



Writer's Direct Line (213) 978-8242
Facsimile Number (213) 978-8090

BILLBOARDS

OFFICE OF THE CITY ATTORNEY
ROCKARD J. DELGADILLO
CITY ATTORNEY

January 22, 2007

Mr. Kenneth E. Owen
Greater Griffith Park Neighborhood Council
P. O. Box 27003
Los Angeles, California 90027

RE: Off-Site Signs

Dear Mr. Owen,

Per your request on January 17, 2007 enclosed please find copies of the following documents:

1. The Vista Medial Group, Inc. and City of Los Angeles Settlement Agreement;
2. The Clear Channel, CBS Outdoor Inc. and City of Los Angeles Settlement Agreement; and,
3. Section 91.6205.18 of the Los Angeles Municipal Code.

I have been advised that the Vista Settlement Agreement has been approved by the Court. However, the Clear Channel, CBS Settlement Agreement is still under review by the court and a hearing is set for February 2, 2007. If you have any additional questions or requests regarding the Off-Site Sign litigation please contact Deputy City Attorney Steve Blau at (213) 978-8244.

Sincerely,

ARLETTA MARIA BRIMSEY
Deputy City Attorney

AMB/gl
Enclosures

M:\Real Prop_Env_Land Use\Land Use\Maria Brimsey\Miscellaneous Requests\off-site signs.doc

EXECUTION COPY

SETTLEMENT AGREEMENT

by and among

VISTA MEDIA GROUP, INC.,

a Delaware Corporation,

and

CITY OF LOS ANGELES,

a California municipal corporation

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement") is made and entered into as of December 13, 2004, by and among Vista Media Group, Inc., a Delaware Corporation ("Vista"), and the City of Los Angeles, a California municipal corporation ("City").

RECITALS

- A. Vista is an outdoor advertising company that owns and/or operates outdoor advertising structures within the City.
- B. The vast majority of Vista's outdoor advertising structures within the City consist of 8-sheets ("8-Sheets"). All 8-Sheet advertising panels have standard dimensions of approximately twelve (12) feet in width and six (6) feet in height. As used in this Agreement, "8-Sheet" refers to the structure upon which one or more advertising panels may be placed.
- C. An additional 170 of Vista's outdoor advertising structures within the City consist of "City Lights" boards, which have standard dimensions of seven feet in width by ten feet in height and are backlit ("City Lights Boards"). As used in this Agreement, "City Lights Board" refers to the structure upon which one or more advertising panels may be placed. The 8-Sheets and the City Lights Boards collectively shall be referred to as "Structures."
- D. Vista also has a small number of larger outdoor advertising structures commonly known as bulletins ("Bulletins") within the City.
- E. In 2002 the Los Angeles City Council ("City Council") passed Ordinance Numbers 174442 and 174736, to amend the Los Angeles Municipal Code ("Municipal Code") to establish an off-site sign structure inspection program ("Program"). The Program established, among other things, an annual inspection fee ("Inspection Fee") of \$314 per Off-Site Sign Structure (as defined in Section 91.6203 of the Municipal Code).
- F. On October 4, 2002 Vista commenced an action in the Superior Court of California, County of Los Angeles ("Court") titled Vista Media Group, Inc. v. City of Los Angeles et al., Case No. BC 28 2832 ("Vista Suit"), to invalidate the Inspection Fee. Three other outdoor advertising companies joined in the Vista Suit as cross-complainants.
- G. The Inspection Fee is also being challenged in a separate action in the United States District Court, Central District of California titled Clear Channel Outdoor, Inc. v. City of Los Angeles et al., Case No. 02-7586 ("Federal Suit"). While Vista is not a party to the Federal Suit, the cross-complainants in the Vista Suit are plaintiffs in the Federal Suit.
- H. Vista has reviewed its files, and without conceding that no permit ever existed, estimates that it is unable to locate City-issued permits for 8-Sheets with a total of approximately five hundred (500) panels within the City ("Unpermitted Structures").

Vista also acknowledges that all of its City Lights Boards and some of its 8-Sheets do not strictly conform with all of the terms in the applicable permits, and that in the future the existence of the permits or the status of the permits' conformity could be the subject of a good faith dispute.

- I. City desires to ensure the prompt removal of unpermitted Off-Site Sign Structures and to ensure that Off-Site Sign Structures conform with their applicable permits. Vista disputes the amount of the Inspection Fee but desires to resolve permitting issues. It is mutually desirable to resolve the issues using as little staff time as possible so as to keep the City's costs low.
- J. Having engaged in good faith negotiations, the Parties wish to settle the Vista Suit on the terms specified in this Agreement. As part of that settlement, they wish to provide for the take-down of all of Vista's Unpermitted Structures, as well as providing for the re-permitting of certain of Vista's Structures that fall within specified categories of non-conformance with their permits, all as specified in this Agreement. The City will obtain the benefit of the removal of Structures containing a minimum of five hundred (500) panels, and the Inspection Fee will be reduced to reflect Vista's agreement to penalties and streamlined enforcement for failure to comply with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements described below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Vista Suit

The parties agree to settle the Vista Suit, and in connection therewith the Parties shall jointly file a stipulated judgment within thirty (30) days of the date of this Agreement. As part of the stipulated judgment, Vista shall agree to dismiss its challenge of the Inspection Fee and the Program as they apply to Vista's Bulletins, the Structures, and any other Vista signs which are not Structures. Vista also agrees not to institute or join existing litigation concerning the Inspection Fee or the Program. The Court shall retain jurisdiction over the parties to enforce this Agreement pursuant to California Code of Civil Procedure Section 664.6.

2. Take Downs

- a. During sixty (60) days following the execution of this Agreement, the City shall, at Vista's cost, assist in identifying permits for Structures for which Vista cannot locate permits, by making available to Vista the City's permit database for Vista to research the permit status of its Structures. Within sixty (60) days of the execution of this Agreement, Vista shall complete its research and provide to the City a complete list of its Structures (the "Final Structures List") and other data required by Section 5(a) below. The Final Structures List shall identify the Structures for which Vista has a permit, even if the Structure is not fully compliant with the terms of the permit

("Permitted Structures"), and the Structures which are Unpermitted Structures.

