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October 11, 2022

VIA E-MAIL

City of El Paso de Robles Planning Commission

Attn:

Mark Koegler, Chairperson
Field Gibson, Chairperson Pro-Tem
Ty Christensen, Commissioner
Robert Covarrubias, Commissioner
Sheree Davis, Commissioner
Roberta Jorgensen, Commissioner
Joel Neel, Commissioner

E-Mail: planning@prcity.com

Re: Peterbuilt (022-0017 / PD22-02 / RZN22-03 / CUP 22-16) - October 11, 2022
Planning Commission Agenda Item No. 2 - Public Comment

Dear Ladies and Gentlemen:

This firm represents Outfront Media LLC (“Outfront”) which owns and operates an outdoor advertising sign (“Sign”) on the property located at 2805 Theatre Dr. Paso Robles, CA 93446 (the “Property”) which is the subject of the above-referenced agenda item (the “Project”). I hereby submit this comment regarding the Project on behalf of Outfront.

Outfront has been a long-term owner and operator of the Sign and has maintained a positive and mutually beneficial relationship with the owner of the Property (“Owner”). It is Outfront’s understanding that as a condition for developing the Property through the Project, the City of El Paso de Robles (the “City”) has indicated that it will require removal of the Sign, in connection with the widening of the right of way, requiring the City to take Outfront’s interest in the Property. Due to the ongoing and positive relationship with Owner, absent such a taking from the City, Outfront would continue to operate the Sign on the Property.

To the extent that the City requires removal of the Sign in connection with the Project and the widening of the right of way, Outfront is entitled to just compensation under the state’s Outdoor Advertising Act (Bus. & Prof. Code § 5200 et seq.), the state’s Eminent Domain laws and due to Outfront’s loss of goodwill.

Section 5412 of the Act, which governs the payment of just compensation and codifies important constitutional principles, provides in pertinent part that:

[N]o sign that was lawfully erected *anywhere* within the state *shall be compelled to be removed*, nor shall its customary maintenance or use be limited, whether or not the . . . limitation is pursuant to or because of this chapter or any other law, ordinance, or regulation, *without payment of just compensation as defined in the Eminent Domain Law*

This section *applies* to all displays which were lawfully erected in compliance with state laws and local ordinances in effect when the displays were erected if the displays were in existence on November 6, 1978, or lawfully erected after November 6, 1978, *regardless of whether the displays have become nonconforming or have been provided an amortization period.*

(Emph. added; also see 23 USC § 131(g) [“just compensation shall be paid upon the removal of *any* outdoor advertising sign,” emph. added, potentially giving rise to federal claims].)

Section 5412.6 of the Act further provides:

The requirement by a governmental entity that a lawfully erected display be removed as a condition or prerequisite for the issuance or continued effectiveness of a permit, license, or other approval for any use, structure, development, or activity other than a display constitutes a compelled removal requiring compensation under Section 5412, unless the permit, license, or approval is requested for the construction of a building or structure which cannot be built without physically removing the display.

(Emphasis added.)

Finally, under Code of Civil Procedure section 1263.510, a business owner is entitled to compensation for loss of goodwill if the real property on which the business is operated is taken. (See also *Los Angeles Unified School District v. Pulgarin* (2009) 175 Cal.App.4th 101, 102-03.) To the extent the City requires Outfront to remove its Sign and takes a portion of the Property for its right of way as a condition of approval of this Project, Outfront will suffer a loss of goodwill, which must be compensated under Section 1263.510.

Outfront submits this comment regarding the Project and the City’s condition demanding removal of the sign for the City’s right of way in order to provide the Planning Commission notice of Outfront’s rights and to preserve its right to seek just compensation in the event the Sign is compelled to be removed.

To discuss this matter further, please contact me directly.

Very truly yours,

MILLER STARR REGALIA

A handwritten signature in blue ink that reads "Tony Leones". The signature is written in a cursive, flowing style.

Anthony M. Leones

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