

Assignment of Grant of Permanent Easement Agreement

This Assignment of Grant of Permanent Easement Agreement ("Assignment") is between Spirit Digital, L.L.C., an Oklahoma limited liability company, ("Spirit Digital") to Native Digital LLC, an Oklahoma limited liability company, ("Native Digital").

Recitals

A. On April 24, 2017, effective July 29, 2014, Deborah L. Dudman Revocable Trust as Grantor conveyed a permanent, perpetual easement across certain lands in Oklahoma County, Oklahoma to Spirit Digital by Grant of Permanent Easement Agreement (the "Easement Agreement") filed of record on April 26, 2017 in Book RE13418, Page 534 of the Oklahoma County Clerk's records.

B. Specifically, the Easement Agreement granted Spirit Digital an exclusive, perpetual easement over and across the lands described in Exhibit A for the use and benefit of Spirit Digital for the purpose of constructing, maintaining, servicing, repairing, improving, relocating and/or replacing an outdoor advertising display sign and for ingress and egress to the sign over and across the lands described in Exhibit B.

C. Spirit Digital now wishes to convey the Easement Agreement to Native Digital, and Native Digital wishes to accept such assignment.

Agreement

For and in consideration of the terms, conditions, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Transfer and Assignment.** Spirit Digital hereby sells, transfers, assigns, delivers, and conveys to Native Digital, its successors and assigns, all of Spirit Digital's right, title, and interest in, to, and under the Easement Agreement as of the date of this Assignment.
2. **Assumption of Obligations.** Native Digital hereby assumes and agrees to observe and perform all obligations and duties of Spirit Digital under the Easement Agreement from and after the date of this Assignment.
3. **Binding Effect.** This Assignment is binding on and inures to the benefit of the parties and their respective heirs, executors, personal representatives, successors, and assigns.

Signed and delivered the __ day of January, 2021.

Spirit Digital, LLC,
an Oklahoma limited liability company

By: Kelli Lay
Printed Name: Kelli Lay
Title: Vice President

Native Digital, LLC,
an Oklahoma limited liability company

By: Kelli Lay
Printed Name: Kelli Lay
Title: Vice President

Exhibit A
Legal Description of Sign Easement

A tract of land being a portion of Lot Two (2) in WINANS THIRD ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, lying within the Northeast Quarter (NE:4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northwest corner of Lot One (1), Block One (1) of said WINANS THIRD ADDITION:

THENCE South 00°28'14" East, along the west line of said Lot One (1) extended, a distance of 158.57 feet to a point on the north line of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647;

THENCE North 89°38'18" East, along the north line of said tract, a distance of 56.56 feet to the POINT OF BEGINNING:

THENCE continuing North 89°38'18" East, along the north line of said tract, a distance of 60.00 feet to a point on the east line of said Lot Two (2);

THENCE South 06°04'27" East, along said east line, a distance of 40.20 feet;

THENCE South 89°38'18" West, parallel with the north line of said tract, a distance of 64.00 feet;

THENCE North 00°21'42" West, perpendicular to the north line of said tract, a distance of 40.00 feet to the POINT OF BEGINNING.

The above described sign easement being a three-dimensional easement 9.00 feet in width at ground level 9.00 feet south of and parallel with the north line of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647 to a height of Twenty-five (25) feet above the ground. Then said easement will widen to a width of 40.00 feet being 40.00 feet south of and parallel with said north line.

Said described tract of land contains an area of 2,480 square feet or 0.0569 acres, more or less.

Prepared by:
Darin L. Raibourn, PLS No. 1637
Smith Roberts Baldischwiler, LLC
100 N.E. 5th Street
Oklahoma City, OK 73104
(405) 840-7094
April 7, 2017

Exhibit B
Legal Description of Access Easement

A tract of land being a portion of Lot Two (2) and a portion of the vacated 20 foot north/south alley in WINANS THIRD ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, lying within the Northeast Quarter (NE¹/₄) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northwest corner of Lot One (1), Block One (1) of said WINANS THIRD ADDITION;

THENCE South 89°38'18" West, along the north line of said WINANS THIRD ADDITION, a distance of 10.00 feet to the centerline of said north/south alley;

