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TRANSCRIPTION OF THE
GENERAL APPEALS BOARD MEETING
1002 WASHINGTON AVENUE, BASEMENT ROOM B2,
HOUSTON, TEXAS
MARCH 27, 2025
5:15 P.M. - 6:41 P.M.

BE IT REMEMBERED that the above-entitled meeting came on to be heard on the 27th day of March, 2025, beginning at 5:15 p.m., at the offices of the City of Houston, 1002 Washington Avenue, Houston, Texas, before the General Appeals Board, Mike Dishberger, Chairman, and was reported by Diana Ramos, a Certified Shorthand Reporter in and for the State of Texas, whereupon the following proceedings were had and testimony adduced.

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A P P E A R A N C E S

THE GENERAL APPEALS BOARD:
Mr. David Brown (VIA TEAMS)
Mr. Michael Dishberger, Chairman
Mr. Lance McKnight
Mr. Ray Ruiz
Mr. James F. Thompson (VIA TEAMS)

COUNSEL APPEARING FOR THE GENERAL APPEALS BOARD:
Mr. Eric Nguyen
CITY OF HOUSTON LEGAL DEPARTMENT
GENERAL COUNSEL SECTION
900 Bagby Street
Houston, Texas 77002

COUNSEL APPEARING FOR THE CITY OF HOUSTON:
Mr. Brian A. Amis
Ms. Natoya Inglis
Ms. Lori J. Yount
CITY OF HOUSTON LEGAL DEPARTMENT
900 Bagby Street
Houston, Texas 77002

COUNSEL APPEARING FOR THE APPLICANT SIGNAD, LTD.:
Mr. Christopher W. Rothfelder
ROTHFELDER & FALICK, LLP
1201 Louisiana Street, Suite 550
Houston, Texas 77002

ALSO PRESENT:
Mr. Don Belton, City of Houston
Mr. David Conde, City of Houston
Ms. Margaret Dobbins, City of Houston
Ms. Elga Gonzalez, City of Houston (VIA TEAMS)
Ms. Elaine McClure, General Counsel, SignAd
Mr. Russell "Rusty" Reichle, SignAd

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EXHIBITS (PAGE 1 OF 3)
FOR SIGNAD, LTD., HEARING

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12-2-24 Letter to City of Houston from Christopher W. Rothfelder; Attachments	
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1 EXHIBITS (PAGE 2 OF 3)
FOR SIGNAD, LTD., HEARING

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NUMBER AND DESCRIPTION	PAGE
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1 PROCEEDINGS

2

3 (City of Houston Exhibits 1 through 11
4 and SignAd, Ltd., Exhibits 1 through 8 were
5 pre-marked.)
6 (5:15 p.m.)
7 CHAIRMAN DISHBERGER: I'm Mike
8 Dishberger. I'm the chairman of the General
9 Appeals Board and we'll call this meeting to order
10 at 5:15.

11 And the first order of business is
12 consideration of the minutes from the
13 December 19th meeting. Everyone was sent these
14 via email on the Board.

15 Are there any questions?
16 (No response)
17 CHAIRMAN DISHBERGER: If not, can I
18 hear a motion to approve?
19 MR. McKNIGHT: Move to approve.
20 CHAIRMAN DISHBERGER: Second?
21 MR. THOMPSON: I'll second.
22 CHAIRMAN DISHBERGER: Thank you.
23 Any discussion?
24 (No response)
25 CHAIRMAN DISHBERGER: Seeing none, all

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1 EXHIBITS (PAGE 3 OF 3)
FOR SIGNAD, LTD., HEARING

2

NUMBER AND DESCRIPTION	PAGE
SIGNAD, LTD., EXHIBITS	MARKED/ADMITTED
Exhibit 8.....	7/47
11-14-24 Special Permit RELO Checklist for 11700 Wilcrest Drive; Attachments	

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1 in favor, say "Aye."
2 THE BOARD: Aye.
3 CHAIRMAN DISHBERGER: Motion passes.
4 Move on to our business for the day.
5 We'll first check work on Persey Perkins at
6 19431 McKnight Lane for a manufactured home
7 hardship. This sounds like the City is
8 recommending.
9 Can the City speak on this matter,
10 please.
11 MR. BELTON: Yeah. Persey has
12 extensive illness, has for several years, and we
13 recommend he continues hardship.
14 CHAIRMAN DISHBERGER: All right. Do
15 we hear a motion to approve?
16 MR. McKNIGHT: I move we approve.
17 CHAIRMAN DISHBERGER: Do I hear a
18 second?
19 MR. THOMPSON: Second.
20 CHAIRMAN DISHBERGER: Any discussion?
21 (No response)
22 CHAIRMAN DISHBERGER: Seeing no
23 discussion or questions, all in favor say "Aye."
24 THE BOARD: Aye.
25 CHAIRMAN DISHBERGER: Motion passes.

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1 **A second manufactured home hardship,**
 2 **Gloria Harvey, 6201 Hoffman Street.**
 3 **City?**
 4 MR. BELTON: Yeah. She has a
 5 considerable economic hardship that we -- she has
 6 for the past six years, and we recommend that she
 7 continues with the hardship.
 8 CHAIRMAN DISHBERGER: Okay. Do I hear
 9 a motion to approve?
 10 MR. McKNIGHT: Move we approve.
 11 CHAIRMAN DISHBERGER: Second?
 12 MR. THOMPSON: Second.
 13 CHAIRMAN DISHBERGER: There we go.
 14 Thank you.
 15 Any discussion?
 16 (No response)
 17 CHAIRMAN DISHBERGER: Seeing none, all
 18 in favor say "Aye."
 19 THE BOARD: Aye.
 20 CHAIRMAN DISHBERGER: Any opposed --
 21 (No response)
 22 CHAIRMAN DISHBERGER: Motion passes.
 23 Thank you. Thank you.
 24 Agenda Item C, Consideration of Sign
 25 Appeals. Chris Rothfelder, SignAd, Ltd. Talking

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1 about a sign dispute.
 2 So those who have not been here
 3 before, just information. We're all regular
 4 people that work in the business. We are not
 5 attorneys. We're not -- I'm not a judge. So some
 6 of the stuff you could see on -- at a legal deal
 7 would not apply here.
 8 The way we like to work things is
 9 we'll have the City speak first. Briefly give us
 10 a quicky couple of minute what's going on. We'll
 11 have you guys give us your opening statement also
 12 and we'll move back to the City and they'll
 13 present their evidence.
 14 They'll present their witnesses. And
 15 you guys will have a chance to cross-examine those
 16 witnesses. And when you're -- we're done with
 17 those, we'll move on to your side. You'll present
 18 your case, present your witnesses and then there
 19 will be some questions.
 20 We might have a little back and forth
 21 on some because when we come back to a witness
 22 when something comes. There will be -- we'll --
 23 at some point we'll stop the discussion and we'll
 24 have a motion from someone on the Board to approve
 25 or disapprove.

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1 It doesn't mean that's which way they
 2 feel. It's just something to get things rolling.
 3 And then we will ask if there might be further
 4 questions and talk among ourselves to come to a
 5 conclusion and a vote. Okay?
 6 So that's kind of generally how we'll
 7 do this. And so we'll start with the City. Who's
 8 representing the City?
 9 MS. YOUNT: Lori Yount from the City
 10 Attorney's Office along with my co-counsel Natoya
 11 Inglis.
 12 CHAIRMAN DISHBERGER: All right.
 13 Thank you.
 14 MS. YOUNT: Okay. I will give you the
 15 opening.
 16 OPENING STATEMENT BY THE CITY OF HOUSTON
 17 MS. YOUNT: So I sent these exhibits
 18 last night and I've also handed them out to the
 19 people in attendance here. And I'm sharing on the
 20 screen.
 21 I'm starting with Exhibit 11, which is
 22 the code we're here about today. So this is the
 23 same type of denial of a special permit for
 24 relocating a billboard and a denial for spacing
 25 issues, the same one that you've heard a couple of

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1 times in the past couple of years some of you have
 2 been here.
 3 Both times before the Board has upheld
 4 Sign Administration's denial of the special permit
 5 when the spacing requirements were not met and
 6 City Council upheld both decisions by the Board.
 7 And, in fact, the Harris County district court
 8 judge, just a few months ago, left y'all's
 9 decision -- one of those decisions untouched.
 10 And so the Board should implement its
 11 correct interpretation of the Sign Code again.
 12 But I know there are some new board minutes or you
 13 may need a refresher so I'm just going to quickly
 14 sort of give you the overview.
 15 So the concept behind Section 46 --
 16 4617, which is the permit under -- the section
 17 under which a special permit is issued, is that
 18 it's one of the limited exceptions to the Sign
 19 Code's prohibition for new off-premise signs,
 20 which are usually billboards, the ones we're
 21 fighting about at least, with a special permit
 22 under the section, a billboard owner who has taken
 23 down their billboard due to a transportation
 24 project will forego any right to compensation in
 25 condemnation proceedings and its debt gets to

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1 relocate that billboard to another site in the
 2 state, and that permit is good for 10 years and it
 3 is not renewable, but the location where it's
 4 being relocated has to meet certain conditions
 5 under the code.
 6 The Sign Code is clear that to obtain
 7 a special permit, the sign relocated must be no
 8 closer than 1500 feet from any other billboard on
 9 the same side of the highway and -- unless the
 10 billboard's on the same parcel or an abutting
 11 parcel, but that is not what we're here about
 12 today.
 13 This -- and I'm going to show you in
 14 Exhibit 11. So the applicable subsections here
 15 are 4617, Subsection A-4, which I have displayed.
 16 And this is the subsection where it has priorities
 17 of where the City would like you to relocate your
 18 billboard under this section.
 19 The first one is on the same parcel.
 20 The second one is abutting parcel. The third one
 21 is a parcel that is owned by the same owner as the
 22 original billboard. And the fourth, which is the
 23 one applicable here today, is any of the
 24 locations -- other locations in the City that
 25 qualify.

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1 And these aren't the spacing
 2 requirements themselves. This subsection then is
 3 referred to in 4617, Subsection 8. And the one
 4 we're talking about today is Subsection E. And
 5 that says that if the sign is to be altered or
 6 relocated under Section 4617 A-4-C or D -- and
 7 we're talking about the 4-D here, it must not be
 8 located closer than 1500 feet to another
 9 off-premise sign on the same side of the highway.
 10 So that's where I'm getting the spacing
 11 regulations here.
 12 Now, once I had submitted to the
 13 City --
 14 MR. THOMPSON: Are y'all -- now that
 15 you --
 16 MS. YOUNT: Oh, were you not able to
 17 hear or --
 18 MS. DOBBINS: We don't -- he couldn't
 19 hear anything for a minute.
 20 MS. YOUNT: Okay.
 21 MS. DOBBINS: Can you hear now?
 22 CHAIRMAN DISHBERGER: Oh.
 23 MS. DOBBINS: Elga, can you hear now?
 24 MS. YOUNT: Can you hear now?
 25 Okay. So I was just going over the

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1 applicable subsections just to give you, you know,
 2 a reference point where we're getting these
 3 spacing requirements. And the -- actually what
 4 SignAd had submitted to the City as an application
 5 for the special permit had admissions that it
 6 doesn't meet these spacing requirements.
 7 So I'm looking at SignAd's Exhibit 8.
 8 And I'm just putting this up here. You guys don't
 9 necessarily need to flip to it. It's Page -- it's
 10 their Exhibit 8 so I think he has them tabbed.
 11 The people are here.
 12 It is an affidavit from a
 13 representative of SignAd saying SignAd will be
 14 relocating the billboard pursuant to 4617 A-4-D
 15 priority. That was the priority where you
 16 relocated it to any other spot that was eligible
 17 in the city.
 18 So they admitted that that is the
 19 priority they're under and therefore the spacing
 20 requirements of 1500 feet of Subsection 4617 A-8-B
 21 would apply. And then on top of that, if we go
 22 to -- this is Exhibit 8 still and it's under
 23 Exhibit N of Exhibit 8, but this is just a photo
 24 or an image, a satellite image.
 25 MS. GONZALEZ: You guys, I'm not sure

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1 if you're still presenting or not, but we can't
 2 hear anything on our side.
 3 CHAIRMAN DISHBERGER: Oh.
 4 MS. YOUNT: Okay. Is it --
 5 MR. THOMPSON: Just speak up or --
 6 MS. YOUNT: Okay.
 7 MR. THOMPSON: I was just saying we
 8 can't hear anything that you're saying. I see
 9 the -- I see the presentation material going
 10 forward.
 11 MR. ROTHFELDER: Are these working?
 12 CHAIRMAN DISHBERGER: I don't know.
 13 Can you -- Lori, do you need a microphone?
 14 Lori, maybe speak a little louder.
 15 You're a little soft spoken.
 16 MS. YOUNT: Okay.
 17 CHAIRMAN DISHBERGER: It's okay.
 18 MS. YOUNT: Well, let's see.
 19 CHAIRMAN DISHBERGER: Can you guys
 20 hear me? Can y'all hear me, the chairman, yes or
 21 no?
 22 (No response)
 23 MS. DOBBINS: Can y'all hear?
 24 MS. YOUNT: Let me -- let me turn --
 25 if you mute that, I can turn on my microphone.

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1 MS. GONZALEZ: I can hear now.
 2 CHAIRMAN DISHBERGER: You can hear me
 3 now?
 4 MS. GONZALEZ: Yes, we can hear you
 5 now.
 6 MS. YOUNT: Okay. I think we need to
 7 mute this. It's not muting here.
 8 (Echo issue)
 9 CHAIRMAN DISHBERGER: We're going to
 10 have to mute probably. Well --
 11 MS. YOUNT: Okay. Can you hear us
 12 now?
 13 (No response)
 14 MS. YOUNT: You can hear us now?
 15 MS. GONZALEZ: Yes, now I can.
 16 MR. THOMPSON: Yes.
 17 MS. YOUNT: I don't know if we can
 18 deal with the echo.
 19 CHAIRMAN DISHBERGER: What?
 20 MS. YOUNT: I don't know if we can
 21 deal with the echo. I can try to.
 22 CHAIRMAN DISHBERGER: It's going to
 23 drive us crazy.
 24 MS. YOUNT: Yeah.
 25 MS. GONZALEZ: Can you lower the

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1 volume on your -- on your computer, Lori, and that
 2 will probably help a little?
 3 MS. YOUNT: Yeah, but that is what
 4 they're hearing.
 5 Okay. Can you hear me now?
 6 (No response)
 7 MR. McKNIGHT: We can't --
 8 CHAIRMAN DISHBERGER: They've got
 9 themselves on mute.
 10 MR. McKNIGHT: Yeah.
 11 MS. DOBBINS: Elga?
 12 (No response)
 13 CHAIRMAN DISHBERGER: Let's do this.
 14 We've got the volume up. Can you -- tell us you
 15 can hear us, put yourself on mute. We'll keep
 16 talking and say, "Yes, I hear you still." Unmute,
 17 mute? It's like a Zoom thing is what you have to
 18 do. You have to --
 19 MS. DOBBINS: All right, Elga. Can
 20 you hear me now?
 21 (No response)
 22 MR. McKNIGHT: All the technology
 23 and --
 24 MS. DOBBINS: Elga, can you hear me?
 25 MS. GONZALEZ: Yeah, we can hear you.

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1 MS. DOBBINS: Okay.
 2 MR. THOMPSON: So somebody's -- you'll
 3 need to -- somebody's going to need to mute. You
 4 can only have one microphone on in the conference
 5 room at a time.
 6 MS. YOUNT: Yes, but the problem is is
 7 that -- can you hear me?
 8 (No response)
 9 MS. YOUNT: No. The problem is is
 10 that we can't mute the hub.
 11 MS. GONZALEZ: The hub is muted.
 12 MS. YOUNT: Okay.
 13 MS. DOBBINS: Y'all can hear now?
 14 MS. GONZALEZ: Yes.
 15 MS. YOUNT: Well, it's still the echo.
 16 CHAIRMAN DISHBERGER: Sometimes
 17 there's a --
 18 MS. GONZALEZ: Did you lower the
 19 volume? On your laptop, you mute that so that it
 20 will definitely help you guys to --
 21 MS. DOBBINS: On the lower volume?
 22 MS. GONZALEZ: Just on the hub, I
 23 think it was.
 24 MS. DOBBINS: Uh-huh.
 25 MS. YOUNT: Okay. Can you hear me?

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1 MS. GONZALEZ: Yes, I can.
 2 MR. THOMPSON: We hear you fine now.
 3 Go ahead.
 4 MS. YOUNT: Okay. So I was explaining
 5 that SignAd --
 6 CHAIRMAN DISHBERGER: This ain't going
 7 to work, this echo. Is there any way that --
 8 MR. THOMPSON: You can carry on where
 9 you were. I'm following just the exhibits.
 10 CHAIRMAN DISHBERGER: Can we mute them
 11 so we don't hear the background? Golly. And is
 12 there a raise your hand function on there?
 13 This is -- Microsoft is TEAMS, isn't
 14 it? Isn't there a raise your hand or something?
 15 I haven't seen this stuff in a while.
 16 MS. DOBBINS: All right. Try now.
 17 MS. YOUNT: Hello.
 18 CHAIRMAN DISHBERGER: What they do is
 19 they usually mute you -- you have the volume and a
 20 mute and they can raise their hand.
 21 MS. YOUNT: Okay. There's still the
 22 echo. Okay.
 23 MS. DOBBINS: Even unmuted -- it's
 24 unmuted and you still have the echo.
 25 MS. YOUNT: Yeah. Can everyone mute?

Page 21

1 MS. DOBBINS: Elga, can you guys mute
 2 on y'all's end?
 3 MS. GONZALEZ: We -- yeah. We --
 4 we're muted. I think they're (unintelligible).
 5 They can (unintelligible). I need to mute the
 6 hardships.
 7 MS. DOBBINS: Okay. Hardships are
 8 done so they can -- they can log off. All right.
 9 Try again.
 10 MS. GONZALEZ: I muted -- I muted
 11 them.
 12 MS. DOBBINS: I didn't hear any
 13 feedback that time. Just a little. All right.
 14 Try again.
 15 MS. YOUNT: Okay. Yeah, it's --
 16 there's an echo. So I don't know if we should try
 17 not having the --
 18 MS. DOBBINS: I'm not joined in on
 19 my -- on my side. Elga is joined in --
 20 MS. YOUNT: Okay.
 21 MS. GONZALEZ: -- on the halo.
 22 MS. YOUNT: Yeah, but I didn't know if
 23 you could run it off the computer versus the hub.
 24 MS. DOBBINS: Let me try to join.
 25 MS. YOUNT: I mean, I can try my

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1 computer. I just don't know how long it will last
 2 and it's not charging.
 3 CHAIRMAN DISHBERGER: That's -- yeah.
 4 That -- I know they can dial in. Right? Everyone
 5 has information that was sent. I got your stuff
 6 this morning or yesterday and the City stuff we
 7 all got in two batches last night.
 8 I don't know what else to do. But the
 9 echoing is not going to work here. We're all
 10 going to drive ourselves crazy trying to listen to
 11 evidence.
 12 Are there more -- are there some
 13 people on that should be off? It's showing --
 14 MS. DOBBINS: I'm going to go
 15 through -- they had these people --
 16 CHAIRMAN DISHBERGER: Well, there were
 17 some manufactured housing people that sometimes
 18 get on. Are they still on? We can get them off
 19 because we should only have two Board members on
 20 this call, I believe. And it looks like there's a
 21 lot more people, doesn't it? Am I wrong? And I'm
 22 not a technology guy either.
 23 MS. GONZALEZ: Okay. I removed -- I
 24 removed the one that called in. See how that
 25 works.

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1 CHAIRMAN DISHBERGER: Okay. Try
 2 again.
 3 MS. YOUNT: Can you --
 4 CHAIRMAN DISHBERGER: No.
 5 MS. DOBBINS: That's not it either,
 6 Elga.
 7 MS. GONZALEZ: Did you try lowering
 8 the volume on the hub?
 9 CHAIRMAN DISHBERGER: We hear you guys
 10 really loud and clear, no echo. From our end,
 11 we're getting an echo every time we talk --
 12 MS. DOBBINS: Yeah. We're getting an
 13 echo on this end.
 14 CHAIRMAN DISHBERGER: Well, except
 15 when I'm talking.
 16 MS. DOBBINS: All right. It's low.
 17 It's on 5. Now try it.
 18 MS. YOUNT: Testing.
 19 MS. DOBBINS: Can you guys hear, Elga?
 20 (No response)
 21 MS. DOBBINS: Elga?
 22 (No response)
 23 MS. DOBBINS: See, now we can't hear
 24 you.
 25 Okay. Can you guys hear us?

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1 (No response)
 2 MS. DOBBINS: Elga, we cut it down.
 3 If I cut it down, can you guys hear?
 4 MS. GONZALEZ: Yeah, we can hear you.
 5 MS. DOBBINS: Okay. I'm going to cut
 6 it down then. All right.
 7 MS. YOUNT: Yeah. So if -- we can't
 8 hear you, so I guess you'll have to use like a --
 9 MS. DOBBINS: I'll just sit here.
 10 MS. YOUNT: Okay. A hand raise or
 11 something.
 12 CHAIRMAN DISHBERGER: Yeah. If
 13 you're -- if you're online, if you want to speak
 14 there's a hand raise option on Microsoft TEAMS.
 15 Push that and then we -- we'll recognize you.
 16 Okay?
 17 MS. DOBBINS: Yes.
 18 CHAIRMAN DISHBERGER: We'll do that.
 19 Thank you.
 20 MS. YOUNT: Okay.
 21 CHAIRMAN DISHBERGER: This is just
 22 your introduction, by the way. You can repeat --
 23 MS. YOUNT: Yes.
 24 CHAIRMAN DISHBERGER: -- all this
 25 stuff later on.

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1 MS. YOUNT: Yeah.
 2 CHAIRMAN DISHBERGER: Okay?
 3 MS. YOUNT: Yeah. This is just my
 4 introduction.
 5 I was just showing you that in their
 6 application submitted to the City, SignAd had this
 7 satellite -- you know, satellite image, and they
 8 indicated that the billboard at the Wilcrest site
 9 was in the middle and that there was a billboard
 10 592 feet away from it and another billboard on the
 11 other side 571 feet away from it.
 12 And, therefore, both those billboards
 13 would mean that the Wilcrest sign is in violation
 14 of the spacing requirements for special permit,
 15 and that was the reason that the City denied the
 16 application.
 17 And that was the end of my intro.
 18 CHAIRMAN DISHBERGER: There you go.
 19 All right. Just a quicky intro just
 20 briefly because you're going to go over your
 21 evidence.
 22 MR. ROTHFELDER: Absolutely. Thank
 23 you, Chairman. I'll be brief.
 24 OPENING STATEMENT BY SIGNAD, LTD.
 25 MR. ROTHFELDER: My name's Chris

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1 Rothfelder. I'm here for SignAd, Limited, the
 2 appellant. With me is Rusty Riley Reichle, real
 3 estate representative for SignAd, and Elaine
 4 McClure, general counsel for SignAd.
 5 Ms. Yount started her presentation by
 6 talking about some previous appeals that had been
 7 before the Board. And what she's talking about is
 8 precedent. And I'm not going to talk about
 9 legalese, but precedent is what has the Board
 10 done -- what has somebody else done in the past to
 11 guide us in this situation?
 12 And that's important in this appeal
 13 because there's a precedent with this particular
 14 Board. So in 1997, SignAd built this billboard at
 15 its current location down on Wilcrest and 59 just
 16 south of the Beltway.
 17 Those two billboards that are located
 18 about 590 and 570 feet from the sign were there
 19 when SignAd built this billboard. The terms in
 20 the Sign Code were the same as they are today.
 21 What those terms say is that if you
 22 are located on the same property or an abutting
 23 property you have to be 500 feet from another
 24 billboard. If you are located elsewhere with a
 25 relocated billboard you've got to be 1500 feet.

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1 Now, despite those terms, the Sign
 2 Administration issued a permit to SignAd for this
 3 billboard, and it was a 10-year permit for some
 4 reason. It didn't come down. And in 2015, we're
 5 going to talk to you about a settlement agreement
 6 that was reached between the City and SignAd.
 7 It's Exhibit 5 in our notebook. It's also in the
 8 City's notebook.
 9 The City and SignAd agreed that this
 10 particular sign, despite those same spacing
 11 restrictions, could remain in place for another
 12 10 years. And that's until the permit expired in
 13 the fall of last year.
 14 And so what SignAd is asking to do in
 15 this appeal -- and I'll get into the reasons a
 16 little bit more when I talk to Mr. Reichle, is to
 17 get the same treatment, the same precedent with
 18 respect to its application that it got the two
 19 times before, to apply the same 500-foot spacing
 20 requirement, which we meet, and overturn the
 21 rejection of SignAd's permit application.
 22 CHAIRMAN DISHBERGER: Thank you.
 23 All right. So at one time -- both
 24 sides have witnesses. So if you have a witness to
 25 call, let's get them all sworn in right now.

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1 So do you have any witnesses to call,
 2 Lori?
 3 MS. YOUNT: Yes. Mr. Conde.
 4 CHAIRMAN DISHBERGER: Okay. And I
 5 assume you've got someone who's going to be a
 6 witness?
 7 MR. ROTHFELDER: Rusty Reichle.
 8 CHAIRMAN DISHBERGER: All right. So
 9 would you guys -- who's the swearer in?
 10 THE REPORTER: I can.
 11 CHAIRMAN DISHBERGER: There you go.
 12 THE REPORTER: Would you please both
 13 raise your right hands?
 14 (Mr. David Conde and Mr. Russell
 15 Reichle were sworn in by the reporter)
 16 THE REPORTER: Thank you.
 17 CHAIRMAN DISHBERGER: Thank you.
 18 THE REPORTER: You're welcome.
 19 CHAIRMAN DISHBERGER: Okay. Lori,
 20 start again.
 21 MS. YOUNT: Yes. My co-counsel,
 22 Ms. Inglis, will be presenting Mr. Conde.
 23 CHAIRMAN DISHBERGER: Okay.
 24
 25

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1 DAVID CONDE,
2 having been first duly sworn, testified as
3 follows:
4 **DIRECT EXAMINATION**
5 **BY MS. INGLIS:**
6 **Q.** Mr. Conde, can you please introduce
7 yourself to the Board?
8 **A.** **Yes. My name is David Conde. I work**
9 **with Sign Administration here at the Houston**
10 **Permitting Center.**
11 **Q.** And what does the Sign Administration do?
12 **A.** **Sign Administration enforces the code --**
13 **the Sign Code within the Sign Code application**
14 **area here in the City of Houston.**
15 **Q.** And how long have you been with the City?
16 **A.** **About 12 years.**
17 **Q.** And what is your current job title?
18 **A.** **I'm a senior inspector for Sign**
19 **Administration.**
20 **Q.** And what are your primary
21 responsibilities as the senior inspector?
22 **A.** **My position, I am in charge of a sub**
23 **department, which is the off-premise department,**
24 **Sign Administration, where we regulate and enforce**
25 **the code for all off-premise structures.**

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1 **Q.** And what do you mean by "off-premise
2 structures"?
3 **A.** **Off-premise structures are basically**
4 **signs that are advertising a business that's not**
5 **located on that property itself, also known as**
6 **billboards, the majority.**
7 **Q.** Okay. And as a senior inspector, do you
8 review applications and approve sign permit
9 applications?
10 **A.** **Yes.**
11 **Q.** And does that include applications for
12 special permits as well?
13 **A.** **Yes.**
14 **Q.** And when you're deciding whether or not
15 to approve a permit application, are you allowed
16 to negotiate with the applicant asking for the
17 permit?
18 **A.** **No, I'm not.**
19 **Q.** And so you're just enforcing the code?
20 **A.** **Yes.**
21 MS. INGLIS: Okay. And, Mr. Chairman,
22 I have evidence I'd like to enter.
23 Can we offer Exhibits 1 through 11?
24 CHAIRMAN DISHBERGER: Yes. Are there
25 any objections from the respondent?

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1 MR. ROTHFELDER: Evidentiary
2 objections?
3 CHAIRMAN DISHBERGER: Yes.
4 MR. ROTHFELDER: No, Your Honor.
5 CHAIRMAN DISHBERGER: Okay. So --
6 MR. ROTHFELDER: You told me you
7 weren't a judge.
8 CHAIRMAN DISHBERGER: I'm not a judge.
9 So we'll accept the evidence.
10 (City of Houston Exhibits 1 through 11
11 were admitted for the record)
12 MS. INGLIS: Thank you.
13 **Q.** (BY MS. INGLIS) And so, Mr. Conde, can
14 you please turn to Exhibit 11?
15 **A.** **Yes. Okay.**
16 **Q.** And what is Exhibit 11?
17 **A.** **Exhibit 11 is a section of the Sign Code,**
18 **which is Section 4617, which talks about the**
19 **special permit, tells you about it and how to**
20 **go -- how to grant it.**
21 **Q.** And are you familiar with Section 4617?
22 **A.** **Yes.**
23 **Q.** And so what is a special permit?
24 **A.** **A special permit is a 10-year location**
25 **permit that is granted to a sign company after**

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1 **eminent domain or a condemnation from a government**
2 **entity.**
3 **Q.** And so these special permits are only
4 granted when a sign is being relocated for
5 transportation projects. Correct?
6 **A.** **That's correct.**
7 **Q.** And so sometimes a special permit is also
8 called a relocation permit. Do you know why that
9 is?
10 **A.** **Yes, because theoretically these**
11 **structures are supposed to be -- after they're**
12 **granted a special permit, they're supposed to be**
13 **removed from their original location to a**
14 **different location.**
15 **Q.** And what is the -- what is -- hold on.
16 Okay. Actually can I draw your
17 attention to the bottom of the page, specifically
18 Subsection 4?
19 **A.** **Yes.**
20 **Q.** And what does Subsection 4 do?
21 **A.** **This actually explains the priorities**
22 **that a sign company must follow in order to decide**
23 **where the existing -- an existing sign structure**
24 **billboard will be relocated to.**
25 **Q.** And what do you mean by "priorities"?

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1 **A. Priorities, there's four priorities from**
 2 **A to D. It's basically telling you if you could**
 3 **relocate within the same property or the abutting**
 4 **property or a property that's owned by the same**
 5 **landowner or at a different location.**
 6 Q. Okay. So these priorities basically set
 7 out requirements for the location and spacing of
 8 the new sign after the special permit is issued?
 9 **A. Yes, they do.**
 10 Q. And so can you go to the next page for me
 11 and take a look at Subsection 8 at the bottom of
 12 the page?
 13 **A. Okay.**
 14 Q. And so given what we just discussed about
 15 Subsection 4, how does it connect -- how does it
 16 connect with the requirements listed under
 17 Subsection 8?
 18 **A. Okay. So on this section right here, it**
 19 **breaks down the spacing requirement depending on**
 20 **which priority the sign company goes with.**
 21 Q. And do you know which of the four
 22 priorities from Subsection 4 apply to the sign
 23 that we're discussing today?
 24 **A. Yes. According to SignAd's packet, they**
 25 **went with Priority D.**

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1 Q. And what would the spacing requirement be
 2 under Subsection 8?
 3 **A. It would be that a billboard cannot be**
 4 **any closer than 1500 feet from another off-premise**
 5 **sign, another billboard, which is on the same side**
 6 **of the highway.**
 7 Q. Okay. So just to clarify, you're
 8 applying 8-B. Right?
 9 **A. Yes.**
 10 Q. And overall how long does a special
 11 permit last?
 12 **A. For 10 years.**
 13 Q. And is a special permit renewable?
 14 **A. No, it's not.**
 15 Q. And if you look at the bottom of the page
 16 that is described in 4617 A-10.
 17 **A. Okay.**
 18 Q. So under this same subsection, "The
 19 applicant of a special permit agrees to enter into
 20 a contract for a 10-year special permit instead of
 21 getting paid to remove the sign immediately." Is
 22 that correct?
 23 **A. Yes.**
 24 Q. And did SignAd, the owner of the sign at
 25 issue here, enter into one of these agreements for

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1 the sign at 11700 Wilcrest Drive?
 2 **A. Yes, they did.**
 3 Q. And let's take a look at Exhibit 8.
 4 **A. Okay.**
 5 Q. Can you confirm that this is the document
 6 you're referring to?
 7 **A. Yes. This is the agreement with the City**
 8 **of Houston and SignAd for the special permit.**
 9 Q. And is this agreement on file with the
 10 Harris County clerk?
 11 **A. Yes, it is.**
 12 Q. And so if you look at Article I, SignAd
 13 and the landowner are contractually agreeing to
 14 remove the sign after 10 years in order to get
 15 this special permit?
 16 **A. That's correct.**
 17 Q. Okay. Now, looking -- now, let's look at
 18 Exhibit A in the same, I guess, packet. It's
 19 Exhibit 8, but there's an --
 20 CHAIRMAN DISHBERGER: 8?
 21 Q. (BY MS. INGLIS) -- exhibit in 8 called
 22 Exhibit A. And I think it is probably on Page 13
 23 towards the back.
 24 So now looking at Exhibit A, it states
 25 that the proposed location for the sign was

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1 11700 Wilcrest in Houston, Texas. Correct?
 2 **A. That's correct.**
 3 Q. And was this agreement signed?
 4 **A. Yes, it was.**
 5 Q. And what date is on this agreement that's
 6 on Page 3 of this same exhibit?
 7 **A. This date is September 18, 1997.**
 8 Q. Okay. So now let's turn to Exhibit 7.
 9 And can you confirm what Exhibit 7 is?
 10 **A. Yes. This is the 10-year relocation**
 11 **special permit that was granted to SignAd at that**
 12 **time.**
 13 Q. And what is the date on this permit?
 14 **A. September 26th, 1997.**
 15 Q. And what address was the sign being
 16 relocated to?
 17 **A. For the address 11700 Wilcrest Drive.**
 18 Q. And can you confirm the expiration date
 19 on the permit?
 20 **A. Yeah. Actually on the permit itself, on**
 21 **the comments, it says the sign is to be removed**
 22 **September 2007.**
 23 Q. Okay. So just to clarify, Exhibit 7
 24 shows that SignAd was granted a special permit on
 25 September 26th, 1997, and Exhibit A -- I mean

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1 Exhibit 8 confirms that SignAd agreed to remove
 2 the sign at 11700 Wilcrest Drive in 2007 as part
 3 of the permit conditions. Is that correct?
 4 **A. That's correct.**
 5 Q. So was the sign taken down in 2007?
 6 **A. No, it wasn't.**
 7 Q. And what happened after 2007?
 8 **A. Okay. It seems that the City of Houston**
 9 **and SignAd came into an agreement to remove**
 10 **certain billboards and extend other billboards,**
 11 **and this location here was actually one of the**
 12 **locations that were granted an extension on their**
 13 **deadline.**
 14 Q. And can you turn to Exhibit 9?
 15 **A. Yes.**
 16 Q. And what is Exhibit 9?
 17 **A. This is the actual agreement between the**
 18 **City of Houston and SignAd where it specifies what**
 19 **I just mentioned.**
 20 Q. And you're referring to the agreement
 21 that extends the operation in use of certain
 22 SignAd's sign structures?
 23 **A. That's correct.**
 24 Q. If you look on the last page titled
 25 Exhibit B.

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1 **A. Okay.**
 2 Q. What does Exhibit B purport to be?
 3 **A. So you can see there on Line Item 10,**
 4 **Billboard located at 11700 Wilcrest has a new term**
 5 **expiration date of September 18th, 2024.**
 6 Q. And what is the title of Exhibit B? Like
 7 what is --
 8 **A. So basically this is the list of the**
 9 **extensions for the billboards that they agreed**
 10 **upon with the City of Houston and SignAd.**
 11 Q. So did SignAd apply for another special
 12 permit for the 11700 Wilcrest location after the
 13 expiration of their extension in September 2024?
 14 **A. Yes.**
 15 Q. Okay. So let's flip to Exhibit 5. Is
 16 Exhibit 5 the special permit application you just
 17 referred to?
 18 **A. Yes, it is.**
 19 Q. And this is the application that's at
 20 issue today?
 21 **A. Correct.**
 22 Q. And were you personally involved in
 23 reviewing this application?
 24 **A. Yes, I was.**
 25 Q. And does this document reflect what was

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1 submitted by SignAd?
 2 **A. Yes.**
 3 Q. And when did you receive this
 4 application?
 5 **A. November 14, 2024.**
 6 Q. So earlier we talked about how special
 7 permits under Section 4617 are not renewable.
 8 Correct?
 9 **A. That's correct.**
 10 Q. So if a special permit isn't -- if
 11 special permits aren't renewable, how was SignAd
 12 able to submit this application for the same
 13 location after their special permit expired?
 14 **A. Well, SignAd was proposing to use a**
 15 **warehouse inventory permit or credit to take place**
 16 **of this structure.**
 17 Q. And so what is a warehouse credit?
 18 **A. A warehouse credit is basically a**
 19 **structure that has been -- that was granted a**
 20 **special permit that was removed but never**
 21 **relocated so they -- It's basically on standby,**
 22 **you know, and theoretically in a warehouse.**
 23 **That's why it's a credit that they can**
 24 **use whenever they find a location they can use it**
 25 **at.**

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1 Q. And so in this application, if you look
 2 at the second page, SignAd is trying to use the
 3 credit from the removal of a sign at 8811 1/2 Main
 4 Street and apply this credit to obtain a special
 5 permit for 11700 Wilcrest?
 6 **A. Yes.**
 7 Q. And so how does the City keep track of
 8 these warehouse credits?
 9 **A. We have a warehouse inventory list that**
 10 **we reference.**
 11 Q. Okay. So can you turn to Exhibit 10?
 12 **A. Yes.**
 13 Q. So this is the document that the City
 14 uses to keep track of warehouse credits?
 15 **A. Yes.**
 16 Q. And is this something that is usually
 17 done like the warehouse credits?
 18 **A. Yes. It's been done before, yes.**
 19 Q. And can you confirm that 1811 1/2 Main
 20 Street is on this inventory list?
 21 **A. Yes, it is.**
 22 Q. Okay. So now let's go back to Exhibit 5.
 23 **A. Okay.**
 24 Q. What led to the denial of the special
 25 permit for the sign at 11700 Wilcrest?

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1 **A. Okay. So after reviewing the information**
 2 **in the packet, it was found that the spacing**
 3 **requirement was not met.**
 4 Q. And how did you determine what spacing
 5 requirement would apply in this application?
 6 **A. By referencing the priority choice they**
 7 **stated on their packet, which is Priority D, which**
 8 **required a 1500-foot separation from any other**
 9 **billboard on the same side of the highway.**
 10 Q. And they selected that in a signed
 11 affidavit. Correct?
 12 **A. Yes. They submitted an affidavit stating**
 13 **that they used Priority D, and that's also**
 14 **notarized as well.**
 15 Q. And so let's go back to Exhibit 11, which
 16 is the code.
 17 **A. Okay.**
 18 Q. And specifically let's go to 8-B. Can
 19 you read for me the specific section or -- that
 20 SignAd didn't meet in their application?
 21 **A. Yes. So it states here -- if you use**
 22 **Priority C or D, it states, "The sign must not be**
 23 **located closer than 1500 feet to another**
 24 **off-premise sign on the same side of the highway."**
 25 Q. And so can we turn to Exhibit 6?

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1 **A. 6, yes.**
 2 Q. And can you explain what Exhibit 6 is?
 3 **A. This is a Google Earth image satellite**
 4 **view showing the center where it says "Site."**
 5 **That's where the 11700 Wilcrest structure is at.**
 6 **Then it shows the other two billboards**
 7 **that are north and south of that and their**
 8 **distance between them.**
 9 Q. And what is the distance?
 10 **A. One is at 592 feet and the other is at**
 11 **571 feet.**
 12 Q. So within 800 feet -- so the Wilcrest
 13 sign is within 800 feet of two -- I'm sorry. Hold
 14 on.
 15 And so SignAd is admitting in their
 16 application that their sign is within 1,500 feet
 17 of another off-premise sign on the same side of
 18 the highway?
 19 **A. Yes.**
 20 Q. And was this information verified before
 21 the application was declined?
 22 **A. Yes. Part of our process is to verify**
 23 **all the information in the packet.**
 24 Q. And how did you verify the distance
 25 between the signs?

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1 **A. We actually go out to the site and**
 2 **measure it ourselves. We have a measuring wheel**
 3 **where we'll measure it from the existing structure**
 4 **to the other structures that we find, if any.**
 5 Q. And so can you look at Exhibit 2 and 3?
 6 **A. Yes.**
 7 Q. And what are Exhibits 2 and 3?
 8 **A. These are the actual photos of the**
 9 **measurements we found out there when we measured**
 10 **both ways to find the other billboards that were**
 11 **found within the spacing requirement.**
 12 Q. And what are the measurements on the
 13 measuring wheel?
 14 **A. One is -- one is 587 feet distance and**
 15 **the other one's 570 feet distance.**
 16 Q. And so these measurements don't match up
 17 exactly with what SignAd depicted in their
 18 application. Is it normal to have a slight
 19 variation in the measurements between the
 20 satellite photos and the measurements taken from
 21 the measuring wheel by the City?
 22 **A. Yeah, yeah. That happens, and that's why**
 23 **we actually go out ourselves and verify it**
 24 **ourselves, you know, to get the accurate**
 25 **measurements.**

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1 Q. And so after you get the measurements,
 2 what do you do with them?
 3 **A. After that, then we complete a site**
 4 **inspection form stating whether the site is**
 5 **approved or not approved. In this instance, it**
 6 **wasn't approved so the sign company was notified.**
 7 **And also a rejection letter was sent to the sign**
 8 **company.**
 9 Q. And so can you flip to Exhibit 4?
 10 **A. Okay.**
 11 Q. What is Exhibit 4?
 12 **A. Exhibit 4 is the actual off-premise site**
 13 **inspection form that was used for this site.**
 14 Q. And so that's what you just previously
 15 referred to?
 16 **A. Yes.**
 17 Q. And so can we now look at Exhibit 1?
 18 **A. Okay.**
 19 Q. And if you look at the second page, is
 20 this your denial of the special permit?
 21 **A. Yes.**
 22 Q. And when did you deny the permit?
 23 **A. November 18, 2024.**
 24 Q. And did SignAd appeal your decision?
 25 **A. Yes, they did.**

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1 Q. And that could be demonstrated on the
 2 first page of Exhibit 1. Correct?
 3 **A. That's correct.**
 4 Q. And so they appealed on December 2nd,
 5 2024?
 6 **A. Yes.**
 7 Q. And when you denied the application, did
 8 SignAd remove their sign?
 9 **A. No, they didn't.**
 10 Q. Okay. Thank you.
 11 MS. INGLIS: I pass the witness.
 12 CHAIRMAN DISHBERGER: Questions for
 13 the witness?
 14 MR. ROTHFELDER: Thank you,
 15 Mr. Dishberger.
 16 CROSS-EXAMINATION
 17 BY MR. ROTHFELDER:
 18 Q. Mr. Conde, we've sat across from tables
 19 like this before, haven't we?
 20 **A. Yes, sir.**
 21 Q. So I should know the answer to this
 22 question, but how long have you been with the Sign
 23 Administration?
 24 **A. A little bit over 12 years.**
 25 Q. So 2013, is that about right, give or

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1 take?
 2 **A. Give or take.**
 3 Q. Okay. I'm going to ask you to turn to
 4 Exhibit 6, if you would. As you're doing so --
 5 CHAIRMAN DISHBERGER: From your
 6 folder? You've got the folders there?
 7 MR. ROTHFELDER: I'm sorry. Exhibit 6
 8 in the City's folder I guess at this time.
 9 CHAIRMAN DISHBERGER: Okay. Thank
 10 you.
 11 MR. ROTHFELDER: I'll submit for the
 12 record SignAd's exhibits.
 13 CHAIRMAN DISHBERGER: Okay. Yes. Any
 14 objection to their exhibits?
 15 MS. YOUNT: I just -- I'm fine with
 16 all of them except Exhibit 4. I didn't know if
 17 you were going to have a witness. I didn't know
 18 what that was.
 19 MR. ROTHFELDER: Oh, yeah. I've got a
 20 witness for it.
 21 MS. YOUNT: Okay. Well, I'll agree to
 22 1 through 3 and 5 through 8 and then -- yeah.
 23 MR. ROTHFELDER: Okay.
 24 CHAIRMAN DISHBERGER: So all but
 25 Exhibit 4?

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1 MS. YOUNT: Yeah.
 2 CHAIRMAN DISHBERGER: Okay. We can
 3 come back to Exhibit 4 --
 4 MS. YOUNT: Yeah.
 5 CHAIRMAN DISHBERGER: -- if it's
 6 pertinent. Okay?
 7 So right now we'll take Exhibits 1
 8 through 8 except for No. 4, but we have -- the
 9 Board has the right to go and decide if we want to
 10 accept it or not.
 11 MS. YOUNT: Yes.
 12 CHAIRMAN DISHBERGER: Thank you.
 13 (SignAd, Ltd., Exhibits 1 through 3
 14 and 5 though 8 were admitted for the record)
 15 Q. (BY MR. ROTHFELDER) Mr. Conde, I'm going
 16 to refer you to the City's Exhibit 6. Do you have
 17 that in front of you?
 18 **A. Yes, sir.**
 19 Q. So the City's Exhibit 6 shows that
 20 there's a billboard located to the north of the
 21 sign on Wilcrest somewhere between 500 to 16 --
 22 600 feet north of the sign on Wilcrest. Is that
 23 correct?
 24 **A. That's correct.**
 25 Q. And you would agree that there's also a

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1 billboard located to the south about 600 feet
 2 south of the sign on Wilcrest. Is that correct?
 3 **A. That's correct.**
 4 Q. Now, you weren't with the Sign
 5 Administration when this sign was permitted in
 6 1997, were you?
 7 **A. No, sir.**
 8 Q. Do you have any reason to doubt that the
 9 two signs located on either side of the sign on
 10 Wilcrest were not there in 1997 when the sign was
 11 permitted?
 12 **A. I don't.**
 13 Q. Okay. Do you have any evidence to show
 14 that they weren't there when this sign was
 15 permitted in 1997?
 16 **A. I don't.**
 17 Q. Do you know whether they were there in
 18 1997?
 19 **A. I don't.**
 20 Q. Okay. I want to talk about Section 4617
 21 of the code. That's what we're talking about here
 22 today, Subsection 8. It's Tab 11 in the City's
 23 binder.
 24 And I'm just going to summarize the
 25 issue here. So you would agree with me that under

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1 the schedule I think you called it of relocation
 2 options, somebody that's relocating a sign that's
 3 impacted by highway widening has to relocate that
 4 sign either on the same property or the abutting
 5 property. Those are the first two options.
 6 Right?
 7 **A. The first two priorities, yes, sir.**
 8 Q. If they're located on those -- one of
 9 those pieces of property, the same or an abutting
 10 property, they get to take advantage of 500-foot
 11 spacing. Is that correct?
 12 **A. Right.**
 13 Q. That means they only have to be 500 feet
 14 from another billboard?
 15 **A. They have to be, yeah, within -- when we**
 16 **use Priority A and B, you have to be within**
 17 **500 feet.**
 18 Q. If you're in Priority C or D, that
 19 basically means you're locating elsewhere in the
 20 City on either a property that's owned by the same
 21 property owner but elsewhere in the city or just a
 22 completely different property altogether. Is that
 23 a fair summary of C and D?
 24 **A. Yes.**
 25 Q. And if you're in either of those two

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1 priorities, you have to adhere to 1500-foot
 2 spacing?
 3 **A. That's correct.**
 4 Q. That's what the City has applied to the
 5 application that we're talking about here tonight?
 6 **A. Yes.**
 7 Q. Okay. Now, you mentioned earlier that
 8 special permits are not renewable. Correct?
 9 **A. That's correct.**
 10 Q. But they are extendable. You can extend
 11 them?
 12 **A. Yes.**
 13 Q. Well, that's what SignAd and the City
 14 agreed to in 2015?
 15 **A. That was a special agreement between the**
 16 **City of Houston and SignAd. That had nothing to**
 17 **do with Sign Administration. Here at Sign**
 18 **Administration, we go by what the code states.**
 19 Q. Okay. But in 2015, you were with the
 20 City?
 21 **A. Yes.**
 22 Q. And so those two billboards located north
 23 and south of the sign on Wilcrest, those were
 24 there in 2015. Correct?
 25 **A. I have no idea if they were there.**

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1 Q. You don't know if those were there in
 2 2015?
 3 **A. No, sir.**
 4 Q. Do you have any reason to believe
 5 otherwise?
 6 **A. I'm unaware of that situation in 2015.**
 7 Q. Okay. But if they were there, you would
 8 agree with me that there were two signs located
 9 within 1500 feet of the sign on Wilcrest?
 10 **A. If you speculate I guess if I was**
 11 **there -- I can't -- I can't speak on that at all.**
 12 Q. Okay. And what SignAd is asking the City
 13 to do in this instance is apply 500 versus
 14 1500-foot spacing and grant its permit
 15 application. Do you understand that?
 16 **A. Okay.**
 17 MR. ROTHFELDER: I don't have anything
 18 else.
 19 CHAIRMAN DISHBERGER: Okay. Thank
 20 you.
 21 Any other witnesses or testimony or
 22 evidence?
 23 MS. YOUNT: No.
 24 CHAIRMAN DISHBERGER: All right.
 25 MS. YOUNT: The City rests.

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1 CHAIRMAN DISHBERGER: Well, you're not
 2 resting. You'll have a chance to come back.
 3 All right. So we'll go back to you
 4 guys. Richard?
 5 MR. ROTHFELDER: Chris.
 6 CHAIRMAN DISHBERGER: Chris. I'm
 7 sorry.
 8 MR. ROTHFELDER: Well, Richard's -- he
 9 likes to joke he's my older brother, 71-year-old
 10 brother.
 11 SignAd calls Rusty Reichle.
 12 RUSSELL "RUSTY" REICHLER,
 13 having been first duly sworn, testified as
 14 follows:
 15 DIRECT EXAMINATION
 16 BY MR. ROTHFELDER:
 17 Q. Mr. Reichle, please introduce yourself
 18 for the members of the Board and everybody else in
 19 the room.
 20 **A. Yes. My name is Russell Reichle. My**
 21 **friends call me Rusty so you can call me whatever.**
 22 **I'm a native Houstonian. I went to St. Pius High**
 23 **School, born and raised in the area.**
 24 **I've been in the outdoor business for**
 25 **over 42 years. I started with Foster & Kleiser.**

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1 Foster & Kleiser was bought out by Patrick Media
 2 which was bought out by Eller Media which was
 3 bought out by Clear Channel.
 4 I was vice-president of sales for
 5 Clear Channel Outdoor for 12 years and then I was
 6 import sales manager, meaning that I handled all
 7 the national business for Clear Channel for four
 8 years.
 9 I've been with SignAd Outdoor for
 10 seven and a half years. I'm in the real estate
 11 business. I secure permits. I apply for permits.
 12 I do anything and everything that is applicable to
 13 the real estate part of our business from securing
 14 leases and talking to property owners and working
 15 through various issues.
 16 I have been in the business, like I
 17 said, for over 42 years.
 18 Q. Mr. Reichle, you've answered the first
 19 10 of my questions in that first answer, and I
 20 appreciate it. And so just quickly, would you say
 21 that you have a pretty good understanding and
 22 pretty good experience with state and local sign
 23 regulations?
 24 A. Yes, sir. I've learned a lot going from
 25 the sales end to selling space to the real estate

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1 Correct?
 2 A. Yes.
 3 Q. And that was issued September 26th, 1997.
 4 Correct?
 5 A. Yes, sir.
 6 Q. Now, Mr. Reichle, I want to talk briefly
 7 about Section 4617 of the Houston Sign Code.
 8 That's Exhibit 3 in your binder there.
 9 A. Yes, sir.
 10 Q. Now, the Houston Sign Code, it generally
 11 prohibits new billboards. Correct?
 12 A. Yes.
 13 Q. And the -- really the only exception is
 14 billboards that you have to relocate because of a
 15 highway widening?
 16 A. Yes, sir.
 17 Q. And for one of those billboards you get
 18 what's called a special permit, do you not?
 19 A. Yes.
 20 Q. And that special permit, when you use it,
 21 it's good for 10 years. Right?
 22 A. Yes, sir.
 23 Q. And really my main question is -- well,
 24 exactly what I asked Mr. Conde earlier. You have
 25 these priorities. You either have to relocate on

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1 end and working with municipalities and government
 2 agencies, yes, sir.
 3 Q. Now, Mr. Reichle, I'm going to ask you to
 4 turn to Exhibit 1 in SignAd's binder. Now, are we
 5 here tonight to talk about SignAd's appeal of this
 6 rejection letter that SignAd received back in
 7 November of last year?
 8 A. Yes.
 9 Q. So let's talk first about the sign that
 10 we're visiting about tonight. The sign's located
 11 at 11700 Wilcrest Drive. And that's just south of
 12 the Beltway on US 59, is it not?
 13 A. Yes, sir.
 14 Q. And when did SignAd build that sign?
 15 A. Lord, I believe we built it in '97.
 16 Q. And this is important. Was it built
 17 using a special permit?
 18 A. Yes.
 19 Q. And a special permit, that's the same
 20 kind of relocation permit that we've been talking
 21 about tonight that's issued under 4617 of the
 22 Houston Sign Code, is it not?
 23 A. Yes.
 24 Q. And is that permit -- that's a -- a copy
 25 of that is in SignAd's notebook as Exhibit 2.

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1 the same or an abutting property. Right?
 2 A. Right.
 3 Q. If you do that, you only have to be
 4 500 feet from another billboard?
 5 A. Exactly.
 6 Q. Or you relocate from another piece of
 7 property that's owned by your property owner or
 8 somewhere else in the City. Right?
 9 A. Yes, sir.
 10 Q. And if you relocate to one of those
 11 places, you have to be at least 1500 feet from
 12 another billboard?
 13 A. Correct.
 14 Q. Now, we mentioned earlier SignAd
 15 relocated this particular sign using one of these
 16 special permits?
 17 A. Correct.
 18 Q. And where was that billboard?
 19 A. It was off of FM 529.
 20 Q. So it wasn't the same property?
 21 A. No.
 22 Q. It wasn't an abutting property?
 23 A. No.
 24 Q. It was located elsewhere in the city?
 25 A. Different part of the market.

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1 Q. Now, although it was located elsewhere in
 2 the city, did SignAd ultimately have to adhere to
 3 1500-foot spacing?
 4 **A. Could you repeat that again?**
 5 Q. Yeah. Let's take a look at Exhibit 4.
 6 And let me ask you to identify that for us.
 7 **A. Okay.**
 8 Q. Now, is Exhibit 4 a diagram that shows
 9 the location of the Wilcrest sign adjacent to two
 10 other billboards --
 11 **A. Exactly.**
 12 Q. -- at the time of the permit application
 13 in 1997?
 14 **A. Yes, sir.**
 15 Q. Now, was this attached to a TxDOT permit
 16 application at the time?
 17 **A. Right.**
 18 Q. And is this a fair and accurate
 19 depiction --
 20 **A. Yes, it is.**
 21 Q. -- of what it looked like --
 22 **A. Yes, sir. I'm very familiar with it.**
 23 Q. And, Mr. Reichle, I hate to tell you
 24 this. If you'll let me finish my question --
 25 **A. Okay.**

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1 Q. -- and then you finish your answer --
 2 **A. Okay.**
 3 Q. -- so that our madam court reporter over
 4 here doesn't take one of us outside. I know
 5 she'll appreciate that.
 6 MR. ROTHFELDER: And, Mr. Chairman, we
 7 offer Exhibit 4.
 8 CHAIRMAN DISHBERGER: So we as a
 9 group, this rarely happens, but we have something
 10 here, an exhibit that's being questioned by the
 11 City. So it's up to the Board.
 12 Does the Board want to accept this
 13 exhibit? I'd like to --
 14 MR. McKNIGHT: I think if the City has
 15 an objection to the exhibit --
 16 CHAIRMAN DISHBERGER: What?
 17 MS. YOUNT: Well, I just didn't know,
 18 until he explained it, where it came from.
 19 CHAIRMAN DISHBERGER: Are you
 20 objecting to it still?
 21 MS. YOUNT: No.
 22 CHAIRMAN DISHBERGER: Okay. So we
 23 will accept Exhibit 4 now.
 24 (SignAd, Ltd., Exhibit 4 was admitted
 25 for the record)

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1 CHAIRMAN DISHBERGER: Thank you.
 2 MR. McKNIGHT: Because it's the same
 3 as your exhibit. It's just hand done.
 4 MS. YOUNT: What? Oh, yeah.
 5 MR. McKNIGHT: It's the same exhibit.
 6 MS. YOUNT: I just wanted to make sure
 7 what it was.
 8 MR. McKNIGHT: Because if we can't use
 9 this go to the City's exhibit.
 10 CHAIRMAN DISHBERGER: They round off
 11 numbers here.
 12 Q. (BY MR. ROTHFELDER) Well, let me -- I'll
 13 put it into context. So this is -- it's labeled
 14 Plot Plan.
 15 But what it shows, does it not,
 16 Mr. Reichle, a billboard similar to what it looks
 17 like today 600 feet south of the Wilcrest sign
 18 labeled as Eller? You see that?
 19 **A. Uh-huh.**
 20 THE REPORTER: I'm sorry. Verbal
 21 answer.
 22 **A. Yes.**
 23 THE REPORTER: Thank you.
 24 Q. (BY MR. ROTHFELDER) And what does Eller
 25 mean to you?

