhood and districts.

Policy 2.3: Distinctive Landmarks – Supports project to preserve existing landmarks and encourage the creation of new landmarks that reinforce Fullerton's identity and image.

Goal 9: Long-term fiscal strength and stability that has a foundation in local economic assets and adapts to dynamic market conditions.

Fact: The property is located in Fullerton Plan Focus Area J: Education which is envisioned as a dynamic neighborhood in which the colleges and universities form the hub. The applicant has designed the proposed project to provide prominent City identity and color recognition of the surrounding university further complimenting the surrounding area and neighborhood context.

Fact: The proposed project includes a Development Agreement which provides for an annual monetary public benefit as a result of the installation and operation of the billboard.

Fact: The proposed project provides the public benefit to promote City messages of community interest and information and public safety messages to further reach and promote to the larger community and proactively address public safety concerns.

- b. Finding: That the proposed use as conditioned will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity.

Fact: The proposed project design meets both the physical and operational requirements pursuant to FMC Section 15.49.120. Further, the project must meet all life safety requirements contained in the California Building Code. The project will need review and approval from Caltrans which also considers the health, safety and general welfare of those traveling along state roadways and freeways.

- c. Finding: The project or use demonstrates compliance with the Design Criteria specified in Section 15.47.060 of Chapter 15.47.

Fact: The billboard will feature a modern design, with blue, white and orange accents, City identity featured at the top of the sign and the City's logo located on the support structure. The overall size and height are consistent and similar in size to the existing billboards in the surrounding area. The design architecturally integrates all design

bracing, wires and other supporting elements and screens within the sign structure and are not visible from public right-of-way.

3. In accordance with California Environmental Quality Act (CEQA) Guidelines, City Council finds that the proposed project is exempt from further review per the following:

Section 15303 Class 3 – New Construction or Conversion of Small Structures

Finding: This project consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel.

Fact: The proposed project is new construction of a freeway-oriented electronic billboard that would occupy 80 square feet of site area within an existing parking lot and provide two electronic displays that are 14 feet by 48 feet and will be 66 feet, 6 inches in overall height. The site is previously developed and located in an urbanized area. The proposed project is well within the magnitude of construction considered by this exemption.

Pursuant to CEQA Guidelines Section 15300.2, a Class 3 exemption also includes the following considerations:

Finding: Location. The project does not impact an environmental resource of hazard or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state or local agencies.

Fact: The California Department of Conservation Farmland Mapping and Monitoring Program classified the site as "Urban and Built-Up Land". There is no Prime Farmland, Unique Farmland or Farmland of Statewide Importance, forest land or timberland on or near the site nor is the site subject to a Williamson Act contract. The site is not located in an area known to be underlain by regionally-important mineral resources. The site does not provide habitat for wildlife movement and is not near areas of the City that contain significant plant and animal populations (i.e., East Coyote Hills or West Coyote Hills). Furthermore, the project does not propose the removal of any trees.

As with all of Southern California, the site lies in a seismically active region. However, the site does not lie within an Alquist-Priolo Earthquake Fault Zone nor are faults identified within the site. The site is not located in a Liquefaction Zone or Landslide Zone.

The site is located in an area designated as a 500-year flood zone. The project would add an 80 square-foot sign support structure with all other improvements elevated 50 feet above the existing parking lot. This improvement is minimal and would neither redirect flood flows nor release pollutants in the event of a flood.

The project will not impact an environmental resource or hazard of critical concern, therefore a categorical exemption may be utilized.

Finding: Cumulative Impact. The project is not a successive project of the same type in the same place over time is significant.

Fact: FMC Section 15.49.120.F provides physical requirements in order to limit and reduce any potential for cumulative impacts. Specifically, FMC Section 15.49.120.F.1 limits the type of zones freeway-oriented billboards may be located and FMC Section 15.49.120.F.3 limits the minimum distance between two freeway-oriented electronic billboards on the same of side of the freeway to 1,000 feet. There are currently no billboards along the same side as the proposed billboard within 1,000 feet of the subject site and this can be the only such project on the project site or within 1,000 feet thereof on the same side of the freeway. Thus, it would not have a cumulative impact and a categorical exemption may be utilized.

Finding: Significant Effect. There is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Fact: The project site is located within the G-C, General Commercial zone and the proposed freeway-oriented billboard is located within an existing parking lot and meets the required development standards of FMC Section 15.49.120. The site is previously developed and located in an urbanized area. The site has no unusual circumstances that will have a reasonable possibility that the activity will have significant effect on the environment. Therefore, a categorical exemption may be utilized.

Finding: Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings or similar resources within a highway officially designated as a state scenic highway.

Fact: Based on review of The Fullerton Plan and the California Department of Transportation (Caltrans) Scenic Highways Program, the only Officially Designated State Scenic Highway in Orange County is the segment of SR-91 from SR-55 to east of the city limits of the City of Anaheim. The subject site is not located near a scenic corridor as identified within The Fullerton Plan (General Plan). Thus, it would not affect scenic resources along an officially designated, eligible Scenic Highway or a scenic corridor and a categorical exemption may therefore be utilized.

Finding: Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Government Code Section 65962.5.

Fact: This site is not included on lists of hazardous waste facilities identified by Government Code Section 65962.5. Specifically, it is not identified on the Department of Toxic Substances Control EnviroStor data management system for tracking cleanup, permitting, enforcement and investigation efforts at hazardous waste facilities and sites with known contamination or sites where there be reasons to investigate further. A categorical exemption may therefore be utilized.

Finding: Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Fact: The project site was developed as a commercial office building and parking lot in 1972. The project site is within an urban area and is surrounded by the freeway, streets,

commercial and office uses and a concrete-lined drainage channel. The project site or the existing buildings on the site are not included in the Local Register of Historical the Fullerton Plan. Also, there are no historical resources or districts adjacent to the project site. Thus, the project will not cause a substantial adverse change in the significance of a historical recourse and a categorical exemption may therefore be utilized.

Section 15332 Class 32 – In-Fill Development

Finding: The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.

Fact: The site is zoned G-C (General Commercial) with a general plan land use designation of Commercial. The project proposes to retain these existing classifications and construct and operate a freeway-oriented electronic billboard, a use requiring a DA and CUP. The proposed project complies with the corresponding specific provisions and requirements established by 15.49.120.F and G.

Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Fact: The project site is 0.39 acres in size. It is an infill site in a generally urbanized area consisting of a mix of commercial and office uses.

Finding: The site has no value as habitat for endangered, rare or threatened species.

Fact: The project site was developed as a commercial office building and parking lot in 1972. The project site is within an urban area and is surrounded by the freeway, streets, commercial and office uses and a concrete-lined drainage channel. The site is completely constructed on or paved.

Fact: Although no wildlife species were observed on the project site, there is potential for common animal species typically found in urban areas to be present, such as small mammals, birds, small reptiles and insects. There are no natural or sensitive biological resources present on the project site and the proposed project would not impact any candidate, sensitive or special status plant or animal species.

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

Fact: Operation of the proposed freeway-oriented electronic billboard would generate only minimal vehicle trips, mainly attributable to construction vehicles and operational maintenance vehicles. However, these vehicle trips will be nominal, temporary and sporadic and do not meet the threshold to review under the City's Transportation Assessment Policies and Procedures (TAPP). During construction activity, the City would require the applicant to prepare and implement a temporary traffic control plan, as warranted and required by City standards.

Fact: The proposed freeway-oriented electronic billboard would be oriented and visible primarily from SR-57 but also visible from surrounding public streets. The proposed project would not create a hazard as the constructed billboard must adhere to all

Caltrans regulations for placement, reflection and visibility. FMC 15.49.120 and State law also establish lighting and glare requirements and minimum 1000-foot spacing distance between billboards. Further, the project requires submittal to Caltrans for review and approval. With adherence to existing Federal, State and local regulations regarding billboard signs and no hazard impacts are anticipated.

Fact: The project site is located in an urbanized area along the California State Route 57 (SR-57). The existing ambient noise level in the area are primarily generated by traffic noise from SR-57. The proposed billboard will not include any noise generating components. Long-term operations of the freeway-oriented electronic billboard would not result in exposure of noise levels that exceed the standards of the Municipal Code nor would the long-term operations of the proposed project exceed ambient noise level conditions. Further, the project must meet the City's Noise Ordinance for the City of Fullerton for any short-term construction-related noise.

Fact: The proposed project is new construction of a freeway-oriented electronic billboard that would occupy 80 square feet of site area within an existing parking lot and provide two electronic displays that are 14 feet by 48 feet and will be 66 feet, 6 inches in overall height. The project includes the demolition of an existing light pole and limited construction on site for the sign structure and foundation. The sign components are fabricated at facilities off-site. Thus, construction impacts to air quality are minimal in scope and duration. Additionally, the nature, the proposed project would not have any direct operational impacts that would affect air quality, including from trips made to the site for operational vehicles. It is assumed the proposed project would use a nominal amount of electricity for illumination purposes for the LED lighting.

Fact: Operation of the freeway-oriented electronic billboard would not involve the use of water to operate. The site is completely built over or paved and construction of the billboard will not substantially alter the existing drainage pattern of the site nor contribute to an increase in surface runoff.

Finding: All required utilities and public services can adequately serve the site.

Fact: The site is served with existing electric and all telecommunication systems. All proposed utilities that provide direct service to the subject property will be placed underground, where possible.

THEREFORE, City Council does hereby approve said Conditional Use Permit subject to the following conditions of approval:

1. Approval of Conditional Use Permit ZON-2020-0068 is contingent on the approval of Development Agreement LRP-2020-0015. Should Development Agreement LRP-2020-0015 not be approved, Conditional Use Permit ZON-2020-0068 shall be similarly denied.
2. The property shall be in substantial conformance with the plans, descriptions and statements provided by the applicant, excepting any modifications made by City Council. This includes, but is not limited to, the submitted plans and agreements (Attachment 1). Upon significant changes to the plans, descriptions and statements provided by the applicant, as determined by the Director of Community and Economic Development, staff shall initiate a review of the CUP at a noticed public hearing before the Planning Commission and City Council.

3. At all times, the freeway-oriented electronic billboard shall be operated consistent with all terms of a valid and current development agreement. If the initial development agreement approved as PRJ2020-00006 – LRP-2020-0015 has expired, and the parties have not entered into a new or extended development agreement, then the applicant shall operate consistent with the initial development agreement.
4. Upon submittal of construction plans, the plans shall be updated to plainly display the billboard identification number on the elevations.
5. All exposed portions of billboards, including backs, sides, structural support members and support poles, shall be screened from public view. Upon submittal of construction plans, the plans shall be updated provide screening for any exposed areas along the west elevation.
6. Prior to issuance of a building permit, provide documentation for approvals provided by Caltrans and the Orange County Flood Control District. Applicant shall be responsible for all coordination and approvals with Caltrans and the Orange County Flood Control District.
7. The applicant shall agree to indemnify, hold harmless and defend the City of Fullerton, its officers, agents and employees from any and all liability or claims, including without limitation any actions taken pursuant to the California Environmental Quality Act (CEQA) with respect thereto, that may be brought against the City arising out of this approval, or arising out of the operation of the business, save and except that caused by the City's active negligence. Said indemnity obligation shall include payment of any costs related to staff, consultant and reasonable attorney's fees, expert witness fees and court costs.
8. Construction plans shall be submitted to the Community and Economic Development Department for review and issuance of any future building permit(s).
9. Applicants shall include the following items in their formal building plan check submittal:
 - a. Soils Report pursuant to California Building Code Section 1803.2.
 - b. Structural plans, details and calculations to show proposed billboard sign has been designed and constructed to withstand seismic loads and wind pressures as provided for in Chapter 16 of the California Building Code.

Public Works Conditions of Approval

10. The applicant shall provide a soils report for review and approval of the Public Works Department prior to issuance of a building permit. If a spread footing is planned, please verify the depth and width of the footing excavation. Grading operations for footing may require the development of an erosion and sediment control plan.
11. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition. This includes supplements thereto and City of Fullerton Standard Drawings.
12. Before undertaking any grading or construction work of any type within the public right of way, the owner must first obtain the applicable permits from the Public Works Department.

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13. During site improvement, all overweight or oversize deliveries to the project site will require a transportation permit from the Public Works Department.
14. The project shall utilize the City's benchmarks. A list of the City's benchmarks is available on the City of Fullerton website.
15. The developer shall provide and maintain all necessary flag persons, barricades, delineators, signs, flashers and any other safety equipment as set forth in the latest publication of the State of California, Manual of Traffic Control or as required by the Public Works Department permit requirements to ensure safe passage of pedestrian and vehicular traffic.
16. Street trenches required for the installation of utility connections shall comply with City of Fullerton Standard No. 312.
17. Any controlling survey monumentation (property lines, tract lines, street centerline, etc.) which are at risk of being destroyed or disturbed during the course of this project must be preserved in accordance with Section 8771(b) of the California Business and Professions Code (Professional Land Surveyors Act). Pre-construction field ties, along with the preparation and filing of the required Corner Records or Record of Survey with the County of Orange, shall be accomplished by, or under the direction of, a licensed surveyor or civil engineer authorized to practice land surveying. Copies of said records shall be furnished to the City Engineer for review and approval prior to issuance of any onsite or offsite construction permits. Any monuments disturbed or destroyed by this project must be reset and post-construction Corner Records or Record of Survey filed with the County of Orange. A copy of the recorded documents shall be submitted to the City Engineer for review and approval prior to issuance of any permits within the public right of way.
18. All of the public improvements, studies, designs, plans, calculations and other requirements shall be installed, provided and supplied by the developer in accordance with City and State codes, policies and requirements at no cost to the City. All work shall comply with City standards and specifications and with the City of Fullerton Municipal Codes.
19. Existing public and private easements shall be shown on the plans and shall not be affected by the proposed development. Any modification to an existing public and/or private easement shall be coordinated and approved by applicable easement owners.
20. All facilities crossing lot lines shall be located in private easements.
21. According to FMC Section 16.05.060, all proposed utilities that provide direct service to the subject property, including electric and all telecommunication systems, shall be installed underground. All existing facilities providing direct service to the development shall be undergrounded.
22. Site grading shall adhere to the approved grading plan (if applicable) and shall be completed prior to issuance of building permits. Any deviations from the approved grading plan will require a submittal of grading plan revision for the City Engineer's review and approval.

ADOPTED BY THE FULLERTON CITY COUNCIL ON JULY 6, 2021.

