



Folsom City Council Staff Report

MEETING DATE:	6/23/2026
AGENDA SECTION:	New Business
SUBJECT:	Resolution No. 11658 - A Resolution Authorizing the City Manager to Execute an Operational Agreement for Use of the Parcel 61 Electronic Readerboard Sign to be Located at the Northwest Corner of East Bidwell Street and Alder Creek Parkway
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Move to adopt Resolution No. 11658 – A Resolution Authorizing the City Manager to Execute an Operational Agreement for use of the Parcel 61 Electronic Readerboard Sign to be Located at the Northwest Corner of East Bidwell Street and Alder Creek Parkway.

BACKGROUND / ISSUE

On November 15, 2023, the Planning Commission recommended approval to the City Council of a request for approval of a Specific Plan Amendment to modify FPASP Table A.7 (Transportation, Communication, Infrastructure) in order to add “Electronic Readerboard Sign” (also more commonly known as a digital billboard) as a conditionally permitted use in the Regional Commercial Planned Development District (SP-RC-PD). A condition of approval (Condition No. 7) placed on the aforementioned project required the owner/applicant to enter into an operation, maintenance, and advertising agreement (OA) with the City for the Parcel 61 Electronic Readerboard Sign prior to City Council consideration of the Folsom Plan Area Specific Plan (FPASP) Amendment for Electronic Readerboard Sign project.

Ultimately, the FPASP Amendment was approved by the City Council on January 9, 2024, without the approval of an OA (Resolution #11139). Condition No. 7 was not removed, however, and City staff and the applicant were directed to continue crafting an OA to bring back to the Council for consideration.

During development of the OA, the applicants also submitted a Conditional Use Permit application for the Electronic Readerboard Sign. The proposed sign would be located within an easement controlled by the applicant located on the parcel behind where the new UC Davis Medical Center building was built at 14264 Innovation Drive at the northwest corner of Alder Creek Parkway and East Bidwell Street (APN 072-3190-052), which is also known as Parcel 61 in the Folsom Plan Area Specific Plan (FPASP). The CUP for the Electronic Readerboard Sign was approved by the Planning Commission at their April 29, 2026 meeting (as shown in the minutes provided in Attachment 4). Staff wishes to note that the preliminary design of the Electronic Readerboard Sign has been modified since it was shown to the City Council as part of the FPASP Specific Plan Amendment. The applicant stated that they have since learned that the original square design for the digital billboard does not fit standard billboard marketing materials and would be difficult to sell to potential advertisers. The applicant proposed, and the Planning Commission approved, a rectangle design that is standard for billboard marketing. The preliminary design package for the Digital Billboard Sign (Sign ‘B’ of the overall pylon sign package) is included in Attachment 3.

An OA was originally scheduled for City Council consideration at the May 13, 2025 Council meeting. However, the applicant requested additional discussions regarding the agreement, and the item was continued off-calendar. Staff has since conducted further negotiations with the Developer (Eagle Commercial Properties, LLC), and has crafted an updated OA for use and operation of the Parcel 61 Electronic Readerboard Sign. The OA now incorporates additional subjects covered under the operating agreement approved for a similar electronic readerboard on US Highway 50 (i.e., the CBS Outdoor/Sierra Outdoor readerboard sign now operated by Lamar west of Hazel Avenue along US 50) in Rancho Cordova as well as additional provisions the City has used in recent operational agreements. The updated OA is presented in Attachment 2. Subjects the OA covers that staff found relevant to Council review include the following:

City Payments: The Developer has agreed to pay to the City an up-front deposit of \$102,000, and an annual fee for 25 years consisting of \$102,000 in year one, and \$60,000 in each subsequent year, for a grand total of \$1,644,000.

Digital Slots for City Use: The Developer has agreed to allocate one eight second slot per eight available slots to the City of Folsom for no charge. The City would utilize this slot for public service messages and announcements.

Content Prohibition: The City acknowledges that the Readerboard is a private sign and that the City does not dictate nor control the advertising content on the sign. However, the Developer has voluntarily agreed not to advertise adult-related businesses or commercial cannabis-related products, as defined within the operating agreement.

Duty to Maintain, Repair, Restore, or Replace the Sign: This section obliges the Developer to maintain the appearance and functionality of the sign at their own cost, to remove the sign in a timely manner after the agreement is terminated, and that the developer would not be

responsible for two months of City payments while a damaged sign is non-operational and under repair.

Renewal Terms: The agreement states that a renewal term of no more than 25 years can be sought prior to the end of the initial agreement term. The initial agreement is not subject to automatic renewal.

Default and Termination: This section lays out the rights the Developer and the City have to terminate the agreement. It gives the developer the right to terminate for a broad array of reasons but requires the Developer to pay the City termination fees which would increase the earlier the contract is terminated. The agreement gives the City contract termination rights if the Developer does not pay their fees, if they are in breach of the agreement, if they do not construct the sign in a reasonable timeframe or do not receive their required Caltrans permits, or if they initiate legal challenge against the City.

ANALYSIS

The Developer has agreed to pay the City an up-front deposit of \$102,000, and an annual fee for 25 years consisting of \$102,000 in year one, and \$60,000 in each subsequent year. The obvious benefit to the City is that it will receive a continuous annual stream of income from the presence of the Readerboard. This is much more than the projected revenue that the City would have received under the previously proposed 10 percent advertising revenue share, which was estimated to be between \$15,000 and \$20,000 during the first full year of operation. Based on the aforementioned information, staff is in support of the proposed payments described in the operating agreement.

The Parcel 61 Electronic Readerboard Sign Operating Agreement proposes one of eight advertising slots on the Readerboard will be allocated to the City for the purpose of providing public services messages and announcements. This is over double the previously proposed sign share of 5 percent, and equates to an annual savings in advertising funds of \$91,666 or the equivalent of at least \$2.3 million over the 25-year term of the agreement. Based on the aforementioned consideration, staff is supportive of the public advertising slot outlined in the operating agreement.

While the Developer was willing to voluntarily restrict certain advertising content such as adult-oriented business and cannabis, there are no other limits on advertising and no requirement that Sign advertise local businesses. This is different than the other prior electronic readerboard agreements that the City did for the Palladio and the Folsom Auto Mall; however, this results in substantially higher annual fee amount to the City than those previous agreements. Nevertheless, since the applicant owns most of the commercial and office properties in the Folsom Plan Area it is anticipated that the businesses in the Plan Area will likely benefit the most from freeway-oriented display advertising. Based on the aforementioned factors, staff has determined that the operating agreement adequately addresses third-party advertising content.

Regarding the Developer's duty to maintain, repair, restore, or replace the sign, staff is supportive of the proposed terms in that they ensure that the Developer (or their sign operator) keeps the sign in good appearance and functionality at no cost to the City and removes it in a timely manner at the end of the agreement. Staff supports non-payment equating to two months of time if the sign is non-functional due to damage, as the Developer would not be generating revenue during this time and the City would not have its advertising space utilized during that time.

Regarding renewal terms, the Developer had requested automatic renewal provisions after the original 25-year term, but staff was not comfortable with agreeing to that provision. Because the annual fee is being proposed as a flat rate, staff did not want to assume that this rate would necessarily be applicable 25 years in the future. The value of electronic billboard advertising could change significantly in 25 years for many reasons, including shifting economic conditions or laws about digital billboard advertising. Because staff cannot predict what may happen 25 years from now, staff instead agreed to a process to only renew the contract in 25 years with Council approval and potential renegotiation of the terms.

Regarding default and termination provisions, staff worked with the Developer to ensure that each party had fair rights to terminate under certain circumstances. Because the Developer will be the one investing in the sign, they wanted assurances that the City could only terminate due to well-defined reasons. Staff worked to ensure that any fair reason the City could foresee to want to terminate was covered under the agreement. Regarding developer termination, staff wanted assurances that payment would be provided to the City so that the City would have adequate time to budget for the shortfall in the funding provided by the readerboard. Staff also believed that the "sliding scale" termination fee in which more money is owed to the City the earlier in the term the contract is terminated encourages the Developer to comply with the terms of the agreement and stay in the agreement for the full term.

Finally, regarding the Conditional Use Permit, staff provided conditions of approval as approved by the Planning Commission to ensure that the billboard would be constructed and operated as shown in the OA. It also requires that both a Building Permit and Caltrans permitting be obtained and kept in good order. These conditions also addressed environmental concerns associated with construction and operation of the sign, as well as meeting lighting standards and the ability to change lighting technologies as they are improved. The OA requires that the Conditional Use Permit be maintained during the term of the agreement.

ENVIRONMENTAL REVIEW

As noted earlier, the FPASP Amendment was reviewed and approved by the City Council on January 9, 2024. At that time an addendum to the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the Folsom Plan Area Specific Plan was prepared by Helix Environmental for the project. The Addendum confirmed that there were no significant environmental effects from the sign and sign amendment beyond those already analyzed in the EIR/EIS. As a result, no further environmental review is required. In addition, staff's recommendation in this report is for approval of an operating agreement, which is not

considered a project under the California Environmental Quality Act (CEQA) and, even if it is considered a project for any reason, it is exempt from environment review pursuant to CEQA Guidelines section 15061(b)(3).

FINANCIAL IMPACT

The Parcel 61 Electronic Readerboard Sign is expected to provide the City with an up-front deposit of \$102,000 upon execution of the agreement, \$102,000 in year 1, and \$60,000 annually in years 2 through 25 through the duration of the agreement, for a total of \$1,644,000. Furthermore, the free advertising slot for the City equates to a savings of approximately \$90,000-\$110,000 annually in advertising for 25 years (using current advertising rates). Finally, although not directly quantifiable, there may be secondary economic benefits relative to increased property tax and sales tax associated with new business locating in the Folsom Plan Area partly because of the increased visibility and project identification the Electronic Readerboard Sign will provide.

ATTACHMENTS

1. Resolution No. 11658 - A Resolution Authorizing the City Manager to Execute an Operational Agreement for Use of the Parcel 61 Electronic Readerboard Sign to be Located at the Northwest Corner of East Bidwell Street and Alder Creek Parkway
2. Proposed Operating Agreement
3. Electronic Readerboard Sign Design Package, Dated April 4, 2025
4. April 29, 2026 Folsom Planning Commission Minutes

Submitted,



PAM JOHNS
Community Development Director

Attachment 1

Resolution No. 11658 - A Resolution Authorizing the
City Manager to Execute an Operational Agreement
for Use of the Parcel 61 Electronic Readerboard Sign
to be Located at the Northwest Corner of East Bidwell
Street and Alder Creek Parkway

RESOLUTION NO. 11658

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATIONAL AGREEMENT FOR USE OF THE PARCEL 61 ELECTRONIC READERBOARD SIGN TO BE LOCATED AT THE NORTHWEST CORNER OF EAST BIDWELL STREET AND ALDER CREEK PARKWAY

WHEREAS, on January 9, 2024, the City Council approved an amendment to the Folsom Plan Area Specific Plan to allow for an electronic readerboard on Parcel 61 in the Folsom Plan Area with approval of a Conditional Use Permit; and

WHEREAS, on January 9, 2024, the City Council also certified an Addendum to the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the specific plan amendment that determined that an electronic readerboard on that parcel would not result in a new significant impact to the environment under the California Environmental Quality Act (CEQA); and

WHEREAS, on April 29, 2026, the Planning Commission approved the application for a Conditional Use Permit for the Parcel 61 Electronic Readerboard Sign located on located within an easement controlled by the Developer located on Parcel 61 (APN 072-3190-052) in the Folsom Plan Area Specific Plan (FPASP); and

WHEREAS, Condition No. 7 of the Specific Plan Amendment for Electronic Readerboard Sign project (SPPL23-00051) requires the Developer to enter into an operational agreement with the City; and

WHEREAS, City and Developer desire to enter into an operational agreement to allow for the construction, operation, and maintenance Electronic Readerboard Sign within a Developer-controlled easement on Parcel 61 near US Highway 50; and

WHEREAS, Developer agrees to pay the City an Annual Fee as well as a deposit and bonus in order to construct, operate and maintain the Electronic Readerboard Sign within the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the City Manager is authorized to execute an operational agreement for the use of an electronic readerboard sign located at the northwest corner of the intersection of East Bidwell Street and Alder Creek Parkway in a form acceptable to the City Attorney.

PASSED AND ADOPTED this 23rd day of June, 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

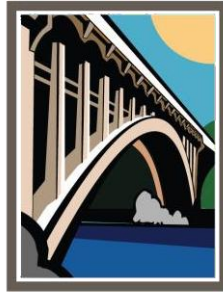
Justin Raithel, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

Proposed Operating Agreement



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

OPERATIONAL AGREEMENT PARCEL 61 ELECTRONIC READERBOARD SIGN

This Operational Agreement, for the Parcel 61 Electronic Readerboard Sign (“Agreement”), for reference dated _____, 2026 (“Agreement”), is made by and between the City of Folsom, a California municipal corporation (“City”) and Eagle Commercial Properties, LLC, a Delaware limited liability company (“Developer”). City and Developer are sometimes individually referred to herein as “Party”, and collectively, as the “Parties”.

