

# Scotty Outdoor, llc

## SIGN LOCATION LEASE

Mailing Address:

P. O. Box 974

Snow Hill, N.C. 28580

Telephone (252) 468-6969

Date **June 10, 2024**

Structure Number \_\_\_\_\_

Name (Lessor), Undisputed Investments, LLC Phone: \_\_\_\_\_

Social Security/Federal ID Number \_\_\_\_\_

Owner of the hereinafter described real estate (Lessor) hereby leases to **Scotty Outdoor, llc**, (Lessee) One site for the exclusive purpose of erecting and maintaining One outdoor advertising structure on Lessor's property located at N 25<sup>th</sup> Street in the County of Saint Lucie, State of Florida with the following legal description: Parcel ID: 2404-611-0009-000-5

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**Sign will be located on approximately 400 square feet of the above referenced property.**

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For a period of Ten (10) years effective August 1, 2024, at a rental of Four Thousand Eight Hundred Dollars [\$4,800.00] per year, first 5 years paid in advance.

Lessee agrees to maintain the signage and billboard structure in like new condition at no cost to lessor.

Lessee is responsible for all services to and on the billboard, such as electric, cabling, panels, lighting, etc.

Lessee accepts all cost associated with this billboard such as permits, fines, utilities cost, maintenance, taxes and any other associated cost.

Lessor shall not cause or permit any advertising sign structure other than Lessee's to be erected or placed on the above-described property, or cause or permit Lessee's sign structure(s) to be or become obscured from the highway.

It is agreed that all structures, equipment, materials and fixtures placed upon the site(s) shall remain property of Lessee and Lessee is granted a reasonable time to remove the sign structure(s) after the termination of this agreement. It is further agreed that Lessee is entitled to any awards or compensation received by Lessor in connection with any legal action proceeding or compromise settlement made pursuant to any governmental agency requirement for the removal of the sign structure(s). Lessee agrees that Lessor will not be responsible for payment to Lessee for removal of sign unless compensation is received by Lessor from a third party.

Lessor warrants that he is the owner or the authorized agent of the owner of the site(s) and that he has full authority to enter into this agreement. Lessor warrants that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy the use of the site(s) for the term(s) of this agreement.

Lessor grants to Lessee the right to renew this agreement for one additional term of ten years under terms fair and agreeable to both parties.

This shall not obligate Lessee in any way until it is accepted and signed by an executive officer of Scotty Outdoor, llc. This agreement may not be modified except in writing signed by Lessor and an executive officer of Lessee.

Neither Lessor nor Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This agreement shall be binding upon the heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee by certified mail of any change of ownership of the real estate or of Lessor's mailing address within (30) days of such change.

Lessor consents and grants to Lessee a right of ingress and egress to and from the site(s): the right to provide or establish electrical power to the site(s) and place incidental equipment thereon: the right to sublet the site(s) or sign structure(s) or to assign this agreement: and the right to relocate the sign structure(s) to lawful site(s) satisfactory to Lessee on Lessor's property if the maintenance of sign structure on the site(s) described herein is proscribed by federal, state, or local statute, ordinance or regulation. Lessee shall maintain structure for the term of this agreement.

It is the understanding of the parties that visibility of the sign structure(s) to the traveling public is of the essence of this agreement and forms a significant element of consideration. Lessor grants to Lessee the right to reasonably locate the sign structure(s) on the site(s) to achieve optimum visibility to the traveling public. Lessor grants to Lessee and its authorized agents, the right of ingress and egress to and from the site(s) over property owned or controlled by Lessor for all purposes reasonably necessary for the proper erecting, placing, maintaining and removing of the sign structure(s), including but not limited to the trimming, cutting, or removing of brush, trees, shrubs, or any vegetation or of the removing of obstructions of any kind which limit the visibility of the sign structure(s) to the traveling public.

In the event that (a) Lessee is unable to secure or maintain a required permit or license from any appropriate governmental authority, (b) federal, state, or local statute, ordinance, regulation or other governmental action shall preclude or materially limit the use of the site(s) for advertising purposes, (c) the visibility of the sign structure(s) to the traveling public is obstructed or obscured, (d) the advertising value of the sign structure(s) is impaired or diminished, or (e) if there is a diversion of traffic from or a change in direction of traffic past the sign structure(s), Lessee shall at its option have the right to terminate this agreement upon fifteen (15) days notice in writing to Lessor, and Lessor shall refund to Lessee any rental payment paid in advance for the remainder of the unexpired term.

Lessee agrees to save Lessor harmless from claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligent or willful acts of Lessee in erecting, maintaining or removing the sign structure (s) on or from the site(s) and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingencies so long as this agreement remains in effect. Lessor agrees to save Lessee harmless from claims or demand on account of bodily injury or physical property caused by or resulting from the negligent or willful acts of Lessor or its agents.

In the event Lessee fails to perform under the terms of this agreement, Lessor shall provide written notice to Lessee of such failure and Lessee may cure such failure within ninety (90) days from the date of such written notice.

The parties hereto acknowledge and agree that they read and understand this agreement and are bound by the terms contained herein.

**Scotty Outdoor, llc.**

By: [Signature]  
Scotty Outdoor, LLC, Lessee

07/11/24

Date

By: [Signature]  
Undisputed Investments, LLC, Lessor

2300 Avenue P Fort Pierce FL 34950

Address

772.353.7266

Phone #

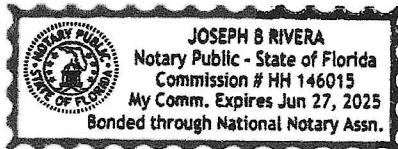
I, Joseph Rivera, a Notary Public of St. Lucie County, State of Florida, do hereby certify that Charles Bryant and N/A personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

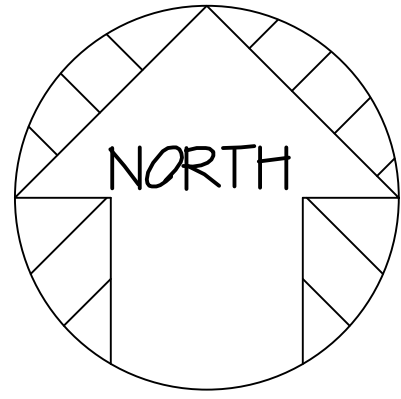
Witness my hand and official seal, this the 11th day of July, 2024.

(Official Seal)

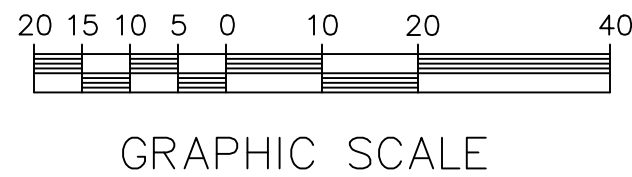
My commission expires 06/27, 2025

[Signature]  
Notary Public





SCALE: 1" = 20'  
THIS IS THE INTENDED DISPLAY SCALE

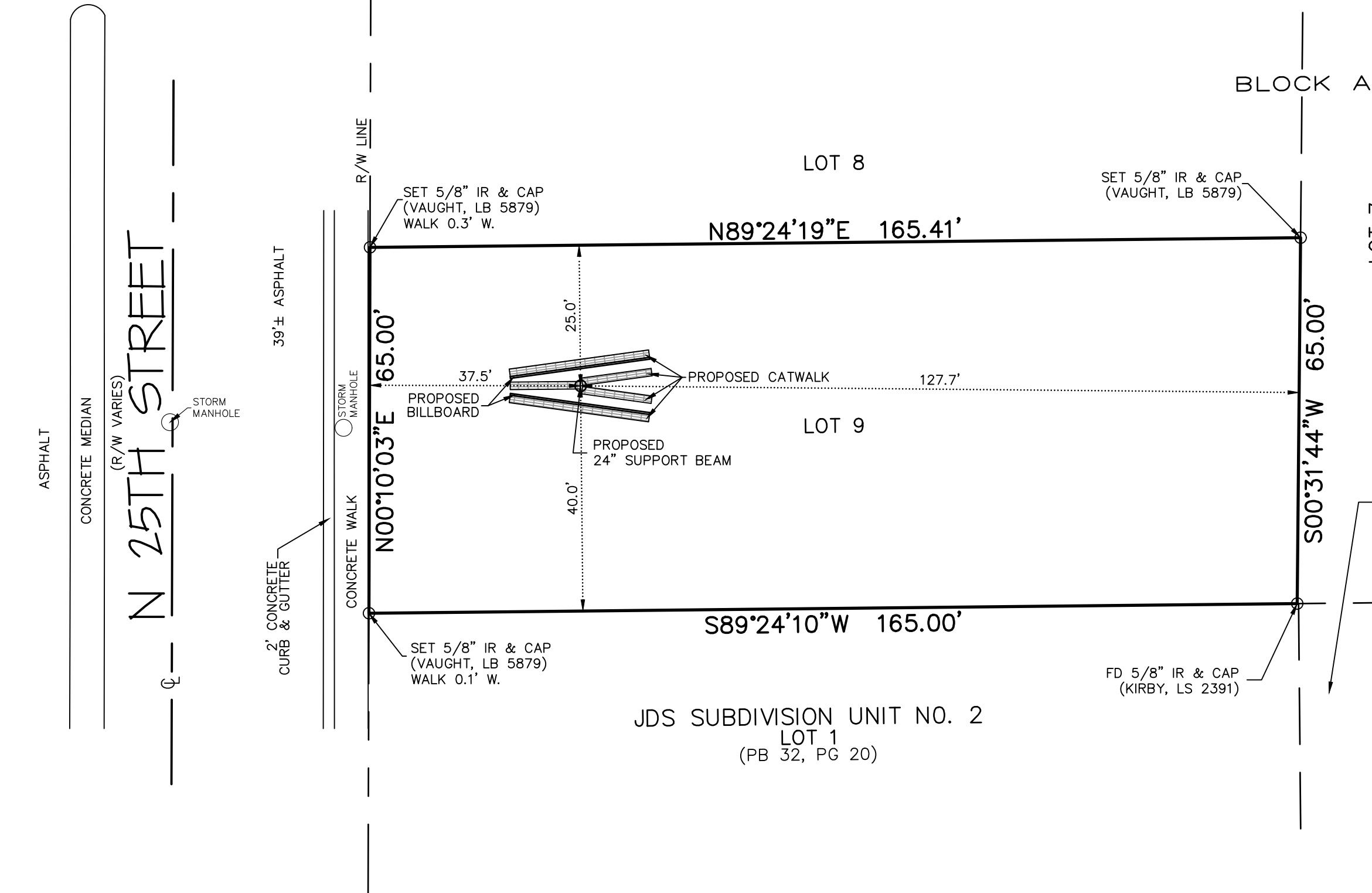


\* LEGEND \*

CM	CONCRETE MONUMENT
FD	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED SURVEY BUSINESS
LS	LICENSED LAND SURVEYOR
NL	NAIL
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
CL	CENTERLINE

