



July 30, 2024

Summit Locations LLC
311 East Street
Gordon OH 45304

*Re: Approval of New Sign Registration & Permit
Sign Registration No. 15651
Sign File No. 26973-01
US-69, Wagoner 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 signal 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-36

FOR OFFICIAL USE ONLY		
YTD MGR. INITIALS	3707 OWNER NO.	15651 REG. NO.
\$100.00 FEE AMOUNT	8098 APPLICATION NO.	26973-01 SIGN FILE NO.

OAC 5/23/2024

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.: hwy-69 202 Side of Hwy.: W 203 County Name: Wagoner 204 City Name: Muskogee
 205 Nearest Intersecting Hwy.: hwy-51 206 Direction from Intersection: S 207 Distance from Intersection: 2.68 208 Distance from Right-of-Way: 47
 N S E W Miles & Tenths Feet
 209 GPS Coordinates: Latitude: 35.9198940923 Longitude: -95.3955054611

Part III - LAND OWNER INFORMATION (No. Assigned: 17756)

301 Land Owner's Name: Cross H Auction Co LLC. 302 Address: 75649 S HWY 69.
 303 City: Wagoner 304 State: Ok 305 Zip Code: 74467.
 306 Telephone No. (918) 440-6047 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 W-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? C5, Highway Commercial District (Must be some type of commercial, industrial or business designation.) 506 - What is the name of the business?
 503 - Who is the zoning authority? Lisa Miller-Deputy Director
 504 - If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.) zoning map provided 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 69-73-08 Div 1

REMARKS: **APPROVED** 7/24/24 Inspector Pre-review:

STATE OF: Ohio §
 County of: Darke
Jessica Wise/Samia Noman being of lawful age and first duly sworn upon oath deposes and states the following:
 I, on behalf of myself (or) as authorized representation of the organization listed above as Applicant, so attest that I have read the foregoing information and that the facts set out therein are true and correct to the best of my knowledge and belief.
 Signature of Applicant or Representative: Jessica Wise
 Printed Signature: Samia Noman
 Signature of Notary: Jessica Wise
 My Commission Expires: June 29, 2027
 My commission expires: 06/29/2027
 NOTARY PUBLIC:
 Subscribed and sworn to me this 5 day of May, 2024

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP.NO: 8098 REFERENCE NO: _____ DATE: 7/18/24 INSPECTOR: J. Dennis

COUNTY: Wagoner DIVISION: 1 HIGHWAY: U-69 SIDE OF HIGHWAY: W D or U (U)

CITY: Wagoner, OK CONTROL SECTION: 69-73-06 R/W: 20'

BRIEF LOCATION DESCRIPTION: 2.68 mi. south of SH-51

LEGAL DESCRIPTION: SE-NE-SW SECTION: 28 TWN.: 17-N RANGE: 18-E

LATITUDE: ~~35.919738~~ 35.919738 LONGITUDE: -95.395477 AERIAL SHT.: _____

TYPE OF ZONING: CS-Commercial Highway FORM OF VERIFICATION: Email/online Mapping
(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: X 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: X 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): Cross H Auction Co. LLC
VERIFICATION: PARLAY. 2.0 / County Assessors.

HIGHWAY PROJECT CLEARANCE? YES NO If no, describe plan of address or other references: _____

ADDITIONAL COMMENTS: _____

APPROVED 7/24/24 JDD

APPROVAL DATE: 7/24/24 REG.NO. 15651 SIGN FILE NO. 26973-01

REJECTION DATE: _____ REASON FOR REJECTION: _____

Zoning Review Form

App. No(s). 8098 Date of Review: 7/18/24 Inspector: J. Davis

Zoning Designation & Type: C - S Zoning Authority: Wagoner Co.

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

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? _____

Potential Highway Project Conflict Review

Application No.: 8098 or Registration No.: _____

Control Section: 69 - 73 - 06 Inters. Hwy Info.: _____

Review by Branch Manager or Supervisor

Date Parameters for 8 Year Plan Search: 2024 - 2033

Are there potential projects in the area? Yes No

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

Reviewed by: [Signature] Date: 6/19/24

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?

