

Clearance Permit No.: \_\_\_\_\_

Date: 4/2/18

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

VEGETATION CLEARING AGREEMENT  
[Title 69 Oklahoma Statutes § 1275(e)]

DIVISION NO.: 3

COUNTY: McClain

HIGHWAY NO.: I-35

MAINTENANCE DISTRICT: #44

**APPLICANT:**

DISTRICT PHONE: 580-332-1526

SIGN REGISTRATION NO.: 6805

<b>ODOT Representative:</b> <i>complete checklist on back of this form</i>	
NAME (print):	<u>Brod Faust</u>
TITLE:	<u>Traffic</u>

(If applicable)  
 NAME (print): Fairway Outdoor Funding LLC  
 TELEPHONE NO.: (405) 437-1974

APPLICANT REQUESTS PERMISSION TO TRIM OR REMOVE BRUSH AND/OR TREES FROM STATE RIGHT-OF-WAY LOCATED IN FRONT OF A LEGAL OUTDOOR ADVERTISING SIGN. THE WORK SHALL BE ACCOMPLISHED IN THE CLEARANCE AREA AND WITHIN THE PERIOD DESCRIBED BELOW:

Removal to Begin: 4/23/2018  
(date)

For a period of 1 days.  
(up to 180 days)

**DESCRIPTION:**

Sign located 4.8 miles  (N-S-E-W) N of Jct. 24 sign facing (N-S-E-W) WS

Name of property owner upon which you maintain the subject sign: Cindy Root

Applicant must provide written consent statements from any and all property owners who own property adjacent to the State right-of-way from the beginning contiguous to the end of the clearance area.

**LIABILITY INSURANCE:**

(A certificate of insurance or copy of insurance policy is attached)

Name of Policy Holder: Fairway Media Group LLC Policy Number: PSLS46355907 PHX17

Company Assuming Insurance: Mesiron Insurance Expiration Date of Policy: 11/01/2018

Body Injury Amount: \$1,000,000 Property Damage Amount: 1,000,000

Applicant will fully protect traffic on the highway during activities covered hereunder, and to hold harmless the Oklahoma Department of Transportation, its officers and employees from all damages, expenses, claims or liability arising out of any alleged damages of any nature, to any persons or property due to the performance, or non-performance, of the work described herein. All necessary traffic control will be in conformance to the Manual on Uniform Traffic Control Devices and current Department Standards and Specifications.

The Applicant shall furnish satisfactory evidence to the Department of the following:

- Liability insurance with the Department endorsed as an additional named insured to the extent of the State's liability under the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq.
- \$200 permit fee.
- Clearance agreement from all property owners adjacent to the highway right-of-way in the clearance area.
- Certification:
  - Accreditation by the Tree Care Industry Association
  - or
  - Arborist certified by the International Society of Arboriculture
- Comprehensive traffic control plan.
- Work site access plan.
- Debris disposal plan.
- Notarized copy of Commission Rule Title 730: Chapter 35, Subchapter 6, Subsection 18: **VEGETATION CLEARING AGREEMENT.**

For [Signature]  
DIVISION ENGINEER signature

Far Way Outdoor  
APPLICANT signature  
2931 Texoma Dr  
Denison, TX 75020  
Applicant Mailing Address

Texas PR  
STATE OF OKLAHOMA )  
COUNTY OF Grayson ) SS

Signed before me, a Notary Public, in and for said county and state on this 6th day of April, 2018, personally appeared the Applicant, Ryan Zolovick, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he or she executed the same as a free and voluntary act and deed for the purpose therein setforth.

Witness my hand and seal the day and year last above written.

My Commission Expires: 2 Jun 2021



NOTARY PUBLIC / COMMISSION NUMBER [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

FAIRMED-03

MFORTE

DATE (MM/DD/YYYY)  
10/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mesrow Insurance Services, Inc. 353 N. Clark St 11th fl Chicago, IL 60654	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 595-6200		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Phoenix Insurance Company</b>			25623
<b>INSURER B : Travelers Indemnity Company</b>			25658
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**  
  
 Fairway Media Group LLC  
 500 Colonial Center Parkway  
 Suite 120  
 Roswell, GA 30076-8852

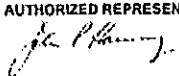
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSLS4G355907PHX17	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P8104G355907IND17	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2NUB9D89992517	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Broad Named Insured Includes Fairway Media Group, LLC and Fairway Outdoor Advertising, LLC, 814 Duncan Reidville Road, Duncan, SC 29334.  
 RE: Tree Cutting Permit.  
 The Certificate Holder is included as Additional Insured as respects General Liability insurance coverage as required for above referenced permit.

