I-2020-193015 Book 0708 Pg: 382 08/20/2020 9:39 am Pg 0382-0386 \$ 26.00 Doc: \$ 0.00 Tammy Malone - Craig County Clerk State of Oklahoma

# ASSIGNMENT OF LEASES

# KNOW ALL MEN BY THESE PRESENTS:

This Assignment of is executed on this day of August, 2020, by Lisa Janine Helm and Dwight H. Helm, husband and wife, Gina Gayle Gammill, a single person, and Tara Kyle Hargrove and Nolan Hargrove, husband and wife, (the "Assignors") and Cherokee Nation Property Management, LLC, a Cherokee Nation limited liability company (the "Assignee").

#### WITNESSETH:

WHEREAS, by Deed, Assignors did grant, bargain, sell and convey unto that certain tract of real property situated in Craig County, Oklahoma, more particularly described on Exhibit "A" attached hereto, (the "Property").

WHEREAS, Assignor is the holder of those certain lease agreements between Assignors and Boyce Investments, LLC d/b/a All American Outdoor Advertising Company, Inc., recorded in Book 467 at Page 577; and Book 467 at Page 579; and Book 706 at Page 669; and Book 706 at Page 663, (the "Leases") in the office of the Craig County Clerk.

WHEREAS, Assignors desire to assign, transfer and convey to Assignee all of the respective rights, benefits and payments of the Assignors in and to the Leases;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby BARGAIN, SELL, ASSIGN, TRANSFER and DELIVER unto Assignee, the Leases together with all the rights, titles, interests, privileges, and benefits thereunder or thereto in any manner belonging.

IN WITNESS WHEREOF, Assignors have executed and delivered this assignment as of the day and year first above written.

Assignors:

isa Janiné Helm

Dwight H. Helm

Gina Gayle Gammill

Lisa Janine He/1m Attorney in Fact

Tara Kyle Hargrove

File No. G-104356

RECORD & RETURN TO: 6-104356 **GUARANTY TITLE COMPANY** 320 SOUTH BOULDER TULSA, OKLAHOMA 74103

I-2020-193015 Book 0708 Pg 383 08/20/2020 9:39 am Pg 0382-0386 Fee: \$ 26.00 Doc: \$ 0.00 Tammy Malone - Craig County Clerk State of Oklahoma

## Nolan Hargrove

# **ACKNOWLEDGMENT**

STATE OF OKLAHOMA	)
COUNTY OF Craig	)ss. )
On this 19th day of Aug for the County and State aforesa	gust, 2020, before me, the undersigned, a Notary Public, in and id, personally appeared Lisa Janine Helm and Dwight H.
	nown to be the identical person(s) who executed the within and ledged to me that this instrument was executed as a free and s and purposes therein set forth.
Given under my hand and s	seal of office the day and year last above written.
My Commission Expires:	Notary Public
2/28/2022	RHONDA S. BEAUTTE Ottawa County Notary Public in and for State of Oklahoma Communication # 02003649, Expires

I-2020-193015 Book 0708 Pg: 384 08/20/2020 9:39 am Pg 0382-0386 Fee: \$ 26 00 Doc: \$ 0.00 Tammy Malone - Craig County Clerk State of Oklahoma

## **ACKNOWLEDGMENT**

SOLDIENT OF CO.	
COUNTY OF Course	
On this // day of August, 2020, before me, the undersigned, a Notary Public, in a	and
for the County and State aforesaid, personally appeared Gina Gayle Gammill, a single personally	on.
to me known to be the identical person(s) who executed the within and foregoing instrument a	and
acknowledged to me that this instrument was executed as a free and voluntary act and deed,	for

Given under my hand and seal of office the day and year last above written.

My Commission Expires:

2/28/2002

the uses and purposes therein set forth.

