

BILLBOARD RELOCATION AGREEMENT

THIS BILLBOARD RELOCATION AGREEMENT (“the Agreement”) is made and entered into as of this 23rd day of March, 2026 (the “Effective Date”), by and between the CITY OF UPLAND, a California municipal corporation (“the City”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“the Company”). Hereafter the City and the Company are sometimes referred to as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Company owns and operates eight (8) legal non-conforming billboard advertising structures within the city limits of City (each a “Billboard” and collectively the “Billboards”);

WHEREAS, the Company had previously owned and operated a total of thirteen (13) legal non-conforming billboard (the “Original Billboards”), however as part of previous “good faith” negotiations, the Company voluntarily decided to not renew the leases of five (5) billboards and removed them and are seeking credit as part of this Agreement, pursuant to Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, for the two (2) new billboards.

WHEREAS, Upland Municipal Code, Section 17.15 (Signs), and the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. (in particular Bus. & Prof. Code Section 5412), allow local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

WHEREAS, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

WHEREAS, on September 22, 2025 and October 27, 2025, the City Council approved first and second reading of the ordinance accordingly to amend Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan to allow billboards as a permitted use subject to specific regulations and development standard;

WHEREAS, Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, permits a billboard company to remove a minimum of two (2) existing “static” billboards located anywhere within the City per each new high resolution digital billboard installed within the Colonies at San Antonio Specific Plan on private property, subject to approval of a Relocation Agreement approved by the City;

WHEREAS, the Company wishes to credit the previous removal of four (4) Billboards as identified in Exhibit “A” (Listed as Nos. 1 through 4) to this Agreement (the “Original Billboards”) in exchange for the right to construct and erect two (2) new digital Billboards within the Colonies

at San Antonio Specific Plan area in compliance with Section 7.7 (Sign Standards) of the Specific Plan, on the properties identified in Exhibit “B” to this Agreement (“Relocated Billboards”);

WHEREAS, the Company proposes to provide an enhanced benefit to the City by replacing the outdated reader board sign located at City Hall with a larger, higher resolution digital display.

WHEREAS, the City and the Company now wish to enter into an Agreement to memorialize the terms and conditions upon which the Company will be credited with the removal of four (4) Original Billboards and construct the Relocated Billboards on property owned by the Colonies Crossroads, LLC.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing true and correct Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Findings. The City Council finds, determines, and declares as follows:

A. This Agreement is consistent with the goals, objectives, purposes and provisions of the Upland General Plan, Colonies at San Antonio Specific Plan and the Upland Municipal Code.

B. The proposed locations for the Relocated Billboards are compatible with the uses and structures on the sites and in the surrounding areas.

C. This Agreement contributes to the reduction of visual clutter in the City by resulting in a net decrease in existing off-premises advertising displays, resulting in a reduction in advertising square footage of 1,344 square feet within the City.

D. This Agreement promotes activities of City-wide benefit and interest;

E. This Agreement provides enhanced benefit to the City by providing an upgraded digital sign at City Hall and by providing for the City’s use to post public information announcements on the Relocated Billboards.

F. The Relocated Billboards will not create traffic or safety hazards with regard to onsite access circulation or visibility.

G. The Relocated Billboards will not interfere with onsite parking or landscaping required by City ordinance or permit.

H. The Relocated Billboards will not otherwise result in a threat to the general health, safety, and welfare of City residents.

2. Term of Agreement. Unless earlier terminated as provided for herein, this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Termination of the Lease Agreement between the Colonies and the Company.

3. Relocated Billboards. In exchange for the ability to develop the Relocated Billboards identified in Exhibit “B,” Company shall provide evidence of the removal of those Original Billboards identified in Exhibit “A.”

A. Within sixty (60) days of the approval of this Agreement, the Company shall, at its sole cost and expense, submit a sign permit plan(s), with accompanying fees, to the City Building & Safety Department for the development of the Relocated Billboards.

B. The Parties acknowledge that the Relocated Billboards will be placed on privately-owned property subject to the Agreement between the City and the Company. If the Relocated Billboards are not constructed, the obligations of the Parties under this Agreement shall terminate and the Agreement shall be of no further force or effect.