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1 **A. 600 feet.**
 2 Q. No, no. Is Eller Media the same as what
 3 Clear Channel Outdoor is today?
 4 **A. Yes.**
 5 Q. And is there a Clear Channel Outdoor --
 6 **A. Yes, there is.**
 7 Q. -- billboard located --
 8 **A. Yes.**
 9 Q. -- about 600 feet south of the sign?
 10 **A. Correct.**
 11 Q. And located 500 feet -- 550 feet north is
 12 a -- what looks like a billboard located --
 13 designated as 3M. Do you see that?
 14 **A. Yes.**
 15 Q. And is 3M known as Outfront Media today?
 16 **A. Yes, sir.**
 17 Q. Is that same Outfront Media billboard
 18 there today?
 19 **A. Yes.**
 20 Q. And you said that you've been in the
 21 Houston billboard industry for 40 years. Since
 22 1997, have the provisions of this Section 4617
 23 changed?
 24 **A. No.**
 25 Q. But you would agree with me that still,

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1 at the time, the City granted an application
 2 despite these spacing issues for the use of a
 3 special permit?
 4 **A. Correct.**
 5 Q. Now, I want to talk about what happened
 6 in 2015. Now, in 2015, the City and SignAd
 7 entered into a pretty big settlement agreement,
 8 did they not?
 9 **A. Yes.**
 10 Q. And what that agreement did was it
 11 extended several expiring or expired 10-year
 12 relocation special permits, did it not?
 13 **A. Correct.**
 14 Q. So in this case, for this particular
 15 appeal, you submitted, on behalf of SignAd, an
 16 application to use one of your warehoused special
 17 permits, did you not?
 18 **A. Yes.**
 19 Q. And that was for a billboard located on
 20 Main Street?
 21 **A. Yes.**
 22 Q. Okay. And was that a valuable billboard
 23 that SignAd lost as part of a highway widening?
 24 **A. Yes. It was actually lost due to the**
 25 **construction of NRG Park and parking lot areas and**

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1 **it was extremely -- today it would be very**
 2 **valuable. The rodeo just had 2.7 million go in**
 3 **23 days. And so yes.**
 4 Q. So in 2015, the City and SignAd entered
 5 into a settlement agreement. A copy of that is
 6 Exhibit 5 in your notebook. And I want to -- I
 7 want to direct your attention, Mr. Reichle, to
 8 Page 5 of that exhibit.
 9 And read along with me in the middle
 10 of Paragraph 9 there starting with the second
 11 sentence.
 12 "The City and SignAd may work jointly
 13 to extend by special permit any sign that is built
 14 or has been built by special permit in order to
 15 expedite and reduce the cost of such projects."
 16 "Such extension of a special permit
 17 may be allowed for any sign whose permit has not
 18 expired provided that such extension is agreed to
 19 by the parties."
 20 "The City will consider and, as
 21 appropriate, grant relocation and extension
 22 opportunities to avoid the cost to governmental
 23 entities for the taking of other signs through
 24 eminent domain."
 25 Now, in other words -- so,

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1 Mr. Reichle, in other words, the City agreed as
 2 part of this settlement agreement they've already
 3 considered exactly what you're asking to do here,
 4 that is, extend a special permit using another
 5 special permit?
 6 **A. Exactly.**
 7 Q. Now, to your knowledge, did the City ever
 8 consider such a proposal?
 9 **A. No.**
 10 Q. Did we ask the City for a meeting to talk
 11 about such a proposal?
 12 **A. No.**
 13 Q. And did we ever get to have such a
 14 meeting?
 15 **A. No.**
 16 Q. Okay. But you would agree with me that
 17 historically, based on your experience in the
 18 Houston billboard market, the City has agreed to
 19 the same types of proposals and applications that
 20 SignAd has submitted in this particular instance,
 21 that is, extending a permit with a 10-year
 22 relocation permit using another permit?
 23 **A. Correct.**
 24 Q. Now, if you don't use your permit for
 25 this particular sign, is it fair to say that

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1 SignAd will take it elsewhere and build a new
 2 billboard in the city?
 3 **A. Correct.**
 4 Q. So what we're talking about here is
 5 either SignAd would be allowed to extend the
 6 permit for this sign, now nine and a half years,
 7 or put up a new billboard elsewhere in the city
 8 for 10 years?
 9 **A. Correct.**
 10 Q. So what is it that we're asking for the
 11 General Appeals Board to do here tonight? Are you
 12 asking them to overturn the rejection?
 13 **A. We're asking them to overturn the**
 14 **rejection and allow us to use an unused permit for**
 15 **an existing structure which would diminish**
 16 **additional outdoor to be built into the city**
 17 **and -- in a city that has -- and we abide by the**
 18 **code, et cetera, and for us to do that, one less**
 19 **billboard we would have to build. We would just**
 20 **apply it and operate it accordingly.**
 21 MR. ROTHFELDER: Pass the witness.
 22 CROSS-EXAMINATION
 23 BY MS. YOUNT:
 24 Q. Hello. Good evening. I just have a few
 25 questions. I know everybody's overanxious to get

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1 out of here. I am going to share my screen again.
 2 And it's Mr. Reichle. Correct?
 3 **A. Yes, ma'am.**
 4 Q. Okay. Mr. Reichle, I am showing you what
 5 is SignAd's Exhibit 8, the first page. And we're
 6 looking at this. So this is the first page of the
 7 application for the special permit we're
 8 discussing today. Correct?
 9 **A. Yes, ma'am.**
 10 Q. Okay. And the date received on there is
 11 November 14th, 2024. Correct?
 12 **A. Yes, ma'am.**
 13 Q. Do you have any reason to dispute that
 14 that is the date on which this application was
 15 submitted to the City?
 16 **A. Yes, ma'am.**
 17 Q. Would you have a reason to say it was not
 18 when the City received it?
 19 **A. I'm sorry. But I -- my -- I have my**
 20 **hearing aid.**
 21 Q. Oh, that's fine. I'll speak up.
 22 **A. Thank you.**
 23 Q. I'll repeat the question. So the date on
 24 this first page of the application says it was
 25 received by the City November 14th, 2024. Do you

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1 have any reason to dispute that as when the City
 2 received it?
 3 **A. No.**
 4 Q. Okay. Is that when SignAd submitted its
 5 application to the City?
 6 **A. Yes.**
 7 Q. Okay. Now, I want to show you -- and
 8 we've looked at this before. I think it's --
 9 yeah. Whoops. Wrong one.
 10 I'm going to show you -- this is
 11 exhibit which is our -- this is Exhibit 9, but it
 12 is also in the SignAd's -- got it. Sorry.
 13 Okay. Exhibit 9. This is the City's
 14 Exhibit 9, but it is SignAd's Exhibit 5. And this
 15 is the last page of the 2015 settlement agreement
 16 and it's Exhibit E to the settlement agreement.
 17 So this 2015 settlement agreement,
 18 SignAd -- it was something SignAd agreed to.
 19 Correct?
 20 **A. The extension permits for relocated**
 21 **boards.**
 22 Q. Yes?
 23 **A. Yes.**
 24 Q. Okay. And No. 10 is 11700 Wilcrest.
 25 Correct?

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1 **A. Correct.**
 2 Q. And so SignAd agreed that its permit for
 3 11700 Wilcrest would be September 18th, 2024.
 4 Correct?
 5 **A. Correct.**
 6 Q. Okay. And Wilcrest has -- that billboard
 7 has two faces. Right?
 8 **A. Correct.**
 9 Q. Okay. And can you explain what two faces
 10 means just so we're clear?
 11 **A. The board is -- it basically is a**
 12 **monopole structure and it has two faces, one**
 13 **facing forward right-hand southbound traffic and**
 14 **the other for left-hand northbound traffic.**
 15 Q. Okay. So 8811 1/2 Main Street, that
 16 billboard's only one face. Is that correct?
 17 **A. Correct.**
 18 Q. Okay. So why did SignAd only apply using
 19 a credit for a billboard with one face for a
 20 billboard that has two faces?
 21 **A. My mistake.**
 22 Q. Okay. Fair enough.
 23 **A. My mistake.**
 24 Q. Fair enough. No. I'll move on.
 25 Okay. I want you -- I'm still in the

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1 settlement agreement. If you could go to Page 8
 2 of the settlement agreement.
 3 **A. Is --**
 4 Q. Sorry. Is there a question?
 5 **A. You said Page 8. Page 8 of?**
 6 MR. ROTHFELDER: City's Exhibit 9?
 7 MS. YOUNT: Yes.
 8 **A. I don't have the City's.**
 9 MR. ROTHFELDER: Here.
 10 **A. Okay.**
 11 Q. (BY MS. YOUNT) Okay. I'm looking at
 12 Paragraph 7 on Page 8 of the City's Exhibit 9.
 13 And I'm going to read. "If either party fails to
 14 require the other to perform a term of this
 15 agreement, that failure does not prevent the party
 16 from later enforcing that term and all other
 17 terms. If either party waives the other's breach
 18 of a term, that waiver does not waive a later
 19 breach of the agreement."
 20 So here, SignAd is agreeing that if
 21 one of the parties does not enforce a term of this
 22 agreement that it would not be considered a waiver
 23 of that. Correct?
 24 MR. ROTHFELDER: Ms. Yount, he's not a
 25 lawyer.

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1 MS. YOUNT: Okay.
 2 **A. I'm not a lawyer.**
 3 Q. (BY MS. YOUNT) So do you have any
 4 opinion about what that means?
 5 **A. I'm not an attorney.**
 6 Q. Okay. That's fair enough. Okay. And
 7 I -- just because you guys were relying so heavily
 8 on this contract, I wanted to point out something
 9 else on Page 4 of the settlement agreement.
 10 So this is Page 4 of the City's
 11 Exhibit 9. And we're looking -- this is also
 12 Paragraph 7. It says here -- Paragraph 7 regards
 13 the timely renewal of permits that SignAd has
 14 agreed to.
 15 And it says, "This agreement shall not
 16 be construed to release SignAd from compliance
 17 with any provision of the Sign Code."
 18 Did I read that correctly,
 19 Mr. Reichle?
 20 **A. I'm reading it now if you would like to**
 21 **again.**
 22 Q. Sure.
 23 **A. Again, I'm not an attorney so I didn't**
 24 **write any of that so...**
 25 Q. I understand. So in article --

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1 **A. Yes.**
 2 Q. -- court reporter.
 3 And then -- but SignAd did not apply
 4 for an additional special permit until November
 5 2024. Correct?
 6 **A. Correct.**
 7 Q. Okay. Thanks.
 8 **A. I was -- I was aware that the application**
 9 **needed to be prepared and I started preparing for**
 10 **it immediately.**
 11 Q. Okay.
 12 **A. It just took a little time for me to get**
 13 **it all completed --**
 14 Q. Okay.
 15 **A. -- for the -- for the magnitude of the**
 16 **documents that are needed for a special permit**
 17 **application, which I believe is 23 or something**
 18 **like that.**
 19 Q. Okay. Well, yeah. Thank you for the
 20 explanation.
 21 MS. YOUNT: I think -- yeah. I pass
 22 the witness.
 23 Any further questions?
 24 CHAIRMAN DISHBERGER: Other questions?
 25 MR. ROTHFELDER: Yeah, just quickly.

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1 Paragraph 7, basically the last sentence on Page 4
 2 says, "This agreement shall not be construed to
 3 release SignAd from compliance with any provision
 4 of the Sign Code." Correct?
 5 **A. Correct. That's what it says.**
 6 Q. Okay. And then the last thing with this
 7 contract, the next page, Page 5. It was -- Page 5
 8 of the City's Exhibit 9. And you went over this
 9 with Mr. Rothfelder.
 10 And I wanted to point out -- I have it
 11 highlighted up here, but if we go to -- this is
 12 the first sentence, the second sentence.
 13 The third sentence says, "Such
 14 extension of a special permit may not allow -- be
 15 allowed for any sign whose permit has not expired
 16 provided that such extension is agreed to by the
 17 parties?"
 18 First of all, SignAd had agreed that
 19 the permit -- special permit expired
 20 September 28th, 2024, in this agreement. Correct?
 21 **A. (Nods head)**
 22 Q. Is that correct?
 23 **A. Correct.**
 24 Q. Sorry. I just need a verbal answer for
 25 our --

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1 **REDIRECT EXAMINATION**
 2 **BY MR. ROTHFELDER:**
 3 Q. Going back to Page 4, Mr. Reichle, that
 4 last sentence that Ms. Yount was reading, it says,
 5 "This agreement shall not be construed to release
 6 SignAd from compliance with any provision of the
 7 Sign Code," but then there's a second part of that
 8 sentence, "except as necessary to fulfill the
 9 terms of this agreement," does it not?
 10 **A. Yes, it does.**
 11 Q. And one of the terms of that agreement is
 12 that the City would consider extensions of
 13 existing relocation permits?
 14 **A. Yes.**
 15 Q. To your knowledge, did SignAd ever get
 16 the opportunity to discuss such an extension with
 17 the City?
 18 **A. No.**
 19 Q. And does SignAd have more of these
 20 warehouse permits in its inventory?
 21 **A. Yes.**
 22 Q. And to show the Board members, are those
 23 listed on the City's Exhibit 10?
 24 **A. Yes.**
 25 Q. And if you look at the fourth column

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1 there, does that show the number of faces that
 2 the -- SignAd has in its warehouse --
 3 **A. Yes.**
 4 **Q.** -- inventory?
 5 So does SignAd still have plenty of
 6 faces in its inventory that it could use for this
 7 sign or any other sign?
 8 **A. Yes.**
 9 **MR. ROTHFELDER:** Pass the witness.
 10 **CHAIRMAN DISHBERGER:** I think we're
 11 done with the --
 12 **MS. YOUNT:** No further questions.
 13 **CHAIRMAN DISHBERGER:** Thank you.
 14 We're done with the witnesses. We'd
 15 probably like to have questions from the Board of
 16 the groups here.
 17 Are there -- are there any questions
 18 of the Board? I'll be last.
 19 Guys online?
 20 **MR. THOMPSON:** I'm good.
 21 **CHAIRMAN DISHBERGER:** Lance?
 22 **MR. McKNIGHT:** No questions.
 23 **CHAIRMAN DISHBERGER:** So can I ask a
 24 question. Why did you wait until -- you said it
 25 took a lot of time to get the permit together, but

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1 you've had 10 years to prepare for such an
 2 extension.
 3 Why did you submit 45 days late?
 4 **MR. REICHLE:** I was -- in my current
 5 position, I was unaware that it was coming due,
 6 for lack of a better word, on -- in September.
 7 And then I was advised of that situation.
 8 And, like I said, it takes -- to
 9 satisfy the permit application that I had to
 10 adhere to for the City Sign Code, you know, you
 11 have to get a new survey. You have to order this.
 12 You have to find this. You have to get the
 13 property owner to sign off on certain documents.
 14 You have to meet with them at their schedule.
 15 It took that amount of time for me to
 16 prepare it accordingly. And I worked on it every
 17 day.
 18 **CHAIRMAN DISHBERGER:** Okay. The last
 19 thing. I never really got the answer. Maybe you
 20 kind of answered. You're saying you tried to talk
 21 to the City and the City would not talk to you?
 22 That just seems --
 23 (Phone call interruption)
 24 **MS. YOUNT:** Well, so --
 25 **CHAIRMAN DISHBERGER:** No one -- is

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1 what -- what you said was you were trying to meet
 2 with the City sign people and they would not meet
 3 with you?
 4 **MS. YOUNT:** I would -- I received an
 5 email late last week on the eve of this, but I was
 6 not presented until we talked today, you know, but
 7 we were -- Chris Rothfelder asked for a meeting
 8 based off of -- and I have the email if y'all want
 9 to see it, but this has been something that we
 10 have been discussing with Mr. Rothfelder and his
 11 client, meaning SignAd, for years.
 12 The first one that y'all granted were
 13 spacing requirements. You know, SignAd -- you
 14 know, we did come to an agreement then. This has
 15 been -- you know, the Sign Administration is
 16 trying to enforce the code and not go on to these
 17 agreements that we're looking at here today trying
 18 to get us back on track on enforcing the code.
 19 So we -- given it was the eve of the
 20 hearing, we represent the Sign Administration and
 21 we're going to go forward.
 22 **CHAIRMAN DISHBERGER:** Okay.
 23 **MR. ROTHFELDER:** I emailed Ms. Yount
 24 on Wednesday of last week and I asked for a
 25 meeting to talk about a resolution to this matter.

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1 This is the same type of meeting that's
 2 contemplated by this agreement. And Ms. Yount
 3 told us it's not going to happen.
 4 To my knowledge, nobody with the
 5 City -- to be clear, the 2015 settlement agreement
 6 is with the City. It's not with the Sign
 7 Administration. And to my knowledge, the City was
 8 never asked if we could have such a meeting.
 9 So my point in bringing that up is
 10 that we would like that meeting to take place or
 11 at least an answer as to whether or not the
 12 decisionmakers with the City will entertain such a
 13 meeting so we can follow the terms of the
 14 settlement agreement before this appeal has to be
 15 included, because once we're done here today we've
 16 only got so much time to appeal to City Council
 17 and then it's done.
 18 **CHAIRMAN DISHBERGER:** Sure.
 19 Yes, sir?
 20 **MR. RUIZ:** Back to the original
 21 question about the -- about the filing of the
 22 application, part of the introduction was you've
 23 been doing this for 42 years -- or plus 40 years,
 24 I think.
 25 So are applications typically late,

<p style="text-align: right;">Page 77</p> <p>1 because applications take the amount of time they 2 take to take? Right? So either -- are 3 applications typically late or was there something 4 special about this for it being late a couple of 5 months or -- you know, the September to November 6 date? 7 MR. REICHLE: When I -- when I worked 8 this one, I knew nothing about what we wanted to 9 apply for and to figure out, you know, we want to 10 move it here. And then I had to get -- you know, 11 I had to prepare scope of work. I had to get, you 12 know, original copies of the -- of the landowner 13 waiver. I had to get a survey. 14 There were different elements that I 15 had to get my mind into the mode of preparing to 16 get it done because when I do my -- if you've had 17 a chance to look at my application, I do it like 18 my old sales skill. 19 I do a cover sheet. I document it. 20 And it's buttoned up. I'm a straight shooter and 21 I do it so that I -- when I give it to Mr. Conde, 22 it makes his life easier that I'm not giving him 23 bits and pieces of things that are part of it. 24 I give him the actual document with an 25 actual cover sheet and an explain -- an actual</p>	<p style="text-align: right;">Page 79</p> <p>1 expiration date? 2 MR. REICHLE: Yes, sir. 3 MR. RUIZ: Okay. 4 MR. REICHLE: So -- 5 MR. McKNIGHT: I've got a question for 6 the Sign Administration. 7 If the application had been on time, 8 would that have affected your decision on whether 9 to accept the application or not? 10 MR. CONDE: Oh, no, not at all. 11 Whether it's on time or not, we do our due 12 diligence and we still go through it. 13 MR. McKNIGHT: Okay. 14 MR. CONDE: We've still got to check 15 the -- 16 MR. McKNIGHT: So the actual timing of 17 the application is not germane to this -- 18 MR. CONDE: No. 19 MR. McKNIGHT: -- conversation? 20 MR. CONDE: Well, I don't know. 21 MS. YOUNT: Well, I mean, I would -- 22 because they're -- they are hitting so hard on 23 that contractual provision that -- saying the 24 settlement agreement requires us to meet with 25 them.</p>
<p style="text-align: right;">Page 78</p> <p>1 explanation of what it entails. And I have to 2 prepare three copies of everything for Mr. Conde 3 as -- and us and all the notarization and 4 everything. 5 So, yes, it takes me some time to wrap 6 myself around it so that it's done correctly. I 7 don't want to have to make the Sign Administration 8 call me and go, "Well, I need this. Well, I need 9 this." 10 When I do it, if you can see, I do it 11 totally buttoned up. And Mr. Conde here will 12 probably agree with me on how I've done it. And I 13 feel like I do it the right way. And, yes, sir, 14 it takes me some time on top of all of my other 15 responsibilities that I have to do on a daily 16 basis. 17 MR. RUIZ: I don't think it's a 18 question as to the thoroughness of it. It's 19 just -- so it sounds like you just weren't made 20 aware of when to start preparing for it. 21 MR. REICHLE: Yeah. And as far as 22 awareness of, you know, I've got to have it in 23 this timeframe, you know, I wasn't aware. I was 24 doing it as quickly as I could. 25 MR. RUIZ: You weren't aware of the</p>	<p style="text-align: right;">Page 80</p> <p>1 Well, by the same contractual 2 provision, if the permit expires, that special 3 provision doesn't apply at all. Like we're not 4 admitting it would, but we're saying even if it 5 were an issue it -- 6 MR. McKNIGHT: Okay. I get it. I 7 just wanted to clarify. 8 MS. YOUNT: -- it doesn't qualify, 9 yeah. 10 MR. McKNIGHT: Okay. Cool. 11 CHAIRMAN DISHBERGER: And a last 12 question for David. 13 MR. CONDE: Yes, sir. 14 CHAIRMAN DISHBERGER: Question. So 15 they got these other two signs there. How did 16 this sign ever get approved in the first place 17 being within 5 -- less than -- more than 500 feet 18 away? 19 You're not -- you're not sure if the 20 signs were there or not, but somebody approved it. 21 The City of Houston said, "This sign is fine to be 22 in this location between these two signs" or 23 you're -- or you're going to say opposite, is that 24 the City then -- they weren't there then, that the 25 City didn't allow two other signs to be put up</p>

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1 closer also in the following years.
 2 So which --
 3 MR. CONDE: Yeah. No. That's a great
 4 question, Mr. Chairman. You know, I wish I knew
 5 the answer to that, but I don't. I don't. That
 6 was before my time.
 7 I don't know what happened verbally
 8 through email. I don't know - special agreements.
 9 I don't know what happened during that time. I
 10 can't speak on that. I'm sorry.
 11 CHAIRMAN DISHBERGER: Okay. No
 12 problem.
 13 MR. CONDE: Okay.
 14 CHAIRMAN DISHBERGER: Any other -- any
 15 other questions?
 16 MR. RUIZ: So those signs that were or
 17 were not there, you know, that -- you know, that
 18 were or were not there, the contract that they
 19 entered into to -- you know, to finish this within
 20 or to get rid of this sign within 10 years,
 21 whatever that contractual agreement is that you're
 22 holding him to, is that the reason that you
 23 settled for?
 24 Regardless of whether those signs were
 25 there or not, the agreement was that they would --

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1 they would remove it. It wasn't contingent upon
 2 whether or not there were or were not signs there?
 3 MR. CONDE: Exactly.
 4 MR. RUIZ: And that --
 5 MR. CONDE: Yeah. That's a 10-year
 6 contract and that's -- that was the deadline given
 7 to them.
 8 MR. RUIZ: So whether or not the signs
 9 were there or not, the contract was still ending?
 10 MR. CONDE: Right. Correct, yes, sir.
 11 CHAIRMAN DISHBERGER: We've got a few
 12 questions.
 13 Anybody else have a question online?
 14 (No response)
 15 CHAIRMAN DISHBERGER: If not, can
 16 we -- if something came up and you want to have
 17 one last comment from the City, we'll have one
 18 last comment here that's short. We don't want to
 19 hear the same stuff but just close.
 20 MS. YOUNT: Oh, sure.
 21 CLOSING ARGUMENT BY THE CITY OF HOUSTON
 22 MS. YOUNT: Just, you know, very
 23 quickly, I think in the presentation and evidence
 24 here shows that the application in 2024, which was
 25 necessary because SignAd agreed that it would --

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1 their permit would expire in September 2024 so
 2 they had to apply for a new permit.
 3 And then the evidence here today has
 4 shown that it was compliant with the Sign Code.
 5 CHAIRMAN DISHBERGER: Okay. Thank
 6 you.
 7 CLOSING ARGUMENT BY SIGNAD, LTD.
 8 MR. ROTHFELDER: Board members, we're
 9 just asking for consistency here, consistency and
 10 common sense.
 11 The same treatment that SignAd got in
 12 1987, that it got in 2015, that if it gets here
 13 tonight would lead to one less billboard being
 14 constructed in the City and this sign staying in
 15 operation for nine and a half years rather than a
 16 full 10 years that a new billboard will be put up
 17 in the City.
 18 CHAIRMAN DISHBERGER: Thank you.
 19 I need -- any discussion?
 20 First of all, we need a motion from
 21 someone on the Board besides myself to approve or
 22 disapprove the request that they get their sign
 23 permit.
 24 MR. McKNIGHT: I move we disapprove
 25 their request.

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1 CHAIRMAN DISHBERGER: Okay. Do we
 2 hear a second?
 3 MR. BROWN: Can you restate the
 4 motion, please?
 5 MR. McKNIGHT: I move we disapprove
 6 their request to overturn the permit rejection.
 7 CHAIRMAN DISHBERGER: Someone can
 8 second and still be against it. We just -- we
 9 need a second to have a discussion.
 10 MR. THOMPSON: I'll second that.
 11 CHAIRMAN DISHBERGER: Okay. So now we
 12 have discussion, a discussion among the Board
 13 members. The motion out there is to disapprove
 14 the applicant.
 15 Any comments or -- from anyone?
 16 MR. McKNIGHT: My look at this is in
 17 order to extend that it takes the City to
 18 negotiate. The Sign Authority's action on a
 19 permit, they have to follow the letter of the
 20 code.
 21 And we're here just to interpret the
 22 code so we have no bearing in the ability to
 23 overturn this because we are just here to
 24 interpret the code as it's written, and that's our
 25 sole job. So I don't see that we have any avenue

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1 to overturn this.
 2 CHAIRMAN DISHBERGER: Okay. Anybody
 3 online?
 4 (No response)
 5 CHAIRMAN DISHBERGER: Okay. We'll put
 6 it to a vote then. All in -- the motion is to
 7 disapprove the applicant's request for a sign
 8 permit.
 9 All in favor of disapproving, say
 10 "Aye."
 11 MR. McKNIGHT: Aye.
 12 CHAIRMAN DISHBERGER: We've got one.
 13 Any -- just one aye.
 14 Okay. Those who disapprove, say
 15 "Aye."
 16 Sorry. Who are against the motion who
 17 want to approve. We only have two votes right now
 18 so I --
 19 MR. THOMPSON: It's very -- it's very
 20 difficult to hear you because there's a constant
 21 echo.
 22 CHAIRMAN DISHBERGER: Yes.
 23 MR. THOMPSON: So maybe ask --
 24 CHAIRMAN DISHBERGER: Okay. So we
 25 have a motion on the floor to disapprove the

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1 applicant's request. So the vote is if you vote
 2 yes you're voting to disapprove.
 3 If you're voting no, you're voting to
 4 approve the applicant.
 5 So, again, I'll ask, all of those who
 6 would disapprove, say "Aye." I've got one.
 7 MR. McKNIGHT: Aye.
 8 CHAIRMAN DISHBERGER: Okay. All
 9 those --
 10 MR. THOMPSON: I'm sorry. The vote is
 11 to approve or (unintelligible).
 12 CHAIRMAN DISHBERGER: No.
 13 MR. McKNIGHT: The vote is for the
 14 City versus -- you say "Aye" if you're for the
 15 City stance. You say nay if you're for --
 16 CHAIRMAN DISHBERGER: Right. The
 17 motion was -- the motion was to disapprove. So
 18 you're just voting -- if you vote now to
 19 disapprove, you're voting with the City.
 20 MR. THOMPSON: I got it.
 21 CHAIRMAN DISHBERGER: If you are
 22 against the motion, you're approving.
 23 Okay. So I just want to make sure
 24 we're clear. This is very important. So we'll
 25 start over again.

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1 All those who vote to disapprove the
 2 motion, say "Aye."
 3 MR. McKNIGHT: Aye.
 4 CHAIRMAN DISHBERGER: I've got one
 5 person, two, three, four.
 6 All those who vote to approve, say
 7 "Aye."
 8 You going to vote?
 9 MR. RUIZ: I didn't think I voted.
 10 CHAIRMAN DISHBERGER: Yeah.
 11 MR. RUIZ: Okay. Then I will vote to
 12 disapprove.
 13 CHAIRMAN DISHBERGER: Okay. So it's
 14 five-zero.
 15 So the applicant's motion to approve
 16 has been not approved. Did that make sense?
 17 Okay. Thank you. With that, make a
 18 motion to -- do I have a motion to close the
 19 meeting?
 20 MR. McKNIGHT: I move we adjourn the
 21 meeting.
 22 CHAIRMAN DISHBERGER: Is there a
 23 second?
 24 MR. RUIZ: Second.
 25 CHAIRMAN DISHBERGER: There's a

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1 second.
 2 All in favor, say "Aye."
 3 THE BOARD: Aye.
 4 (End of General Appeals Board Meeting
 5 at 6:41 p.m.)
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1 STATE OF TEXAS)
2 COUNTY OF HARRIS)
3
4 I, Diana Ramos, a Certified Shorthand
5 Reporter in and for the State of Texas, do hereby
6 certify that at the time and place stated in the
7 caption hereto a General Appeals Board Meeting was
8 held; that the parties who made presentations at
9 the Meeting personally appeared before me, and the
10 witnesses who were examined by representatives for
11 the respective parties hereto were sworn by me;
12 that the proceedings of the Meeting, including
13 presentations of said parties, were taken in
14 machine shorthand by me and later reduced to
15 typewriting under my direction, and the foregoing
16 constitutes a true and correct transcript of said
17 proceedings.
18 Given under my hand and seal of office
19 this the 18th day of April, 2025.
20 *Diana Ramos*
21 Diana Ramos
22 Diana Ramos, CSR
23 CSR No. 3133, Expires 12-31-2027
24 Lexitas
25 Firm Registration No. 95
13101 Northwest Freeway, Suite 210
Houston, Texas 77040
(281) 469-5580

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 23:3,18 24:7,10,20,23
 25:1,3 26:5 28:3,21
 46:15,21 47:1,4,11 51:23,
 25 58:17,21 59:4,6 64:23
 68:7,11,24 69:1,3 71:21
 72:4 73:12 74:24 75:4,23
 76:2 79:21 80:8 82:20,22

Z

Zoom 18:17



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to:
Sign Administration
P.O. Box 2888
Houston, Texas 77252-2888
T: 832-394-8890
www.houston.tx.gov

November 18, 2024

SignAd Outdoor Advertising
1010 North Loop
Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the billboard structure located at: 11700 Wilcrest Dr. – Project Number: 17119577.

At this time the City of Houston cannot allow a billboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met is the spacing requirement from another billboard structure as indicated in the Sign Code as follows:

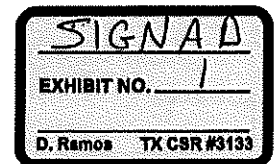
Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

Respectfully,

DAVID CONDE
Senior Inspector | Sign Administration
City of Houston | Houston Permitting Center
T: 832.394.8890 | 832.394.9087



CITY OF HOUSTON PUBLIC WORKS & ENGINEERING DEPARTMENT
BUILDING PERMIT CARD **POST THIS CARD ON JOB**

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL	BLDG. INSP.	754-0200	OCCUP. INSP.	754-0330
	ELECT. INSP.	754-0300	OCCUP. RECORDS	754-0354
	BOILER A/C	754-0255	PLBG. INSP.	754-0220
	MOBILE HOMES	754-0250	PLAN CHECKING	754-0400

DATE 09-26-97	RECEIPT NO. 1988280	PROJ. TYPE	PROJECT NO. 97072093
OCCUPANT SILVERADO	SPRINKLERS	TYPE	
ADDRESS 11700 WILCREST DR	SPACE BILLB	TID NO.	
CITY HOUSTON	ZIP CODE 77030	COUNTY HARRIS	BLDGS UNITS STORY
APPLICANT SIGN	LIC. NO. 00002000	PHONE 713-861-6023	
USE E1 2F 1P 40X140X10 YEAR RELOCATION BILLBOARD	APR CHRG \$265.26		

**M U L T I P L E P E R M I T
P R O J E C T C O M M E N T S**

Date Department Comment

09/25 9 SIGNS 10-YEAR RELOCATION UNDER SECTION 4617. OLD LOG NUMBERS

09 5/9 SIGNS BOARD AND 40X140X10 LOCATED AT 11700 FM529. SIGN TO BE

09/25/97 SIGNS REMOVED 5-18-2007

1 MLS 1-50 RIB

SIGN CONSTRUCT

672 PREP SIGN

TOTAL FEE	10.00
Permit Fee	10.00
	10.00
TOTAL FEE	255.26
Permit Fee	250.26
Processing Fee	5.00
	2-0.06

Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions. If anyone believes that this work may violate deed restrictions, call 655-0133.

INSPECTION RECORD

DATE & TIME FOOTINGS:	DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:
DATE & TIME UNDERSLAB ELECTRIC:	DATE & TIME OTHER:		
FOUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME STRUCTURAL FRAMING:	DATE & TIME PLUMBING ROUGH-IN:	DATE & TIME ELECTRICAL ROUGH-IN:	
DATE & TIME BOILER-A/C DUCT-VENTS-UNIT:	DATE & TIME GAS:	DATE & TIME OTHER:	
COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME BUILDING FINAL:	DATE & TIME ELECTRICAL FINAL:	DATE & TIME PLUMBING FINAL:	
DATE & TIME HEATING FINAL:	DATE & TIME AIR CONDITIONING FINAL:	DATE & TIME SIGNS FINAL:	
DATE & TIME SIDEWALK-D.W. FINAL:	DATE & TIME OTHER:		

SIGNAD
EXHIBIT NO. 2
D. Ramos TX CSR #3133

CITY OF HOUSTON PUBLIC WORKS & ENGINEERING DEPARTMENT
BUILDING PERMIT CARD **POST THIS CARD ON JOB**

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL	BLDG. INSP.	754-0200	OCCUP. INSP.	754-0330
	ELECT. INSP.	754-0300	OCCUP. RECORDS	754-0354
	BOILER A/C	754-0255	PLBG. INSP.	754-0220
	MOBILE HOMES	754-0250	PLAN CHECKING	754-0400

DATE 11/21/90	RECEIPT NO. 1960568				PROJ. TYPE	PROJECT NO. 9707209
OCCUPANT SIGN AD INC.				SPRINKLERS % TYPE		
ADDRESS 1700 WILCREST DR				SPACE BILLB	TID NO.	
CITY HOUSTON	ZIP CODE 77099	COUNTY HARRIS	BLDGS	UNITS	STORY	OCC GP
APPLICANT SIGN				LIC. NO. 00002000	PHONE 713-861-6023	
USE E1 2F 1P 40 14X80 ILLUM BILLBOARD VARIES 10YR RELOCATION SL 7/31/90						

SIGN SITE INSPECTION PERMIT TOTAL FEE 89.00

1 SITE INSPECTOR Permit Fee 84.00

APR CHRG Processing Fee 5.00

899.00 84.00

Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions. If anyone believes that this work may violate deed restrictions, call 655-0133.

INSPECTION RECORD

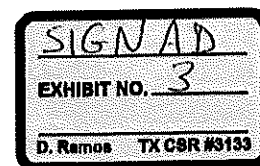
DATE & TIME FOOTINGS:	DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:
DATE & TIME UNDERSLAB ELECTRIC:	DATE & TIME OTHER:		
POUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME STRUCTURAL FRAMING:	DATE & TIME PLUMBING ROUGH-IN:	DATE & TIME ELECTRICAL ROUGH-IN:	
DATE & TIME BOILER-A/C DUCT-VENTS-UNIT:	DATE & TIME GAS:	DATE & TIME OTHER:	
COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME BUILDING FINAL:	DATE & TIME ELECTRICAL FINAL:	DATE & TIME PLUMBING FINAL:	
DATE & TIME HEATING FINAL:	DATE & TIME AIR CONDITIONING FINAL:	DATE & TIME SIGNS FINAL:	
DATE & TIME SIDEWALK-D.W. FINAL:	DATE & TIME OTHER:		

**CITY OF HOUSTON
BUILDING CODE
CHAPTER 46**

HOUSTON SIGN CODE

NOTE: ALTHOUGH THIS SIGN CODE CONSTITUTES CHAPTER 46 OF THE CITY OF HOUSTON BUILDING CODE (BASED UPON THE 2006 INTERNATIONAL BUILDING CODE), IT IS SEPARATELY PUBLISHED.

Current through Ordinance No. 2020-669
Effective July 29, 2020
Compiled by the City of Houston Legal Department



SECTION 4617--SPECIAL PERMIT

(a) A special permit shall be issued for the alteration or relocation of an existing off-premise sign situated within the Sign Code application area under the following limited circumstances:

- (1) The sign to be altered or relocated must be situated, both before and after its alteration or relocation, along the federal primary system and be subject to control under Subchapter B of Chapter 391 of the Texas Transportation Code.
- (2) The alteration or relocation of the sign must be required for a publicly funded transportation system improvement project being undertaken by the State of Texas or a political subdivision of the State of Texas. The decision to offer the sign owner the option of seeking a special permit to alter or relocate a sign pursuant to this section shall be at the discretion of the undertaking unit of government. In determining whether to make such an offer, the governmental unit shall take into consideration the probable cost of compensating the sign owner, in conjunction with the probable costs of compensating other sign owners affected by the project, as it relates to the economics and timeliness of the completion of the project and its effect on the public interest.
- (3) The sign to be altered or relocated must be a sign that has been lawfully constructed and maintained in accordance with all applicable state and local regulatory and permit requirements, and it must have been constructed and maintained with the permission of the person or persons owning the tract or parcel of land upon which it is situated.
- (4) The sign must be situated after its alteration or relocation according to the following priority:
 - a. First, upon the remainder of the same tract or parcel of land upon which it was situated before its alteration or relocation, if any; or
 - b. Second, if there is no remainder or if the remainder is not of sufficient size or suitable configuration for the alteration or relocation of the sign, then upon the property abutting the highway at the original sign location or upon the property abutting the insufficient remainder, if available; or
 - c. Third, upon another tract or parcel of land owned by the same person or persons as the tract from which it was relocated; or

Section 4617

- d. Fourth, any location as described in Section 4617(a)(1).
- (5) If the alteration or relocation is under Section 4617(a)(4)a or (4)c, then the person or persons who own the tract or parcel of land upon which the sign was situated must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for the temporary or permanent taking of the real property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project. This provision shall not be construed to preclude the payment of compensation to the real property owner for the acquisition of the real property or any other interest therein, but the use of the tract as an off-premise sign site shall not be considered in the determination of the compensation paid therefor.
- (6) The sign owner must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for any temporary or permanent taking of the sign in consideration of the payment by the unit of government of a mutually agreed specified amount of money calculated to cover the cost to the sign owner of the alteration or relocation of the sign.
- (7) The sign to be relocated or altered must, after its relocation or alteration, be in full compliance with all applicable regulations promulgated by the State of Texas pursuant to Chapter 391 of the Texas Transportation Code and all applicable requirements of this code. To the extent of any difference between the requirements of this code and the state regulations, the more restrictive requirement shall apply, except that the height of a sign after its relocation or alteration shall be governed by the less restrictive requirement.
- (8) Notwithstanding Section 4617(a)(7), signs to be altered or relocated under this section must meet the following requirements as to location and spacing following their alteration or relocation:
- a. For a sign that is to be altered or relocated on the remainder of the same tract on which it was previously located, or on the abutting property, under Section 4617(a)(4)a or (4)b, and is to be placed in the same relative position as to line of sight and not to exceed 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, the sign must: (i) be within 800 feet of one or more commercial or industrial activities and must not be located within 500 feet of another off-premise sign on

Section 4617

the same side of the highway, if the highway is on the interstate and freeway primary system, or within 300 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system outside of the city limits, or within 100 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system within the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

- b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.
- (9) The sign may not be altered within or relocated to a scenic or historical right-of-way or district or on any part of the federal primary system where the Texas Transportation Commission has by minute order requested that scenic easements be acquired or to any scenic or historical right-of-way or district created by the State of Texas or any political subdivision of the State of Texas.
- (10) A special permit issued under this section shall be effective for a period of ten years from the date of issuance and shall be nonrenewable. The owner of the sign and the owner or owners of the tract or parcel of land upon which it is altered or upon which it is to be relocated must agree in consideration of the issuance of a special permit under this section for the continued use of the sign in lieu of its immediate monetarily compensated removal to accommodate the transportation system improvement project that they will remove the sign by the expiration of ten years from the date of issuance of the special permit, during which time period they may continue to enjoy the use of the sign as altered or relocated under the special permit.

The agreement shall be accompanied by a right of entry without notice upon the tract or parcel of land upon which the sign is altered or relocated from the owner thereof, providing for the removal of the

Section 4617

sign by the city if not removed by the expiration of the aforesaid ten-year period, which right of entry agreement shall be in a form approved by the City Attorney. The agreement shall additionally be secured by a bond for each sign to cover the city's costs of removal of the sign in the event that the owner fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Such bond shall be in a form approved by the City Attorney and may be provided in one of the following forms:

- a. A surety bond issued by the sign owner as principal and a corporate surety authorized to transact business in Texas in the sum of \$10,000; or
- b. A secured deposit bond in the form of an assignment of an account with a financial institution insured by the Federal Deposit Insurance Corporation to the city. The account shall have a principal deposit of not less than \$5,000. Under the terms of the assignment, the financial institution must agree not to make any payment from or otherwise divert or dispose of the funds in the account, except that it shall agree to disburse all or any portion of the funds in the account only as directed by City Council resolution. In the event that the sign owner fails to remove the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the funds or such portion thereof as may be required to accomplish the work to be utilized for the removal of the sign and shall authorize the balance, if any, to be restored to the sign owner. In the event that the sign owner removes the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the existing balance of the account to be restored to the sign owner; or
- c. A nonrefundable cash bond in the sum of \$2,000. Cash bonds shall be collectively accounted for within the Building Inspection Fund created under Section 4605(i) and the proceeds shall be used to remove the sign in the event that any holder of a special permit secured by a cash bond fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Special permit holders who tender a cash bond and who timely remove their sign shall be entitled to the sign structure for salvage purposes; however they shall not be entitled to the refund of any portion of the cash bond or any interest thereon.

Section 4617

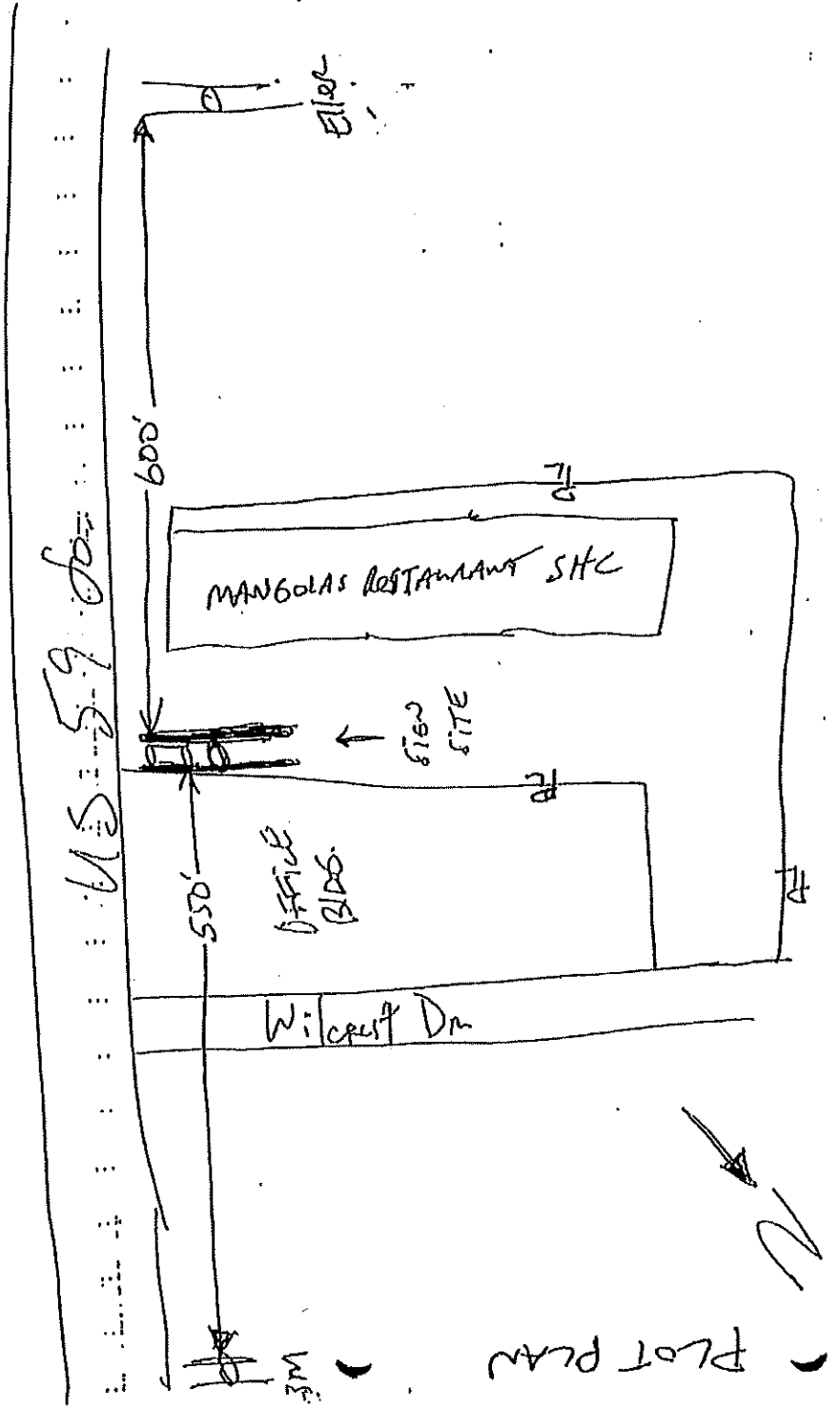
- (11) Notwithstanding Section 4605(e)(5), a sign lawfully erected under a special permit that is blown down or otherwise destroyed by any casualty may be replaced for the remainder of the ten-year period during which the special permit is in effect, provided that it is rebuilt at the same location, height, size and dimensions, and with the same materials and configuration as originally altered or relocated pursuant to the special permit.
- (12) Each application for a special permit shall be referred by the Sign Administrator to the Texas Department of Transportation together with the complete plans and specifications for the alteration or relocation of the sign and any other data that may be required by the said department to determine compliance with its applicable regulations. No special permit shall be granted unless an authorized representative of the Texas Department of Transportation certifies in writing that the proposed alteration or relocation of the sign will comply with all applicable state laws, rules and regulations.
- (13) Each application for a special permit must be signed by the owner of the sign and the owner of the property upon which it is to be altered or relocated, who shall each certify that all applicable provisions of this section have been complied with, and be accompanied by written consent to the alteration or relocation of the sign, signed by the duly authorized representative of the unit of government undertaking the transportation system causing the need for the sign to be altered or relocated.

(b) Fees for special permits shall be as otherwise provided in Section 117 of this Code and the city fee schedule. The operating permit for a sign altered or relocated pursuant to a special permit issued under this section shall transfer to the sign as altered or relocated. During the period that the special permit is in effect, operating permits for signs altered or relocated pursuant to this section shall be extended for three-year periods in accordance with Section 4605(d), provided that, notwithstanding any language to the contrary contained in any operating permit renewal issued for a sign altered or relocated under a special permit, no operating permit renewal shall be construed to authorize the continued existence, operation or maintenance of any such sign for any period in excess of ten years following the date of issuance of the special permit. The provisions of this section shall not be deemed to authorize any practice otherwise prohibited under this chapter, except to the limited extent and under the limited circumstances enumerated in this section. Nothing contained in this section shall be construed to abrogate the right of a sign owner or underlying property owner to refuse to accept the proposal by the governmental unit for the alteration or relocation of a sign under this section and to choose instead to seek monetary compensation.

Section 4617

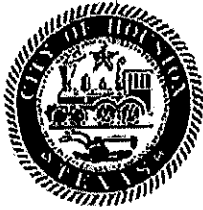
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Plot Plan



SIGNAD
 EXHIBIT NO. 4
 D. Ramos TX O&R #3133

1/24/14
 D. Ramos



CITY OF HOUSTON
Legal Department

COMPLETED

Annise D. Parker
Mayor

April 14, 2015

Val Perkins
Gardere Wynne Sewell LLP
1000 Louisiana
Wells Fargo Plaza, Ste. 3400
Houston, Texas 77002

Donna L. Edmundson
City Attorney
Legal Department
P.O. Box 368
Houston, Texas 77001-0368
City Hall Annex
900 Bagby, 4th Floor
Houston, Texas 77002

T. 832.393.6491
F. 832.393.6259
www.houstontx.gov

Re: Agreement between The City of Houston and SignAd, Ltd.

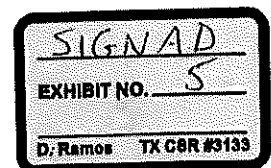
Dear Mr. Perkins:

Attached is the executed agreement between The City of Houston and SignAd, Ltd.

Please contact me at (832) 393-6383 if you have any questions.

Sincerely,


Jill Bradford
Senior Paralegal



176239
2015-0254

AGREEMENT

BETWEEN

The City of Houston, Texas and

SignAd, Ltd.

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This Agreement, made and entered into by and between the **City of Houston**, a municipal corporation and home-rule city of the State of Texas, principally situated in Harris County ("**City**"), and **SignAd, Ltd.** ("**SignAd**").

WITNESSETH:

WHEREAS, SignAd has been operating off premise advertising signs as a licensed company within the **City of Houston** as required by Section 4606 of Chapter 46 of the **City of Houston Building Code** ("**Sign Code**"); and

WHEREAS, the **City**, through its **Houston Sign Code** and **Office of Sign Administration**, seeks to ensure public safety, fair business dealings, compliance and transparency; and

WHEREAS, SignAd respects the **City's** efforts to reduce the total number of off-premise signs within its jurisdiction, and the **City** and SignAd have agreed to amicably resolve all pending issues between the parties regarding certain existing SignAd off-premise signs within the **City's** jurisdiction; and

WHEREAS, the **City** has agreed to waive all fees related to violations and penalties, pursuant to **Building Code**, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of licenses per Section 4604(c)(4), for currently expired signs; and

WHEREAS, the **City** and SignAd have agreed to their respective duties and obligations contained in the Agreement, including the timely voluntary removal of signs as described in Exhibit "A", and the operation, maintenance, repair, and extension of existing signs as described in Exhibit "B";

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

REMOVALS

1. SignAd hereby agrees to remove the SignAd sign structures described in attached Exhibit A ("the Removal Signs") pursuant to the schedule specified in Section 4.

EXTENSIONS

2. Notwithstanding any limitation period in Building Code, Chapter 46, Section 4617, the City hereby agrees to and provides extensions for the operation, use and enjoyment of the SignAd sign structures described in attached Exhibit B ("Extension Signs"). Such extensions are twenty years from the original expiration dates of the special permit for these structures, as set forth on Exhibit B.

RELOCATION OF SIGN NO. 70251

3. Sign number 70251, formerly located at 7955 ½ Katy Freeway, can be replaced at that location by SignAd and will be permitted to remain at that location for six years from the date of completion of the erection of the sign, should Sign Administration confirm that such complies with all applicable provisions of the Sign Code. Should Sign Administration determine that the sign cannot be located at that location or should SignAd elect to relocate the sign, Sign Administration shall review any relocation permit application for sign number 70251 under Section 4617 of the City's Sign Code. If Sign Administration determines that the application for relocation complies with all applicable provisions of the Sign Code, the sign can be relocated for six years from the date of the completion of the erection of the sign. If the sign is not relocated pursuant to this section on or before March 1, 2021, then SignAd's right to relocate the sign shall automatically terminate.

SCHEDULE OF REMOVALS

4. SignAd shall remove the Removal Signs described in Exhibit A on the following schedule: (1) Sign Nos. 28 – 30 (Ten Year Relocation Signs with Expired Permits) will be removed on or before April 30, 2015; and (2) commencing May 1, 2015, and concluding June 30, 2016, all other Removal Signs (starting with Sign Nos. 31-44 and concluding with Sign Nos. 1-27) will be removed with no less than two such signs removed each month. All the Removal Signs structures shall be dismantled and removed by SignAd entirely at its expense and all related permits shall be deemed void and extinguished as of the date of removal. SignAd shall provide written notice to the Director of the City's Sign Administration Department when each removal has been completed. Such notification shall be delivered by SignAd within five (5) days after each removal, and shall include before and after photographs of each removal site.

FAILURE OF REMOVAL

5. If SignAd fails to timely remove any of the Removal Signs on the schedule specified in this Agreement, the City shall provide written notice to SignAd, and, in the event SignAd does not cure such failure within thirty days of such notification, then all the extensions described in Section 2 shall immediately terminate and SignAd shall promptly remove the sign structures described in such Section.

WAIVER OF PENALTIES AND FUTURE APPLICATION OF SIGN CODE

6. The City waives all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of license per Section 4604(c)(4), for currently expired signs.

7. SignAd shall timely obtain renewal operating permits as required under the Sign Code for each Extension Sign, and shall continuously maintain and repair each Extension Sign in accordance with the maintenance, safety, and structural requirements of Section 4607(a) and (b) and 4609(a), (b), (c), (d), (g), (h), and (o) of the Sign Code. This Agreement shall not be construed to release SignAd from compliance with any provision of the Sign Code, except as necessary to fulfill the terms of this Agreement.

INTERPRETATION OF SIGN CODE

8. The City agrees that, commencing on the Effective Date of this Agreement, a special permit issued pursuant to Sign Code Section 4617(10), shall not be deemed to be issued until the date of the City's final inspection and approval of the relocated or altered sign.

COOPERATION ON CONDEMNATION ISSUES

9. As growth within the City and its extra-territorial jurisdiction presents challenges with undertaking infrastructure projects and with the associated condemnation proceedings by the City, the Texas Department of Transportation, and other public entities, SignAd may continue to utilize relocation options pursuant to the Sign Code. The City and SignAd may work jointly to extend by special permit any sign that is built, or has been built, by special permit in order to expedite and reduce the costs of such projects. Such extension of a special permit may be allowed for any sign whose permit has not expired, provided that such extension is agreed to by the parties. The City will consider and as appropriate, grant relocation and extension opportunities to avoid the cost to governmental entities for the taking of other signs through eminent domain. This provision shall in no way restrict or limit the ability of the City to require the removal of any sign, including the Extension Signs described in Exhibit B, when such removal is necessary for and associated with any City road, street, or other publicly funded improvement project. Save and except as otherwise provided in this Agreement, in the event of such requirement to remove any Extension Sign, either party may exercise its right fully under law in connection with any takings claims, including without limitation, any eminent domain or condemnation rights.

APPROVAL AND IMPLEMENTATION OF AGREEMENT

10. SignAd shall execute this Agreement in accordance with its corporate charter and the laws of the State of Texas and shall present said agreement to the City for approval.

Following receipt thereof, and in accordance with State law, including but not limited to the Texas Open Meetings Act and the provisions of the City Charter, City shall take those steps customary and reasonably required to adopt and implement the terms of this Agreement. SignAd and City shall cooperate with each other and support the enactment of an ordinance and any other measure incident to the approval and implementation of the terms of this Agreement. Should this Agreement not be approved by the City Council of the City of Houston, signed by the Mayor and countersigned by the City Controller, then this Agreement shall be null and void and the parties and their respective positions shall be unaffected thereby.

REMEDIES

11. City and SignAd acknowledge that the subject matter of this Agreement involves real and personal property, and that damages caused by either party's failure to comply with the terms of this Agreement, or to timely comply with the terms of this Agreement, are difficult of calculation. For these reasons, the City and SignAd agree that specific performance of the terms of this Agreement is appropriate to remedy a breach of this Agreement by either the City or SignAd. This remedy is not exclusive but is cumulative of all remedies available to the City and SignAd under the law which exist now or may exist in the future, including but not limited to those administrative remedies available to the City.

