

FORM APPROVED COUNTY COUNSEL 4/15/16
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA – Planning Department

SUBMITTAL DATE:
 March 17, 2016

SUBJECT: Approval of the Outdoor Advertising Display Relocation Agreement with Riverside County Transportation Commission (RCTC) and Lamar Central Outdoor, LLC (Lamar), related to relocation of three outdoor advertising displays along State Route 91 near the City of Corona, District 2, Deposit Based Funds 100% [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

APPROVE and authorize the Chairman to execute the attached Outdoor Advertising Display Relocation Agreement with RCTC and Lamar.

BACKGROUND:

Summary

RCTC is undertaking a Project, approved in 2012, to widen State Route 91 (SR-91) from the SR-91/State Route 241 interchange in the cities of Anaheim and Yorba Linda to Pierce Street in the City of Riverside, as well as make improvements to Interstate-15 (I-15) between the I-15/Cajalco Road interchange in the City of Corona and the I-15/Hidden Parkway interchange in the City of Corona.

Steve Weiss
 Steve Weiss, AICP
 Planning Director
 SW:lr

Juan C. Perez
 Juan C. Perez
 TLMA Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS: Deposit based funds				Budget Adjustment: N/A	
				For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 26, 2016
xc: Planning

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

- A-30
- Positions Added
- 4/5
- Change Order
- Vote

Prev. Agn. Ref.: District 2 Agenda Number:

3-26

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Outdoor Advertising Display Relocation Agreement**

DATE: March 17, 2016

PAGE: 2 of 2

(Continued from page 1)

Prior to approval of the Project, Lamar owned and operated five double-sided outdoor advertising displays in unincorporated Riverside County in what is now the Project's expanded right-of-way area. In order for RCTC to construct the Project, these outdoor advertising displays were required to be moved, and the displays and the underlying land were acquired by eminent domain. State law allows outdoor advertising displays that are the subject of an eminent domain action to be relocated instead of permanently removed and empowers local agencies to enter into relocation agreements providing for such relocation.

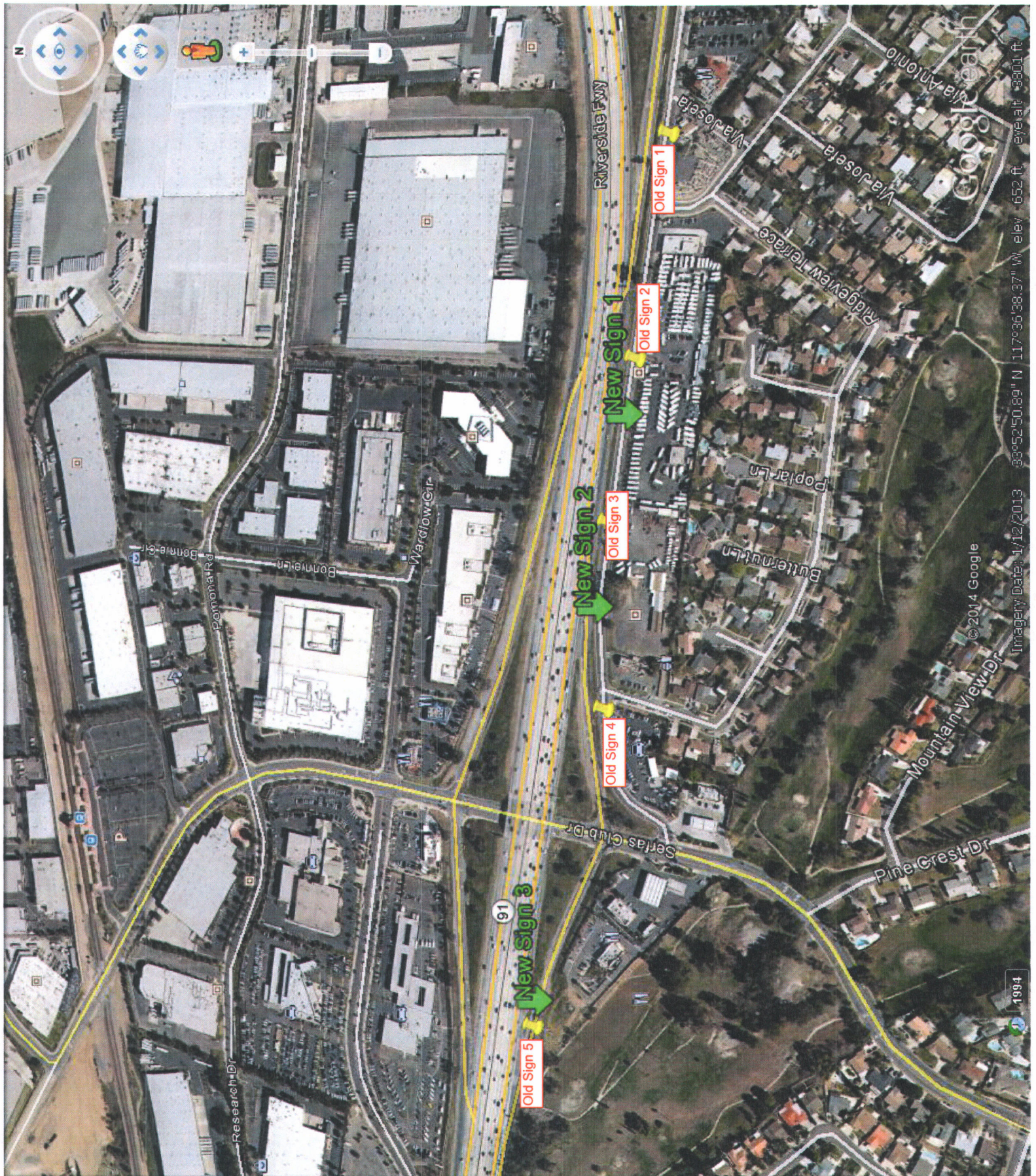
The Project has now commenced, and the five outdoor advertising displays have been removed. RCTC has submitted three outdoor advertising display applications to relocate only three of the removed displays, with the request that the size of the three relocated displays be increased to 672 square feet each, which is greater than that allowed by County ordinance. The agreement memorializes the above terms, as well as other terms that set forth each parties' rights and responsibilities.