WITNESSETH:

WHEREAS, the Planning Commission of the City of Folsom recommended to the City Council approval of the Folsom Plan Area Specific Plan Amendment for Electronic Readerboard Sign project (“Specific Plan Amendment”) on November 15, 2023; and

WHEREAS, the City Council of the City of Folsom approved the Specific Plan Amendment on January 9, 2024 (Exhibit "A," attached hereto); and

WHEREAS, the Specific Plan Amendment specified that a two-sided LED Electronic Readerboard Sign (“Sign”), as those terms are defined herein, for general advertising and related equipment, could be located on the 13,824-square-foot recorded Signage Easement located Assessor’s Parcel Number 072-3190-052, also known as Parcel 61A-1, Folsom, CA 95630 located at the northwest corner of East Bidwell Street and Alder Creek Parkway (“Premises”) and depicted on Exhibit “B” and described on Exhibit “C” attached hereto, subject to issuance of a Conditional Use Permit; and

WHEREAS, a Conditional Use Permit was approved by the Planning Commission on April 29, 2026 (the “CUP”) granting Developer the ability to construct, install, operate and maintain the Sign on the Premises subject to approval of an operational agreement; and

WHEREAS, Developer desires to construct, install, operate, and maintain the Sign on the described Premises in compliance with the CUP; and

WHEREAS, the City does not own the Premises, but rather the parcel is owned by the Regents of the University of California, and Developer has entered into an Easement Agreement

with the Regents of the University of California (Exhibit "D," attached hereto) for purposes of constructing, installing, operating, and maintaining the Sign (collectively referred to as "Maintaining the Sign on the Easement"); and

WHEREAS, Developer is solely responsible for meeting any requirements imposed by, and entering into, negotiating, and executing any agreements required by the Regents of the University of California, for purposes of Maintaining the Sign on the Easement; and

WHEREAS, Condition No. 7 of the conditions of approval for the Specific Plan Amendment requires Developer to enter into an operation, maintenance, and advertising agreement with the City; and

WHEREAS, Developer intends to contract with a third-party sign operator with expertise in the marketing, operation, and maintenance of the Sign (the "Sign Operator") and agrees Developer is solely responsible for entering into, negotiating, and executing any agreements with the Sign Operator for operations of the Sign; and

WHEREAS, the City finds that a public benefit will accrue to the City by reason of the advertising revenue that will be generated by the Sign and shared with the City, which adds value to the community by enabling the City to undertake projects, programs and other activities for the benefit of the City and its businesses and residents. Furthermore, the advertising slot provided to the City at no charge will provide a public benefit because it will enable the City to advertise City events and provide information to residents and businesses as well as visitors to Folsom.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as set forth herein in full.

2. **Definitions.** This section defines the following terms:

2.1 "Annual Fee" is the fee described in Section 4.3.

2.2 "Caltrans" means the California Department of Transportation.

2.3 "Digital Display Area" means the portion of the Sign that consists of the digital display used for general commercial advertising. The Digital Display Area is more particularly described in Exhibit E.

2.4 "Effective Date" means the date as of which both the City and Developer have signed this Agreement, as indicated by the dates in the signature blocks below.

2.5 "Initial Term" of this Agreement shall consist of two phases:

a. The "Pre-Operations Phase," which begins on the Effective Date and ends on the earlier of (a) the first day of the month after the Sign is fully constructed and permitted (with no appeals having been filed) capable, legally and functionally, of displaying digital advertising and connected to a permanent power supply, or (b) one two (2) years after the Effective Date.

b. The "Operations Phase," which begins when the Pre-Operations Phase ends and ends twenty-five (25) years after the Effective Date. The Operations Phase may be extended by any Renewal Terms.

2.6 "Renewal Term" is any renewal of the Initial Term sought by the Developer and must be approved by the City Council. The Initial Term and all Renewal Terms are collectively referred to herein as the "Term."

2.7 "Obstruction" means any structure, sound wall, communications antennae, tree, or vegetation within one thousand (1,000) feet of the Sign that blocks the view of the Sign from the viewing public traveling on Highway 50 and that is located on any City-owned or City-controlled real property. Obstruction does not include highway interchanges, bridges, or pedestrian overcrossings including, but not limited to, those identified and required by the Folsom Plan Area Specific Plan.

2.8 "Premises" means the recorded 13,824-square-foot signage easement located on Assessor's Parcel Number 072-3190-052, also known as Parcel 61A-1, Folsom, CA 95630 located at the northwest corner of East Bidwell Street and Alder Creek Parkway and depicted on Exhibit "B" and described on Exhibit "C" attached hereto.

2.9 "Sign" means an electronic readerboard outdoor advertising sign, including all above-ground supporting structures, with one or more digital display areas.

2.10 "Sign Operator" means a third-party sign operator with expertise in the marketing, operation, and maintenance of the Sign.

3. Agreement Between City and Developer.

This Agreement is made with Developer, and shall be binding on Developer, Developer's agents, successors and assigns, including Sign Operator. Developer agrees that in any separate agreement with Sign Operator, Developer shall require the Sign Operator to comply with all Sections of this Agreement. Developer shall have the right to engage a Sign Operator pursuant to a management or operating agreement for the operation of the Sign, and such agreement shall not constitute an assignment or transfer requiring City consent.

4. Payment to City

4.1 Upon execution of this agreement, Developer shall pay to the City an initial deposit of one-hundred two-thousand dollars (\$102,000).

4.2 At the conclusion of the first year of the Operations Phase, Developer shall pay the City a second payment of one hundred and two thousand dollars (\$102,000).

4.3 Following the second year of the Operations Phase, Developer shall pay an annual fee of sixty-thousand dollars (\$60,000) to the City. These sixty thousand dollar (\$60,000) payments will be due in arrears and shall be payable by January 31st of each year for the prior calendar year. The total value of the annual payments to the City for the Initial Term is not to exceed one-million four-hundred forty-thousand dollars (\$1,440,000), excluding the payments referenced in Sections 4.1 and 4.2 above, and does not include the value of the advertising slot provided to the City at no cost.

4.4 If Developer fails to get a Caltrans permit due to Caltrans rejecting Developer's application or if Developer fails to begin the Operations Phase for any other reason beyond the reasonable control of Developer, and such failure to begin the Operations Phase is not caused by a Developer default under Section 12, the City shall refund the initial one hundred and two thousand dollar (\$102,000) deposit to Developer. The refund shall be due and payable by the City to Developer within sixty (60) days after written notice from Developer to the City. The City is not required to refund the initial deposit if Developer fails to submit a permit application to Caltrans.

4.5 Developer shall transmit payment required by this Agreement to City as follows:

Department of Finance, Revenue
Division City of Folsom
50 Natoma Street
Folsom, California 95630

5. Duty to Maintain, Repair, Restore, or Replace.

5.1 Maintenance. Developer shall maintain the Sign and related structures in accordance with the customary standards of the outdoor-advertising industry ("Industry Standards"). Developer's maintenance obligation under this Section 5 includes the obligation to remove as promptly as practicable any graffiti from the Premises and the Sign. Developer shall be obligated to maintain the appearance of the Sign and the property immediately surrounding the Sign in reasonably good visual condition and shall not allow visible forms of decay or deterioration on or adjacent to the Sign or related structure, including, but not limited to, rust, decay, weeds, or abandoned or broken equipment to be visible from the Premises, immediately surrounding the Premises, or from any public right of way, including but not limited to Highway 50. Developer shall as promptly as practicable, repair any and all damage or lack of maintenance which results in visible deterioration of the Premises, the Sign, or the property immediately surrounding the Sign. Developer has represented its intention to employ a Sign Operator to operate and maintain the Sign. If, however, Developer's Sign Operator does not maintain the Sign, then the City may notify Developer in accordance with Section 18 that maintenance is required, and describe the issue in the notice. Developer shall make any repairs and perform any maintenance identified by the City that is in accordance with Industry Standards within fifteen (15) business days of the date of the notice. If Developer or its Sign Operator fails to complete the repairs and/or maintenance so identified by the City within fifteen (15) business days after the notice is given, then the City may cause the maintenance described in the notice to be performed, and Developer shall reimburse the City's costs for all maintenance performed in accordance with Industry Standards.

5.2 Costs. Developer shall fully and promptly pay for all costs related to the Sign, including but not limited to utility charges, maintenance, repairs, installation, or removal attributable to the Sign. The City shall not be responsible for any costs related to the Sign.

5.3 Removal. When the Term of this Agreement ends, whether it expires as scheduled or is terminated early, Developer shall promptly apply for, and diligently pursue issuance of, at no cost to the City, any permits or approvals it needs to remove all above-ground parts of the Sign from the surface of the Premises. Within one-hundred twenty (120) days after obtaining the necessary permits and approvals, Developer shall remove the Sign and all above-ground parts of the Sign. Such removal may be performed by Developer or its Sign Operator, and Developer shall ensure that its Sign Operator has reasonable access to the Premises during such period to remove the Sign and equipment and wind down operations. Following termination of this Agreement but prior to removal of the Sign, Developer and its Sign Operator shall not display digital advertising on the Sign.

5.4 Fee Abatement. If the Sign is materially damaged, as defined in Section 12.3(a)(vii), the Developer shall be entitled to a fee abatement of nine thousand eight hundred fifty-six dollars (\$9,856.00) upon written notice to the City and full compliance with this Section. Written notice shall be given to the City within five (5) business days of the Sign being materially damaged. The City shall verify the Sign is materially damaged within five (5) business days of written notice. After the City verifies the Sign is materially damaged, the Developer shall commence repair of the Sign as detailed in Section 5.1 and provide sufficient documentation to the City of such repairs. After repair of the Sign and compliance with this Section, Developer is entitled to the fee abatement described in this Section. The fee abatement amount will be deducted from the next annual payment from the Developer. This section does not alter any rights or responsibilities of the Developer under this Agreement, including but not limited to, Section 5.

5.5 If Developer fails to make any required removal within the applicable time period prescribed herein, the City may, at its option, cause such removal to be made at the sole cost and expense of the Developer.

6. Liens. Developer shall keep the Sign and underlying property, and every part thereof, free and clear of any liens and encumbrances, including but not limited to design professional's liens, mechanic's liens, materialmen's liens, contractor's liens, and subcontractor's liens, for materials and services provided for or on behalf of Developer. Developer agrees to protect, defend, indemnify and hold City harmless from and against any and all liens and encumbrances arising from materials and services provided to Developer, and any liability associated therewith or arising therefrom.

7. Use of Site

7.1 Unobstructed Use.

a. The City shall not allow an Obstruction within 1,000 feet of the Sign premises after the Effective Date of this Agreement and while this agreement is in effect.

b. If Developer notifies the City in writing that an Obstruction exists,

and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within thirty (30) days after receiving the notice. If the City fails to remove the Obstruction within thirty (30) days after receiving the notice, then the Developer may remove the Obstruction at the City's expense after coordinating with the City's Public Works Department, which coordination shall include, at a minimum, review and approval of Developer's plans to remove the Obstruction prior to Developer commencing work.

c. If Developer notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within thirty (30) days after receiving the notice. If the City does not remove or remedy the Obstruction within the thirty (30) days, then, at no cost to the City, and after coordinating with the Public Works Department, whose coordination shall include, at a minimum, review and approval of Developer's plans to remove the Obstruction prior to Developer commencing work, the Developer may take steps to remove the Obstruction.

d. The City is not obligated to remove or seek removal of visual obstructions on private property. Furthermore, this Agreement does not, and cannot, authorize Developer to remove visual obstructions from private property.

e. Developer may offset the Annual Fee if Developer has provided notice of an Obstruction under Sections 7(b) and the City has not removed the Obstruction as provided therein. In such event, the Annual Fee shall be offset on a pro-rata basis until such Obstruction is removed.

f. Developer's exercise of its rights under this Section are in addition to any other remedies it may have under this Agreement.

g. Any Obstruction that existed prior to the Effective Date of this Agreement shall be exempt from this Subsection 7.1.

8. Permits

8.1 Conditional Use Permit. In addition to the terms contained herein, Developer is subject to all terms in the CUP for operation of the Sign, and all future amendments thereto. Nothing in this Agreement shall be construed to limit the power, right, and authority of City and its governing bodies from granting, denying, or modifying the terms of the CUP or revoking or conditioning the CUP as otherwise permissible by law following the procedures in the Folsom Municipal Code and state law. The revocation of the CUP during the Term of this Agreement for cause shall constitute a default by Developer. "For cause" as used in this Section 8.1 means Developer has materially failed to comply with the conditions of the CUP.

8.2 Caltrans Permit. As soon as practicable after the Effective Date, Developer shall apply to Caltrans for all required Caltrans permits, and the City shall cooperate with Developer in that effort, including the completion of any City-related portion of any Caltrans forms as needed. All Caltrans permits are to be obtained and secured for Developer's sole benefit and are to be issued in Developer's name. Developer shall perform all obligations under the Caltrans permits at no cost to the City. The Developer shall receive and have an active

and valid Caltrans permit before operation of the Sign may commence. The failure of Developer to obtain or maintain in good standing during the Term of this Agreement any required Caltrans permit shall constitute a default by Developer.