12. If the City institutes a lawsuit to enforce this Agreement and obtains affirmative relief by Final Judgment in such lawsuit, SignAd shall pay all reasonable costs and expenses incurred by the City in connection with the lawsuit, including, but not limited to, reasonable attorney's fees charged by outside counsel, court costs, expert witness fees, investigation fees, the cost of computerized legal research and all other reasonable charges billed by or on behalf of a law firm or an attorney.

ANNUAL INVENTORY

13. On or before May 15, 2015, and annually thereafter on or before January 31st of each year while operating a permit pursuant to Section 4605(a) of the Sign Code, SignAd shall file with the Sign Administrator a complete inventory of all its existing off-premise sign structures within the City's jurisdiction as of the preceding January 1st. Such inventory shall include the following information for each SignAd off-premise sign structure: street address,

GPS locators, size, height, number of faces, and not more than three digital photographs taken from street level portraying the front, back and end views of a sign. In addition, SignAd shall designate whether a sign is located on the federal highway system and whether a sign is located in a designated scenic district of the City. On or before April 15, 2015, the Sign Administrator shall provide written notice to SignAd regarding inventory requirements. Such instructions may be reasonably modified by the Administrator from time to time in the future by providing written notice to SignAd no later than December 1st of the year preceding the year to which such modifications apply. The filing of such inventory in compliance with the requirements specified by the Administrator constitutes compliance with Section 4612(i) of the Sign Code. SignAd shall provide written notice to the City of the removal of any of its off-premise sign structures within thirty days of such removal. The City shall provide written notice to SignAd of any material failure by SignAd to file an annual inventory in compliance with the requirements of this Section and the requirements specified by the Administrator.

MISCELLANEOUS

1. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of SignAd and the City and their respective parent corporations, subsidiary corporations, representatives, successors, and assigns.

2. Entire Agreement. This Agreement contains the entire Agreement between SignAd and the City and supersedes any and all prior agreements, arrangements, negotiations, discussions, or understandings between them pertaining to the subject matter hereof. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement have been made or relied upon by either SignAd or the City with respect to the subject matter hereof.

3. Effective Date. The "Effective Date" of this Agreement is the date on which all of the following shall have occurred: (1) this Agreement is duly approved and authorized by the Houston City Council by the passage and adoption of an appropriate ordinance; (2) this Agreement is duly executed by the Mayor of Houston; and (3) this Agreement is duly countersigned by the City Controller of Houston.

4. Disclaimer. It is expressly understood and agreed by and between the parties to this Agreement that this Agreement includes a compromise and settlement of disputed claims, and that the execution of this Agreement does not in any way constitute any admission of liability on the part of any party to this Agreement, but that all parties to this Agreement expressly disclaim any liability concerning the claims being compromised and settled herein.

5. Headings. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof. The captions are not restrictive of the subject matter of any paragraph of this Agreement.

6. Governing Law. This Agreement is being executed and delivered, and is intended to be performed in Houston, Texas; and the Charter and the Ordinances of the City and the laws of the State of Texas and of the United States of America shall govern the rights and the duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement. Venue for any litigation relating to this Agreement shall be exclusively in the courts of Harris County, Texas, for any state court actions and in the courts of the Southern District of Texas for any federal court actions.

7. Non-Waiver. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and SignAd. To the extent that a court or administrative body issues an order or other ruling enjoining, restricting or otherwise limiting all or a portion of the terms or performance of this Agreement by either the City or SignAd, the City and SignAd promptly shall confer in good faith and shall attempt to agree upon the appropriate modifications to this Agreement to give effect to the parties' original intent. In the event that the City and SignAd cannot so agree, this Agreement shall become null and void, and the parties shall each be returned to their respective positions on the day before the Effective Date of this Agreement.

9. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of City (by authority of an ordinance adopted by the City Council) and SignAd.

10. Notices. All notices required to be given under this Agreement shall be sent by fax or first class mail and delivered as follows:

To SignAd:

SignAd, Ltd.
Mr. Wes Gilbreath, Jr.
P. O. Box 8626
Houston, Texas

77249

With a copy to:
Mr. Richard Rothfelder
Rothfelder & Falick, LLP
1201 Louisiana, Suite 550
Houston, Texas 77002

and:

To the City:

City of Houston Sign Administrator-Code Enforcement
Public Works and Engineering Department
1002 Washington Avenue, Fourth Floor
Houston, Texas 77002
Fax: (832) 395-9607

11. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

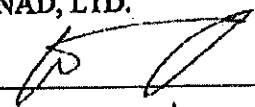
12. Interpretation. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

SIGNAD

SIGNAD, LTD.

By:  _____

Printed Name: Wes Gilbreath

Title: President

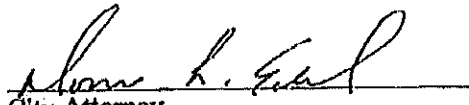
CITY OF HOUSTON

ATTEST/SEAL:




City Secretary

APPROVED:




City Attorney
L.D. File No. 0391400344001


CITY OF HOUSTON, TEXAS

Signed by:


Mayor

COUNTERSIGNED BY:



City Controller 

DATE COUNTERSIGNED:

4-10-15

LIST OF EXHIBITS

Exhibit "A": Removal Signs
Exhibit "B": Extension Signs

Exhibit A
Signs to be Removed

	BD No.	Street Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Districts
SIGNS TO BE REMOVED	1	10031 123 ALMA ST	North Fwy/S. of N. Main	011233A	10x40	1	400	H
	2	10051 3026 HOUSTON AVE	N. Fwy. @ N. Main	11231	10x40	1	400	H
	3	10151 1508 CORDELL	North Fwy N/O Cavalcade	011235A	12x48	1	576	H
	4	16151 2701 FM 1960	FM 1960 @ Treaschwlg	95011059	14x48	2	1344	B
	5	21711 860 EASTEX FWY	U.S. 59/S of New Caney	95037840	16x40	1	640	ETJ
	6	29841 16900 US HWY 90	16900 Hwy 90 E. of Sheldon Rd.	045334A	10x35	1	350	ETJ
	7	29869 7401 C E KING PKY	7900 C.E. King @ Hwy. 90	045335A	10x20	1	200	ETJ
	8	29871 7900 C E KING PKY	C E King Pkwy N. of Hwy 90	045023A	10x40	2	800	ETJ
	9	39600 4747 S. SHAVER	4747 S Shaver/500' N of Crenshaw	47182	10x44	2	880	I
	10	40009 3615 GULF FWY	3615 1/2 Gulf Fwy/S of Downtown	98015779	18x69	1	1548	I
	11	44620 10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fuqua	5281	10x24	2	480	D
	12	54480 13900 S MAIN	13900 Main Hwy 80A, N of Hillcroft	001855A	10x40	1	400	K
	13	74640 9100 N HWY 6	Hwy 6 N S/O Hwy 290	045591A	10x40	2	800	A
	14	75820 18844 FM 529	1844 FM 529/W of Barker Cypress	045045A	10x40	2	800	A
	15	75840 18846 FM 529	18846 FM 529/W of Barker Cypress	045044A	10x40	2	800	A
	16	76011 11200 HEMPSTEAD RD	11200 Hempstead Rd. @ Antoine	011203A	10x30	1	300	A
	17	76391 19335 NORTHWEST FWY	Hwy 290/E. of Hwy 6	93065455	14x32	1	448	A/ETJ
	18	82240 12050 SH 249	12050 SH 249/N of W Mt Houston	045340A	10x40	2	800	ETJ
	19	84120 12114 Bammel N. Houston	12114 Bammel N.Hou./N of Greens	100618A	10x40	2	800	ETJ
	20	85420 18928 KUYKENDAHL RD	18928 Kuykendahl/S of Sp Cypress	96057280	10x24	1	240	A/ETJ
	21	85480 19832 KUYKENDAHL RD	19832 Kuykendahl/N of Rhodes Rd.	100619	10x40	2	800	A/B/ETJ
SCENIC BOARDS	22	10180 303 TARVER	303 Tarver/North Fwy N/O Cavalcade	11238	12x48	1	672	H
	23	10180 3130 NORTH FWY	N. Fwy/.5mi S/O N Loop	96110523	10x30	1	300	H
	24	15711 3003 N SAM HOUSTON PKY E	3003 N Sam Houston Pkwy E E/O Morale	011225A	14x48	1	672	B

Exhibit A

SIGNAD
02/24/2016

	25	20020	903 CHARTRES	Eastex Fwy @ Walker S/O Minute	142613	14x48	2	1344	I
	26	29970	300 EAST SAM HOUSTON PKY	300 1/2 E Sam Hbu Pkwy/S of Wallisv	9053248	12x40	2	960	ETJ
	27	70060	301 YALE	I-10 @ 301 Yale	11200	14x48	2	1344	I
10 YEAR RELOS	28	20112	3628 WILEY	Eastex Frwy @ Parker	3022940	10x30	1	300	H
	29	21451	21837 EASTEX FWY	21837 1/2 Hwy 59/S/McClellan	98001621	14x48	2	1344	ETJ
	30	21460	22323 EASTEX FWY	Hwy 59 N/McClellan	97042359	10x40	2	800	E
2009 AMORTIZED	31	17241	706 SPRING CYPRESS	706 Spring Cypress E/O Dean	124716	10x40	2	800	ETJ
	32	17800	400 LOOP 494	400 Loop 494 S/O Ford	045024A	10x24	2	480	ETJ
	33	39210	3448 RICHEY RD	3448 Richey S E/O Forest Oaks	005283A	10x44	1	440	E
	34	49435	4111 FM 2351	4111 FM 2351 W/O Beamer	045031A	10x40	2	800	ETJ
	35	75980	406 TIDWELL RD	406 Tidwell W W/O Hamilton	96116898	8x28	1	224	H
	36	84920	1412 GREENS	1412 Greens E/O Trickey @1418 Gears	045346A	10x40	2	800	ETJ
	37	84960	6052 LOUETTA	6052 Louetta E/O Strack	100623A	12x40	2	960	B
2013 AMORTIZED	38	49431	4103 FM 2351	4103 FM 2351 W/O Beamer	045030A	10x40	2	800	ETJ
	39	62440	13600 BELLAIRE RD	13600 Bellaire Blvd W/O Eldridge	044916A	10x40	2	800	ETJ
	40	62460	13800 BELLAIRE RD	13800 Bellaire Blvd E/O Sugarland Howell	044915A	10x40	2	800	ETJ
	41	84700	11670 JONES RD	11670 Jones Rd. S/O Woodadge	045328A	14x48	2	1344	ETJ
	42	84800	13620 CYPRESS NORTH HOUSTON RD	13620 Cypress N Houston E/O Huffmeister	045329A	10x24	2	480	ETJ
	43	87311	2931 FM 2920	2931 FM 2920 W/O Foster	045343A	10x40	2	800	ETJ
	44	87315	2933 FM 2920	2933 FM 2920 W/O Foster	045342A	10x40	2	800	ETJ
TOTAL SQ FT								31670	

Exhibit B
Extensions of Permits for Relocated Boards

BD.No.	Street Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Term Beginning	New Term Expiration	Districts
1	10982 13600 NORTH FWY	13600 n. Frwy @ Rankin	125431	12x27	1	324	12/19/2014	12/19/2034	B/ETJ
2	10991 13801 NORTH FWY	13801 1/2 N. frwy, N/Rankin	98074082	10x40	2	800	8/14/2008	8/14/2028	B/ETJ
3	11120 16000 NORTH FWY	145 N @ Richey Rd	97079174	14x48	2	1344	8/19/2007	8/19/2027	B/ETJ
4	11680 25690 NORTH FWY	25690 1/2 N. Frwy, N/Rayford	454933A	14x48	2	1344	6/19/2006	6/19/2026	ETJ
5	40498 10500. GULF FWY	10500 Gulf Fwy/NEdgebrook	2063420	10x40	2	800	12/31/2012	12/31/2032	I
6	40591 12375 GULF FWY	12375 1/2 Gulf Frwy N/O Fuqua	98004574	14x48	2	1344	3/31/2008	3/31/2028	E
7	60151 5545 SOUTHWEST FWY	5545 SW Frwy W/O West Loop	990337174	10x40	2	800	8/13/2009	8/13/2029	G
8	60230 6222 SOUTHWEST FWY	6222 1/2 SW Frwy @ Westpark	98042691	14x48	1	672	12/22/2008	12/22/2028	J
9	60420 11420 SOUTHWEST FWY	11420 SW Frwy, N/Bellfort	98006640	14x48	1	672	2/23/2008	2/23/2028	K
10	60440 11700 WILCREST	SW Frwy 1 S, Wilcrest Dr	97072093	14x48	2	1344	9/18/2004	9/18/2024	F
11	70511 11211 KATY FWY	11211 Katy Frwy, E/Chimney Rock	99100919	10x36	2	720	11/16/2009	11/16/2029	G
12	70611 15625 KATY FWY	15625 1/2 Katy Frwy, 1/2 W/SH 6	98015402	14x48	2	1344	3/31/2008	3/31/2028	G
13	82740 21326 SH 249	21326 SH 249, N/Louetta	97038547	14x48	2	1344	9/10/2007	9/10/2027	ETJ
TOTAL SQ FT						12852			



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD _____ PROJECT NUMBER: 17119577 DATE: 11/15/2024

SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS

LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -95.5692

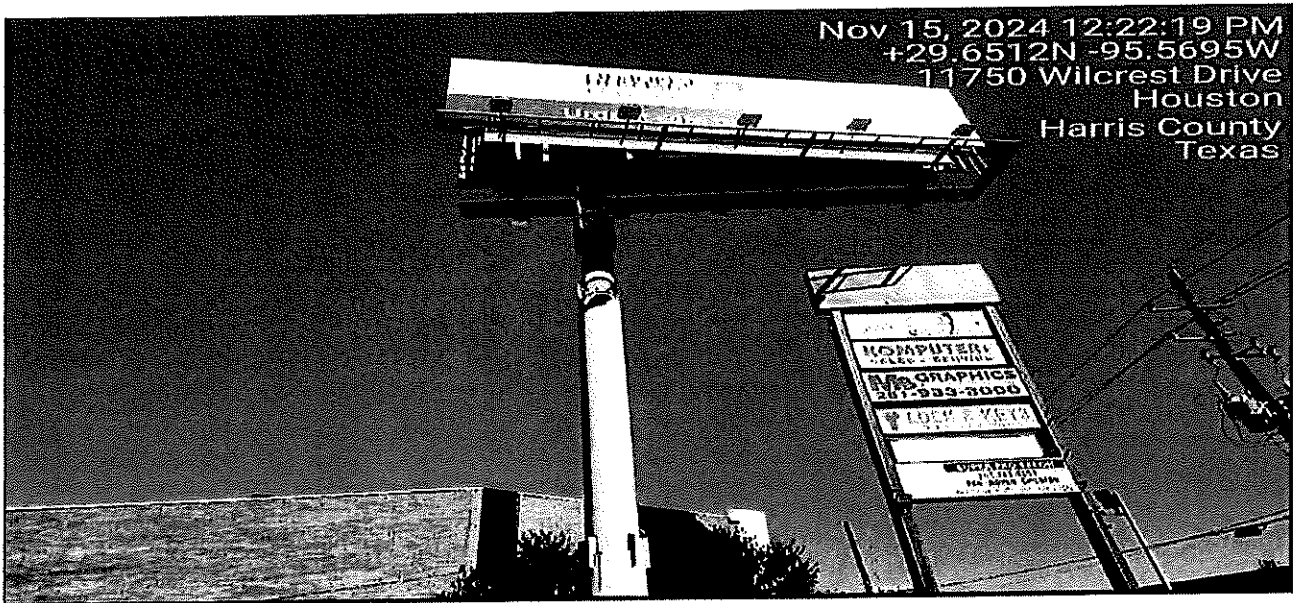
DISTANCE FROM NEXT OFF-PREMISE PERMITTED SIGN: 570' DISTANCE FROM THE CURB: 167' LOCATED/VIEWED FROM SCENIC AREA: NO

DISTANCE FROM A COMMERCIAL OR INDUSTRIAL ACTIVITY: 64' DISTANCE FROM POWER LINES: 6'

*HIGH VOLTAGE POWER LINE CLEARANCE: 0-750V (INSULATED) MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0" HORIZ 10'-0" HORIZ

*NATIONAL ELECTRIC CODE: 15-50KV (OPEN COND) MINIMUM 10 FEET HORIZONTAL AND 10 FEET VERTICAL CLEARANCE 10'-0" HORIZ 10'-0" HORIZ

COMMUNICATION CABLE LINES MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0" HORIZ 10'-0" HORIZ



LOCATE OF BILLBOARD STRUCTURE: S/L 30' W/O SOUTHWEST FWY

SITE INSPECTION APPROVED:

NO

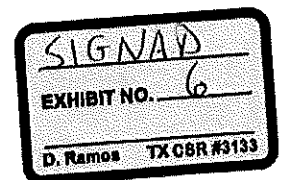
 BILLBOARD LOCATED ON N.H.S.: YES

SITE INSPECTION COMMENTS: SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'.

IF SITE INSPECTION CANNOT BE APPROVED, WHO WAS NOTIFIED OF THE REJECTION?

NAME: RUSTY REICHL DATE: 11/15/2024 TIME: 1:10 PM

SITE INSPECTOR: J.GALVAN DATE: 11/15/2024



ROTHFELDER  FALICK L.L.P.

CHRISTOPHER W. ROTHFELDER
crothfelder@rothfelderfalick.com

ATTORNEYS AT LAW
1517 HEIGHTS BLVD.
HOUSTON, TEXAS 77008

TELEPHONE: 713-220-2288
FACSIMILE: 713-658-8211
WWW.ROTHFELDERFALICK.COM

December 2, 2024

City of Houston
Office of the Building Official
1002 Washington Avenue, 4th Floor
Houston, Texas 77002
Attn: Sandra Meza

Via Messenger Delivery
and Email: Sandra.meza@houstontx.gov
SignAdministration@houstontx.gov

RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700 Wilcrest Dr.; Our File No. 1011-317.

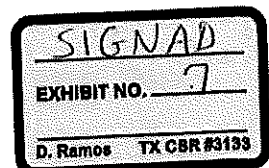
Dear Ms. Meza:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). As such, the November 18, 2024 Rejection Letter from David Conde to SignAd, as well as Mr. Conde's transmittal email, copies of which are enclosed with this letter, have been referred to us for handling and this response. Pursuant to Section 4604(e)(1) of the Houston Sign Code, please consider this SignAd's timely appeal of the Rejection Letter and the statement in Mr. Conde's email that "the sign must be removed immediately to bring it into compliance with the Sign Code." The foregoing correspondence misconstrue or wrongly interpret Chapter 46, including, but not limited to Section 4617, of the City of Houston Building Code. SignAd maintains that the Sign Administration wrongly denied SignAd's Application, that Sign is not required to remove the sign located at 11700 Wilcrest Dr., and that the City has failed to properly adhere to and apply the provisions of Chapter 46. SignAd will supplement its response and appeal, as necessary, pending the results of its internal investigation. Please contact me if you have any comments or questions. Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/ Christopher W. Rothfelder
Christopher W. Rothfelder

CWR:mr
Enclosures





CITY OF HOUSTON
Houston Public Works

John Whitmlre

Mayor

Mall to:
Sign Administration
P.O. Box 2888
Houston, Texas 77282-2888
T: 832-394-8890
www.houston.tx.gov

November 18, 2024

SignAd Outdoor Advertising
1010 North Loop
Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the billboard structure located at: 11700 Wilcrest Dr. – Project Number: 17119577.

At this time the City of Houston cannot allow a billboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met is the spacing requirement from another billboard structure as indicated in the Sign Code as follows:

Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

Respectfully,

DAVID CONDE

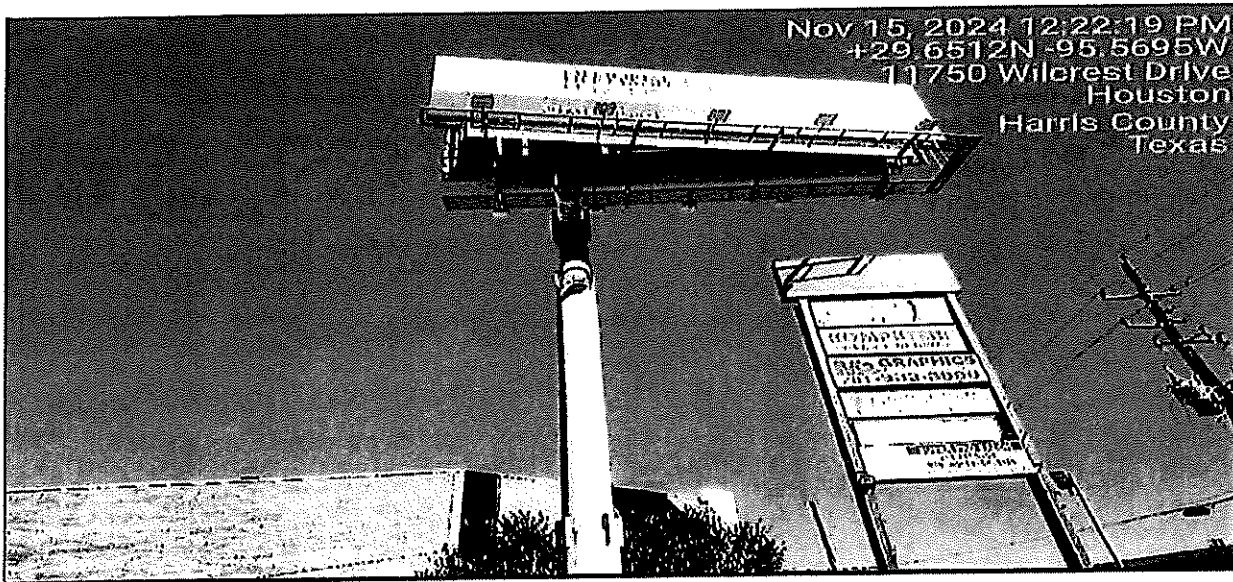
Senior Inspector | Sign Administration
City of Houston | Houston Permitting Center
T: 832.394.8890 | 832.394.9087



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD _____ PROJECT NUMBER: 17119577 DATE: 11/15/2024
SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS
LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -95.5692
DISTANCE FROM NEXT OFF-PREMISE PERMITTED SIGN: 570' DISTANCE FROM THE CURB: 167' LOCATED/VIEWED FROM SCENIC AREA: NO
DISTANCE FROM A COMMERCIAL OR INDUSTRIAL ACTIVITY: 64' DISTANCE FROM POWER LINES: 6'
*HIGH VOLTAGE POWER LINE CLEARANCE: 0-750V (INSULATED) MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ
*NATIONAL ELECTRIC CODE: 15-50KV (OPEN COND) MINIMUM 10 FEET HORIZONTAL AND 10 FEET VERTICAL CLEARANCE 10'-0 HORIZ 10'-0 HORIZ
COMMUNICATION CABLE LINES: MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ



LOCATE OF BILLBOARD STRUCTURE: S/L 30' W/O SOUTHWEST FWY

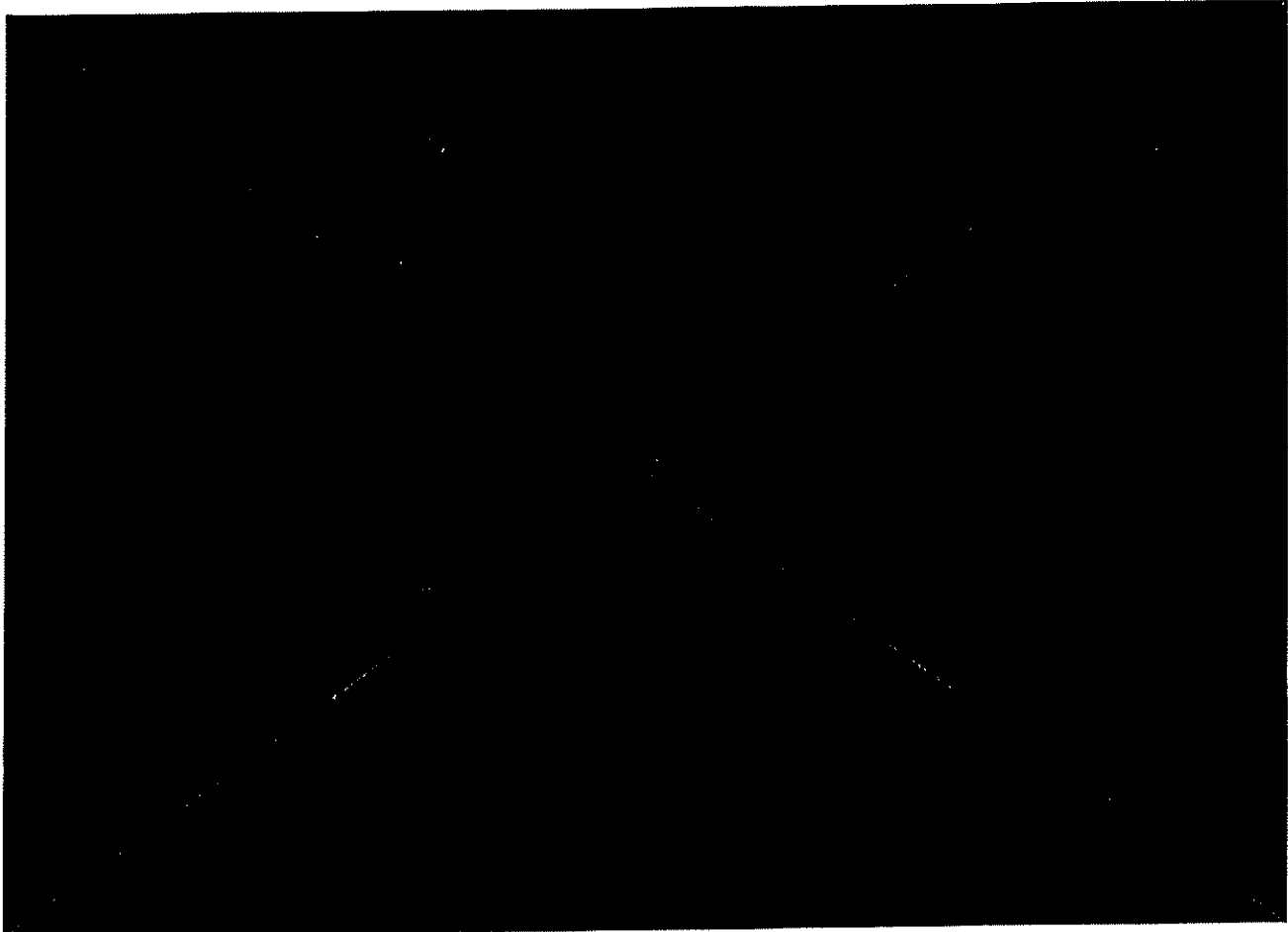
SITE INSPECTION APPROVED: NO BILLBOARD LOCATED ON N.H.S.: YES

SITE INSPECTION COMMENTS: SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'.

IF SITE INSPECTION CANNOT BE APPROVED, WHO WAS NOTIFIED OF THE REJECTION?

NAME: RUSTY REICHL DATE: 11/15/2024 TIME: 1:10 PM

SITE INSPECTOR: J.GALVAN DATE: 11/15/2024



From: Conde, David - HPW [<mailto:David.Conde@houstontx.gov>]
Sent: Monday, November 18, 2024 2:40 PM
To: Rusty Reichle <rusty@signad.com>; Priscilla Piña <r.e.coord@signad.com>
Cc: Benitez, Misael - HPC-HPW <Misael.Benitez@houstontx.gov>; Estrada, Albert - HPC-HPW <Albert.Estrada@houstontx.gov>
Subject: Rejection of 10-Year Relocation Packet – Violation of Sign Code at 11700 Wilcrest Drive - Immediate Removal Required
Importance: High

Dear SignAd Outdoor Advertising,

I hope this message finds you well. I am writing to inform you that the 10-year relocation packet you submitted on 11/14/2024 to the City of Houston has been rejected due to non-compliance with the required specifications outlined in the Houston Sign Code.

Sign Code Requirement Not Met

The primary issue with the relocation packet is a failure to meet the spacing requirements set forth in **Section 4617 (8)(b)** of the Houston Sign Code, which states:
"For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(c)(4)a or (4)d, the sign must:

SECTION 4517(a)(4)(C) OF (47)0, THE SIGN MUST:

- (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway, or nonfreeway primary highway and is within or without the city limits; or
- (ii) comply with the then-current criteria for location and spacing set by the state regulations, whichever is more restrictive."

As the relocated permit for **11700 Wilcrest Drive** does not meet these spacing requirements, the packet has been rejected.

Unpermitted Sign

Additionally, please be advised that the billboard at **11700 Wilcrest Drive** has been in violation of the Sign Code as an **unpermitted sign** since **September 18, 2024**, due to its existing permit being expired on that same date. As a result, the sign must be **removed immediately** to bring it into compliance with the Sign Code.

Documentation

For your reference, I have attached the following documents to this email:

- A copy of the rejected **Site Inspection form**.
- The **official rejection letter** for your proposed relocation packet.

If you have any further questions or need additional clarification, please feel free to contact our office at **832-394-8890**. We appreciate your prompt attention to this matter and look forward to your cooperation.

Respectfully,

DAVID CONDE

Senior Inspector | **Sign Administration**
City of Houston | Houston Permitting Center
D: 832.394.9087 | M: 832.647.4979



Unless expressly stated otherwise, the information contained in this e-mail and any attachments is confidential and may be privileged. It is intended for the sole use of the addressee(s). Access to this e-mail and its attachments (if any) by anyone else is unauthorized. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any dissemination, distribution or copying of the contents of this e-mail is strictly prohibited and any action taken (or not taken) in reliance on it is unauthorized and may be unlawful. If you have received this e-mail in error, please inform the sender immediately and delete it from your computer.



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD: _____ PROJECT NUMBER: 17119577 DATE: 11/16/2024
SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS

LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -96.5692



CH.46 – Section 4617

Special Permit RELO Checklist (CITY)

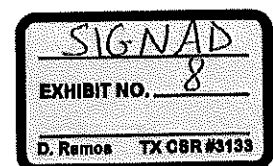
Sign Company: SIGNAD LTD.
Sign Location: 1.69 (US 59) S/O 11700 WILCREST DRIVE
Project Number(s):
Date Received: 11/14/24

Note: Please label the documents with the corresponding letter below so that each sheet can be located easily. This will help make the review process more efficient. Two (2) copies of all plans and documents must be provided.

Required Documents:

- A. Clarification/Cover Letter (Letter providing the reason why the work is to be done)
- B. Scope of Work (Description of work to be done to Billboard)
- C. Original Permit Application (for Site Inspection) by Sign Company
- D. Original Permit Application (for Construction Permit) by Contractor
- E. Original Electrical Permit Application (If Applicable)
- F. The "30 Day Notice to Vacate" Letter
- G. Copies of the Executed Lease Agreement
- H. Affidavit from the sign company stating the reason why the sign cannot be relocated according to the properties set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)
**Note: I or J will be determined by this affidavit.*
- I. Original copies of the C.O.H. Sign Owner Waiver (Reference Section 4617(a) (6))
- J. Original copies of the C.O.H. Landowner Waiver (Reference Section 4617(a) (5))
- K. Two (2) sets of the Site/Plot Plan denoting location of Billboard on the property and dimensions from two (2) fixed objects
- L. Supportive documentation for the proposed height above grade (Overall Maximum Height)
- M. Supportive documentation for the Residential/Commercial Percentage surrounding the site (Please provide the numerical percentage value) (Reference Section 4612(c) (2))
- N. Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b))
- O. Photos depicting the area where the Billboard has been removed from
- P. Two (2) sets of wet stamped Engineered Construction Drawings
- Q. Most recent scalable survey showing all easements and dimensions (Done with the benefit of a Title Report)
- R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 billboard structure)
- S. Removal Bond (Reference Section 4617 (a) (10) a, b or c)
- T. 10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties involved)

Other requirements may be imposed as circumstances dictate.



SIGNAD OUTDOOR

A.

Clarification/Cover Letter

SIGNAD

OUTDOOR

September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign – 13092649 – 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign #60440 – I-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

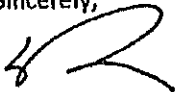
Enclosed you will find a one(1) Warehouse Inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 – I-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were was removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at rusty@signad.com).

Sincerely,



Russell(Rusty) Reichle

Real Estate

SIGNAD OUTDOOR

B.

Scope of Work

SIGNAD OUTDOOR

Date: September 16, 2024
Job Location: 11700 Wilcrest Drive
Companies Sign: 11700 Wilcrest Drive
Contractor: SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 – 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

**Original Permit Application by SignAd
Outdoor - Contractor**

1102 WASHINGTON AVE. - 2ND FLOOR - HOUSTON, TX 77002 PHONE: 832.394.8890 MONDAY - FRIDAY: 8:00 a.m. - 5:00 p.m.

This is an Off - Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas. Carefully complete all necessary information.

DATE: 9/16/2024 PROJECT NUMBER: 13100061
 SIGN CONTRACTOR: SignAd, Inc. LICENSE NO.: 89
 BILLING ADDRESS: P. O. Box 8626 ZIP: 77249
 SIGN ADDRESS: 11700 Wilcrest Drive Houston, Texas ZIP: _____
 TELEPHONE NO.: _____ EMAIL: _____

CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

SITE INSPECTION CONSTRUCTION PERMIT OPERATING PERMIT
 ELECTRICAL NON-ELECTRICAL FACE(S): 2 POLE(S): Mono (STEEL WOOD
 WIDTH: 48 Ft. _____ In. HEIGHT: 14 Ft. _____ In. MAX HEIGHT: 80 FT. _____ In.
 REASON FOR APPLICATION: COH RELO Permit # 13092649
 ADDITIONAL COMMENTS: We are not building a new sign structure simply implementing for a new RELO Permit

SECTION 4612-OFF-PREMISE SIGNS
 (a) Off-Premise Sign Provisions. The provisions of this section shall apply only to "Off-Premise signs," as that term is defined in Section 4603(a), within the sign code application area.
 (b) Prohibition of New Off-Premise Signs.
 (1) From and after the effective date (as defined in section 4602 - Effective Date (1)(2)(3)(4)), no new construction permits shall be issued for Off-Premise signs within the sign code application area. This prohibition shall apply to all classifications of signs, types of signs, and special function signs, and all other signs used as Off-Premise signs, including portable signs, with the exception that Off-Premise signs that advertise the sale or rental of real property or direct persons to the location of real property for sale or rental, which signs shall be limited to 40 square feet in area, shall continue to be permitted for a single three-year term.
 (2) Electronic and Off-Premise high technology signs are prohibited. This prohibition shall include the construction, reconstruction, upgrading, or conversion of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such that no electronic or Off-Premise high technology signs are permitted.

AFFIDAVIT I hereby certify that the above information is true and correct and further that the sign is being erected and/or maintained at the above location with the permission of the owner and/or authorized lessee of the premises; and that having read the restrictions and requirements of the City of Houston Sign Ordinance; that the sign is being erected or maintained in compliance with the Sign Ordinance, Chapter 46, Building Code, City of Houston and other applicable laws.

Sworn to and subscribed before me by said Wesley B. Gilbreath, Jr., Russell B. Reichle on October 31 of 2024
PRINT OWNER NAME/AGENT/LESSEE OF PREMISE PRINT SIGN REPRESENTATIVE MONTH & DAY YEAR

[Signature]
 Owner's Signature / Agent / Lessee of Premise

PRISCILLA PINA
 Notary Public, State of Texas
 Comm. Expires 01-24-2027
 Notary ID 131866480

[Signature]
 NOTARY PUBLIC in and for the State of Texas

[Signature]
 Sign Representative Signature

PRISCILLA PINA
 Notary Public, State of Texas
 Comm. Expires 01-24-2027
 Notary ID 131866480

[Signature]
 NOTARY PUBLIC in and for the State of Texas

SIGNAD
OUTDOOR

E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

This is a building permit application for electrical systems and wiring within the city limits of Houston, Texas. Carefully complete all necessary information. NOTE: If you have been instructed to submit via email, send the completed form to permits_office@houston.tx.gov.

1. APPLICATION DATE: 10/2/24 2. PROJECT NUMBER: _____ 3. ADVANCE PAY ACCOUNT NO. _____
 4. JOB SITE ADDRESS: 11700 WILCREST DRIVE, Houston, TEXAS
 5. CLASS OF WORK: Residential Apartments Commercial Industrial Other: Existing Billboards
 6. PRESENT OCCUPANCY: _____ 7. PROPOSED OCCUPANCY: _____
 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LICENSE NO.: SIGNAD H.S.M.E.L. # 89
 9. TELEPHONE NO.: 713 1861-6013 10. EMAIL ADDRESS: Rushy@SIGNAD.COM

WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

CHARGES							
Quantity	Item Description	Fee Amount	Total	Quantity	Item Description	Fee Amount	Total
1	Meter Loop & Service Up to and including 60 KW	\$ 90.06	90.06		Motors Up to and including 1HP	\$ 3.85	
	61kW through 250 kW	\$ 98.49			Motors 1 HP through 10HP	\$ 10.93	
	Over 250 KW	\$102.92			Motors Over 10 HP	\$ 7.71	
	Sub Panels with 8 or more circuits (each)	\$ 9.00			Plus Each Additional HP for Motors over 10 HP	\$ 1.73	
	Outlets	\$ 1.28			Transformers Up to including 1 KVA	\$ 3.85	
	Lighting Fixtures	\$ 1.28			Transformers Over 1 KVA	\$ 10.93	
	Range Receptacle	\$ 4.50			Transformers Over 10 KVA	\$ 7.71	
	Clothes Dryer	\$ 4.50			Total KVA over 10 on Above transformers	\$ 1.73	
	Cooking Tops	\$ 4.50			Ball Park & Parking Lot Light Poles First	\$ 90.06	
	Ovens	\$ 4.50			Each Additional	\$ 45.03	
	Garbage Disposals	\$ 4.50			Pole with guy wire (each)	\$ 46.03	
	Dishwashers	\$ 4.50			Temporary Saw Pole	\$ 90.06	
	Window Air Conditioner receptacle	\$ 4.50			Temporary Cut In	\$ 90.06	
	Heaters/Generators Up to and including 1 kW	\$ 3.85			Reconnection Fee	\$ 90.06	
	Heaters/Generators Over 1 kW through 10 kW	\$ 10.93			Festoon lighting & Streamers, per circuit	\$ 10.93	
	Heaters/Generators Over 10 kW	\$ 7.71			Shop Inspection Electrical Signs 0-5KVA	\$ 45.03	
	Plus Each Additional kW for Htr/Gen Over 10 kW	\$ 1.73			Installation Inspection Electrical Signs 0-5 KVA	\$ 45.03	
	EV Charging Outlet (Level 1)	\$ 90.06			Miscellaneous:	\$ 87.24	
	EV Charging Outlet (Level 2)	\$ 98.49			SUBTOTAL (Note: Minimum Fee on Any Permit is \$87.24)		90.06
	EV Charging Outlet (Level 3)	\$102.92			Fee for issuing each permit or receipt		+ \$ 32.16
					TOTAL FEE		\$122.22

Electrical materials used will be of the "approved" type and electrical work shall be installed in accordance with the City Ordinance(s) regulating electrical construction in the City of Houston. No modification(s) or addition(s) shall be made in the electrical system without the proper permit(s).

Master Electrician Signature (REQUIRED)

Master Electrician Printed Name and License Number

Signature of Person Picking up Permit

Printed Name of Person Picking up Permit

hpc@electricalsection@houston.tx.gov

832.394.8860

<https://bit.ly/3p78ntZ>

SIGNAD OUTDOOR

F.

“30 Day Vacate Letter”

- #13092649 - 811 ½ Main Street



Michael A. Stafford
Harris County Attorney

August 29, 2001

Mr. Wes Gilbreath
SignAd, Inc.
c/o Richard Rothfelder
1201 Louisiana, Suite 550
Houston, Texas 77002

Re: Relocation of Off-Premise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Relocation Agreement pursuant to Section 4617 of the Houston Sign Code, effective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjacent to Kuykendahl Road; more specifically, one north of Rhodes Road on real property owned by Juanita Schroeder and the one at 20015 Rhodes Road on the real property owned by Peter Terpstra. The third sign is located at 8811 South Main.

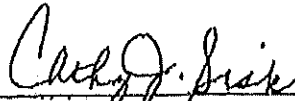
The relocation of the described signs is made necessary by publicly funded transportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahl Road and is constructing parking off of South Main near the Reliant Astrodome Complex.

Harris County and SignAd, Inc. agree as follows:

1. In consideration of Harris County executing this document, SignAd, Inc. hereby waives and releases any claim it may have for damages against Harris County for any temporary or permanent taking of the signs or sign relocation costs.
2. In consideration of said waiver, Harris County agrees that SignAd, Inc. may seek the special permits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the permanent relocation of the signs.

EXECUTED this 29th day of August, 2001.

MICHAEL A. STAFFORD
Harris County Attorney



CATHY J. SISK
Bureau Chief
Environmental and Community Protection Bureau
Harris County Attorney's Office
1310 Prairie, Suite 940
Houston, Texas 77002

EXECUTED this _____ day of _____, 2001.

SIGNAD, INC.

Wes Gilbreath
President, SignAd, Inc.



G.

**Copies of the Executed Lease
Agreement**

TOLL FREE: 1-800-821-1889



FAX: (713) 881-2107

P.O. BOX 8626
HOUSTON, TEXAS 77240
(713) 881-8013

OUTDOOR ADVERTISING

DATE: 2/3/97

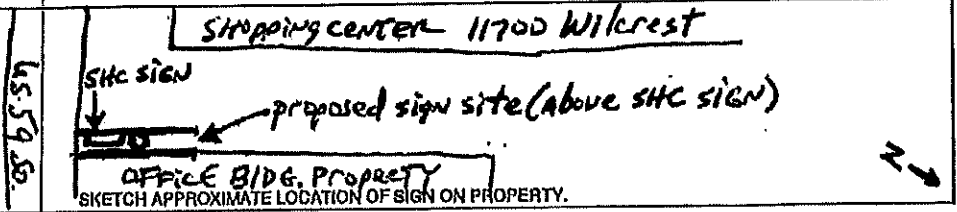
LEASE NUMBER 60441/2

THIS AGREEMENT, by and between Bellfontaine Apartments Inc. % Bob McKenzie (Lessor) and SIGNAD, INC.

(Lessee) sets forth the following terms and conditions:

PROPERTY. Lessor is the owner (or the authorized agent) of that certain real property located on the (N) - S - E - W side of U.S. 59 South (highway to be viewed from) about 150 N - (S) - E - W of Wilcrest Dr. (street/highway or landmark) being part of Lessor's property known as 11700 Wilcrest Dr. (address, city, county, state) Houston, Harris, Texas

SIZE: 14 x 48



TERM. Lessor hereby grants and leases to Lessee the herein described real estate for the exclusive purposes set forth in the agreement for a term of twenty-five (25) years. The term of this agreement shall commence upon 10/8/97 (date of construction/lease start date).

RENTAL. Lessee shall pay to Lessor a rental of *see below per year payable QUARTERLY annually on the anniversary of the agreement. Lessee shall pay to Lessor upon acceptance of this agreement a down payment of ten percent (10%) of the annual rate with the balance due and payable upon the anniversary of the agreement date in accordance with terms stated herein. **CONSTRUCTION.**

AUTHORITY. Lessor warrants that he is the owner or the authorized agent of the owner of the property and has full authority to enter into this agreement. This lease shall not obligate Lessee in any way until it is accepted and signed by an executive officer of SignAd, Inc.

LEASE PROVISIONS. This lease contains the provisions on this page and on the reverse hereof. Both parties have read and understand all such terms and provisions.

SPECIAL PROVISIONS.

[Signature]
LESSOR'S SIGNATURE

Robert C. McKenzie, PRES.
PRINT NAME/TITLE

10932 Old Katy Road
ADDRESS

Houston, Texas 77043-4903

(281) 468-2840
PHONE

TAX ID #

INDIVIDUAL CORPORATION PARTNERSHIP

[Signature]
SIGNAD, INC.

Brett Gilbreath
PRINT NAME/TITLE

2-7-97
ACCEPTANCE DATE

BRETT GILBREATH
REAL ESTATE REPRESENTATIVE

ADDITIONAL TERMS AND CONDITIONS

LEASED PROPERTY: Lessor consents and grants to Lessee the right of ingress and egress to and from the site(s); the right to provide or obtain the electrical power to the site(s) and place additional equipment thereon; the right to submit the site(s) or sign structure(s) to design this agreement; and right to relocate the sign structure(s) and facility to Lessee on Lessor's property if the maintenance of the sign structure(s) is necessary for the safe

of the premises for advertising purposes, or may terminate the Lease on fifteen days notice in writing. Lessor agrees thereupon to return to Lessee any rent paid in advance for the unexpired term.

During the period prior to completion of construction and for an entire period during which a sign structure(s) is being erected on the premises by Lessee, the rental shall be \$10.00

RIGHTS OF PUBLIC: It is the intention of the parties to this agreement that the sign structure(s) to be erected on the above-described premises shall be visible to the traveling public from the highway. Lessor grants to Lessee and its authorized agents the right of ingress and egress to and from the site(s) over the premises reasonably necessary for the proper erection, placement, maintaining and removing of the sign structure(s), including but not limited to the cutting or removal of brush, weeds, or any vegetation or the removing of any obstruction of any kind which may limit the visibility of the sign structure(s) to the traveling public. Lessor shall not cause nor permit any other sign structure other than Lessee's to be erected or placed on the above-described site(s) or on any adjacent real estate owned or controlled by Lessor nor cause nor permit any other sign structure, equipment, materials and

to be erected or placed on the above-described site(s) or on any adjacent real estate owned or controlled by Lessor nor cause nor permit any other sign structure, equipment, materials and

to be erected or placed on the above-described site(s) or on any adjacent real estate owned or controlled by Lessor nor cause nor permit any other sign structure, equipment, materials and

to be erected or placed on the above-described site(s) or on any adjacent real estate owned or controlled by Lessor nor cause nor permit any other sign structure, equipment, materials and

TERMS EXTENSION: This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term upon prior written notice by the Lessor or Lessee served no less than ninety (90) days before the end of such term.

CONDEMNATION: In the event of condemnation of the subject premises or any part thereof by proper authorities or relocation of the highway, Lessor grants to Lessee the right to relocate its sign structure(s) on Lessor's remaining property adjoining the condemned property or the relocated highway. Any condemnation award for Lessee's property shall accrue to Lessee.

ENTIRE AGREEMENT: It is understood that this agreement constitutes the entire agreement and understanding between the parties and supersedes all prior representations, understandings and agreements relating to the site(s). This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee. Neither Lessor nor Lessee shall be bound by any agreement, representation, expressed or implied, not contained herein. This agreement shall in all cases be for the benefit of the heirs, executors, personal representatives, successors and assigns of the parties hereto. Lessor agrees to notify Lessee of any change of ownership of the real estate or of Lessor's mailing address within thirty (30) days of such change. In the event of a conveyance of the real estate, Lessor shall be responsible for any prepaid rental that is due to the new owner.

SIGNAGE IMPROVEMENTS: It is agreed that any structures placed upon the site(s) shall remain the property of Lessee. Lessee is granted the right to remove the sign structure at any time during the term of the lease. Lessor agrees to return to Lessee any rent paid in advance for any unexpired term. Lessee shall make any necessary application with, and obtain, construction and maintenance of Lessee's sign(s).

SIGNAGE COVENANTS: In the event that (a) the sign structure(s) is/are entirely obstructed or destroyed, (b) the premises on which the sign structure(s) is/are located is/are so damaged or so altered as to be unsuitable for the erection or use of Lessee's sign(s), (c) the value of the location for the erection or use of Lessee's sign(s) is obstructed or diminished in any way by any growth or object on the premises, (d) the Lessee is prohibited by law from construction and/or maintaining on the premises such sign(s), as the Lessee may desire, then the Lessee may, at his option, adjust the rent in proportion to the decreased value

of the premises for advertising purposes, or may terminate the Lease on fifteen days notice in writing. Lessor agrees thereupon to return to Lessee any rent paid in advance for the unexpired term.

NOTARY PUBLIC

Notary

Notary

State of _____ County of _____ The foregoing instrument was acknowledged before me this _____ day of _____, by _____ _____ Notary Public In and for the State of Texas _____ Printed Name _____ My Commission Expires _____	State of _____ County of _____ The foregoing instrument was acknowledged before me this _____ day of _____, by _____ _____ Notary Public In and for the State of Texas _____ Printed Name _____ My Commission Expires _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Legal Description of Property:



H.

**Affidavit from the Sign Company Stating
the Reason why the Sign cannot be
Relocated According to the Properties
set forth in the C.O.H. Sign Code**



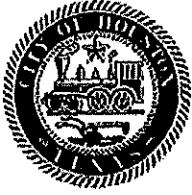
Relocation Site – 8811 ½ Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800'(Section 4617(8)a)of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.

SIGNAD
OUTDOOR

I.

**Original Copies of the C.O.H Sign Owner
Waiver**



CITY OF HOUSTON
Houston Public Works

Sylvester Turner
Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77252-2688
T: 832-394-8890
www.houstontx.gov

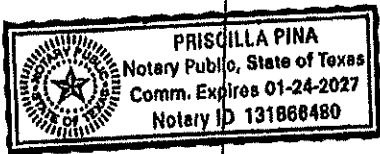
Agreement and Release Pursuant to Section 4617(a) (6) of the City of Houston Sign Code

Sign Owner, Sign/AD, LTD, is seeking a Special Permit for relocation of an Off-Premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 8811 1/2 Main Street Houston, TX, City of Houston Sign Permit No. 13092649.

Pursuant to Section 4617 (a) (6) of the Code, Sign Owner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against TxDOT (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the sign, in consideration of the payment by the Unit of Government of a mutually agreed specified amount of money calculated to cover the cost to Sign Owner of the alteration or relocation of the sign.

10-22-24
Date

Wes Gilbreath
Sign Owner's Printed Name



[Signature]
Signature of Sign Owner's Representative

The foregoing instrument was acknowledged before me this 22 day of October, 2024 by Wes Gilbreath.

[Signature]
Notary Public in and for the State of Texas,
County of Harris

SIGNAD
OUTDOOR

J.

**Original Copies of the C.O.H Landowner
Waiver**



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77252-2888
T: 832-394-8890
www.houstontx.gov

Agreement and Release Pursuant to Section 4617(a) (5) of the City of Houston Sign Code

Landowner, Bellfontaine Apartments (Robert McKenzie), is seeking authorization of a Special Permit for relocation of an off-premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 8811 1/2 Main Street (the "Real Property"), City of Houston Sign Permit No. 13092649. Houston

Pursuant to Section 4617 (a) (5) of the Code, Landowner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against HARRIS COUNTY (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the Real Property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project.

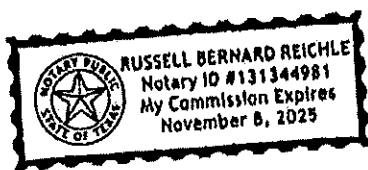
This agreement shall not be construed to preclude the payment of compensation by the Unit of Government to the Landowner for the acquisition of the Real Property or any other interest therein, but the use of the Real Property as an Off-Premise sign site shall not be considered in the determination of the compensation paid therefor.

11-13-24
Date

Bellfontaine Apts., Inc.
Landowner's printed name
Robert McKenzie
RM
Signature of Landowner's Representative

The foregoing instrument was acknowledged before me this 13th day of NOVEMBER, 2024, by Robert McKenzie.

[Signature]
Notary Public in and for the State of Texas,
County of HARRIS



HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 044104000099

10/1/2024 4:46 PM



Owner and Property Information

Owner Name & Billing Address:	BELFONTAINE APTS INC % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340	Legal Description:	TR 3U ABST 651 L ROARK
		Property Address:	11700 S WILCREST DR HOUSTON TX 77099

State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047600
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385290
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048970
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006150
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163480
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2023				Value as of January 1, 2024			
	Market	Appraised		Market	Appraised		
Land	1,424,410		Land	1,424,410			
Improvement	1,519,357		Improvement	1,577,650			
Total	2,943,767	2,943,767	Total	3,002,060	3,002,060		

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



K.

**Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects**

11700 Wilcrest Drive Houston, Texas

I-69(US 59) S/O Wilcrest Drive 14' X 48'



Materials

11734

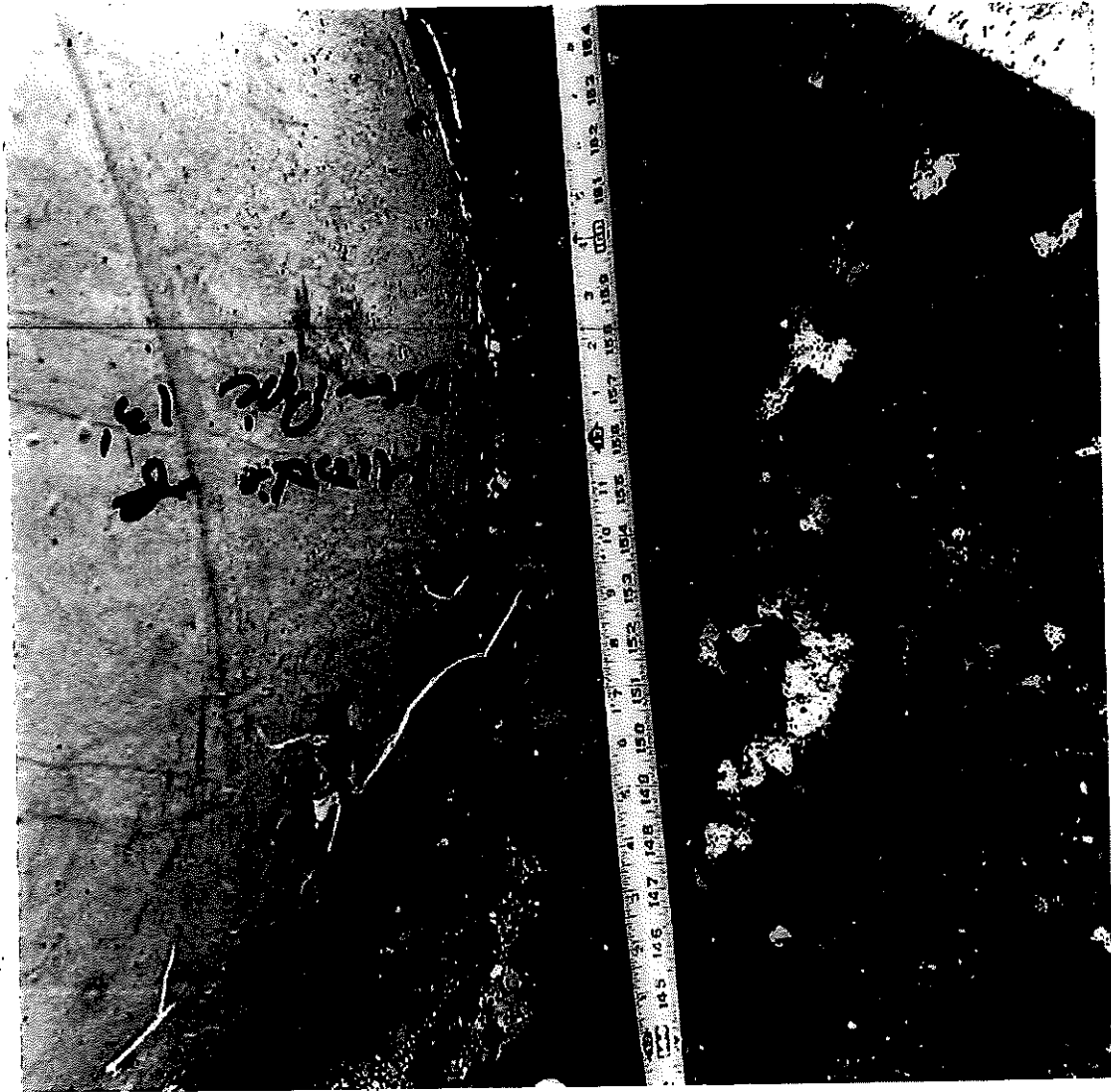
Google Earth

50'





12/15

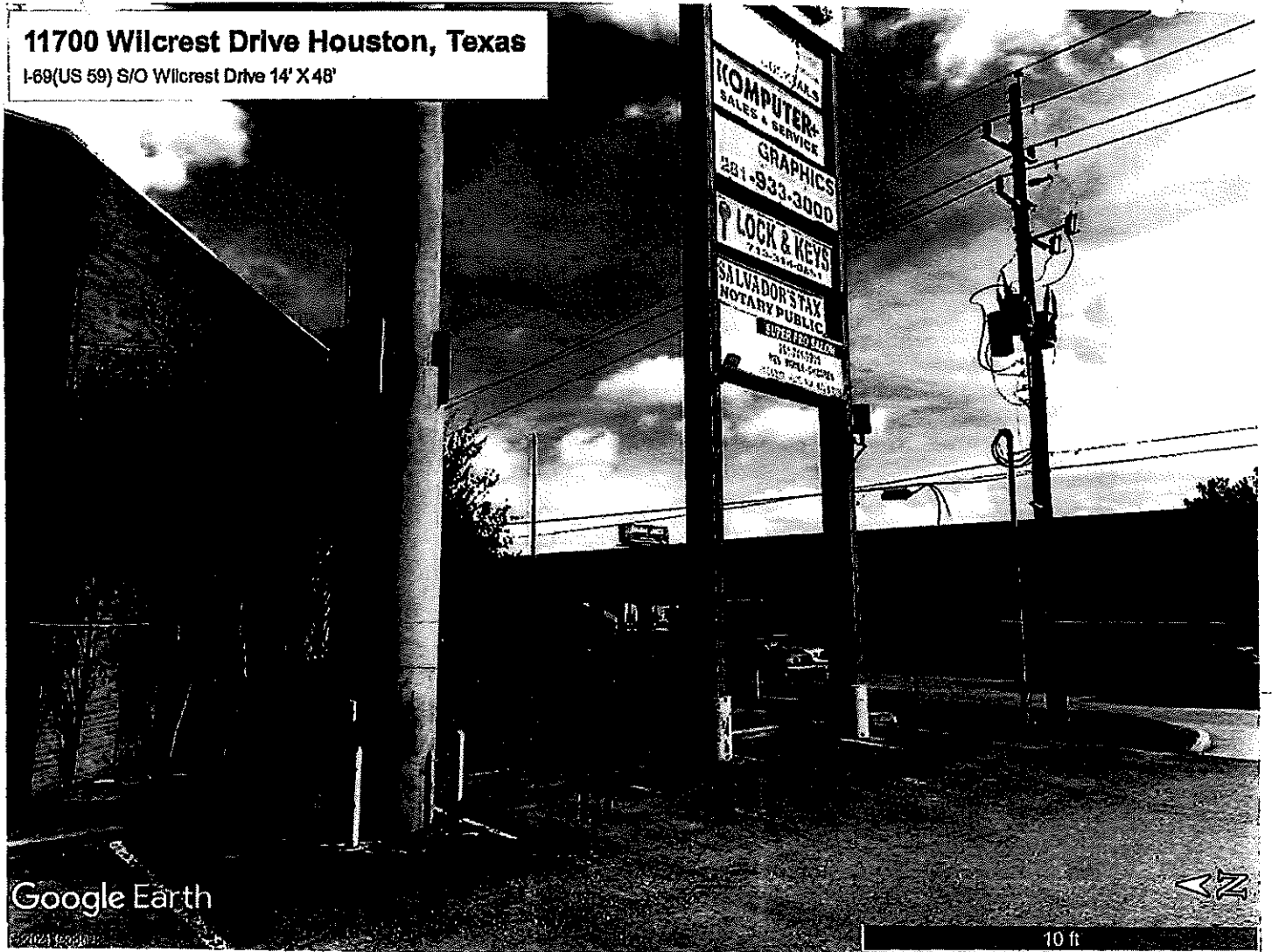


Handwritten text, possibly a name or identifier, located on the left side of the image. The text is dark and somewhat obscured by shadows and the texture of the surface.