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Bruce Whitaker
Mayor

ATTEST:



Lucinda Williams, MMC
City Clerk



Date

Attachment:
Attachment 1: Plans

DEVELOPMENT AGREEMENT

between

CITY OF FULLERTON

and

General Outdoor Advertising

**CONCERNING CONSTRUCTION OF A FREEWAY-
ORIENTED ELECTRONIC BILLBOARD**

DEVELOPMENT AGREEMENT

(Pursuant to California Government Code sections 65864-65869.5)

This DEVELOPMENT AGREEMENT (the "Agreement") is dated for reference purposes as of the 21st day of July, 2021 (the "Agreement Date"), and is being entered into by and between the CITY OF FULLERTON ("City"), and SAN DIEGO OUTDOOR ADVERTISING, INC. dba General Outdoor Advertising ("Company"). City and Leasee are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. 4 THE DOGS, LLC (“Landowner”) is the owner of that certain real property located in the City of Fullerton, County of Orange, State of California at 303 North Placentia Avenue (APN # 338-041-07) (the “Property”). The Property is more particularly described in the legal description attached hereto as Exhibit A-1 and is depicted on the site map attached hereto as Exhibit B.

B. Landowner and Company have entered into a lease for a portion of the Property (the “Site”) whereby Company has acquired a legal interest in that portion of the Property constituting the Site, the boundaries of which are shown on the attached Exhibit B, and Company intends to construct a Freeway-Oriented Electronic Billboard on the Site with the written authorization and approval of Landowner.

C. There is property in the City adjacent to local freeways and suitable for the operation of Freeway-Oriented Electronic Billboards. Company is an outdoor-advertising company that has extensive experience in successfully installing, operating, and maintaining digital billboards throughout the United States. Company desires to contract with the owners of certain property for the purpose of installing, operating, and maintaining Freeway-Oriented Electronic Billboards, and it has the requisite resources and expertise to do so successfully.

D. To encourage investment in, and commitment to, comprehensive planning and public facilities financing, strengthen the public planning process and encourage private implementation of the local general plan, provide certainty in the approval of projects in order to avoid waste of time and resources, and reduce the economic costs of development by providing assurance to property owners that they may proceed with projects consistent with existing land use policies, rules, and regulations, the California Legislature adopted California Government Code sections 65864-65869.5 (the “Development Agreement Statute”) authorizing cities and counties to enter into development agreements with persons or entities having a legal or equitable interest in real property located within their jurisdiction.

E. For the reasons recited herein, the City has determined that the construction and operation of Company’s proposed outdoor advertising displays is a development for which this Agreement is appropriate and is specifically permitted and encouraged by §§ 5412 and 5443.5 of the California Outdoor Advertising Act (Bus. and Prof. Code § 5200 et seq.).

F. City finds that a substantial public benefit will accrue to City by reason of the advertising revenue that will be generated by Company’s outdoor advertising displays and shared with City, opportunity for the City to present public service messages and public safety alert messages. In exchange for providing these public benefits, Company receives assurance that it may proceed with the construction and operation of Company’s outdoor advertising displays and the Project in accordance with ordinances, resolutions and regulations existing as of the date of this Agreement, subject only to the terms and conditions contained herein.

G. This Agreement is consistent with the City of Fullerton’s General Plan Community Development Type (general plan designation) of Commercial.

H. In recognition of the significant public benefits that this Agreement provides, the

City Council has found that this Agreement: (i) is consistent with the City of Fullerton General Plan as of the date of this Agreement; (ii) is in the best interests of the health, safety, and general welfare of City, its residents, and the public; (iii) is entered into pursuant to, and constitutes a present exercise of, City's police power; and (iv) is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15303 regarding New Construction or Conversion of Small Structures and Section 15332 regarding In-Fill Development projects.

I. On May 26, 2021, City's Planning Commission held a public hearing on this Agreement, made findings and determinations with respect to this Agreement, and recommended to the City Council that the City Council approve this Agreement.

J. On July 6, 2021, the City Council also held a public hearing on this Agreement and considered the Planning Commission's recommendations and the testimony and information submitted by City staff, Company, and members of the public. On July 6, 2021, the City Council adopted Ordinance No. 3300 (the "Adopting Ordinance"), finding this Agreement to be consistent with the City of Fullerton General Plan and approving this Agreement.

AGREEMENT

NOW, THEREFORE, City and Company agree as follows:

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

"Action" shall have the meaning ascribed in Section 8.10 of this Agreement.

"Adopting Ordinance" shall mean City Council Ordinance No. 3300 approving and adopting this Agreement.

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

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

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

"Business Day" means any day the City's main offices located at 303 Commonwealth Ave, Fullerton, California, are open to the public.

"Caltrans" means the California Department of Transportation.

"Caltrans Permits" means all permits and approvals that Company must obtain from Caltrans to install, operate, and maintain the Freeway-Oriented Electronic Billboards in accordance with this Agreement.

"CEQA" shall mean the California Environmental Quality Act (California Public Resources

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

“City” shall mean the City of Fullerton, a California general law city, and any successor or assignee of the rights and obligations of the City of Fullerton hereunder.

“City Council” shall mean the governing body of City.

“City’s Affiliated Parties” shall have the meaning ascribed in Section 11.1 of this Agreement.

“City Permits” means all building permits and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for Company to install, operate, and maintain the Freeway-Oriented Electronic Billboards in accordance with this Agreement.

“Claim” shall have the meaning ascribed in Section 11.1 of this Agreement.

“Commencement Date” means the date as of which both of the following have occurred: 1) the City has approved the final Plans (defined in Section 6(a)), and 2) Company has received all necessary governmental permits and approvals for the Freeway-Oriented Electronic Billboard, including the Caltrans Permits, Orange County Flood Control District and the City Permits.

“Company” shall mean SAN DIEGO OUTDOOR ADVERTISING, dba GENERAL OUTDOOR ADVERTISING, and any successor or assignee to all or any portion of the right, title, and interest of the freeway-oriented electronic billboard in and to the leasehold estate of the Site.

“Cure Period” shall have the meaning ascribed in Section 9.1 of this Agreement. “Default” shall have the meaning ascribed to that term in Section 9.1 of this Agreement.

“Develop” or “Development” shall mean to improve or the improvement of the Property for the purpose of completing the structures, improvements, and facilities comprising the Project, including but not limited to: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of all of the private improvements and facilities comprising the Project; the preservation or restoration, as required of natural and man-made or altered open space areas; and the installation of landscaping. The terms “Develop” and “Development,” as used herein, do not include the maintenance, repair, reconstruction, replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

“Development Agreement Statute” shall mean California Government Code sections 65864-65869.5, inclusive.

“Development Exactions” shall mean any requirement of City in connection with or pursuant to any ordinance, resolution, rule, or official policy for the dedication of land, the construction or installation of any public improvement or facility, or the payment of any fee or charge in order to lessen, offset, mitigate, or compensate for the impacts of Development of the

Project on the environment or other public interests.

“Development Plan” shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement. Such land use entitlements, approvals, and permits include, without limitation, the following: (1) approval of a Development Agreement authorizing such installation or construction (2) approval of a Conditional Use Permit to assure that the degree of compatibility shall be maintained with respect to the particular use on the particular site and in consideration of other existing and potential uses within the general area in which such use is proposed to be located.

“Development Regulations” shall mean the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Property, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Company’s rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Company in writing: the General Plan; the Development Plan; and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to Development of the Project on the Property during the Term of this Agreement that are set forth in Title 14 of the Municipal Code (Buildings & Construction), and Title 15 of the Municipal Code (Zoning), but specifically excluding all other sections of the Municipal Code. Notwithstanding the foregoing, the term “Development Regulations,” as used herein, does not include any City ordinance, resolution, code, rule, regulation or official policy governing any of the following: (i) the conduct of businesses, professions, and occupations; (ii) taxes and assessments; (iii) the control and abatement of nuisances; (iv) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or (v) the exercise of the power of eminent domain.

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

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

Parties agree to cooperate in causing an appropriate instrument to be executed and recorded against the Property memorializing the Effective Date.

“Environmental Laws” means all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*, as amended (“CERCLA”); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*, as amended (“RCRA”); the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 11001 *et seq.*, as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 *et seq.*, as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f *et seq.*, as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401 *et seq.*, as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 *et seq.*, as amended; and California Health and Safety Code Section 25100, *et seq.*

“Freeway-Oriented Electronic (Digital) Billboards” means a billboard located within 200 feet of the SR-57 or SR-91 freeway right-of-way, which utilizes digital message technology on at least one (1) display face, capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements can be changed or altered electronically. This includes billboards with displays that must be preprogrammed to display only certain types of information (i.e., time, date, temperature) and billboards whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, billboards also known as digital billboards or LED billboards. Freeway-Oriented Electronic Billboards may be internally or externally illuminated and shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity.

“General Plan” shall mean City’s General Plan adopted by the City Council on May 1, 2012, by Resolution No. 2012-39, excluding any amendment after the Effective Date that impairs or restricts Company’s rights set forth in this Agreement, unless such amendment is expressly authorized by this Agreement, is authorized by Sections 8 or 9, or is specifically agreed to by Company.

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

Environmental Law.

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

“Landowner” shall mean 4 THE DOGS, LLC, and any successor or assignee to all or any portion of the right, title, and interest in and to ownership of all or a portion of the Property.

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

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

“Notice of Default” shall have the meaning ascribed in Section 9.1 of this Agreement.

“Operational” means the Freeway-Oriented Electronic Billboard is capable, legally and functionally, of displaying advertising on the Digital Display Area.

“Party” or “Parties” shall mean either City or Company or both, as determined by the context.

“Project” shall mean all on-site and off-site improvements that Company is authorized and/or required to construct with respect to the Site, as provided in this Agreement and the Development Regulations and depicted in Exhibit C, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

“Property” is located at 303 North Placentia Avenue (APN # 338-041-07) as described in Exhibit A and depicted on Exhibit B.

“Public Benefit Fee” shall have the meaning ascribed in Section 3.1 of this Agreement.

“Sign Structure” means the portion of the Freeway-Oriented Electronic Billboards other than the Digital Display Area, and it includes all ancillary equipment and utilities installed on the Sites.

“Site” is the portion of the Property subject to the lease between Landowner and Company described in Exhibit B.

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

“Term” shall have the meaning ascribed in Section 2.4 of this Agreement.

“Transfer” shall have the meaning ascribed in Article 12 of this Agreement.

2. General Provisions.

2.1 General Plan Consistency, Zoning Implementation.

This Agreement and the Development Regulations applicable to the Site will cause City’s zoning and other land use regulations for the Site to be consistent with the General Plan.

2.2 Binding Effect of Agreement.

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

2.3 Company Representations and Warranties Regarding Legal Interest in the Site and Related Matters Pertaining to this Agreement.

Company and each person executing this Agreement on behalf of Company hereby represents and warrants to City as follows: (i) that Company has a legal interest by a lease in the fee simple title to the Site; (ii) if Company or any co-owner comprising Company is a legal entity that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) if Company or any co-owner comprising Company is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities comprising Company to enter into this Agreement have been taken and that Company has the legal authority to enter into this Agreement; (v) that Company’s entering into and performing its obligations set forth in this Agreement will not result in a violation of any obligation, contractual or otherwise, that Company or any person or entity comprising Company has to any third party; (vi) that neither Company nor any co-owner comprising Company is the subject of any voluntary or involuntary petition; and (vii) that Company has no actual knowledge of any pending or threatened claims of any person or entity affecting the validity of any of the representations and warranties set forth in clauses (i)- (vi), inclusive, or affecting Company’s authority or ability to enter into or perform any of its obligations set forth in this Agreement.

2.4 Term.

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

Notwithstanding any other provision set forth in this Agreement to the contrary, if either Party reasonably determines that the Effective Date of this Agreement will not occur because (i) the Adopting Ordinance or any of the Development Regulations approved on or before the Agreement Date for the Project has/have been disapproved by City’s voters at a referendum election or (ii) a final non-appealable judgment is entered in a judicial action challenging the validity or legality of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations for the Project approved on or before the Agreement Date such that this Agreement and/or any of such Development Regulations is/are invalid and unenforceable in whole or in such a substantial part that the judgment substantially impairs such Party’s rights or substantially

increases its obligations or risks hereunder or thereunder, then such Party, in its sole and absolute discretion, shall have the right to terminate this Agreement upon delivery of a written notice of termination to the other Party, in which event neither Party shall have any further rights or obligations hereunder except that Company's indemnity obligations set forth in Article 10 shall remain in full force and effect and shall be enforceable, and the Development Regulations applicable to the Project and the Site only (but not those general Development Regulations applicable to other properties in the City) shall similarly be null and void at such time.

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

3. Public Benefits.

3.1 Annual Public Benefit Fee.

As consideration for City's approval and performance of its obligations set forth in this Agreement, Company shall pay to City an annual fee, that shall be in addition to any other fee or charge to which the Site and the Project would otherwise be subject, (herein, the "Annual Fee") in the sum of the greater of \$75,000 each calendar year or twelve percent (12%) of the gross receipts generated, less agency commissions, by the Freeway Oriented Electronic Billboard. If there is a first and last partial calendar year during the term of the Agreement, the amount payable shall be prorated on the basis of a 365 day year. The commencement of the Annual Fee shall be paid on the date of the building permit final for the Project. Company acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Annual Fee, that its obligation to pay the Annual Fee is an essential term of this Agreement and is not severable from City's obligations and Company's vesting rights to be acquired hereunder, and that Company expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of such fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 *et seq.*), or otherwise.

3.2 Other Public Benefits.

As further consideration for City's Agreement to allow Company to develop the Freeway Oriented Electronic Billboard, City shall be entitled to place public service announcements on the Message Display Center, provided however, that such public service announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. City shall be entitled to post up to one eight (8) second Public Service Message per minute on the Message Display Center on a continuous basis. Notwithstanding the foregoing, should City not utilize its allotment of advertising space, Company shall be entitled to lease that time for other advertising purposes. For all Public Service Messages, City shall be responsible for providing Company with the advertising copy and artwork. Company shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message, and shall display the Public Service

Message no more than 48 hours after receipt and approval of advertising copy.

4. Development of Project.

4.1 Applicable Regulations: Company's Vested Rights and City's Reservation of Discretion With Respect to Subsequent Development Approvals.

Other than as expressly set forth in this Agreement, during the Term of this Agreement, Company shall have the vested right to Develop the Project on and with respect to the Property in accordance with the terms of the Development Regulations and this Agreement and City shall not prohibit or prevent development of the Property on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals that are required for Development of the Project as of the Effective Date, or (iv) any environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. In addition, it is understood and agreed that nothing in this Agreement is intended to vest Company's rights with respect to any laws, regulations, rules, or official policies of any other governmental agency or public utility company with jurisdiction over the Property or the Project; or any applicable federal or state laws, regulations, rules, or official policies that may be inconsistent with this Agreement and that override or supersede the provisions set forth in this Agreement, and regardless of whether such overriding or superseding laws, regulations, rules, or official policies are adopted or applied to the Property or the Project prior or subsequent to the Agreement Date.

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

4.2 No Conflicting Enactments.

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

4.3 Reservations of Authority.

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

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

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

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

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

4.3.5 Public Health and Safety. Any City ordinance, resolution, rule, regulation, program, or official policy that is necessary to protect persons on the Site or in the immediate vicinity from conditions dangerous to their health or safety, as reasonably determined by City, shall apply to the Site, even though the application of the ordinance, resolution, rule, regulation, program, or official policy would result in the impairment of Company's vested rights under this Agreement.