4. Conditions of Relocation.

A. Removal of Existing “Static” Billboards. Prior to building permit issuance, the billboard company must obtain approval of a Relocation Agreement which credits the previous removal of (4) existing “static” billboards, as identified in Exhibit A, for the two (2) new high resolution digital billboard installed within the Colonies at San Antonio Specific Plan.

B. Maximum Height and Display Area. The maximum height of the billboard shall not exceed 65 feet above the freeway grade, and the display area shall not exceed 672 square feet with dimensions not exceeding 48 feet in width and 14 feet in height.

C. Sign Face Overhang. The Relocated Billboards shall not overhang on to any State Highway, or other public rights-of-way or property lines.

D. Timing of Message Changes. The timing of message changes on any Relocated Billboard shall change no more frequently than once every six seconds; and that blinking and/or moving characters shall be prohibited, except when necessary to change the message.

E. No Traffic Hazards. The Relocated Billboards shall not create a traffic hazard by distracting drivers or any obstructing traffic visibility, and shall be screened, tinted, shielded or otherwise modified, as necessary, to eliminate excessive glare, as deemed sufficient by the Development Services Director.

F. Automatic Dimmers. Each Relocated Billboard shall contain automatic dimmers that maintain brightness at a level of 0.3 foot candles over ambient light at 250 feet. Each Relocated Billboard shall be equipped with a mechanism to monitor its brightness.

G. Applicable Laws and Rules. The Relocated Billboard shall comply with all applicable requirements of state, federal, and local law, including, but not limited to, the Outdoor Advertising Act, the Colonies at San Antonio Specific Plan and the Upland Municipal Code. In the event of any inconsistencies, the most stringent requirements shall apply.

H. Other Sign Modifications. This Agreement applies only to the Relocated Billboards contemplated by this Agreement. Any additional changes, alterations, or modifications of any kind may warrant a modification to this Agreement.

I. Maintenance. The Relocated Billboard shall be properly maintained so that inoperative or improperly lighted bulbs do not impair the appearance and legibility of the sign.

5. Relocated Billboards. Upon verification of the removal of the Original Billboards, Company shall be entitled to construct the Relocated Billboards upon the properties identified in Exhibit "B," in accordance with the Site Plans for each Relocated Billboard attached hereto as Exhibits "B-1" and "B-2." Company shall be entitled to construct each of the Relocated Billboards with a two-sided changeable message digital display.

6. Substitute Locations.

A. Notwithstanding the foregoing, the Parties acknowledge that, irrespective of City Council approval of this Agreement, Company may still need to acquire property interests and permit approvals from other governmental agencies (i.e. Caltrans) to develop the Relocated Billboards on the properties identified in Exhibit "B."

B. Should any of the relocation sites be disapproved or be determined to be infeasible for any reason, Company shall be entitled to develop Relocated Billboards on substitute site(s), subject to City Council approval, in its sole and absolute discretion, and consistent with the terms of this Agreement and applicable City regulations. Company hereby expressly agrees that the City shall not be bound by any implied covenant of good faith and fair dealing in connection with the approval or disapproval of any substitute site(s).

C. Approval of substitute relocation site(s) shall be accomplished through an amendment to this Agreement. The need for identification and approval of one or more substitute relocation sites shall not affect Company's ability to develop a Relocated Billboard on a site otherwise approved in this Agreement.

7. Public Service Messages. As further consideration for the City's Agreement to allow the Company to develop the Relocated Billboards, City shall be entitled to place public service announcements and/or display messages and other matters of public interest on any such Relocated Billboard on an "as available" basis; provided, however, that messages placed by City on the Relocated Billboards must be limited to non-profit, public service messages (hereinafter "Public Service Messages"). 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. For all Public Service Messages, City shall be responsible for providing Company with the advertising copy. Company shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall have 48 hours after receipt and approval of advertising copy to display the Public Service Message.

8. Replacement of City Hall Digital Sign. Prior to constructing the Replacement Billboards, Company shall replace the existing Upland City Hall digital sign with a larger, higher resolution digital display ("Upgraded Sign"). The Upgraded Sign shall have a minimum resolution pitch of 17mm or better and a display face not exceeding 48 square feet and shall contain automatic dimmers that maintain brightness at a level of 0.3 foot candles over ambient light at 250 feet. Rendering images of existing City Hall digital sign and Upgraded Sign are attached hereto as

Exhibit “C.” After City has inspected the Upgraded Sign and determined, in its sole and reasonable discretion, that it meets the requirements of this section, Company shall have no duty to maintain, service, replace, repair, or otherwise care for the Upgraded Sign and cannot guaranty against any hardware or electrical malfunctions. City is solely responsible for the maintenance, service, replacement, repair and ultimate care of the Upgraded Sign.

