



COCHISE COUNTY
Arizona

Development Services

 520-432-9300
 developmentsservices@cochise.az.gov
 www.cochise.az.gov
 1415 Melody Ln, Bdg F
Bisbee, Arizona 85603

Special Use Application

Special Uses are activities or uses that, because of their unique characteristics, potentially could generate greater impacts than uses permitted in a zoning district. Due to these greater impacts, special uses are not granted administratively. Rather, they must be reviewed and approved by the Planning and Zoning Commission at a public hearing.

Applicant Info

Name: Summit Locations LLC (Taylor Baumgardner)

Address: 311 East St Gordon OH 45304

Phone: 704-747-8487

Email: taylor@summitlocations.com

Describe your relationship to this application (select one):

Property owner (skip next question)

Authorized agent

By typing their name below, the undersigned, registered property owner of the property subject to this application, hereby grants the authorized agent noted above to act on their behalf and take all actions necessary for the processing, issuance and acceptance of this permit or application.

Signature: Please see Exhibit A

Date:

Property Info

Property Owner Name(s): ABSOLUTE STORAGE SYSTEMS LLC

Parcel Number (APN): 10616030B

Property Size (in acreage or square feet): 10.01

Property Zoning Designation: GB

Processing Fees

\$500 + (\$20/acre, (\$2,000 acreage fee max)) Applicants may pay online with a credit card or mail a check to the Development Services Department at 1415 W Melody Ln, Building F, Bisbee, AZ 85603, payable to the Cochise County Treasurer.

Required Submittals

- This application
- A concept plan
- A copy of the neighborhood notification letter and any information provided to the public
- A non-refundable processing fee

Project Info

Identify the utility company/service provider for each of the following services and state if additional provisions or future connections are required in the space below.

Service	Utility Company/Service Provider
Water/Well	
Sewer/Septic*	
Electricity	
Fire Protection	
Waste Disposal	

* If the property is, or will be, served by a septic system, indicate the location of the septic system and the 100% expansion area on the site plan. State whether the system is existing or proposed.

Is this request consistent with all deed restrictions or private covenants in effect for this property? If applicable, please include a copy of these restrictions/covenants with this application.

Yes

No

N/A, no deed restrictions

Supplemental Questions

1. Please state the reason for this request and why it should be supported.

The purpose of this request is to install a 12' x 24' x 4' off-premise outdoor advertising sign. The proposed sign height exceeds the standard maximum by 10 feet. This additional height is necessary to ensure the sign is clearly visible from the adjacent roadway and to reduce the need for excessive head turning by drivers. By improving visibility, the increased height contributes to safer driving conditions and more effective communication of the sign's message.

2. Describe all **existing** structures/uses present on the subject property. Note: Show the location and size of existing structures on the accompanying site plan.

There is a self storage facility located on the property and an on-premise advertising sign located +/-389' from proposed sign. Please see site plan for a detailed view.

3. Describe all **proposed** structures/uses that will be placed on the property. Note: Show the location and size of proposed structures on the accompanying site plan.

12x24x4 V-type structure
288SF per sign face, 4 sign faces total
20' HAGL
Steel construction, static faces, lighted
off-premise advertising

4. What materials will be used to construct the new building(s)? (Note, for an existing building(s), please also list the construction type(s), i.e., factory-built building, wood, block, metal).

Steel construction, metal, static/vinyl ad facings

5. Will the project be constructed/completed within one year or phased?



One year



Phased

Supplemental Questions Continued

5.a. If this is a phased project, describe the phases here and physically depict them on the site plan.

N/A

6. Describe all intermediate and final products/services that will be produced/offered/sold, if applicable.

Advertising space

7. What are the days of the week and hours of operation (if applicable)?

N/A

8. What are the number of employees expected to work onsite?

Initially:

Future:

9. Describe the permanent legal access to the property. State which streets or easement will be used by traffic to enter or exit the property. Specify whether the vehicular access is from a public road, private road, or easement, and label all legal access on the concept plan.

E. Allen LN.

10. What impact will this have on the traffic volume of roads that serve the subject property?

None

10.a. Number of passenger vehicles entering and leaving the site (per day/week)?

N/A

10.b. Number of large trucks entering and leaving the site (per day/week)?

N/A

Supplemental Questions Continued

10.c. At what time of day, day of week, and season (if applicable) will traffic be the heaviest?

N/A - sign has no impact on traffic quantity.