THENCE South 00°28'14" East, along said centerline, a distance of 158.57 feet to the northwest corner of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647;

THENCE North 89°38'18" East, along the north line of said tract, a distance of 126.56 feet to a point on the east line of said Lot Two (2);

THENCE South 06°04'27" East, along said east line, a distance of 9.04 feet;

THENCE South 89°38'18" West a distance of 102.45 feet;

THENCE South 44°35'02" West a distance of 21.19 feet to a point on the east line of said north/south alley;

THENCE South 00°28'14" East, along said east line, a distance of 107.44 feet;

THENCE South 89°38'18" West a distance of 20.00 feet to a point on the west line of said north/south alley;

THENCE North 00°28'14" West, along said west line, a distance of 131.44 feet;

THENCE North 89°38'18" East a distance of 10.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 3.794 square feet or 0.0871 acres, more or less.

Prepared by:

Darin L. Raibourn, PLS No. 1637
Smith Roberts Baldischwiler, LLC
100 N.E. 5th Street
Oklahoma City, OK 73104
(405) 840-7094
April 7, 2017

AFTER RECORDING RETURN TO:

Spirit Digital, L.L.C.
P.O. Box 19608
W Oklahoma City OK 73154



20170426010572490
04/26/2017 09:49:53 AM
Bk:RE13410 Pg:534 Pgs:10 EASE
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
David B. Hooten

(SPACE ABOVE RESERVED FOR RECORDING PURPOSES)

GRANT OF PERMANENT EASEMENT AGREEMENT

THIS GRANT OF PERMANENT EASEMENT AGREEMENT (the "Agreement") dated effective as of July 29, 2014 ("Effective Date") is entered into by and between Deborah L. Dudman Revocable Trust (the "Grantor"), and Spirit Digital, L.L.C., an Oklahoma limited liability company (the "Grantee").

RECITALS

Grantor is the owner of certain real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

Grantee desires to construct, operate and maintain an outdoor advertising display (the "Sign") upon the Property; and

As of the Effective Date, Grantor has agreed to grant unto Grantee a permanent, perpetual easement on or across a portion of the Property, as applicable, as more particularly described on Exhibit "B" attached hereto and made a part hereof, for the purposes of constructing, operating and maintaining the Sign, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration, the parties agree as follows:

1. Grant of Easement to Grantee; Purpose of Easement. Grantor hereby grants to Grantee an exclusive, perpetual easement (i) over and across those parts of the Property, as set forth on Exhibit "B", for the use and benefit of Grantee, for the purpose of constructing, operating, maintaining, servicing, repairing, improving, relocating and/or replacing the Sign (the "Sign Easement") and (ii) over and across those parts of the Property, as set forth on Exhibit "B", for ingress and egress to the Sign ("Access Easement") (the Sign Easement and the Access Easement are sometimes collectively referred to collectively as the "Easements"). The rights appurtenant to the above described purpose of this grant shall include a right of ingress and egress, air rights over buildings, a right for in-ground and above-ground electrical/utility service, a right to maintain telecommunication devices, and a right of view (which is to be construed as freedom from obstruction from vegetation or improvements on the Property that would obstruct the view of any portion of the Sign from all adjoining streets, highways and other roadways). Grantor agrees that it shall cooperate with Grantee in the obtaining of any permits, variances, licenses, permissions, governmental approvals or other authorizations necessary for the construction and operation of the Sign, as Grantor shall from time-to-time request. Grantor, or

its agents, will trim and remove any or all trees, vegetation, or other obstructions on the Property upon notice from Grantee if and when Grantee reasonably deems it necessary to prevent obstruction of the view of the Sign as aforementioned. Further, Grantor agrees that it shall not erect, nor directly or indirectly permit to be erected, structures, buildings, improvements, or landscaping (including the planting of trees or vegetation) upon the Property that would obstruct the view of the Sign as aforementioned, or which would unreasonably restrict Grantee's access thereto.