Overall Recommendation: No issues

Inspector Name & Date: [Signature] 6/19/24

They are:

1. County: Wagoner, OK
Municipality: Wagoner
Parcel Id: 730002878
Address: 0
Zip Code: 74467
Owner: ARY LAND LLC

2. County: Wagoner, OK
Municipality: Wagoner
Place: Wagoner city
Parcel Id: 730002828
Address: 75592 S STATE HWY 69
Zip Code: 74467
Owner: CANNON ELMO W:OPAL

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Samia Noman
856 693 4212
Summit Locations LLC
311 East Street
Gordon OH 45304
www.summitlocations.com

Samia Noman <samia@summitlocations.com>
To: Samia Noman <samia@summitlocations.com>

Mon, Mar 18, 2024 at 10:19 AM

ok-36
[Quoted text hidden]

Lisa Miller <lmiller@wagonercounty.ok.gov>
To: Samia Noman <samia@summitlocations.com>

Mon, Mar 18, 2024 at 10:22

The radius report will need to be completed by a licensed abstractor. Wagoner County has two, Wagoner County Abstract, and Smith Brothers Abstract.

Thank you,

Lisa Miller
Deputy Director

918-485-8123
lmiller@wagonercounty.ok.gov

WAGONER COUNTY PLANNING AND ENGINEERING WEBSITE

APPLY FOR A PERMIT

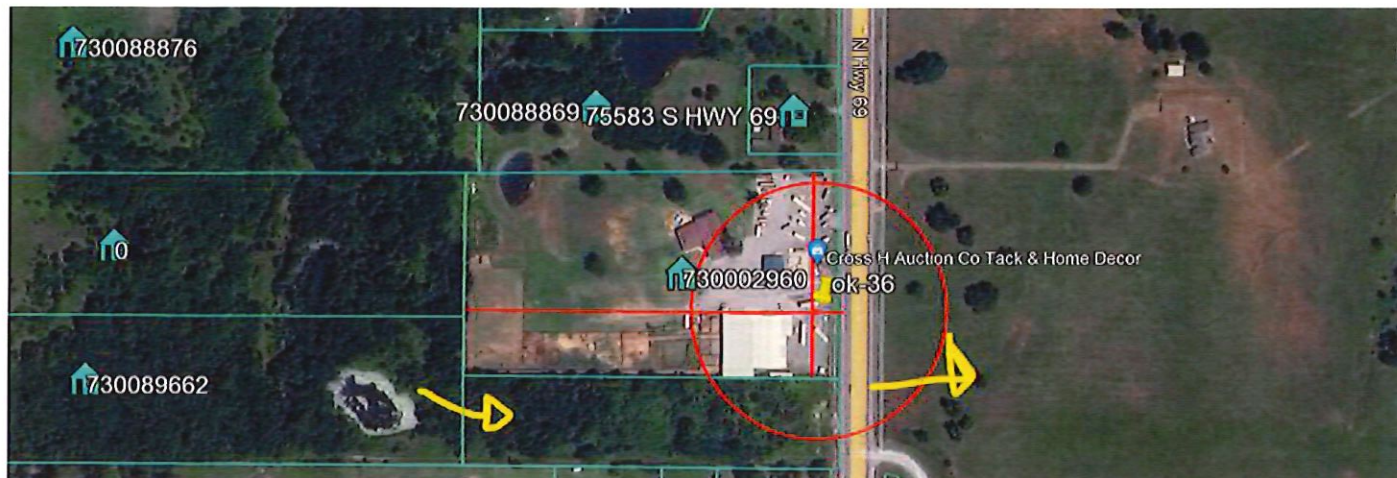


Wagoner County Planning staff take no legal liability for any statements or interpretations made regarding Wagoner County codes, regulations, and ordinances. It is the responsibility of the applicant to know the governing documents and statutes over which action is sought. Proceeding with the willing assistance of Planning staff is at your own risk. Extreme efforts are made to serve the public with 100% correctness.

From: Samia Noman <samia@summitlocations.com>
Sent: Monday, March 18, 2024 9:19 AM
To: Lisa Miller <lmiller@wagonercounty.ok.gov>
Subject: Re: Case # VAR-0003-2024

am I doing this correctly?