11. How many driveway cuts are proposed along streets or easements to allow site access? State whether this is an increase/decrease and whether any existing cuts will need relocation.

N/A - sign does not need additional access.

12. What is your water source? If your property is served by a well, show the existing or proposed location of the well on the site plan. State whether the well is private or shared (if applicable).

N/A

13. Total gallons of water needed for the proposed use, either daily or annually: N/A

14. List any strategies you will use on site to minimize water use, recycle water, and/or enhance onsite natural recharge.

N/A

15. Describe your citizen review process. Specifically, state whether you received any responses to your mailed notice or public meeting. Explain how your special use application has incorporated the feedback you received. Upload a copy of the mailed notice to the portal.

Mailed letters to:

PARCEL: 10616030M, 10616030L, 10616045C, 10616031H, 10616031C.

Within the letter, citizens were directed to the Cochise County to leave responses.

Please see attached letter for reference.

Supplemental Questions Continued

15.a. Date of mailing by applicant: 6/12/2025

15.b. Mailing radius: 300'

16. Describe any outdoor activity associated with your special use proposal, if applicable.

Outdoor advertising sign

17. Will outdoor storage of equipment, materials or products be needed? If yes, show the location on the site plan. Describe any measures to be taken to screen this storage from neighboring properties.

No storage

18. Will any noise or vibrations be produced that can be heard or felt on neighboring properties on a regular basis? if yes; describe the level and duration of this noise. What measures are you proposing to prevent this noise from being heard on neighboring properties?

No

19. Will odors be created? If yes, what measures will be taken to prevent these odors from escaping onto neighboring properties?

No

Supplemental Questions Continued

20. Will any on-site activities attract pests, such as flies or mice? If yes, what measures will be taken to mitigate/discourage their presence?

No

21. Will additional dust be created on a regular basis? If yes, what measures will be taken to prevent this dust from escaping onto neighboring properties or roadways?

No

22. Do you anticipate the use of any hazardous or dangerous materials? If yes, please complete a "Hazardous or Polluting Materials Attachment" and attach it to this application.

Yes

No

23. Do you anticipate the need to clear more than one acre of vegetation? If so, describe the proposed dust and erosion control measures to be used and show their approximate location on site plan, if appropriate. Also, indicate if any drainage pattern alterations are proposed or necessary.

No.

Acknowledgments

By typing their name below, the applicant certifies that all information in this application, on the site plan, and within any supplemental documents is true and accurate. They understand that if any information is false, it may be grounds for revocation of this permit. In addition, they hereby request all inspections necessary to process this application, and if the permit is issued, they request all inspections necessary to monitor progress, and document completion, at all stages of the work related to this permit.

Applicant Signature: Taylor Baumgardner

Date: 6/26/2025

Acknowledgments Continued, Prop 207 Waiver

By typing their name below, the property owner acknowledges that the approval being sought by this application may cause a reduction in the existing rights to use, divide, sell or possess the private property that is the subject of this application. The property owner further acknowledges that it is the property owner who has requested the action sought by the filing of this application. Therefore, with full knowledge of all rights granted to the property owner pursuant to A.R.S. §12-1132 through 1138, the property owner does hereby waive any and all claims for diminution in value of the property with regard to any action taken by Cochise County as result of the filing of this application.

Signature (Property Owner): Please see signed exhibit A

Date:

