

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

424



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 1, 2009

SUBJECT: Outdoor Advertising Display Relocation Agreement between the Agency and Lamar Central Outdoor, LLC, ("Agreement") 2nd District

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a. The construction of the SR 60/Valley Way Interchange Improvement Project ("Project") will benefit the Jurupa Valley Project Area ("Project Area") by helping to eliminate blight within the Project Area by improving traffic and public safety in Project Area; and
 - b. No other reasonable means of financing the costs of the Project are available to the community because the current economic crisis has substantially reduced the community's revenues to fund the Project; and

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 75,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2009/2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes	
SOURCE OF FUNDS: Jurupa Valley Project Area Redevelopment Funds	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY
On motion of Director Benoit, seconded by Director Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 6, 2010
xc: RDA, EDA,

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

(Comp. Item 3.38)

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

SOCIAL PROCEDURE AGREEMENT
 ROBERTE BYRD
 BY: *Michelle Clack*
 MICHELLE CLACK
 DATE: 2/16/10
 Departmental Concurrence: AIA GA R. GIBBO C. NEGRA

Policy
 Policy
 Consent
 Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for a portion of the costs of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which calls for transportation improvements.
2. Find that the approval of this Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15302. CEQA Guidelines Section 15302 is a categorical exemption for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced;
3. Approve and Authorize the Chairman of the Board to execute the attached Outdoor Advertising Display Relocation Agreement by and between the Agency and Lamar Central Outdoor, LLC (Lamar") and Approve the payment up to \$75,000; and
4. Authorize the Executive Director of the Redevelopment Agency or designee to execute and take all necessary steps to implement this Agreement including signing subsequent necessary and related documents to complete this transaction.

BACKGROUND:

The Agency owns the real property known as Assessor's Parcel Number 174-150-012 ("Property"), which is located within the Jurupa Valley Project Area. Lamar owns and operates two (2) outdoor advertising displays ("Displays") on the Property and the Displays need to be moved from their current location in order for the Project to be constructed.

The Agency wishes to pay for the costs of removing and relocating the Displays to facilitate the construction of the Project, which will improve traffic circulation in the area and enhance public safety within the Project Area.

The attached Agreement sets forth the terms by which the Agency will provide up to \$75,000 for costs associated with removing the Displays from the current location, and grant Lamar the temporary right to enter the Agency's Property to remove the Displays.

The Agency will renegotiate a new Lease Agreement with Lamar to memorialize the terms and conditions for the remaining Billboard which will remain on Agency property. Upon completion, the Lease will be submitted to the Board for consideration.

Staff recommends approval of the attached Agreement.

OUTDOOR ADVERTISING DISPLAY RELOCATION AGREEMENT

This Outdoor Advertising Display Relocation Agreement (“Agreement”) is made and entered into as of April 6, 2010, by and between, on the one hand, the Redevelopment Agency for the County of Riverside, a public body, corporate and politic (the “Agency”), and on the other hand, Lamar Central Outdoor, LLC, a Delaware limited liability corporation (“Lamar”). Hereafter Agency and Lamar are sometimes referred to as “Party” or collectively as “Parties.”

This Agreement is made for the following purposes and with respect to the following facts, which the Agency and Lamar agree to be true and correct:

RECITALS

A. The County of Riverside (“County”) has undertaken a project to construct improvements on the State Route 60 at the Valley Way Interchange entitled SR 60/Valley Way Interchange Improvements Project located in the unincorporated area of Riverside County (“Public Improvement Project”).

B. The Agency is the owner of that certain real property commonly known as Assessor’s parcel number (“APN”) 174-150-012, depicted in Exhibit “A” (“Agency’s Property”), attached hereto and by this reference incorporated herein.

C. The Agency’s Property is located within the Jurupa Valley Project Area (“Project Area”).

D. The Agency’s Property is also within the Public Improvement Project’s site, of which a portion is needed by the County for the planned public right-of-way.

E. Lamar owns and operates two (2) outdoor advertising displays (each a “Display” and collectively the “Displays”), on Agency’s Property, as further depicted on Exhibit “A”.