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

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

5. Implementation

- 5.1 Company shall maintain the sign structures and shall maintain, repair, and improve the Freeway Oriented Electronic Billboard in accordance with the standards of the outdoor-advertising industry. Company's maintenance obligation under this Section 5.1 includes the obligation to remove any graffiti from the sign structures and the Digital Freeway Signs within 48 hours of notification. The City is not obligated to maintain the sign structures or to maintain or repair the Electronic Freeway Oriented Billboard.
- 5.2 Provide area within the structure to provide conduit through the Freeway Oriented Electronic Billboard structure for future CCTV capabilities. City agrees and acknowledges that any work occurring on the billboard structure by a City requested 3rd party shall also provide acceptable insurance and indemnification to the property owner and billboard operator.
- 5.3 Company voluntarily covenants and agrees for itself, its successors and assigns, to prohibit advertising displayed on the Digital Display Area for adult oriented businesses or tobacco products.
- 5.4 The technology currently being deployed for Freeway Oriented Electronic Signs is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. Company is authorized to change the Freeway Oriented Electronic Sign to any other technology that operates under the maximum brightness standards set forth in Section 5.4 of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.
- 5.5 Freeway Oriented Electronic Sign illumination is expressly permitted when operated within these standards and any requirements under Section 15.49.120 of the Fullerton Municipal Code,
 - 5.5.1 Electronic Freeway Oriented Signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.
 - 5.5.2 Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size of 14' x 48'.

- 5.5.3 Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change in accordance with the Outdoor Advertising Act.
- 5.5.4 Freeway-oriented electronic billboards shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing lighting or the varying of light intensity.
- 5.5.5 No freeway-oriented electronic billboard shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways.
- 5.6 The Freeway Oriented Electronic Sign shall be operated with systems and monitoring to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.
- 5.7 No freeway-oriented electronic billboard shall simulate or imitate any directional, warning, danger or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words “stop” or “slow down.”

6. Amendment or Cancellation of Agreement

Other than modifications of this Agreement under Section 8.3 of this Agreement, this Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code section 65868 or by unilateral termination by City in the event of an uncured default of Company.

6.1 Extension.

Company may request up to, and upon receipt of a written request from Company, City shall grant two (2) five (5) year extensions that extend the Term of this Agreement for a total of ten (10) additional years provided that Company has submitted its written request to extend this Development Agreement, and prior to the City granting the extension the Annual Fee is adjusted to then current market rates for Freeway Oriented Electronic Billboard operating rights.

7. Enforcement.

Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City’s

electorate) that purports to apply to any or all of the Property or Site.

8. Annual Review of Company's Compliance With Agreement.

8.1 General.

City shall review this Agreement once during every twelve (12) month period following the Effective Date for compliance with the terms of this Agreement as provided in Government Code section 65865.1. Company (including any successor to the owner executing this Agreement on or before the Agreement Date) shall pay City a reasonable fee in an amount City may reasonably establish from time to time to cover the actual and necessary costs for the annual review. City's failure to timely provide or conduct an annual review shall not constitute a Default hereunder by City.

8.2 Company Obligation to Demonstrate Good Faith Compliance.

During each annual review by City, Company is required to demonstrate good faith compliance with the terms of the Agreement. Company agrees to furnish such evidence of good faith compliance as City, in the reasonable exercise of its discretion, may require, thirty (30) days prior to each anniversary of the Effective Date during the Term.

Amended Language

8.3 Procedure.

In the event City staff determines that there is a reasonable basis to conclude that there is insufficient evidence of good faith compliance with the terms of the Agreement, the City Council of City shall conduct a duly noticed hearing and shall determine, on the basis of substantial evidence, whether or not Company has, for the period under review, complied with the terms of this Agreement. If the City Council finds that Company has so complied, the annual review shall be concluded. If the City Council finds, on the basis of substantial evidence, that Company has not so complied, written notice shall be sent to Company by first class mail of the City Council's finding of non-compliance, and Company shall be given at least ten (10) days to cure any noncompliance that relates to the payment of money and thirty (30) days to cure any other type of noncompliance. If a cure not relating to the payment of money cannot be completed within thirty (30) days for reasons which are beyond the control of Company, Company must commence the cure within such thirty (30) days and diligently pursue such cure to completion. If Company fails to cure such noncompliance within the time(s) set forth above, such failure shall be considered to be a Default and City shall be entitled to exercise the remedies set forth in Article 9 below.

8.4 Annual Review a Non-Exclusive Means for Determining and Requiring Cure of Company's Default.

The annual review procedures set forth in this Article 8 shall not be the exclusive means for City to identify a Default by Company or limit City's rights or remedies for any such Default.

9. Events of Default.

9.1 General Provisions.

In the event of any material default, breach, or violation of the terms of this Agreement (“Default”), the Party alleging a Default shall have the right to deliver a written notice (each, a “Notice of Default”) to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time (twenty (20) days if the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) days in the event of non-monetary Defaults) in which the Default must be cured (the “Cure Period”). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion.

9.2 Default by Company.

If Company is alleged to have committed Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Company’s appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Company’s appeal of the Notice of Default is timely and in good faith but after a public hearing of Company’s appeal the City Council concludes that Company is in Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 9.1 shall be extended until the City Council’s denial of Company’s appeal is communicated to Company.

9.3 City’s Option to Terminate Agreement.

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

9.4 Default by City.

If Company alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Company may pursue any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City’s obligations set forth in this Agreement. Upon a City Default, any resulting delays in Company’s performance hereunder shall neither be a Company Default nor constitute

grounds for termination or cancellation of this Agreement by City and shall, at Company's option (and provided Company delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.

9.5 Waiver.

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

9.6 Monetary Damages.

The Parties agree that monetary damages shall be an available remedy for either Party for a Default hereunder by the other Party; provided, however, that (i) nothing in this Section 9.6 is intended or shall be interpreted to limit or restrict City's right to recover the Annual Fees due from Company as set forth herein; and (ii) nothing in this Section 9.6 is intended or shall be interpreted to limit or restrict Owner's indemnity obligations set forth in Article 11 or the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Article 11.

9.7 Additional City Remedy for Company's Default.

In the event of any Default by Company, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to receive and retain any Development Exactions applicable to the Project or the Site, including any fees, grants, dedications, or improvements to public property which it may have received prior to Company's Default without recourse from Company or its successors or assigns.

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

In any judicial proceeding, arbitration, or mediation (collectively, an "Action") between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement, the prevailing Party shall recover all of its actual and reasonable costs and expenses, regardless of whether they would be recoverable under California Code of Civil Procedure section 1033.5 or California Civil Code section 1717 in the absence of this Agreement. These costs and expenses include expert witness fees, attorneys' fees, and costs of investigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action, regardless of whether the Action is prosecuted to a final judgment or decision.

10. Force Majeure.

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

11. Indemnity Obligations of Company.

11.1 Indemnity Arising From Acts or Omissions of Company.

Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, and contractors (collectively, the "City's Affiliated Parties"), Company shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against all suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, a "Claim") that may arise, directly or indirectly, from the acts, omissions, or operations of Company or Company's agents, contractors, subcontractors, agents, or employees in the course of Development of the Project or any other activities of Company relating to the Property, the Site, or pursuant to this Agreement. City shall have the right to select and retain counsel to defend any Claim filed against City and/or any of City's Affiliated Parties, and Company shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Section 11.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11.2 Third Party Litigation.

In addition to its indemnity obligations set forth in Section 11.1, Company shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any Claim against City or City's Affiliated Parties seeking to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. Said indemnity obligation shall include payment of any costs related to staff, consultant and reasonable attorney's fees, expert witness fees, and court costs. City shall promptly notify Company of any such Claim and City shall cooperate with Company in the defense of such Claim. City shall be entitled to retain environmental consultant(s) to prepare any necessary environmental documents and/or separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Company's indemnity obligation, provided that such counsel shall reasonably cooperate with Company in an effort to minimize the total litigation expenses incurred by Company. In the event either City or Company recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Company shall be entitled to retain the same (provided it has fully performed its indemnity obligations hereunder). The indemnity provisions in this Section 10.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11.3 Environmental Indemnity.

In addition to its indemnity obligations set forth in Section 11.1, from and after the Agreement Date Company shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any and all Claims for personal injury or death, property damage, economic loss, statutory penalties or fines, and damages of any kind or nature whatsoever, including without limitation reasonable attorney's fees, expert witness fees, and costs, based upon or arising from any of the following: (i) the actual or alleged presence of any Hazardous Substance

on or under any of the Site in violation of any applicable Environmental Law; (ii) the actual or alleged migration of any Hazardous Substance from the Site through the soils or groundwater to a location or locations off of the Site; and (iii) the storage, handling, transport, or disposal of any Hazardous Substance on, to, or from the Site and any other area disturbed, graded, or developed by Company in connection with Company's Development of the Project. The indemnity provisions in this Section 11.3 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

12. Assignment.

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

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

Notwithstanding any Transfer, the transferring Company shall continue to be jointly and severally liable to City, together with the successor Company, to perform all of the transferred obligations set forth in or arising under this Agreement unless there is full satisfaction of all of the following conditions, in which event the transferring Company shall be automatically released from any and all obligations with respect to the portion of the Site so Transferred: (i) the transferring Company no longer has a legal or equitable interest in the portion of the Site so Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Company is not then in Default under this Agreement and no condition exists that with the passage of time or the giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Company has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 11; and (iv) the successor Company either (A) provides City with substitute security equivalent to any security previously provided by the transferring Company to City to secure performance of the successor

Company's obligations hereunder with respect to the Site or the portion of the Site so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Company either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Company has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project.

13. Mortgagee Rights.

13.1 Encumbrances on Site.

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

13.2 Mortgagee Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Nevertheless, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in the Site or part of the Site by a Mortgagee (whether due to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination, or otherwise) shall be subject to all of the terms and conditions of this Agreement. Any Mortgagee who takes title to the Site or any part of the Site shall be entitled to the benefits arising under this Agreement.

13.3 Mortgagee Not Obligated.

Notwithstanding the provisions of this Section 13.3, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Company or other affirmative covenants of Company, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Company is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.

13.4 Notice of Default to Mortgagee: Right of Mortgagee to Cure.

Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of: (i) the results of the periodic review of compliance specified in Article 8 of this Agreement, and (ii) any default by Company of its obligations set forth in this Agreement.

Each Mortgagee shall have a further right, but not an obligation, to cure the Default within thirty (30) days after receiving a Notice of Default with respect to a monetary Default and within sixty (60) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Site, then the Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within sixty (60) days after obtaining possession and, except in case of emergency or to protect the public health or

safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the sixty (60)-day period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within sixty (60) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure the Default, provided the Mortgagee promptly commences to cure the non-monetary Default within sixty (60) days and diligently prosecutes the cure to completion.

14. Miscellaneous Terms.

14.1 Notices.

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

TO CITY: City of Fullerton
303 Commonwealth Ave
Fullerton, California 92832-1775
Attn: City Manager

With a copy to: City Attorney
City of Fullerton
303 Commonwealth Ave
Fullerton, California 92832-1775
Attn: City Attorney

TO Company: General Outdoor Advertising
632 South Hope Avenue
Ontario, CA 91761
Attn: Tim Lynch

With a copy to: 4 The Dogs, LLC
c/o James P. Caiopoulos and Associates
303 North Placentia Ave. Suite D
Fullerton, CA 92831

Either Party may change the address stated in this Section 13.1 by delivering notice to the other Party in the manner provided in this Section 13.1, and thereafter notices to such Party shall

be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

14.2 Project as Private Undertaking.

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

14.3 Attorney Fees.

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

14.4 Cooperation.

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

14.5 Estoppel Certificates.

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

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

14.6 Rules of Construction.

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

14.7 Time Is of the Essence.

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

14.8 Waiver.

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

14.9 Counterparts.

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

14.10 Entire Agreement.

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

14.11 Severability.

The Parties intend that each and every obligation of the Parties is interdependent and interrelated with the other, and if any provision of this Agreement or the application of the provision to any Party or circumstances shall be held invalid or unenforceable to any extent, it is the intention of the Parties that the remainder of this Agreement or the application of the provision to persons or circumstances shall be rendered invalid or unenforceable. The Parties intend that neither Party shall receive any of the benefits of the Agreement without the full performance by such Party of all of its obligations provided for under this Agreement. Without limiting the generality of the foregoing, the Parties intend that Company shall not receive any of the benefits of this Agreement if any of Company’s obligations are rendered void or unenforceable as the result of any third party litigation, and City shall be free to exercise its legislative discretion to amend or repeal the Development Regulations applicable to the Site and Company shall cooperate as required, despite this Agreement, should third party litigation result in the nonperformance of Company’s obligations under this Agreement. The provisions of this Section 14.11 shall apply regardless of whether the Effective Date occurs and after the Termination Date.

14.12 Construction.

This Agreement has been drafted after extensive negotiation and revision. Both City and Company are sophisticated parties who were represented by independent counsel throughout the negotiations or City and Company had the opportunity to be so represented and voluntarily chose to not be so represented. City and Company each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Agreement in favor of or against either Party.

14.13 Successors and Assigns: Constructive Notice and Acceptance.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Site: (i) is for the benefit of and is a burden upon every portion of the Site; (ii) runs with the Site and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership of the Site or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Site is and shall be conclusively deemed to have consented and agreed to every provision of this Agreement. This Section 14.13 applies regardless of whether the instrument by which such person or entity acquires the interest refers to or acknowledges this Agreement and regardless of whether such person or entity has expressly entered into an assignment and assumption agreement as provided for in Article 12.