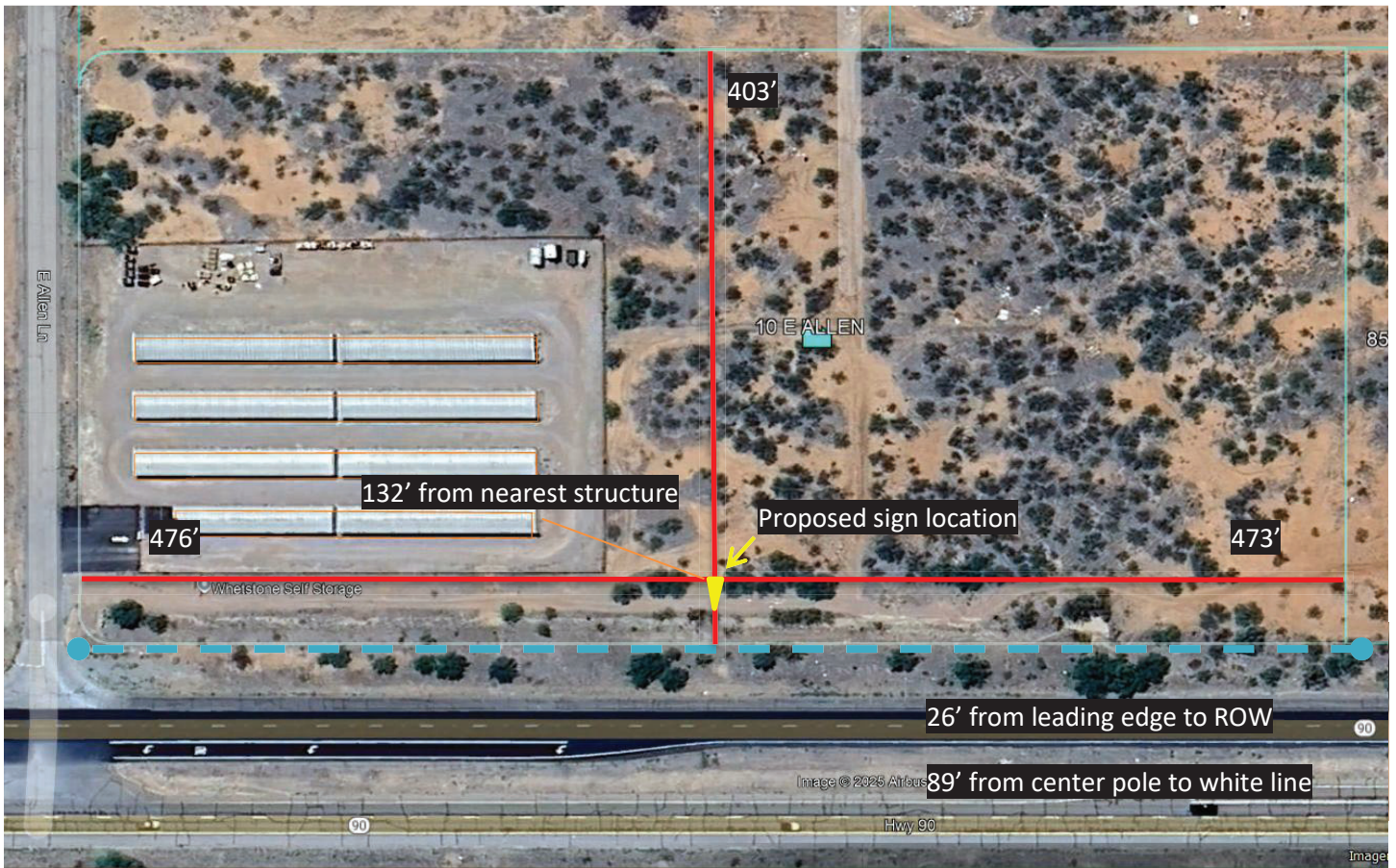
SITE PLAN: AZ-04 ABSOLUTE STORAGE SYSTEMS LLC

PARCEL: 10616030B

COORDINATES: 31.718068009, -110.349872135

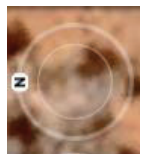
ADDRESS: 10 E. Allen Ln Huachuca City, AZ 85616

Whetstone census – Cochise County limits



Existing ROW — — —

Existing Powerline — — —



existing on-premise advertising sign is located
389' North of proposed off-premise advertising sign

Legal Description:

IN LOT 7 BY MB BEG 277.41'N 100' E OF SWCOR OF LOT 7 TH N937.60' TO BEG OF CURVE
CONCAVE ELY A RADIUS OF 25' A DIS OF 26' TH E401.49' TO A CURVE CONCAVE SLY A
RADIUS OF 25' A DIST OF 39.21' TH S937.65' W454.20' TO POB SEC 6 20 20 10.03AC

Parcel: 10616030B

[Tax Info](#)

Owner:

ABSOLUTE STORAGE SYSTEMS LLC

Address:

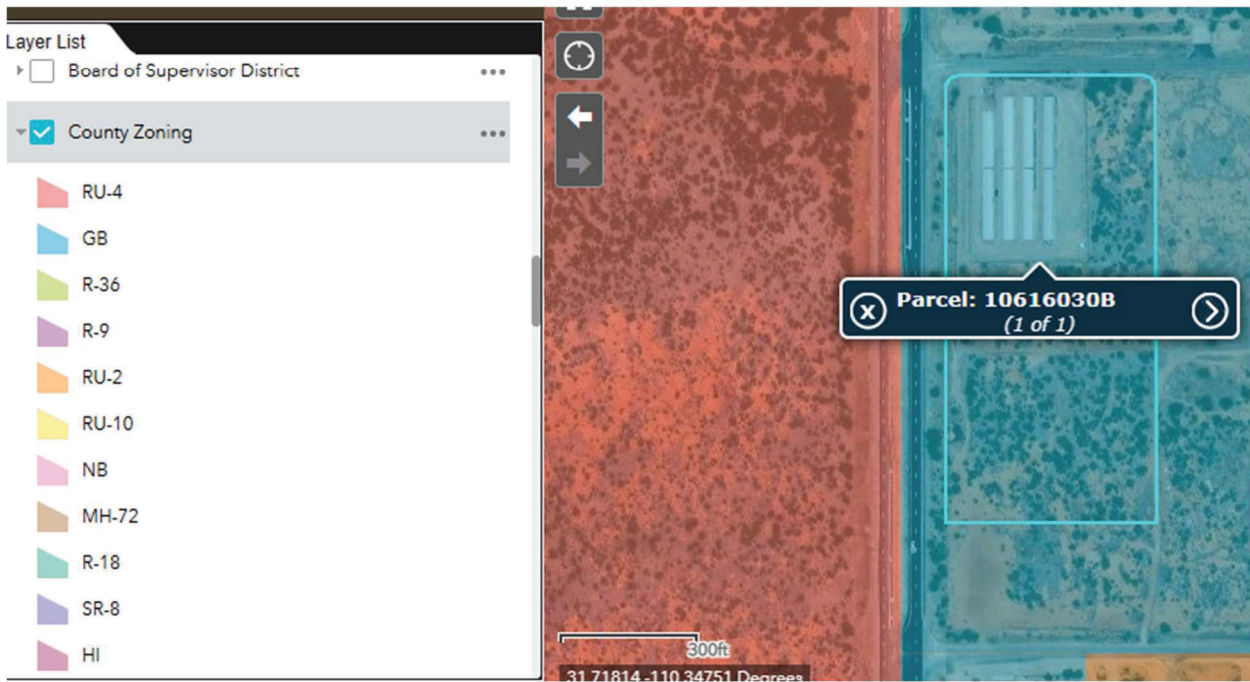
611 MOONFLOWER WAY
TIERRA VISTA, AZ 85635

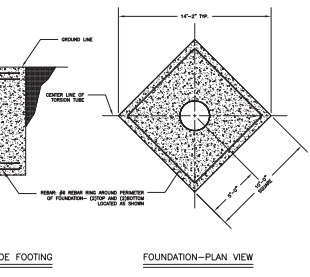
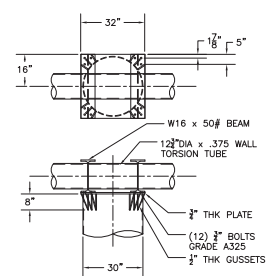
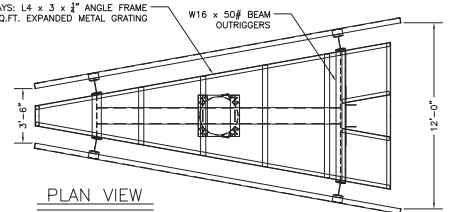
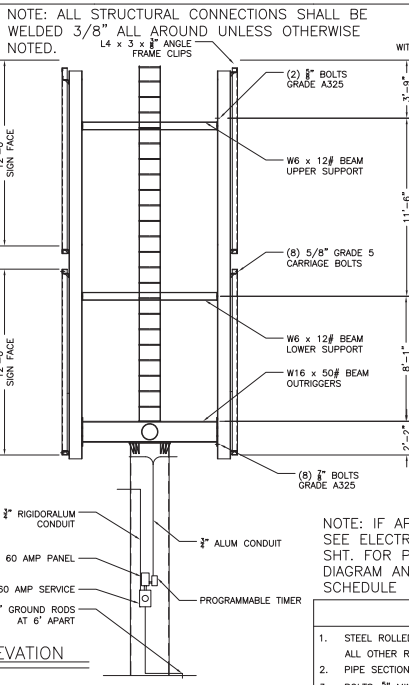
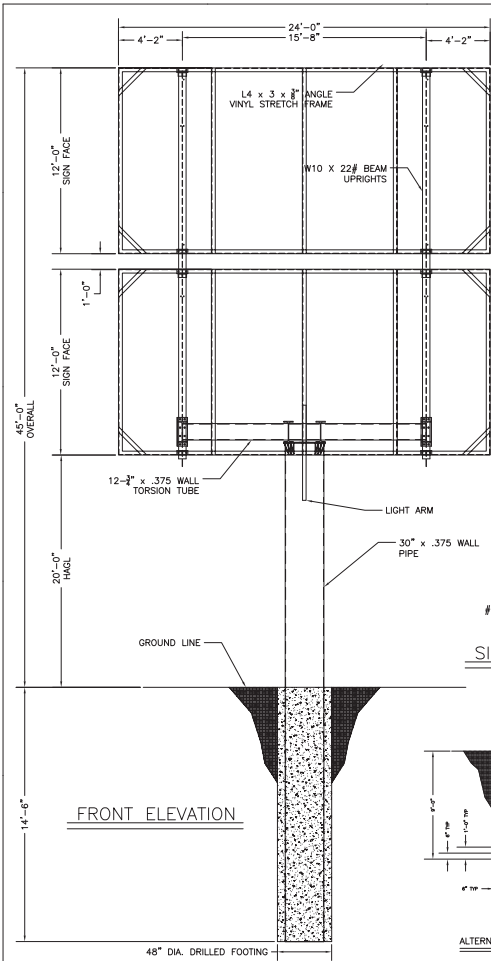
Acres: 10.01