F. In order for the County to construct the Public Improvement Project, the Displays need to be removed from their current location on the Agency’s Property.

G. The Public Improvement Project will improve traffic and circulation within this portion of the County.

H. Section 33445 of the California Health and Safety Code provides that a redevelopment agency may pay all or a part of the cost of the installation and construction of any building, facility, structure or other improvement which is publicly owned either within or without the project area upon certain findings and consent of the legislative body.

I. Additionally, Health and Safety Code Section 33421 allows a redevelopment agency to develop as a building site any real property owned by it. In connection with the development, the redevelopment agency may cause, provide or

undertake or make provisions with other agencies for the installation, or construction of streets, utilities, parks, playgrounds and other public improvements.

J. Agency desires to facilitate the relocation of one of the Displays (“Display #3342” depicted on Exhibit “C”) from its current location in order to aid the County’s construction of the Public Improvement Project.

K. Offsetting the costs associated with the construction of the Public Improvement Project will assist the Agency in eliminating blighting conditions within the Project Area, benefit the Project Area by improving traffic conditions and increasing public safety, as well as help the Agency to implement the Project Area’s redevelopment plan.

L. The County, through its Transportation Department, is acquiring Display #3341, depicted on Exhibit “B” and providing just compensation to Lamar for the costs associated with the removal of the Display #3341 and additional costs for the relocation of Display #3342.

M. County and Lamar intend to enter into that certain Outdoor Advertising Display Acquisition and Relocation Agreement (“County Agreement”) on or around the same time as this Agreement will be executed to memorialize the terms and conditions upon which County will provide just compensation to Lamar for the acquisition of Display #3341 and additional costs for the relocation of Display #3342.

N. The California Outdoor Advertising Act, Business and Professions Code, Section 5214, encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications.

O. The California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the County and display owners and to adopt ordinances and resolutions providing for relocation of displays.

P. Agency and Lamar now wish to enter into this Agreement to memorialize the terms and conditions upon which the Agency will assist in the costs of relocating Display #3342, which is needed to facilitate the County’s construction of the Public Improvement Project, and to set forth the terms to allow Lamar on Agency’s Property to remove Display #3341 and relocate Display #3342.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. Existing Displays:

- a. **Agency's Acknowledgement:** The Agency acknowledges that the Displays are located within a contemplated public-right-of-way.
- b. **Displays' Legal Status:** Lamar represents and warrants that Display #3342 complied with all applicable State laws and County of Riverside ordinances and regulations in effect at the time it was erected.

2. **Removal and Relocation of Displays:**

- a. **Display #3341:** Lamar shall remove Display #3341 in accordance with the terms set forth in the County Agreement.
- b. **Display #3342:** Lamar shall relocate Display #3342 in accordance with the terms set forth in the County Agreement.
- c. **Agency Consent:** Agency consents and agrees that Lamar may make and file applications to such local, state and federal government entities whose approval for permits are necessary for the removal and relocation of the Displays. All filings must be completed by Lamar within twelve (12) months of the Effective Date (as defined hereafter). In the event an extension is necessary to file the required entitlements, a request and granting of extension must be made in writing to the Agency as set forth in Section 8.

3. **Right of Entry (ROE):**

- a. **Purpose:** Agency hereby grants to Lamar and its agents, employees and contractors the temporary right to enter onto the Agency's Property for the purpose of permanently removing Display #3341 and relocating Display # 3342 as described in the County Agreement. .
- b. **ROE Term:** The term of the temporary ROE shall commence on the Effective Date and shall terminate twelve (12) months from the Effective Date or until Display #3341 is removed and Display #3342 is relocated to its new location on Agency's Property, whichever is sooner.
- c. **Notice of work:** Prior to any entry upon the Agency's Property for the purposes set forth above, Lamar shall notify Agency pursuant to Section 8 hereof.
- d. **Liens:** Lamar shall not permit to be placed against the Agency Property any design professionals', mechanic's, material man's contractors' or subcontractors' liens with the regard to Lamar's actions upon the Agency's Property. Lamar agrees to hold Agency harmless for any loss or expense, including reasonable attorneys' fees, arising from any such liens which might be filed against the Agency's Property.
- e. **Inspection:** Agency and its representatives, employees or agents may enter and inspect the Agency's Property at any time from time to time at

reasonable times to verify Lamar's compliance with the terms and conditions of this Agreement.

