



July 30, 2024

Summit Locations LLC
311 East Street
Gordon OH 45304

*Re: Approval of New Sign Registration & Permit
Sign Registration No. 15650
Sign File No. 26921-03
US-69, Pittsburg County*

Dear Sign Owner:

In accordance with Title 69 O.S. 2021 §1271 et.seq. and the Oklahoma Administrative Code §730:35-5 the Oklahoma Department of Transportation has approved the attached application for registration and permitting. We have also enclosed the registration certificate, 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. If the sign is not constructed by that time, please be sure to place a permanent marker, with the correct tag attached, at the approved site.

You indicated on the application that you intend to install LED/digital displays on a stacked sign structure. 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, 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. Be sure to remain within these guidelines to ensure the compliance of your sign. The regulations pertaining to illumination of signs can be found in the Oklahoma Administrative Code, §730:35-5-12(c). Also, when building a stacked unit please be sure not to exceed the maximum facing height of 25 ft. Keep in mind a vinyl covering placed over both panels could cause the overall facing height to exceed the 25 ft. allowance and therefore cause the sign to be deemed illegal. You are also limited to one LED/digital panel per facing.

Be advised that the issuance of this permit 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 sign structure, any messages displayed, or any other incident of control of the sign or uses.

If you have any questions or need additional information, please do not hesitate to call this office.

Respectfully,

Thomas Davis
Transportation Specialist
Outdoor Advertising Control Branch

TD/
Enclosures

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

ok-32

FOR OFFICIAL USE ONLY		
TJD MGR. INITIALS	3707 OWNER NO.	15650 REG. NO.
\$100.00 FEE AMOUNT	8081 APPLICATION NO.	26921-03 SIGN FILE NO.

OAC 4/8/2024

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.: 69 202 Side of Hwy.: W 203 County Name: Pittsburg 204 City Name: Kiowa
 205 Nearest Intersecting Hwy.: 63 206 Direction from Intersection: S 207 Distance from Intersection: 0.04 208 Distance from Right-of-Way: 18
 N S E W Miles & Tenths Feet
 209 GPS Coordinates: Latitude: 34 7202806107 Longitude: -95 8999198071

Part III - LAND OWNER INFORMATION (No. Assigned: 17738)

301 Land Owner's Name: Ronald Ray & Kathy Nichols 302 Address: 698 Colton Rd
 303 City: Pittsburg 304 State: OK 305 Zip Code: 74560
 306 Telephone No. (918) 424-0156 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: 48'6" 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.) 505 - Is proposed location within 600 ft. of a conforming business? (Refer to OAC §730:35-5-12[a][2]) YES NO
 502 - What is the zoning designation? (Must be some type of commercial, industrial or business designation.) 506 - What is the name of the business? Nichol's Cafe
 503 - Who is the zoning authority? 507 - Please attach a diagram depicting the layout of the business and the proposed sign site.
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)

Part VI - ACKNOWLEDGMENT

Have you read all of the statutes and regulations pertaining to outdoor advertising control? YES 69-61-02 DIV 2

REMARKS: **APPROVED** Inspector Pre-review: TJD

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: Samia Noman NOTARY PUBLIC: Jessica Wise Subscribed and sworn to me this 31 day of January, 2024
 Printed Signature: Samia Noman My Commission Expires: 06-29-2027
 Signature of Notary: Jessica Wise
 My Commission Expires: June 29, 2027

8081 T.D.

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP. NO: ~~8080~~ REFERENCE NO: _____ DATE: 6/6/24 INSPECTOR: J. Davis

COUNTY: Pittsburg DIVISION: 2 HIGHWAY: U-69 SIDE OF HIGHWAY: W D or U

CITY: Kiowa CONTROL SECTION: 69-61-02 R/W: _____

BRIEF LOCATION DESCRIPTION: .04 mi. S. of SH-63 west side

LEGAL DESCRIPTION: NW NW NW SECTION: 24 TWN.: 3-N RANGE: 13-E

LATITUDE: 34.7202806107 LONGITUDE: -95.8999198071 AERIAL SHT.: _____

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

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): Nichols Cafe, Gas Station, Hotel

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? 1 (Kimberly Adams))
- YES NO DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS? Rev. 7/1/2024 T.D.

