



November 27th, 2023

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

*Re: Approval of Sign Location
Registration No.15581 Sign File No.: 25940-01
US-59, LeFlore Co.*

Dear Sign Owner,

In accordance with Title 69 O.S. 2011 § 1271 et.seq. and the Oklahoma Administrative Code Title 730:35-5, the Oklahoma Department of Transportation has approved the attached application for registration and permitting. We have enclosed your registration, permit and tag. Please be sure to attach the tag to the sign structure where it will be visible from the highway, at approximately eye level, within sixty (60) days of receiving this approval, or when the structure is constructed.

It was indicated on one of the applications that LED/digital technology will be used on that sign. The use of LED/digital technology is sanctioned under the Tri-Vision sign regulations. Although your structure will not be using rotating slats as are used with Tri-Vision signs there are still certain guidelines that coincide with these two types of technology. State and federal laws prohibit moving, flashing or intermittent lights being used on off-premise commercial advertisement, therefore the transformation from one display to the next, will need to occur with static displays, without any type of obvious animation such as fading or scrolling. Each individual display will need to remain in place no less than 8 seconds. You will also need to be cognizant of the brilliance of the lighting so that your sign does not pose a safety risk to the travelling public. All controls for LED/digital signs including illumination and operational requirements shall be programmed so that any malfunction shall cause the sign to default to a static operation mode. Be sure to remain within these guidelines to ensure the compliance of your sign. The regulations pertaining to illumination can be found in the Oklahoma Administrative Code, Section 730:35-5-12 (c).

Be advised that issuance of these permits shall not be construed to supersede or override any ordinance, act or rule of a city, town, county, zoning authority or other duly constituted regulatory body, which may forbid or otherwise restrict the sign, the signal structure, any message displayed, or any other incident of control of the sign or its use.

Thank you for permitting your signs with ODOT. If you have any questions or need additional information, please do not hesitate to call this office. (405)521-3005

Respectfully,

for Barbara Hoppes
Transportation Manager
Outdoor Advertising Control Branch
BH/td

Enclosures

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

FOR OFFICIAL USE ONLY		
<i>BN</i> MGR. INITIALS	3707 OWNER NO.	15581 REG. NO.
\$100.00 FEE AMOUNT	8023 APPLICATION NO.	25946-01 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.: 59 202 Side of Hwy.: E 203 County Name: Le Flore 204 City Name: Heavener
 205 Nearest Intersecting Hwy.: HWY-270 206 Direction from Intersection: N 207 Distance from Intersection: 0.08 208 Distance from Right-of-Way: 34
 209 GPS Coordinates: Latitude: 34.902641691, Longitude: -94.6026567132
 N S E W Miles & Tenths Feet

Part III - LAND OWNER INFORMATION (No. Assigned: 17682)

301 Land Owner's Name: DUSTY & CARRIE ALEXANDER 302 Address: 43719 OLLAR ROAD
 303 City: HEAVENER 304 State: OK 305 Zip Code: 74937
 306 Telephone No. (918) 839-6335 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 8 ft. Width of Facing: 20 ft. Overall Height Above Ground: 35 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? C-3
 (Must be some type of commercial, industrial or business designation.)
 503 - Who is the zoning authority? Steven Scantling Jr.
 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 59-40-000004
 REMARKS: Inspector TTD
 Pre-review: 9/25/23

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 or Representative: Samia Noman
 Printed Signature: Jessica Wise Notary Public, State of Ohio
 My Commission Expires: 06/29/2027
 Signature of Notary: Jessica Wise
 FORM AP-100 (7/15/2020) June 29, 2027

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP. NO: 8023 REFERENCE NO: _____ DATE: 11/17/23 INSPECTOR: J. Davis
COUNTY: LeFlore DIVISION: 2 HIGHWAY: US 59 SIDE OF HIGHWAY: (E) D or U (U)
CITY: Heavener CONTROL SECTION: 59-40-04 R/W: 34' per app
BRIEF LOCATION DESCRIPTION: .08 mi. S. of US-270
LEGAL DESCRIPTION: SE NE SE SECTION: 18 TWN.: 5-N RANGE: 26-E
LATITUDE: 34.902641691 LONGITUDE: -94.6026567132 AERIAL SHT.: 24
TYPE OF ZONING: C-3 FORM OF VERIFICATION: Z-504

(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. 15045 (W) Distance & Dir. N-170'
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: _____) Sign No. _____ Distance & Dir. _____

OUTSIDE INCORPORATED MUNICIPALITY ON AN INTERSTATE/FREEWAY: (Signature) 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: ba N/A

COMMERCIAL OR INDUSTRIAL ACTIVITY(S): _____
IS ACTIVITY WITHIN 600 FT. OF PROPOSED SITE? (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): Dusty & Carrie Alexander
VERIFICATION: Parlay
HIGHWAY PROJECT CLEARANCE? (YES) NO If no, describe plan of address or other references: _____

ADDITIONAL COMMENTS: _____
APPROVED Barbara Stappes

APPROVAL DATE: 11/27/23 REG. NO. 15581 SIGN FILE NO. 25940-01
REJECTION DATE: _____ REASON FOR REJECTION: _____

Zoning Review Form

App. No(s). 8023 Date of Review: 11/17/23 Inspector: J. Dault

Zoning Designation & Type: C-3 Zoning Authority: Heawater, OK

1. What appears to be the major use of surrounding property? Commercial

2. Does the area appear to support the zoning designation? **yes** ~~no~~
(If yes skip to No. 5.)

If no, review the following aspects:

- expressed reason for zoning designation when officially zoned: _____
- zoning for the surrounding area: _____
- actual land use: _____
- are there existing plans for commercial or industrial development? **yes** ~~no~~
- is there proper access to the subject property? **yes** ~~no~~
- are utilities available (water, electricity, sewage) on the property? **yes** ~~no~~
- is the property being assessed in accordance with zoning? **yes** ~~no~~
- if no, at what use is property being assessed? _____

3. Was the property zoned/rezoned for the sole purpose of allowing outdoor advertising? **yes** ~~no~~

4. List any zoning officials and their titles you spoke with during the review process:

5. Does this zoning meet HBA requirements? **yes** ~~no~~

If no, why not? _____

Confirmation of Zoning

(Must be completed for each zoned location)

Name of Applicant: Summit locations LLC

Location of Property: US-59 Heavener, Ok 74937
(Location description must coincide with description given on the application form.)

