



# SHENANGO TOWNSHIP

## Application for Conditional Use Hearing

1000 Willowbrook Road, New Castle, PA 16101

P: 724-658-4460 • F: 724-658-1255 • [www.ShenangoTownship.org](http://www.ShenangoTownship.org)

Applicants Name: <u>Summit Locations</u>	
Street Address: <u>2750-C Indian Ripple Rd</u>	
City & Zip Code: <u>Beavercreek, OH 45440</u>	
Phone: <u>937-248-8313</u>	Cell Phone: <u>937-248-8313</u>

Owners Name: <u>Baruch Manies (Five Star Store It Penn Ohio LLC)</u>	
Street Address: <u>3612 Shannon Rd</u>	
City & Zip Code: <u>Cleveland, OH 44118</u>	
Phone: <u>216-406-7366</u>	Cell Phone: <u>216-406-7366</u>

Proposed Plan Name: Summit Billboard

Property Location (Address): 3041 New Butler Rd, New Castle, PA 16101

Lot Size: 4.00 Acres      Zoning District: C-2

To the Township Supervisors, I (we) the undersigned do hereby appeal to the Township Supervisors for review of our Conditional use for, a billboard in C-2 district.

Conditional Use Requested: Billboard in C-2 district.

I (we) certify that the information provided is true and correct to the best of my (our) knowledge.

Forest Hannels  
Signature/Owner

6-10-2020  
Date

★ Copy of lease provided.  
Signature/Owner

\_\_\_\_\_  
Date

Fee Paid ☐

Ordinance Attached ☐

## **STANDARD GROUND LEASE AGREEMENT**

THIS LEASE AGREEMENT made this 30th day of April, 2020 by and between FIVE STAR STORE IT PENN OHIO 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 North side of Rt 422 and commonly known as 3041 NEW BUTLER Rd and/or also known by the Parcel Number: 31-3909-0305A; 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 belonging to Lessor located on the North side of Rt 422 and commonly known as 3041 NEW BUTLER Rd and/or also known by the Parcel Number: 31-3909-0305A ("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 this Lease is executed. Lessee shall have the right to renew this Lease as set forth in Paragraph 13 below.

3) **RENT.** Lessee shall pay Lessor a quarterly rent in the amount of 18% 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 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.

5) **TERMINATION OF LEASE.** If Lessee is unable to obtain all necessary licenses, permits, and other necessary authority for the erection or maintenance of such signs and to actually erect such signs as Lessee may desire to construct or maintain on the Leased Premises within eighteen (18) months following the date of execution of this Lease Agreement, Lessor and Lessee shall each have the unconditional right to terminate this Lease Agreement upon the provision of written notice to the other party provided within thirty (30) days of the 18-month anniversary of this Lease Agreement.

6) **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.

7) **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.

8) **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 Rt 422.

9) **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. E) **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. F) **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.

10) **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.

11) **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.

12) **TRANSFER OF LEASED PREMISES.** A) **LESSOR'S SUCCESSOR.** If Lessor should sell or transfer the Leased Premises, the parties agree that any transferee shall succeed to and assume the Lessor's rights and obligations pursuant to the provisions herein. 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.

13) **RENEWAL OPTION.** Lessor grants Lessee an option to renew this Lease Agreement for a period of 25 year(s) after expiration of the term of this Lease Agreement. The other terms, covenants, and conditions of the renewal lease, including the amount of the rental payment, shall be the same as those in this Lease Agreement. To exercise such option, Lessee must give Lessor written notice of Lessee's intention to do so at least thirty (30) days before expiration of this Lease Agreement.

14) **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.

15) **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.

16) **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.

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) **BINDING ON SUCCESSORS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors and assigns of all the parties hereto.

20) **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.

21) **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.

22) **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.

23) **NON-COMPETE.** During the term of this Lease Agreement and any renewals, Lessor shall not allow another billboard company's structure on any Lessor owned property.

24) **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.