LANDOWNER(S): _____

VERIFICATION: _____

HIGHWAY PROJECT CLEARANCE? YES NO If no, describe plan of address or other references: J/P: 36389(05)

ADDITIONAL COMMENTS: _____

APPROVAL DATE: 7/30/24 REG. NO. ~~050000~~ 15650 SIGN FILE NO. 26921-03

REJECTION DATE: _____ REASON FOR REJECTION: _____

BUSINESS REVIEW

APPLICATION NO(S). ~~8080~~ 8081 PD Site Inspection No. 1

Time & Date of Inspection: 11:30 am - 6/6/24 Inspector: J. Davis

Name of Business: Nichol's Cafe Type: Commercial

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

Distance from the Sign Site(s): 100 ft 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? Commercial

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-Sat 7-5

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 & going

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):

Potential Highway Project Conflict Review

Application No.: ~~8080~~ 8081 9D or Registration No.: _____

Control Section: 69 - 61 - 02 Inters. Hwy Info.: .21 mi. N. of SH-63

Review by Branch Manager or Supervisor

Date Parameters for 8 Year Plan Search: 2024 - 2031

Are there potential projects in the area? Yes No

Is a report enclosed? Yes No **Nothing available in PMD database**

Reviewed by: T. Davis Date: 5/16/24
J/P: 36389 (OS) ROW Project.

Review by Inspector

Are any projects taking place or scheduled to take place on the proposed sign site property?

Yes No If yes, does it appear the site will be affected? Yes No Possibly

If yes, who did you contact at the Field Division to discuss the potential conflict and what is the determination?

Project is in preliminary stages and proposed ROW is unclear. (2030)

Overall Recommendation: Proceed with caution when building this structure.

Inspector Name & Date:  6/7/24

NEEDS RESIDENTIAL CONSENT



Ruler

Measure the distance between two points on the ground

Line Path Polygon Circle 3D path 3D polygon

Map Length: 225.86 Feet

Ground Length: 225.87

Heading: 197.95 degrees

Mouse Navigation Save Clear

ADAMS KIMBERLY (TR)

County Id 40121
 County Pittsburg, OK
 Muni Name Kiowa-Pittsburg
 Census Place Kiowa town
 Parcel Id [610025511](#)
 Address 0 0700776
 Zip Code 74553
 Owner ADAMS KIMBERLY (TR)
 Acreage 0.14 (calculated)
 Land Use Code UR
 Land Cover Developed Low Intensity: 0.13ac (88.3%), Developed Medium Intensity: 0.02ac (11.7%)
 Elevation Ft 726
 Trans Date 2006-10-18
 Sale Price 8000.00
 Bldg Sqft 960
 Ngh Code 0
 Mkt Val Land \$11,818
 Mkt Val Bldg \$11,818
 Mkt Val Tot \$11,818
 Mailing 21585 N FIVE MILE RD
 0
 KIOWA, OK 74553-5048
 Owner Occupied No
 Year Built 1955
 Legal Desc 0700-00-077-006-0-006-00 - E 62.5' LOT 6 BLK 77 KIOWA (8TH & GRANT)
 Section 23-3N-13E
 Township Range 23-3N-13E
 Latitude 34.720760
 Longitude -95.900242
 School District Kiowa Public Schools
 Alternate Id 2 0700-00-077-006-0-006-00
 Robust Id AACubnn8mWJEU-S
 Updated 2024-Q1

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CONSENT FORM

I. THE PARTIES. This residential consent form made on [11/09/2023], by **Summit Locations LLC** and between:

Consentee: [KIMBERLY ADAMS] with address of [21585 N FIVE MILE RD
KIOWA, OK 74553-5048] hereby consents and gives permission to:

II. PERMISSABLE ACTS. The Summit Locations LLC has the unrestricted authority to perform the

following acts: [Erect a billboard within 300ft on address: [0 Hwy 69, Kiowa, OK, 74553]

III. TERM. The aforementioned permissible acts shall be allowed to be performed by the Releasee until: (check one)

- Until the lease is terminated.