145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164

11700 Wilcrest Drive Houston, Texas

I-69(US 59) S/O Wilcrest Drive 14' X 48'



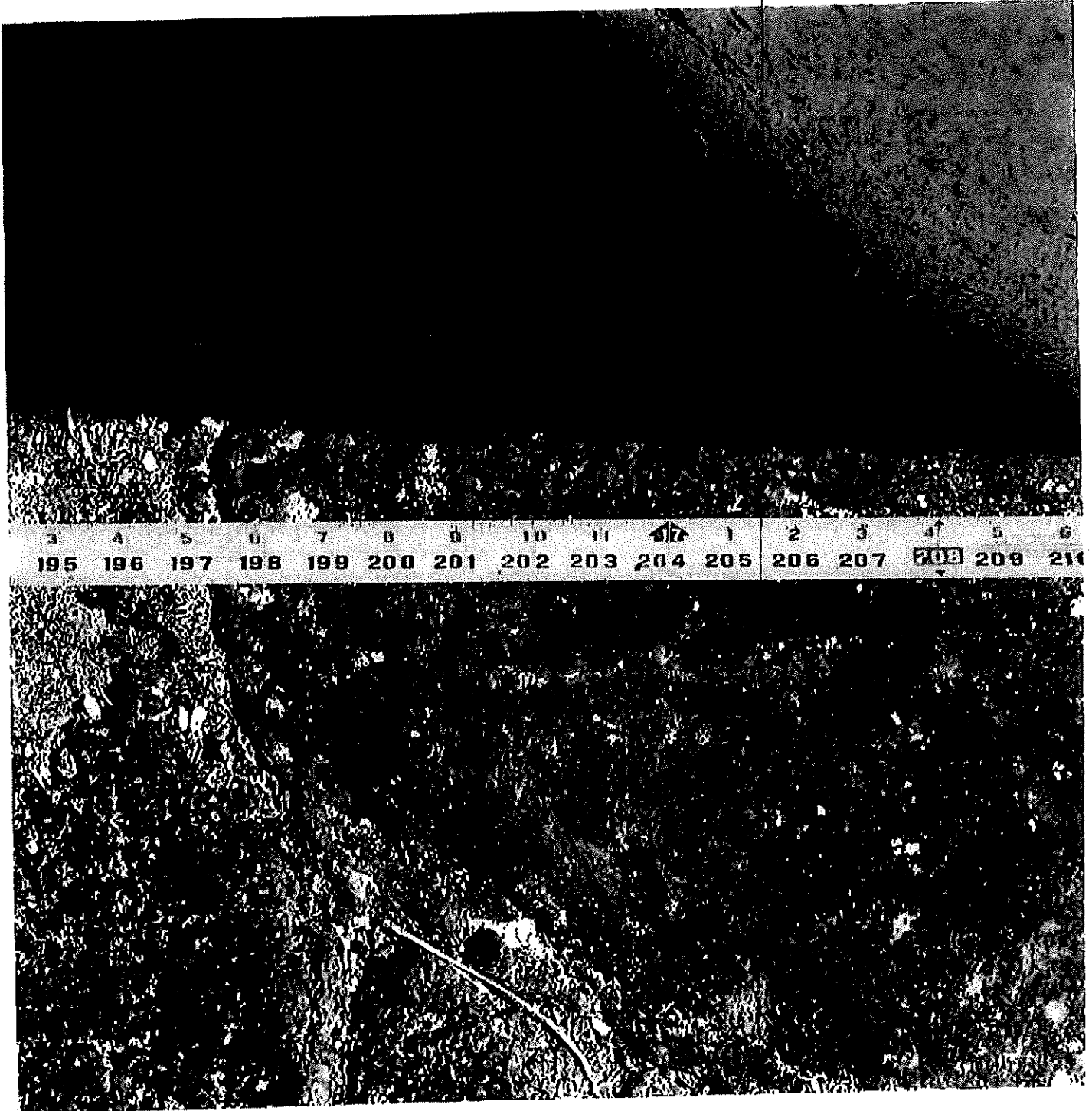
Google Earth

10 ft

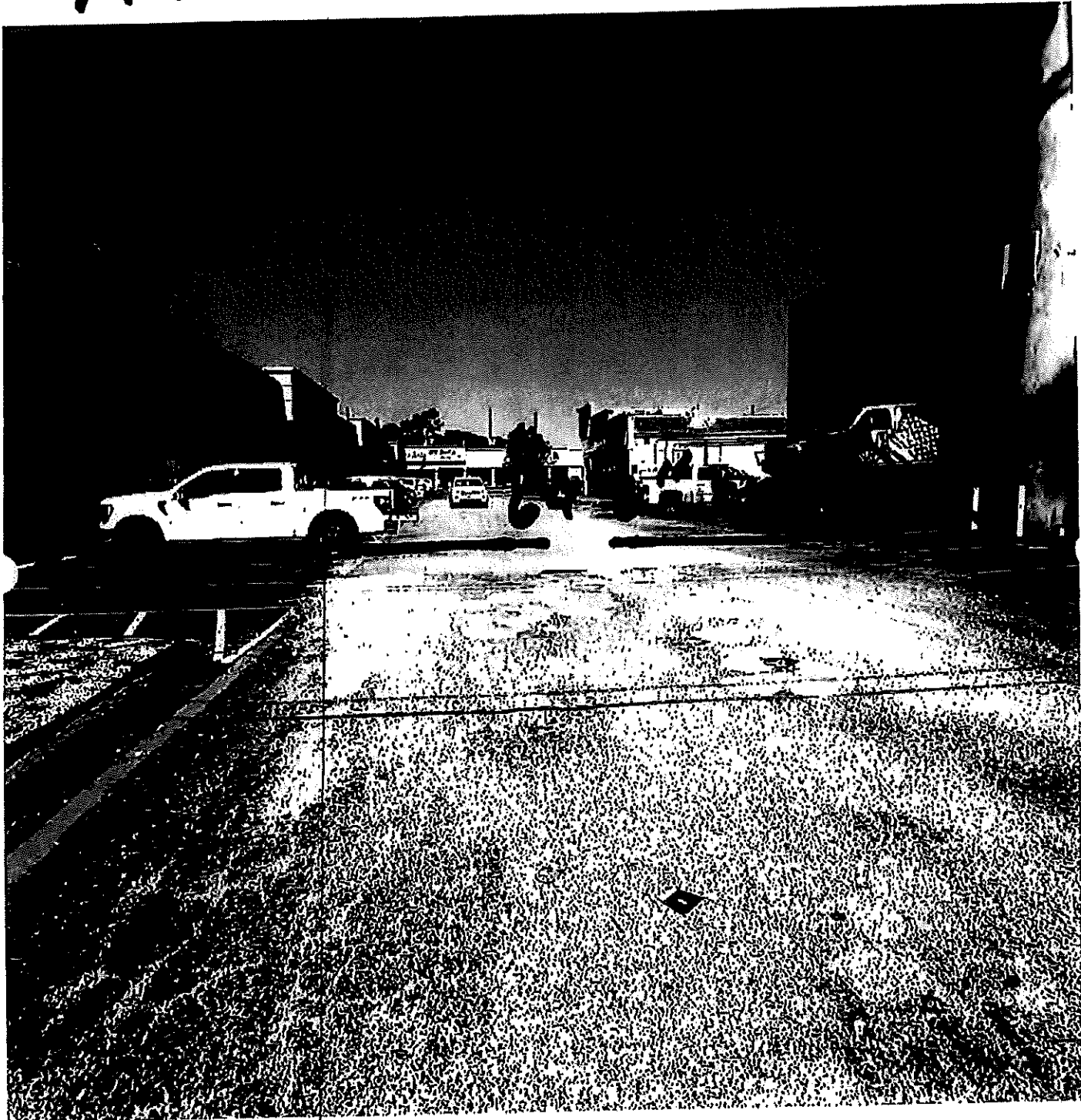
K. 2 Fixed Objects



K. 2 Fixed Objects



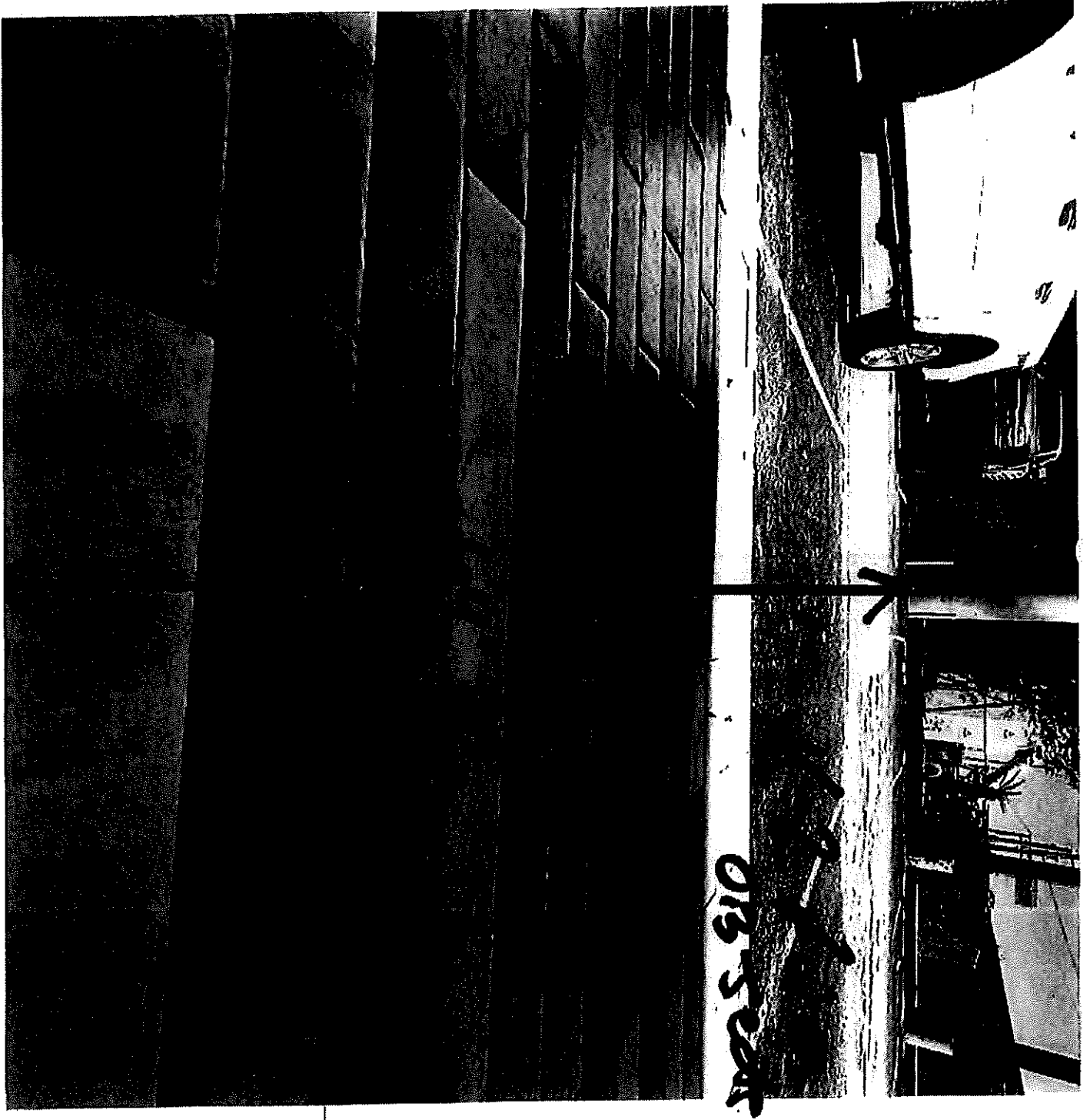
K. 2 Fixed Objects



K. 2 Fixes on Sect



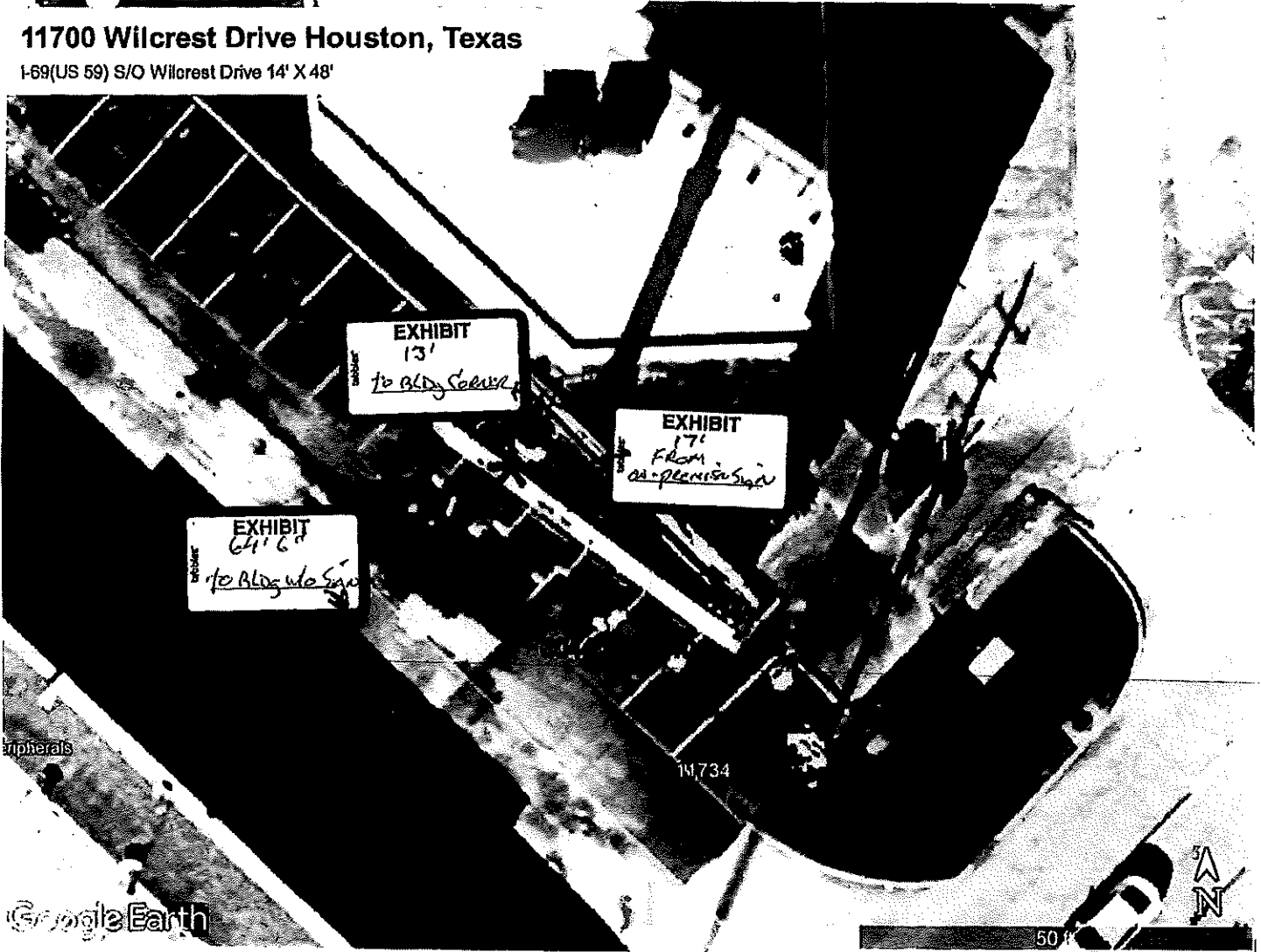
✓



013-5028

11700 Wilcrest Drive Houston, Texas

I-69(US 59) S/O Wilcrest Drive 14' X 48'



peripherals

11734

Google Earth

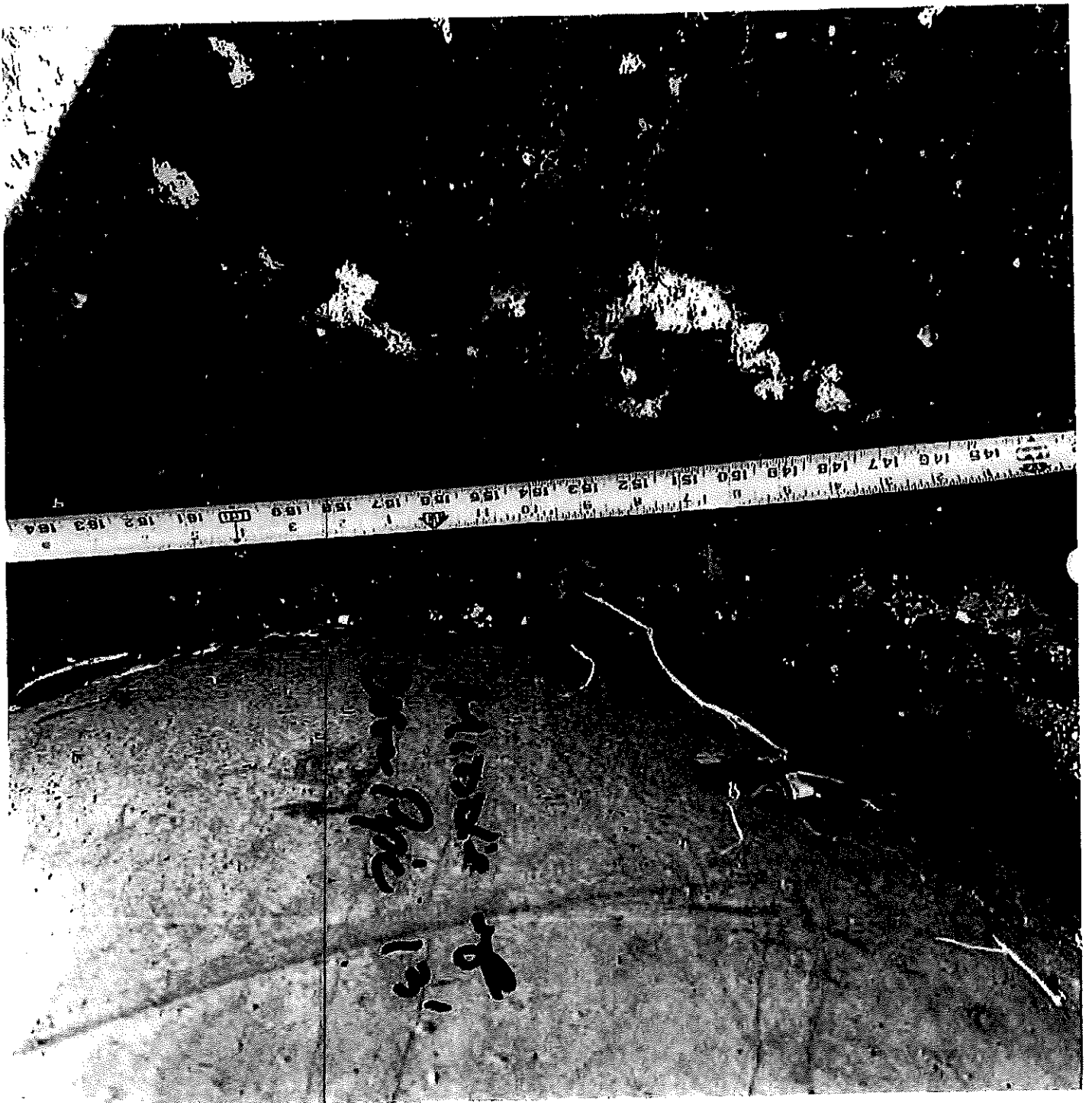
50'





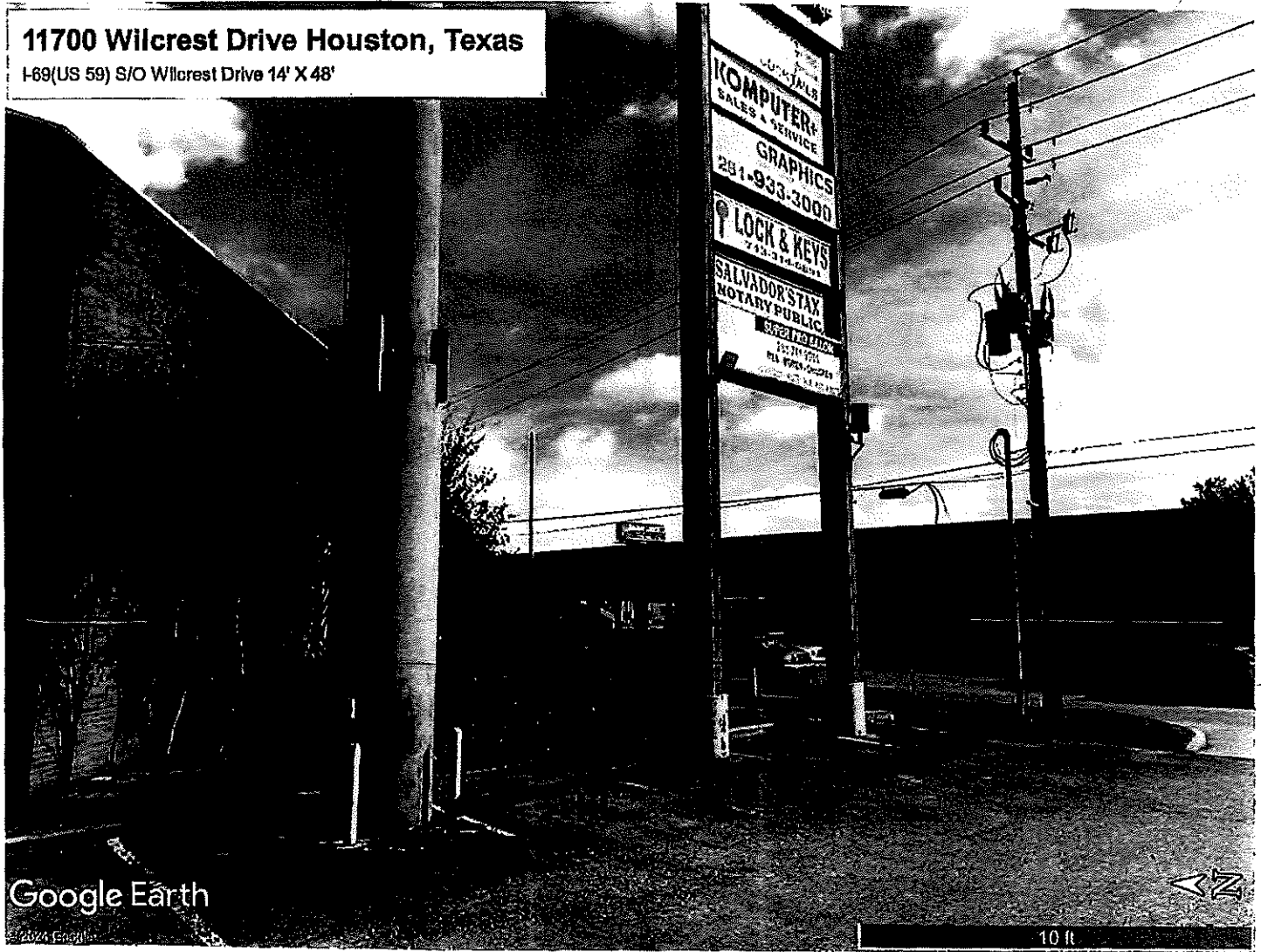
↑

↑



11700 Wilcrest Drive Houston, Texas

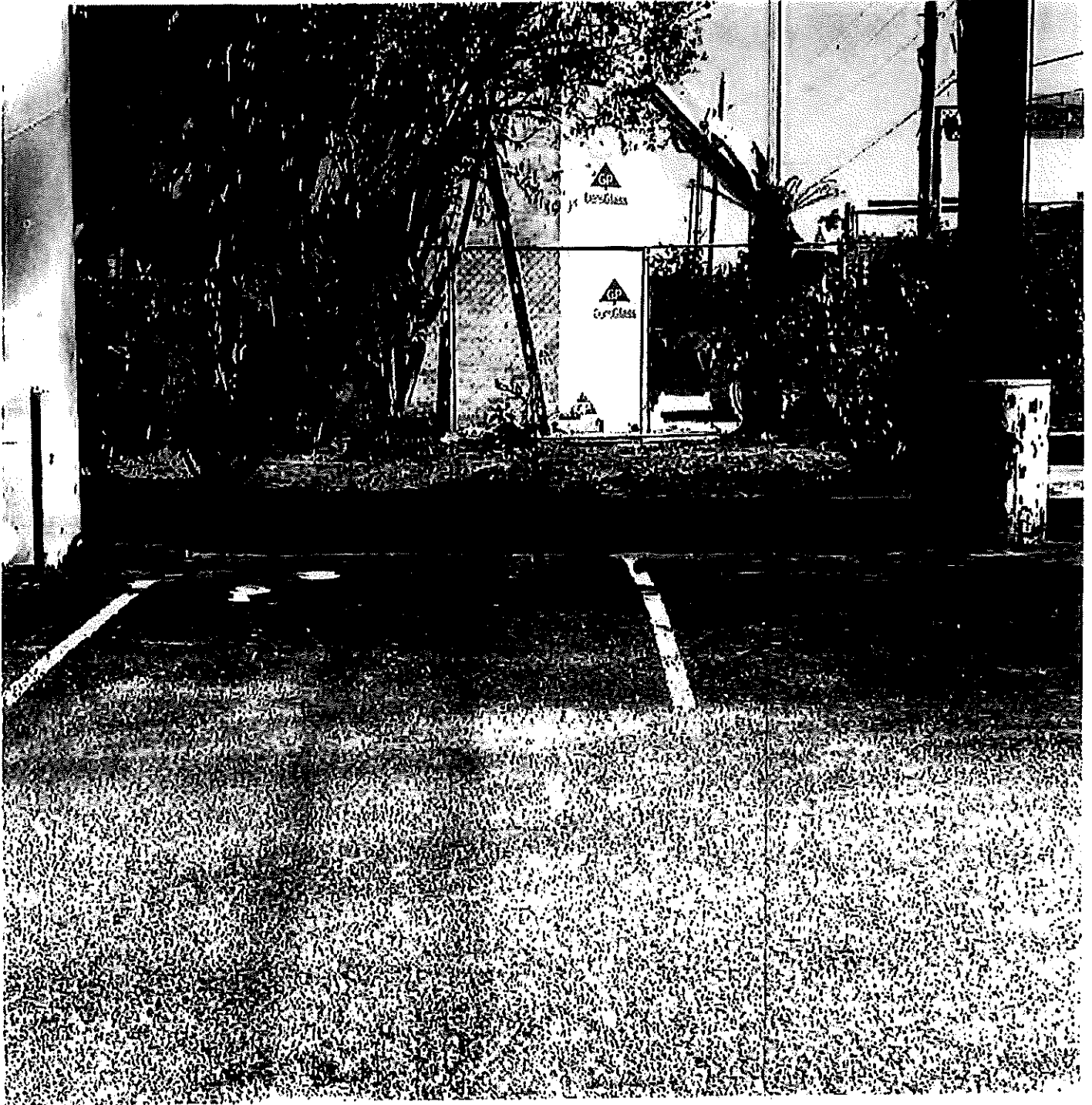
I-69(US 59) S/O Wilcrest Drive 14' X 48'



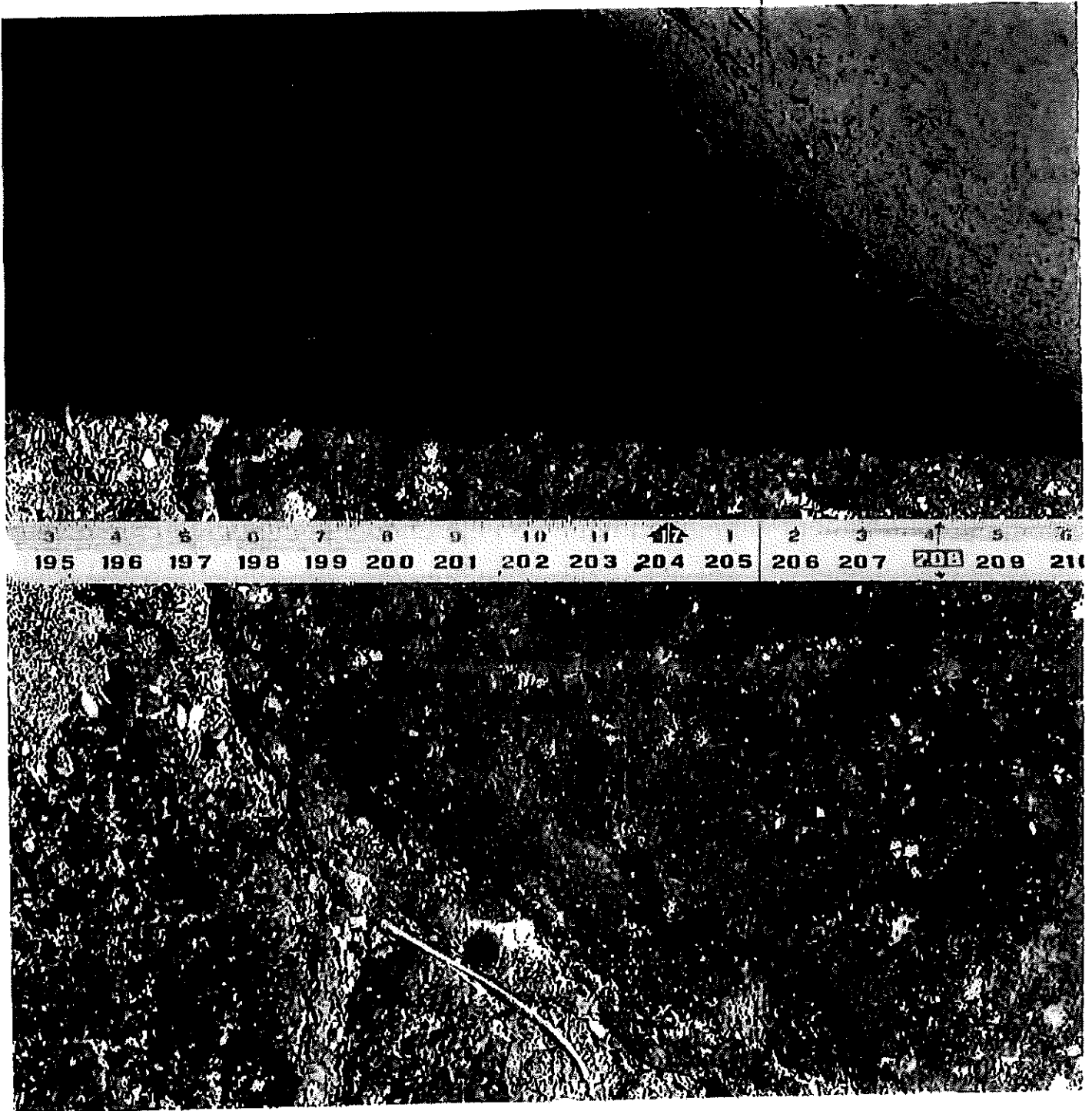
Google Earth

10 ft

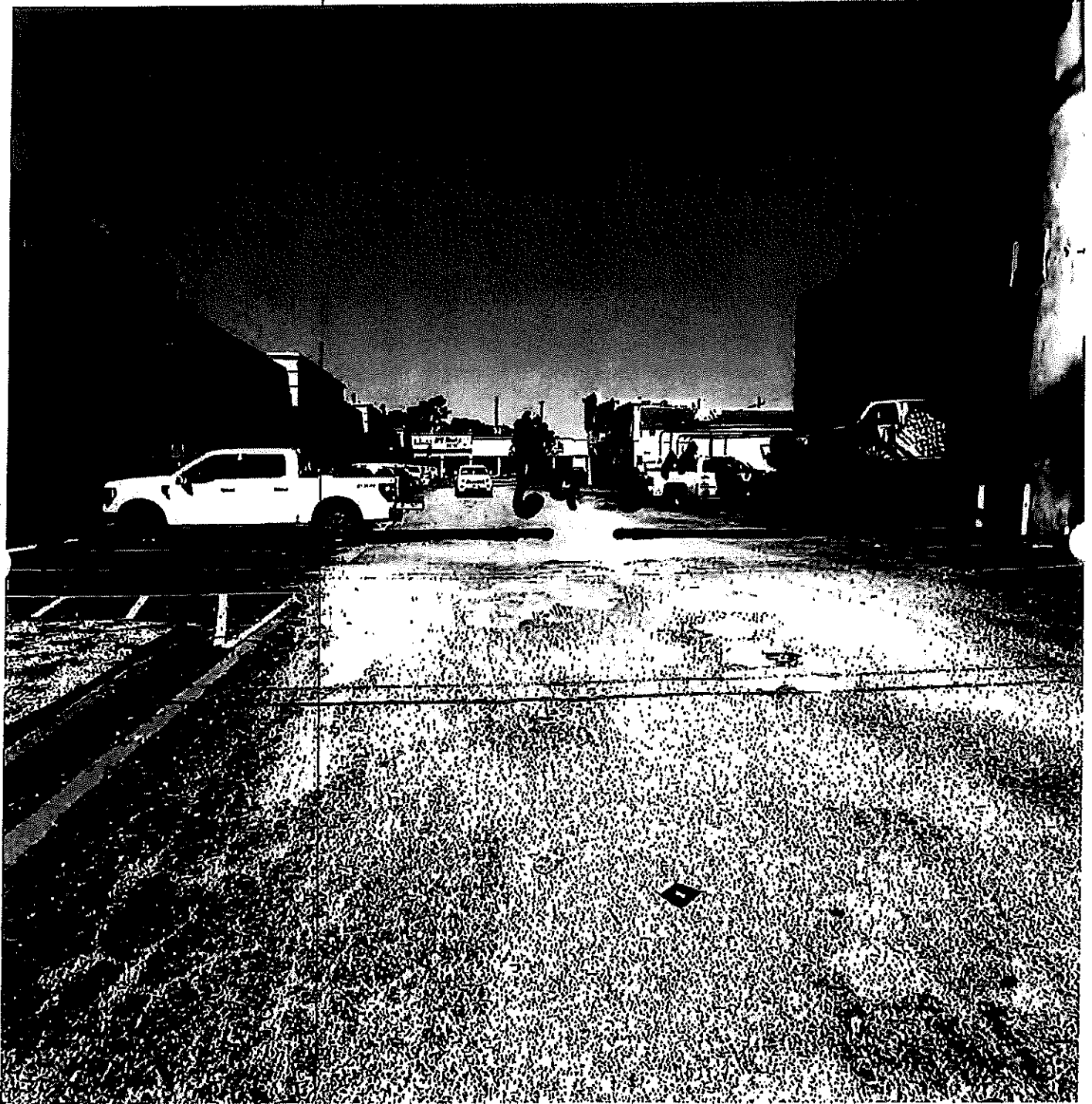
K. 2 Fixed OBSects



K. 2 Fixed Objects



K. 2 Fixed Objects



K. 2 Fixes OR Sect





01355204



L.

**Supportive Documentation for the
Proposed Height Above Grade**

CITY OF HOUSTON PUBLIC WORKS & ENGINEERING DEPARTMENT
BUILDING PERMIT CARD **POST THIS CARD ON JOB**

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL	BLDG. INSP.	754-0200	OCCUP. INSP.	754-0330
	ELECT. INSP.	754-0300	OCCUP. RECORDS	754-0354
	BOILER A/C	754-0255	PLBG. INSP.	754-0220
	MOBILE HOMES	754-0250	PLAN CHECKING	754-0400

DATE 09/26/97	RECEIPT NO. 19887911	PROJ. TYPE	PROJECT NO. 97022093
OCCUPANT SIGN AD INC.	SPRINKLERS % TYPE		
ADDRESS 11700 WILCREST DR	SPACE BILLB	TID NO.	
CITY HOUSTON	ZIP CODE 77069	COUNTY HARRIS	BLDGS UNITS STORY
APPLICANT SIGN,	LIC. NO. 00002000	PHONE 713-861-6023	
USE E1 2F 1P 48X14X80 ILLUM 10 YEAR RELOCATION BILLBOARD	APPA CHR6		

0265.26

**M U L T I P L E P E R M I T
P R O J E C T C O M M E N T S**

Date Department

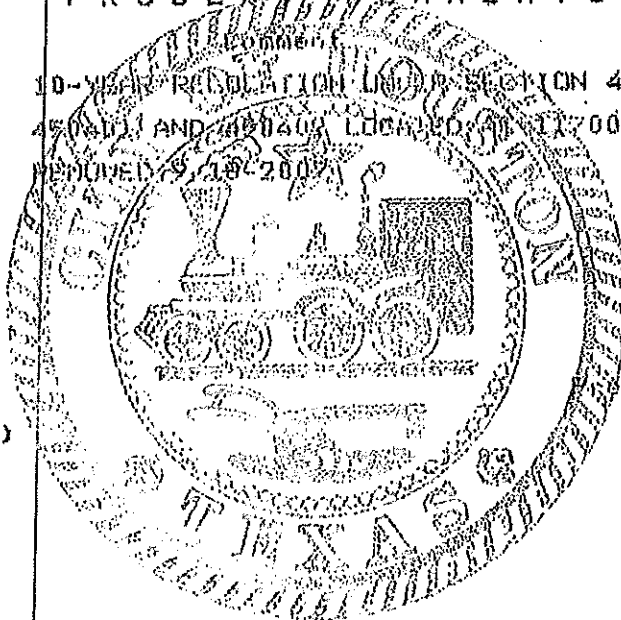
09/25/97 SIGNS
09/25/97 SIGNS
09/25/97 SIGNS
SIGN ELEC INST

10-YEAR RELOCATION UNDER SECTION 4617. OLD LOG NUMBERS
450411 AND 450409 LOCATED AT 11700 FM529. SIGN TO BE
REMOVED 9/18/2007

1 MLS/1-50 KM
SIGN CONSTRUCT

TOTAL FEE	10.00
Permit Fee	10.00
	10.00
TOTAL FEE	255.26
Permit Fee	250.26
Processing Fee	5.00
	250.26

672 OFF PREM(SQFT)



Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions. If anyone believes that this work may violate deed restrictions, call 655-0133.

INSPECTION RECORD

DATE & TIME FOOTINGS:	DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:
DATE & TIME UNDERSLAB ELECTRIC:	DATE & TIME OTHER:		
FOUR NO CONCRETE UNIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME STRUCTURAL FRAMING:	DATE & TIME PLUMBING ROUGH-IN:	DATE & TIME ELECTRICAL ROUGH-IN:	
DATE & TIME BOILER-A/C DUCT-VENTS-UNIT:	DATE & TIME GAS:	DATE & TIME OTHER:	
COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME BUILDING FINAL:	DATE & TIME ELECTRICAL FINAL:	DATE & TIME PLUMBING FINAL:	
DATE & TIME HEATING FINAL:	DATE & TIME AIR CONDITIONING FINAL:	DATE & TIME SIGNS FINAL:	
DATE & TIME SIDEWALK-D.W. FINAL:	DATE & TIME OTHER:		



M.

**Supportive Documentation for the
Residential/Commercial Percentage
Surrounding the Site**



Commercial vs. Residential

Based on Square Footage

800' in Either Direction from the Sign Structure

600' Back from Either Direction

Total Square Footage – 1,481,943

Commercial – 1,366,276 Square Feet – 92.1%

Residential – 115,667 Square Feet – 7.8%

HCAD Parcel Viewer

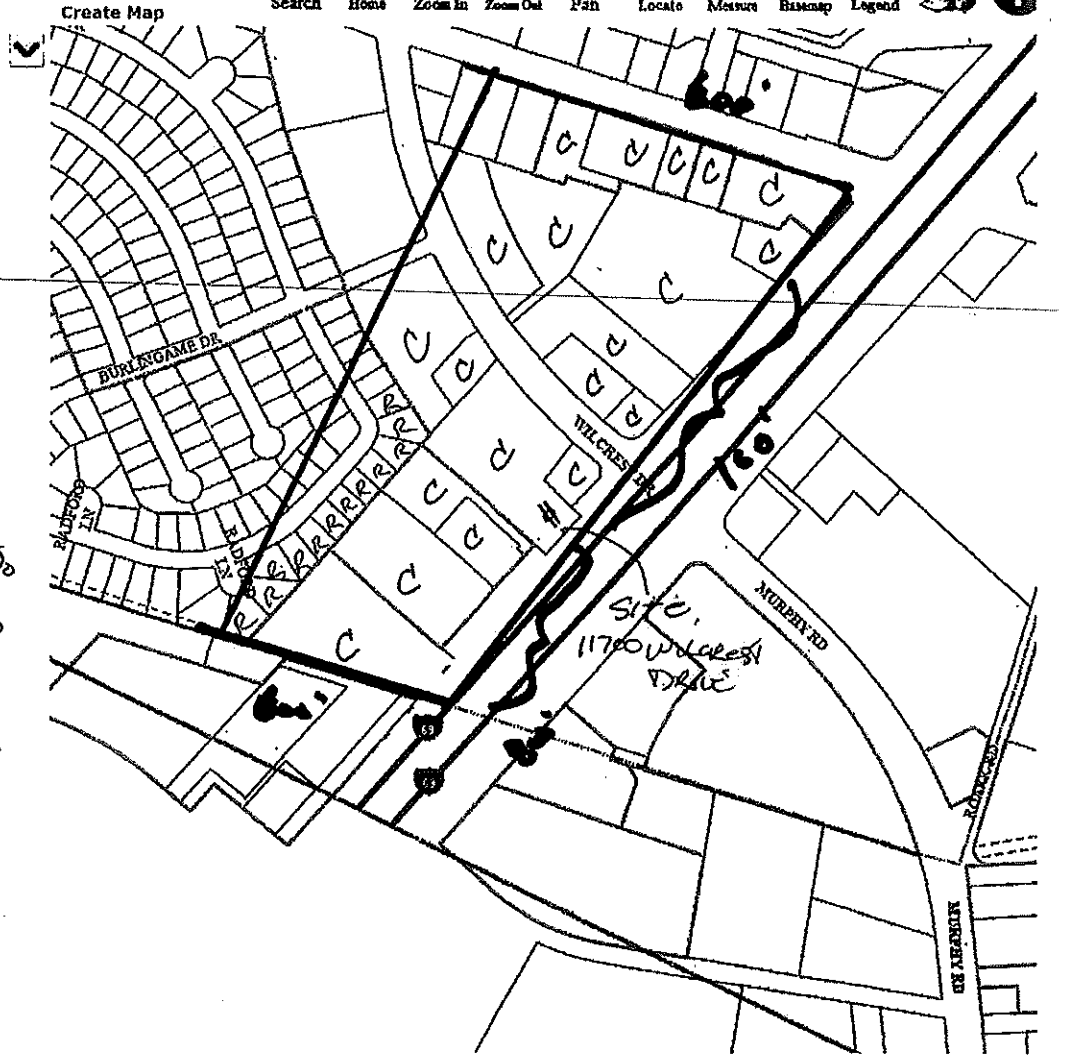
Search By: HCAD Account

Search for:

Search parcel using account number, address or owner name.

You can also interact directly click on parcels to get information.

See the Help document if you are just getting started.



Total Square
Feet

1,481,943

Commercial - 92.1%

Residential - 7.8%

800' - N+S of site

600' - Between site

SIGNAD
OUTDOOR

N.

**Supportive Documentation for the
Spacing between other Off-Premise
Signs**

Spacing - I-69 S/O 11700 Wilcrest Drive

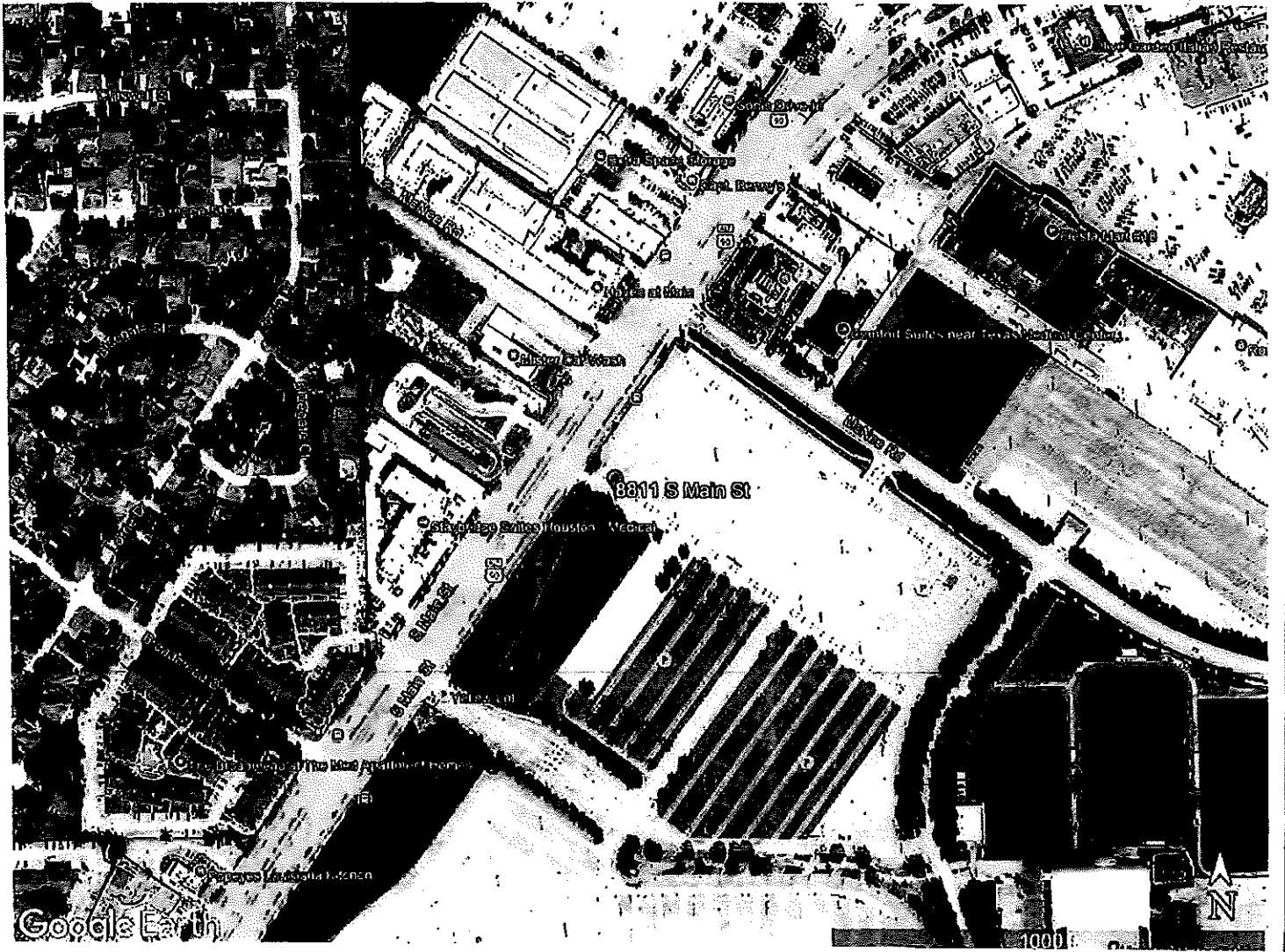
Write a description for your map.

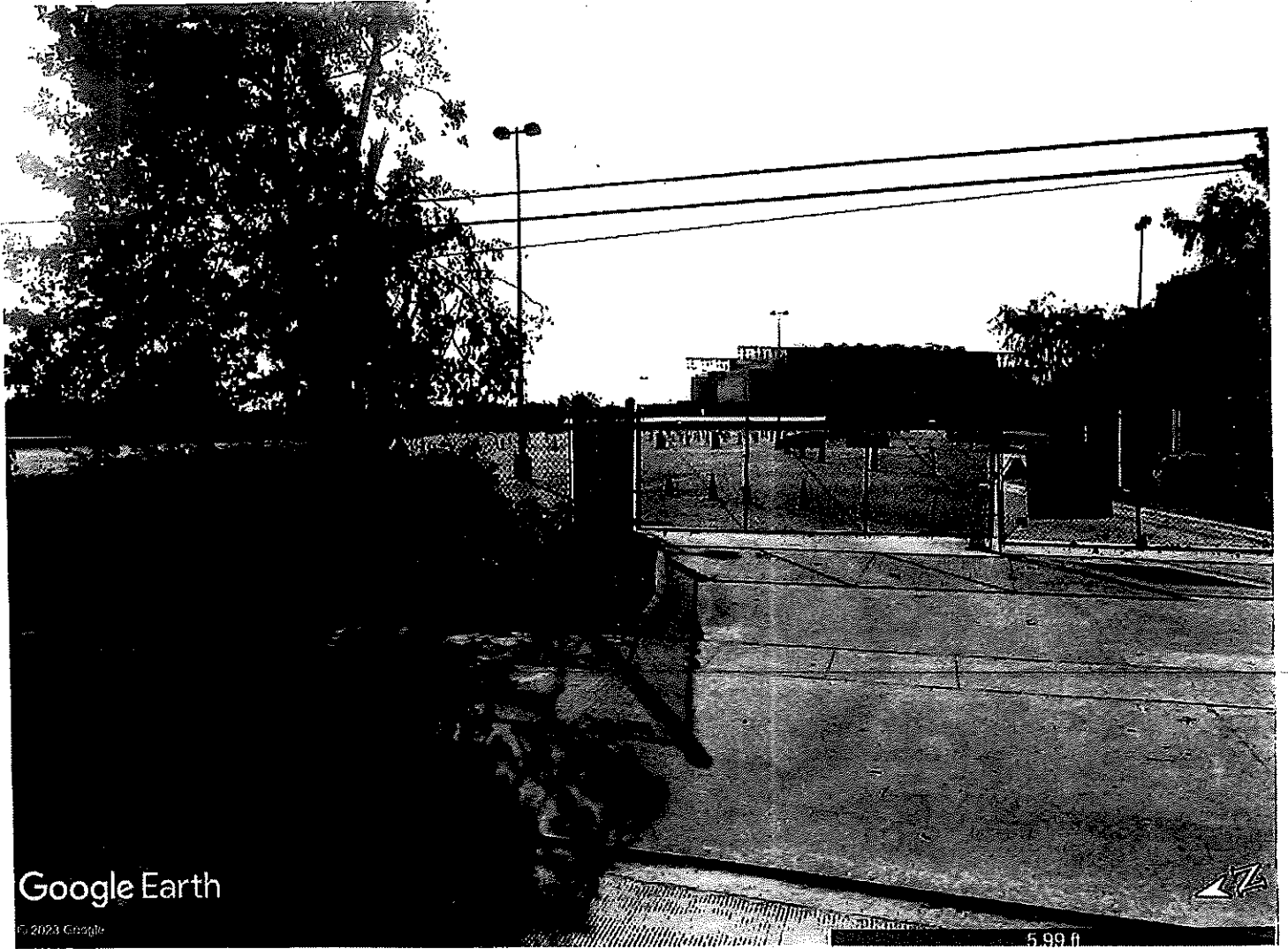


SIGNAD
OUTDOOR

O.

**Photos Depicting the Area where the
Billboard has been removed from**





Google Earth

© 2023 Google

5.99 ft







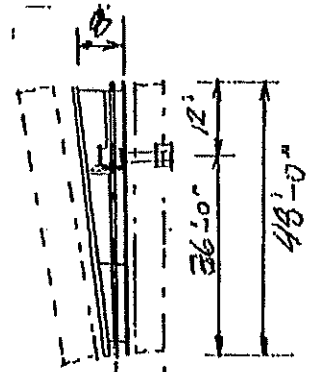
SIGNAD
OUTDOOR

P.

