

**FIRST AMENDED  
CONSOLIDATED AND RESTATED  
BILLBOARD RELOCATION  
AGREEMENT  
(NOVEMBER 2023)**

between

**THE CITY OF CORONA**  
a California municipal corporation

and

**LAMAR CENTRAL OUTDOOR, LLC**  
a Delaware limited liability company

[Dated as of November 01, 2023, for reference purposes only]

## 1. PARTIES.

This Consolidated and Restated Billboard Relocation Agreement (2023) (“Agreement”) is made this 1st day of November, 2023, Lamar Central Outdoor, LLC a Delaware limited liability company, a.k.a. The Lamar Companies, a.k.a. Lamar Advertising Company (“Company”), and the City of Corona, a California municipal corporation organized and existing under the laws of the State of California (“City”). Company and City are sometimes referred to individually as “Party” and collectively as “Parties” in this Agreement.

## 2. RECITALS.

2.1. Agreement. City and Company entered into a Billboard Relocation Agreement on or about November 1, 2006 (“Lamar Agreement”), whereby City authorized Company to relocate specific billboards to specific new locations, as well as construct certain sign faces on relocated billboards as Changeable Message Boards and apply to modify other sign faces on existing billboards as Changeable Message Boards.

2.2 First Amendment to Lamar Agreement. City and Company entered into a First Amendment to the Lamar Agreement on or about September 17, 2008 (“First Amendment”), whereby City and Company agreed to amend the Lamar Agreement to allow the Relocated Boards to be placed at locations not originally contemplated by the Lamar Agreement, as some sites were unavailable for legal or practical reasons.

2.3 Second Amendment to Lamar Agreement. City and Company entered into a Second Amendment to the Lamar Agreement on or about November 3, 2010 (“Second Amendment”), whereby City and Company agreed to relocate one (1) additional existing billboard to a new location, with no Changeable Message Board rights.

2.4 Third Amendment to Lamar Agreement. City and Company entered into a Third Amendment to the Lamar Agreement to allow Company to change the location of the second Relocated Billboard in the Lamar Agreement from the 91 Freeway at Greenriver Road (APN 101-140-013), which was relocated from the same location, to the 91 Freeway at Pomona Road (APN 102-280-031), which was relocated from the I-15 at Magnolia Ave (APN 107-080-051), and to allow Company to convert the billboard at the 91 Freeway at Greenriver Road (APN 101-140-013) back to a static billboard.

2.5 Collective Lamar Agreement. The Lamar Agreement, the First Amendment to the Lamar Agreement, the Second Amendment to the Lamar Agreement and the Third Amendment to the Lamar Agreement shall be collectively referred to as the “Lamar Agreement” throughout this Agreement.

2.6 Assignment and Assumption of Empire Agreement by Lamar. City and Empire Outdoor Advertising, LLC (“Empire”) entered into a Billboard Relocation Agreement on or about July 18, 2012 (“Empire Agreement”), whereby City authorized Empire to relocate specific billboards to specific new locations, as well as construct certain sign faces on relocated billboards as Changeable Message Boards. Company then acquired from Empire the rights to

the billboards under the Empire Agreement, and Company, Empire and City entered into an Assignment and Assumption of Billboard Relocation Agreement on or about November 5, 2014 (“Assignment and Assumption Agreement”).

2.7 First Amendment to Empire Agreement. City and Company entered into a First Amendment to the Empire Agreement on or about November 5, 2014 (“First Amendment to Empire Agreement”), whereby City and Company agreed to amend the Empire Agreement to change the location of the relocated billboard and to make other clarifying revisions. The Empire Agreement and the First Amendment to Empire Agreement shall be collectively referred to as the “Lamar/Empire Agreement” throughout this Agreement.

2.8 Consolidated and Restated Agreement. City and Company entered into a Consolidated and Restated Billboard Relocation Agreement on or about May 17, 2023 in order to: (1) consolidate the Lamar Agreement and Lamar/Empire Agreement; (2) modify and make consistent the annual monetary value for the Changeable Message Boards; and (3) make other clarifying revisions (“Consolidated BBRA”).