Impact on Citizens and Businesses

The relocation of these billboards is a necessary part of the State Route 91 Project, the largest infrastructure project in Riverside County. There is also a net reduction in the total number of outdoor advertising displays.

ATTACHMENTS:

- A. Location Map
- B. Outdoor Advertising Display Relocation Agreement



Old Sign 5

New Sign 3

Old Sign 4

New Sign 2

Old Sign 3

New Sign 1

Old Sign 2

Old Sign 1

Riverside Fwy

91

Research Dr

Bonne Cr

Bonne Cr

Wardlow Cr

Serfas Club Dr

Butternut Ln

Poplar Ln

Ridgeview Terrace

Madrosela

Pine Crest Dr

Mountain View Dr

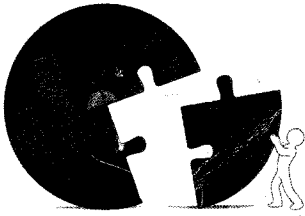
1994

© 2014 Google

Imagery Date: 1/12/2013

38°52'50.89" N 117°36'38.37" W elev: 652 ft

3801 ft



RIVERSIDE COUNTY

ORIGINAL

PLANNING DEPARTMENT

4013

Steve Weiss, AICP
Planning Director

DATE: April 6, 2016

TO: Clerk of the Board of Supervisors

FROM: Planning Department - Riverside Office

SUBJECT: Approval of the Outdoor Advertising Display Relocation Agreement
(Charge your time to these case numbers)

The attached item(s) require the following action(s) by the Board of Supervisors:

- Place on Administrative Action
 - Receive & File
 - EOT
- Labels provided If Set For Hearing
 - 10 Day 20 Day 30 day
- Place on Consent Calendar
- Place on Policy Calendar (Resolutions; Ordinances; PNC)
- Place on Section Initiation Proceeding (GPIP)
- Set for Hearing (Legislative Action Required; CZ, GPA, SP, SPA)
- Publish in Newspaper:
 - **SELECT Advertisement**
 - **SELECT CEQA Determination**
 - 10 Day 20 Day 30 day
- Notify Property Owners (app/agencies/property owner labels provided)

Designate Newspaper used by Planning Department for Notice of Hearing: No Advertisement.

