



August 3, 2021

Lin-Berg
Attn: Wes Romberg
1530 N Harrison #244
Shawnee OK 74804

*RE: Application for Sign Registration & Permit
West side of I-35, Logan County
Property Owner: Linda Baxter*

Dear Mr. Romberg:

As Derek Vinson discussed with you in a phone conversation, the enclosed documents cannot be processed due to the proposed site being unzoned and not within 600 feet of a conforming business.

It was determined that the proposed business “Langley Auto Center”, is not recognizable as a commercial/industrial activity from the highway. We have enclosed excerpts from Oklahoma Administrative Code 730:35-5-12 which pertain to a commercial business being clearly visible from the main traveled way.

We are returning the application and other pertinent documentation submitted.

I am sorry that we cannot issue a Permit in this instance, but look forward to working with you on future endeavors.

Respectfully,

A handwritten signature in blue ink that reads "Barbara Hoppes".

Barbara Hoppes
Transportation Manager
Outdoor Advertising Control

BH/dv

Enclosures

OAC 730:35 DEPARTMENT OF TRANSPORTATION

SUBCHAPTER 5. HIGHWAY ADVERTISING CONTROL

Section	Subject	Page No.
730:35-5-1.	Purpose	2
730:35-5-2	Application	2
730:35-5-3.	Definitions	2
730:35-5-4.	Licensing outdoor advertising businesses	8
730:35-5-5.	Registration of outdoor signs, displays and devices	9
730:35-5-6.	Permits for outdoor advertising signs, displays and devices	10
730:35-5-7.	Failure to provide complete information	11
730:35-5-8.	Data required for licensing, registration, and permit application and renewal application forms	12
730:35-5-9.	Sign owner requirements	13
730:35-5-10.	Exemption for directional signs lawfully erected prior to May 5, 1976	13
730:35-5-11.	Enforcement	14
730:35-5-12.	Class "A" signs	14
730:35-5-13.	Informational or Class "C" signs	19
730:35-5-14.	On-premise signs	21
730:35-5-15.	Exempt signs	23
730:35-5-16.	Prohibited signs	23
730:35-5-17.	Signs – Directions to Recreation Areas	23

[Authority: 69 O.S. § 1271 et seq.; 23 U.S.C. § 131, 135; 23 CFR Part 750, 751]

(1) Zoning Qualifications

(A) Property upon which signs are to be erected within the control area must be zoned comprehensively for business, commercial or industrial activities under the authority of any state zoning law, or city or county zoning ordinance of this state, or but shall not include areas which reflect strip or spot zoning granted strictly for the purpose of outdoor advertising.

(B) To determine whether a zoning action, past or present, is an attempt to circumvent outdoor advertising law or regulations, the following factors shall be taken into consideration:

- (i) expressed reason for zoning
- (ii) zoning for the surrounding area
- (iii) actual land use
- (iv) existence of plans for commercial or industrial development
- (v) proper access to property
- (vi) availability of utilities (water, electricity, sewage) in the newly zoned area, and
- (vii) whether or not the property is being assessed in accordance with zoning.

(C) Failure to meet zoning qualifications based on the factors set forth in this subsection is grounds for permit denial. It is the responsibility of the applicant to provide support documentation if zoning is determined to be questionable. Questionable zoning would include areas which have no visible indications of development, are separated from the primary urban area under which authority they are zoned and areas which are being primarily used for agricultural, ranching or residential purposes.

(2) Commercial or Industrial Activity Requirements. Property upon which signs are to be erected must be unzoned but the sign is to be located within six hundred (600) feet of a qualifying commercial or industrial activity. The considerations are as follows:

(A) Such an activity shall be equipped with all customary utilities, facilities and open to the public regularly or regularly used by the employees of the business as their principal work station or which due to the nature of the business is equipped, staffed, and accessible to the public as is customary. The activity must be clearly identified and recognized as a business from the main-traveled way. The majority of the business activity must be conducted on the premises during normal business hours. Permit applicant may be required to provide sufficient documentation to demonstrate the status of the activity as a qualifying commercial or industrial business.

(B) It includes the area along the highway extending outward six hundred (600) feet from and beyond the edge of the regularly used area of said activity in each direction and a corresponding zone directly across a primary highway which is not also a limited or controlled access highway. All measurements shall be made from the edge of the regularly used building, parking lots, storage or processing areas of the commercial or

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR SIGN REGISTRATION & PERMIT
(See back of form for instructions.)**

FOR OFFICIAL USE ONLY		
MGR. INITIALS	3049 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.

