

Staff Project Summary

City of Bonifay Planning

Project: Proposed Variance for Summit Locations.

Location: Parcel ID Numbers 0531.02-002-00A-001.100.

Land Use Designation: Commercial

Floodplain Designation: Flood Zone X

Planner Review:

- The proposed variance is to allow the construction of one Outdoor Advertising Sign that does not conform to the City of Bonifay Land Development Regulations.
- The Outdoor Advertising Sign does not adhere to the following section(s) of Code:
 - 8.05.02.C: No outdoor advertising signs shall be located closer than 100 feet to any residential dwelling unit. The post of the proposed sign is located approximately 86.5 feet from the corner of the nearest residential unit on adjacent parcel 0531.02-002-00A-001.000.
 - 8.05.02.E: No permanent outdoor advertising sign, or any part thereof, shall be located less than fifteen feet from the nearest edge of the road right-of-way. The proposed sign has both vertical and horizontal stacks. The southeasternmost corner of the proposed sign is approximately 3.75 feet from the north right-of-way line of E Minnesota Street.

Results: Based on the review conducted by the City's Consultant Planner John Feeney, PE (Alday-Howell Engineering, Inc.), we recommend denying this variance. Due to the physical constraints of the parcel, the right-of-way line of E Minnesota Ave., and the location of the northern residence, no outdoor advertising sign can be placed on the subject parcel without violating either the right-of-way requirement or the 100-foot residential setback requirement. Additionally, the creation of new outdoor advertising signs goes against the general wishes of the City.

Furthermore, we present the following findings regarding this Variance Application:

- i) There are practical or economic difficulties in carrying out the strict letter of the regulation: It is true that, based on physical constraints, this parcel does not allow for an Outdoor Advertising Sign to be placed. However, there are multiple nearby parcels that are not physically limited, and as such it cannot be stated that this request is based on a hardship. For example, an Outdoor Advertising Sign appears to be allowable on parcel 0531.02-002-00A-002.000, which is only two parcels north of the subject parcel.

- ii) The variance request is not based exclusively upon a desire to reduce the cost of developing the site: It is true that this request is not based upon a desire to reduce cost.
- iii) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public: It is true that the proposed variance will not increase congestion or otherwise pose a hazard to the public.
- iv) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site: There are various studies that state billboards near residential areas can decrease property values, but some studies also state that property values increase. Generally, an Outdoor Advertising Sign on this parcel would have a neutral effect on property values and would not significantly alter the character of the surrounding area.
- v) The effect of the proposed variance is in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code: Generally, this proposed variance is in direct opposition to the Code regarding the intent to limit Outdoor Advertising Signs near residential structures, and to limit Outdoor Advertising Signs placed within 15 feet of road rights-of-way.

Recommended Action: Because there are not positive findings on all five above-mentioned findings, particularly finding i) regarding the potential placement of the sign on nearby parcels where it would not be prohibited, it is the recommendation of the City of Bonifay Planning Department to **Deny** the Variance Application.

_____Approved

_____Approved with Conditions

_____ Denied

DATE: _____

AUTHORIZED BY:

 John Feeney, Consultant Planner
 Alday-Howell Engineering, Inc.

 Larry Cook
 City of Bonifay, Mayor



Please accept the enclosed variance application requesting relief from the 100' residential separation requirement for a proposed outdoor advertising sign on the above referenced parcel located along State Road 79 (N Waukesha Street).

Address: 902 N Waukesha Bonifay, FL 32425

Parcel: 0531.02-002-00A-001.100

For your review, the following documents are included with this submission:

Completed Variance Application

Variance Justification Responses

Site Plan and Survey

Sign Drawings

Adjacent Property Owner Agreement

Lease

Application Fee

Lauran Bunting | Permit Coordinator

Cell 937-287-4204

311 East St.

Gordon, OH, 45304

lauran@summitlocations.com

Emily McCann, Mayor
Rickey Callahan, City Clerk
301 J. Etheridge Street
Bonifay, Florida 32425
Telephone (850) 547-4238
Fax (850) 547-9014



City Council Members:
Larry Cook, Councilman
James Sellers, Councilman
Shelley Carroll, Councilwoman
Sierra Smith, Councilwoman

CITY OF BONIFAY VARIANCE APPLICATION PACKET

PROCEDURE

- 1) **Application.** Submit a “Variance Application,” \$220 Application Fee, and sketch or engineered site plan. Allow up to ten (10) business days for processing. Applications for variances should be conducted concurrently with Development Review.
- 2) **City Council Meeting.** Attend a regularly-scheduled City Council Meeting. Confirm all dates with City Hall. Applicant will be required to make a presentation on his/her proposed amendment during the City Council Meeting. The Planning Commission will consider the “Required Findings” in accordance with LDR Section 9.02.00 (See “Required Findings” below) and make a recommendation accordingly.

REQUIRED FINDINGS, LDR SECTION 9.02.00

The City of Bonifay shall not vary the requirements of any provision of the LDR unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- 1) There are practical or economic difficulties in carrying out the strict letter of the regulation.
- 2) The variance request is not based exclusively upon a desire to reduce the cost of developing the site.
- 3) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public.
- 4) The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.
- 5) The effect of the proposed variance in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code.

