



June 4, 2024

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

*Application # 8057 for Sign Registration
US-62, Muskogee County
Property Owner: Daniel & Rosa Flournoy*

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.

It is our understanding that the residential consents needed 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-27

FOR OFFICIAL USE ONLY

MGR. INITIALS	3707 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	8057 APPLICATION NO.	SIGN FILE NO.

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.: SH-62 / 10 202 Side of Hwy.: N 203 County Name: Muskogee 204 City Name: Fort Gibson
 205 Nearest Intersecting Hwy.: 82 206 Direction from Intersection: NW 207 Distance from Intersection: 10.47 208 Distance from Right-of-Way: 74
 GPS Coordinates: Latitude: 35.7987936246 Longitude: -95.1408457191

Part III - LAND OWNER INFORMATION (No. Assigned: 17719)

301 Land Owner's Name: Daniel D. & Rosa L. Flournoy 302 Address: PO Box 5
 303 City: Fort Gibson 304 State: OK 305 Zip Code: 74434
 306 Telephone No. (918) 207-8638 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: 24 ft. Overall Height Above Ground: 50 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? 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.)
 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? D & M Diesel Services LLC
 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 62-51-06 DIV 1

REMARKS: **DENIED** (Res Consents needed) TTD 6/4/24 Inspector Pre-review:

STATE OF: Ohio §
 County of: Darke
Jessica Wise/Samia Noman 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/Representative: Samia Noman
 Printed Name: Samia Noman
 Signature of Notary Public: Jessica Wise
 Printed Name: Jessica Wise
 My Commission Expires: June 29, 2027

NOTARY PUBLIC:
 Subscribed and sworn to me this 29 day of January 2024
 My commission expires: 6-29-27
 Signature of Notary: Jessica Wise

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP.NO: 8057 REFERENCE NO: 1 DATE: 3/6/24 INSPECTOR: J. David
COUNTY: Muskogee DIVISION: 1 HIGHWAY: US-62 SIDE OF HIGHWAY: N D or U (U)
CITY: N/A CONTROL SECTION: 62-51-06 R/W: 74' per app (15') In field

BRIEF LOCATION DESCRIPTION: 10.47 mi. West of SH 82
LEGAL DESCRIPTION: SW / SE / SW SECTION: 1 TWN.: 15-N RANGE: 20-E
LATITUDE: 35.7986334 LONGITUDE: -95.1410518 AERIAL SHT.: 27

TYPE OF ZONING: N/A 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): D+M Diesel Services LLC
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? 1 house within 300' & visible.)
YES NO DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS?

LANDOWNER(S): Daniel D. & Rosa L. Flournoy
VERIFICATION: PARLAK - County Assessor

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 Needed

BUSINESS REVIEW

APPLICATION NO(S). 8057 Site Inspection No. 1

Time & Date of Inspection: 10:00 AM - 3/6/24 Inspector: J. Davis

Name of Business: Dom Diesel Services, LLC Type: Industrial

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

Distance from the Sign Site(s): 300' to Building Within 660 ft. of the right of way? No

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

What appears to be the prime use of surrounding area? Lots of Diesel trucks on the property in need of repair

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

What are the hours of business and days open? 7am - 5pm 7 days

Is this a new business? Yes No If yes, how long has business been open? 2022

Is business open to the general public? 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: Mechanics Working on Vehicles

Did you speak with anyone at the business site? No If yes, list their name and their relationship with the business: Miguel & Daniel - Owners

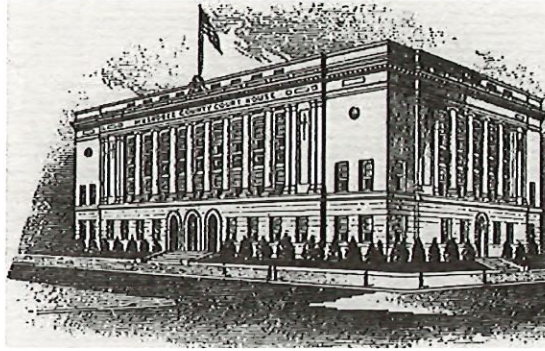
Additional comments and/or confirmations: Needs signage but they said they've been very busy and hadn't had time to install signage.

