

# Agenda Report

**TO:** CITY COUNCIL

**DATE:** July 18, 2005

**FROM:** CITY MANAGER

**SUBJECT:** SIGN AGREEMENT BETWEEN THE CITY OF PASADENA, AMERCO REAL ESTATE COMPANY AND U-HAUL CO. OF CALIFORNIA FOR AN EXISTING SIGN COLUMN AND FOUNDATION AT 524 SOUTH RAYMOND AVENUE FOR THE STATE ROUTE 710 MITIGATION – CALIFORNIA BOULEVARD RIGHT TURN LANE AT RAYMOND AVENUE PROJECT

## **RECOMMENDATION**

It is recommended that the City Council:

1. Adopt a resolution approving a Sign Agreement with Amerco Real Estate Company ("AREC") and U-Haul Co. of California ("U-Haul") for an existing sign column and foundation located at 524 South Raymond Avenue.
2. Authorize the City Manager to execute the Sign Agreement on behalf of the City.

## **BACKGROUND**

The California Boulevard Right Turn Lane at Raymond Avenue Project is one of the eight projects included in the State Route (SR) 710 Mitigation Project, which was approved by City Council on June 17, 2002. This project was federally funded through Transportation Bill H.R. 5394 in October 2000. The eight SR 710 Mitigation projects were selected based on their potential to improve mobility in those areas identified as impacted by the gap in the 710 freeway.

This project has been determined to be Categorical Exempt in accordance with the requirements of the California Environmental Quality Act (CEQA) and a Programmatic Categorical Exclusion in accordance with the requirements of the National Environmental Policy Act (NEPA). The California Department of Transportation, which is administering the funds provided under H.R. 5394, has approved the environmental documents and the Notice of Exemption has been recorded with the Los Angeles County Clerk.

The project includes an 11-foot widening of the north side of California Boulevard between Arroyo Parkway and Raymond Avenue to accommodate a proposed westbound right turn lane at Raymond Avenue. The widening requires a partial right-of-way acquisition from the property located at 524 South Raymond Avenue ("Subject Property"). AREC is the fee owner of the Subject Property and U-Haul operates a rental, retail sales, and self-storage business (the "Business") on the Subject Property. AREC owns and maintains an on-site advertising sign (the "Sign") that is located on the Subject Property. U-Haul uses the Sign for advertising the Business. The Sign is currently a legal non-conforming sign under the Pasadena Municipal Code.

On July 19, 2004 the City Council adopted a Resolution of Necessity for the commencement of an eminent domain proceeding to acquire the Subject Property. Possession and use of the Subject Property has been secured by obtaining an Order for Pre-Judgment Possession from the Los Angeles County Superior Court. As stipulated by the Los Angeles County Superior Court, the City was authorized to take possession and use of the Subject Property on February 1, 2005.

Staff has negotiated a settlement with AREC and U-Haul ("Licensees") for the City to acquire the Subject Property. The Licensees have provided the City with written acceptance of the monetary terms of the City's settlement offer, contingent upon finalization of a Sign Agreement ("Agreement"). The proposed Agreement will allow the Licensees to maintain a portion of their Sign within the Subject Property. The sign area covered under the Agreement will include a portion of the southerly sign column, the sign column foundation and the portion of a wrought iron fence that will be placed between the sign column and the public sidewalk. The sign column, sign column foundation, and wrought iron fence will encroach into the new California Boulevard right-of-way.

The Licensees initially requested that the City support a sign variance that would allow U-Haul to relocate the Sign (at the City's cost) without updating the sign to meet the provisions of the City's current sign ordinance, and therefore retain the sign as a legal non-conforming use. The City denied this request on the basis that it is in conflict with the Pasadena Municipal Code. The City also considered forcing the Licensees to construct a sign that is within the provisions of the sign ordinance. This option was not implemented because it would expose the City to liability for loss of business goodwill and it would require that the City exercise its power of eminent domain, as authorized through Resolution No. 8376, to acquire the subject property. The potential loss of business goodwill claim related to the sign could exceed the land acquisition costs and the eminent domain proceedings could significantly delay the project. The Licensees have indicated that they would not accept a settlement agreement without the Agreement.

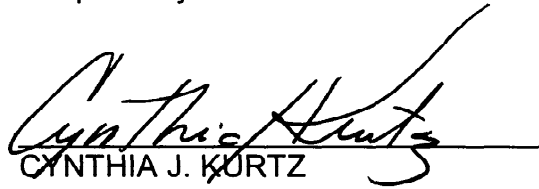
Although the City has been authorized to take legal possession and use of the Subject Property by the Los Angeles County Superior Court, fee title in the Subject Property has not yet been secured. As such, the City shall not execute the Agreement until fee title in the Subject Property has been secured and the appropriate documents have been filed with the Los Angeles County Superior Court.

The Agreement is attached hereto as Exhibit "A-1." The proposed sign area is legally described and is graphically shown on attached Exhibits "A" and "B", respectively. A Fence Detail and a Sign Rendering are attached hereto as Exhibits "C" and "D", respectively.

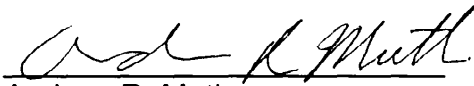
**FISCAL IMPACT**

Funds for this project are available in Budget Account No. 73203, California Boulevard Right Turn Lane at Raymond Avenue Project.

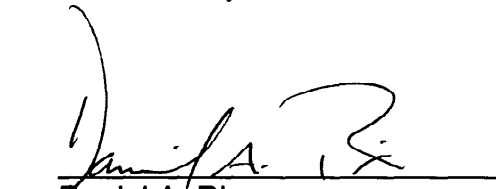
Respectfully submitted:

  
CYNTHIA J. KURTZ  
City Manager

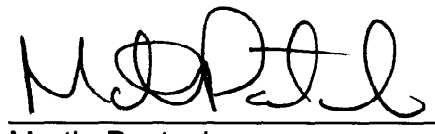
Prepared by:

  
Andrew R. Muth  
Principal Engineer  
Department of Public Works

Reviewed by:

  
Daniel A. Rix  
City Engineer  
Department of Public Works

Approved by:

  
Martin Pastucha  
Director  
Department of Public Works

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA APPROVING THE TERMS AND CONDITIONS AND AUTHORIZING THE EXECUTION OF A SIGN AGREEMENT WITH AMERCO REAL ESTATE COMPANY AND U-HAUL CO. OF CALIFORNIA FOR AN EXISTING SIGN COLUMN AND FOUNDATION ON AND UNDER THE PUBLIC RIGHT-OF-WAY AT 524 SOUTH RAYMOND AVENUE FOR THE STATE ROUTE 710 MITIGATION – CALIFORNIA BOULEVARD RIGHT TURN LANE AT RAYMOND AVENUE PROJECT

THE CITY COUNCIL OF THE CITY OF PASADENA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

WHEREAS, the City of Pasadena is a municipal corporation which is empowered to carry out the provisions of its Charter and to perform all duties and obligations of the City as imposed by the laws of the State of California; and

WHEREAS, on June 17, 2000, the City Council of the City of Pasadena (“City”) approved the Capital Improvement Project for the State Route (SR) 710 Mitigation Project funded by Transportation Bill H.R. 5394; and

WHEREAS, the SR 710 Mitigation Project includes eight individual transportation improvement projects, which are public uses, that were selected based on their potential to reduce traffic congestion and delay due to the gap in the SR 710 Freeway; and

WHEREAS, the California Boulevard Right Turn Lane at Raymond Avenue Project, (“Project”), a public use, is one of the eight projects included in the SR 710 Mitigation Project; and

WHEREAS, the widening of California Boulevard requires the acquisition of a portion of the property located at 524 South Raymond Avenue (“Subject Property”); and

WHEREAS, Amerco Real Estate Company (“AREC”) is the fee owner of the Subject Property and U-Haul Co. of California (“U-Haul”) operates a rental, retail sales, and self-storage business (the “Business”) on the Subject Property; and