- b. Vista shall take down all of its Unpermitted Structures in the City within two years of execution of this Agreement, subject to the City's inspection notification described in this Subsection 2(b) (the "Take Down Period"). The City anticipates that it will inspect the Unpermitted Structures to confirm their existence within ninety (90) days after Vista provides the City with a list of Unpermitted Structures pursuant to Section 5 below. Vista shall take down the Unpermitted Structures at a rate of at least sixty-three (63) panels every three (3) months (until all Unpermitted Structures are taken down), commencing on the later of (i) the City informing Vista in writing that it has inspected the Unpermitted Structures provided on Vista's list of Unpermitted Structures and confirmed their existence, or (ii) the City informing Vista in writing that the Unpermitted Structures may be taken down without the City first inspecting them. In no event shall Vista be required to remove more than sixty-three (63) panels in any three (3) month period. The Take Down Period shall be extended as necessary to accommodate the inspection and removal pacing requirements of this Subsection 2(b).
- c. In the event that the number of panels on the Unpermitted Structures on the Final Structures List totals less than five hundred (500), within ninety (90) days of the completion of the Initial Inspection (as defined in Subsection 4(c) below), Vista shall identify additional panels on Structures ("Additional Structures"), which have been removed in accordance with Section 6 below, or shall be removed in order to achieve the removal of a minimum total of five hundred (500) panels. The Additional Structures may include Structures that do not conform with their permits ("Non-Conforming Structures") required to be taken down pursuant to any other provision of this Agreement.
- d. The sequence and location of take downs of the Unpermitted Structures and Additional Structures shall be determined by Vista.

3. Settlement Payments

In lieu of any fees provided for in the Program with respect to the Structures, Vista shall pay to the City:

- a. \$186 per Structure within 60 days of the execution of this Agreement to fully cover (i) the City's costs of the Initial Inspection (as defined in Subsection 4(c) below) (including labor and capital costs) and (ii) two hundred and sixty-four (264) hours of Building and Safety Department staff time for dispute resolution during the Initial Inspection Period (as provided in Section 10 below); and

- b. \$150 per Permitted Structure to cover the cost of Annual Inspections ("Annual Fee"), which shall be paid (i) initially, within 60 days following the Initial Inspection Period, and (ii) thereafter, on the one-year anniversary of payment of the previous Annual Fee, provided however, that Vista shall not be required to pay the following Annual Fee unless and until the City has certified to Vista that it has actually, physically, inspected and documented each Structure in the preceding Annual Inspection. If Vista does not use all 264 hours of the Building and Safety Department staff time for dispute resolution referenced in Subsection 3(a) above, then the City shall credit an amount equal to the cost of the unused staff time against the amount of the first Annual Fee payable following the completion of the Initial Inspection Period. The second Annual Fee payable following the completion of the Initial Inspection Period shall be adjusted to reflect the relative increase or decrease between that year and the previous year of both (i) the cost of living adjustment ("COLA") as determined by the City of Los Angeles and generally applied to other City contracts, and (ii) the cost allocation plan ("CAP") as determined by the City Controller pursuant to federal guidelines and generally applicable to City grants and contracts.

4. Inspection Program

- a. This Agreement shall dictate the manner in which the Structures will be inspected by the City; notwithstanding anything to the contrary contained in the Program. The City agrees that the settlement payments specified in Section 2 above cover the City's costs in performing the inspections and other actions described in this Section 4.
- b. Vista's Bulletins shall continue to be subject to the Program.
- c. Commencing from the date Vista submits the Final Structures List in accordance with Section 2(a) above, the City shall inspect each Structure once, including the Unpermitted Structures ("Initial Inspection"). The period during which the City conducts the Initial Inspection shall be called the "Initial Inspection Period." The City may determine the rate at which it conducts inspections so that the actual inspections may be completed in less than three (3) years, but the Initial Inspection Period for which the \$186 fee is payable per Section 2(a) above shall be the longer of (i) three (3) years and sixty (60) days from the execution of this Agreement or (ii) the period between the date of execution of this Agreement and the date the Initial Inspection is completed. At the completion of the Initial Inspection Period, it is expected that the City will inspect each Structure once each year (such inspections after the Initial Inspection Period to be called "Annual Inspections").
- d. Within thirty (30) days of the end of each three (3) month period in which Vista takes down Unpermitted Structures, Vista shall notify the City of the

Unpermitted Structures that were taken down during that period, and the City may re-inspect the sites of those Unpermitted Structures to confirm that fact ("Take-Down Verification").

- e. In order to ensure full documentation of City inspections, at a minimum each City inspection shall include:
 - (i) a date-stamped digital photograph of each panel of the Structure showing the relationship of the panel(s) to the ground;
 - (ii) the height of the Structure; and
 - (iii) the dimensions of each panel.

5. Data

- a. Vista shall provide the City with the following data within sixty (60) days of the execution of this Agreement:
 - (i) electronic data containing (A) the street address of each Permitted Structure and Unpermitted Structure, (B) the type of Permitted Structure, and Unpermitted Structure (8-Sheet or City Lights Board), and (C) the number of panels associated with each Permitted Structure and Unpermitted Structure;
 - (ii) a map showing the approximate location of each Permitted Structure and Unpermitted Structure; and
 - (iii) a copy of the permit for each Permitted Structure.
- b. Vista shall provide the City with the same information described in Subsection 5(a) above for the Additional Structures within ninety (90) days of the completion of the Initial Inspection.

6. Initial Inspection

The parties anticipate that during the Initial Inspection Period, the City will identify Non-Conforming Structures. This Section 6 is intended to identify the forms of non-conformance that are anticipated, and to specify the manner in which the non-conformance will be addressed so as to ensure that by the completion of the Initial Inspection Period, each Structure will be compliant. The total number of structures for which permits may be adjusted to reflect the current status of Non-Conforming Structures through this Section 6 shall not exceed eight hundred thirty five (835) structures, not counting City Lights Boards, of which only two hundred and ten (210) may be double panels that have been placed on Structures that were permitted only for a single panel. If Vista brings any Non-Conforming Structures into compliance by returning them to compliance with their original permit, such Structures shall not count toward the 835 cap.

