



CHAIR JUDEH
VICE CHAIR DAVIS
COMMISSIONER CHOI
COMMISSIONER DIEP
COMMISSIONER PATINO

Wednesday, December 11, 2024, 6:30 PM
6650 Beach Boulevard
Buena Park, CA 90621

PLANNING COMMISSION
AGENDA

6:30 p.m.

1. GENERAL

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

2A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the Planning Commission. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the Planning Commission vote. Those wishing to speak are asked to add their information at the digital kiosk located at the entrance of the Council Chamber.

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3. CONSENT CALENDAR

- 3A. APPROVAL OF MINUTES
November 13, 2024

4. PUBLIC HEARING

4A. DEVELOPMENT AGREEMENT NO. DA-24-2 A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA-27

A request for a second amendment to the existing Development Agreement No. DA-27 to extend the term of the Development Agreement by five (5) years and set the Development Agreement expiration date to February 24, 2040 ("Expiration Date").

The property owner is David Morales and Cecilia V. Morales Trust, 2560 W. Woodland Drive, Anaheim, CA 92801; and Union Pacific Railroad, 1400 Douglas Street, Omaha, NE 68179. The applicant is Layne Lawson of Clear Channel Outdoor, Inc., 19320 Harborage Way, Torrance, CA 90501.

The project is Categorically Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDED ACTION: Adopt Resolution recommending City Council approval

5. STAFF REPORTS

5A. STAFF REPORTS

6. AGENDA FORECAST

6A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7. COMMISSION REPORTS

7A. COMMISSION REPORTS

8. ADJOURNMENT

8A. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the Planning Commission less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **Planning Division at (714) 562-3620 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의회 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스페인어, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Ruth Santos, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Ruth Santos
Sr. Administrative Assistant

Date Posted: December 5, 2024



A. APPROVAL OF MINUTES

November 13, 2024

Meeting	Agenda Group
Wednesday, December 11, 2024, 6:30 PM	CONSENT CALENDAR Item: 3A.
Presented By	Prepared By
	Ruth Santos, Senior Administrative Assistant

Attachments

[2024-11-13 PC M DRAFT.pdf](#)

CITY OF BUENA PARK
MINUTES OF CITY PLANNING COMMISSION
November 13, 2024

The regular meeting of the Planning Commission of the City of Buena Park convened at 6:30 p.m. on November 13, 2024, in the City Council Chamber, 6650 Beach Boulevard, Buena Park, California, with Chair Judeh presiding.

PRESENT: COMMISSIONERS: Davis, Diep, Patiño, and Judeh

ABSENT: COMMISSIONER: Choi

Matt Foulkes, Director of Community and Economic Development
Swati Meshram, Ph.D., AICP, LEED AP, Planning Manager
Harald Luna, Senior Planner
Ray Tae, Senior Office Assistant
Ruth Santos, Senior Administrative Assistant

1. GENERAL

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

None

3. CONSENT CALENDAR

- 3A. APPROVAL OF MINUTES - August 28, 2024 Planning Commission Meeting

Commissioner Diep moved and Commissioner Patiño seconded the motion to approve the minutes of the August 28, 2024 Planning Commission Meeting.

The motion passed.

AYES: 3 COMMISSIONERS: Diep, Patiño, and Judeh

NOES: 0 COMMISSIONER:

ABSENT: 1 COMMISSIONER: Choi

ABSTAINED: 1 COMMISSIONER: Davis

4. NEW BUSINESS

4A. LAND USE AND COMMUNITY DESIGN ELEMENT AND RESIDENTIAL ZONING CODE UPDATE SCOPING MEETING FOR PREPARATION OF DRAFT ENVIRONMENTAL IMPACT REPORT

Frank Coyle, Consultant, CASC Engineering and Consulting, Inc., presented the report.

There were no questions from the Commissioners.

5. STAFF REPORT:

Mr. Foulkes provided updates on the City Council actions from the November 12, 2024 meeting: approval of the 93-unit townhome development at 8030 Dale Street Project; and the approval of the exclusive negotiating agreement for the future development of a butterfly pavilion and aquarium on a property located on Beach Boulevard; Measure R, which passed, and the newly elected Council Members.

6. AGENDA FORECAST:

Dr. Meshram informed the Commission that there will be no Planning Commission meeting on November 27; the December 11, 2024 Planning Commission meeting will include a request for the extension of time on a Development Agreement for a billboard.

7. COMMISSION REPORTS:

None

8. ADJOURNMENT:

At 6:43 p.m., Chair Judeh adjourned the Planning Commission meeting.

Mirvette Judeh
Chair

ATTEST:

Swati Meshram, Ph.D., AICP, LEED AP
Planning Manager

A. DEVELOPMENT AGREEMENT NO. DA-24-2 A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA-27

A request for a second amendment to the existing Development Agreement No. DA-27 to extend the term of the Development Agreement by five (5) years and set the Development Agreement expiration date to February 24, 2040 ("Expiration Date").

The property owner is David Morales and Cecilia V. Morales Trust, 2560 W. Woodland Drive, Anaheim, CA 92801; and Union Pacific Railroad, 1400 Douglas Street, Omaha, NE 68179. The applicant is Layne Lawson of Clear Channel Outdoor, Inc., 19320 Harborage Way, Torrance, CA 90501.

The project is Categorically Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDED ACTION: Adopt Resolution recommending City Council approval

Meeting	Agenda Group
Wednesday, December 11, 2024, 6:30 PM	PUBLIC HEARING Item: 4A.
Presented By	Prepared By
Harald Luna Senior Planner	Harald Luna, Senior Planner
Approved By	
Matt Foulkes, Director of Community Development	

PROPERTY INFORMATION:

The subject Development Agreement affects three (3) existing billboards located on two (2) separate parcels. The project site north of the State Route 91 (SR-91) Freeway is located on the south side of Walnut Avenue, between Western Avenue and McNeil Lane, consisting of an approximately 0.46-acre parcel that is developed with an industrial building, associated on-site improvements, and 1 digital billboard. The project site south of the Interstate 5 (I-5) Freeway is located opposite the City's Auto Center and north of Orangethorpe Avenue, consisting of an approximately 2.38-acre railroad right-of-way parcel consisting of one (1) double-sided billboard sign and one (1) digital billboard sign. Both the properties have a General Plan Land Use Designation of Light Industrial and are within the ML (Light Industrial) and BOZ (Billboard Overlay Zone) zoning district.

SURROUNDING LAND USE CHARACTERISTICS:

7312 Walnut Avenue	GENERAL PLAN	ZONING	EXISTING LAND USE
North	Light Industrial	ML (Light Industrial) and BOZ (Billboard Overlay Zone)	Industrial use
South	-	-	State Route 91 (SR-91) Freeway
East	Light Industrial	ML (Light Industrial) and BOZ (Billboard Overlay Zone)	Industrial use

West	Light Industrial	ML (Light Industrial) and BOZ (Billboard Overlay Zone)	Industrial use
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8301 Orangethorpe Avenue	GENERAL PLAN	ZONING	EXISTING LAND USE
North	-	-	Interstate 5 (I-5) Freeway
South	Office Manufacturing	CM (Commercial Manufacturing)	Vacant
East	-	-	Interstate 5 (I-5) Freeway
West	Office Manufacturing	CM (Commercial Manufacturing)	Self-Storage

BACKGROUND:

On January 25, 2000, the City Council approved Development Agreement No. DA-27 to replace four (4) single-sided billboard signs originally constructed in 1958, with three (3) new double-sided signs and included regulatory terms and installation criteria including sign height, design, location, lighting, and maintenance. Two billboard signs were installed within vacant railroad right-of-way on the south side of the Interstate 5 (I-5) Freeway opposite the City's Auto Center, north of Orangethorpe Avenue. The third billboard sign was installed on the north side of the State Route 91 (SR-91) Freeway between Western Avenue and McNeil Lane. The billboards are approximately 51 feet high, 14 feet by 48 feet in area, and are installed on a three (3) foot diameter steel pole. The term of the Development Agreement was for 15 years and included payment by the developer to the City of \$1.2 million dollars upon issuance of the building permit for the first sign.

On June 12, 2012, the Buena Park City Council adopted Ordinance No. 1558, approving Amendment No. 1 to Development Agreement No. DA-27 (DA-27MOD#1) to extend the existing term an additional twenty (20) years and setting the Development Agreement expiration date to February 24, 2035, as well as, the replacement of two of the three existing double-sided billboard sign structures with internally illuminated digital signs.

APPLICATION ANALYSIS:

Project Description

The applicant is requesting for a second amendment to the existing Development Agreement No. DA-27 for the three (3) existing billboard signs to extend the existing term of the Development Agreement by five (5) years. As it currently exists, the agreement is set to expire on February 24, 2035. Upon extension of the term, the new expiration date of the Development Agreement will be February 24, 2040 ("Expiration Date"). The request to extend the existing term comes after unforeseen permitting difficulties by Union Pacific Railroad and Caltrans for the digital conversion of the back-to-back billboard located at 8301 Orangethorpe Avenue by twelve (12) years.

DISCUSSION:

California Government Code Section §65865 et. Seq. allows the City to enter into Development Agreements, which in effect become contractual agreements between the City and property owners regarding development rights and performance standards. The Planning Commission is required to review the Development Agreement Amendment and make a recommendation to the City Council.

The applicant's request, to extend the term of the Development Agreement No. DA-27 by five (5) years does not change the existing three (3) billboard signs. The development standards created under DA-27 and DA-27 MOD#1 will remain fully in effect. Furthermore, the proposal will increase the economic vitality of the City by providing additional revenue and public announcement opportunities.

ENVIRONMENTAL ASSESSMENT:

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City has determined that the proposed project is Categorical Exempt, pursuant to Section 15301 (Existing Facilities) Class 1 of the State CEQA Guidelines, because the proposal is for a second amendment to extend the term of the Development Agreement by five (5) years and set the Development Agreement No. DA-27 expiration date to February 24, 2040 for the existing three (3) billboard sign structures with no proposed expansions.

PUBLIC HEARING NOTICE:

Notice of public hearing was posted at City Hall, Buena Park Library, and Ehlers Event Center on November 29, 2024; 96 public hearing notices were mailed to property owners located within a 300-foot radius of the subject properties on November 28, 2024, and newspaper notice was published in the Buena Park Independent on November 29, 2024. As of the publication of this report, no correspondence has been received regarding the proposed project.

Reviewed and Approved by: Swati Meshram, PhD, AICP, LEED AP, Planning Manager

Attachments

[ATTACHMENT 1 - PC RESOLUTION FOR SECOND AMENDMENT TO DA-27.pdf](#)

[ATTACHMENT 2 - DEVELOPMENT AGREEMENT NO. 24-2 PROPOSED SECOND AMENDMENT TO DA-27.pdf](#)

[ATTACHMENT 3 - EXECUTED DEVELOPMENT AGREEMENT NO. DA-27.pdf](#)

[ATTACHMENT 4 - EXECUTED AMENDMENT NO. 1 TO DA-27.pdf](#)

[ATTACHMENT 5 - PROJECT NARRATIVE LETTER.pdf](#)

[ATTACHMENT 6 - VICINITY MAP.pdf](#)

RESOLUTION NO.
SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT NO. DA-27

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVE DEVELOPMENT AGREEMENT NO. DA-24-2 SECOND AMENDMENT TO DEVELOPMENT AGREEMENT NO. DA-27 TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT BY FIVE (5) YEARS AND SET THE DEVELOPMENT AGREEMENT EXPIRATION DATE TO FEBRUARY 24, 2040 ("EXPIRATION DATE") FOR AN EXISTING BILLBOARD SIGN LOCATED AT 7312 WALNUT AVENUE (APN: 136-173-07) AND TWO EXISTING BILLBOARD SIGNS LOCATED AT 8301 ORANGETHORPE AVENUE (APN: 276-331-11) WITHIN THE ML (LIGHT INDUSTRIAL) AND BOZ (BILLBOARD OVERLAY ZONE) ZONING AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. Recitals.