2.9 First Amended Consolidated and Restated Agreement. The Parties now desire to enter into a First Amended Consolidated BBRA to: (1) change Company’s Annual Monetary Value obligations from a fiscal year to an “Operational Year” (as defined herein) basis; and (2) make other clarifying revisions.

2.10 CMC & Billboard Relocation Agreements. Section 17.74.070(H) of the Corona Municipal Code provides that new billboards, including electronic message centers, electronic message boards, or Changeable Message Boards may be considered and constructed as part of a relocation agreement between the City and a billboard owner that complies with the conditions specified in that section;

NOW, THEREFORE, In consideration of the mutual covenants and promises in this Agreement, the Parties agree as follows:

## **1. EFFECTIVE DATE AND TERM.**

1.1 Effective Date. This Agreement shall be effective upon execution by both Parties (“Effective Date”).

1.2 Caltrans Approval Condition Precedent. The validity and effectiveness of this Agreement shall be conditioned upon approval by Caltrans of the reconstruction of the Relocated Billboards (as hereafter defined). In the event that this condition precedent does not occur, this Agreement shall be null and void and of no further force and effect.

**2. TERMS.**

2.1 Incorporation of Recitals and Exhibits. All recitals and the exhibits attached hereto and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

2.2 Allowed Relocations. Company is permitted to relocate and/or reconstruct the following seven (7) billboards with new billboards, each containing the number of sign faces, dimensions and number of Changeable Message Boards (CMB) indicated below (collectively, the “Relocated Boards”). Company may also apply to modify any other panel on a billboard into a Changeable Message Board pursuant to the terms further provided for in this Agreement and the Corona Municipal Code.

ORIGINAL BILLBOARDS		RELOCATED BILLBOARDS	
<b>BILLBOARD #1</b>			
<b>I-15 at Magnolia Ave</b>		<b>SR-91 at Delilah St</b>	
Number of CMB	0	Number of CMB	1
Number of Sign Faces	2	Number of Sign Faces	1
Max Face Dimensions	14' x 36'	Max Face Dimensions	14' x 48'
Location	North line, 1226 Magnolia	Location	South line, 1773 N. Delilah
APN	107-080-051	APN	APN 115-670-026
History	N/A	History	Relocation/1 CMB approved by CDD (§ 4.2.4 of First Amendment) from Landfill to 901 E. Third and then to Delilah.
<b>BILLBOARD #2</b>			
<b>I-15 at Magnolia Ave</b>		<b>SR-91 at Pomona Rd</b>	
Number of CMB	0	Number of CMB	2
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	14' x 36'	Max Face Dimensions	14' x 48'
Location	East line, south of Magnolia	Location	North line, 1790 Pomona
APN	APN 107-080-051	APN	APN 102-280-031
History	N/A	History	Relocation/2 CMB

ORIGINAL BILLBOARDS		RELOCATED BILLBOARDS	
			approved by Original Agreement.
<b>BILLBOARD #3</b>			
<b>1-15 at Magnolia Ave</b>		<b>SR-91 at Anselmo Dr</b>	
Number of CMB	1	Number of CMB	2
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	14' x 48'	Max Face Dimensions	Existing CMB = 14' x 48'  New CMB = Less than 672 SF
Location	East line, 500' south of Magnolia	Location	South line, 2503 Anselmo
APN	N/A	APN	APN 172-420-014
History	N/A	History	Relocation approved by CDD (§ 4.2.4 of First Amendment) from Landfill to Anselmo.  1 CMB approved by Consolidated and Restated BBRA (2023).
<b>BILLBOARD #4</b>			
<b>I-15 at Ontario Ave</b>		<b>I-15 at Ontario Ave</b>	
Number of CMB	0	Number of CMB	1
Number of Sign Faces	2	Number of Sign Faces	1
Max Face Dimensions	14' x 36'	Max Face Dimensions	14' x 48'
Location	West line at Ontario	Location	West line at Ontario
APN	APN 278-230-009	APN	APN 278-230-009
History	N/A	History	Reconstruction at same location and