Assess Code: 3730

Zoning

ZONING	GB
JURISDICTION	COUNTY
COMMENTS	
TYPE_ZONING	COMMERCIAL
Area	151
Acres	1625.559756
CONDITIONAL	
REFIX	GB
Docket	
Ordinance	





NOTE: ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED.

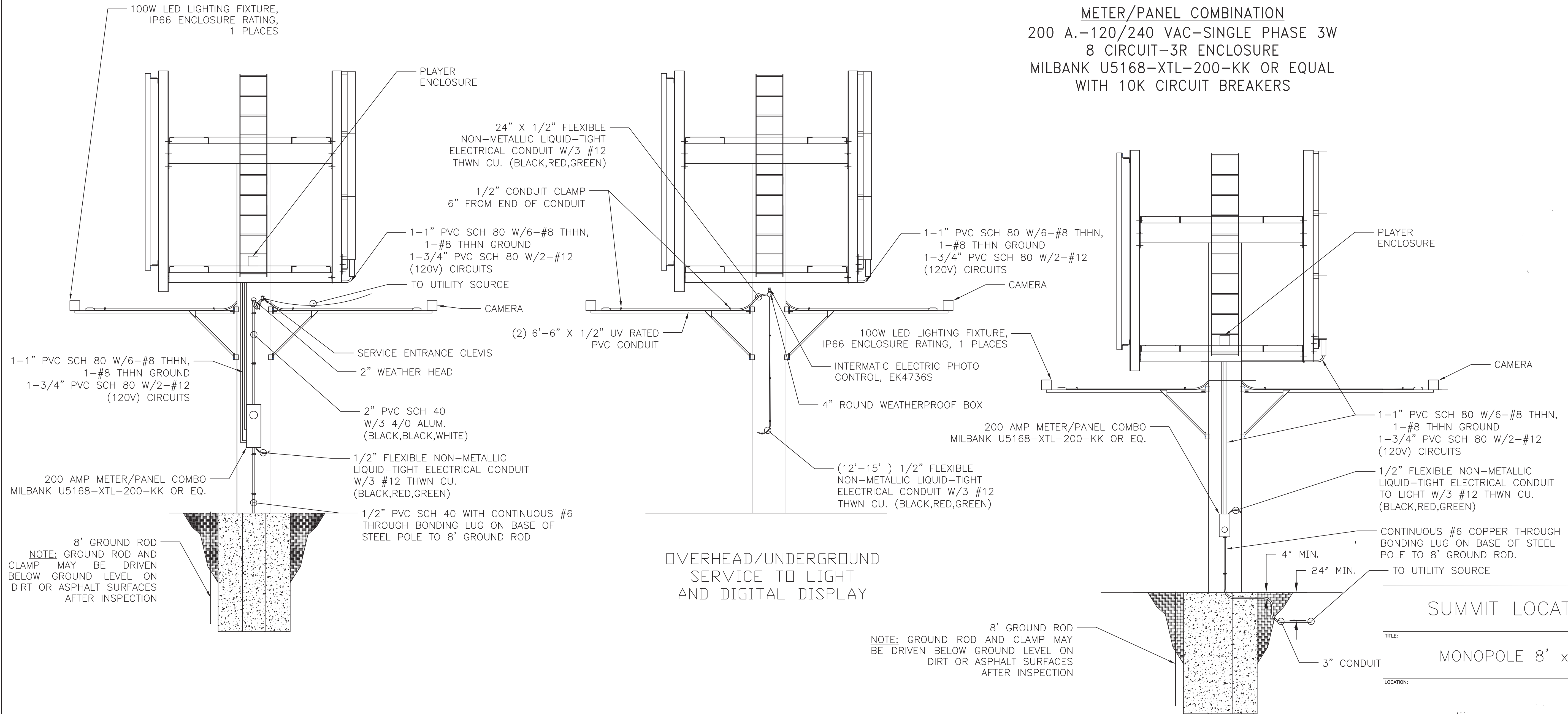
NOTE: IF APPLICABLE, SEE ELECTRICAL LIGHTING SHT. FOR POWER RISER DIAGRAM AND PANEL SCHEDULE