IV. DISCLOSURE. The Consentee agrees to hold the Releasee harmless of all legal, financial, and any other liability that includes their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the permissible acts herein.

Consentee's Signature: _____

Print Name: Kimberly Adams, Justice

Date: 6/26/2024

Home > List Workplan Projects showing Consultants

From FY 2024 To FY 2032 Search

Q Go Actions

County No contains '61'

< 16 - 21

Workplan Fiscal Year ↑	Job Piece	Work Desc	JP Desc	County Name	County No	Let Date Year	Let Date Month	JPFS Total Amt	PE Consultant Name	PE Contract Type	PE EC ID	Total EC Contract Amt	Contract Pct	Non PE EC ID	EC Ci A no
2029	3494604	BRIDGE & APPROACHES	SH-31: OVER BLUE CREEK, 13.45 MI EAST OF JCT US-270	PITTSBURG	61	-	-	\$6,000,000.00	In House	-	N/A	\$33,090.78	.55	2141B	\$33.
2030	3835004	BRIDGE REHABILITATION	SH-9: OVER LONGTOWN CREEK 3.3 MI EAST OF MCINTOSH CL	PITTSBURG	61	-	-	\$3,000,000.00	In House	-	N/A	\$0.00	0	N/A	
2030	3638905	RIGHT OF WAY	US-69: BEGIN 2.9 MILES NORTH OF THE ATOKA CL, EXTEND NORTH 1.1 MILES RW FOR 36389(04)	PITTSBURG	61	-	-	\$250,000.00	In House	-	N/A	\$0.00	0	N/A	
2030	3548605	RIGHT OF WAY	SH-31: FROM 13.8 MI EAST OF JCT US-270, EXTEND EAST 7.5 MI RW FOR JP 35486(04)	PITTSBURG	61	-	-	\$1,000,000.00	In House	-	N/A	\$0.00	0	N/A	
2031	3548606	UTILITIES	SH-31: FROM 13.8 MI EAST OF JCT US-270, EXTEND EAST 7.5 MI UT FOR JP 35486(04)	PITTSBURG	61	-	-	\$500,000.00	In House	-	N/A	\$0.00	0	N/A	
2031	3638906	UTILITIES	US-69: BEGIN 2.9 MILES NORTH OF THE ATOKA CL, EXTEND NORTH 1.1 MILES UT FOR 36389(04)	PITTSBURG	61	-	-	\$250,000.00	In House	-	N/A	\$0.00	0	N/A	

< 16 - 21

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this 28th day of October 2023 by and between Ronald Ray & Kathy Nichols (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 West side of Hwy 69 and commonly known as 0 Hwy 69, Kiowa, OK 74553 and/or also known by the Parcel Number: 070000077001000100; 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 69.

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 Lessor'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: Ronald Ray & Kathy Nichols
Address: 698 Colton Rd, Pittsburg, OK 74560
Phone: ⁹¹⁸~~903~~-424-0156

By: Ronald Ray Nichols
Ronald Ray Nichols

Date: 11-24-23

By: Kathy Nichols
Kathy Nichols

Date: 11-24-23

LESSEE: Summit Locations, LLC

Address: 311 East Street
Gordon, OH 45304

By: Joe Cala
Joe Cala, its General Manager

Date: 12/18/2023

Town of Kiowa
813 S Harrison St, Kiowa, Oklahoma 74553
Phone: 918-432-5621
TDD 800-722-0353 TYY 800-522-8506 voice or 711

OAC 4/8/2024

To OKDOT,

This letter is to inform you that we do not
have any zoning restrictions in our ordinances.