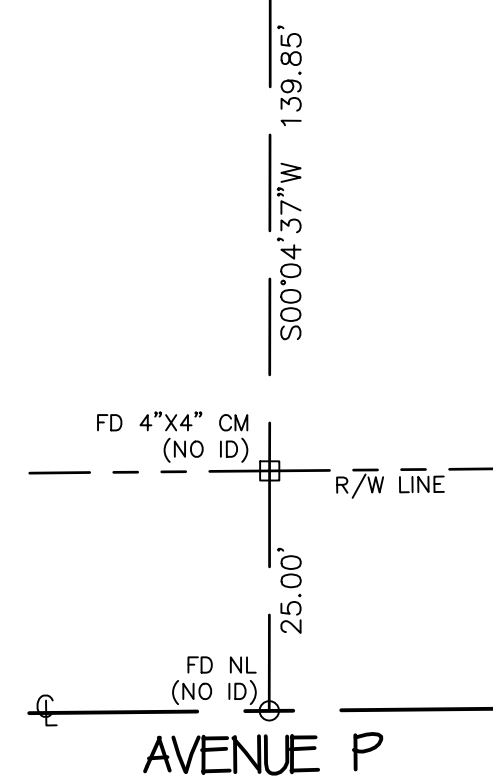
**SURVEYOR'S NOTES:**

- NOT VALID WITHOUT ALL SHEETS AND THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS SHOWN HEREON ARE BASED ON PLAT OF JDS SUBDIVISION UNIT NO. 2 (PLAT BOOK 32, PAGE 20). BEARING BASE IS THE NORTHERLY LINE OF THE PLAT OF JDS SUBDIVISION UNIT NO. 2 (PLAT BOOK 32, PAGE 20).
- THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10000 U.S. SURVEY FEET. WELL-IDENTIFIED FEATURES SHOWN HEREON HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.1 FEET.
- BEARINGS, ANGLES, AND DIMENSIONS SHOWN HEREON ARE FIELD MEASURED QUANTITIES UNLESS NOTED OTHERWISE AS: (P)=PLAT MEASUREMENT; (M)=FIELD MEASUREMENT; (C)=CALCULATED MEASUREMENT
- THIS SURVEY PREPARED WITHOUT BENEFIT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND OTHER ENCUMBRANCES WHICH MIGHT BE REVEALED IN A SEARCH OF TITLE TO THE SUBJECT LAND.
- THE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED IN CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON, WITHOUT THE EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
- THERE HAS BEEN NO ATTEMPT TO LOCATE ANY SUBSURFACE IMPROVEMENTS, FOOTERS, FOOTINGS AND/OR UTILITIES ON THIS PROPERTY.
- SUBJECT PROPERTY LIES IN FLOOD ZONE "X" (MINIMAL FLOOD HAZARD) PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE MAP #12111C0178J, DATED FEBRUARY 12, 2012. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
- LOT AREA = 10,737 SQUARE FEET (0.24649 AC) MORE OR LESS.



JDS SUBDIVISION UNIT NO. 2  
LOT 2  
(PB 32, PG 20)

(BEARING BASIS)  
S89°24'10"W 203.04'



**LEGAL DESCRIPTION** (PER OFFICIAL RECORDS BOOK XX, PAGE XX)

LOT 9, BLOCK A, JDS SUBDIVISION UNIT NO. 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 56, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

**CERTIFICATION VALID TO:**

- SCOTTY OUTDOORS

**CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE OF LAST FIELD WORK:  
Jan. 9, 2025

R. L. VAUGHT & ASSOCIATES, INC.  
LICENSED BUSINESS #5879

By: *P. Michael Zarrella*  
Professional Surveyor & Mapper #6736  
State of Florida

REVISIONS	BY

**BOUNDARY SURVEY**  
1710 N 25TH STREET  
FORT PIERCE, FLORIDA 34950

**R.L. VAUGHT & ASSOCIATES, INC.**  
SURVEYORS, MAPPERS & PLANNERS  
LICENSED SURVEY BUSINESS NUMBER 5879  
11952 SE DIXIE HIGHWAY; HOBE SOUND 33455  
MAIL: P.O. BOX 160 HOBE SOUND, FL 33475  
PHONE: 772-546-8086 FAX: 772-546-8087  
EMAIL: survey@rivaught.com

DRAWN	RLV III
CHECKED	PMZ
SCALE	AS SHOWN
DATE	JAN. 13, 2025
FIELD BOOK	DC
ORDER NO.	820445
SHEET OF SHEETS	1 1

PCN: 2404-611-0009-000-5

FILE: .../JDS SUBDIVISION UNIT 1/1710 N 25TH STREET/ 820445\_2025-01-13.dwg

**Explain how the variance request would not impair the intent of the zoning ordinance or be detrimental to the general public welfare.**

Granting the requested variance would not impair the intent of the zoning ordinance or be detrimental to the general public welfare because off-premise signs are expressly allowed by the City's zoning ordinance. Section 117-6(c) "Off-premise signs" of the Fort Pierce Sign Ordinance allows an off-premise sign to be built at the proposed location. The only area of disagreement is the proposed height. Since the ordinance allows such signs to be 25 feet tall – see Section 117-6(c)(3) – allowing the requested height does not impair the intent of the ordinance, which is to allow such signs.

**Describe those conditions peculiar to the specific property and not applicable to other lands, structures, or buildings in the same zoning district.**

This specific property, which is only 0.25 acres in size and undeveloped, is uniquely situated along N 25<sup>th</sup> Street in a location where it does not have access to another thoroughfare with less traffic. Given the parcel's proximity to the traffic light at the intersection of N 25<sup>th</sup> Street and Avenue Q, access to traffic in both directions would be challenging. Allowing the requested sign at the requested height will allow the landowner to generate some revenue from this otherwise unattractive lot with limited development options.

**Do special conditions or circumstances result from actions other than that of yours?**

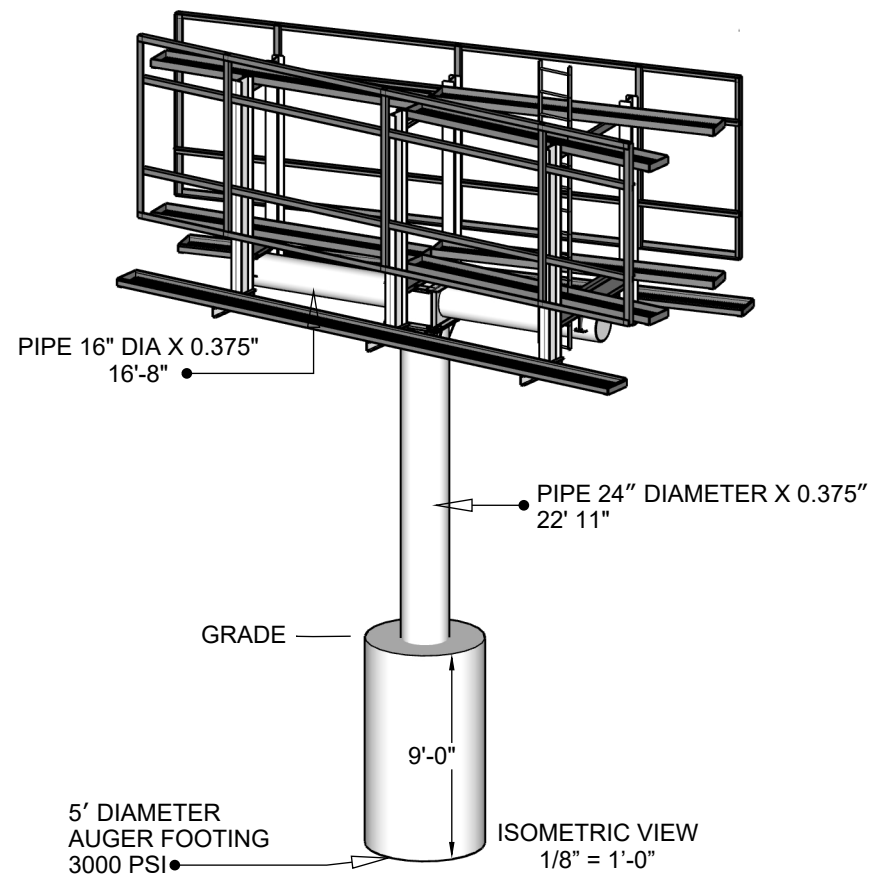
Respectfully, the City staff's interpretation of its Sign Ordinance has created a situation where a proposed off-premise sign that complies with all of the size, height, and location criteria set forth in Section 117-6(c) "Off-premise signs" is being denied because the City staff believes the off-premise sign is also subject to the height requirements imposed on ground signs in Section 117-6(b)(3). This interpretation is contrary to how the City has permitted off-premise signs previously, including a sign recently permitted by the City for another sign company.

**Please explain Identify any undue hardships or deprivation of commonly enjoyed property rights that would result in the literal interpretation of the code for the zoning district.**

Because the City has previously allowed another sign company to have an off-premise sign that is 25 feet tall and not required this other applicant to comply with the height requirement for ground signs, applying the Sign Ordinance in a different fashion for Scotty Outdoor creates an undue hardship and deprives Scotty Outdoor of its rights under the City's Sign Ordinance.

**What is the minimum variance that would give the reasonable use of the land, building, or structure?**

The minimum variance that would give the reasonable use of the proposed off-premise sign is a 13 foot height variance to allow the sign to be 25 feet tall rather than 12 feet tall.