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

KEN DOKE
MUSKOGEE DISTRICT 1

KEITH HYSLOP
MUSKOGEE DISTRICT 2

KENNY PAYNE
MUSKOGEE DISTRICT 3



POLLY IRVING
COUNTY CLERK



SHEILA SHAMBLIN
BOCC Assistant

OAC 2/12/2024

MUSKOGEE COUNTY BOARD OF COMMISSIONERS

P.O. BOX 2307 MUSKOGEE, OK 74402-2307 PHONE (918)682-9601 * FAX (918) 684-1697

12/20/2023

This letter is to advise you that Muskogee County has no zoning restrictions, building regulations or lot split ordinances outside the city limits of Muskogee, Ft. Gibson, Warner or Haskell, or in the county jurisdiction. If this property is located outside the city limits of Muskogee, Ft. Gibson, Warner or Haskell, and is located in Muskogee County, it is considered free of such restrictions.

This includes building permits, building inspections, fire, safety, health codes, business licensing, sales of used cars and telecommunications.

Muskogee County does not require or issue a Certificate of Occupancy.

** In counties that do not issue building permits or certificates, the Oklahoma State Fire Marshall's Office requires that they be contacted for any new construction, per O.S 74 § 324.11 C.*

Their Office may be contacted at:
Oklahoma State Fire Marshall
2401 NW 23rd, Suite 4
Oklahoma City, Ok 73107
Phone: (405) 522-5005

We are glad to help you in this matter. If you need further information,

Please feel free to call us at 918-682-9601.

Sincerely,

Sheila Shamblin, Executive Assistant
Muskogee County Board of Commissioners

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 30th day of October 2023 by and between Daniel D. & Rosa L. Flournoy (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 62 and commonly known as 1928 Hwy 62 E, Fort Gibson, OK 74434 and/also known by the Parcel Number: 510032435; 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 therefore 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 62.

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 years 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.

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: **Daniel D. & Rosa L. Flournoy**