9. Advertising Content

9.1 During the Term, Developer will have the exclusive right to enter into agreements for advertising on the Sign, including, but not limited to the management or operating agreement referred to in Section 3, subject to the terms of Section 9.2.

9.2 Prohibited Advertising. In addition to the general limitation on Sign advertising to strictly commercial advertising, Developer may not display any message that:

- a. promotes the sale or use of cannabis, whether directly or indirectly;
- b. promotes Adult-Related Businesses as defined in the Folsom Municipal Code, or related products, conventions, events, or websites;
- c. contains language that is obscene, as that term is defined in local, California or federal law, vulgar, profane, or scatological, or presents a clear-and-present danger of causing riot, disorder, or other imminent threat to public safety, peace, or order;
- d. promotes any product, service or activity illegal under federal, state, or local law.

The foregoing restrictions shall be interpreted in accordance with applicable law and applied on an objective basis. City shall not have any right of prior approval over specific advertising copy.

9.3 Amber Alerts and Public Service Messages. At no cost to the City, Developer shall make the Sign available for the purpose of displaying "Amber Alert" messages in accordance with state and federal law. In addition, Developer shall make the Sign available to the City, and to other government agencies without cost, on a time-available basis determined by Developer, for the purpose of displaying public-service messages (e.g., emergency-disaster communications). The "Amber Alert" and other public-service messages referenced in this Section are distinct from and shall not count towards the City Messages described in Section 9.5.

9.4 Local Businesses. Developer agrees to ensure that businesses or organizations located within the City and residents of the City will be able to purchase advertising on the Sign in such manner and at such rates as offered to businesses, organizations or persons located or residing outside of the City.

9.5 City Messages. Developer agrees to provide (or cause the Sign Operator to provide), at no cost to the City, an eight-second digital time slot per eight-slot cycle (one of every eight total slots or 12.5 percent of all advertising slots) for City messages. The placement within the rotation of the eight-slot cycle shall be at the Developer's (or the Sign Operator's) discretion. City represents and warrants that all copy, content and materials supplied by City to Developer for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or Developer may be bound and do not contain any obscene, libelous, slanderous or otherwise

defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. Any content provided by City shall be owned and belong exclusively to the City, and Developer (or its agents) shall not reproduce, sell, or give away any such content without the advance written consent of the City.

9.6 Operating Time. Developer and the Sign Operator shall have the right, but not the obligation, to operate the Sign's Digital Display Area up to twenty-four (24) hours per day, consistent with the terms of the CUP and subject to the terms of this Agreement.

10. Taxes. Developer shall pay all taxes assessed against the Sign. Pursuant to California Revenue and Taxation Code section 107.6, Developer is notified that the property interest acquired by Developer through this Agreement may be subject to property taxation as a possessory interest in real property, and Developer may be subject to the payment of property taxes levied on that interest.

11. Renewal. A Renewal Term must be sought at least one (1) year prior to the end of the Initial Term, by notifying the Community Development Director. A Renewal Term shall be no more than twenty-five (25) years. This Agreement shall not be subject to automatic renewal. To receive a Renewal Term, Developer must notify the Community Development Director no less than one (1) year before the end of the Initial Term. Renewal Terms can only be granted after approval by the City Council.

12. Default and Termination.

12.1 The following will be deemed a default by Developer and a breach of this Agreement: (i) non-payment of the fee identified in Section 4.1 or 4.2 above or the Annual Fee if any such fees remain unpaid for more than thirty (30) days after Developer's receipt of written notice from City of such failure to pay; or (ii) Developer's failure to perform any other term or condition under this Agreement within forty-five (45) days after Developer's receipt of written notice from City specifying the failure; no such failure, however, will be deemed to exist if Developer has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default other than non-payment of the fees will be excused if due to causes beyond the reasonable control of Developer, which is limited to the Force Majeure events in Section 20.5. If Developer remains in default beyond any applicable cure period, then City will have the right to exercise any and all rights and remedies available to it under law and equity. Written notice shall be delivered as described in Section 18. City shall provide a copy of any notice of default to the Sign Operator concurrently with delivery to Developer, and the Sign Operator shall have the right, but not the obligation, to cure any such default within the applicable cure period, which cure shall be accepted as if performed by Developer.

12.2 City's Termination Rights. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective thirty (30) days after the City gives Developer written notice of termination, if any of the following circumstances occur:

- a. Developer breaches its obligation to pay the fees described in

Section 4.1 or 4.2 above, or the Annual Fee when due and does not cure the breach within thirty (30) days after the City serves Developer with a written notice of breach.

b. Developer breaches its obligation to perform in accordance with any material provision of this Agreement other than the obligation to pay the fees described in Section 4.1 or 4.2 above, or Annual Fee and: (A) does not cure the breach within (thirty) 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within thirty (30) days; (B), does not begin work on a cure within thirty (30) days after the City serves it with a written notice of breach and diligently pursue the cure to completion within ninety (90) days after work begins. The Parties may agree to extend the time period to cure the breach by mutual written agreement. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material.

c. Developer does not construct the Sign by the end of the Pre-Operations Phase and elects not to pay rent after the end of the Pre-Operations Phase .

d. Developer fails to obtain a Caltrans Outdoor Advertising Permit or fails to maintain such permit in good standing for the duration of Term of the Agreement.

e. Developer initiates legal challenge to the validity of this Agreement provided that this subsection shall not prevent Developer from enforcing this Agreement and the Parties’ obligations hereunder.

12.3 Developer’s Termination Rights.

a. Within years one (1) through five (5) of the Initial Term, Developer shall only be able to terminate this Agreement if any of the following listed under subsection i. through vii. occur. In the event that the Developer elects to terminate, not less than thirty (30) days prior written notice shall be provided to City.

i. If the Sign is not constructed by the end of the Pre-Operations Phase, Developer may either terminate this Agreement or commence paying rent.

ii. Developer cannot use the Premises to construct, install, maintain, repair, or improve the Sign because of unanticipated physical site conditions, including, but not limited to subsurface, environmental, geotechnical, hydrological, utility-related, archaeological or other physical conditions at, beneath, or affecting the Premises that was not known to Developer, was not reasonably discoverable before execution of this Agreement through commercially reasonable due diligence, or that occurs after execution of this Agreement that cannot reasonably be prevented by Developer, and materially impairs, delays, prevents or materially increases the cost of initial development and/or future maintenance, repair or improvements to the Sign on the Premises.

iii. The view of the Sign from the adjacent portion of Highway 50 is materially obstructed by an Obstruction on City-owned or City-controlled real property. “Materially obstructed” as used in this Section shall mean at least one-half of one side of the digital display area on the Sign is obstructed.

iv. There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on the portion of Highway 50 adjacent to the Premises of thirty-five (35) percent or more, verified by traffic count data provided by Caltrans for the nearest count station(s) to the Premises, and the diversion or disruption continues uninterrupted for at least ninety (90) consecutive days.

v. Developer cannot obtain or maintain the required governmental permits, licenses or approvals required to construct, install, operate, maintain, repair, or improve the Sign, including, but not limited to, the Caltrans permits and the City permits through no fault of developer or any existing terms and conditions of the CUP are modified by the City in such a way that as determined by Developer in its reasonable discretion materially impairs, delays, prevents or materially increases the cost of the Sign's construction, installation, operation, maintenance, repair or improvements or renders the Sign unsuitable for Developer.

vi. Use of the Premises for the Sign or use of the Sign for its intended purpose is prevented or limited by law, or the Regents of the University of California terminate the Easement Agreement, or Developer is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Sign from the Premises.

vii. The Sign is materially damaged or destroyed and Developer elects not to repair or replace the Sign. Materially damaged or destroyed shall mean at least one-half of the Sign is damaged or destroyed such that at least one-half of it is fully inoperable.

b. This Agreement may be terminated by Developer for any reason or no reason after the fifth (5th) year of the Initial Term upon not less than twelve (12) months prior written notice to City.

c. Developer shall provide a copy of such notices identified in Subsections 12.3(a) and 12.3(b) to the Sign Operator.

12.4 If a Party remains in default under this Section 12, this Agreement may be terminated by the other Party after expiration of the applicable notice and cure periods and upon giving thirty (30) days prior written notice.

12.5 Notice of either Party's intent to terminate shall be given to the other Party in writing by certified or registered mail, return receipt requested, or reliable overnight delivery service with a copy by email as provided in Section 18 and shall be effective when properly sent and received or refused, unless returned undelivered, or upon such later date as designated in writing by the Terminating party.

12.6 In the event that this Agreement is terminated by either Party pursuant to the terms of this Agreement, then Developer shall pay City a termination fee as follows:

a. If termination by Developer occurs during years six (6) through ten (10) of the Initial Term, the termination fee shall be an amount equal to three (3) years of the Annual Fee then in effect, unless the reason for termination is listed in Subsection ii. through vi. of

Section 12.3.a., in which event Developer shall pay no termination fee. If termination by City occurs pursuant to Section 12.2.a, the termination fee shall be an amount equal to one (1) year of the Annual Fee then in effect, less any unpaid Annual Fees actually paid to the City from Developer in response to a written notice of breach pursuant to Section 12.2.a or a written notice of termination pursuant to Section 12.2. Payment of such termination fee shall be in full satisfaction of the unpaid Annual Fee owed at the time of termination and Developer shall have no additional financial obligation to City with respect to the unpaid Annual Fee. If termination by City occurs pursuant to Section 12.2.b, the termination fee shall be an amount equal to three (3) years of the Annual Fee then in effect. If termination by the City occurs for any other reason, Developer shall pay no termination fee. The termination fee shall be paid in immediately available funds within thirty (30) days of the effective date of termination.

b. If termination by Developer occurs during years eleven (11) through fifteen (15) of the Initial Term, the termination fee shall be an amount equal to two (2) years of the Annual Fee then in effect, unless the reason for termination is listed in Subsection ii. through vi. of Section 12.3.a., in which event Developer shall pay no termination fee. If termination by City occurs pursuant to Section 12.2.a, the termination fee shall be an amount equal to one (1) year of the Annual Fee then in effect, less any unpaid Annual Fees actually paid to the City from Developer in response to a written notice of breach pursuant to Section 12.2.a or a written notice of termination pursuant to Section 12.2. Payment of such termination fee shall be in full satisfaction of the unpaid Annual Fee owed at the time of termination and Developer shall have no additional financial obligation to City with respect to the unpaid Annual Fee. If termination by the City occurs pursuant to Section 12.2.b, the termination fee shall be an amount equal to three (3) years of the Annual Fee then in effect. If termination by the City occurs for any other reason, Developer shall pay no termination fee. The termination fee shall be paid in immediately available funds within thirty (30) days of the effective date of termination.

c. If termination by Developer occurs at any time during years sixteen (16) through twenty-five (25) of the Initial Term, or during any Renewal Term, the termination fee shall be an amount equal to one (1) year of the Annual Fee then in effect, unless the reason for termination is listed in Subsection ii. through vi. of Section 12.3.a., in which event Developer shall pay no termination fee. If termination by City occurs pursuant to Section 12.2.a, the termination fee shall be an amount equal to one (1) year of the Annual Fee then in effect, less any unpaid Annual Fees actually paid to the City from Developer in response to a written notice of breach pursuant to Section 12.2.a or a written notice of termination pursuant to Section 12.2. Payment of such termination fee shall be in full satisfaction of the unpaid Annual Fee owed at the time of termination and Developer shall have no additional financial obligation to City with respect to the unpaid Annual Fee. If termination by City occurs pursuant to Section 12.2.b, the termination fee shall be an amount equal to three (3) years of the Annual Fee then in effect. If termination by the City occurs for any other reason, Developer shall pay no termination fee. The termination fee shall be paid in immediately available funds within thirty (30) days of the effective date of termination.

12.7 If at any time Developer terminates this Agreement for any reason other than Caltrans' failure to issue a Sign permit (see Section 8.2), Developer shall not be entitled to receive a refund of any Fee or deposit paid to City under this Agreement.

13. Destruction of Property.

13.1 The City does not own or control the Premises upon which Developer will build and operate the Sign. If the Premises are destroyed or damaged so as to prevent Developer's effective use of the Premises for the Sign, as determined by Developer in its sole discretion, Developer may elect to terminate this Agreement as of the date of the damage or destruction by notifying the City of its election to terminate the Agreement no more than ninety (90) days following the date of Developer's actual knowledge of the damage or destruction.

13.2 In the event of such a termination, Developer agrees it shall promptly apply for, and diligently pursue issuance of, at no cost to the City, any permits or approvals it needs to remove all above-ground parts and components of the Sign from the surface of the Premises and within one hundred twenty (120) days after obtaining the necessary permits and approvals, Developer shall remove the Sign and all above-ground parts of the Sign. Such removal may be performed by Developer or its Sign Operator. This Section shall survive the expiration, cancellation, or termination of this Agreement.