ORIGINAL BILLBOARDS		RELOCATED BILLBOARDS	
			1 CMB approved by Original Agreement.
<b>BILLBOARD #5</b>			
<b>I-15 at Ontario Ave</b>		<b>I-15 at Ontario Ave</b>	
Number of CMB	0	Number of CMB	1
Number of Sign Faces	2	Number of Sign Faces	1
Max Face Dimensions	14' x 36'	Max Face Dimensions	14' x 48'
Location	West line, 500' north of Ontario	Location	West line, 500' north of Ontario
APN	APN 278-230-068	APN	APN 278-230-068
History	N/A	History	Reconstruction at same location and 1 CMB approved by Original Agreement.
<b>BILLBOARD #6</b>			
<b>I-15 at Taber Road</b>		<b>I-15 at Taber Road</b>	
Number of CMB	0	Number of CMB	2
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	14' x 48'	Max Face Dimensions	Less than 672 SF
Location	West line, south of Ontario at Taber	Location	West line, south of Ontario at Taber
APN	APN 120-190-002	APN	APN 120-190-002
History	Relocation of billboard with 2 sign faces from I-15, east line, north of Ontario (APN 277-020-019) to Taber approved by Second Amendment.	History	Change from 2 static faces to 2 CMB approved by Consolidated and Restated BBRA (2023).
<b>BILLBOARD #7</b>			
<b>West Sixth Street</b>		<b>SR-91 at Auto Center Drive</b>	
Number of CMB	0	Number of CMB	2

ORIGINAL BILLBOARDS		RELOCATED BILLBOARDS	
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	5" x 10'	Max Face Dimensions	14' x 48'
Location	1435 W. 6th Street Corona, CA 92882	Location	East line, 2785 Palisades Drive
APN	APN 118-130-027-7	APN	APN 101-170-038
History	City Billboard Permit # 8457	History	Pursuant to the Lamar/Empire Agreement, the two signs were originally relocated as one sign to 3125 Palisades Drive (Pro Dent Site - APN # 101-430-005). After the Company assumed the Lamar/Empire Agreement, the sign was relocated to this location (All Size Storage Site).
<b>Magnolia Avenue (East Sixth Street)</b>			
Number of CMB	0		
Number of Sign Faces	2		
Max Face Dimensions	12' x 24,		
Location	13833 Magnolia Ave Corona, CA 92879		
APN	APN 115-242-031		
History	County Billboard CA Permit # 36568		

2.2.1 Operating Standards. The Relocated Billboards and the Changeable Message Boards shall comply with all provisions of the Act (California Outdoor Advertising Act, Business & Professions Code Section 5200 et seq.; and Regulations adopted by the California Department of Transportation applicable to billboards), as such may be duly amended from time to time, including but not limited to the provisions of Sections 5400-5443.5. In addition, Company agrees to abide by the City’s Conditions of Relocation, attached hereto as Exhibit “A” and incorporated herein by this reference. In the event of any inconsistencies between the Act, including the California Department of Transportation regulations, and the City’s Conditions of Relocation, the more stringent shall apply.

2.2.2 Enforcement of Operating Standards. For purposes of enforcing the requirements for the Relocated Billboards and the Changeable Message Boards, as provided for in this Agreement, Company and City shall apply the provisions provided for in Exhibit “B” attached hereto and incorporated herein by reference. Company understands, acknowledges and agrees that its right to maintain the Relocated Billboards and the Changeable Message Boards is expressly contingent upon its compliance with the provisions of this Agreement, and that any such right may be revoked by the City as provided for in Exhibit “B” attached hereto. In the event that the right to maintain the Relocated Billboards and the Changeable Message Boards is

revoked or modified in any manner or to any extent due to a material breach by Company of this Agreement, Company shall not be entitled to compensation, consideration, damages or reimbursement of any kind or amount from the City on account of such revocation or modification.