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 150 PSF/FT.—IBC TABLE 1806.2 SOIL BEARING PRESSURE ASSUMED 1500 LBS./S.F. PER IBC TABLE 1806.2 DESIGNED WIND LOAD 20.39 P.S.F. DEAD LOAD: TOTAL SIGN WEIGHT 9500# 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 2015 INTERNATIONAL BUILDING CODE. 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>BUILDING CODE 2015 IBC CONSTRUCTION CODE— 2015 IBC</p> <p>USE GROUP: U TYPE OF CONSTRUCTION: IIB ULTIMATE DESIGN SPEED: 115 MPH NOMINAL WIND SPEED: 89 MPH WIND EXPOSURE: B RISK CATEGORY: II SIGN HEIGHT: 45 FEET</p> <p>PROJECT: SUMMIT LOCATIONS</p> <p>LOCATION: MONOPOLE 12' x 24'</p> <p>HWY 90 Whetstone, AZ 85616 AZ-05</p> <p>JERMEY L. BOWERS, PE 121 S. MAIN ST. AUBURN, IN 46706 PHONE: 260-333-0900 EMAIL: jbowers@bowerseng.com</p> <p>DATE: NONE APPROVED BY: CDO DATE: 5/20/25 SHEET: 1 OF 1</p>

PANEL SCHEDULE-STATIC AND DIGITAL FACES

#	DESCRIPTION	CB AMPS	KW	KW	CB AMPS	DESCRIPTION	#	NOTES
1	1 Bank of Digital Displays	40	3.32	3.32	40	1 Bank of Digital Displays	2	
3							4	
5	1 Bank of Digital Displays	40	3.32	1.8	20	Player Enclosure	6	Camera and Light Sensor
7							8	
						Outdoor Light		1-100W LED Fixture

METER/PANEL COMBINATION
 200 A.-120/240 VAC-SINGLE PHASE 3W
 8 CIRCUIT-3R ENCLOSURE
 MILBANK U5168-XTL-200-KK OR EQUAL
 WITH 10K CIRCUIT BREAKERS



OVERHEAD SERVICE ENTRANCE

220 VAC POWER RISER DIAGRAM

UNDERGROUND SERVICE ENTRANCE

ELECTRICAL NOTES

- ALL WORK SHALL MEET OR EXCEED ALL NEC STANDARDS
- PROVIDE BONDING IN ALL APPLICABLE LOCATIONS PER NEC 250.104(C)

REV NO	DESCRIPTION	DATE	REV BY	CHECKER DATE
REVISIONS				

SUMMIT LOCATIONS

TITLE:
MONOPOLE 8' x 20'

LOCATION:

DESIGNER:

DRAWN BY: _____ TR. BY: _____

CHECKER: _____ APPROVED BY: _____

SCALE: NONE DATE: 5/20/25 SHEET: 1 OF 1

Citizen Review Notification for Proposed Billboard Installation

Location: 10 E. Allen Ln, Huachuca City, AZ 85616

Parcel ID: 10616030B

Dear Property Owner or Resident,

Summit Locations, LLC is proposing to install a 12' x 24', double-faced (V-type), lighted off-site outdoor advertising sign (billboard) on the property located at **10 E. Allen Ln, Huachuca City, AZ 85616**.

