

Outdoor Advertising Control

200 N.E. 21st Street Oklahoma City, OK 73105-3204 (405) 521-3005

October 25, 2023

Preview Outdoor Advertising ATTN: James Martinez PO Box 1311 Paris TX 75461

> RE: Approval of Grandfathered (SNQP) Site. Registration No. 15577 Sign File No. 27112-03 US-271B, Choctaw County

Dear Mr. Martinez:

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 above-referenced sign for a Class "B" Permit & Registration. 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.

This legal-nonconforming (grandfathered) classification is being issued to your pre-existing sign due to insufficient zoning. An excerpt from the Oklahoma Administrative Code pertaining to the maintenance and destruction of grandfathered signs has also been enclosed. Basically, the sign must stay substantially the same (as per described on the application form,) and cannot be rebuilt if ever destroyed unless the site can meet Class A requirements at a later date. Requests to repair sign must be submitted to the Department for approval *previous* to actual repairs. Please keep in mind that failure to comply with these guidelines could terminate the sign's grandfather status causing it to be considered illegal.

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 message displayed, or any other incident of control of the sign or its use.

We appreciate your time and effort in bringing your sign into compliance. If you have any questions or need additional information, please do not hesitate to call the Outdoor Advertising Control office at (405)521-3005.

Respectfully,

Barbara Hoppes

Transportation Manager

Barbara Hoppes

Outdoor Advertising Control Branch

BH/td

Enclosures

	n M		
OKLAHOMA DEPARTMENT OF TRANSPORTATION	FO	FOR OFFICIAL USE ONLY	
APPLICATION FOR SIGN REGISTRATION & PERMIT	10/12/23 DATE	2 WHEELNO.	15577 REG. NO.
(See back of form for instructions.)	Waive	NHS	27112-03
▼ FOR NEW NHS HIGHWAY SIGN STRUCTURES - GRANDFATHERED Part I - SIGN OWNER INFORMATION	FEE AMOUNT	APPLICATION NO.	SIGN FILE NO.
		. 11	
101 Applicant's Name: Preview Autdoor Advertising Address 103 City: PARIS State: Tex	: PO BOX 13	311	
103 City: PARIS State: Tex	105 Zip Co	de: 75461	
106 Telephone No. (903) 49/3/9/ Fax No. (440		or ognail.com
Part II - LOCATION OF SIGN SITE	Lindii Address. Mio	COVVIII	
Located O.G. P. Side County	204 City		
on Hwy.: d 11 b of Hwy.: L Name: Choctale	Name:	tugo	
NSEW 205 206 207		208	
Nearest Intersecting Hwy.: U-70 Direction from Intersection: N Distance for Intersection	10/	Distance from Right-of-Way:	0
NSEW	Miles & Tenths	g or maji	Feet
Part III - LAND OWNER INFORMATION (No. Assigned: 17160			
Land Owner's Name: DWBYNE COURSELY Add	iress: 63 carte	r 370	
303 EllBinore 304 State:	Mo	305 Zip Code: 639	37
306 573 429-0994 307 Have you	enclosed proof of land us	se consent? 🗹 YES	s □ NO
Part IV - PHYSICAL DESCRIPTION OF SIGN & DATE OF ERECTION			
401 DIMENSIONS: Height of Facing: 24 (Can not exceed 25 ft.) tt. Width of Facing: (Can not	48 ft.	verall Height Above Ground: 4	O ft.
402 TYPE OF SIGN:	pe Back-to-Back		
403 NO. OF PANELS: IS SIGN ILLUMINATED? □YES XNO If yes, is i		No	
(Advertising Displays) Part V - ZONING AND COMMERCIAL/ INDUSTRIAL QUALIFICATIONS	S (If applying for grand		F ERECTION
required to be completed.)			a di ca io not
ZONED AREA ONLY 501 - Is proposed location zoned? YES NO		cation within 600 ft.	of a conforming
501 - Is proposed location zoned? YES NO 505 - Is proposed location within 600 ft. of a conforming (If answer is no, then go directly to Item 505.) business? (Refer to OAC §730:35-5-12[a][2]) 502 - What is the zoning designation?			
(Must be some type of commercial, industrial or business designation.)	506 - What is the na	me of the business?	
503 – Who is the zoning authority? 504 – If the area is zoned, a Zoning Confirmation from must be completed and attached. (Form OAC Z-504 or its equivalent.)		a diagram depicting rrelation with the sig	
Part VI – ACKNOWLEDGMENT Have you read all of the statutes and regulations perfairing to outdoor adverti	sing control? YES	271B-1	2-36.Div
REMARKS:			
STATE OF: TEXPS County of: Lanar			
James martiner being of lawful age and first duly	sworn upon oath depose	s and states the follo	owing:
I, on behalf of myself (or) as authorized representation of the read the foregoing information and that the facts set out therein are true and co			attest that I have
NOTARY		30th /	20 23
	ed and sworn to me this 2	day of A	, 20 2
Signature of Applicant or Representative	I. Conte	a Marine a	TOWN ONE T
10	of Notary		ECKY MALONE stary ID # 126655984
Signature	51,115miles ()	Tal Call in 1919	,