Emily McCann, Mayor
Rickey Callahan, City Clerk
301 J. Etheridge Street
Bonifay, Florida 32425
Telephone (850) 547-4238
Fax (850) 547-9014



City Council Members:
Larry Cook, Councilman
James Sellers, Councilman
Shelley Carroll, Councilwoman
Sierra Smith, Councilwoman

CITY OF BONIFAY VARIANCE APPLICATION PACKET

VARIANCE APPLICATION

Section 1: Application Contact Information

Name: Summit Locations, LLC "Lauran Bunting"

Address: 311 East St. Gordon, OH, 45304

Phone: 937-287-4204

Email: lauran@summitlocations.com

Section 2: Property Information

Parcel ID: 05310200200A001100

Site Address: 902 N WAUKESHA St. Bonifay, FL 32425

Owner Name: Dwight D Rich Jr & Heather E. Rich

Owner Address: 2966 BONIFAY GRITNEY RD, BONIFAY FL 32425

Acreage: 0.20 (calculated)

Future Land Use Designation: _____

Section 3: Variance Justification

Attach documentation if additional space is needed.

Variance Request:

Approval to allow a permanent outdoor advertising sign to be installed on parcel 0531.02-002-00A-001.100 at a location that is less than 100 feet from a residential dwelling unit, which does not comply with Section 8.05.02.C of the zoning code.

Reason for Variance

The proposed sign location does not meet the 100 foot separation requirement due to the proximity of the adjacent northern parcel 0531.02-002-00A-001.000, which is a single family residence. As a result of the existing parcel layout and surrounding land use, strict application of Section 8.05.02.C prevents any permanent outdoor advertising sign from being placed on parcel 0531.02-002-00A-001.100 without a variance.

Applicant Certification

I certify that the information provided in this application is true and accurate to the best of my knowledge and belief. I understand that knowingly providing a false statement in writing with the intent to mislead a public servant in the performance of his/her official duty shall be subject to a misdemeanor of the second degree pursuant to Section 837.06, Florida Statutes.

Lauran Bunting
Applicant Signature

3/11/2026

Date

Office Use Only (List Applicable LDR Sections Below)

Variance Application Steps (Use as a check-off list)

- 1) Submit a letter with your request for a variance. Your letter should address the following:
 - a) **Required Findings.** The City of Bonifay shall not vary the requirements of any provision of this Code unless it makes a positive finding, based on substantial competent evidence, on each of the following:
 - i) There are practical or economic difficulties in carrying out the strict letter of the regulation.
 - ii) The variance request is not based exclusively upon a desire to reduce the cost of developing the site.
 - iii) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public.
 - iv) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
 - v) The effect of the proposed variance is in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code.
- 2) Include an application fee of \$220.00.
- 3) Your request needs to include drawings reflecting your proposed request. Your request also needs to include verification of property ownership or an Agent Authorization Form to apply for the owner.



Variance Request Justification

Address: 902 N Waukesha Bonifay, FL 32425

Parcel: 0531.02-002-00A-001.100

The applicant respectfully requests a variance from the 100' residential separation requirement for permanent outdoor advertising structures. The requested variance would allow placement of a sign approximately 32' from the adjacent residential dwelling.

i. Practical or Economic Difficulties

The subject property contains approximately 0.20 acres and has a lot depth of approximately 93'. Because the applicable regulation requires a 100' separation from any residential dwelling, compliance with the standard is physically impossible on this parcel. The shallow depth of the lot combined with the location of the neighboring residence to the north prevents placement of an outdoor advertising structure anywhere on the property while meeting the full separation requirement.

The parcel fronts State Road 79 (North Waukesha Street), which functions as a major commercial corridor within the City of Bonifay and Holmes County. The property is located directly across from a large commercial grocery store and within an area that contains a mix of commercial and residential land uses. Due to these physical constraints, strict enforcement of the ordinance effectively prevents reasonable use of the parcel for outdoor advertising.

ii. Not Based Solely on Reducing Development Costs

The variance request is not being made for the purpose of reducing development expenses. Rather, the request is necessary due to the physical limitations of the parcel. Because the property depth is less than the required separation distance, compliance with the ordinance cannot be achieved regardless of the design or configuration of the sign.

iii. Traffic, Safety, and Public Hazards

The proposed sign will not increase traffic congestion or create hazards for the public. The structure will be located on private property outside the public right of way along State Road 79 and will not obstruct visibility for motorists or pedestrians. Outdoor advertising signs of this type are commonly located along state highways and are designed to comply with all structural and safety standards.

iv. Property Values and Character of the Area

The surrounding area contains a mixture of residential and commercial land uses and is anchored by a large retail grocery store directly across State Road 79. The proposed sign will be oriented toward the highway and away from the neighboring residence so that it primarily serves the traveling public.

Additionally, the owner of the adjacent residential property has provided written acknowledgment and consent indicating that they do not object to the proposed sign being located within the 100' separation distance. This support from the neighboring property owner demonstrates that the variance will not negatively impact nearby properties or alter the character of the area.

