

**BILLBOARD RELOCATION AGREEMENT
(STATIC)
(2024)**

between

THE CITY OF CORONA
a California municipal corporation

and

OUTDOOR MEDIA GROUP, INC.
a California Corporation

[DATED AS OF 12-04-24 FOR REFERENCE PURPOSES ONLY]

1. PARTIES.

This Billboard Relocation Agreement (“Agreement”) is made and entered into by and between Outdoor Media Group, Inc. a California Corporation (“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. City Regulations. The 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. Authorized Relocations. Corona Municipal Code (“CMC”) Section 17.74.070(H) 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.

2.3. Company Existing Billboards. Company owns and operates two (2) existing legal, non-conforming billboards with a total of four (4) faces located in the limits of the City (“Existing Billboards”).

2.4. Relocation Agreement. City and Company intend for this Agreement to constitute a “relocation agreement” for purposes of the Act and the CMC.

3. TERMS.

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 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.

3.3. Allowed Relocations; No CMB. Company is permitted to relocate and/or reconstruct the following two (2) billboards with new billboards, each containing the number of sign faces and dimensions indicated below (collectively, the “Relocated Boards”). Notwithstanding the foregoing, without either a new agreement or an amendment to this Agreement which has been duly approved and executed by the City, Company has no right to either: (i) include any Changeable Message Boards (“CMB”) on the Relocated Boards; or (ii) convert at any time in the future one or more panels on the Relocated Boards into a CMB.

ORIGINAL BILLBOARDS		RELOCATED BILLBOARDS	
BILLBOARD #1			
State Route 91 (South Side) & Green River Road		State Route 91 (South Side) & Palisades Drive	
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	16' x 36'	Max Face Dimensions	14' x 48'
Location	Northline, East of Green River at SR 91 EB On-Ramp	Location	Northline, 3035 Palisades
APN	101-180-018	APN	101-430-009
History	N/A	History	N/A
BILLBOARD #2			
State Route 91 (South Side) & Green River Road		State Route 91 (North Side) & Pomona Road	
Number of Sign Faces	2	Number of Sign Faces	2
Max Face Dimensions	16' x 36'	Max Face Dimensions	10' x 28' (West) 14' x 44' (East)
Location	Northline, East of Green River at SR 91 EB On-Ramp	Location	Southline, 1450 Pomona
APN	101-180-017	APN	118-090-006
History	N/A	History	N/A
Total SF of All Sign Faces	2,304	Total SF of All Sign Faces	2,296

3.4 Operating Standards. The Relocated Billboards 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.

3.5 Enforcement of Operating Standards. For purposes of enforcing the requirements for the Relocated Billboards, 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 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 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.

3.6 No Changeable Message Boards. As provided for in Section 3.3 above, this Agreement does not, either expressly or impliedly, authorize Company to either: (i) include any CMB on the Relocated Boards; or (ii) convert at any time in the future one or more panels on the Relocated Boards into a CMB.

3.7 Permits and Inspections for Relocated Billboards and Changeable Message Board. Prior to construction of the Relocated Billboards, 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. During and following construction of any such Relocated Billboards, City shall perform all inspections typically required by City for similar construction. Company shall pay any and all plan check, permit, inspection, and other building fees that would otherwise be required in connection with construction of the Relocated Billboards.

3.8 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 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).

3.9 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.

3.10 Construction of Relocated Billboards. Sixty (60) days prior to Company commencing construction of the Relocated Billboards, Company shall submit plans for such Relocated Billboards 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 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.

3.11 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.

3.12 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.

3.13 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 Outdoor Media Group, Inc., 18611 Saugas Avenue, Santa Ana, CA 92705. 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.

3.14 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.

3.15 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.

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

3.17 Successors and Assigns. 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.

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

3.19 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.

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

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

3.22 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.

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

3.24 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.

[SIGNATURES ON NEXT 2 PAGES]

**CITY SIGNATURE PAGE FOR
BILLBOARD RELOCATION AGREEMENT
(STATIC)
(OUTDOOR MEDIA GROUP - 2024)**

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

CITY OF CORONA
a California Municipal Corporation

By: _____
Jim Steiner
Mayor

Date

Attest:

Sylvia Edwards
City Clerk

Approved as to Form:

Dean Derleth
City Attorney

**COMPANY SIGNATURE PAGE FOR
BILLBOARD RELOCATION AGREEMENT
(STATIC)
(OUTDOOR MEDIA GROUP - 2024)**

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

OUTDOOR MEDIA GROUP, INC.
a California corporation.

By: Jon M Gunderson
Jon M. Gunderson
Chief Executive Officer

11/18/2024
Date

By: Greg Adams
Gregory Adams
Vice President

11/18/2024
Date

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

1. Sign Face Overhang. The Relocated Billboards 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. No Animation or Motion. No Relocated Billboards shall simulate motion or be considered as “animated” in any way. No Relocated Billboards shall contain any flashing, intermittent or moving lights. There shall be no flashing or scrolling of messages.

4. 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.

5. 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 shall comply with the following:

5.1 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”).

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

5.3 Company shall include in its advertising lease agreements and any other agreements related to the Relocated Billboards provisions that require compliance with this section and prohibit 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.

6. Graffiti. Any graffiti found on the Relocated Billboards 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.

7. Applicable Laws and Rules. The Relocated Billboards 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.

8. Other Sign Modifications. This Agreement applies only to the Relocated Billboards 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 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 sit, 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 may be revoked if the Commission and Council find:

A. That the use to which the Relocated Billboards 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 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 in accordance with the Council’s final determination in such matters.