

THIS IS MEANT TO REPRESENT AN EXAMPLE OF CIRCUMSTANCES AND TO BE USED AS A REFERENCE ONLY. PROJECT SPECIFIC CIRCUMSTANCES WILL LIKELY RESULT IN LANGUAGE CHANGES WITHIN THE DOCUMENT.

Date Received: _____ Permit Number: _____

Time Received: _____ City Secretary No: _____

UNIFIED SIGN AGREEMENT
FOR

This Unified Sign Agreement is made and entered into this day of _____, 20____, upon the following terms, covenants and agreements:

1. This Unified Sign Agreement covers real property more particularly described in "Exhibit A" attached hereto and made a part hereof for all purposes (the "Property").
2. (the "Owner"), whose address is: _____, are the owners of all the Property subject to this Unified Sign Agreement.
3. Signs shall be constructed on the Property in accordance with the sign plan attached hereto as "Exhibit B" (the "Sign Plan"). No signs shall be constructed on the Property or allowed to remain on the Property, except as reflected on the Sign Plan.
4. All parties hereto covenant and agree that the Property covered by this Unified Sign Agreement will be collectively treated as a single premises for the limited purpose of determining the number, size and location of on-premise signs permitted in accordance with Section 6.410 of the Comprehensive Zoning Ordinance of the City of Fort Worth, being Ordinance No. 21653, as amended.
5. [The covenants, limitations and restrictions contained herein shall be covenants running with the land with respect to the Property and shall be binding on Owner and all parties having any right, title or interest in or to the Property, or any part thereof, and their heirs, successors and assigns.
6. [Owner agrees to defend, indemnify and hold harmless the City of Fort Worth from and against all claims or liabilities arising out of or in connection with this Unified Sign Agreement.
7. This Unified Sign Agreement will be governed by the laws of the State of Texas.
8. This Unified Sign Agreement may be amended or terminated only in accordance with Section 6.410(G)(2) of the Comprehensive Zoning Ordinance of the City of Fort Worth, Ordinance No. 21653, as amended, which reads as follows:
 - (a) A Unified Sign Agreement may be amended or terminated as follows:

Commented [ORD1]: All stipulations outlined in the agreement continue with the land.

Commented [ORD2]: The City assumes no liability associated with the agreement.

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(i) The amendment or termination agreement shall be executed by all owners of the properties included in the Unified Sign Agreement, and all lien holders, other than a taxing entity, that have an interest in land covered by the agreement or an improvement on such land.

Commented [ORD3]: All property owners must participate to execute an amendment or termination of this agreement.

(ii) A termination agreement shall be approved by the Development Services Director if all signs on the property governed by the agreement are in compliance with City sign regulations, as if no Unified Sign Agreement had been executed. Any signs that are not in compliance shall be removed or brought into compliance prior to approval of the agreement by the Development Services Director.

Commented [ORD4]: The Development Services Director may approve a termination agreement if all signs follow regulations; any signs not in compliance must be compliant before the termination is approved.

(iii) In considering whether to approve an amendment to a Unified Sign Agreement, the Development Services Director, as applicable, shall consider the criteria for approval of Unified Sign Agreement set forth Section 6.410 of the Comprehensive Zoning Ordinance of the City of Fort Worth.

Commented [ORD5]: Amendment requests will be evaluated based on applicable City Ordinance.

(iv) This Unified Sign Agreement or amendment is not effective until the agreement is approved by the Development Services Director and approved as to form by the city attorney, the agreement is filed in the deed records in the county in which the property is located, and two-file marked copies are delivered to the Development Services Director

Commented [ORD6]: This agreement is not executed until approved by the Director and recorded in the County of record.

9. Owner represents that there are no lien holders, other than taxing entities that have an interest in the property or any improvements on the Property. Lien holders must also execute this agreement.

Commented [ORD7]: If the property relevant to the agreement has a lien holder, the lien holder must also execute this agreement.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

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EXECUTED on the day and year first above recited.

OWNER:

Name of Entity:

Type of Entity:

Name:

Title:

By: (Signature) _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this date personally appeared _____, in his/her capacity as (title) _____ of (name of company) _____, a (insert type of company, e.g.: Texas limited liability) _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and considerations therein expressed, in the capacity stated, and as the act and deed of said (insert type of company).

Given under my hand and seal of office this _____ day of _____, 20__.

Notary Public in and for the State of Texas

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*****THIS PAGE FOR OFFICIAL CITY OF FORT WORTH OFFICE USE ONLY*****

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **D.J. Harrell**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of the **CITY OF FORT WORTH**, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

Notary Public, State of Texas