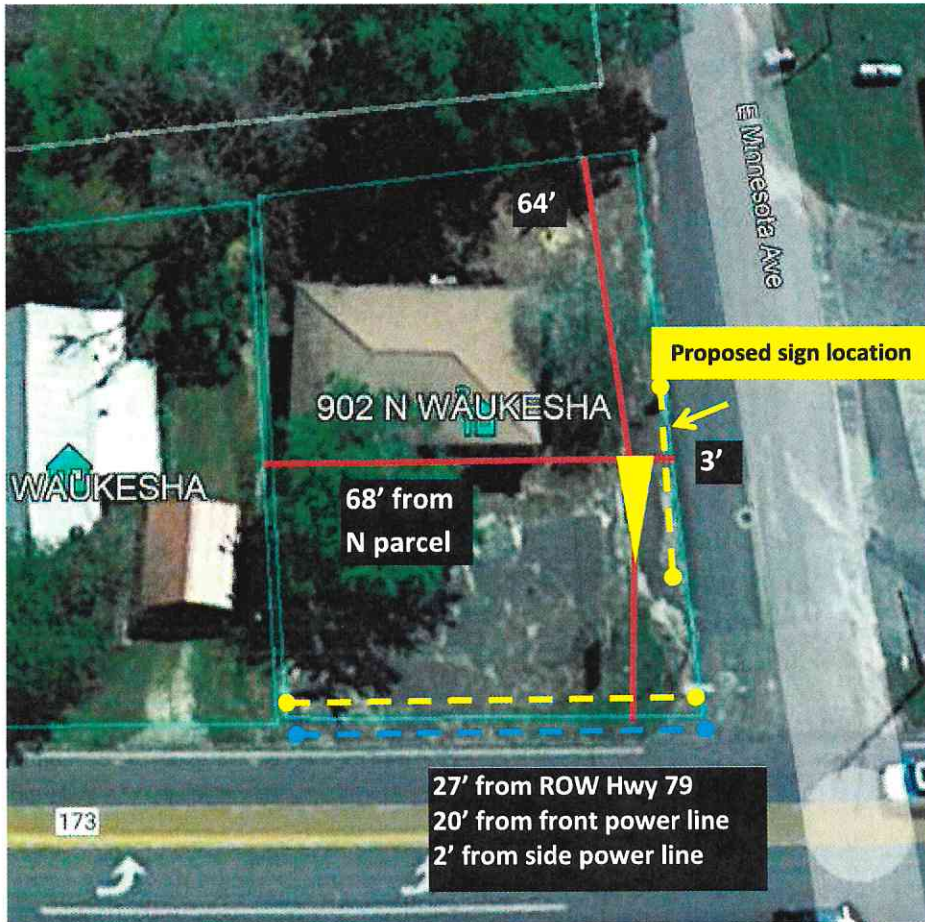
v. Consistency with the Intent of the Code

The intent of the sign ordinance is to regulate outdoor advertising in a way that protects residential properties while maintaining roadway safety. Granting this variance would remain consistent with those goals while acknowledging the physical limitations of the parcel. The proposed sign will serve the commercial corridor along State Road 79 and will be positioned to minimize impacts on the adjacent residence.

SITE PLAN: FL-37 Dwight D Rich Jr & Heather E. Rich

ADDRESS: 902 N Waukesha Bonifay, FL 32425

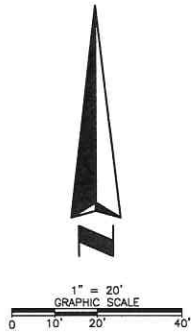
30.8003502707, -85.6791882303



Existing ROW

Existing Power Lines

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	5556.88	7°48'37"	75.35'	N74°38'E
C2	5556.88	7°48'41"	75.46'	N83°51'7"E
C3	5556.88	1°26'00"	139.02'	N94°13'8"E

