

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Chipley, FL will conduct a public hearing at the City Hall Council Chambers located at 1442 Jackson Ave, Chipley, FL and via Zoom, on Thursday, September 19, 2024, at 3:00 p.m. CST. The purpose of this hearing is to review and consider the following request:

1. Request for Development Order and Certificate of Appropriateness – 1176 E Jackson Avenue – Summit Locations LLC. The property is located at 1176 E Jackson Avenue, Parcel ID:000000000-00-1035-0001.

Zoom webinar.

When: Sep 19, 2024 03:00 PM Central Time (US and Canada)

Topic: Planning & Zoning Commission Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82889543915>

Or One tap mobile :+13052241968,,82889543915# US +13017158592,,82889543915# US (Washington DC)

Or Telephone: Dial(for higher quality, dial a number based on your current location):

+1 305 224 1968 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US

+1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 646 931 3860 US

+1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US

+1 564 217 2000 US +1 669 444 9171 US +1 669 900 9128 US (San Jose)

Webinar ID: 828 8954 3915

All citizens and interested parties are encouraged to attend the public hearings or via zoom. Any inquiries regarding the public hearings or any person requiring special accommodations due to disability or physical impairment, including speech or hearing impairments, should contact the City Hall at 850-638-6350 at least five (5) business days prior to the hearing.

Tamara Donjuan

Code Enforcement/Planning Officer

Sec. 30-7. Permitted permanent outdoor advertising signs (billboards).

- (a) *Where allowed.* Permanent outdoor advertising signs are only allowed in within commercial (C) and industrial (I) land use districts. Such signs may not be located closer than 100 feet to any residential dwelling unit.
- (b) *Content.* Outdoor advertising signs may not display any message that is harmful to minors.
- (c) *Permissible number, area, spacing and height of permanent outdoor advertising signs.*
 - (1) *Maximum size.* No permanent outdoor advertising sign may exceed a total of 600 square feet in size. No single side face may exceed 300 square feet in size.
 - (2) *Maximum height.* No permanent outdoor advertising sign, or combination of signs, may exceed 38 feet in height.
 - (3) *Maximum width.* No permanent outdoor advertising sign, or combination of signs, may exceed 30 feet in width.
 - (4) *Spacing.* No permanent outdoor advertising sign may be closer than 20 feet from any property line, nor closer than 1,000 feet from any other permanent outdoor advertising sign on either side of the thoroughfare to which the permanent advertising sign is directed. Spacing shall be determined based on signs that have received the necessary city permit pursuant to this chapter, and signs having received prior authorization shall have priority over a later applicant in determining compliance with the spacing restrictions.
- (d) *Nonconforming permanent outdoor advertising signs.* Nonconforming outdoor advertising signs are subject to this chapter, except that, if the only reason for the nonconformance is a failure to meet the spacing requirement between signs, the sign may remain subject only to the prohibition listed below:
 - (1) Any sign within the city which is prohibited by or does not conform to the requirements of this chapter; except that signs that are within ten percent of the height and size limitations of this chapter, and that in all other respects conform to the requirements of this chapter, shall be deemed to be in conformity.
 - (2) If, because of the removal of other signs, a sign comes into compliance with the spacing requirements, the owner of that sign may apply for a permit to maintain the sign as a conforming sign.

(Code 1987, § 15-8; Ord. No. 808, § 3, 6-13-2000; Ord. No. 849, § 2, 6-8-2004)

Sec. 44-163. Corridor development district.

Corridor development land uses will be classified as follows:

- (1) *Purpose and intent.* A corridor development district (CDD) is established along the US Highway 90 and portions of the SR 77 corridor as an overlay zone to certain land uses shown on the city's future land use map. The CDD shall consist of where the majority of commercial development has occurred in the past, and where such uses are planned to occur in the future. The purpose of the CDD is to provide higher standards for redevelopment of deteriorating and/or unattractive structures and signs. The purpose also includes providing more stringent standards for new development so that such development aesthetically blends with the small city character of Chipley. The negative effects of existing strip commercialization shall be reduced as redevelopment occurs and such effects shall not be permitted as new development occurs. Negative strip commercialization effects include such areas as individual driveway connections, unsightly/large/outdated/abandoned signs, inappropriate landscaping, and building designs, materials, and colors that do not contribute to the aesthetic qualities of the city.