- f. **Protection and Restoration of the Property:** Lamar shall protect the Agency's Property from damage due to the actions or inactions of Lamar or any party acting on Lamar's behalf, including all improvements and natural resources thereon, at all times at Lamar's sole cost and expense. Lamar shall not place or dump garbage or trash anywhere upon the Agency's Property, except for self contained trash receptacles. Lamar shall not commit or create any waste, hazardous condition and/or nuisance to occur on Agency's Property. Lamar may not cut or remove any native trees or brush upon Agency's Property, except for the elimination of safety hazards, without prior written consent from Agency. Lamar must exercise due diligence in the protection of Agency's Property against damage or destruction by fire, vandalism or other cause related to Lamar or any party acting on Lamar's behalf.
- g. **Insurance:** Lamar shall provide, and/or cause its contractors to provide a policy or policies of insurance as follows: A certificate of insurance naming the Agency, its Directors, Officers, employees, agents or representatives as additional insured in the amount of \$1,000,000.00 general liability policy as well as verifying \$1,000,000.00 of automobile and workers compensation insurance. Such insurance shall be primary and all endorsements shall be provided. Maintaining and showing proof of insurance shall not limit or restrict Lamar's indemnification of the Agency.
- h. **ROE Termination.** Upon the termination or revocation of the ROE, Lamar shall, at its own cost and expense, remove any debris generated by its use and Agency's Property shall be left in a neat condition. Lamar agrees not to damage Agency's Property in the process of performing the permitted activities.
- i. **Public Safety:** Lamar shall, or cause its contractors or subcontractors to take any and all necessary and reasonable steps to protect the public from harm due to its activities under this Agreement.

4. Lease Agreement:

- a. **Negotiations:** Within thirty (30) days after the Effective Date of this Agreement, the Parties shall commence good faith negotiations to determine the terms of a lease by and between the Agency and Lamar to allow Lamar to operate the relocated Display #3342 on Agency's Property.
- b. **Consideration:** Within one hundred and twenty (120) days after the Effective Date of this Agreement, such lease shall be presented to the Parties for consideration.

- c. **Extension of Time:** The time periods set forth above in Section 4.a. and 4.b. may be extended upon written consent by both Parties.

5. Compensation:

a. **Costs and Fees:** The Agency shall pay Lamar an amount not to exceed Seventy Five Thousand Dollars (\$75,000) for fees pertaining to the relocation of Display #3342, including but not limited to outdoor advertising display permit application(s) fees, plan check fees, building permit fees, and for costs associated with the relocation, including but not limited to construction costs.

b. **Payment:** Lamar will be reimbursed upon Agency's receipt of invoices evidencing that the fees and costs set forth above were paid by Lamar. Agency will pay Lamar's submitted invoices within thirty (30) days of receipt.

6. Indemnification:

a. **Lamar's Responsibilities:** Lamar shall defend, indemnify and hold harmless the Agency, its Board of Directors, agents, officers and employees from any claim, action, or proceeding brought or asserted by a third person or entity against the Agency or its Board of Directors, agents, officers or employees to attack, set aside, void, or annul this Agreement or the County Agreement, or any prior or subsequent development approvals, or any other action by the Agency in connection with this Agreement or the County Agreement, or to impose personal liability against such agents, officers or employees resulting from their involvement in this Agreement or the County Agreement, which claim, action, or proceeding is brought within the time period provided by law, and which claim is related to the action or inaction of Lamar or a party associated with Lamar and this Agreement or the County Agreement, including any claim for private attorney general fees claimed by or awarded to any party from the Agency. To the extent that the Agency uses any of its resources responding to such claims, action, or proceeding, Lamar will reimburse the Agency within thirty (30) days of the submission of an itemized statement for these resources. Such resources include, but are not limited to the reasonable expenses and charges related to staff time, court costs, Agency's Counsel's time at their regular rate for external or non-County agencies, or any other reasonable direct or indirect costs associated with responding to the claim, action or proceeding.