2.3 Changeable Message Boards. City hereby agrees that Company shall have the right to construct and maintain those Changeable Message Boards indicated in Section 2.2 above. In connection with the approved construction of a Changeable Message Board, Company shall have the right to rebuild or reconstruct the existing billboard structure, if necessary, in order to support the added weight of the new Changeable Message Board.

2.3.1 Public Service Announcements; Annual Monetary Value. So long as Company is operating any Changeable Message Board within the city limits of City, City shall have the right to place public service announcements on any such Changeable Message Board; provided, however, that such public service announcements shall be limited to one (1) showing every minute (not to exceed 43,200 showings in any given year) on each panel ("City Announcements"). Company and City hereby agree that the monetary value ("Monetary Value") of the City's right to use each such Changeable Message Board for City Announcements shall be equal to the greater of: (i) Fifty Thousand and No/100 Dollars (\$50,000.00) per Operational Year (as defined in Section 2.3.2 below), per Changeable Message Board, or (ii) twelve percent (12%) of the Gross Revenue ("GR") (as hereinafter defined) per Operational Year, per Changeable Message Board. The "GR" shall be an amount equal to the gross advertising revenue received by Company for each such Changeable Message Board. For each Operational Year that City does not exercise its right to use a Changeable Message Board as permitted hereby, City shall be entitled to the Monetary Value for each such Changeable Message Board that has not been used by City (the total of the Monetary Value for which City shall be entitled each year is the "Annual Monetary Value"), which Annual Monetary Value shall be payable pursuant to Section 2.3.4 below.

2.3.2 Payment for First Three Years. City hereby elects not to exercise its right to place City Announcements on any of Company's Changeable Message Boards during the first three (3) Operational Years (thirty-sixth months). Accordingly, Company shall pay City, within thirty (30) days of the Construction Date (as defined herein) of the Relocated Billboards and Changeable Message Boards, the first three (3) years of the Annual Monetary Value for the Changeable Message Boards to be placed on the Relocated Billboards described in Section 2.2 above, which amount is equal to One Hundred and Fifty Thousand and No/100 Dollars (\$150,000) for each Changeable Message Board.

(A) Construction Date. For purposes of this Agreement, "Construction Date" shall mean the first day of the month following the point in time when the Relocated Billboards and Changeable Message Boards are in place and the City is ready and willing to final the building permit and release the electrical service for use by Company. City shall provide to Company a written indication of such willingness (either via letter or email), and the Parties agree that the first day of the month following such written indication shall mark the Construction Date.

(B) Operational Year. For purposes of this Agreement, the first operational year shall commence on the Construction Date and end on the last day of the month immediately preceding the twelfth (12) month anniversary of the Construction Date, as well as each subsequent twelve (12) month period thereafter (“Operational Year”).

2.3.3 Pro-Rata Exercise of Public Service Announcements; City Election. From and after the fourth (4th) Operational Year, the City shall have the right to a pro-rata share of the City Announcements on any such Changeable Message Board (e.g all or some of the maximum 43,200 showings in any given Operational Year on each Changeable Message Board), and the Annual Monetary Value shall be reduced for that Changeable Message Board the following Operational Year by the percentage amount used by the City. For example, if the City elected to use 4,320 of its maximum 43,200 minutes for a particular Changeable Message Board during a given Operational Year, the Annual Monetary Value for that Changeable Message Board for the next Operational Year would be reduced by ten percent (10%).

2.3.4 Payment After First Three Years. At the end of the third Operational Year, and each Operational Year thereafter, Company shall pay City, on the first (1st) day of each month, one-twelfth (1/12th) of the Annual Monetary Value, minus the percentage amount of City Announcements used by the City during the prior Operational Year, as discussed in section 2.3.3 above.