14.14 No Third Party Beneficiaries.

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

14.15 Applicable Law and Venue.

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

14.16 Section Headings.

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

14.17 Incorporation of Recitals and Exhibits.

All of the Recitals are incorporated into this Agreement by this reference. Exhibits A,

Exhibit B and C are attached to this Agreement and incorporated by this reference as follows:

EXHIBIT DESIGNATION	DESCRIPTION
A	Legal Description of Property
B	Depiction of the Site
C	Plans & Architectural Details

14.18 Recordation.

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

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT**

“COMPANY”

By: General Outdoor Advertising

By: 

Name: TIMOTHY LYNCH

Title: V/P

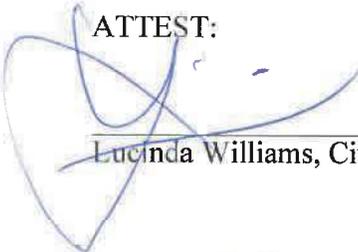
“CITY”

CITY OF FULLERTON, a municipal
corporation



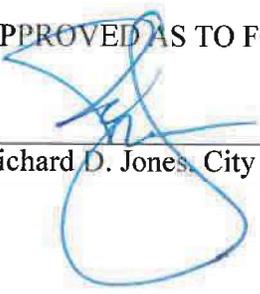
Bruce Whitaker, Mayor

ATTEST:



Lucinda Williams, City Clerk

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On September 27, 2021 before me, Susana Barrios, Notary Public, personally appeared Bruce Whitaker, 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 Susana Barrios

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On October 5, 2021 before me, Susana Barrios, Notary Public, personally appeared Timothy Lynch, 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 Susana Barrios

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 44, PAGE 20 OF PARCEL MAPS, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND BUT WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND OR ANY PORTION THEREOF FOR THE PURPOSES OF EXPLORING FOR, DRILLING, BORING, MARKETING AND REMOVING SUCH SUBSTANCES, AS RESERVED IN THE DEED FROM C.S. CHAPMAN AND OTHERS, RECORDED DECEMBER 18, 1953 IN BOOK 2636, PAGE 462 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY REMAINING INTEREST IN AND TO ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHTS TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS AS RESERVED IN DEED RECORDED JANUARY 19, 1961 IN BOOK 5595, PAGE 510 OF SAID OFFICIAL RECORDS.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY 25.00 FEET OF PARCEL I AS SHOWN ON A MAP FILED IN BOOK 44. PAGE 20 OF PARCEL MAPS, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 338-041-07

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:**

General Outdoor Advertising
ATTN: Tim Lynch
632 S. Hope Ave.
Ontario, CA 91761

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

DOCUMENTARY TRANSFER TAX \$ 0

- Exempt per Revenue & Taxation Code Section 11922
- Exempt from Recording Fees per Govt. Code Section 27383

By:

SIGNATURE OF DECLARANT OR AGENT DETERMING TAX FIRM'S NAME

Incorporated – City of Fullerton

Parcel No: Placentia Storm Channel B01S03 - 251

AIR RIGHTS EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic,
(hereinafter referred to as "**DISTRICT**"),

does hereby grant to

SAN DIEGO OUTDOOR ADVERTISING, INC., a California corporation dba GENERAL
OUTDOOR ADVERTISING (hereinafter referred to as "**GOA**"), and its successor and
assigns,

a non-exclusive, non-perpetual air rights easement for the term set forth below for the
operation, occupancy and use of a billboard overhang on, in and through a portion and volume
of the air space ("**Air Rights Easement**"), as legally described in Exhibit A and graphically
depicted in Exhibit B, attached hereto and incorporated herein (hereinafter referred to as "**Air
Rights Easement Area**"). DISTRICT and GOA, may sometimes hereinafter be individually
referred to as "**Party**" or jointly as "**Parties**."

This Air Rights Easement Deed is made as of this _____ day of _____, 2021 as
fully executed by the Parties ("**Effective Date**") by the Parties with reference to the following:

RECITALS:

A. The DISTRICT is the owner of property containing a flood control facility, located south of West Chapman Avenue, east of State Route 57 (Orange Freeway) and northwest of South Placentia Avenue, in the City of Fullerton, County of Orange, State of California, being Placentia Storm Channel, DISTRICT Facility No. B01S03-204 (hereinafter referred to as “**Channel**”), as well as the Air Rights Easement Area and other air space above, over and contained within the Channel.

B. GOA has entered into a lease agreement with the adjacent property owner at 303 North Placentia Avenue, identified with Assessor’s Parcel Number 338-041-07 (hereinafter referred to as “**Property**”), for the construction and maintenance of a freeway-oriented electronic billboard (hereinafter referred to as “**Billboard**”) located in the Property’s parking lot.

C. GOA has entered into a Development Agreement with the City of Fullerton (“**City**”) which memorializes operational and maintenance requirements for the Billboard and provides GOA with assurance that the development of the Billboard may proceed subject to the rules and regulations in effect at the time of Billboard approval and also provides the City with assurance that certain obligations, including public benefit, by GOA will be met (hereinafter referred to as “**Development Agreement**”).

D. GOA proposes to construct the Billboard with a projection of the Billboard extending out, over and above a certain portion of the Channel (hereinafter referred to as “**Billboard Overhang**”) within the Air Rights Easement Area.

E. The Parties now desire to enter into this Air Rights Easement Deed for the benefit and use of GOA, and any successive owner of the Billboard, to accommodate the operation, occupancy and use of Billboard Overhang as such shall extend into the Air Rights Easement Area.

F. GOA acknowledges that the primary purpose of DISTRICT'S parcel and Channel is for flood control to protect the safety, health and welfare of the public and carry out the objectives of the Orange County Flood Control Act, set forth in California uncodified Water Code, Act 5682, Section 2 and that those purposes are paramount to any other purpose or use.

G. GOA’s use of the Air Rights Easement Area and its operation and maintenance of Billboard and Billboard Overhang shall be at no cost to the DISTRICT and will not impair or diminish existing or probable future requirements of DISTRICT's use of the Air Rights Easement Area for flood control protection in accordance with the terms herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Parties agree the above Recitals are accurate, and fully incorporated herein by this reference, and that said Air Rights Easement herein granted shall be subject to the following terms, conditions, and reservations:

1. **TERM**

a. This Air Rights Easement shall have a term ("**Term**") commencing on the date that DISTRICT confirms receipt, as memorialized in writing to GOA, that GOA has provided related documentation and proof that all requisite plans, permits and agreements for Billboard construction or installation have been issued from any local, state, or federal jurisdictions or agencies, including the California Department of Transportation (Caltrans) ("**Commencement Date**") and shall terminate without any further action of the Parties, except as directed in section 1(c) below, at the end of the thirtieth year after the Commencement Date, or upon the termination of the Development Agreement, whichever is earlier, unless otherwise terminated earlier or extended in accordance with the terms herein.

Upon termination of this Air Rights Easement, the Director of OC Public Works, or designee, (hereinafter referred to as "**Director**") may opt to allow GOA to continue its use of the Air Rights Easement Area by either amending this Air Rights Easement Deed to extend the Term or by entering into a license agreement, provided:

- (i) GOA is not in material default with the terms herein;
- (ii) the Billboard Overhang does not interfere with the use of the Channel for the purposes of the DISTRICT as set forth in the "Orange County Flood Control Act" in Section 36-1, *et seq.* of the Water Code Appendix or as otherwise amended by applicable law; and
- (iii) GOA has paid the DISTRICT additional consideration for said Term extension.

b. In the event Director determines, in his or her sole discretion, the Billboard Overhang or portions thereof will interfere with the operation, maintenance, replacement, or improvement of DISTRICT's Channel, GOA shall, within one hundred ninety (190) days or as otherwise set forth in writing by the Director, at GOA'S sole cost and expense, arrange for the relocating, realigning or rearranging of the impacted Billboard Overhang, in compliance with said notice, which may require placement of the impacted Billboard Overhang outside the Air Rights Easement Area and termination of GOA'S Air Rights Easement. If, in the Director's opinion, any such interference can be cured by GOA relocating, realigning or rearranging the impacted Billboard Overhang without posing a material imposition or interference with DISTRICT implementation of its duties and responsibilities pursuant to the Orange County Flood Control Act, DISTRICT agrees to amend this Air Rights Easement Deed to reflect the substitute Air Rights Easement Area.

c. Upon termination of this Air Rights Easement, including but not limited to termination because of default by GOA, GOA shall execute and deliver to Director, within ninety (90)

days after receipt of written demand therefor, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Air Rights Easement Deed from title. Should GOA fail or refuse to deliver the required Quitclaim Deed to Director, DISTRICT may prepare and record a notice reciting the failure of GOA to execute and deliver such Quitclaim Deed and said notice shall be conclusive evidence of the termination of this Air Rights Easement and of all rights of GOA or those claiming under GOA in and to the Air Rights Easement Area.

d. This Air Rights Easement may be terminated by the Parties, in writing, if the Billboard is demolished and Billboard Overhang is not to be reinstalled in the Air Rights Easement Area, or the configuration of the Billboard is changed so as the Billboard Overhang no longer occupies the Air Rights Easement Area.

e. GOA agrees that in the event: (i) GOA'S use of the Air Rights Easement Area is no longer required, or (ii) GOA'S use of said Air Rights Easement Area ceases for a continuous period of more than one (1) year without written notice from GOA to DISTRICT of the circumstances affecting such suspension and of GOA'S intention to resume usage of the Air Rights Easement Area, GOA shall, at Director's request and at no cost to DISTRICT, abandon said Air Rights Easement Area within ninety (90) days after receipt of written notice from Director to abandon. Following such abandonment, GOA shall execute and deliver to Director, within ninety (90) days of such abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Air Rights Easement Deed from title.

2. CONSIDERATION

GOA shall provide consideration to the DISTRICT for the Air Rights Easement Area in the following forms:

a. GOA shall pay a one-time, non-refundable fee ("**Air Rights Easement Fee**") in the amount of ten thousand dollars (\$10,000.00) payable to the DISTRICT prior to or on the Commencement Date of the Term, without deduction or offset, in lawful money of the United States.

b. In addition to the Air Rights Easement Fee specified in Clause 2(a), GOA shall pay a one-time administrative fee in connection with the negotiation and processing of this Air Rights Easement Deed in the amount of one thousand five hundred dollars (\$1,500.00) payable to DISTRICT prior to or on the Effective Date and as a condition to the commencement of the Term. Said amount shall be deemed earned by DISTRICT upon DISTRICT'S execution of this Air Rights Easement Deed and is non-refundable.

3. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS

No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Air Rights Easement Area except as depicted in **Exhibits B and C** without prior written consent of Director. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the DISTRICT as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

GOA shall have all construction approved in writing by the Director prior to commencement of any work in, on or about the Air Rights Easement Area, by obtaining a County Property Permit ("CPP") from the County of Orange ("County") with payment of normal processing fees prior to commencement of any such activities; and upon completion of any such work, GOA shall immediately notify Director in writing of such completion.

Certain encroachment permit, known as CPP No. _____, has been issued through the County's encroachment permit process, as required by the Orange County Flood Control District and the Orange County Flood Control Act set forth in California uncodified Water Code, Act 5682, section 2 and the Orange County Codified Ordinance Sections 9-2-10 through 9-2-180 for the initial construction of the Billboard Overhang within the Air Rights Easement Area.

Prior to the Commencement Date, GOA shall provide related documentation and proof to DISTRICT that all requisite plans, permits and agreements for Billboard have been issued from any local, state or federal jurisdictions or agencies, including the California Department of Transportation (Caltrans). GOA agrees to obtain any necessary approvals for Billboard from any local, state or federal jurisdictions or agencies and to provide proof of such approvals to DISTRICT as required by DISTRICT during the Term of this Air Rights Easement.

GOA shall, at no cost to DISTRICT, conduct all activities and work in, on, or about the Air Rights Easement Area in a safe, good and workmanlike manner and in compliance with all applicable building, fire, and sanitary laws, ordinances, and regulations and shall maintain all improvements, used in on or about the Air Rights Easement Area in good repair and in safe condition. GOA agrees not to commit or permit to be committed waste, rubbish or litter on those portions of the Channel lying below or adjacent to the Air Rights Easement Area.

Upon the Term expiration or sooner termination of this Air Rights Easement, as set forth herein, GOA, shall leave the Air Rights Easement Area in as good a condition as found prior to the Commencement Date or as otherwise required by the Director in writing. Said restoration shall include, but not be limited to, the removal of Billboard Overhang and removal of trash and debris.

4. COMPLIANCE WITH REGULATORY AUTHORITIES

GOA shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Air Rights Easement Area, which arise from GOA'S use of or performance of any activities permitted to be conducted in, on, over, or across the Air Rights Easement Area.

No approvals or consents given hereunder by DISTRICT, as a party to this Air Rights Easement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

All advertising within the Air Rights Easement Area shall comply with the provisions of the California Outdoor Advertising Act, Chapter 2 of Division 3 of the California Business and Professions Code, Section 5200, et. seq. as applicable, as well as any applicable Orange County Codified Ordinances.

In addition, GOA shall ensure that all work within the Air Rights Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits, applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into DISTRICT'S flood control system.

5. HOLD HARMLESS

GOA acknowledges the Air Rights Easement Area is in, on, over and adjacent to DISTRICT'S Channel and may be subject to all hazards associated with flood conditions. GOA agrees to assume all risks, financial or otherwise, associated therewith.

GOA hereby releases and waives all claims and recourse against DISTRICT and County, their officers, agents, employees and contractors, including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Air Rights Easement including any damage to or interruption of use of GOA's Billboard caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel or by DISTRICT's flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

GOA hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Air Rights Easement Area, and/or

the exercise of the rights under this Air Rights Easement by GOA, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Air Rights Easement Area by members of the general public. GOA's indemnity obligation shall not extend to any liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit, GOA shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, GOA shall pay to DISTRICT/County its/their litigation costs, expenses, and attorneys' fees. If judgment is entered against DISTRICT and/or the County and GOA by a court of competent jurisdiction because of the concurrent active negligence of the DISTRICT and/or County and GOA, DISTRICT and GOA agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

GOA acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

GOA, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this section.

6. GOA'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS AND OTHER DAMAGES

GOA or GOA'S employees, agents, independent contractors or invitees ("**GOA PARTIES**") shall not cause or permit any "Hazardous Materials," as hereinafter defined, to be brought upon, kept, stored, kept, used, generated, released into the environment or disposed of on, under, from, in, on or about the Air Rights Easement Area. Notwithstanding the foregoing, GOA or GOA PARTIES may use or keep small quantities of Hazardous Materials on the Air Rights Easement Area that are used in the ordinary, customary, and lawful operations conducted on the Air Rights Easement Area. If GOA or GOA PARTIES breach(es) the obligations stated herein, or if contamination of the Air Rights Easement Area or Channel by Hazardous Material otherwise occurs for which GOA is legally liable to DISTRICT for damage resulting therefrom, then GOA shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT and/or County, and their elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution

in value of the Air Rights Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GOA'S use of the Air Rights Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by DISTRICT in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Air Rights Easement Area. GOA shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Air Rights Easement Area or Channel to its condition prior to the introduction of such Hazardous Material by GOA, provided GOA shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term "**Hazardous Material(s)**" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, the County, the state of California, or the United States government.

a. In exercising the rights granted under the terms hereof and satisfying the obligations imposed herein, GOA shall take precautions to avoid unauthorized encroachment upon and interference with those portions of the Channel lying below or adjacent to the Air Rights Easement Area, and if such are disturbed or harmed in any way by GOA'S activities, GOA shall, at its sole cost, repair any and all such damage.

7. RESERVATIONS TO DISTRICT

DISTRICT hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Air Rights Easement Area and Channel as will not unreasonably interfere with or prohibit the use by GOA of the rights and easement herein granted.

The Air Rights Easement Area is accepted "as is" and "where is" by GOA subject to any and all existing easements and encumbrances. DISTRICT reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, below, through, across, and along the Air Rights Easement Area or Channel or any part thereof, and to enter the Air Rights Easement Area for any and all such purposes. DISTRICT also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, below, through, across, and along any and all portions of the Air Rights Easement Area or Channel. No right reserved by DISTRICT in this clause shall be so exercised as to interfere unreasonably with GOA'S operations, or property, both real and personal, hereunder or to impair the security of any secured creditor of GOA.