(i) Layne Lawson, Clear Channel Outdoor Inc., applicant, 19320 Harborgate Way, Torrance, CA 90501, on behalf of David Morales and Cecilia V. Morales Trust, 2560 W. Woodland Drive, Anaheim, CA 92801; and Union Pacific Railroad, 1400 Douglas Street, Omaha, NE 68179, property owners, has filed a request for a second amendment to an existing Development Agreement No. DA-27 to extend the term of the Development Agreement by five (5) years and set the Development Agreement expiration date to February 24, 2040 ("Expiration Date") for an existing billboard sign located at 7312 Walnut Avenue (APN: 136-173-07) and two existing billboard signs located at 8301 Orangethorpe Avenue (APN: 276-331-11) in the County of Orange.

(ii) On December 11, 2024, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement No. DA-24-2 Second Amendment to Development Agreement No. DA-27 together with the associated information contained therein.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby finds, determines, and resolves as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the above-referenced hearing, including written staff report, verbal testimony, and the Second Amendment to Development Agreement No. DA-27 Project Narrative Letter stamped "RECEIVED NOV 22 2024 PLANNING DIV.," this Commission hereby specifically finds and recommends the City Council find that the Second Amendment to Development Agreement No. DA-27 will promote the orderly development of the project area along with the public health, safety and welfare.

a. The location, design, and proposed uses set forth in the Development Agreement are compatible with the existing and anticipated development in the vicinity. The proposed project, as conditioned, conforms with the type, intensity and design of adjacent development existing in the area, as well as with the development potential in the area. The project will not compromise area aesthetics, as no change to the existing three (3) billboard signs are proposed, but will only extend the existing lease term of the Development Agreement by five (5) years and set the Development Agreement expiration date to February 24, 2040.

b. The Second Amendment to the Development Agreement will continue to produce an environment of stable and desirable character, will not cause traffic congestion on the surrounding streets and freeways, and will continue to provide appropriate buffering for the properties in proximity. The project will continue to be appropriately integrated onto the sites in a manner consistent with the pattern of existing and anticipated area development and will not create any significant detrimental environmental impacts.

c. The Second Amendment to the Development Agreement will continue to enhance the sites and area aesthetics. The proposed project and improvements will continue to be compatible with the adjacent land uses already established, as well as uses envisioned for the area. The project will continue to enhance the economic utility of the sites.

d. The Second Amendment to the Development Agreement will conform to the City of Buena Park's General Plan by providing for maximum efficient utilization of the site. This proposal furthers the goals of the City's General Plan Economic Development Element for the development of new infrastructure for new technologies and businesses that use those technologies; and Land Use and Community Design Element to ensure that commercial signs do not detract from the City's high-quality image, while recognizing the need for effective business identification.

3. This Commission also makes, and recommends the City Council make, the following specific findings in support of the Second Amendment to Development Agreement No. DA-27.

a. The Planning Commission hereby finds and determines that the application, as identified above in this Resolution, is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), as amended, and the Guidelines promulgated thereunder pursuant to CEQA Section 15301 (Existing Facilities) Class 1 of Title 14 of the California Code of Regulations, because the proposal is for a second amendment to extend the term of the Development Agreement by five (5) years

and set the Development Agreement No. DA-27 expiration date to February 24, 2040 for the existing three (3) billboard sign structures with no proposed expansions.

4. The Secretary to this Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to the submitted applications, including the proposed Second Amendment to Development Agreement No. DA-27 prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.

ADOPTED AND APPROVED this 11th day of December 2024 by the following called vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

ABSTAIN: COMMISSIONER:

Mirvette Judeh
Chair

ATTEST:

Swati Meshram, Ph.D., AICP, LEED AP
Planning Manager

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Buena Park
6650 Beach Boulevard
Post Office Box 5009
Buena Park, California 90622
Attn: Adria Jimenez, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee
Pursuant to Government Code Sections 27383

**DA-24-2 AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT NO. DA-27
BETWEEN THE CITY OF BUENA PARK AND CLEAR CHANNEL OUTDOOR, INC.**

This Amendment No. 2 ("Second Amendment") to Development Agreement No. DA-27 is made and entered on the ____ day of _____ 2025, ("Effective Date") by and between the City of Buena Park, a charter city ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Clear Channel") (each referred to individually as a "Party" or collectively as "Parties").

A. Recitals.

(i) On or about February 24, 2000, the Parties entered into the Development Agreement ("Original Development Agreement") authorizing Clear Channel to relocate and construct three, offsite double-faced billboard sign structures within the City of Buena Park (collectively, "Sign Structures"), as necessitated by construction activities associated with the widening of Interstate 5.

(ii) On or about June 12, 2012, the Parties entered into Amendment No. 1 to the Development Agreement ("First Amendment") which extended the term of the Development Agreement by additional twenty (20) years setting the expiration date to February 24, 2035. The Original Development Agreement, as amended, shall herein be referred to as the ("Development Agreement").

(iii) The Parties desire to extend the term of the Development Agreement for an additional five (5) years.

(iv) The City has made the appropriate findings and imposed the required conditions pursuant to Section 19.132.020 of the Buena Park Municipal Code ("Code") in order to insure that the interests of the public are benefitted as a result of the extension of the use as provided in this Amendment.

(v) The City has found that this Second Amendment is consistent with the City's general plan and any applicable specific plan.

(vi) On December 11, 2024 the Planning Commission conducted a duly noticed public hearing on Clear Channel's application to extend the term of the Development Agreement for an addition five (5) years.

(vii) On _____, 2025 after conducting a duly noticed public hearing on _____, 2025 the City Council of the City adopted Ordinance No. _____ approving this Second Amendment to the Development Agreement with Clear Channel Outdoor, Inc.

B. Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The term of the Development Agreement under Section IV, subsection J, is hereby extended by an additional five (5) years to February 24, 2040.

2. Section 10 of the First Amendment is hereby amended in its entirety to read as follows:

“10. In addition to all the rights and obligations provided in Section III of the Original Development Agreement, in the event of a challenge to the Original Development Agreement and/or this Amendment that is subject to the indemnity provided in Section III E of the Original Development Agreement, Clear Channel Outdoor, Inc. shall be entitled, in its sole discretion, to return any Sign Structure that has been modified to a Digital Sign to a traditional static sign face or faces provided, however, that such return to a traditional sign face or faces shall not affect Clear Channel Outdoor's obligations under Section 9, above, to pay the Required Amount. In addition to the foregoing and in such event, Clear Channel Outdoor shall be entitled to an extension of the Expiration Date as to, and only as to, any Digital Sign that is modified to a traditional static face or faces as a result of a challenge hereunder occurring (i) within the first ten (10) years following such conversion to a Digital Sign, of five (5) years resulting in a new Expiration Date of February 24, 2045 as to any such sign; or (ii) in the event of a challenge within the second ten (10) years following such conversion to a Digital Sign, of three (3) years resulting in a new Expiration Date of February 24, 2043 as to any such sign.”

3. Except as specifically amended or modified by this Second Amendment, each and every term and condition of the Development Agreement shall remain in full force and effect.

4. The City Clerk shall cause to be recorded a copy of this Second Amendment against each of the three parcels of real property identified in the Development Agreement as the “Properties” with the County Recorder of the County of Orange, within ten (10) days after the Effective Date of this Second Amendment.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the Effective Date listed in the introductory paragraph.

LANDLORD:

CITY OF BUENA PARK,
a California municipal corporation

By: _____

Name: Aaron France

Title: City Manager

ATTEST:

By: _____

Name: Adria M. Jimenez

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Christopher G. Cardinale

Title: City Attorney

DEVELOPER:

CLEAR CHANNEL OUTDOOR, INC.
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

(See Attached)

DRAFT

PARCEL 200751

FOR FREEWAY PURPOSES, ALL BILLBOARDS, SIGNS AND APPURTENANT STRUCTURES LOCATED WITHIN THAT PORTION OF SECTION 36 IN TOWNSHIP 3 SOUTH RANGE 11 WEST AND THAT PORTION OF SECTION 1 IN TOWNSHIP 4 SOUTH RANGE 11 WEST, BOTH WITHIN THE RANCHO LOS COYOTES, IN THE CITIES OF BUENA PARK AND ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAPS FILED IN BOOK 51, PAGES 8 AND 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND 100 FEET IN WIDTH AS SAID STRIP IS DESCRIBED IN BOOK 31, PAGES 368 AND 370 AND IN BOOK 44, PAGE 496, ALL OF DEEDS OF LOS ANGELES COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 49°24'11" WEST 222.04 FEET" IN PARCEL 2 OF A DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 3591 PAGE 34 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, THENCE SOUTH 56°04'14" EAST 193.48 FEET ALONG THE SOUTHWESTERLY LINE OF SAID DEED TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39°35'31" WEST 70.34 FEET TO THE SOUTHERLY LINE OF SAID 100 FOOT WIDE STRIP OF LAND; THENCE ALONG SAID SOUTHERLY LINE SOUTH 56°04'14" EAST 2348.61 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 56°05'01" EAST 257.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 72°29'32" EAST 55.76 FEET TO THE

March 13, 1997

87 43965

BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1671.09 FEET; THENCE EASTERLY 132.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'41"; THENCE SOUTH 60°01'53" EAST 319.32 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN DOCUMENT RECORDED IN BOOK 847 PAGE 36 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LAST SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 56°05'01" WEST 757.27 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 56°04'14" WEST 1652.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 NORTH 56°04'14" WEST 688.72 FEET TO THE TRUE POINT OF BEGINNING.

"PROPERTY"

INCLUDING BUT NOT LIMITED TO:

200751-A

THAT 14' X 48' ILLUMINATED BULLETIN AS DESCRIBED IN THE STATE OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE PERMIT #28797.

200751-B

THAT 14' X 48' ILLUMINATED BULLETIN AS DESCRIBED IN THE STATE OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE PERMIT #28798.

March 13, 1997

200751-C

THAT 12' X 25' ILLUMINATED POSTER PANEL AS DESCRIBED IN THE STATE
OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28799.

200751-D

THAT 12' X 25' ILLUMINATED POSTER PANEL AS DESCRIBED IN THE STATE
OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28893.

TOGETHER WITH ALL LEASES, PERMITS, EASEMENTS AND CONTRACTS ENABLING
THE PLACEMENT OF SAID BILLBOARDS, SIGNS AND APPURTENANT STRUCTURES
UPON THE AFOREDESCRIBED "PROPERTY".