FIELD CHECKLIST FOR PERMIT APPLICATIONS APP.NO: $\frac{NHS}{}$ REFERENCE NO: $\frac{27//2-03}{}$ DATE: $\frac{10/23/23}{}$ INSPECTOR: $\frac{}{}$ _____ DIVISION: 1 HIGHWAY: 271R SIDE OF HIGHWAY: ECONTROL SECTION: 27/8-12-36 R/W: 10 BRIEF LOCATION DESCRIPTION: 67 m; N. of LEGAL DESCRIPTION: NE NW SW SECTION: 27 TWN.: 6-5 RANGE: 12 CONGITUDE: -95.519284 ____ AERIAL SHT.: 🖊 LATITUDE: 34. 0039/3 FORM OF VERIFICATION: TYPE OF ZONING: U /R (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 OTHER REGISTERED SIGNS: (NO) W/I 500 FT. OF A PLAYGROUND Distance & Dir. NO W/I 500 FT. OF A CEMETERY Sign No. Distance & Dir.____ Sign No. Distance & Dir. YES W/I 500 FT. OF A PUBLIC FOREST Sign No._ W/I 500 FT. OF A PARK (Name of Park & Distance: ____ **OUTSIDE INCORPORATED MUNICIPALITY ON AN INTERSTATE/FREEWAY:** NO W/I 500 FT. OF AN ACCESS RAMP (Distance: NO W/I 500 FT. OF A REST AREA OR WEIGH STATION (Distance: IN UNZONED COMMERCIAL OR INDUSTRAL AREA ONLY: 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: W/I 500 FT. OF A CHURCH (Name & Distance: (NO) YES (NO') W/I 500 FT. OF A SCHOOL (Name & Distance: ____ YES NO W/I 500 FT. OF A HISTORICAL BATTLEFIELD (Name & Distance: W/I 500 FT. OF A PUBLIC FOREST PRESERVE? (Name & Distance: _____ (NO) W/I 300 FT. OF A RESIDENCE? (If yes, how many? ____ (NO) DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS? LANDOWNER(S): Ben Butler - to Mildred Coursey - to HIGHWAY PROJECT CLEARANCE YES NO If no, describe plan of address or other references:___ ADDITIONAL COMMENTS: REG.NO. R-15577 SIGN FILE NO. 27/12-03

REASON FOR REJECTION: _____

REJECTION DATE: ___

STATE OF Oklahoma

COUNTY OF

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PROTIND LEASE

LEASE NO.

I-2022-260466 07/21/2022 10:40 am
Book 0455 Page(s) 0635-0638
Fee: \$ 24.00 Doc: \$ 0.00
Emily VanVVorth - Choctaw County Clerk
State of Oklahoma

This Lease Agreement is made this 20 day of JUNE 2022 , by and between Dwayne Coursey of 63 Carter 370 Ellsinore Mo 63937 hereinafter called "Lessor" and Preview Outdoor Advertising LP: hereinafter called "Lessee".