8. ASSIGNING AND ENCUMBERING

Any mortgage, pledge, hypothecation, encumbrance, transfer or assignment (hereinafter in this clause referred to collectively as "Encumbrance") of GOA's interest in the Air Rights Easement Area, or any part or portion thereof, shall first be approved in writing by DISTRICT. Any Encumbrance which has not been approved by DISTRICT in writing shall be void. Occupancy of the Air Rights Easement Area by a prospective transferee or assignee before approval of the transfer or assignment by DISTRICT shall constitute a breach of this Air Rights Easement Deed.

If GOA hereunder is a corporation or an unincorporated association or partnership the Encumbrance of any stock or interest in said corporation, association, or partnership in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of this Air Rights Easement Deed.

Should DISTRICT consent to any Encumbrance, such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this Air Rights Easement Deed or be construed as DISTRICT'S consent to any further Encumbrance. Such terms, covenants, or conditions shall apply to each and every Encumbrance hereunder and shall be severally binding upon each and every encumbrancer, assignee, transferee, or other successor in interest of GOA. Any document to mortgage, pledge, hypothecate, encumber, transfer, or assign the Air Rights Easement Area or any part thereof shall not be inconsistent with the provisions of this Air Rights Easement Deed, and in the event of any such inconsistency, the provisions of this Air Rights Easement Deed shall control.

DISTRICT agrees that it will not arbitrarily withhold consent to any Encumbrance, but DISTRICT may withhold consent at its sole discretion if any of the following conditions exist:

- A. GOA or any of his successors or assigns is in default of any term, covenant or condition of this Air Rights Easement Deed, whether notice of default has or has not been given by DISTRICT.
- B. The prospective encumbrancer has not agreed in writing to keep, perform, and be bound by all the terms, covenants, and conditions of this Air Rights Easement Deed.
- C. All the terms, covenants, and conditions of Encumbrance, including the consideration therefor of any and every kind, have not been revealed in writing to Director.
- D. GOA has not provided Director with a copy of all documents relating thereto.
- E. The processing fee required by DISTRICT and set out below has not been paid to DISTRICT.

(1) A fee of one thousand five hundred dollars (\$1,500.00) shall be paid to DISTRICT for processing each consent to mortgage, pledge, hypothecation, or Encumbrance submitted to DISTRICT as required by this Air Rights Easement Deed. This processing fee shall be deemed earned by DISTRICT when paid and shall not be refundable.

(2) A fee of one thousand five hundred dollars (\$1,500.00) shall be paid to DISTRICT for processing each consent to assignment or transfer submitted to DISTRICT as required by this Air Rights Easement Deed. This processing fee shall be deemed earned by DISTRICT when paid and shall not be refundable.

The amounts specified above for processing fees shall be automatically adjusted for all consents required or requested subsequent to the second year of this Air Rights Easement Deed.

Said adjustment shall be in proportion to the change in the Consumer Price Index for Los Angeles --Anaheim --Riverside, CA (All Urban Consumers --All Items) as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, or any replacement index thereto. Said automatic adjustment shall be calculated by means of the following formula, then rounded to the nearest ten dollar figure:

$$A = B \times \frac{C}{D}$$

Where A = adjusted processing fee

B = one thousand five hundred dollars (\$1,500.00)

C = Monthly index for the month in which the consent becomes effective

D = Monthly index for the month this Air Rights Easement Deed was signed by DISTRICT

9. CONVEYANCE SUBJECT TO EXISTING INTERESTS

This Air Rights Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Air Rights Easement Area and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof. Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GOA of rights, title or interest in or to the Air Rights Easement Area other than as set forth in the opening paragraphs of this Air Rights Easement, or any rights in the Air Rights Easement Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature, condition or suitability of the Air Rights Easement Area or DISTRICT's interest therein.

10. CONDITION OF AIR RIGHTS EASEMENT AREA UPON TERMINATION OR ABANDONMENT

Except as otherwise agreed to herein, upon the termination or abandonment as set forth herein of this Air Rights Easement Deed, GOA shall at its expense, redeliver possession of said Air Rights Easement Area to DISTRICT in substantially the same condition that existed immediately prior to GOA's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. GOA shall re-deliver the Air Rights Easement Area to DISTRICT free and clear of trash, debris, contamination and equipment; and, in accordance

with plans approved by the Director in writing through the CPP process with payment of normal fees.

11. TAXES AND ASSESSMENTS

Should this Air Rights Easement create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Air Rights Easement Area or upon fixtures, equipment, or other property installed, constructed or used by GOA thereon in connection with this Air Rights Easement, shall be the full responsibility of GOA, and GOA shall cause said taxes and assessments to be paid promptly when due.

12. NOTICES

All notices, documents, correspondence and communications concerning this Air Rights Easement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other party at least ten (10) business days prior written notice of the new address.

If to **DISTRICT**:

Orange County Flood Control District
c/o OC Public Works
ATTN: Director, OC Public Works
601 North Ross Street, 4th Floor
Santa Ana, CA 92701
Facsimile: [_____]

With a copy to:

County of Orange
c/o CEO Real Estate
ATTN: Chief Real Estate Officer
333 West Santa Ana Blvd, 3rd Floor
Santa Ana, CA 92702
Facsimile: (714) 834-3018

If to **GOA**:

General Outdoor Advertising
ATTN: Vice President
632 S. Hope Ave.

Ontario, CA 91761

With a copy to:

Alethena, LLC
c/o James P. Caiopoulos, Esq.
303 North Placentia Avenue
Suite D
Fullerton, California 92831

13. VENUE

The Parties hereto agree that this Air Rights Easement has been negotiated and executed in the County of Orange, state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Air Rights Easement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

14. WAIVER OF RIGHTS

The failure of DISTRICT to insist upon strict performance of any of the terms, covenants, or conditions of this Air Rights Easement shall not be deemed a waiver of any right or remedy that DISTRICT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Air Rights Easement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of this Air Rights Easement.

15. SEVERABILITY

If any term, covenant, condition, or provision of this Air Rights Easement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. ATTORNEYS' FEES

In any action or proceeding brought to enforce or interpret any provision of this Air Rights Easement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

17. SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

18. AUTHORITY

The Parties to this Air Rights Easement Deed represent and warrant that this Air Rights Easement Deed has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

IN THE CITY OF FULLERTON
EXHIBIT "A"
BILLBOARD SIGN EASEMENT
(B01S03-251)
(LEGAL DESCRIPTION)

A PORTION OF THE VERTICAL AIR SPACE, OVER, ABOVE AND CONTAINED WITHIN THAT PORTION THE OF LAND DESCRIBED AS PARCEL 1 OF DIRECTOR'S DEED, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AUGUST 5, 1970, IN BOOK 9366, PAGE 982, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 OF PARCEL MAP FILED IN BOOK 44, PAGE 20 OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING A POINT ON THE EASTERLY LINE OF SAID PARCEL 1 OF THE LAND DESCRIBED IN SAID DIRECTOR'S DEED; THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP AND COINCIDENT WITH THE EASTERLY LINE OF SAID PARCEL 1 OF SAID DIRECTOR'S DEED, SOUTH 02°03'18" WEST 29.07 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

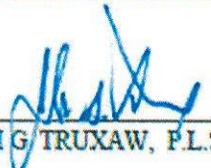
THENCE, CONTINUING ALONG SAID WESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP AND THE EASTERLY LINE OF SAID PARCEL 1 OF SAID DIRECTOR'S DEED, SOUTH 02°03'18" WEST 19.90 FEET; THENCE, LEAVING SAID LINE NORTH 75°56'41" WEST 22.38 FEET; THENCE, NORTH 02°03'18" EAST 6.40 FEET; THENCE, NORTH 70°03'18" EAST 23.61 FEET TO THE POINT OF BEGINNING.

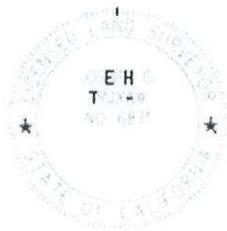
THE BOTTOM PLANE (THE BEGINNING) OF THE VERTICAL SPACE CONTAINED WITHIN HEREIN DESCRIBED EASEMENT SHALL BE 46.50 FEET OVER AND ABOVE THE ASSUMED ELEVATION OF 0.00 OF THE GROUND SURFACE AT THE BASE OF SIGN CONTAINED WITHIN THE HEREIN DESCRIBED PERIMETER AND THE TOP PLANE (THE END) OF THE VERTICAL SPACE CONTAINED WITHIN THE HEREIN DESCRIBED EASEMENT SHALL BE 67.50 FEET OVER AND ABOVE THE ASSUMED ELEVATION OF 0.00 FEET OF THE GROUND SURFACE AT THE BASE OF SIGN CONTAINED WITHIN THE HEREIN DESCRIBED PERIMETER.

THE ABOVE DESCRIBED AIR SPACE EASEMENT, CONTAINS APPROXIMATELY 6,045 CUBIC FEET AND SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, EXCLUDES AREA WITHIN THE PUBLIC RIGHT-OF-WAY AND OTHER MATTERS OF RECORD, IF ANY.

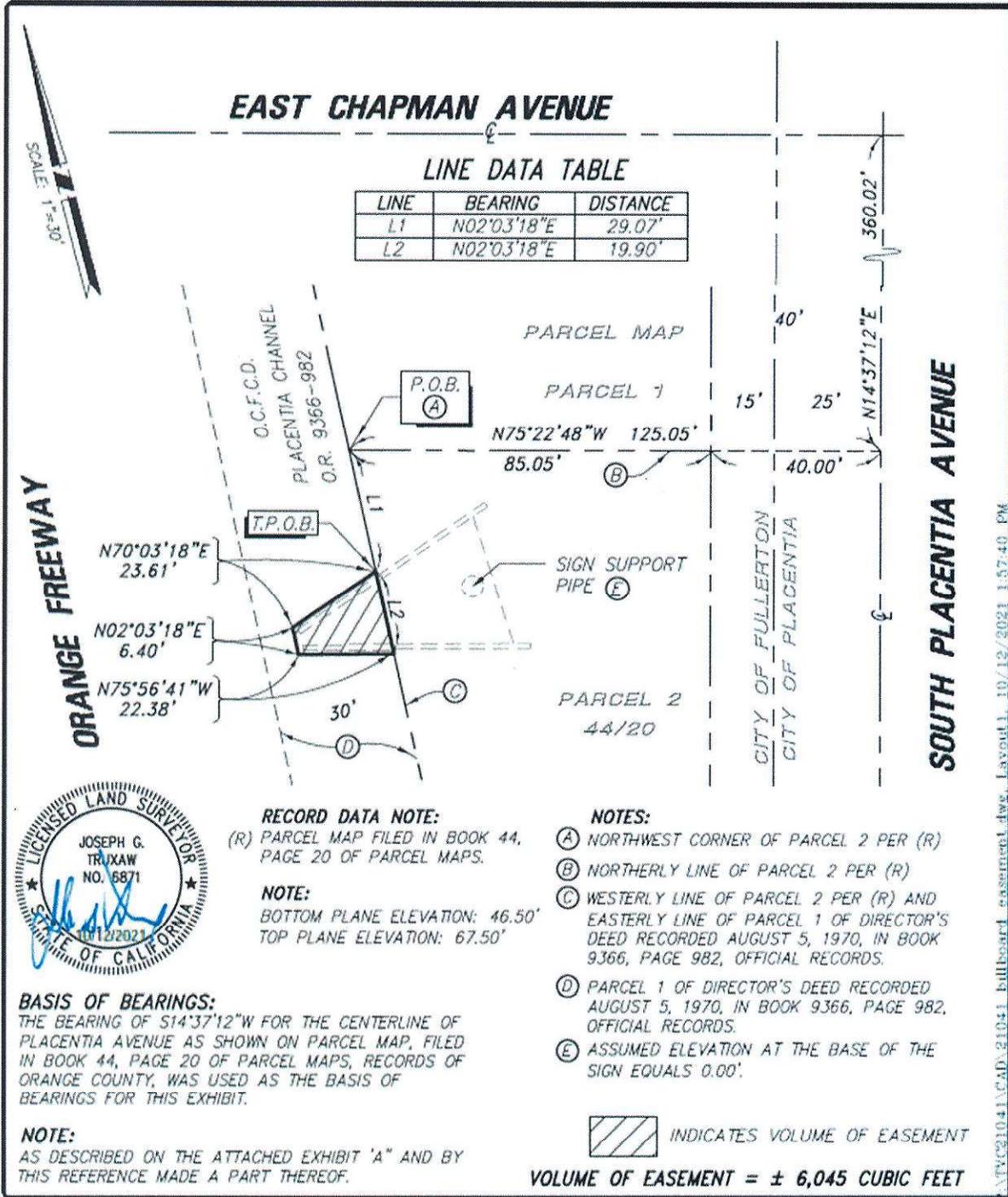
ALL AS SHOWN ON ATTACHED EXHIBIT "B", AND BY THIS REFERENCE, MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED UNDER THE SUPERVISION OF:


10/12/2021
JOSEPH G. TRUXAW, P.L.S. 6871



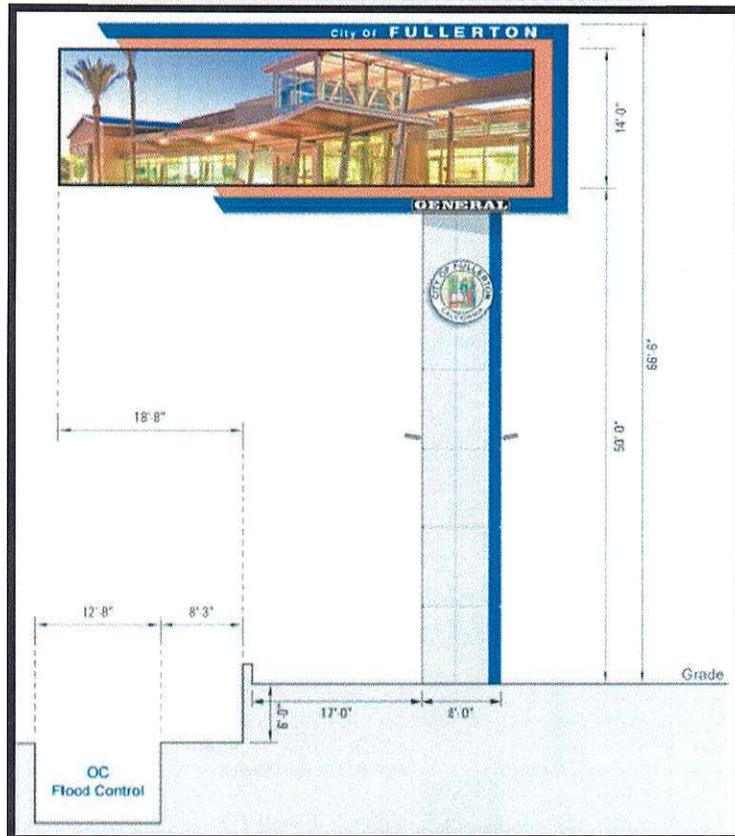
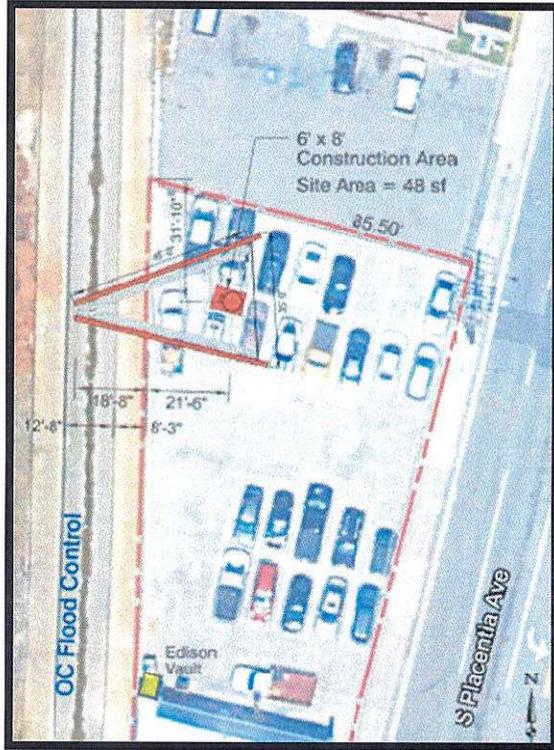
**EXHIBIT B
DEPICTION OF EASEMENT AREA AND BILLBOARD**