14. Condemnation

14.1 If a condemning authority takes all of the Premises upon which the Sign is located, or a portion thereof which is sufficient to render the Sign unsuitable for Developer, as determined by Developer in its sole discretion, then this Agreement shall terminate as of the date when possession is delivered to the condemning authority and Developer shall have no obligation to pay City any termination fee. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

14.2 In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law.

15. Insurance. During the Term of this Agreement, Developer shall maintain in effect at all times, at its sole expense, policies of insurance as set forth herein:

15.1 Developer shall maintain the following required insurance: Commercial General Liability with limits of Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate.

15.2 The City and its officers, agents, employees and volunteers shall be included as additional insureds by endorsement with respect to the required Commercial General Liability coverage. Developer shall furnish to City an ACORD form certificate of insurance, or certificates of insurance with required endorsements, with an insurance carrier(s) with a Bests' rating of no less than A-:VII. Developer shall furnish prior to or contemporaneously with the execution of this Agreement Certificates of Insurance and required endorsements. The certificates and required endorsements for each insurance policy are to be signed by the insured's broker authorized by the insurer to bind coverage on its behalf.

15.3 The insurance coverage shall be as follows:

a. Commercial general liability insurance coverage which includes, but is not limited to, personal injury, property damage, losses related to independent contractors, products and equipment, explosion, collapse and underground hazards shall be in the amount of Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. This insurance shall be primary, and any insurance maintained by City shall be excess of Developer's insurance and shall not contribute to it. To the extent insurance applies, the insurer shall assume the defense of City, its officers, employees, agents and volunteers from suits, actions, damages or claims to which they may be subjected, in whole or in part, by reason of or resulting from the construction or installation of Developer's Facilities, except as respects suits, actions, damages or claims arising out of active negligence or intentional acts of City, its officers, employees, agents or volunteers.

15.4 Each policy of insurance shall be with an insurer with a Best' rating of no less than A-:VII, and specify that:

a. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as if those separate policies had been insured to each insured, and

b. It acts as primary insurance and that no insurance held by City shall be called upon to cover either in full or in part, any loss covered under the policy.

15.5 Evidence of Coverage. Each year Developer shall provide to City, at the address specified in Section 4, evidence of coverage and applicable endorsements as required by this Section 15.

16. Assignments, Transfers & Sublicenses.

16.1 Developer may not assign, sell or otherwise transfer (each, a "Transfer") all or any part of its interest in this Agreement, without the prior written consent of City, the consent for which shall not be unreasonably withheld. For the avoidance of doubt, the engagement of a Sign Operator and entry into a management or operating agreement shall not constitute a Transfer requiring City consent. Notwithstanding the foregoing, no City consent shall be required for: (i) a transfer to an affiliate under common control with Developer; (ii) a transfer in connection with a merger, consolidation, or sale of all or substantially all of Developer's assets; or (iii) a collateral assignment to a bona fide lender.

16.2 Developer agrees to provide to City a fully executed copy of such transfer and assumption instruments and copies of any other document required by this Agreement including, but not limited to, insurance certificates and endorsements within thirty (30) days following the effective date of the transfer. Upon providing City a copy of such transfer, in writing, Developer will be relieved of all future performance, liabilities and obligations under this Agreement. Any assignee permitted herein shall acknowledge that it must comply with all terms and conditions of this Agreement.

17. Indemnification. Developer hereby agrees to protect, defend (with attorneys acceptable to the City), indemnify and hold City and City's officers, officials, employees, agents, volunteers, attorneys, contractors and subcontractors (collectively, "City Parties") harmless from and against any and all losses, claims, liabilities, actions, suits, penalties, obligations, damages, costs, expenses (including reasonable attorney's fees and court costs) and injuries, including but

not limited to claims for damage to property, environmental claims, personal injury claims, including death, (collectively referred to as "Claims") arising out of, resulting from, or in any way related to or connected with Developer's installation, maintenance, or operation of the Sign. It is understood that the duty of Developer to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Developer is not obligated to indemnify, defend, or hold harmless City Parties under this Section to the extent the Claims are caused solely by the active negligence or willful misconduct of the City or the City's elected officials, officers, employees, contractors, or agents. Developer understands and agrees that the duty to defend is a separate and distinct obligation from Developer's duty to indemnify and hold harmless. Developer shall be obligated to defend City Parties against Claims arising out of allegations of Developer's or Sign Operator's negligence, recklessness, or willful misconduct, with counsel approved by the City (such approval not to be unreasonably withheld), upon tender to Developer of the Claim. Consistent with the carve-out above, Developer's duty to defend shall not extend to Claims arising solely out of allegations of active negligence or willful misconduct by any City Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. Where any Claim includes allegations of active negligence or willful misconduct by any City Party, Developer shall provide independent counsel to defend such allegations to avoid the conflict of interest that arises when one defense counsel is asked to represent parties whose interests may diverge on fault allocation. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City Party, the Parties shall true up defense cost allocations, indemnity payments, settlement agreement payment amounts, and judgements based on the actual proportionate fault of each Party, and any overpayment by either Party shall be refunded to the overpaying Party within sixty (60) days of final adjudication. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Developer from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Developer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. The provisions of this Section shall survive the termination, cancellation, or expiration of this Agreement.

18. Notices and Deliveries. Any notice or demand required to be given pursuant to the terms of this Agreement must be in writing and shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service with a copy by email to the addresses of the respective Parties set forth below, except for notices to Developer as described in the following paragraphs.

For Notices to Developer:

Eagle Commercial Partners, LLC
c/o PCCP
555 California Street, #3450
San Francisco, CA 94105
Attn: Jim Galovan

With a copy to

Eagle Commercial Partners, LLC
c/o Red Tail Acquisitions
4685 MacArthur Court, Suite 410
Newport Beach, CA 92660
Attn: Tim Kihm

For Notice to City:

City of Folsom
50 Natoma Street
Folsom, CA 95630
Attn: Finance Director

Notices by email to Developer will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered. E-mail alone is not an acceptable method of sending or receiving notices of termination.

Each Party may from time to time designate any other address for notices or deliveries by providing thirty (30) days prior written notice to the other Party.

19. Incidental Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Developer. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including but not limited to the Sign Operator. It is the express intent of City and Developer that any such person or entity, other than City and Developer, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

20. Miscellaneous.

20.1 Severability. If any term or provision of this Agreement is held to be void, voidable, invalid, or unenforceable by a court of competent jurisdiction, any and all remaining terms and provisions of this Agreement shall remain binding and enforceable to the fullest extent permitted by law.

20.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

20.3 Authority to Execute. Each Party represents and warrants that said Party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement and to bind their Party to the performance of its obligations hereunder, and that this Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms.

20.4 Waiver. In the event that either Party at any time or times waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition, or obligation. A receipt by City of Annual Fees with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach. No waiver by either Party of any provision of this Agreement shall be deemed to have been made until and unless the waiver is made expressly in writing and signed by the waiving Party.

20.5 Force Majeure.

a. "Force Majeure Event" means a cause of delay that is not the fault of the party who is required to perform under this Agreement and is beyond that party's reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

b. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or Developer is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay specifically caused by the Force Majeure Event, and performance of the act during that period of delay will be excused.

20.6 Governing Law. This Agreement shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California.

20.7 Venue. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in Sacramento County, State of California.

20.8 Attorneys' Fees. In the event an action or proceeding is instituted by either Party for the breach or enforcement of any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees according to law and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the proceedings.

20.9 Survival. In addition to any provision of this Agreement specifically referencing survival, any responsibility of Developer for insurance, indemnity, record keeping, compliance with Laws, and any other terms or conditions of this Agreement which by their sense and context survive the termination, cancellation, or expiration of this Agreement, shall not be invalidated due to the expiration, termination, or cancellation of this Agreement.

20.10 Time. Time is expressly declared to be of the essence in this Agreement.

20.11 Headings. Titles, headings, and similar references contained herein are solely to facilitate reference to various provisions of this Agreement and in no way affect or limit the interpretation of the provisions to which they refer.

21. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all offers, negotiations, and other agreements between the Parties concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein.

22. Amendments. Any modification or amendment to any provision of this Agreement must be in writing and must be executed by authorized representatives of both Parties.

23. No Presumptions Regarding Preparation of Agreement. The Parties acknowledge and agree that each of them have been represented by counsel or has had full opportunity to consult with counsel and that each of them has participated in the negotiation and drafting of this Agreement. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

24. Remedies. The specified remedies to which each Party may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which each Party may be lawfully entitled in case of any breach or threatened breach by Developer of any provision of this Agreement.

25. Compliance with Laws. Developer agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, requirements, and the terms of the CUP. Developer agrees to acquire and receive, prior to commencing construction and operation of the Sign, all applicable building and City permits for construction and operation of the Sign. Developer shall maintain and comply with the requirements of all applicable permits throughout the Term of this Agreement. Failure of Developer to maintain or comply with the terms of any applicable permit constitutes a Default under Section 12.1ii. Nothing in the Section shall be construed to limit Developer's right to terminate this Agreement pursuant to Section 12.3.a.v.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart.

END OF TEXT -SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

DEVELOPER:

Eagle Commercial Properties, LLC.

*(If a corporation, must be signed by two officers
of the corporation per Corporations Code
section 313.)*

Date

Tax I.D. Number

Signature

Signature

Jim Galovan

Print Name

Print Name

Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Bryan Whitemyer, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk

Date

Stacey Tamagni, Finance Director

Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Pam Johns, Community Development
Director

Date

Sari Myers Dierking, Interim City Attorney
Date

NOTICE: SIGNATURE(S) ON BEHALF OF DEVELOPER MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made.

EXHIBIT A

City Council Regular Meeting

MINUTES

January 9, 2024

CALL TO ORDER

The regular City Council meeting was called to order at 6:30 pm with Mayor Mike Kozlowski presiding.

ROLL CALL:

Councilmembers Present: Sarah Aquino, Vice Mayor
YK Chalamcherla, Councilmember
Rosario Rodriguez, Councilmember
Anna Rohrbough, Councilmember
Mike Kozlowski, Mayor

Councilmembers Absent: None

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang announced that item 3 is to be continued to a future meeting and that additional information had been submitted regarding item 17.

SCHEDULED PRESENTATIONS:

1. A Resolution of Commendation – Celebrating the Folsom Zoo Sanctuary's 60th Anniversary

Mayor Kozlowski presented the resolution of commendation.

2. Sacramento Regional Transit Presentation on Folsom 15-Minute Light Rail Service Project

Public Works Director Mark Rackovan introduced the item. Regional Transit representative Craig Norman made a presentation and responded to questions from the City Council.

Speaker Bob Holderness addressed the City Council.

3. Folsom Tourism and Economic Development Corporation (TEDCorp) Quarterly Report

Item 3 was continued to a future meeting.

Approved 1/23/2024

BUSINESS FROM THE FLOOR:

The following speakers addressed the City Council:

Judi Alexander
Steve Heard
Dan Carson

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. City Councilmembers may pull an item for discussion.

4. Approval of November 14, 2023 Special and Regular Meeting Minutes
5. Approval of November 28, 2023 Special and Regular Meeting Minutes
6. Approval of December 12, 2023 Special and Regular Meeting Minutes
7. Resolution No. 11138 – A Resolution Authorizing the City Manager to Execute an Agreement with Serpa Chiropractic, Inc. for the Acquisition of a Drainage Easement at 513 Natoma Street in Relation to the Natoma Street Drainage Improvement Project, Project No. PW1901, State Project No. 5288(047) and Appropriation of Funds
8. Resolution No. 11149 - A Resolution Authorizing the City Manager to Execute an Agreement with Westnet, Inc. for Fire Station No. 35 First-In Fire Station Alerting System Upgrades
9. Resolution No. 11150 - A Resolution Authorizing the City Manager to Execute an Agreement with Westnet, Inc. for Fire Station No. 34 First-In Fire Station Alerting System
10. Resolution No. 11151 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Central Valley Engineering & Asphalt, Inc. for the Johnny Cash Trail Cash's Pick No. 1 Project Construction and Appropriation of Funds
11. *pulled for discussion*
12. *pulled for discussion*
13. Resolution No. 11154 - A Resolution Authorizing the City Manager to Execute a Construction Agreement with Precision Emprise LLC dba Precision Concrete Cutting for the District 2 Sidewalk Offset Repair Project
14. Resolution No. 11155 – A Resolution Approving the Application for Grant Funds from the Caltrans Sustainable Transportation Planning Grant Program for a Sustainable Transit Connections to Health Services Planning and Feasibility Study
15. Resolution No. 11156 - A Resolution Authorizing the City Manager to Execute an Agreement with Hasa, Inc. for the Supply of Sodium Hypochlorite for the Water Treatment Plant
16. Resolution No. 11157 – A Resolution Approving a Waiver of City Parade fees for Folsom High School Football Team Celebration

Approved 1/23/2024

Motion by Vice Mayor Aquino, second by Councilmember Rohrbough to approve Consent Calendar items 4-10, 13-16. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION:

11. Resolution No. 11152 – A Resolution Authorizing the City Manager to Execute a Consultant and Professional Services Agreement with Ghirardelli Associates, Inc. for Inspection and Resident Engineer Services for the East Bidwell/Iron Point Road/US50 Onramp Improvement Project, Project No. PW2203 and Appropriation of Funds

Councilmember Chalamcherla pulled this item to ask about the bidding process. Public Works Senior Civil Engineer Zach Bosch responded.