300' radial would be two property owners-
indicated below, just south of the property and across the hwy.



[Quoted text hidden]
 [Quoted text hidden]
 [Quoted text hidden]

Samia Noman <samia@summitlocations.com>
 To: Lisa Miller <lmiller@wagonercounty.ok.gov>

Mon, Mar 18, 2024 at 10:49 AM

What has to be completed by the abstractor ?
 The affidavit of mailing (the variance explanation) and the radius report?
 Or the notice forms as well?

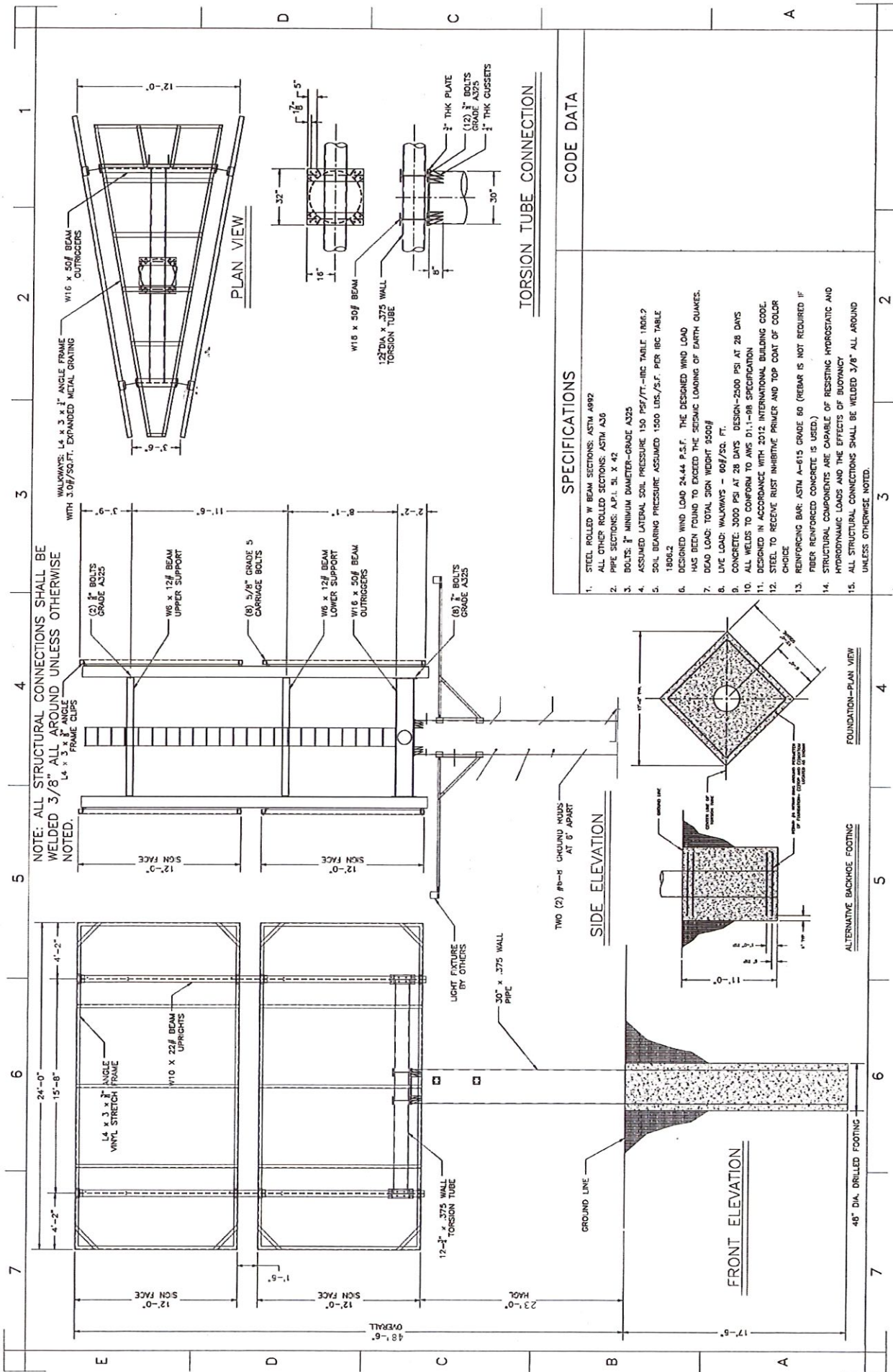
[Quoted text hidden]