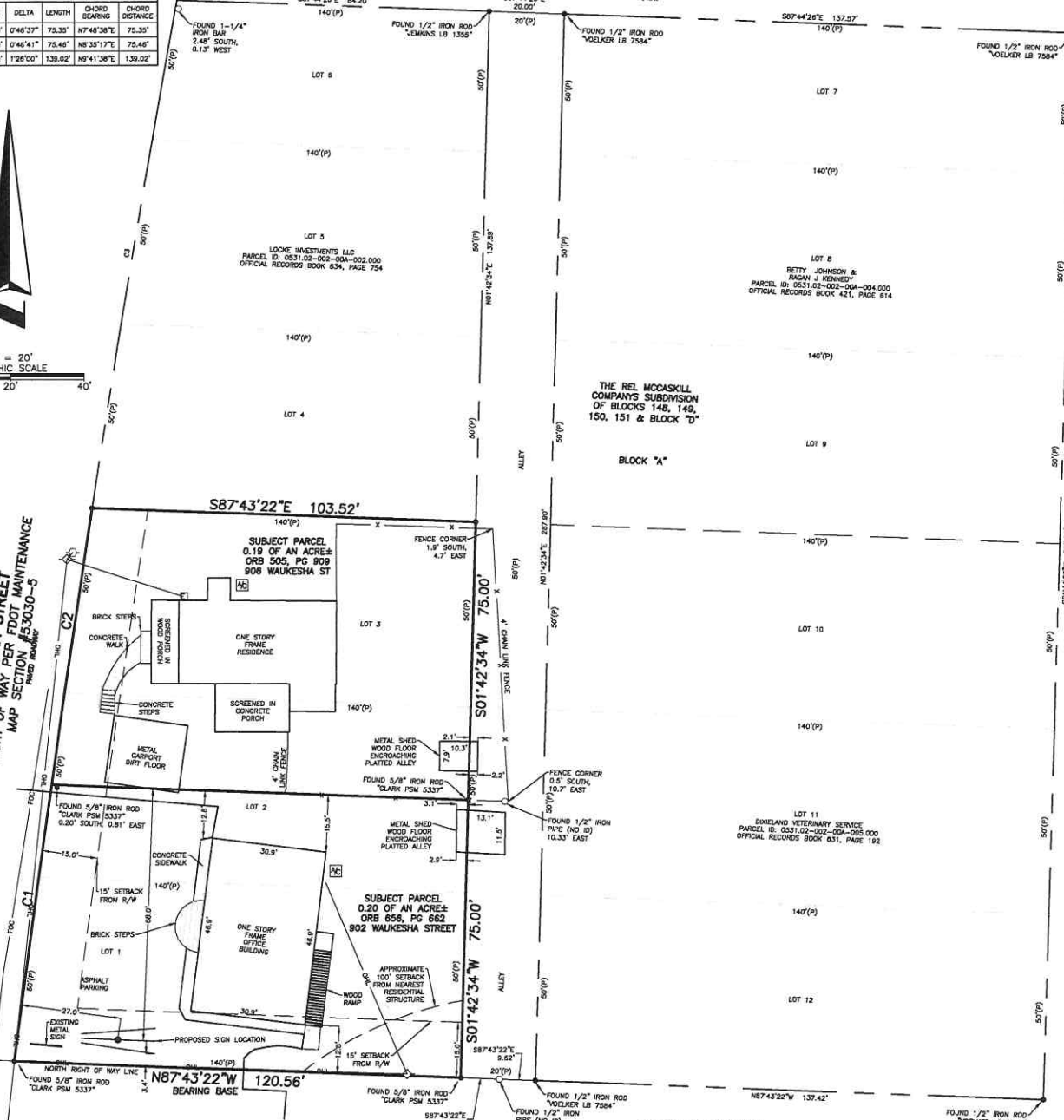


**E MONTANA STREET
75' RIGHT OF WAY(P)**

DESCRIPTIONS
(OFFICIAL RECORD BOOK 656, PAGE 682):
LOT 1 AND 5 1/2 OF LOT 2, BLOCK A, SECTION 31, TOWNSHIP 5 NORTH, RANGE 14 WEST, ALL LYING AND BEING IN HOLMES COUNTY, FLORIDA.
(OFFICIAL RECORD BOOK 505, PAGE 909):
N 1/2 OF LOT 2 AND ALL OF LOT 3, IN BLOCK A OF MCCASKILL ADDITION, SECTION 31, TOWNSHIP 5 NORTH, RANGE 14 WEST, LOCATED IN THE CITY OF BONIFAY, HOLMES COUNTY, FLORIDA.

- SURVEYOR'S REPORT:**
- THIS IS A BOUNDARY SURVEY WITH THE LOCATION OF ABOVEGROUND FIXED IMPROVEMENTS ONLY. THE BOUNDARIES WERE DETERMINED FROM A DESCRIPTION (FOUND IN THE PUBLIC RECORDS IN OFFICIAL RECORD BOOK 656 PAGE 682 AND OFFICIAL RECORDS BOOK 505 PAGE 909.)
 - THE LAST DAY OF FIELD WORK WAS PERFORMED ON 12/22/2025.
 - THE MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
 - BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON GPS OBSERVATIONS TAKEN FROM TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "BNFY". THE RELATIVE BEARING IS N87°43'22"W ALONG THE MONUMENTED NORTH RIGHT OF WAY LINE OF MINNESOTA STREET. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
 - ELEVATIONS ARE NOT APPLICABLE TO THIS PROJECT.
 - RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS OR RIGHT OF WAY MAPS, AND INFORMATION OBTAINED IN THE PUBLIC RECORDS FOR HOLMES COUNTY.
 - UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE BOUNDARIES OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE SUBJECT PARCEL BOUNDARY HAVE BEEN LOCATED.
 - EASEMENTS OR OTHER RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
 - THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
 - THIS SURVEY DOES NOT DETERMINE THE OWNERSHIP OF THE LANDS SHOWN HEREON.
 - UNLESS OTHERWISE DENOTED ON THIS SURVEY, NO STATE OR FEDERAL JURISDICTIONAL BOUNDARIES WERE ESTABLISHED, RECOVERED, DEFINED, OR DELINEATED, IF THEY EXIST.
 - IN THE EVENT OF A DISPUTE OR DISAGREEMENT, THE CLIENT IS ADVISED TO SEEK LEGAL COUNSEL BEFORE CLEARING, CONSTRUCTING, OR REMOVING ANY FENCES OR OTHER PERMANENT STRUCTURES.
 - BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 1205900245D, DATED DECEMBER 17, 2010, THE ABOVE-DESCRIBED PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND IS RELATIVE TO THE STATE PLANE COORDINATE SYSTEM NAD83 FLORIDA NORTH ZONE.
 - FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE. THESE AND OTHER FEATURES SUCH AS PERMANENT STRUCTURES, FENCE LINES, ADDITIONAL MONUMENTATION, ETC. FOUND NEAR THE SUBJECT BOUNDARY LINES, MAY BE SHOWN AT AN EXAGGERATED SCALE TO MORE CLEARLY REPRESENT THEIR LOCATION.
 - UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES. SURFACE FEATURES AND/OR CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
 - UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT BEEN LOCATED.
 - THE SURVEY MAP AND REPORT OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THE ABOVE-DESCRIBED PARCEL IN OFFICIAL RECORDS BOOK 656, PAGE 682 CONTAINS 0.20 OF AN ACRE, MORE OR LESS. THE ABOVE-DESCRIBED PARCEL IN OFFICIAL RECORDS BOOK 505, PAGE 909 CONTAINS 0.19 OF AN ACRE, MORE OR LESS.

