

**BILLBOARD RELOCATION
AGREEMENT**

BETWEEN

THE CITY OF CORONA
a California municipal corporation

AND

OUTFRONT MEDIA LLC
a Delaware Limited Liability Company

(dated as of June 2, 2021, for reference purposes only)

1. PARTIES.

This Billboard Relocation Agreement (“Agreement”) is made this 2nd day of June, 2021, between Outfront Media LLC (“Company”), a Delaware limited liability company, and the City of Corona (“City”), a California municipal corporation organized and existing under the laws of the State of California. City and Company are hereinafter sometimes referred to individually as “Party” and collectively as “Parties” throughout this Agreement.

2. RECITALS.

2.1 WHEREAS, City has, consistent with the California Outdoor Advertising Act (California Business & Professions Code, Section 5200 et seq.) and regulations adopted by the California Department of Transportation (“Caltrans”) that are applicable to billboards (herein collectively referred to as the “Act”), adopted certain regulations concerning outdoor advertising signs (billboards), including a complete prohibition on new billboards;

2.2 WHEREAS, Section 17.74.070(H) of the Corona Municipal Code provides that new billboards, including electronic message center, electronic message board, or changeable message board, 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;

2.3 WHEREAS, Company owns and operates three (3) existing legal, non-conforming billboards with a total of five (5) faces located in the limits of the City (“Existing Billboards”);

2.4 WHEREAS, Company is willing to enter into this Agreement and accept the performance by City of the terms and conditions of this Agreement;

2.5 WHEREAS, City and Company intend for this Agreement to constitute a “relocation agreement” for purposes of the Act and the Corona Municipal Code.

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

3. EFFECTIVE DATE AND TERM.

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

3.2 Caltrans Approval Condition Precedent. The validity and effectiveness of this Agreement shall be conditioned upon approval by Caltrans of the reconstruction of the Relocated Billboard (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.

4. TERMS.

4.1 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.

4.2 Relocation of Existing Billboards. Company shall be permitted to relocate and reconstruct the Existing Billboards with one (1) new V-type digital billboard with two (2) sign faces at the location defined below ("Relocated Billboard"). The Relocated Billboard may contain two (2) digital sign faces with changeable message boards and with dimensions not exceeding six hundred and seventy two (672) square feet per sign face ("Changeable Message Boards"), which final dimensions shall be determined by Company in its sole discretion.

The locations and addresses of the Existing Billboard and the location and address of where the Relocated Billboard shall be constructed are as follows:

Existing Billboards

- 1322 W. 6th St., Corona (G2, 2020 City Survey Map)
APN: 110-030-035
12' by 24' billboard with two (2) faces (576 total sq. ft.)
(ID #2804 & #2847)
- Magnolia and Downs, Corona (G4, 2020 City Survey Map)
APN: 107-020-006
12' by 24' billboard with two (2) faces (576 total sq. ft.)
ID #2812 & #2844
- 6th St. and El Camino, Corona (F2, 2020 City Survey Map)
APN: 107-020-016
12' by 24' billboard with one (1) face (288 total sq. ft.)
ID #2811

Relocated Billboard

- Pro-Dent Lab - Adjacent to the 91 Freeway
3125 Palisades Drive, Corona, CA 92880
14' by 48' digital billboard with two (2) faces (1,344 total sq. ft.)
APN: 101-430-005
(With 2 Changeable Message Boards)

4.2.1 Operating Standards. The Relocated Billboard and the new 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 Caltrans applicable to billboards), as such may be duly amended from time to time, including but not limited to the provisions of Business and Professions Code Sections 5400-5443.5. In addition,

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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 Caltrans regulations, and the City's Conditions of Relocation, the more stringent requirement shall apply.

4.2.2 Enforcement of Operating Standards. For purposes of enforcing the requirements for the Relocated Billboard 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 Billboard 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 Billboard 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.

4.3 Changeable Message Boards. City hereby agrees that Company shall have the right to construct two (2) Changeable Message Boards on the Relocated Billboard with dimensions not exceeding six hundred and seventy-two (672) square feet per side, which final dimensions shall be determined by Company in its sole discretion. 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.

4.4 Public Service Announcements; Annual Monetary Value. So long as Company is operating any Changeable Message Board within the 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 Changeable Message Board ("City Announcements"). Company and City hereby agree that the monetary value ("Annual Monetary Value") of the City's right to use each such Changeable Message Board for City Announcements shall be equal to:

(a) Years 1 through 3: A fixed sum of Fifty Thousand and No/100 Dollars (\$50,000) per year, per Changeable Message Board for the first three (3) years (thirty-six months) following Company's construction of such Changeable Message Board.

(b) Years 4 and Thereafter; CPI Adjustments: On July 1st following the end of the thirty-sixth (36th) month following Company's construction of such Changeable Message Board, the Annual Monetary Value shall be adjusted by an amount equal to the change in the consumer price index (U.S. Department of Labor, All Urban Consumers Index for the Riverside San Bernardino Ontario area) published for the prior May to May period; provided, however, that in no event shall the percentage change be less than two and one half percent (2.5%) or more than four and one half percent (4.5%).