9. Indemnity. To the fullest extent permitted by law, Company, as a material part of the consideration to be rendered to City under this Agreement, shall indemnify City, its officials, officers, agents, employees, and any successors or assigns to the City’s rights under this Agreement (collectively “City Parties”) and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter “Indemnified Claims and Liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use, construction, and maintenance of the Relocated Billboard by Company, its officers, agents, contractors, subcontractors, and employees (collectively “Company Parties”), and in connection with the foregoing indemnity:

A. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities with counsel of City’s choosing, and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

B. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold City and City Parties harmless therefrom; and

C. In the event City Parties are made a party to any action or proceeding filed or prosecuted against Company Parties for such Indemnified Claims and Liabilities, Company shall pay to City any and all costs and expenses incurred by City Parties in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

D. Company and City further acknowledge that Company shall not indemnify City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of City Parties.

E. This Section 9 shall survive termination or completion of this Agreement.

10. City Authority to Pursue Its Own Billboards or Advertising Displays. The Company hereby acknowledges and agrees that the City is a separate legal entity with the authority to engage in various municipal activities, including but not limited to, the placement, construction, operation, and maintenance of its own City-owned signs or billboards for public, non-commercial, or commercial purposes at locations other than the New Billboard Sites described herein. The Company expressly waives and releases any and all claims, demands, actions, or causes of action, at law or in equity, that it may now have or may have in the future against the City (or its elected officials, officers, employees, or agents) which are related to, or connected with, the City’s independent decision to pursue or operate its own billboard or advertising displays in the future, provided such City activities do not violate the express terms of this specific Relocation Agreement or applicable law.

11. Company's Advertising Policy/Sign Content. The Parties acknowledge that public advertising is an important form of public communication. City desires to preserve this type of communication while preserving the character of the community and prevent exposure of its residents to advertising which City's residents might find offensive. Accordingly, Company agrees and covenants for itself and its successors and assigns, that any advertising or display on the Relocated Billboards shall comply with the following:

A. 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 materials, image, or content that could reasonably be considered sexually explicit or pornographic shall be prohibited.

B. Advertising that advertises any Adult Oriented Business, displays "Specified Anatomical Areas," or displays "Specified Sexual Activities," as those terms are defined in the City's Adult Business Ordinance shall be prohibited.

C. Advertising that contains references to, or pictures of, tobacco products or cannabis products shall be prohibited.

D. Advertising that Caltrans determines is likely to interfere with, mislead or distract traffic or conflict with any traffic control system or traffic circulation shall be prohibited.

E. Advertising that contains false or misleading information shall be prohibited.

F. Advertising that depicts violence, anti-social behavior except when encouraged by a government, or illegal behavior shall be prohibited.

G. Advertising that holds up an individual or groups of people to public ridicule, derision, or defames any individual or group or advocates discrimination against any individual or group shall be prohibited.

H. Advertising that is obscene, profane or vulgar shall be prohibited (advertising described in subparagraphs A through H shall collectively or individually be referred to as "Objectionable Advertising").

I. Company shall operate in compliance with the requirements of the Outdoor Advertising Act and the Outdoor Advertising Association of America's Code of Industry Principles.

J. Company shall include in its advertising lease agreements and any other agreements related to the Relocated Billboard, provisions that require compliance with the terms of the approved Relocation Agreement 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 the terms in the approved Relocation Agreement.

12. Preference for Local Businesses. The billboards are intended to support local businesses in Upland, as well as advertising regional or national businesses. In order to promote local businesses in Upland and grow the Upland Chamber of Commerce's membership, the Company shall establish an advertising program that provides a twenty percent (20%) discount on advertising for businesses located in Upland. members of the Upland Chamber of Commerce and the Upland Chamber of Commerce itself.