**Two(2) sets of Wet Stamped Engineered
Construction Drawings**

WIND CRITERIA 30 psf minimum
DESIGN SUPPORT STEEL @ BASE

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	1717000
②	25	0.7	35	600	29000
③	105	0.7	30	2200	77000
④	63	0.7	30	1300	12000
				<u>27600</u>	<u>1835,000</u>



$$S \geq \frac{M}{F_b} \geq \frac{1,835,000 \text{ #·ft} (12 \text{ in}^4)}{29,000 \text{ psi}} \geq 759 \text{ in}^3$$

USE EITHER 48" (S500 WALL) OR 42" (S625 WALL) BASE PIPE

DESIGN 2 ND STAGE STEEL	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	12012,000
②	25	0.7	35	600	26000
③	105	0.7	30	2200	38000
					<u>1,356,000</u>

$$S \geq \frac{M}{F_b} \geq \frac{1,356,000 \text{ #·ft} (12 \text{ in}^4)}{29,000 \text{ psi}} \geq 561 \text{ in}^3$$

USE EITHER 42" (S500) OR 36" (S625) MID-STAGE

DESIGN TOP STEEL	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	970,000
②	25	0.7	35	600	3000
					<u>973,000</u>

$$S \geq \frac{M}{F_b} \geq \frac{973,000 \text{ #·ft} (12 \text{ in}^4)}{29,000 \text{ psi}} \geq 196 \text{ in}^3$$

USE 30" (S500 WALL) FOR TOP STEEL

FOUNDATION DESIGN

$$d = \frac{A}{2} \left(1 + \sqrt{1 + \frac{4.36 P}{A}} \right)$$

$$= \frac{9.89}{2} \left[1 + \sqrt{1 + \frac{4.36 (27600 \text{ #})}{9.89}} \right]$$

d = 21.3

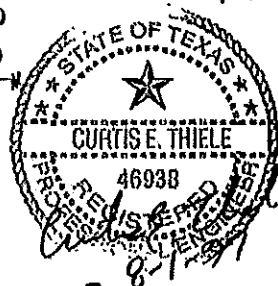
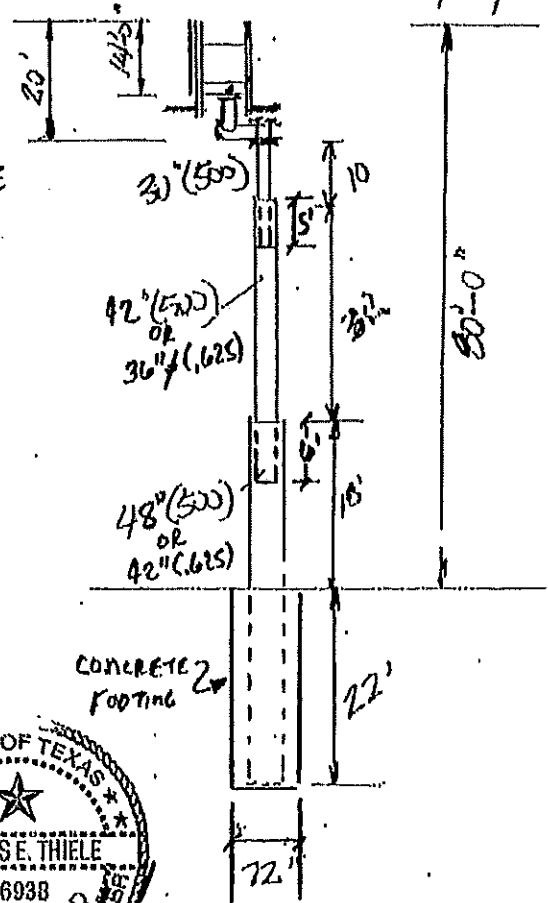
$$A = \frac{2.34 P}{S_b}$$

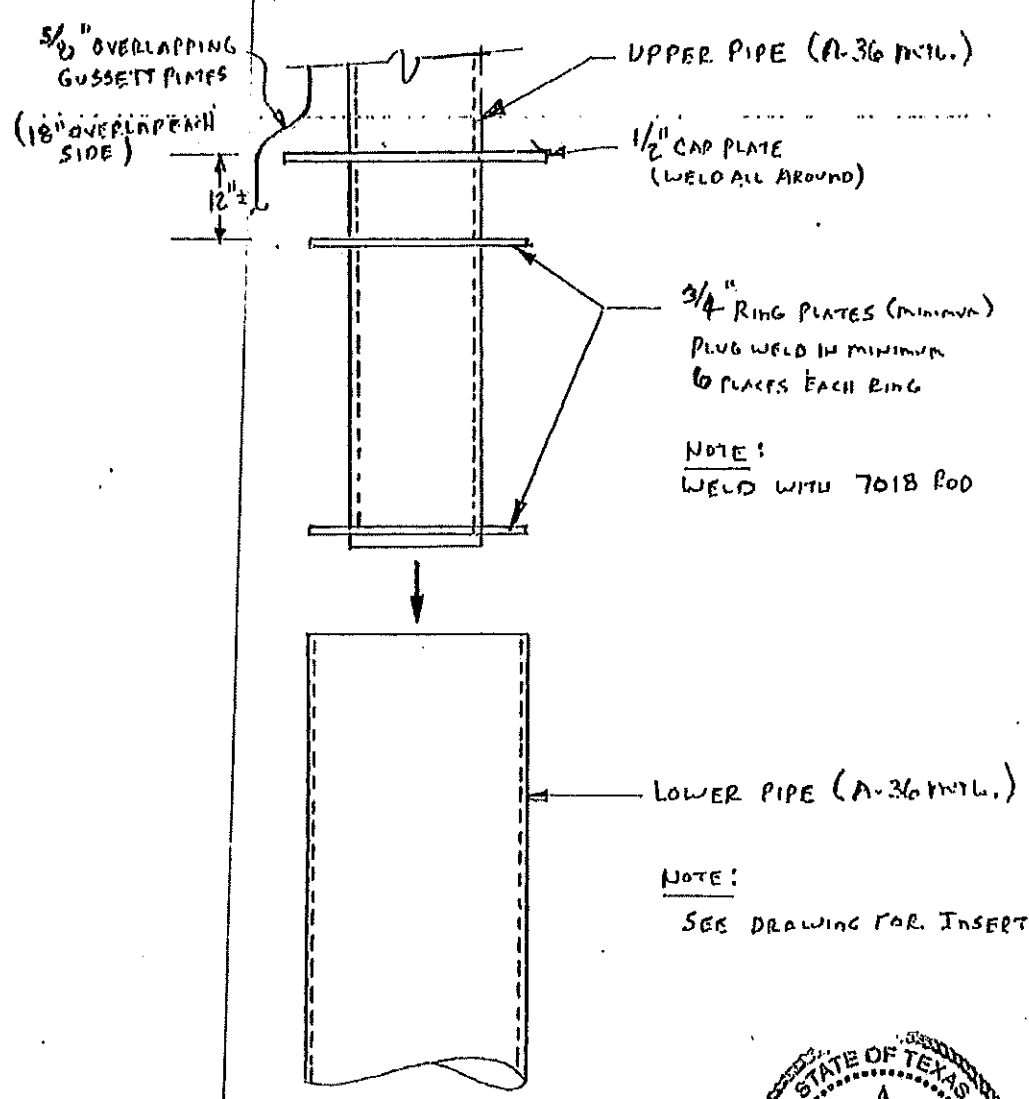
$$= \frac{2.34 (27600 \text{ #})}{2200 (6')}$$

A = 9.89

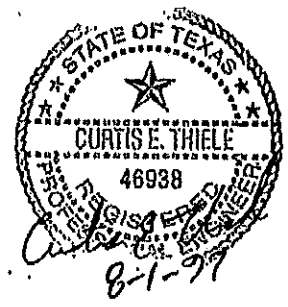
P = 27600 #
b = 72"
S_b = 2200
h = $\frac{1,835,000 \text{ #·ft}}{27600 \text{ #}} = 66'$

USE CONCRETE FOOTING 72" x 22' DEEP





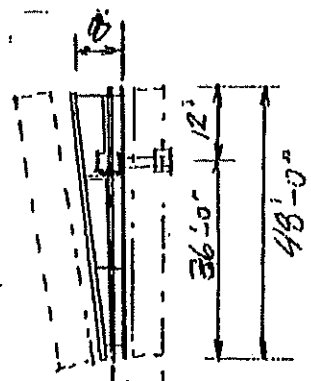
SPLICE DETAIL



WIND CRITERIA 30 psf minimum

DESIGN SUPPORT STEEL @ BASE

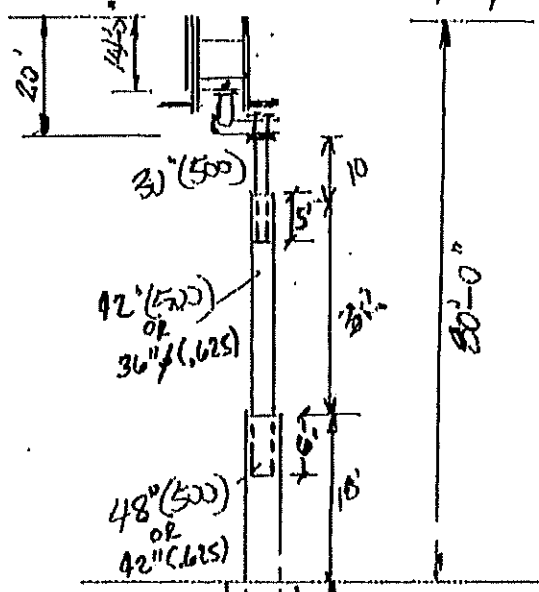
SECTION	AREA (ft ²)	SHAPE FACTOR	WIND (psf)	FORCE #	MOM #·ft
①	672	1.0	35	23500	1717000
②	25	0.7	35	600	29000
③	105	0.7	30	2200	77000
④	63	0.7	30	1300	12000
				27600	1835,000



B' OFF Sect. Dog Leg

$$S \geq \frac{M}{F_b} \geq \frac{1,835,000 \text{ #·ft} (12 \text{ in}^3)}{29,000 \text{ psi}} \geq 759 \text{ in}^3$$

USE EITHER 48" (500 WALL) OR 42" (625 WALL) BASE PIPE



$S = 876 \text{ in}^3$ $S = 828 \text{ in}^3$

DESIGN 2ND STAGE STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	WIND (psf)	FORCE #	MOM #·ft
①	672	1.0	35	23500	1292,000
②	25	0.7	35	600	26000
③	105	0.7	30	2200	38000
					1,356,000

$$S \geq \frac{M}{F_b} \geq \frac{1,356,000 \text{ #·ft} (12 \text{ in}^3)}{29,000 \text{ psi}} \geq 561 \text{ in}^3$$

USE EITHER 42" (500) OR 36" (625) MID-STEEL

$S = 668 \text{ in}^3$ $S = 603 \text{ in}^3$

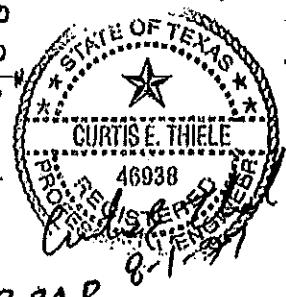
DESIGN TOP STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	WIND (psf)	FORCE #	MOM #·ft
①	672	1.0	35	23500	170,000
②	25	0.7	35	600	3000
					173,000

$$S \geq \frac{M}{F_b} \geq \frac{173,000 \text{ #·ft} (12 \text{ in}^3)}{29,000 \text{ psi}} \geq 196 \text{ in}^3$$

USE 30" (500 WALL) FOR TOP STEEL

CONCRETE FOOTING



FOUNDATION DESIGN

$$d = \frac{A}{2} \left(1 + \sqrt{1 + \frac{4.36 K}{A}} \right)$$

$$= \frac{4.89}{2} \left[1 + \sqrt{1 + \frac{4.36 (66')}{4.89}} \right]$$

$d = 21.3$

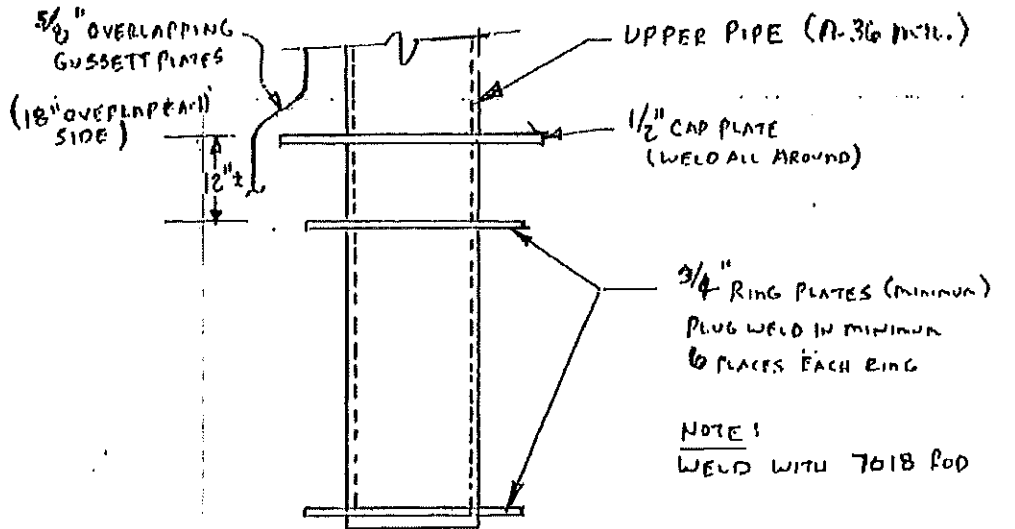
$$A = \frac{2.34 P}{S_b}$$

$$= \frac{2.34 (27600 \text{ #})}{2200 (6')}$$

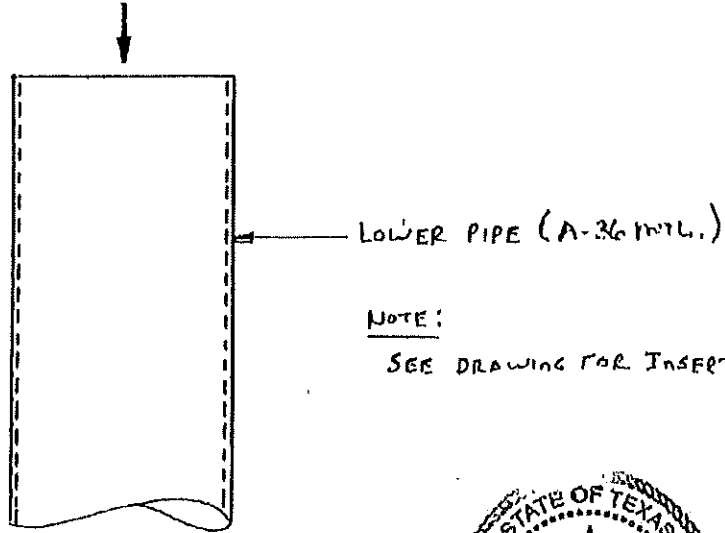
$A = 4.89$

$P = 27600 \text{ #}$
 $b = 72 \text{ in}$
 $S_b \approx 2200$
 $h = \frac{1,835,000 \text{ #·ft}}{27600 \text{ #}} = 66'$

USE CONCRETE FOOTING 72" x 22' DEEP

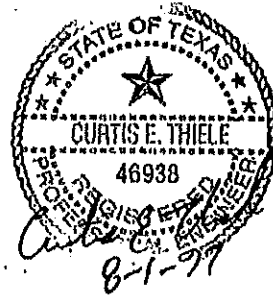


NOTE:
WELD WITH 7018 ROD



NOTE:
SEE DRAWING FOR INSERT DEPTH

SPLICE DETAIL





Q.

**Most Recent Scalable Survey Showing
all Easements and Dimensions**

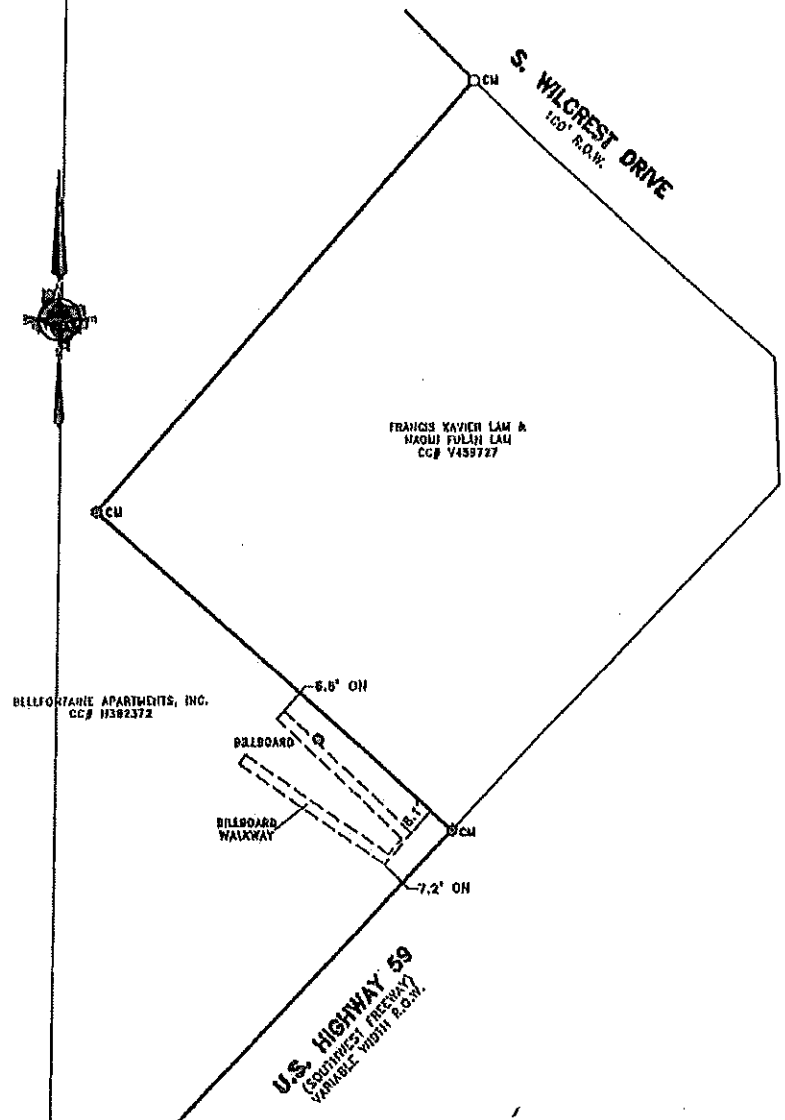


11700 S. Wilcrest Drive

Being a portion of a 3.2670 acre tract of land conveyed to Bellfortlane Apartments, Inc., by deed recorded in Clerk's File No. H382372, Deed Records, Harris County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- ⊙ 1" PINE STAKE
- ⊕ 1" FOUND/SET
- ⊗ 3/4" ROD FOUND
- ✦ POINT FOR CORNER
- TIERCE POST FOR CORNER
- CU CONTROLLING MONUMENT
- AO AIR CONDITIONER
- PE POOL EQUIPMENT
- TE TRANSFORMER
- W COLUMN
- POWER POLE
- ▲ INGROUND ELECTRIC
- △ OVERHEAD ELECTRIC
- TEL TELEPHONE PEDestal
- M BUILDING LINE
- AZ AERIAL EASEMENT
- SEB SEWERY EASEMENT
- SM GAS METER
- WM WATER METER
- LP LIGHT POLE
- UC UTILITY EASEMENT
- OH--- OVERHEAD ELECTRIC
- OE--- OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- W--- WOOD FENCE 6" WIDE TYPICAL
- R--- IRON FENCE
- M--- GALVANIZED WIRE
- D--- DOUBLE SIDED WOOD FENCE
- H--- HPI FENCE
- A--- EDGE OF ASPHALT
- D--- EDGE OF DRIVEWAY
- CONCRETE
- COVERED AREA
- GRAVEL
- STONE
- WOOD DECK



EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the cited L&O Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictions or other encumbrances.

NOTES:

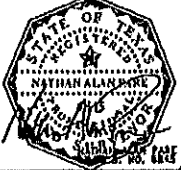
NOTE: EASEMENTS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

This survey is made in conjunction with the information provided by Signed Outdoor. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property, the plat herein is a correct and accurate representation of the property lines and dimensions as so indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Date: _____ Accepted by: _____
 Purchaser
 Purchaser

Drawn By: TO
 Scale: 1" = 30'
 Date: 10/22/2024
 Of No.: 11/A
 Job No.: 2416810

CBG
 SURVEYING TEXAS LLC
 418 Canby Plaza Dr., Ste. 210
 Houston, TX 77073
 P 214.349.0483
 F 214.349.2216
 Fm No. 10184260
 www.cbgsurvey.com



SIGNAD
OUTDOOR

R.

**Money in the A.P.A. to Cover all Permit
Costs**

SIGNAD
OUTDOOR

S.

Removal Bond

Reference Section 4617 (a) (10) a,b, or c



Effective Date: October 15th, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72683664

That we, Sign Ad, Inc.

of Houston, State of TX, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Texas, as Surety, are held and firmly bound unto the

City of Houston, State of Texas, as Obligee, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Sign Relocation

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until October 15th, 2025, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 21st day of October, 2024.

SIGN AD, INC.

Principal

WESTERN SURETY COMPANY

Principal

By Larry Kastan

Larry Kastan, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sign Relocation City of Houston

bond with bond number 72693664

for Sign Ad, Inc.

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

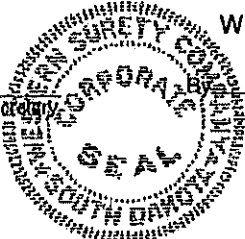
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of October, 2024.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



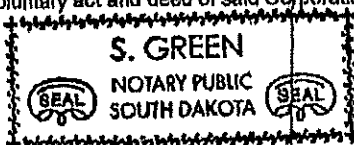
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of October, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.ensurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-605-336-0850**

Toll-free: **1-800-331-6053**

Email: uwservices@cnasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-605-336-0850**

Teléfono gratuito: **1-800-331-6053**

Correo electrónico: uwservices@cnasurety.com

Dirección postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: **1-800-252-3439**

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



T.

Ten(10) Year Agreement

Section 4617 (a) (10) a,b, or c

**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 Sign AD, LTD. (hereinafter collectively referred to as "the Sign Owner") and Dellportaine Apartments, Inc. (hereinafter collectively referred to as "the Landowner").¹

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") 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 signs 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 signs are to be altered or relocated, said tract or parcel of land being known as 11700 South Wilcrest Hwy, TX 77099, 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 special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs 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 signs as altered or relocated under the special permits.

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 sub-lease 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.

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 signs if the signs are 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 signs 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 signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, 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 signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _____ (the "Lien holder(s)"). The Lien holders 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 signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

(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 signs 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 signs and real property.

(4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.

(5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.

(6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.

(7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

(8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.

(9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.

(10) This Agreement shall be effective upon the date of its counter signature by the City Controller.

(11) 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.

(12) Upon execution and counter signature, this Agreement may be recorded in the HARRIS County Property Records by the City.

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

ATTEST:

By: [Signature]
President

SignAD, LTD
Name of Sign Company

By: Wes Gilbreath
Printed Name of President

ATTEST:

By: [Signature]
Signature of Landowner

Robert M. [Signature]
Name of Landowner
By: Robert M. [Signature]
Printed Name of Landowner

ATTEST:

By: _____
Title

Name of Lienholder

By: _____
Printed Name of Signor/Lienholder

ATTEST:

By: _____
City Secretary

By: _____
Mayor

APPROVED:

By: _____
Assistant City Attorney
City of Houston
Legal Department

COUNTERSIGNED:

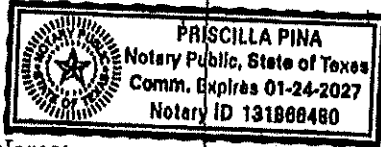
By: _____
City Controller

Date: _____

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

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

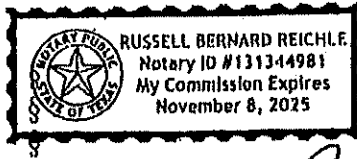
The foregoing instrument was acknowledged before me by Wes Gilbreath Jr.
on this 28 day of October, 2024.



[Signature]
Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF Harris



The foregoing instrument was acknowledged before me by Russell Bernard Reichle
on this 17 day of November, 2024.

[Signature]
Notary Public, State of Texas

Printed Name: Russell Bernard Reichle
My Commission Expires: 11/8/25

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 20_____.

Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

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

10 Year Agreement
SA Form 06-28-10

Attachment to
Agreement for Relocated Off-Premise Signs
Pursuant to the Houston Sign Code

Sign Company Name: Sign-A-Lot, LTD

Proposed Location: 11700 Wilcrest
Houston, Texas

EXHIBIT "A"
Sign Descriptions

Face Size: 14' x 48'

Height Above Grade: 80'

Number of Faces: 2

Number of Poles: 1

Material: Vinyl

Configuration: V-Shape

Illumination: Yes

EXHIBIT "B"
Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest Drive
Houston, Texas 77099

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 044104000099

Tax Year: 2024



Owner and Property Information

Owner Name & Billing Address: **BELLFONTAINE APTS INC
 % BOB MCKENZIE
 3902 W MAIN ST
 HOUSTON TX 77027-6340**

Legal Description: **TR 3U
 ABST 651 L ROARK**
 Property Address: **11700 S WILCREST DR
 HOUSTON TX 77099**

Legal Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047600
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385290
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048970
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006150
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163480
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2023		Value as of January 1, 2024	
	Market	Appraised	Market	Appraised
Land	1,424,410		1,424,410	
Improvement	1,519,357		1,577,650	
Total	2,943,767	2,943,767	3,002,060	3,002,060

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979

**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 Sign AD, LTD. (hereinafter collectively referred to as "the Sign Owner") and Dellfontaine Apartments, Inc. (hereinafter collectively referred to as "the Landowner").¹

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") 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 signs 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 signs are to be altered or relocated, said tract or parcel of land being known as 11700 South Wilcrest, Houston, TX 77099, 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 special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs 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 signs as altered or relocated under the special permits.

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 sub-lease 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.

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 signs if the signs are 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 signs 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 signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, 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 signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _____ (the "Lien holder(s)"). The Lien holders 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 signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

(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 signs 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 signs and real property.

(4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.

(5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.

(6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.

(7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

(8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.

(9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.

(10) This Agreement shall be effective upon the date of its counter signature by the City Controller.

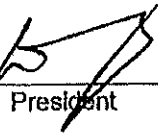
(11) Each person executing this Agreement below on behalf of any partnership, firm or corporation represents that he or she is duly authorized to execute the same as the act and deed of the said entity.

(12) Upon execution and counter signature, this Agreement may be recorded in the HARRIS County Property Records by the City.

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

ATTEST:

By:


President

Sign AD, LTD.
Name of Sign Company

By:

Wes Gilbrunth
Printed Name of President

ATTEST:

By:


Signature of Landowner

Elftor Tape Arts, Inc.
Name of Landowner
Robert McKenzie

By:

Printed Name of Landowner

ATTEST:

By:

Title

Name of Lienholder

By:

Printed Name of Signor/Lienholder

ATTEST:

By:

City Secretary

By:

Mayor

APPROVED:

By:

Assistant City Attorney
City of Houston
Legal Department

COUNTERSIGNED:

By:

City Controller

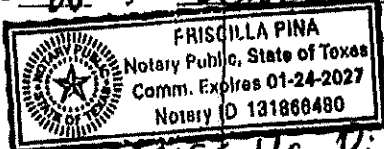
Date:

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

THE STATE OF TEXAS §

COUNTY OF Harris §

The foregoing instrument was acknowledged before me by Wes Giddreath Jr.
on this 28 day of October, 2024.



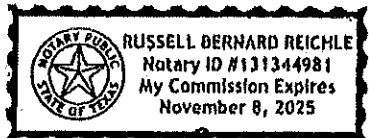
[Signature]
Notary Public, State of Texas

Printed Name: Frisilla Pina
My Commission Expires: 1-24-2027

THE STATE OF TEXAS §

COUNTY OF Harris §

The foregoing instrument was acknowledged before me by Russell Reichle
on this 13 day of November, 2024.



[Signature]
Notary Public, State of Texas

Printed Name: Russell Bernard Reichle
My Commission Expires: 11/8/25

THE STATE OF TEXAS §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 20____.

Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

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

10 Year Agreement
SA Form 06-28-10

Attachment to
Agreement for Relocated Off-Premise Signs
Pursuant to the Houston Sign Code

Sign Company Name: Sign A, LTD

Proposed Location: 11700 Wilcrest
Houston, Texas

EXHIBIT "A"
Sign Descriptions

Face Size: 14' x 48'

Height Above Grade: 80'

Number of Faces: 2

Number of Poles: 1

Material: Vinyl

Configuration: V-shaped

Illumination: Yes

EXHIBIT "B"
Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest Drive
Houston, Texas 77099

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 0441040000099

Tax Year: 2024



Owner and Property Information

Owner Name & Mailing Address: **BELFONTAINE APTS INC
 % BOB MCKENZIE
 3902 W MAIN ST
 HOUSTON TX 77027-6340**

Legal Description: **TR 3U
 ABST 651 L ROARK**

Property Address: **11700 S WILCREST DR
 HOUSTON TX 77099**

State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047600
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385290
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048970
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006150
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163480
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2023		Value as of January 1, 2024	
	Market	Appraised	Market	Appraised
Land	1,424,410		1,424,410	
Improvement	1,519,357		1,577,650	
Total	2,943,767	2,943,767	3,002,060	3,002,060

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979

**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 Slaw AD, LTD. (hereinafter collectively referred to as "the Sign Owner") and Dell Fortaine Appurtenances, Inc. (hereinafter collectively referred to as "the Landowner").¹

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") 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 signs 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 signs are to be altered or relocated, said tract or parcel of land being known as 11700 South Wilcrest Houston, TX 77099, 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 special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs 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 signs as altered or relocated under the special permits.

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 sub-lease 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.

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 signs if the signs are 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 signs 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 signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, 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 signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _____ (the "Lien holder(s)"). The Lien holders 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 signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

(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 signs 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 signs and real property.

(4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.

(5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.

(6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.

(7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

(8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.

(9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.

(10) This Agreement shall be effective upon the date of its counter signature by the City Controller.

(11) 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.

(12) Upon execution and counter signature, this Agreement may be recorded in the HARRIS County Property Records by the City.

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

ATTEST:

By: _____

President

ATTEST:

By: _____

Signature of Landowner

ATTEST:

By: _____

Title

ATTEST:

By: _____

City Secretary

APPROVED:

By: _____

Assistant City Attorney
City of Houston
Legal Department

Sign AD LTD
Name of Sign Company

By: Wes Gilbrath
Printed Name of President

Beethoven Ave. Apts. No. 2
Name of Landowner

By: Robert McKenzie
Printed Name of Landowner

Name of Lienholder

By: _____
Printed Name of Signor/Lienholder

By: _____
Mayor

COUNTERSIGNED:

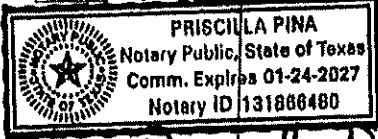
By: _____
City Controller

Date: _____

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

THE STATE OF TEXAS §
COUNTY OF Harris §

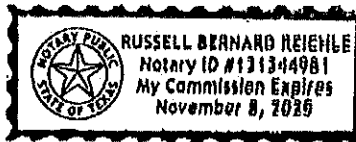
The foregoing instrument was acknowledged before me by Wes Gilbreath Jr.
on this 28 day of October, 2021.



[Signature]
Notary Public, State of Texas

Printed Name: Priscilla Pina
My Commission Expires: 1-24-2027

THE STATE OF TEXAS §
COUNTY OF Harris §



The foregoing instrument was acknowledged before me by Robert McKezie
on this 17 day of November, 2021.

[Signature]
Notary Public, State of Texas

Printed Name: Russell Bernard Reihle
My Commission Expires: 11/8/25

THE STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 20____.

Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

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

10 Year Agreement
SA Form 06-28-10

Attachment to
Agreement for Relocated Off-Premise Signs
Pursuant to the Houston Sign Code

Sign Company Name: Sign A, LTD

Proposed Location: 11700 Wilcrest
Houston, Texas

EXHIBIT "A"
Sign Descriptions

Face Size: 14' x 48'

Height Above Grade: 80'

Number of Faces: 2

Number of Poles: 1

Material: Vinyl

Configuration: V-shaped

Illumination: Yes

EXHIBIT "B"
Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest Drive
Houston, Texas 77099

**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 Sign AD, LTD. (hereinafter collectively referred to as "the Sign Owner") and Dellfontaine Apartments, Inc. (hereinafter collectively referred to as "the Landowner").¹

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") 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 signs 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 signs are to be altered or relocated, said tract or parcel of land being known as 11700 South Wilcrest Houston, TX 77099, 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

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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 sub-lease 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.

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 signs if the signs are 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 signs 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 signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, 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 signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _____ (the "Lien holder(s)"). The Lien holders 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 signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

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(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.

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(3) This Agreement shall constitute a covenant running with the ownership of the signs 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 signs and real property.

(4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.

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(9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.

(10) This Agreement shall be effective upon the date of its counter signature by the City Controller.

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(12) Upon execution and counter signature, this Agreement may be recorded in the HARRIS County Property Records by the City.

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

ATTEST:

By: [Signature]
President

Sign AD, LTD.
Name of Sign Company

By: Wes Bithorn
Printed Name of President

ATTEST:

By: [Signature]
Signature of Landowner

Bellfontaine Apts. Inc.
Name of Landowner

By: _____
Printed Name of Landowner

ATTEST:

By: _____
Title

Name of Lienholder

By: _____
Printed Name of Signor/Lienholder

ATTEST:

By: _____
City Secretary

By: _____
Mayor

APPROVED:

By: _____
Assistant City Attorney
City of Houston
Legal Department

COUNTERSIGNED:

By: _____
City Controller

Date: _____

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

10 Year Agreement
SA Form 06-28-10

Attachment to
Agreement for Relocated Off-Premise Signs
Pursuant to the Houston Sign Code

Sign Company Name: Sign A, LTD

Proposed Location: 11700 Wilcrest
Houston, Texas

EXHIBIT "A"
Sign Descriptions

Face Size: 14' x 48'

Height Above Grade: 80'

Number of Faces: 2

Number of Poles: 1

Material: Vinyl

Configuration: V-shaped

Illumination: Yes

EXHIBIT "B"
Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest Drive
Houston, Texas 77099

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 044104000099

Tax Year: 2024



Owner and Property Information

Owner Name & Billing Address:	BELFONTAINE APTS INC % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340	Legal Description:	TR 3U ABST 651 L ROARK
		Property Address:	11700 S WILCREST DR HOUSTON TX 77099

State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047600
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385290
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048970
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006150
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163480
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2023				Value as of January 1, 2024			
	Market	Appraised		Market	Appraised		
Land	1,424,410		Land	1,424,410			
Improvement	1,519,357		Improvement	1,577,650			
Total	2,943,767	2,943,767	Total	3,002,060			3,002,060

Land

Market Value Land

Jne	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
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Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brck / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height		14
Store Front: Metal		1
Interior Finish Percent		100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979

ROTHFELDER  FALICK L.L.P.

CHRISTOPHER W. ROTHFELDER
crothfelder@rothfelderfalick.com

ATTORNEYS AT LAW
1517 HEIGHTS BLVD.
HOUSTON, TEXAS 77008

TELEPHONE: 713-220-2288
FACSIMILE: 713-658-8211
WWW.ROTHFELDERFALICK.COM

December 2, 2024

City of Houston
Office of the Building Official
1002 Washington Avenue, 4th Floor
Houston, Texas 77002
Attn: Sandra Meza

*Via Messenger Delivery
and Email: Sandra.meza@houstontx.gov
SignAdministration@houstontx.gov*

**RE: Appeal of SignAd, Ltd. Regarding Off-Premise Sign Located at 11700
Wilcrest Dr.; Our File No. 1011-317.**

Dear Ms. Meza:

The law firm of Rothfelder & Falick, L.L.P. represents SignAd, Ltd. ("SignAd"). As such, the November 18, 2024 Rejection Letter from David Conde to SignAd, as well as Mr. Conde's transmittal email, copies of which are enclosed with this letter, have been referred to us for handling and this response. Pursuant to Section 4604(e)(1) of the Houston Sign Code, please consider this SignAd's timely appeal of the Rejection Letter and the statement in Mr. Conde's email that "the sign must be **removed immediately** to bring it into compliance with the Sign Code." The foregoing correspondence misconstrue or wrongly interpret Chapter 46, including, but not limited to Section 4617, of the City of Houston Building Code. SignAd maintains that the Sign Administration wrongly denied SignAd's Application, that Sign is not required to remove the sign located at 11700 Wilcrest Dr., and that the City has failed to properly adhere to and apply the provisions of Chapter 46. SignAd will supplement its response and appeal, as necessary, pending the results of its internal investigation. Please contact me if you have any comments or questions. Thank you for your cooperation and assistance in this matter.

Very truly yours,

/s/ Christopher W. Rothfelder
Christopher W. Rothfelder

CWR:mr
Enclosures

EXHIBIT

1



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77262-2688
T: 832-394-8890
www.houstontx.gov

November 18, 2024

SignAd Outdoor Advertising
1010 North Loop
Houston, TX 77009

This is an official Rejection Letter for your packet submission for a 10-year relocation for the billboard structure located at: 11700 Wilcrest Dr. – Project Number: 17119577.

At this time the City of Houston cannot allow a billboard relocation at this property due to required specifications from the Sign Code not being met. The Sign Code requirement not met is the spacing requirement from another billboard structure as indicated in the Sign Code as follows:

Section 4617 (8)(b):

b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

If you have any additional questions, please feel free to contact our office at 832-394-8890.

Respectfully,

DAVID CONDE

Senior Inspector | Sign Administration
City of Houston | Houston Permitting Center
T: 832.394.8890 | 832.394.9087

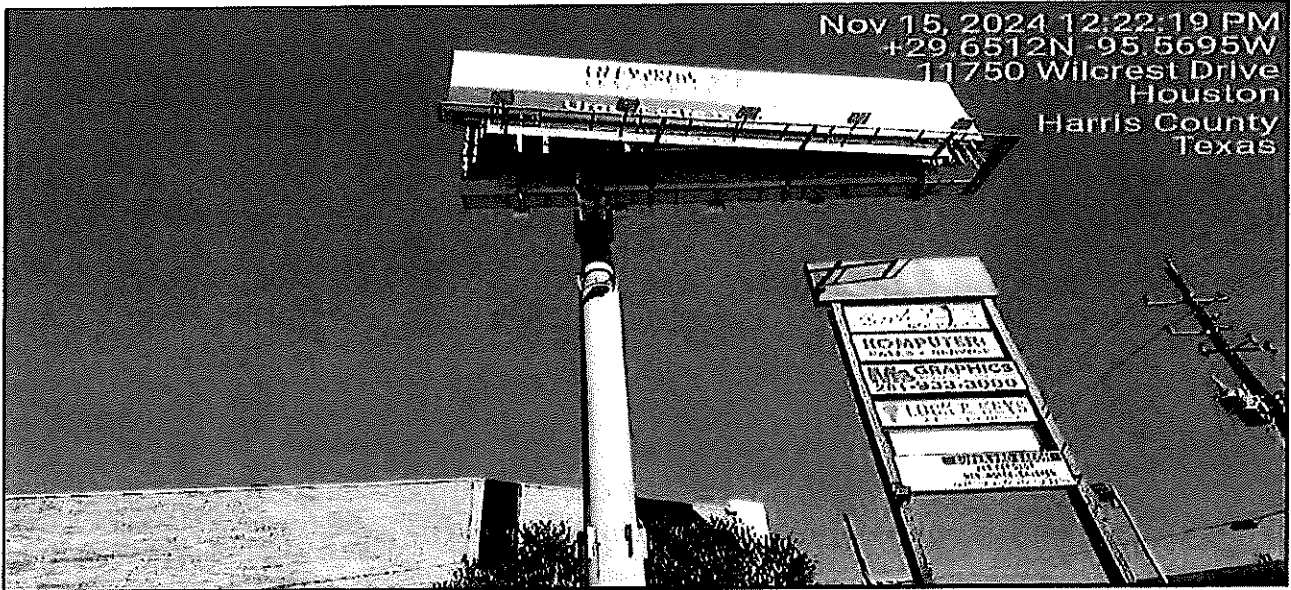


SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD _____ PROJECT NUMBER: 17119577 DATE: 11/15/2024
SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS
LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -95.5692
DISTANCE FROM NEXT OFF-PREMISE PERMITTED SIGN: 570' DISTANCE FROM THE CURB: 167' LOCATED/VIEWED FROM SCENIC AREA: NO
DISTANCE FROM A COMMERCIAL OR INDUSTRIAL ACTIVITY: 64' DISTANCE FROM POWER LINES: 6'

*HIGH VOLTAGE POWER LINE CLEARANCE: 0-760V (INSULATED) MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ
*NATIONAL ELECTRIC CODE: 15-50KV (OPEN COND) MINIMUM 10 FEET HORIZONTAL AND 10 FEET VERTICAL CLEARANCE 10'-0 HORIZ 10'-0 HORIZ
COMMUNICATION CABLE LINES MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ



LOCATE OF BILLBOARD STRUCTURE: S/L 30' W/O SOUTHWEST FWY

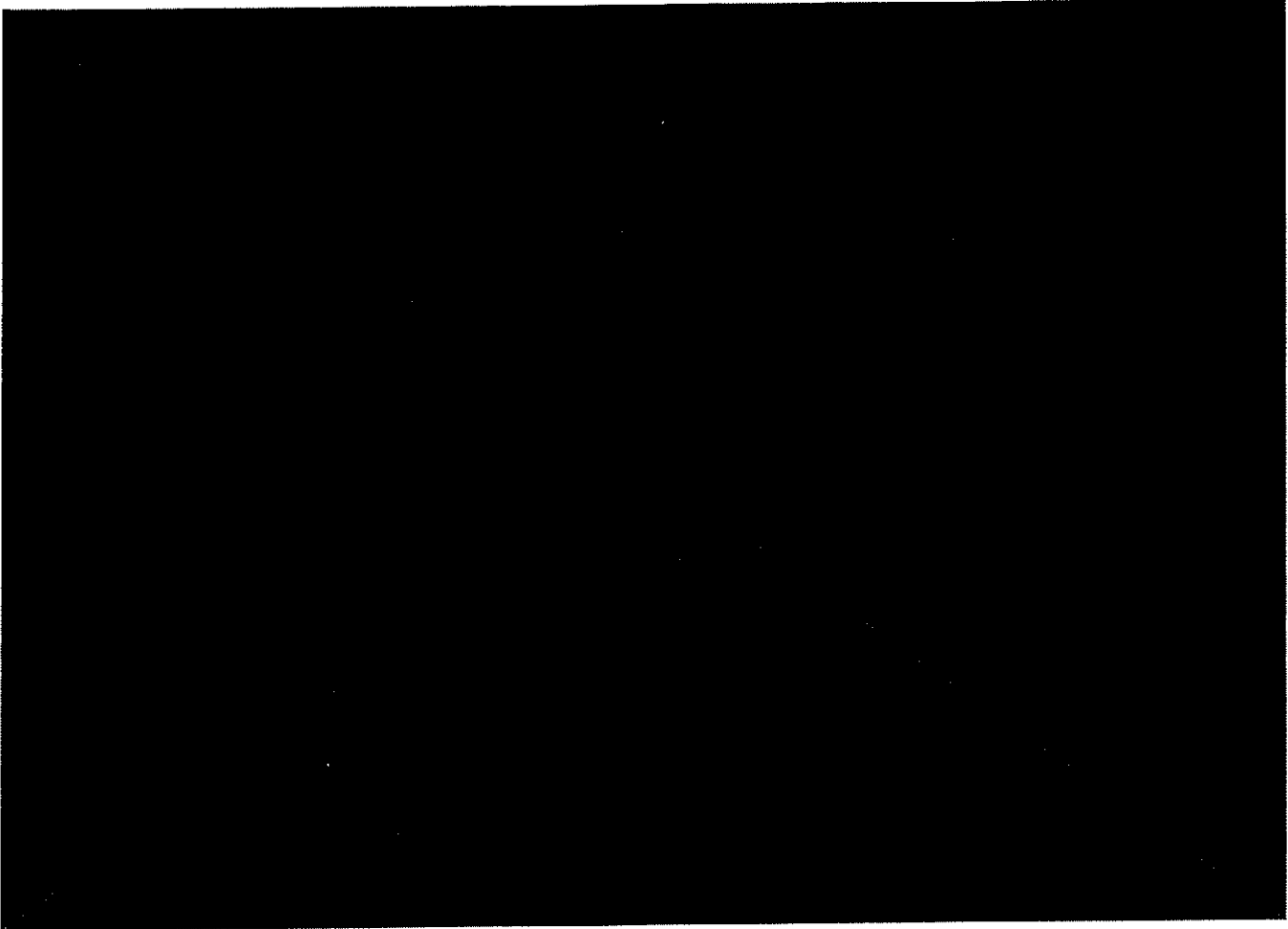
SITE INSPECTION APPROVED: NO BILLBOARD LOCATED ON N.H.S.: YES

SITE INSPECTION COMMENTS: SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'.

IF SITE INSPECTION CANNOT BE APPROVED, WHO WAS NOTIFIED OF THE REJECTION?

NAME: RUSTY REICHL DATE: 11/15/2024 TIME: 1:10 PM

SITE INSPECTOR: J.GALVAN DATE: 11/15/2024



From: Conde, David - HPW [<mailto:David.Conde@houstontx.gov>]
Sent: Monday, November 18, 2024 2:40 PM
To: Rusty Reichle <rusty@signad.com>; Priscilla Pifia <r.e.coord@signad.com>
Cc: Benitez, Misael - HPC-HPW <Misael.Benitez@houstontx.gov>; Estrada, Albert - HPC-HPW <Albert.Estrada@houstontx.gov>
Subject: Rejection of 10-Year Relocation Packet – Violation of Sign Code at 11700 Wilcrest Drive - Immediate Removal Required
Importance: High

Dear SignAd Outdoor Advertising,

I hope this message finds you well. I am writing to inform you that the 10-year relocation packet you submitted on 11/14/2024 to the City of Houston has been rejected due to non-compliance with the required specifications outlined in the Houston Sign Code.

Sign Code Requirement Not Met

The primary issue with the relocation packet is a failure to meet the spacing requirements set forth in **Section 4617 (8)(b)** of the Houston Sign Code, which states:
"For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must:

SECTION 4017 (A)(4)C OR (4)D, THE SIGN MUST:

- (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway, or nonfreeway primary highway and is within or without the city limits; or
- (ii) comply with the then-current criteria for location and spacing set by the state regulations, whichever is more restrictive."

As the relocated permit for **11700 Wilcrest Drive** does not meet these spacing requirements, the packet has been rejected.

Unpermitted Sign

Additionally, please be advised that the billboard at **11700 Wilcrest Drive** has been in violation of the Sign Code as an **unpermitted sign** since **September 18, 2024**, due to its existing permit being expired on that same date. As a result, the sign must be **removed immediately** to bring it into compliance with the Sign Code.

Documentation

For your reference, I have attached the following documents to this email:

- A copy of the **rejected Site Inspection form**.
- The **official rejection letter** for your proposed relocation packet.

If you have any further questions or need additional clarification, please feel free to contact our office at **832-394-8890**. We appreciate your prompt attention to this matter and look forward to your cooperation.

Respectfully,

DAVID CONDE

Senior Inspector I **Sign Administration**
City of Houston | Houston Permitting Center
D: 832.394.9087 | M: 832.647.4979



Unless expressly stated otherwise, the information contained in this e-mail and any attachments is confidential and may be privileged. It is intended for the sole use of the addressee(s). Access to this e-mail and its attachments (if any) by anyone else is unauthorized. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any dissemination, distribution or copying of the contents of this e-mail is strictly prohibited and any action taken (or not taken) in reliance on it is unauthorized and may be unlawful. If you have received this e-mail in error, please inform the sender immediately and delete it from your computer.



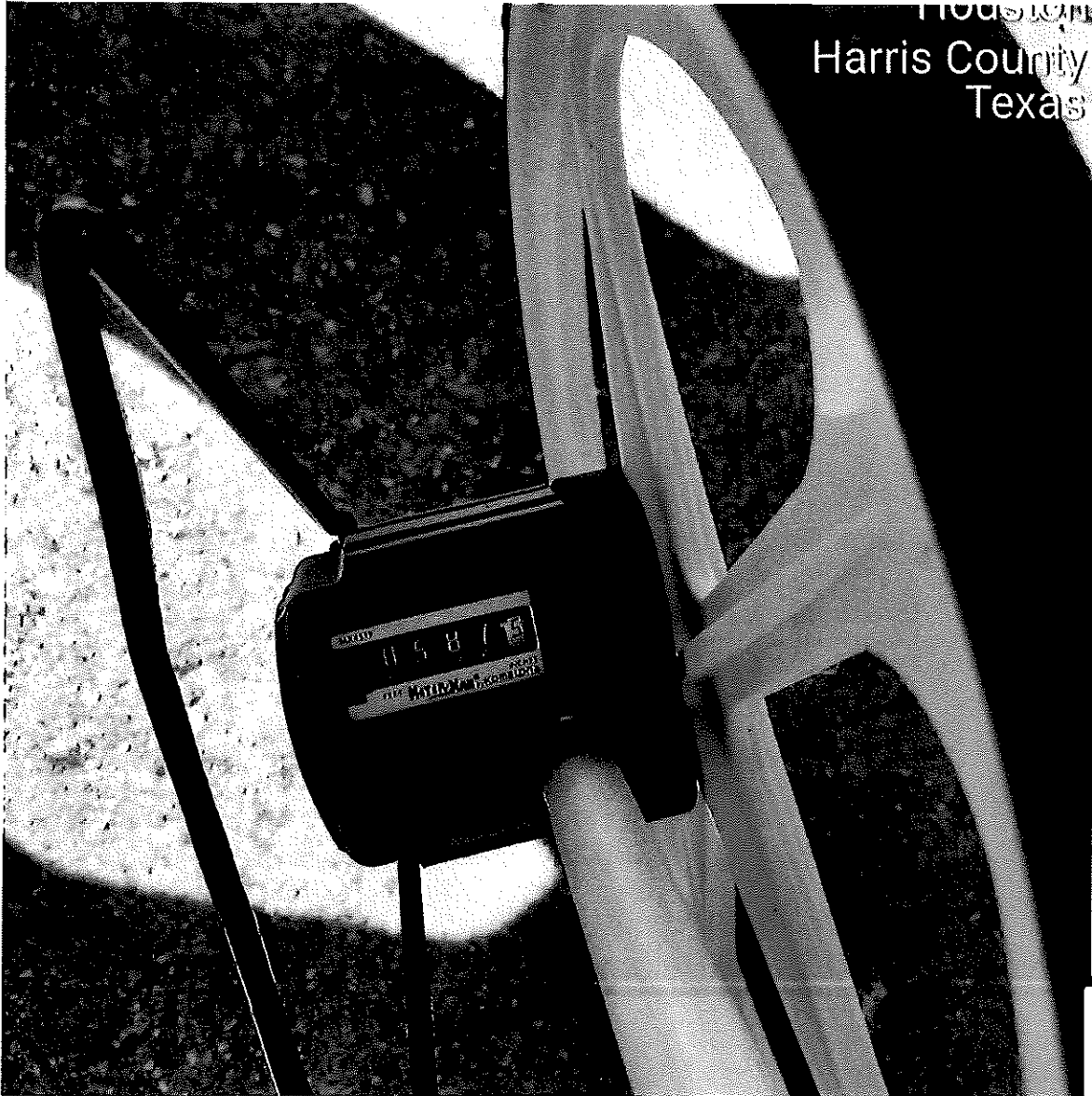
SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD: _____ PROJECT NUMBER: 17119577 DATE: 11/15/2024
SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS

LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -95.5892

Houston
Harris County
Texas



EXHIBIT

2

PROCESSED BY
Harris County
Texas



EXHIBIT
3



SIGN ADMINISTRATION OFF-PREMISE SITE INSPECTION FORM



SIGN COMPANY: _____ SIGN AD _____ PROJECT NUMBER: 17119577 DATE: 11/15/2024

SIGN ADDRESS: 11700 WILCREST DR ZIP CODE: 77099 CITY LIMITS / ETJ: CITY LIMITS

LATITUDE COORDINATES: 29.6512 LONGITUDE COORDINATES: -95.5692

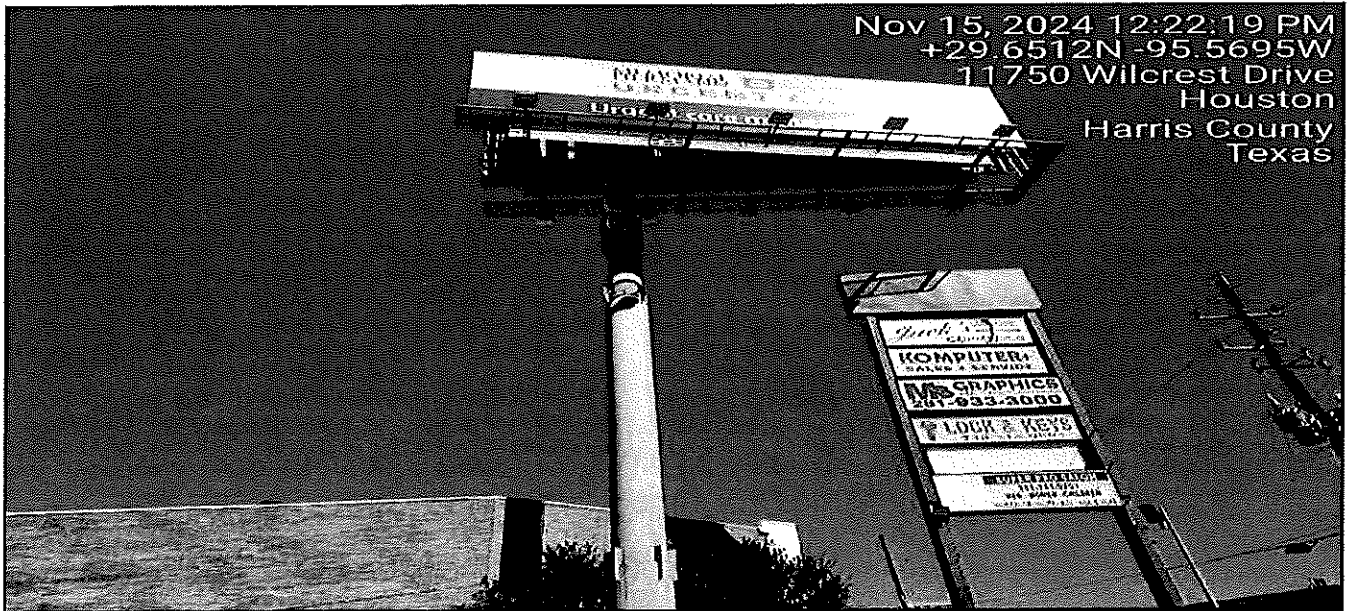
DISTANCE FROM NEXT OFF-PREMISE PERMITTED SIGN: 570' DISTANCE FROM THE CURB: 167' LOCATED/VIEWED FROM SCENIC AREA: NO

DISTANCE FROM A COMMERCIAL OR INDUSTRIAL ACTIVITY: 64' DISTANCE FROM POWER LINES: 6'

^HIGH VOLTAGE POWER LINE CLEARANCE: 0-750V (INSULATED) MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ

^NATIONAL ELECTRIC CODE: 15-50KV (OPEN COND) MINIMUM 10 FEET HORIZONTAL AND 10 FEET VERTICAL CLEARANCE 10'-0 HORIZ 10'-0 HORIZ

COMMUNICATION CABLE LINES MINIMUM 3 FEET HORIZONTAL CLEARANCE 3'-0 HORIZ 10'-0 HORIZ



LOCATE OF BILLBOARD STRUCTURE: S/L 30' W/O SOUTHWEST FWY

SITE INSPECTION APPROVED: NO

BILLBOARD LOCATED ON N.H.S.: YES

SITE INSPECTION COMMENTS: SITE REJECTED. DISTANCE FROM OTHER OFF-PREMISE SIGNS DID NOT MEET REQUIRED REGULATION OF 1500'. DISTANCE FROM EDGE OF STRUCTURE TO POWER LINES WERE LESS THAN REQUIRED SPECIFICATION OF 10', MEASURED AT 6'.

IF SITE INSPECTION CANNOT BE APPROVED, WHO WAS NOTIFIED OF THE REJECTION?

NAME: RUSTY REICHL

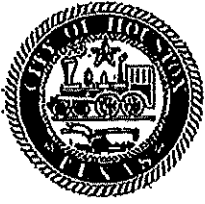
DATE: 11/15/2024

TIME: 1:10 PM

SITE INSPECTOR: J.GALVAN

DATE: 11/15/2024

EXHIBIT
4



CH.46 – Section 4617

Special Permit RELO Checklist (CITY)

Sign Company: SIGNA LTD.
Sign Location: 169 (US 59) S/O 11700 WILCREST DRIVE
Project Number(s):
Date Received: 11/14/24

Note: Please label the documents with the corresponding letter below so that each sheet can be located easily. This will help make the review process more efficient. Two (2) copies of all plans and documents must be provided.