Lisa Miller <lmiller@wagonercounty.ok.gov>
 To: Samia Noman <samia@summitlocations.com>

Mon, Mar 18, 2024 at 11:00 AM

The affidavit of mailing, which includes the radius report, must be completed by a licensed abstractor. The affidavit of publication (legal notice) must be posted in the newspaper.

[Quoted text hidden]



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

TORSION TUBE CONNECTION

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: 3/8" MINIMUM DIAMETER--GRADE A325
5. ASSUMED LATERAL SOIL PRESSURE 150 PSF/FT--IBC TABLE 1801.2
6. SOIL BEARING CAPACITY ASSUMED 1500 LBS./SQ. FT. PER IBC TABLE 1806.2
7. DESIGNED WIND LOAD 24.44 P.S.F. THE DESIGNED WIND LOAD HAS BEEN FOUND TO EXCEED THE SEISMIC LOADING OF EARTH QUAKES.
8. DEAD LOAD: TOTAL SIGN WEIGHT 9500#
9. LIVE LOAD: WALKWAYS - 60#/SQ. FT.
10. CONCRETE: 3000 PSI AT 28 DAYS DESIGN-2500 PSI AT 28 DAYS
11. ALL WELDS TO CONFORM TO AWS D1.1--BB SPECIFICATION
12. DESIGNED IN ACCORDANCE WITH 2012 INTERNATIONAL BUILDING CODE.
13. STEEL TO RECEIVE RUST INHIBITIVE PRIMER AND TOP COAT OF COLOR CHOICE
14. REINFORCING BAR: ASTM A-615 GRADE 60 (REBAR IS NOT REQUIRED IF FIBER REINFORCED CONCRETE IS USED)
15. STRUCTURAL COMPONENTS ARE CAPABLE OF RESISTING HYDROSTATIC AND HYDRODYNAMIC LOADS AND THE EFFECTS OF BUOYANCY
16. ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED.

CODE DATA

1. STEEL ROLLED W BEAM SECTIONS: ASTM A992

2. ALL OTHER ROLLED SECTIONS: ASTM A36

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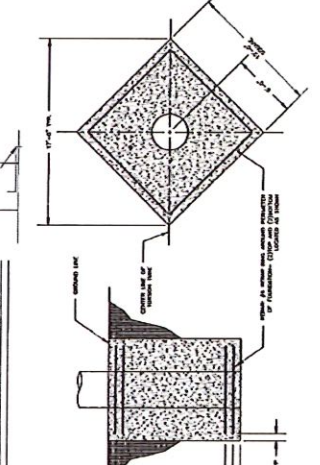
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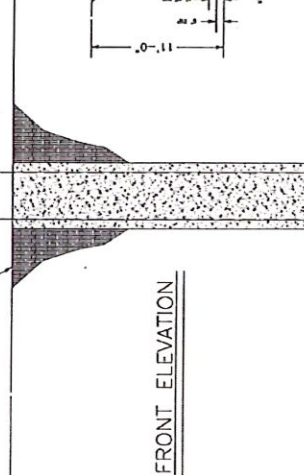
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16. ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED.