**DESIGN CRITERIA** 245-336

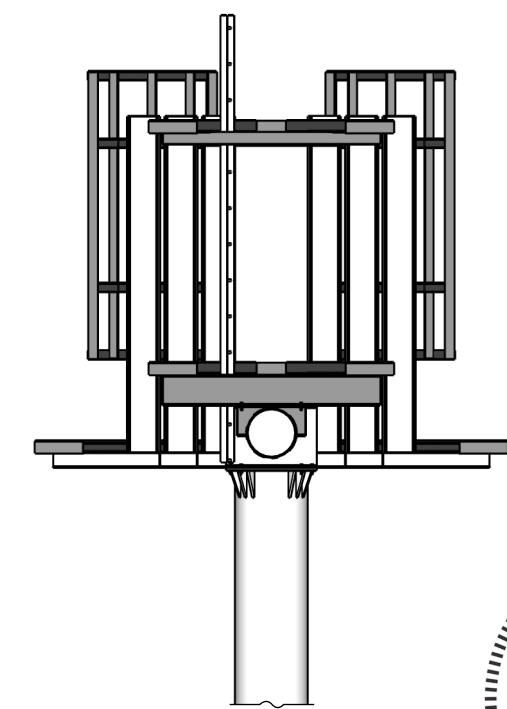
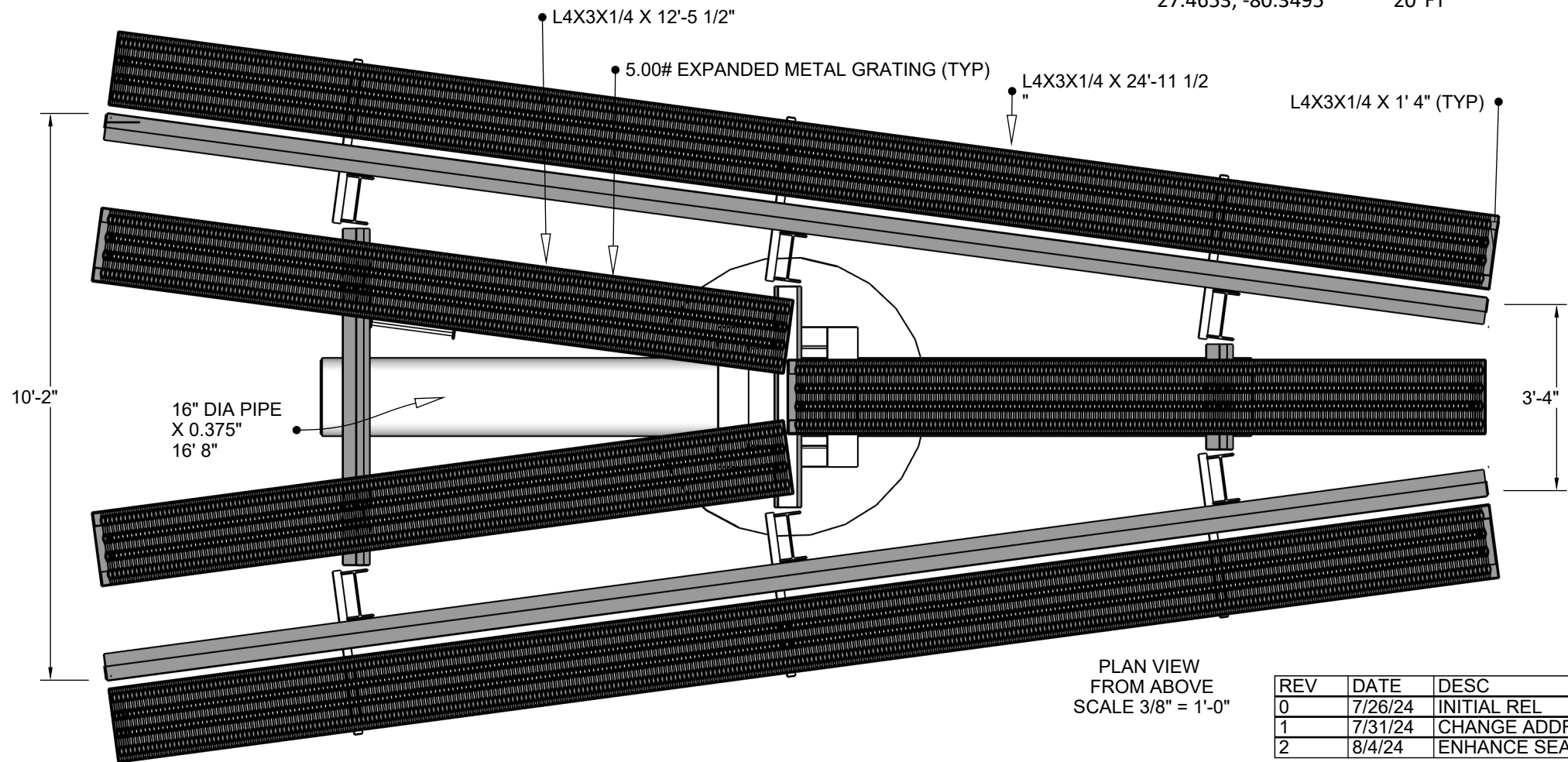
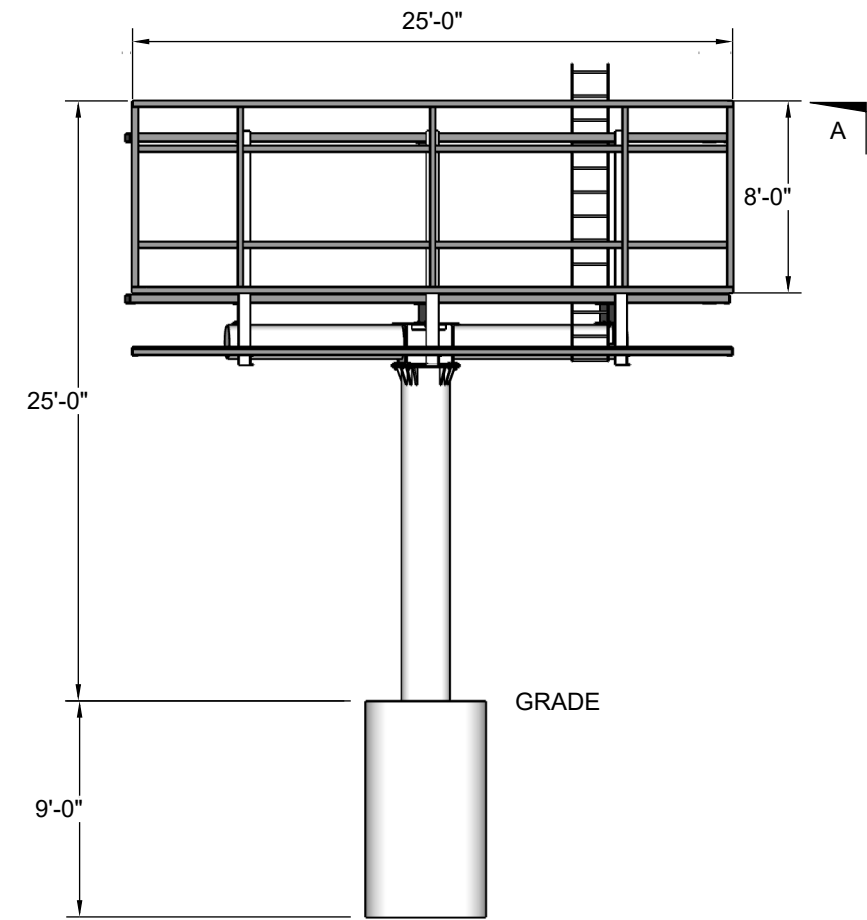
MEANS OF COMPLIANCE  
 2023 FBC - BUILDING, 8TH EDITION  
 DECEMBER 31, 2023 - PRESENT  
 INTERNATIONAL BUILDING CODE 2021  
 ASCE 7-22  
 RISK CATEGORY II  
 WIND DESIGN

VULT	159 mph
VASD	119 mph
WIND EXPOSURE CATEGORY	C
SEISMIC DESIGN IMPORTANCE FACTOR	1
SOIL CLASS	E
SDS	0.056 g
SD1	0.041 g
VS30	150 m/s
SEISMIC DESIGN CATEGORY	A
SOIL CAPACITY	2500 psf

FLOOD ZONE - AREA OF MINIMAL FLOOD HAZARD

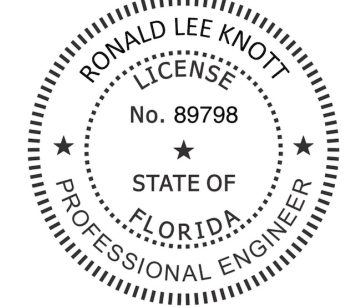
NOTES:  
 ALL WELDS 3/16 FILLET ALL-AROUND UNLESS NOTED  
 ALL BOLTS 3/4" A325N UNLESS NOTED  
 CONCRETE 3000 PSI  
 PIPES ARE 50 KSI MIN YIELD STRENGTH

<b>LOCATION</b>	Coordinates	Elevation
	27.4653, -80.3495	20 FT



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Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REV	DATE	DESC
0	7/26/24	INITIAL REL
1	7/31/24	CHANGE ADDRESS
2	8/4/24	ENHANCE SEAL

*RLK*

MONOPOLE STEEL SIGN  
 LOCATION  
 27.4653, -80.3495

---

CLIENT  
 Scotty Outdoor, LLC  
 PO Box 974  
 Snow Hill, NC 28580

---

ISSUE  
 7.31.2024  
 REVISION  
 1

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DESCRIPTION  
 Overall Views