Required Documents:

- A. Clarification/Cover Letter (Letter providing the reason why the work is to be done)
- B. Scope of Work (Description of work to be done to Billboard)
- C. Original Permit Application (for Site Inspection) by Sign Company
- D. Original Permit Application (for Construction Permit) by Contractor
- E. Original Electrical Permit Application (If Applicable)
- F. The "30 Day Notice to Vacate" Letter
- G. Copies of the Executed Lease Agreement
- H. Affidavit from the sign company stating the reason why the sign cannot be relocated according to the properties set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)
**Note: I or J will be determined by this affidavit.*
- I. Original copies of the C.O.H. Sign Owner Waiver (Reference Section 4617(a) (6))
- J. Original copies of the C.O.H. Landowner Waiver (Reference Section 4617(a) (5))
- K. Two (2) sets of the Site/Plot Plan depicting location of Billboard on the property and dimensions from two (2) fixed objects
- L. Supportive documentation for the proposed height above grade (Overall Maximum Height)
- M. Supportive documentation for the Residential/Commercial Percentage surrounding the site (Please provide the numerical percentage value) (Reference Section 4612(c) (2))
- N. Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b))
- O. Photos depicting the area where the Billboard has been removed from
- P. Two (2) sets of wet stamped Engineered Construction Drawings
- Q. Most recent scalable survey showing all easements and dimensions (Done with the benefit of a Title Report)
- R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 billboard structure)
- S. Removal Bond (Reference Section 4617 (a) (10) a, b or c)
- T. 10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties involved)

Other requirements may be imposed as circumstances dictate.

EXHIBIT

5



A.

Clarification/Cover Letter

SIGNAD OUTDOOR

September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign – 13092649 – 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign #60440 – I-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

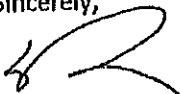
Enclosed you will find a one(1) Warehouse Inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 – I-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at rusty@signad.com).

Sincerely,



Russell(Rusty) Reichle

Real Estate



B.

Scope of Work



Date: September 16, 2024
Job Location: 11700 Wilcrest Drive
Companies Sign: 11700 Wilcrest Drive
Contractor: SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 – 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

**Original Permit Application by SignAd
Outdoor - Contractor**

1002 WASHINGTON AVE. - 4TH FLOOR - HOUSTON, TX 77002 PHONE: 832.394.8890 MONDAY - FRIDAY: 8:00 a.m. - 5:00 p.m.

This is an Off - Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas. Carefully complete all necessary information.

DATE: 9/16/2024 PROJECT NUMBER: 13100061
 SIGN CONTRACTOR: SignAd, Inc. LICENSE NO.: 89
 BILLING ADDRESS: P. O. Box 8626 ZIP: 77249
 SIGN ADDRESS: 11700 Wilcrest Drive Houston, Texas ZIP: _____
 TELEPHONE NO.: _____ EMAIL: _____

CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

SITE INSPECTION CONSTRUCTION PERMIT OPERATING PERMIT
 ELECTRICAL NON-ELECTRICAL FACE(S): 2 POLE(S): Mono (STEEL WOOD
 WIDTH: 48 Ft. _____ In. HEIGHT: 14 Ft. _____ In. MAX HEIGHT: 80 FT. _____ In.
 REASON FOR APPLICATION: COH RELO Permit # 13092649
 ADDITIONAL COMMENTS: We are not building a new sign structure simply implementing for a new RELO Permit

SECTION 4612--OFF-PREMISE SIGNS

(a) Off-Premise Sign Provisions. The provisions of this section shall apply only to "Off-Premise signs," as that term is defined in Section 4603(a), within the sign code application area.
 (b) Prohibition of New Off-Premise Signs.
 (1) From and after the effective date (as defined in section 4602 - Effective Date (1)(2)(3)(4)), no new construction permits shall be issued for Off-Premise signs within the sign code application area. This prohibition shall apply to all classifications of signs, types of signs, and special function signs, and all other signs used as Off-Premise signs, including portable signs, with the exception that Off-Premise signs that advertise the sale or rental of real property or direct persons to the location of real property for sale or rental, which signs shall be limited to 40 square feet in area, shall continue to be permitted for a single three-year term.
 (2) Electronic and Off-Premise high technology signs are prohibited. This prohibition shall include the construction, reconstruction, upgrading, or conversion of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such that no electronic or Off-Premise high technology signs are permitted.

AFFIDAVIT I hereby certify that the above information is true and correct and further that the sign is being erected and/or maintained at the above location with the permission of the owner and/or authorized lessee of the premises; and that having read the restrictions and requirements of the City of Houston Sign Ordinance; that the sign is being erected or maintained in compliance with the Sign Ordinance, Chapter 46, Building Code, City of Houston and other applicable laws.

Sworn to and subscribed before me by said Wesley B. Gilbreath, Jr. / Russell B. Reichle on October 31 of 2024
PRINT OWNER NAME/AGENT/LESSEE OF PREMISES PRINT SIGN REPRESENTATIVE MONTH & DAY YEAR

[Signature]
Owner's Signer / Agent / Lessee of Premises
[Signature]
Sign Representative Signature

PRISCILLA PINA
 Notary Public, State of Texas
 Comm. Expires 01-24-2027
 Notary ID 131866480

[Signature]
NOTARY PUBLIC in and for the State of Texas

PRISCILLA PINA
 Notary Public, State of Texas
 Comm. Expires 01-24-2027
 Notary ID 131866480

[Signature]
NOTARY PUBLIC in and for the State of Texas



E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

This is a building permit application for electrical systems and wiring within the city limits of Houston, Texas. Carefully complete all necessary information. NOTE: If you have been instructed to submit via email, send the completed form to permits_office@houstontx.gov.

1. APPLICATION DATE: 10/2/24 2. PROJECT NUMBER: _____ 3. ADVANCE PAY ACCOUNT NO. _____
 4. JOB SITE ADDRESS: 11700 WILCREST DRIVE, Houston, TEXAS
 5. CLASS OF WORK: Residential Apartments Commercial Industrial Other: EXISTING BILLBOARD
 6. PRESENT OCCUPANCY: _____ 7. PROPOSED OCCUPANCY: _____
 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LICENSE NO.: SIGNAD H.S.M.E.L. # 89
 9. TELEPHONE NO.: 713 282-6013 10. EMAIL ADDRESS: Rusty@SIGNAD.COM

WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

CHARGES							
Quantity	Item Description	Fee Amount	Total	Quantity	Item Description	Fee Amount	Total
1	Meter Loop & Service Up to and Including 60 kW @	\$ 90.06	90.06		Motors Up to and Including 1HP @	\$ 3.85	
	61kW through 260 kW @	\$ 96.49			Motors 1 HP through 10HP @	\$ 10.93	
	Over 260 kW @	\$102.92			Motors Over 10 HP @	\$ 7.71	
	Sub Panels with 8 or more circuits (each) @	\$ 9.00			Plus Each Additional HP for Motors over 10 HP @	\$ 1.73	
	Outlets @	\$ 1.28			Transformers Up to Including 1 KVA @	\$ 3.85	
	Lighting Fixtures @	\$ 1.28			Transformers Over 1 KVA @	\$ 10.93	
	Range Receptacle @	\$ 4.60			Transformers Over 10 KVA @	\$ 7.71	
	Clothes Dryer @	\$ 4.60			Total KVA over 10 on Above transformers @	\$ 1.73	
	Cooking Tops @	\$ 4.60			Ball Park & Parking Lot Light Poles First @	\$ 90.06	
	Ovens @	\$ 4.60			Each Additional @	\$ 45.03	
	Garbage Disposals @	\$ 4.60			Pole with guy wire (each) @	\$ 45.03	
	Dishwashers @	\$ 4.60			Temporary Saw Pole @	\$ 90.06	
	Window Air Conditioner receptacle @	\$ 4.60			Temporary Cut In @	\$ 90.06	
	Heaters/Generators Up to and Including 1 kW @	\$ 3.85			Reconnection Fee @	\$ 90.06	
	Heaters/Generators Over 1 kW through 10 kW @	\$ 10.93			Festoon lighting & Streamers, per circuit @	\$ 10.93	
	Heaters/Generators Over 10 kW @	\$ 7.71			Shop Inspection Electrical Signs 0-5KVA @	\$ 45.03	
	Plus Each Additional kW for Htr/Gen Over 10 kW @	\$ 1.73			Installation Inspection Electrical Signs 0-5 KVA @	\$ 45.03	
	EV Charging Outlet (Level 1) @	\$ 90.06			Miscellaneous: @	\$ 87.24	
	EV Charging Outlet (Level 2) @	\$ 96.49			SUBTOTAL (Note: Minimum Fee on Any Permit is \$87.24)		90.06
	EV Charging Outlet (Level 3) @	\$102.92			Fee for Issuing each permit or receipt		+ \$ 32.16
					TOTAL FEE		\$ 122.22

Electrical materials used will be of the "approved" type and electrical work shall be installed in accordance with the City Ordinance(s) regulating electrical construction in the City of Houston. No modification(s) or addition(s) shall be made in the electrical system without the proper permit(s).

Master Electrician Signature (REQUIRED) [Signature]
 Signature of Person Picking up Permit [Signature]

Master Electrician Printed Name and License Number DONALD HOWARD H.S.M. #89
 Printed Name of Person Picking up Permit Russell B. Reichle



F.

“30 Day Vacate Letter”

- #13092649 – 811 ½ Main Street



Michael A. Stafford
Harris County Attorney

August 29, 2001

Mr. Wes Gilbreath
SignAd, Inc.
c/o Richard Rothfelder
1201 Louisiana, Suite 550
Houston, Texas 77002

Re: Relocation of Off-Premise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Relocation Agreement pursuant to Section 4617 of the Houston Sign Code, effective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjacent to Kuykendahl Road; more specifically, one north of Rhodes Road on real property owned by Juanita Schroeder and the one at 20015 Rhodes Road on the real property owned by Peter Terpstra. The third sign is located at 8811 South Main.

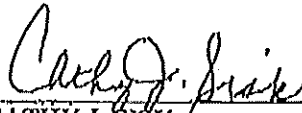
The relocation of the described signs is made necessary by publicly funded transportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahl Road and is constructing parking off of South Main near the Reliant Astrodome Complex.

Harris County and SignAd, Inc. agree as follows:

1. In consideration of Harris County executing this document, SignAd, Inc. hereby waives and releases any claim it may have for damages against Harris County for any temporary or permanent taking of the signs or sign relocation costs.
2. In consideration of said waiver, Harris County agrees that SignAd, Inc. may seek the special permits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the permanent relocation of the signs.

EXECUTED this 29th day of August, 2001.

MICHAEL A. STAFFORD
Harris County Attorney



CATHY J. SISK
Bureau Chief
Environmental and Community Protection Bureau
Harris County Attorney's Office
1310 Prairie, Suite 940
Houston, Texas 77002

EXECUTED this ____ day of _____, 2001.

SIGNAD, INC.

Wes Gilbreath
President, SignAd, Inc.



G.

**Copies of the Executed Lease
Agreement**

TOLL FREE: 1-888-821-1089



FAX: (713) 861-2107

P.O. BOX 0828
HOUSTON, TEXAS 77249
(713) 861-8018

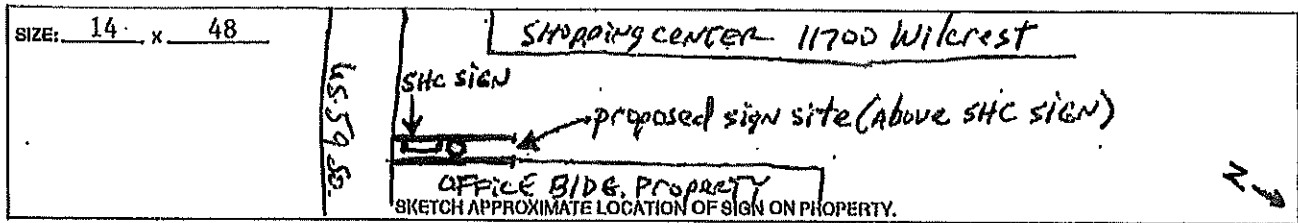
OUTDOOR ADVERTISING

DATE: 2/3/97

LEASE NUMBER 60441/2

THIS AGREEMENT, by and between Bellfontaine Apartments Inc. % Bob McKenzie (Lessor) and SIGNAD, INC. (Lessee) sets forth the following terms and conditions:

PROPERTY. Lessor is the owner (or the authorized agent) of that certain real property located on the (N) - S - E - W side of U.S. 59 South (highway to be viewed from) about 150 (feet or more) N - (S) - E - W of Wilcrest Dr. (street/highway or landmark) being part of Lessor's property known as 11700 Wilcrest Dr. (address, city, county, state) Houston, Harris, Texas



TERM. Lessor hereby grants and leases to Lessee the herein described real estate for the exclusive purposes set forth in the agreement for a term of twenty-five (25) years. The term of this agreement shall commence upon 10/8/97 (date of construction/commencement date).

RENTAL. Lessee shall pay to Lessor a rental of see below per year payable annually on the anniversary of the agreement. Lessee shall pay to Lessor upon acceptance of this agreement a down payment of ten percent (10%) of the annual rate with the balance due and payable upon the anniversary of the commencement date in accordance with terms stated herein.

AUTHORITY. Lessor warrants that he is the owner or the authorized agent of the owner of the property and has full authority to enter into this agreement. This lease shall not obligate Lessee in any way until it is accepted and signed by an executive officer of SignAd, Inc.

LEASE PROVISIONS. This lease contains the provisions on this page and on the reverse hereof. Both parties have read and understand all such terms and provisions.

SPECIAL PROVISIONS. _____

[Signature]
LESSOR'S SIGNATURE
Robert C. McKenzie, pres.
PRINT NAME/TITLE
10932 Old Katy Road
ADDRESS
Houston, Texas 77043-4903
(781) 468-2840
PHONE

[Signature]
SIGNAD, INC.
Mel Gilbreath
PRINT NAME/TITLE
2-7-97
ACCEPTANCE DATE
BRETT GILBREATH
REAL ESTATE REPRESENTATIVE

INDIVIDUAL CORPORATION PARTNERSHIP



H.

**Affidavit from the Sign Company Stating
the Reason why the Sign cannot be
Relocated According to the Properties
set forth in the C.O.H. Sign Code**



Relocation Site – 8811 ½ Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800' (Section 4617(8)a) of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.

AFFIDAVIT OF Russell B. Reichle – Real Estate Representative for SignAd Outdoor

BEFORE ME, the undersigned Notary Public on this day personally appeared Russell B. Reichle being sworn an oath deposed and said the following:

My name is Russell B. Reichle, Real Estate Representative for SignAd Outdoor. I am over the age of 18, of sound mind and otherwise competent to make this affidavit. I am an employee of SignAd Outdoor located at 1010 North Loop, Houston, Texas 77009.

SignAd Outdoor is in the process of relocating a billboard sign in the City of Houston and per the Special Permit Section 4617(a)(4)b and Section (a)(4)c of the Houston Sign Code, SignAd will be relocating a billboard per Section 4617(a)(4)d.

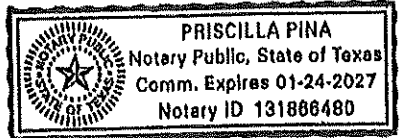
Upon review of the property located at 8811 1/2 Main Street in Houston, Texas the sign could not be relocated on the same property due to development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property (8811 1/2 Main Street Houston, Texas) due to there were no business activity within 800' of any placement on this property. The City of Houston did not want to enter into a New Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure. For these reasons SignAd Outdoor could not relocate a billboard sign on 8811 1/2 Main Street in Houston, Texas

I have personal knowledge of the facts stated in this affidavit and the facts are true and correct.

Signature: [Handwritten Signature]
Address: P.O. Box 8226 Houston, TX 77249
Phone: 713-861-6013

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me by Russell B. Reichle on this 13 day of November, 2024.



[Handwritten Signature]
Notary Public, State of Texas

Printed Name: Priscilla Pina
My Commission Expires: 1-24-2027



I.

**Original Copies of the C.O.H Sign Owner
Waiver**



CITY OF HOUSTON
Houston Public Works

Sylvester Turner
Mayor

Mall to:
Sign Administration
P.O. Box 2688
Houston, Texas 77262-2688
T: 832-394-8890
www.houstonlx.gov

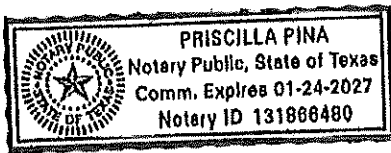
Agreement and Release Pursuant to Section 4617(a) (6) of the City of Houston Sign Code

Sign Owner, SignAD, LTD., is seeking a Special Permit for relocation of an Off-Premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 8811 1/2 Main Street Houston, Tx, City of Houston Sign Permit No. 13092649.

Pursuant to Section 4617 (a) (6) of the Code, Sign Owner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against TxDOT (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the sign, in consideration of the payment by the Unit of Government of a mutually agreed specified amount of money calculated to cover the cost to Sign Owner of the alteration or relocation of the sign.

10-22-24
Date

Wes Gilbreath
Sign Owner's Printed Name



[Signature]
Signature of Sign Owner's Representative

The foregoing instrument was acknowledged before me this 22 day of October, 2024, by Wes Gilbreath.

[Signature]
Notary Public in and for the State of Texas,
County of Harris



J.

**Original Copies of the C.O.H Landowner
Waiver**



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77262-2688
T: 832-394-8890
www.houstonlx.gov

Agreement and Release Pursuant to Section 4617(a) (5) of the City of Houston Sign Code

Landowner, Bellfontaine Apartments Robert McKenzie, is seeking authorization of a Special Permit for relocation of an off-premise sign as described in Section 4617 of the City of Houston Sign Code ("the Code") for the Off-Premise sign currently located at 8811/2 Main Street (the "Real Property"), City of Houston Sign Permit No. 13092649. Houston

Pursuant to Section 4617 (a) (5) of the Code, Landowner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against HARRIS County (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the Real Property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project.

This agreement shall not be construed to preclude the payment of compensation by the Unit of Government to the Landowner for the acquisition of the Real Property or any other interest therein, but the use of the Real Property as an Off-Premise sign site shall not be considered in the determination of the compensation paid therefor.

11-13-24

Date

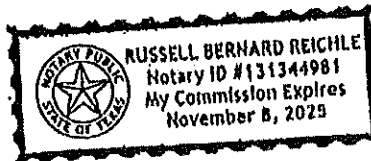
Bellfontaine Apts., D.C.

Landowner's printed name
Robert McKenzie
RM

Signature of Landowner's Representative

The foregoing instrument was acknowledged before me this 13th day of November, 2024, by Robert McKenzie.

[Signature]
Notary Public in and for the State of Texas,
County of HARRIS



HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 0441040000099

Tax Year: 2024

Print

Owner and Property Information

Name & Address:	BELLFONTAINE APTS INC % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340	Legal Description:	TR 3U ABST 651 L ROARK
		Property Address:	11700 S WILCREST DR HOUSTON TX 77099

Category Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047601
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385291
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048971
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006151
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163481
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2023		Value as of January 1, 2024	
	Market	Appraised	Market	Appraised
Land	1,424,410		1,424,410	
Improvement	1,519,357		1,577,650	
Total	2,943,767	2,943,767	3,002,060	3,002,060

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

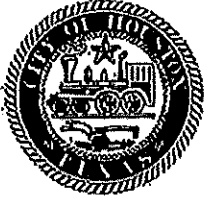
Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



K.

**Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects**



CH.46 – Section 4617

Special Permit RELO Checklist (CITY)

Sign Company: SignAD, LTD.
Sign Location: I-69 (US 59) S/O 11700 WILCREST DRIVE
Project Number(s):
Date Received: 11/14/24

Note: Please label the documents with the corresponding letter below so that each sheet can be located easily. This will help make the review process more efficient. Two (2) copies of all plans and documents must be provided.

Required Documents:

- A. Clarification/Cover Letter (Letter providing the reason why the work is to be done)
- B. Scope of Work (Description of work to be done to Billboard)
- C. Original Permit Application (for Site Inspection) by Sign Company
- D. Original Permit Application (for Construction Permit) by Contractor
- E. Original Electrical Permit Application (If Applicable)
- F. The "30 Day Notice to Vacate" Letter
- G. Copies of the Executed Lease Agreement
- H. Affidavit from the sign company stating the reason why the sign cannot be relocated according to the properties set forth in the C.O.H. Sign Code (Reference Section 4617(a) (4) a, b, c and d)
*Note: I or J will be determined by this affidavit.
- I. Original copies of the C.O.H. Sign Owner Waiver (Reference Section 4617(a) (6))
- J. Original copies of the C.O.H. Landowner Waiver (Reference Section 4617(a) (5))
- K. Two (2) sets of the Site/Plot Plan depicting location of Billboard on the property and dimensions from two (2) fixed objects
- L. Supportive documentation for the proposed height above grade (Overall Maximum Height)
- M. Supportive documentation for the Residential/Commercial Percentage surrounding the site (Please provide the numerical percentage value) (Reference Section 4612(c) (2))
- N. Supportive documentation for the spacing between other off-premise signs (Reference Section 4617(8) (a) & (b))
- O. Photos depicting the area where the Billboard has been removed from
- P. Two (2) sets of wet stamped Engineered Construction Drawings
- Q. Most recent scalable survey showing all easements and dimensions (Done with the benefit of a Title Report)
- R. Money in the A.P.A. to cover all permit costs (Roughly \$900 for a 2 face electrical 48x14 billboard structure)
- S. Removal Bond (Reference Section 4617 (a) (10) a, b or c)
- T. 10 year agreement (Minimum of four (4) ORIGINAL copies or as required for all parties involved)

Other requirements may be imposed as circumstances dictate.



A.

Clarification/Cover Letter

SIGNAD OUTDOOR

September 16, 2024

David Conde

City of Houston Sign Administration

P.O. Box 2688

Houston, Texas 77252-2688

Re: Outdoor Advertising/Off-Premise sign to be relocated: City of Houston; removed Sign – 13092649
– 8811 ½ Main Street

Ten(10) Year Relocation Site and Sign Permit Application: City of Houston; Relocate SignAd Sign
#60440 – I-69(US 59) S/O 11700 Wilcrest which is expired

Dear David,

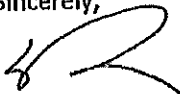
Enclosed you will find a one(1) Warehouse Inventory permit # 13092649 8811 ½ Main Street that we are submitting as a ten(10) year permit to take the place of an existing expired permit in place for SignAd Outdoor location #60440 – I-69(US 59) S/O 11700 Wilcrest Drive.

Please be advised the proposed new locations are being relocated inside the City Limits of Houston and were removed from the City Limits of Houston as well. The permit being relocated is part of an agreement between the COH and SignAd Outdoor. Included you will find copy of the agreement between the parties.

All documents required by City of Houston Sign Code Chapters 4617 and 4612 as well as the Special Permit RELO Checklist(City) have been completed in each of their entirety with the necessary signatures and notarizations where required.

Upon your review, please accept SignAd's Application Packet for a billboard Relocation. If you have any question in regard to the information being submitted for your review and approval don't hesitate to reach out to me directly(713-861-6013) or at rusty@signad.com.

Sincerely,



Russell(Rusty) Reichle

Real Estate



B.

Scope of Work



Date: September 16, 2024
Job Location: 11700 Wilcrest Drive
Companies Sign: 11700 Wilcrest Drive
Contractor: SignAd LTD

Scope of Work

Relocate a City of Houston approved RELO Permit #13092649 – 8811 ½ Main Street to 11700 Wilcrest, Houston, Texas 77099

We will not be physically building a new structure we are simply applying for a new 10-year permit for this location with an existing Warehouse Inventory Permit.



C. & D

**Original Permit Application by SignAd
Outdoor - Contractor**

1002 WASHINGTON AVE., - 4TH FLOOR - HOUSTON, TX 77002 PHONE: 832.394.8890 MONDAY - FRIDAY: 8:00 a.m. - 5:00 p.m.

This is an Off - Premise permit application for Sign Administration Department within the city limits and extraterritorial jurisdiction of Houston, Texas. Carefully complete all necessary information.

DATE: 9/16/2024 PROJECT NUMBER: 13100061
 SIGN CONTRACTOR: SignAd, Inc. LICENSE NO.: 89
 BILLING ADDRESS: P. O. Box 8626 ZIP: 77249
 SIGN ADDRESS: 11700 Wilcrest Drive Houston, Texas ZIP: _____
 TELEPHONE NO.: _____ EMAIL: _____

CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

SITE INSPECTION CONSTRUCTION PERMIT OPERATING PERMIT

ELECTRICAL NON-ELECTRICAL FACE(S): 2 POLE(S): Mono (STEEL WOOD
 WIDTH: 48 Ft. _____ In. HEIGHT: 14 Ft. _____ In. MAX HEIGHT: 80 FT. _____ In.
 REASON FOR APPLICATION: COH RELO Permit # 13092649
 ADDITIONAL COMMENTS: We are not building a new sign structure simply implementing for a new RELO Permit

SECTION 4612--OFF-PREMISE SIGNS

(a) Off-Premise Sign Provisions. The provisions of this section shall apply only to "Off-Premise signs," as that term is defined in Section 4603(a), within the sign code application area.

(b) Prohibition of New Off-Premise Signs.

(1) From and after the effective date (as defined in section 4602 - Effective Date (1)(2)(3)(1)), no new construction permits shall be issued for Off-Premise signs within the sign code application area. This prohibition shall apply to all classifications of signs, types of signs, and special function signs, and all other signs used as Off-Premise signs, including portable signs, with the exception that Off-Premise signs that advertise the sale or rental of real property or direct persons to the location of real property for sale or rental, which signs shall be limited to 40 square feet in area, shall continue to be permitted for a single three-year term.

(2) Electronic and Off-Premise high technology signs are prohibited. This prohibition shall include the construction, reconstruction, upgrading, or conversion of an existing Off-Premise sign to an electronic or Off-Premise high technology sign, such that no electronic or Off-Premise high technology signs are permitted.

AFFIDAVIT I hereby certify that the above information is true and correct and further that the sign is being erected and/or maintained at the above location with the permission of the owner and/or authorized lessee of the premises; and that having read the restrictions and requirements of the City of Houston Sign Ordinance; that the sign is being erected or maintained in compliance with the Sign Ordinance, Chapter 46, Building Code, City of Houston and other applicable laws.

Sworn to and subscribed before me by said Wesley B. Gilbreath, Jr. / Russell B. Reichle on October 31 of 2024
PRINT OWNER NAME/AORNT/LESSEE OF PREMISE PRINT SIGN REPRESENTATIVE MONTH & DAY YEAR

[Signature]
Owner's Signature / Agent / Lessee of Premise

PRISCILLA PINA
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 131866480

[Signature]
NOTARY PUBLIC in and for the State of Texas

[Signature]
Sign Representative Signature

PRISCILLA PINA
Notary Public, State of Texas
Comm. Expires 01-24-2027
Notary ID 131866480

[Signature]
NOTARY PUBLIC in and for the State of Texas



E.

Original Electrical Permit Application

HOUSTON PUBLIC WORKS

BUILDING CODE ENFORCEMENT ELECTRICAL BUILDING PERMIT APPLICATION

This is a building permit application for electrical systems and wiring within the city limits of Houston, Texas. Carefully complete all necessary information. NOTE: If you have been instructed to submit via email, send the completed form to permits_office@houston.tx.gov.

1. APPLICATION DATE: 10/2/24 2. PROJECT NUMBER: _____ 3. ADVANCE PAY ACCOUNT NO. _____
 4. JOB SITE ADDRESS: 11700 WILCREST DRIVE, Houston, TEXAS
 5. CLASS OF WORK: Residential Apartments Commercial Industrial Other: Existing
 6. PRESENT OCCUPANCY: _____ 7. PROPOSED OCCUPANCY: Billboards
 8. ELECTRICAL CONTRACTOR COMPANY NAME AND LICENSE NO.: SIGNAL H.S.M.E.L.S. # 89
 9. TELEPHONE NO.: 713 282-6013 10. EMAIL ADDRESS: Rusty@SIGNAL.COM

WHEN READY FOR INSPECTION, THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTION(S)

CHARGES							
Quantity	Item Description	Fee Amount	Total	Quantity	Item Description	Fee Amount	Total
1	Meter Loop & Service Up to and Including 60 KW @	\$ 90.06	90.06		Motors Up to and Including 1HP @	\$ 3.85	
	61KW through 260 KW @	\$ 98.49			Motors 1 HP through 10HP @	\$ 10.93	
	Over 260 KW @	\$102.92			Motors Over 10 HP @	\$ 7.71	
	Sub Panels with 8 or more circuits (each) @	\$ 8.00			Plus Each Additional HP for Motors over 10 HP @	\$ 1.73	
	Outlets @	\$ 1.28			Transformers Up to including 1 KVA @	\$ 3.85	
	Lighting Fixtures @	\$ 1.28			Transformers Over 1 KVA @	\$ 10.93	
	Range Receptacle @	\$ 4.50			Transformers Over 10 KVA @	\$ 7.71	
	Clothes Dryer @	\$ 4.50			Total KVA over 10 on Above transformers @	\$ 1.73	
	Cooking Tops @	\$ 4.50			Bell Park & Parking Lot Light Poles First @	\$ 90.06	
	Ovens @	\$ 4.50			Each Additional @	\$ 46.03	
	Garbage Disposals @	\$ 4.50			Pole with guy wire (each) @	\$ 46.03	
	Dishwashers @	\$ 4.50			Temporary Saw Pole @	\$ 90.06	
	Window Air Conditioner receptacle @	\$ 4.50			Temporary Cut In @	\$ 90.06	
	Heaters/Generators Up to and Including 1 KW @	\$ 3.85			Reconnection Fee @	\$ 90.06	
	Heaters/Generators Over 1 kW through 10 kW @	\$ 10.93			Festoon Lighting & Streamers, per circuit @	\$ 10.93	
	Heaters/Generators Over 10 KW @	\$ 7.71			Shop Inspection Electrical Signs 0-5KVA @	\$ 45.03	
	Plus Each Additional KW for Htr/Gen Over 10 kW @	\$ 1.73			Installation Inspection Electrical Signs 0-5 KVA @	\$ 45.03	
	EV Charging Outlet (Level 1) @	\$ 90.06			Miscellaneous: @	\$ 87.24	
	EV Charging Outlet (Level 2) @	\$ 98.49					
	EV Charging Outlet (Level 3) @	\$102.92					
SUBTOTAL (Note: Minimum Fee on Any Permit is \$87.24)							90.06
Fee for Issuing each permit or receipt							+ \$ 32.16
TOTAL FEE							\$122.22

Electrical materials used will be of the "approved" type and electrical work shall be installed in accordance with the City Ordinance(s) regulating electrical construction in the City of Houston. No modification(s) or addition(s) shall be made in the electrical system without the proper permit(s).

Master Electrician Signature (REQUIRED) [Signature]
 Signature of Person Picking up Permit [Signature]

Master Electrician Printed Name and License Number DONALD HOWARD H.S.M. #89
 Printed Name of Person Picking up Permit Russell B. Keckle



F.

“30 Day Vacate Letter”

- #13092649 – 811 ½ Main Street



Michael A. Stafford
Harris County Attorney

August 29, 2001

Mr. Wes Gilbreath
SignAd, Inc.
c/o Richard Rothfelder
1201 Louisiana, Suite 550
Houston, Texas 77002

Re: Relocation of Off-Premise Signs

Dear Mr. Gilbreath:

This letter, when executed by the parties below, shall constitute a Sign Relocation Agreement pursuant to Section 4617 of the Houston Sign Code, effective on the latest date of execution. This agreement affects the following signs located adjacent to thoroughfares designated as National Highway System:

Three off-premise signs, including two located adjacent to Kuykendahl Road; more specifically, one north of Rhodes Road on real property owned by Juanita Schroeder and the one at 20015 Rhodes Road on the real property owned by Peter Terpstra. The third sign is located at 8811 South Main.

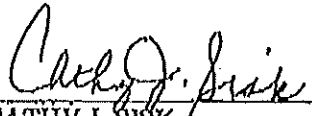
The relocation of the described signs is made necessary by publicly funded transportation system improvement projects being undertaken by Harris County. Specifically, Harris County is improving Kuykendahl Road and is constructing parking off of South Main near the Reliant Astrodome Complex.

Harris County and SignAd, Inc. agree as follows:

1. In consideration of Harris County executing this document, SignAd, Inc. hereby waives and releases any claim it may have for damages against Harris County for any temporary or permanent taking of the signs or sign relocation costs.
2. In consideration of said waiver, Harris County agrees that SignAd, Inc. may seek the special permits available from the City of Houston under Section 4617 of the Houston Sign Code, and/or the ordinances from the City of Houston waiving certain provision of Section 4617 to permit the permanent relocation of the signs.

EXECUTED this 29th day of August, 2001.

MICHAEL A. STAFFORD
Harris County Attorney



CATHY J. SISK
Bureau Chief
Environmental and Community Protection Bureau
Harris County Attorney's Office
1310 Prairie, Suite 940
Houston, Texas 77002

EXECUTED this _____ day of _____, 2001.

SIGNAD, INC.

Wes Gilbreath
President, SignAd, Inc.



G.

**Copies of the Executed Lease
Agreement**

TOLL FREE: 1-888-821-1899



FAX: (713) 881-2107

P.O. BOX 8826
HOUSTON, TEXAS 77249
(713) 881-8013

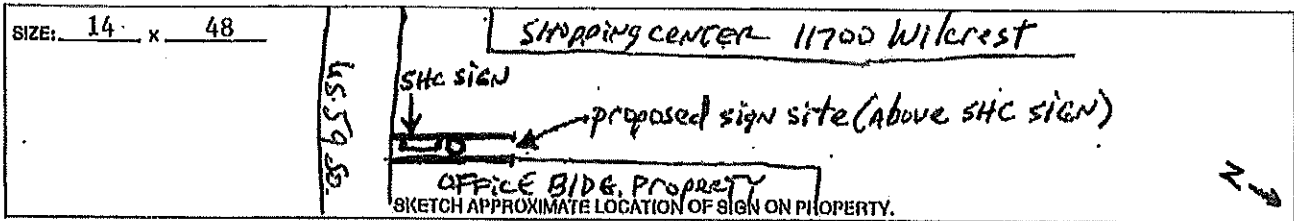
OUTDOOR ADVERTISING

DATE: 2/3/97

LEASE NUMBER 60441/2

THIS AGREEMENT, by and between Bellfontaine Apartments Inc. % Bob McKenzie (Lessor) and SIGNAD, INC. (Lessee) sets forth the following terms and conditions:

PROPERTY. Lessor is the owner (or the authorized agent) of that certain real property located on the (N) - S - E - W side of U.S. 59 South (highway to be viewed from) about 150 (feet or more) N - (S) - E - W of Wilcrest Dr. (street/highway or landmark) being part of Lessor's property known as 11700 Wilcrest Dr. (address, city, county, state) Houston, Harris, Texas



TERM. Lessor hereby grants and leases to Lessee the herein described real estate for the exclusive purposes set forth in the agreement for a term of twenty-five (25) years. The term of this agreement shall commence upon 10/8/97 (date of construction/cessation of work).

RENTAL. Lessee shall pay to Lessor a rental of "see below" per year payable annually on the anniversary of the CONSTRUCTION date of the agreement. Lessee shall pay to Lessor upon acceptance of this agreement a down payment of ten percent (10%) of the annual rate with the balance due and payable upon the anniversary of the commencement date in accordance with terms stated herein.

AUTHORITY. Lessor warrants that he is the owner or the authorized agent of the owner of the property and has full authority to enter into this agreement. This lease shall not obligate Lessee in any way until it is accepted and signed by an executive officer of SignAd, Inc.

LEASE PROVISIONS. This lease contains the provisions on this page and on the reverse hereof. Both parties have read and understand all such terms and provisions.

SPECIAL PROVISIONS. _____

[Signature]
LESSOR'S SIGNATURE

Robert C. McKenzie, Pres.
PRINT NAME/TITLE

10932 Old Katy Road
ADDRESS

Houston, Texas 77043-4903

(781) 468-2840
PHONE

TAX ID # _____

[Signature]
SIGNAD, INC.

Mel Gilbreath
PRINT NAME/TITLE

2-7-97
ACCEPTANCE DATE

BRETT GILBREATH
REAL ESTATE REPRESENTATIVE

INDIVIDUAL CORPORATION PARTNERSHIP



H.

**Affidavit from the Sign Company Stating
the Reason why the Sign cannot be
Relocated According to the Properties
set forth in the C.O.H. Sign Code**



Relocation Site – 8811 ½ Main Street Houston, Texas

This location was required to be relocated due to the development of the Yellow Parking Lot associated with NRG Stadium. At the time of the removal the sign could not be relocated on the same property(8811 ½ Main Street) due to there were no business activity with 800' (Section 4617(8)a) of any placement on this property. The City of Houston did not want to enter into a new Lease Agreement with SignAd Outdoor and felt as if parking spaces for NRG Stadium were more valuable to them versus a billboard structure.



I.

**Original Copies of the C.O.H Sign Owner
Waiver**



CITY OF HOUSTON
Houston Public Works

Sylvester Turner
Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77262-2688
T: 832-394-8880
www.houstontx.gov

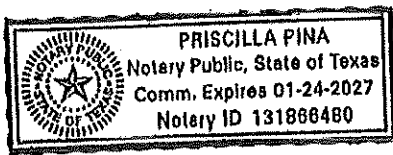
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Pursuant to Section 4617 (a) (6) of the Code, Sign Owner, by affixing his or her or other authorized signature hereto, hereby waives and releases any claim for damages against TxDOT (the "Unit of Government" undertaking the transportation system improvement project requiring the removal of said sign) for the temporary or permanent taking of the sign, in consideration of the payment by the Unit of Government of a mutually agreed specified amount of money calculated to cover the cost to Sign Owner of the alteration or relocation of the sign.

10-22-24
Date

Wes Gilbreath
Sign Owner's Printed Name



[Signature]
Signature of Sign Owner's Representative

The foregoing instrument was acknowledged before me this 22 day of October, 2024, by Wes Gilbreath.

[Signature]
Notary Public in and for the State of Texas,
County of Harris



J.

**Original Copies of the C.O.H Landowner
Waiver**



CITY OF HOUSTON

Houston Public Works

John Whitmire

Mayor

Mail to:
Sign Administration
P.O. Box 2688
Houston, Texas 77262-2688
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Bellfontaine Apts., Inc.

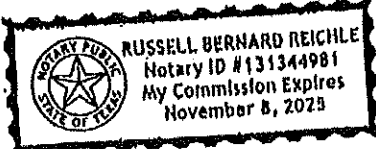
Landowner's printed name

Robert McKenzie

Signature of Landowner's Representative

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Notary Public in and for the State of Texas,
County of Harris



HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 0441040000099

Tax Year: 2024



Owner and Property Information

Name & Address:	BELLFONTAINE APTS INC % BOB MCKENZIE 3902 W MAIN ST HOUSTON TX 77027-6340	Legal Description:	TR 3U ABST 651 L ROARK
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	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006150
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163480
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2023		Value as of January 1, 2024	
	Market	Appraised	Market	Appraised
Land	1,424,410		1,424,410	
Improvement	1,519,357		1,577,650	
Total	2,943,767	2,943,767	3,002,060	3,002,060

Land

Market Value Land

Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979



K.

**Two(2) Sets of the Site/Plot Plan
Denoting Location of Billboard on the
Property and Dimensions from two
Fixed Objects**

11700 Wilcrest Drive Houston, Texas

I-69(US 59) S/O Wilcrest Drive 14' X 48'

EXHIBIT
13'

to Oldy Corner

EXHIBIT
17'

From
at-Plenise Sign

EXHIBIT
64' 6"

to Blogside Sign

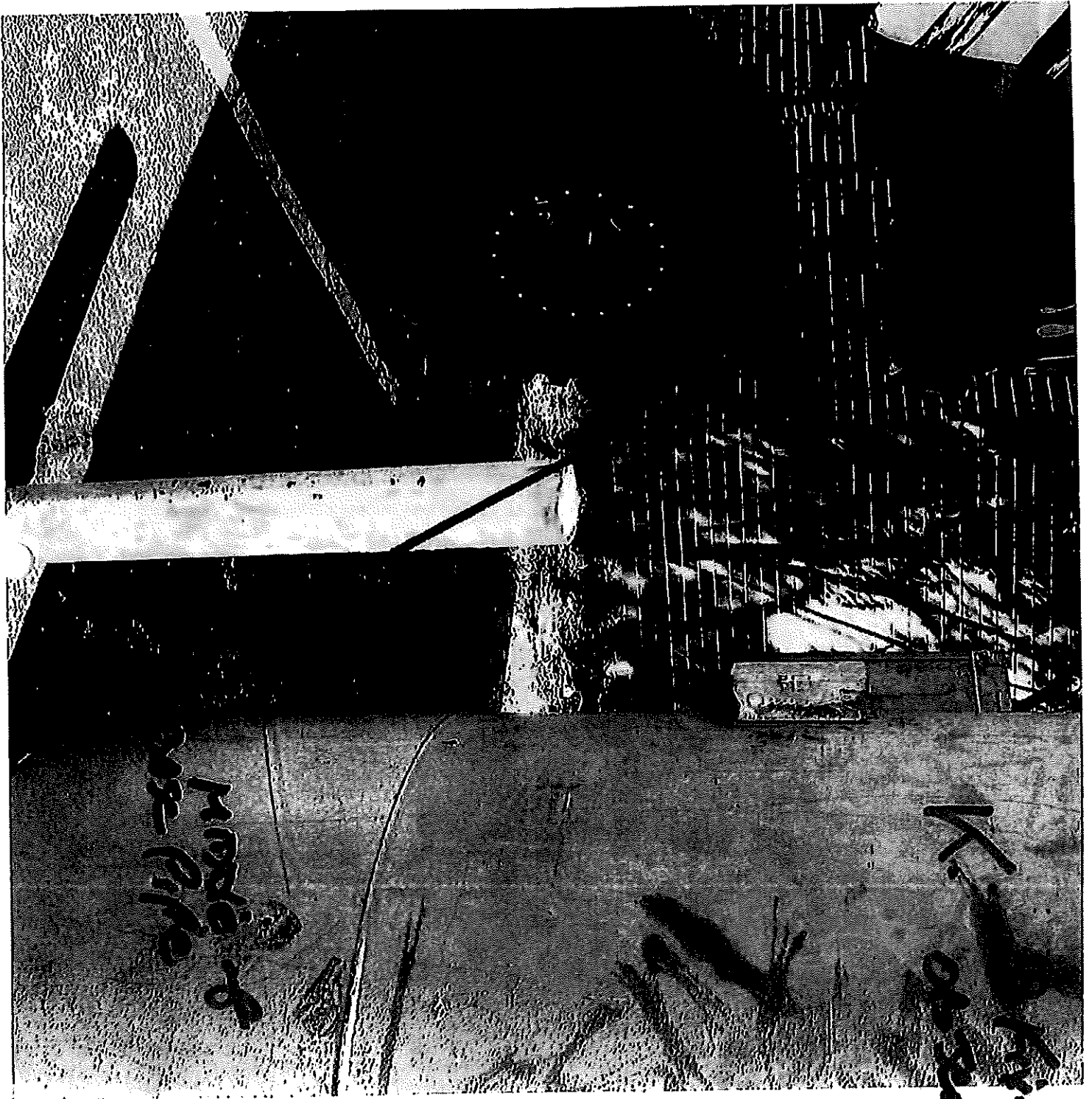
14734

Alpherals

Google Earth

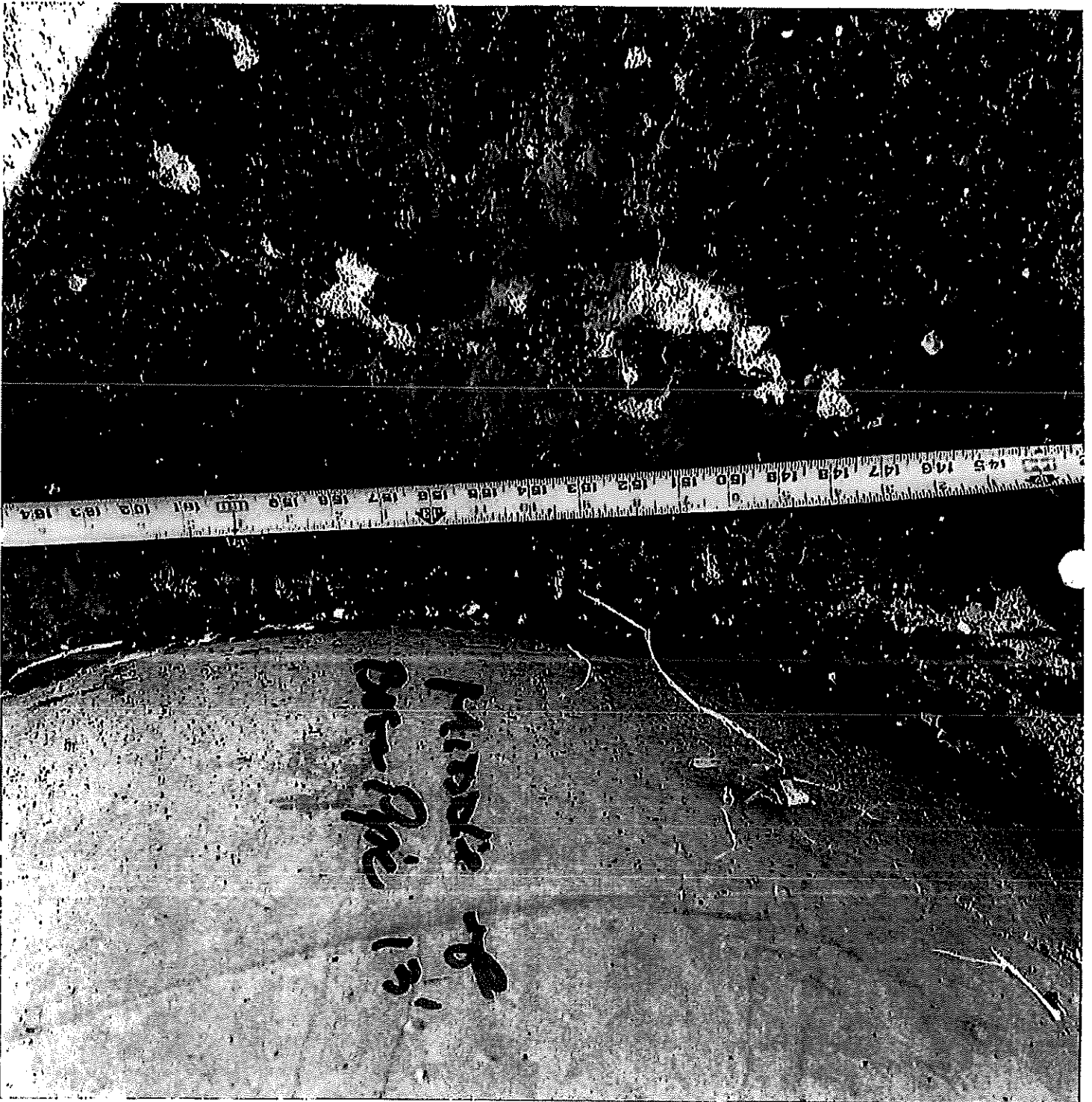
50'





use pipe
middle of

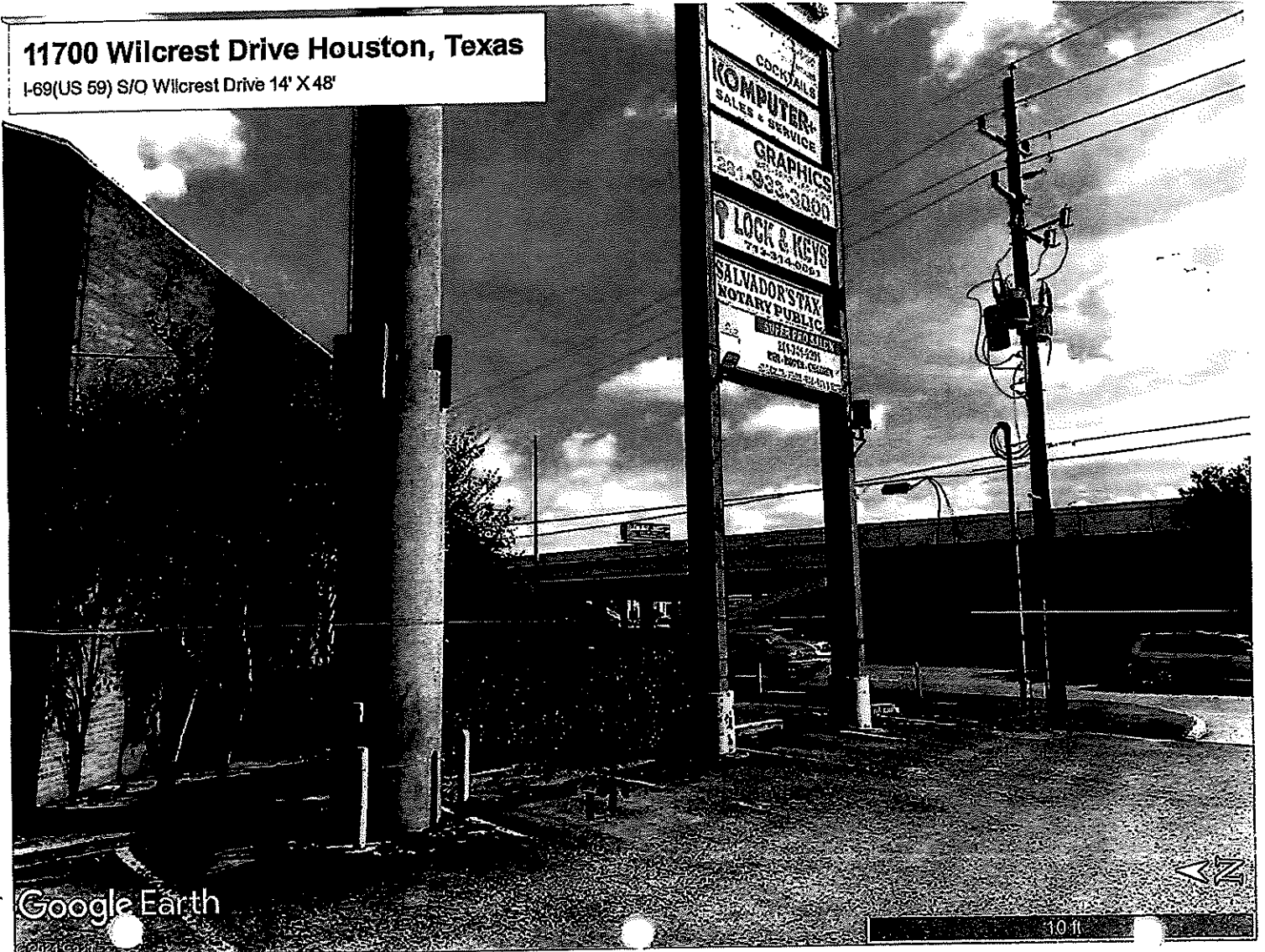
K. King
02/11/14



P. 19
D. 19

11700 Wilcrest Drive Houston, Texas

I-69(US 59) S/O Wilcrest Drive 14' X 48'

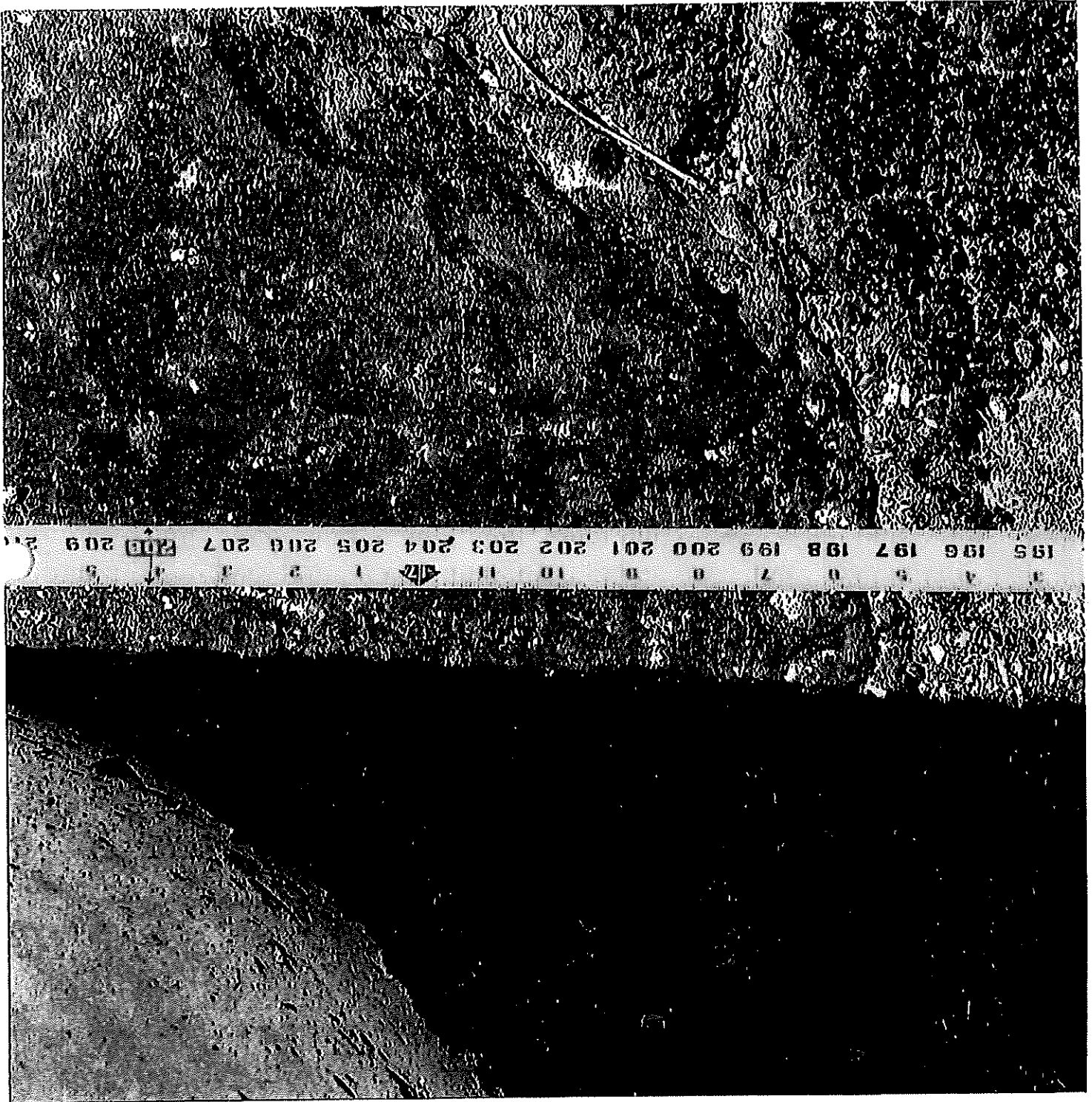


Google Earth

10 ft

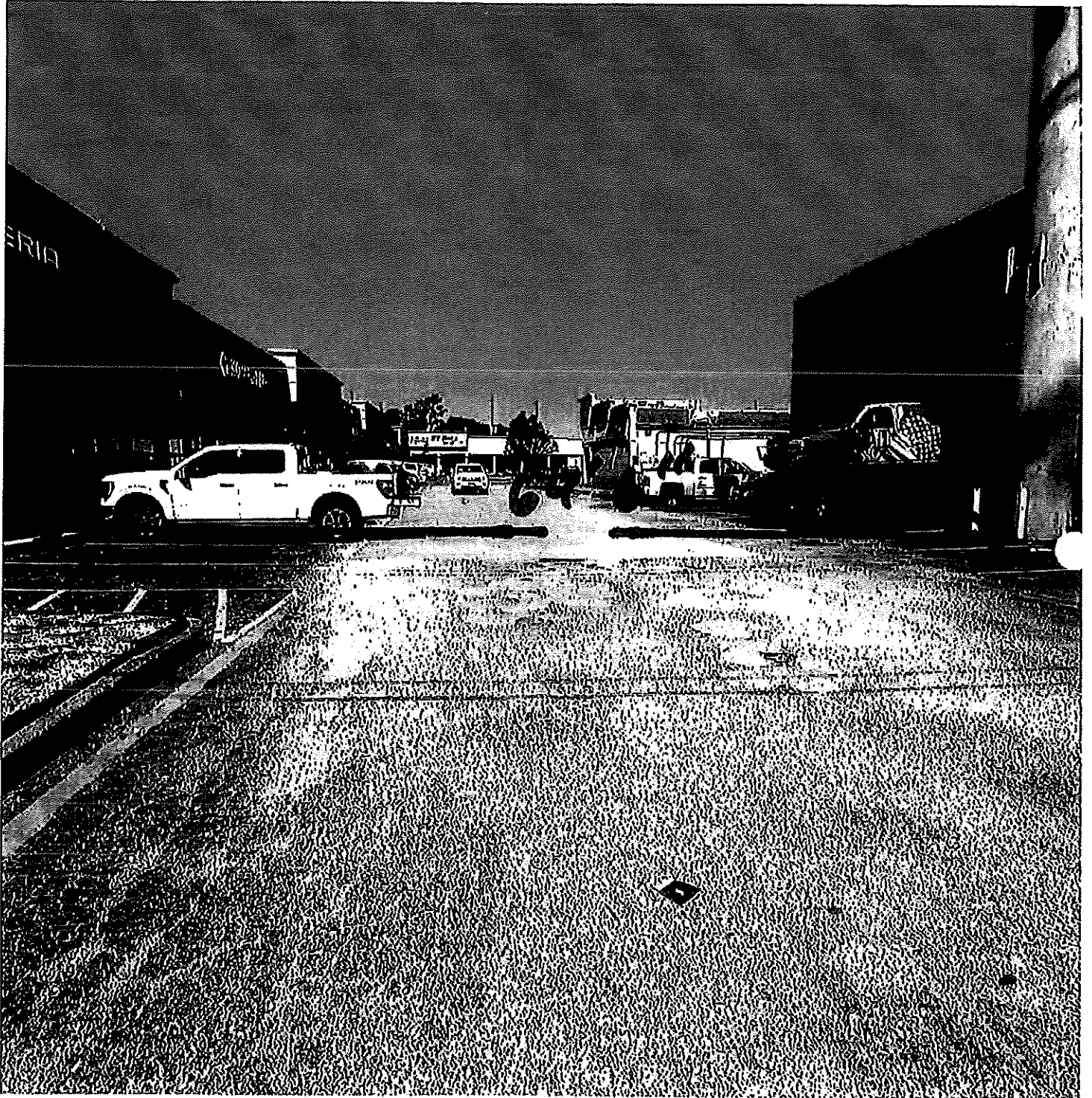


K. 2 Kiosks DR5504



K. 2 Fixed Obscure

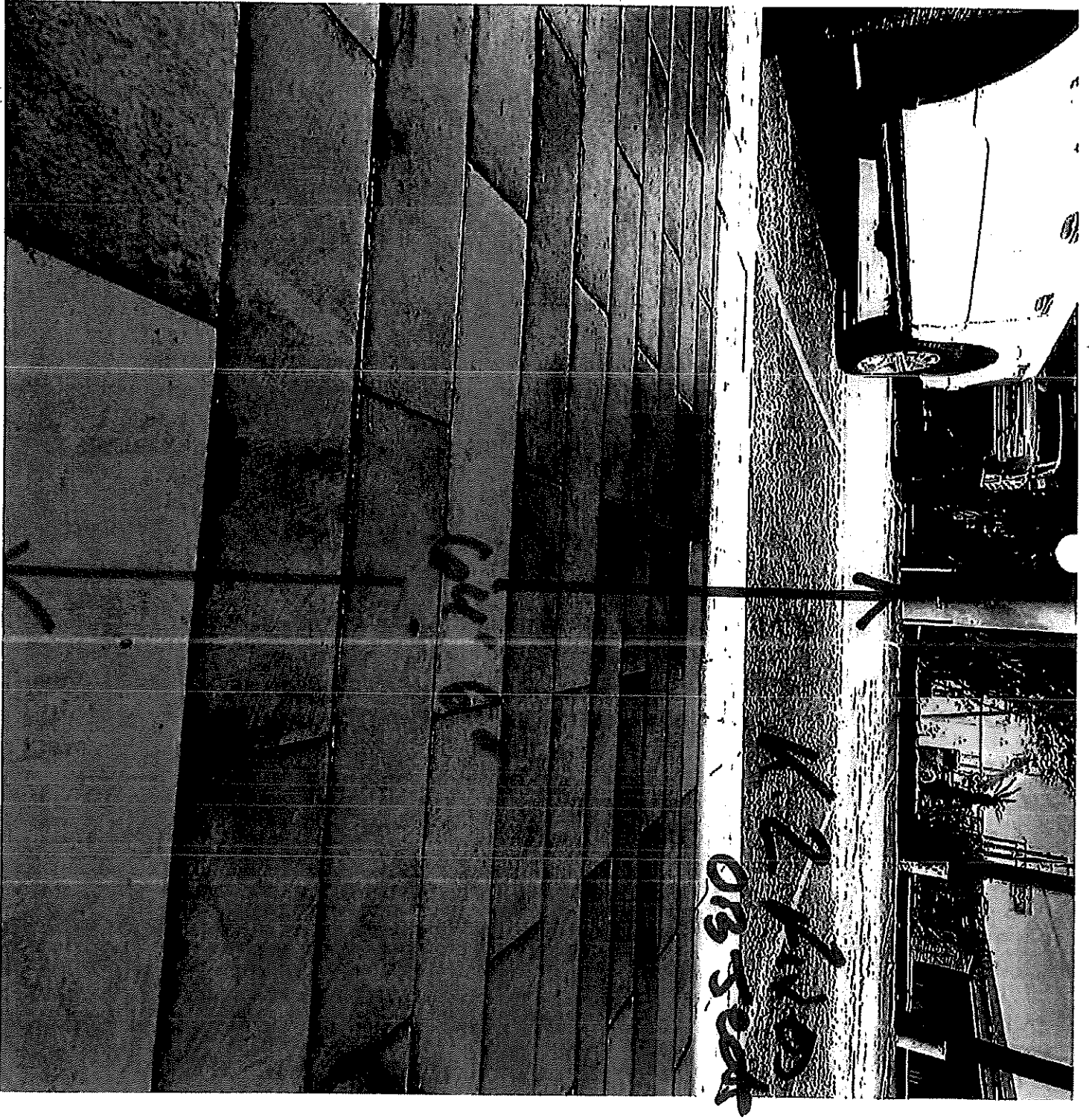
K. 2 Fixed Objects



K. 2 Fixes on Sect



✓





L.