This notification is part of the Cochise County Citizen Review Process, intended to promote early and effective communication with neighboring property owners and provide an opportunity to learn about and comment on projects that may impact the community. A drawing of the proposed location is included for your review.

We are committed to complying with all Cochise County regulations. The billboard will be installed to minimize off-site impacts such as lighting, visibility, or noise, and we welcome any questions or concerns you may have.

Submit Your Comments

Comments will be accepted until 6/26/2025 and may be submitted in writing, by phone, or online:

Online: <https://www.cochise.az.gov/FormCenter/Development-Services-6/Public-Hearings-Public-Comment-Form-140>

Email: developmentservices@cochise.az.gov

Phone: 520-432-9300

Mail or Visit:

Cochise County Development Services

1415 Melody Lane, Building F

Bisbee, AZ 85603

Public Meeting Information

This project is anticipated to be heard by the Cochise County Planning and Zoning Commission on August 13, 2025, though this date is subject to change. Meetings are typically held:

When: 2nd Wednesday of each month at 4:00 P.M.

Where: Board of Supervisors' Hearing Room

1415 W. Melody Lane, Building G

Bisbee, AZ 85603

Attend Virtually: Visit the Cochise County website's Agendas & Minutes page to access meeting links.

If you have any questions, please feel free to contact us directly.

Sincerely,

Taylor Baumgardner

Permit Coordinator

Summit Locations, LLC

704-747-8487



Cochise County Development Services

Public Programs...Personal Service
www.cochise.az.gov

SIGN PERMIT ATTACHMENT

APPLICANT NAME Summit Locations, LLC (Taylor Baumgardner)

TAX PARCEL NUMBER 10616030B

1. Attach a drawing of the proposed sign showing copy on both sides of the sign and dimensions.
2. Show the sign location on your site plan. No part of a ground sign (base or edge of sign) may be located closer than 10 feet to a public Right-of-Way (ROW). Show your setback and clear zones on your site plan.
3. If illuminated, show location of lighting on the sign and attach drawings of the lights.

4. Check Classification of Sign

Accessory Signs

Identification

On-Site Advertising

Digital Sign

Directory Sign

Subdivision/Mobile Home Park

Other _____

Off-Site Signs

Off-Site Advertising

Billboard

Other _____

Sign Structure

Free standing

Wall

Projecting

Roof

Window Graphic

Illuminated

Yes (submit electrical plans)

No

5. Description of Your Proposed Sign

Height: 45' Overall	Area (square feet): 288
Number of Faces: 4	Setback from ROW: 26'
Clearance (Distance between the ground and the bottom of the sign): 20'	
Contractor's Name: Hillis Outdoor Specialist, inc	
Address: 354 Jake Whorton Rd. Silver Creek, GA 30173	
Phone: 770.883.8403	

Amount Fee Paid \$ TBD

Applicant Signature: _____

Date: 5/22/25

Bisbee Office
 1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 planningandzoning@cochise.az.gov

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 2nd day of **January 2, 2024** by and between ABSOLUTE STORAGE SYSTEMS LLC (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 90 and commonly known as 10 E Allen Ln, Huachuca City, AZ 85616 and/or also known by the Parcel Number: 10616030B 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").

2) **TERM.** The term of this lease is 25 years; and shall commence on the date construction of the structure is completed. Lessee shall have the right to extend this Lease as set forth in Paragraph 12 below.

3) **RENT.** Lessee shall pay Lessor a quarterly rent in the amount of 15% of the actual gross advertising rent revenue of the sign. Rent shall be considered tendered upon due mailing to Lessor at the address set forth below, or at such other address as Lessor may have provided to Lessee in writing hereunder.

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 therefore 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 90.

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: ABSOLUTE STORAGE SYSTEMS LLC

Address: 10 E Allen Ln, Huachuca City, AZ 85616

Phone: 928-965-6216

By: Holly H. Pascoe

Date: January 5, 2024

By: Robert W. Pascoe

Date: 5 Jan 2024

LESSEE: Summit Locations, LLC

Address: 311 East Street
Gordon, OH 45304

By: _____
Joe Cala, its General Manager

Date: _____