

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF MONTOMERY

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, between the **CITY OF MONTGOMERY, TEXAS** (City) and **TROY TEP**, an individual (Owner).

RECITALS

Owner is the owner of certain property located at 22453 W FM 1097, Montgomery, Texas 77356 ("Property"), more particularly described in the site plan attached hereto as Exhibit "A," which is being developed by Owner.

Owner is proposing to place a monument sign on the City public utility easement along FM 1097 in connection with the construction and operation of the retail shop on the Property.

Owner has agreed to regularly maintain the monument sign at its sole expense.

City and Owner agree that City may in the future need to make major repairs to the public utility easement on the Property.

If future major repairs to the City's public utilities are required by City, the Owner's monument sign may need to be relocated or disturbed in order for City to perform the necessary repairs.

The monument sign shall be the property of Owner and shall be maintained by Owner. Owner agrees that City shall not incur the expense of maintaining the monument sign or removing the sign or replacing it when any repair work is complete.

City has agreed to the proposed site plan on the Property and Owner's installation of the monument sign on and along the public utility easement, subject to the above recitals and the following terms and conditions agreed by Owner.

NOW, THEREFORE, be it mutually agreed by Owner and City as follows:

1. Consent to Encroachment. Subject to the above recitals and the terms of this Agreement, City hereby consents and allows Owner to enter upon the above-described City

easement on the Property for the purpose of installing, placing and maintaining the above-described monument sign within the City public utility easement.

2. Term. This Agreement shall have an indefinite term and shall run with the Property until the City and the Owner, or its successors and assigns, agree to terminate this Agreement.

3. Conditions.

a. Prior to any construction in or along the City public utility easement on the Property, Owner shall obtain all licenses or permits necessary to install the monument sign or any other improvements on the Property.

b. Owner shall be solely responsible for the normal maintenance of the monument sign on the Property and shall maintain them to avoid any damage to or interference with the City facilities, other public utilities or the general right of City to utilize the easement for its intended purpose. City shall be responsible for major repairs to the public utility easement (i.e., any work other than the normal maintenance required by Owner).

c. City shall not be responsible to Owner, its successors, assigns, or any other party for damages to Owner's monument sign or other improvements on or along the City public utility easement on the Property. City may, at any time upon reasonable notice, require the removal of the monument sign along the public utility easement for the purpose of allowing City to make repairs to its public utilities. Owner shall remove and, if desired by Owner, replace such improvements promptly at its sole expense and shall not be entitled to compensation or damages of any kind.

d. Owner shall notify the City in writing of any change in ownership of the Property.

4. Notices. Any notice required or permitted under this Agreement shall be deemed sufficient if delivered in hand or by First Class US Mail addressed to the parties as follows:

CITY

OWNER

City of Montgomery
ATTN: City Administrator
101 Old Plantersville Road
Montgomery, Texas 77316

Troy Tep
111 Anna Springs Lane
Montgomery, Texas 77356

5. Indemnity. **OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, SUITS, CAUSES OF ACTION, COSTS OR DAMAGES ARISING FROM OWNER'S ACTION OR INACTION RELATING TO MAINTENANCE OF THE PUBLIC UTILITY EASEMENT BY CITY OR ANY IMPROVEMENTS BY OWNER ON OR ALONG THE PUBLIC UTILITY EASEMENT ON THE PROPERTY.**

6. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

7. Construction and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue over any claim or cause of action arising hereunder shall be in the courts of Montgomery County, Texas.

8. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of Montgomery County, Texas and shall be a covenant running with the Owner's land and binding upon the Owner's successors and assigns.

CITY OF MONTGOMERY, TEXAS

By: _____
Sara Countryman, Mayor

ATTEST:

Susan Hensley, City Secretary

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on _____, 2021, by SARA COUNTRYMAN, mayor of and acting on behalf of the City of Montgomery, Texas.

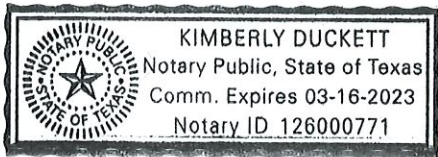
Notary Public, State of Texas

Troy Tep

State of Texas §
County of Montgomery §

This instrument was acknowledged before me on November 30, 2021, by Troy Tep, in his individual capacity.