WHEREAS, AREC owns and maintains an on-site advertising sign (the “Sign”) that is located on the Subject Property and U-Haul uses the Sign for advertising the Business; and

WHEREAS, the Sign is a legal non-conforming use under the Pasadena Municipal Code; and

WHEREAS, on July 19, 2004, the City adopted a Resolution of Necessity, Resolution No. 8376, authorizing the commencement of eminent domain proceedings to acquire the Subject Property; and

WHEREAS, the City has secured possession and use of the Subject Property as of February 1, 2005 by obtaining an Order for Pre-Judgment Possession from the Los Angeles County Superior Court; and

WHEREAS, the City has negotiated the terms of a settlement with AREC and U-Haul ("Licensees") to acquire the Subject Property, contingent upon the City's authorization of a Sign Agreement that would permit the Licensees to maintain a portion of the existing Sign within the Subject Property; and

WHEREAS, after the City acquires fee title in the Subject Property, the City will dedicate the Subject Property for public street purposes and the dedicated property will become a part of the California Boulevard right-of-way; and

WHEREAS, the southerly Sign column and foundation, and a portion of a wrought iron fence that will be placed between the southerly sign column and the public sidewalk will encroach on and under the California Boulevard right-of-way; and

WHEREAS, the Sign Agreement between the Licensees and the City sets forth the terms and conditions to permit said portions of the Sign to remain on and under the California Boulevard right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pasadena as follows:

1. The Sign Agreement granting AREC and U-Haul permission to maintain a portion of their existing Sign and wrought iron fence on and under the California Boulevard right-of-way in the City of Pasadena, within the boundaries of the area as described on the Legal Description (Exhibit "A") and as shown on Department of Public Works Drawing No. 5537 (Exhibit "B") is hereby approved.
2. The City Manager is authorized and directed to execute and acknowledge the Sign Agreement, in substantially the form attached hereto as Exhibit "C," for and on behalf of the City, and the City Clerk is directed to attest the City Manager's signature and affix the corporate seal of the City thereto, and once fully executed in recordable form, to cause the Sign Agreement to be recorded in the Official Records of Los Angeles County.

Adopted at the \_\_\_\_\_ meeting of the City Council on the \_\_\_\_\_  
day of \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
JANE L. RODRIGUEZ, CITY CLERK

Approved as to form:

7/11/05



\_\_\_\_\_  
NICHOLAS GEORGE RODRIGUEZ  
Assistant City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**SIGN AGREEMENT FOR SIGN AND COLUMN FOUNDATION  
ALONG CALIFORNIA BOULEVARD AT 524 SOUTH RAYMOND AVENUE  
APN. 5722-007-020-U-HAUL**

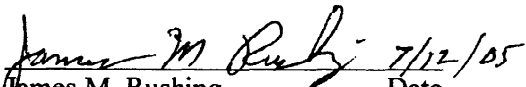
That Portion of Lot 41 of Banbury's Subdivision, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 10, Page 31 of Miscellaneous Records, in the office of the County Recorder of said County, bounded and described as follows:

**COMMENCING** at the southeasterly corner of said lot 41; thence North 00°33'19" West 24.00 feet along the easterly line of said Lot 41; thence South 89°30'27" West 5.68 feet along a line parallel with the southerly line of said Lot 41, said parallel line also being the northerly line of California Boulevard, to the **TRUE POINT OF BEGINNING**; thence continuing westerly South 89°30'27" West 4.00 feet along said parallel line; thence South 00°33'19" East 3.00 feet along a line parallel with the easterly line of said Lot 41; thence North 89°30'27' East 4.00 feet; thence North 00°33'19" West 3.00 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel of land has an area of approximately 12.0 square feet.

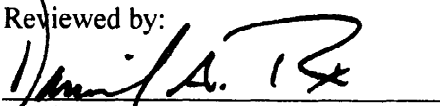
Said Sign Agreement for sign column and foundation at that portion of lot 41 of Banbury's Subdivision is shown on City of Pasadena Department of Public Works Drawing No. 5537, Sheet 1 of 1, on file in the Office of said department of said city.

Legal description prepared, checked and approved:  
Paragon Partners Ltd.  
5762 Bolsa Ave., Suite 201  
Huntington Beach, CA 92649  
714-379-3376

  
James M. Rushing      Date 7/12/05  
R.C.E. 28219      Exp. 03/31/06

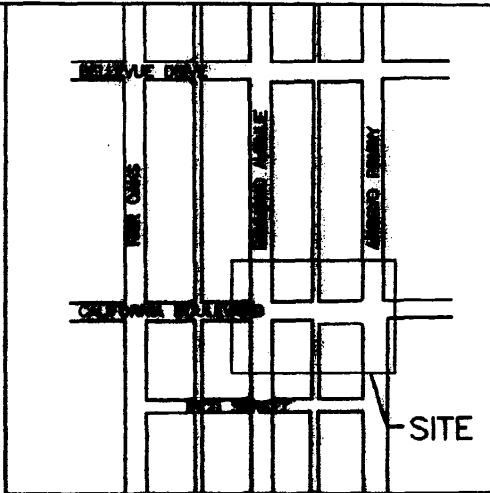


Reviewed by:

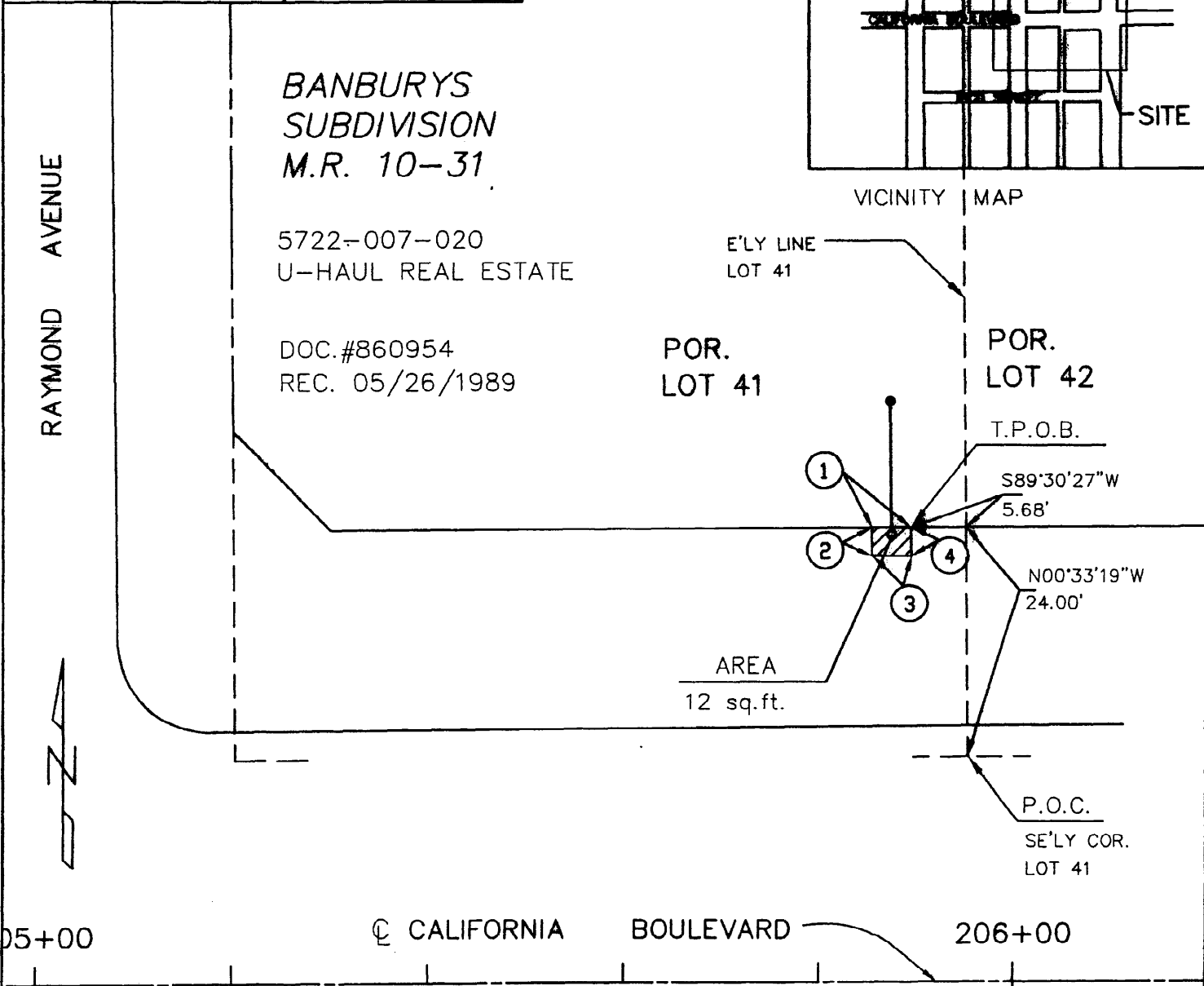
  
Daniel A. Rix  
City Engineer

DATA TABLE		
(No)	BEARING	LENGTH
1	S89°30'27"W	4.00'
2	S00°33'19"E	3.00'
3	N89°30'27"E	4.00'
4	N00°33'19"W	3.00'

# EXHIBIT B



VICINITY MAP



BANBURYS  
SUBDIVISION  
M.R. 10-31

5722-007-020  
U-HAUL REAL ESTATE

DOC.#860954  
REC. 05/26/1989

POR.  
LOT 41

POR.  
LOT 42

T.P.O.B.

S89°30'27"W  
5.68'

N00°33'19"W  
24.00'

AREA  
12 sq.ft.

P.O.C.  
SE'LY COR.  
LOT 41

05+00

☉ CALIFORNIA

BOULEVARD

206+00

**LEGEND**



INDICATES SIGN AGREEMENT AREA

**CITY OF PASADENA - DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: PARAGON-PARTNERS (Priv.) CHECKED BY: PARAGON-PARTNERS (Priv.) SUBMITTED BY: ARM FIELD BOOK No. NONE	SIGN AGREEMENT FOR U-HAUL SIGN COLUMN & FOUNDATION AT 524 SOUTH RAYMOND AVENUE APPROVED BY: <i>[Signature]</i> CITY ENGINEER	SCALE: 1"= 16' DATE: 01-13-05 <b>5537</b> SHEET 1 OF 1
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*7/13/05*  
DATE



**EXHIBIT "C"**  
**SIGN AGREEMENT**

This agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF PASADENA, a public agency existing under the laws of the State of California (the "City"), AMERCO REAL ESTATE COMPANY ("AREC"), and U-HAUL CO. OF CALIFORNIA ("U-Haul"). The City, AREC, and U-Haul are collectively referred to below as the "Parties".

**RECITALS**

The City filed a complaint in eminent domain on July 23, 2004 to acquire the fee simple title to certain property (the "Subject Property"). The Subject Property is a portion of the real property identified as Los Angeles County Assessor Parcel No. 5722-007-020 (the "Larger Parcel"). The address of the Larger Parcel is 524 South Raymond Avenue, Pasadena, California.

The Subject Property is more specifically identified and described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference.

AREC is the fee owner of the Subject Property and Larger Parcel.

U-Haul operates a rental, retail sales, and self-storage business (the "Business") on the Subject Property and Larger Parcel.

AREC owns and maintains an on-site advertising sign (the "Sign") that is located on the Subject Property. U-Haul uses the Sign for advertising the Business. The parties acknowledge that the Sign is currently a legal non-conforming sign under the Pasadena Municipal Code.

The Parties are entering into this Agreement so that the Sign may be maintained on the Subject Property, subject to the provisions set forth below.

The area subject to this Agreement is referred to below as the "Sign Area," and is identified in Exhibits "B" and "C" and depicted in a computer generated rendering in Exhibit "D". The Parties acknowledge that the approval of this Agreement preserves the Sign's value and any value that the Sign contributes to the Subject Property, the Larger Parcel and the Business, including but not limited to, business goodwill. The Parties have inspected the plans and a computer generated depiction of the City's California Boulevard widening project (the "Project") and the Parties agree that the Project as planned and depicted preserves the Sign's value and any value that the Sign contributes to the Subject Property, the Larger Parcel and the Business, including but not limited to, business goodwill. Nothing in this agreement shall impair AREC and/or U-Haul's rights to seek compensation related to any future City improvements and/or actions that may damage the Sign and/or reduce its visibility.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

### **AGREEMENT**

1. **Term.** The term of this Agreement begins on the date that the City takes actual possession of the Subject Property (the "Commencement Date") and shall end on the earlier of the date that (i) the Business ceases to operate on the Larger Parcel or (ii) as otherwise provided herein.

2. **Use.** AREC and U-Haul shall maintain and operate the Sign in conformance with the Pasadena Municipal Code as an advertisement for the Business. No change shall be made by AREC and U-Haul in the use of the Sign Area, without the prior written consent of the City (which consent may be withheld by the City in its sole discretion). AREC and U-Haul agree that they will not construct any improvements on the Sign Area, without the prior written consent of the City (which consent may be withheld by the City in its sole discretion). AREC and U-Haul may, however, change the messages contained in the changeable reader board located on the Sign at any time. The right to change the messages contained in the reader board does not confer the right to change or modify in any way the remainder of the Sign, unless said change and/or modification complies with paragraph 4 of this Agreement.

3. **Assignment, Transfer, or Conveyance.** AREC and U-Haul may assign, transfer or convey their rights under this Agreement without the prior written consent of the City, to any person or entity who at the time of the assignment, conveyance, or transfer is engaged in or intends to be engaged in or to use the Larger Parcel in a substantially similar business as the Business, which includes the Larger Parcel's use as a rental, retail sales, and storage facility. Nothing in this paragraph and/or Agreement shall constitute a waiver nor free AREC, U-Haul and its assignees from the duty to comply at all times with the provision set forth in paragraph 4 of this Agreement and the Pasadena Municipal Code.

4. **Compliance with Laws.** AREC and U-Haul, at their expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules, orders, including, but not limited to Pasadena Municipal Code Sections 17.72.010 et al. that apply to the Sign as a legal non-conforming sign, and with respect to the use of the Sign Area now or hereinafter in effect including, but not limited to any and all modifications, changes, and alterations that AREC and U-Haul may seek to undertake related to the Sign.

5. **Surrender.** In the event that this Agreement terminates pursuant to its terms, AREC and U-Haul shall immediately vacate and surrender the Sign Area to the City. Upon termination of this Agreement, AREC and U-Haul will be responsible for the cost of removing all personal property or fixtures owned or brought on the Sign Area by them, including the Sign. Termination of this Agreement shall not release AREC and U-Haul, or their legal representatives, successors or assignees, from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to AREC and U-Haul's vacating and surrendering the Sign Area to the City.

6. Taxes. During the term of this Agreement, AREC and U-Haul shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority against the Sign Area and/or any personal property, fixtures or equipment of AREC and U-Haul used in connection therewith.

7. Maintenance and Repair. AREC and U-Haul at their sole expense, shall maintain the Sign Area in a first-class condition during the term of this Agreement and shall perform all maintenance of the portions of the Sign within the Sign Area as necessary to keep the Sign Area in good and safe order and condition, to the City's satisfaction. All maintenance shall be performed in conformance with the Pasadena Municipal Code.