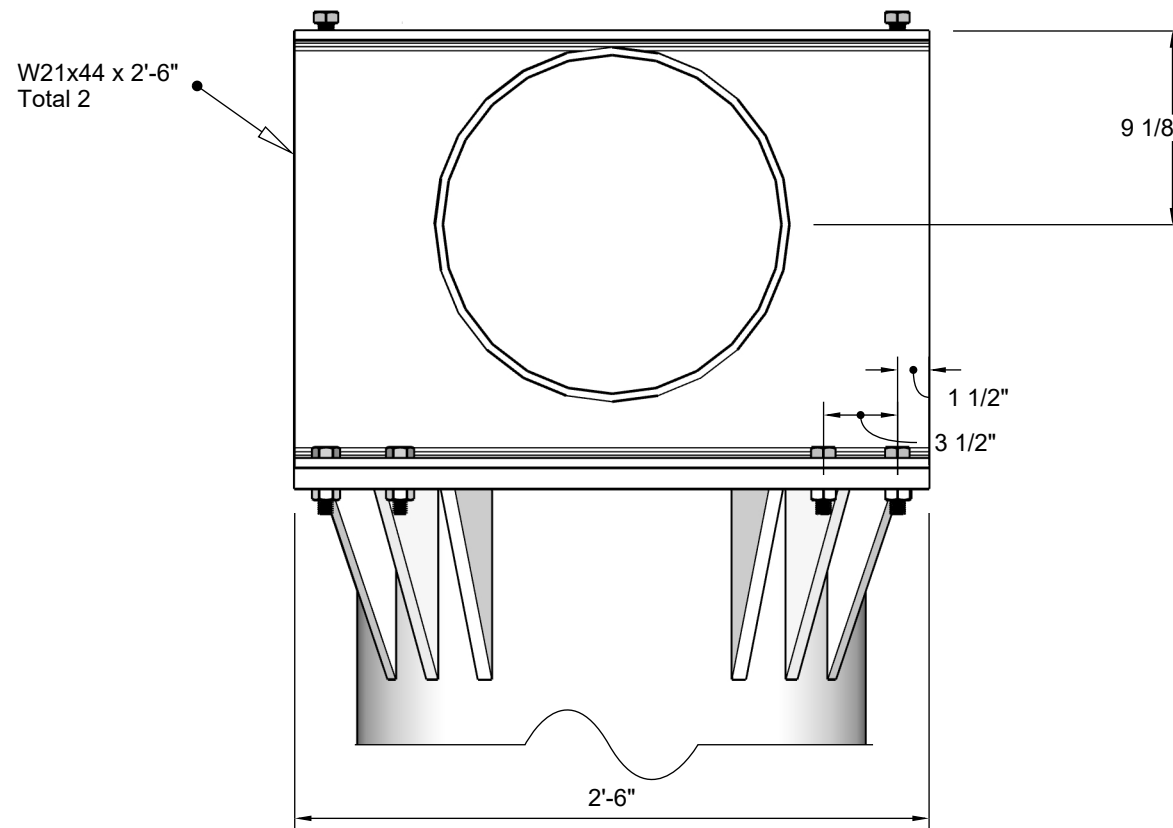
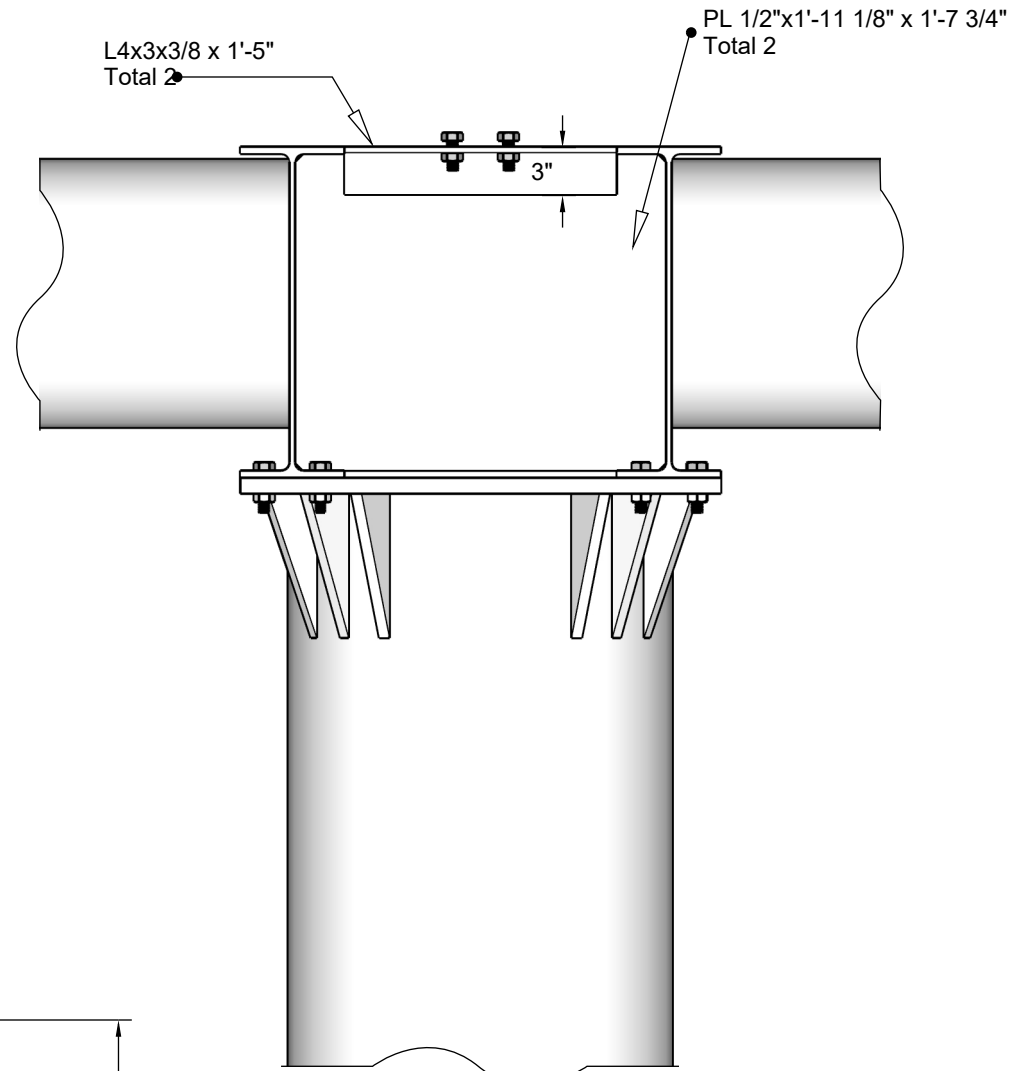
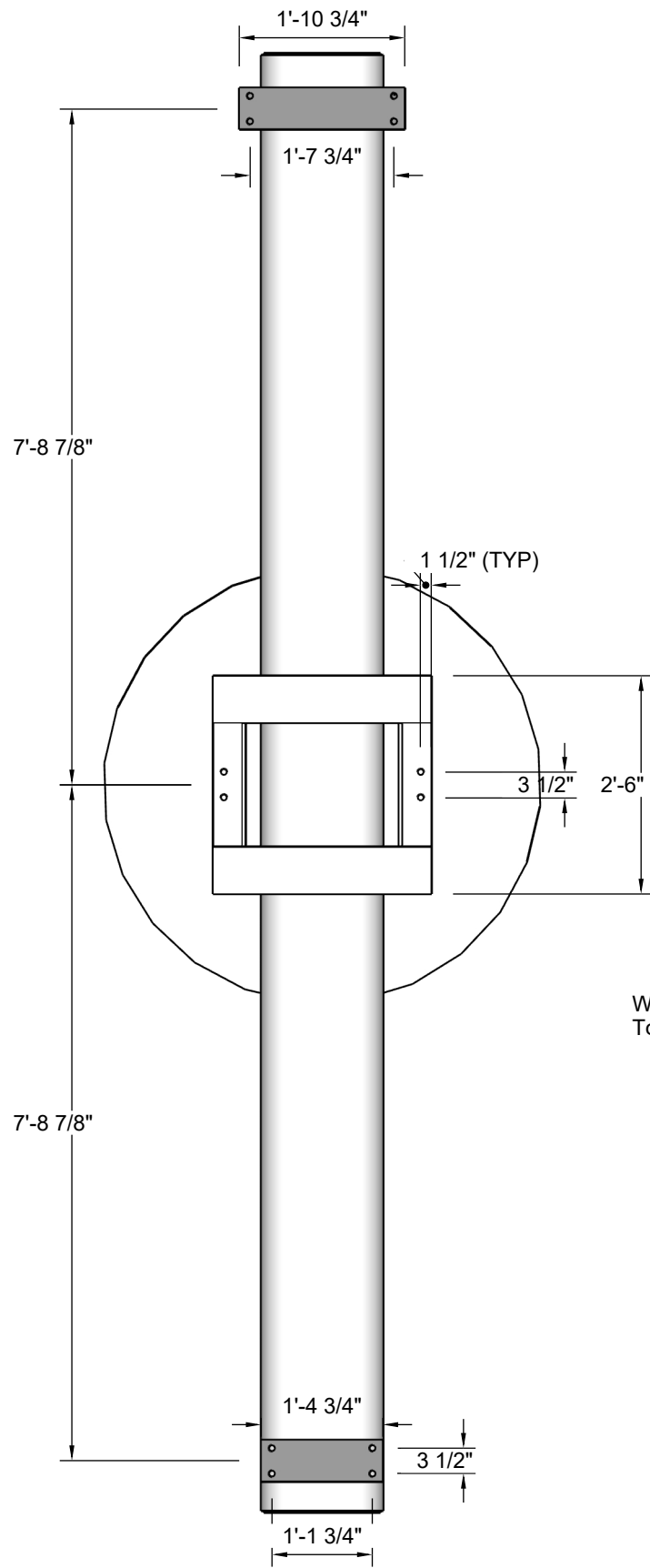
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ENGINEER  
 Ronald L Knott, P.E.  
 801 Cricket Knoll Rd  
 Fuquay Varina, NC 27526  
 (919)417-1962

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**S**

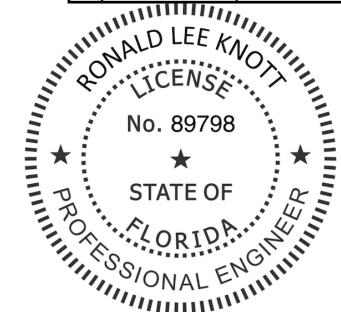
**01**



ELEVATION VIEW  
SCALE 1" = 1'-0"

ELEVATION VIEW  
SCALE 1" = 1'-0"

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MONOPOLE STEEL SIGN  
LOCATION  
27.4653, -80.3495

