

**BILLBOARD RELOCATION AGREEMENT
BETWEEN
THE CITY OF SIGNAL HILL
AND
CLEAR CHANNEL OUTDOOR, LLC**

This BILLBOARD RELOCATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2026, by and between the CITY OF SIGNAL HILL, a California charter city (“City”), and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (“CCO”) (collectively the “Parties”).

RECITALS

WHEREAS, the City owns the property located at 3100 California Avenue, Signal Hill, CA 90755, APN No. 7212-001-933 which is more particularly described in Exhibit A (the “Property”); and

WHEREAS, the City currently owns and operates an existing redevelopment area sign with digital display faces with California Department of Transportation Permit No. RD07-0012 (the “RDA Sign”) on the Property; and

WHEREAS, pursuant to Section 5273 of the California Business and Professions Code, notwithstanding the dissolution of the state redevelopment agency, certain redevelopment area signs, such as the RDA Sign, were allowed to continue to exist for a stated period provided that certain terms and conditions set forth in the Code were satisfied; and

WHEREAS, following the timelines in Section 5273(b) of the California Business and Professions Code, the RDA Sign must be brought into compliance with state law; and

WHEREAS, CCO desires to aid the City in bringing the RDA Sign into compliance with state law, and the City desires to accept CCO’s help in this regard; and

WHEREAS, CCO and the City have agreed that CCO shall dismantle the RDA Sign and, thereafter, apply for and obtain required City and Caltrans permits to replace the digital display faces on the RDA Sign with modern digital display faces and operate the structure as an outdoor advertising structure (thereafter, the “Digital Billboard”) the specifications of which are more particularly described in Exhibit B; and

WHEREAS, the Digital Billboard would be in a location classified as a landscaped freeway segment as defined by the California Department of Transportation (“Caltrans”) and, therefore, operation of the Digital Billboard is contingent upon approvals from Caltrans; and

WHEREAS, the California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 *et seq.*) (the “OAA”), and specifically Sections 5412 and 5443 and 5443.5, empower cities and sign owners to enter into relocation agreements on whatever terms are agreeable to such parties, provided that the relocation does not result in a net increase to off-premises signs on landscaped

freeway segments, and this Agreement constitutes a relocation agreement for purposes of such sections; and

WHEREAS, pursuant to the terms of this Agreement, CCO is willing to – and actually will – voluntarily remove another of its owned outdoor advertising structures that is currently located along a landscaped freeway segment in the County of Los Angeles; and

WHEREAS, the City has prepared, posted, and circulated any notices necessary for the approval of this Agreement, and the City plans to review CCO's application to replace and dismantle the RDA Sign and install, operate, and maintain the Digital Billboard on the Property; and

WHEREAS, on March 10, 2026, after conducting a duly-noticed public hearing, the City Council adopted a resolution approving the execution of that certain Lease Agreement dated DATE (the "Lease") with CCO for the dismantling of the RDA Sign and the installation, operation, and maintenance of the Digital Billboard on the Property and also the execution of this Agreement with CCO. Accordingly, the City Manager is authorized to sign this Agreement on behalf of the City; and

WHEREAS, in the Lease, CCO has promised the City public benefit in the form of CCO's promise to remove and dismantle the RDA Sign, CCO's payment of rent for operation and maintenance of the Digital Billboard on the Property, and CCO's provision to the City of no-cost advertising display time on the Digital Billboard for civic messaging, community messaging, and emergency and other public health benefits; and

WHEREAS, this Agreement, the removal of the RDA Sign and the operation and maintenance of the Digital Billboard on the Property will serve the public interest by allowing the City to generate revenue in accordance with the City's Sign Ordinance and all other applicable regulations codes, and plans, and will preserve and promote the public health, safety and welfare by promoting business and commerce within the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto agree as follows:

SECTION 1. RECITALS AND EXHIBITS.

The foregoing recitals are true and correct, express the intent of the Parties, and are incorporated herein as contractual terms. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

SECTION 2. CLEAR CHANNEL AND CITY AUTHORITY AND STATUS.