**Supportive Documentation for the
Proposed Height Above Grade**

CITY OF HOUSTON PUBLIC WORKS & ENGINEERING DEPARTMENT

BUILDING PERMIT CARD

POST THIS CARD ON JOB

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL BLDG. INSP. 754-0200 OCCUP. INSP. 754-0330
 ELECT. INSP. 754-0300 OCCUP. RECORDS 754-0354
 BOILER A/C 754-0255 PLBG. INSP. 754-0220
 MOBILE HOMES 754-0250 PLAN CHECKING 754-0400

DATE 09/26/97	RECEIPT NO. 1988280	PROJ. TYPE	PROJECT NO. 97022093
OCCUPANT *SIGN AD INC.		SPRINKLERS % TYPE	
ADDRESS 11200 WILCREST DR		SPACE FILLER	TID NO.
CITY HOUSTON	ZIP CODE 77099	COUNTY HARRIS	BLDGS UNITS STORY
APPLICANT SIGN,	LIC. NO. 00002000	PHONE 713-863-6023	
USE ELECTRICAL RELOCATION BILLIARD			

MULTIPLE PERMIT PROJECT COMMENTS \$269.26

PROJECT COMMENTS

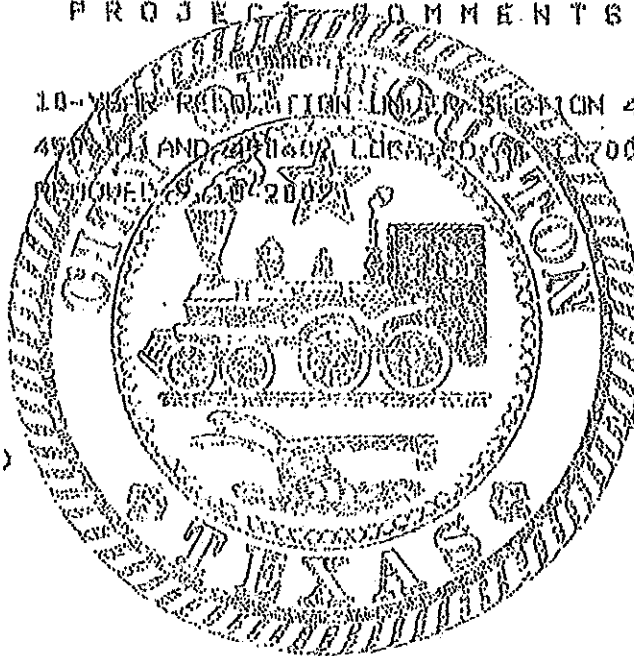
Date Department

09/25/97 SIGNS
 09/25/97 SIGNS
 09/25/97 SIGNS
 SIGN ELEC INST

10-YEAR RELOCATION UNDER SECTION 4617. OLD LOG NUMBERS
 450011 AND 451002 LICENSE NO. 700 FM529. SIGN TO BE
 RELOCATED 9/26/2009

1 MLS/1-50 KM
 SIGN CONSTRUCT

672 OFF PREM(SQFT)



TOTAL FEE 10.00
 Permit Fee 10.00
 10.00
 TOTAL FEE 255.26
 Permit Fee 250.26
 Processing Fee 5.00
 250.26

Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions. If anyone believes that this work may violate deed restrictions, call 655-0133.

INSPECTION RECORD

DATE & TIME FOOTINGS:	DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:
DATE & TIME UNDERSLAB ELECTRIC:	DATE & TIME OTHER:		
FOUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME STRUCTURAL FRAMING:	DATE & TIME PLUMBING ROUGH-IN:	DATE & TIME ELECTRICAL ROUGH-IN:	
DATE & TIME BOILER-A/C DUCT-VENTS-UNIT:	DATE & TIME GAS:	DATE & TIME OTHER:	
COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME BUILDING FINAL:	DATE & TIME ELECTRICAL FINAL:	DATE & TIME PLUMBING FINAL:	
DATE & TIME HEATING FINAL:	DATE & TIME AIR CONDITIONING FINAL:	DATE & TIME SIGNS FINAL:	
DATE & TIME SIDEWALK-D.W. FINAL:	DATE & TIME OTHER:		



M.

**Supportive Documentation for the
Residential/Commercial Percentage
Surrounding the Site**



Commercial vs. Residential

Based on Square Footage

800' in Either Direction from the Sign Structure

600' Back from Either Direction

Total Square Footage – 1,481,943

Commercial – 1,366,276 Square Feet – 92.1%

Residential – 115,667 Square Feet – 7.8%

HCAD Parcel Viewer

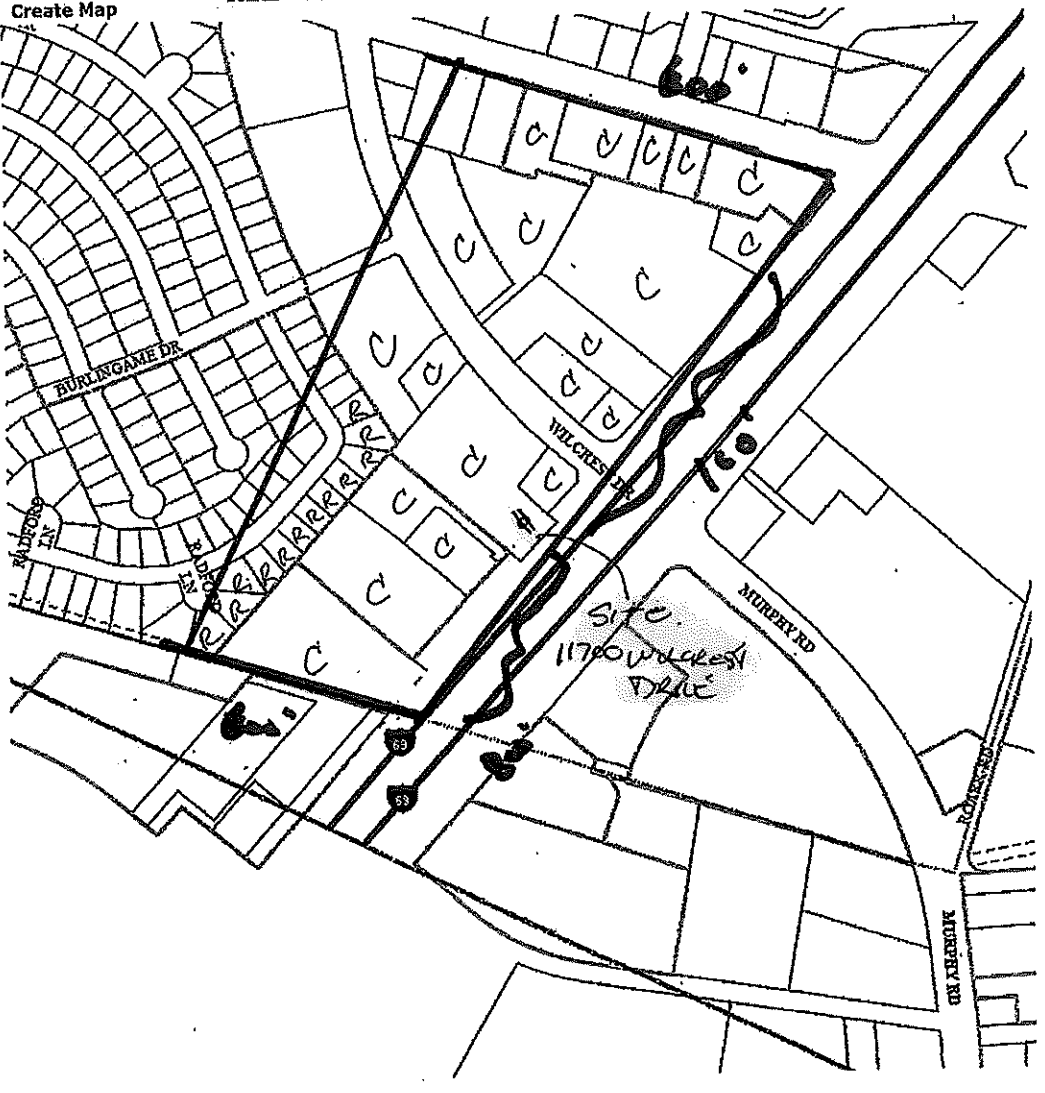
Search By: HCAD Account

Search for:

Search parcel using account number, address or owner name.

You can also interact directly with parcels to get more information.

View the Help document if you are just getting started.



Total Square Feet

1,481,943

Commercial - 92.1%

Residential - 7.87%

800' - N+S of side
600' - Better site

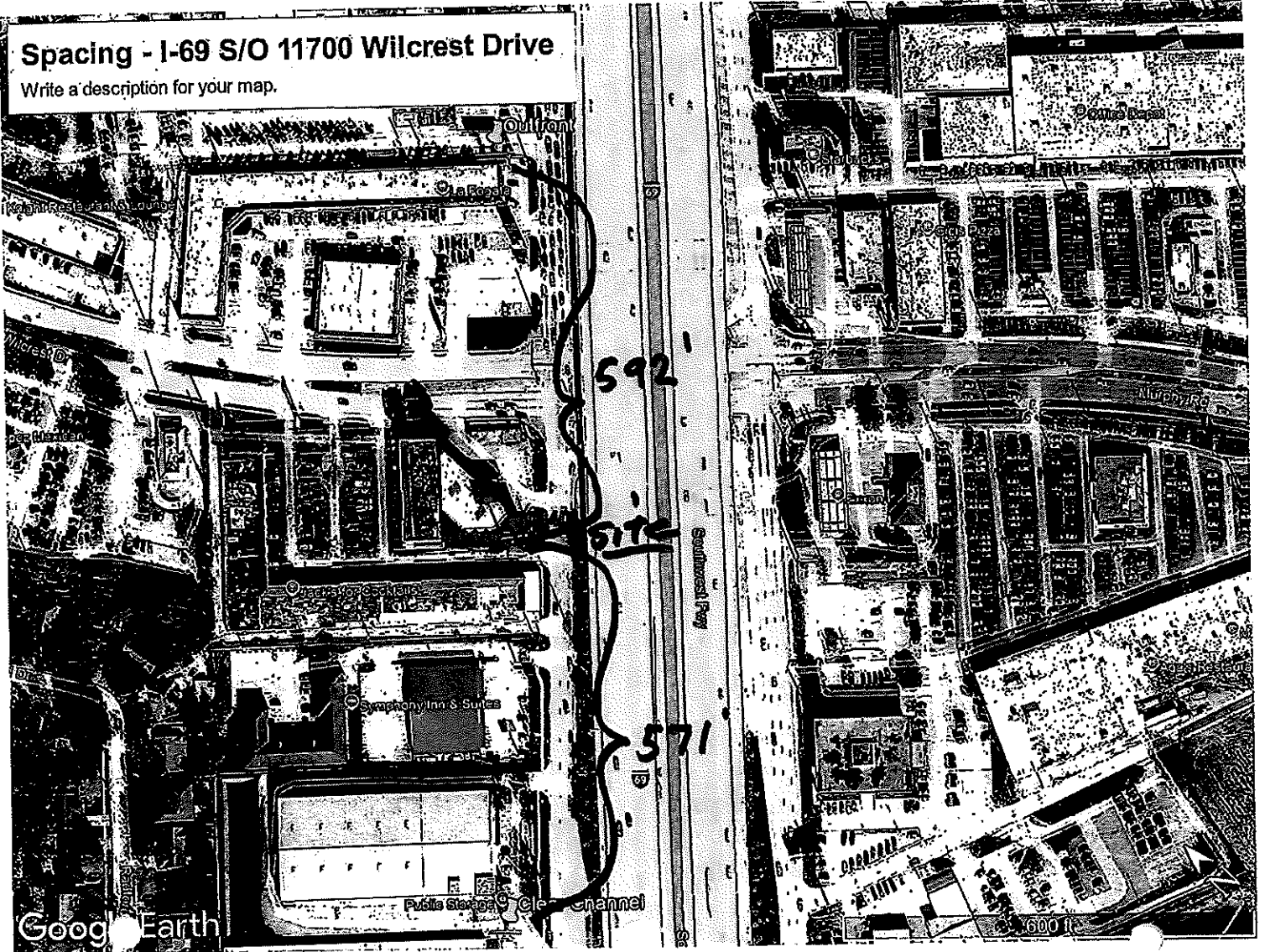


N.

**Supportive Documentation for the
Spacing between other Off-Premise
Signs**

Spacing - I-69 S/O 11700 Wilcrest Drive

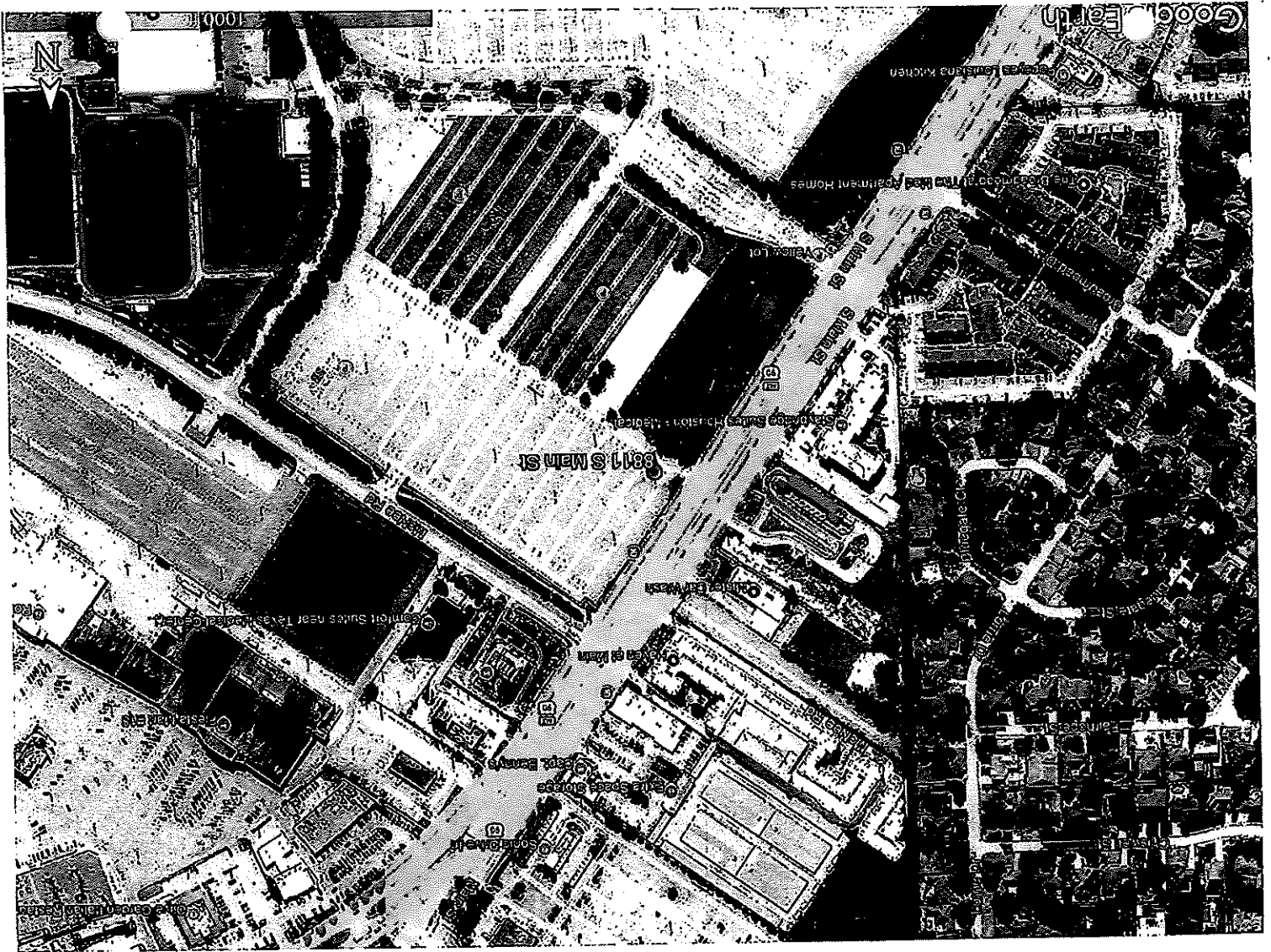
Write a description for your map.

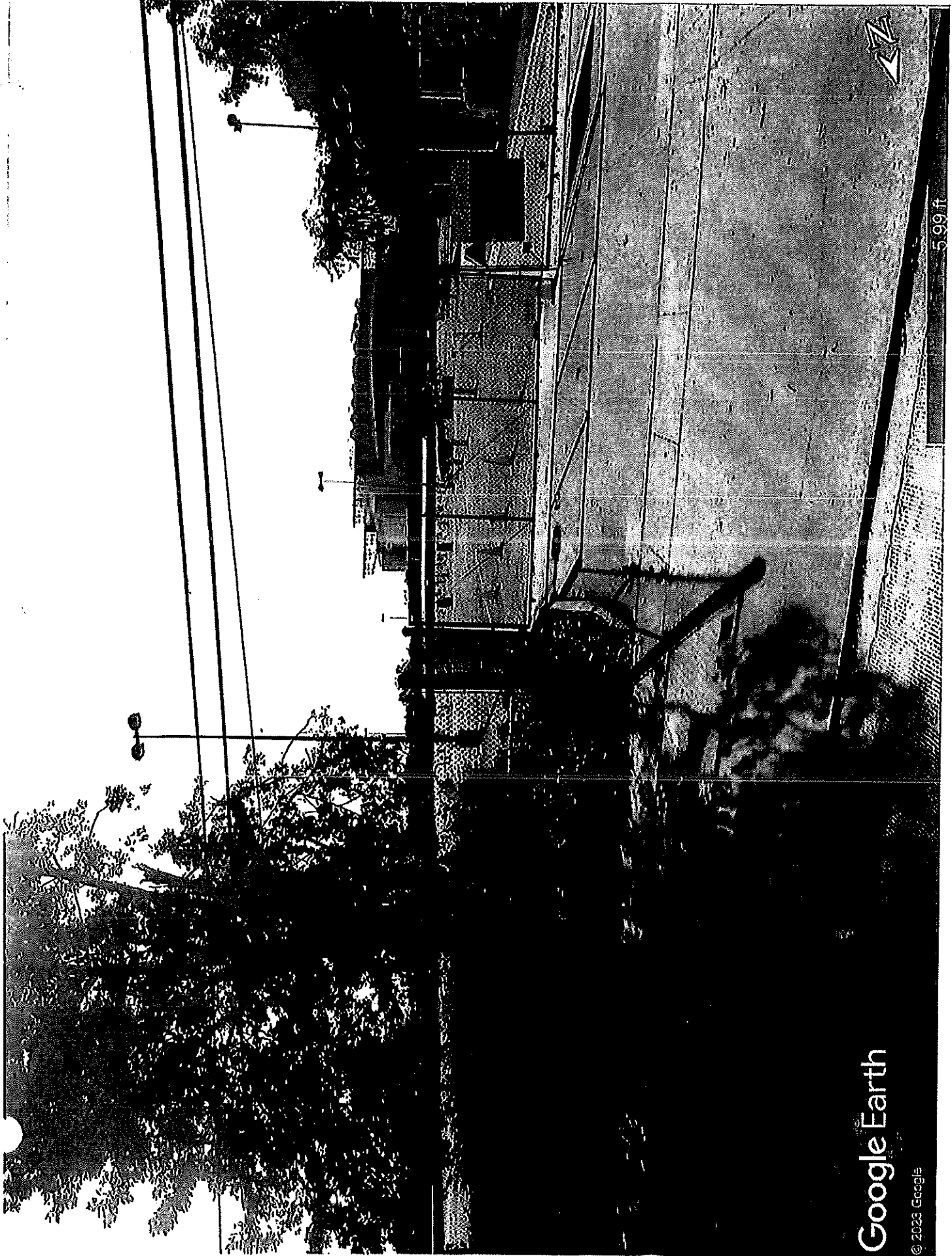




O.

**Photos Depicting the Area where the
Billboard has been removed from**





Google Earth

© 2023 Google

5.99 ft

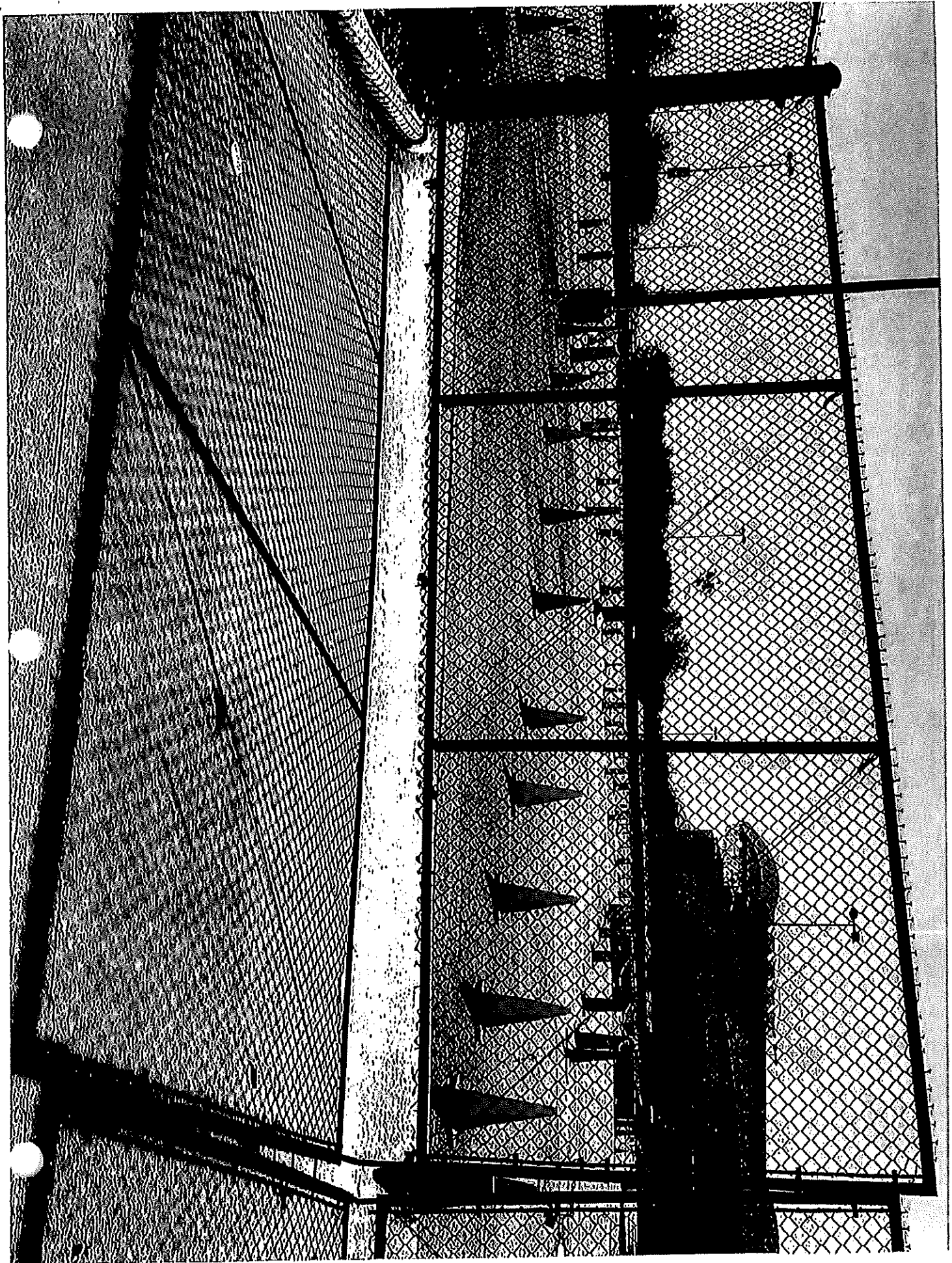






njrg park

Gate 16B
Yellow Lot





P.

**Two(2) sets of Wet Stamped Engineered
Construction Drawings**

WIND CRITERIA 30 psf minimum
DESIGN SUPPORT STEEL @ BASE

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	171,7000
②	25	0.7	35	600	29,000
③	105	0.7	30	2200	77,000
④	63	0.7	30	1300	12,000
				27600	1935,000

$$S \geq \frac{M}{F_b} \geq \frac{1,935,000 \text{ #·ft}}{29,000 \text{ psi}} \geq 759 \text{ in}^3$$

USE EITHER 48" (S50 WALL) OR 42" (S62.5 WALL) BASE PIPE

DESIGN 2ND STAGE STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	1292,000
②	25	0.7	35	600	26,000
③	105	0.7	30	2200	38,000
					1,356,000

$$S \geq \frac{M}{F_b} \geq \frac{1,356,000 \text{ #·ft}}{29,000 \text{ psi}} \geq 561 \text{ in}^3$$

USE EITHER 42" (S50) OR 36" (S62.5) MID-STAGE

DESIGN TOP STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	970,000
②	25	0.7	35	600	3,000
					473,000

$$S \geq \frac{M}{F_b} \geq \frac{473,000 \text{ #·ft}}{29,000 \text{ psi}} \geq 196 \text{ in}^3$$

USE 30" (S50 WALL) FOR TOP STEEL

FOUNDATION DESIGN

$$d = \frac{A}{2} \left(1 + \sqrt{1 + \frac{4.36 P}{A}} \right)$$

$$= \frac{4.89}{2} \left[1 + \sqrt{1 + \frac{4.36(27600)}{4.89}} \right]$$

d = 21.3

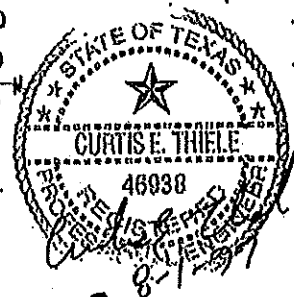
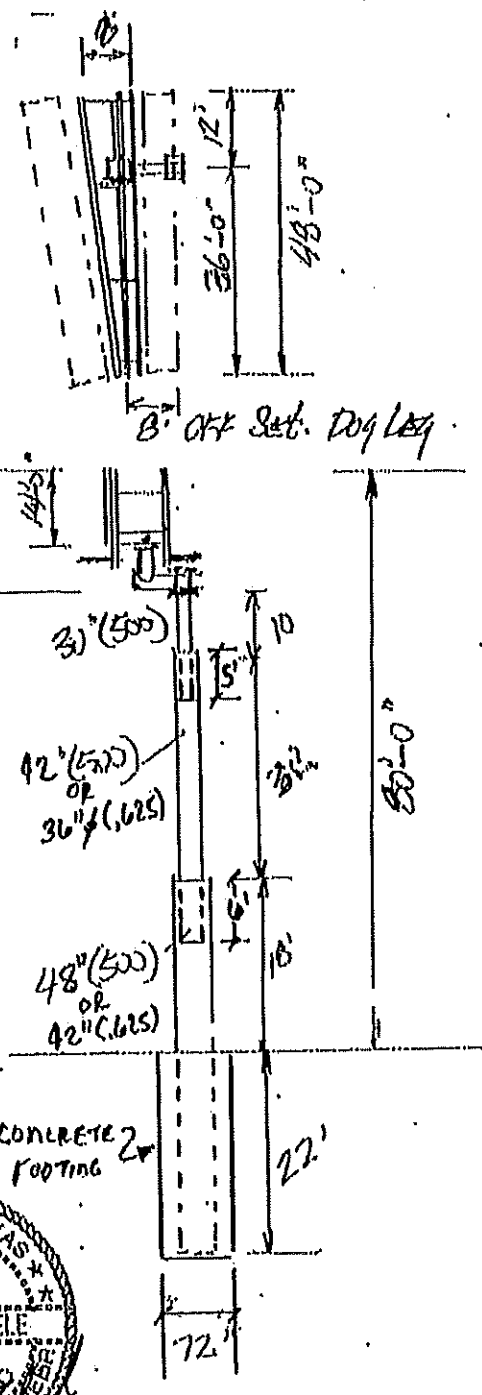
$$A = \frac{2.34 P}{S}$$

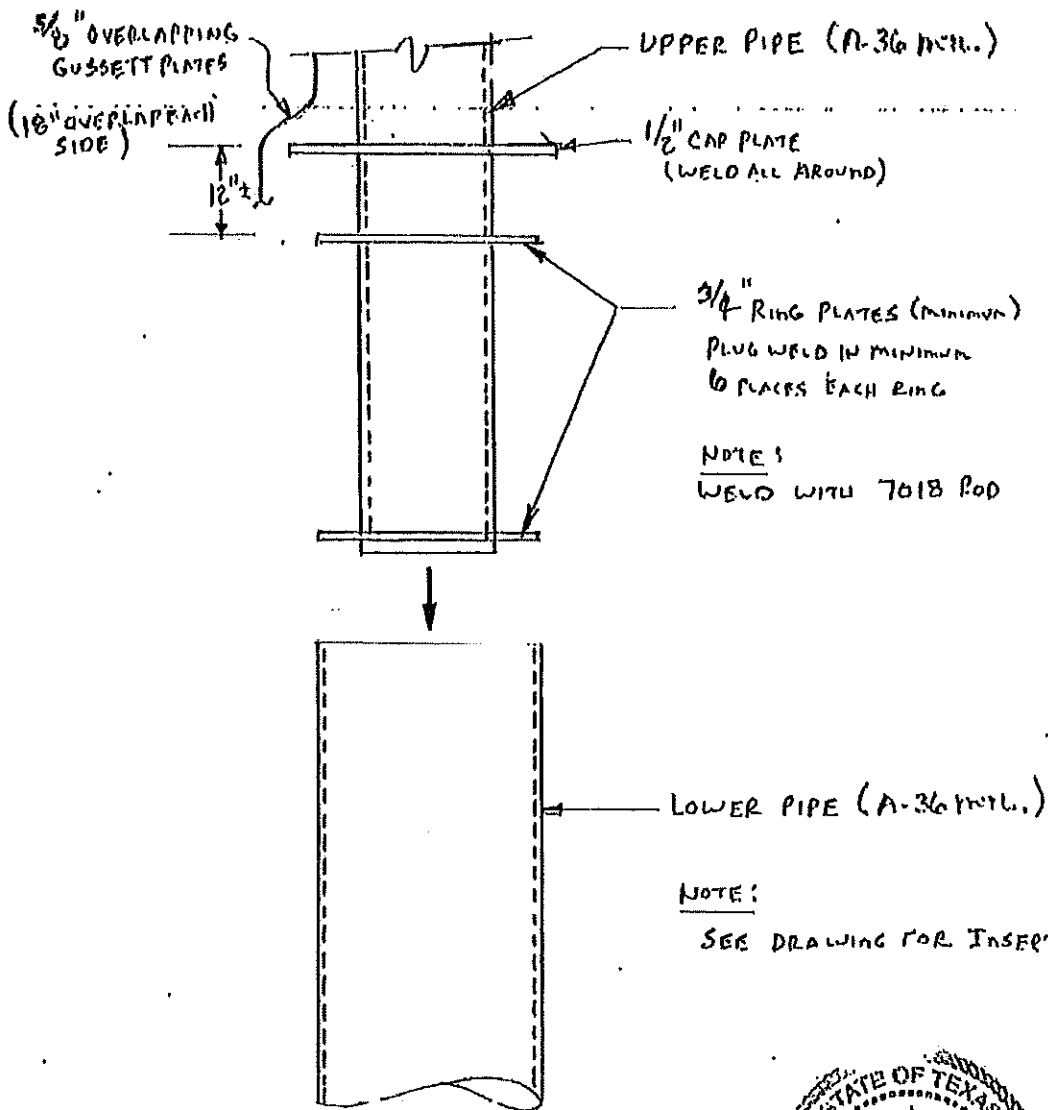
$$= \frac{2.34(27600 \text{ #})}{2200 (6')}$$

A = 4.89

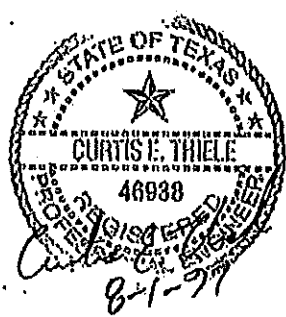
P = 27600 #
b = 72"
S₁ ≈ 2200
h = $\frac{1,935,000 \text{ #·ft}}{27600 \text{ #}} = 66'$

USE CONCRETE FOOTING 72" x 22' DEEP





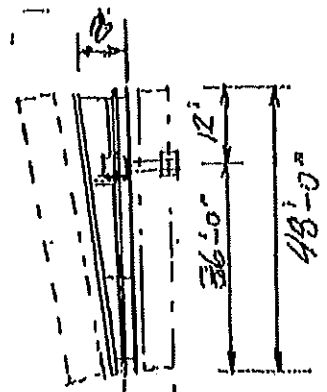
SPLICE DETAIL



WIND CRITERIA 30 psf minimum

DESIGN SUPPORT STEEL @ BASE

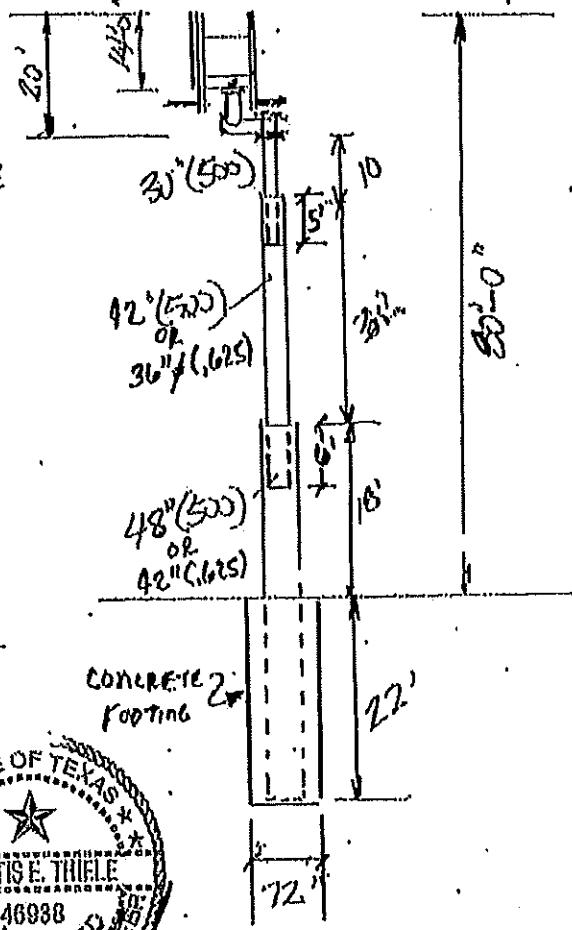
SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	171,7000
②	25	0.7	35	600	29,000
③	105	0.7	30	2200	77,000
④	63	0.7	30	1300	12,000
				27600	1835,000



B' OFF SET. DOG LEG

$$S \geq \frac{M}{F_b} \geq \frac{1,835,000 (12^{1/4})}{29,000 \text{ psi}} \geq 759 \text{ in}^3$$

USE EITHER 48" (500 WALL) OR 42" (625 WALL) BASE PIPE



$S = 876 \text{ in}^3$ $S = 828 \text{ in}^3$

DESIGN 2ND STAGE STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	1292,000
②	25	0.7	35	600	26,000
③	105	0.7	30	2200	39,000
					1,356,000

$$S \geq \frac{M}{F_b} \geq \frac{1,356,000 (12^{1/4})}{29,000 \text{ psi}} \geq 561 \text{ in}^3$$

USE EITHER 42" (500) OR 36" (625) MID-STAGE

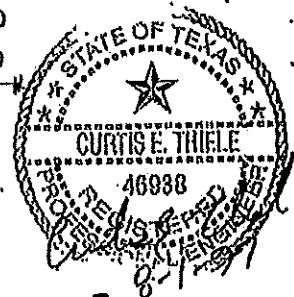
$S = 668 \text{ in}^3$ $S = 603 \text{ in}^3$

DESIGN TOP STEEL

SECTION	AREA (ft ²)	SHAPE FACTOR	Wind (psf)	FORCE #	MOMENT #·ft
①	672	1.0	35	23500	970,000
②	25	0.7	35	600	3,000
					973,000

$$S \geq \frac{M}{F_b} \geq \frac{973,000 (12^{1/4})}{29,000 \text{ psi}} \geq 196 \text{ in}^3$$

USE 30" (500 WALL) FOR TOP STEEL



FOUNDATION DESIGN

$$d = \frac{A}{2} \left(1 + \sqrt{1 + \frac{4.36 T_u}{A}} \right)$$

$$= \frac{4.89}{2} \left[1 + \sqrt{1 + \frac{4.36 (66')}{4.89}} \right]$$

$d = 21.3$

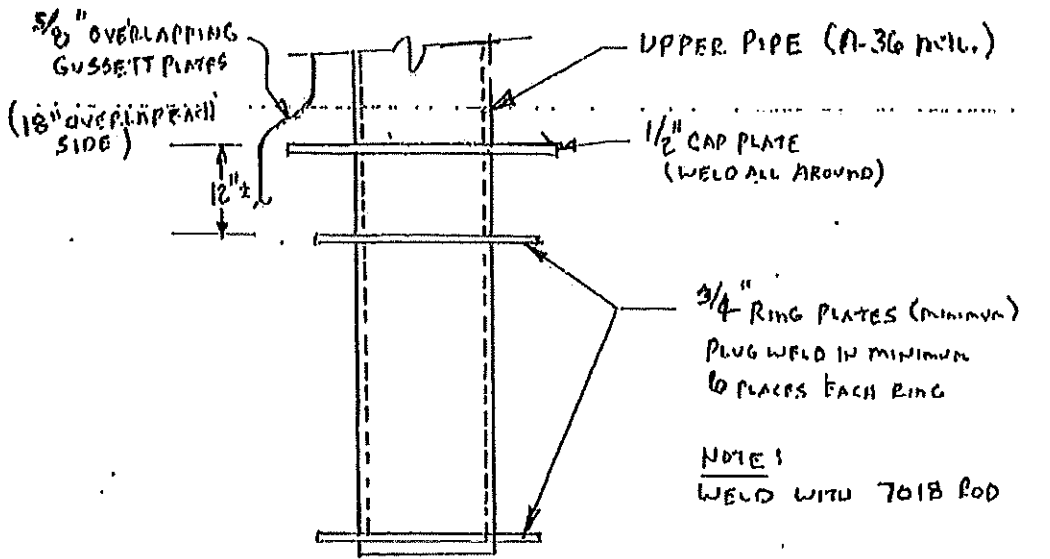
$$A = \frac{2.34 P}{S_1 b}$$

$$= \frac{2.34 (27600 \#)}{22.00 (6')}$$

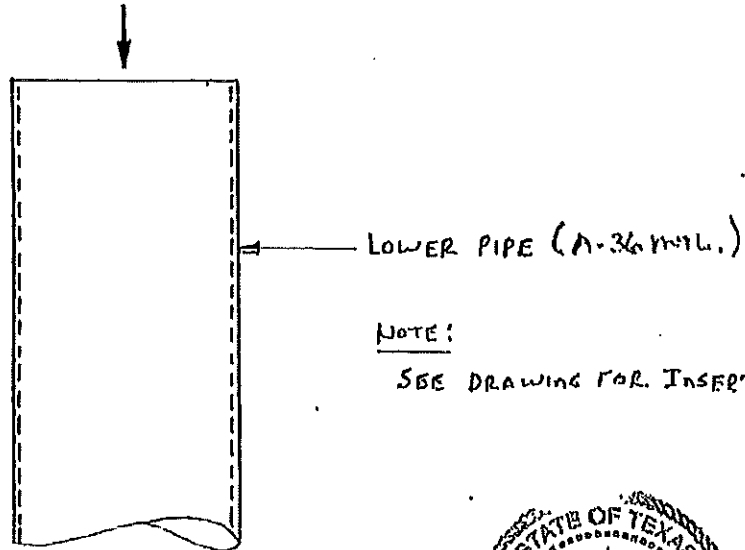
$A = 4.89$

$P = 27600 \#$
 $b = 72"$
 $S_1 \approx 22.00$
 $h = \frac{1,835,000 \text{ in}^3}{27600 \#} = 66'$

USE CONCRETE FOOTING 72" x 22' DEEP



NOTE:
WELD WITH 7018 ROD



NOTE:
SEE DRAWING FOR INSERT DEPTH

SPLICE DETAIL





Q.

**Most Recent Scalable Survey Showing
all Easements and Dimensions**

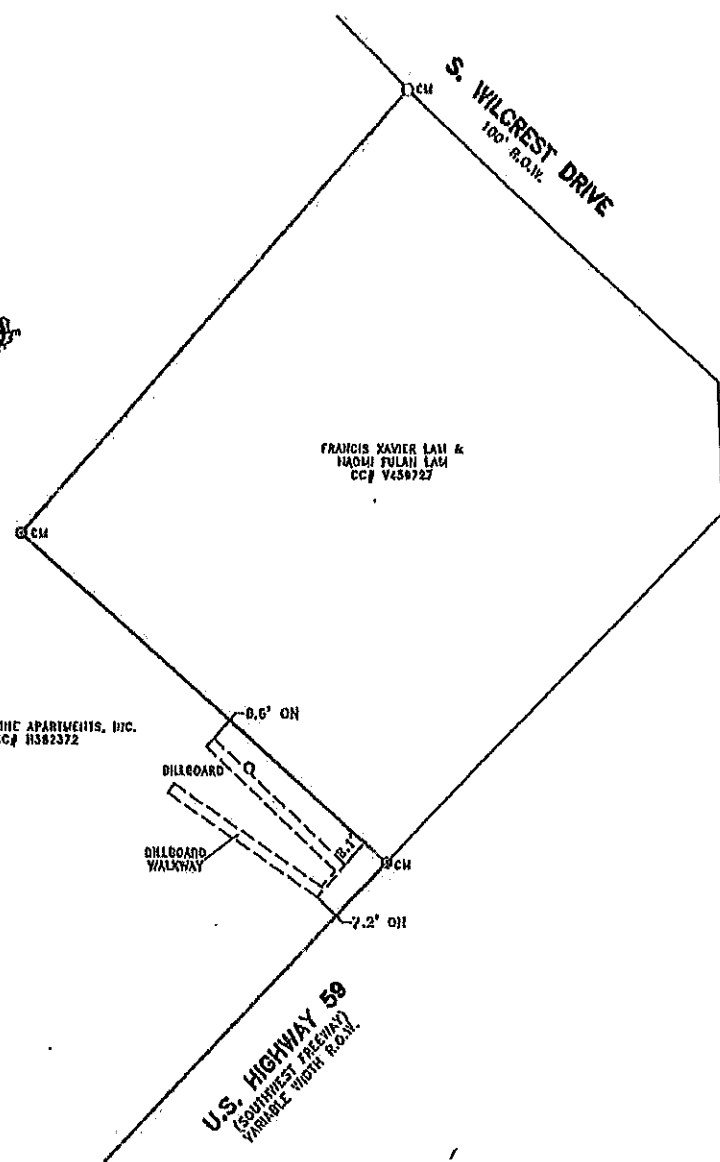


11700 S. Wilcrest Drive

Being a portion of a 3,2078 acre tract of land conveyed to Bellfontaine Apartments, Inc., by deed recorded in Clerk's File No. H382372, Davd Records, Harris County, Texas.

LEGEND

- 1/2" ROD FOUND
- ⊙ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊙ 3/8" ROD FOUND
- ⊙ POINT FOR CORNER
- POINT FOR CORNER
- CU CONTROLLING MONUMENT
- AO AIR CONDUIT
- PC POOL EQUIPMENT
- TK TRANSFORMER PAD
- M COLUMN
- ⊙ POWER POLE
- A UNDERGROUND ELECTRIC
- Δ OVERHEAD ELECTRIC
- TEL TELEPHONE PEDENTAL
- BL BUILDING LINE
- AE EASEMENT
- SSC SANITARY SEWER EASEMENT
- OM GAS METER
- WM WATER METER
- LP LIGHT POLE
- VE UTILITY EASEMENT
- OH OVERHEAD ELECTRIC OVERHEAD
- DES OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE O.B. WIDE TYPICAL
- IRON FENCE
- X BARNED WIRE
- D DOUBLE SWED WOOD FENCE
- // PIPE FENCE
- ▲ EDGE OF ASPHALT
- ▲ EDGE OF GRAVEL
- CONCRETE
- COVERED AREA
- BRICK
- STONE
- WOOD DECK



EXCEPTIONS:

NOTE: This survey is made in conjunction with the information provided by the client, CBO Surveying Texas, LLC. We have not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

NOTES:

NOTES: BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

This survey is made in conjunction with the information provided by Signed Officer. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on the date made a careful and accurate survey on the ground of the subject property, the plat herein is a correct and accurate representation of the property lines and dimensions as so indicated location and type of buildings are as shown and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Date: _____

Accepted by: _____ Purchaser

Accepted by: _____ Purchaser

Drawn By: TO

Scale: 1" = 30'

Date: 10/22/2024

Of No.: N/A

Job No.: 2416810

CBG
SURVEYING & REALTY, LLC

410 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.349.8483
F 281.349.2218
Fax No. 10194280
www.cbgsurvey.com





R.

**Money in the A.P.A. to Cover all Permit
Costs**



S.

Removal Bond

Reference Section 4617 (a) (10) a,b, or c



Effective Date: October 15th, 2024

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72683664

That we, Sign Ad, Inc.

of Houston, State of TX, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Texas, as Surety, are held and firmly bound unto the

City of Houston, State of Texas, as Obligee, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Sign Relocation by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until October 15th, 2025, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 21st day of October, 2024.

SIGN AD, INC. Principal

Principal
WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sign Relocation City of Houston

bond with bond number 72683664

for Sign Ad, Inc.

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

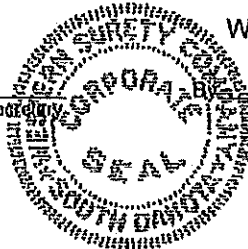
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 21st day of October, 2024.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of October, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder:

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAO § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at 1-805-336-0850
Toll-free: 1-800-331-6053

Email: uwservices@onasurety.com
Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al 1-805-336-0850
Teléfono gratuito: 1-800-331-6053

Correo electrónico: uwservices@onasurety.com
Dirección postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



T.

**Ten(10) Year Agreement
Section 4617 (a) (10) a,b, or c**

**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 Sign AD, LTD. (hereinafter collectively referred to as "the Sign Owner") and Dell Fortonia Apartments, Inc. (hereinafter collectively referred to as "the Landowner").¹

WITNESSETH:

WHEREAS, the Sign Owner represents that it is the owner of those certain signs ("the signs") 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 signs 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 signs are to be altered or relocated, said tract or parcel of land being known as 11700 South Wilcrest, Houston, TX 77099, 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 special permits by the City under the terms of the Ordinance authorizing the alteration or relocation of the signs, the Sign Owner and the Landowner agree to remove the signs 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 signs as altered or relocated under the special permits.

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 sub-lease 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.

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 signs if the signs are 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 signs 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 signs in the event that the Sign Owner fails to do so in a timely manner and that if the City elects to remove the signs, 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 signs to be removed, then all materials shall be property of the City upon their removal.

The parties agree that the obligation outlined herein are administrative and regulatory as well as contractual in nature, and as such, the City has the right to utilize any administrative or regulatory remedies, as well as contractual remedies, available to it in enforcing the terms of this Agreement for the failure of Sign Owner to remove the signs, including but not limited to the issuance of citations under the City of Houston Building Code. The City reserves the right to pursue an action for specific performance under this Agreement or to seek an injunction in the event that the Sign Owner fails to remove the signs in accordance with the terms and conditions herein. Such rights shall not be deemed to have been waived if at any time the City elects not to pursue a legal remedy available to it under the applicable law.

Sign Owner hereby waives any current or future claims relating to the compensability of the signs or entitlement to the relocation assistance benefits from or by the City. The parties agree that the removal of the signs in accordance with this Agreement and the Ordinance does not constitute inverse condemnation in violation of the Fifth Amendment to the United States Constitution and Article I, Section 17 of the Texas Constitution. The Sign Owner, Landowner and Lien holders each hereby waive any current or future inverse condemnation claims against the City relating to the signs or the property on which the signs are located.

ARTICLE IV

The Landowner represents that it is exclusive owner of the property described in "Exhibit B". The Landowner further represents that the following persons, and no others, have liens upon the property described in Exhibit "B": _____ (the "Lien holder(s)"). The Lien holders 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 signs unless the liens are made expressly subject to all removal rights conferred under this Agreement.

ARTICLE V

(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 signs 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 signs and real property.

(4) SIGN OWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIMS IN WHICH THE CITY IS ALLEGED OR FOUND TO BE JOINTLY NEGLIGENT.

(5) If any part of this Agreement is for any reason found to be invalid or otherwise unenforceable, such invalidity or unenforceable shall not nullify remainder of the Agreement.

(6) All notices to any party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. Notice must be addressed to the party to whom notice is given at its local mailing address or other address the receiving party previously designated. Postage or delivery charges must be paid by the party giving the notice.

(7) The rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future.

(8) Each of the parties to this Agreement agrees to be responsible for only its own attorneys' fees, costs and expenses.

(9) This Agreement shall inure to the benefit of the parties hereto, and to their respective agents, employees, employers, representatives, heirs, successors and assigns.

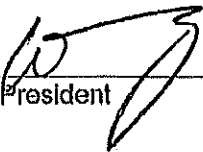
(10) This Agreement shall be effective upon the date of its counter signature by the City Controller.

(11) 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.

(12) Upon execution and counter signature, this Agreement may be recorded in the Harris County Property Records by the City.

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

ATTEST:

By: 
President

SIGNAD, LTD
Name of Sign Company

By: Wes Gilbreath
Printed Name of President

ATTEST:

By: 
Signature of Landowner

BellHartford Assoc, Inc.
Name of Landowner
Robert M. ...

By: _____
Printed Name of Landowner

ATTEST:

By: _____
Title

Name of Lienholder

By: _____
Printed Name of Signor/Lienholder

ATTEST:

By: _____
City Secretary

By: _____
Mayor

APPROVED:

By: _____
Assistant City Attorney
City of Houston
Legal Department

COUNTERSIGNED:

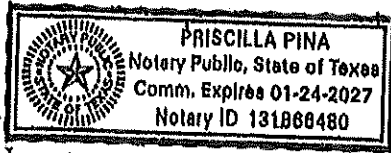
By: _____
City Controller

Date: _____

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

THE STATE OF TEXAS §
COUNTY OF Harris §

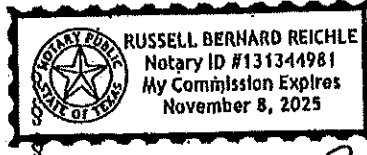
The foregoing instrument was acknowledged before me by Wes Gilbreath Jr.
on this 28 day of October, 2024.



[Signature]
Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF Harris



The foregoing instrument was acknowledged before me by Robert McKezre
on this 12 day of November, 2024.

[Signature]
Notary Public, State of Texas

Printed Name: Russell Bernard Reichle
My Commission Expires: 11/8/25

THE STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____
on this _____ day of _____, 20____.