OAC
AUG 02 2021

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: Lin Berg 102 Address: 1530 N Harrison #244
 103 City: Shawnee 104 State: OK 106 Zip Code: 74804
 105 Telephone No. (405) 412-8096 107 Fax No. () 108 Email Address: Lin Berg Adv @ Ad.com

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: I-35 202 Side of Hwy.: W 203 County Name: Logan 204 City Name: None
 205 Nearest Intersecting Hwy.: Highway 33 206 Direction from Intersection: S 207 Distance from Intersection: 3.1 208 Distance from Right-of-Way: 30
 209 GPS Coordinates: Latitude: 35 8345417 Longitude: 97 3995310

Part III - LAND OWNER INFORMATION (No. Assigned: 17484)

301 Land Owner's Name: Linda Baxter 302 Address: 2075 Brookside St
 303 City: Guthrie 304 State: OK 305 Zip Code: 73044
 306 Telephone No. (405) 239-0677 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 12 ft. Width of Facing: 48 ft. Overall Height Above Ground: 70 ft.
 (Cannot exceed 25 ft.) (Cannot exceed 60 ft.) (No limit by state)
 402 TYPE OF SIGN: Single Side-by-Side Stacked V-Type Back-to-Back Tri-Vision (Rotating Slats)
 (Cannot exceed 30 ft.)
 403 NO. OF PANELS: 4 404 WILL SIGN BE ILLUMINATED? YES NO If yes, will it be an LED/digital display? YES NO
 (Advertising Displays)

Part V - ZONING AND COMMERCIAL/ INDUSTRIAL QUALIFICATIONS (One of these options is required for Class A Permit. However if applying for a Class C (Informational) Permit, this section does not apply.)

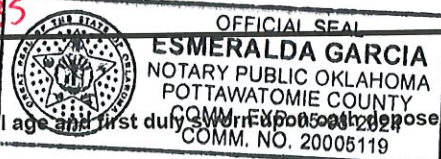
ZONED AREA ONLY	UNZONED AREA ONLY
501 - Is proposed location zoned? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If answer is no, then go directly to Item 505.)	505 - Is proposed location within 600 ft. of a conforming business? (Refer to OAC §730:35-6-12[a][2]) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
502 - What is the zoning designation? (Must be some type of commercial, industrial or business designation.)	506 - What is the name of the business? <u>Langley Auto Center</u>
503 - Who is the zoning authority?	507 - Please attach a diagram depicting the layout of the business and the proposed sign site.
504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)	

Part VI - ACKNOWLEDGMENT

Have you read all of the statutes and regulations pertaining to outdoor advertising control? YES NO 35-42-30 DILY

REMARKS: Business Not Visible from I-35 B. Hopper
 Inspector Pre-review:

STATE OF: Oklahoma County of: Pottawatomie \$
Esmeralda Garcia being of lawful age and first duly sworn and proposes and states the following:



I, on behalf of myself (or) as authorized representation of the organization listed above as Applicant, so attest that I have read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief.

Signature of Applicant or Representative: [Signature]
 Printed Signature: Wes Roubey

NOTARY PUBLIC:
 Subscribed and sworn to me this 29th day of July, 2021
 My commission expires: 05/08/2024
 Signature of Notary: [Signature]



EASEMENT PURCHASE AGREEMENT

THIS AGREEMENT made and entered into the 24th day of June, 2021, by and between Linda J. Baxter (hereafter "Seller"), and, CAR Oil LLC dba Lin-Berg, an Oklahoma limited liability company, with its principal place of business located at 1530 N Harrison #244 Shawnee, OK 74804, and its mailing address at 1530 N Harrison #244, Shawnee, OK 74804 (hereafter "Buyer").

WITNESSETH:

WHEREAS, Seller owns a tract of real property that may be suited for placement of an outdoor billboard which Seller will convey the right to use to Buyer by granting an easement in this real property for placement of an outdoor billboard, the legal description of which will be detailed in the Easement Agreement, which is attached hereto as Attachment A and made a part hereof (the "Easement");

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller all of Seller's right, title and interest in and to the Easement.

NOW, THEREFORE, Seller and Buyer hereby agree as follows:

1. Sale of the Easement.

- (a) Seller hereby agrees to sell, transfer and assign to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Easement by executing an Easement Agreement in the form that is attached hereto as Attachment A.
- (b) Time is of the essence regarding this contract; except that Seller may waive this provision for the purpose of curing defects or receiving permits from proper zoning agency.
- (c) **This Agreement is conditional on the Buyer securing a permit on the Easement for the placement of a billboard structure.**

2. Price and Payment.

- (a) Buyer will pay Seller for the Easement which Buyer is purchasing pursuant to Section 1 of this Agreement, the following:

- (i) One Hundred dollars (\$100.00 USD) in the form of Buyer's personal check on delivery by Seller to Buyer of an executed version of this Agreement. This money shall serve as earnest money for the Buyer evidencing Buyer's good faith and to be applied to the purchase price. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages. In the event of default by the Seller based on or if Seller is unable to deliver free and clear, unencumbered title to Easement, Buyer shall be entitled to return of its deposit with no further remedy. The ability to obtain financing is NOT a contingency of the sale of Easement. In the event that Buyer is unable to secure a permit to construct a billboard on the Easement, Buyer is entitled to return of its deposit with no further remedy.
- (ii) 15 % of the gross proceeds actually received by Buyer from the billboard and during the term of this Easement Purchase Agreement, to be paid to Seller on a semi-annual basis; Buyer to provide of proof of gross proceeds receipts to the Seller at the time of payment; but these payments will be made on such dates only if at that time there has been no breach or claim by a third party alleging facts which, if true, would constitute a breach of any of Seller's representations, warranties or covenants under this Agreement.