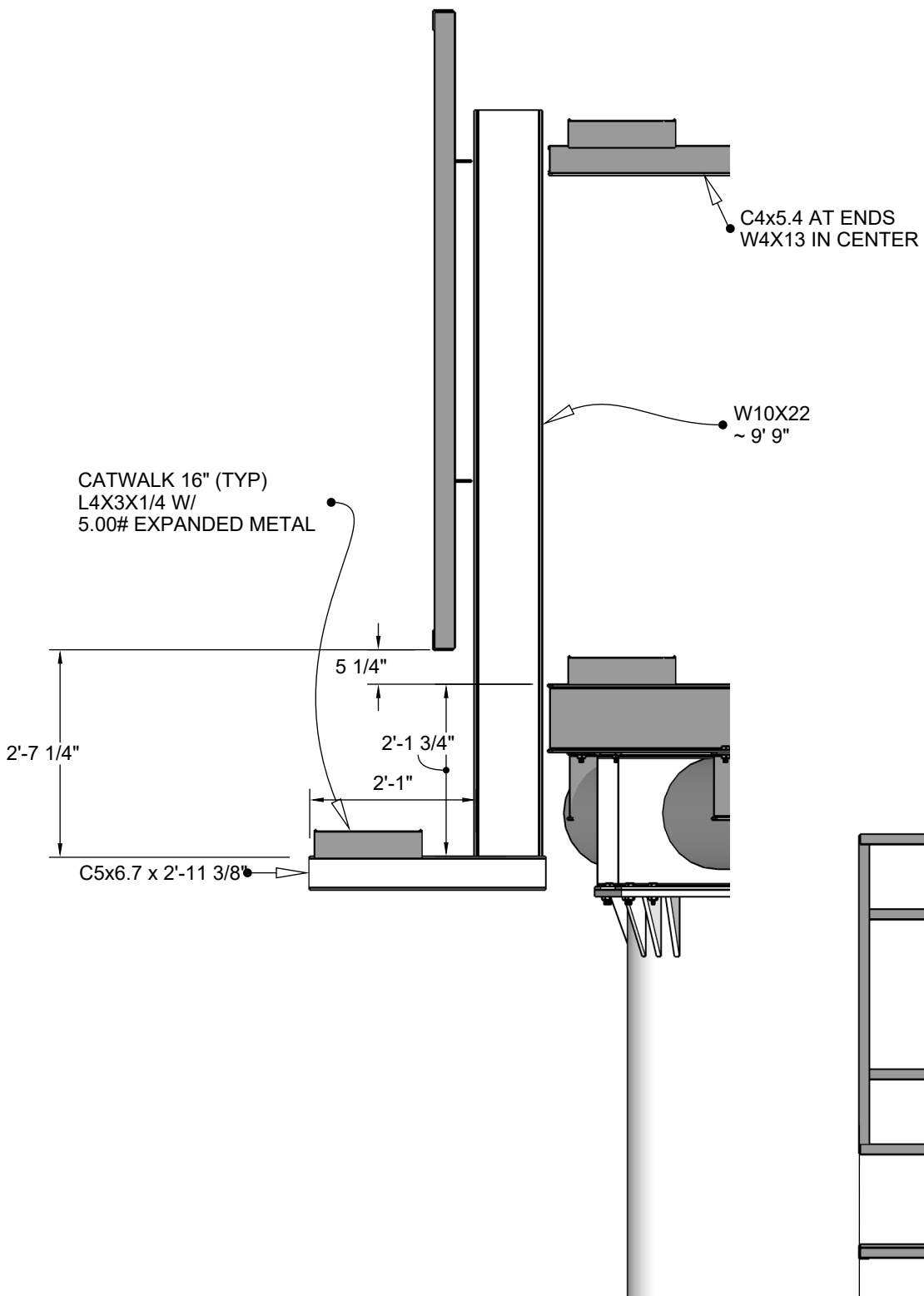
CLIENT  
Scotty Outdoor, LLC  
PO Box 974  
Snow Hill, NC 28580

ISSUE  
7.31.2024  
REVISION  
1

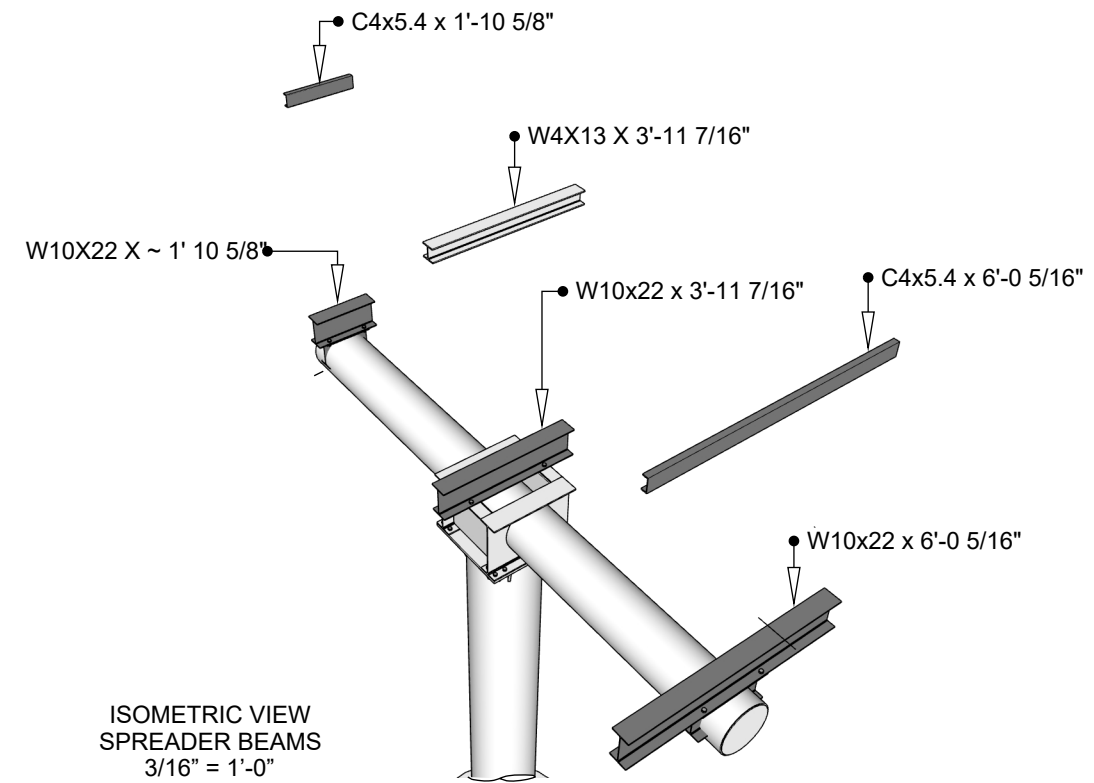
ENGINEER  
Ronald L Knott, P.E.  
801 Cricket Knoll Rd  
Fuquay Varina, NC 27526  
(919)417-1962

S

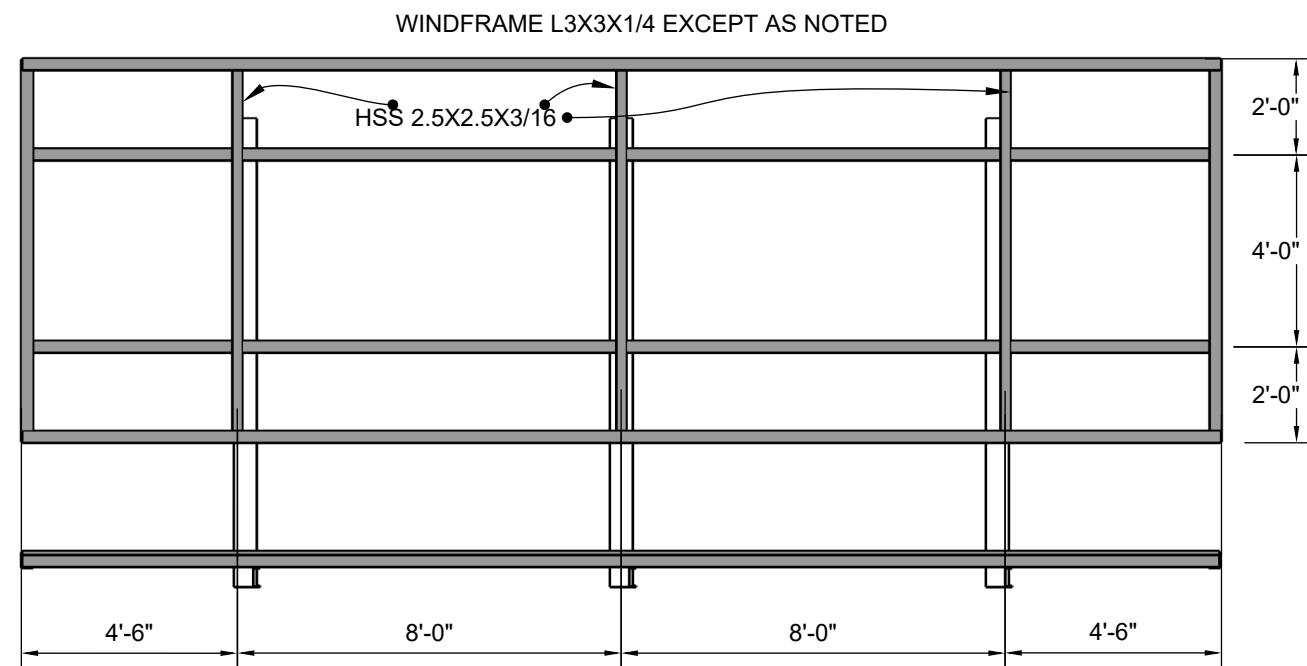
02



ELEVATION VIEW  
RISER DETAIL  
1/2" = 1'-0"

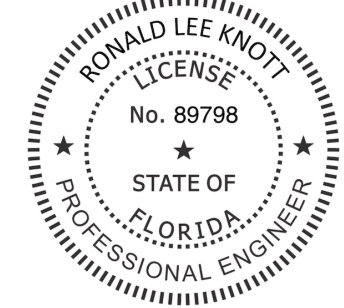


ISOMETRIC VIEW  
SPREADER BEAMS  
3/16" = 1'-0"



ELEVATION VIEW WINDFRAME  
1/4" = 1'-0"