**CERTIFICATE HOLDER****CANCELLATION**

Oklahoma Department of Transportation Outdoor Advertising Control Branch 200 Northeast 21st Street Oklahoma City, OK 73105-3204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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FAIRWAY OUTDOOR FUNDING, LLC  
8520 Cliff Cameron Drive, Suite 460  
Charlotte, NC 28269

WELLS FARGO  
MAC D3310-033 PO BOX 969  
15 SOUTH MAIN ST, 3RD FLOOR (29601)  
GREENVILLE, SC 29602

8500023890

061101155

Two Hundred Dollars and 00 Cents

DATE  
Apr 5, 2018

AMOUNT  
\$200.00

Pay to the Order of:

OKLAHOMA DEPARTMENT OF TRANSPORTATION  
P.O. BOX 549  
ADA,, OK 74820

Ghano Saechy

⑈8500023890⑈ ⑆121000248⑆ 4945736429⑈

FAIRWAY OUTDOOR FUNDING, LLC  
To: OKLAHOMA DEPARTMENT OF T SW-OKLAHOMA FI

Check Number: 8500023890  
Date: 04/05/2018

Invoice Number	Date	Description	Amount	Discount	Paid Amount
20180404 L401866	04/04/2018	OKC - VEG PERMIT L401866	\$200.00	\$0.00	\$200.00

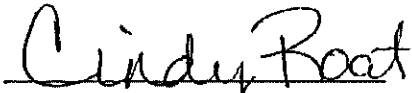
TOTALS:                      \$200.00                      \$0.00                      \$200.00

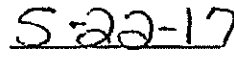


**Property Owner Consent Statement  
For the Oklahoma Department of Transportation**

Cindy Roat  
20725 St. Hwy 24  
Purcell, OK 73080

I, Cindy Roat, hereby give Fairway Outdoor Funding, LLC permission to trim trees and vegetation near their billboard sign location on property I own fronting Interstate 35 approximately 4.8 mi north of CR 74 in McClain County, OK.

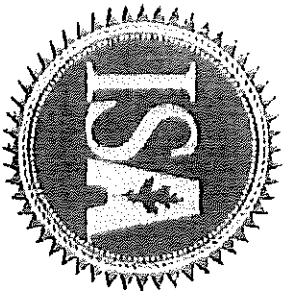
  
Property Owner's Signature

  
Date

# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

*Joshua J. Behounek*

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist™.



<i>Kevin Marriage</i>	<i>Carlynn Pollhan</i>	
Kevin Marriage Director of Credentialing International Society of Arboriculture	Carlynn Pollhan Executive Director International Society of Arboriculture	
IL-4282AM	15 Jun 2002	31 Dec 2020
Certification Number	Certified Since	Expiration Date



**Comprehensive Traffic Control Plan:** Davey tree service will not impede traffic in any way and will be 20+ feet off and away from the shoulder of the road. Workers will wear high-visibility safety apparel.

**Work Site Access Plan:** Where possible workers and vehicles will access through private property with lessors permission as shown in the attached clearance agreement from all property owners. Traffic cones and borders will designate "no go" zones for workers and appropriate routes for work vehicles and equipment upon exiting the shoulder.

**Debris Disposal Plan:** With land owner permission debris will be in combination hauled off and disposed at company property and or mulched and shredded to minimize any debris.

OKLAHOMA ADMINISTRATIVE CODE  
Title 730: Chapter 35, Subchapter 5, Subsection 18  
VEGETATION CLEARING AGREEMENT

Section 1 Purpose: It is the purpose of this subsection to establish regulations which enable the Department to enter into written agreements with outdoor advertising sign owners to allow such to perform vegetation management on state highway right-of-way for the purpose: to make visible or ensure future visibility of the facing of a legal outdoor advertising sign.

Section 2 Application: The regulations of this subsection are applicable to any person, firm or corporation who intends to perform brush or tree trimming or removal on State highway right-of-way.

Section 3 Definitions: The following words or terms, when used in this subsection, shall have the following meaning pursuant to 730: 35-5-3, unless the context clearly indicates otherwise:

(a) "Permittee" means a person, firm or corporation who has applied for and received a permit from the Department for the express purpose of removing brush and/or trees from the state highway right-of-way.

(b) "Clearance Area" means the area of State right-of-way adjacent to property upon which a legal outdoor advertising sign is located, on which said sign owner wishes to remove vegetation. The area shall not exceed eight hundred (800) feet in length, from any face of the sign, along the highway. This distance shall be determined by measuring horizontally along the highway from a line perpendicular from the support pole, nearest the highway, of the sign to the centerline of the highway.

(c) "Adjacent Property Owners" means any person, firm or corporation owning property which is located adjacent to a Clearance Area, as defined in this subsection. Applicant must submit written consent from any such property owner when making application for a clearance permit.

Section 4 Vegetation Management Permits:

(a) No person, firm or corporation shall trim or remove brush or trees from any portion of the State highway right-of-way without first obtaining a written permit from the Department.

(b) Application for a clearance permit shall be submitted to the appropriate Field Division Engineer using forms provided by the Department.

(c) Upon issuance, a permit shall be valid for a duration of up to six (6) months.

(d) The fee shall be \$200 per Clearance Area.

(e) A copy of the approved clearance permit shall be available on the worksite for inspection at all times.

(f) No clearance permit shall be issued for a sign which has been deemed illegal by the Outdoor Advertising Control Branch due to violations of the Highway Advertising Control Act of 1968 and/or this same Title.