Address: **PO Box 5, Fort Gibson, OK 74434**

Phone: **918-207-8638**

By: 
Daniel D. Flournoy

Date: Oct 31, 2023

By: 
Rosa L. Flournoy

Date: Oct 31, 2023

LESSEE: Summit Locations, LLC

Address: 311 East Street
Gordon, OH 45304

By: 
Joe Cala, its General Manager

Date: Nov 3, 2023

November 15, 2023
1928 US 62 W
Fort Gibson, OK 74434



November 15, 2023
1928 US-62 W
Fort Gibson OK 74434



PER CHUCK & BEEBE

Hicks Branch

FLOURNOY DANIEL D & ROSA L

& PATRICIA

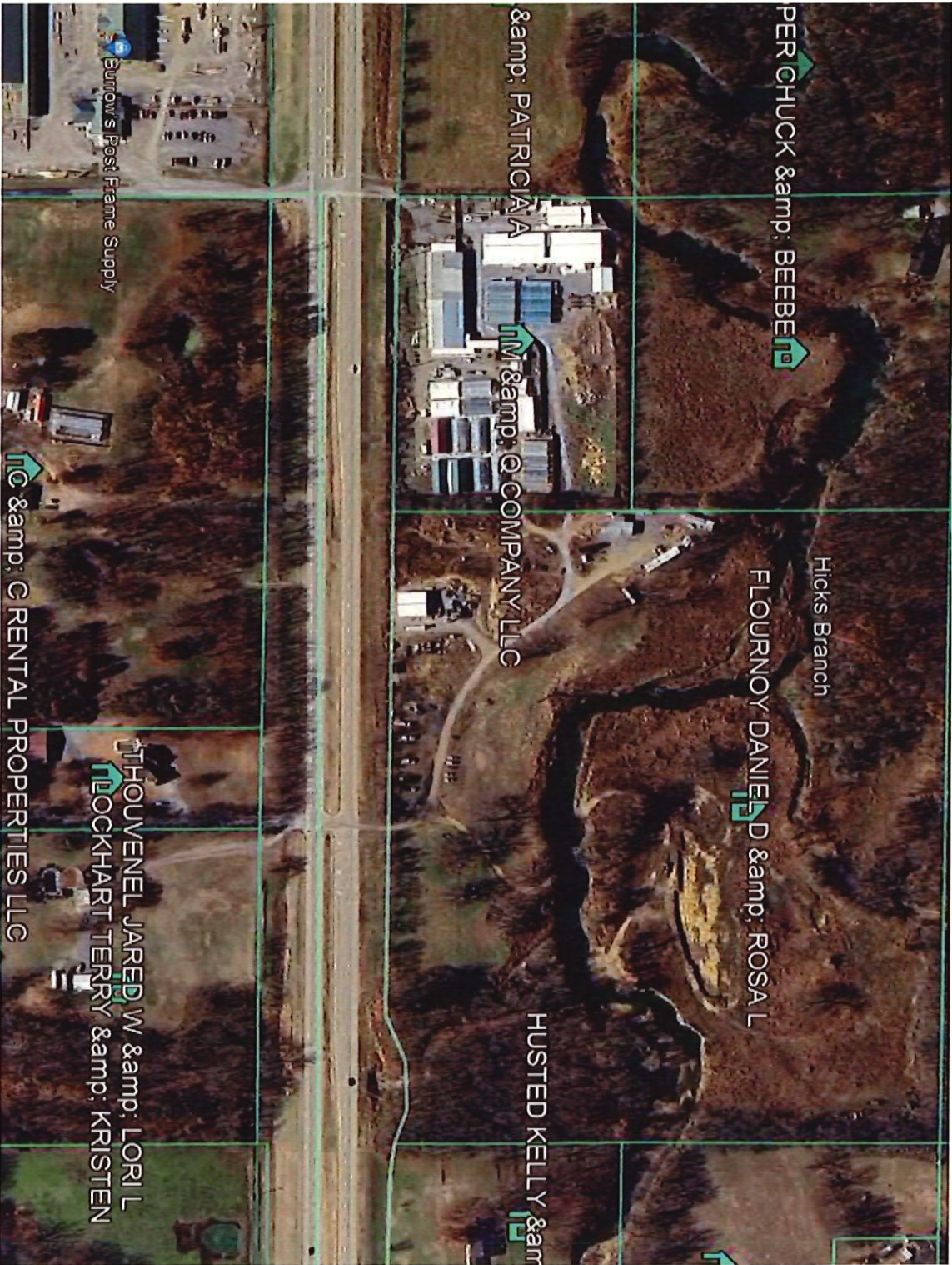
M & COMPANY LLC

HUSTED KELLY &

THOUVENEL JARED W & LORI L
CLOCKHART TERRY & KRISTEN

C & RENTAL PROPERTIES LLC

Burrow's Post Frame Supply





OKLAHOMA DEPARTMENT OF TRANSPORTATION

Outdoor Advertising Control
 200 N.E. 21st Street
 Oklahoma City, OK 73105-3204
 www.odot.org

FEE RECEIPT 33810

OWNER NUMBER 3707 DATE 02/12/2024

TO: SUMMIT LOCATIONS LLC
PO BOX 1551
MIAMI OK ZIP 74355

PAID BY: CREDIT CARD

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
PERMIT: Application	1	100.00	100.00
Renewal	0	0.00	0.00
Penalty	0	0.00	0.00
LICENSE: Application			0.00
Renewal			0.00
Penalty			0.00
REGISTRATION: Dup. Certificate			0.00
Dup. Tag			0.00
Penalty			
TRANSFER:	0	0.00	0.00
OTHER:	0	0.00	0.00
Total Amount Paid	1		100.00

TWF
 Receipt
 muskogee

KEEP YOUR RECEIPT

Any questions regarding this transaction must be accompanied by this receipt or must reference this receipt number and your owner number.

This is not a bill - Thank you for your payment!

8057