Notary Public, State of Texas



After Recording Return to:

Susan Hensley City Secretary
City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, Texas 77356



6021 Yale St. Houston, TX 77076
 Phone: 713-861-5200
 www.1SourceSignsTexas.com

Designer: Rene Garcia

File Path: Comp/Toshiba ext/

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CUSTOMER

PROJECT NAME
TROY'S DONUTS MONUMENT SIGN

CONTACT _____

ADDRESS 22453 W FM 1097
MONGOMERY, TX 77356

PHONE _____

EMAIL _____

SITE SUMMARY

FRONT ELEVATION		PYLON #1		WINDOW #1 _____	WINDOW #8 _____
BACK ELEVATION		PYLON #2		WINDOW #2 _____	WINDOW #9 _____
WALL TYPE		MONUMENT #1	NEW	WINDOW #3 _____	WINDOW #10 _____
WALL COLOR		MONUMENT #2		WINDOW #4 _____	DOOR #1 _____
NEW POLE SIGN POINT A to B				WINDOW #5 _____	DOOR #2 _____
NEW POLE SIGN POINT A to C				WINDOW #6 _____	
				WINDOW #7 _____	

SITE SURVEY DATE _____

SIGN SUMMARY

SIGN TYPE	SIZE	MATERIAL	NOTES
(N1) Monument Sign	10'-6"H X 8'W X 24"D	VINYL _____ DIBOND _____ FACES (2) 24"X5' / (8) 18"X5' LEXAN WHITE RETURNS _____ ALUMINUM BLACK .080 TRIM CAP _____ COROPLAST _____ SILLOUETE _____ PVC _____ BACKER PANEL _____ OTHER _____ RACEWAY _____	

PROOF DATE _____

ELECTRICAL

Electrical Requirements: Primary Electrical to be customer provided. Signs will be wired for 120-277 VAC. Must be notified if voltage is different prior to sign manufacturing. A clean, dedicated 20A circuit consisting of primary (BLK), Neutral, WHT), & Ground (GRN) are to be provided by customer's licensed electrical contractor. J-BOX must be located within 6ft of sign, with breaker labeled.

UL Installation Requirements. This sign is to be installed in accordance with the requirements of article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

INSTALLATION

SINGLE SIDED DOUBLE SIDED
(2) 24"X5' / (8) 18"X5'