**STATE ROAD NO. 79
N WAUKESHA STREET
MAP SECTION 1530.30-5
46' RIGHT OF WAY PER FOOT MAINTENANCE**



**E MINNESOTA STREET
75' RIGHT OF WAY(P)**

- LEGEND & ABBREVIATIONS:**
- = SET 5/8" IRON ROD & CAP -SSMC LB 2108
 - = BURIED FIBER OPTIC LINE
 - = IRON PIPE
 - ⊠ = AIR CONDITIONING UNIT
 - ⊕ = ELECTRIC SERVICE METER
 - ⊙ = UTILITY POLE
 - X- = CHAINLINK FENCE
 - FOC- = BURIED FIBER OPTIC LINE
 - OHL- = OVERHEAD UTILITY LINE
 - ORB = OFFICIAL RECORDS BOOK
 - PG(S) = PAGE(S)
 - (P) = PLAT
 - LB = LICENSED BUSINESS
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - ID = IDENTIFICATION
 - NAD = NORTH AMERICAN DATUM
 - SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
 - ⊙ = SERVICE POLE

NOTICE OF LIABILITY:
THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

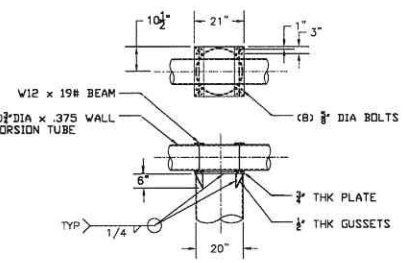
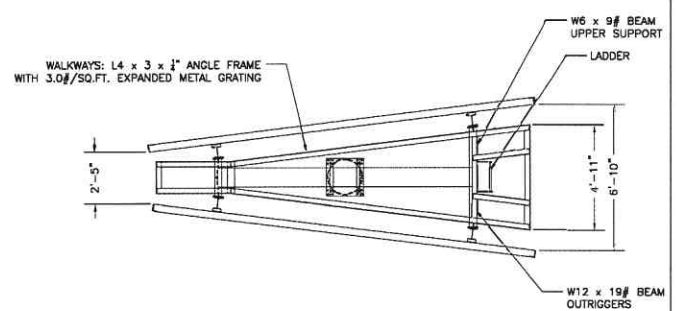
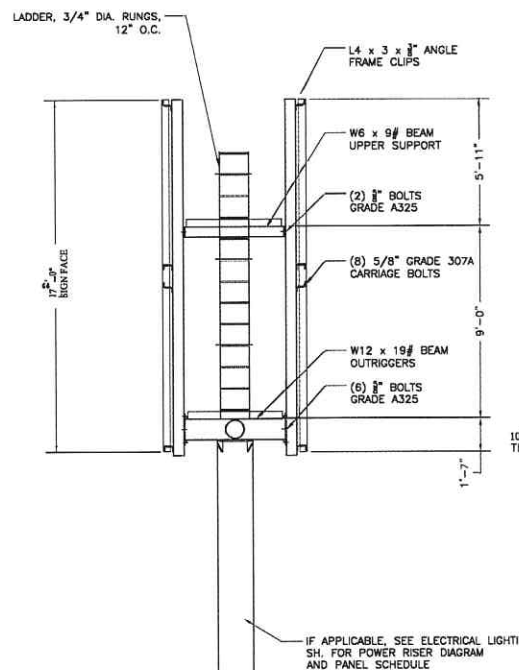
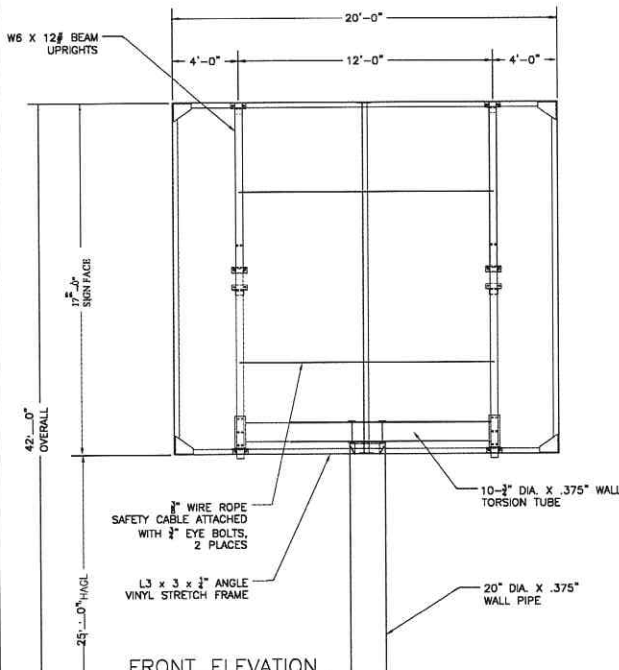
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
1130 Highway 90
Clulley, Florida 35448
e-mail: info@southeasternsurveying.com
Certification Number: LP21018