13. General Provisions.

A. Assignment. The Company may only assign or otherwise transfer this Agreement to any other person, firm, or entity upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and upon receipt of the City's written approval of such assignment or transfer by the City Manager. Any and all assignments must be approved by the City, prior to taking effect. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

B. 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.

C. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, or (b) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to the Company:

Lamar Central Outdoor, LLC
449 East Parkcenter Circle
San Bernardino, CA 92408
Attention: Brian Smith

With a Copy to:

Stream Kim Hicks Wrage & Alfaro, PC
Attn: Theodore Stream, Esq.
3403 Tenth Street, Suite 700
Riverside, CA 92501

If to the City:

City of Upland
Attn: Development Services Director
460 N. Euclid Avenue
Upland, CA 91786

With a Copy to:

City of Upland
Attn: City Manager
460 N. Euclid Avenue
Upland, CA 91786

Best Best & Krieger LLP
Attn: City Attorney

2855 East Guasti Road, Suite 400
Ontario, CA 91761

D. Notices shall be deemed effective upon receipt or rejection only.

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

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

G. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

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

I. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

J. Jurisdiction and Venue; Governing Law. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the federal court with jurisdiction over San Bernardino County and the state courts located in San Bernardino County, California. This Agreement shall be governed by California law.

K. Exhibits. Exhibits A through C identified as follows, are attached to this Agreement and are incorporated herein as though set forth in full:

Exhibit A	ORIGINAL BILLBOARDS
Exhibit B	SITES SELECTED FOR RELOCATED BILLBOARDS
Exhibit B-1	SOUTH SIDE OF 210 FREEWAY
Exhibit B-2	NORTH SIDE OF 210 FREEWAY
Exhibit C	CITY HALL DIGITAL SIGN

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original but together shall constitute one Agreement.

M. Electronic Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

CITY OF UPLAND
A California municipal corporation

“The Company”

LAMAR CENTRAL OUTDOOR, LLC

By: _____
Michael Blay,
City Manager

By: _____
By: _____
Its: _____

ATTEST:

By: _____
Keri Johnson,
City Clerk

By: _____
By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Best Best and Krieger, City Attorney

Exhibit "A"

ORIGINAL BILLBOARDS					
	Location	Lease No.	Size (sq/ft)	Type	Faces
1.	FOOTHILL BLVD. S/L 0.2 MI W/O CENTRAL AVE. REMOVED IN JUNE 2020	259-00657-01	576	Static	2
2.	FOOTHILL BLVD. S/L 0.1 MI W/O CENTRAL AVE. REMOVED IN MAY 2020	259-00658-01	576	Static	2
3.	FOOTHILL BLVD. N/L W/O BENSON AVE. REMOVED IN JUNE 2020	259-07417-01	400	Static	2
4.	BENSON AVE. W/L 0.1 MI S/O 9TH ST. REMOVED IN MAY 2020	259-7960-01	144	Static	2
5.	FOOTHILL BLVD N/L, 1795' W/O CENTRAL AVE	259-00289-01	576	Static	2
6.	CENTRAL AVE. W/L 195' N/O ARROW RTE	259-596-01	400	Static	2
7.	BENSON AVE W/L 626' N/O 11TH STREET	259-00881-01	576	Static	2
8.	FOOTHILL BLVD. N/L 0.3 MI W/O CENTRAL AVE., UPLAND	259-03183-01	478	Static	2
9.	FOOTHILL BLVD SL 0.3 MI E/O CENTRAL AVE.	259-07414-01	478	Static	2
10.	CENTRAL AVE WL 200' S/O FOOTHILL BLVD.	259-07416-01	576	Static	2
11.	MOUNTAIN AVE WL S/O ARROW ROUTE REMOVED	259-07434-01	192	Static	2
12.	CENTRAL AVE. WL 160' S/O 11TH ST	259-07462-01	478	Static	2
13.	FOOTHILL BLVD. S/L 175' E/O CENTRAL AVE	259-07468-01	576	Static	2

Exhibit "B"

SITES FOR RELOCATED BILLBOARDS				
Site	Location	Size (H x W)	Type	Faces
1	South side of the 210 Freeway, west of the Campus Avenue Eastbound Off-Ramp	14' x 48'	Electronic	2
2	North side of the 210 Freeway, east of the Campus Avenue Westbound Off-Ramp	14' x 48'	Electronic	2