#### 2.3.5 Records; Audit.

(A) Maintenance. Company shall accurately maintain, for a period not less than five (5) years following the close of each Operational Year, all records relating to the City Announcements placed by City, including, but not limited to, minutes used for each Changeable Message Board and the GR applicable to each Changeable Message Board.

(B) Annual Disclosure – Gross Revenue. At the end of each Operational Year for a Changeable Message Board, Company shall provide written documentation, to the satisfaction of City, of the GR applicable to such Changeable Message Board during the prior Operational Year.

(C) Audit. The City shall have the right, upon ten (10) days advance notice, to inspect, audit and copy all such records and other like materials of Company that reasonably relate to the City Announcements and GR applicable to each Changeable Message Board. Such records shall be made available to City for inspection, audit and copying at Company’s regular place of business, but in no event outside the Counties of Riverside or San Bernardino, California. All such records shall be subject to audit and inspection, for the primary purpose of assuring compliance with the terms of this Agreement, by the City, its auditors or other agents.

2.4 Permits and Inspections for Relocated Billboards and Changeable Message Board. Prior to construction of the Relocated Billboards or a Changeable Message Board, Company shall submit proposed plans and obtain all building and safety-related permits that are typically required by City for similar construction, except that City shall not have any discretionary review

and approval of any such Relocated Billboards or Changeable Message Board. During and following construction of any such Relocated Billboards or Changeable Message Board, City shall perform all inspections typically required by City for similar construction. City shall waive all plan check, permit, inspection, and other building fees that would otherwise be required in connection with construction of the Relocated Billboards or Changeable Message Board.

2.5 Indemnification of City. Company shall defend, indemnify and hold City, its officials, officers, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, injuries to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Company, its officers and employees, agents, consultants and contractor(s) arising out of or in connection with this Agreement or the removal, construction, installation or maintenance of any of the billboards or Changeable Message Boards which are the subject of this Agreement. This indemnity provision and any such warranties or guarantees shall not limit any liability under law of such contractor(s).

2.6 Assignment Without Consent Prohibited. This Agreement may not be assigned by any party without the express written consent of the other parties, which consent shall not be unreasonably withheld. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee. Notwithstanding the foregoing, City shall not withhold its consent to any assignment by Company to a related or affiliated entity or any entity which is controlled, controlled by, or under common control with Company.

2.7 Construction of Relocated Billboards and Changeable Message Board. Sixty (60) days prior to Company commencing construction of the Relocated Billboards or a Changeable Message Board, Company shall submit plans for such Relocated Billboards or Changeable Message Board to City. City will endeavor to review and process the plans and all necessary permits as quickly as possible, pursuant to the terms and conditions of this Agreement. Any such Relocated Billboards or Changeable Message Board shall be complete and ready for City's final inspection no later than the date that is one hundred eighty (180) days following issuance by City of all permits and approvals necessary for construction of such Relocated Billboards or a Changeable Message Board.

2.8 Attorney's Fees. In the event of any action or proceeding, including arbitration, by any of the Parties to this Agreement against another Party for recovery of any sum due under this Agreement, or to enforce any of the terms, covenants or conditions contained herein, the prevailing Party in any such action or proceeding shall be entitled to reasonable attorney's fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs and arbitration costs, in addition to all other legal and equitable remedies available to it. Each Party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other Party.

2.9 Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. However,

nothing contained in this Agreement shall be deemed to be an acknowledgment or acceptance by the City that compensation is owed as to any billboards, either in whole or in part, or to any Party having an interest in any of the billboards mentioned herein.

2.10 Notices. All notices shall be in writing and addressed as follows:

(A) Company. Notices to Company shall, until City's receipt of written notice otherwise, be addressed to The Lamar Companies, Attn: C. Todd Porter, 449 East Parkcenter Circle, San Bernardino, CA 92408, with a copy to Stream Kim Hicks Wrage & Alfaro, PC, Attn: Theodore K. Stream, Esq., 3403 Tenth Street, Suite 700, Riverside, California 92501. All such notices may be either delivered personally, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

(B) City. Notices to City shall be addressed to City of Corona, Attn: Jacob Ellis, City Manager, 400 South Vicentia Avenue, Corona, California 92882, with a copy to Dean Derleth, City Attorney, 400 South Vicentia Avenue, Corona, California 92882.