STATE OF OKLAHOMA

RHONDA S. BEAUTTE
Otlawa County

Otlawa County
Notary Public in and for
State of Oklahoma
Commission # 02003649 Expires

File No. G-104356

I-2020-193015 Book 0708 Pg. 385 08/20/2020 9:39 am Pg 0382-0386 Fee: \$ 26 00 Doc: \$ 0.00 Tammy Malone - Craig County Clerk State of Oklahoma

## **ACKNOWLEDGMENT**

STATE OF OKLAHOMA )	· ·
COUNTY OF Craig )so	5.
. /	
On this <u>///</u> day of August, 2	2020, before me, the undersigned, a Notary Public, in and
for the County and State aforesaid, I	personally appeared Tara Kyle Hargrove and Nolan
Hargrove, husband and wife, to me kno	own to be the identical person(s) who executed the within
and voluntary act and deed, for the uses	edged to me that this instrument was executed as a free
and vortainary not used accu, for the uses	and purposes dierem set form.
Given under my hand and seal o	f office the day and year last above written.
My Commission Expires:	Notary Public
•	Notary Public
2/2812002	RHONDA S. BEAUTTE
	If (seal )   Ottawa County
	Notary Public in and for State of Oklahoma
	Commission # 02003649 Expires

I-2020-193015 Book 0708 Pg: 386 08/20/2020 9:39 am Pg 0382-0386 Fee: \$ 26 00 Doc: \$ 0.00 Tammy Malone - Craig County Clerk State of Oklahoma

#### Exhibit "A"

The Land is described as follows:

A tract lying in the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) and the Southwest Quarter of the

Northwest Quarter (SW/4 NW/4) of Section Twenty-Three (23), Township Twenty-five (25) North, Range Twenty (20) East of the Indian Meridian, Craig County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as:

Commencing at the Southwest corner of said SW/4 NW/4 of said Section 23; thence N 01° 44′ 58″ W 48.17 feet to the point of beginning; thence N 01° 44′ 58″ W 60.46 feet; thence S 67° 13′ 45″ E 939.35 feet; thence N 22° 46′ 13″ E 20.00 feet; thence S 67° 13′ 47″ E 74.70 feet; thence 360.51 feet along a curve to the right, having a radius of 1830.10 feet, a central angle of 11° 17′ 12″, and a chord bearing of S 61° 35′ 11″ E 359.93 feet; thence S 88° 21′ 37″ W 588.38 feet; S 01° 38′ 23″ E 98.41 feet; thence S 88° 21′ 37″ W 384.62 feet; thence N 01° 38′ 23″ W 496.49 feet; thence N 67° 13′ 47″ W 296.61 feet to point of beginning.

#### **AND**

A tract commencing at the Southwest corner of SW/4 NW/4 of said Section 23; thence N 01° 44′ 58" W 159.87 feet to the point of beginning; thence S 67° 16′ 25" E 1027.42 feet; thence 354.81 feet along a curve to the right having a radius of 1860.08 feet and a delta angle of 10° 55′ 45"; thence S 01° 44′ 58" E 32.23 feet; thence 360.51 feet along a curve to the left having a radius of 1830.10 feet and a delta angle of 11° 17′ 12"; thence N 67° 13′ 47" W 74.70 feet; thence S 22° 46′ 13" W 20.00 feet; thence N 67° 13′ 45" W 939.35 feet; thence N 01° 44′ 58" W 51.4 feet to the point of beginning.

# Boyce Investments, LLC Dba All American Outdoor Advertising Company LAND LEASE AGREEMENT

This Outdoor Advertising Land Lease Agreement ("Lease") is executed this 5th Day of November, 2018, known as the "Effective Date"; by and between Boyce Investments, LLC Dba All American Outdoor Advertising Company ("Lessee"), and Lisa Janine Helm, Gina Gayle Gammill, and Tara Kyle Hargrove, tenants in common (Lessor(s)).

Upon full execution by all parties, this Agreement hereby supersedes and replaces the Outdoor Advertising Lease Agreement executed the 1st Day of July, 1999 by and between All American Outdoor Advertising, Inc. ("Lessee") and Lynn Blevins and/or Buffalo Ridge Country Club ("Lessor") filed with Craig Country and recorded in Book 0467, Pages 577-578, and successive Amendment to said lease dated June 30, 2000, and recorded in Book 0476 on Page 091, to which Lessor became an assignee upon acquisition of subject property, and also supersedes and replaces the subsequent Amendment dated August 23, 2011, between Boyce Investments, LLC dba All American Outdoor Advertising Company (Lessee) and Franks & Son, Inc., an Oklahoma Corporation (Lessor).