Prepared by:
Joseph C. Truxaw and Associates, Inc.
Civil Engineers and Land Surveyors
1915 W. Orangeview Ave., Suite 101, Orange, CA
(714) 935-0365 www.jctruxaw.com

BILLBOARD SIGN EXHIBIT			
IN THE CITY OF FULLERTON			
DRAWN: CL	CHKD: JGT	TVC21041	EXHIBIT "B"
DATE: 10-12-21	DATE: 10-12-21		

**EXHIBIT C
DEPICTION OF BILLBOARD PLANS**



RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA AND
THE ORANGE COUNTY FLOOD CONTROL DISTRICT

January 11, 2022

WHEREAS, pursuant to Government Code section 26109, the Board of Supervisors may, by ordinance, provide for and regulate the sale of advertising space on County of Orange (“County”) real or personal property, for the purpose of raising revenue for the County; and

WHEREAS, pursuant to Orange County Flood Control Act, Water Code Appendix section 36-2(b)(4), the Orange County Flood Control District (“OCFCD”) is authorized to, *inter alia*, sell, lease, exchange, or dispose of real or personal property; and

WHEREAS, authorizing the sale and regulation of advertising space on County and OCFCD property will create revenue opportunities; and

WHEREAS, in order to create revenue opportunities on OCFCD property the Board intends to rescind Resolutions F60-23 and F60-65 which prohibit outdoor advertising on OCFCD property interests.

NOW, THEREFORE, BE IT RESOLVED that the County of Orange Board of Supervisors on behalf of the County and OCFCD does hereby:

1. Find that the sale of outdoor advertising space on County and OCFCD real and personal property may be used to raise revenue to provide for basic and essential public services.
2. Require any approval of advertisement on County and OCFCD real and personal property shall comply with the provisions of the California Outdoor Advertising Act, Chapter 2 of Division 3 of the California Business and Professions Code, Section 5200, *et. seq.* as applicable, as well as any applicable Orange County Codified Ordinances.
3. Rescind any previous resolutions which would conflict with the intent and purpose of this resolution, including Resolutions F60-23 and F60-65.
4. Require that use of OCFCD real or personal property for the purposes of advertisement may not take place unless the use is deemed by the Director of OC Public Works to be consistent or compatible with flood control purposes.

GOVERNMENT CODE

SECTION 26109

26109. A county board of supervisors may, by ordinance, provide for and regulate the sale of advertising space on county real or personal property, for the sole purpose of raising revenue for the county. Any such advertising shall comply with the provisions of Chapter 2 (commencing with Section 5200) of Division 3 of the Business and Professions Code. Nothing in this section shall be construed to empower a county to place or maintain an advertising structure, as defined in Section 5203 of the Business and Professions Code.

Orange County Flood Control Act

Water Code Appendix. § 36-2

§ 36-2. Objects and purposes; powers

Sec. 2. (a) The purposes of this act are to provide for the control of the flood and storm waters of the district, and the flood and storm waters of streams that have their source outside of the district, but which flow into the district, and to conserve those waters for beneficial and useful purposes by spreading, storing, retaining, and causing them to percolate into the soil within the district, or outside the district, or to save or conserve in any manner all or any of those waters and protect from damage from those flood or storm waters, the harbors, waterways, public highways, and property in the district.

(b) The Orange County Flood Control District is hereby declared to be a body corporate and politic and has all of the following powers:

(1) To have perpetual succession.

(2) To sue and be sued in the name of the district in all actions and proceedings in all courts and tribunals of competent jurisdiction.

(3) To adopt a seal and alter it at pleasure.

(4) To take by grant, purchase, gift, devise, or lease, and to hold, use, enjoy, and to sell, lease, exchange, or dispose of real or personal property of every kind, within or outside the district, necessary to the full exercise of its powers.

(5) To acquire, or contract to acquire, lands, rights-of-way, easements, privileges and property of every kind, and to construct, maintain, and operate any and all works or improvements within or outside the district necessary or proper to carry out any of the objects or purposes of this act, and to complete, extend, add to, repair, or otherwise improve any works or improvements acquired by it as authorized in this act.

(6) To exercise the right of eminent domain, either within or outside the district, to take any property necessary to carry out any of the objects or purposes of this act.

(7) To incur indebtedness, and to issue bonds in the manner provided in this act.

(8) To cause taxes or assessments to be levied and collected for the purpose of paying any obligation of the district in the manner provided in this act.

(9) To make contracts, and to employ labor, and to do all acts necessary for the full exercise of the powers of the district, or any of the officers thereof, by this act.

(10) To grant or otherwise convey to counties, cities and counties, cities, or towns, easements for street and highway purposes, over, along, in, through, across, or under any real property owned by

the district.

(11) To remove, carry away, and dispose of any rubbish, trash, debris, or other inconvenient matter that may be dislodged, transported, conveyed, or carried by means of, through, in, or along the works and structures operated or maintained hereunder and deposited upon the property of the district or elsewhere.

(12) To sell or dispose of any property, or any interest therein, or lease or rent any property, or any interest therein, whenever, in the judgment of the board of supervisors, the property, or any interest therein or part thereof, is not required for the purposes of the district, or property may be leased, or included in community leases embracing adjoining lands, for any purpose, including leases for mining or extracting oil, gas, hydrocarbon substances, or other minerals, without interfering with the use of the property for the purposes of the district. If it appears that wells drilled upon private lands are draining or may drain oil, gas, or other hydrocarbon substances from lands owned by the district and operations for the production of oil, gas, or other hydrocarbons on land owned by the district might interfere with the use of that land for the purposes of the district, the district may enter into agreements with the owners or operators of the wells for the payment of compensation to the district for drainage in lieu of drilling offset wells upon the land owned by the district, and to pay any compensation received into the general fund of the district and use the compensation for the purposes of this act. However, nothing in this section authorizes the board of supervisors, or other governing body of the district, or any officer thereof, to sell, lease, or otherwise dispose of any water, water right, reservoir space, or storage capacity, or any interest or space therein, except as provided by Section 17. The district may also grant to the United States of America, or any agency thereof authorized to accept and pay for land which lies within any channel, dam, or reservoir site, improved or constructed, in whole or in part, with federal funds, upon the payment to the district of the actual cost thereof as determined by the board of supervisors of the district. The district, by and through its board of supervisors, may warrant and guarantee the title of all lands so transferred to the United States under this section.

(13) Pursuant to paragraph (12), to lease or rent any property, or any interest therein or part thereof, if the board adopts a resolution that meets all of the following requirements, as applicable:

(A) Includes all of the following findings, based on evidence set forth in the minutes of the meeting:

(i) The property, or any interest therein or part thereof, is no longer or not yet needed for district uses and purposes, including, but not limited to, flood protection and water conservation, and the lease or rental use will not conflict with the uses and purposes of the district.

(ii) The lease or rental is consistent with the city or county general plan, specific plan, or other plans or policies adopted for the area within which the property is located, including any plans and regulations adopted pursuant to Chapter 4 (commencing with Section 8400) of Part 2 of Division 5 of the Water Code.

(iii) The lease or rental is consistent with city or county zoning ordinances, regulations, and policies adopted for the area within which the property is located.

(iv) The lease or rental is consistent with the city or county building regulations and policies adopted for the area within which the property is located.

(B) In the case of a rental, specifies the rental period and the approximate date on which the property will be needed for the uses and purposes of the district.

(C) For any property acquired by the district through eminent domain, declares that the property was acquired through eminent domain in accordance with Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure.

(14) To monitor, test, or inspect drainage, flood, storm, or other waters within the district for the purpose of recording, determining, and reporting the quality of the waters to appropriate regional water quality control boards.

(15) To assist the County of Orange and any city within the county in emergency operations to control or mitigate the effect of tides, waves, and ocean currents on the Orange County shoreline.

(16) To carry on technical and other investigations, examinations, or tests of all kinds, make measurements, collect data, and make analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and outside the district.

(17) To regulate, prohibit, or control the discharge of pollutants, waste, or any other material into the district's facilities by requiring dischargers to obtain a permit from the district prior to any discharge and by prohibiting the discharge of pollutants or other material which does or may cause a nuisance into the district's facilities without first obtaining a permit from the district, but, if a federal permit has been issued for the discharge, a permit may be issued by the district at no fee to the discharger; except as provided in this act, to require a fee to be collected prior to the issuance of a discharge permit, if the amount of the fee does not exceed the cost of issuing the permit; to require all permitholders to indemnify the district from any and all damages, penalties, or other expenses imposed on or required of the district by state or federal agencies due to any discharge by the permitholders into the district facilities.

(18) To establish compliance with any federal, state, or local law, order, regulation, or rule relating to water pollution or the discharge of pollutants, waste, or any other material into the district's facilities. For this purpose, any authorized representative of the district, upon presentation of his or her credentials or, if necessary under the circumstances, after obtaining an inspection warrant pursuant to Title 13 (commencing with Section 1822.50) of Part 3 of the Code of Civil Procedure, has the right of entry to any premises on which a water pollution, waste, or contamination source is located for the purpose of inspecting the source, including securing samples of discharges therefrom, or any records required to be maintained in connection therewith by federal, state, or local law, order, regulation, or rule.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA,
CREATING ARTICLE 5 OF DIVISION 7 OF TITLE 2 OF THE CODIFIED ORDINANCES
OF THE COUNTY OF ORANGE, ADDING THERETO SECTIONS 2-7-40 THROUGH 2-7-
42 PROVIDING FOR COMMERCIAL ADVERTISING ON COUNTY AND FLOOD
CONTROL DISTRICT PROPERTY

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Article 5 of Division 7 of Title 2 of the Codified Ordinances of the County of Orange is hereby created entitled "Commercial Advertising" and Sections 2-7-40 through 2-7-42 are added therein to read as follows:

Sec. 2-7-40. Purpose.

- (a) The provisions of this Division 7 of Title 2 are enacted by the Board of Supervisors of the County of Orange, also acting as the Board of Supervisors of the Orange County Flood Control District.
- (b) Provisions of this Article are adopted pursuant to Orange County Flood Control Act, Water Code Appendix section 36-2 and California Government Code Section 26109 for the regulation and sale of advertising space on County and Flood Control District real or personal property for the sole purpose of raising revenue for the County or Flood Control District. Any such advertising shall comply with the provisions of the California Outdoor Advertising Act, Chapter 2 of Division 3 of the California Business and Professions Code, Section 5200, *et. seq.* as applicable.
- (c) Any such advertising on Flood Control District real property may not take place unless the use is deemed by the Director of OC Public Works to be consistent or compatible with flood control purposes. Any sale of advertising space pursuant to this section is purely for commercial and revenue generation purposes not intended to transform any non-public forum into a public forum.
- (d) This Article shall not apply to the advertising of bail bond agents and criminal defense attorneys in County jails pursuant to Section 1-2-126 of Article 10 of Division 2 of Title 1 of the Codified Ordinances of the County of Orange.
- (e) To the extent practicable, any agreement for the sale of advertising space pursuant to 2-7-40(b), including without limitation a lease or license, shall make provision for the County or Flood Control District to display public service information.

Sec. 2-7-41. Supervision.

Notwithstanding any other provision of this Article, the County Executive Officer or designee shall have authority to review and make recommendations to the Board of Supervisors regarding advertising proposals, agreements, contracts and the like, authorized by this Article. The CEO or designee shall also review all advertising for compliance with the contract approved

by the Board of Supervisors, and may specify the exact location of the advertising. The CEO or designee may adopt and publish standards, rules and regulations relating to the size, format, content and placement of commercial advertising on County property, as applicable.

Sec. 2-7-42. No county endorsement.

Any sale of advertising space authorized under this article shall not allow an advertising display or use of the County's intellectual property to give the appearance or impression that any commercial product or service is endorsed or recommended by the Flood Control District, the County of Orange, or any of its agencies, departments, officers or employees.