Motion by Councilmember Chalamcherla, second by Councilmember Rodriguez to approve Resolution No. 11152. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

12. Resolution No. 11153 - A Resolution Authorizing the City Manager to Execute an Amendment to the Agreement with Terracare Associates LLC for the Maintenance of Parks, Trails and Pet Stations, Streetscapes/Public Works areas for the City of Folsom

Councilmember Rohrbough pulled this item to propose the matter comes back for further discussion to preserve services and to considering using general fund contingency to cover the difference in budgeted amount and cost.

City Manager Andersen sought and received additional information and clarification from City Attorney Wang.

Motion by Councilmember Rohrbough, second by Councilmember Chalamcherla to continue the item to further discuss the scope of the contract extension and funding options.

The City Council discussed the matter.

Councilmember Rohrbough's motion failed by the following roll-call vote:

AYES: Chalamcherla, Rohrbough,
NOES: Aquino, Rodriguez, Kozlowski
ABSENT: None
ABSTAIN: None

Motion by Councilmember Aquino, second by Councilmember Rodriguez to approve Resolution No. 11153. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARING:

17. Resolution No. 11139 - A Resolution to Adopt an Addendum to the Folsom Plan Area Specific Plan EIR/EIS and Approve a Specific Plan Amendment to Modify FPASP Table A.7 (Transportation, Communication, Infrastructure) to Add "Electronic Readerboard Sign" as a Conditionally Permitted Use on a Specific Property (Parcel 61 - APN No. 072-3190-052) Located at the Southwest Corner of the Intersection of U.S. Highway 50 and East Bidwell Street within the Folsom Plan Area *(continued from the December 12, 2023 meeting)*

Principal Planner Steve Banks made a presentation and responded to questions from the City Council. Mayor Kozlowski opened the public hearing. Hearing no speakers, the public hearing was closed.

Motion by Councilmember Rodriguez, second by Councilmember Chalamcherla to approve Resolution No. 11139. Motion passed by the following roll-call vote:

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski
NOES: None
ABSENT: None
ABSTAIN: None

NEW BUSINESS:

18. Appointment of Three At-Large Members to the Folsom Historic District Commission

Using a ballot process, the City Council unanimously appointed:

John Lane, Historic Preservation Seat

Mark Dascallos, Business Owner with the Sutter Street Subarea

Kathleen Cole, Resident of the Historic District

19. Ordinance No. 1341 - An Ordinance of the City Council of the City of Folsom Repealing Chapter 2.42 of the Folsom Municipal Code Pertaining to Initiative, Referendum and Recall Petitions (Introduction and First Reading)

City Attorney Steven Wang made a presentation and responded to questions from the City Council.

**Motion by Vice Mayor Aquino, second by Mayor Kozlowski to introduce Ordinance No. 1341.
Motion passed by the following roll-call vote:**

AYES: Aquino, Chalamcherla, Rodriguez, Rohrbough, Kozlowski

NOES: None

ABSENT: None

ABSTAIN: None

OLD BUSINESS:

20. Potential Sales Tax Measure for November 2024 General Municipal Election and Direction to Staff

1. Sample Ballot Measure to Add a General Sales Tax at the Rate of One Percent (1.0%)

2. Sample Ballot Measure to Add a Special Sales Tax at the Rate of One Percent (1.0%)

City Attorney Steven Wang made a presentation and responded to questions from the City Council.

The following speakers addressed the City Council:

Justin Raithel

Mike Reynolds

Loretta Hettinger

Bruce Cline

City Attorney Wang provided additional direction and clarification. The City Council discussed the potential sales tax measure.

The following speaker addressed the City Council:

Bill Romanelli, consultant for citizens' initiative measure

The City Council discussed the potential sales tax measure.

At the conclusion of further discussion, the City Council directed staff to bring back a potential special sales tax measure at the second City Council meeting in March for consideration. Prior to giving that

Approved 1/23/2024

directive, the City Council agreed to present a revenue measure on the November election ballot, and further agreed that the revenue measure should be in the form of a special sales tax.

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Rohrbough requested a presentation from Police regarding possible solutions to curtail some of the problems related to homelessness and a presentation regarding impact fee funding for a police substation.

Councilmember Rodriguez requested information regarding regional collaborative work regarding homelessness.

Vice Mayor Aquino requested presentations regarding permissible uses of accessory dwelling units and regarding the possible annexation of the part of American River Canyon that is in the San Juan boundaries into the Folsom Cordova boundaries.

CITY MANAGER REPORTS:

City Manager Andersen wished City Attorney Wang a happy birthday. She spoke of zoo docent training, River District area master planning process, and CAPS volunteers.

COUNCIL COMMENTS:

Councilmember Rodriguez thanked law enforcement. She spoke of the ice-skating rink, the FCUSD board meeting, and the Library Commission's work.

Councilmember Rohrbough spoke of the FCUSD board meeting.

Councilmember Chalamcherla wished everyone a happy new year and thanked city staff.

Vice Mayor Aquino thanked Folsom Police and suggested using refillable water bottles instead of bottled water at the dais.

Mayor Kozlowski noted the Folsom Bulldog football team's success.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 9:25 pm.

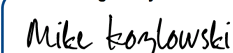
SUBMITTED BY:



DocuSigned by:
BDE19FF309F3403...

Christa Freemantle, City Clerk

ATTEST:
DocuSigned by:



33666450E3D44EC...
Michael D. Kozlowski, Mayor

Approved 1/23/2024

EXHIBIT B

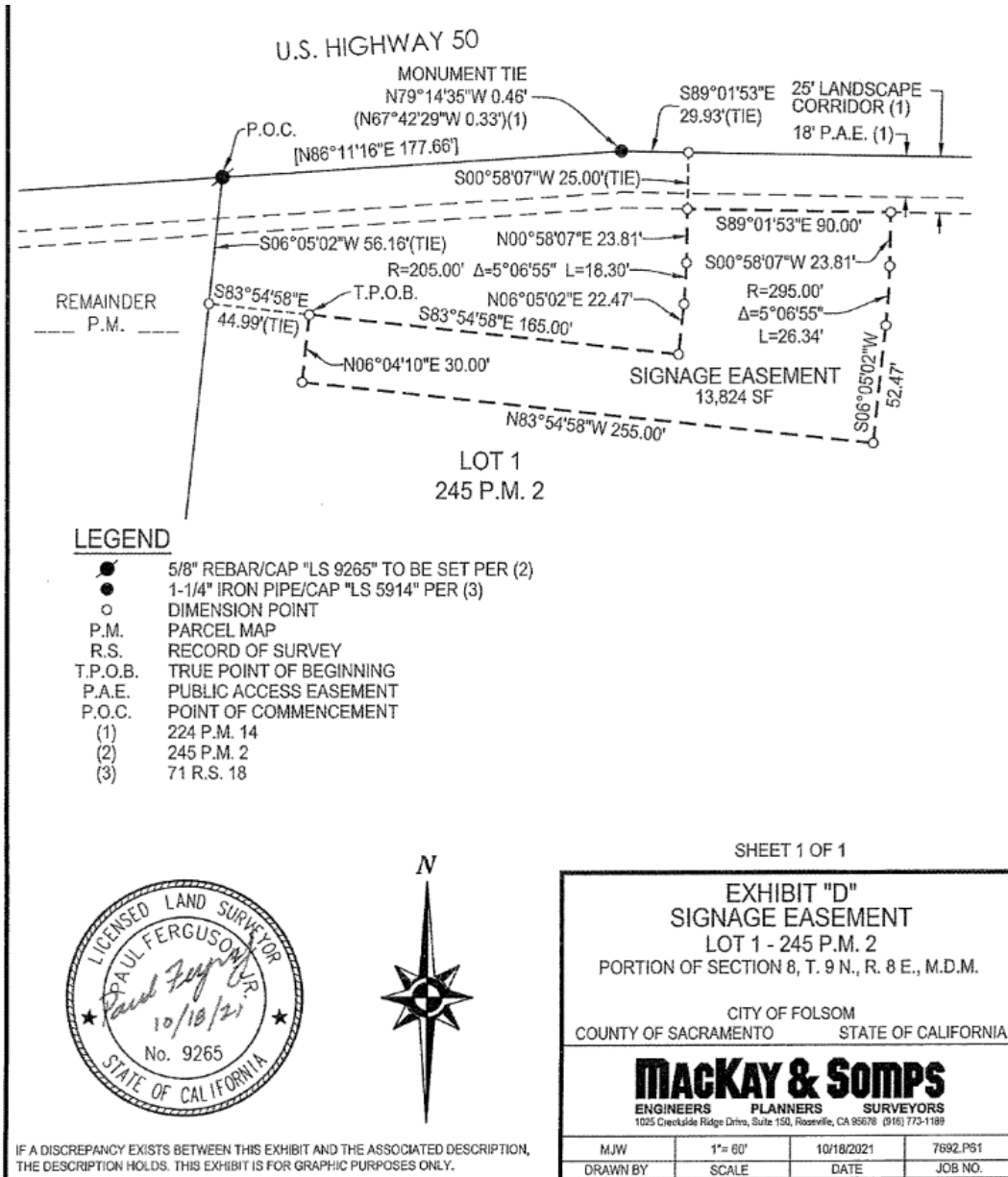


EXHIBIT C

DESCRIPTION OF SIGNAGE EASEMENT PORTION OF LOT 1 – 245 P.M. 2

All that real property situated in the City of Folsom, County of Sacramento, State of California, being a portion of Section 8, Township 9 North, Range 8 East, Mount Diablo Meridian, and a portion of Lot 1 as shown and so designated on that certain Parcel Map filed for record on October 12, 2021, in Book 245 of Parcel Maps at Page 2, Sacramento County Records, more particularly described as follows:

Commencing at a 5/8" rebar and plastic cap stamped "LS 9265", marking the northwesterly corner of said Lot 1; thence along the westerly line of said Lot 1, South 06°05'02" West a distance of 56.16 feet; thence leaving said westerly line, South 83°54'58" East a distance of 44.99 feet to the True Point of Beginning; thence from the **True Point of Beginning** for the following four (4) courses:

1. South 83°54'58" East a distance of 165.00 feet;
2. North 06°05'02" East a distance of 22.47 feet to a point of curvature;
3. 18.30 feet along the arc of a tangent 205.00 foot radius curve to the left through a central angle of 05°06'55";
4. North 00°58'07" East a distance of 23.81 feet to a point on a 25 foot landscape corridor as shown on said Parcel Map;

Said point lies South 89°01'53" East a distance of 29.93 feet and South 00°58'07" West a distance of 25.00 feet from an angle point on the northerly line of said Lot 1, being the easterly terminus of a line labeled [N86°11'16"E 177.66'] as shown and so designated on Sheet 4 of 5 of said Parcel Map; thence along said landscape corridor, South 89°01'53" East a distance of 90.00 feet; thence leaving said landscape corridor for the following five (5) courses:

5. South 00°58'07" West a distance of 23.81 feet to a point of curvature;
6. 26.34 feet along the arc of a tangent 295.00 foot radius curve to the right through a central angle of 05°06'55";
7. South 06°05'02" West a distance of 52.47 feet;
8. North 83°54'58" West a distance of 255.00 feet;
9. North 06°04'10" East a distance of 30.00 feet to the **True Point of Beginning**;

Containing 13,824 square feet of land, more or less.

EXHIBIT D



Recording Requested By:
Placer Title Company P-473614

Sacramento County
Donna Allred, Clerk/Recorder

RECORDING REQUESTING BY AND
WHEN RECORDED RETURN TO:

Eagle Commercial Partners, LLC
c/o PCCP, LLC
10100 Santa Monica Boulevard, Suite 1000
Los Angeles, CA 90067
Attention: Servicing

Doc #	202110191799	Fees	\$65.00
10/19/2021	4:17:12 PM	Taxes	\$0.00
BML	Electronic	PCOR	\$0.00
Titles	1	Paid	\$65.00
Pages	16		

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT (Sign)

THIS EASEMENT AGREEMENT (Sign) ("Agreement") is made and entered into as of October 19, 2021, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Grantor"), and EAGLE COMMERCIAL PARTNERS, LLC, a Delaware limited liability company ("Grantee").

RECITALS:

- A. Grantor is the owner of that certain real property situated in the City of Folsom, County of Sacramento, State of California, and more particularly described in Exhibit A attached hereto ("Grantor Property").
- B. Grantee is the owner of that certain real property situated in the City of Folsom, County of Sacramento, State of California, and more particularly described in Exhibit B attached hereto ("Grantee Property").
- C. Grantor desires to grant to Grantee an easement over that portion of the Grantor Property described in Exhibit C attached hereto and shown on Exhibit D attached hereto ("Signage Area"), and over other portions of the Grantor Property to the extent provided for in this Agreement, for the purposes and on the terms and provisions contained in this Agreement.