March 13, 1997

**LEGAL DESCRIPTION
SOUTHERN PACIFIC RAILROAD**

COMMENCING AT THE SOUTHEAST TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 49°24'11" WEST 222.04 FEET" IN PARCEL 2 OF A DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 3591 PAGE 34 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, THENCE SOUTH 56°04'14" EAST 193.48 FEET ALONG THE SOUTHWESTERLY LINE OF SAID DEED TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39°35'31" WEST 70.34 FEET TO THE SOUTHERLY LINE OF SAID 100 FOOT WIDE STRIP OF LAND; THENCE ALONG SAID SOUTHERLY LINE 56°04'14" EAST 2348.61 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 56°05'01" EAST 257.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 72°29'32" EAST 55.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1671.09 FEET; THENCE EASTERLY 132.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'41"; THENCE SOUTH 60°01'53" EAST 319.32 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN DOCUMENT RECORDED IN BOOK 847 PAGE 36 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LAST SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 56°05'01" WEST 757.27 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 56°04'14" WEST 1652.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 NORTH 56°04'14" WEST 688.72 FEET TO THE TRUE POINT OF BEGINNING.

The East one-half of Lot 7 in Block 2 of Tract 262, as per Map recorded in Book 14 Page 14 of Miscellaneous Maps, in the office of the County Recorder of said County.

DRAFT

EXHIBIT B

SITE MAP OF PROPERTIES

(See Attached)

DRAFT



DRAFT

RECORDING REQUESTED BY:

RECORDING FEES EXEMPT DUE TO
GOVERNMENT CODE SECTION 27383

City of Buena Park

Recorded in Official Records, County of Orange
Gary Granville, Clerk-Recorder

WHEN RECORDED MAIL TO:

Shalice Reynoso, City Clerk

City of Buena Park

6650 Beach Boulevard

Buena Park, CA 90622

NO FEE

20010752858 01:21pm 10/24/01

112 45 A12 33

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(Space Above Line For Recorder's Use Only)

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330
CF
NF

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF BUENA PARK

AND

ELLER MEDIA COMPANY/CLEAR CHANNEL OUTDOOR

NOV 2 2001

CITY CLERK

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DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF BUENA PARK

AND

ELLER MEDIA COMPANY

Clear Channel Outdoor

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered in the City of Buena Park, County of Orange, on this 24th day of February, 2000, by and between the City of Buena Park, a general law city (hereinafter referred to as the "City"), and Eller Media Company, a California Corporation (hereinafter referred to as "Eller") with reference to the following:

RECITALS:

WHEREAS, California Government Code sections 65864 through 65869.5 authorize local agencies to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property; and

WHEREAS, Eller has a legal or equitable interest in three (3) parcels of real property within City, legal descriptions attached hereto and incorporated herein by this reference (collectively referred to as the "Properties"); and

WHEREAS, due to construction activities performed in connection with the widening of Interstate 5, the State of California (Caltrans) has required Eller to remove four off-site signs formerly located within the City's corporate boundaries (hereinafter referred to as the "Old Structures"), the general locations of which are set forth as "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, to replace those signs, Eller proposes to construct three (3) new off-site double faced signs, set forth as "Exhibit C," (hereinafter referred to as the "New Structures") on the Property; and

WHEREAS, Eller has requested City to enter into a development agreement pursuant to California Government Code sections 65864, et seq., in order to construct the New Structures; and

WHEREAS, in consideration for this Agreement, Eller has agreed, *inter alia*, to pay to City the amount of One Million and Two Hundred Thousand Dollars; and

WHEREAS, in light of the substantial commitments agreed to by Eller pursuant to this Agreement, City desires to give Eller assurance that Eller may proceed with installation of the New Structures subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by City and its Council, and have been found to be fair, just and reasonable, and City has concluded that the economic interests of its citizens and the public health, safety and welfare will be best served by entering into this Agreement; and

WHEREAS, the City Council has found that this Agreement, and the installation of the New Structures on the Properties pursuant hereto, is consistent with City's general plan and any applicable specific plan; and

WHEREAS, City has prepared an Initial Study pursuant to the California Environmental Quality Act (Public Resources Code § 21000, et seq.). Based on the Initial Study, City has prepared, posted, circulated and, on Nov. 10, 1999, adopted a mitigated negative declaration which confirms that the installation of the New Structures in accordance with this Agreement would not have a potential for any significant environmental impacts and is in full compliance with the California Environmental Quality Act; and

WHEREAS, on November 10, 1999, the Planning Commission conducted a duly noticed public hearing on Eller's proposal to install the New Structures; and

WHEREAS, on Jan. 25, 2000, after conducting a duly noticed public hearing on Jan. 11, 2000, the City Council of City adopted Ordinance Number 1401, approving this Agreement with Eller.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, the parties hereto agree as follows:

Section I. Obligations of Eller. In consideration of City entering into this Agreement, Eller agrees to perform the following obligations, which will have an overall benefit to City.

- A. Payment of Lump Sum. Eller shall pay to the City the lump sum of One Million and Two Hundred Thousand Dollars (\$1,200,000.00) upon the City's issuance of the first building permit.
- B. Payment of Fees. Eller shall pay City's normal application and processing fees then in effect of any permits issued in accordance with the terms of this Agreement.
- C. Payment of Attorney Fees. Eller shall pay to the City all legal fees, up to a maximum of \$7,000.00, incurred in connection with legal services associated with this Agreement, including but not limited to the drafting and

preparation of all necessary documents, including this Agreement, and reviewing Eller's application for any necessary permits and all environmental documentation.

- D. Donation of Sign Face to City. Eller shall provide a sign face for the City use, to advertise or promote community events and activities for a minimum of 4 weeks per year for one sign face on the I-5 Freeway and 4 weeks per year for one sign face on the 91 Freeway. The City shall provide Eller a minimum 90 day notice, specifying the event or activity, and the dates for posting, prior to the initial installation date. Eller to pay for cost of design and installation of sign on behalf of the City.
- E. Existing State Permits. Eller shall provide to City a copy of all four State permits for all four locations of signs previously located on the I-5 Freeway.
- F. Relinquish Fourth Permit. Eller hereby agrees to relinquish their rights to utilize one of the four permits from the State for a billboard sign within the City of Buena Park in conjunction with this Agreement. The City acknowledges that Eller desires to use the fourth permit within another City within the State of California and does not object to said arrangement.
- G. Landscaping - Beach Boulevard Entry Sign. - Eller agrees to pay the City a maximum of \$13,000, in one lump sum payment, which shall be used for all costs associated with the City providing landscaping and irrigation around an existing City identification sign located on Beach Boulevard and Los Coyotes Dr. The property is more clearly delineated on Exhibit E attached hereto. Eller shall pay City within ten days of the City's written request.
- H. Hold Harmless. Eller agrees to indemnify City, and any of its officers, employees or agents, and hold City, and any of its officers, employees or agents thereof, harmless and defend from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature of injury to, or death of, any person (including officers, employees and agents of City), and for injury or damage to or destruction of property (including property of City), resulting from any and all actions or omissions of Eller's employees, agents or invitees, or any of its subcontractors or any of such subcontractor's employees, agents or invitees pursuant to this Agreement. In accordance with Section III.E below, Eller also agrees to indemnify, hold harmless and defend City, and any of its officers, employees or agents for any claim or lawsuit brought to challenge the validity or enforcement of this Agreement or any permits granted by the City in connection with the approval of or installation of the New Structures. Eller shall pay all of City's defense costs, including without limitation, court costs and attorney fees. Eller shall promptly pay all monetary awards, judgments, verdicts, court costs and attorney fees that may be awarded in such action.
- I. Equal Opportunity.

1. By signing this Agreement, Eller certifies that it does not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex,

marital status, national origin, ancestry, physical handicap or medical condition, except as provided in Government Code section 12940, in connection with employment, upgrading, promotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

2. Eller agrees that it shall, in all solicitations or advertisements for employees for any work covered by this Agreement, placed by, or on behalf of, Eller, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, or ancestry.

3. Eller agrees to cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Section II. Project Development.

A. Entitlement to Develop. City hereby grants Eller the right to install the New Structures on the Properties, subject to the conditions imposed by this Agreement attached hereto as Exhibit D.

B. Permitted Density, Height and Uses. The permitted uses, the density or intensity of use, the maximum height and size of proposed structures shall be those set forth in this Agreement and the Applicable Rules as follows:

1. Surface Area. The surface area of each billboard face, poster, printing or advertisement included within the New Structures, and embellishments shall not exceed six hundred seventy-two (672) square feet, except for cut outs and extensions needed for certain advertisements.

2. Design and Height of New Structures. Except as hereinafter provided, each New Structure shall be of a single pole design, displaying two (2) 14' x 48' advertising faces with a height not to exceed 51 ft. as shown on Exhibit C.

3. Location of Structures. The New Structures shall not be located within 500 linear feet of any other off-site sign located on the same side of the adjacent freeway, in substantial compliance with the locations, configurations, and designs depicted in Exhibit C..

4. Lighting of Structures. All lighting employed on the New Structures shall be designed so as to eliminate any intrusive glare on public rights-of-way or on neighboring properties.

5. Permits. Eller will provide City with written evidence that it has obtained all necessary permits for the construction of the New Structures from the California Department of Transportation pursuant to the Outdoor Advertising Act, California Business and Professions Code section 5200, et seq.

6. Repair and Maintenance. Eller shall keep the New Structures clean, graffiti free, and in good repair. Eller may repair and/or replace the New Structures as appropriate, at its sole discretion.

7. Maintenance of Adjacent Area. Eller shall provide and maintain the area around the structure and all landscaping around the new structures subject to prior approval of the City and abate the weeds and debris throughout the Properties so as to provide a clean appearance.

8. Advertising.

a. No advertisement on the New Structures shall be indecent or obscene. Should the City Manager or his designee, after consultation with the City Attorney, and in their reasonable discretion, determine that any advertising on the New Structures is indecent or obscene, City may, in exercise of City's police and regulatory powers, serve written notice upon Eller requiring the removal of such advertising pursuant to this paragraph. Eller shall remove all such advertising within three business days after City serves such notice. Eller shall have the right to appeal the City Manager's and City Attorney's decision to the City Council.

b. No advertisement on any New Structures shall display any word, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device, including, but not limited to, words such as "Stop," "Look," "Drive-In," or "Danger."

c. No advertising for uses, businesses or establishments, defined as adult entertainment businesses within Title 19 of the City's Municipal Code shall be permitted at any time.

d. The New Structures shall not display any tobacco or distilled spirit advertisement where the tobacco or distilled spirit product is the subject of the advertisement, but it shall be permissible when a tobacco or distilled spirit advertisement is in conjunction with a sporting or community event. Should Eller fail to comply with the provisions of this paragraph, the City Manager, after consultation with the City Attorney, may serve written notice upon Eller requiring removal of the alleged improper tobacco or distilled spirit advertisement. Eller shall remove all such advertising within three business days after City serves such notice. In the event that the alleged improper tobacco or distilled spirit advertisement is not corrected within three (3) business days after the notice is served on Eller, Eller shall pay a fine of five hundred dollars (\$500.00) per sign face for each day the alleged improper tobacco or distilled spirit advertisement continues to be displayed. Eller shall have the right to appeal the City Manager's and City Attorney's decision to the City Council.

e. No advertising for greater Los Angeles area theme parks or other similar commercial recreational activities, except for those located in Buena Park, shall be permitted at any time.

f. The sign faces of the three structures must maintain advertising or community event noticing at all times. No blank sign faces shall be permitted.

g. All electrical wiring and appurtenances serving the three signs shall be underground.

C. No Further Discretionary Action. City Council of City hereby acknowledges that there are no discretionary approvals required by City for installation of the New Structures, or posting of any sign face on New Structures.