EXHIBIT B-1
SOUTH SIDE OF 210 FREEWAY,
WEST OF THE CAMPUS AVENUE / EASTBOUND OFF-RAMP

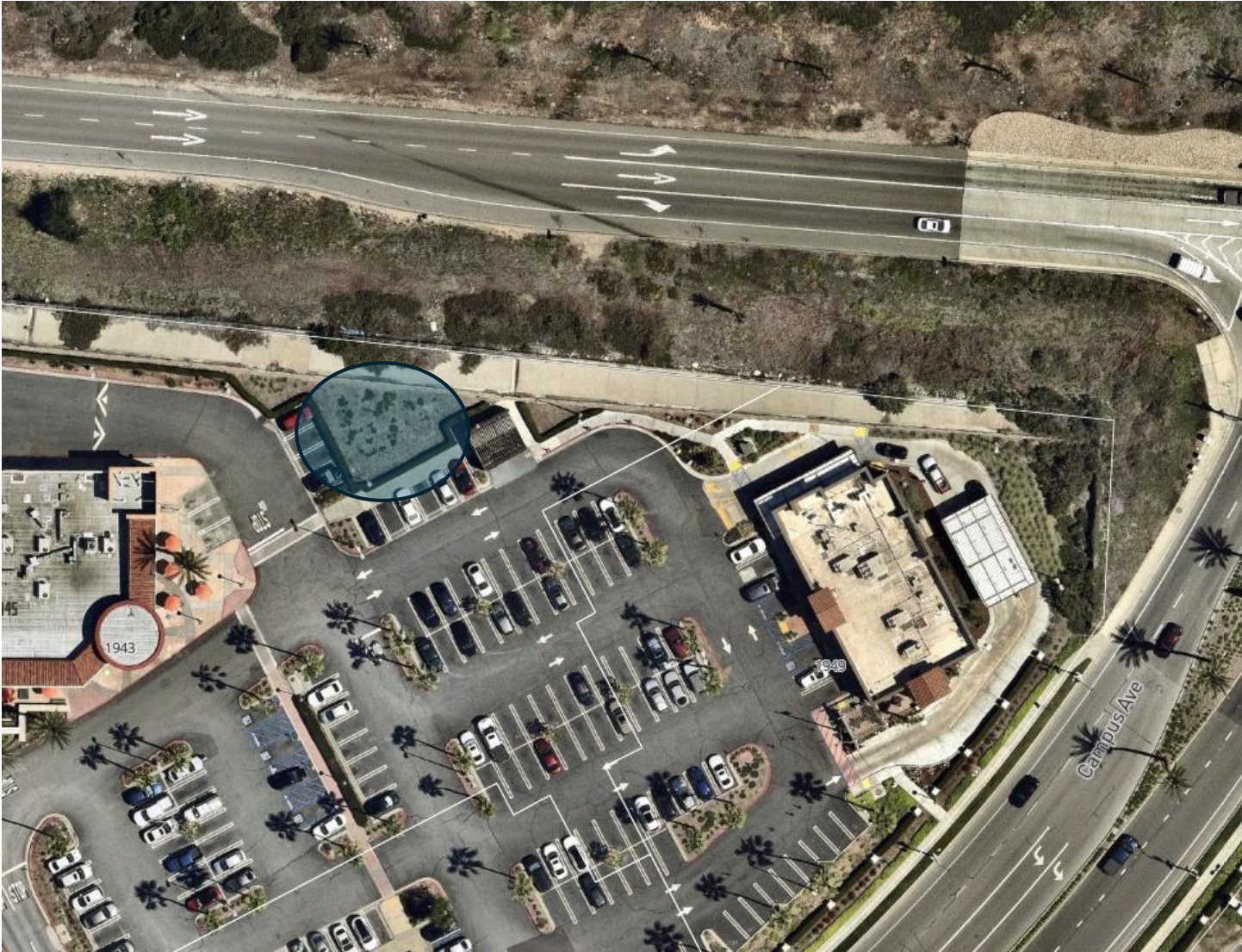


EXHIBIT B-2
NORTH SIDE OF THE 210 FREEWAY,
EAST OF THE CAMPUS AVENUE / WESTBOUND OFF-RAMP



Exhibit "C"

City Hall Display Sign

Existing



New

