

Kellie Perkins

From: Thomas Davis
Sent: Friday, May 24, 2024 2:01 PM
To: Kellie Perkins
Subject: Fwd: Applications Rejected.
Attachments: SchoberChouteauApp.jpg; SchoberByfordEWapp.jpg

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From: Thomas Davis
Sent: Friday, May 24, 2024 1:59:30 PM
To: August "Auggie" Schober <august@schoberoutdoor.com>
Subject: Applications Rejected.

Mr. Schober,

Attached are the Google Earth overlays and measurements we had discussed over the phone.

The Kingston Application, "Byford East" could possibly be moved approx. 65' to the west and give you 110' of clearance from R-10937. But it will be tight with spacing from your other application. I'll let you look it over and let me know what you would like to do here.

The Chouteau Application is pretty much out due to the playground and park. The sign would have to moved substantially to the east to clear the spacing from the park.

Let me know if you have any questions. Thank you for your time and have a great weekend.

Respectfully

Thomas Davis
Transportation Supervisor
Outdoor Advertising Control



May 29, 2024

Schober Outdoor Advertising
3921 Sagamore Hill Ct
Plano, TX 75025

*Application for Sign Registration & Permit
US-70, Marshall County*

Dear Sign Owner:

As was discussed with Thomas Davis, the enclosed application could not be processed. The proposed location is located within 300 feet of a registered sign location. (Sign registration no. 10937)

We are returning your application and credit voucher no. 329 in the amount of \$100. Please return the original voucher when redeeming.

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

Respectfully,

A handwritten signature in blue ink that reads "Kellie Perkins".

Kellie Perkins
Outdoor Advertising Control

KP

Enclosures

COPY

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

FOR OFFICIAL USE ONLY		
MGR. INITIALS	3726 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.

OAC 5/23/2024

Part I - SIGN OWNER INFORMATION

101 Applicant's Name: Schober Outdoor Advertising 102 Address: 3921 Sagamore Hill Ct
 103 City: Plano 104 State: TX 105 Zip Code: 75025
 106 Telephone No. (888) 8690414 107 Fax No. (888) 108 Email Address: igust@schoberoutdoor.coi

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: 70 202 Side of Hwy.: N 203 County Name: Marshall 204 City Name: Kingston
 205 Nearest Intersecting Hwy.: 70A 206 Direction from Intersection: E 207 Distance from Intersection: 1.36 208 Distance from Right-of-Way: 2
 N S E W Miles & Tenths Feet
 209 GPS Coordinates: Latitude: 33.99855022 Longitude: -96.69180465

Part III - LAND OWNER INFORMATION (No. Assigned: 17754)

301 Land Owner's Name: Mike Byford Family Trust 302 Address: 3705 Harvey Rd
 303 City: Ardmore 304 State: OK 305 Zip Code: 73401
 306 Telephone No. 580,465-3558 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 17 ft. Width of Facing: 24 ft. Overall Height Above Ground: 40 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? Commercial
 (Must be some type of commercial, industrial or business designation.)
 503 - Who is the zoning authority? Town of Kingston
 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?
 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 70-48-04 DIV 2

REMARKS: Inspector Pre-review:

STATE OF: TX
 County of: Hunt §
 _____ 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: Adam Schober
 Printed Signature: _____
 NOTARY PUBLIC:
 Subscribed and sworn to me this 9 day of April, 2024
 My commission expires: 2/28/2027
 Signature of Notary: Bally Marie Schober
 Notary Commission Expires: 2/28/2027
 Notary ID: 134224383



SCHOBER OUTDOOR ADVERTISING
SIGN LOCATION LEASE

OAC 5/23/2024

This Agreement is made and entered into this 22nd day of February, 2024, by and between Mike Byford Family Trust, hereinafter referred to as "Lessor," and Schober Outdoor Advertising, LLC, whose address is 4921 Sagamore Hill Ct, Plano, Tx 75025, hereinafter referred to as "Lessee." Both Lessor and Lessee acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

1. **Property.** Lessor hereby leases to Lessee exclusively the property described as: 1682 E. Hwy 70, Kingston, OK with the full right of ingress and egress to and from the same to its officers, employees, agents, and contractors for the purpose of erecting and maintaining an outdoor advertising wall sign. The leased portion of Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning (if subsequently necessary) and removal of the sign. The placement of the sign (Lease Pad) on the above Property is more particularly described in Exhibit A, attached to and incorporated by reference into this Agreement.