D. Ministerial Approvals. Eller shall obtain from City building permits for the New Structures, and each such permit shall be valid only for the particular location specified therein. Each application for a building permit shall conform to the Applicable Rules.

City will use its best efforts to expedite the processing of Eller's applications to install the New Structures.

E. Rules, Regulations and Official Policies.

1. Applicable Rules. The parties hereby agree that, for the term of this Agreement, the rules, regulations and official policies governing design, improvement and installation standards and specifications applicable to the development of the New Structures shall be those rules, regulations and official policies in force at the time of the Effective Date (hereinafter referred to collectively as the "Applicable Rules").

2. Conflicting Enactments. Any change in the Applicable Rules, including, without limitation, any change in any applicable general, area or specific plan, zoning, subdivision or building regulation, adopted or becoming effective after the Effective Date of this Agreement, which would absent this Agreement, otherwise be applicable to the installation, maintenance and/or use of the New Structures by Eller and which would conflict in any way with or be more restrictive than the Applicable Rules, shall not be applied by City to the New Structures. The parties acknowledge and agree that any such subsequent conflicting enactment may apply to any existing off-site signs, other than the New Structures.

3. Moratorium. No City imposed moratorium or other limitation (relating to the rate, timing or sequencing of the installation of all or any part of the New Structures) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits or other entitlements to use or service approved, issued or granted within City, or portions of City, shall apply to the New Structures to the extent such moratorium or other limitation is in conflict with this Agreement.

F. Permitted Conditions and Fees. No additional mitigation, conditions, exaction, dedications or fees, whether adopted through the exercise of either the police power, the taxing power or any other authority, shall be imposed by City on the installation and/or maintenance of the New Structures, except as expressly provided in this Agreement.

G. Timing of Development. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Eller shall have the right (without obligation) to install the new Structures in such order and at such rate and at such times as Eller deems appropriate within the exercise of its subjective business judgment.

H. Vesting of Eller's Rights. The rights and entitlements granted to Eller pursuant to this Agreement, shall be and constitute "vested rights" or the equivalent of "vested rights" as that term is defined under California law applicable to the development of land or property and the right of a public entity to regulate or control the installation of the New Structures on the Properties.

Section III. Cooperation/Implementation.

A. No Inconsistent Actions. Except as required by any unstayed court order, neither City, nor any of its agencies, officers or employees, shall take any action that is inconsistent with the terms of this Agreement.

B. Further Assurances; Covenant to Sign Documents. Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writing that may be necessary or proper to achieve the purposes and objectives of this Agreement.

C. State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (a) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and (b) take such other actions as may be necessary to conform with the terms of this Agreement.

D. Other Governmental Bodies. To the extent that City, its City Council, Planning Commission or any other City agency constitutes and sits as any other board or agency, it shall not take any action that is inconsistent with the terms of this Agreement. Nothing in this paragraph shall restrict or inhibit any individual member of City's City Council, Planning Commission or any other City agency who is also a member of another governmental body, the composition of which is different than the City's City Council, Planning Commission or other City agency, from exercising his or her discretion on such other governmental body.

E. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the related approvals granted by the City, Eller and City shall cooperate in defending any such action. City shall notify Eller of any such legal action against City within ten (10) working days after City receives service of process, except for any writ for injunctive relief, in which case City shall notify Eller immediately upon receipt. Eller shall indemnify, hold harmless and defend City, its officers, agents and employees from any legal actions instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the related approvals granted by the City; provided, however, that if City fails promptly to notify Eller of any legal action against City or if City fails to cooperate in the defense, Eller shall not thereafter be responsible for City's defense. City shall be entitled to select its own counsel to conduct its defense, and Eller shall be responsible for paying all fees and costs of counsel the City selects except as provided herein. Eller shall pay all of City's defense costs, including without limitation, court costs and attorney fees. Eller shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorney fees that may be awarded in such action. During the first year of the term of this Agreement, Eller agrees to pay the initial \$500,000 of legal fees incurred by the City in defense of any such action brought challenging the validity of any provision of this Agreement or the related approvals granted by the City. In the event legal fees incurred by the City in the

first year exceed \$500,000, Eller and the City shall each pay 50% of such additional legal fees. After the first year, Eller shall resume paying 100% of all legal costs and fees. City shall not reject any reasonable settlement; if City does reject a settlement that is acceptable to Eller, Eller may settle the action, as it relates to Eller, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgments rendered in connection with such action.

The filing of any third party lawsuit(s) against City or Eller relating to this Agreement or to other development issues affecting installation of the New Structures shall not delay or stop the processing or issuance of any building permit, unless the third party obtains a court order preventing the activity. City shall not stipulate to the issuance of any such order.

Section IV. General Provisions.

A. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring all or some of the Properties, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

B. Transfers and Assignments. Eller shall not assign any interest in this Agreement or a portion of this Agreement without the prior written consent of City, which will not be unreasonably withheld.

C. Statement of Compliance. Within ten (10) days following any written request which either City or Eller may make from time to time, the other shall execute and deliver to the requesting party a statement certifying that: (1) this Agreement is unmodified and in full force and effect or, if there have been modifications hereto, that this Agreement is in full force and effect, as modified, and stating the date and nature of such modifications; (2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such defaults; and (3) any other reasonable information requested. The failure to deliver such statement within such time shall be conclusive upon the party that fails to deliver such statement that this Agreement is in full force and effect without modification and that there are no uncured defaults in the performance of the requesting party. The City Attorney shall be authorized to execute any certificate requested by Eller hereunder.

D. Default. Failure by City or Eller to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other, unless any such failure is the result of an unstayed court order, shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the 30-day period without cure, the notifying party, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code

section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code sections 65867 and 65868.

Following consideration of the evidence presented in the review before the City Council, the party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

Evidence of default may also arise in the course of the regularly scheduled annual review described in Section IV.E below.

E. Annual Review. Each year on the anniversary of the Effective Date (or, in the event such date falls on a weekend or holiday, the next available business day), throughout the term of this Agreement, Eller and City will meet or exchange necessary correspondence and review, pursuant to Government Code section 65865.1, the good faith compliance by Eller with the terms of this Agreement. Such meeting if desired shall take place at the offices of the City's Community Development Department, or at such other places or times that are mutually agreed upon by the parties. If as a result of such review, City reasonably determines, on the basis of substantial evidence presented at such meeting, that Eller has not complied in good faith with the terms and conditions hereof, City shall provide written notice thereof (hereinafter referred to as the "Notice of Non-Compliance"), specifying in detail and reasons for such finding. After City delivers the Notice of Non-Compliance, Eller shall have the right to cure such non-compliance as provided in Section IV. D above. In the event that Eller does not timely cure the non-compliance after a Notice of Non-Compliance is delivered by City, City may proceed to terminate this Agreement on ten (10) days prior written notice to Eller in accordance with the termination procedure set forth in Section IV.D above. In the event City fails to either (1) conduct the annual review or (2) notify Eller in writing (following the time during which the review is to be conducted) of City's determination as to compliance or noncompliance with the terms of this Agreement and such failure remains uncured as of sixty (60) days after any annual anniversary of the Effective Date during the term of this Agreement, such failure shall be deemed an approval by City of Eller's compliance with the terms of this Agreement during the year that is the subject of the annual review.

F. Default by City. In the event City defaults (as defined in Section IV.D, herein) under the terms of this Agreement, Eller shall have all rights and remedies provided herein or under applicable law, including the specific performance of this Agreement.

G. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

All legal actions shall be heard by a referee from the Orange County Superior Court, Central District, pursuant to Code of Civil Procedure sections 638, et seq. Eller and City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before such referee. If Eller and City are unable to agree on a referee within ten (10) days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to Code of Civil Procedure section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section shall be

considered a temporary judge appointed pursuant to article 6, section 21 of the California Constitution.

H. Waiver; Remedies Cumulative. Failure by City or Eller to insist upon the strict performance of any of the provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future. No waiver by City or Eller of a default or breach of any other party shall be effective or binding upon it unless made in writing, and no such waiver shall be implied from any omission by City or Eller to take any action with respect to such default or breach. No express written waiver of any defaults or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified in such express waiver. One or more written waivers of a default or breach under any provision of this Agreement shall not be a waiver of any subsequent default or breach, and the performance of the same or any other term or provision contained in this Agreement. Subject to notice of default and opportunity to cure under Section IV.D., all of the remedies permitted or available under this Agreement, at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

I. Future Litigation Expenses.

1. Payment to Prevailing Party. If City or Eller brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, or third-party claim) by reason of defaults or breach, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees.

2. Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

J. Effective Date and Term. The Effective Date of this Agreement shall be thirty (30) days after City enacts an ordinance approving this Agreement ("Effective Date"). The term of this Agreement shall expire fifteen (15) years from the Effective Date of this Agreement.

At least ninety (90) days before the end of the term, as it may be extended as herein provided, Eller shall apply for a demolition permit for each New Structure installed. Provided that City has timely issued demolition permits, Eller shall remove the New Structures, at no cost to the City, on or before the last day of the term of this Agreement. In the event that Eller fails to remove the New Structures by the end of the term of this Agreement, City shall have the right to remove said New Structures and to charge Eller its actual costs of removal. Eller hereby waives any causes of action it may have to postpone removal of the New Structures under this paragraph after the term of this Agreement. Eller shall not be entitled to any compensation for the removal of the New Structures. Any vested rights that are created by this Agreement or by operation of law shall cease as of the expiration of the term of this Agreement.

Notwithstanding the foregoing, Eller shall have the right to remove the New Structures at any time during the term of this Agreement and to terminate this Agreement.

K. Supersedure by Subsequent Laws. If any federal or state law, made or enacted after the Effective Date of this Agreement, prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified as may be necessary to comply with such new law. Immediately after enactment or promulgation of any such new law, City and Eller shall meet and confer in good faith to determine the feasibility of any such modification based on the effect such modification would have on the purposes and intent of this Agreement. Eller and City shall have the right to challenge the new law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. City is under no obligation to refund any fees, costs, or payments in the event any Federal or State law prohibits the installation of the New Structures after the City's receipt of any fees, costs or payments. Eller's payment shall be neither refundable nor subject to pro-ration.

L. Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the parties to this Agreement, in accordance with the provisions of Government Code sections 65867 and 65868 or their successor sections, and provided a public hearing is conducted prior to any amendment of this Agreement.

M. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Eller and clarifications may be appropriate with respect to the details of performance of City and Eller. If and when, from time to time, during the term of this Agreement, City and Eller agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through operating memoranda approved by City and Eller, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Eller. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section IV.L. The City Manager may execute any operating memoranda hereunder.

Section V. Miscellaneous.

A. Negation of Partnership. The New Structures constitute private development, neither City nor Eller is acting as the agent of the other in any respect hereunder, and City and Eller are independent entities with respect to the terms and conditions of this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in the businesses of Eller, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

B. No Third Party Beneficiary. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person who is not a party, unless expressly otherwise provided.

C. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or

expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

D. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement and the rights and obligations of the parties hereto.

E. Construction of Agreement. The provisions of this Agreement and the exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against Eller or City and consistent with the provisions hereof, in order to achieve the objectives and purposes. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa.