**3 Extra sets were taken to:
Clerk of the Board**

Riverside Office · 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 · Fax (951) 955-1811

Desert Office · 77-588 Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

"Planning Our Future... Preserving Our Past"

OUTDOOR ADVERTISING DISPLAY RELOCATION AGREEMENT

This Outdoor Advertising Display Relocation Agreement (“Agreement”) is made and entered into by and between the County of Riverside, a political subdivision of the state of California (“the County”); Riverside County Transportation Commission (“RCTC”), a California public agency; and Lamar Central Outdoor, LLC, a Delaware limited liability company (“Lamar”). Hereinafter, the County, RCTC, and Lamar are sometimes referred to individually as a “Party” or collectively as “Parties.”

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

RECITALS

A. RCTC, in cooperation with the California Department of Transportation, is undertaking a project to widen State Route 91 (“SR-91”) from the SR-91/State Route-241 interchange in the cities of Anaheim and Yorba Linda in Orange County to Pierce Street in the City of Riverside in Riverside County, as well as improve Interstate-15 (“I-15”) in Riverside County between the I-15/Cajalco Road interchange in the City of Corona and the I-15/Hidden Valley Parkway interchange in the City of Corona (“Public Improvement Project”).

B. The Public Improvement Project will have a number of important public benefits. Widening SR-91 and other aspects of the Public Improvement Project will lessen traffic-related delays, reduce collisions, allow faster emergency response, relieve local street congestion, provide better access to public transit and trails, create approximately 16,200 jobs, boost access to affordable housing, enhance the movement of goods from the Ports of Los Angeles and Long Beach, decrease air pollution emissions, promote ridesharing, and enhance wildlife connectivity.

C. Prior to approval of the Public Improvement Project, Lamar owned and operated five (5) double-sided outdoor advertising displays (individually, each may be hereinafter referred to as a “Display” and collectively as the “Displays”) in what is now the expanded right-of-way area for the Public Improvement Project, APNs 102-050-013, 102-091-006, 102-092-023, 102-101-002, and 102-102-020, in unincorporated Riverside County.

D. In order for RCTC to construct the Public Improvement Project, the Displays were required to be removed from their current locations. The Displays and the land underlying them were acquired by eminent domain.

E. The California Outdoor Advertising Act, Business and Professions Code Section 5412, allows outdoor advertising displays that are the subject of an eminent domain action to be relocated instead of permanently removed.

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

G. RCTC has requested the County's assistance with the relocation of Lamar's Displays. In light of the many and important benefits of the Public Improvement Project, RCTC, Lamar and the County desire to facilitate the relocation of the Displays in order to aid RCTC's construction of the Public Improvement Project and reduce RCTC's expenditure of public funds.

H. The Public Improvement Project was approved in 2012 and has commenced, and the Displays have now been removed.

I. RCTC has submitted three outdoor advertising display applications ("Permit Applications") to relocate three of the removed Displays to APNs 102-050-013, 102-092-023, and 102-101-001, sites within the County's jurisdiction and currently owned by RCTC.

J. RCTC, Lamar and the Permit Applications request that, instead of Lamar's removing and relocating all five affected billboards, only three billboards be relocated, but that the size of each of the three relocated billboard displays be increased to 672 square feet. This size exceeds the square footage generally allowed by County Ordinance.

K. RCTC, Lamar and the County now wish to enter into this Agreement to memorialize the terms and conditions upon which RCTC, the County and Lamar will facilitate the relocation of three of the Displays.

NOW THEREFORE, the Parties agree as follows:

1. **Lamar's Acknowledgment:** Lamar acknowledges that the contemplated 672-square-foot size of the three Displays to be relocated is limited to the billboards identified herein, that this Agreement shall not set a precedent for the size of relocated outdoor advertising displays or future construction of new outdoor advertising displays in the County of Riverside, and that the County will not approve any future outdoor advertising displays proposed by Lamar that exceed the square footage allowed by County Ordinance.
2. **Caltrans Approvals:** The parties hereto acknowledge that in addition to the approval of this Agreement, permits from Caltrans are required to construct the Displays as contemplated herein. Should Lamar not be able to obtain the necessary Caltrans permits for one or more of the relocated Displays, Lamar shall retain all rights to compensation for the removal of any Displays not relocated pursuant to this Agreement, as provided by federal, state and local laws.
3. **Litigation and Indemnification:**
 - a. **RCTC's Responsibilities:** RCTC shall defend, indemnify and hold harmless the County and its agents, officers and employees from any claim, action or proceeding brought or asserted by any person or entity against the County or its agents, officers or employees to attack, set aside, void, or annul the Public Improvement Project or this Agreement, or any prior or subsequent related development approvals or any other action taken by the County or any of its

agencies, departments, commissions, agents, officers or employees concerning said Project or this Agreement, or to impose personal liability against such agents, officers or employees resulting from their involvement in the Project or this Agreement, including any claim for private attorney general fees claimed by or awarded to any party from the County. To the extent the County uses any of its resources responding to such claim, action or proceeding, RCTC will reimburse the County 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, County Counsel's time at their regular rate for external or non-County agencies, and/or any other reasonable direct or indirect costs associated with responding to the claim, action or proceeding.