RACEWAY FLUSH MOUNTED

OTHER _____

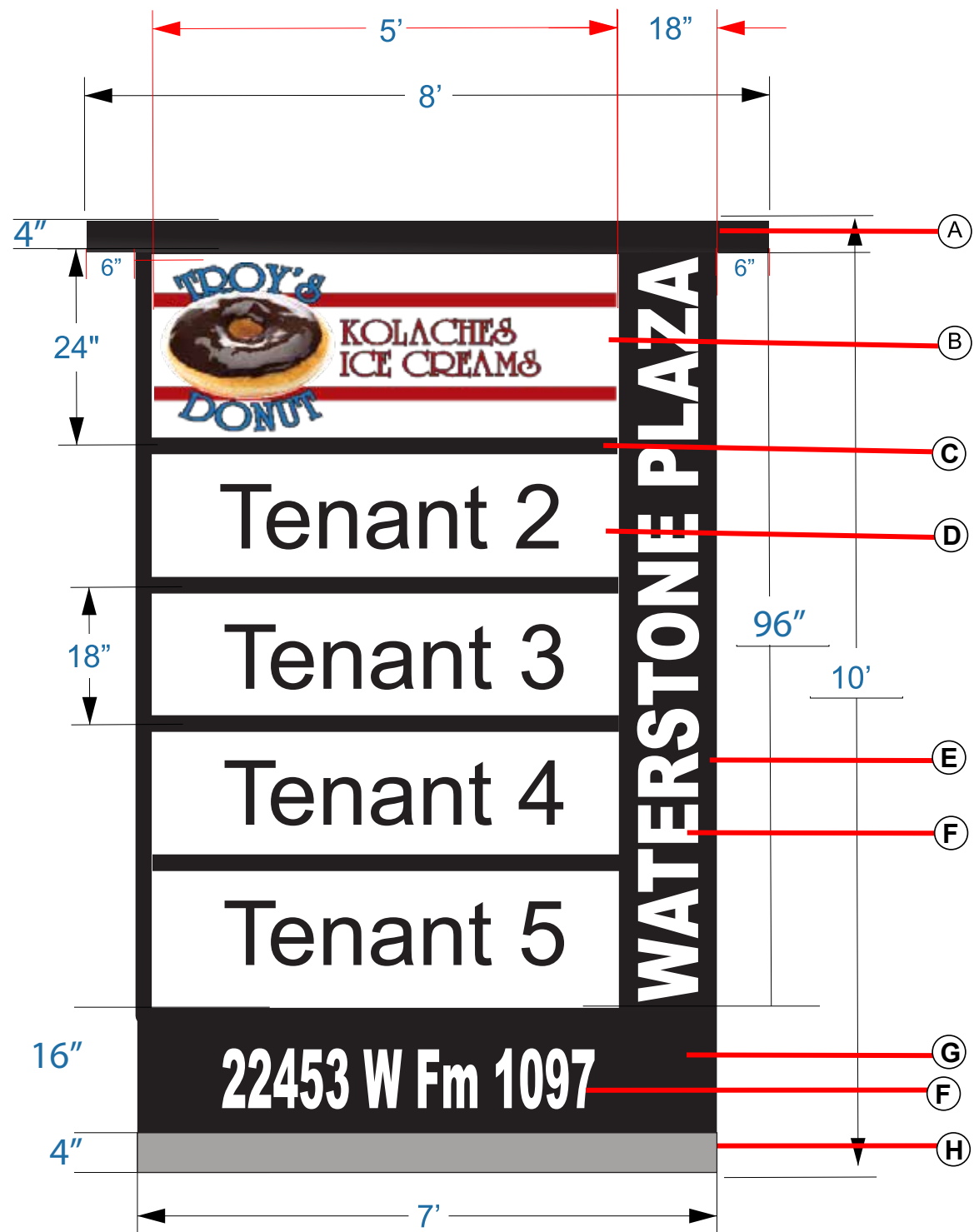
Approved By: _____ Date: _____

REVISIONS

Revised 9-16-2021
Revised 10-11-2021

We will not be responsible for errors or omissions after your proof is approved.

All conceptual renderings are the property of 1 Source Signs. Any reproduction, exhibition or use of this drawing is STRICTLY PROHIBITED.



1SOURCE SIGNS

