

**FIRST AMENDMENT TO
BILLBOARD RELOCATION AGREEMENT
BETWEEN CITY OF RIALTO AND
LAMAR CENTRAL OUTDOOR, LLC**

This FIRST AMENDMENT TO BILLBOARD RELOCATION AGREEMENT (“**First Amendment**”) is entered into and effective as of January ___, 2020 by and between the CITY OF RIALTO, a public body, corporate and politic (the “**City**”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“**Lamar**”)(collectively, the “**Parties**”).

RECITALS

WHEREAS, to be in conformance with applicable City design standards, and to provide no net increase of Lamar’s inventory of billboards in the City, pursuant to Business & Professions Code Section 5412, the Parties, along with San Bernardino County Transportation Authority, entered into an agreement in February, 2019 regarding the installation of one (1) digital display billboard along the north side of the SR-210 Freeway approximately 1,600 feet west of Alder Avenue on City-owned property (APN: 1119-241-02) in exchange for removing two existing static display billboards from the I-10 freeway; and

WHEREAS, to be in conformance with applicable City design standards, and to provide no net increase of Lamar’s inventory of billboards in the City, pursuant to Business & Professions Code Section 5412, the Parties entered into a Billboard Relocation Agreement (“**Relocation Agreement**”) in June, 2019 regarding the installation of three (3) digital display billboards at the following locations of City-owned land in exchange for previously removing seven billboards:

- East side of Riverside Avenue approximately 600 feet south of San Bernardino Avenue immediately north of the Grace Vargas Senior Center – 0.25-acre City-owned parcel (APN: 0132-102-13).
- Southwest corner of Foothill Boulevard and Cactus Avenue immediately to the east of the Telacu Senior Citizen Housing Project – 0.34-acre Rialto Housing Authority owned parcel (APN: 0128-081-47).
- North side of the SR-210 Freeway approximately west of Alder Avenue – 7.2-acre City-owned parcel (APN: 1119-241-02).

WHEREAS, the Parties desire to change the location of one of the billboards identified in the Relocation Agreement that was previously planned for the southwest corner of Foothill Boulevard and Cactus Avenue to a new location at the southwest corner of the SR-210 Freeway and Ayala Drive interchange; and

WHEREAS, the Parties wish to enter into this First Amendment in order to amend certain matters set forth in the Relocation Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree to the following amendments to the Relocation Agreement:

1. Operative Provisions.

Section 2 of the Relocation Agreement entitled “Description of Project,” is amended to read in its entirety as follows:

“2. Description of Project. Lamar has removed or will remove eight (8) Billboards containing a total of sixteen (16) display panels on or before the Commencement Date for the first lease subject to this Relocation Agreement, existing in various locations throughout the City as further described in Exhibit “A,” attached hereto and incorporated herein by reference (“Removed Billboards”). Each of the Removed Billboards held the status of legal nonconforming use as the term is defined by Section 18.60.010 of the Rialto Municipal Code. Lamar shall be entitled to relocate four (4) of the Removed Billboards to locations specifically described and depicted in Exhibit “B,” attached hereto and incorporated herein by reference (“Relocated Billboards”). Lamar shall further be entitled to construct each of the Relocated Billboards with a two-panel changeable message digital display. Failure by Lamar to remove the aforementioned eight (8) billboards within the time described herein shall cause this Relocation Agreement to terminate automatically on the day following the time such action is required to be taken and without the need for City to take any further action or provide notice to Lamar of such termination.

The City Council has found that this Agreement is in the public interest of the City and its residents. Adopting this Agreement constitutes a present exercise of the City’s police power, and this Agreement is consistent with the City’s General Plan and the City of Rialto Municipal Code. This Agreement is intended to achieve a number of the City’s objectives including the reduction of visual clutter by reducing the number of billboards located within the City, without expenditure of public funds, thereby improving the City’s appearance as a whole, while accommodating continued investment in the City and preservation of expectations of developers and property owners and the use of outdoor advertising as an important medium of communication.”

2. Exhibit “B” Relocated Billboard Sites.

Exhibit “B” entitled “Relocated Billboard Sites” of the Relocation Agreement is hereby amended to read in its entirety as follows:

“1. One (1) double-faced changeable message digital display outdoor advertising structure, located on the north side of the Rialto Senior Center, immediately across from the Wal-Mart Shopping Center on south Riverside Avenue (APN 0132-102-13)

2. One (1) double-faced changeable message digital display outdoor advertising structure, located at the southwest corner of SR-210 Freeway and Ayala Drive (APN [REDACTED])

3. Two (2) double-faced changeable message digital display outdoor advertising structures, located west of Alder Avenue along Casmalia Street and the SR-210 Freeway (APN 1119-241-01).”

3. Integration.

This First Amendment, the agreements specifically referred to herein, and all attachments thereto, integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This First Amendment amends, as set forth herein, the Relocation Agreement and, except as specifically amended thereby, the Relocation Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms of the Relocation Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the Parties.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives.

“The City”
CITY OF RIALTO

Rod Foster, City Manager

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

Fred Galante, City Attorney

“Lamar”

LAMAR CENTRAL OUTDOOR, LLC

By: _____
By: _____
Its: _____

By: _____
By: _____
Its: _____