2. **Easement Exclusivity.** All rights of Grantee pertaining to the Easements described herein, including, inter alia, the right of ingress and egress to and from the Sign, shall be exclusive, and further, Grantee shall have the exclusive right as to the Property to prohibit obstruction of the view of the Sign described in Section 1 above, so as to permit Grantee to enjoy the use and benefits provided for in this Agreement, and to construct, operate, maintain, service, repair, improve, relocate and/or replace the Sign.

3. **Sign Ownership.** Grantee shall be responsible for maintaining the Sign, its structures and the billboard equipment, and all related items of Grantee (sometimes, collectively the "Personalty"), located at the Property. Grantee shall own all of the foregoing, and Grantee may mortgage or otherwise encumber, convey, hypothecate, remove, modify and otherwise deal with, in any manner, the easement and rights granted herein, the Sign and other Personalty, and appurtenances thereto, as it shall from time to time desire, freely and unfettered by Grantor. It is expressly acknowledged by Grantor that Grantor has no rights, title or interest in or to the Personalty or the Easements, except the inchoate reversionary interest in said Easements.

4. **Alternate Sign Location in Case of Condemnation.** Notwithstanding the location of the Sign identified on Exhibit "B", in the event that said Sign location, as identified on Exhibit "B", is taken by a governmental or quasi-governmental authority having jurisdiction over the location, through condemnation or other similar action ("Condemnation Action"), Grantee shall be entitled to relocate the Sign to an alternate location upon or in close proximity to the Property, to be determined by mutual agreement of the parties ("Alternate Sign Location"), and the Grantee shall be granted permanent easements, and all appurtenant rights thereto, identical in all respects to the Easements described in this Agreement, except as to location.

Alternatively, and as determined in Grantee's sole discretion, Grantee may contest such Condemnation Action, and Grantor shall join in such contest, and shall be responsible for such contest with regard to the fee interests, and the parties shall fully cooperate in such regard, each party being fully responsible for its own costs and attorney's fees. Further, Grantee may negotiate a settlement award for such Condemnation Action without the consent from Grantor to any ultimately agreed to award.

To the extent that an award is arrived at, Grantee may elect, as determined in its sole discretion, to proceed, as its exclusive course of action, as follows, but not otherwise:

- a) Grantee may relocate the Sign to the Alternate Sign Location, in which case Grantee shall be entitled to the portion of the award reasonably attributable to the relocation and related costs of said Sign thereto. In this regard, the portion of the

award which is attributable to the taking of the Easements per se, and the fee interest in the land, shall be the sole property of the Grantor; or

- b) Grantee may elect to not relocate the Sign, in which case the Grantee shall remove the Sign, and be entitled to the award attributable to the cost of removal and related costs, and the value of the Easement(s) portions of the award (and any other value including, but not limited to, the Sign in place, present and future income streams, the value of all permits, and all other intangibles), and the balance of said award shall become the sole property of the Grantor with regard to the taking of the fee interest in the land upon which the Sign Easement is located.

In the event that neither the existing Sign location nor the Alternate Sign Location is available as a Sign location because of a Condemnation Action, the Grantor agrees to grant the Grantee the right to relocate the Sign to a location to be mutually agreed upon by both Grantor and Grantee (the "Second Alternate Sign Location"), and this Agreement shall be modified to account for said Second Alternate Sign Location, but shall otherwise remain unmodified and in full force and effect.

In the event the Sign is relocated to the Second Alternate Sign Location, the Grantor and Grantee shall share the Condemnation Action award proceeds as described in Section 4.(a), above; in the event Grantor and Grantee cannot agree on a mutually acceptable Second Alternate Sign Location, the Grantor and Grantee shall share the Condemnation Award proceeds as described in Section 4.(b), above.

5. **Successors and Assigns; Counterparts.** The Easements created herein shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and shall run with the land. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which taken together shall be deemed one Agreement.

6. **Notices.** All notices pursuant to this Agreement shall be deemed given when personally delivered to the party to whom it is directed, or in lieu of personal delivery, on the second business day after the same is deposited in the United States mail, postage prepaid, sent Certified Mail, Return Receipt Requested, addressed as follows:

If to Grantor:
Deborah L. Dushman Trust
824 NW 15th Street
Oklahoma City, OK 73106

If to Grantee:
Spirit Digital, L.L.C.
PO Box 18608
Oklahoma City, Oklahoma 73154
Attn: Kelli Lay

With a copy to:
Crowe Dunlevy
324 N Robinson Ave #100
Oklahoma City, OK 73102
Attn: Eric Fisher

Either party may change their address for the purposes of this paragraph by giving notice of the changed address to the other party in the manner provided for above.

