

BILLBOARD RELOCATION

AGREEMENT

BETWEEN

THE CITY OF RIVERSIDE

a California charter city and municipal corporation

AND

LAMAR CENTRAL OUTDOOR, LLC

a Delaware Limited Liability Company

1. PARTIES.

This Billboard Relocation Agreement (“Agreement”) is made this _____ day of _____ (“Effective Date”) between Lamar Central Outdoor, LLC, a Delaware limited liability company (“Company”), and the City of Riverside, a California charter city and municipal corporation (“City”). 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 19.623.025 of the Riverside Municipal Code (“RMC”) 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 WHEREAS, Company owns and operates ten (10) existing legal, non-conforming billboards with a total of eighteen (18) 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 Riverside 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 This Agreement shall be effective upon execution by both Parties (“Effective Date”), subject to the following conditions.

3.2 Amendment to RMC. The City shall not execute this Agreement until Title 19 of the RMC is amended to allow for this relocation agreement. The RMC must be amended by ordinance, which requires introduction, adoption, and a minimum thirty (30) day period thereafter before any amendment itself becomes effective. Except as expressly set forth in this Agreement, nothing herein shall bind or direct the City’s exercise of its legislative discretion.

3.3 Caltrans and/or City Approval Condition Precedent. The validity and effectiveness of this Agreement with respect to each Relocated Billboard shall be conditioned upon approval by City or Caltrans, or both as applicable, for the reconstruction of such Relocated Billboard. If such approval is not obtained for any specific Relocated Billboard, then this Agreement shall terminate solely with respect to such Relocated Billboard and shall remain in full force and effect with respect to all other Relocated Billboards.

3.4 Permit Contingency. The obligations of the Company under this Agreement are conditioned upon the issuance and continued validity of all required City or Caltrans, or both as applicable, permits for each Relocated Billboard. If any such permits for a specific Relocated Billboard are denied, revoked, or invalidated by a final non-appealable decision, then (a) this Agreement shall terminate solely with respect to such Relocated Billboard, (b) all rights and obligations of the Parties relating to such Relocated Billboard shall be of no further force or effect, and (c) Company shall have no obligation to proceed with removal or construction of any Existing Billboard associated with such Relocated Billboard and shall incur no liability as a result thereof. This Agreement shall otherwise remain in full force and effect with respect to all other Relocated Billboards. The Parties shall cooperate in good faith to identify and agree upon a substitute relocation site for any Relocated Billboard that cannot be permitted, subject to mutual agreement.

3.5 Applicable Regulations. In the event of any change in applicable law that materially affects the Relocated Billboards, the Parties shall meet and confer to implement modifications, if feasible, that preserve, to the maximum extent feasible, the economic and operational benefits of this Agreement to Company.

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 locations defined below ("Relocated Billboards"). The Relocated Billboards 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 the Company in its sole discretion.

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

Existing Billboards:

1. Van Buren SL 150' W/O Wood St (Panels 7453, 7454)
 - a. Static billboard with two (2) faces
 - b. Size: 10'6" x 22'9"

2. Van Buren SL .1MI E/O Gamble (Panels 70801, 70802)
 - a. Static billboard with two (2) faces
 - b. Size: 10'0" x 30'0"
3. Van Buren NL .3MI W/O Wood (Panels 74903, 74904)
 - a. Static billboard with two (2) faces
 - b. Size: 10'6" x 22'9"
4. 14th St NL 120' W/O Market St. (Panels 78481, 78482)
 - a. Static billboard with two (2) faces
 - b. Size: 6'0" x 12'0"
5. Market St NL E/O Northbend (Panels 78561, 78562)
 - a. Static billboard with two (2) faces
 - b. Size: 6'0" x 12'0"
6. Orange & 10th NW (Panel 79001)
 - a. Static billboard with one (1) face
 - b. Size: 6'0" x 12'0"
7. Third & Main NE (Panels 79281, 79282)
 - a. Static billboard with two (2) faces
 - b. Size: 5'1" x 11'1"
8. Van Buren EL .1MI N/O Challen (Panels 79321, 79322)
 - a. Static billboard with two (2) faces
 - b. Size: 6'0" x 12'0"
9. Madison EL 50' N/O Peters (Panels 79501, 79502)
 - a. Static billboard with two (2) faces
 - b. Size: 6'0" x 12'0"
10. Lemon WL 150' S/O 9th (Panel 79622)
 - a. Static billboard with one (1) face
 - b. Size: 6'0" x 12'0"

Relocated Billboards

1. APN: 247-183-032 – Adjacent to the I-215 Freeway
 - a. V-type freeway oriented digital billboard with two (2) Changeable Message Boards
 - b. Size: 14'x48'
2. APN: 229-082-010 – Adjacent to the 91 Freeway
 - a. V-type freeway oriented digital billboard with two (2) Changeable Message Boards
 - b. Size: 14'x48'
3. APN: 291-600-035 – Adjacent to the 60 Freeway
 - a. V-type freeway oriented digital billboard with two (2) Changeable Message Boards
 - b. Size: 14'x48'