SIDE ELEVATION



FRONT ELEVATION



FOUNDATION--PLAN VIEW

ALTERNATIVE BACKHOE FOOTING

48" DIA. DRILLED FOOTING



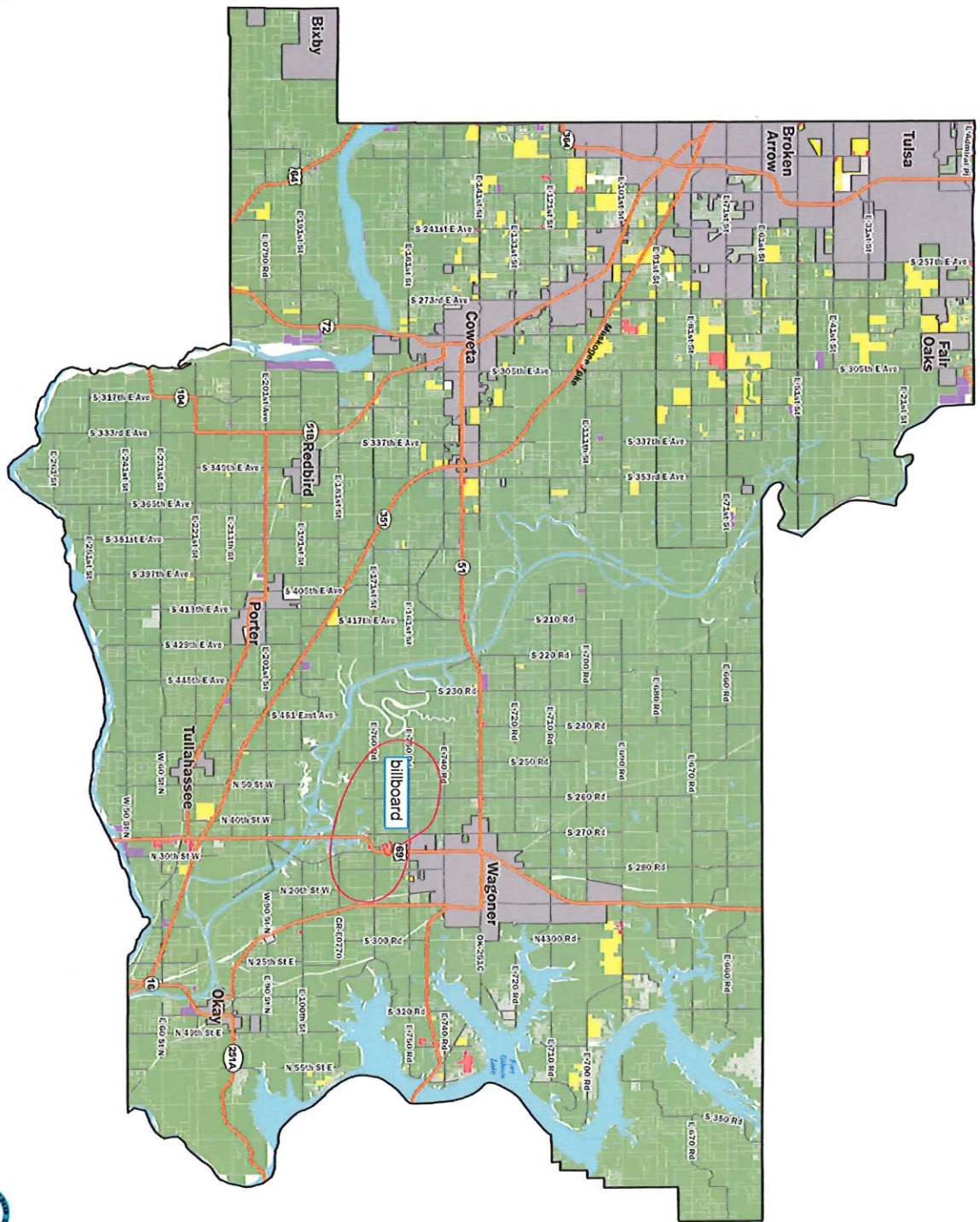


02/07/2024
75849 US-69
Wagoner OK 74467





02/07/2024
75649 US-69
Wagoner OK 74467



Wagoner County Comprehensive Plan Current Zoning

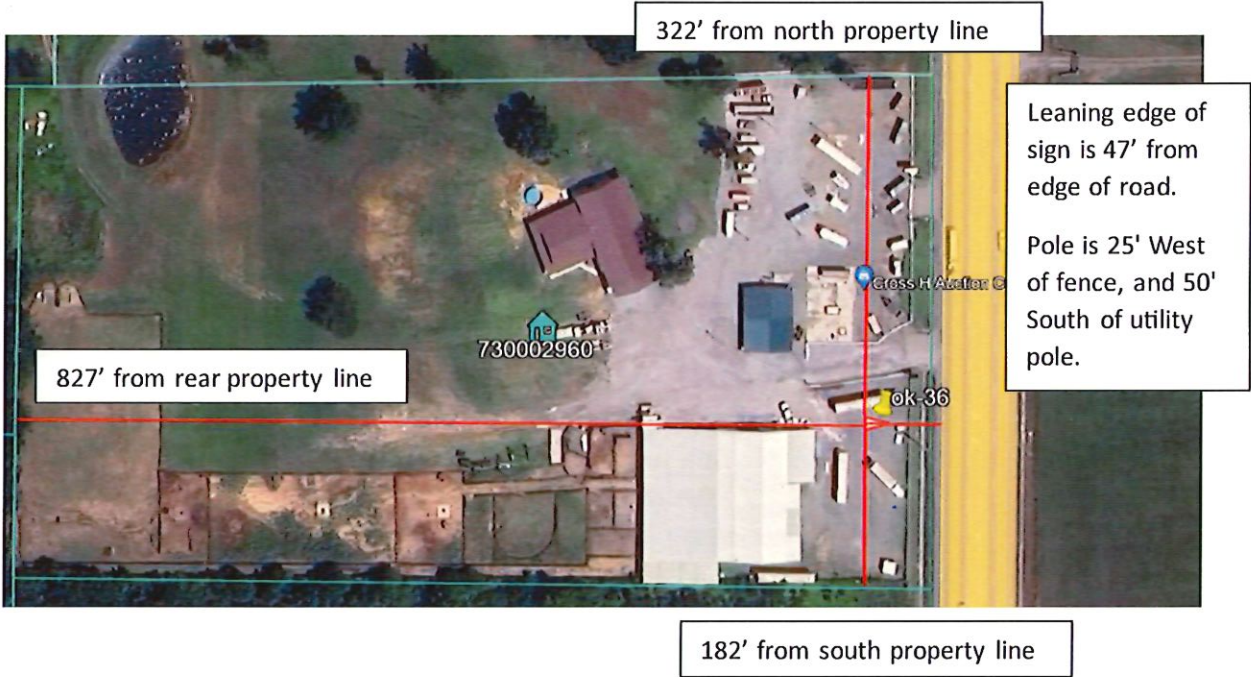
- Legend**
- Highway
 - Arterial Road
 - Waterbodies
 - Incorporated Place
 - Wagoner County
- Current Zoning**
- Residential activities
 - Shopping, business, or trade activities
 - Industrial, manufacturing, and waste-related activities
 - Social, institutional, or infrastructure-related activities
 - Travel or movement-related activities
 - Mass assembly of people
 - Natural resources-related activities
 - No human activity or unclassifiable activity



Figure 6.5

Owner: Cross H Auction Co LLC **Address:** 75649 S. Hwy 69, Wagoner, OK 74467

Coordinates: 35.9198940923, -95.3955054611 **Parcel ID:** 730002960



property line/row: ● - - - - ●

Existing Power Line: ● - - - - ●



STANDARD GROUND LEASE AGREEMENT

OAC MAY 23 2024

THIS LEASE AGREEMENT made this 16th day of **January 2024** by and between **Cross H Auction Co LLC** (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 75649 S. Hwy 69, Wagoner, OK 74467 and also known by the Parcel Number: 730002960; 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 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 