- a. Unpermitted Signs Not Scheduled for Take Down. If the City finds a Structure for which a permit does not exist in the City's files, which is not on the Final Structures List, then Vista shall remove the Structure and pay a five thousand dollar (\$5,000) penalty to the City within thirty (30) days of receipt of notice of non-conformance from the City.
- b. Height. If (a) the City finds that a panel has been placed up to ten (10) feet higher or lower than the height specified in the permit for the Permitted Structure, and (b) the Permitted Structure and panel do not exceed any other applicable height limitations imposed by zoning regulations, Specific Plan requirements or any other provision of the Los Angeles Municipal Code, then, within ninety (90) days of finding such non-conformance and after receipt of an approved structural plan (which may, to the extent appropriate, be a standard plan, provided that the standard plan matches the dimensions and physical structure of the relevant Structure ("Standard Plan")), including exposure of any prior work done without permits or approvals, and after plan check approval and Vista's payment of applicable permit fees for the non-compliant Permitted Structure, the City shall re-issue a permit stating the actual height of the Permitted Structure and panel. If the panel has been placed more than 10 feet higher or lower than the height specified in the permit for the Permitted Structure, then the parties shall use the dispute resolution process described in Section 10 below. If the panel exceeds the applicable height limitations imposed by zoning regulations, Specific Plan requirements or any other provision of the Los Angeles Municipal Code, then it must be removed or brought into conformance with its permit within sixty (60) days.
- c. Double Panels. If the City finds that a Structure that was permitted for a single panel actually has two panels, then the City shall determine whether or not the Structure violates the sign spacing regulations set forth in section 91.6218.4 of the Municipal Code ("Spacing Regulations"). If the Structure violates the Spacing Regulations, then Vista shall, within sixty (60) days of receipt of notice of such non-conformance, remove the panel that causes the violation of the Spacing Regulations. If both panels cause a violation of the Spacing Regulations, then Vista shall, within sixty (60) days of receipt of notice of such non-conformance, remove the panel that was not authorized in the original permit. If the parties cannot determine which panel was authorized in the original permit, then they shall mutually agree upon the panel to be removed, provided that if Vista proposes the panel to be removed and the City does not object within thirty (30) days of such proposal, Vista may remove that panel. If the Structure does not violate the Spacing Regulations and the Structure conforms to the permitted orientation, then, within sixty (60) days of finding such non-conformance, Vista shall pay the then-applicable permit fee and after receipt of an approved structural plan (which may, to the extent appropriate, be a Standard Plan), including exposure of any prior

work done without permits or approvals, and after plan check approval, the City shall re-issue the permit stating that the Structure is permitted for two panels.

- d. Location. If the City finds that a Structure has been moved from its permitted location, but that the Structure meets all of the following criteria: (i) is located within 50 feet of the permitted location, (ii) is located on a lot immediately adjacent to the lot for which it was permitted, (iii) is on the same side of the street or road for which it was permitted, (iv) does not violate the Spacing Regulations, and (v) is not on a lot with a current residential use, then, within sixty (60) days of finding such non-conformance and after receipt of an approved structural plan (which may, to the extent appropriate, be a Standard Plan), including exposure of any prior work done without permits or approvals, and after plan check approval and Vista's payment of permit fees, the City shall re-issue the permit reflecting the actual location of the Structure. If the Structure has been moved from its permitted location but does not meet all of the criteria (i), (ii), (iii), (iv) or (v) in the previous sentence, then Vista and the City shall meet and confer in good faith to discuss a resolution. In formulating a resolution (which resolution may consist of re-issuing a permit for the Structure in its present location), City shall take into account the reason for the Structure being placed in a different location, the Structure's distance from the originally permitted location, spacing between the Structure and other off-site signs, and visual impacts. If the parties are unable to reach a mutually acceptable resolution, then within sixty (60) days of meeting Vista shall return the Structure to its permitted location or take it down.

- e. Invalid or Inconsistent Permit. If Vista produces a permit that is not consistent with the permit contained in the City's files, then unless the City agrees otherwise the permit in the City's files shall be presumed to be the accurate and valid permit for all purposes. In the event that Vista produces a copy of a permit for which a corresponding record does not exist in the City's files, then the parties shall use the dispute resolution process described in Section 10 below to determine in good faith whether or not that permit will be treated as the original permit, and if it is so determined, the parties shall then insert Vista's copy of the permit into the City's files, and treat that permit going forward as the original permit. Within sixty (60) days of notice from the City that a permit does not exist in the City's files, Vista shall either commence the dispute resolution process or take the relevant Structure down.

- f. Other Non-Conformance. If the City finds that a Structure is non-conforming in a manner other than mentioned in Section 6(a), (b), (c), or (d) above, or Section 9 below (City Lights Conversion), then Vista shall either bring the Structure into compliance or take it down within thirty

(30) days of notice of nonconformance, or initiate the dispute resolution process described in Section 10 below.

- g. Multiple Non-Conformances. If a Structure is non-conforming in more than one way, but each non-conformance individually would be permitted pursuant this Agreement, then the Structure may be retained. Conversely, if any non-conformance would not be permitted pursuant to this Agreement, that non-conformance shall be remedied, or the Structure shall be taken down within the timeframes stipulated in this Agreement.

