



June 4, 2024

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

*Application # 8078 for Sign Registration
US-271, Leflore County
Property Owner: GV Leasing LLC*

Dear Mrs. Noman:

As was we discussed the enclosed application has been denied because the proposed sign site is unzoned and there are no commercial/industrial businesses within 600 ft. of your staked location. During the field review, it was noted that there are no other items for sale other than the sale of sod. There were no secondary commercial sales taking place at this sod farm. Sod farms are considered agricultural businesses and do not qualify for Outdoor Advertising Use.

Therefore, we are returning your application and all the requisite information provided.

If you have any questions or feel that these findings are incorrect, please contact this office at (405)521-3005.

I am sorry that we cannot issue a Permit in this instance but look forward to working with you on future endeavors.

Respectfully,

A handwritten signature in blue ink, appearing to read "Thomas Davis".

Thomas Davis
Transportation Supervisor
Outdoor Advertising Control Branch

TD

Enclosures

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

ok-41

FOR OFFICIAL USE ONLY		
MGR. INITIALS	3707 OWNER NO.	REG. NO.
\$100.00 FEE AMOUNT	8078 APPLICATION NO.	SIGN FILE NO.

OAC 3/27/2024

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: samla@summitlocations.com

Part II - LOCATION OF SIGN SITE

201 Located on Hwy.: HWY-271 202 Side of Hwy.: S 203 County Name: Le Flore 204 City Name: Spiro
 205 Nearest Intersecting Hwy.: hwy-112 206 Direction from Intersection: W 207 Distance from Intersection: 3.21 208 Distance from Right-of-Way: 120
 GPS Coordinates: Latitude: 35.268126822 Longitude: -94.5325418176

Part III - LAND OWNER INFORMATION (No. Assigned: 17732)

301 Land Owner's Name: GV Leasing LLC 302 Address: PO Box 126
 303 City: Spiro 304 State: OK 305 Zip Code: 74959
 306 Telephone No. (918)-649-5440 307 Have you enclosed proof of land use consent? YES NO

Part IV - PHYSICAL DESCRIPTION OF SIGN

401 DIMENSIONS: Height of Facing: 12 ft. (Cannot exceed 25 ft.) Width of Facing: 24 ft. (Cannot exceed 60 ft.) Overall Height Above Ground: 48' 6" ft. (No limit by state)
 402 TYPE OF SIGN: Single Side-by-Side Stacked V-Type (Cannot exceed 30 ft.) Back-to-Back Tri-Vision (Rotating Slats)
 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 501 - Is proposed location zoned? YES NO (If answer is no, then go directly to item 505.)
 502 - What is the zoning designation? _____ (Must be some type of commercial, industrial or business designation.)
 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.)

UNZONED AREA ONLY 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? Two State Sod Farm - Sod supplier
 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 271-40-22 DIV 2

REMARKS: **DENIED** (No Business) TTD Inspector Pre-review:

STATE OF: Ohio County of: Darke §
 Jessica Wise/Samla 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
 Notary Public, State of Ohio
 Printed Name: Samla Noman My Commission Expires: June 29, 2027

NOTARY PUBLIC:
 Subscribed and sworn to me this 18TH day of MARCH, 2024
 My commission expires: 06-29-2027
 Signature of Notary: Jessica Wise

FIELD CHECKLIST FOR PERMIT APPLICATIONS

APP.NO: 8078 REFERENCE NO: _____ DATE: 5/22/24 INSPECTOR: J. Davis

COUNTY: LeFlore DIVISION: 2 HIGHWAY: 4271 SIDE OF HIGHWAY: 5 D or U

CITY: _____ CONTROL SECTION: 271-40-22 R/W: 40'

BRIEF LOCATION DESCRIPTION: 3.21 mi. E. of SH-112

LEGAL DESCRIPTION: SE SE NE SECTION: 10 TWN.: 9-N RANGE: 26-E

LATITUDE: 35.268117 LONGITUDE: -94.532323 AERIAL SHT.: 16

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: 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: _____ N/A

COMMERCIAL OR INDUSTRIAL ACTIVITY(S): None
 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? 3)
- YES NO DOES APPLICANT HAVE PROPER RESIDENTIAL CONSENTS?