-
- (2) *Location.* The CDD shall be defined as shown on the corridor development district map which is an element of the future land use map series of the city comprehensive plan. The CDD shall follow the SR 77 corridor from the Interstate 10 interchange node north to include the downtown area central business district and terminate at Watts Avenue. The CDD shall also follow the US 90 corridor within the city. The CDD is intended as an overlay zone of higher standards to the land uses shown on the future land use map.
- (3) *Development standards.*
- a. *Uses allowed.* All uses allowed within the individual land use districts which are overlaid by the CDD shall be allowed in any one land use district. However, that section of the CDD which overlays Highway 77 from South Boulevard, north to Watts Avenue shall be prohibited from any commercial development. Further, within the CDD, neighborhood commercial development shall be restricted to the following uses:
 1. Beauty salons and barber shops.
 2. Florists.
 3. Art, antiques, crafts, and gift shops.
 4. Professional offices, such as that of a physician, surgeon, dentist, lawyer, music or art teacher, engineer, architect, or any consistent with this section.
 5. Bed and breakfast and residential guest houses.
 6. Day care centers (children and adult).
 - b. *Density and intensity.* The density and intensity of development within the CDD shall be determined by the individual land use districts within the CDD.
 - c. *Design standards.* The following design standards shall guide development within the CDD:
 1. *Access management.* The number and location of driveways shall be governed by DOT standards and the access management provisions of this Code. Where possible, shared access points and service roads shall be encouraged.
 2. *Signs.* The number and location of signs shall be governed by the sign provisions of this Code.
 3. *Off-street parking.* Off-street parking shall be governed by the off-street parking provisions of this Code. However, off-street parking associated with neighborhood commercial developments within the CDD shall be limited to side and rear yards. All off-street parking areas adjacent to the street right-of-way shall be landscaped in accordance with this Code.
 4. *Landscaping and screening.* Landscaping shall be provided pursuant to the landscape provisions of this Code. All service areas (e.g., trash dumpsters, loading docks, compactors) shall be screened from the street and adjacent building by landscaping or fencing (chain link fences are prohibited for this purpose) or a combination thereof. Screening shall be a minimum of six feet in height.
 5. *Architectural standards.* Buildings or structures which are part of a present or future group or complex shall have a unit of character and design. The relationship of forms and the use, texture and materials shall be such as to create a harmonious whole. Buildings or structures located along strips of land or on single sites and not part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. Materials which are compatible with the appearance of the surrounding neighborhood should be encouraged. It is not inferred that buildings must look alike to be of the same

style to be compatible with the intent of the district. Compatibility of character can be achieved through the proper consideration of scale, proportions, site planning, landscaping materials, and use of color. Bright colors and obviously contrasting color schemes are prohibited. Proposed development adjacent to or within the historic district shall give special consideration to visual compatibility in scale and architectural design in order to reinforce the character of the historic area and to provide a buffer and transition.

6. *Sidewalks.*

- (i) All development within the area, as defined as and in subsection (2) of this section will be required to install an approved pedestrian sidewalk. Sidewalks shall be constructed in the right-of-way immediately adjacent to the owner's property with a minimum separation between the sidewalk and the edge of the nearest roadway travel lane of four feet. In such cases where the sidewalk cannot be installed immediately adjacent to the property within the right-of-way and maintain the four-foot separation, the sidewalk may be closer if the roadway has a minimum six-inch raised curb. The owner or developer may voluntarily place the sidewalk on the owner's or developer's property and dedicate an easement to the city for public use; the city will maintain established right-of-way. Any owner or developer aggrieved by this section may appeal by filing a written appeal to the planning and zoning officer to be heard by the planning and zoning board.
- (ii) All sidewalks constructed pursuant to this section shall conform to the following:
 - A. Sidewalks shall have a minimum width of five feet;
 - B. Concrete shall be at least Type I or 3000 psi strength;
 - C. Minimum thickness of sidewalks shall be four inches, except for driveways and other traffic bearing areas, the minimum thickness shall be six inches;
 - D. For sidewalks, expansion joints shall be placed every 20 feet with construction joints at all other five-foot intervals. A construction joint shall mean a sawed or tooled joint at least three-fourths-inch deep from the top of the sidewalk and extending across the width of the sidewalk;
 - E. All street and curb cuts shall meet any applicable laws or regulations for access by disabled persons; and
 - F. All property site preparation, clearing and leveling shall be completed before installation of any sidewalks.
- (4) *Development review process.* All development within the CDD shall be reviewed through the public hearing process by the planning and zoning commission and a recommendation made to the city council prior to the issuance of a development order. The planning and zoning commission shall consider and adhere to the goals and objectives of the adopted comprehensive plan pertaining to historical preservation when such reviews involve development or redevelopment within any identified historical areas or sites in the city. The city council shall consider and approve/disapprove all recommendations for development within the CDD. All effort shall be made to protect the historic character of such areas in conformance with all standards established within this Code.