NOW, THEREFORE, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its successors and assigns, for the benefit of Grantee, other owners of the Grantee Property, and the occupants, tenants and users of the Grantee Property, an easement for the following purposes in, on, over and across the Signage Area and other portions of the Grantor Property to the extent provided for in this Agreement:

(a) Signage. The construction, installation, operation, repair, maintenance, alteration and replacement of a free-standing pylon or monument sign on or in the Signage Area, having one or more sides and panels (collectively, "Sign"), which will be visible from U.S. Highway 50, for the display of the name of Grantee's project, development and/or property (collectively, "Project"); the names of Grantee and its affiliates, other owners of the Grantee Property, and occupants, tenants and other users of the Grantee Property; for the advertisement of the Project and the owners, occupants, tenants and other users of the Project; and for other advertising purposes except to the extent limited by Section 6(c) of this Agreement. Grantor and Grantee shall cooperate reasonably and in good faith on the size, scale, type and design of the Sign, which shall be subject to the approval of Grantor and Grantee, not to be unreasonably withheld. Grantor shall have the first right to designate a location on the Sign for a sign for Grantor's Property, subject to Grantee's reasonable written approval, and such sign shall be fabricated, installed, repaired and maintained by Grantor at Grantor's sole cost and expense.

(b) Access, Ingress and Egress. Pedestrian and vehicular access, ingress and egress on, over and across the Grantor Property and to and from the Signage Area in locations to be reasonably designated by Grantor as reasonably required by Grantee, its successors and assigns, for the exercise of the easement rights described in Section 1(a) of this Agreement.

(c) Utilities. The construction, installation, repair, maintenance, alteration and replacement, including trenching, of electrical, natural gas, telephone and telecommunications, data transmission and other utility lines, systems and facilities in, on, over and across the Grantor Property and to and from the Signage Area in locations to be reasonably designated by Grantor as reasonably required by Grantee, its affiliates, successors and assigns, for the exercise of the easement rights described in Section 1(a) of this Agreement.

The Signage Area and the portions of the Grantor Property subject to Grantee's rights under Sections 1(b) and 1(c) of this Agreement are sometimes referred to in this Agreement collectively as the "Easement Area".

2. Nature of Easement. The easement granted by Grantor to Grantee in Section 1 of this Agreement shall: (a) be appurtenant to the Grantee Property; (b) burden and be binding upon the Grantor Property; and (c) be for the non-exclusive use by Grantee and its affiliates, successors and assigns in the manner contemplated by this Agreement. Grantor shall not grant or assign to any other party any other signage easement in or to the Signage Area. Notwithstanding the foregoing, Grantor shall have the right to use the Signage Area and the other Easement Area for such purposes as shall not be inconsistent with or interfere with the easement rights granted to Grantee in this Agreement, or Grantee's use and enjoyment of the Signage Area. In no event shall Grantor erect or maintain any wall, fence, barricade or other barrier which would prevent or impair the use or enjoyment by Grantee, its affiliates, successors and assigns of the easements granted in this Agreement.

3. Duration of Easement. The easement granted in this Agreement shall be perpetual; provided, however, that nothing contained in this Agreement shall prevent Grantor and Grantee from causing the termination, amendment or modification of the easement granted herein or any other provisions of this Agreement through the execution, acknowledgment and recordation in the Sacramento County, California Official Records of a quitclaim deed or other instrument of termination, amendment or modification of this Agreement.

4. Insurance. Throughout the term of this Agreement, Grantee shall maintain in effect with respect to the Easement Area a policy of commercial general liability insurance (to include broad form property damage insurance), with a minimum limit of liability of not less than Two Million Dollars (\$2,000,000) in Current Dollars (as defined in this Agreement) combined single limit of liability. Grantee shall have the right to maintain such insurance coverage through a blanket insurance policy maintained by Grantee or its affiliate or affiliates, provided that such blanket insurance policy provides coverage with respect to the Easement Area of not less than the insurance coverage required under this Section 4. Grantor shall be named as an additional insured on such policies of insurance, and the insurance maintained by Grantor will apply in excess of, and not contribute with, the insurance provided by Grantee. Grantee's obtaining of any required insurance shall not be construed to limit Grantee's liability under this Agreement. Prior to Grantee's entry onto or use of any of the Easement Area, Grantee shall provide Grantor with certificates evidencing the insurance coverage required to be maintained by Grantee under this Section 4. All insurance required to be maintained by the parties under this Section 6 shall be procured from insurance companies licensed in the State of California and rated not less than A-VII in the most recent edition of Best's Insurance Reports. As used in this Agreement, "**Current Dollars**" shall mean a dollar amount calculated by multiplying a dollar amount specified above by a fraction, the numerator of which is the Index last published prior to the most recent anniversary of the Effective Date, and the denominator of which is the Index last published prior to the Effective Date. As used in this Agreement, "**Index**" means the Consumer Price Index — All Items, for the San Francisco/Oakland/San Jose Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100). If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such

calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term "**Index**" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics, or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

5. **Indemnity.** Grantee shall indemnify, defend and hold harmless Grantor and its employees, agents, contractors, successors and assigns from and against any and all losses, costs, claims, damages, liabilities, and causes of action (including attorneys' fees and costs) arising out of or in any way connected with (a) the use of the Easement Area by Grantee or its officers, employees, agents, invitees, members, successors or assigns, except to the extent caused by negligence or willful misconduct of Grantor or its officers, employees, agents, members, customers, invitees, successors or assigns, (b) any activity or work caused or permitted by Grantee in or about the Grantor Property, including the Easement Area, (c) any failure by Grantee to perform any of Grantee's obligations under this Agreement, and/or (d) any other negligent or willful act or omission of Grantee or its officers, employees, agents, invitees, members, successors or assigns with respect to the Grantor Property. All mechanics' liens or other liens imposed upon all or any part of the Grantor Property, or any interest in the Grantor Property, arising from Grantee's exercise of any of Grantee's rights under this Agreement shall be promptly paid and discharged by Grantee, or otherwise removed as liens on the Grantor Property by Grantee. The obligations of Grantee under this Section 5 shall survive any termination of this Agreement or the easement granted under this Agreement.

6. **Other Obligations.**

(a) **Repair and Maintenance.** Grantee, at Grantee's sole cost and expense, shall be responsible for the repair and maintenance of the Sign and the Signage Area in good condition and repair, subject to the provisions of the last sentence of Section 1(b) of this Agreement. Grantor, at Grantor's sole cost and expense, shall be responsible for the repair and maintenance of the other portions of the Grantor Property in good condition and repair.

(b) **Property Taxes.** Grantor, at Grantor's sole cost and expense, shall be responsible for the timely payment of all general and special real property taxes and assessments imposed upon the Grantor Property, including the Easement Area. Notwithstanding the foregoing, Grantee shall be responsible for the payment of the general and special real property taxes assessed directly against the Sign improvements (but Grantor shall be responsible for the general and special real property taxes and assessments assessed against the land portion of the Signage Area). If the Sign improvements are not separately assessed for real property tax purposes, Grantor shall determine reasonably and in good faith the real property taxes on the Grantor Property allocable to the Sign improvements, subject to Grantee's reasonable approval, and Grantee shall pay such real property taxes to Grantor or to the appropriate taxing authority, as applicable.

(c) **Limitations on Advertising.** Notwithstanding Section 1(a) of this Agreement, the Grantee and its successors and assigns shall not, without the prior written consent of Grantor, advertise or display, or offer to advertise or display, on the Sign the brand, identity, marks or services of any person or entity which is engaged in the ownership or operation in the Sacramento Region of any of the following health care facilities: acute care general hospital, medical/surgical hospital, specialty hospital, extended care facility, rehabilitation center or facility, physician group practice, primary or specialty care facility, emergency or urgent care facility, surgery center or facility, oncology center or facility, radiology center or facility, imaging center or facility, respiratory therapy or inhalation therapy center or facility. For purposes of this paragraph, the Sacramento Region is comprised of Sacramento, Yolo, Placer, Sutter, Yuba and El Dorado Counties. The restriction contained in this paragraph shall terminate upon the original Grantor's transfer or disposition of its entire interest in the Grantor's Property.

7. **Miscellaneous.**

(a) **Runs with Land.** Grantor and Grantee hereby covenant and declare that the Grantor Property and the Grantee Property and each and every portion thereof or interest therein, is now held and shall hereafter be held, transferred, sold, conveyed, leased, developed, used and

occupied subject to the easements, covenants, conditions and restrictions granted under or created or imposed by this Agreement. Each of such easements, covenants, conditions and restrictions shall be covenants and equitable servitudes running with the land pursuant to applicable law and shall run with each and every portion of the Grantor Property and shall inure to the benefit of and pass with each and every such portion of the Grantee Property, and shall be binding upon Grantor and Grantee and their respective heirs, successors and assigns.

(b) Mortgagee Protection. No breach or default by Grantor or Grantee or any other party under this Agreement shall defeat, render invalid, impair or affect in any manner the lien of any mortgage or deed of trust made in good faith and for value, but this Agreement and the easements, covenants, conditions and restrictions contained in this Agreement shall be binding upon and effective against any person or entity who acquires title to the Grantor Property, the Grantee Property or any portion thereof or interest therein, whether by judicial or non-judicial foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

(c) Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement shall be given in writing in the manner set forth below, addressed to the party to be served at the addresses set forth below, or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by (i) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (ii) overnight common carrier courier service shall be deemed to be given on the business day (not including Saturday) immediately following the date it was deposited with such common carrier; (iii) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (iv) electronic transmission shall be deemed to have been given on the date of transmission of the entire communication, provided that (A) such transmission occurs prior to 5:00 p.m. Pacific Time, on a business day, and (B) the sending party deposits a hard copy of the original transmitted document(s) in the United States mail, addressed to the receiving party, first class postage prepaid, not later than the first (1st) business day following such transmission. Notwithstanding the foregoing, if any notice is transmitted by electronic transmission or deposited with a delivery service or in the U.S. Mail after 5:00 p.m. (or such earlier applicable cut-off for outgoing mail) or on a non-business day, then such notice shall be deemed transmitted or deposited, as applicable, on the succeeding business day.

Grantee Notice Address: Eagle Commercial Partners, LLC
c/o PCCP LLC
100 Pine Street, 29th Floor
San Francisco, California 94111
Attention: Jim Galovan

With a copy to : Eagle Commercial Partners, LLC
c/o PCCP LLC
10100 Santa Monica Boulevard, Suite 1000
Los Angeles, California 90067
Attention: Legal Notices

Grantor Notice Address: The Regents of the University of California
255 Cousteau Place
Davis, California 95618
Attention: Executive Director

With a copy to: The Regents of the University of California
1111 Franklin Street, 6th Floor
Oakland, California 94607
Attention: Associate Director, Real Estate

- (d) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee related to the easement described in this Agreement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to this Agreement shall be of no force or effect unless such amendment shall be in writing and signed by Grantor and Grantee.
- (e) Attorneys' Fees. In the event of any legal action arising from or based upon rights or obligations contained in this Agreement or the interpretation or enforcement of any provisions hereof, the non-prevailing party in such legal action shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such legal action. If such prevailing party recovers a judgment in any such legal action, then such costs, expenses and attorneys' fees shall be included in and as a part of such judgment.
- (f) Interpretation. The provisions contained in this Agreement shall in all events be construed according to their fair meaning and not strictly for or against Grantor, Grantee or any other party. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, the invalidity or unenforceability shall in no way affect, impair or invalidate any other provision of this Agreement, all of which shall remain in full force and effect.
- (g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- (h) Consent and Subordination. Grantor acknowledge and agree that, if and to the extent that the Grantor Property shall be encumbered by a deed of trust or other lien, Grantor shall obtain from the beneficiary under such deed of trust or the holder of such lien a consent to this Agreement and an agreement to subordinate such deed of trust or lien to this Agreement and the easement granted under this Agreement in a form acceptable to Grantee.
- (i) Final Location. Grantee shall further define the location of the Signage Area after Grantee's construction and installation of the Sign by recording in the Sacramento County California Official Records a "Notice of Final Description" referencing to this instrument and setting forth a precise description of the Signage Area. Such further defined location of the Signage Area shall include the location of the Sign and areas for the operation, repair, maintenance, and alteration and replacement by Grantee of the Sign.
- (j) Exhibits. Attached hereto are Exhibits A, B, C and D, all of which are incorporated into this Agreement by this reference.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California corporation

By: 

Name: David Phillips

Title: Associate Vice President,
Capital Programs, Energy & Sustainability

GRANTEE:

EAGLE COMMERCIAL PARTNERS, LLC,
a Delaware limited liability company

Signed in Counterpart
By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California corporation

By: **Signed in Counterpart**

Name: David Phillips

Title: Associate Vice President,
Capital Programs, Energy & Sustainability

GRANTEE:

EAGLE COMMERCIAL PARTNERS, LLC,
a Delaware limited liability company

By: 

Name: Aaron A. Giovara

Title: Authorized Signatory

**AKA AARON ARTHUR
GIOVARA**

SEE ATTACHED
CA NOTARY PG.