4. APN: 291-460-053 – Adjacent to I-215 Freeway
 - a. V-type freeway oriented digital billboard with two (2) Changeable Message Boards
 - b. Size: 14’x48’
5. APN: 215-120-011 – Adjacent to the 91 Freeway
 - a. V-type freeway oriented digital billboard with two (2) Changeable Message Boards
 - b. Size: 14’x48’
6. APN: 219-340-021 - 14th Street at Vine
 - a. V-type digital billboard with two (2) Changeable Message Boards
 - b. Size: 10’x21’
7. APN: 230-200-024 - Indiana at Madison
 - a. V-type digital billboard with two (2) Changeable Message Boards
 - b. Size: 10’x21’
8. ROW Magnolia at Brockton
 - a. V-type digital billboard with two (2) Changeable Message Boards
 - b. Size: 10’x21’
9. ROW Tyler at Diana
 - a. V-type digital billboard with two (2) Changeable Message Boards
 - b. Size: 10’x21’
10. APN: 234-150-051
 - a. V-type digital billboard with two (2) Changeable Message Boards
 - b. Size: 10’x21’

4.2.1 Operating Standards. The Relocated Billboards, including Changeable Message Boards, shall comply with all provisions of the Act, 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, 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 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 Billboards and the Changeable Message Boards, as provided for in this Agreement, Company and City shall apply the provisions set forth in Exhibit “B” attached hereto and incorporated herein by reference. Company understands, acknowledges, and agrees that its right to maintain the Relocated Billboards and 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. In the event of a breach of this Agreement by Company, Company, as a condition to City entering into this Agreement,

specifically waives, surrenders, and releases any right to compensation under Business and Professions Code sections 5412 through 5412.2 arising from the City's enforcement of remedies under Company's breach of this Agreement. This waiver shall not apply to an action commenced by the City under Title 7, Part 3 of the California Civil Code.

4.3 Changeable Message Boards. City hereby agrees that Company shall have the right to construct two (2) Changeable Message Boards on each 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 Revenue Sharing and Public Service Messages.

(a) Revenue Share. As material consideration for this Agreement, Company shall pay City: (i) twenty-five percent (25%) of the annual gross advertising revenue generated by each Relocated Billboard located on City-owned or controlled property; and (ii) twelve and one-half percent (12.5%) of the annual gross advertising revenue generated by each Relocated Billboard located on privately-owned property. Gross Revenue shall be defined as all amounts received from advertisers for the display of advertising on a sign, without deduction for any costs, fees, commissions, expenses, or allowances of any kind.

(b) Payment Timing. Revenue share payments shall commence on the first day of the first full calendar month following the date the applicable Relocated Billboard becomes Operational. "Operational" means that construction has been completed, final inspection has occurred, and the billboard is capable of displaying advertising and connected to a permanent power source.

(c) Minimum Annual Guarantee. Beginning with the second Agreement Year measured from the Commencement Date for each Relocated Billboard (i.e., commencing on the first anniversary of the Commencement Date and for each Agreement Year thereafter), Company shall pay to City for each Relocated Billboard a minimum annual guarantee (the "MAG"). The MAG for each Relocated Billboard for a given Agreement Year shall be equal to eighty percent (80%) of the revenue share payable to City under subsection (a) for such Relocated Billboard for the immediately preceding Agreement Year. If the revenue share payable to City for a Relocated Billboard for any Agreement Year is less than the MAG for such Relocated Billboard, Company shall pay City the difference (the "MAG True-Up") within sixty (60) days after the end of the applicable Agreement Year, together with the annual revenue statement for such Relocated Billboard. Notwithstanding anything to the contrary, the MAG shall not apply during any period in which a Relocated Billboard is not Operational or is materially limited in its ability to display

advertising due to causes outside of Company's control, including delays in permitting, litigation, governmental restrictions, moratoria, or other force majeure events.

(d) Public Service Messages. As additional consideration for City's Agreement to allow Developer to develop the DOADs, City shall be entitled to place public service announcements on each Message Display Center, provided however, that such public service announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages") and further provided that there is space available. The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. So long as there is space available, City shall be entitled to post up to one six (6) second Public Service Message per minute on each Message Display Center on a continuous basis. Notwithstanding the foregoing, should City not utilize its allotment of advertising space, Developer shall be entitled to lease that time for other advertising purposes. For all Public Service Messages, City shall be responsible for providing Developer with the advertising copy and artwork. Developer shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall display the Public Service Message no more than 48 hours after receipt and approval of advertising copy.

4.4.1 Additional Material Consideration (Ward Identifications Signs). Within thirty (30) days of the commencement of operations of the first constructed freeway-oriented Relocated Billboard, Company shall contribute Forty Thousand Dollars (\$40,000) toward the design and construction of Ward Identification Signs for installation within each of the City's seven (7) wards. Company's obligation to fund and facilitate construction of the Ward Identification Signs shall be deemed part of the overall consideration provided to the City.