7. Annual Inspections

- a. Following the Initial Inspection Period, if the City finds any Structure to be out of conformance with its permit (as re-issued during the Initial Inspection Period, if applicable), Vista shall, within thirty (30) days of receipt of notice of such non-conformance:
- i. make a penalty payment of \$1,500 to the City; and
 - ii. either bring the Structure back into conformance or take the Structure down.
- b. Notwithstanding the foregoing, and in consideration of the fact that the Initial Inspection Period shall last at least three years, if the City finds any Structure to be out of conformance with its permit (as re-issued or permitted to be re-issued during the Initial Inspection Period, if applicable) during the period up to and including the first set of Annual Inspections following the Initial Inspection Period, then Vista shall, within thirty (30) days of receipt of notice of such non-conformance:
- i. make a penalty payment of five thousand dollars (\$5,000) to the City; and
 - ii. either bring the Structure back into conformance or take the Structure down.
- c. Notwithstanding Section 7(a) or (b) above, if the non-conformance consists of (i) a discrepancy in the overall height of a Permitted Structure of less than two (2) feet, or (ii) a discrepancy in the height and/or width of the panel of less than one (1) foot, or (iii) another de minimis discrepancy agreed to by the parties, then Vista shall not make the penalty payment and instead shall bring the Structure back into compliance within thirty (30) days if so requested by the City. If the parties cannot agree on whether a discrepancy is de minimis, or if Vista fails to bring the Structure back into compliance within thirty (30) days, then Vista shall immediately pay the \$1,500 or \$5,000 penalty fee, as the case may be, and take down the relevant Structure.

- d. Vista acknowledges that the process provided in this Agreement shall be utilized in lieu of the enforcement process provided in section 91.6202, 98.0403 et seq. of the Municipal Code.

8. Maintenance

- a. Each Structure shall be maintained in a clean, safe and good working condition, including the replacement of defective parts, defaced or broken faces, lighting and other acts required for the maintenance of said Structure. The display surfaces shall be kept neatly painted or posted at all times.
- b. If at any time the City determines that a Structure is not maintained in a clean and good working condition as described in Section 8(a) above, the City shall issue a notice to Vista describing the non-compliance, and specifying any actions Vista must take to bring the Structure into compliance. If Vista has not brought the Structure into compliance within thirty (30) days of receipt of such notice, then Vista shall immediately make a penalty payment of \$1,500 to the City, provided that if such non-compliance cannot reasonably be cured within thirty (30) days, then Vista shall have up to sixty (60) days to cure. Vista acknowledges that this process shall be utilized in lieu of the enforcement process provided in section 91.6202 and 98.0403 et seq. of the Municipal Code.
- c. However, notwithstanding any other provision of this Agreement, the City reserves the right to reasonably determine the timeline for compliance if the City discovers that a hazardous or unsafe condition associated with any off-site sign structure exists, and the City may pursue its normal enforcement procedure as provided by the Municipal Code.
- d. The process provided in this Section 8 shall apply only to Structure maintenance issues. Permit non-conformance issues that arise following the Initial Inspection Period shall be handled as described in Section 7 above.

9. City Lights

- a. The total number of City Lights Boards permitted under this Agreement, including any City Lights Board Conversions as defined in Subsection 9(d) below, shall not exceed two hundred and eighty (280) structures consisting of a maximum of four hundred and sixty-one (461) panels.
- b. Vista shall, within thirty (30) days of the execution of this Agreement, provide a list of locations of all existing City Lights Boards.
- c. Within one hundred and twenty (120) days of the execution of this Agreement, Vista shall apply to the Department of Building & Safety for

all permits, including any electrical and mechanical permits, for the existing City Lights Boards. The applications shall seek permits to realign the orientation of the Permitted Structures from horizontal to vertical, to allow the Permitted Structures to have internal illumination, and to change the permitted panel dimensions from approximately 6'x12' to approximately 7'x10'. Vista shall pay the appropriate plan check, inspection, permit and other applicable fees as then in effect associated with such applications.

- d. Vista shall be permitted, at any time during the term of this Agreement, to notify the City of permitted, fully-compliant 8-Sheets (which may have one or two existing panels) which Vista desires to convert into City Lights Boards ("City Lights Board Conversions"), provided that Vista takes down one additional permitted, fully-compliant 8-Sheet pursuant to Subsection 9(e) below. The City Lights Board Conversions shall be selected in reasonable consultation with the City, taking into account sensitive land uses, spacing requirements and aesthetics. The City Lights Board Conversions shall not include any locations within fifty (50) feet of a legally established residential use, school, or religious institution. The City Lights Board Conversions shall be like-for-like, in that 8-Sheets with single panels may be converted to City Lights Boards with single panels, and 8-Sheets with double panels may be converted to City Lights Boards with either single or double panels. To the extent Vista converts a double paneled 8-Sheet to a single paneled City Lights Board, the additional panel shall be treated as a take down for the purposes of Section 2 of this Agreement.
- e. In return for the right to convert permitted, fully-compliant 8-Sheets into City Lights Boards, Vista shall take down one additional permitted, fully-compliant 8-Sheet, in the Council District in which the conversion occurs, at the time of, or preceding, conversion. The 8-Sheet take downs for City Lights Board Conversions shall be like-for-like, in that 8-Sheets with single panels shall be taken down for single panel City Lights Board Conversions, and 8-Sheets with double panels or two single panel 8-Sheets shall be taken down for one double panel City Lights Board Conversion or two single panel City Lights Board Conversions. Within ten (10) days of providing notice of any City Lights Board Conversions to the City as specified in Subsection 9(d) above, Vista shall provide a separate list to each relevant Council District office containing street addresses of potential 8-Sheets to be taken down in that Council District in return for the right to convert 8-Sheets. The list of potential 8-Sheets to be taken down shall contain at least twice as many 8-Sheets as conversions proposed in that Council District. In preparing the list of potential 8-Sheets to be taken down, all other factors being equal, Vista shall use commercially reasonable efforts to give priority to taking down 8-Sheets located on lots with current residential uses. The relevant District office shall have the right to select the 8-Sheets to be taken down from that list,

in an amount equaling the number of City Lights Board Conversions proposed in the Council District. If the Council District office does not provide its selection of take downs within thirty (30) days of receipt of the list, then Vista may select the 8-Sheets to be taken down from that list in its sole discretion.