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

LESSOR: FIVE STAR STORE IT PENN OHIO LLC  
3612 SHANNON ROAD  
CLEVELAND OH 44118

By: *Baruch C. Manies*  
Baruch C. Manies

LESSEE: SUMMIT LOCATIONS, LLC  
2750-C Indian Ripple Rd. Beavercreek, Ohio 45434

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



SITE PLAN: Five Star Store It New Castle


ADDRESS: 3041 New Butler Rd, New Castle, PA 16101 40.9758448373, -80.2791320044



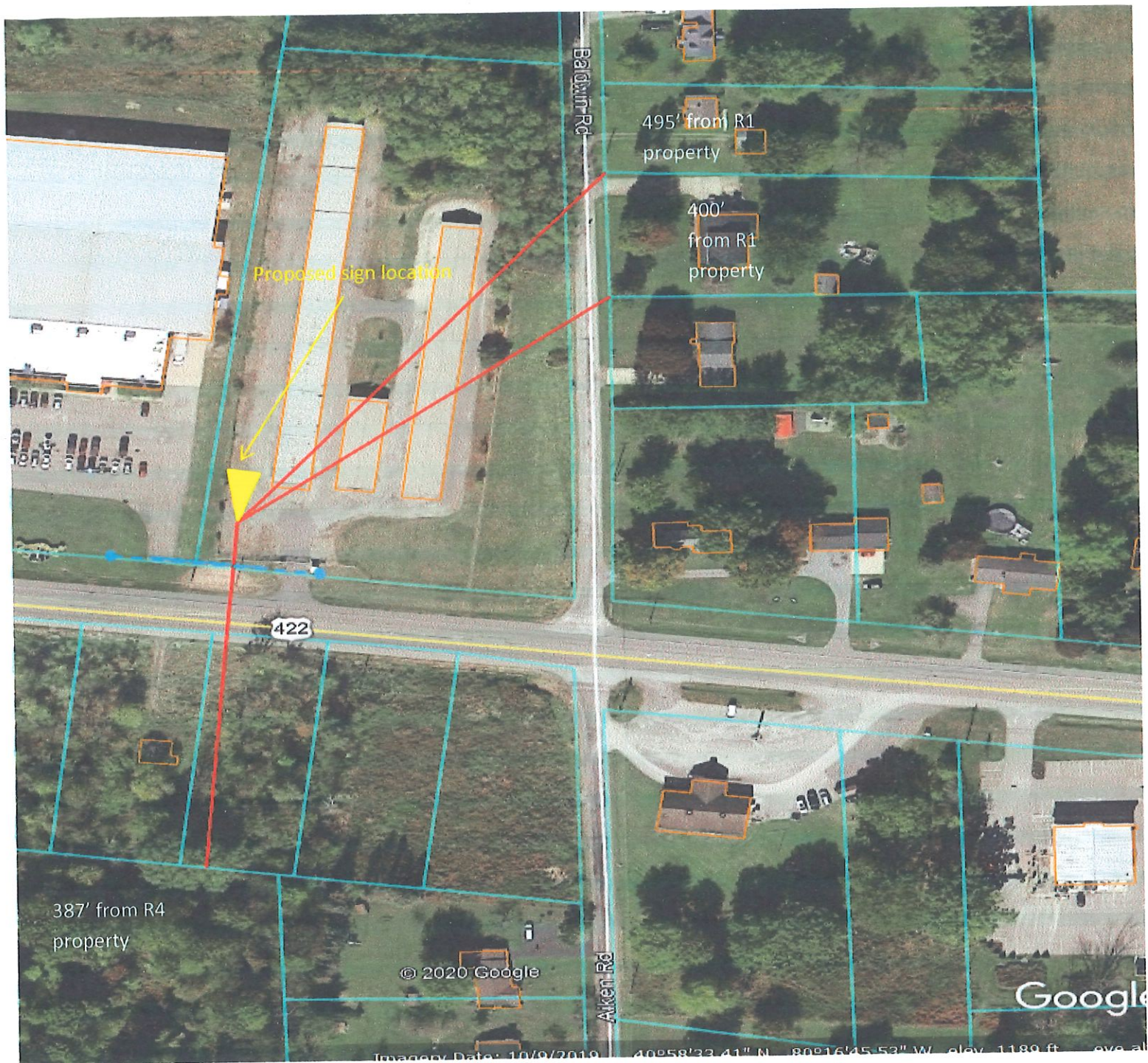
**Legend:**

Existing ROW: 