Real Property Conveyance Questionnaire* for ASR

(*Applies to sale, lease, license, or easement of County or District owned assets)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)? **Air Rights Easement**
 - a) Why is this property being considered for lease, license, sale or other conveyance? **The air rights being proposed for conveyance are not needed by the Orange County Flood Control District (District). The conveyance would generate revenue to District and would allow for the development of a billboard project providing public benefits to the City of Fullerton (City).**
 - b) How and who identified this property as a potential conveyance? **The City and General Outdoor Advertising (GOA) approached the District and County about a proposed freeway-oriented, electronic billboard (Billboard) development which would partially overhang (Billboard Overhang) the District's Placentia Storm Channel (Channel) and inquired about GOA acquiring the necessary rights and approvals for GOA's Billboard to partially occupy air space above the Channel.**
 - c) What factors are key in recommending this property for conveyance? **The air rights being proposed for conveyance are not necessary for operation or maintenance of the Channel and would allow for a Billboard project providing public benefits to the City. The City has entered into a Development Agreement with GOA for development of the Billboard which, among other items, provides the City with assurance that certain obligations, including public benefit, by GOA will be met. As one of the public benefits, GOA has agreed to provide the City a portion of the Billboard's total available display time to allow the City to present public service messages and public safety alerts. GOA has also agreed to provide area within the Billboard structure to provide conduit within the sign structure for any potential future closed-circuit television (CCTV) capabilities. Additionally, GOA will pay the District a fee for use of the air space over the Channel.**
 - d) How does the proposed conveyance fit into the County's/District's strategic or general plan? **It is compatible with District's flood control purposes. The Billboard project is consistent with the City's Commercial General Plan land use designation and all applicable General Plan policies as well as with applicable zoning designation and regulations. Conveyance of the air rights for the Billboard would first require that the Board rescind existing Resolutions which prohibit outdoor advertising on District property.**
 - e) What are the short and long term anticipated uses of the property? **Conveyance would grant a non-exclusive, non-perpetual air rights easement for the operation, occupancy and use of a Billboard Overhang on, in and through a portion and volume of the air space. The term of Air Rights Easement Deed shall commence on the date that District confirms receipt, as memorialized in writing to GOA, that GOA has provided proof of all entitlements for development of the Billboard and shall terminate at the end of the thirtieth year after commencement or upon termination of the Development Agreement, whichever earlier.**
 - f) Are there any limitations on the use of the property in the conveyance documents? **Yes. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Air Rights Easement Area except as depicted in Exhibits B and C of the Air Rights Easement Deed without prior written consent of Director. GOA's use of the Air Rights Easement Area and its operation and maintenance of Billboard and Billboard Overhang will not impair or diminish existing or probable future requirements of District's use of the Air Rights Easement Area for flood control protection in accordance with the terms therein.**

2. What analysis has been performed as to whether to convey the proposed real property interest? County and District staff discussed and reviewed the proposed Air Rights Easement Deed. OC Public Works reviewed the proposed Air Rights Easement Deed and Billboard plans and determined the proposed Billboard would be compatible with its maintenance and operations on the Channel.
- Have there been any internally or externally prepared reports regarding this property conveyance? No
 - Who performed the analysis? County and District staff.
 - Provide details about the analysis and cost/benefit comparison. The Air Rights Easement Deed and Billboard plans were analyzed to be consistent and compatible with flood control purposes. Conveyance would generate revenue to District in the form of a one-time \$10,000 Air Rights Easement Fee and a one-time \$1,500 administrative fee to cover staff time in connection with the negotiation and processing of this Air Rights Easement Deed.
3. How was the conveyance price, or lease/license rent, determined? The Air Rights Easement Fee was negotiated between GOA and CEO Real Estate based on a comparable easement granted to GOA for billboard use with Riverside County.
- Who performed the appraisal or market study and what certifications do they possess? An informal appraisal was completed by a CEO Real Estate - Land Development staff member possessing an Advanced Certified Property Tax Appraiser certificate from the State Board of Equalization.
 - How does the price/rent compare with comparable properties? Within market range.
 - Does the setting of the price/rent follow industry standards and best practices? Yes
 - What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. GOA's use of the Air Rights Easement Area and its operation and maintenance of Billboard and Billboard Overhang shall be at no cost to the District. GOA shall, at no cost to District, conduct all activities and work in, on, or about the Air Rights Easement Area in a safe, good and workmanlike manner and in compliance with all applicable building, fire, and sanitary laws, ordinances, and regulations and shall maintain all improvements, used in on or about the Air Rights Easement Area in good repair and in safe condition. GOA agrees not to commit or permit to be committed waste, rubbish or litter on those portions of the Channel lying below or adjacent to the Air Rights Easement Area.
4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? None
- Will any of the upgrades be required to meet County, ADA, or other standards and requirements? No
 - Include estimates of the costs. N/A
 - What entity will be responsible for the costs? N/A
5. Can the County terminate the sale/easement, lease/license? Yes
- What would be necessary to terminate the agreement and when can it be terminated? Air Rights Easement Deed shall terminate without any further action of the Parties, except as directed in section 1(c) of the Air Rights Easement Deed, at the end of the thirtieth year after the Commencement Date, or upon the termination of the Development Agreement, whichever is earlier, unless otherwise terminated earlier or extended in accordance with the terms herein. The Air Rights Easement may be terminated by the Parties, in writing, if the Billboard is demolished and Billboard Overhang is not to be reinstalled in the Air Rights Easement Area, or the configuration of the Billboard is changed so as the Billboard Overhang no longer occupies the Air Rights Easement Area. Per section 1(c), upon termination of the Air Rights Easement, including but not limited to termination because of default by GOA, GOA shall execute and deliver to Director, within ninety (90) days after receipt of written demand therefor, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Air Rights Easement Deed from title.
 - Are there penalties to terminate the sale/easement, lease/license? No

6. What entity will be responsible for the payment(s)? **San Diego Outdoor Advertising, Inc. dba General Outdoor Advertising**
- a) How will the funds received be used or applied? **Funds received will be deposited in Flood Fund 400**
- b) What fund number will the funds from the conveyance ultimately be deposited into? **Flood Fund 400**
- c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) **N/A**
- d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? **N/A**
7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? **Yes**
- a) List any modified clauses and reasons for modification. **N/A**
8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? **N/A**

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to another party by the end of the term.
- ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com .



RECEIVED

2022 JAN 13 PM 1:08

MEMORANDUM

To: Clerk of the Board

From: Doug Chaffee, Fourth District Supervisor
Lisa Bartlett, Fifth District Supervisor

Date: January 13, 2022

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Doug Chaffee

Lisa A. Bartlett

RE: Supplemental Item for the January 25, 2022 Board of Supervisors Meeting – National Trafficking and Modern Slavery Prevention Month

S34B

Chairman Doug Chaffee and Supervisor Bartlett respectfully requests the Clerk of the Board to add a supplemental item to the agenda for the January 25, 2022 Board of Supervisors meeting. The title should read:

Chairman Chaffee and Supervisor Bartlett – Adopt resolution recognizing National Trafficking and Modern Slavery Prevention Month during the period beginning on January 1, 2022, and ending on February 1, 2022, culminating in the observance on February 1, 2022, of National Freedom Day

NATIONAL TRAFFICKING AND MODERN SLAVERY PREVENTION MONTH

By the authority of the Orange County Board of Supervisors, the following resolution is hereby issued:

WHEREAS, this year marks the 21st anniversary of the passing of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7101 et seq.), the people of the County of Orange remain committed to eliminate human trafficking and modern slavery, which is commonly considered to mean: (1) the recruitment, harboring, transportation, provision, or obtaining of an individual through the use of force, fraud, or coercion for the purpose of subjecting that individual to involuntary servitude, peonage, debt bondage, or slavery; or (2) the inducement of a commercial sex act by force, fraud, or coercion, or in which the individual induced to perform that act is younger than 18-years-of-age; and

WHEREAS, to combat human trafficking in the County of Orange and globally, Federal Government, and State and local governments must be: (1) aware of the realities of human trafficking and modern slavery; and (2) dedicated to stopping the horrific enterprise of human trafficking and modern slavery, placing equal value on the identification and stabilization of victims, as well as the investigation and prosecution of traffickers; and

WHEREAS, human trafficking happens all over the world, including Orange County, and the Orange County Human Trafficking Task Force (OCHTTF) was established in 2004 when a small group of leaders from different organizations came together and held a meeting to talk about a newly identified crime: human trafficking, which was in part due to the first victim identified in Orange County in 2002, a 10-year-old Egyptian girl who was a victim of labor trafficking; and

WHEREAS, according to an OCHTTF report in 2016, 13 new victims of human trafficking are identified in Orange County every month; of the total 284 victims assisted, 15% were labor trafficking and 82% were sex trafficking; 88% of labor trafficking victims were foreign nationals, 94% of sex trafficking victims were U.S. nationals, and 32% of sex trafficking victims were minors; and

WHEREAS, laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking and modern slavery have been enacted in the United States and Orange County, and it is essential to increase public awareness, particularly among individuals who are most likely to come into contact with victims of human trafficking and modern slavery, and through education, the County of Orange must also work to end human trafficking and modern slavery in all forms: now, therefore be it

RESOLVED, that the Orange County Board of Supervisors does hereby recognize National Trafficking and Modern Slavery Prevention Month during the period beginning on January 1, 2021, and ending on February 1, 2022, culminating in the observance on February 1, 2022, of National Freedom Day; and supports all other efforts to prevent, eradicate, and raise awareness of, and opposition to, human trafficking and modern slavery.

RECEIVED

Agenda Item S34C
Clerk's Use Only



2022 JAN 13 PM 1:18
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

**SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT**

MEETING DATE: 1/25/2022
LEGAL ENTITY TAKING ACTION: Orange County Housing Authority
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Chairman Chaffee
DEPARTMENT HEAD REVIEW: *[Signature]*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Julia Bidwell (714) 480-2991

[Signature: Doug Chaffee]

SUBJECT: Housing and Community Development Commission Appointment

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
N/A	N/A	3 Votes Board Majority
<i>[Signature]</i> CEO Signature	<i>[Signature]</i> County Counsel Signature	

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A
Staffing Impact: No **# of Positions:** **Sole Source:** N/A
Current Fiscal Year Revenue: N/A
Funding Source: N/A **County Audit in last 3 years:** Yes

Prior Board Action: 02/23/2021 #1, 08/11/2020 #4, 10/16/2018 #2, 07/31/2018 #2, 06/26/2018 #7

RECOMMENDED ACTION(S)

Acting as the Board of Commissioners of the Orange County Housing Authority appoint James Mai as a Member - at - Large to the Housing and Community Development Commission commencing upon Board of Supervisors approval through June 30, 2022, or until appointment of successor.

SUMMARY:

Appointment of this member to the Housing and Community Development Commission will comply with U.S. Department of Housing and Urban Development and Board of Supervisors requirements for oversight of the Orange County Housing Authority and Housing and Community Development.

BACKGROUND INFORMATION:

Pursuant to Ordinance No. 15-017, all members of the Housing and Community Development (H&CD) Commission shall be appointed by the Board of Supervisors, sitting as the Board of Commissioners for the Orange County Housing Authority (OCHA). Ordinance No. 15-017 specifies the terms, qualifications

and methods of appointments to the H&CD Commission. The 11 members of the H&CD Commission are selected as follows:

1. The H&CD Commission recommends two individuals to serve as Members-At-Large and two OCHA Tenant Commissioners.
2. The Orange County City Selection Committee recommends two individuals to the H&CD Commission to represent participating cities under OCHA jurisdiction.
3. The Orange County Board of Supervisors appoints the remaining five members of the H&CD Commission.

At a meeting on October 1, 2021, a H&CD Commission Ad-Hoc Committee recommended the following representative for appointment for the term ending ~~June 30, 2022~~, as follows:

Name	Orange County Resident? (Y/N)	Registered Voter (Y/N)	Category Term
James Mai	Y	Y	At Large Upon Appointment – 6/30 /2022

Prior Board Action:

On February 23, 2021, the Board approved the appointment of Rhonda Shader as a city selection representative. On August 11, 2020, the Board approved the reappointments of Wayne Carvahlo as a member-at-large, Carla Wilkerson and Helen Smith-Gardner as tenant representatives, and Cecilia Hupp as a member-at-large. On October 16, 2018, the Board approved the appointment of William O’Connell as a city selection representative. On June 26, 2018, the Board approved the appointment of Ron Garcia as a member-at-large.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A - Nomination Form
- Attachment B - Curriculum Vitae
- Attachment C - Ordinance No. 15-017
- Attachment D - Health and Safety Code 34280
- Attachment E - Application



ORANGE COUNTY BOARD OF SUPERVISORS

Nomination for Boards, Commissions & Committees (Rev. 7/15/19)

Agenda Date: January 25, 2022

Item # _____

To: **Members of the Orange County Board of Supervisors**

cc: **Clerk of the Board of Supervisors**

From: Julia Bidwell, Director, Housing & Community Development

It is my intent to appoint:

Name: **James Mai**

Address: _____

City & Zip: _____

Day Phone: () Fax Number: ()

E-mail address: _____

To the: H&CD Commission
(Name of Board, Commission or Committee)

Position Slot: Member At-Large

Name of incumbent being replaced or last known member: N/A

Term of Office: _____ or N/A

(Choose one) From (Date) 7/1/2020 to 6/30/2022
 Term Concurrent with Supervisor's Term of
 office Term Concurrent with position

Vacancy created by (Choose one): Resignation Expiration of Term N/A
 Other: _____

Nomination to: Appoint Reappointment Newly Formed Committee

Qualifications: Attached (must be attached for appointments and reappointments)

Remarks: _____

For Clerk of the Board Use Only

Clerk's Initials: _____ File I.D. _____ Needs a COI Send Departure Letter

Contact Name _____ Supporting Agency _____ Mail or Pony

Appoint/Complete: Term Years _____ Term Dates: _____ to _____
 CWS Other _____

Check one: Scheduled Vacancy Unscheduled Vacancy
Posted on _____ to _____

Certification of posting attached.

James Mai

CEO, Entrepreneur, and
Philanthropist

James Mai



Overview

COMMUNITY INVOLVEMENT

Currently focusing on philanthropy and advocacy work. Board member and advisor to several non-profits, specifically pertaining to local, county, community issues, children's rights, and anti-hate.

Irvine Community Alliance Fund - Board of Directors

Irvine Childcare Committee - Committee Member

Help Me Grow Orange County (First 5) - Committee Member

Greentree (IUSD) School Site Council - Vice Chairman

Asian Americans Pacific Islanders (AAPI) United - Chairman

CAREER HIGHLIGHTS

20+ years of driven business experience; hands-on executive specializing in revenue strategy/monetization and strategic growth. A proven operator in diverse industries and markets. Founder and investor of several organizations that have expanded internationally. Managed and operated several 5-10M organizations and advised several start-ups. Engagements have included functional leadership roles including; CMO, CIO, COO, CSO.

Experience in scaling ventures with a focus on overall business strategy, revenue, and marketing. Hands-on leadership includes multiple advisory roles and working in collaboration with owners, investors and C-Level teams.

Proven lead in implementing strategic development and execution of go-to-market strategy in multiple verticals. Primary verticals are disruptive which since the early 2000s have been web/technology, entertainment, healthcare, and other disruptive markets.

Cross-functional experience; Business Development/Sales, Marketing, Digital Strategy, Channel Development, Operations, all backed by a foundation of targeted team building.

Experience

Bristol & Bates (BristolBates.com) / CEO

2010 - Present, Newport Beach, CA

Served as a C-Level on several different client engagements, currently CMO and COO of a Phoenix-based technology company managing over 10M unique users on a digital subscription-based platforms with a 15%-20% increase in ancillary revenue growth for the past 6 years while handling all aspects of daily operations of the client organization (3 offices) within our internet/digital media vertical.

Functional roles and engagements (Los Angeles, Málaga, Spain, and Montreal, Quebec, Canada)

- Consulting Chief Operating Officer (Revenue)
- Consulting Chief Marketing Officer (Strategy/Marketing)
- Consulting VP/Director of Sales & Digital Marketing
- Consulting Director of SEO/Internet Marketing
- Consulting Entrepreneur In Residence

My secondary role is advisory of investments/partnerships and venture launches, incubating and expanding several companies within the digital space providing and executing revenue and strategy projects at the executive level.