LANDOWNER(S): GTU Leasing LLC

VERIFICATION: Parlay 2.0 LeFlore County Assessors

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

ADDITIONAL COMMENTS: Sign site does not meet the business qualifications.

DENIED

APPROVAL DATE: _____ REG.NO. _____ SIGN FILE NO. _____

REJECTION DATE: 6/4/24 REASON FOR REJECTION: Not a business No Business within 600ft.

BUSINESS REVIEW

APPLICATION NO(S). 8078 Site Inspection No. 1

Time & Date of Inspection: 1:44 pm - 5/22/21 Inspector: J. Davis

Name of Business: Two State Sod Type: Agricultural

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

Distance from the Sign Site(s): 10' 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? Agricultural & Residential

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? M-F 9-5

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: Workers working on

Miscellaneous activities. No customers present during visit

Did you speak with anyone at the business site? Yes No If yes, list their name and their

relationship with the business: Jay - Employee

Additional comments and/or confirmations: Nothing for sale other than sod. There is no commercial activity taking place

Based on this field visit, does this business meet with HBA requirements? Yes No If no,

provide reason(s): Sod farm sales are agricultural sales.

Potential Highway Project Conflict Review

Application No.: 8078 or Registration No.: _____

Control Section: 271 - 40 - 22 Inters. Hwy Info.: 3.21 mi. W. SH 112

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

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 Conflicts

Inspector Name & Date: [Signature] 5/16/24

VALLARD CAMPBELL
District # 1 – Spiro
Shop: 918-962-9471

CODY COVEY
District # 2 – Poteau
Shop: 918-647-3600

JAMIE OLIVER
District # 3 - Heavener
Shop: 918-653-4494

**LEFLORE COUNTY
BOARD OF COUNTY COMMISSIONERS
310 KERR AVENUE
POTEAU, OKLAHOMA 74953
Telephone: 918-647-2527**

May 3, 2023

To whom it may concern:

Our records indicate no rural county properties are restricted by safety, building, zoning, or fire regulations. Neither are there any health codes/regulations in effect at this time. Leflore county does participate in the National Flood Insurance Program (NFIP) and a flood plain permit is required. Municipal entities may have their own set of codes and/or regulations. Please contact the appropriate municipality to ensure compliance within their city limits.

