



June 4, 2024

Summit Locations LLC
Attn: Samia Noman
311 East Street
Gordon OH 45304

*Application # 8025 for Sign Registration
US-70, McCurtain County
Property Owner: James & Tina Jackson*

Dear Mrs. Noman:

As was we discussed the enclosed application has been denied because the proposed sign site is unzoned and within 300 feet of a residence without written consent.

After two extensions, the residential consents could not be obtained. Therefore, we are returning the application and other pertinent documentation.

If you have any questions or feel that these findings are incorrect, please contact this office at (405)521-3005.

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, appearing to read "Thomas Davis".

Thomas Davis
Transportation Supervisor
Outdoor Advertising Control Branch

TD

Enclosures

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

OK-10

FOR OFFICIAL USE ONLY		
MGR. INITIALS <i>BJ</i>	OWNER NO. 3707	REG. NO.
FEE AMOUNT \$100.00	APPLICATION NO. 8025	SIGN FILE NO.

OAC 9/25/2023

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: Summit Locations LLC 102 Address: 311 East Street
 103 City: Gordon 104 State: OH 105 Zip Code: 45304
 106 Telephone No. (856) 639-4212 107 Fax No. () 108 Email Address: samia@summitlocations.com

Part II - LOCATION OF SIGN SITE

201 Located on Hwy: US 70 202 Side of Hwy: N 203 County Name: McCurtain 204 City Name: Valliant
 205 Nearest Intersecting Hwy: HWY 98 206 Direction from Intersection: W NSEW 207 Distance from Intersection: 0.12 Miles & Tenths 208 Distance from Right-of-Way: 4 Feet
 209 GPS Coordinates: Latitude: 33.99202 Longitude: -95.03714

Part III - LAND OWNER INFORMATION (No. Assigned: 17684)

301 Land Owner's Name: JAMES & TINA JACKSON 302 Address: 16719 W. US HIGHWAY 70
 303 City: VALLIANT 304 State: OK 305 Zip Code: 74764
 306 Telephone No. (580) 746-2164 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: _____ ft. (Cannot exceed 25 ft.) Width of Facing: 20 ft. (Cannot exceed 60 ft.) Overall Height Above Ground: 22 ft. (No limit by state)
 402 TYPE OF SIGN: Single Side-by-Side Stacked W-Type (Cannot exceed 30 ft.) Back-to-Back Tri-Vision (Rotating Slats)
 403 NO. OF PANELS: 4 (Advertising Displays) 404 WILL SIGN BE ILLUMINATED? YES NO If yes, will it be an LED/digital display? YES 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 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? TC'S TRUCK PARTS 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 70-45-02 DIV 2

REMARKS: **DENIED** Needed 2 Res Consents Inspector Pre-review: *[Signature]* 9/25/23

STATE OF: Oklahoma County of: OHIO Darke being of lawful age and first duly sworn upon oath deposes and states the following:

I, on behalf of Summit Locations LLC myself (or) Samia Noman 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: Samia Noman Notary Public: JESSICA WISE Subscribed and sworn to me this 22 day of Sept, 2023
 Printed Signature: Samia Noman My Commission Expires: 06/29/27
 Signature of Notary: Jessica Wise June 29, 2027

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP.NO: 8025 REFERENCE NO: _____ DATE: 11/7/23 INSPECTOR: J. Davis
COUNTY: McClintain DIVISION: 2 HIGHWAY: US-70 SIDE OF HIGHWAY: N D or U U
CITY: Valliant CONTROL SECTION: 70-45-02 R/W: 4' per app.
BRIEF LOCATION DESCRIPTION: .12 mi. W. of SH-98
LEGAL DESCRIPTION: NW SE NE SECTION: 31 TWN.: 6-S RANGE: 22-E
LATITUDE: 33.99202 LONGITUDE: -95.03714 AERIAL SHT.: 07
TYPE OF ZONING: None FORM OF VERIFICATION: _____

(If proposed location is zoned, the inspector will need to complete a Zoning Review form at this time.)