6021 Yale St. Houston, TX 77076
 Phone: 713-861-5200
 www.1SourceSignsTexas.com

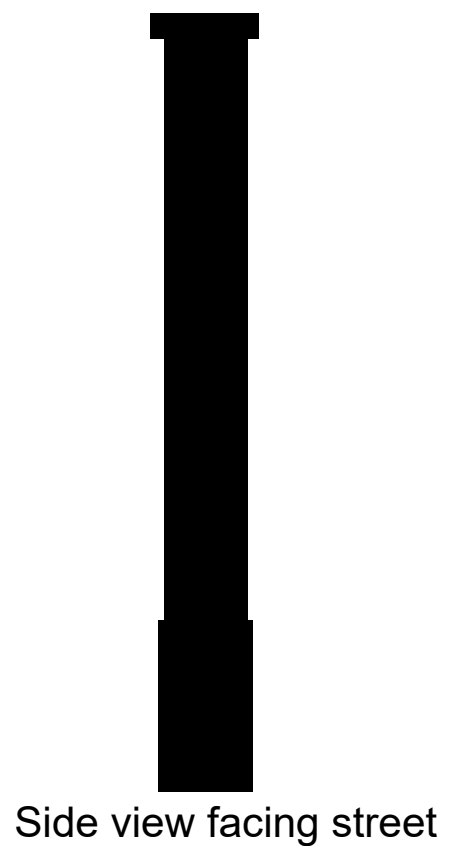
SIGN

Monument Sign

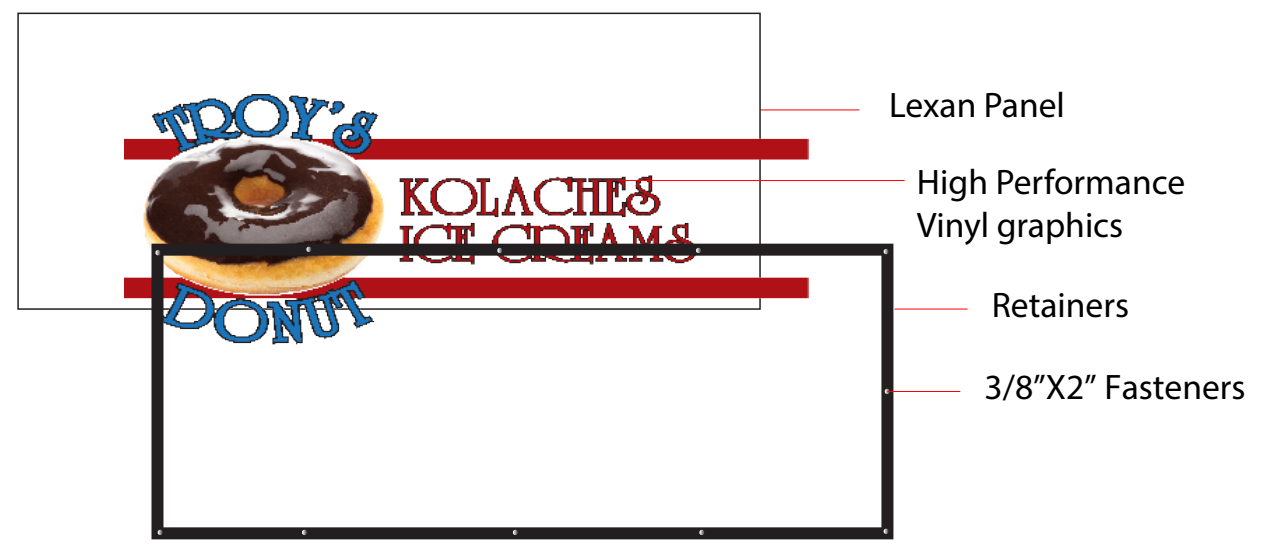
DESCRIPTION

10' H x 8' W X 24" D
 Double Sided LED illuminated
 1.5" X 1.5" X 1/8" Steel Angle Frame
 .080 Black Aluminum Outer Cover
 with Black .063 Decorative Caps.
 Top Lexan Face 24" X 5'
 Other Tenants
 18" X 5' Lexan Faces