SSMC
SUE & SURVEY & GIS

BOUNDARY SURVEY
PROJECT: 902 & 908 N WAUKESHA STREET
BONIFAY, FLORIDA
DATE: 12/22/2025
SCALE: 1" = 20'

SUBMIT LOCATIONS

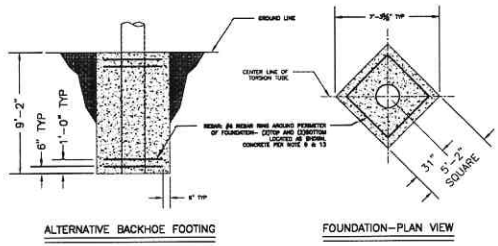
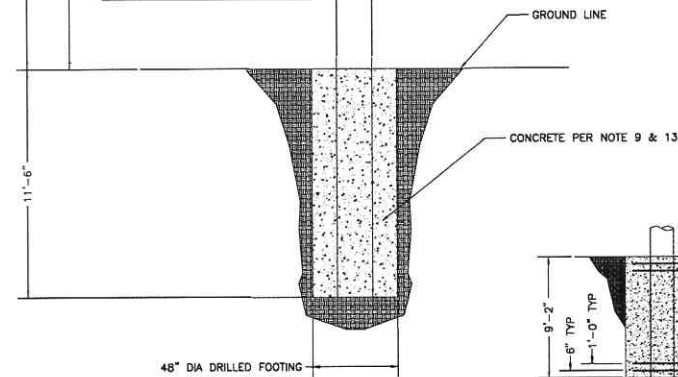
DRAWING NUMBER: 75819001
SHEET NUMBER: 1 OF 1



Digitally signed by Jermy L. Bowers
 DN: cn=US, o=Indiana, ou=Summit, email=jlb@summiteng.com, c=US
 Date: 2023.04.21 09:31:32 -0400
 Adobe Acrobat version: 2023.001.20458



IF APPLICABLE, SEE ELECTRICAL LIGHTING SH. FOR POWER RISER DIAGRAM AND PANEL SCHEDULE



SPECIFICATIONS	CODE DATA
<ol style="list-style-type: none"> STEEL ROLLED W BEAM SECTIONS: ASTM A992 ALL OTHER ROLLED SECTIONS: ASTM A36 PIPE SECTIONS: A.P.I. 5L X 42 BOLTS: 1/2" MINIMUM DIAMETER- GRADE A325 ASSUMED LATERAL SOIL PRESSURE 200 PSF/FT. SOIL BEARING PRESSURE ASSUMED 1500 LBS./S.F. PER 2021 IBC TABLE 1806.2 DESIGNED WIND LOAD 31.25 P.S.F. THE DESIGNED WIND LOAD HAS BEEN FOUND TO EXCEED THE SEISMIC LOADING OF EARTH QUAKES. DEAD LOAD: TOTAL SIGN WEIGHT 10,500# LIVE LOAD: WALKWAYS - 60#/SQ. FT. CONCRETE: 3000 PSI AT 28 DAYS DESIGN-2500 PSI AT 28 DAYS ALL WELDS TO CONFORM TO AWS D1.1-98 SPECIFICATION DESIGNED IN ACCORDANCE WITH 2021 IBC REQUIREMENTS. STEEL TO RECEIVE RUST INHIBITIVE PRIMER AND TOP COAT OF COLOR CHOICE REINFORCING BAR: ASTM A-615 GRADE 60 ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED. 	<p>CONSTRUCTION CODE - 2021 IBC</p> <p>USE GROUP: U TYPE OF CONSTRUCTION: IIB ULTIMATE DESIGN SPEED: 127 MPH NOMINAL WIND SPEED: 101 MPH WIND EXPOSURE: B RISK CATEGORY: II SIGN AREA EACH FACE: 297 SQ. FT. SIGN HEIGHT: 42'-0" SPECIAL INSPECTIONS: REQUIRED</p> <p>SUMMIT LOCATIONS</p> <p>MONOPOLE 17' x 20</p> <p>902 N. Waukesha Bonifay, FL 32425 FL-37</p> <p>JERMEY L. BOWERS P.E. 121 S. MAIN STREET AUBURN, IN 46706 PHONE: 260-333-0900 EMAIL: jbowers@bowerseng.com</p> <p>DATE: JM APPROVED BY: JSS CHECKED: DATE: 4/21/25 SHEET: 1 OF 1</p>



311 East Street
Gordon, OH 45304

New Billboard Installation

Tamphus Messer do not have an objection to Summit Locations installing a New Billboard at 902 N Waukesha Bonifay, FL 32425. That is located within 100' of the above-named residence.

Neighbor Name: Tamphus Messer
Address: 906 N Waukesha Bonifay, FL 32425
850-527-5569

Signature of Consent: Tamphus Messer
Print Name Tamphus Messer
Dated this 29 day of Aug, 2025

Signature of Consent: _____
Print Name _____
Dated this ____ day of _____, 2025

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 6th day of **March, 2025** by and between **Dwight D. Rich Jr. & Heather E. Rich** (hereinafter "Lessor," whether one or more), and **SUMMIT LOCATIONS, LLC** (hereinafter "Lessee"), a limited liability company organized under the laws of the State of Ohio. **WITNESSETH:**

WHEREAS, the Lessor is the owner of a parcel of real property located on the **East** side of **HWY 79** and commonly known as **902 N Waukesha Bonifay, FL 32425** and/also known by the Parcel Number: **05310200200A001100**; and

WHEREAS, said Lessor and Lessee desire to execute a Lease Agreement pertaining to a portion of said real property as further described in Exhibit A, attached hereto; and

WHEREAS, this instrument embodies the entire agreement between the Lessor and the Lessee concerning this transaction.