CCO hereby represents and warrants for the benefit of City all of the following:

A. That the information provided by CCO in this Agreement is true and accurate to the best of CCO's knowledge after a diligent inquiry; and

B. That CCO is a duly-organized, validly-existing corporation, in good standing under the laws of its place of incorporation and in good standing in the State of California; and

C. That CCO's signatory to this Agreement is authorized by resolution, bylaws, constitution or other authorization of CCO, which resolution, bylaw, constitution or other authorization is currently in full force and effect, to execute this Agreement on CCO's behalf and bind CCO thereby; and

D. That CCO is duly authorized to perform or to cause to be performed all of the obligations of CCO, or CCO's contractors, subcontractors or other agents, under and in accordance with the terms and conditions of this Agreement.

City hereby represents and warrants for the benefit of CCO all of the following:

A. That the information in this Agreement is true and accurate to the best of City's knowledge after a diligent inquiry; and

B. That City's signatory to this Agreement is authorized by resolution or ordinance, which resolution or ordinance, is currently in full force and effect, to execute this Agreement on the City's behalf and bind the City thereby; and

C. That the City is duly-authorized to perform or to cause to be performed all of the obligations of City under and in accordance with the terms and conditions of this Agreement.

SECTION 3. EFFECTIVE DATE OF AGREEMENT.

The effective date of this Agreement shall be the date this Agreement is executed by both parties (the "Effective Date").

SECTION 4. TERM OF AGREEMENT.

The term of this Agreement shall commence on the Effective Date and shall remain in effect during the term of the Lease, as the Lease may be extended by its terms. It is hereby understood and agreed that CCO is the owner of all Permits (as defined below) and shall permanently retain the relocation rights for the Digital Billboard upon termination of this Agreement, and after termination of this Agreement shall be permitted to remove the above-ground portions of the Digital Billboard and to relocate such billboard to property other than the Property at its sole discretion, subject to the receipt of applicable permits and approvals.

SECTION 5. BILLBOARD REMOVAL.

The Parties hereto acknowledge and agree that CCO will dismantle the RDA Sign within one hundred and eighty (180) days of the receipt of all required final, non-appealable (with no

appeal having been filed) local and state governmental approvals and permits and any other required permits or approvals (“Permits”) required for the dismantling of the RDA Sign and the installation, maintenance, and operation of the digital display faces on the Digital Billboard.

SECTION 6. BILLBOARD CONSTRUCTION.

The Parties hereto acknowledge and agree that CCO may install, operate, and maintain the Digital Billboard at the location described in Exhibit A to the specifications outlined in Exhibit B, and that CCO will at all times operate and maintain the Digital Billboard in compliance with this Agreement and all applicable federal, state, and local laws.

SECTION 7. CLEAR CHANNEL'S RIGHTS AND OBLIGATIONS.

A. In addition to CCO’s dismantling of the RDA Sign, CCO shall also remove an existing CCO-owned sign from another classified landscaped segment within the boundaries of the County of Los Angeles (such existing sign, as described more particularly in Exhibit C, the “Existing Landscaped Billboard”). CCO shall not be required to remove the Existing Landscaped Billboard pursuant to this Agreement unless and until CCO has received all Permits for the dismantling of the RDA Sign and the installation and operation of the Digital Billboard on the Property. For the avoidance of doubt, the RDA Sign and the Existing Landscaped Billboard are separate and independent structures with key roles in this relocation agreement. Because CCO has voluntarily agreed to remove the Existing Landscaped Billboard, the development of the Digital Billboard on the Property will not result in a net increase of off-premises signs on landscaped freeway segments.

B. City agrees that it will use reasonable efforts to cooperate with CCO in connection with any Permits required from the City and Caltrans, and any other governmental agencies, and that it will use reasonable efforts to issue all Permits necessary for CCO's timely compliance with this Agreement in a timely manner, including, but not limited to, installation of the display faces on the Digital Billboard and dismantling of the RDA Sign.

C. In addition to the obligations set forth in this Section, CCO shall provide community messaging and civic messaging to the City as set forth in the Lease. CCO shall also provide public emergency and public health messaging at no cost to the City as described in the Lease.

SECTION 8. RELATIONSHIP OF PARTIES.

Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between CCO and the City. Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way, notwithstanding that this Agreement is binding on and between the Parties.

SECTION 9. INSURANCE REQUIREMENTS.