8. Breach. Should AREC and U-Haul breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained where such breach or failure continues for a period of five (5) business days following written notice to AREC and U-Haul, then, in addition to any other available rights and remedies, the City at its option may:

- (a) perform any necessary or appropriate corrective work at AREC and U-Haul's expense, which shall be paid to the City upon demand (provided, however, in case of an emergency, the City need not provide written notice prior to performing such corrective work), or
- (b) immediately terminate and at any time thereafter, recover possession of the Sign Area or any part thereof, and expel and remove therefrom AREC, U-Haul, and any other person occupying the Sign Area by lawful means, and possess and enjoy the Sign Area, without prejudice to any of the other remedies that the City may have under this Agreement, at law or equity by reason of AREC and U-Haul's default or of such termination.

9. Indemnification. AREC and U-Haul, on behalf of themselves and their successors and assigns, agree to indemnify, defend (by counsel satisfactory to the City), and hold harmless the City and its subsidiaries, public officials, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of AREC and U-Haul, or their officers, directors, affiliates, employees, agents, customers, visitors, invitees, contractors or anyone directly or indirectly for whose acts AREC and U-Haul are liable or responsible (collectively, "Personnel") in connection with the Sign Area or arising from the presence upon or performance of activities by AREC and U-Haul or their Personnel with respect to the Sign Area, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of AREC, U-Haul, or their Personnel, and (iii) non-performance or breach by AREC, U-Haul, or their Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter, or (iv) any activity use or performance by AREC, U-Haul or their Personnel on the Sign Area, improvements thereon,

including, but not limited to the Sign, including its design or modification, its security, its condition, and its maintenance or repair.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. The provisions of this section shall survive the termination of this Agreement.

10. Insurance. Prior to the commencement of this Agreement, AREC and U-Haul shall procure, and shall maintain in full force and effect during the term of this Agreement, and any extension thereof, a policy of comprehensive general liability insurance, on such terms and in such amounts as are satisfactory to the City and written by a company approved by the City.

The policy shall include any of the following coverage, as required by the City: (a) comprehensive general liability insurance with minimal combined single limits of \$1,000,000 including: (1) premises/operations; (2) products/completed operations; (3) contractors protective; and (4) personal injury coverage; (b) comprehensive automobile liability insurance with combined single limits of \$100,000 for each occurrence, and with coverage for non-owned vehicles; and (c) statutory Workers' Compensation and employer liability insurance.

The policy shall state that it affords primary coverage and shall insure the City against any loss or liability of any nature pursuant to the above indemnity agreement, or on account of property damage sustained by, or personal injury to or death of, any person arising out of, or in connection with, or occurring during, any activity or performance under this Agreement or use of said Sign Area, including all costs of defending any such claim.

In addition, AREC or U-Haul shall obtain and maintain insurance coverage insuring against damage or loss to the Sign.

The City reserves the right to increase or decrease the above coverage within 5 business days' written notice to AREC and U-Haul.

Within 10 business days of entering into Agreement, AREC and U-Haul shall file with the City a Certificate of Insurance, on a City-approved form, certifying that the above insurance coverage shall remain in effect at all times during the term of this Agreement, or any extension thereof. The City of Pasadena, its Board of Directors, officers and employees shall be named as additional insureds on all policies of liability insurance. All insurance policies shall bear endorsements providing that the policies cannot be canceled or modified without thirty (30) days prior written notice. No certificate shall be approved if it contains "best effort" modifiers, or if it relieves the insurer from the responsibility to give such notice.

In the absence of satisfactory insurance, the City may, at its option, (1) procure insurance with collection rights for premium, attorney's fees and costs against AREC and U-Haul; (2) immediately terminate this Agreement; or (3) self insure the risk with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectable from AREC and U-Haul.

11. Hazardous/Toxic Materials. AREC and U-Haul shall use the Sign Area in compliance with, and shall not cause or permit the Sign Area to be in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to AREC, U-Haul, or the Sign Area (“Environmental Laws”). Except as may otherwise be agreed in writing by the City, AREC and U-Haul shall not cause or permit, or allow any Personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the Sign Area. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, “Hazardous Materials” means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

12. Acceptance of Sign Area. AREC and U-Haul have reviewed the Project plans and computer generated depictions of the Project and agree to accept the Sign Area in its “as is” condition subject to AREC and U-Haul’s inspection of the Sign Area within 15 days of receiving written confirmation from the City alerting AREC and U-Haul of the completion of the Project. If AREC and U-Haul do not provide the City a written notice regarding AREC and U-Haul’s concerns regarding the condition of the Sign Area within 15 days of receiving the referenced written confirmation from the City, AREC and U-Haul shall conclusively accept the Sign Area in its “as is” condition.

AREC and U-Haul agree that its duly designated representatives will examine the Sign Area within 15 days of receiving written confirmation from the City alerting AREC and U-Haul of the completion of the Project. AREC and U-Haul shall inform the City in writing of any and all concerns that AREC and U-Haul may have regarding the condition of the Sign Area and any concerns AREC and U-Haul may have regarding the Project and the Sign’s visibility. Upon receipt of AREC and U-Haul’s written notice, the City shall work with AREC and U-Haul to address the stated concerns. If the Parties agree that the Project did not impact the Sign Area, AREC and U-Haul shall accept the use of the Sign Area with the conditions thereof, and AREC and U-Haul agree that the City shall not be liable for any loss, injury to persons or property damage that are caused by or resulting from the construction of the Project improvements. If AREC and U-Haul do not provide the City a written notice regarding AREC and U-Haul’s concerns regarding the condition of the Sign Area, AREC and U-Haul shall conclusively accept the use of the Sign Area with the conditions thereof, and AREC and U-Haul agree that the City shall not be liable for any loss, injury to persons or property damage that are caused by the construction of the Project improvements.

13. Assumption of Risk. AREC and U-Haul shall exercise their privileges hereunder at their own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Agreement, and the use of the Sign Area and improvements thereon, including the Sign.

14. Notices. All notices and demands which any party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth below. Either

party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided.

To City: Pasadena Department of Public Works  
280 Ramona Street  
Pasadena, CA 91101  
ATTN: Bonnie L. Hopkins, P.E.

To AREC: Amerco Real Estate Company  
2727 North Central Avenue  
Suite 500  
Phoenix, AZ 85004  
ATTN: Cheryl Colbert

To U-Haul: U-Haul International  
2727 North Central Avenue  
Suite 500  
Phoenix, AZ 85004  
ATTN: Janette Baranski

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

15. Assignment. This Agreement is personal to AREC and U-Haul except as otherwise expressly provided in paragraph 3. AREC and U-Haul shall not otherwise assign or transfer (whether voluntary or involuntary) their rights under this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed except as permitted by paragraph 3, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give the City the right to immediately terminate this Agreement.

16. Restriction. AREC and U-Haul agree to place no other facilities or improvements within the Sign Area, other than the Sign without written consent of the City.

17. Non-Exclusive Use. AREC and U-Haul's use of the Sign Area is not exclusive and the City specifically reserves the right to enter and use the Sign Area in the exercise of its powers.

18. No Estate. This Agreement does not give AREC and U-Haul any real property interest, title, or estate, whether legal or equitable, prescriptive or otherwise, in the Sign Area. Neither a partnership nor a joint venture is in any way intended by this Agreement. AREC and U-Haul agree that they will not claim at any time any real property interest, title, or estate in the Sign Area by virtue of this Agreement or by virtue of their use or expenditures under this Agreement. The Agreement only grants AREC and U-Haul a contractual right to use the Sign Area pursuant to the terms set forth in this Agreement.

19. Abandonment. Should AREC or U-Haul at any time abandon the use of the Sign Area, or any part thereof, and/or the maintenance and operation of the Sign, or fail at any time for a continuous period of (30) days to use the Sign Area for the purposes contemplated herein, then this Agreement shall terminate, and in addition to any other rights or remedies, the City shall immediately be entitled to exclusive use and possession of the Sign Area, without the encumbrance of this Agreement.

20. Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

21. Interpretation:

- A. Governing Law: This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed by the laws of the State of California.
- B. Entire Agreement: This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).
- C. Written Amendment: This Agreement may be changed by written amendment signed by AREC, U-Haul, and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall have no force or effect.
- D. Severability: If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

22. Nondiscrimination. AREC and U-Haul certify and agree that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Sign Area are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

23. AREC and U-Haul's Representations. AREC and U-Haul hereby represent and warrant to the City that: (a) they are the owner and occupant of the Subject Property and that there are no other parties that own an interest, either to the fee or a leasehold interest, in the Subject Property; (b) they have not made any assignment, sublease, transfer, conveyance or other

disposition or interest in the Subject Property, and there is no other tenant, subtenant or other person claiming any right of possession, occupancy or use of the Sign Area; (c) they have all necessary right, title, power and authority to enter into this Agreement and to perform its terms; and (d) this Agreement has been duly executed and delivered and constitutes their valid and binding obligation is enforceable against them in accordance with its terms.

24. Waiver. AREC and U-Haul expressly acknowledge and agree that (a) they hereby waive, in connection with the Agreement, any and all rights to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., the California Relocation Assistance Law, as amended, California Government Code § 7260 et seq., California Eminent Domain Law (California Code of Civil Procedure § 1230.010 et seq.), and/or under any other eminent domain or similar law now or hereafter in effect, except for the \$230,000 that the parties have agreed to as the compensation owed for the acquisition of the Subject Property; and (b) they shall not be entitled to any compensation as a result of the City's termination of this Agreement as authorized by this Agreement, and (c) nothing in this Agreement shall create, or otherwise give rise to, any rights for AREC and U-Haul to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the foregoing laws, all of which rights are hereby waived and relinquished by them. The Parties agree that the foregoing waiver does not relate to any future City improvements or actions. (Nothing in this agreement shall impair AREC and/or U-Haul's rights to seek compensation related to any future City improvements and/or actions that may damage the Sign and/or reduce its visibility.)



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Dated: \_\_\_\_\_ CITY OF PASADENA

ATTEST: \_\_\_\_\_  
City Clerk  
By: \_\_\_\_\_  
Cynthia Kurtz, City Manager

AMERCO REAL ESTATE COMPANY

By: \_\_\_\_\_  
Carlos Vizcarra, President

U-Haul Co. of California

By: \_\_\_\_\_  
Jennifer Settles, Secretary

Approved as to form:

\_\_\_\_\_  
Nicholas George Rodriguez  
Assistant City Attorney

**SIGN AGREEMENT**

This agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF PASADENA, a public agency existing under the laws of the State of California (the "City"), AMERCO REAL ESTATE COMPANY ("AREC"), and U-HAUL CO. OF CALIFORNIA ("U-Haul"). The City, AREC, and U-Haul are collectively referred to below as the "Parties".

**RECITALS**

The City filed a complaint in eminent domain on July 23, 2004 to acquire the fee simple title to certain property (the "Subject Property"). The Subject Property is a portion of the real property identified as Los Angeles County Assessor Parcel No. 5722-007-020 (the "Larger Parcel"). The address of the Larger Parcel is 524 South Raymond Avenue, Pasadena, California.

The Subject Property is more specifically identified and described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference.

AREC is the fee owner of the Subject Property and Larger Parcel.

U-Haul operates a rental, retail sales, and self-storage business (the "Business") on the Subject Property and Larger Parcel.

AREC owns and maintains an on-site advertising sign (the "Sign") that is located on the Subject Property. U-Haul uses the Sign for advertising the Business. The parties acknowledge that the Sign is currently a legal non-conforming sign under the Pasadena Municipal Code.

The Parties are entering into this Agreement so that the Sign may be maintained on the Subject Property, subject to the provisions set forth below.

The area subject to this Agreement is referred to below as the "Sign Area," and is identified in Exhibits "B" and "C" and depicted in a computer generated rendering in Exhibit "D". The Parties acknowledge that the approval of this Agreement preserves the Sign's value and any value that the Sign contributes to the Subject Property, the Larger Parcel and the Business, including but not limited to, business goodwill. The Parties have inspected the plans and a computer generated depiction of the City's California Boulevard widening project (the "Project") and the Parties agree that the Project as planned and depicted preserves the Sign's value and any value that the Sign contributes to the Subject Property, the Larger Parcel and the Business, including but not limited to, business goodwill. Nothing in this agreement shall impair AREC and/or U-Haul's rights to seek compensation related to any future City improvements and/or actions that may damage the Sign and/or reduce its visibility.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

### AGREEMENT

1. Term. The term of this Agreement begins on the date that the City takes actual possession of the Subject Property (the "Commencement Date") and shall end on the earlier of the date that (i) the Business ceases to operate on the Larger Parcel or (ii) as otherwise provided herein.

2. Use. AREC and U-Haul shall maintain and operate the Sign in conformance with the Pasadena Municipal Code as an advertisement for the Business. No change shall be made by AREC and U-Haul in the use of the Sign Area, without the prior written consent of the City (which consent may be withheld by the City in its sole discretion). AREC and U-Haul agree that they will not construct any improvements on the Sign Area, without the prior written consent of the City (which consent may be withheld by the City in its sole discretion). AREC and U-Haul may, however, change the messages contained in the changeable reader board located on the Sign at any time. The right to change the messages contained in the reader board does not confer the right to change or modify in any way the remainder of the Sign, unless said change and/or modification complies with paragraph 4 of this Agreement.

3. Assignment, Transfer, or Conveyance. AREC and U-Haul may assign, transfer or convey their rights under this Agreement without the prior written consent of the City, to any person or entity who at the time of the assignment, conveyance, or transfer is engaged in or intends to be engaged in or to use the Larger Parcel in a substantially similar business as the Business, which includes the Larger Parcel's use as a rental, retail sales, and storage facility. Nothing in this paragraph and/or Agreement shall constitute a waiver nor free AREC, U-Haul and its assignees from the duty to comply at all times with the provision set forth in paragraph 4 of this Agreement and the Pasadena Municipal Code.

4. Compliance with Laws. AREC and U-Haul, at their expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules, orders, including, but not limited to Pasadena Municipal Code Sections 17.72.010 et al. that apply to the Sign as a legal non-conforming sign, and with respect to the use of the Sign Area now or hereinafter in effect including, but not limited to any and all modifications, changes, and alterations that AREC and U-Haul may seek to undertake related to the Sign.

5. Surrender. In the event that this Agreement terminates pursuant to its terms, AREC and U-Haul shall immediately vacate and surrender the Sign Area to the City. Upon termination of this Agreement, AREC and U-Haul will be responsible for the cost of removing all personal property or fixtures owned or brought on the Sign Area by them, including the Sign. Termination of this Agreement shall not release AREC and U-Haul, or their legal representatives, successors or assignees, from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events occurring prior to AREC and U-Haul's vacating and surrendering the Sign Area to the City.

6. Taxes. During the term of this Agreement, AREC and U-Haul shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority against the Sign Area and/or any personal property, fixtures or equipment of AREC and U-Haul used in connection therewith.

7. Maintenance and Repair. AREC and U-Haul at their sole expense, shall maintain the Sign Area in a first-class condition during the term of this Agreement and shall perform all maintenance of the portions of the Sign within the Sign Area as necessary to keep the Sign Area in good and safe order and condition, to the City's satisfaction. All maintenance shall be performed in conformance with the Pasadena Municipal Code.

8. Breach. Should AREC and U-Haul breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained where such breach or failure continues for a period of five (5) business days following written notice to AREC and U-Haul, then, in addition to any other available rights and remedies, the City at its option may:

- (a) perform any necessary or appropriate corrective work at AREC and U-Haul's expense, which shall be paid to the City upon demand (provided, however, in case of an emergency, the City need not provide written notice prior to performing such corrective work), or
- (b) immediately terminate and at any time thereafter, recover possession of the Sign Area or any part thereof, and expel and remove therefrom AREC, U-Haul, and any other person occupying the Sign Area by lawful means, and possess and enjoy the Sign Area, without prejudice to any of the other remedies that the City may have under this Agreement, at law or equity by reason of AREC and U-Haul's default or of such termination.