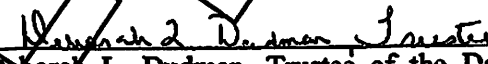
7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

8. **Authority.** Grantor warrants and represents that it is the record owner of the Property, that the person signing on behalf of Grantor has the right and authority to execute this Agreement on behalf of Grantor, that the Grantor has the power and right to grant, sell, and convey the rights set forth herein to Grantee, together with all privileges, licenses, easements, rights of way, appurtenances, fixtures and improvements thereon including, without limitation, abutter's rights and title to all land underlying roadways and rights adjacent thereto, and warrants the title to the same.

TO HAVE AND TO HOLD said described Property and Easements granted herein unto the said Grantee, its successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature or kind, and Grantor shall defend and indemnify Grantee against all loss, costs and expense arising from claims regarding same.

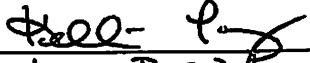
EXECUTED this 24 day of April, 2017 but effective as of the Effective Date.

GRANTOR:


Deborah L. Dudman, Trustee of the Deborah L. Dudman Revocable Trust

GRANTEE:

SPIRIT DIGITAL, L.L.C., an Oklahoma limited liability company

By: 
Its: V. Co. President

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

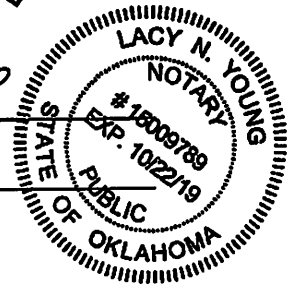
I hereby certify that before me, a Notary Public in and for said county and state, personally appeared Deborah L. Dudman, Trustee of the Deborah L. Dudman Revocable Trust, to me known to be the identical person who executed the within and foregoing Grant of Permanent Easement Agreement and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of Deborah L. Dudman, Trustee of the Deborah L. Dudman Revocable Trust, for the uses and purposes therein set forth.

WITNESS, my hand and official seal this 24th day of April, 2017.

(SEAL)

My Commission Expires:
10/22/2019

Notary Public
Comm. No.: 15009789



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

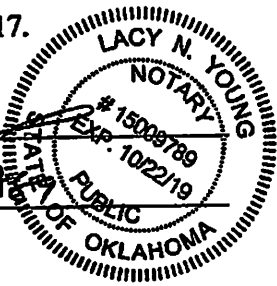
I hereby certify that before me, a Notary Public in and for said county and state, personally appeared Helli [Signature], to me known to be the identical person who executed the within and foregoing Grant of Permanent Easement Agreement and acknowledged to me that she executed the same as her free and voluntary act and deed, and the free and voluntary act and deed of Spirit Digital, L.L.C., for the uses and purposes therein set forth.

WITNESS, my hand and official seal this 24th day of April, 2017.

(SEAL)

My Commission Expires:
10/22/2019

Notary Public
Comm. No.: 15009789



UNO

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A tract of land lying in the Northeast Quarter (NE/4) of Section Twenty-Eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, being in Block One (1), WINAN'S THIRD ADDITION, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

Commencing at a point 150.00 feet East of the East line of Broadway on the South side of 23rd Street, being also the Northwest Corner of Lot One (1), said Block One (1);

Thence South 00°28'14" East along the West line of said Block One (1), a distance of 158.57 feet to the POINT OF BEGINNING;

Thence North 89°38'18" East a distance of 116.56 feet to a point on the West property line of A. T. & S. F. Railway Company;

Thence South 06°04'27" East along said West line of A. T. & S. F. Railway Company, a distance of 202.44 feet;

Thence South 89°38'18" West along the South line of Lot Five (5), said Block One (1), a distance of 136.33 feet to Southwest corner of said Lot Five (5);

Thence North 00°28'14" West along the West line of said Lot Five (5), and along the West line of Lot Four (4) said Block 1, a distance of 70.00 feet;