(C) Delivered. All notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after each deposit in the U.S. Mail, first class postage prepaid and addressed to Party at its applicable address.

2.11 Authority to Enter Agreement. All parties have all requisite power and authority to execute, deliver, and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

2.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days or calendar weeks, and not work days. All references to City or Company shall include their respective directors, elected officials, officers, employees, agents and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

2.13 Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

2.14 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

2.15 Invalidity/Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

2.16 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

2.17 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

2.18 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

2.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

2.20 Binding Agreement. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY SIGNATURE PAGE FOR  
CONSOLIDATED AND RESTATED  
BILLBOARD RELOCATION AGREEMENT (2023)  
(CITY OF CORONA - LAMAR CENTRAL ADVERTISING)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date indicated on the cover page of this Amendment.

**CITY OF CORONA**  
a California Municipal Corporation

By: \_\_\_\_\_  
Tony Daddario  
Mayor

Attest:  
  
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Dean Derleth  
City Attorney

**LAMAR SIGNATURE PAGE FOR  
CONSOLIDATED AND RESTATED  
BILLBOARD RELOCATION AGREEMENT (2023)  
(CITY OF CORONA - LAMAR CENTRAL ADVERTISING)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date indicated on the cover page of this Amendment.

**LAMAR CENTRAL OUTDOOR, LLC**  
a Delaware limited liability company,  
a.k.a. THE LAMAR COMPANIES,  
a.k.a. LAMAR ADVERTISING COMPANY

By: \_\_\_\_\_  
C. Todd Porter  
Vice President

Approved as to Form:

\_\_\_\_\_  
Theodore K. Stream, Esq.  
Stream Kim Hicks Wrage & Alfaro, PC  
Legal Counsel

**EXHIBIT “A”**  
**CITY OF CORONA’S CONDITIONS OF RELOCATION**

1. Sign Face Overhang. The Relocated Billboards or any Changeable Message Boards shall not overhang onto State Route 91, State Route 15, other public rights-of-way or property lines.
2. Light and Glare. The static display side of Relocated Billboards shall be shielded to prevent light or glare intrusion onto the adjoining properties that are located within five hundred feet (500’) of such Relocated Billboards.
3. Timing of Message Changes. The message changes on any Changeable Message Board shall be limited to the greater of the following time limitations: (a) that allowed by the California Department of Transportation; or (b) one message every six (6) seconds.
4. No Animation or Motion. No Changeable Message Board shall simulate motion or be considered as “animated” in any way. No Changeable Message Board shall contain any flashing, intermittent or moving lights. There shall be no flashing or scrolling of messages.
5. Automatic Dimmers. Each Changeable Message Board shall contain automatic dimmers that maintain a maximum luminance of 4,000 nits during the daylight hours, and 2,000 nits from dusk (official sunset) to sunrise and during times of fog. (One nit equals one candle per square meter). Each Changeable Message Board shall be equipped with a mechanism to monitor its brightness.
6. Residential Property. The Relocated Billboards shall not be illuminated between the hours of 11 pm to 5 am when located within five hundred feet (500’) of residentially zoned or used property, as determined by the City in its sole but reasonable discretion, regardless of whether the residentially zoned or used property came to be later in time than the placement of the Relocated Billboards.
7. Emergency Service Announcements. So long as Company is operating a Changeable Message Board, City shall have the right to place emergency service announcements on the Changeable Message Board (as opposed to City Announcements); provided, however that such emergency service announcements shall be limited to the lesser of: (a) one (1) showing per Changeable Message Board every minute; or (b) forty-three thousand two hundred (43,200) showings per Changeable Message Board per calendar year.
8. Voluntary Advertising Restrictions. Company hereby voluntarily agrees and covenants for itself, and its successors and assigns, that any advertising or display on the Relocated Billboards and Changeable Message Boards shall comply with the following:
  - 8.1 The advertising or display shall not contain any of the following: advertising for adult entertainment, including, but not limited to, topless bars, nightclubs, or establishments that feature nude dancing, or mud wrestling; advertisement for any adult business featuring sales of adult novelty items, books, magazines, videos or tapes; advertising with any

material, image, or content that could reasonably be considered sexually explicit or pornographic (collectively, the “Objectionable Advertising”).