1) **DESCRIPTION OF LEASED PREMISES.** In consideration of the rent provided for in Paragraph 3 of this Lease Agreement, Lessor leases to Lessee a portion of the real property described above belonging to Lessor ("Lessor's Property"). The portion of the Lessor's Property subject to this lease is more fully set forth in Exhibit "A" to this agreement, which is attached hereto, and is incorporated by reference as if fully set forth herein (the "Leased Premises").

4) **USE OF PROPERTY.** Lessee shall use the Leased Premises for the erection, operation and maintenance of outdoor advertising structures and for no other purposes. Lessee shall have the right to erect, place, maintain, convert to digital and/or replace advertising sign structures and equipment therefor on the Leased Premises and to post, paint, illuminate and maintain advertisements on such structures. Lessee shall further have the right to utilize an existing electrical connection or install electrical lines across Lessor's Property to the Leased Premises, for the purpose of lighting or otherwise operating the outdoor advertising structures. All costs incurred in obtaining electrical service on the Leased Premises for Lessee's use, including electrical bills and any construction or installation that is necessary, shall be paid solely by Lessee. All construction shall be performed by Lessee or by others at Lessee's request and shall be performed at Lessee's sole cost and expense. If Lessee is unable to obtain all necessary licenses, permits, and other necessary authority for the erection or maintenance of such sign, Lessee shall have the unconditional right to terminate this Lease Agreement upon thirty (30) days written notice as set forth in this agreement.

5) **OWNERSHIP OF IMPROVEMENTS.** All improvements placed upon the Leased Premises by Lessee shall remain the Lessee's property and may be removed at Lessee's discretion during the term of the Lease or within a reasonable time after expiration of the Lease. Any permits obtained by Lessee relating to the erection and/or operation of advertising structures on the Leased Premises shall also remain the property of Lessee.

6) **ACCESS TO LEASED PREMISES.** Lessor grants Lessee a non-exclusive easement over and across Lessor's Property at all times during the term of this Lease Agreement and any renewal thereof for the purpose of accessing, maintaining, replacing, repairing or performing work in connection with Lessee's advertising sign structures or for the purpose of providing utilities thereto. Lessor also grants Lessee the right to reasonably trim vegetation on Lessor's Property that threatens to obscure all or part of the view of Lessee's advertising sign structures.

7) **LESSOR'S COVENANTS.** A) **AUTHORITY TO ENTER INTO LEASE.** Lessor covenants that Lessor is the lawful owner of the Leased Property and has full and proper authority to enter into this Lease Agreement as such. B) **QUIET POSSESSION.** Lessor covenants that Lessee shall have quiet possession of the Leased Premises during the term of this Lease, subject, however, to the right of forfeiture and re-entry hereinafter provided for in the event of the Lessee's failure to perform its covenants and conditions hereunder. C) **NO OBSTRUCTIONS.** Lessor shall not maintain, place or permit to be placed on Lessor's Property any signs, structures, vegetation or other projection that would block or impair, in any way at all, the view of Lessee's sign structures from **HWY 79**.

8) **LESSEE'S COVENANTS.** A) **REPAIRS AND MAINTENANCE.** Lessee shall, at all times during the term of this Lease Agreement, keep the Leased Premises and all improvements placed thereon by Lessee in good repair, and shall maintain them at all times in a clean and attractive condition. B) **UTILITIES AND SERVICES.** Lessee shall, throughout the term of this Lease, pay all bills for electricity, other utilities, or other articles which may be caused by Lessee to be furnished or supplied to the Leased Premises, immediately upon becoming due and payable and shall hold the Lessor harmless from any liability therefor. C) **INSURANCE.** Lessee shall obtain and keep in full force and effect at all times during the term of this Lease Agreement, a policy of public liability insurance with policy limits in the amount of \$1,000,000 for the protection of Lessor and Lessee against liability arising out of Lessee's use of the Leased Premises and the improvements erected thereon. D) **BILLBOARD ADVERTISING CONTENT.** Lessee shall not display or permit to be displayed on the billboard any images or messages advertising, promoting, or condoning the usage of drugs, alcohol, tobacco, pornography, strip clubs, or any other such immoral or offensive behavior, whether such image or message should be expressed directly or by innuendo. E) **SURRENDER.** Within a reasonable time after the last day of the term of this Lease Agreement, Lessee shall surrender to the Lessor all of the Leased Premises in the same condition as when received, reasonable use and wear thereof and damage by fire, acts of God or war excepted, and remove the above ground portion of its structure.

9) **TERMINATION BY LESSOR.** If Lessee defaults in the payment of rent, or breaches any other covenant or condition of this Lease Agreement, upon the provision of written notice of the breach to Lessee and Lessee's failure to cure such breach within sixty (60) days thereafter, Lessor may, at Lessor's option, terminate this Lease Agreement for the default, reenter the Leased Premises, and require Lessee's removal of improvements placed on the Leased Premises by Lessee.