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

State of California)
County of Yolo) ss.

On October 18, 2021 before me,
B. Weiss

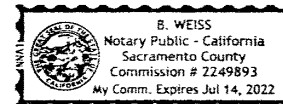
Notary Public personally appeared David Phillips

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE

B. Weiss



STATE OF CALIFORNIA)
) ss
COUNTY OF SAN FRANCISCO)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature 

My commission expires AUG. 20, 2024.

 **ASTRID MARTINEZ**
Notary Public - California
San Mateo County
Commission # 2332066
My Comm. Expires Aug 20, 2024

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

All that certain real property situated in the City of Folsom, County of Sacramento, State of California, and more particularly described as follows:

Lot 1 as shown on that certain map entitled "PN 21-043 Parcel Map, Parcel 61" filed for record in the Office of the Recorder of the County of Sacramento, City of Folsom, State of California on October 12, 2021, in Book 245 of Parcel Maps, at Page 2, Sacramento County Records.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

All that certain real property situated in the City of Folsom, County of Sacramento, State of California, and more particularly described as follows:

Parcel One:

Lots 2, 3 and 4 as shown on that certain map entitled "PN 21-043 Parcel Map, Parcel 61" filed for record in the Office of the Recorder of the County of Sacramento, City of Folsom, State of California on October 12, 2021, in Book 245 of Parcel Maps, at Page 2, Sacramento County Records.

Parcel Two:

Parcel 1 of Parcel Map filed January 31, 2015, in Book 224 of Parcel Maps, at Page 14, Sacramento County Records.

Excepting therefrom Lots 1 through 4, inclusive of that certain map entitled "PN 21-043 Parcel Map, Parcel 61" filed for record in the Office of the Recorder of the County of Sacramento, City of Folsom, State of California on October 12, 2021, in Book 245 of Parcel Maps, at Page 2, Sacramento County Records.

Said parcel being also designated as "Remainder" on that certain map entitled "PN 21-043 Parcel Map, Parcel 61" filed for record in the Office of the Recorder of the County of Sacramento, City of Folsom, State of California on October 12, 2021, in Book 245 of Parcel Maps, at Page 2, Sacramento County Records.

EXHIBIT C

LEGAL DESCRIPTION OF SIGNAGE AREA

[See attached]

EXHIBIT "C"
DESCRIPTION OF SIGNAGE EASEMENT
PORTION OF LOT 1 – 245 P.M. 2

All that real property situated in the City of Folsom, County of Sacramento, State of California, being a portion of Section 8, Township 9 North, Range 8 East, Mount Diablo Meridian, and a portion of Lot 1 as shown and so designated on that certain Parcel Map filed for record on October 12, 2021, in Book 245 of Parcel Maps at Page 2, Sacramento County Records, more particularly described as follows:

Commencing at a 5/8" rebar and plastic cap stamped "LS 9265", marking the northwesterly corner of said Lot 1; thence along the westerly line of said Lot 1, South 06°05'02" West a distance of 56.16 feet; thence leaving said westerly line, South 83°54'58" East a distance of 44.99 feet to the True Point of Beginning; thence from the **True Point of Beginning** for the following four (4) courses:

1. South 83°54'58" East a distance of 165.00 feet;
2. North 06°05'02" East a distance of 22.47 feet to a point of curvature;
3. 18.30 feet along the arc of a tangent 205.00 foot radius curve to the left through a central angle of 05°06'55";
4. North 00°58'07" East a distance of 23.81 feet to a point on a 25 foot landscape corridor as shown on said Parcel Map;

Said point lies South 89°01'53" East a distance of 29.93 feet and South 00°58'07" West a distance of 25.00 feet from an angle point on the northerly line of said Lot 1, being the easterly terminus of a line labeled [N86°11'16"E 177.66'] as shown and so designated on Sheet 4 of 5 of said Parcel Map; thence along said landscape corridor, South 89°01'53" East a distance of 90.00 feet; thence leaving said landscape corridor for the following five (5) courses:

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6. 26.34 feet along the arc of a tangent 295.00 foot radius curve to the right through a central angle of 05°06'55";
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8. North 83°54'58" West a distance of 255.00 feet;
9. North 06°04'10" East a distance of 30.00 feet to the **True Point of Beginning**;

Containing 13,824 square feet of land, more or less.

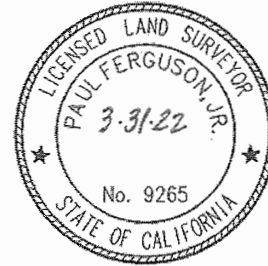
See Exhibit "D", plat to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Paul Ferguson

Paul Ferguson, Jr., PLS 9265
License Expiration Date: 03-31-2022

Date: 10/18/21

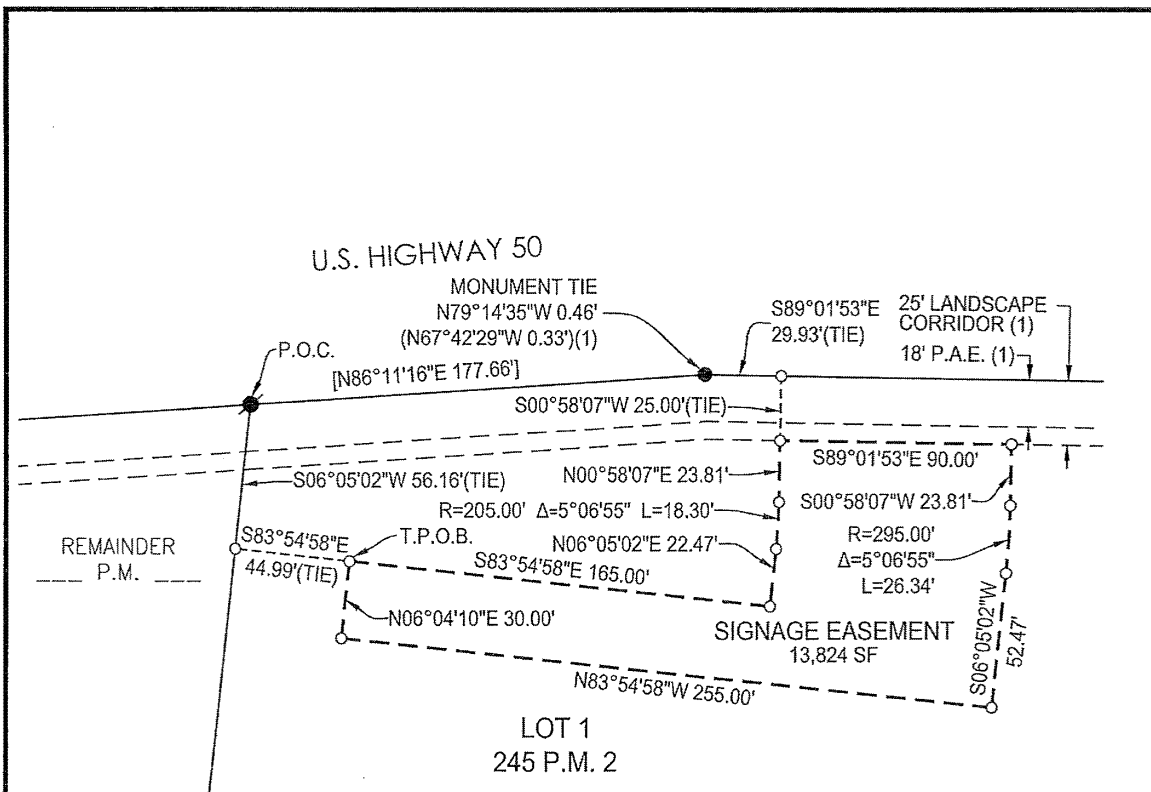


Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1025 Creekside Ridge Dr., Suite 150, Roseville, CA 95678
P:\7692_Overall\SRV\Mapping\Desc\ACCESS ESMT - LOT 1\DESC-ACCESS ESMT-LOT 1.docx

EXHIBIT D

MAP OF SIGNAGE AREA

[See attached]



LEGEND

- 5/8" REBAR/CAP "LS 9265" TO BE SET PER (2)
- 1-1/4" IRON PIPE/CAP "LS 5914" PER (3)
- DIMENSION POINT
- P.M. PARCEL MAP
- R.S. RECORD OF SURVEY
- T.P.O.B. TRUE POINT OF BEGINNING
- P.A.E. PUBLIC ACCESS EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- (1) 224 P.M. 14
- (2) 245 P.M. 2
- (3) 71 R.S. 18



SHEET 1 OF 1

EXHIBIT "D"
SIGNAGE EASEMENT
LOT 1 - 245 P.M. 2
PORTION OF SECTION 8, T. 9 N., R. 8 E., M.D.M.

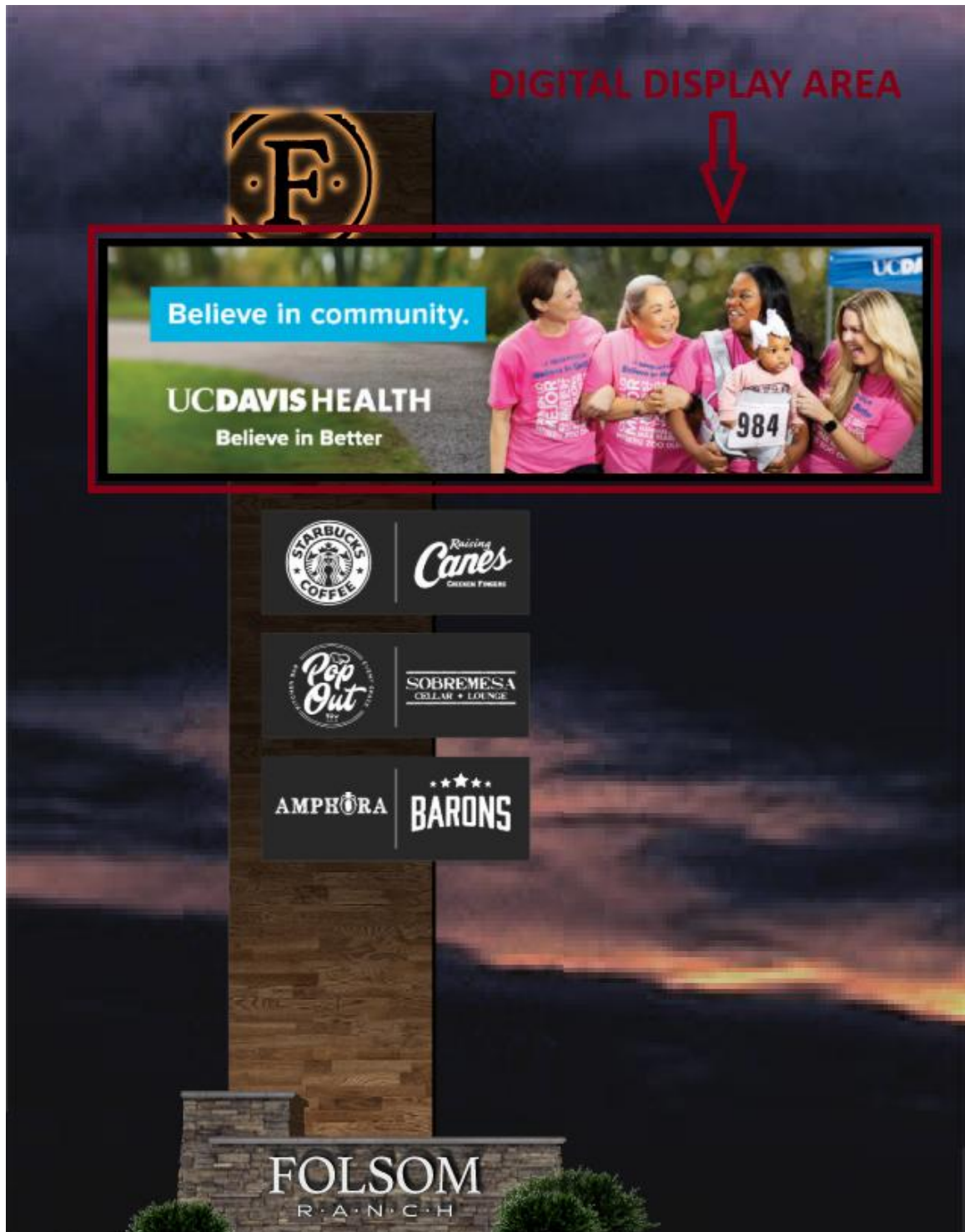
CITY OF FOLSOM
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