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

G. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

H. Notices. Any notice shall be in writing and given by delivering the same in person or by sending the same by registered, certified or express mail, return receipt requested, with postage prepaid, to the mailing address. The respective mailing addresses of the parties are, until changed as hereinafter provided, the following:

City: City of Buena Park
6650 Beach Boulevard
P.O. Box 5009
Buena Park, California 90622
Attention: Director of Community Development

With a copy to: Quinn M. Barrow, Esquire
Richards, Watson & Gershon
333 South Hope Street, 38th floor
Los Angeles, California 90071-1469

Eller: *Clear Channel Outdoor*
Eller Media Company
1550 West Washington Boulevard
Los Angeles, California 90007
Attention: Mr. Edward Dato, Vice President

Either City or Eller may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten (10) days prior to the date such

change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

I. Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

J. Recordation. In order to comply with section 65868.5 of the Government Code, the parties do hereby direct the City Clerk to record a copy of this Agreement against each of the Properties with the County Recorder of Orange County within ten (10) days after the Effective Date.

IN WITNESS WHEREOF, Eller and City have executed this Agreement as of the date first hereinabove written.

"CITY"

CITY OF BUENA PARK

By: Arthur C. Thurn

ATTEST:

By: Shaleen Reynolds
City Clerk

APPROVED AS TO FORM:

By: Im Banar
City Attorney

"Eller"

Clear Channel Outdoor
ELLER MEDIA COMPANY

By: [Signature]

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF

On OCTOBER 1, ²⁰⁰¹~~2000~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE C. MANVAK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.



Teresa A. Jackson
Notary Public

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF

On OCTOBER 10, ²⁰⁰¹~~2000~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ARTHUR C. BROWN & SHALICE REYNOLDS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.



Teresa A. Jackson
Notary Public

Exhibit A

LEGAL DESCRIPTION

LEGAL DESCRIPTION
SOUTHERN PACIFIC RAILROAD

COMMENCING AT THE SOUTHEAST TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 49°24'11" WEST 222.04 FEET" IN PARCEL 2 OF A DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 3591 PAGE 34 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, THENCE SOUTH 56°04'14" EAST 193.48 FEET ALONG THE SOUTHWESTERLY LINE OF SAID DEED TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39°35'31" WEST 70.34 FEET TO THE SOUTHERLY LINE OF SAID 100 FOOT WIDE STRIP OF LAND; THENCE ALONG SAID SOUTHERLY LINE 56°04'14" EAST 2348.61 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 56°05'01" EAST 257.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 72°29'32" EAST 55.76 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1671.09 FEET; THENCE EASTERLY 132.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°31'41"; THENCE SOUTH 60°01'53" EAST 319.32 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN DOCUMENT RECORDED IN BOOK 847 PAGE 36 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LAST SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 56°05'01" WEST 757.27 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 56°04'14" WEST 1652.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 NORTH 56°04'14" WEST 688.72 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 200751

FOR FREEWAY PURPOSES, ALL BILLBOARDS, SIGNS AND APPURTENANT STRUCTURES LOCATED WITHIN THAT PORTION OF SECTION 36 IN TOWNSHIP 3 SOUTH RANGE 11 WEST AND THAT PORTION OF SECTION 1 IN TOWNSHIP 4 SOUTH RANGE 11 WEST, BOTH WITHIN THE RANCHO LOS COYOTES, IN THE CITIES OF BUENA PARK AND ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAPS FILED IN BOOK 51, PAGES 8 AND 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A STRIP OF LAND 100 FEET IN WIDTH AS SAID STRIP IS DESCRIBED IN BOOK 31, PAGES 368 AND 370 AND IN BOOK 44, PAGE 496, ALL OF DEEDS OF LOS ANGELES COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 49°24'11" WEST 222.04 FEET" IN PARCEL 2 OF A DEED TO THE STATE OF CALIFORNIA RECORDED IN BOOK 3591 PAGE 34 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, THENCE SOUTH 56°04'14" EAST 193.48 FEET ALONG THE SOUTHWESTERLY LINE OF SAID DEED TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 39°35'31" WEST 70.34 FEET TO THE SOUTHERLY LINE OF SAID 100 FOOT WIDE STRIP OF LAND; THENCE ALONG SAID SOUTHERLY LINE SOUTH 56°04'14" EAST 2348.61 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 56°05'01" EAST 257.21 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 72°29'32" EAST 55.76 FEET TO THE

BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS
OF 1671.09 FEET; THENCE EASTERLY 132.06 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 04°31'41"; THENCE SOUTH 60°01'53" EAST
319.32 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN DOCUMENT RECORDED
IN BOOK 847 PAGE 36 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY
RECORDER OF LAST SAID COUNTY; THENCE ALONG SAID SOUTHERLY LINE
NORTH 56°05'01" WEST 757.27 FEET; THENCE CONTINUING ALONG SAID
SOUTHERLY LINE NORTH 56°04'14" WEST 1652.94 FEET TO THE
SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTHERLY
LINE OF SAID PARCEL 2 NORTH 56°04'14" WEST 688.72 FEET TO THE TRUE
POINT OF BEGINNING.

"PROPERTY"

INCLUDING BUT NOT LIMITED TO:

200751-A

THAT 14' X 48' ILLUMINATED BULLETIN AS DESCRIBED IN THE STATE OF
CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28797.

200751-B

THAT 14' X 48' ILLUMINATED BULLETIN AS DESCRIBED IN THE STATE OF
CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28798.

200751-C

THAT 12' X 25' ILLUMINATED POSTER PANEL AS DESCRIBED IN THE STATE
OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28799.

200751-D

THAT 12' X 25' ILLUMINATED POSTER PANEL AS DESCRIBED IN THE STATE
OF CALIFORNIA'S APPLICATION FOR STATE OUTDOOR ADVERTISING STRUCTURE
PERMIT #28893.

TOGETHER WITH ALL LEASES, PERMITS, EASEMENTS AND CONTRACTS ENABLING
THE PLACEMENT OF SAID BILLBOARDS, SIGNS AND APPURTENANT STRUCTURES
UPON THE AFOREDESCRIBED "PROPERTY".

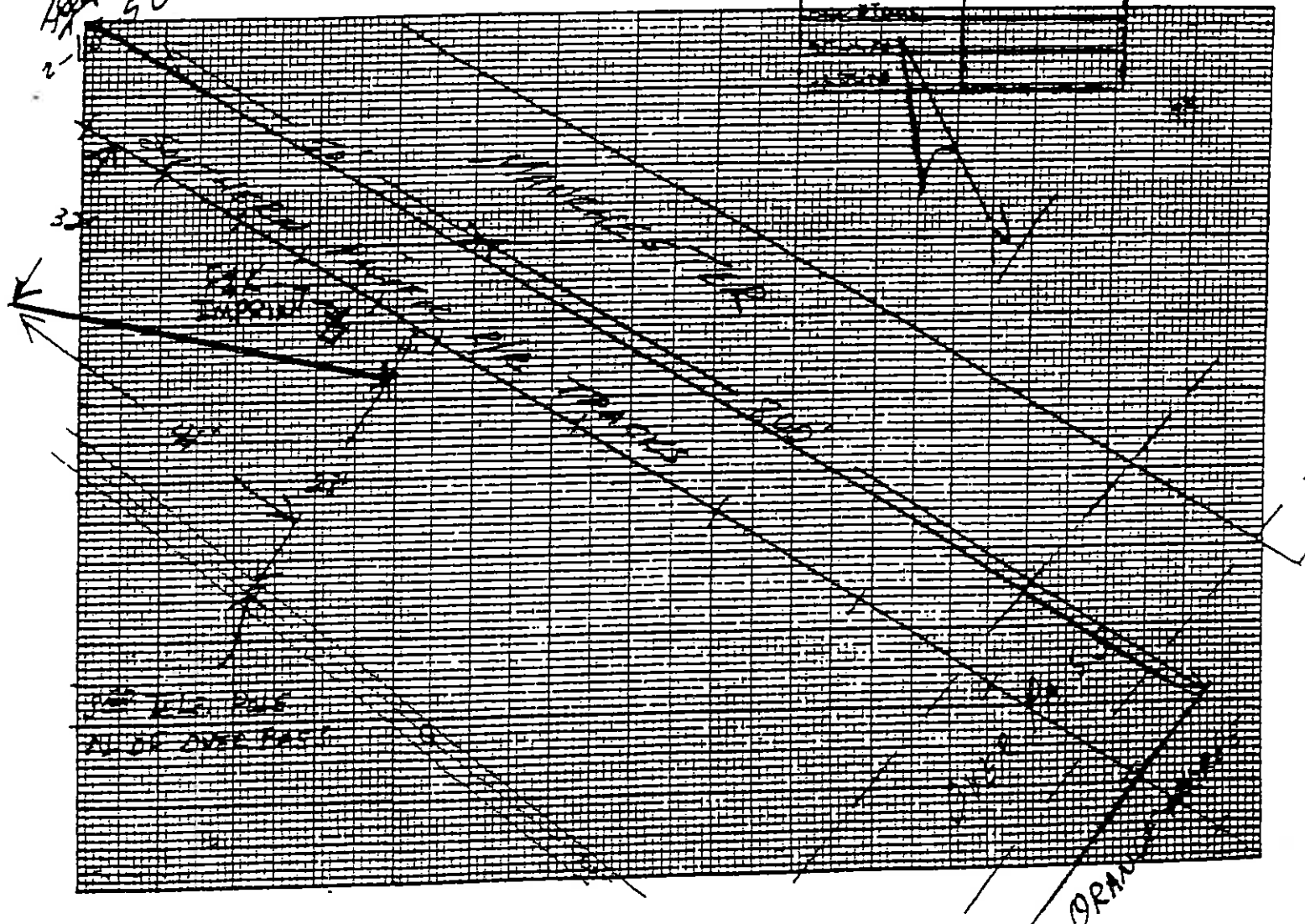
13, 1997

CITY BUENA PARK CLASSIFICATION SURFA 5' LEASE NO. 9033
LOCATION MANCHESTER WL 800' N. BRANLETHORPE 50' X 100' BLOCK NO.
LEGAL SOU. PAC. R/R E/W SPACEMAN RF

CITY SOUTHERN PACIFIC R/R
BUILD ILL. 47 BULLETIN ORDER NO. C-134 PERMIT NO. 4889
POSTS BUTLER BRACING NO PLATFORM YES
FENCE NO BASEMENT NO LOT SOIL - DIGGER O'KAY

- 1 BLD. 15' FROM GROUND LEVEL TO BOTTOM OF BASE
- 2 PLACE LEFT EDGE 11' FROM NEAR RAIL & 28' FROM 3RD TELE. POLE FROM OVER PASS
- 3 PLACE RIGHT EDGE 32' FROM NEAR RAIL & 41' FROM 3RD TELE. POLE
- 4 APPROACH 1200'
- 5 BUENA PARK CITY PERMIT REF.