The Sale of the easement shall be closed within ten (10) days after all necessary papers are ready, but not later than September 2nd, 2021. If the closing of the sale is delayed by reasons of delays in obtaining a permit to construct a billboard on the Easement which can be readily corrected, a further period of ninety (90) days shall be allowed for closing.

3. Seller's Warranties.


- (a) Seller represents and warrants to Buyer:
- (i) Seller is the sole owner of all of the rights in and to all of the Easement; the Easement is not subject to any lien or other encumbrance or claim or to any option or other right in favor of a third party; except for the provisions of this Agreement, there are no monies owing or obligations outstanding with respect to any of the Easement; and no consent or approval by or notice to any third party is required in connection with the sale of the Easement to Buyer pursuant to this Agreement;
- (ii) except for Seller and the parties listed on Attachment B, no one has a claim to the Easement;
- (iii) there is no litigation or claim pending or threatened with respect to the Easement and there is no environmental hazard located on Easement;
- (iv) the Easement which Seller will deliver to Buyer pursuant to Section 1 will be free of all liens and claims and have marketable title;

- (v) the execution, delivery and performance of this Agreement have been duly authorized by Seller's board of directors or members if applicable.
- (b) Seller warrants that the property will be transferred free and clear of all liens of record prior to the date of closing unless otherwise excepted by Buyer. FROM THE REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE EASEMENT OR THE STATUS, CONDITION, POTENTIAL OR PROSPECTS OF ANY OF THE EASEMENT OR THE BUSINESS TO WHICH THEY PERTAIN, OR TO THE EASEMENT SUITABILITY OR FITNESS FOR ANY PURPOSE, OR WITH RESPECT TO ANY OTHER MATTER PERTAINING TO ANY OF THE PROPERTIES OR TO SUCH BUSINESS OR TO THIS TRANSACTION. BUYER CONFIRMS THAT IT HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE EASEMENT AND OF THIS TRANSACTION, THAT IT HAS RELIED ON THAT INVESTIGATION, AND THAT IT HAS NOT RELIED ON ANY STATEMENT OF OR INFORMATION FURNISHED BY THE SELLER EXCEPT FOR THOSE STATEMENTS AND THAT INFORMATION SET FORTH IN THIS AGREEMENT. BUYER WILL HAVE NO CLAIM AGAINST SELLER BASED ON MISREPRESENTATION OR FAILURE TO DISCLOSURE EXCEPT FOR THE BREACH OF AN EXPRESS REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT.
- (c) The representations and warranties of Seller under Section 3(a) will survive execution of this Agreement. Seller will indemnify Buyer against any liability and will hold Buyer harmless from and pay any loss, damage, cost and expense (including, without limitation, legal fees, court costs and the cost of appellate proceedings) which Buyer incurs arising out of a breach of any of said representations and warranties or any claim against Buyer alleging facts which, if true, would result in a breach of any said representations and warranties.
4. **Buyer's Warranty.** Buyer represents and warrants to Seller that the execution, delivery and performance of this Agreement have been duly authorized by Buyer's Members.
5. **Disputes.**

- (a) Seller acknowledges that violation of any of the provisions of this Agreement will cause irreparable loss and harm to Buyer which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that Buyer will be entitled, without posting bond or other security, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of Buyer to an action for damages. For purposes of any such proceeding, Seller submits to the non-exclusive jurisdiction of the courts of the State of Oklahoma and of the United States located in the County of Logan, State of Oklahoma; and Seller agrees not to raise and waives any objection to or defense based on the venue of any such court or *forum non conveniens*.
 - (b) A court of competent jurisdiction, if it determines any provision of this Agreement to be unreasonable in scope, time or geography, is hereby authorized by Seller and Buyer to enforce the same in such narrower scope, shorter time or lesser geography as such court determines to be reasonable and proper under all the circumstances.
 - (c) Buyer will also have such other legal remedies as may be appropriate under the circumstance including, *inter alia*, recovery of damages occasioned by a breach. Buyer's rights and remedies are cumulative and the exercise or enforcement of any one or more of them will not preclude Buyer from exercising or enforcing any other right or remedy.
6. **Further Assurances by Seller.**
Seller will execute such additional documents as Buyer may reasonably request to vest or confirm the vesting in Buyer of the Easement and title thereto.
 7. **Amendment.** This Agreement may be amended only by an instrument in writing signed by Seller and Buyer.
 8. **Governing Law.** This Agreement will be governed by and construed in accordance with the law of the State of Oklahoma.
 9. **Section Headings.** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

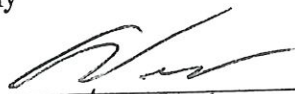
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:


Linda J. Baxter

BUYER:

Lin-Berg, LLC, an Oklahoma limited liability
company

By: 
Name: *Wes Rauberg*
Title:

OAC
OAC

JUL 13 2021

AUG 02 2021



OAC
OAC

JUL 13 2021
AUG 02 2021



OAC

JUL 13 2021

OAC

AUG 02 2021