- f. Vista shall apply to the Department of Building & Safety for any permits for any City Lights Board Conversions in the same manner as for existing City Lights Boards specified in Subsection 9(c) above. At its election, Vista may convert permitted (or re-permitted) City Lights Boards back to 8-Sheets (and shall pay any applicable permitting fees associated with that conversion), so as to allow for an increased number of City Lights Board Conversions up to the 280 total City Lights Boards structures, and 461 panels, cap.
- g. At least one hundred and twenty (120) days before submitting a permit application to the Department of Building and Safety with respect to any City Lights Board Conversion pursuant to Subsection 9(f), Vista shall give sixty (60) days' notice to the Department of Building and Safety that it intends to take down (i) all existing City Lights Boards which Vista has not elected to retain, and (ii) all additional 8-Sheets to be taken down pursuant to Subsection 9(e) above. As part of this process, Vista shall apply for a demolition permit for each of the Structures to be taken down. The City may inspect such Structures before the proposed take downs to confirm the existence of such Structures (if the Initial Inspection is not yet complete), and after the take downs to confirm that they have in fact been taken down.

10. Dispute Resolution

This Section 10 provides the sole dispute resolution process to be used to resolve any dispute between the parties over the interpretation or implementation of this Agreement.

- a. First, the parties shall meet and confer in good faith in an attempt to resolve the dispute, which meeting shall include, at the request of either party, representatives of the City Attorney's office and legal counsel for Vista.
- b. Prior to moving further forward in the dispute resolution process, Vista shall deposit with the City four thousand five hundred dollars (\$4,500) for each disputed Structure as payment towards the City's total costs of dispute resolution, except that during the Initial Inspection Period Vista shall not be required to deposit any money with the City until the Department of Building and Safety has expended two hundred and sixty-four (264) hours of its staff time on the dispute resolution process. Once the initial allocation of 264 staff hours has been exhausted, or the Initial Inspection Period is complete (whichever is earlier), then Vista shall be

required to provide the City with the above-referenced \$4,500 deposit. If Vista has provided a deposit in accordance with this Subsection 10(b), within sixty (60) days of the completion of a dispute resolution process the City shall certify the actual costs to the City of that process, including but not limited to staff time for issuance of noncompliance letters, meetings, re-inspections, court preparation and hearing. Within sixty (60) days of such certification, to the extent the City's total costs of dispute resolution are less than \$4,500, the City shall refund the difference to Vista, and to the extent the City's total costs of dispute resolution exceed \$4,500, Vista shall pay the City the difference.

- c. If the parties are unable to resolve the dispute during good faith discussions, then either party may bring the matter before the Board of Commissioners of the Department of Building and Safety ("Board") for its consideration and resolution.
- d. Once the Board has issued its decision, the aggrieved party may appeal the Board's decision directly to the Court (which shall have retained jurisdiction over this Agreement as described in Section 1 above) for final resolution. The Court's decision shall be final and not subject to appeal.
- e. Vista shall identify all Structures for which there is a dispute following a relevant inspection within sixty (60) days of receipt of notification of the results of that inspection. In order to limit the burden on the Court, all disputes over alleged Non-Conforming Structures that arise in any given six (6) months and that cannot be resolved through the procedures in Sections 10(b) or (c) must be batched together and taken to the Court for dispute resolution at the completion of that six (6) month period, and may not be pursued individually. However, in no event may Vista dispute the status of more than twenty (20) Structures in any given six (6) months, unless the City agrees otherwise. To the extent certain alleged Non-Conforming Structures raise identical issues to be resolved and do not involve issues specific to the individual Structures, those issues may each be treated as dispute resolution of one Structure. If more Structures are disputed than are permitted within each six (6) month batch, Vista shall either remove all copy from the disputed Structure(s), or install public service announcements (not for profit) on the disputed Structure(s), within sixty (60) days of them being identified as being in excess of the current batch, and keep them in that same manner until the dispute resolution process for the relevant Structure(s) is complete. If Vista fails to remove the copy or install public service announcements as described in the preceding sentence, the City may require Vista to pay a ten thousand dollar (\$10,000) penalty and take down the Structure within thirty (30) days' notice.

- f. The standard of review to be employed by the Court in reviewing the decision of the Board is ordinary mandamus pursuant to Code of Civil Procedure Section 1085.

11. City Enforcement Rights

Where Vista is required under this Agreement to pay a certain penalty and bring a Structure back into conformance or take the Structure down within a specified period, if Vista does not bring the Structure back into conformance or take the Structure down within the required time period, then for each following thirty (30) day period, provided that the Structure is not the subject of dispute resolution proceedings pursuant to Section 10 above, the City may:

- a. require Vista to pay an additional penalty in the same amount as the original penalty; or
- b. take down the Structure and charge Vista for the cost of such take-down, provided that Vista has first secured permission for the City to enter onto the property on which the Structure is located.

12. Future Program and Fees

- a. If at any time before the conclusion of the Initial Inspection Period the annual inspection fee for any off-site sign located within the City is lower than \$186 per structure, including but not limited to the fee specified in the Program, or fees determined through settlement or other resolution of litigation, Vista shall receive a credit toward its Annual Fees for the amount it has paid per Structure in excess of such lower fee, and the rest of this Agreement shall continue in full force and effect.
- b. If at any time after the Initial Inspection Period the annual inspection fee for any off-site sign located within the City is lower than the Annual Fee (as adjusted pursuant to Section 3(b) above), including but not limited to the fee specified in the Program, or fees determined through settlement or other resolution of litigation, the Annual Fee shall be reduced to that lower amount, and the rest of this Agreement shall continue in full force and effect.
- c. If a court of competent jurisdiction determines that any part of the Program is unconstitutional or invalid, and that court's determination is or becomes final and non-appealable, or if the Program is otherwise ceased (whether through repeal or otherwise), then Vista shall not be subject to the Program, and Vista shall not be required to pay any Annual Fee from that time forward, and certain provisions of this Agreement shall continue to be operative as specified in Section 12(d) below.
- d. Notwithstanding the foregoing Subsection 12(c), if the Program and/or the inspection fee specified in the Program are struck down after the execution of this Agreement and before the conclusion of the Initial Inspection

Period, then: (i) Vista shall complete the take downs pursuant to Section 2, Vista shall pay \$186 per Structure pursuant to Section 3(a) (subject to the credit of 264 hours of Building and Safety Department staff time for dispute resolution), the City shall complete the Initial Inspection pursuant to Section 4, Vista shall provide data pursuant to Section 5, the City shall re-issue permits pursuant to Section 6, and Vista shall have the continuing right to obtain City Lights Conversions pursuant to Section 9; (ii) Section 10 (Dispute Resolution), Section 11 (City Enforcement Rights), Section 13 (Termination), Section 17 (Notices) and Section 29 (Specific Performance) of this Agreement shall continue in full force and effect with respect to the obligations described in Subsection 12(d)(i); and (iii) the remainder of the Agreement, including without limitation the Annual Fee requirement, shall be of no force or effect.