Respectfully,



Cody Covey, Chairman

Leflore County Commissioners



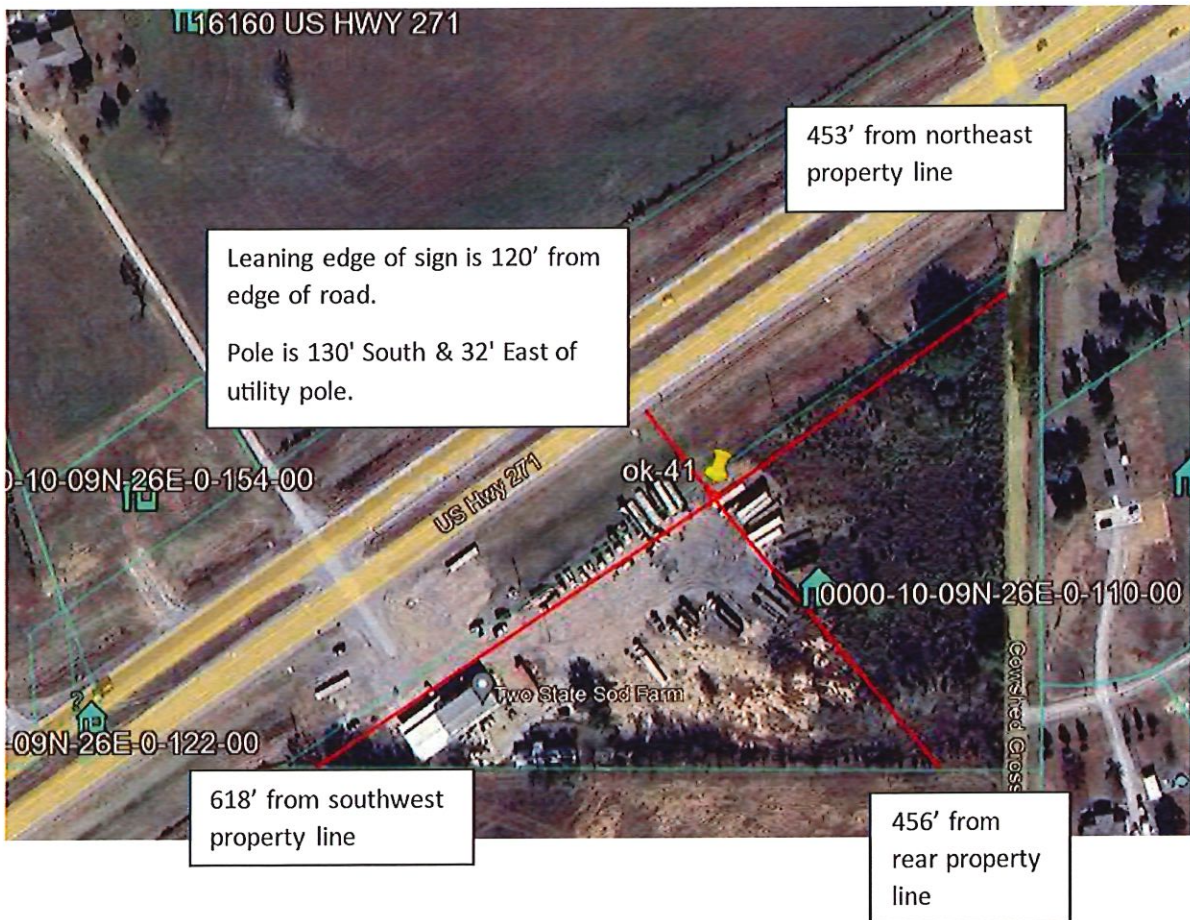
Owner: GV Leasing LLC

Address: 0000 Hwy 271, Spiro, OK 74959

Coordinates: 35.268126822, -94.5325418176

Parcel ID: 00001009N26E011000

NORTH



property line/row: ● - - - - ●

Existing Power Line: ● - - - - ●

STANDARD GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT made this **31st** day of **January 2024** by and between **GV Leasing 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 **South** side of **Hwy 271** and commonly known as **0000 Hwy 271, Spiro, OK 74959** and also known by the Parcel Number: **00001009N26E011000**; 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 271**.

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



Two State Sod Farm - Sod supplier

E Of City
Spiro, OK 74959

(918) 962-2374
Open · Closes 5 PM

Learn more in [Google Maps](#)