2. **Term and Commencement Date.** The original term of this lease shall be Ninety-Eight (98) years beginning on the commencement date as hereinafter defined. At the end of the original term, this lease shall continue on the same terms and conditions for a like successive period or periods, unless Lessor delivers to Lessee notice of termination not less than ninety (90) days prior to the end of said term. The commencement date shall be defined as the date the sign begins to be used for advertising purposes with any advertising message displayed or ninety (90) days after the start of construction, whichever occurs first.

3. **Rent Payments.** During the original term hereof, it is understood ^{one} and agreed that the Lessee shall pay to the 'less agency commissions) received from the prior ~~twelve (12)~~ ^{one} month's sale of the advertising vinyl production and installation not included) on the sign on or before the 20th day of the month immediately following each ^{one} (10) month period for the duration of this Agreement. Payments will be payable to: Mike Byford whose Tax Identification Number is: Orange, Oklahoma, OK 73401 at 3705 Harvey Rd and whose phone number is 580-465-3558

4. **Consideration.** A single non-refundable rental payment of \$10.00 will be paid to Lessor upon executing this Agreement. This lease is subject to Lessee obtaining all necessary permits from the state and/or local municipality.

5. **Ownership.** All permits and structures or materials placed upon the leased premise by Lessee shall remain Lessee's Property and may be removed at any time by Lessee. In the event the Lessee elects to electrify or connect phone service to the sign on the leased premises, Lessor shall grant to Lessee reasonable necessary easements for wiring and poles.

6. **Signing Authority.** Lessor warrants that he is the owner (or authorized agent of the owner) of the Property stated in paragraph one (1), and that he has full authority to enter into this Agreement.

7. **Hazardous Waste Indemnification.** Current and future federal, state, and local laws and regulations may require the clean-up of such toxic, hazardous, or undesirable materials at the expense of those persons who, in the past, present, or future have had any interest in the leased Property including, but not limited to current, past, and future owners and users of the leased Property. While each of the parties hereto acknowledge such circumstances, Lessor agrees to indemnify and hold harmless Lessee for any such damages, penalties, and related costs assessed to Lessee caused by the acts of anyone but Lessee, or its agents and employees.

8. **Lessee's Termination Right.** In case any restriction, rules, regulation, or taxation on the construction or maintenance of advertising signs or sign boards are imposed by statute or ordinance which shall have the effect of diminishing the value of the leased premises for advertising purposes in the judgment of Lessee, or in case the view of the leased premises shall become obstructed, or if traffic is not sufficient, diverted or reduced, or if Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the sign, the Lessee may terminate this lease at any time upon ten (10) days notice in writing. Within ninety (90) days of the termination of this lease, Lessee agrees to remove the sign, exclusive of footing which shall only be removed to grade level.

9. **Obstruction and Encumbrance.** Lessor, Lessor's tenants, agents, or other persons acting on Lessor's behalf, shall not permit any person, tenant, or successor in interest during the term of this lease to obstruct or impede the view of the leased premises from the public roads adjacent thereto and from neighboring property owned or controlled by the Lessor. Lessor shall also not allow any lien or encumbrance to take precedence over Lessee's leasehold interest in the leased premises.



10. **Liability.** Lessee shall only be responsible to Lessor for any damage to Lessor's Property occasioned by the acts of Lessee, its agents and employees. Lessor shall be responsible to Lessee for any damage to Lessee's Property occasioned by the acts of Lessor, his tenants, agents, employees, and successors in interest.

11. **Conveyance.** This Agreement shall be binding upon the heirs to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Any conveyance of the Property to a third party is subject to this Agreement. Lessor agrees not to assign this Lease to any competitor of Lessee without Lessee's written permission. In the event of a change of ownership of the Property, Lessor agrees to promptly notify Lessee and provide the new landlord with a copy of this lease Agreement. If Lessor or its designated agent fails to promptly inform Lessee of a change of ownership and Lessee makes any rent payment, at no fault of its own, to the previous Lessor, (a) Lessee's rental status shall be deemed current (paid in full), (b) Lessee shall not be in default or violation of this agreement, and (c) the previous Lessor shall promptly forward any erroneously received rent payments to the new Lessor, give a copy of the lease to the new Lessor, and promptly notify Lessee in writing of the new Lessor's name, phone number and address.