4.4.2 Additional Material Consideration (Completion Payment). Upon each Relocated Billboard becoming Operational, Company shall pay City a one-time payment of Two Hundred and Fifty Thousand (\$250,000) per Relocated Billboard.

4.5 Records; Audit. Company shall accurately maintain proper, accurate, and complete books and financial records regarding revenue realized under this Agreement for a period of not less than five (5) years following the close of a fiscal year ("Financial Records"). Any summaries, statements, or reports provided to City shall be derived from Company's books and records and maintained in a manner that is reasonably verifiable to such underlying Financial Records. The City shall have the right, upon ten (10) days advance notice, at its expense, and no more than once in any calendar year, review relevant Financial Records solely for the purpose of confirming the accuracy of payments due to City. Company shall provide supporting documentation sufficient to enable City to verify reported amounts against the underlying books and records, which may include transaction-level detail, reconciliations, or other reasonably requested backup.

Upon City's reasonable request, Company shall provide a written certification from an authorized representative that the reports or statements provided to City are true and correct in all material

respects and are derived from Company's books and records in accordance with its customary accounting practices.

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. City shall cooperate with Company in the processing and issuance of all permits and approvals required for the Relocated Billboards and shall not unreasonably delay, condition, or withhold any such approvals.

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. 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 upon written notice to City.

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 Existing Billboard Removal

(a) Conditional Removal. Company's obligation to remove any Existing Billboard is expressly conditioned upon Company obtaining all required permits and approvals for the corresponding Relocated Billboard. Company shall have no obligation to remove any Existing Billboards if permits for such corresponding Relocated Billboard are not obtained, are delayed, or are invalidated despite Company's reasonable diligence.

(b) Timing of Removal. Company shall apply for demolition permits within five (5) years of the Effective Date, consistent with the phased development of the Relocated Billboards.

4.11 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, each party shall bear their own fees. Each Party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other Party.

4.12 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 that the City owes compensation as to any billboards, either in whole or in part, to Company or any other entity claiming any interest in any of the billboards mentioned herein.

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

4.13.1 Notices to Company shall, until City's receipt of written notice otherwise, be addressed to: Lamar Advertising, 449 Parkcenter Circle, San Bernardino, CA 92408; with additional copy to: Lamar Advertising Company, Attn. General Counsel, 5551 Corporate Boulevard, Baton Rouge, LA 70808.

4.13.2 Notices to City shall, until Company's receipt of written notice otherwise, be addressed to City of Riverside, Attn: City Manager, 3900 Main Street, Riverside, California 92522.

4.13.3 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.

4.14 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.

4.15 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.

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

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

4.18 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.

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

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

4.21 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.

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

4.23 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.

4.24 Digital and Counterpart Signatures. Each party to this Lease intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Lease. The parties further agree that the digital signatures of the parties included in this Lease are intended to

authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Billboard Relocation Agreement as of the calendar day and year written below.

CITY OF RIVERSIDE,
a California charter city and
a municipal corporation

Lamar Central Outdoor, LLC,
a Delaware limited liability company

By: _____
City Manager

By: C.T
C. Todd Porter (May 5, 2026 11:16:41 PDT)
Name: C. Todd Porter
Title: VP & GM

ATTEST:

By: _____
Name:
Title:

By: _____
City Clerk

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson (May 5, 2026 11:54:01 PDT)
Assistant City Attorney

EXHIBIT "A"

CITY OF RIVERSIDE'S CONDITIONS OF RELOCATION AND REPLACEMENT

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. The Relocated Billboards projecting over a pedestrian walkway shall have a minimum clearance of 12 feet between the lowest point of the sign and the walkway grade.

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. The maximum measurable light output of each digital display shall not exceed 0.3 foot-candles above the ambient light level at any time, as measured by two hundred and fifty feet (250') perpendicular to the location of each display face. 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. Each Relocated Billboard or Changeable Message Board shall be designed and required to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.

4. No Animation or Motion. Such displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each message shall not include flashing, scintillating lighting or the varying of light intensity. 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 are calibrated to comply with maximum measurable light output as specified in paragraph 2 above. 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 10 pm to 5 am when located within five hundred feet (500') of a residentially zoned property or use, as determined by the City in its sole but reasonable discretion, regardless of whether the residentially zoned property or use 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"); any statement or words of an "obscene, indecent, or immoral character," as that phrase is used in Business and Professions Code Section 5402 and judicial decisions interpreting the same.

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, 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 Billboards are prohibited unless negotiated as part of this Agreement and consistent with applicable state law and the City's Municipal Code.

12. Billboard Operator. The Relocated Billboards and Changeable Message Boards shall plainly display, and be visible from no less than 100 feet, the name of the person or company owning or maintaining such billboard, and the billboard's identification number.

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 thirty (30) 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. For any non-monetary default that cannot reasonably be cured within such thirty (30) day period, Company shall not be deemed in default so long as it commences cure within such period and thereafter diligently pursues completion and such non-monetary default is cured within sixty (60) days. No revocation shall occur except upon a material, uncured breach following written notice and an opportunity to cure.

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.