

## **RELOCATION AGREEMENT**

This Relocation Agreement is entered into as of this \_\_\_\_ day of December 2024, by and between the City of Beaumont, a general law city (the "City") and AMG Sign Co., Inc., a California corporation ("Outdoor Advertiser") (collectively, the "Parties") with reference to the following facts:

### **RECITALS**

- a. Outdoor Advertiser currently maintains a billboard ("Billboard") which was lawfully permitted under the laws of the City of Beaumont under a sign permit issued in 1999 for the premises located at 505 Highland Springs Ave. in the City of Beaumont.
- b. Outdoor Advertiser owns or wishes to acquire that certain property located in the City at 1691 E. Sixth Street (APN: 419-180-025), more particularly described in Exhibit A ("Relocation Site").
- b. Under Beaumont Municipal Code Section 17.07.030.G.2 and California Business & Professions Code Section 5412 the Outdoor Advertiser and City are authorized to enter into a relocation agreement subject to approval of a permit application pursuant to Section 17.07.060 and subject to the requirements of Chapter 8.50 (Outdoor Lighting) of the BMC.
- c. The City and Outdoor Advertiser desire to facilitate the relocation of the Billboard to the Relocation Site which is located within the City.

### **NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Relocation Site. Outdoor Advertiser proposes to relocate the Billboard to the Relocation Site under Beaumont Municipal Code Section 17.07.030.G.2 and California Business & Professions Code Section 5412 subject to approval of a permit application pursuant to BMC Section 17.07.060 and subject to the requirements of Chapter 8.50 (Outdoor Lighting) of the BMC. Outdoor Advertiser may not apply to the City for a permit pursuant to Section 17.07.030.G.1-2 of the Zoning Ordinance for a permit to install an outdoor advertising sign on any property other than the Replacement Site designated in this Agreement.
2. Outdoor Advertiser acknowledges that the City is not obligated to enter into this Agreement and that but for this Agreement the City's Zoning Ordinance would preclude relocation of the Billboard within the City. Outdoor Advertiser therefore agrees that upon the City's issuance of a permit and subject to said permit to install an outdoor advertising sign upon the Replacement Site within no more than one year from the date of mutual execution of this Agreement.
3. Outdoor Advertiser releases and forever discharges, on behalf of itself and its shareholders, officers, partners, affiliates, creditors, successors, assigns, heirs, executors and administrators, the City, and its commission members, public officials and councilmembers, and the City's employees, agents, contractors and affiliates from any and all demands, claims or causes of action against the City arising out of or pertaining to any occurrence, event, circumstance or matter of any kind or nature arising out of, directly or indirectly, the approval of this Agreement, including but not limited to any claims for statutory relocation benefits, just compensation, severance damages, interest, litigation expenses, attorneys' fees and costs, loss or damages for inverse condemnation. In giving

this release, Outdoor Advertiser waives the protection of Civil Code section 1542, which statute provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

4. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Outdoor Advertiser, its agents, subcontractors or employees in the performance of this Agreement. Outdoor Advertiser hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the approval of this Agreement by the City, Outdoor Advertiser's failure to comply with any provision of this Agreement, Outdoor Advertiser's actions taken under this Agreement or for Outdoor Advertiser's or its subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Outdoor Advertiser or any contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Outdoor Advertiser's indemnity, defense and hold harmless obligations under this Section 4 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications or whether City or Outdoor Advertiser has insurance or other indemnification covering any of these matters.

(c) Outdoor Advertiser's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Billboard. City's acceptance and/or certification of the Billboard shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property. City shall not be responsible or liable for the design or construction of the Billboard. Outdoor Advertiser acknowledges and agrees that Outdoor Advertiser shall be responsible and liable for the design and construction of the Billboard and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any plans, or in inspecting, reviewing or approving any work or construction of Billboard.

(d) Outdoor Advertiser acknowledges that it shall comply with all state and federal law applicable to the permitting, construction, operation, maintenance and repair of the Billboard, that it shall obtain any and all approvals related to the Billboard required under state or federal law including, but not limited to the Highway Beautification Act and the Outdoor Advertising Act.

5. Agreement Contingent Upon Issuance of Permits by City. This Agreement does not require the City to issue a permit for installation of a Billboard at the Relocation Site. If the City determines in the exercise of its discretion not to issue a permit for installation of an off-premises outdoor advertising sign on the Replacement Site, then this agreement shall terminate except for the provisions of Sections 3 and 4 which shall survive termination. Failure of the City to approve a permit for an off-premises outdoor advertising sign shall not constitute inverse condemnation on the part of the City or the City.

6. Commencement of Condemnation Proceedings. If this Agreement terminates because the City does not issue a permit for installation of an outdoor advertising sign on the Replacement Property, the City shall have no further obligation to the Outdoor Advertiser.

7. Entire Agreement. This Agreement constitutes the entire agreement between the City and Outdoor Advertiser with respect to the subject matter hereof and supersede all prior offers and negotiations, oral or written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the City and Outdoor Advertiser.

8. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California.

9. The undersigned represents and warrants that it has the power and authority to enter into this Agreement as a legally binding agreement on behalf of Outdoor Advertiser and that Outdoor Advertiser has taken all action necessary to so authorize the undersigned to legally bind Outdoor Advertiser to this Agreement.

*[signatures on the following page]*

IN WITNESS WHEREOF, City and Outdoor Advertiser have executed this Agreement by proper persons thereunto duly authorized as of the date first hereinabove written.

CITY:

THE CITY OF BEAUMONT a public body, corporate and politic

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
By: City Attorney

Outdoor Advertiser:

AMG Sign Co., Inc., a California corporation

By:  \_\_\_\_\_

Its: \_\_\_\_\_  
President