- e. If a new billboard inspection program is enacted, at Vista's election Vista may (i) continue with the process provided in this Agreement or (ii) terminate this Agreement and become subject to the new program.
- f. This Agreement does not in any way affect or alter Vista's or the City's rights or obligations under any existing or future supplemental use district, specific plan, development agreement, or other similar regulatory requirement or program, other than the Program. Any take-downs under this Agreement shall not be credited or utilized under any other City program.

13. Termination

- a. If either party believes that the other has breached or is currently breaching this Agreement, then that party ("Non-Breaching Party") shall give notice to the other party ("Breaching Party") stating the nature of the breach and the way in which the breach may be remedied. If the Breaching Party does not remedy the breach within sixty (60) days (or ninety (90) days if the breach cannot reasonably be remedied within sixty (60) days), then the Non-Breaching Party may terminate this Agreement or seek enforcement of this Agreement through the Court. If the Breaching Party disputes the existence of a breach, then, within the sixty (60) day cure period, the Breaching Party may initiate the dispute resolution process contained in Section 10. In that case, the Non-Breaching Party shall not have the right to terminate this Agreement and instead the dispute shall be resolved through the dispute resolution process, including (if necessary) the enforcement of this Agreement through the Court.
- b. If this Agreement is terminated for any reason (including expiration), then Vista's Structures shall become subject to the Program (as the same may exist at the time of termination). If this Agreement is terminated before the completion of the Initial Inspection Period, then Vista shall not be

required to pay the inspection fee under the Program (as the same may exist at the time of termination) until each of the Structures has been inspected once pursuant to Section 4, and any permits have been issued or re-issued as required by Section 6 (Initial Inspection) and Section 9 (City Lights) above, provided that Vista has completed the take downs pursuant to Section 2, paid \$186 per Structure pursuant to Section 3(a), and provided data pursuant to Section 5.

- c. If this Agreement is not terminated earlier pursuant to the terms of this Agreement, the Agreement shall end automatically five (5) years from the date of execution of this Agreement, provided that the obligation to issue or re-issue permits as required by Section 6 and Section 9 shall survive such expiration. Sixty (60) days before the end of the initial five (5) year term (and any successive term), the City shall notify Vista in writing of the Annual Fee that would be applicable to the Structures for the following five (5) years if this Agreement were to be extended for that period. If Vista agrees to such Annual Fee within sixty (60) days of receiving such notice, this Agreement shall be extended for a further five (5) years. If Vista does not agree to such Annual Fee, this Agreement shall terminate and Vista shall have any remedy available to it at law or in equity to raise claims relating to the Program (if any) and the Inspection Fee existing as of the time of termination of this Agreement.

14. Representations and Warranties of Vista

Vista makes the following representations and warranties, each of which is material and is being relied on by City, all of which shall be true as of the date hereof:

(a) **Status.** Vista is a Delaware corporation, duly organized or formed, validly existing and in good standing under the laws of the State of Delaware and is qualified to transact business in the State of California.

(b) **Authority.** The execution and delivery of this Agreement and the performance of Vista's obligations hereunder have been or will be duly authorized by all necessary action on the part of Vista, and this Agreement constitutes the legal, valid and binding obligation of Vista.

(c) **Non-Contravention.** The execution and delivery of this Agreement by Vista and the consummation by Vista of the transactions contemplated hereby will not, to Vista's knowledge (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity or (ii) conflict with, result in a breach of, or constitute a default under the organizational documents of Vista, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Vista is a party or by which Vista may be bound.

(d) **Non-Foreign Entity.** Vista is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(e) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Vista or the performance by Vista of the transactions contemplated hereby.

15. City's Representations And Warranties

City represents and warrants to Vista the following:

(a) Status. City is a municipal corporation, duly organized and validly existing under its Charter and the laws of the State of California and is qualified to transact business in the State of California.

(b) Authority. The execution and delivery of this Agreement and the performance of City's obligations hereunder have been or will be duly authorized by all necessary action on the part of City and this Agreement constitutes the legal, valid and binding obligation of City.

(c) Non-Contravention. The execution and delivery of this Agreement by City and the actions to be undertaken by the City contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity or conflict with, result in a breach of, or constitute a default under the organizational documents of City, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which City is a party or by which it is bound.

(d) Consents. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by City or the performance by City of the transactions contemplated hereby.

16. Release

For and in consideration of their respective rights and obligations under this Agreement, Vista and the City, and all those who do or may assert any claim by or through them, do hereby fully, finally and forever release, acquit and discharge each other and their respective employees, agents and attorneys, servants and other representatives, past or present, from all claims, demands, causes of action, and liability of any kind or description, related to the subject matter of the Vista Suit. This release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, existing, claimed to exist, or which may hereinafter arise out of or result from, be in connection with, pertain to, or relate to in any way the Vista Suit, and the parties waive the provisions of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

17. Notices

Any notice submitted pursuant to Section 13 (Termination) shall be in writing and shall be served on the Parties at the following address:

- If to Vista: Vista Media Group, Inc.
2425 Olympic Boulevard
Suite 6000 West
Santa Monica, CA 90404
Attention: Walter Ulloa
Facsimile: (310) 449-1306

- with Copies to: Entravision Communications Corporation
2425 Olympic Boulevard
Suite 6000 West
Santa Monica, CA 90404
Attn: Mike Rowles, Esq.
Facsimile: (310) 449-1306

- and to: Gibson, Dunn & Crutcher LLP
333 S. Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attn: Amy R. Forbes, Esq.
Facsimile: (213) 229-6151

- If to City: City of Los Angeles
Los Angeles Department of Building & Safety
3550 Wilshire Boulevard, Suite 1800
Los Angeles, CA 90010
Attn: Chief of the Code Enforcement Bureau
Fax: (213) 252-3911

- with Copies to: City Attorney's Office
City of Los Angeles
700 City Hall East
200 North Main Street
Los Angeles, CA 90012
Attn: Jeri Burge
Facsimile: (213) 978-8090

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail, (b) a recognized and reputable overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier (on or prior to 6:00 p.m., Pacific Time; if deposited after such time, it shall be deemed to have been deposited on the next business day), or (c) facsimile transmission, in which case notice shall be deemed delivered upon electronic verification (on or prior to 6:00 p.m., Pacific Time; if verification is received after

such time, it shall be deemed to have been delivered on the next business day) that transmission to recipient was completed. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Governing Law

This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws.