Thank you,

Jeriann Hasty

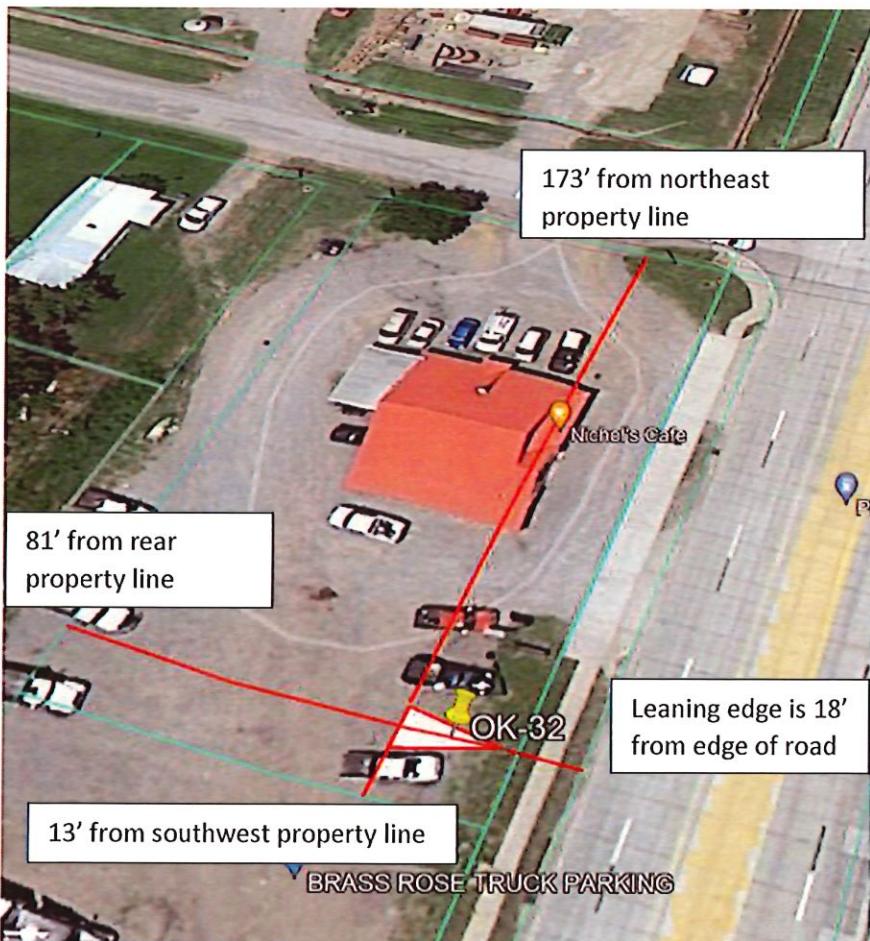
KIOWA CITY HALL

813 S HARRISON ST.

KIOWA, OK. 74553

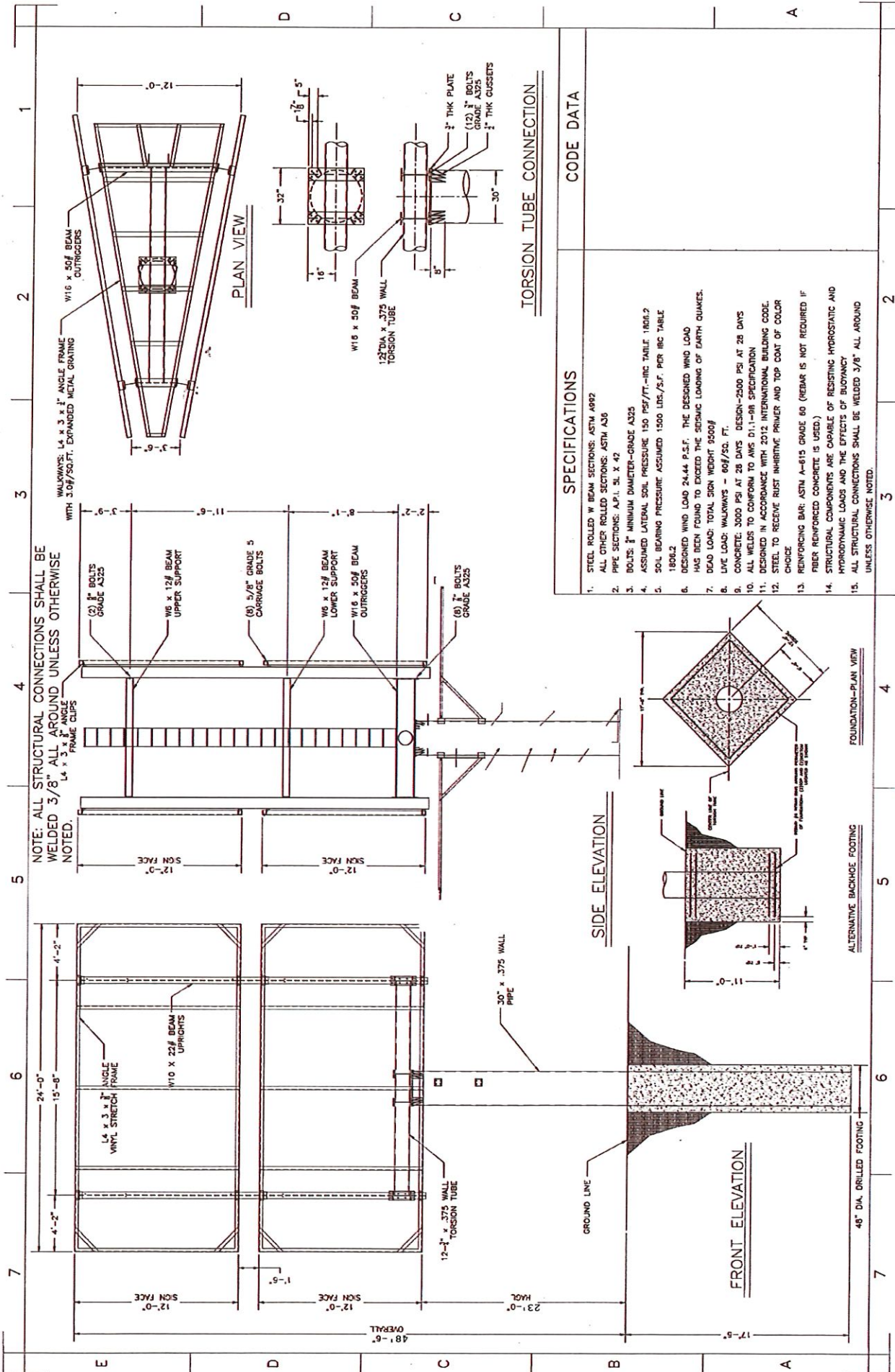
918-432-5621

Owner: Ronald Ray & Kathy Nichols **Address:** 0 Hwy 69, Kiowa, OK, 74553
Coordinates: 34.7202806107, -95.8999198071 **Parcel ID:** 070000077001000100



property line/row: 

Existing Power Line: 

