

DETACHED SIGN UNITY AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____§

WHEREAS, the parties to this agreement desire to erect one or more detached signs on the properties described below; and

WHEREAS, the parties understand that the building official of the city of Dallas ("City") may authorize the dissolution of common boundary lines between two or more lots for the limited purpose of allowing those lots to be considered one premise for the erection of detached signs, provided that this agreement is executed in accordance with Section 51A-7.304 of the Dallas City Code, as amended; Now, Therefore,

KNOW ALL PERSONS BY THESE PRESENTS:

I.

That _____ ("Applicant A") is the owner of the following property ("Tract A"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas and in the attached "Exhibit A," which is made a part of this agreement for all purposes.

That _____ ("Applicant B") is the owner of the following property ("Tract B"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas and in the attached "Exhibit B," which is made a part of this agreement for all purposes.

That _____ ("Applicant C") is the owner of the following property ("Tract C"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas and in the attached "Exhibit C," which is made a part of this agreement for all purposes.

That _____ ("Applicant D") is the owner of the following property ("Tract D"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas
and in the attached "Exhibit D," which is made a part of this agreement for all purposes.

That _____ ("Applicant E") is the owner of the following property ("Tract E"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas
and in the attached "Exhibit E," which is made a part of this agreement for all purposes.

That _____ ("Applicant F") is the owner of the following property ("Tract F"):
Street Address: _____
Lot _____ Block _____
Zoning District: _____,
Volume _____, Page _____, in the Deed Records of _____ County, Texas
and in the attached "Exhibit F," which is made a part of this agreement for all purposes.

II.

In order that Applicants _____ ("the Applicants") may operate in compliance with Article VII, "Sign Regulations," of Chapter 51A, "Part II of the Dallas Development Code," as amended ("Sign Regulations"), of the City and derive all the benefits from such compliance, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as the Applicants have agreed upon, the Applicants understand and agree that Tracts _____ ("the Tracts") shall be collectively treated as one lot for the limited purpose of erecting detached signs.

III.

The Applicants understand and agree that the dissolution of the common boundary lines between the Tracts is only for the limited purpose of erecting detached signs, and that actual lines of property ownership are not affected.

IV.

The Applicants understand and agree that this agreement shall be a covenant running with the land with respect to the Tracts, and that this agreement shall fully bind any successors, heirs, and assigns of the Applicants who acquire any right, title, or interest in or to any of the Tracts, or any part thereof. Any person who acquires any right, title, or interest in or to any of the Tracts, or any part thereof, thereby agrees and covenants to abide by and fully perform this agreement.

V.

THE APPLICANTS UNDERSTAND AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

VI.

The Applicants understand and agree that this agreement shall be governed by the laws of the State of Texas.

VII.

The Applicants understand and agree that the definitions and provisions of Chapter 51A, "Part II of the Dallas Development Code," as amended, apply and are incorporated into this agreement as if recited in it.

VIII.

The Applicants understand and agree that in the event that two or more of the Tracts ever become owned by the same person or entity, the Doctrine of Merger shall not apply to this agreement.

IX.

The Applicants understand and agree that this agreement may be amended or terminated only by an instrument that is: (1) signed by an owner of at least one of the Tracts or by a lienholder, other than a taxing entity, that has either an interest in at least one of the Tracts or an improvement on at least one of the Tracts; (2) approved by the building official; (3) approved as to form by the city attorney; and (4) filed and made a part of the deed records of the county or counties in which the Tracts are located. The building official shall approve an instrument amending or terminating this agreement if all Tracts fully comply with the Sign Regulations. The Applicants understand and agree to file the amending or terminating instrument in the deed records of the county or counties in which the Tracts are located at their sole cost and expense. No amendment or termination of this agreement is effective until the amending or terminating instrument is filed in the deed records in accordance with this paragraph and two file-marked copies are filed with the building official.

X.

The Applicants understand and agree to file, at their own expense, a true and correct copy of this agreement in the deed records of the county or counties in which the Tracts are located after this agreement is approved by both the building official and the city attorney. The building official shall approve an agreement if all Tracts fully comply with the Sign Regulations. This agreement shall not be considered effective until a true and correct copy of the approved agreement is filed in the deed records in accordance with this paragraph and two file-marked copies are filed with the building official.

XI.

The Applicants each certify and represent that there are no liens, other than liens for ad valorem taxes, against their respective tracts if there are no signatures of lienholders for those tracts.

XII.

The Applicants understand and agree that the invalidation of any provision of this agreement by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED at Dallas, _____ County, Texas, on this the _____ day of _____, 20_____.

APPLICANT A

By:_____

Printed Name:_____

Title:_____

APPLICANT B

By:_____

Printed Name:_____

Title:_____

APPLICANT C

By:_____

Printed Name:_____

Title:_____

APPLICANT D

By:_____

Printed Name:_____

Title:_____

APPLICANT E

By:_____

Printed Name:_____

Title:_____

APPLICANT F

By:_____

Printed Name:_____

Title:_____

CONSENT AND CONCURRENCE OF LIENHOLDERS:

Tract A Lienholder

By: _____

Printed Name: _____

Title: _____

Tract B Lienholder

By: _____

Printed Name: _____

Title: _____

Tract C Lienholder

By: _____

Printed Name: _____

Title: _____

Tract D Lienholder

By: _____

Printed Name: _____

Title: _____

Tract E Lienholder

By: _____

Printed Name: _____

Title: _____

Tract F Lienholder

By: _____

Printed Name: _____

Title: _____

APPROVED:

By: _____
City of Dallas Building Official
(or authorized representative)

APPROVED AS TO FORM:
CHRISTOPHER J. CASO
City Attorney

By: _____
Assistant City Attorney

Notes:

- (1) Attach acknowledgments for both owners and lienholders.
- (2) Attach exhibits.