2018 AASHTO Committee on Right of Way, Utilities, and Outdoor Advertising Control

AND THE

National Alliance of Highway Beautification Agencies Conference

Sunday, April 22–Thursday, April 26
Sheraton Inner Harbor Hotel
Baltimore, Maryland
“Pursuant to Texas Rule of Appellate Procedure 56.2, after granting the petition for review and without hearing oral argument or considering the merits, the Court vacates the judgments of the court of appeals and trial court and dismisses the case as moot.”

TRAP 56.2 states that SCOTX can “dismiss the case or the appealable portion of it without addressing the merits of the case.”

*AusPro* now has only persuasive merit in noncommercial speech cases. *AusPro* has little to no relevance in commercial speech cases.

TxDOT is proceeding normally with the regulation of commercial signs; it is not regulating noncommercial signs.
§21.142(1) Commercial sign-A sign that is:

(A) at any time intended to be leased, or for which payment of any type is intended to be or is received, for the display of any good, service, brand, slogan, message, product, or company, except that the term does not include a sign that is leased to a business entity and located on the same property on which the business is located; or

(B) located on property owned or leased for the primary economic purpose of displaying a sign.
Before me, the undersigned authority, personally appeared ____________________, who, being by me duly sworn, deposed as follows:

My name is ____________________, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I represent ____________________, in my capacity as _______________. The structure is located at the area described above. It is operated by ____________________.

I dispute the determination that the sign in question is a commercial sign as defined by Chapter 391 of the Texas Transportation Code. It is not being leased, nor is payment of any type being received for the display of any good, service, brand, slogan, message, product, or company, excepting a sign leased to a business entity and located on the same property on which the business is located. Finally, it is not located on property owned or leased for the primary purpose of displaying a sign. I have attached to this affidavit documentation which demonstrates that the sign is not a commercial sign.

Affiant