b. **Procedures:** The Agency will promptly notify Lamar in writing of any such claim, action, or proceeding. After receipt from the Agency of notice of any claim, or the commencement of any action or proceeding with respect to which indemnification is being sought under this Agreement by the Agency. Lamar will assume the defense of such claim, action or proceeding, including the employment of counsel reasonably satisfactory to the Agency and Lamar and the prompt payment of the fees and disbursements of such counsel. In the event, however, the Agency reasonably determines that having common counsel would present such counsel with a conflict of interest, or if

Lamar fails to assume the defense of the claim, action or proceeding or to employ counsel reasonably satisfactory to the Agency, in either case in a timely manner, the Agency may employ separate counsel to represent or defend it in any such claim, action or proceeding and Lamar will promptly pay the fees and disbursements of such counsel.

c. **Agency's Responsibilities:** The Agency shall, within its unlimited discretion, in good faith, participate and cooperate in the defense of any such claim, action or proceeding.

d. **Agency's Right to Settle:** The Agency shall have the right to decide whether to litigate or settle any such claim, action or proceeding brought against Agency without Lamar's approval.

e. **Security for Performance of Obligations:** Performance of Lamar's indemnification obligations pursuant to the Agreement shall be secured by a letter of guaranty by "Lamar Media Corporation", Lamar's parent company, which shall be provided to the Agency.

7. **Binding Effect:** Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

8. **Notices:** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed valid and effective five (5) calendar days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, and shall be addressed as follows:

If to Lamar:

Lamar Central Outdoor
24541 Redlands Boulevard
Loma Linda, CA 92354

With a Copy to:

Gresham Savage Nolan & Tilden
Attn: Ted Stream, Esq.
3750 University Avenue, Suite 250
Riverside, California 92501

If to the Agency:

Redevelopment Agency
For the County of Riverside
3403 10th Street, 3rd Floor
Riverside, CA 92501

With a Copy to:

County of Riverside
Economic Development Agency
P.O. Box 1180
Riverside, CA 92502

9. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California.

10. **Others Affected:** Each and all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties, their successors-in-interest, agents, representatives, assignees, and transferees.

11. **No Third Party Beneficiaries:** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended, nor shall it be construed to confer upon any person or entity, other than Lamar and the Agency, any rights, remedies, obligations or liabilities under or by reason of this Agreement. This Section 11 shall not be construed to compromise in any way the rights of successors-in-interest, agents, representatives, assignees, and transferees, as described in Section 10, above.

12. **Advice of Counsel:** In entering into this Agreement, the parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that these terms are fully undertaken and voluntarily accepted by them. The parties further represent that they have no question with regard to the legal import of any term, word, phrase, or portion of this Agreement, or the Agreement in its entirety, and accept the terms of this Agreement as written.

13. **Authority to Execute:** The parties hereto represent and warrant to each other that they have full authority to execute this Agreement.

14. **Headings:** The headings employed to identify the provisions contained herein are solely for the convenience of the parties to this Agreement. If any ambiguity appears in either the headings or the provisions attendant thereto, such ambiguity shall not be construed against any party to this Agreement on the grounds that such party drafted this Agreement.

15. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

16. **Integration:** This Agreement contains the complete expression of the whole agreement between the parties hereto, and there are no promises, representations, agreements, warranties or inducements, either expressed verbally or implied, except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the parties.

(CONTINUES ON NEXT PAGE)

17. **Compliance with Laws:** Lamar shall, in all activities undertaken pursuant to this Agreement, comply with all federal, state and local laws, rules, and regulations.