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 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 automatically extend for a like term after expiration of the initial term of this Agreement, after the automatic extension term expiration the Agreement shall renew year to year until terminated by either party in writing

thirty (30) days prior to the expiration of the term. The other terms, covenants, and conditions shall be the same as those in the initial term of the 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: Cross H Auction Co LLC

Address: 75649 S. Hwy 69, Wagoner, OK 74467

Phone: 918-440-6047

By: 
Bronc Hendricks

Date: Jan 31, 2024

LESSEE: Summit Locations, LLC

Address: 311 East Street
Gordon, OH 45304

By: 
Joe Cala, its General Manager

Date: Jan 31, 2024





07.18.2024 00:28



07.18.2024 00:28









Samia Noman <samia@summitlocations.com>

Case # VAR-0003-2024

6 messages

Lisa Miller <lmliller@wagonercounty.ok.gov>
To: "samia@summitlocations.com" <samia@summitlocations.com>

Mon, Mar 18, 2024 at 10:03 AM

Case #: VAR-0003-2024
Description: variance request to height regulations
Public Hearing Date: 4/30/2024
Public Hearing Time: 6:00 PM
Public Hearing Location: Wagoner Civic Center | 301 South Grant Avenue | Wagoner, OK,
Zoning District: C5, Highway Commercial District

Staff review has been completed for the above referenced application.