CIRCLE YES OR NO FOR THE FOLLOWING IN ALL LOCATIONS:

YES NO W/I 500 FT. OF A PLAYGROUND YES NO OTHER REGISTERED SIGNS:
YES NO W/I 500 FT. OF A CEMETERY Sign No. _____ Distance & Dir. _____
YES NO W/I 500 FT. OF A PUBLIC FOREST Sign No. _____ Distance & Dir. _____
YES NO W/I 500 FT. OF A PARK (Name of Park & Distance: _____)

OUTSIDE INCORPORATED MUNICIPALITY ON AN INTERSTATE/FREEWAY: N/A

YES NO W/I 500 FT. OF AN ACCESS RAMP (Distance: _____)
YES NO W/I 500 FT. OF A REST AREA OR WEIGH STATION (Distance: _____)

IN UNZONED COMMERCIAL OR INDUSTRIAL AREA ONLY: _____ N/A

COMMERCIAL OR INDUSTRIAL ACTIVITY(S): TC's Truck Parts
IS ACTIVITY WITHIN 600 FT. OF PROPOSED SITE? YES (If yes, a Business Review form will need to be completed at this time.)

SPACING CHECK LIST FOR UNZONED COMMERCIAL INDUSTRIAL AREA:

YES NO W/I 500 FT. OF A CHURCH (Name & Distance: _____)
YES NO W/I 500 FT. OF A SCHOOL (Name & Distance: _____)
YES NO W/I 500 FT. OF A HISTORICAL BATTLEFIELD (Name & Distance: _____)
YES NO W/I 500 FT. OF A PUBLIC FOREST PRESERVE? (Name & Distance: _____)
 YES NO W/I 300 FT. OF A RESIDENCE? (If yes, how many? _____)
YES NO DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS?

LANDOWNER(S): James + Tina Jackson

VERIFICATION: Parlay

HIGHWAY PROJECT CLEARANCE? YES NO If no, describe plan of address or other references: _____

ADDITIONAL COMMENTS: **DENIED** TTD

APPROVAL DATE: _____ REG.NO. _____ SIGN FILE NO. _____

REJECTION DATE: 6/4/24 REASON FOR REJECTION: Res Consents.

BUSINESS REVIEW

APPLICATION NO(S). 8025 Site Inspection No. 1

Time & Date of Inspection: 11/7/23 - 1:30 pm Inspector: J. Davis

Name of Business: TC's Truck Parts Type: Commercial

Is Business Identified? Yes No If yes, in what manner? Signage

Distance from the Sign Site(s): 150' Within 660 ft. of the right of way? Yes No

Visible from the Highway? Yes No Recognizable as a business from the Highway? Yes No

What appears to be the prime use of surrounding area? Mixed

Is the lessor of the property of proposed sign site(s) the owner of the business? Yes No

What are the hours of business and days open? Mon-Fri: 9-5 sat 9-12

Is this a new business? Yes No If yes, how long has business been open? _____

Is business open to the general public? Yes No If no, then what is the mode of business transactions? _____

What type of infrastructure is in place? (Business can not be operated from a residence.)

Not a Residence

Describe any activity currently taking place: Customers coming & leaving.

Did you speak with anyone at the business site? Yes No If yes, list their name and their relationship with the business: _____

Additional comments and/or confirmations: _____

Based on this field visit, does this business meet with HBA requirements? Yes No If no, provide reason(s): _____

STANDARD GROUND LEASE AGREEMENT

OAC 1/18/2023

THIS LEASE AGREEMENT made this 3rd day of July, 2023 by and between JAMES & TINA JACKSON 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 Hwy 70 and commonly known as 16719 W US 70 Valliant, OK 74764 and also known by the Parcel Number 0040-00-003-004-0-000 00 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 described above belonging to Lessor ("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 construction of the structure is completed. Lessee shall have the right to extend this Lease as set forth in Paragraph 12 below.

3) **RENT.** Lessee shall pay Lessor a quarterly rent in the amount of 15% 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. If Lessee is unable to obtain all necessary licenses, permits, and other necessary authority for the erection or maintenance of such sign, Lessee shall have the unconditional right to terminate this Lease Agreement upon thirty (30) days written notice as set forth in this agreement.

5) **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.

6) **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.

7) **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 Hwy 70.

8) **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. D) **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. E) **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.

9) **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.

10) **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.

11) **TRANSFER OF LEASED PREMISES.** A) **LESSOR'S SUCCESSOR.** If Lessor should sell or transfer the Leased Premises, the parties agree that any transferee shall be subject to the covenants and conditions herein contained, and binds the heirs, successors and assigns of the Lessor. 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.