18. **Effective Date:** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 4-6, 2010

REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

LAMAR CENTRAL OUTDOOR, LLC

By: Marion Ashley
Chairman, Board of Directors

By: Randy Straub
Name: Randy Straub

MARION ASHLEY Title: Vice Pres/General Manager

ATTEST: **KECIA HARPER-IHEM**
CLERK OF THE BOARD

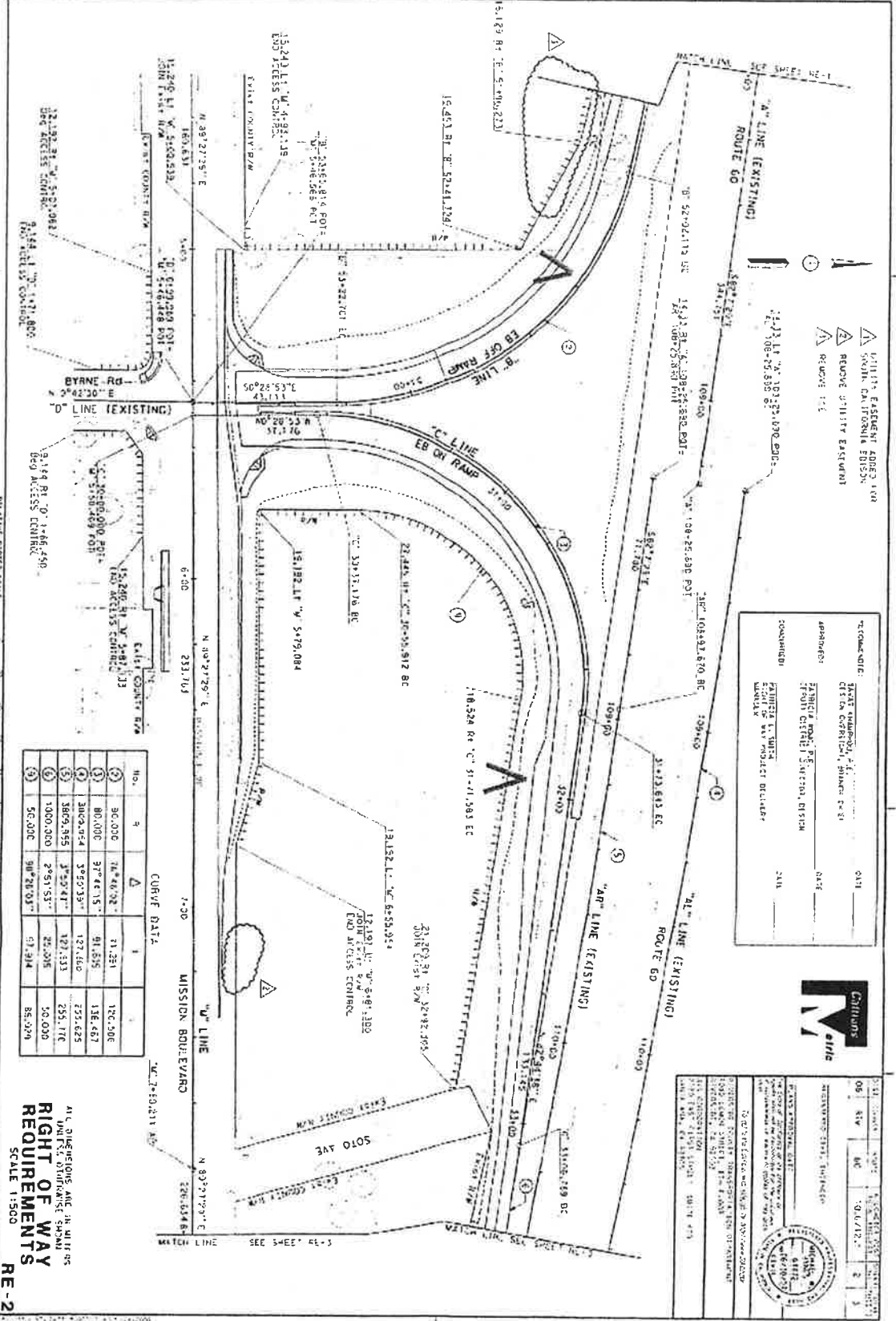
By: Horraine Williams,
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS
Agency Counsel