9. Indemnification. AREC and U-Haul, on behalf of themselves and their successors and assigns, agree to indemnify, defend (by counsel satisfactory to the City), and hold harmless the City and its subsidiaries, public officials, officers, commissioners, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of AREC and U-Haul, or their officers, directors, affiliates, employees, agents, customers, visitors, invitees, contractors or anyone directly or indirectly for whose acts AREC and U-Haul are liable or responsible (collectively, "Personnel") in connection with the Sign Area or arising from the presence upon or performance of activities by AREC and U-Haul or their Personnel with respect to the Sign Area, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of AREC, U-Haul, or their Personnel, and (iii) non-performance or breach by AREC, U-Haul, or their Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter, or (iv) any activity use or performance by AREC, U-Haul or their Personnel on the Sign Area, improvements thereon,

including, but not limited to the Sign, including its design or modification, its security, its condition, and its maintenance or repair.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. The provisions of this section shall survive the termination of this Agreement.

10. Insurance. Prior to the commencement of this Agreement, AREC and U-Haul shall procure, and shall maintain in full force and effect during the term of this Agreement, and any extension thereof, a policy of comprehensive general liability insurance, on such terms and in such amounts as are satisfactory to the City and written by a company approved by the City.

The policy shall include any of the following coverage, as required by the City: (a) comprehensive general liability insurance with minimal combined single limits of \$1,000,000 including: (1) premises/operations; (2) products/completed operations; (3) contractors protective; and (4) personal injury coverage; (b) comprehensive automobile liability insurance with combined single limits of \$100,000 for each occurrence, and with coverage for non-owned vehicles; and (c) statutory Workers' Compensation and employer liability insurance.

The policy shall state that it affords primary coverage and shall insure the City against any loss or liability of any nature pursuant to the above indemnity agreement, or on account of property damage sustained by, or personal injury to or death of, any person arising out of, or in connection with, or occurring during, any activity or performance under this Agreement or use of said Sign Area, including all costs of defending any such claim.

In addition, AREC or U-Haul shall obtain and maintain insurance coverage insuring against damage or loss to the Sign.

The City reserves the right to increase or decrease the above coverage within 5 business days' written notice to AREC and U-Haul.

Within 10 business days of entering into Agreement, AREC and U-Haul shall file with the City a Certificate of Insurance, on a City-approved form, certifying that the above insurance coverage shall remain in effect at all times during the term of this Agreement, or any extension thereof. The City of Pasadena, its Board of Directors, officers and employees shall be named as additional insureds on all policies of liability insurance. All insurance policies shall bear endorsements providing that the policies cannot be canceled or modified without thirty (30) days prior written notice. No certificate shall be approved if it contains "best effort" modifiers, or if it relieves the insurer from the responsibility to give such notice.

In the absence of satisfactory insurance, the City may, at its option, (1) procure insurance with collection rights for premium, attorney's fees and costs against AREC and U-Haul; (2) immediately terminate this Agreement; or (3) self insure the risk with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectable from AREC and U-Haul.

11. Hazardous/Toxic Materials. AREC and U-Haul shall use the Sign Area in compliance with, and shall not cause or permit the Sign Area to be in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to AREC, U-Haul, or the Sign Area ("Environmental Laws"). Except as may otherwise be agreed in writing by the City, AREC and U-Haul shall not cause or permit, or allow any Personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the Sign Area. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

12. Acceptance of Sign Area. AREC and U-Haul have reviewed the Project plans and computer generated depictions of the Project and agree to accept the Sign Area in its "as is" condition subject to AREC and U-Haul's inspection of the Sign Area within 15 days of receiving written confirmation from the City alerting AREC and U-Haul of the completion of the Project. If AREC and U-Haul do not provide the City a written notice regarding AREC and U-Haul's concerns regarding the condition of the Sign Area within 15 days of receiving the referenced written confirmation from the City, AREC and U-Haul shall conclusively accept the Sign Area in its "as is" condition.

AREC and U-Haul agree that its duly designated representatives will examine the Sign Area within 15 days of receiving written confirmation from the City alerting AREC and U-Haul of the completion of the Project. AREC and U-Haul shall inform the City in writing of any and all concerns that AREC and U-Haul may have regarding the condition of the Sign Area and any concerns AREC and U-Haul may have regarding the Project and the Sign's visibility. Upon receipt of AREC and U-Haul's written notice, the City shall work with AREC and U-Haul to address the stated concerns. If the Parties agree that the Project did not impact the Sign Area, AREC and U-Haul shall accept the use of the Sign Area with the conditions thereof, and AREC and U-Haul agree that the City shall not be liable for any loss, injury to persons or property damage that are caused by or resulting from the construction of the Project improvements. If AREC and U-Haul do not provide the City a written notice regarding AREC and U-Haul's concerns regarding the condition of the Sign Area, AREC and U-Haul shall conclusively accept the use of the Sign Area with the conditions thereof, and AREC and U-Haul agree that the City shall not be liable for any loss, injury to persons or property damage that are caused by the construction of the Project improvements.

13. Assumption of Risk. AREC and U-Haul shall exercise their privileges hereunder at their own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Agreement, and the use of the Sign Area and improvements thereon, including the Sign.

14. Notices. All notices and demands which any party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth below. Either

party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided.

To City: Pasadena Department of Public Works  
280 Ramona Street  
Pasadena, CA 91101  
ATTN: Bonnie L. Hopkins, P.E.

To AREC: Amerco Real Estate Company  
2727 North Central Avenue  
Suite 500  
Phoenix, AZ 85004  
ATTN: Cheryl Colbert

To U-Haul: U-Haul International  
2727 North Central Avenue  
Suite 500  
Phoenix, AZ 85004  
ATTN: Janette Baranski

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

15. Assignment. This Agreement is personal to AREC and U-Haul except as otherwise expressly provided in paragraph 3. AREC and U-Haul shall not otherwise assign or transfer (whether voluntary or involuntary) their rights under this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed except as permitted by paragraph 3, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give the City the right to immediately terminate this Agreement.

16. Restriction. AREC and U-Haul agree to place no other facilities or improvements within the Sign Area, other than the Sign without written consent of the City.

17. Non-Exclusive Use. AREC and U-Haul's use of the Sign Area is not exclusive and the City specifically reserves the right to enter and use the Sign Area in the exercise of its powers.

18. No Estate. This Agreement does not give AREC and U-Haul any real property interest, title, or estate, whether legal or equitable, prescriptive or otherwise, in the Sign Area. Neither a partnership nor a joint venture is in any way intended by this Agreement. AREC and U-Haul agree that they will not claim at any time any real property interest, title, or estate in the Sign Area by virtue of this Agreement or by virtue of their use or expenditures under this Agreement. The Agreement only grants AREC and U-Haul a contractual right to use the Sign Area pursuant to the terms set forth in this Agreement.

19. Abandonment. Should AREC or U-Haul at any time abandon the use of the Sign Area, or any part thereof, and/or the maintenance and operation of the Sign, or fail at any time for a continuous period of (30) days to use the Sign Area for the purposes contemplated herein, then this Agreement shall terminate, and in addition to any other rights or remedies, the City shall immediately be entitled to exclusive use and possession of the Sign Area, without the encumbrance of this Agreement.

20. Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

21. Interpretation:

- A. Governing Law: This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed by the laws of the State of California.
- B. Entire Agreement: This Agreement, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).
- C. Written Amendment: This Agreement may be changed by written amendment signed by AREC, U-Haul, and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall have no force or effect.
- D. Severability: If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

22. Nondiscrimination. AREC and U-Haul certify and agree that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Sign Area are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

23. AREC and U-Haul's Representations. AREC and U-Haul hereby represent and warrant to the City that: (a) they are the owner and occupant of the Subject Property and that there are no other parties that own an interest, either to the fee or a leasehold interest, in the Subject Property; (b) they have not made any assignment, sublease, transfer, conveyance or other



disposition or interest in the Subject Property, and there is no other tenant, subtenant or other person claiming any right of possession, occupancy or use of the Sign Area; (c) they have all necessary right, title, power and authority to enter into this Agreement and to perform its terms; and (d) this Agreement has been duly executed and delivered and constitutes their valid and binding obligation is enforceable against them in accordance with its terms.

24. Waiver. AREC and U-Haul expressly acknowledge and agree that (a) they hereby waive, in connection with the Agreement, any and all rights to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., the California Relocation Assistance Law, as amended, California Government Code § 7260 et seq., California Eminent Domain Law (California Code of Civil Procedure § 1230.010 et seq.), and/or under any other eminent domain or similar law now or hereafter in effect, except for the \$230,000 that the parties have agreed to as the compensation owed for the acquisition of the Subject Property; and (b) they shall not be entitled to any compensation as a result of the City's termination of this Agreement as authorized by this Agreement, and (c) nothing in this Agreement shall create, or otherwise give rise to, any rights for AREC and U-Haul to receive any relocation assistance, moving expenses, goodwill or other payments or compensation under the foregoing laws, all of which rights are hereby waived and relinquished by them. The Parties agree that the foregoing waiver does not relate to any future City improvements or actions. (Nothing in this agreement shall impair AREC and/or U-Haul's rights to seek compensation related to any future City improvements and/or actions that may damage the Sign and/or reduce its visibility.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Dated: \_\_\_\_\_ CITY OF PASADENA

ATTEST: By: \_\_\_\_\_  
Cynthia Kurtz, City Manager

\_\_\_\_\_  
City Clerk

AMERCO REAL ESTATE COMPANY

By: \_\_\_\_\_  
Carlos Vizcarra, President

U-Haul Co. of California

By: \_\_\_\_\_  
Jennifer Settles, Secretary

Approved as to form:

\_\_\_\_\_  
Nicholas George Rodriguez  
Assistant City Attorney

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**SIGN AGREEMENT FOR SIGN AND COLUMN FOUNDATION  
ALONG CALIFORNIA BOULEVARD AT 524 SOUTH RAYMOND AVENUE  
APN. 5722-007-020-U-HAUL**

That Portion of Lot 41 of Banbury's Subdivision, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 10, Page 31 of Miscellaneous Records, in the office of the County Recorder of said County, bounded and described as follows:

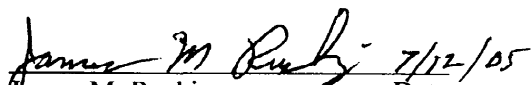
**COMMENCING** at the southeasterly corner of said lot 41; thence North 00°33'19" West 24.00 feet along the easterly line of said Lot 41; thence South 89°30'27" West 5.68 feet along a line parallel with the southerly line of said Lot 41, said parallel line also being the northerly line of California Boulevard, to the **TRUE POINT OF BEGINNING**; thence continuing westerly South 89°30'27" West 4.00 feet along said parallel line; thence South 00°33'19" East 3.00 feet along a line parallel with the easterly line of said Lot 41; thence North 89°30'27" East 4.00 feet; thence North 00°33'19" West 3.00 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel of land has an area of approximately 12.0 square feet.

Said Sign Agreement for sign column and foundation at that portion of lot 41 of Banbury's Subdivision is shown on City of Pasadena Department of Public Works Drawing No. 5537, Sheet 1 of 1, on file in the Office of said department of said city.

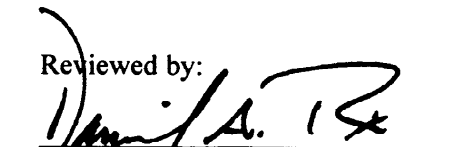
Legal description prepared, checked and approved:

Paragon Partners Ltd.  
5762 Bolsa Ave., Suite 201  
Huntington Beach, CA 92649  
714-379-3376

  
James M. Rushing      Date 7/12/05  
R.C.E. 28219      Exp. 03/31/06

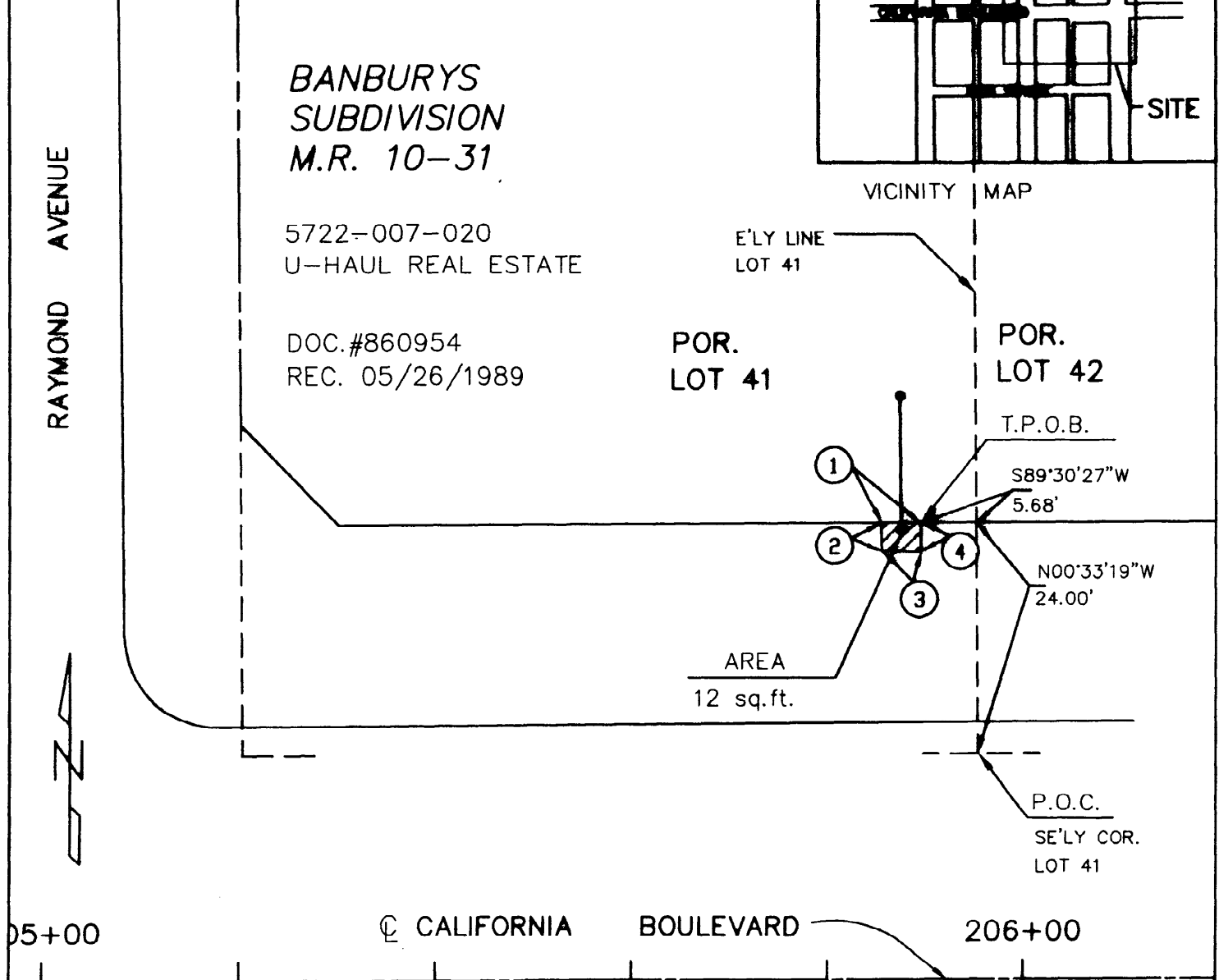
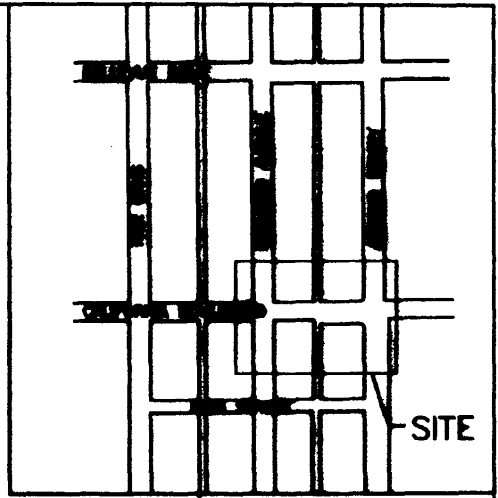