Section 20 of the Lease, titled "Insurance," is incorporated into this Agreement by this reference.

SECTION 10. INDEMNIFICATION AND HOLD HARMLESS

Section 23 of the Lease, titled "Indemnification," is incorporated into this Agreement by this reference.

SECTION 11. NOTICES.

Section 25 of the Lease, titled "Notice and Deliveries," is incorporated into this Agreement by this reference.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including exhibits, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

SECTION 13. MISCELLANEOUS PROVISIONS.

A. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be vested exclusively in Los Angeles County Superior Court, or, where otherwise appropriate, exclusively in the United States District Court, Southern District of California.

B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. No provision of this Agreement will be deemed waived by either Party unless expressly waived in a writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. The waiver by any party to this Agreement of a breach or violation of any provision of this Agreement shall not be deemed a continuing waiver, a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of that or any other provision of this Agreement.

D. Any and all exhibits that are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement.

E. This Agreement may be amended only by written agreement executed by both Parties.

F. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected thereby and shall remain in full force and effect to the maximum possible extent.

G. Where this Agreement refers to the City and no officer of the City is named, the City Manager of the City shall have the authority to act on behalf of the City.

H. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

I. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

J. In the event either Party is in default of any provision hereof, the non-defaulting Party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting Party written notice of the same pursuant to this Agreement.

K. Unless otherwise specified herein, the defaulting Party shall have thirty (30) days from the receipt of such notice to cure the default, or, if the default cannot be cured within thirty (30) days, to commence and diligently pursue a cure within such thirty (30) day period for such longer period as may be reasonably required.

L. In the event that either Party elects to terminate this Agreement due to the uncured default of the other Party, then CCO agrees that it shall remove only the above-ground portions of the Digital Billboard within ninety (90) days from the date of termination.

M. Each of the Parties having participated in the drafting of this Agreement, any ambiguity or uncertainty herein shall not be construed against either of the Parties.

N. Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either CCO or the City is prevented or delayed because of a Force Majeure Event, as defined below, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. An extension of time for any such Force Majeure Event will be for the period of the enforced delay and will commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and CCO. "Force Majeure Event," for purposes of this Agreement, means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party's reasonable control, including the elements (including floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, pandemics, epidemics, the actions or inactions of any governmental entity or that entity's agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.

O. This Agreement, including its exhibits, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

CITY OF SIGNAL HILL, a California
municipal corporation

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

CLEAR CHANNEL OUTDOOR, LLC, a
Delaware limited liability company

Signature

Print Name

Title

Date

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

ASSESSORS PARCEL 7212-001-031

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SIGNAL HILL, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 15 ACRES (AREA BEING COMPUTED TO STREET CENTERS) OF FARM LOT 23 OF THE AMERICAN COLONY TRACT, RANCHO LOS CERRITOS, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 89 AND 90 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA, RECORDED

DECEMBER 4, 1959 AS INSTRUMENT NO 1125 OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF FARM LOT 23 LYING NORTHERLY AND EASTERLY OF THE SOUTH LINE OF SAID LAND DESCRIBED IN A DEED CONVEYED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 4, 1959 AS INSTRUMENT NO. 1125 OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO DARNELL AND DICK INVESTMENT COMPANY, RECORDED SEPTEMBER 18, 1973 AS INSTRUMENT NO 2462 OFFICIAL RECORDS, AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST 15 ACRES OF FARM LOT 23 IN THE AMERICAN COLONY TRACT, AS SHOWN ON MAP RECORDED IN BOOK 19, PAGES 89 AND 90, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, REQUIRED BY THE STATE OF CALIFORNIA BY PARCEL 55-C OF DEED (STATE PARCEL 8177) RECORDS IN BOOK D1708, PAGE 746 OF OFFICIAL RECORDS, IN SAID OFFICE. DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 55-C, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 55-C, NORTH 89° 50' 57" EAST, 8 49 FEET. THENCE NORTH 30° 40' 08" WEST, 16 62 FEET TO THE WESTERLY LINE OF SAID PARCEL 55-C, THENCE ALONG SAID WESTERLY LINE SOUTH 0° 05' 17" EAST, 14.30 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DISCLOSED IN A TAX DEED TO WILLIAM QUINN, RECORDED MARCH 1, 1982 AS INSTRUMENT NO 213753 OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED THEREIN AS FOLLOWS:

AMERICAN COLONY TRACT LOT COMMENCING EAST 576 FEET FROM THE INTERSECTION OF THE SOUTH LINE OF LOT 23 WITH THE EAST LINE OF CALIFORNIA AVENUE PER MAP R 19-89-90, THENCE EAST 32 FEET WITH A UNIFORM DEPTH OF 66 FEET, NORTH PART OF LOT 23.