19. Limited Liability

(a) Neither the members, managers, employees, agents, shareholders, officers, directors, employees or agents of Vista, nor any of Vista's related entities (including without limitation Entravision Communications Corporation) shall be liable under this Agreement, and the City shall look solely to the assets of Vista for the payment of any claim or the performance of any obligation by Vista.

(b) No member, official, employee, or agent of City shall be personally liable to Vista, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Vista or its successors, or on any obligations under the terms of this Agreement.

20. Third Party Beneficiaries

Nothing in this Agreement shall benefit any third party or create any other third-party beneficiary.

21. Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, (d) the fees paid by Vista pursuant to this Agreement, (e) the number of Structures and panels taken down pursuant to this Agreement, (f) the number and type of Structures re-permitted pursuant to this Agreement, (g) the number of City Lights Board Conversions that have occurred pursuant to this Agreement, and (h) any other matter reasonably requested by the requesting party as to the status of performance of this Agreement by the parties. A party receiving a request hereunder shall execute and return such certificate within sixty (60) days following the receipt thereof. The City Attorney shall have the right to execute any certificate requested by Vista hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees of Vista (subject to Section 22 below (Assignment)).

such time, it shall be deemed to have been delivered on the next business day) that transmission to recipient was completed. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

18. Governing Law

This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws.

19. Limited Liability

(a) Neither the members, managers, employees, agents, shareholders, officers, directors, employees or agents of Vista, nor any of Vista's related entities (including without limitation Entravision Communications Corporation) shall be liable under this Agreement, and the City shall look solely to the assets of Vista for the payment of any claim or the performance of any obligation by Vista.

(b) No member, official, employee, or agent of City shall be personally liable to Vista, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Vista or its successors, or on any obligations under the terms of this Agreement.

20. Third Party Beneficiaries

Nothing in this Agreement shall benefit any third party or create any other third-party beneficiary.

21. Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, (d) the fees paid by Vista pursuant to this Agreement, (e) the number of Structures and panels taken down pursuant to this Agreement, (f) the number and type of Structures re-permitted pursuant to this Agreement, (g) the number of City Lights Board Conversions that have occurred pursuant to this Agreement, and (h) any other matter reasonably requested by the requesting party as to the status of performance of this Agreement by the parties. A party receiving a request hereunder shall execute and return such certificate within sixty (60) days following the receipt thereof. The City Attorney shall have the right to execute any certificate requested by Vista hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees of Vista (subject to Section 22 below (Assignment)).

22. Assignment

- a. Vista. This Agreement is intended to bind Vista and any future owner or operator of the Structures during the term of this Agreement. To the extent that Vista sells, assigns or otherwise transfers any Structures during the term of this Agreement, whether through a stock or assets transfer or otherwise, Vista shall provide the transferee with a copy of this Agreement, and the transaction documents transferring the Structures shall include a statement to the following effect: "The Structures are subject to a binding Settlement Agreement between Vista Media Group, Inc. and the City of Los Angeles dated _____. A copy of such Settlement Agreement has been provided to [transferee]. [Transferee] has read and understands the terms of the Settlement Agreement, and agrees to comply with the Settlement Agreement with respect to the Structures for the term of the Settlement Agreement."
- b. City. City shall not have the right to assign its duties and obligations under this Agreement.

23. Confidentiality

The existence and the terms of this Agreement shall be a matter of public record, however the City shall not publicly disclose any information, data or maps provided by Vista to the City that is exempt from disclosure pursuant to the California Public Records Act (California Government Code Section 6250 *et seq.*).

24. Time of Essence

Time is of the essence of this Agreement.

25. Computation of Time

Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day.

26. Calendar Days

All references in this Agreement to a number of days in which either party shall have to consent, approve or perform shall mean calendar days unless specifically stated to be business days.

27. Approvals

Except as expressly stated otherwise in this Agreement, approvals required of the Parties or any of them shall not be unreasonably withheld or delayed, and approval or disapproval shall be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time.

28. No Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

29. Specific Performance

The parties acknowledge that the benefits conveyed to each party under this Agreement are unique, that a failure by a party to perform its obligations under this Agreement will cause irreparable injury to the other party, and that actual damages to a party for any such failure may be difficult to ascertain and may be inadequate. Consequently, the parties agree that they shall be entitled, in the event of a failure of the other party to perform its obligations under this Agreement, to specific performance of any of the provisions of this Agreement in addition to any other legal or equitable remedies to which such party may be otherwise entitled. If any action is brought by a party against the other for failure by such party to perform its obligations under this Agreement, the party will waive the defense that there is an adequate remedy at law.

30. Further Acts and Assurances

Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement. The parties acknowledge that this Agreement requires a high degree of cooperation between the parties, and the parties agree to work together in good faith to implement this Agreement in a manner that achieves its intents and purposes.

31. Mutual Contribution

The parties to this Agreement and their counsel have mutually contributed to its drafting. Consequently, no provision of this Agreement shall be construed against any party on the ground that such party drafted the provision, or caused it to be drafted, or the provision contains a covenant of such party.

32. Amendment and Modification

Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by the Parties.

33. Counterparts

This Agreement may be executed in two or more fully or partially executed counterparts, any one or more of which may be executed and delivered by facsimile transmission, each of which will be deemed an original binding the signer thereof against the other signing Parties, but all counterparts together will constitute one and the same instrument.

