



May 23, 2024

Ok Outdoor Advertising
Attn: Josh Snyder
22599 Blue Bird Ln.
Poteau OK 74953

*Reject Application for Sign Registration
US-59, LeFlore County
Panama Application*

Dear Mr. Snyder:

The enclosed application could not be processed because the proposed sign location appears to be on State Right-Of-Way. (Diagram Attached) If you feel this rejection is in error. Please provide a survey or some other form of documentation confirming that the proposed sign site is not on State ROW.

We are returning your application and check number: 2135 in the amount of \$100.

If you have any questions, please contact this office at (405)521-3005.

Respectfully,

A handwritten signature in blue ink, appearing to read "T. Davis".

Thomas Davis
Transportation Supervisor
Outdoor Advertising Control

TD:

Enclosures

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

FOR OFFICIAL USE ONLY		
MGR. INITIALS	3274 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.

OAC MAY 2 2 2024

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: OK Outdoor Advertising 102 Address: 22599 Blue Bird Ln.
 103 City: Poteau 104 State: OK 105 Zip Code: 74953
 106 Telephone No. (918) 775-0631 107 Fax No. N/A 108 Email Address: josh@okoutdoor.us

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: Hwy 59 202 Side of Hwy.: W 203 County Name: Leflore 204 City Name: Panama
 205 Nearest Intersecting Hwy.: Hwy 31 206 Direction from Intersection: S 207 Distance from Intersection: 2.03 miles 208 Distance from Right-of-Way: 3 Feet
 209 GPS Coordinates: Latitude: 35.161860 Longitude: -94.673040

Part III - LAND OWNER INFORMATION (No. Assigned: 17751)

301 Land Owner's Name: Lake Wister Association 302 Address: 501 S. Broadway
 303 City: Poteau 304 State: OK 305 Zip Code: 74953
 306 Telephone No. (918) 647-9178 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 25 ft. (Cannot exceed 25 ft.) Width of Facing: 36 ft. (Cannot exceed 60 ft.) Overall Height Above Ground: 75 ft. (No limit by state)
 402 TYPE OF SIGN: Single Side-by-Side Stacked V-Type (Cannot exceed 30 ft.) Back-to-Back Tri-Vision (Rotating Slats)
 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 501 - Is proposed location zoned? YES NO (If answer is no, then go directly to Item 505.)
 502 - What is the zoning designation? _____ (Must be some type of commercial, industrial or business designation.)
 503 - Who is the zoning authority? _____
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)

UNZONED AREA ONLY 505 - Is proposed location within 600 ft. of a conforming business? (Refer to OAC §730:35-5-12(a)(2)) YES NO
 506 - What is the name of the business? Dollar General of Panama
 507 - Please attach a diagram depicting the layout of the business and the proposed sign site.

Part VI - ACKNOWLEDGMENT

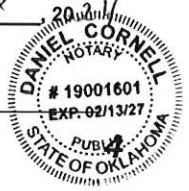
Have you read all of the statutes and regulations pertaining to outdoor advertising control? YES 59-40-06 Div
 REMARKS: _____ Inspector Pre-review: _____

STATE OF: Oklahoma
 County of: Leflore §
Daniel Cornell being of lawful age and first duly sworn upon oath deposes 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

NOTARY PUBLIC:
 Subscribed and sworn to me this 16 day of may
 My commission expires: 2-17-27
 Signature of Notary



Perpetual Easement Deed
Panama, OK

Date: 4/30/24

Grantor: Lake Wister Association

Grantee: OK Outdoor Advertising, LLC,

Consideration: For and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable consideration paid by Grantee herein name, the receipt of which is hereby acknowledged, and for payment of which no lien, express or implied, is retained, all dower, courtesy, and homestead rights are released, and for the further consideration of benefits to be derived by Grantor.