(Code 1987, § 20-145; Ord. No. 695, § 2, 1-6-1992; Ord. No. 771, § 15, 4-8-1997; Ord. No. 801, § 2, 1-11-2000; Ord. No. 897, § 2, 2-11-2010)

City of Chipley Development Order

File No. _____

Fees Paid \$ _____

Name of Owner: BRANDON TOMPKINS & JENNIFER TOMPKINS (landowners)

Phone #: _____

Address: 1176 E Jackson Ave Chipley, FL, 32428

Name of Developer/Contractor: Summit Locations LLC

Address: 311 East St. Gordon, OH, 45304

Phone #: 937-287-4204

Type of Development: Off-Premise Outdoor Advertising Sign

Parcel Size: 0.78 acres

Location of Development: 1176 E Jackson Ave Chipley, FL 32428

Land Use Designation: Commercial

Sq. Ft. of Building _____

Site Plan Required? Yes ☒ No

Stormwater Permit Required? Yes No ☒

City Utilities Needed? Potable Water

Waste Water

Natural Gas

Garbage

Attachments to Order:

1. _____

2. _____

3. _____

4. _____

Date of Planning & Zoning Commission Approval:

Sept. 19 2024

Date of City Council Approval:

October 8, 2024

Contingencies/Conditions of Approval: _____

The City Council hereby authorizes the development of land within the City of Chipley, Florida, as specified herein. Any development undertaken pursuant to this order shall be in strict conformance with the application for development approval and site plan(s) as approved by the City.

Signature – City Administrator

Date

Attest

Date

SEAL

Owner/Developer/Contractor:

Summit Locations LLC



City of Chipley

Land Use Compliance Certificate

Fee Amount \$ 40.00



Verification provided for (Owner's Name): Brandon and Jennifer Tompkins

Project Site Address: 1176 E Jackson Ave Chipley, FL 32428

Phone Number: _____

Contractor Name/Address Summit Locations LLC 311 East St. Gordon, OH, 45304

Contractor Phone #: 937-287-4204 Parcel I.D. Number: 000000000010350001

City of Chipley Future Land Use Designation

Low Density Residential		Neighborhood Commercial	
Medium Density Residential		Historic Commercial	
High Density Residential		Industrial	
Historic		Recreational	
Commercial	X	Public/Semi Public/Educational	

Flood Zone: Yes X No Zone Type X
Asbestos: Yes No

Scope of work (Please provide details of all work): Install an 8x18x4 off-premise outdoor advertising sign.

A site inspection has been performed on the above development site within the City of Chipley, Florida. It is hereby verified that all site development standards meet the City's land use, zoning and comprehensive planning requirements.

Lauran Bunting
Applicant

8/27/2024
Date

City Official Verifying Compliance

Date

Notice to Applicant: This certificate must be presented to the Washington County Building Official and is requisite to issuance of a "Certificate of Occupancy" for your construction project.

City of Chipley
Sign Application
Application Fee: \$ _____

.....

Date: 8/6/2024

Application #: _____

Applicant's Name: Lauran Bunting

Business Name: Summit Locations LLC

Phone #: 937-287-4204

Address of Sign: 1176 E Jackson Ave Chipley, FL 32428

Name & Address of Sign Contractor: Summit Locations LLC

311 East St. Gordon, OH, 45304

.....

Please provide the following information:

1. Type of Sign(s):

a. ☐ Ground Sign ☐ Building Sign ☒ Outdoor Advertising Sign
(Billboards)

2. Scale drawing and dimensions of sign.

a. **Ground Signs & Outdoor Advertising Signs:** provide site plan showing location of sign, distances from existing buildings, intersections, driveway connections and property lines. (Outdoor advertising signs require D.O.T. permit application).

b. **Building Signs:** provide drawing of building showing elevation and location of sign.

3. Type of illumination: N/A

4. Land use designation: Commercial

5. Number of existing signs on property: 0

The City of Chipley hereby authorizes placement of the above referenced signage. Any deviation to construction or location which are not reflected in this document will result in revocation of application.

City Administrator or Code Officer

Date



Owner/Contractor

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Name: Summit Locations LLC

Address: 311 East St. Gordon, OH, 45304

Phone #: 937-287-4204

Address of property to be improved: 1176 E Jackson Ave Chipley, FL 32428

List of improvements including materials to be used, paint colors, and other details which will alter the current appearance of the structure or property.