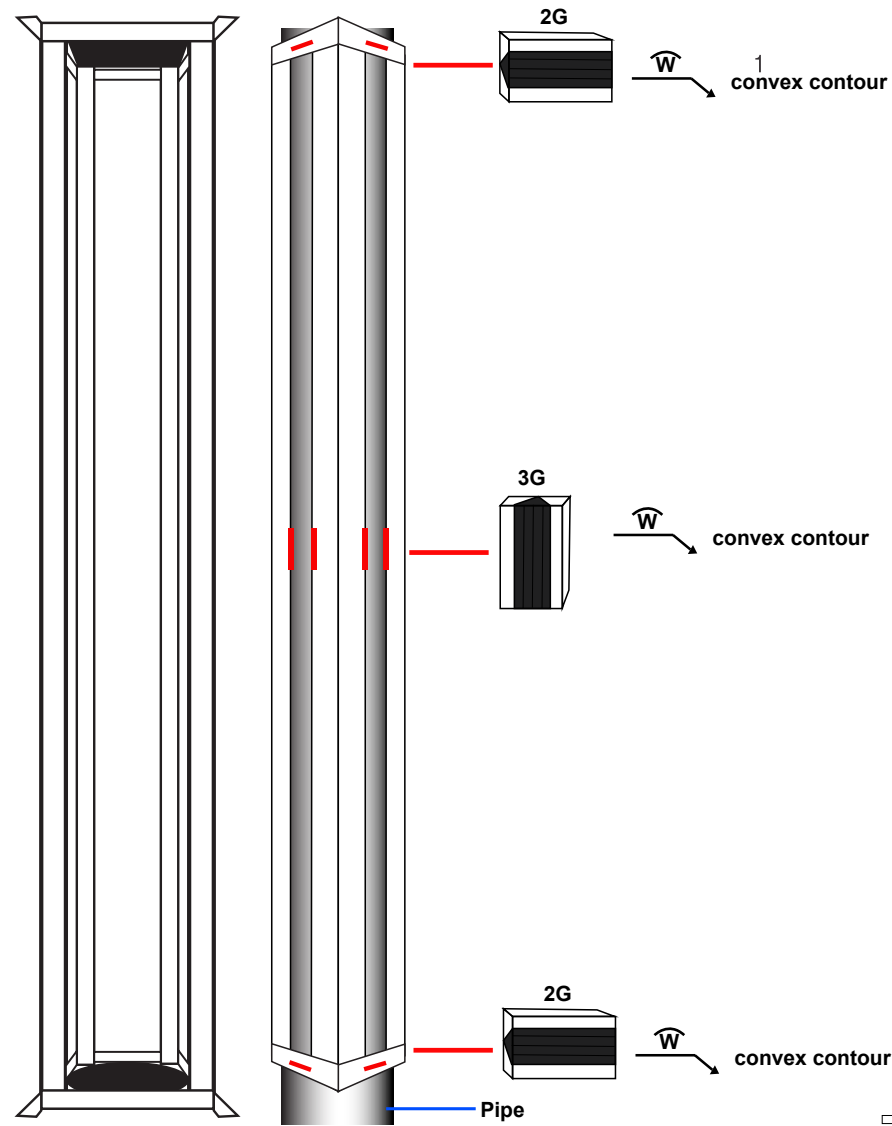
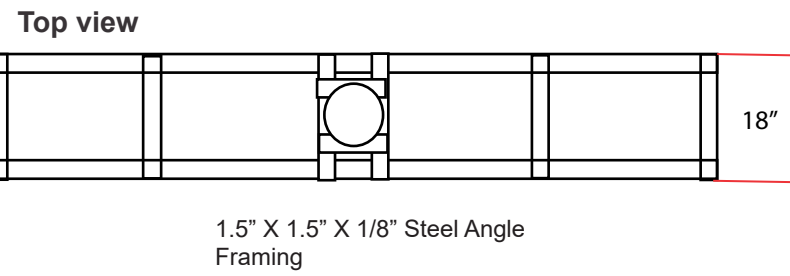
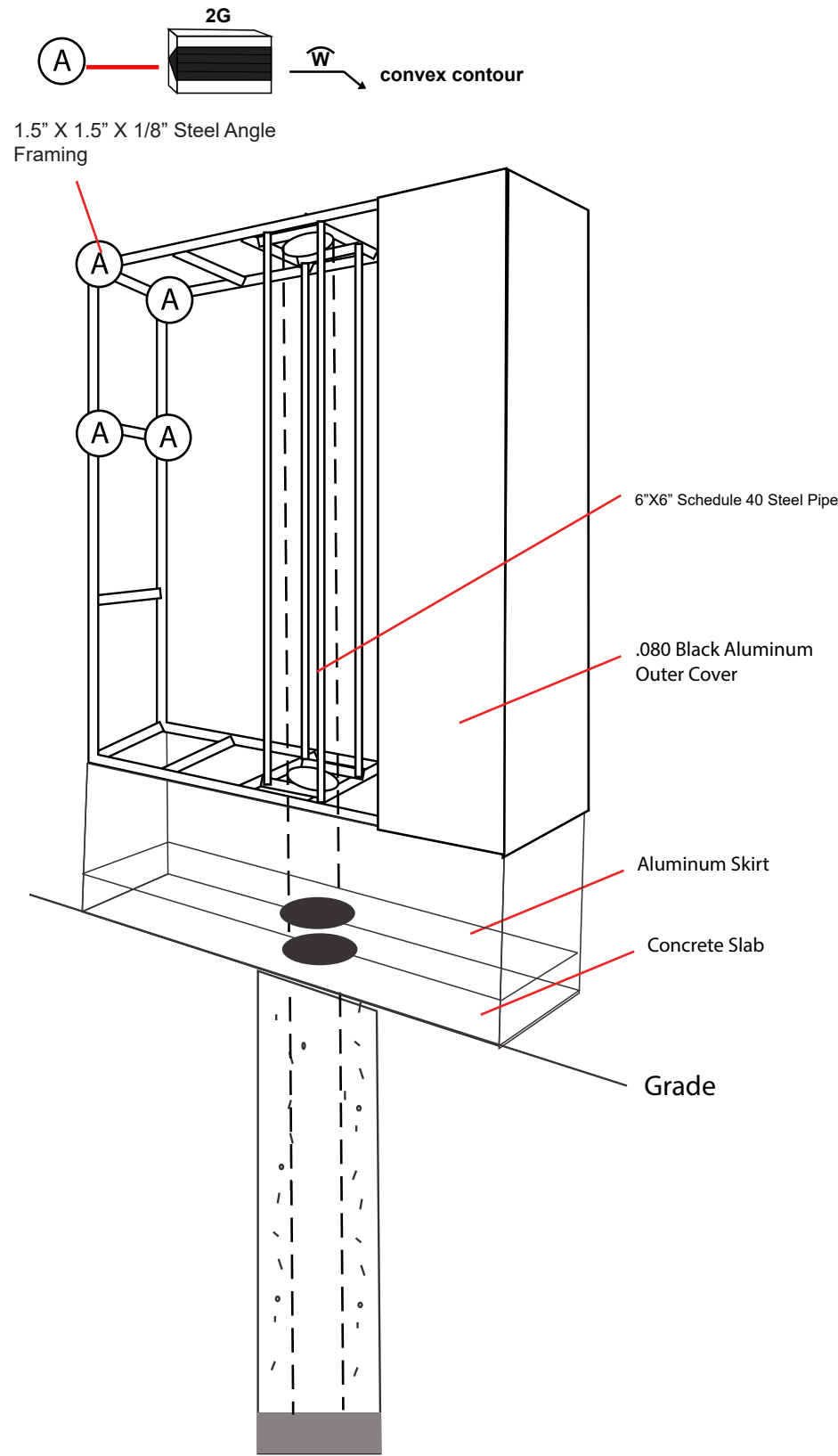
- Ⓐ .063 Aluminum cap top
- Ⓑ Top 2'x5' Lexan panel with high performance vinyl graphics
- Ⓒ Retainers secured using 3/8"X2" Fasteners
- Ⓓ 18"x5' Lexan Panel
- Ⓔ Aluminum Side
- Ⓕ High Performance Vinyl Graphics
- Ⓖ Aluminum Skirt
- Ⓗ 4" Concrete Slab