12. **Notice.** In the event the Lessee fails to perform under the terms of this Agreement, Lessor shall provide written notice to Lessee within thirty (30) days of any such failure, and Lessee may cure any default within ninety (90) days from the postmark of such written notice.

13. **Insurance and Indemnity.** Lessee shall carry liability insurance pursuant to Lessee's responsibilities as stated in Paragraph ten (10) hereinabove. Such responsibility by Lessee to provide for liability insurance shall be limited to damage to Lessor's Property occasioned by the acts of Lessee, its agents and employees. Lessor agrees to indemnify and hold harmless Lessee for any damage to Lessor and/or Lessee's properties caused by the acts of Lessor, its agents, employees, and successors in interest.

14. **Condemnation.** In the event that all or any part of the Property is acquired or sought to be acquired by any entity having or delegated the power of eminent domain, Lessee shall, at its election and in its sole discretion, be entitled to contest the acquisition or defend against the taking of Lessee's interest in the Property and/or relocate the structure on Lessor's remaining property. Any condemnation award for Lessee's property and/or leasehold interest shall accrue to Lessee.

15. **Right of First Refusal.** During the term of this Agreement and for a period of ninety (90) days following any termination of the Agreement, Lessor grants Lessee the right of first refusal to match any offer acceptable to Lessor for the use or purchase of the Property. A copy of any such third-party offer received by Lessor shall be delivered to Lessee. Lessee shall then have fifteen (15) business days in which to match such offer by giving notice of acceptance to Lessor.

16. **Vegetation Clearing.** Lessor grants Lessee, its agents and employees permission to trim and cut trees, bushes or brush it deems necessary for an unobstructed view of its advertising displays from the roadway.

17. **Assignment.** Lessee may assign its rights under this Agreement. Any such assignment will become effective on written notice of it to Lessor.

18. **Legal Fees.** In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement because the other party breached this Agreement, the prevailing party is entitled to reimbursement for reasonable attorney's fees and related costs and expenses.

19. **Venue.** This Agreement is to be construed under Texas law, and all obligations of the parties are performable in Collin County, TX.

20. **Enforceability.** In the event any provision hereof is declared invalid, illegal, or unenforceable in any respect, then the remaining provisions hereof shall be deemed unaffected and shall remain in full force and effect notwithstanding such invalidity, illegality, or unenforceability.

21. **Entire Agreement.** This Lease constitutes the sole Agreement of the parties hereto, and replaces all other written and oral understandings and Agreement, and may be amended only in written form executed by both Lessor and Lessee.

Accepted/Date: _____ OK _____ on the date stated above

Printed Name: Mike Byford

LESSOR: [Signature]
SOA Rep: August Schober

LESSOR:
By: [Signature]
Name: Mike Byford
Title: Owner

LESSEE:
SCHOBOR OUTDOOR ADVERTISING, LLC
By: August Schober
Name: August Schober
Title: Manager

- 1. SOA Has 120 days to get ODOT Approval.
- 2. SOA Has 24 months to Construct and Erect Structure.

IF BOTH of these Additional Clauses are not met THIS Lease will Automatically Terminate

[Signature]
Mike Byford Family Trust

[Signature]
SOA - August Schober

Exhibit A
(Placement of Sign on the Property/Lease Pad)

2 - 8x24 STACKS

1 on East Side of Property

1 on West Side of Property

Confirmation of Zoning

(Must be completed for each zoned location)

Name of Applicant: Schober Outdoor Advertising

Location of Property: 1682 E. Hwy 70, Kingston, OK
(Location description must coincide with description given on the application form.)

In the Corporate Limits of: Kingston
(If not inside the corporate limits of any town or city Please enter none.)

▶ The remainder of this form must be completed by the proper zoning authority. ◀

1. What is the zoning designation of the above-referenced property?
Commercial
2. Does your city/county have a comprehensive zoning/development plan? (An official plan or map which outlines the intended use of properties located inside of your jurisdiction.) Yes No
3. If yes, does the above-referenced property's zoning designation meet with the plan guidelines? Yes No
4. Was this zoning designated within the last two years? Yes No
(If yes, a copy of the zoning application and the approved documentation must be attached.)

Town of Kingston
Name of Authority (City, County etc.)

580-564-3750
Telephone No.

Caitlin Trobaugh
Printed Name of Zoning Official

Assistant Clerk
Title

[Signature]
Signature of Zoning Official

3/26/24
Date

*If the zoning designation is PUD, SPUD or Corridor, a copy of the approved plan must be submitted with application.

(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.)