Existing Power Line: 

Existing Telephone Line: 





**Legend:**

Existing ROW: ● - - - - ●

SIGN DIAGRAM:

ADDRESS:

STRUCTURE HEIGHT: 27 ft

SIGN HAGL 15ft

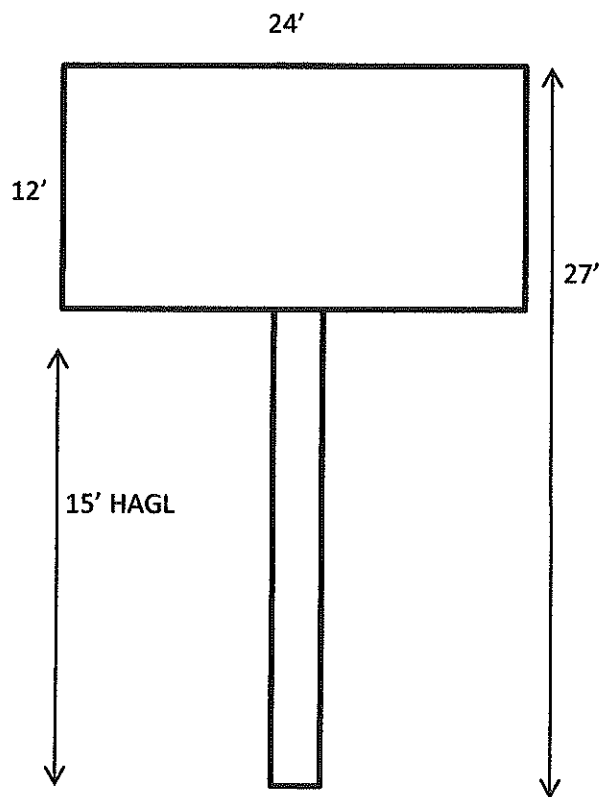
SIGN LENGTH: 24 ft

SIGN HEIGHT: 12 ft

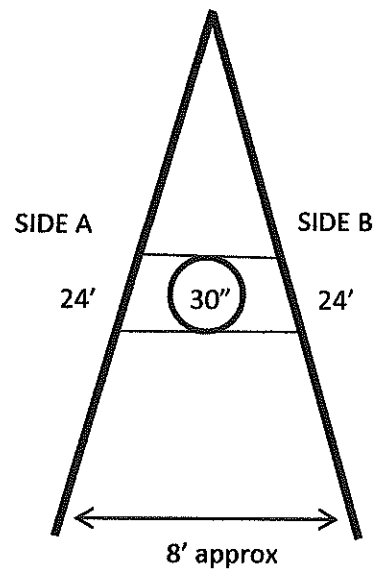
NUMBER OF FACES: 2

TOTAL SIGN AREA: 576 ft<sup>2</sup>

SIDE VIEW



TOP VIEW





# SHENANGO TOWNSHIP

## Zoning Permit Application Information

1000 Willowbrook Road, New Castle, PA 16101

Phone: 724-658-4460 Fax: 724-658-1255 Website: Shenangotownship.com

### OFFICE USE ONLY:

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Fee \_\_\_\_\_

Date Paid \_\_\_\_\_

Project Location: 3041 New Butler Rd, New Castle, PA 16101

Name: Summit Locations Date: 6-10-2020

Address: 2750-C Indian Ripple Rd Phone: 937-248-8313

City: Beavercreek State: OH Zip code: 45440

Contractor: TBD Name: TBD

Address: ↓ Phone: ↓ Registration #: ↓

City: ↓ State: ↓ Zip code: ↓

Map and Parcel #: 31-3909-0305A

Type of Permit: ☒ New Building ☐ Addition ☐ Alteration ☐ Demolition  
☐ Mobile Home Transfer ☐ Temporary/Hardship ☒ Other Billboard

Proposed Use: ☐ Single-Family ☐ Duplex ☐ Multi-Family  
☐ Barn ☐ Pool (Above/In ground)(Circle 1) ☐ Porch/Deck (Circle 1)  
☐ Shed/Greenhouse (Circle 1)

Category: ☐ Residential ☒ Commercial ☐ Industrial  
☐ Institutional ☐ School ☐ Church ☐ Other

Is the Project Location in a Floodplain? (Yes or No) No

Mobile/Modular Serial #: N/A

Provide a brief Description of the Project: Erect a 2 face 12 x 24 Billboard.