Lexan Top Faces



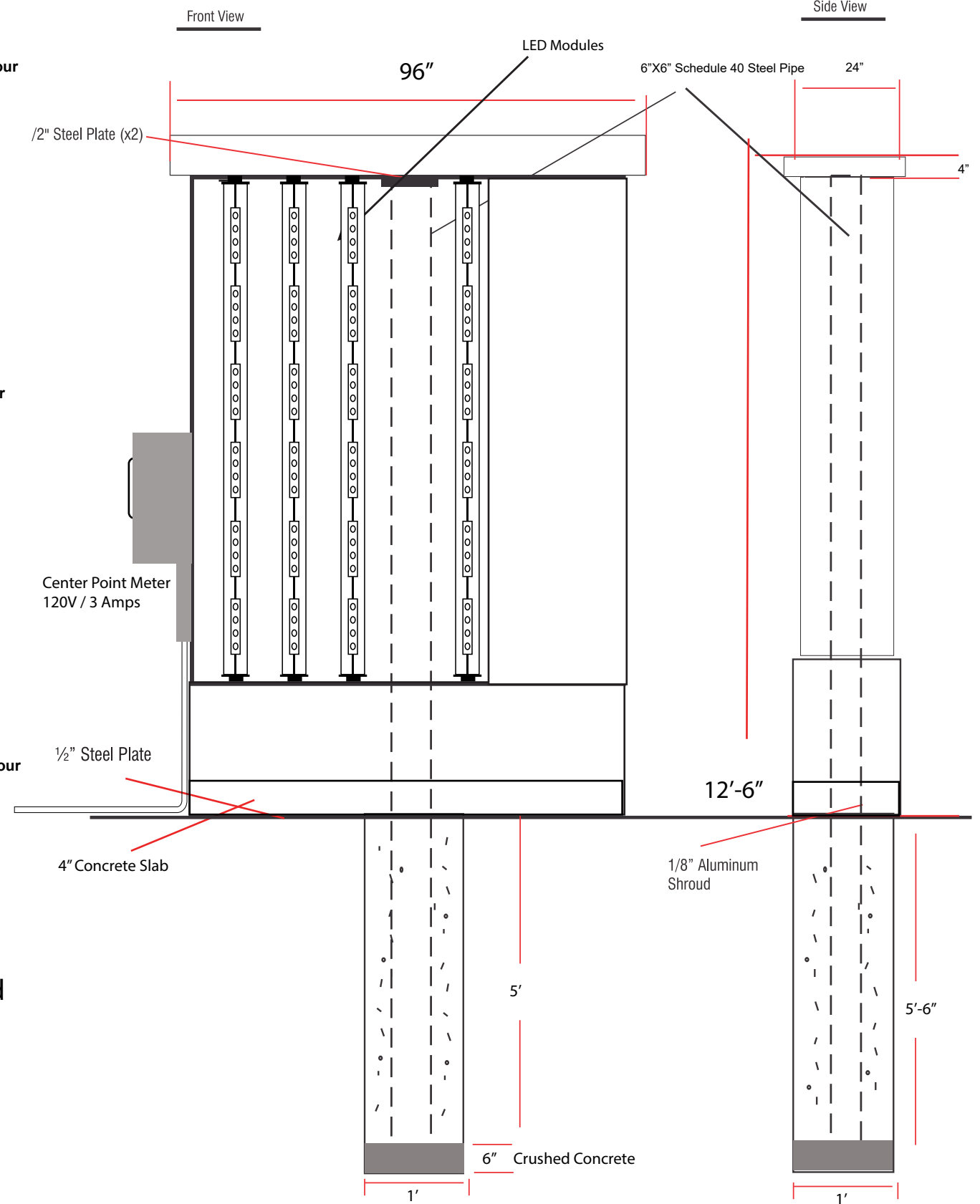
FABRICATION & INSTALLATION

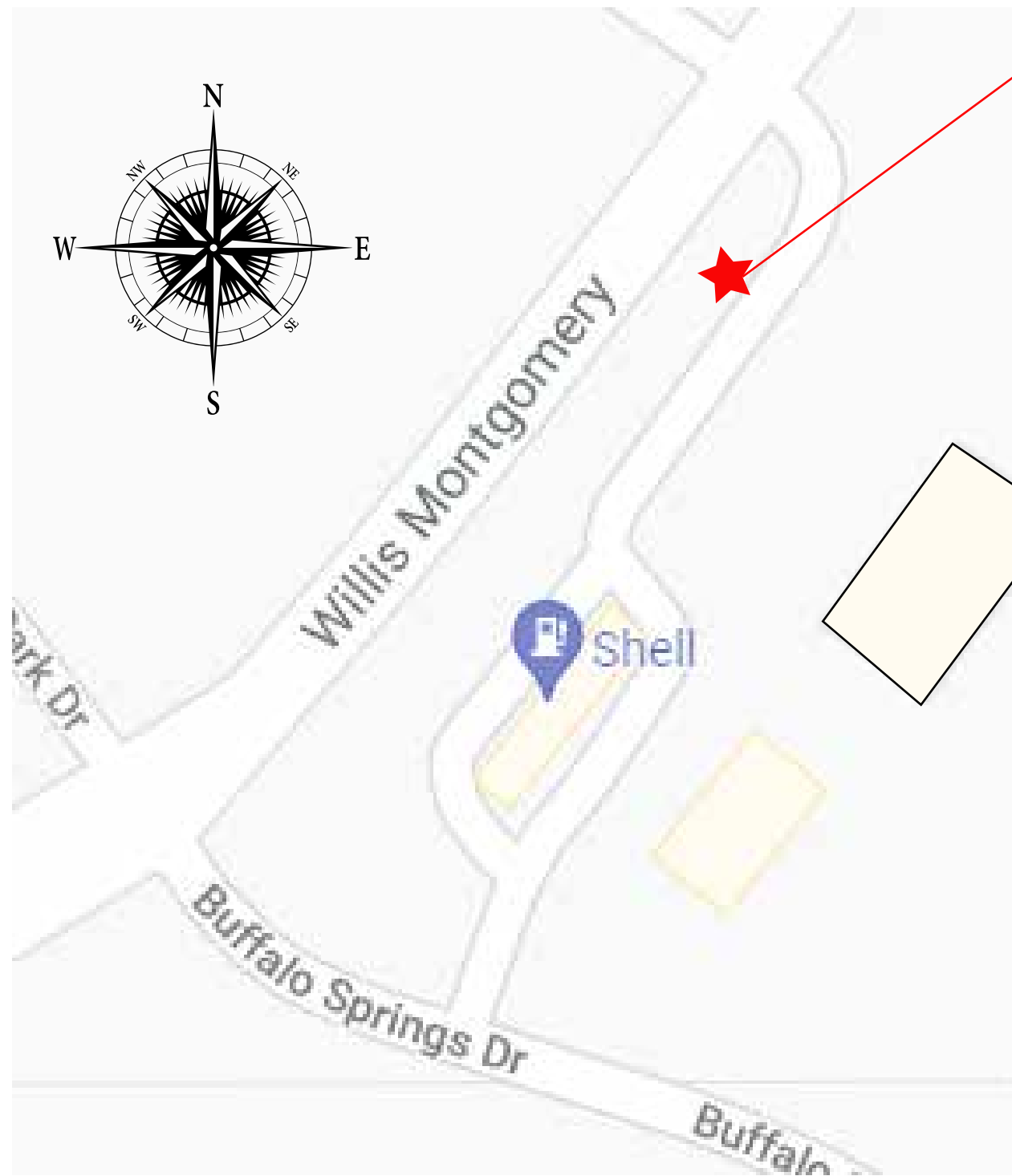


Details: Pipe to Cabinet Welding

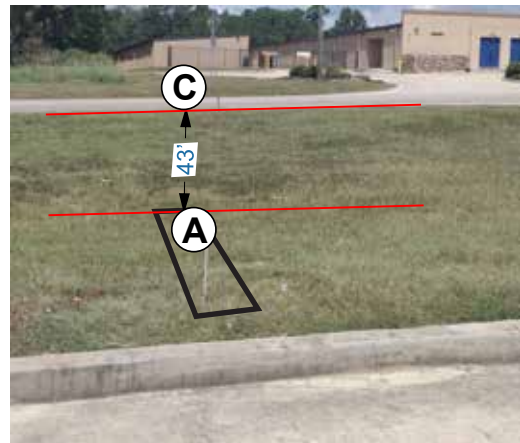
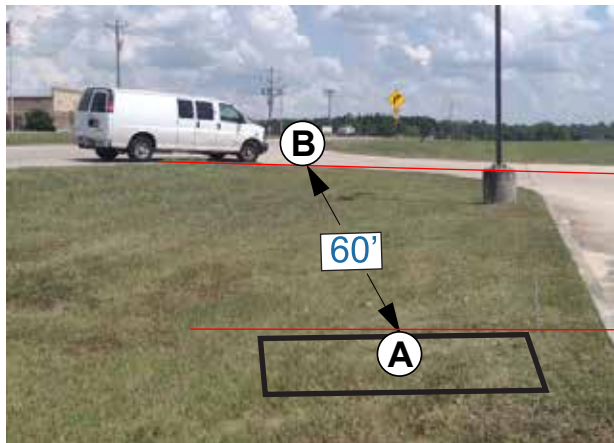
Sign constructed of 1.5"X1.5"X1/8" steel angles framing with .063 BLACK aluminum cover attached using non corrosive fasteners.