4.4.1 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) years (thirty-sixth months) of their operation. Accordingly, Company shall pay City, within thirty (30) days of the completion of construction of the Relocated Billboard and Changeable Message Boards, the first three (3) years of the Annual Monetary Value for the two (2) Changeable Message Boards to be placed on the Relocated Billboard described in Sections 4.2 and 4.3 above, which amount is equal to Three Hundred Thousand and No/100 Dollars (\$300,000.00). For purposes of this Agreement, "completion of construction" shall mean the first day of the month following the point in time when the Relocated Billboard 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 commencement of the first year following Company's construction of such Changeable Message Board.

4.4.2 Pro-Rata Exercise of Public Service Announcements; City Election. From and after the fourth (4th) year following construction of the Changeable Message Board(s), 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 year on each Changeable Message Board), and the Annual Monetary Value shall be reduced for that Changeable Message Board the following fiscal year (July 1st to June 30th) 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 fiscal year, the Annual Monetary Value for that Changeable Message Board for the next fiscal year only would be reduced by ten percent (10%). Beginning in fourth (4th) year as described in section 4.3.4 below, City shall, on or before June 15th of each year, inform Company in writing whether City intends to exercise at least some of its rights to place City Announcements on any of Company's Changeable Message Boards during the upcoming fiscal year (July 1st to June 30th). In the event the City elects to exercise at least some of its rights to place City Announcements that year, City shall be permitted to do so in accordance with section 4.3.1 above and this section 4.3.3.

4.4.3 Payment After First Three Years. On June 30th following the end of the third (3rd) year following construction of the Changeable Message Board(s), Company shall pay City a pro-rata share of the Annual Monetary Value, which pro-rata share shall equal one-twelfth (1/12th) the Annual Monetary Value multiplied by the number of months from the end of the third (3rd) year to June 30th. Beginning on the next July 1st and each fiscal 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 fiscal year, as discussed in section 4.3.3 above.

4.5 Records; Audit. Company shall accurately maintain, for a period not less than five (5) years following the close of a fiscal year, all records relating to the City Announcements placed by City, including, but not limited to, minutes used for each Changeable Message Board. 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. 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.

4.6 Permits and Inspections for Relocated Billboard and Changeable Message Board. Prior to construction of the Relocated Billboard 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 Billboard or Changeable Message Board. During and following construction of any such Relocated Billboard 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 Billboard or Changeable Message Board.

4.7 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 and installation of the Existing Billboard, the Relocated Billboard or a Changeable Message Board. This indemnity provision and any such warranties or guarantees shall not limit any liability under law of such contractor(s).

4.8 Assignment Without Consent Prohibited. This Agreement may not be assigned by any Party without the express written consent of the other Party, 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.

4.9 Construction of Relocated Billboard and Changeable Message Board. Sixty (60) days prior to Company commencing construction of the Relocated Billboard or a Changeable Message Board, Company shall submit plans for such Relocated Billboard 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 Billboard 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 Billboard or a Changeable Message Board. City and Company agree that Company may toll this one hundred and eighty (180) day period in the event there is a legal challenge to this Agreement or to any permit issued by the City or any other government agency with jurisdiction over the Relocated Billboard and such tolling period shall continue until the date upon which any such legal challenge is resolved.

4.10 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.

4.11 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.

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

4.12.1 Notices to Company shall, until City's receipt of written notice otherwise, be addressed to OUTFRONT MEDIA, LLC, Attn: **Real Estate**, 1731 Workman St., Los Angeles, CA 90031.

4.12.2 Notices to City shall, until Company's receipt of written notice otherwise, be addressed to City of Corona, Attn: City Manager, 400 South Vicentia Avenue, Corona, California 92882.

4.12.3 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.

4.13 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.

4.14 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.

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

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

4.17 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.

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

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

4.20 Entire Agreement. This Agreement, including its Exhibits, 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.

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

4.22 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'S SIGNATURE PAGE TO
BILLBOARD RELOCATION AGREEMENT
(CITY OF CORONA AND OUTFRONT MEDIA)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Jacque Casillas
Mayor

Attest: _____
Sylvia Edwards
City Clerk

COMPANY’S SIGNATURE PAGE TO
BILLBOARD RELOCATION AGREEMENT
(CITY OF CORONA AND OUTFRONT MEDIA)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

OUTFRONT MEDIA, LLC
a Delaware limited liability company

By: _____
Collin Smith
Vice President-Real Estate

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

1. Sign Face Overhang. The Relocated Billboard 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 Billboard shall be shielded to prevent light or glare intrusion onto the adjoining properties that are located within five hundred feet (500’) of such Relocated Billboard.

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 Billboard 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 Billboard.

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 Billboard 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 Billboard 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 Billboard, 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 Billboard 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 Billboard and Changeable Message Boards contemplated by this Agreement. Any additional changes, alterations, or modifications of any kind to the Existing Billboard and shall adhere to state law and the City's municipal code, and may warrant a modification to an existing conditional use permit.

12. Voluntary Chamber of Commerce Discount. Company hereby voluntarily agrees and covenants for itself, and its successors and assigns, that any member in good standing with the Corona Chamber of Commerce is entitled to a ten percent (10%) discount off of its applicable rates for display of advertising on the Relocated Billboard and Changeable Message Boards.

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 the Relocated Billboard 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 Billboard 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 Billboard or Changeable Message Board may be revoked if the Commission and Council find:

A. That the use to which the Relocated Billboard 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 the Relocated Billboard 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 the Relocated Billboard and/or Changeable Message Boards in accordance with the Council’s final determination in such matters.