12) **EXTENSION.** This Lease Agreement shall extend for an additional term of 25 year(s) after expiration of the term of this Lease Agreement under the terms and provisions set forth herein, unless the Lessee gives Lessor written notice of intent not to extend at least

thirty (30) days prior the expiration of the initial term. After the expiration of the initial term and automatic extension, this Lease Agreement shall further extend, year to year, until terminated by either party by providing written notice of intent not to extend at least thirty (30) days before expiration of this Lease Agreement.

13) **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.

14) **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.

15) **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.

16) **ACTUAL GROSS ADVERTISING RENT REVENUE.** This is defined as all rents collected from the advertisers, in the quarter for which rent is due under this Lease Agreement.

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) **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.

20) **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.

21) **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.

22) **FIRST RIGHT OF REFUSAL.** During the term of this Lease Agreement and any renewals, Lessor shall (1) allow Summit Locations a First Right of Refusal to place billboard structures on any Lessor owned property. (2) Should Lessor enter into a contract or verbally agree to sell the Property, then Lessor shall grant Summit Locations a First Right of Refusal to purchase the property at a purchase price equal to the offer made by a bona fide non related third party. Lessor shall provide notice to Summit Locations within five (5) days of receiving an offer verbally or by contract. Summit Locations shall respond to the notice within fifteen (15) days from the date of receipt.

23) **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.

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

25) **ATTORNEY FEES.** Lessee is entitled to recover from Lessor any and all legal expenses, including all attorney's fees and/or expert fees, incurred to enforce its rights under this Lease Agreement.

LESSOR: JAMES & TINA JACKSON

Address: 16719 W. US HIGHWAY 70
VALLUANT, OK 74764

Phone: 580-746-2164

Tina Jackson 7-3-23
By: *[Signature]* 07.03.2023
Signature

Date: _____

LESSEE: Summit Locations, LLC

Address: 310 East Street
Gordon, OH 45304

By: _____
Joe Cala, its General Manager

Date: _____

THE BOARD OF COUNTY COMMISSIONERS

MCCURTAIN COUNTY

P.O. Box 1078 - Idabel, Oklahoma 74745

580-286-7428

Reso # 2023-106

RESOLUTION

May 1, 2023

Be it remembered that on 23th day of September, 2019 at a regular meeting of the Board of County Commissioners of McCurtain County, the following resolution was presented, read, and adopted. And on this day May 1, 2023 we update the Resolution with new commissioner signatures being the only change.

WHEREAS, the Board of Commissioners of McCurtain County do hereby make known that McCurtain County does not have nor wish to have any form of code Enforcement County wide

NOW, THEREFORE BE IT RESOLVED: That McCurtain County does not have Zoning, building permits, fire safety or health ordinance. Nor, do we participate in the National Flood Insurance program other than those impose by the State of Oklahoma for McCurtain County is hereby adopted on the date written above until further modified by the Board.

Board of County Commissioners
McCurtain County, Oklahoma

[Signature] Chairman

[Signature] Vice Chairman

[Signature] Member

[Signature] County Clerk
by [Signature]



[EXTERNAL] ok-10

Samia Noman <samia@summitlocations.com>

Mon 2/5/2024 9:12 AM

To:Thomas Davis <TTDAVIS@ODOT.ORG>

Morning sir,

May I request a month of extension for this state permit-you are waiting on residential consents from two landowners but we are still in the process of getting them-one of them is in texas and we have sent a certified mail so please bear with us a little longer.

-

County: McCurtain, OK

Municipality: Valliant

Parcel Id: 0040-00-003-001-0-000-00

Address: 0 004000003001

Zip Code: 74764

Owner: JACKSON JAMES D & TINA M

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Samia Noman

856 693 4212

Summit Locations LLC

311 East Street

Gordon OH 45304

www.summitlocations.com



Ruler

- Line
- Path
- Polygon
- Circle
- 3D path
- 3D

Measure the distance between multiple points on the ground

Length: 233.84 Feet



TC'S TRUCK PARTS - Truck parts supplier

16719 W US 70

Valliant, OK 74764

(580) 746-2164

Closed · Opens 8 AM

tcstruckpartsok.com

Learn more in [Google Maps](#)