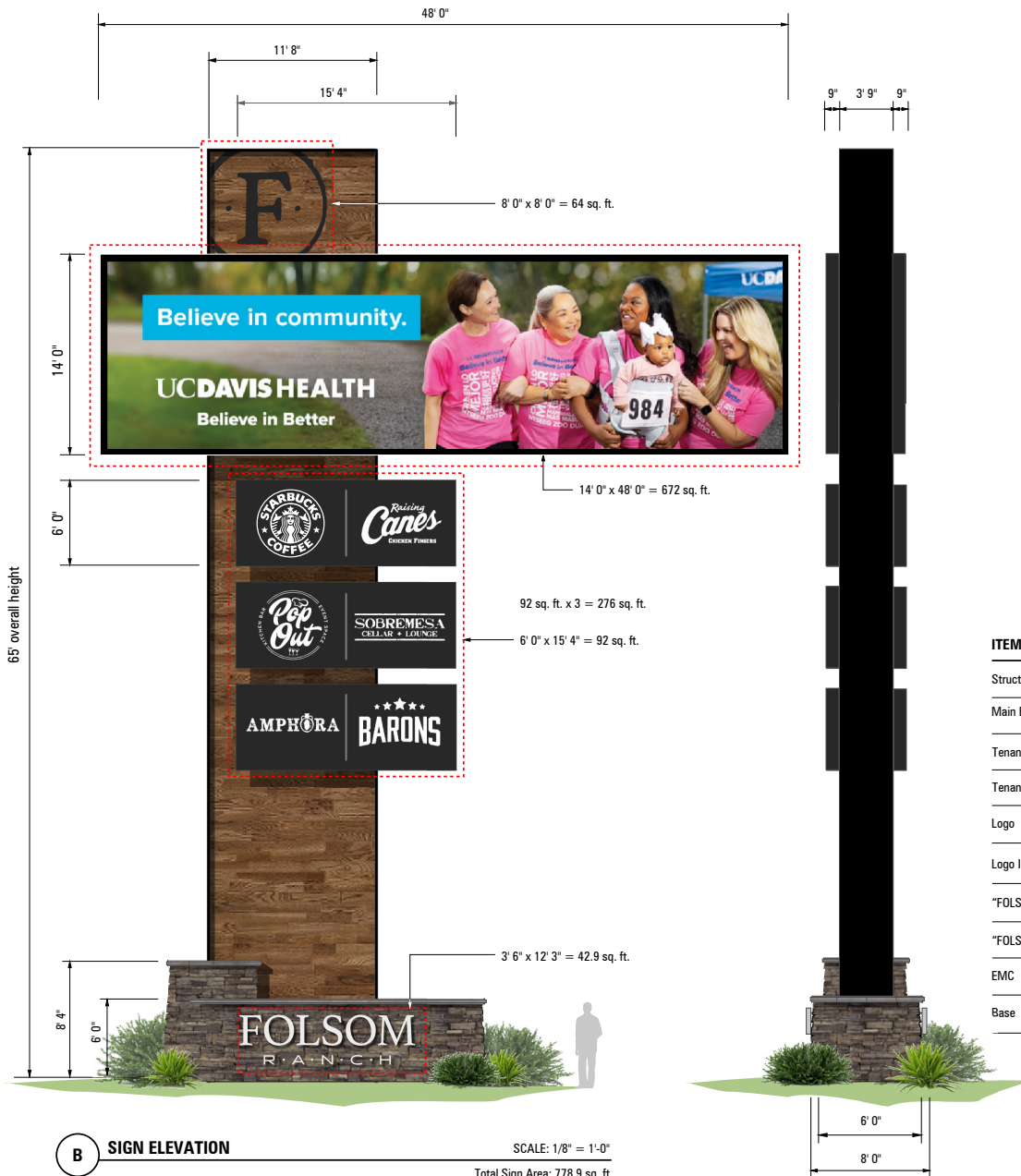
MJW	1"= 60'	10/18/2021	7692.P61
DRAWN BY	SCALE	DATE	JOB NO.

EXHIBIT E



Attachment 3

Electronic Readerboard Sign Design Package, Dated
April 4, 2025



ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Structure	Aluminum	Matthews	Dark Gray, color TBD
Main Background	HPL	Parklex	Cladding, color TBD
Tenant Cabinets	Aluminum	Matthews	Dark Gray, color TBD
Tenant Copy	1/2" push-thru		By others
Logo	2" deep aluminum	Matthews	Dark Gray, color TBD
Logo Illumination	LED	Sloan	Prism, Warm White #3500
"FOLSOM RANCH"	2" deep fabricated aluminum	Matthews	White #282-202,satin
"FOLSOM RANCH" Illum.	Flood fixtures		By others
EMC	LED	Watchfire	16mm full color display
Base	Architectural stone with cap	El Dorado Stone	By others



1051 46th Avenue
Oakland, Ca 94601
T. 510.533.7693
F. 510.533.0815
www.arrowsigncompany.com

Project

Folsom Ranch
Folsom, Ca

Date:

6-15-21

Sales:

☐ Tom Salmon

Design:

☐ Charlie Stroud

File Name/Location:

2021/F/Folsom Ranch 2

Rev.	Date	Description
------	------	-------------

H	11-17-22	Revise layout
---	----------	---------------

I	11-30-23	Add sign area
---	----------	---------------

J	8-2-24	Revise size of message center
---	--------	-------------------------------

K	8-19-24	Revise message
---	---------	----------------

L	9-30-23	Revise design, Stone by Arrow
---	---------	-------------------------------

M	10-11-24	Add tenant cabinet
---	----------	--------------------

N	4-4-25	Change LED image
---	--------	------------------

Customer Approval

This drawing is a representation of colors and may not accurately depict final color of product. Refer to paint swatch or material samples for color reference.

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20676

Sheet 2



B PYLON SIGN ELEVATION

SCALE: 1/8" = 1'-0"



1051 46th Avenue
Oakland, Ca 94601
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Project

Folsom Ranch
Folsom, Ca

Date:
6-15-21

Sales:
☐ Tom Salmon

Design:
☐ Charlie Stroud

File Name/Location:
2021/F/Folsom Ranch 2

Rev.	Date	Description
A	11-17-22	Revise layout
B	9-30-24	Revise design
C	10-11-24	Revise design
D	4-4-25	Change LED image

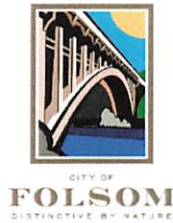
Customer Approval

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Attachment 4

April 29, 2026 Folsom Planning Commission Minutes



PLANNING COMMISSION MINUTES
April 29, 2026
CITY COUNCIL CHAMBERS
6:30 P.M.
50 Natoma Street
Folsom, CA 95630

CALL TO ORDER PLANNING COMMISSION

The Special Planning Commission Meeting was called to order at 6:30 p.m. with Chair Eileen Reynolds presiding.

ROLL CALL

Commissioner's Present: Dianna Laney, Commissioner
William Barcellona, Commissioner
Justin Hurst, Commissioner
Mathew Herrera, Commissioner
Daniel West, Commissioner
Eileen Reynolds, Chair

Commissioners Absent: Amanda Ross, Commissioner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

CITIZEN COMMUNICATION: None

MINUTES

COMMISSIONER BARCELLONA MOVED TO APPROVE THE MINUTES OF APRIL 15, 2026

COMMISSIONER HERRERA SECOND THE MOTION

AYES: LANEY, BARCELLONA, HURST, HERRERA, WEST, REYNOLDS
NOES: NONE
RECUSED: NONE
ABSENT: ROSS

MOTION PASSED

NEW BUSINESS

THIS ITEM HAS BEEN CONTINUED TO THE MAY 20, 2026, PLANNING COMMISSION MEETING

1. MSTR25-00084. Toll Brothers at Alder Creek Small Lot Vesting Tentative Subdivision Map, Planned Development Permit, Inclusionary Housing Plan, Minor Administrative Modification, and Determination that No Further CEQA Review is Required Under CEQA Guidelines Section 15162.

COMMISSIONER BARCELLONA MOVED TO FORMALLY CONTINUE ITEM 3 TO THE MAY 20, 2026, PLANNING COMMISSIONS MEETING

COMMISSIONER HERRERA SECONDED THE MOTION

AYES: LANEY, BARCELLONA, HURST, HERRERA, WEST, REYNOLDS
NOES: NONE
RECUSED: NONE
ABSENT: ROSS

MOTION PASSED

2. MSTR25-00256. Emblem Empire Ranch Apartments Planned Development Permit, Parcel Map Waiver, and Determination that the Project is Exempt from CEQA under Section 15183

A Public Hearing to request approval of a Planned Development Permit to approve site and building design for a 180-unit multifamily residential project and to allow deviations from design and development standards applicable to multifamily residential development in the Empire Ranch Specific Plan. The subject parcel is approximately 19.25 acres in size and is located at the southeast corner of Iron Point Road and Empire Ranch Road. The project would be developed on approximately 7.55 acres, with the remaining 11.70 acres conveyed to the city to merge with the already-dedicated Right of Way for the Empire Ranch Interchange Project. Therefore, the applicant is also requesting a Parcel Map Waiver to permit the conveyance of the 11.70-acre area to the city. The proposed project is within the Empire Ranch Specific Plan, East Subarea, and has a Commercial land use designation. The project is categorically exempt under Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) of the California Environmental Quality Act (CEQA) Guidelines.

COMMISSIONER WEST MOVED TO CONFIRM STAFF'S DETERMINATION THAT THE PROJECT IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER CEQA GUIDELINES SECTION 15183 AND APPROVE A PLANNED DEVELOPMENT PERMIT AND PARCEL MAP WAIVER APPLICATION FOR THE EMBLEM EMPIRE RANCH APARTMENTS PROJECT, BASED ON THE FINDINGS (FINDINGS A-Q) AND FINDINGS R-S AS SHOWN IN THE GREEN SHEET FOR CHANGES AND MODIFICATIONS TO AGENDA ITEM #1, PROVIDED AT TONIGHT'S HEARING, AND SUBJECT TO THE CONDITIONS OF APPROVAL (CONDITIONS 1-81) ATTACHED TO THE STAFF REPORT WITH CONDITION OF APPROVAL NO. 36 MODIFIED AS SHOWN IN THE GREEN SHEET FOR CHANGES AND MODIFICATIONS TO AGENDA ITEM #1, PROVIDED AT TONIGHT'S HEARING.

COMMISSIONER HURST SECONDED THE MOTION

AYES: LANEY, BARCELLONA, HURST, HERRERA, WEST, REYNOLDS
NOES: NONE
RECUSED: NONE
ABSENT: ROSS

MOTION PASSED

3. USPT24-00096. Folsom Ranch Electronic Readerboard Sign Conditional Use Permit and Determination that No Further CEQA Review Is Required Under CEQA Guidelines Section 15162(a).

A Public Hearing to consider a request from TK Consulting Group for approval of a Conditional Use Permit for development and operation of a 65-foot-tall freeway-oriented electronic readerboard sign located on Parcel 61A within the Folsom Plan Area. The project has a Specific Plan designation of SP-RC-PD (Regional Commercial-Planned Development) and a General Plan Designation of RC (Regional Commercial). The proposed project implements and is consistent with the Addendum to the Folsom Plan Area Environmental Impact Report for the Folsom Plan Area Specific Plan Amendment for Electronic Readerboard Sign project, and none of the factors set forth in CEQA Guidelines Section 15162 are present or have been identified, pursuant to CEQA Guidelines Section 15162. Therefore, the city finds that the project is exempt from further CEQA compliance. Final hearing body is the Planning Commission.

COMMISSIONER RENYOLDS MOVED TO CONFIRM STAFF'S DETERMINATION THAT THE FOLSOM RANCH ELECTRONIC READERBOARD PROJECT IS EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15162(A), AND TO APPROVE A CONDITIONAL USE PERMIT APPLICATION FOR THE PROJECT LOCATED ON PARCEL 61A WITHIN THE FOLSOM PLAN AREA (USPT24-00096), BASED ON THE FINDINGS INCLUDED IN THE REPORT (FINDINGS A-I) AND SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL (CONDITIONS 1-33) WITH CONDITION NO. 1 MODIFIED TO PERMIT BACKLIT STATIC SIGN PANELS, AND ADDITION OF CONDITIONS OF APPROVAL NO. 34 AND NO. 35 AS SHOWN IN THE GREEN SHEET FOR CHANGES AND MODIFICATIONS TO AGENDA ITEM #2, PROVIDED AT TONIGHT'S HEARING.

COMMISSIONER HURST SECONDED THE MOTION.

AYES: LANEY, BARCELLONA, HURST, HERRERA, WEST, REYNOLDS
NOES: NONE
RECUSED: NONE
ABSENT: ROSS

MOTION PASSED

PLANNING MANAGER REPORT

Principal Planner Jessica Brandt shared the following with the Commission:

- The next meeting is scheduled for May 20th, with one item on the agenda.

ADJOURNMENT

There being no further business to come before the Folsom Planning Commission, Chair Eileen Reynolds adjourned the meeting at 7:59 p.m.

RESPECTFULLY SUBMITTED,


Bettina Adams, ADMINISTRATIVE ASSISTANT

APPROVED:


Eileen Reynolds, CHAIR