The next step is for the Applicant to provide NOTICE to PROPERTY OWNERS Zoning map amendment applications shall include a mailed notice to property owners within a three hundred (300) foot radius of the proposed change. Mailed notices, postmarked no later than fifteen (15) days prior to the public hearing, and affidavit of mailing must be accomplished by a licensed abstractor. Download, complete and submit to a LICENSED ABSTRACTOR for mailing. The form may be obtained : [HERE](#)

If you have any questions, please contact our office.

Thank you,

Lisa Miller
Deputy Director

918-485-8123
lmliller@wagonercounty.ok.gov

WAGONER COUNTY PLANNING AND ENGINEERING WEBSITE

APPLY FOR A PERMIT



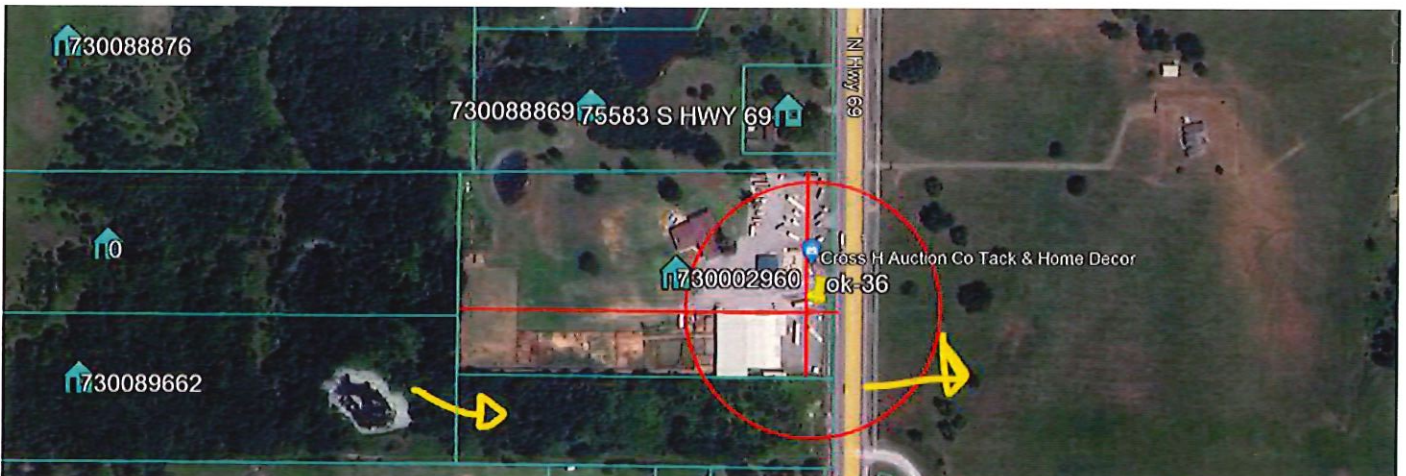
Wagoner County Planning staff take no legal liability for any statements or interpretations made regarding Wagoner County codes, regulations, and ordinances. It is the responsibility of the applicant to know the governing documents and statutes over which action is sought. Proceeding with the willing assistance of Planning staff is at your own risk. Extreme efforts are made to serve the public with 100% correctness.

Samia Noman <samia@summitlocations.com>
To: Lisa Miller <lmliller@wagonercounty.ok.gov>

Mon, Mar 18, 2024 at 10:03 AM

am I doing this correctly?

300' radial would be two property owners-
indicated below, just south of the property and across the hwy.





07.18.2024 00:28