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

c. **Lamar's Responsibilities:** Lamar shall, in good faith, support and cooperate in the defense of any such claim, action or proceeding.

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

e. **Procedures:** The County will promptly notify RCTC and Lamar in writing of any such claim, action or proceeding. After receipt from the County 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 County, RCTC will assume the defense of such claim, action or proceeding, including the employment of counsel reasonably satisfactory to the County and RCTC and the prompt payment of the fees and disbursements of such counsel. In the event the County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if RCTC fails to assume the defense of the claim, action or proceeding or to employ counsel reasonably satisfactory to the County, in either case in a timely manner, the County may employ separate counsel to represent or defend it in any such claim, action or proceeding and RCTC will promptly pay the fees and disbursements of such counsel.

4. **Binding Effect:** The Parties' obligations under this Agreement shall apply whether or not the County approves the Permit Applications.

5. **Notices:** All notices to County under this agreement shall be deemed valid and effective when personally served upon County Executive Officer or five (5) days following deposit in the United States mail, postage prepaid, by certified and/or registered mail, addressed to the County Executive Officer, 4080 Lemon Street, 4th Floor, Riverside, CA 92501-3651, with a copy to County Counsel, attention Melissa Cushman, 3960 Orange Street, Fifth Floor, Riverside, CA 92501.

All notices to Lamar under this Agreement 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, addressed to: Lamar Outdoor Advertising, Bryan Smith, 24541 Redlands Blvd., Loma Linda CA 92354.

All notices to RCTC under this Agreement 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, addressed to: Riverside County Transportation Commission, Anne Mayer and Mark Lancaster, 4080 Lemon Street, 3rd Floor, Riverside, California 92502.

6. **Releases:** In consideration of the promises of the Parties and the satisfaction of all conditions for settlement, the Parties shall fully and forever release, acquit and discharge each other, their officers, elected officials, attorneys, sureties, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, successors-in-interest, assigns and all persons acting by, through, under or in concert with them of and from any and all past, present or future claims, demands, obligations, actions or causes of action, including those for damages, injunctive or declaratory relief, or for relief by way of writ of mandate, for costs, losses of service, expenses, liability, suits and compensation of any nature whatsoever, whether based on tort, contract or another theory of recovery, known or unknown, that they now have, have had, asserted or could have asserted or otherwise relate to the alleged actions or inactions of the County with respect to the Project and/or the removal and relocation of the Displays.
7. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California.
8. **Others Affected:** Each and every one 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.
9. **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 the Parties hereto, any rights, remedies, obligations or liability under or by reason of this Agreement. This provision shall not be construed to compromise in any way the rights of the successors-in-interest, agents, representatives, assignees and transferees, as described above.
10. **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 the document as written.
11. **Authority to Execute:** The Parties represent and warrant to each other that they have full authority to execute this Agreement.

12. **Headings:** The headings employed to identify the provisions contained herein are solely for the convenience of the Parties. If any ambiguity appears in either the headings or the provisions attendant thereto, such ambiguity shall not be construed against any Party on the grounds that such Party drafted this Agreement.
13. **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.
14. **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.
15. **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 April 26, 2016.

COUNTY OF RIVERSIDE

By: *John J. Benoit*
JOHN J. BENOIT
 Its: **CHAIRMAN, BOARD OF SUPERVISORS**

Dated: 4/26/16

ATTEST:
 KECIA HARPER-HEM Clerk
 By: *Kecia Harper-Hem*
 DEPUTY

APPROVED AS TO FORM:
 GREGORY PRIAMOS, COUNTY COUNSEL

By: *Melissa R. Cushman*
 Melissa R. Cushman, Deputy County Counsel

Dated: 4/5/16

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: *John Stumpf*

Dated: 3-4-2016

Its: *Deputy Executive Director*

LAMAR CENTRAL OUTDOOR LLC, a Delaware limited liability company

By: *Randy Straub*
 Randy Straub
 Its: Vice Pres/General Manager

Dated: 3/2/16