By: Michelle Clack 11/23/09
Michelle Clack, Deputy

Exhibit "A"

Existing Displays



PROJECT TITLE: STATE ROUTE 60, MISSION BOULEVARD
 DRAWING TITLE: EXISTING DISPLAYS
 DATE: []
 DRAWN BY: []
 CHECKED BY: []
 COMMENTS: []



No.	R	Δ	L
1	90.000	76°46'02"	71.261
2	80.000	37°42'15"	91.585
3	3803.854	3°59'33"	127.660
4	3809.895	3°59'41"	127.660
5	1000.000	2°51'53"	26.006
6	50.000	90°28'03"	57.948

ALL DIMENSIONS ARE IN METERS
 UNLESS OTHERWISE SHOWN
RIGHT OF WAY REQUIREMENTS
 SCALE 1:500
RE-2

PROJECT NO. []
 SHEET NO. [] OF []
 DATE []
 DRAWN BY []
 CHECKED BY []
 APPROVED BY []

Exhibit "B"

Removed Display

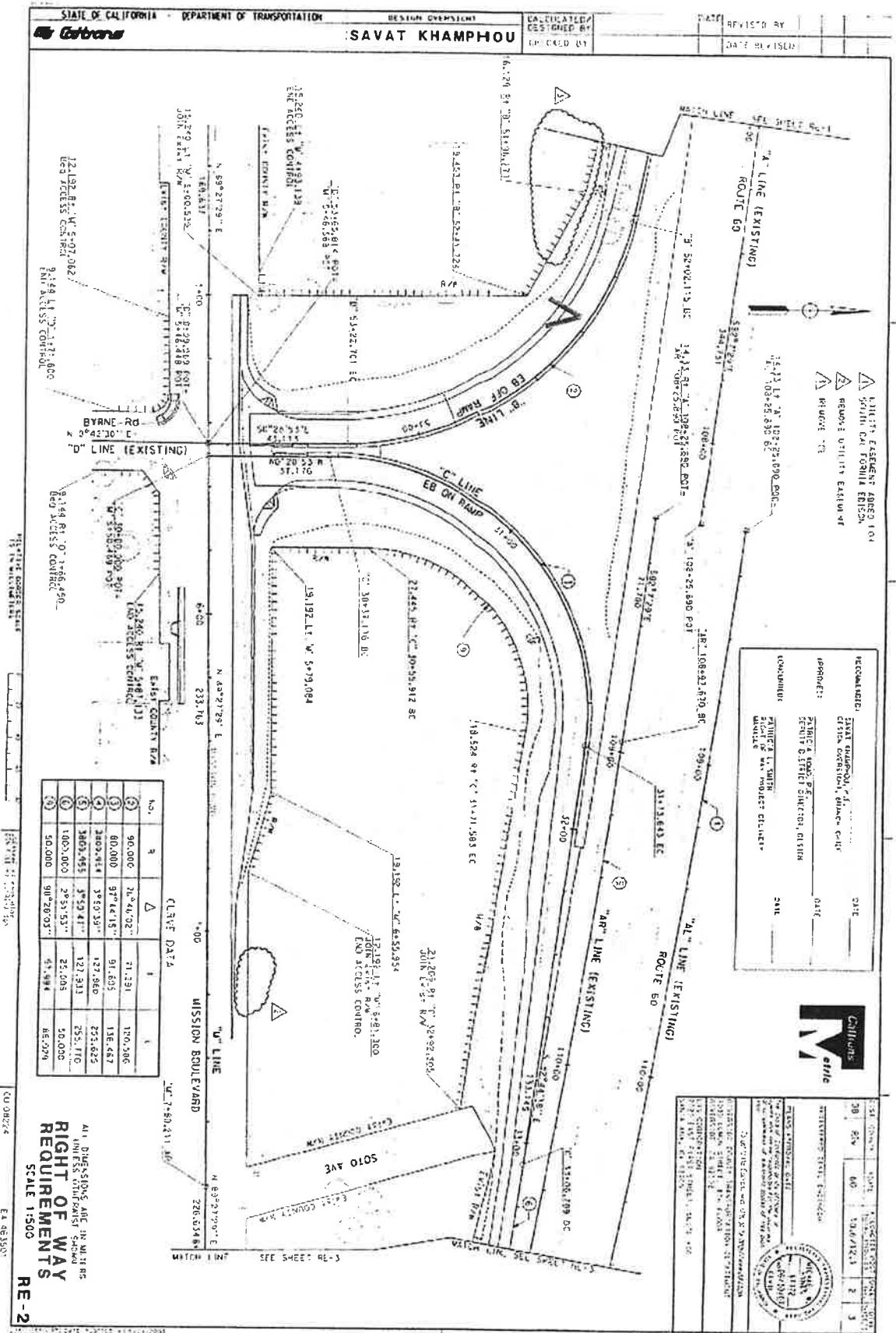
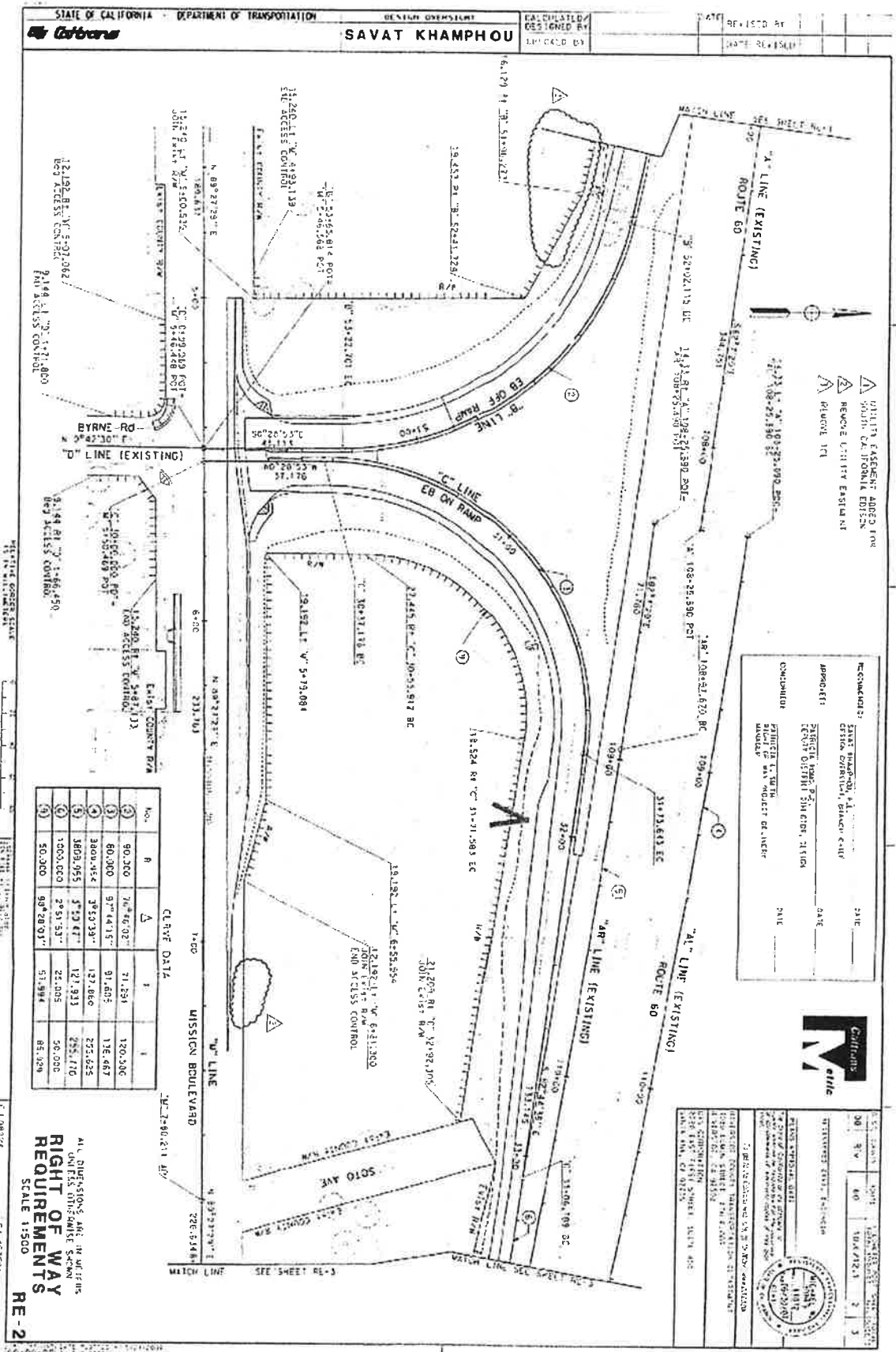