In the Corporate Limits of: Heavener city
(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?
C-3
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.)

City of Heavener, OK
Name of Authority (City, County etc.)

918-653-2217
Telephone No.

Steven Scantling Jr.

Printed Name of Zoning Official

Building Official

Title

Steven Scantling Jr.
Signature of Zoning Official

September 18, 2023

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.)

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 16th day of August, 2023 by and between DUSTY & CARRIE ALEXANDER 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 East side of Hwy 59 and commonly known as US-59 Heavener, OK 74937 and also known by the Parcel Number I030-00-006-000-0-006-00 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 13% 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 59.

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

OAC 9/25/2023

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 portions 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: DUSTY & CARRIE ALEXANDER

Address: 43719 OLLAR ROAD
HEAVENER, OK 74937

Phone: 918-839-6335

By: *Dusty & Carrie Alexander*
Signature

Date: 8/16/23

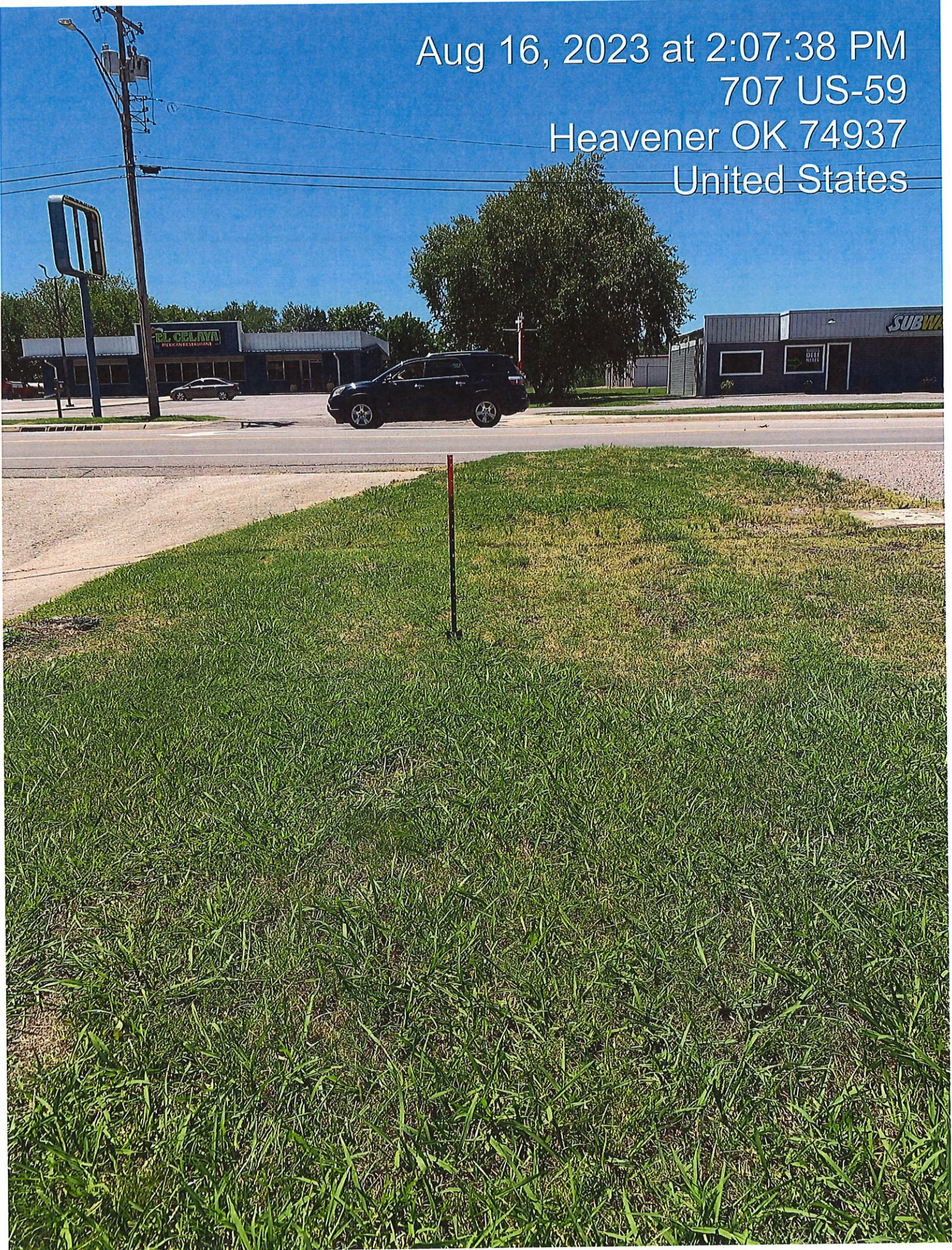
LESSEE: Summit Locations, LLC

Address: 310 East Street
Gordon, OH 45304

By: _____
Joe Cala, Its General Manager

Date: _____

Aug 16, 2023 at 2:07:38 PM
707 US-59
Heavener OK 74937
United States



Aug 16, 2023 at 2:07:55 PM

707 US-59

Heavener OK 74937

United States