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*R*

MONOPOLE STEEL SIGN  
LOCATION  
27.4653, -80.3495

CLIENT  
Scotty Outdoor, LLC  
PO Box 974  
Snow Hill, NC 28580

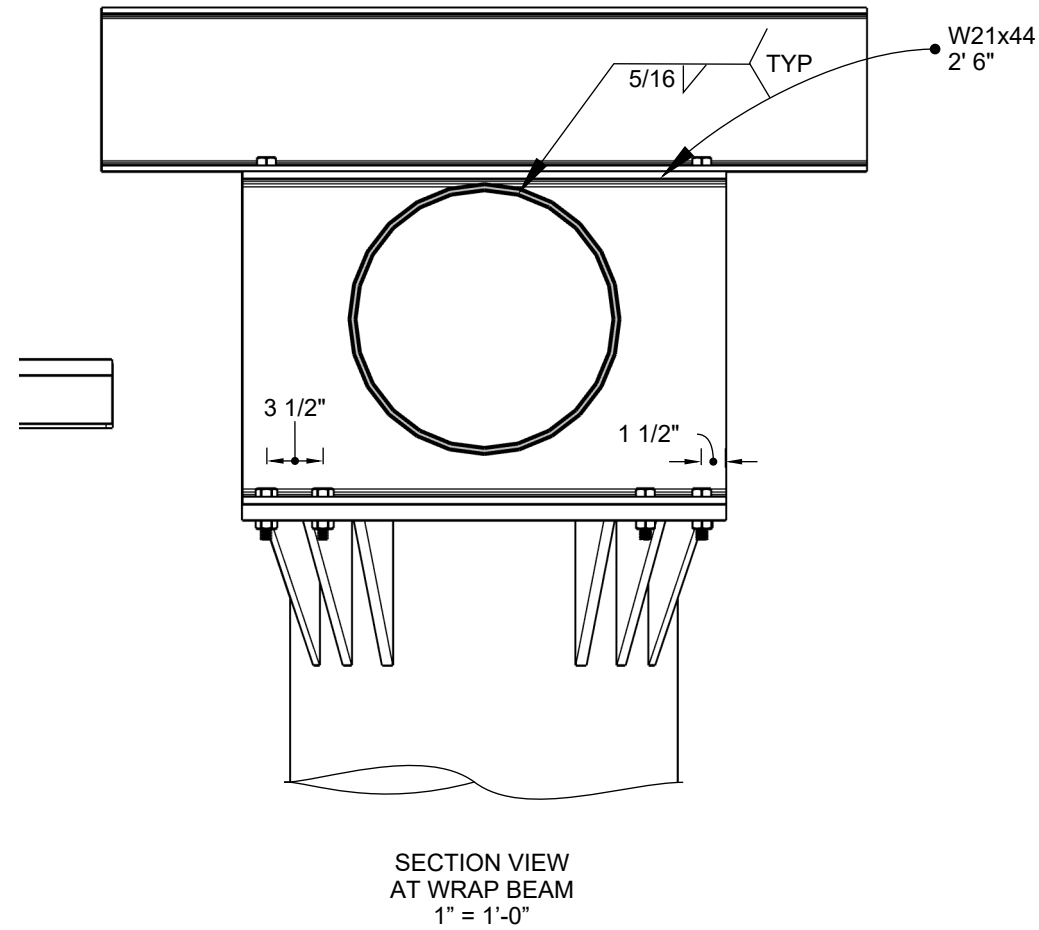
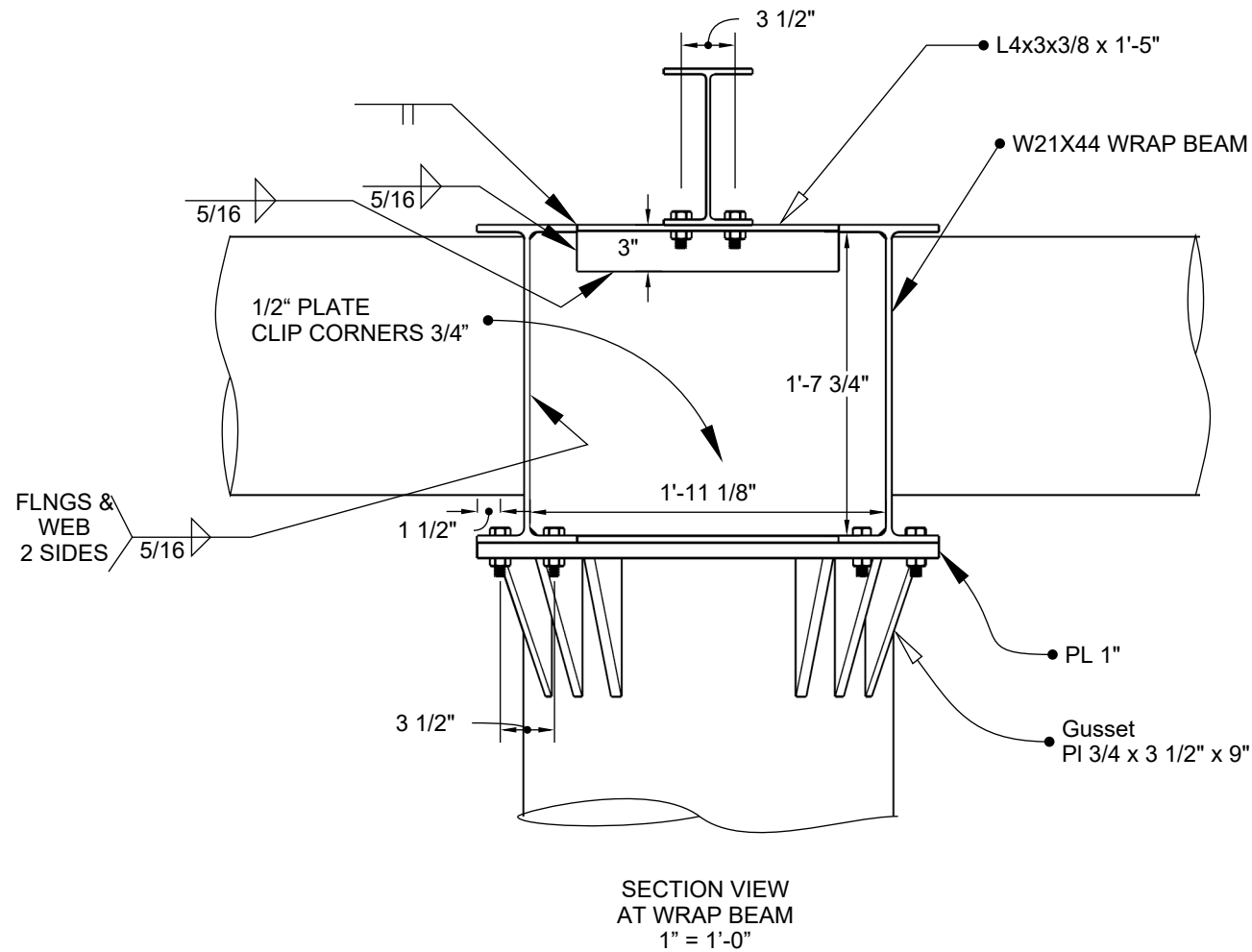
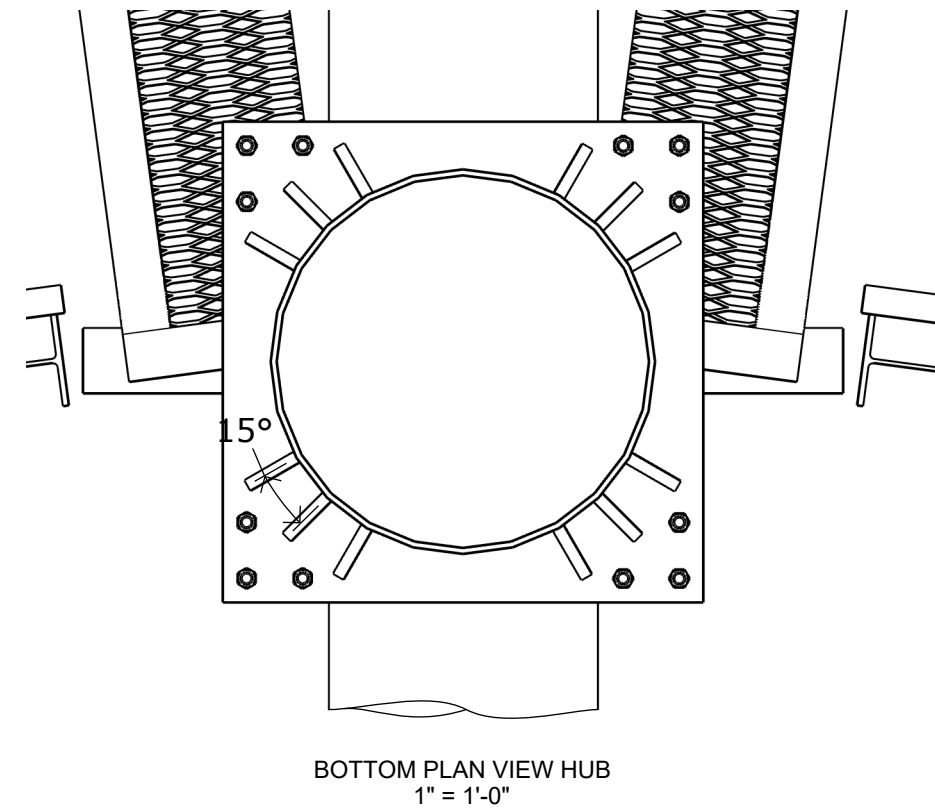
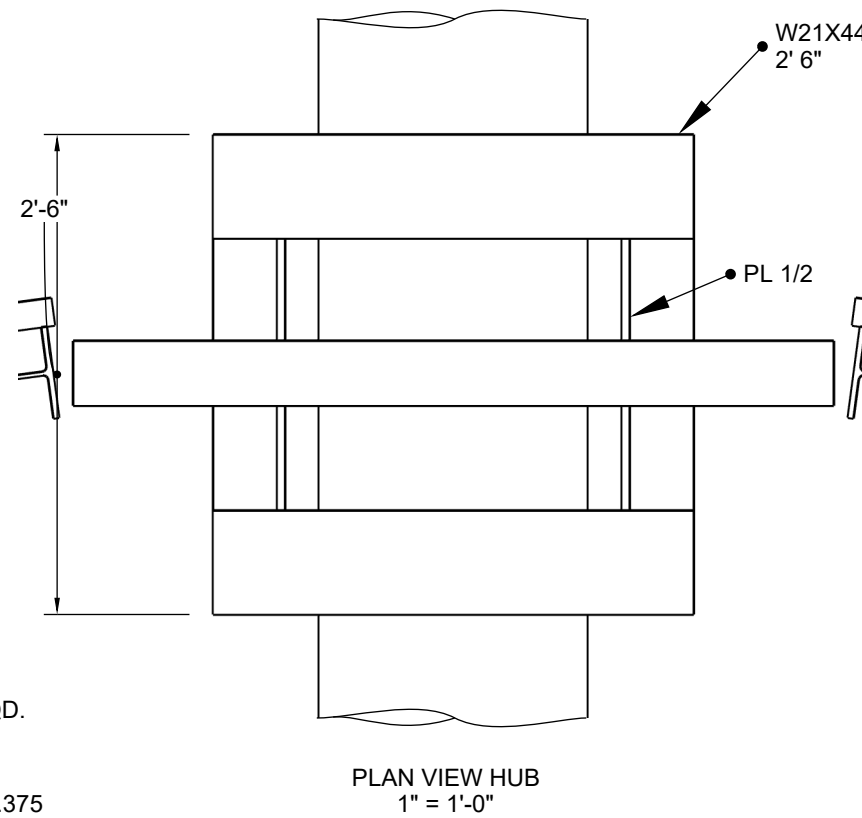
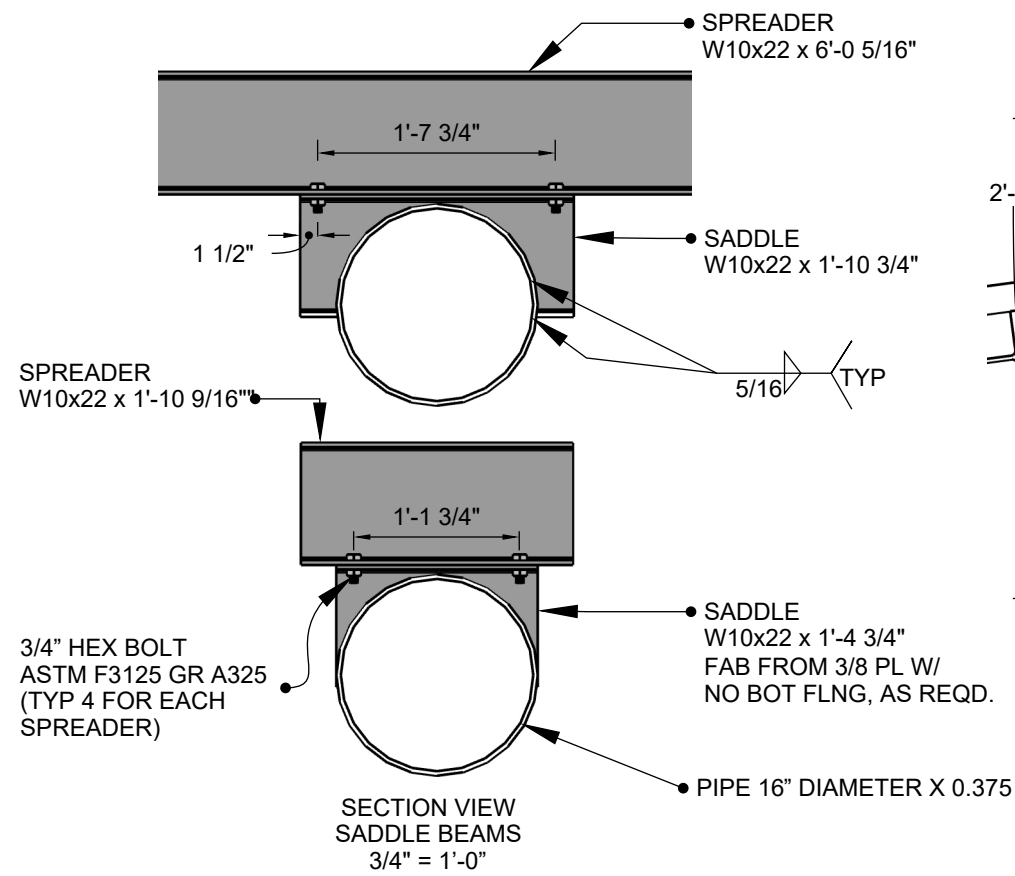
ISSUE  
7.31.2024  
REVISION  
1