DATE CONSTRUCTED	2-28-58
DESIGNED BY	
CHECKED BY	
APPROVED BY	



CITY BUENA PARK CLASSIFICATION SUR LEASE NO. 90339
 LOCATION Manchester W 1260 N. Orange Thrupe 360 x 100 BLOCK NO. 6851 S.
 LEGAL San Pac R.R. R/W SPACSMAN WIKH
RSK

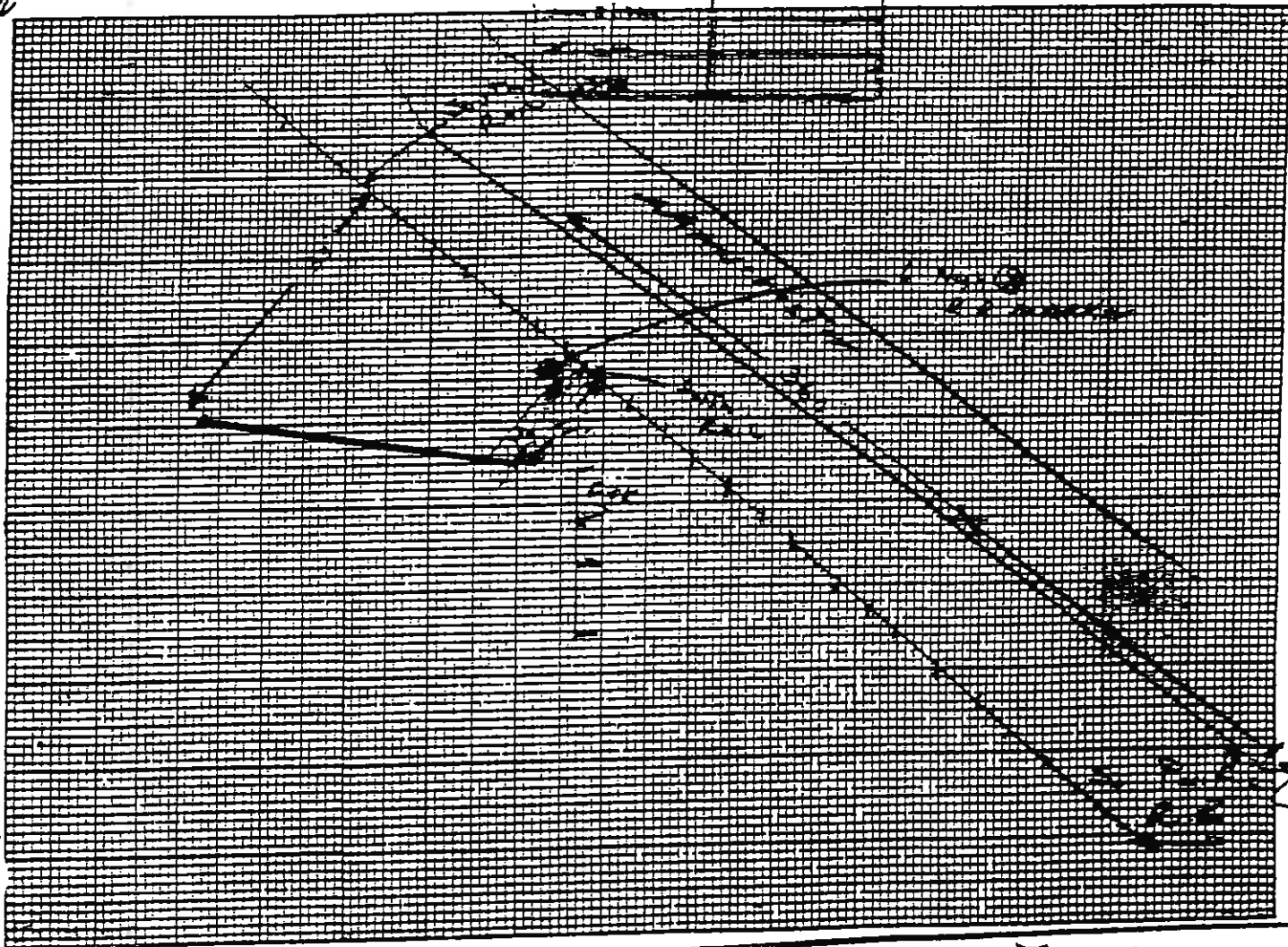
BUILD 1 114 4752 City Bldg ORDER NO. C-575 PERMIT NO. 4743
 POSTS BUTLER Steel BRACING - PLATFORM YES
 FENCE - BASEMENT - LOT -

Raise 15' Above ground level to bottom of BASE
 Left end of Bldg. 2' EAST of ⊕ Railroad marker AND 11' SOUTH
 of SOUTH RAIL - RIGHT END TO BE 33' SOUTH of SOUTHERLY RAIL
 CITY of Buena Park - VARIANCE SECURED & Bldg. Permit secured
 (Special Use)

Built under Approved,
 PCA # LB-75

DATE CONSTRUCTED	12-29-55
PERMIT NO.	
APPROVED BY	

OK
 12-55



ORANGE THRUPE

CITY Buena Park CLASSIFICATION SUR LEASE NO. 90339
 LOCATION Manchester WC 1260' N. Orange thorpe 360' x 25' BLOCK NO.
 LEGAL The westerly line of Manchester St., 1260' North of SPACEMAN PGP
Orange thorpe, 360' frontage on Manchester St. by 25' depth.
Lessors: S. P. Rwy. Co.

BUILD 2 unit. P.P. ORDER NO. PERMIT NO. 524
 POSTS Buffer Steel Bay'd. BRACING — PLATFORM YES
 FENCE — BASEMENT — LOT Not level; Soil; No dig.

Layout to be made in Field with Crew by P. G. Paster
 Approximate position shown for Pasting Dep't.

DATE COMPLETED	3-31-55

OK
 3-3-55

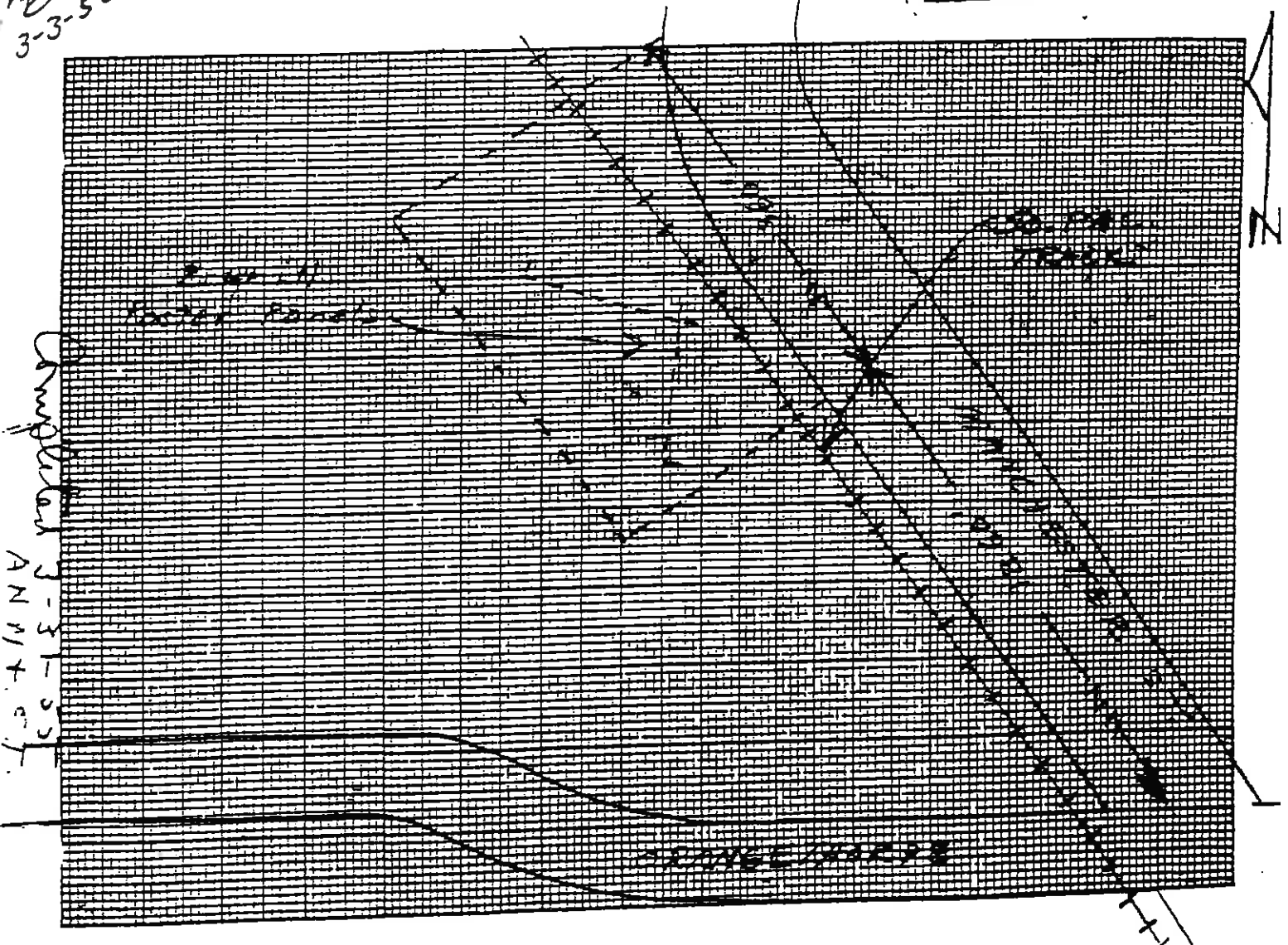
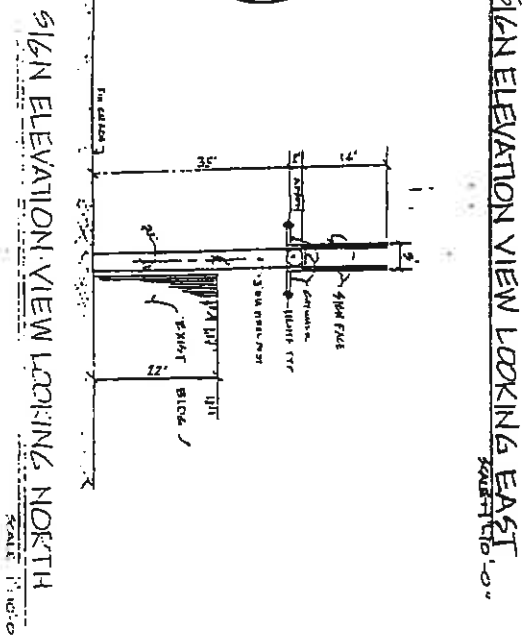
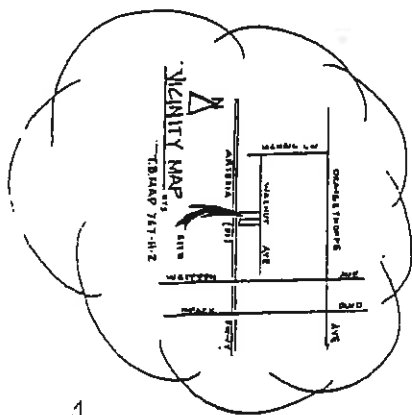
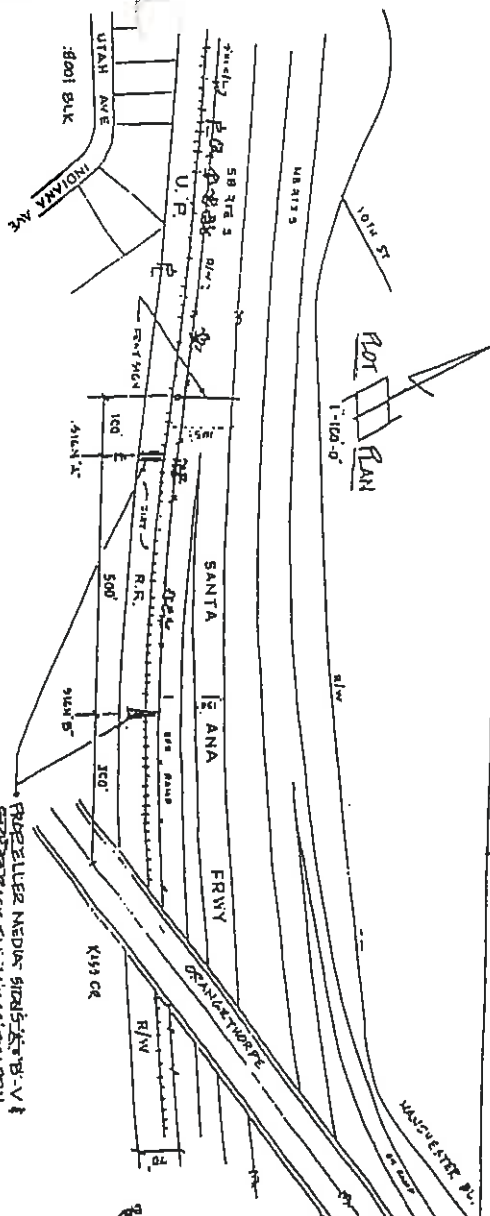