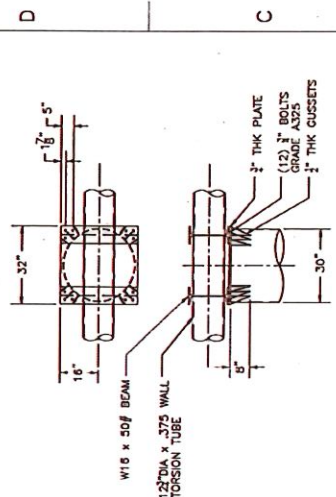


SPECIFICATIONS

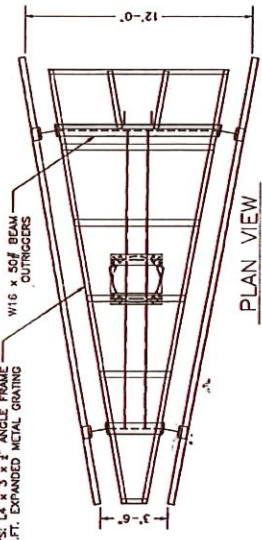
1. STEEL ROLLED W BEAM SECTIONS: ASTM A992
2. ALL OTHER ROLLED SECTIONS: ASTM A36
3. PIPE SECTIONS: A.P.I. 5L X 42
4. BOLTS: 1/2" MINIMUM DIAMETER-GRADE A325
5. ASSUMED LATERAL SOIL PRESSURE 130 PSF/FT.-IRC TABLE 1608.2 1806.2
6. DESIGNED WIND LOAD 24.44 P.S.F. THE DESIGNED WIND LOAD HAS BEEN FOUND TO EXCEED THE SEISMIC LOADING OF EARTH QUAKES.
7. DEAD LOAD: TOTAL SIGN WEIGHT 9200#
8. LIVE LOAD: WALKWAYS - 60#/SQ. FT.
9. CONCRETE: 3000 PSI AT 28 DAYS DESIGN-2500 PSI AT 28 DAYS
10. ALL WELDS TO CONFORM TO AWS D1.1-98 SPECIFICATION
11. DESIGNED IN ACCORDANCE WITH 2012 INTERNATIONAL BUILDING CODE.
12. STEEL TO RECEIVE RUST INHIBITING PRIMER AND TOP COAT OF COLOR CHOICE
13. REINFORCING BAR: ASTM A-615 GRADE 60 (REBAR IS NOT REQUIRED IF FIBER REINFORCED CONCRETE IS USED)
14. STRUCTURAL COMPONENTS ARE CAPABLE OF RESISTING HYDROSTATIC AND HYDRODYNAMIC LOADS AND THE EFFECTS OF BUOYANCY
15. ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED.

CODE DATA

TORSION TUBE CONNECTION

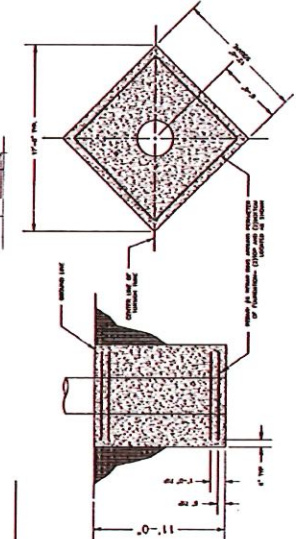


PLAN VIEW

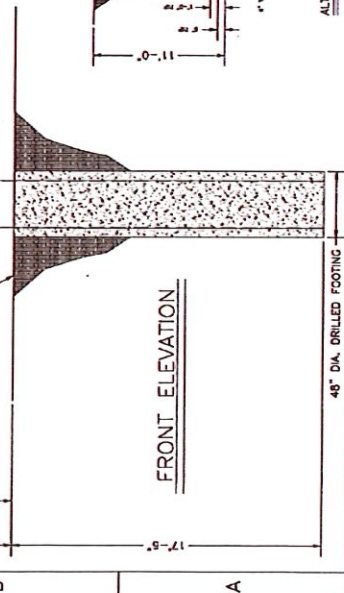


NOTE: ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED.

SIDE ELEVATION



FRONT ELEVATION



FOUNDATION-PLAN VIEW

ALTERNATIVE BACKFACE FOOTING

48" DIA. DRILLED FOOTING

48" DIA. DRILLED FOOTING



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Print Date 4/9/2024

BATCH SLIP
For Comptroller

Batch Date: 4/9/2024
Batch Number: 1
Entered By: Kellie 276940

<u>PAYOR NAME</u>	<u>Payment Type</u>	<u>Comments</u>	<u>Rcpt Nbr / Status</u>	<u>Amount</u>
SUMMIT LOCATIONS	CREDIT	Application	9000028619 / S	100.00
SUMMIT LOCATIONS	CREDIT	Application	9000028620 / S	100.00
	Batch Count	2	Batch Total	200.00