In consideration of the mutual covenants and representations herein contained, Lessor(s) and Lessee agree as follows:

Property Description: In consideration of the rent provided for in this Lease, Lessor(s) leases to Lessee real property belonging to Lessor(s) located on US Highway 60 in Craig County, in the State of Oklahoma, (referred to herein as the "Leased Premises") and more particularly identified in the legal description attached hereto as Exhibit A and made a part hereof.

Use of Property: Lessor(s) hereby leases to Lessee the attached described real estate, Exhibit A (the "Leased Premises") for the purpose of erecting, operating, repairing, improving, modifying, upgrading to Digital LED faces or other technologies, removing and maintaining (1) existing outdoor advertising structure with approximately 10'6"x26' Advertising Display(s) identified herein this day as Asset #48 in Lessee's records. The Advertising Display(s) to be; painted, reflectorized, printed, illuminated, or otherwise, including necessary structures, devices, power poles and connections. Lessor(s) hereby grants to Lessee, any agent of Lessee, and/or any subcontractor working on behalf of Lessee with the free right of ingress and egress, by all means, over so much of the Leased Premises as may be required for the temporary and intermittent staging of maintenance trucks, equipment, and/or personnel for the purpose of erecting, operating, repairing, maintaining, improving, modifying, upgrading and removing the advertising display, including all necessary utility service, as well as the removal of brush, trees, or obstructions impairing the full use of the ground space for which this Land Lease Agreement is made:

Binding Effect: The Lessor(s) represents and warrants that he/she is the owner(s) or the authorized agent of the owner of the Leased Premises described herein or attached hereto and that Lessor(s) has the right and authority to enter into this Lease. It is specifically intended that the rights, benefits, and liabilities created hereunder shall run with the Leased Premises for the term of this lease and are thereby binding upon and inure to the benefit of Lessor(s), Lessee, and their respective heirs, personal representatives, assigns, and successors. This agreement may be assigned by either party. Lessor(s) agrees to notify Lessee of a change or transfer in ownership or control of Leased Premises thirty (30) days in advance of such change. Lessor(s) also agrees to give the new owners formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

Term: The term of this Agreement shall commence on the later of the date first written above known as the "Effective Date" or the date of completion of the Advertising Display(s) on the Leased Premises, including the connection of electrical services to the Advertising Display(s), and shall continue for a period of twenty (20) years from the Effective Date. Lessee has the exclusive option to extend the term of this lease for two (2) successive periods of ten (10) years each under the same terms and conditions herein set forth. This option will be assumed to be exercised unless Lessee notifies Lessor(s) otherwise in writing. If the structure is damaged; or is destroyed by an Act of God, said structure is subject to removal at the discretion of the Lessee, and this agreement becomes null and void.

Consideration: Lessee shall pay a one-time non-refundable fee for the Development Term of this Land Lease Agreement in the amount of Ten Dollars (\$10.00) upon the complete execution of this Land Lease Agreement by all parties. Lessee shall remit to Lessor(s) annual cash consideration in the amount of the land Lease Agreement by all parties. Lessee shall remit to Lessor(s) annual cash consideration in the amount of the land lease Agreement by all parties. Lessee shall remit to Lessor(s) annual cash consideration in the amount of the land lease Agreement in the land lease Agreement in

Notice of Default; Cure: In the event that Lessor(s) or Lessee shall default in the performance of any term of this Agreement, the non-defaulting party agrees to notify the defaulting party in writing of any delinquencies; and agrees to grant at least a thirty (30) day grace period for the defaulting party to correct said delinquencies. The grace period will begin on the date of receipt of certified notification by the defaulting party.

Advertising Restrictions: Lessee agrees not to place any advertising copy on the Leased Premises that promotes the following: adult entertainment (topless clubs, adult bookstores, etc.).

Notices: Lessor(s) and Lessee agrees any written notice is to be mailed by certified mail, return receipt requested, at the address set forth below, or to such other address as Lessor or Lessee may designate in writing from time to time.