Exhibit C

NEW STRUCTURES

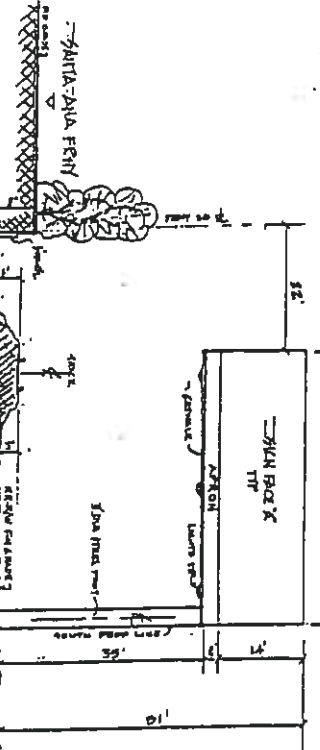
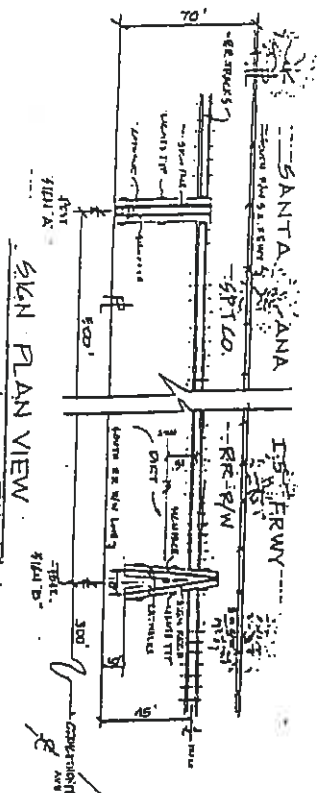
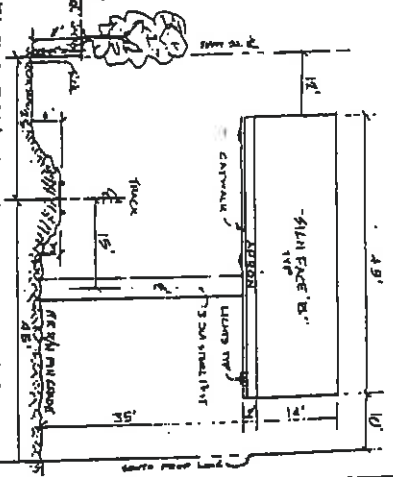


1-10-99
DA-2710



FRONT ELEVATION VIEW LOOKING EAST
 14' X 48' SIGN
 20' X 48' SIGN

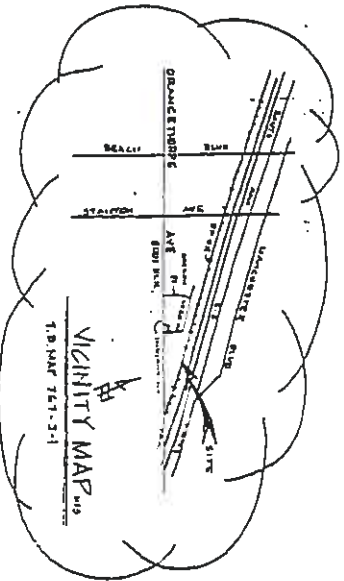
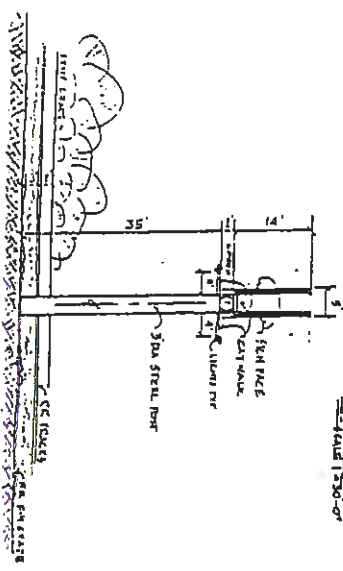
B' SIGN ELEVATION VIEW LOOKING EAST



A' SIGN ELEVATION VIEW LOOKING EAST

NOTE: SCREENING OF OPEN
 END OF SIGNS TO BE
 APPROVED BY THE
 DIRECTOR OF COMMUNITY
 DEVELOPMENT

A' SIGN ELEVATION VIEW LOOKING NORTH



11-10-99
 DA-27(2)

Exhibit D

CONDITIONS OF APPROVAL

EXHIBIT D

DEVELOPMENT AGREEMENT NO. 27 CONDITIONS OF APPROVAL

BUILDING DIVISION:

1. The project shall comply with Buena Park Municipal Code Title 15, Uniform Model Codes, California Amendments.

PLANNING DIVISION:

1. The surface area of each billboard face, poster, printing or advertisement included within the New Structures, and embellishments shall not exceed six hundred seventy-two (672) square feet, except for cut outs and extensions needed for certain advertisements.
2. Each New Structure shall be of a single pole design, displaying two (2) 14' x 48' advertising faces with a height not to exceed 51 ft.
3. The New Structures shall not be located within 500 linear feet of any other off-site sign located on the same side of the adjacent freeway, in substantial compliance with the locations, configurations, and designs depicted in Exhibit C.
4. All lighting employed on the New Structures shall be designed so as to eliminate any intrusive glare on public rights-of-way or on neighboring properties.
5. Written evidence shall be provided that all necessary permits have been obtained for the construction of the New Structures from the California Department of Transportation pursuant to the Outdoor Advertising Act, California Business and Professions Code section 5200, et seq.
6. The New Structures shall be maintained clean, graffiti free, and in good repair. The New Structures may be repaired and/or replaced as appropriate, at the sole discretion of the installer.
7. The area around the new structures and any landscaping around the new structures shall be properly maintained subject to approval of the City. All weeds and debris throughout the sites shall be abated so as to provide a clean appearance.
8. All required new utility services shall be underground. All required utility services and equipment, including transformers, "J" boxes, and similar devices shall be located below grade. A preliminary electrical equipment plan which is prepared by the Southern California Edison Company shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances

and meters shall be submitted to the City Planning Division for review and approval prior to installation.

9. Notwithstanding Subsection 3 of this Resolution, if the Department of Fish and Game requires payment of a fee pursuant to Section 711.4 of the Fish and Game Code, payment thereof shall be made by the applicant prior to the issuance of any building permit or any other entitlements.
10. The development shall conform to the plan as finally approved by the City as conditioned herein. Final plans shall incorporate all changes as conditioned herein and shall recognize all easements or deed restrictions pertaining to the subject property. Any appreciable modification shall require the prior approval of the City.
11. Prior to any permits being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.

da27cond

Exhibit E

ALTERNATE LANDSCAPE SITE



L.A. CO.

SEE SHT. 14
OF ADDRESS
MAP

ANDORA

BARRINGTON DR

FAIRHOPE

MINIUM

ERSKINE

GINNIS

FURGEN GR.

FLETCHER GR.

KEITH GR.

ARGYLE

GORDON

HAMILTON

GRANITE

WALL

ON

ELLIS

GREEN

ERSKINE

GR.

DR.

MINIUM

GINNIS

GLASGOW

GLENGARRY

GORDON

HAMILTON

GRANITE

WALL

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ARGYLE

KEITH

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C-1667

FREE RECORDING REQUESTED
PURSUANT TO GOV. CODE 6103

RECORDING REQUESTED BY:
CITY OF BUENA PARK

RECEIVED

JUL 11 2012

WHEN RECORDED MAIL TO:
SHALICE TILTON, CITY CLERK
CITY OF BUENA PARK
P.O. BOX 5009
BUENA PARK, CA 90622

CITY CLERK'S OFFICE

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder



NO FEE

* \$ R 0 0 0 4 9 3 9 2 4 5 \$ *

2012000375090 10:55 am 07/02/12

232 415 A17 8

0.00 0.00 0.00 0.00 21.00 0.00 0.00 0.00

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. DA-27
BETWEEN THE CITY OF BUENA PARK AND CLEAR CHANNEL OUTDOOR, INC.,

16
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AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. DA-27
BETWEEN THE CITY OF BUENA PARK AND CLEAR CHANNEL OUTDOOR, INC.

This Amendment No. 1 ("Amendment") to Development Agreement No. DA-27 ("Development Agreement") is made and entered on the 12th day of June, 2012, ("Effective Date") by and between the City of Buena Park, a charter city ("City") and Clear Channel Outdoor, Inc., a Delaware corporation, successor in interest to Eller Media Company ("Clear Channel").

A. Recitals.

(i) On or about February 24, 2000, the City and Clear Channel entered into the Development Agreement ("Original Development Agreement") authorizing Clear Channel to relocate and construct three, offsite double faced billboard sign structures within the City of Buena Park (collectively, "Sign Structures"), as necessitated by construction activities associated with the widening of Interstate 5.

(ii) The Development Agreement will expire on or about February 24, 2015.

(iii) Clear Channel has requested the City's consent to convert two of the three Sign Structures (4 sign faces) at Clear Channel's option to self-illuminating, digital signs as provided in this Amendment "Digital Signs"). Clear Channel has also requested that the term of the Development Agreement be extended by twenty (20) years subject to the additional provisions set forth herein.

(iv) It is the intent of the parties in entering this agreement to amend the Development Agreement, to set forth terms and conditions applicable to the conversion of the Sign Structures and extension of the Original Development Agreement.

(v) The City has made the appropriate findings and imposed the required conditions pursuant to Section 19.132.020 of the Buena Park Municipal Code ("Code") in order to insure that the interests of the public are benefitted as a result of the extension of the use as provided in this Amendment.

(vi) The City has found that this Amendment and the installation of the Digital Signs are consistent with the City's general plan and any applicable specific plan.

(vii) On May 23, 2012 the Planning Commission conducted a duly noticed public hearing on Clear Channel's application to change the nonconforming privilege to permit the Sign Structures to be changed to include Digital Signs.

(viii) On June 12, 2012 after conducting a duly noticed public hearing on June 12, 2012 the City Council of the City adopted Ordinance Number 1558 approving this Amendment with Clear Channel.