Oversaw our ventures and managing partnerships, directly interfacing with partners and their teams. Companies included new start-up ventures and mid-sized organizations both internationally and domestic. Oversaw division strategy and grew several internal venture projects while assisting clients in expansion, nearly all project work was in disruptive verticals and industries. Primary subject matter expert in digital marketing and revenue strategy working with technology, start-ups, and new market ventures.

Specific Projects

Consulting CIO/CTO/CMO at Kingdom Web Operations (2 years)
Assumed leadership role of a 25+ year old company generating approximately 3M/annually. Oversaw all 3 offices/8 FT employees while actively generating new ancillary revenue for the company (resulting in additional 700k over 2 years in partnership deals).

Brought in by owner as an efficiency expert; negotiated and reduced overhead by approximately 25% while maintaining service levels. In addition to day-to-day operations personally

managed nearly all functions within the company, traveling nationwide for the organization and serving as the face of the company within vertical markets.

Consulting Vice President, Sales and Marketing at (6 years)

Primary Responsibility is for all branding and digital marketing of a now internationally recognized global company. Other responsibilities included partner relations/development, sales/affiliate marketing efforts, and general operations. Individually, the core of our branding and marketing machine with an emphasis on company strategy and brand marketing.

- Oversight of all internet and online marketing activities for brand, clients, and ad partners.
- Interfaced regularly with over 50+ affiliate partners and sponsor programs
- Managed 5 staff members including marketing coordinators, bloggers, designers
- Development and strategy of internal marketing campaigns and client websites and brands
- Built several sites from conception to web production using PHP/HTML4/Wordpress
- Developed ads, ad content and worked with ad networks for PPC and CPM deals
- Daily and weekly reviews of analytics (Google Analytics) and use of other data tracking resources
- Drive revenue through tracking and focusing on primary KPIs, A/B testing optimizing for traffic
- Developed B2B relationships for the company traveling to major digital conferences and expositions

Consulting Director of Internet Marketing (5 years) at Outsight Media

Oversaw all marketing for a production site (1M-4M visitors/mo.) Worked with tech teams in Europe and directly with the CEO in brand strategy and all internet marketing.

Consulting Entrepreneur in Residence (5 years) at (SeedBox Media)

Executive advisory working with owners on a broad spectrum of initiatives and projects; from hiring to strategic partner management, developing revenue partnerships, affiliate marketing strategies, and general advisory. Worked with the founder assisting in companywide growth from 50 employees to over 200 in Montreal. Hired several key executives into the company to support growth. Company size: 200+

Synergy Corp / Partner, Consultant

2005 - 2010, Newport Beach, CA

SynCorp was a global consulting BPO/RPO firm based in the United States which operated from 2002-2011. The company provided management services to financial firms, venture-backed start-ups

and also Fortune 500 organizations. Notable clients include the U.S. Government and Intel Capital Venture-backed portfolio companies.
Functional roles and engagements

- Consulting Vice President of Sales - 5 yrs
- Consulting Vice President of Channel Sales - 3 yrs
- Consulting Director of Internet Marketing - 3 yrs
- Consulting Director of Recruitment/Talent Acquisition - 5 yrs
- Leadership and responsibilities for B2B projects and activities while managing a team of 8 associates.
- Expanded company to 3 locations in Southern California
- Established firm as a Prime Federal Contractor, personally wrote bid/proposals and successfully won single-source contracts with the government.
- Negotiated and secured regional and national recruitment contracts with major healthcare companies.

Consulting Vice President Sales (5 years) at SMFC

SMFC is a direct lender and real estate mortgage banker, in the last five years the company funded and processed over \$1 billion as a correspondent mortgage lender. Since 1999, Security has remained a privately held, independent mortgage banker based in California.

Primary Responsibility: Assist in recruiting and retaining a 3-tier sales force of commissioned outside sales professionals, real estate salesperson and mortgage bankers on business lines including; direct to consumer (retail) and channel/wholesale. Dotted line management of operations teams with 30 indirect sales force.

Secondary responsibilities (Channel): Launched and developed our B2B Wholesale Division that was a funding source for channel partners (real estate and mortgage brokers). Developed internal and external communications, ongoing training programs/materials for channel including; educational pieces, compliance training, product knowledge seminars and internal pricing

Consulting Director of Digital Marketing (6 years)

Oversaw several campaigns and projects for the company. Serving as technical lead and marketing lead for all projects working with internal and external staff. In addition, secured and managed key clients and assisted in strategic transition into various verticals.

- Helped launch several operating subsidiaries to profitability in Entertainment and eCommerce
- Created a marketing strategy for Real Estate Brokerage (client), including developing flyers, branding materials and open-house collateral for agents.
- Managed marketing strategy from ground up for Mortgage Bank. Developed product flyers, marketing material for both

consumer market and wholesale lending division.

- Developed and built an eCommerce shop for a PC retailer who wanted an online presence. Cataloged thousands of components and developed a configurable system builder online.
- Management of all marketing efforts with ad networks specifically Rakuten/Linkshare and Conversant/Commission Junction for mainstream and various providers within Adult.
- Audit client sites providing optimization strategy for both on and off page marketing.
- Managed all traffic campaigns focusing on SEO/CRO and organic traffic acquisition methods to company owned network of sites/blogs and portals

Multiple Clients / Senior Consultant

2002- 2005, Irvine, CA

Multiple consulting engagements working with start-up organizations and Fortune 100 clients ranging from; Internet/Tech, Mortgage, Real Estate, and Healthcare. Worked hands on with multiple clients and executive level management in developing and improving recruitment/on-boarding processes and hiring. Clients included; Oakley, SmileCare, Gentle Dental/Interdent, Multiple Mortgage Banks, Lenders, and nonprofits. Functional roles and engagements (Los Angeles, Orange County, Silicon Valley)

- Director, Recruitment & Development
- Recruitment Consultant/Executive Recruiter
- Senior Sales Recruiter
- Senior Technical Recruiter
- Recruitment Manager
- Production Partner (Revenue)
- Senior Technical Consultant

Fujitsu / Senior Associate

2000 - 2002, Irvine, CA

Internal Headhunter for one of the largest companies in the world. Fujitsu is the 3rd largest technology company in the world (47 Billion) and is a multinational company with over 175,000 employees providing services to more than 70 countries.

- At 21 years old. the youngest hire into a senior, front-face role (Senior Corporate Recruiter)
- Supported Fujitsu growth with a focus on sales recruitment and national sales expansion.
- Recruited corporate and national positions within 6 departments and 30+ nationwide locations.
- Responsible for multiple nationwide recruitment projects,

direct recruitment strategy development, managing third-party agency relations, college recruitment.

- Managed college recruitment and relationships with local UC/CAL Schools. Implementation and design of internship program specifically working with UC Graduate schools

Education and Studies

Kent State University / Business Administration, CIS Computer Science

Stanford University / Advanced Computer Security

Purdue Global University / Network Security and Computer Programing

AIRS/ADP HR / Certified HR Consultant (CIR, CDR, ACIR)

Microsoft / Systems Engineer Program

ORDINANCE NO. 15-017

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA,
AMENDING SECTION 1-2-302 OF THE CODIFIED ORDINANCES
OF THE COUNTY OF ORANGE REGARDING THE COMPOSITION OF
THE HOUSING AND COMMUNITY DEVELOPMENT COMMISSION

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Section 1-2-302 of the Codified Ordinances of the County of Orange is hereby amended to read as follows:

- (a) All members of the Housing and Community Development Commission shall be appointed by the Board of Supervisors acting as the Board of Commissioners for Orange County Housing Authority and shall serve at the pleasure of the Board of Commissioners.
- (b) There shall be eleven (11) members of the Commission, selected as follows:
 - (1) Each member of the Board of Supervisors shall nominate one (1) member of the Commission. A member of the Board may nominate an Orange County resident who resides outside the District that the member represents, but may only nominate such a person with the written concurrence of the Board member who represents the District in which the proposed nominee resides.
 - (2) Two (2) of the members of the Housing and Community Development Commission shall be participating tenants of the Orange County Housing Authority. One (1) tenant commission member shall be over sixty-two (62) years of age if the Authority has tenants applying of such age. If a tenant commission member ceases to be a tenant of the Housing Authority, he or she shall be disqualified as a commission member and another tenant shall be appointed to fill the unexpired term. The Housing and Community Development Commission shall recommend two (2) individuals to serve as tenant commission members.
 - (3) Two (2) of the members of the Housing and Community Development Commission shall be City representatives as recommended by the City Selection Committee.
 - (4) The Housing and Community Development Commission shall recommend two (2) individuals to serve as At-large members of the Commission.
- (c) Each member of the Housing and Community Development Commission shall serve for a term of two (2) years or until the appointment of a successor. The terms of office of the City members, recommended by the City Selection Committee, the tenant members and the At-Large members recommended by the Housing and Community Development Commission shall commence on July 1 of each even-numbered year. Terms of office of the remaining Housing and Community Development Commission members shall commence on July 1 of each odd-numbered year. Veterans and persons with Special Needs will be given additional consideration as an appointee.

This ordinance shall take effect and be in full force thirty (30) days from and after its passage and before the expiration of fifteen (15) days after the passage thereof, shall be published once in an adjudicated newspaper in the County of Orange.

THE FOREGOING was **PASSED** and **ADOPTED** by the following vote of the Orange County Board of Supervisors on October 06, 2015, to wit:

AYES: Supervisors: **ANDREW DO, SHAWN NELSON, MICHELLE STEEL
LISA A. BARTLETT, TODD SPITZER**

NOES:
EXCUSED:
ABSTAINED:



CHAIRMAN

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

I, **ROBIN STIELER**, Interim Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Ordinance was duly and regularly adopted by the Orange County Board of Supervisors.

IN WITNESS WHEREOF, I have hereto set my hand and seal.



ROBIN STIELER
Interim Clerk of the Board,
County of Orange, State of California

Ordinance No.: 15-017
Agenda Date: 10/06/2015
Item No.: 31



I certify that the foregoing is a true and correct copy of the Ordinance adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Interim Clerk of the Board of Supervisors.

By: _____
Deputy

HEALTH AND SAFETY CODE - HSC

DIVISION 24. COMMUNITY DEVELOPMENT AND HOUSING [33000 - 37964]

(Heading of Division 24 amended by Stats. 1975, Ch. 1137.)

PART 2. HOUSING AUTHORITIES [34200 - 34606]

(Part 2 added by Stats. 1951, Ch. 710.)

CHAPTER 1. Housing Authorities Law [34200 - 34380]

(Chapter 1 added by Stats. 1951, Ch. 710.)

ARTICLE 3.5. Alternative Officers [34290 - 34293]

(Article 3.5 added by Stats. 1968, Ch. 106.)

34290.

(a) As an alternative to the appointment of commissioners of the authority, the governing body of any county or city, at the time of the adoption of a resolution pursuant to Section 34240 or at any time thereafter, may declare itself to be the commissioners of the authority, in which case, all the rights, powers, duties, privileges and immunities, vested by this chapter in the commissioners of an authority, except as otherwise provided in this article, shall be vested in the governing body.

(b) If the governing body of any county or city has declared itself to be the commissioners of the authority, the governing body shall also appoint two tenants of the authority as commissioners if the authority has tenants, or within one year after the authority first does have tenants. One tenant commissioner shall be over 62 years of age if the authority has tenants over that age. Tenant commissioners appointed pursuant to this subdivision shall serve, and their successors shall be appointed, as provided in Section 34272.

(c) As an alternative to appointment of tenants of the authority as commissioners of the authority pursuant to subdivision (b), if a housing commission is created as provided in Section 34291, the governing body may make tenant appointments pursuant to subdivision (b) to the commission rather than to the authority. In communities where the housing commission also serves as the community redevelopment commission under Section 33201, the governing body may make tenant appointments pursuant to subdivision (b) to that joint commission rather than to the authority.

(d) A tenant commissioner shall have all the rights, powers, duties, privileges, and immunities of any other commissioner.

(Amended by Stats. 1983, Ch. 478, Sec. 5. Effective July 28, 1983.)

34291.

A governing body of a county or city which has declared itself to be the commissioners of the authority pursuant to Section 34290 may, by ordinance, create a housing commission. The number of members thereof, their terms of office, their qualifications, and the method of their appointment and removal shall be as provided by ordinance.

(Added by Stats. 1968, Ch. 106.)

34292.

If a housing commission is created as provided in Section 34291, its function shall be to review and make recommendations on all matters to come before the authority prior to authority action, except

emergency matters and matters which the commission, by resolution, excludes from its review. The governing body may provide for procedures for review and recommendation, and for further functions of the commission, by ordinance or resolution, and may delegate any of its functions as commission of the housing authority to the housing commission created pursuant to Section 34291.

(Amended by Stats. 1976, Ch. 1343.)

Reference:

California Legislative Information. 1951. *Healthy and Safety Code - HSC*. [ONLINE] Available at: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=24.&title=&part=2.&chapter=1.&article=3.5. [Accessed 14 June 2018].

**SUPPLEMENTAL QUESTIONNAIRE
HOUSING AND COMMUNITY DEVELOPMENT COMMISSION**

1. Please explain your interest in serving on the H&CD Commission.

As a 20 year resident of Irvine and an active member of the community, and a business owner, I am very interested in working with the members of this commission and combining my experience in business w/community service. One of my personal interests is how to assist and serve low-income families, as at one point in my life as a child, we relied on assistance as refugees. I also own multiple business, all located in Orange County and economic development would be of interest.

2. In addition to activities related to the Orange County Housing Authority, Commission members also vote on recommendations for affordable housing developments and a variety of community development projects. Do you have any related experience, training or knowledge that makes you a good candidate to provide objective input and recommendations on a variety of housing related issues?

In addition to my experience as a Managing Director and Principal of Bristol and Bates, I was a former Vice President of Lending for a lender, and also worked with many real estate brokerages and firms throughout my career. In addition I am a seasoned REIT/Real Estate investor.

3. H&CD Commission members include five representatives appointed by the Board of Supervisors, two from the Cities Selection Committee, two At-Large members and two tenants who are receiving housing assistance. If selected, what perspective can you bring to this group?

I would bring an outside perspective that is business oriented but also focused on providing assistance for those in need. The experience is making sense out of chaos and also being able to correct bottlenecks and avoid them. As an advisor to owners/boards my expertise is providing a fresh set of eyes to any situation.

4. The H&CD Commission requires a commitment generally on the fourth Thursday of each month. Do you foresee any challenges attending these meetings on a regular basis? Are there any conflicts of interest that may arise with your appointment to the H&CD Commission?

No, I do not have any conflicts.

5. Do you have any business associations, affiliations, contracts, or any other involvement in an activity(ies) that could be a conflict interest?

No conflicts of any sort.

6. Is there any other information you would like to share?

I am very interested in bring a part of this commission. If selected I will use my knowledge and experience to bring value. This is also a cause I am passionate about, similar to my appointment to the affordable child care committee in Irvine, I would bring not only business savvy to the table but empathy for those in need.

For more information and some background information, my personal website is - jamesmai.com