BRADBERRY

00

0000-11-09N-26

0341-0

15949

N4770

d Crossing Rd

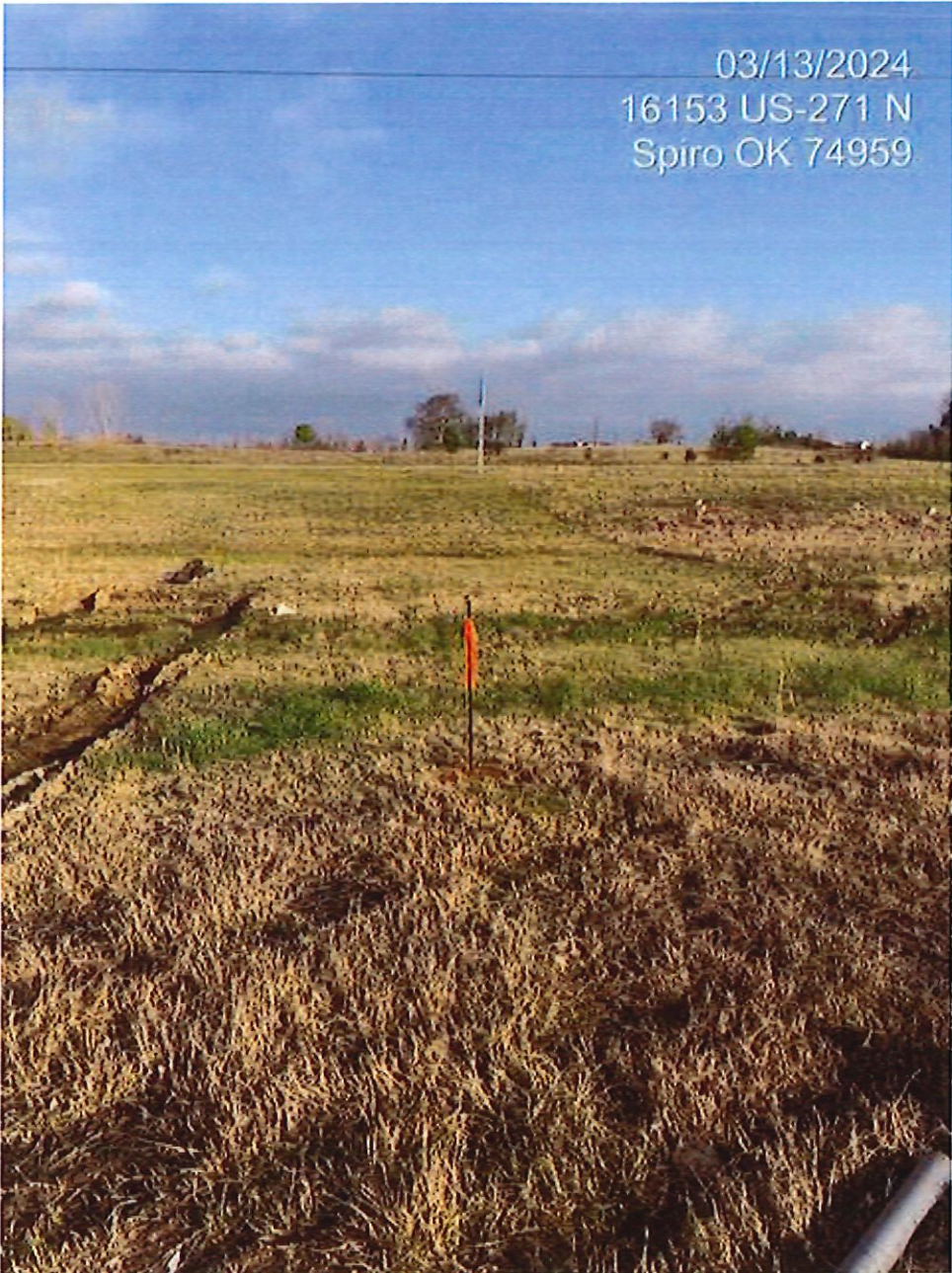
Two State Sod Farm

E-0-122-00

03/13/2024
16153 US-271 N
Spiro OK 74959



03/13/2024
16153 US-271 N
Spiro OK 74959



03/13/2024
16153 US-271 N
Spiro OK 74959



03/13/2024
16153 US-271 N
Spiro, OK 74959





FEE RECEIPT 34549

OWNER NUMBER 3707

DATE 04/02/2024

TO: SUMMIT LOCATIONS LLC

PO BOX 1551

MIAMI OK ZIP 74355

PAID BY: CREDIT CARD

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
PERMIT: Application	1	100.00	100.00
Renewal	0	0.00	0.00
Penalty	0	0.00	0.00
LICENSE: Application		0.00	0.00
Renewal		0.00	0.00
Penalty	0	0.00	0.00
REGISTRATION: Dup. Certificate	0	0.00	0.00
Dup. Tag	0	0.00	0.00
Penalty			
TRANSFER:	0	0.00	0.00
OTHER:	0	0.00	0.00
Total Amount Paid	1		100.00

KEEP YOUR RECEIPT

Any questions regarding this transaction must be accompanied by this receipt or must reference this receipt number and your owner number.

This is not a bill - Thank you for your payment!

8078