ELECTRICAL





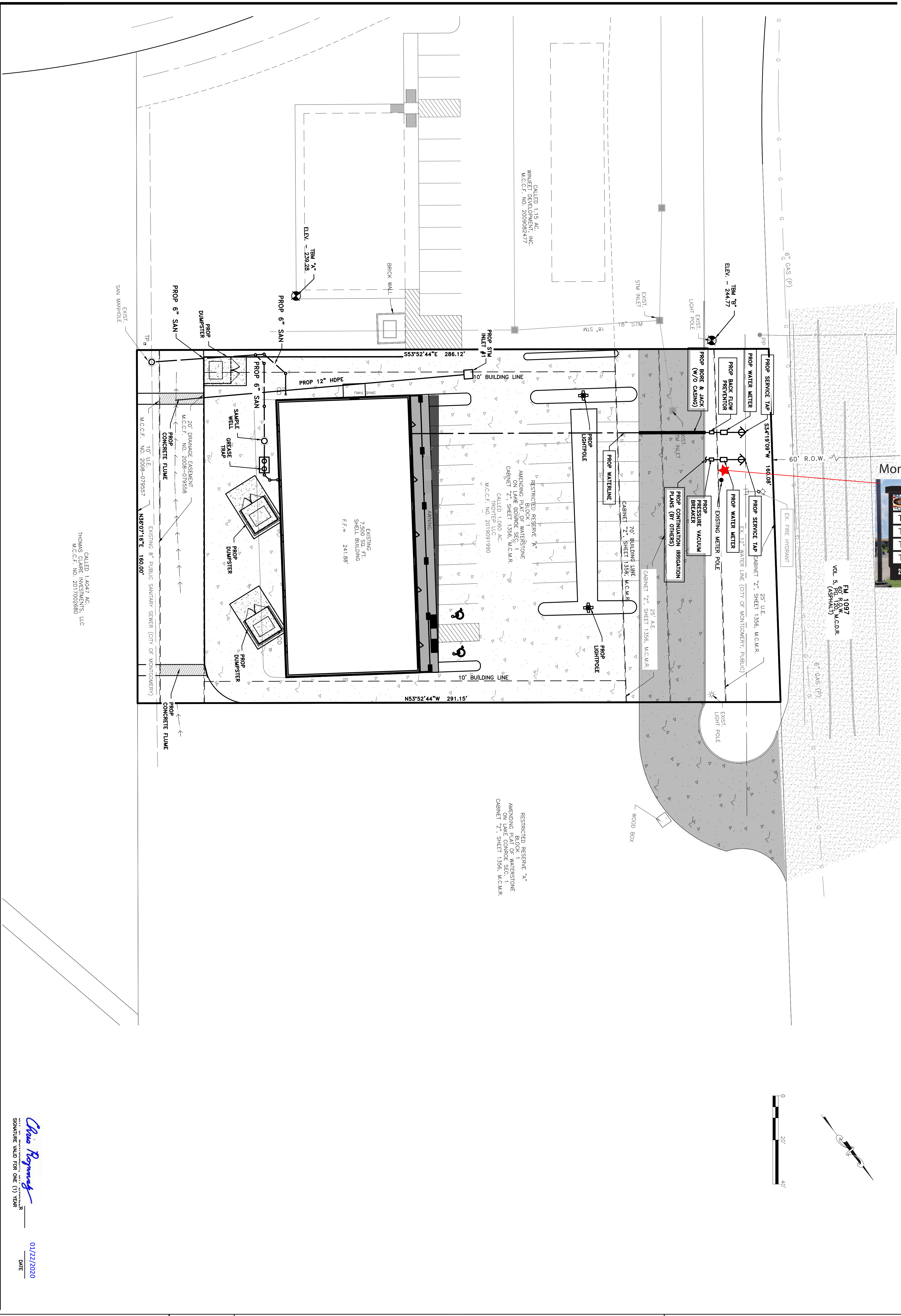
Monument Sign



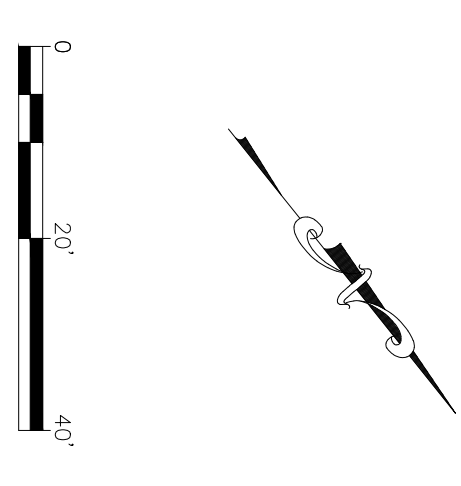
22453 W FM 1097 Montgomery, TX 77356

(A) Monument Sign to (B) Entrance Curve

(A) Monument Sign to (C) Street FM 1097



CALLED 1.40.17 AC.
THOMAS CLARE INVESTMENTS, LLC
M.C.C.F. NO. 20170026890



Clara Reynolds
SIGNATURE VALID FOR ONE (1) YEAR
01/22/2020
DATE

TROY'S DONUTS

OVERALL SITE PLAN

DRAWING ISSUE			
#	DATE	BY	COMMENT
1	01/07/20	JTW	FOR PERMIT

DRAWING INFORMATION			
PROJECT	DRAWN	DATE	SHEET
10559 TDR	LDC	CHECKED	JTW
SCALE			04
I = 20' (24x36)			
I = 40' (11x17)			



*THIS PLAN NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED OTHERWISE