Grant: Grantor have granted, bargained, sold, and conveyed without the possibility of reversion to have and to hold and by these persons do grant, bargain, sell and convey without the possibility of reversion to have and to hold unto Grantee, a 28 foot wide by 48 foot long surface and 75 foot tall airspace, give or take, perpetual easement for the purpose of constructing, operating, maintaining, replacing, removing, improving, and making improvements thereto, as well as the rights to enter the land of Grantor and the rights of ingress and egress thereto, in over, and on the real property located in Leflore County, Oklahoma. The Grantor and Grantee agree that the center of the perpetual and exclusive easement shall be marked by and iron set stake, with a white circle being approximately 25 feet in radius from the said center iron easement monument, in order to accommodate variations drilling the hole for the support sign pole and construction of the sign project. If the needed utilities are not in place on the perpetual easement, the Grantor agrees to allow and provide utilities access rights of ways to the perpetual easement according to the needs of the sign project and Grantee agrees to use the rights of ways for utilities that would be extended from current services, placing the utilities easement near the perimeters of the Grantor's land. The property subject to the perpetual easement is described on "EXHIBIT A" attached here to and made a part hereof for all purposes.

Conditions: This perpetual easement runs with the land and is granted, bargained, sold and conveyed to Grantee, and its heirs and assigns forever. Said perpetual easement is subject to each and all of the following conditions:

- (1) Grantor as compensation for this perpetual easement running with the land has received a one time full and final payment of **\$5,000.00 FIVE THOUSAND DOLLARS from OK Outdoor (Payment upon approval of State Permit)**. It is fully understood by both Grantor and Grantee that his payment is a one-time full and final payment for this perpetual easement which shall run with the land.
- (2) Grantee's sign structure placed upon the premises by the Grantee shall remain the personal property of the Grantee. Said sign structure may be removed, altered, or replaced at any time. Grantee and his agent, assigns, and heirs shall have ongoing access across Grantor's property for the purposes of operating, maintaining and servicing Grantee's sign structure.
- (3) Grantee shall hold Grantor and heirs and assigns harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of his agents, employees, or others involved in the erection, repair or operation of its sign.
- (4) Grantee shall keep the sign structure in good repair and maintain it in a neat and business like manner.

- (5) Grantor shall not obstruct, block, impair, impede, or otherwise hinder the view of the sign structure as seen from the lanes of travel adjacent to the highway or to create or allow any conditions so to diminish the commercial value of the sign structure.
- (6) Grantee has the right to clear any trees or vegetation that is blocking or will block the view or access of the sign structure by workers that are within 500 feet along the highway easement from said perpetual easement for the sign structure.
- (7) Grantor, in the event of any change of ownership of the servient tenement, shall notify Grantee of such change and also agrees to furnish the new owner with a copy of this perpetual easement.
- (8) Grantor and Grantee agree that if a proper court order of eminent domain is applied against any or all the easement description, the Grantor and Grantee shall individually negotiate the amount of lost value each has suffered, in the area described in the Easement description.
- (9) Grantor will not allow any other billboard or advertising company to construct, build, place, operate, or otherwise introduce to the property described in "Exhibit A" any form of billboard advertising.
- (10) Grantee agrees that he will not advertise any business which would materially compete with Grantor's business.

Construction: Nothing within the four corners of this document should be construed to create an easement in gross; it is the intention of the parties to create an perpetual easement that runs with the land. It is the parties' intention that there be no possibility of reversion to Grantor, his heirs or assigns.

This written agreement contains the entire set of promises bargained for in exchange for considerations herein agreed to by both Grantor and Grantee.

(Signatures on Following Pages)

IN WITNESS WEREOF, I have hereunto affixed my signature on this 16 day of May, 2024

Lake Wister Association

By: Karen Wages
Name: Karen Wages
Title: Secretary

By: George Haney
Name: George Haney
Title: Board Member

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF LEFLORE)

On this 16 day of may, 2024, before me, a Notary Public, appeared Karen wages, known to be the persons whose names is/ are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WHITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 2-13-27

(Seal)



[Signature]

NOTARY PUBLIC

STATE OF OKLAHOMA)
) ss.
COUNTY OF LEFLORE)

On this 16 day of may, 2024, before me, a Notary Public, appeared George Haney, known to be the persons whose names is/ are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WHITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 2-13-27

(Seal)



[Signature]

NOTARY PUBLIC

EXHIBIT A

Part of the Abandoned Midland Valley Branch of the Missouri Pacific Railroad Company, lying west of State Highway 59 in the South Half (S/2) of Section 16, Township 8 North, Range 25 East, Leflore County Oklahoma, as described in the land records of Leflore County, Oklahoma in Book 1144 Page 902.



Panama, OK



Image © 2024 Airbus