Exhibit "C"

Relocated Display



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DESIGN OVERSIGHT
SAVAT KHAMPHOU

DATE REVISION
DATE REVISION

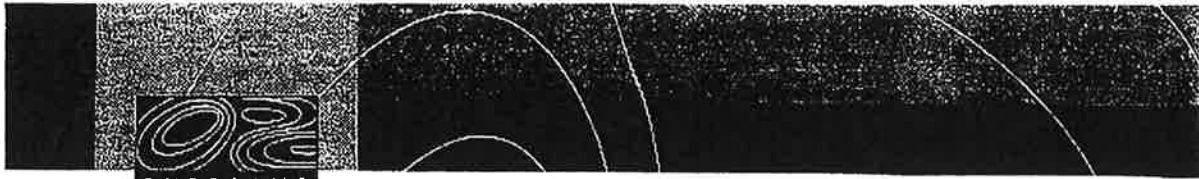
RIGHT OF WAY REQUIREMENTS
SCALE 1:500
RE-2

RECOMMENDED DATE
APPROVED BY
CONSTRUCTION
DATE



Exhibit "D"

Statement of Just Compensation



OVERLAND
PACIFIC &
CUTLER, INC.

1155 Cook Street, Suite 250
Palm Desert, CA 92260
(760) 776-1238 ph
(760) 776-1636 fax
www.OPC-street.com

June 26, 2007

Mr. Brian Smith
The Lamar Companies
24-541 Redlands Blvd.
Loma Linda, CA 92354

Regarding: SR60/Valley Way Interchange Improvements
Sign No: 33414/33411
APN: 174-150-012
Parcel No. 20074

Dear Mr. Smith,

As you may know, the property on which your billboard is located, and which is referenced above, is located within the SR60/Valley Way Interchange Improvements Project area. The County of Riverside ("County") has made an offer to acquire the property and wishes to enter into negotiations with your firm to acquire your interest.

As part of the independent valuation appraisal of the property, a list of items which are classified under California law as "Improvements Pertaining to the Realty" and are eligible for acquisition was developed and is attached to this letter. Although we believe you have an interest in the signboard improvements located on the property, no determination of ownership has been made at this time; (this is a matter to be resolved by you and the owner of the real property. Assuming your legal claim is supported and can provide clear title to your interest, the County is prepared to tender an offer in the amount of:

**Three Hundred One Thousand Dollars
(\$301,000.00)**

The amount of this offer is the full amount believed to be "just compensation" for the signboard being acquired and is not less than the approved appraisal of its fair market value. The basis for that determination is explained in the attached Statement of Just Compensation. It is our sincere desire that your interest be acquired amicably and expeditiously.

Overland, Pacific & Cutler, Inc. (OPC) has been retained as the County's acquisition consultant and will answer any questions you have regarding this offer letter and its attachments. You can reach Bob Stoddard of OPC at (760) 776-1238 or (760) 535-9014. In the meantime, and to facilitate establishment of your real property rights, it would be most helpful if you could send our firm a copy of your agreement with the owner. Please send the information to: Bob Stoddard, Overland, Pacific & Cutler, Inc., 41-555 Cook Street, Suite 250, Palm Desert, CA 92260.