

October 24, 2024

OK Outdoor Advertising 22599 Blue Bird Ln Poteau OK 74953

Re: New Sign Application US-59, LeFlore County

Dear Mr. Snyder:

As discussed with Derek Vinson the enclosed application could not be processed due to a spacing issue with another proposed sign site.

We are returning your application and the other documentation that you submitted to our office.

If you have any questions or feel that these findings are incorrect, please contact this office to discuss (405)52-3005.

Respectfully,

Kellie Perkins

Outdoor Advertising Control Branch

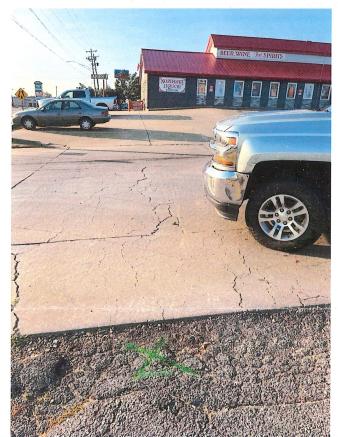
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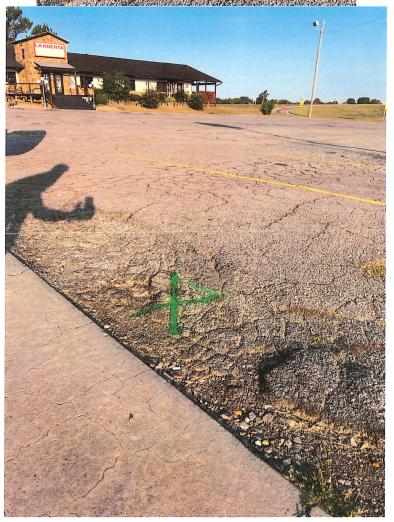
Enclosures

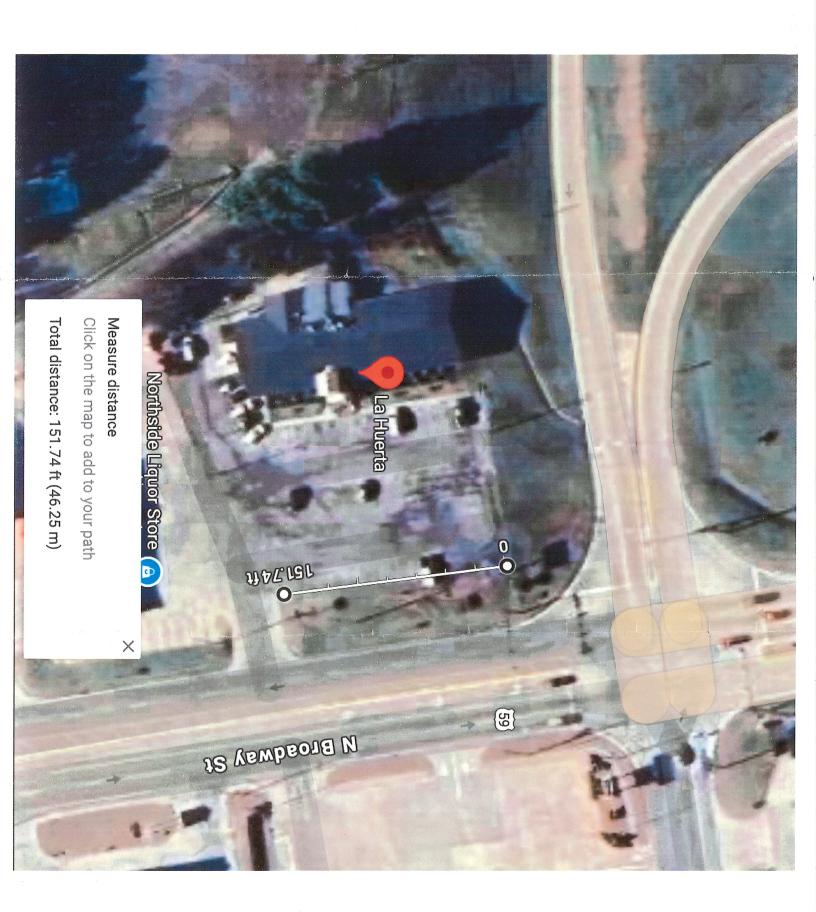
OKLAHOMA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR SIGN REGISTRATION & PERMIT
(See back of form for instructions).) RELO
00116

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OWNER NO.	REG. NO.
APPLICATION NO.	SIGN FILE NO.