Thence 89°38'18" West a distance of 10.00 feet to the Centerline of the vacated alley in said Block One (1);

Thence North 00°28'14" West, along the Centerline of said vacated alley, a distance of 131.43 feet;

Thence North 89°38'18" East a distance of 10.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION OF SIGN EASEMENT

A tract of land being a portion of Lot Two (2) in WINANS THIRD ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, lying within the Northeast Quarter (NE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northwest corner of Lot One (1), Block One (1) of said WINANS THIRD ADDITION;

THENCE South 00°28'14" East, along the west line of said Lot One (1) extended, a distance of 158.57 feet to a point on the north line of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647;

THENCE North 89°38'18" East, along the north line of said tract, a distance of 56.56 feet to the POINT OF BEGINNING;

THENCE continuing North 89°38'18" East, along the north line of said tract, a distance of 60.00 feet to a point on the east line of said Lot Two (2);

THENCE South 06°04'27" East, along said east line, a distance of 40.20 feet;

THENCE South 89°38'18" West, parallel with the north line of said tract, a distance of 64.00 feet;

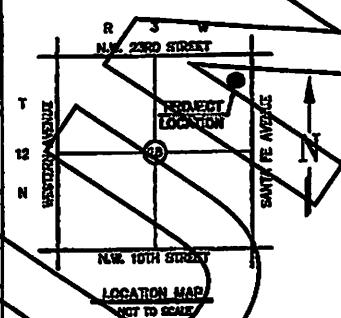
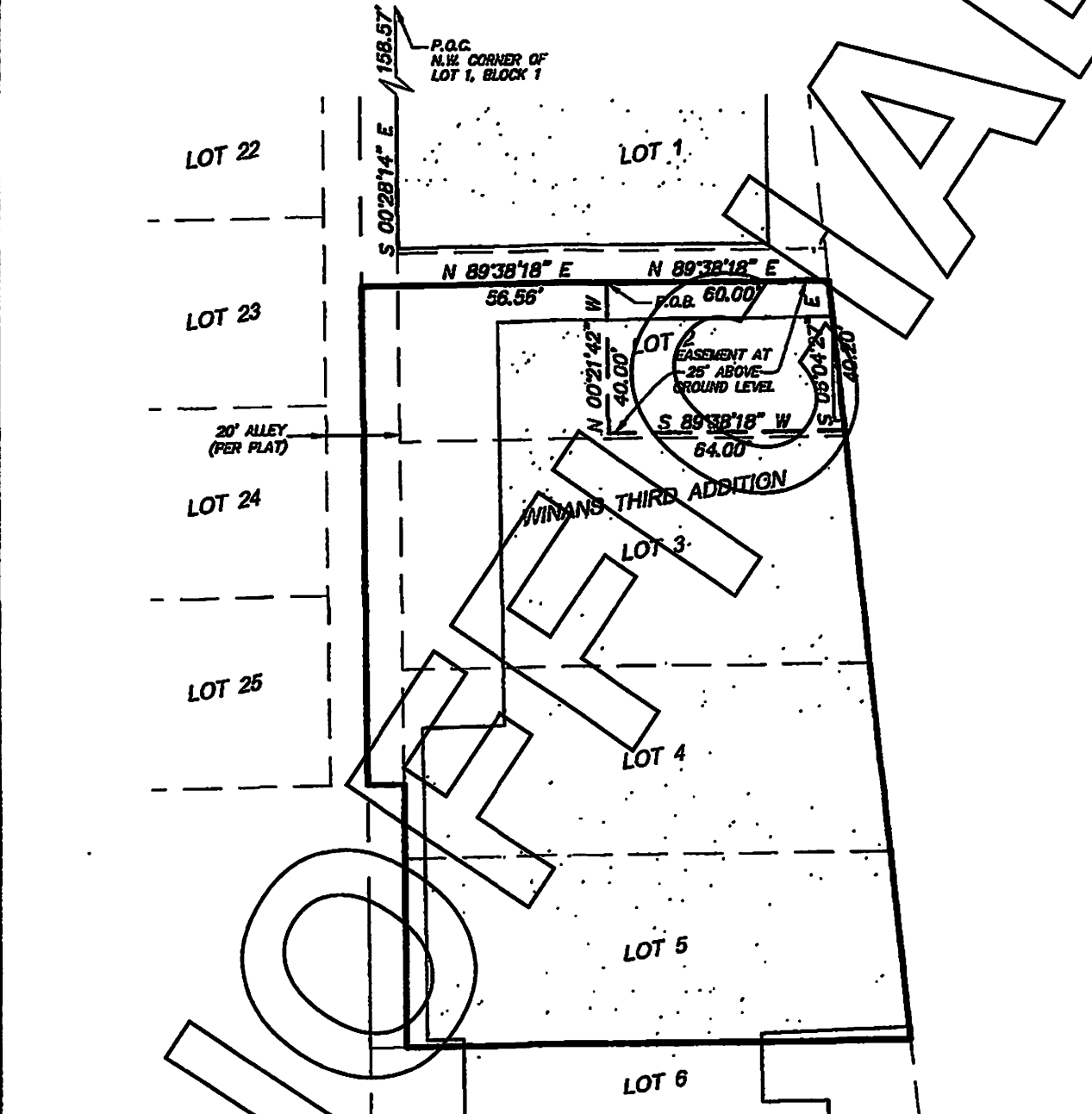
THENCE North 00°21'42" West, perpendicular to the north line of said tract, a distance of 40.00 feet to the POINT OF BEGINNING.