8.2 The advertising or display shall not contain any advertising for alcohol (except beer and wine) or tobacco products of any type.

8.3 Company shall include in its advertising lease agreements and any other agreements related to the Relocated Billboards or Changeable Message Boards, provisions that require compliance with this section and prohibiting Objectionable Advertising. Such provisions will allow Company to cancel such agreements and allow Company to immediately remove illegal or Objectionable Advertising upon receipt of notice from the City. Without waiving or limiting any right Company may have to enforce the terms of this Agreement, and in consideration of the rights and privileges afforded to Company under this Agreement, Company on behalf of itself, and its successors, heirs and assigns, desires to release, waive and discharge any claim, demand, cause of action, objection, or protest related to the City’s enforcement of this Section of the Agreement.

9. Graffiti. Any graffiti found on the Relocated Billboards, Changeable Message Boards or any sign structures shall be removed within seventy-two (72) hours of notification by the City. Appropriate equipment shall be installed to prevent access for graffiti and vandalism.

10. Applicable Laws and Rules. The Relocated Billboards and Changeable Message Boards shall comply with all applicable requirements of state and local law, including, but not limited to, the Act, the City’s Municipal Code, and any relevant Specific Plans, if any. As referenced in the Agreement, in the event of any inconsistencies, the most stringent requirement shall apply.

11. Other Sign Modifications. This Agreement applies only to the Relocated Billboards and Changeable Message Boards contemplated by this Agreement. Any additional changes, alterations, or modifications of any kind to any billboard shall adhere to state law and the City’s municipal code, and may warrant a modification to an existing conditional use permit.

**EXHIBIT “B”**  
**ENFORCEMENT OF CONDITIONS**

1. Failure to Cure; Hearing. In the event that Company fails to cure (or commence and diligently prosecute a cure to completion) within five (5) calendar days of receipt of notice from City of a violation under this Agreement, the City’s Planning Commission, on its own motion may, and upon the direction of the Council, shall hold a public hearing upon the question of the revocation of the right to maintain one or more of the Relocated Billboards and/or Changeable Message Boards pursuant to this Agreement.

2. Hearing Notice. Written notice of the public hearing shall be served on the Owner and the underlying owner of the real property on which the affected Relocated Billboards or Changeable Message Boards sits, at least thirty (30) days before such public hearing. The notice may be served either personally or by registered mail, postage prepaid, return receipt requested.

3. Planning Commission Findings. The Company’s right to maintain each Relocated Billboards or Changeable Message Board may be revoked if the Commission and Council find:

A. That the use to which the Relocated Billboards or Changeable Message Board is put is detrimental to the public health or safety, or is a “nuisance” (as defined in the California Civil Code);

B. That this Agreement was obtained by fraud;

C. That the use for which this Agreement was approved is not being exercised;

D. That the use for which this Agreement was approved has ceased or been suspended for one year or more; or

E. That a status of noncompliance exists with regard to any of the conditions provided for in this Agreement or applicable law, including, but not limited to, the Act (including the regulations of the California Department of Transportation applicable to billboards), or the City’s Municipal Code.

4. City Council Action. After a hearing upon the revocation of the right to maintain one or more of the Relocated Billboards and/or Changeable Message Boards pursuant to this Agreement, the Planning Commission shall report its findings of fact and recommendations to the City Council. The City Council shall determine the facts and may revoke, modify or allow to remain unchanged the right to maintain one or more of the Relocated Billboards and/or Changeable Message Boards in accordance with the Council’s final determination in such matters.