DESCRIPTION  
Windframe and Riser

ENGINEER  
Ronald L Knott, P.E.  
801 Cricket Knoll Rd  
Fuquay Varina, NC 27526  
(919)417-1962

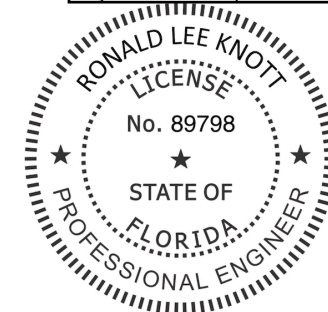
**S**

**03**



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MONOPOLE STEEL SIGN  
LOCATION  
27.4653, -80.3495

CLIENT  
Scotty Outdoor, LLC  
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Snow Hill, NC 28580

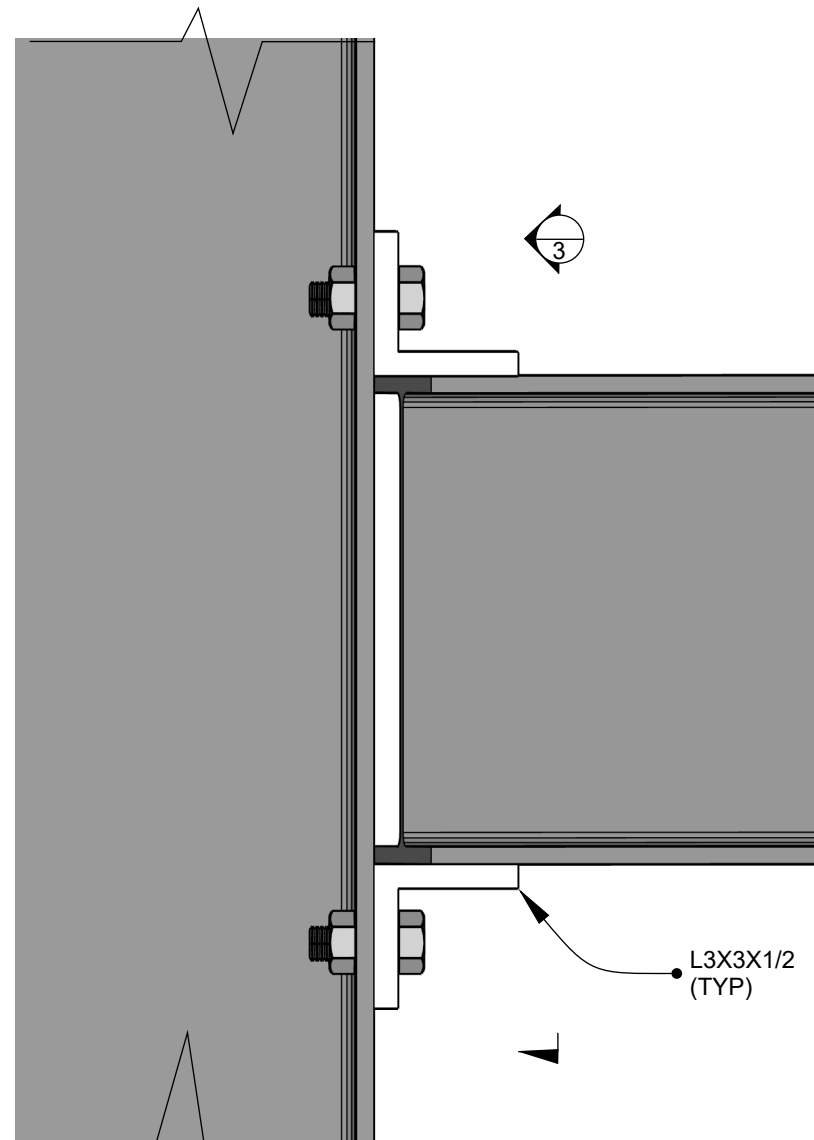
ISSUE  
7.31.2024  
REVISION  
1

DESCRIPTION  
Details

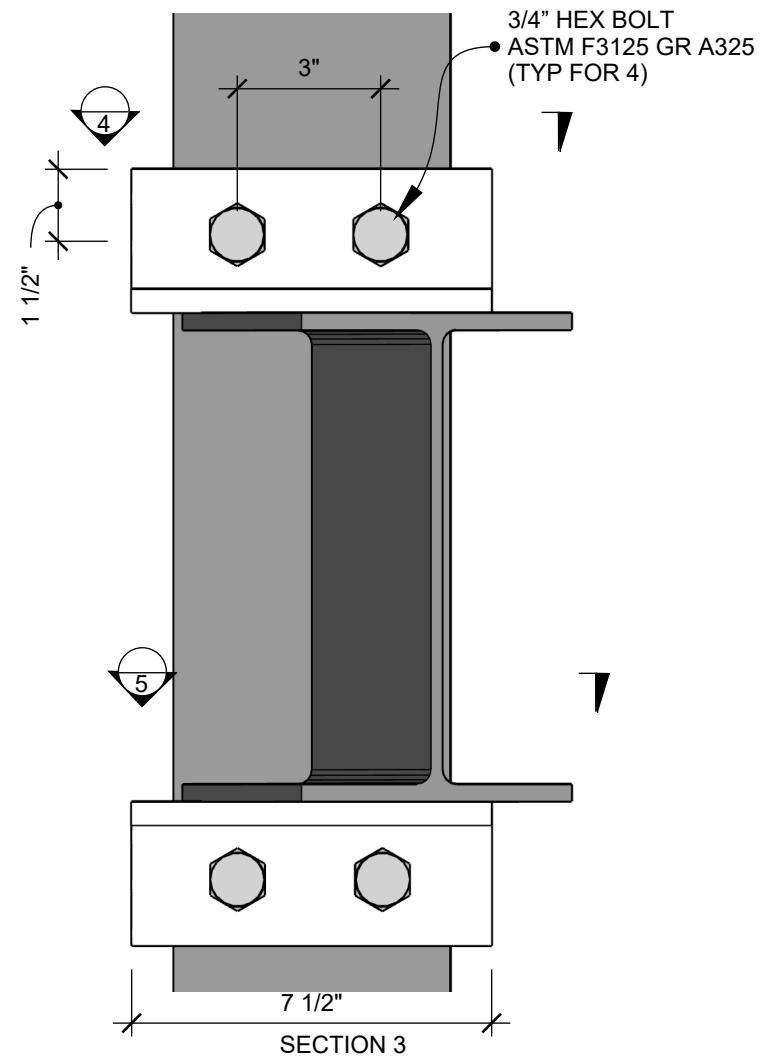
ENGINEER  
Ronald L Knott, P.E.  
801 Cricket Knoll Rd  
Fuquay Varina, NC 27526  
(919)417-1962



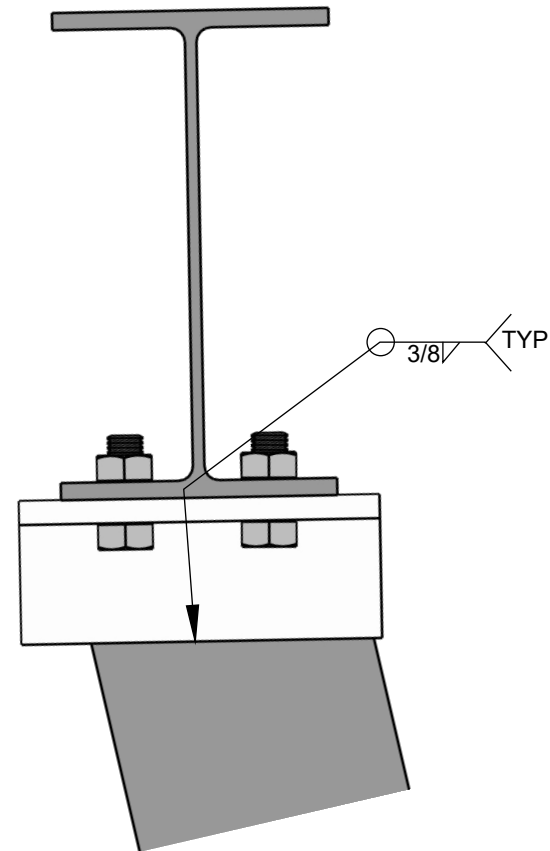




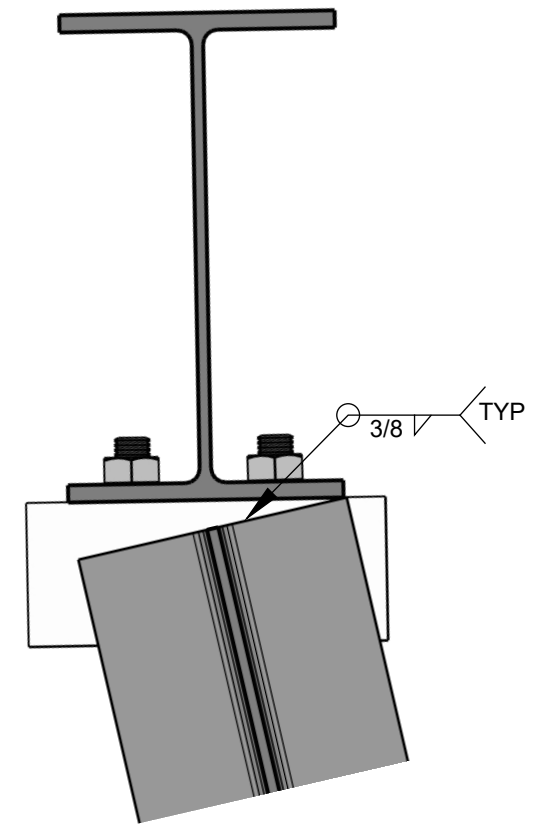
ELEVATION VIEW  
W10X22 RISER TO W10X22 SPREADER  
3" = 1' 0"



