

06/08/98

\$57.00

**AGREEMENT FOR REMOVAL OF RELOCATED OFF-PREMISE
SIGN PURSUANT TO CITY OF HOUSTON SIGN CODE**

THIS AGREEMENT is made and entered into by and between the City of Houston, Texas, a municipal corporation under the laws of the State of Texas ("the City") and [REDACTED], (hereinafter collectively referred to as "the Sign Owner") and [REDACTED] (hereinafter collectively referred to as "the Landowner").

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of that certain sign ("the sign") more particularly described in Exhibit "A" hereto, which is incorporated and made a part of this Agreement for all purposes; and

WHEREAS, the Sign Owner has made application for the issuance by the City of a special permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas ("the Ordinance") authorizing the relocation or alteration of the sign under the conditions specified in the Ordinance; and

WHEREAS, the Landowner represents that it is the owner of the tract or parcel of land upon which the sign is to be altered or relocated, said tract or parcel of land being known as [REDACTED] Texas and being more particularly described in Exhibit "B" hereto, which is incorporated and made a part of this Agreement for all purposes;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth the Sign Owner, the Landowner and the City agrees as follows:

ARTICLE I

Pursuant to the Ordinance and in consideration of the issuance of a special permit by the City under the terms of the Ordinance authorizing the alteration or relocation of the sign, the Sign Owner and the Landowner agree to remove the sign by the expiration of ten (10) years from the date of the issuance of the special permit, during which time they may continue to enjoy the use of the sign as altered or relocated under the special permit.

ARTICLE II

Pursuant to subsection (10) of the Ordinance, this Agreement has been secured by:

1. A "surety bond" in the form and amount required by subsection (a) of subsection (10) of the Ordinance;
2. A "secured deposit bond" in the form and amount required by subsection (b) of the Ordinance; or
3. A "nonrefundable cash bond" in that form and amount required by subsection (c) of subsection (10) of the Ordinance.²

¹ In the event that the Sign Owner is a sublessee of the property, then the lessee should join with the fee owner of the property in this Agreement as a Landowner

² Check the applicable form of security.

[REDACTED]

ARTICLE III

The Landowner further agrees that the City and its agents, employees and contractors shall have a right of entry without notice upon the tract or parcel of land described in Exhibit "B" for the purposes of removing the sign if the sign is not removed by the expiration of the aforesaid ten (10) year period. In that regard it is agreed that the City and its agents, employees, and contractors may use such force as may be reasonably necessary to remove the sign without liability for any damages reasonably and consequently resulting therefrom to the property or other improvements thereon. It is understood that the City shall not be obligated to remove the sign in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the sign, then it may leave in place the foundation or any other portion of the sign structure that the City determined to be impracticable to remove. In the event that the City causes the sign to be removed, than all materials shall be property of the City upon their removal.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that he following persons, and no others, have liens upon the property described in Exhibit "B": None (the "Lienholder(s)"). The Lienholders have joined in this Agreement to evidence their consent. The Sign Owner represents that there are not presently and that it will not allow the placement of any liens on the sign unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

- (1) This Agreement shall be construed and given effect in accordance with the Constitution and the laws of the State of Texas and the Charter and ordinances of the City of Houston.
- (2) This instrument constitutes the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed.
- (3) This Agreement shall constitute a covenant running with the ownership of the sign described in Exhibit "A" hereto and with the real property described in Exhibit "B" hereto, and shall be binding upon the heirs, successors, assigns and transferees of the said sign and real property.
- (4) This Agreement shall be effective upon the date of its counter signature by the City Controller.
- (5) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.

IN WITNESS WHEREOF, this Agreement has been executed by the City, the Sign Owner, the Landowner and the Lienholders and has then been countersigned by the City Controller in multiple originals.

ATTEST:

[Redacted signature]

[Redacted signature] *to be*

By:

Corporate Secretary

By:

Title

ATTEST:

[Redacted signature]

[Redacted signature]

By:

Corporate Secretary

By:

Title

ATTEST:

(Name of Lienholder)

By:

Corporate Secretary

By:

Title

By:

City Secretary

By:

Lee Brown, Mayor

APPROVED:

COUNTERSIGNED:

By:

Paul Bibb
Assistant City Attorney
City of Houston
Legal Department

By:

Edna K. Garcia
Rolland
City Controller

Date:

6-3-98

(ATTACH NOTARY ACKNOWLEDGMENTS FOR ALL EXECUTIONS BY THE SIGN OWNER, LANDOWNER AND LIENHOLDERS)

STATE OF [REDACTED]
COUNTY OF [REDACTED]

BEFORE ME, the undersigned authority, on this day personally appeared [REDACTED], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this [REDACTED] day of [REDACTED]

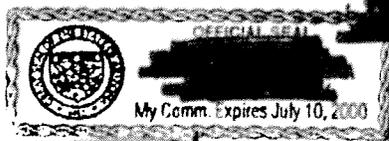


Notary Public in and for [REDACTED] County, [REDACTED]

STATE OF [REDACTED]
COUNTY OF [REDACTED]

BEFORE ME, the undersigned authority, on this day personally appeared [REDACTED], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this [REDACTED] day of [REDACTED]



Notary Public in and for [REDACTED] County, [REDACTED]

STATE OF [REDACTED]
COUNTY OF [REDACTED]

BEFORE ME, the undersigned authority, on this day personally appeared [REDACTED], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this [REDACTED] day of [REDACTED]



Notary Public in and for [REDACTED] County, [REDACTED]