B. Agreement.

NOW, THEREFORE, City and Clear Channel agree to amend the Development Agreement as follows:

1. Clear Channel is authorized to convert two (2) of the three (3) Sign Structures to be chosen by Clear Channel, including both faces of each, to a digital billboard in accordance with the operating requirements set forth on Exhibit A attached hereto.
2. The term of the Development Agreement is hereby extended by an additional twenty (20) years and notwithstanding any terms to the contrary in the Original Development Agreement, the term shall expire on February 24, 2035 ("Expiration Date") subject to further extension as provided in Paragraph 10 hereof.
3. Clear Channel shall provide eight (8) weeks' worth of display time per year for public service announcements by the City on each traditional and Digital Sign Structure, subject to availability of space. Such display time shall be divided roughly as four (4) weeks on each display located on the Structure. With respect to any Digital Structure, Clear Channel shall place City-provided announcements, on a space available basis, in one of the eight (8) display images in the current rotation of display images at any time. In addition, Clear Channel will provide up to twenty (20) months' worth of display advertising space per year for public service announcements by the City, rotating on any traditional Clear Channel sign structure outside of the City but within a twenty (20) mile radius ("Local Traditional Structures"), subject to availability of space. Clear Channel shall provide a quarterly report to the City documenting the date, time, location and duration of each City public service announcement displayed on each of the Clear Channel Local Traditional Structures and each of the Sign Structures, as required by this section. Clear Channel may elect, in its sole discretion, which Local Traditional Structures will be utilized for the displays set forth herein and such structures may change from time to time at the sole election of Clear Channel. The City shall be responsible for providing Clear Channel with approved advertising copy and shall also be responsible for any costs associated with providing Clear Channel with artwork in acceptable format. City's use is subject to the following conditions and parameters: all copy must be submitted to Clear Channel at least five (5) days before the proposed display date and will be subject to Clear Channel's standard advertising copy rejection and removal policies, which allow Clear Channel, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed. The elapsed time between any such copy removal by Clear Channel, and the subsequent display of replacement City-provided copy, shall be added to the City's allotment of advertising display time provided in this Section 3.
4. Notwithstanding anything to the contrary contained in Section II.B.2 of the Original Development Agreement the Sign Structures shall have a height not to exceed sixty (60) feet.
5. The following conditions shall be applicable to display content placed on such Sign Structures by Clear Channel notwithstanding Section II.B.8 of the Original Development Agreement:
 - a. Clear Channel shall be allowed to advertise alcohol and distilled spirits, but all other display requirements in the Original Development Agreement shall continue in effect.

b. Clear Channel shall not advertise or allow any Sign Structure to advertise, any theme or amusement park not located within the City or any theme or amusement park located within a thirty (30) mile radius outside of the City. This prohibition shall apply only to the Sign Structures and not to any of the Local Traditional Structures or any other signs or structures of Clear Channel.

c. All Sign Structure faces shall at all times contain either advertising or public service announcements. Blank sign faces are not permitted.

6. Unless the Development Agreement is extended in writing by the parties, as of the Expiration Date as provided herein subject only to extension as provided in Paragraph 10 hereof, all Sign Structures shall be removed, in accordance with Section IV.J of the Original Development Agreement.

7. All electrical power necessary to operate the Sign Structures (whether traditional or digital), shall be located underground, unless the City's Director of Community Development determines that locating such facilities underground is not reasonably feasible.

8. The address for Eller Media in Section V.H shall be deleted and replaced with the following:

Clear Channel Outdoor
19320 Harborage Way
Torrance, CA 92602
Attn: Real Estate Department

With a copy to: Clear Channel Outdoor
2325 East Camelback Road
Phoenix, AZ 85016
Attn: General Counsel

9. In consideration of the City consenting to an additional twenty (20) year term extension of the Original Development Agreement, and conversion of the Sign Structures to Digital Signs, Clear Channel shall compensate the City in the amounts set forth in the following schedule of payments:

Year	91 Frwy	5 Frwy	TOTAL
1	\$ 150,000	\$ 250,000	\$ 400,000
2	\$ 150,000	\$ 250,000	\$ 400,000
3	\$ 150,000	\$ 250,000	\$ 400,000
4	\$ 150,000	\$ 250,000	\$ 400,000
Total	\$ 600,000	\$ 1,000,000	\$ 1,600,000

Clear Channel shall pay the above fees to the City in the amount specified for each Sign Structure that is converted with two (2) back-to-back Digital Signs, for the first four (4) years that each Digital Sign is operating with advertising material displayed thereon (the "**Required Amount**"). The obligation for Clear Channel to pay the Required Amount for any Sign Structure shall commence fifteen (15) business days after all permits and approvals, including final City building official sign-off, for such Digital Sign have been obtained from the City and the State of California, and have been delivered to Clear Channel with respect to both Digital Signs. Upon

such date, Clear Channel shall pay to the City the Required Amount for such Sign Structure for a one year period in advance. The yearly amount due as the Required Amount shall be paid by Clear Channel on the anniversary of such date each year thereafter that the electronic face or faces are operated with advertising material displayed thereon, for a maximum period for each Sign Structure of four (4) years inclusive of the initial Required Amount.

10. In addition to all the rights and obligations provided in Section III of the Original Development Agreement, in the event of a challenge to the Original Development Agreement and/or this Amendment that is subject to the indemnity provided in Section IIIE of the Original Development Agreement, Clear Channel shall be entitled, in its sole discretion, to return any Sign Structure that has been modified to a Digital Sign to a traditional static sign face or faces provided, however, that such return to a traditional sign face or faces shall not affect Clear Channel's obligations under Section 9, above, to pay the Required Amount. In addition to the foregoing and in such event, Clear Channel shall be entitled to an extension of the Expiration Date as to, and only as to, any Digital Sign that is modified to a traditional static face or faces as a result of a challenge hereunder occurring (i) within the first ten (10) years following such conversion to a Digital Sign, of five (5) years resulting in a new Expiration Date of February 24, 2040 as to any such sign; or (ii) in the event of a challenge within the second ten (10) years following such conversion to a Digital Sign, of three (3) years resulting in a new Expiration Date of February 24, 2038 as to any such sign.

11. Except as specifically amended or modified by this Amendment, each and every term and condition of the Original Development Agreement shall remain in full force and effect.

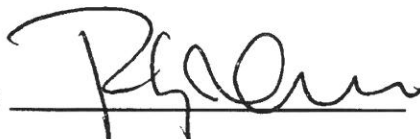
12. Cooperation of the Parties. The City and Clear Channel acknowledge and agree that this Amendment is predicated upon the good faith and joint cooperation of the parties. Clear Channel shall in good faith ensure that necessary permits are applied for with the City and the California Department of Transportation and such other entities, if any, in an expedient manner. The City will not oppose any permit applied for hereunder by Clear Channel and will provide information and documentation as reasonably requested by Clear Channel.

13. Integral Character of this Agreement. Either party may elect to withdraw from this Amendment in the event that all necessary governmental authorizations which are required to give effect to the provisions of this Amendment cannot be procured; provided, however, that the City must use good faith efforts and cooperation to supply all permits to be provided by the City for the Sign Structures and Digital Signs under this Amendment. If any part of this Amendment is contrary to, prohibited by or deemed invalid under applicable law or regulation, then upon both parties' written consent, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

14. The City Clerk shall record a copy of this Amendment against each of the three parcels of real property identified in the Development Agreement as the "Properties," with the County Recorder of the County of Orange, within ten (10) days after the Effective Date.

IN WITNESS WHEREOF, Clear Channel Outdoor, Inc. and the City of Buena Park have executed this Amendment No. 1 as of the date first above written.

CITY OF BUENA PARK

By: 

Name: Rick Warsinski

Title: City Manager

CLEAR CHANNEL OUTDOOR, INC.

By: 

Name: Bryan Parker

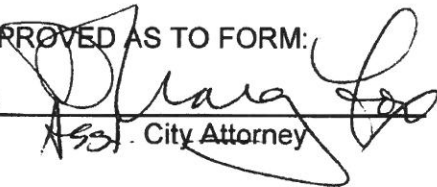
Title: Executive Vice President Real Estate
and Public Affairs

ATTEST:

By: 
City Clerk



APPROVED AS TO FORM:

By: 
City Attorney

State of Arizona)
)
County of Maricopa) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bryan Parker, personally known to me to be the Executive Vice President of Clear Channel Outdoor, Inc., a Delaware corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of June, 2012.

Sabrina K. Wolf
Notary Public

My Commission Expires Sept. 22, 2012.

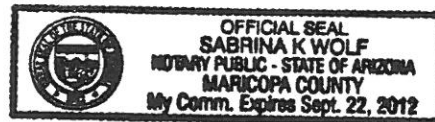


Exhibit A
Digital Signs

Digital Sign means an off-site sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically. A Digital Sign may be internally or externally illuminated. Digital Signs 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. As a result, such Digital Sign shall not be considered an electronic display board nor shall such Digital Sign, if operated as set forth herein, violate the requirements of Section 19.904.030 C of the Code.

The maximum allowable face size for a Digital Sign shall be six hundred seventy five (675) square feet.

Minimum display time. Each message on the Digital Sign must be displayed for a minimum of six (6) seconds.

Digital 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. The pre-set distance to measure the foot candles for the Digital Signs shall be 250' feet.

Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

The technology currently being deployed for digital billboards is LED (light emitting diode), but there may be alternate, preferred and superior technology available in the future. The City shall expedite any required approvals during the term of the Development Agreement for the Sign Structures for technology that is superior in energy efficiency over previous generations or types provided such technology operates under the maximum brightness stated above.

The Digital Sign shall be operated with systems and monitoring in place to either turn the display off or show a "full black" image on the display in the event of a malfunction.

July 26, 2024

To: City of Buena Park
Attn: Harald Luna
6650 Beach Blvd.
Buena Park, CA 90622

RE: **DA-24-2 Application for Extension of DA-27 – Narrative Letter**
Digital Sign at 8301 Orangethorpe, Buena Park, CA 90622

Dear City Representative:

Pursuant to Section IV, Paragraph L of Development Agreement DA-27 between Clear Channel Outdoor (CCO) and the City of Buena Park, such Agreement may be amended from time to time by mutual consent of the parties involved, in accordance with the provisions of Government Code sections 65867 and 65868 or their successor sections, provided that a public hearing is conducted prior to any amendment(s).

In consideration of the permitting delays by Union Pacific and CalTrans that—by no fault of neither Clear Channel Outdoor nor the City of Buena Park—delayed the digital conversion of the back-to-back printed billboard located at 8301 Orangethorpe, Buena Park, CA 90622 by twelve (12) years, CCO hereby requests a five (5) year extension of DA-27 via DA application DA-24-2.

With the digital conversion project now finalized, Clear Channel Outdoor is looking to mitigate the impacts of the aforementioned delays on the start date and operation of the aforementioned project despite the parties' adherence to the terms of the Agreement and bona fide efforts to finalize such project on time.

Thank you in advance for your review and consideration of this DA extension. Please feel free to contact John Phillips at (858) 302-5142 or JohnPhillips@clearchannel.com should you have questions or need additional information regarding this application.

Sincerely,

Clear Channel Outdoor

John Phillips

John Phillips
Real Estate Development Representative



VICINITY MAP



PLANNING COMMISSION

December 11, 2024 – 6:30 P.M.
DA-24-2 Second Amendment to DA-27

7312 WALNUT AVENUE

APN: 136-173-07

8301 ORANGETHORPE AVENUE

APN: 276-331-11