ALSO EXCEPT THE SOUTH 66 FEET OF THE EAST 32 FEET OF THE WEST 736 FEET (COMPUTED FROM THE EAST LINE OF CALIFORNIA AVENUE) OF THE WEST 15 ACRES OF SAID FARM LOT 23.

ALSO EXCEPT PARCEL 48-F THE SOUTH 22 FEET OF THE EAST 32 FEET OF THE NORTH 616 FEET OF THE WEST 768 FEET (COMPUTED FROM THE EAST LINE OF CALIFORNIA

ALSO EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND. AS RESERVED OR GRANTED IN DOCUMENTS OF RECORD.

Red circle: Location of the RDA Sign and future Digital Billboard. This figure is for illustrative purposes only. Notwithstanding the foregoing, the Digital Billboard shall be located at the same site as the location of the RDA Sign.

EXHIBIT B
DIGITAL BILLBOARD SPECIFICATIONS.

This rendering of the Digital Billboard is for illustrative purposes only. The actual appearance of the structure or display faces may differ slightly from the structure in the image below.

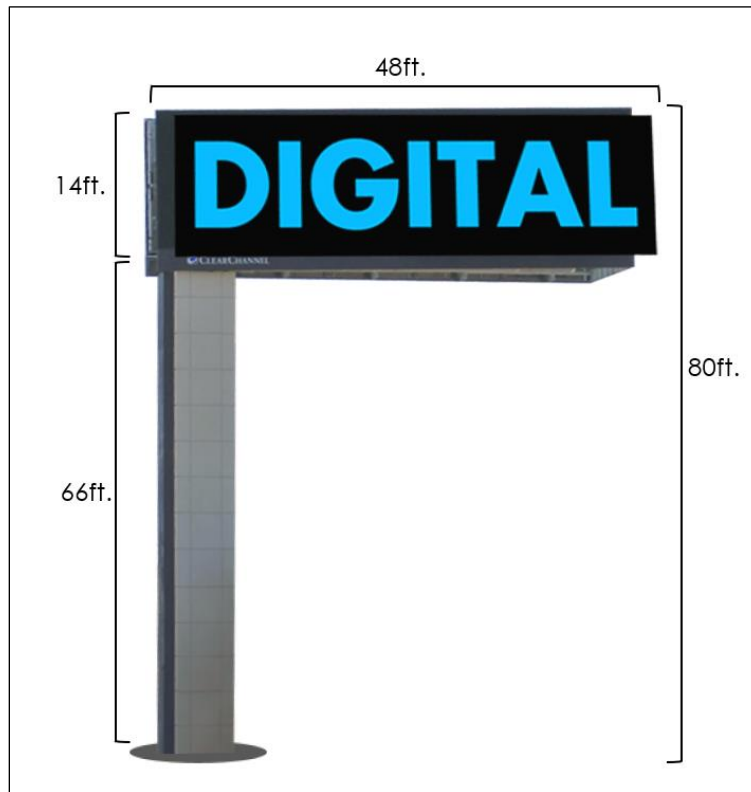


EXHIBIT C
EXISTING LANDSCAPED BILLBOARD TO BE RELOCATED

Location: The outdoor advertising structure we are seeking to relocate is within a designated landscaped segment in Los Angeles County, adjacent to the Harbor Freeway (Route 110) Southbound approximately 680 feet south of Carson Street (115 feet south of postmile 6.9L).

Customer: Clear Channel Outdoor (South)

Permit Number: 18162.

Images on next page.

Figure C-1: An aerial image of the outdoor advertising structure being relocated.



Figure C-2: Ground images of the outdoor advertising structure being relocated.