Notary Public, State of Texas

Printed Name: _____
My Commission Expires: _____

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

10 Year Agreement
SA Form 06-28-10

Attachment to
Agreement for Relocated Off-Premise Signs
Pursuant to the Houston Sign Code

Sign Company Name: Sign A, LTD

Proposed Location: 11700 Wilcrest
Houston, Texas

EXHIBIT "A"
Sign Descriptions

Face Size: 14' x 48'

Height Above Grade: 80'

Number of Faces: 2

Number of Poles: 1

Material: Vinyl

Configuration: V-shape

Illumination: Yes

EXHIBIT "B"
Legal Description

TR 3U ABST 651 L ROARK

11700 South Wilcrest Drive
Houston, Texas 77099

HARRIS CENTRAL APPRAISAL DISTRICT
 REAL PROPERTY ACCOUNT INFORMATION
 0441040000099

Tax Year: 2024



Owner and Property Information

Owner Name & Address: **BELFONTAINE APTS INC
 % BOB MCKENZIE
 3902 W MAIN ST
 HOUSTON TX 77027-6340**

Legal Description: **TR 3U
 ABST 651 L ROARK**
 Property Address: **11700 S WILCREST DR
 HOUSTON TX 77099**

Exemption Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map [®]
F1 -- Real, Commercial	8002 -- Land Neighborhood Section 2	C	0	142,441 SF	38,500	38,400	9264	5015 -- Southwest	4952A	569C

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/19/2024	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2023 Rate	2024 Rate
None	008	ALIEF ISD		Certified: 08/16/2024	0.986700	1.047601
	040	HARRIS COUNTY		Certified: 08/16/2024	0.350070	0.385291
	041	HARRIS CO FLOOD CNTRL		Certified: 08/16/2024	0.031050	0.048971
	042	PORT OF HOUSTON AUTHY		Certified: 08/16/2024	0.005740	0.006151
	043	HARRIS CO HOSP DIST		Certified: 08/16/2024	0.143430	0.163481
	044	HARRIS CO EDUC DEPT		Certified: 08/16/2024	0.004800	
	048	HOU COMMUNITY COLLEGE		Certified: 08/16/2024	0.092231	
	061	CITY OF HOUSTON		Certified: 08/16/2024	0.519190	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's Information center at 13013 NW Freeway.**

Valuations

	Value as of January 1, 2023		Value as of January 1, 2024	
	Market	Appraised	Market	Appraised
Land	1,424,410		1,424,410	
Improvement	1,519,357		1,577,650	
Total	2,943,767	2,943,767	3,002,060	3,002,060

Land

Market Value Land

Parcel	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8002 -- Land Neighborhood Section 2	4344	SF	142,441	1.00	1.00	1.00	--	1.00	10.00	10.00	1,424,410.00

Building

Building	Year Built	Remodeled	Type	Style	Quality	Impr Sq Ft	Building Details
1	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	32,500	Displayed
2	1979	2006	Strip Shopping Center	Neighborhood Shopping Ctr	Average	6,000	View

Building Details (1)

Building Data	
Element	Detail
Cooling Type	Central / Forced
Functional Utility	Avg/Normal
Heating Type	Hot Air
Partition Type	Normal
Physical Condition	Avg/Normal
Plumbing Type	Adequate
Sprinkler Type	None
Exterior Wall	Brick / Concr Block
Economic Obsolescence	Normal

Building Areas	
Description	Area
CNPY ROOF W/ SLAB -C	8,154
BASE AREA PRI	32,500

Wall Height	14
Store Front: Metal	1
Interior Finish Percent	100

Extra Features

Line	Description	Quality	Condition	Units	Year Built
1	CANOPY ROOF AND SLAB	Average	Average	7,067.00	1979
2	CANOPY ROOF AND SLAB	Average	Average	1,500.00	1979
3	Paving - Asphalt	Average	Average	92,000.00	1979

Spacing - I-69 S/O 11700 Wilcrest Drive

Write a description for your map.



EXHIBIT

6

CITY OF HOUSTON PUBLIC WORKS & ENGINEERING DEPARTMENT
BUILDING PERMIT CARD **POST THIS CARD ON JOB**

DO NOT OCCUPY BUILDING WITHOUT CERTIFICATE OF OCCUPANCY

FOR INSPECTIONS CALL	BLDG. INSP.	754-0200	OCCUP. INSP.	754-0330
	ELECT. INSP.	754-0300	OCCUP. RECORDS	754-0364
	BOILER A/C	754-0255	PLBG. INSP.	754-0220
	MOBILE HOMES	754-0250	PLAN CHECKING	754-0400

DATE 09/26/97	RECEIPT NO. 1988280	PROJ. TYPE	PROJECT NO. 97022093
OCCUPANT *SIGN AD INC.	SPRINKLERS % TYPE		
ADDRESS 11700 WILCREST DR	SPACE BILLB	TID NO.	
CITY HOUSTON	ZIP CODE 77099	COUNTY HARRIS	BLOGS UNITS STORY
APPLICANT SIGN,	UC. NO. 00002000	PHONE 713-861-6023	
USE E1 2F 1P 48X14X80 ILLUM 10 YEAR RELOCATION BILLBOARD	APR CHRG \$269.26		

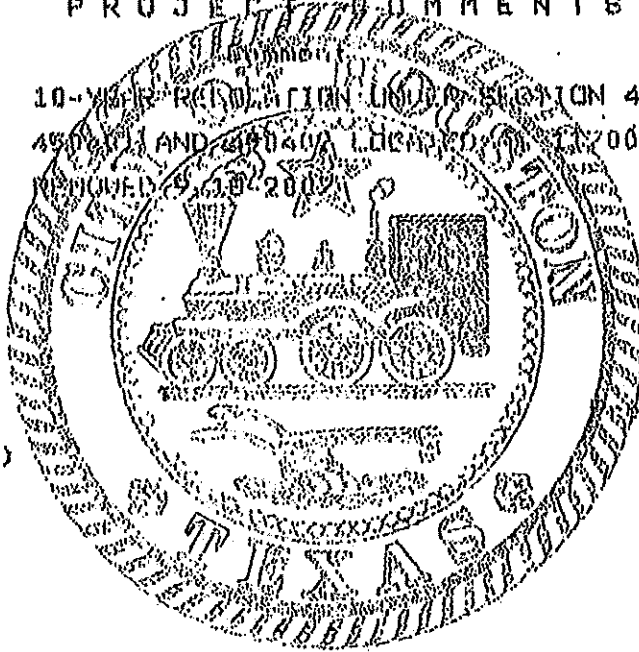
MULTIPLE PERMIT
PROJECT COMMENTS

Date Department
 09/25/97 SIGNB
 09/25/97 SIGNB
 09/25/97 SIGNB
 SIGN ELEC INST

10-YEAR RELOCATION UNDER SECTION 4617. OLD LOG NUMBERS
 450711 AND 490404 LICENSED BY 11700 FM#29. SIGN TO BE
 REMOVED 9/30/2009

1 MLS/1-50 KW
 SIGN CONSTRUCT

TOTAL FEE	10.00
Permit Fee	10.00
	10.00
TOTAL FEE	259.26
Permit Fee	259.26
Processing Fee	9.00
	250.26



672 OFF PREM(SQFT)

Any structural work authorized by this permit is issued based on an affidavit stating that the work above does not violate any applicable deed restrictions. If anyone believes that this work may violate deed restrictions, call 655-0133.

INSPECTION RECORD

DATE & TIME FOOTINGS:	DATE & TIME FOUNDATION:	DATE & TIME PLUMBING GROUND IN:	DATE & TIME SEWER:
DATE & TIME UNDERSLAB ELECTRIC:	DATE & TIME OTHER:		
POUR NO CONCRETE UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME STRUCTURAL FRAMING:	DATE & TIME PLUMBING ROUGH-IN:	DATE & TIME ELECTRICAL ROUGH-IN:	
DATE & TIME BOILER-A/C DUCT-VENTS-UNIT:	DATE & TIME GAS:	DATE & TIME OTHER:	
COVER NO WORK UNTIL ABOVE IS APPROVED WHEN APPLICABLE			
DATE & TIME FOUNDING FINAL:	DATE & TIME ELECTRICAL FINAL:	DATE & TIME PLUMBING FINAL:	
DATE & TIME HEATING FINAL:	DATE & TIME AIR CONDITIONING FINAL:	DATE & TIME SIGNS FINAL:	
DATE & TIME SIDEWALK-D.W. FINAL:	DATE & TIME OTHER:		

EXHIBIT
7

S655560

4-93-0958

09/25/97 200503777 6655560

\$23.00

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

C 38234 (1/1)

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 SignAd, Inc. (hereinafter collectively referred to as "the Sign Owner") and Bellfontaine Apartments Inc. (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 11700 Wilcrest (Southwest Fwy.) Houston, 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.

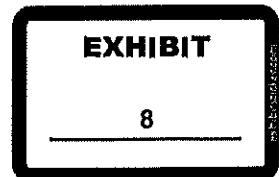
ARTICLE II

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.



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, then 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": Kansas City Life Insurance Company (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:

SignAd, Inc.
(Name of Sign Owner)

10/11

By: *Elliott Silbersath*
Corporate Secretary
ELLIOTT SILBERSATH

By: *[Signature]*
Title President
Wes Gilbreath, Jr.

ATTEST:

Bellfontaine Apartments Inc.
(Name of Landowner)

10/11

By: *[Signature]*
Corporate Secretary

X By: *[Signature]*
Title Robert Mc Kinzie, Jr.

ATTEST:

Kansas City Life Insurance Company
(Name of Lienholder)

10/11

By: *[Signature]*
Asst. Corporate Secretary
Irene Sheehy

By: *[Signature]*
Title Sr. Vice President
Charles R. Duffy, Jr.

By: *[Signature]*
City Secretary

By: *[Signature]*
Bob Lanier, Mayor

APPROVED:

COUNTERSIGNED:

By: *[Signature]*
Assistant City Attorney
City of Houston
Legal Department

By: *[Signature]*
City Controller

Date: 9-18-97

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

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared Robert McKENZIE, Sr., 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 30TH day of APRIL, 1997.

 MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1998
Mark A. Ritter
Notary Public in and for ~~the State of~~ Harris, Texas

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared Robert McKENZIE, Jr., 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 30TH day of APRIL, 1997.

 MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1998
Mark A. Ritter
Notary Public in and for ~~the State of~~ Harris, Texas

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared Wes GILBREATH, Jr., 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 30TH day of APRIL, 1997.

 MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1998
Mark A. Ritter
Notary Public in and for ~~the State of~~ Harris, Texas

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared Elliot L. GILBREATH, 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 30TH day of APRIL, 1997.

 MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1998
Mark A. Ritter
Notary Public in and for ~~the State of~~ Harris, Texas

STATE OF ~~TEXAS~~ MISSOURI
COUNTY OF JACKSON

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of August, 1997.

Marilynn J. Gosling
Notary Public in and for The State of ~~Texas~~ Missouri

MARILYNN J. GOBLING
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 8, 1998

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1997.

Notary Public in and for The State of Texas

Attachment to
Agreement for Relocated Off-Premise Sign
Pursuant to the Houston Sign Code

514-93-0963

SignAd, Inc.

Proposed Location: 11700 Wilcrest (Southwest Fwy.), Houston, Texas

EXHIBIT "A"
Sign Description

Face Size: 14' X 48'
Height: 80'
Number of Faces: 2
Number of Poles: 1
Material¹: Steel
Configuration²: V-shaped, Off-set
Illumination³: External Illumination

1. Steel, Wood, I-beams or Wide Flange.
2. Back to Back, V-shaped, Flag mounted, Staged.
3. Externally illuminated, non-illuminated, neon.

514-93-0964

010-87-1867

EXHIBIT "B"

Being that certain 3.2618 acres of land located in the Leo Rorh Survey, A-651, Harris County, Texas and more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod marking the most southeasterly cut-back corner for the intersection of the north right-of-way of the Southwest Freeway with the west right-of-way line of Wilcrest Drive;

THENCE S 43° 57' 32" W, with said north right-of-way 130.00 feet to a 5/8" iron rod for corner marking the POINT OF BEGINNING;

THENCE with said north right-of-way S 43° 57' 32" W, 157.00 feet to a 5/8" iron rod for corner;

THENCE N 46° 02' 28" W, leaving said right-of-way 516.51 feet to a point for corner;

THENCE N 43° 57' 32" E, 361.39 feet to a 5/8" iron rod for corner on the west right-of-way of Wilcrest Drive;

THENCE with said west right-of-way 349.82 feet along the arc of a curve to the left, said curve having a radius of 2,248.41 feet and a central angle of 08° 20' 01" to a 5/8" iron rod for corner;

THENCE leaving with said right-of-way S 43° 57' 32" W, 156.30 feet to a 5/8" iron rod for corner;

THENCE S 46° 02' 28" E, 170.00 feet to the POINT OF BEGINNING and containing 3.2678 acres (142,346 square feet) of land.

[Handwritten Signature]
SIGN ADMINISTRATION
10 YEAR RELOCATION
2000 S.W. HWY. 371211
HOUSTON, TX 77058

[Handwritten Initials]

S655560

04-93-0958

09/25/97 200303777 8655560

123.00

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

(38234)

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 SignAd, Inc. (hereinafter collectively referred to as "the Sign Owner") and Bellfontaine Apartments Inc.¹ (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 11700 Wilcrest (Southwest Fwy.) Houston, 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.

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, then 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": Kansas City Life Insurance Company (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:

SignAd, Inc.
(Name of Sign Owner)

By: *Elliot Gilbreath*
Corporate Secretary
ELLIOT GILBREATH

By: *[Signature]*
Title President
Wes Gilbreath, Jr.

ATTEST:

Bellfontaine Apartments Inc.
(Name of Landowner)

By: *[Signature]*
Corporate Secretary

XBy: *[Signature]*
Title Robert McKinzie, Jr.

ATTEST:

Kansas City Life Insurance Company
(Name of Lienholder)

By: *[Signature]*
Asst. Corporate Secretary
Irene Sheehy

By: *[Signature]*
Title Sr. Vice President
Charles R. Duffy, Jr.

By: *[Signature]*
City Secretary

By: *[Signature]*
Bob Lanier, Mayor

APPROVED:

COUNTERSIGNED:

By: *[Signature]*
Assistant City Attorney
City of Houston
Legal Department

By: *[Signature]*
City Controller

Date: 9-18-97

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

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared ROBERT MCKENZIE, Sr., 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 30TH day of APRIL, 1997.



MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1999

Mark A. Ritter
Notary Public in and for THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared ROBERT MCKENZIE, JR., 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 30TH day of APRIL, 1997.



MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1999

Mark A. Ritter
Notary Public in and for THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared WES GILBREATH, JR., 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 30TH day of APRIL, 1997.



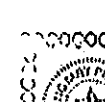
MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1999

Mark A. Ritter
Notary Public in and for THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally, appeared ELLIOT L. GILBREATH, 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 30TH day of APRIL, 1997.



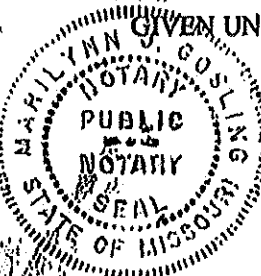
MARK A. RITTER
Notary Public, State of Texas
My Commission Expires 10-01-1999

Mark A. Ritter
Notary Public in and for THE STATE OF TEXAS

STATE OF ~~TEXAS~~ MISSOURI
COUNTY OF JACKSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of August, 1997.



Marilynn J. Gosling
Notary Public in and for The State of ~~Texas~~ Missouri

MARILYNN J. GOSLING
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires March 8, 1998

STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 1997.

Notary Public in and for The State of Texas

Attachment to
Agreement for Relocated Off-Premise Sign
Pursuant to the Houston Sign Code

514-93-0963

SignAd, Inc.

Proposed Location: 11700 Wilcrest (Southwest Fwy.), Houston, Texas

EXHIBIT "A"
Sign Description

Face Size: 14' X 48'
Height: 80'
Number of Faces: 2
Number of Poles: 1
Material¹: Steel
Configuration²: V-shaped, Off-set
Illumination³: External Illumination

1. Steel, Wood, I-beams or Wide Flange.
2. Back to Back, V-shaped, Flag mounted, Staged.
3. Externally illuminated, non-illuminated, neon.

514-93-0964

010-87-1867

EXHIBIT "B"

Being that certain 3.2678 acres of land located in the Leo Rook Survey, A-831, Harris County, Texas and more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod marking the most southeasterly cut-back corner for the intersection of the north right-of-way of the Southwest Freeway with the west right-of-way line of Wilcrest Drive;

THENCE S 43° 57' 32" W, with said north right-of-way 130.00 feet to a 5/8" iron rod for corner marking the POINT OF BEGINNING;

THENCE with said north right-of-way S 43° 57' 32" W, 157.00 feet to a 5/8" iron rod for corner;

THENCE N 46° 02' 28" W, leaving said right-of-way 816.51 feet to a point for corner;

THENCE N 43° 57' 32" E, 361.39 feet to a 5/8" iron rod for corner on the west right-of-way of Wilcrest Drive;

THENCE with said west right-of-way 349.82 feet along the arc of a curve to the left, said curve having a radius of 2,268.41 feet and a central angle of 08° 28' 01" to a 5/8" iron rod for corner;

THENCE leaving with said right-of-way S 43° 57' 32" W, 158.30 feet to a 5/8" iron rod for corner;

THENCE S 46° 02' 28" E, 170.00 feet to the POINT OF BEGINNING and containing 3.2678 acres (142,346 square feet) of land.

[Handwritten signature]

SIGN ADMINISTRATION
10 YEAR RELOCATION
2600 S.W. FWY. STE 211
HOUSTON, TX 77098

[Handwritten initials]

Amount: \$10,000

Bond No. TX2061570-00

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Sign Ad, Inc., a Texas corporation as Principal, and Universal Surety of America, that is authorized to transact business in Texas, whose bonding office is situated at 950 Echo Lane, Houston, as Surety, are held firmly bound unto the CITY OF HOUSTON, a Municipal Corporation of the State of Texas, as Obligeo, in the full and just sum of TEN THOUSAND AND 00/100 (\$10,000) DOLLARS lawful money of the United States. The Principal and the Surety bond themselves, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal wishes to enter into an Agreement for Removal of Relocated Off-Premise Sign Pursuant to City Of Houston Sign Code (the "Agreement") with the City of Houston, as Obligeo, guaranteeing that this Principal will, pursuant to the Agreement remove the off-premise sign from the property at 11700 Wilcrest in Houston, Texas that is described in the Agreement by the expiration of one hundred twenty (120) months from the issuance of a special relocation permit pursuant to Section 4617 of the Building Code of the City of Houston, Texas and further guaranteeing in the event of the failure of the Principal to so remove the sign by the said time that the Surety will reimburse the Obligeo for all costs reasonably incurred by the Obligeo in removing the sign, not to exceed the aforesaid sum of \$10,000.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall carry out the terms of the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect. FURTHERMORE, the rights of the Obligeo hereunder are subject to the Agreement, and the Surety shall have no obligation hereunder to any person or entity other than the named Obligeo herein.

SIGNED, SEALED AND DATED THIS 29th day of April, 1997.

Sign Ad, Inc., Principal

ATTEST: East Gilbreath

BY: Brett Gilbreath

Dir.

SURETY: Universal Surety of America

ATTEST: Gracie Ulrey

BY: Gracie Ulrey, Attorney-in-Fact

GA10YRBOND.WPD
Revised 4-21-97

UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 • Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Agency Information

2001550
Brady, Chapman, Holland & Assoc.

OPAN

TX 2061570 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Grace Ulrey
Timothy J. Brady

Edwin Chapman

Lonnie Holland
Rita Bridgeford

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed \$250,000.00 unless such is accompanied by letter of authority signed by the President, Secretary or Executive Vice President of Universal Surety of America.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the stated limitations, and such authority is to continue in force until 12/31/97. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"Be It Resolved, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 15th day of April, A.D., 1995.

UNIVERSAL SURETY OF AMERICA

State of Texas

SS:

County of Harris



John Knox, Jr.

President

On this 15th day of April, in the year 1995, before me, Rhonda K. Wilke, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation herein named and acknowledged to me that the corporation executed it.



Rhonda K. Wilke

Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in effect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 29th day of April, 1997.

Amy Wilkey

Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may telephone (713) 722-4600.

1551-1600/050

C70239
2015-0254

AGREEMENT

BETWEEN

The City of Houston, Texas and

SignAd, Ltd.

HOU:3516450.1



THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This Agreement, made and entered into by and between the City of Houston, a municipal corporation and home-rule city of the State of Texas, principally situated in Harris County ("City"), and SignAd, Ltd. ("SignAd").

WITNESSETH:

WHEREAS, SignAd has been operating off premise advertising signs as a licensed company within the City of Houston as required by Section 4606 of Chapter 46 of the City of Houston Building Code ("Sign Code"); and

WHEREAS, the City, through its Houston Sign Code and Office of Sign Administration, seeks to ensure public safety, fair business dealings, compliance and transparency; and

WHEREAS, SignAd respects the City's efforts to reduce the total number of off-premise signs within its jurisdiction, and the City and SignAd have agreed to amicably resolve all pending issues between the parties regarding certain existing SignAd off-premise signs within the City's jurisdiction; and

WHEREAS, the City has agreed to waive all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of licenses per Section 4604(c)(4), for currently expired signs; and

WHEREAS, the City and SignAd have agreed to their respective duties and obligations contained in the Agreement, including the timely voluntary removal of signs as described in Exhibit "A", and the operation, maintenance, repair, and extension of existing signs as described in Exhibit "B";

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

REMOVALS

1. SignAd hereby agrees to remove the SignAd sign structures described in attached Exhibit A ("the Removal Signs") pursuant to the schedule specified in Section 4.

EXTENSIONS

2. Notwithstanding any limitation period in Building Code, Chapter 46, Section 4617, the City hereby agrees to and provides extensions for the operation, use and enjoyment of the SignAd sign structures described in attached Exhibit B ("Extension Signs"). Such extensions are twenty years from the original expiration dates of the special permit for these structures, as set forth on Exhibit B.

RELOCATION OF SIGN NO. 70251

3. Sign number 70251, formerly located at 7955 ½ Katy Freeway, can be replaced at that location by SignAd and will be permitted to remain at that location for six years from the date of completion of the erection of the sign, should Sign Administration confirm that such complies with all applicable provisions of the Sign Code. Should Sign Administration determine that the sign cannot be located at that location or should SignAd elect to relocate the sign, Sign Administration shall review any relocation permit application for sign number 70251 under Section 4617 of the City's Sign Code. If Sign Administration determines that the application for relocation complies with all applicable provisions of the Sign Code, the sign can be relocated for six years from the date of the completion of the erection of the sign. If the sign is not relocated pursuant to this section on or before March 1, 2021, then SignAd's right to relocate the sign shall automatically terminate.

SCHEDULE OF REMOVALS

4. SignAd shall remove the Removal Signs described in Exhibit A on the following schedule: (1) Sign Nos. 28 – 30 (Ten Year Relocation Signs with Expired Permits) will be removed on or before April 30, 2015; and (2) commencing May 1, 2015, and concluding June 30, 2016, all other Removal Signs (starting with Sign Nos. 31-44 and concluding with Sign Nos. 1-27) will be removed with no less than two such signs removed each month. All the Removal Signs structures shall be dismantled and removed by SignAd entirely at its expense and all related permits shall be deemed void and extinguished as of the date of removal. SignAd shall provide written notice to the Director of the City's Sign Administration Department when each removal has been completed. Such notification shall be delivered by SignAd within five (5) days after each removal, and shall include before and after photographs of each removal site.

FAILURE OF REMOVAL

5. If SignAd fails to timely remove any of the Removal Signs on the schedule specified in this Agreement, the City shall provide written notice to SignAd, and, in the event SignAd does not cure such failure within thirty days of such notification, then all the extensions described in Section 2 shall immediately terminate and SignAd shall promptly remove the sign structures described in such Section.

WAIVER OF PENALTIES AND FUTURE APPLICATION OF SIGN CODE

6. The City waives all fees related to violations and penalties, pursuant to Building Code, Chapter 46, Section 4604(d), and bonds as outlined in Section 4617(10), and revocation of license per Section 4604(c)(4), for currently expired signs.

7. SignAd shall timely obtain renewal operating permits as required under the Sign Code for each Extension Sign, and shall continuously maintain and repair each Extension Sign in accordance with the maintenance, safety, and structural requirements of Section 4607(a) and (b) and 4609(a), (b), (c), (d), (g), (h), and (o) of the Sign Code. This Agreement shall not be construed to release SignAd from compliance with any provision of the Sign Code, except as necessary to fulfill the terms of this Agreement.

INTERPRETATION OF SIGN CODE

8. The City agrees that, commencing on the Effective Date of this Agreement, a special permit issued pursuant to Sign Code Section 4617(10), shall not be deemed to be issued until the date of the City's final inspection and approval of the relocated or altered sign.

COOPERATION ON CONDEMNATION ISSUES

9. As growth within the City and its extra-territorial jurisdiction presents challenges with undertaking infrastructure projects and with the associated condemnation proceedings by the City, the Texas Department of Transportation, and other public entities, SignAd may continue to utilize relocation options pursuant to the Sign Code. The City and SignAd may work jointly to extend by special permit any sign that is built, or has been built, by special permit in order to expedite and reduce the costs of such projects. Such extension of a special permit may be allowed for any sign whose permit has not expired, provided that such extension is agreed to by the parties. The City will consider and as appropriate, grant relocation and extension opportunities to avoid the cost to governmental entities for the taking of other signs through eminent domain. This provision shall in no way restrict or limit the ability of the City to require the removal of any sign, including the Extension Signs described in Exhibit B, when such removal is necessary for and associated with any City road, street, or other publicly funded improvement project. Save and except as otherwise provided in this Agreement, in the event of such requirement to remove any Extension Sign, either party may exercise its right fully under law in connection with any takings claims, including without limitation, any eminent domain or condemnation rights.

APPROVAL AND IMPLEMENTATION OF AGREEMENT

10. SignAd shall execute this Agreement in accordance with its corporate charter and the laws of the State of Texas and shall present said agreement to the City for approval.

Following receipt thereof, and in accordance with State law, including but not limited to the Texas Open Meetings Act and the provisions of the City Charter, City shall take those steps customary and reasonably required to adopt and implement the terms of this Agreement. SignAd and City shall cooperate with each other and support the enactment of an ordinance and any other measure incident to the approval and implementation of the terms of this Agreement. Should this Agreement not be approved by the City Council of the City of Houston, signed by the Mayor and countersigned by the City Controller, then this Agreement shall be null and void and the parties and their respective positions shall be unaffected thereby.

REMEDIES

11. City and SignAd acknowledge that the subject matter of this Agreement involves real and personal property, and that damages caused by either party's failure to comply with the terms of this Agreement, or to timely comply with the terms of this Agreement, are difficult of calculation. For these reasons, the City and SignAd agree that specific performance of the terms of this Agreement is appropriate to remedy a breach of this Agreement by either the City or SignAd. This remedy is not exclusive but is cumulative of all remedies available to the City and SignAd under the law which exist now or may exist in the future, including but not limited to those administrative remedies available to the City.

12. If the City institutes a lawsuit to enforce this Agreement and obtains affirmative relief by Final Judgment in such lawsuit, SignAd shall pay all reasonable costs and expenses incurred by the City in connection with the lawsuit, including, but not limited to, reasonable attorney's fees charged by outside counsel, court costs, expert witness fees, investigation fees, the cost of computerized legal research and all other reasonable charges billed by or on behalf of a law firm or an attorney.

ANNUAL INVENTORY

13. On or before May 15, 2015, and annually thereafter on or before January 31st of each year while operating a permit pursuant to Section 4605(a) of the Sign Code, SignAd shall file with the Sign Administrator a complete inventory of all its existing off-premise sign structures within the City's jurisdiction as of the preceding January 1st. Such inventory shall include the following information for each SignAd off-premise sign structure: street address,

GPS locators, size, height, number of faces, and not more than three digital photographs taken from street level portraying the front, back and end views of a sign. In addition, SignAd shall designate whether a sign is located on the federal highway system and whether a sign is located in a designated scenic district of the City. On or before April 15, 2015, the Sign Administrator shall provide written notice to SignAd regarding inventory requirements. Such instructions may be reasonably modified by the Administrator from time to time in the future by providing written notice to SignAd no later than December 1st of the year preceding the year to which such modifications apply. The filing of such inventory in compliance with the requirements specified by the Administrator constitutes compliance with Section 4612(l) of the Sign Code. SignAd shall provide written notice to the City of the removal of any of its off-premise sign structures within thirty days of such removal. The City shall provide written notice to SignAd of any material failure by SignAd to file an annual inventory in compliance with the requirements of this Section and the requirements specified by the Administrator.

MISCELLANEOUS

1. Parties Bound. This Agreement shall be binding upon and shall inure to the benefit of SignAd and the City and their respective parent corporations, subsidiary corporations, representatives, successors, and assigns.

2. Entire Agreement. This Agreement contains the entire Agreement between SignAd and the City and supersedes any and all prior agreements, arrangements, negotiations, discussions, or understandings between them pertaining to the subject matter hereof. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement have been made or relied upon by either SignAd or the City with respect to the subject matter hereof.

3. Effective Date. The "Effective Date" of this Agreement is the date on which all of the following shall have occurred: (1) this Agreement is duly approved and authorized by the Houston City Council by the passage and adoption of an appropriate ordinance; (2) this Agreement is duly executed by the Mayor of Houston; and (3) this Agreement is duly countersigned by the City Controller of Houston.

4. Disclaimer. It is expressly understood and agreed by and between the parties to this Agreement that this Agreement includes a compromise and settlement of disputed claims, and that the execution of this Agreement does not in any way constitute any admission of liability on the part of any party to this Agreement, but that all parties to this Agreement expressly disclaim any liability concerning the claims being compromised and settled herein.

5. Headings. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof. The captions are not restrictive of the subject matter of any paragraph of this Agreement.

6. Governing Law. This Agreement is being executed and delivered, and is intended to be performed in Houston, Texas; and the Charter and the Ordinances of the City and the laws of the State of Texas and of the United States of America shall govern the rights and the duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement. Venue for any litigation relating to this Agreement shall be exclusively in the courts of Harris County, Texas, for any state court actions and in the courts of the Southern District of Texas for any federal court actions.

7. Non-Waiver. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8. Parties In Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and SignAd. To the extent that a court or administrative body issues an order or other ruling enjoining, restricting or otherwise limiting all or a portion of the terms or performance of this Agreement by either the City or SignAd, the City and SignAd promptly shall confer in good faith and shall attempt to agree upon the appropriate modifications to this Agreement to give effect to the parties' original intent. In the event that the City and SignAd cannot so agree, this Agreement shall become null and void, and the parties shall each be returned to their respective positions on the day before the Effective Date of this Agreement.

9. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of City (by authority of an ordinance adopted by the City Council) and SignAd.

10. Notices. All notices required to be given under this Agreement shall be sent by fax or first class mail and delivered as follows:

To SignAd:

SignAd, Ltd.
Mr. Wes Gilbreath, Jr.
P. O. Box 8626
Houston, Texas

77249

With a copy to:
Mr. Richard Rothfelder
Rothfelder & Falick, LLP
1201 Louisiana, Suite 550
Houston, Texas 77002

and:

To the City:

City of Houston Sign Administrator-Code Enforcement
Public Works and Engineering Department
1002 Washington Avenue, Fourth Floor
Houston, Texas 77002
Fax: (832) 395-9607

11. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

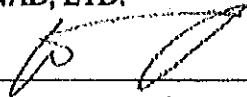
12. Interpretation. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force has been executed on behalf of the parties hereto as follows:

SIGNAD

SIGNAD, LTD.

By:  _____

Printed Name: Wes Gilbert

Title: President

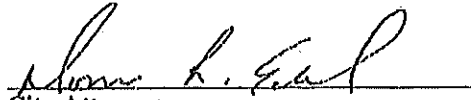
CITY OF HOUSTON

ATTEST/SEAL:



City Secretary

APPROVED:

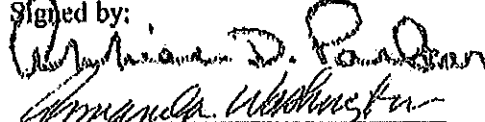


City Attorney

L.D. File No. 0391400344001

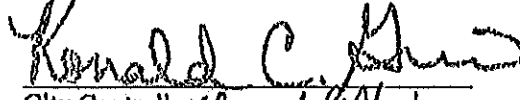
CITY OF HOUSTON, TEXAS

Signed by:



Mayor

COUNTERSIGNED BY:



City Controller

DATE COUNTERSIGNED:

4-10-15

LIST OF EXHIBITS

Exhibit "A": **Removal Signs**
Exhibit "B": **Extension Signs**

Exhibit A
Signs to be Removed

	BD No.	Street/Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Districts
SIGNS TO BE REMOVED	1	10031 123 ALMA ST	North Fwy/S. of N. Main	011233A	10x40	1	400	H
	2	10051 3028 HOUSTON AVE	N. Fwy. @ N. Main	11231	10x40	1	400	H
	3	10151 1608 CORDELL	North Fwy N/O Cavalcade	011235A	12x48	1	578	H
	4	16151 2701 FM 1960	FM 1960 @ Treaschwig	96011059	14x48	2	1344	B
	5	21711 860 EASTEX FWY	U.S. 59/S of New Caney	95037840	16x40	1	640	ETJ
	6	29841 16900 US HWY 90	16900 Hwy 90 E. of Sheldon Rd.	045334A	10x35	1	350	ETJ
	7	29869 7401 C E KING PKY	7800 C.E. King @ Hwy. 90	045335A	10x20	1	200	ETJ
	8	29871 7900 C E KING PKY	C E King Pkway N. of Hwy 90	045023A	10x40	2	800	ETJ
	9	39600 4747 S. SHAVER	4747 S Shaver/800' N of Crenshaw	47162	10x44	2	880	I
	10	40009 3616 GULF FWY	3616 1/2 Gulf Fwy/S of Downtown	96015779	18x86	1	1548	I
	11	44620 10530 TELEPHONE RD	10530 1/2 Telephone Rd @ Fuqua	5281	10x24	2	480	D
	12	54480 13900 S MAIN	13900 Main Hwy 80A, N of Hillcroft	001555A	10x40	1	400	K
	13	74640 9100 N HWY 6	Hwy 6 N S/O Hwy 290	045591A	10x40	2	800	A
	14	75820 18844 FM 529	1844 FM 529/W of Barker Cypress	045045A	10x40	2	800	A
	15	76840 18846 FM 529	18846 FM 529/W of Barker Cypress	045044A	10x40	2	800	A
	16	76011 11200 HEMPSTEAD RD	11200 Hempstead Rd. @ Antoine	011203A	10x30	1	300	A
	17	76391 18335 NORTHWEST FWY	Hwy 290/E. of Hwy 6	93065455	14x32	1	448	A/ETJ
	18	82240 12050 SH 249	12050 SH 249/N of W MI Houston	045340A	10x40	2	800	ETJ
	19	84120 12114 Bammel N. Houston	12114 Bammel N. Hou./N of Greens	100618A	10x40	2	800	ETJ
	20	85420 18928 KUYKENDAHL RD	18928 Kuykendahl/S of Sp Cypress	96057280	10x24	1	240	A/ETJ
	21	85480 19832 KUYKENDAHL RD	19832 Kuykendahl/N of Rhodes Rd.	100619	10x40	2	800	A/B/ETJ
SCENIC BOARDS	22	10160 303 TARVER	303 Tarver/North Fwy N/O Cavalcade	11236	12x48	1	672	H
	23	10180 3130 NORTH FWY	N. Fwy/.5mi S/O N Loop	96110523	10x30	1	300	H
	24	16711 3003 N SAM HOUSTON PKY E	3003 N Sam Houston Pkwy E E/O Morale	011225A	14x48	1	672	B

Exhibit A

SIGNAD
02/24/2015

10 YEAR RELOS	25	20020	903 CHARTRES	Eastex Fwy @ Walker S/O Minute	142613	14x48	2	1344	I
	26	29970	300 EAST SAM HOUSTON PKY	300 1/4 E Sam Hou Pkwy/S of Wallisv	9053246	12x40	2	960	ETJ
	27	70060	301 YALE	I-10 @ 301 Yale	11200	14x48	2	1344	I
	28	20112	3828 WILEY	Eastex Frwy @ Parker	3022940	10x30	1	300	H
	29	21451	21837 EASTEX FWY	21837 1/2 Hwy 59/S/McClellan	98001621	14x48	2	1344	ETJ
	30	21460	22323 EASTEX FWY	Hwy 59 N/McClellan	97042359	10x40	2	800	E
2008 AMORTIZED	31	17241	706 SPRING CYPRESS	706 Spring Cypress E/O Dean	124716	10x40	2	800	ETJ
	32	17800	400 LOOP 494	400 Loop 494 S/O Ford	045024A	10x24	2	480	ETJ
	33	39210	3448 RICHEY RD	3448 Richey S E/O Forest Oaks	005283A	10x44	1	440	E
	34	49435	4111 FM 2351	4111 FM 2351 W/O Beamer	045031A	10x40	2	800	ETJ
	35	76980	408 TIDWELL RD	406 Tidwell W W/O Hamilton	96116838	8x28	1	224	H
	36	84920	1412 GREENS	1412 Greens E/O Trickey @1418 Gears	045345A	10x40	2	800	ETJ
	37	84960	5052 LOUETTA	5052 Louetta E/O Strack	100623A	12x40	2	960	B
2013 AMORTIZED	38	49431	4103 FM 2351	4103 FM 2351 W/O Beamer	045030A	10x40	2	800	ETJ
	39	62440	13800 BELLAIRE RD	13800 Bellaire Blvd W/O Eldridge	044916A	10x40	2	800	ETJ
	40	62460	13800 BELLAIRE RD	13800 Bellaire Blvd E/O Sugarland Howell	044915A	10x40	2	800	ETJ
	41	84700	11670 JONES RD	11670 Jones Rd. S/O Woodedge	045328A	14x48	2	1344	ETJ
	42	84800	13620 CYPRESS NORTH HOUSTON RD	13620 Cypress N Houston E/O Huffmeister	045329A	10x24	2	480	ETJ
	43	87311	2931 FM 2920	2931 FM 2920 W/O Foster	045343A	10x40	2	800	ETJ
	44	87315	2933 FM 2920	2933 FM 2920 W/O Foster	045342A	10x40	2	800	ETJ
TOTAL SQ FT								31870	

Exhibit B
Extensions of Permits for Relocated Boards

BD No.	Street Address	LOCATION	Permit No.	Size	Faces	Sq Ft	Term Beginning	New Term Expiration	Districts
1	10982 13600 NORTH FWY	13600 n. Frwy @ Rankin	125431	12x27	1	324	12/19/2014	12/19/2034	B/ETJ
2	10991 13801 NORTH FWY	13801 1/2 N. frwy, N/Rankin	98074082	10x40	2	800	8/14/2008	8/14/2028	B/ETJ
3	11120 16000 NORTH FWY	145 N @ Richey Rd	97079174	14x48	2	1344	8/19/2007	8/19/2027	B/ETJ
4	11680 25690 NORTH FWY	25690 1/2 N. Frwy, N/Rayford	454933A	14x48	2	1344	6/19/2006	6/19/2026	ETJ
5	40498 10500 GULF FWY	10500 Gulf Fwy/N/Edgebrook	2063420	10x40	2	800	12/31/2012	12/31/2032	I
6	40591 12375 GULF FWY	12375 1/2 Gulf Frwy N/O Fuqua	98004574	14x48	2	1344	3/31/2008	3/31/2028	E
7	60151 5545 SOUTHWEST FWY	5545 SW Frwy W/O West Loop	990387174	10x40	2	800	8/13/2009	8/13/2029	G
8	60230 6222 SOUTHWEST FWY	6222 1/2 SW Frwy @ Westpark	98042691	14x48	1	672	12/22/2008	12/22/2028	J
9	60420 11420 SOUTHWEST FWY	11420 SW Frwy, N/Bellfort	98006640	14x48	1	672	2/23/2008	2/23/2028	K
10	60440 11700 WILCREST	SW Frwy 1 S, Wilcrest Dr	97072093	14x48	2	1344	9/18/2004	9/18/2024	F
11	70511 11211 KATY FWY	11211 Katy Frwy, E/Chimney Rock	99100919	10x36	2	720	11/16/2009	11/16/2029	G
12	70611 15625 KATY FWY	15625 1/2 Katy Frwy, 1/2 W/SH 6	98015402	14x48	2	1344	3/31/2008	3/31/2028	G
13	82740 21326 SH 249	21326 SH 249, N/Louetta	97038547	14x48	2	1344	9/10/2007	9/10/2027	ETJ
TOTAL SQ FT						12852			

OFF-PREMISE BILLBOARDS WAREHOUSE INVENTORY LIST

SIGN AD	21860 1/2 EASTEX FWY.	13100061	1	CITY	1/8/2014	STORM DAMAGED - 12x48x28
SIGN AD	24980 1/2 EASTEX FWY.	1064077	1	ETJ	10/2/2008	SIGN USED - 10 YR RELO FOR P#19041814
SIGN AD	8811 1/2 MAIN ST.	13092649	1	CITY	11/27/2013	HARRIS COUNTY AGREEMENT - 14x48x60
SIGN AD	301 1/2 YALE ST.	107807	2	CITY	2/29/2016	KATY FREEWAY EXPANSION - 12x48x55
SIGN AD	16100 1/2 GULF FWY.	61164	2	CITY	9/26/2013	SIGN USED - 10 YR RELO FOR P#18089088
OUTFRONT MEDIA	1016 1/2 SOUTH LOOP WEST	1002833	2	CITY	12/12/2018	TX DOT - EMINENT DOMAIN - 14x48x60
OUTFRONT MEDIA	811 1/2 SOUTH LOOP WEST	1002399	2	CITY	12/12/2018	TX DOT - EMINENT DOMAIN - 14x48x42
OUTFRONT MEDIA	1409 1/2 WEST LOOP NORTH	1008495	2	CITY	5/21/2014	TX DOT - EMINENT DOMAIN - 20x80x61
COASTAL SIGNS	14830 1/2 NORTHWEST FWY.	9083018	2	ETJ	5/19/2016	TX DOT - EMINENT DOMAIN - 14x45x90
CLEAR CHANNEL	2800 SOUTH LOOP WEST	1002609	1	CITY	10/26/2018	SIGN USED - 10 YR RELO FOR P#8087388
CLEAR CHANNEL	4190 1/2 KATY FWY.	106373	2	CITY	8/26/2008	TX DOT - EMINENT DOMAIN - 14x48x46
CLEAR CHANNEL	11323 1/2 NORTHWEST FWY.	89167	2	CITY	12/22/2015	TX DOT - EMINENT DOMAIN - 14x48x78
CLEAR CHANNEL	7801 1/2 EASTEX FWY.	9109882	2	CITY	12/9/2009	SETTLEMENT AGREEMENT - 12x24x36
CLEAR CHANNEL	8621 1/2 EASTEX FWY.	9080214	1	CITY	7/7/2009	SETTLEMENT AGREEMENT - 12x24x33
CLEAR CHANNEL	8702 1/2 EASTEX FWY.	9109882	1	CITY	12/9/2009	SETTLEMENT AGREEMENT - 12x24x36
CLEAR CHANNEL	16116 1/2 EASTEX FWY.	9056301	1	CITY	12/9/2009	SETTLEMENT AGREEMENT - 12x24x30
CLEAR CHANNEL	26181 1/2 SH 249	10092118	2	ETJ	9/29/2010	SIGN USED - 10 YEAR RELO FOR P#12058839
CLEAR CHANNEL	1725 1/2 E. LITTLE YORK	9109708	2	CITY	9/29/2010	SETTLEMENT AGREEMENT - 12x24x27
CLEAR CHANNEL	2025 1/2 LITTLE YORK	2087762	2	CITY	9/29/2010	SETTLEMENT AGREEMENT - 12x24x36
CLEAR CHANNEL	1820 1/2 E. LITTLE YORK	9109721	2	CITY	10/18/2011	SETTLEMENT AGREEMENT - 12x24
CLEAR CHANNEL	22923 1/2 SH 249	9109727	2	ETJ	9/29/2010	SETTLEMENT AGREEMENT - 12x24x30
CLEAR CHANNEL	22931 1/2 SH 249	9109736	2	ETJ	9/29/2010	SETTLEMENT AGREEMENT - 12x24x30
CLEAR CHANNEL	6060 1/2 SOUTH LOOP EAST	1003388	1	CITY	1/29/2009	SETTLEMENT AGREEMENT - 12x24x67
CLEAR CHANNEL	12515 1/2 MAIN	9109805	1	CITY	9/29/2010	SETTLEMENT AGREEMENT - 12x24x16
CLEAR CHANNEL	12515 1/4 MAIN	9109802	1	CITY	9/29/2010	SETTLEMENT AGREEMENT - 12x24x32
CLEAR CHANNEL	12515 3/4 MAIN	9109808	1	CITY	10/18/2011	SETTLEMENT AGREEMENT - 12x24x37
CLEAR CHANNEL	4201 1/2 KATY	108089	1	CITY	5/14/2008	SETTLEMENT AGREEMENT - 12x24x30
CLEAR CHANNEL	16905 1/2 FM 2100	1137387	2	ETJ	11/17/2017	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	7022 1/2 MCHARD	86321	2	ETJ	5/6/2018	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	10411 1/2 NORTHWEST FWY.	80313	1	CITY	8/30/2011	EMINENT DOMAIN - 12x24x25
CLEAR CHANNEL	3201 1/2 SCOTT	2018909	2	CITY	5/22/2010	EMINENT DOMAIN - 12x24x25
CLEAR CHANNEL	4200 1/2 MOUNT HOUSTON	1084579	1	ETJ	8/22/2009	SETTLEMENT AGREEMENT - 12x24x33
CLEAR CHANNEL	11326 1/2 S. POST OAK	78691	2	CITY	8/29/2011	SETTLEMENT AGREEMENT - 12x24x24
CLEAR CHANNEL	818 1/2 ALDINE MAIL RT.	2084641	1	ETJ	10/10/2010	EMINENT DOMAIN - 12x24x31
CLEAR CHANNEL	8502 1/2 ALMEDA RD.	70409	1	CITY	11/17/2017	EMINENT DOMAIN - 12x24x28
CLEAR CHANNEL	15002 1/2 ALMEDA RD.	71186	2	ETJ	5/6/2018	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	7326 1/2 W. MONTGOMERY	1100184	2	ETJ	1/1/2019	EMINENT DOMAIN - 20x60x77
CLEAR CHANNEL	670 1/2 ALDINE MAIL RT.	2082143	1	ETJ	9/21/2012	EMINENT DOMAIN - 12x24x29
CLEAR CHANNEL	14002 1/2 MAIN ST.	1134154	2	CITY	3/21/2016	EMINENT DOMAIN - 12x24x30
CLEAR CHANNEL	13400 1/2 MAIN ST.	1090860	2	CITY	3/21/2016	EMINENT DOMAIN - 12x42x24
CLEAR CHANNEL	4102 1/2 YALE ST.	3046924	1	CITY	2/8/2016	EMINENT DOMAIN - 12x24x24
CLEAR CHANNEL	14098 1/2	1133882	1	CITY	9/13/2013	EMINENT DOMAIN - 12x24x28
JOHN GANNON	2210 1/2 E. FM 1960	1119572	2	ETJ	11/29/2019	EMINENT DOMAIN - 14x48x60

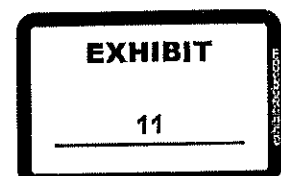
EXHIBIT

10

SECTION 4617--SPECIAL PERMIT

(a) A special permit shall be issued for the alteration or relocation of an existing off-premise sign situated within the Sign Code application area under the following limited circumstances:

- (1) The sign to be altered or relocated must be situated, both before and after its alteration or relocation, along the federal primary system and be subject to control under Subchapter B of Chapter 391 of the Texas Transportation Code.
- (2) The alteration or relocation of the sign must be required for a publicly funded transportation system improvement project being undertaken by the State of Texas or a political subdivision of the State of Texas. The decision to offer the sign owner the option of seeking a special permit to alter or relocate a sign pursuant to this section shall be at the discretion of the undertaking unit of government. In determining whether to make such an offer, the governmental unit shall take into consideration the probable cost of compensating the sign owner, in conjunction with the probable costs of compensating other sign owners affected by the project, as it relates to the economics and timeliness of the completion of the project and its effect on the public interest.
- (3) The sign to be altered or relocated must be a sign that has been lawfully constructed and maintained in accordance with all applicable state and local regulatory and permit requirements, and it must have been constructed and maintained with the permission of the person or persons owning the tract or parcel of land upon which it is situated.
- (4) The sign must be situated after its alteration or relocation according to the following priority:
 - a. First, upon the remainder of the same tract or parcel of land upon which it was situated before its alteration or relocation, if any; or
 - b. Second, if there is no remainder or if the remainder is not of sufficient size or suitable configuration for the alteration or relocation of the sign, then upon the property abutting the highway at the original sign location or upon the property abutting the insufficient remainder, if available; or
 - c. Third, upon another tract or parcel of land owned by the same person or persons as the tract from which it was relocated; or



Section 4617

- d. Fourth, any location as described in Section 4617(a)(1).
- (5) If the alteration or relocation is under Section 4617(a)(4)a or (4)c, then the person or persons who own the tract or parcel of land upon which the sign was situated must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for the temporary or permanent taking of the real property that is based in any manner upon the relocation or alteration of the sign to accommodate the transportation system improvement project. This provision shall not be construed to preclude the payment of compensation to the real property owner for the acquisition of the real property or any other interest therein, but the use of the tract as an off-premise sign site shall not be considered in the determination of the compensation paid therefor.
 - (6) The sign owner must enter into a written agreement with the unit of government undertaking the transportation system improvement project waiving and releasing any claim for damages against the unit of government for any temporary or permanent taking of the sign in consideration of the payment by the unit of government of a mutually agreed specified amount of money calculated to cover the cost to the sign owner of the alteration or relocation of the sign.
 - (7) The sign to be relocated or altered must, after its relocation or alteration, be in full compliance with all applicable regulations promulgated by the State of Texas pursuant to Chapter 391 of the Texas Transportation Code and all applicable requirements of this code. To the extent of any difference between the requirements of this code and the state regulations, the more restrictive requirement shall apply, except that the height of a sign after its relocation or alteration shall be governed by the less restrictive requirement.
 - (8) Notwithstanding Section 4617(a)(7), signs to be altered or relocated under this section must meet the following requirements as to location and spacing following their alteration or relocation:
 - a. For a sign that is to be altered or relocated on the remainder of the same tract on which it was previously located, or on the abutting property, under Section 4617(a)(4)a or (4)b, and is to be placed in the same relative position as to line of sight and not to exceed 1500 feet to either side of the perpendicular placement as the original sign was situated in relation to the highway, the sign must: (i) be within 800 feet of one or more commercial or industrial activities and must not be located within 500 feet of another off-premise sign on

the same side of the highway, if the highway is on the interstate and freeway primary system, or within 300 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system outside of the city limits, or within 100 feet of another off-premise sign on the same side of the highway, if the highway is on the nonfreeway primary system within the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.

- b. For a sign that is to be altered or relocated under Section 4617(a)(4)a or (4)b but is not to be placed within 1500 feet of either side of the perpendicular placement as the original sign was situated in relation to the highway, or a sign that is to be altered or relocated under Section 4617(a)(4)c or (4)d, the sign must: (i) be within 800 feet of two or more commercial or industrial activities and must not be located closer than 1500 feet to another off-premise sign on the same side of the highway, regardless of whether the highway is classified as an interstate, freeway or nonfreeway primary highway and is within or without the city limits; or (ii) comply with the then current criteria for location and spacing set by the state regulations, whichever is more restrictive.
- (9) The sign may not be altered within or relocated to a scenic or historical right-of-way or district or on any part of the federal primary system where the Texas Transportation Commission has by minute order requested that scenic easements be acquired or to any scenic or historical right-of-way or district created by the State of Texas or any political subdivision of the State of Texas.
 - (10) A special permit issued under this section shall be effective for a period of ten years from the date of issuance and shall be nonrenewable. The owner of the sign and the owner or owners of the tract or parcel of land upon which it is altered or upon which it is to be relocated must agree in consideration of the issuance of a special permit under this section for the continued use of the sign in lieu of its immediate monetarily compensated removal to accommodate the transportation system improvement project that they will remove the sign by the expiration of ten years from the date of issuance of the special permit, during which time period they may continue to enjoy the use of the sign as altered or relocated under the special permit.

The agreement shall be accompanied by a right of entry without notice upon the tract or parcel of land upon which the sign is altered or relocated from the owner thereof, providing for the removal of the

Section 4617

sign by the city if not removed by the expiration of the aforesaid ten-year period, which right of entry agreement shall be in a form approved by the City Attorney. The agreement shall additionally be secured by a bond for each sign to cover the city's costs of removal of the sign in the event that the owner fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Such bond shall be in a form approved by the City Attorney and may be provided in one of the following forms:

- a. A surety bond issued by the sign owner as principal and a corporate surety authorized to transact business in Texas in the sum of \$10,000; or
- b. A secured deposit bond in the form of an assignment of an account with a financial institution insured by the Federal Deposit Insurance Corporation to the city. The account shall have a principal deposit of not less than \$5,000. Under the terms of the assignment, the financial institution must agree not to make any payment from or otherwise divert or dispose of the funds in the account, except that it shall agree to disburse all or any portion of the funds in the account only as directed by City Council resolution. In the event that the sign owner fails to remove the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the funds or such portion thereof as may be required to accomplish the work to be utilized for the removal of the sign and shall authorize the balance, if any, to be restored to the sign owner. In the event that the sign owner removes the sign secured by the account by the expiration of ten years from the date of issuance of the special permit, the City Council shall cause the existing balance of the account to be restored to the sign owner; or
- c. A nonrefundable cash bond in the sum of \$2,000. Cash bonds shall be collectively accounted for within the Building Inspection Fund created under Section 4605(i) and the proceeds shall be used to remove the sign in the event that any holder of a special permit secured by a cash bond fails to remove the sign by the expiration of ten years from the date of issuance of the special permit. Special permit holders who tender a cash bond and who timely remove their sign shall be entitled to the sign structure for salvage purposes; however they shall not be entitled to the refund of any portion of the cash bond or any interest thereon.

- (11) Notwithstanding Section 4605(e)(5), a sign lawfully erected under a special permit that is blown down or otherwise destroyed by any casualty may be replaced for the remainder of the ten-year period during which the special permit is in effect, provided that it is rebuilt at the same location, height, size and dimensions, and with the same materials and configuration as originally altered or relocated pursuant to the special permit.
- (12) Each application for a special permit shall be referred by the Sign Administrator to the Texas Department of Transportation together with the complete plans and specifications for the alteration or relocation of the sign and any other data that may be required by the said department to determine compliance with its applicable regulations. No special permit shall be granted unless an authorized representative of the Texas Department of Transportation certifies in writing that the proposed alteration or relocation of the sign will comply with all applicable state laws, rules and regulations.
- (13) Each application for a special permit must be signed by the owner of the sign and the owner of the property upon which it is to be altered or relocated, who shall each certify that all applicable provisions of this section have been complied with, and be accompanied by written consent to the alteration or relocation of the sign, signed by the duly authorized representative of the unit of government undertaking the transportation system causing the need for the sign to be altered or relocated.

(b) Fees for special permits shall be as otherwise provided in Section 117 of this Code and the city fee schedule. The operating permit for a sign altered or relocated pursuant to a special permit issued under this section shall transfer to the sign as altered or relocated. During the period that the special permit is in effect, operating permits for signs altered or relocated pursuant to this section shall be extended for three-year periods in accordance with Section 4605(d), provided that, notwithstanding any language to the contrary contained in any operating permit renewal issued for a sign altered or relocated under a special permit, no operating permit renewal shall be construed to authorize the continued existence, operation or maintenance of any such sign for any period in excess of ten years following the date of issuance of the special permit. The provisions of this section shall not be deemed to authorize any practice otherwise prohibited under this chapter, except to the limited extent and under the limited circumstances enumerated in this section. Nothing contained in this section shall be construed to abrogate the right of a sign owner or underlying property owner to refuse to accept the proposal by the governmental unit for the alteration or relocation of a sign under this section and to choose instead to seek monetary compensation.