Reviewed by:

  
Daniel A. Rix  
City Engineer

DATA TABLE		
(No)	BEARING	LENGTH
1	S89°30'27"W	4.00'
2	S00°33'19"E	3.00'
3	N89°30'27"E	4.00'
4	N00°33'19"W	3.00'

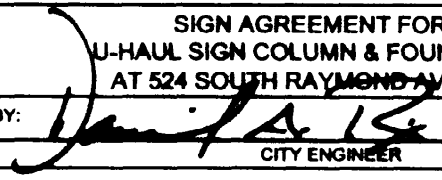
# EXHIBIT B



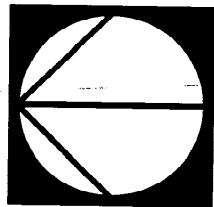
### LEGEND

 INDICATES SIGN AGREEMENT AREA

## CITY OF PASADENA - DEPARTMENT OF PUBLIC WORKS

DRAWN BY: PARAGON-PARTNERS (Pty.)	SIGN AGREEMENT FOR U-HAUL SIGN COLUMN & FOUNDATION AT 524 SOUTH RAYMOND AVENUE	SCALE: 1" = 16'
CHECKED BY: PARAGON-PARTNERS (Pty.)		DATE: 01-13-05
SUBMITTED BY: ARM	APPROVED BY: 	5537 SHEET 1 OF 1
FIELD BOOK No. NONE	CITY ENGINEER	
		7/13/05 DATE

# EXHIBIT C



SCALE: 1"=20'

## LEGEND

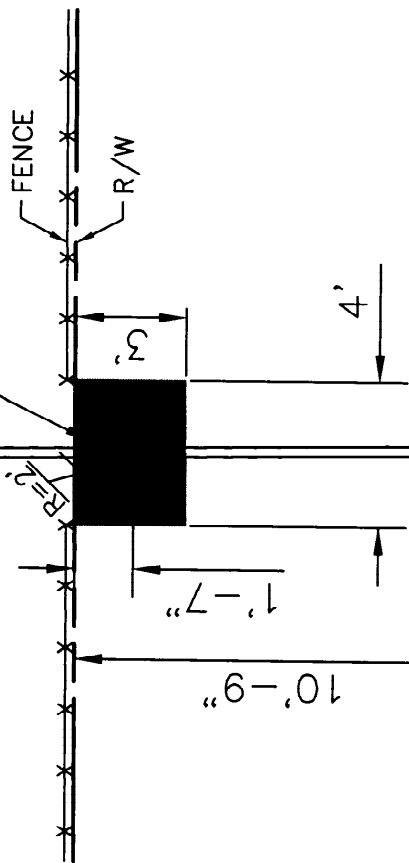
--- RIGHT-OF-WAY LINE

-x-x- FENCE



LICENSE AREA

U-HAUL SIGN  
14" DIA. SIGN COLUMNS



SEE DETAIL "A"  
DETAIL "A"  
NOT TO SCALE

PROPOSED FENCE  
EXISTING FENCE

R/W

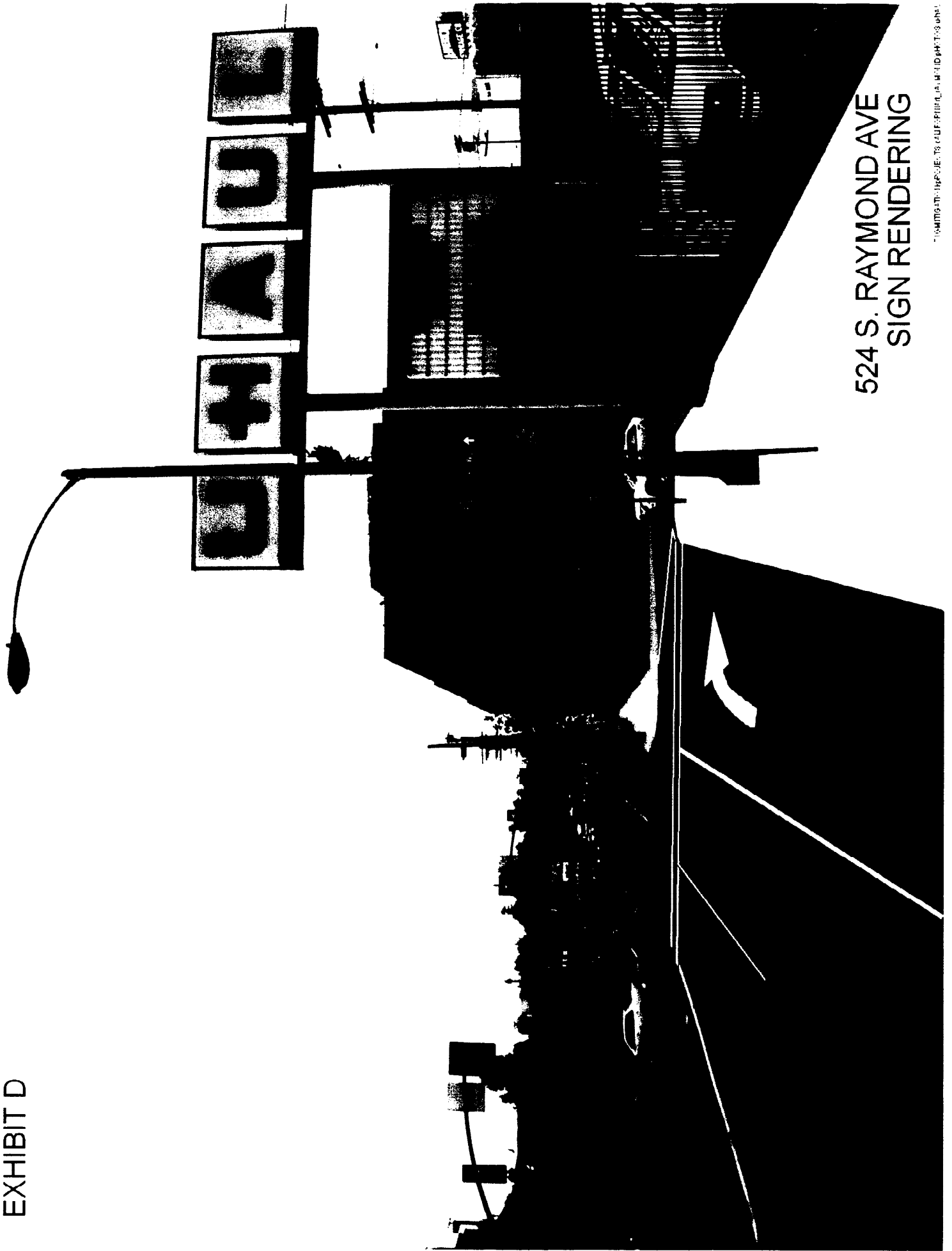
PROPOSED CURB AND GUTTER

CALIFORNIA BOULEVARD

EXISTING CURB AND GUTTER

524 S. RAYMOND AVE  
FENCE DETAIL

EXHIBIT D



524 S. RAYMOND AVE  
SIGN RENDERING