(g) Permittee will not occupy or operate any equipment within designated wildflower plots from initial growth until after the flowers have gone to seed.

Section 5 Responsibility for Damage Claims:

(a) The Permittee shall indemnify, save and hold harmless the Department, its officers and employees thereof against all suits, actions or claims of any character arising from any injuries or damage received or sustained by any person, persons or property which may arise as a result of the brush and tree removal operations of the said Permittee, or on account of, or in consequence of any negligence on the part of the Applicant in safeguarding his operations.

(b) The Permittee shall carry and keep in force a public liability and property damage liability insurance policy for any legal responsibility to the public during the permit period in the following minimum amount:

Bodily Injury	\$300,000 Each Claim
Property Damage	\$100,000 Each Claim
General Aggregate Liability	\$1,000,000 for any number of claims arising out of a single occurrence or accident.



The Permittee shall have the Department named as an additional insured on the Permittee's public liability and property damage liability policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act, 51 O.S. § 151 et seq., for payment of any amounts the Department may become legally obligated to pay.

(c) The Permittee shall be held responsible for any damage to fences, traffic signs, guardrail, or other highway features resulting from his operations.

(d) The Permittee assumes all risk of injury or damage to himself, his property or to others, or to the property of others which may result from debris, foreign objects or chemical contamination of such vegetative matter.

(e) It is the sole responsibility of the Applicant to ensure that proper agreement for clearance is granted from all adjacent property owners including but not limited to the owner of the property upon which the outdoor advertising sign is located.

(f) Trimming or removal of brush or trees on State highway right-of-way by the Permittee will be done with the full knowledge that the vegetation may contain chemical residue of automotive emissions and chemical herbicides.

**Section 6** **Trimming and Removal Operations:** All operations upon the State highway right-of-way must be in accordance with the guidelines established in this permit and meet the approval of the Division Engineer. Failure to comply with the provisions of this subchapter shall be cause for immediate cancellation of this clearance permit and may result in revocation of any associated outdoor advertising permit and license.

(1) Special attention is directed to the following statement of work:

(A) Permittee is required to erect and maintain standard warning signs in advance of his operations. All equipment shall have the standard "Slow Moving" vehicle emblems. All signing will be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) current edition.

(B) Limitations:

(i) The Permittee will confine his operations to daylight hours and no work will be performed on Saturday, Sunday, or on State Observed Holidays.

(a) Permittee will notify the maintenance district office a minimum of twenty-four (24) hours prior to the beginning work.

(ii) When soil conditions are such that damage to the slopes is caused by vegetation management equipment, operations will be discontinued.

(C) All trees and brush to be cleared will be removed to ground level by cutting, sawing or mechanically severing the vegetation flush with the ground.

(i) Trees and brush will not be removed by pushing over or breaking out of the ground.

(ii) Grubbing of stumps will not be allowed. (No digging below ground level).

(iii) With the exception of treating stumps, Permittee shall not use herbicides on the State highway right-of-way. Nor shall Permittee broadcast herbicide from the State highway right-of-way onto any private property.

(D) Trimming of trees and brush will be performed in accordance with the American Standards Institute (ANSI) A300 publication titled *Standards for Tree Care Operations*.

(E) Companies performing trimming will be accredited by the Tree Care Industry Association or Arborist certified by the International Society of Arboriculture.

(2) All vegetation management activities shall be done in a workman-like manner and the cleared area shall be left in a neat condition upon completion of the work. Brush and tree removal will be contiguous within the designated area and selective clearing will not be permitted.

(3) All efforts will be made by the Permittee to prevent erosion from occurring as a result of vegetation management activities.

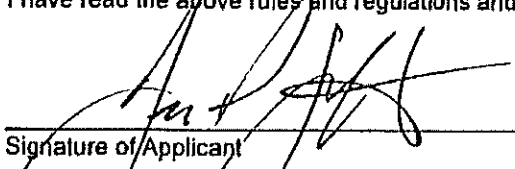
(4) Equipment necessary for this operation will not be left unattended on the right-of-way within thirty (30) feet of the roadway shoulder.

(5) Burning of brush piles will not be permitted and all brush and tree debris must be removed from the State highway right-of-way within ten (10) days after clearing.

(i) Brush and tree debris or chips will not be deposited upon or buried in the State highway right-of-way.

(ii) Piles of brush and tree debris or chips will not be placed on private property where they remain visible to motorists utilizing the highway facilities.

I have read the above rules and regulations and agree to abide by them as stated.

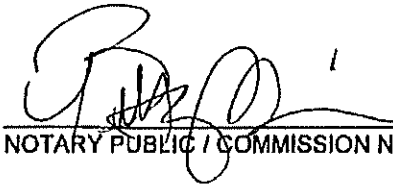
  
\_\_\_\_\_  
Signature of Applicant

4/6/18  
\_\_\_\_\_  
Date of Application

Texas Rd  
STATE OF OKLAHOMA )  
COUNTY OF Grayson ) §§

Witness my hand and seal this 6 day of April, 2018



  
\_\_\_\_\_  
NOTARY PUBLIC / COMMISSION NUMBER 131156336

My Commission Expires: 2 June 2021