The above described sign easement being a three-dimensional easement 9.00 feet in width at ground level 9.00 feet south of and parallel with the north line of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647 to a height of Twenty-five (25) feet above the ground. Then said easement will widen to a width of 40.00 feet being 40.00 feet south of and parallel with said north line.

Said described tract of land contains an area of 2,480 square feet or 0.0569 acres, more or less.

Prepared by:
Darin L. Raibourn, PLS No. 1637
Smith Roberts Baldischwiler, LLC
100 N.E. 5th Street
Oklahoma City, OK 73104
(405) 840-7094
April 7, 2017

EXHIBIT "A"



ENGINEERS SURVEYORS PLANNERS
SMITH ROBERTS BALDISCHWILER, LLC
 110 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
 TELEPHONE: (405) 940-7094

DRAFT

EXHIBIT "B"
LEGAL DESCRIPTION OF ACCESS EASEMENT

A tract of land being a portion of Lot Two (2) and a portion of the vacated 20 foot north/south alley in WINANS THIRD ADDITION to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, lying within the Northeast Quarter (NE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northwest corner of Lot One (1), Block One (1) of said WINANS THIRD ADDITION;

THENCE South 89°38'18" West, along the north line of said WINANS THIRD ADDITION, a distance of 10.00 feet to the centerline of said north/south alley;

THENCE South 00°28'14" East, along said centerline, a distance of 158.57 feet to the northwest corner of the tract of land described in that certain WARRANTY DEED recorded in Book 6817, Page 1647;

THENCE North 89°38'18" East, along the north line of said tract, a distance of 126.56 feet to a point on the east line of said Lot Two (2);

THENCE South 06°04'27" East, along said east line, a distance of 9.04 feet;

THENCE South 89°38'18" West a distance of 102.45 feet;

THENCE South 44°35'02" West a distance of 21.19 feet to a point on the east line of said north/south alley;

THENCE South 00°28'14" East, along said east line, a distance of 107.44 feet;

THENCE South 89°38'18" West a distance of 20.00 feet to a point on the west line of said north/south alley;

THENCE North 00°28'14" West, along said west line, a distance of 131.44 feet;

THENCE North 89°38'18" East a distance of 10.00 feet to the POINT OF BEGINNING.