Lessor does hereby lease and demise unto Lessee that area and airspace, hereinafter called "Site", and more fully described on Exhibit "A", attached hereto, necessary for the maintaining of one sign structure with advertising space of a size of Existing STACK Billboard, located upon the property belonging to Lessor described on Exhibit "A", attached hereto, for a term of 10 YEARS for a

Consideration Three Hundred Dollars per year Paid every Jan

Lessor represents that he or she is the owner of this property and warrants that he has full authority to enter into this lease.

- 2. Landowner will not block or plant trees that will block the advertisements, Billboard company can trim trees to clear view from Vehicle.
- 3. In the event that this Lease Agreement is ever terminated, Lessor shall refund to Lessee, within thirty (30) days, any unearned rental paid in advance to Lessor.
- 4. Billboard company and its authorized agents are hereby granted the right of ingress and egress to and from Billboard on property owned or controlled by Lessor for the purpose reasonably necessary for the erection, maintenance, changing, or removal of said sign structure.
- 5. Billboard company has landowner permission to have electric service to the billboard, or to assign this Lease.
- 6. Neither party is bound to any verbal agreements, only the terms of this lease. Following acceptance of this lease by both parties, it shall inure to the benefit

of and be binding upon the parties hereto and their respective tenants, heirs, successors, personal representatives, executors, administrators and assigns.

- 7. It is agreed that all structures, equipment, materials and fixtures placed on said property shall be and remain the property and trade fixtures of Lessee, and that Lessee is hereby granted a reasonable time to move -at its option -same prior to or after the termination of this Agreement, except for the underground structure.
- 8. Land owner will notify Billboard company if property is sold and send new address to new owner to receive payments
- 9. At the end of the term of this lease, Lessor and Lessee may renegotiate for an extension of this Lease, provided however, Lessor gives sixty (60) days written notice to Lessee prior to the expiration of this Lease of his intention. If said written notice is not received from Lessor as described herein, then this Lease shall be renewed for a period equal to that of the original term upon the same term and conditions.
 - 10. This lease is not cancellable in the event of the sale of property.
- 11. This lease is fully assignable by Lessee. In connection therewith, Lessor agrees that Lessee may pledge this lease and the leasehold interest hereunder together with Lessee's improvements located upon the leasehold as security for any loan owing or to be owed by Lessee, and in the event the secured party in said loan should take possession of the lease premises and the improvements located thereon, or should secured party or any third party obtain title to said leasehold estate and/or the improvements located thereon through foreclosure or any conveyance in lieu of foreclosure, Lessor agrees to substitute such third party or secured party as Lessee hereunder.

Further, in connection with any such pledge of the leasehold and/or the improvements located thereon as security for any loan, the Lessor does hereby subordinate any and all landlord's liens held by it against the premises and/or the personal property and/or improvements located thereon belonging to Lessee.

Terms Agreed Upon By:	
Lessee	Lessor D
Quly, 2022, by Dwayne Coursey_	acknowledged before me on the 8th day of
Notary Public, State of Oklahoma Missouri Missouri Notary State of Oklahoma Notary's Printed Name	AMY MACIOCH Notary Public - Notary Seal STATE OF MISSOURI Butter County My Commission Expires: Oct. 27, 2024 Commission # 03384373
Texas	NOTARY STAMPS. Or sed
STATE OF OKLAHOMA COUNTY OF §	
Notary Public, State of Texas Public Walone	acknowledged before me on the day of
Notary's Printed Name Becky Malone	BECKY MALONE My Notary ID # 126655984 Expires September 10, 2024

Exhibit A Billboard Located within this parcel. Billboard lease.

Ben Butler, to Midred Coursey to Dwayne Coursey

Legal Description , 3145-00-051-002-0-002-00-LOT 2 Block 51 Washington Heights