SECTION 3



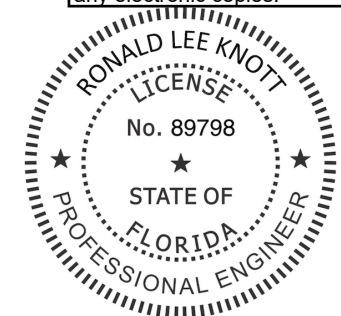
SECTION 4



SECTION 5

USE SAME DETAIL FOR C4X5.4 AND W4X13 CONNECTION TO RISER

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MONOPOLE STEEL SIGN  
LOCATION  
27.4653, -80.3495

CLIENT  
Scotty Outdoor, LLC  
PO Box 974  
Snow Hill, NC 28580

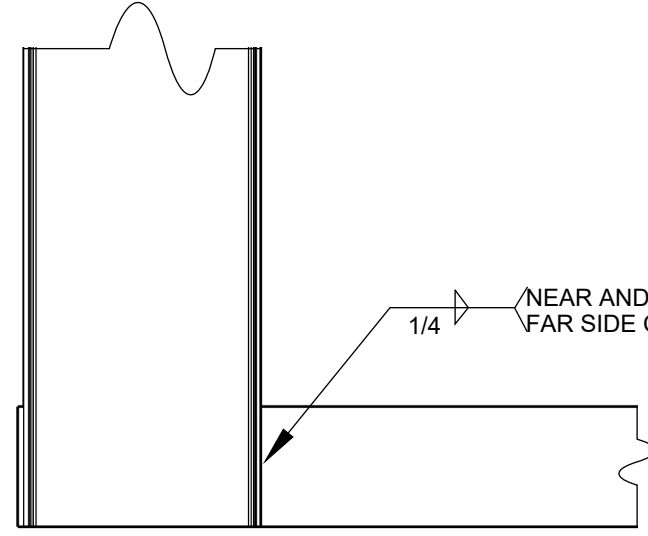
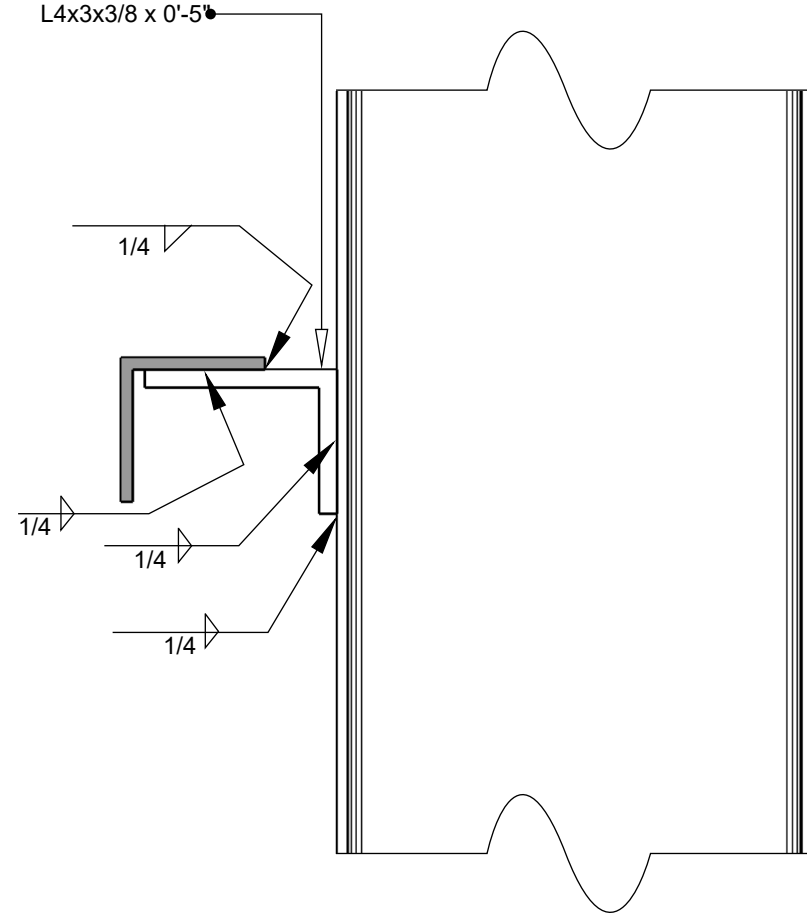
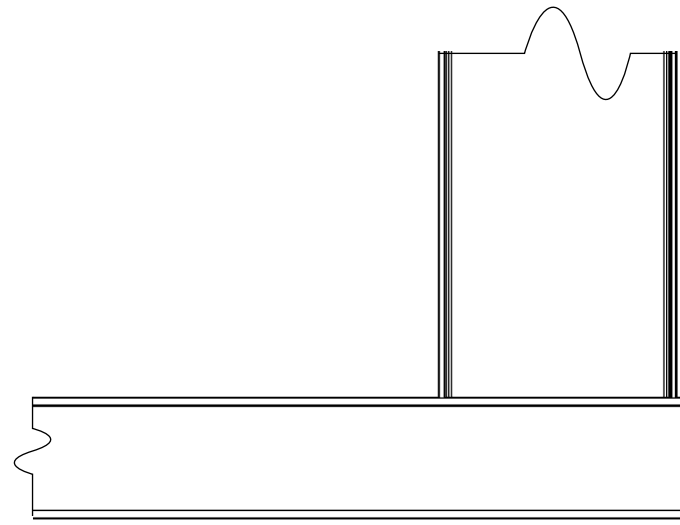
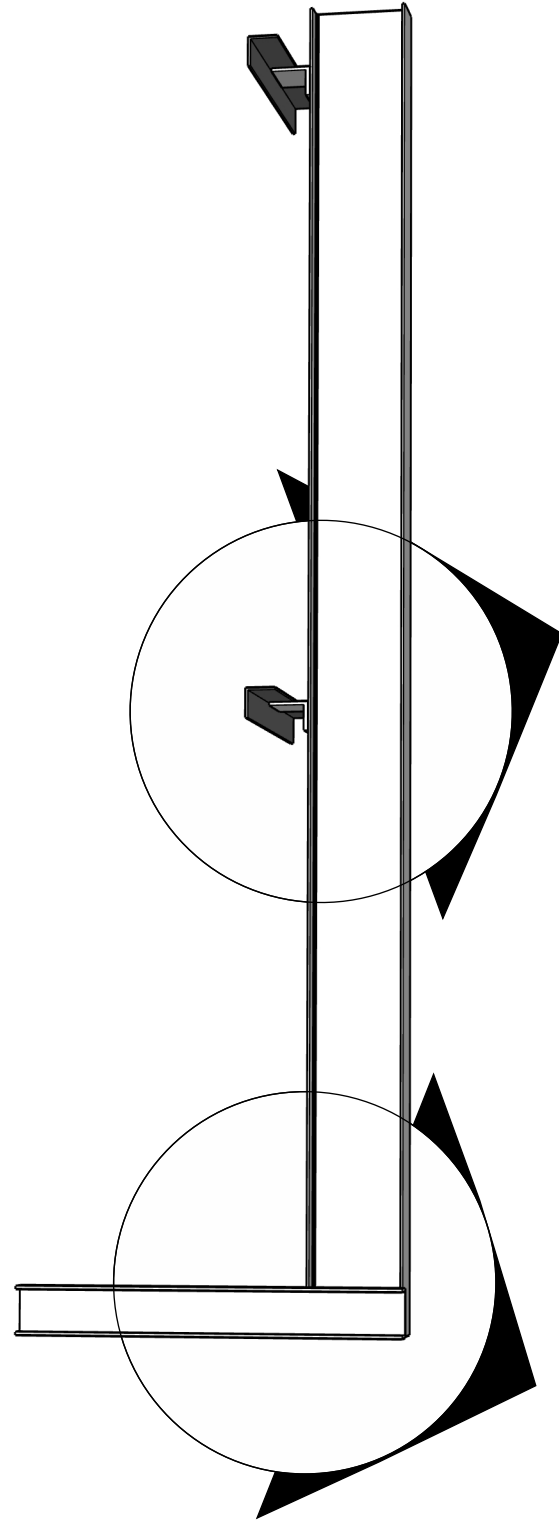
ISSUE  
7.31.2024  
REVISION  
1

DESCRIPTION  
SPREADER TO  
RISER

ENGINEER  
Ronald L Knott, P.E.  
801 Cricket Knoll Rd  
Fuquay Varina, NC 27526  
(919)417-1962

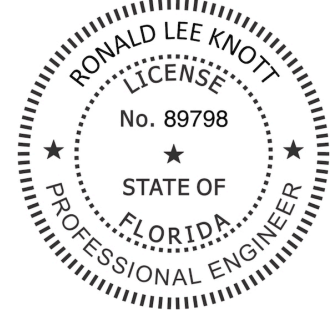
S

05



NEAR AND FAR SIDE OF RISER

This item has been digitally signed and sealed by RONALD LEE KNOTT on the date adjacent to the seal.  
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MONOPOLE STEEL SIGN  
 LOCATION  
 27.4653, -80.3495

CLIENT  
 Scotty Outdoor, LLC  
 PO Box 974  
 Snow Hill, NC 28580

ISSUE  
 7.31.2024  
 REVISION  
 1

DESCRIPTION  
 WINDFRAME  
 TO RISER

ENGINEER  
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 Fuquay Varina, NC 27526  
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