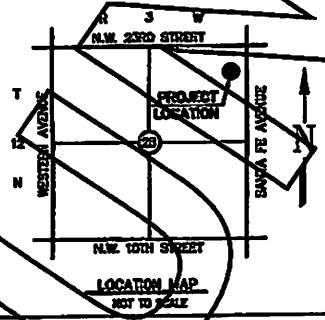
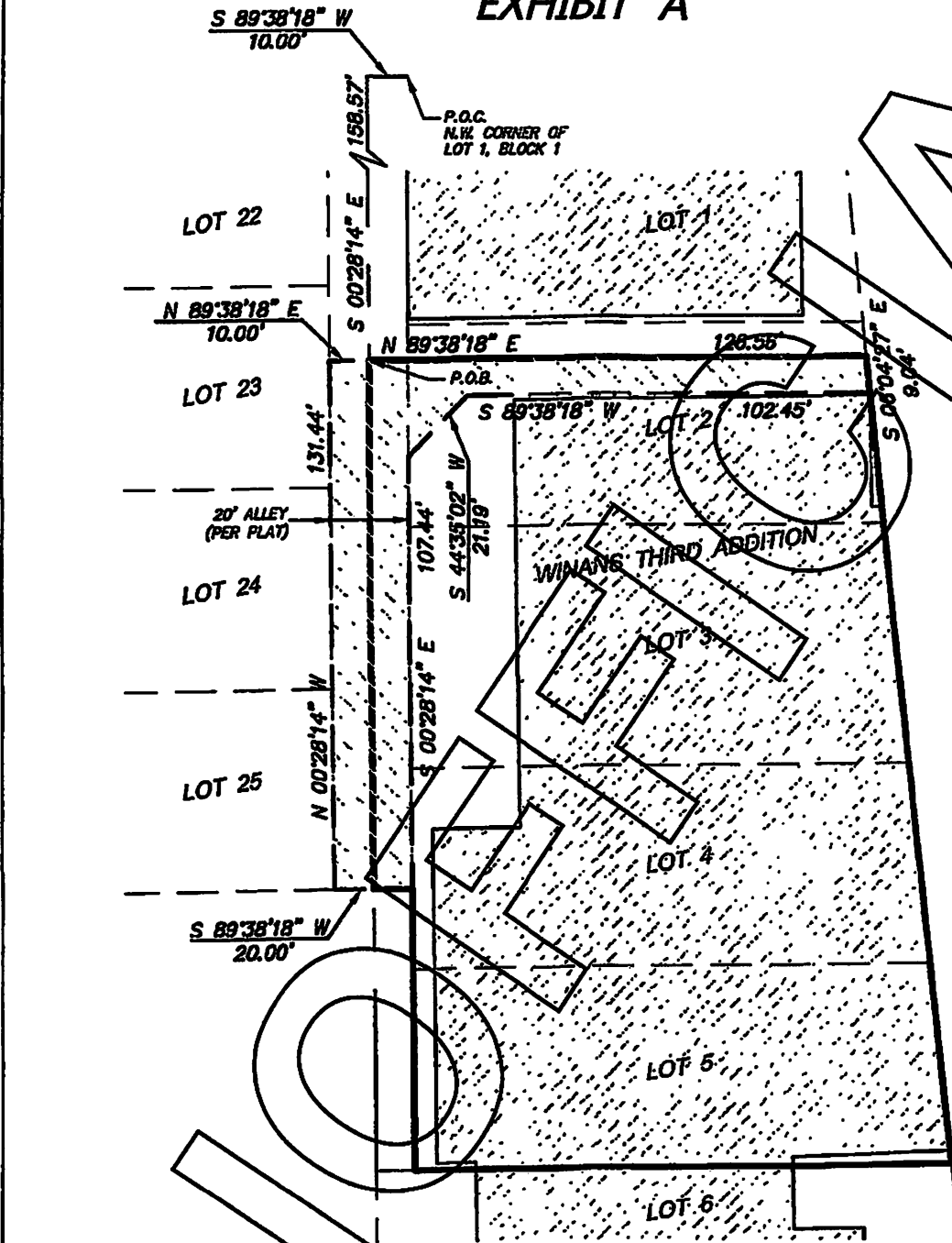
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Prepared by:

Darin L. Raiborn, PLS No. 1637
Smith Roberts Baldischwiler, LLC
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April 7, 2017



EXHIBIT "A"



ENGINEERS SURVEYORS PLANNERS
SMITH ROBERTS BALDISCHWILER, LLC
110 NE 5th STREET - OKLAHOMA CITY, OKLAHOMA 73104
TELEPHONE: (405) 840-7094