10) **TERMINATION BY LESSEE.** A) **BREACH BY LESSOR.** If Lessor breaches any covenant or condition of this Lease Agreement, upon the provision of written notice of the breach to Lessor and Lessor's failure to cure such breach within sixty (60) days thereafter, Lessee may, at Lessee's option, terminate this Lease Agreement for the default, and Lessor shall thereafter pay to Lessee any funds as are due to Lessee in addition to and not in lieu of other remedies available to Lessee for breach of contract. B) **OTHER CIRCUMSTANCES.** Lessee shall have the right to cancel this Lease Agreement upon thirty (30) days prior written notice to Lessor if any of the following occur: 1) Lessee's signs or structures on the Leased Premises are or become entirely or substantially obscured or destroyed through no fault of Lessee and Lessee chooses not to repair said signs, Lessee to make such determination within forty-five (45) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by Lessee of such right to cancel; 2) the Leased Premises is or becomes unsafe for maintenance of Lessee's signs or structures, through no fault, act or omission of Lessee; 3) a permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Leased Premises; 4) Lessee is prevented by a present or future law, regulation or ordinance from constructing or maintaining such signs on the Leased Premises. 5) The sign is no longer economically advantageous to the Lessee to operate.

11) **TRANSFER OF LEASED PREMISES.** A) **LESSOR'S SUCCESSOR.** If Lessor should sell or transfer the Leased Premises, the parties agree that any transferee shall be subject to the covenants and conditions herein contained, and binds the heirs, successors and assigns of the Lessor. B) **SPECIFIC PERFORMANCE.** Lessor and Lessee agree that the Leased Premises is unique and has particular value to Lessee for Lessee's business purposes. As a result, Lessor and Lessee agree that in the event of a transfer of the Leased Premises, the only appropriate outcome and the only adequate remedy is specific performance of this Lease Agreement. Lessor agrees to give any such transferee a copy of this Lease Agreement prior to transfer.

12) **EXTENSION.** This Lease Agreement shall automatically extend for a like term after expiration of the initial term of this Agreement, after the automatic extension term expiration the Agreement shall renew year to year until terminated by either party in writing thirty (30) days prior to the expiration of the term. The other terms, covenants, and conditions shall be the same as those in the initial term of the Agreement.

13) **EFFECT OF CONDEMNATION.** In the event of condemnation of all or any part of the Leased Premises, Lessor grants Lessee the right to relocate Lessee's advertising structure on Lessor's Property in a location adjacent to the condemned property and/or adjacent to the street(s) or highway(s) from which the original sign structure was originally visible, if possible. This right is in addition to and not in lieu of Lessee's right to receive just compensation for the loss of its interest in the condemned property.

14) **ASSIGNABILITY.** Lessee shall have the right to assign all of Lessee's rights and obligations under this Lease Agreement without Lessor's prior approval. Upon such assignment, provided Lessee is not presently in default, Lessor, Lessee, and Lessee's assignee may execute a novation by which Lessee's

assignee assumes, and Lessee is absolved of, any further duties, obligations, or liabilities pursuant to this Lease Agreement.

15) **NOTICES.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to Lessor or to the office of Lessee, and the date of any notice by certified mail shall be deemed to be the date of receipt thereof. All notices given under this Lease Agreement shall be sent to Lessee or Lessor at the address below.

16) **ACTUAL GROSS ADVERTISING RENT REVENUE.** This is defined as all rents collected from the advertisers, in the quarter for which rent is due under this Lease Agreement.

17) **MODIFICATION.** This Lease Agreement may only be modified or amended by a writing containing the valid signatures of Lessor and Lessee.

18) **CHOICE OF LAW.** The law of the state in which the Property is located shall govern. This Lease (and any addendum) represents the entire agreement of Lessee and Lessor with respect to the Structures and the Property.

19) **HEADINGS.** The heading notes as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part of this Lease Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

20) **SINGULAR/PLURAL; GENDER.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

21) **SEVERABILITY.** Should any provision or portion of this Lease Agreement be deemed invalid or unenforceable by a court of law, then such portion shall not affect the enforceability of the rest of the Lease Agreement and shall be omitted from consideration with minimal effect on the enforcement of the remainder of the Lease Agreement.

22) **FIRST RIGHT OF REFUSAL.** During the term of this Lease Agreement and any renewals, Lessor shall allow Summit Locations a First Right of Refusal to place billboard structures on any Lessor owned property.

23) **RECORDATION.** Lessee shall have the right to record this Lease Agreement, or memorandum thereof, at its own expense. Lessor shall cooperate with Lessee's requests for assistance.

24) **INTEGRATION.** This Agreement constitutes the entire agreement between the parties. Any modifications must be made in writing per Paragraph (17) above.

25) **ATTORNEY FEES.** Should either party incur any legal expenses, including all attorney's fees and/or expert fees, to enforce its rights under this Lease Agreement, the prevailing party to any such legal action, shall be entitled to reimbursement of the same.

LESSEE: Summit Locations, LLC

LESSOR: Dwight D. Rich Sr. & Heather E. Rich

Address: 301 W INDIANA AVE
BONIFAY FL 32425

Address: 311 East Street Gordon, OH 45304

Phone: 850-774-6655

Dwight D. Rich, Jr.

By: _____
Dwight D. Rich Sr.

Heather E. Rich

BY: _____
Heather E. Rich

03/07/25

Date: _____



By: _____
Joe Cala, its General Manager

3/7/2025

Date: _____