Part I - SIGN OWNER INFORMATION			
Applicant's Name: OK Outdoor Adventising Address: 22599 Blue Bind Ln. 103 City: POFEAU State: OK State: OK State: T4953			
103 City:POFEail			
106 Telephone No. () 107 Cell No. (918) 775 0631 Email Address: 108 0 0 KOUT door. 4			
Part II - LOCATION OF SIGN SITE			
Located 59 Side W County Leflone City Potequi			
Of Hwy Name Name Name.			
205 BVP 206 207 10 208 F			
Nearest 59 Direction from 5 Distance from 0 Distance from Right-of-Way:			
N S E W Miles & Tenths Feet			
GPS Coordinates: Latitude: 35 . 69 2558 Longitude: - 94 . 63 17 47			
Part III - LAND OWNER INFORMATION (No. Assigned: 17797)			
Land Owner's Name: Linda Vista INC - Jose Address: 3115 N. Broad way			
303 Poteau 304 OK 305 74953 City: Poteau Zip Code: 74953			
306 307 Telephone No. 918, 649 - 3154 Have you enclosed proof of land use consent? EXES NO			
Part IV - PHYSICAL DESCRIPTION OF SIGN			
401 DIMENSIONS: Height of Facing:5 ft. Width of Facing:5 ft. Above Ground: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.)			
403 404 2. NO. OF PANELS: WILL SIGN BE ILLUMINATED? YES NO NO NO NO NO NO NO NO			
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? YES NO 505 - Is proposed location within 600 ft. of a conforming			
(If answer is no, then go directly to Item 505.) business? (Refer to OAC §730:35-5-12[a][2])			
502 - What is the zoning designation? Commercial, industrial or business designation.) 506 - What is the name of the business?			
503 – Who is the zoning authority? Potequ La Huerta			
504 – If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.) 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 7 40 40 1			
REMARKS: Relo From Hwy 59/9 Construction Inspector Pre-review:			
STATE OF: OKIANOMA S			
County of: <u>Lef love</u> § 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.			
read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief.			
read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief. NOTARY PUBLIC:			
read-the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief. NOTARY PUBLIC: Subscribed and sworn to me this Oth day of			
read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief. NOTARY PUBLIC: Subscribed and sworn to me this Oth day of Oth We commission avaisate of the best of my knowledge and belief. NOTARY PUBLIC: Subscribed and sworn to me this Oth day of			







Confirmation of Zoning

(Must be completed for each zoned location)

Name of Applicant: Jash Snyder				
Name of Applicant: Josh Snydler Location of Property: 3115 North Broadway (Location description must coincide with description given on the application form.				
In the Corporate Limits of: (If not inside the corporate limits of any town or city Please enter none.)				
➤ The remainder of this form must be complete	d by the proper zoning authority. \blacktriangleleft			
1. What is the zoning designation of the above	ve-referenced property?			
2. Does your city/county have a comprehend official plan or map which outlines the intergraph your jurisdiction.) Yes No				
3. If yes, does the above-referenced proper plan guidelines? X Yes No	ty's zoning designation meet with the			
4. Was this zoning designated within the last to (If yes, a copy of the zoning application are be attached.)				
Name of Authority (City, County etc.)	918 - 647 - 4191 Telephone No.			
Printed Name of Zoning Official	City Clerk Title			
Signature of Zoning Official	9-24-24 Date			
*If the zoning designation is PUD, SPUD or Corridor, a c submitted with application.	copy of the approved plan must be			

(Notice: Completion of this form does not constitute official permission or clearance from any local government - this form is solely for the purpose of zoning verification to be used by the Oklahoma Department of Transportation.)

Perpetual Easement Deed 3115 North Broadway Poteau, OK 74953

Date:

Grantor: Linda Vista-3115 North Broadway, Poteau, OK 74953, United States

Grantee: OK Outdoor Advertising, LLC – 22599 Blue Bird Ln. Poteau, OK

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 ______25 ___ foot wide by _____35 ___ foot long surface and ____60 ___ 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 _____20 ___ 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:

	Grantor as compensation for this perpetitime full	ual easement running with the land has received	
_	(Paymen advertisi		<u>AND in</u>
(Grantee shall run	A Palling Skitter for the taggettal cases.	and t which
(2)	Grantee' property		nal
(Grantee and ms agent, assigns, and nens the purposes of operating, maintaining a	Snan nave ongoing access across Gramo, a prop	time. erty for

(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 other than the existing Barns Billboard Permit that is 150 feet from the OK OUTDOOR Permit.
- (10) Grantee agrees that he will not advertise any business which would materially compete with Grantor's business.
- (11)Grantee agrees to no advertise any "XXX" stores, strip clubs, or any provocative sexual content on advertising structure

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 15 day of $0c+$, 2024
Grantee	Grantee
ACKNOWLEDGMENT STATE OF OKLHOMA)
.) ss.
County of Leflore)
within instrument and acknowledged th	,
My commission expires: $2/13/24$	
(Seal) # 19001601 EXP. 02/13/27	NOTARY PUBLIC

Grantor			Grantor
ACKNOWLEDGMENT STATE OF OKLHOMA)	
	I ,) ss.	
County of Leflore		,)	
			fore me, a Notary Public, appeared persons whose names is/ are subscribed to the ne same for the purposes therein contained.
IN WHITNESS WH	IEREOF, I hereunt	to set my hand	and official seal.
My commission expires:	2/13/27		
(Seal) * 19001601			NOTARY PUBLIC