Building Characteristics: ☐ Brick/Stone/Block ☐ Wood Frame ☒ Structural Steel  
☐ Reinforced Concrete

Estimated Cost of Construction: \$ 10,000 Will there be Electric? Yes/No

Number of Rooms:      Bedrooms      Full Baths      Half Baths N/A  
Sewage Disposal:      Public      Private      Septic Permit # N/A  
Water Supply:      Public      Private

Type of Heat: ☐ Gas ☐ Oil ☐ Coal ☐ Electric ☐ Other       
Type of Mechanical: ☐ Central Air Conditioning ☐ Elevators ☐ Special Equipment  
# of Parking Spaces      Off Street      Enclosed      Outdoors

Building Setbacks:  
387' From Road (Residential)  
29' From Left Side  
284' From Right Side  
528' From Rear  
46' From Right-of-Way (50' from front of property)

Dimensions:  
12 ft. x 24 ft.  
N/A Number of Stories  
     sq. ft. - Living Space (incl. garage if attached)  
     sq. ft. - Garage (if unattached)  
     sq. ft. - Basement  
     sq. ft. - Total (under construction)

Acreage or Lot Size: 4.00 Acres

Height from ground: (for Decks/Porches only): N/A

Other Structures: ☐ House ☐ Garage ☐ Barn/Shed (circle) N/A  
☐ Pool (Above/In Ground)(Circle 1) ☐ Other     

Ownership: ☒ Private ☐ Public ☐ Give Corp./Co. Name:     

Driveway Permit: ☐ State Road ☐ Township Road ☐ Private Lane N/A

I (WE) THE UNDERSIGNED ATTESTS THE INFORMATION CONTAINED IS TRUE AND ACCURATE UNDER PENALTY OF LAW.

Forest Runnels  
Signature of Applicant

Forest Runnels  
(Print)

8-28-2020  
Date

      
Signature of Co-Applicant

      
(Print)

      
Date



# SHENANGO TOWNSHIP

## Permanent Sign Application

1000 Willowbrook Road, New Castle, PA 16101

Phone: 724-658-4460 Fax: 724-658-1255 Website: Shenangotownship.com

### OFFICE USE ONLY:

Application No. \_\_\_\_\_

Date of Application \_\_\_\_\_

Fee \_\_\_\_\_

Date Paid \_\_\_\_\_

Name: Summit Locations Date: 6-10-2020

Site Address: 3041 New Butler Rd Phone: 937-248-8313

City: New Castle State: PA Zip code: 16101

Owner: Summit Locations

Address: 2750-C Indian Ripple Rd Phone: 937-248-8313 Fax: N/A

City: Beavercreek State: OH Zip code: 45440

Principal Contractor: TBD

Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

### TYPE OF SIGN (check all that apply)

☒ Pole Sign ☐ Ground Sign ☐ Wall-Mounted Sign ☐ Overhanging Sign ☐ Other

Description of Proposed Work: Erect a 2 face 12x24 billboard.

\_\_\_\_\_

\_\_\_\_\_

Estimated Cost of Construction: \$10,000

**All signs must be in accordance with the requirements of the Shenango Township Zoning Ordinance.**

The applicant certifies that all information on this application is correct and work will be completed in accordance with the "approved" construction documents and PA ACT 45 Uniform Construction Code, and any additional approved building code requirements adopted by the municipality. The property owner and applicant assume the responsibility of locating all property lines, setback lines, easements, right-of-way flood areas, etc. Issuance of a permit and approval of construction documents shall not be construed as authority to violate, cancel or set aside any provisions of the codes or documents or ordinances of the municipality or any other governing body. The application for a permit shall be made by the owner or lessee of the building or structure, or agent of either, or by the registered design professional employed in connection with the proposed work.

I certify that the code administrator or the code administrator's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

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**Signature of Owner/Authorized Agent** Forest Lunnels

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**Print name of Owner/Authorized Agent** Forest Lunnels

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