34. Entire Agreement

This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the Parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties and any documents dated prior to execution of this Agreement with respect to the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of December 9, 2004.

Vista:

Vista Media Group, Inc.,
a Delaware corporation

By: _____

Walter F. Ulloa
Walter F. Ulloa
Chairman and Chief Executive Officer

City:

City of Los Angeles,
a California municipal corporation

By: _____

Sharon Siedorf Cardenas
Name: Sharon Siedorf Cardenas

Title: Assistant City Attorney

Approved as to Form:

City Attorney

By: _____

Terree A. Biwals
Name: TERREE A. BIWALS

Title: CHIEF DEPUTY

permits except the permit with the earlier date and time of issuance shall be invalid.

91.6205.17. Notification to Sign Purchasers. (Added by Ord. No. 172,703, Eff. 8/16/99.) Any person who sells an identification sign, monument sign, pole sign, projecting sign or wall sign, as those terms are defined in Section 91.6203 of this Code, for installation in the City of Los Angeles, shall provide written notice of the provisions of this division to the purchaser. The Superintendent shall promulgate regulations setting forth the content for this notification.

91.6205.18. Off-Site Sign Periodic Inspection Program. (Added by Ord. No. 174,442, Eff. 4/1/02.)

91.6205.18.1. General. All off-site signs subject to the provisions of Section 91.6218 *et seq.* of this Code will be subject to regular inspection by the Superintendent or an authorized representative. Inspections may also be complaint-based.

91.6205.18.2. Fees for Inspection. This fee shall be known as the "Off-Site Sign Periodic Inspection Fee." The person in control of an off-site sign subject to inspection shall pay a regulatory fee on or before October 1, 2002. Thereafter, the fee shall be due on October 1 of each and every year. The fee for the 2002-2003 fiscal year is \$314.00 per off-site sign structure.

If the fees are not paid on or before the last day of the month in which they are due, a monthly penalty equal to five percent (5%) of any outstanding fees, but not less than \$10.00, shall be added to said fees. Any fees remaining unpaid after the last day of the month shall continue to accrue an additional monthly penalty of five percent (5%) of the outstanding principal fees on the last day of each month until paid in full. Should the owner fail to pay the required fee, the City of Los Angeles will recover it, plus accrued penalties, utilizing any remedies provided by law.

The Department shall cause all money collected pursuant to this section to be deposited into the Off-Site Sign Periodic Inspection Fee Trust Fund described in Section 5.111.17 of the Los Angeles Administrative Code for purposes of disbursement as that section permits. Any unspent fees collected under the provisions of this section shall be credited and considered for purposes of determining the amount of the fee for the next fiscal year. The Department of Building and Safety shall report to the City Council, no later than June 30 of each year, on the actual costs of the regulatory program and shall recommend the amount of the fee for the next fiscal year.

The regulatory fee shall be used to finance the costs of administering the inspection program, including but not limited to investigation, inspection, issuance of inspection certificates, maintenance of the off-site sign database and the cost of civil enforcement. Payment of the fee shall not create a presumption that the sign is lawfully erected, as that term is defined in Section 91.6202.3 of this Code. (Amended by Ord No. 174,736, Eff. 9/13/02.)

91.6205.18.3. Inspection Certificate. The Department or its designee shall upon payment of proper fees, and furnishing of the building permit number, or a copy of the building permit, or a statement signed under penalty of perjury setting forth the circumstances by which the sign was acquired and/or installed and/or the date of issuance of the building permit, issue a certificate affirming that the "Off-Site Sign Periodic Inspection Fee" was paid. Thereafter, the Department or its designee shall issue a renewal certificate upon payment of proper fees and the furnishing of a statement affirming that there are no changes to the information provided for the original inspection certificate, or a statement signed under penalty of perjury setting forth any updated information. The certificate or renewal certificate shall be attached to the exterior surface of the sign body in a location that will be readable from ground level.

91.6205.18.4. Frequency of Inspection. Each off-site sign shall be inspected annually after the initial inspection.

91.6205.18.5. Off-Site Sign Inventory. The Department shall maintain a database containing the following information on all signs subject to inspection pursuant to Section 91.6205.18 *et seq.* of this Code. The database shall contain: building permit number, size of sign as shown on the building permit, date installed, any subsequent building permits issued for that sign, and any information required pursuant to this Chapter or obtained pursuant to inspection.

91.6205.18.6. Orders. If, upon inspection, the Superintendent or an authorized representative discovers one or more violations of this Code, the Superintendent shall cause to be issued an Order To Comply.

91.6205.18.7. Reinspection. The Superintendent or an authorized representative shall reinspect the off-site sign after the time specified in the order has passed to determine whether the violation has been corrected. If it has not been corrected, then the Superintendent may take any enforcement action the Superintendent deems appropriate.

91.6205.18.8. Violations. If the person in control of an off-site sign fails to pay the fees required in this section and the Department determines that the off-site sign was not lawfully erected, the off-site sign shall be subject to the provisions of Section 91.6202.3 of this Code.

SEC. 91.6206. EXISTING SIGNS.

(Amended by Ord. No. 171,175, Eff. 7/25/96.)

91.6206.1. Existing Sign Rights. Every existing sign and/or sign support structure constructed under a valid permit and used in conformance with the code regulations and Department approvals in effect at the time of construction shall be allowed to continue to exist under those regulations and approvals even though subsequent adopted regulations and approvals have changed the requirements.

91.6206.2. Maintenance of Existing Signs. (Every sign and/or sign support structure shall be maintained in conformity with Section 91.6205.9.

91.6206.3. Illegal Signs, Construction and Use. Every existing sign and/or sign support structure, or portion thereof, constructed without a valid building permit shall be made to conform to the current provisions of this Code or shall be demolished and removed. Any use of an existing sign constructed without a valid building permit shall be discontinued.

91.6206.4. Alterations, Repairs or Rehabilitation.

91.6206.4.1. Alterations, repairs or rehabilitation of any existing sign and/or support structure may be of the same type of construction as the existing sign or sign support structure provided:

1. The aggregate value of such work in any one year does not exceed 10 percent of the replacement cost of both the sign and sign support structure; and