0000-31-06S-22E-1-019-00

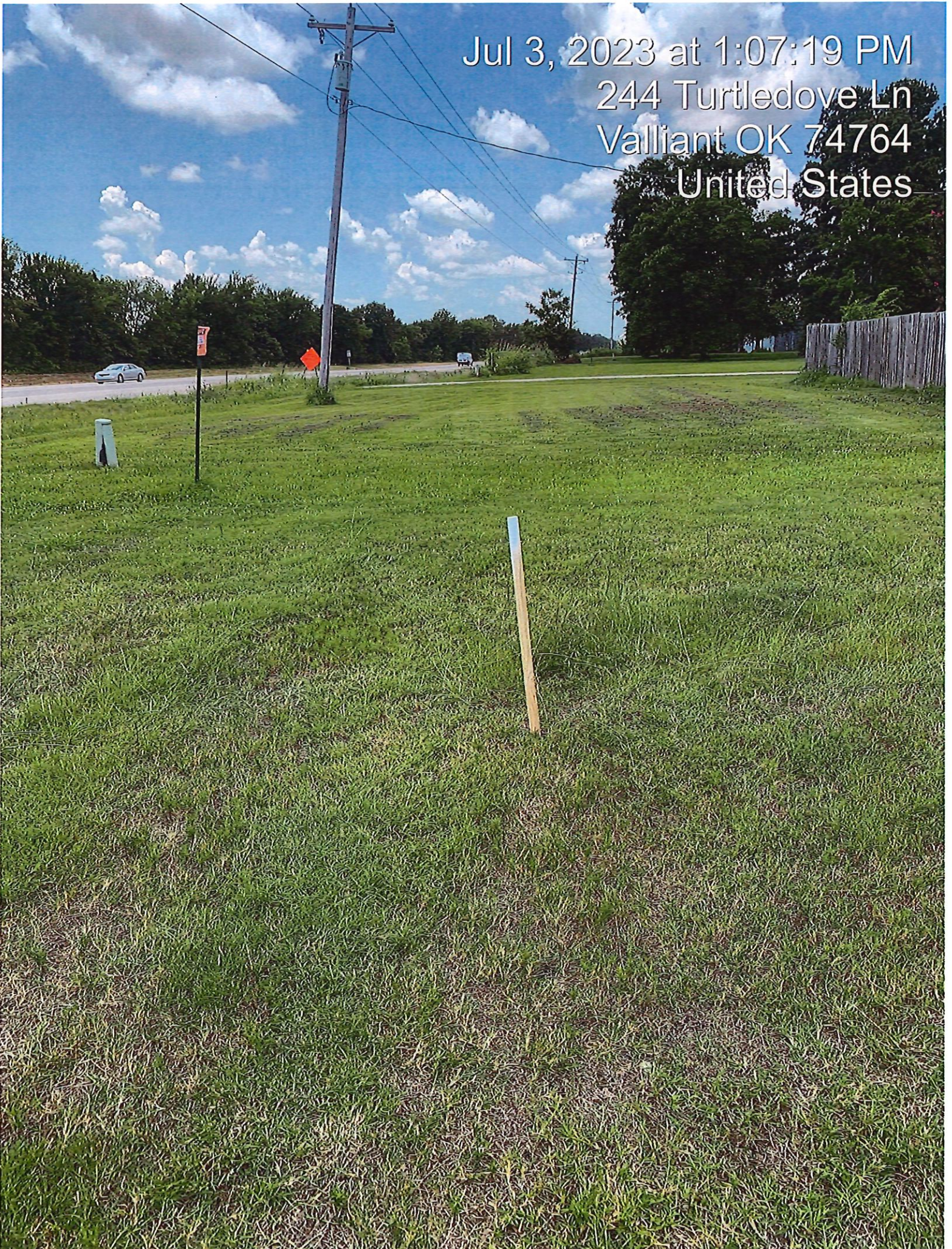
TC'S TRUCK PARTS



Jul 3, 2023 at 1:07:13 PM
244 Turtledove Ln
Valliant OK 74764
United States



Jul 3, 2023 at 1:07:19 PM
244 Turtledove Ln
Valliant OK 74764
United States



Jul 3, 2023 at 1:07:25 PM
244 Turtledove Ln
Valliant OK 74764
United States

KNIGHT



Jul 3, 2023 at 1:07:31 PM
244 Turtledove Ln
Valliant OK 74764
United States