Install an off-premise outdoor advertising sign. Structure is a black steel monopole.

Note: Include a site plan showing location of proposed construction if the improvement is not on the existing structure.

I (name of applicant) Lauran Bunting certify that the information submitted truly reflects all improvements which will be made on the property. Should any changes be desired, I will notify the City of Chipley. I acknowledge that penalties can be the result of varying from the plans or description submitted and approved.

Signed: Lauran Bunting Date: 8/27/2024

Action: Approved ☐ Not Approved ☐

Comments: _____

Signature/Title/Authority

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 31st day of July, 2024 by and between Brandon & Jennifer Tompkins (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 West side of Jackson Ave., commonly known as 1176 E Jackson Ave Chipley, FL 32428 and also known by the Parcel Number: 00000000010350001; 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 thereon 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 Jackson Ave.

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 extend for an additional term of 25 year(s) after expiration of the term of this Lease Agreement under the terms and provisions set forth herein, unless the Lessee gives Lessor written notice of intent not to extend at least thirty (30) days prior the expiration of the initial term. After the expiration of the initial term and automatic extension, this Lease Agreement shall further extend, year to year, until terminated by either party by providing written notice of intent not to extend at least thirty (30) days before expiration of this Lease 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 (1) allow Summit Locations a First Right of Refusal to place billboard structures on any Lessor owned property. (2) Should Lessor enter into a contract or verbally agree to sell the Property, then Lessor shall grant Summit Locations a First Right of Refusal to purchase the property at a purchase price equal to the offer made by a bona fide non related third party. Lessor shall provide notice to Summit Locations within five (5) days of receiving an offer verbally or by contract. Summit Locations shall respond to the notice within fifteen (15) days from the date of receipt.

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.** Lessee is entitled to recover from Lessor any and all legal expenses, including all attorney's fees and/or expert fees, incurred to enforce its rights under this Lease Agreement.

LESSOR: Brandon Tompkins

LESSEE: Summit Locations, LLC

Address: 1176 JACKSON AVE
CHIPLEY FL 32428

Address: 311 East Street
Gordon, OH 45304

By: *Joe Cala*
Joe Cala, its General Manager

Phone: 850-260-8650

Date: 8/1/2024

Brandon Tompkins

By: _____
Signature

Jennifer Tompkins

By: _____
Signature

July 31, 2024

Date: _____

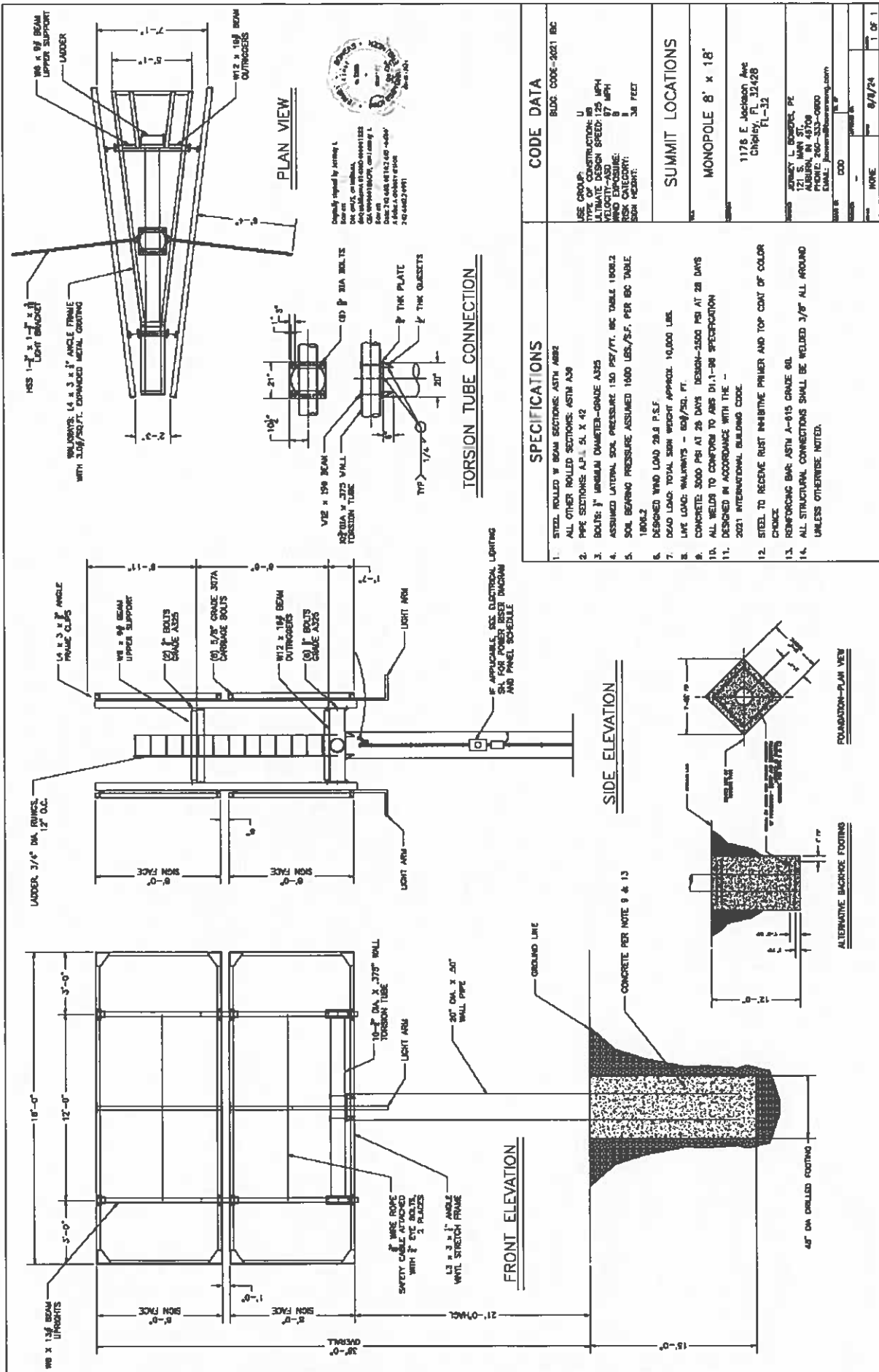
SITE PLAN: FL-32 BRANDON TOMPKINS & JENNIFER TOMPKINS

ADDRESS: 1176 E Jackson Ave Chipley, FL 32428

30.7803336251, -85.531988732



Existing Power lines
Existing ROW



NWFWMD Report

Geographical Information

Latitude/Longitude: 30.78045,-85.53221
Address: BJ's Grill Burgers and More, 1176 Jackson Ave, Chipley, FL, 32428, US
Parcel ID: 000000000-00-1035-0001
Firm Panel (Preliminary): N/A
Firm Panel (Effective): 12133C0070D

Flood Information

Flood Zone Information

Preliminary Flood Zone
Location of Interest: N/A
Parcel: N/A
Base Flood Information*: N/A
Effective Flood Zone
Location of Interest: X
Parcel: X:100%;
Base Flood Information*: N/A

*The computed elevation to which floodwater is anticipated to rise during the base flood (100 Year Flood). Base Flood Elevations (BFEs) are shown on Flood Insurance Rate Maps (FIRMs) and on the flood profiles. The BFE is the regulatory requirement for the elevation or floodproofing of structures. The relationship between the BFE and a structure's elevation determines the flood insurance premium. Datum of measurement is NAVD1988.

Effective SFHA Flood Map (Effective Issue Date: 7/4/2011)



Zone VE: A coastal area inundated by 100-year flooding and subject to a velocity hazard (wave action) where BFEs have been determined. Zone AE: An area inundated by 100-year flooding, for which BFEs have been determined. Zone AO/AH: An area inundated by 100-year flooding (AO) Sheet flow, ponding, or shallow flooding where Base Flood Depths are provided; (AH) Shallow flooding base floodplain where BFEs have been determined. Zone A: An area inundated by 100-year flooding, for which no BFEs have been determined. Zone 0.2PCT (0.2 PCT ANNUAL CHANCE FLOOD HAZARD/500): An area inundated by 500-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile or an area protected by levees from 100-year flooding. Zone X: An area of minimal flood hazard.

Disclaimer: Although derived directly from a variety of sources, including the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps (FIRMs), the District's digital elevation model, the counties' digital parcel maps and data from other governmental sources, the data provided through this portal is for informational purposes only. The user is advised to be aware that for flood insurance or regulatory determinations, or for supporting an application for a Letter of Map Change (LOMC), only the official and latest FEMA FIRM and Flood Insurance Study (FIS) report should be consulted. Also, all elevation data submitted in support of a LOMC application must be certified by a licensed land surveyor, engineer, or architect. The NWFWMD, FEMA, its agents, and partners shall not be held responsible for the misuse or misinterpretation of the information presented in this portal.