INITIALS 64 MBS

# Boyce Investments, LLC dba All American Outdoor Advertising Company LAND LEASE AGREEMENT Continued

Quiet Enjoyment: The Lessor(s) covenants and agrees that Lessor(s) shall not install, or permit to be installed, any structure nor allow any trees or other objects to exist that would block, impair or interfere with the uninterrupted access to or view of Lessee's advertising display over and across the Lessed Premise and Lessee shall have the right to remove any object or trim any trees that my obstruct the view of Lessee's advertising display.

Ownership of Display; Removal: Lessor(s) and Lessee acknowledge and agree that the Display, improvements, concrete base, and all materials and equipment placed upon the Lessee Premises by Lessee are and shall remain the property of Lessee and shall not be considered "fixtures" of the property, and may be removed by Lessee at any time upon the election of Lessee, and must be removed upon the termination of this Land Lease Agreement or any extension thereof or within a reasonable time thereafter. This includes any irreparable permanent loss of Lessee's Advertising Display due to any acts of god as determined by Lessee.

Condemnation: In the event that the Leased Premises are condemned by any condemning authority or sold under the threat of condemnation by any condemning authority, this Land Lease Agreement may be terminated at the discretion of Lessee effective as of the date of possession of the Leased Premises by the condemning authority. If terminated, Lessor(s) shall refund the Lessee any unused prepaid rental as of such date. Lessee shall also be entitled to recover from such condemning authority payment for the loss of its leasehold interest, loss of the display, and for all other losses to which Lessee shall be entitled under applicable law. Lessee shall also have the option to relocate its advertising display on the property, at its sole expense, to as comparable a site to the original location as possible and to continue with this lease as written.

Relocation due to Road Expansion: In the event of road improvements during the term of this lease requiring the relocation of Lessee's advertising displays, Lessor grants to Lessee the right to relocate Lessee's advertising displays on the property at points on the property as comparable to the original placements as possible provided all regulatory requirements are satisfied. In the event of preexisting improvements or obstructions on the property, Lessee's advertising display to be relocated on the property at a placement whereby visibility and access to the advertising display to the intended roadway are optimized. All cost associated with any possible relocations will be the responsibility of Lessee.

Taxes / Utilities: Lessor(s) shall be responsible for the payment of all taxes levied against the Real Property and all taxes associated with payments received from Lessee, and Lessee shall be responsible for the payment of all taxes levied against the advertising display structure. Lessee shall be responsible for the costs to install and operate all utilities associated with the advertising display.

Insurance: Throughout the term of this Land Lease Agreement or any extension thereof, Lessee shall keep in full force and effect public liability insurance covering bodily injury and physical property damage resulting from the negligence or willful act of Lessee's agents, servants and employees in the construction, maintenance, repair, servicing or removal of the Display. Lessor(s) agrees to hold Lessee harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of Lessor(s) or its agents, servants and employees.

Governmental Approval: Lessee's obligations under this Land Lease Agreement are contingent upon Lessee obtaining and maintaining the necessary governmental approvals and permits. All costs and expenses associated with obtaining said approvals and permits shall be borne by Lessee and Lessor(s) shall cooperate fully with Lessee and shall execute all instruments necessary or appropriate to obtaining the approval and permits.

Disputes: In the event of any disputes to this Land Lease Agreement; both the Lessor(s) and the Lessee agree that the prevailing party in any legal action related thereto shall be entitled to recover all of its attorneys' fees and costs, whether incurred before trial, at trial or upon all appellate levels. Lessee's principle place of business is in Langley, Oklahoma. Accordingly, any disputes shall be governed by Oklahoma law and shall be brought in the Court of, Mayes County, Oklahoma.

Other Terms of Agreement: If at any time Lessee's advertising structure(s) is 1. Damaged or destroyed due to an Act of God, 2. Has visibility become fully or partially obstructed 3. Suffers significant loss of value due to road closure or rerouting of existing traffic levels by local or state authorities or 4. Becomes economically unfeasible for Lessee to initially construct and/or maintain, Lessee has the right, at its discretion, to remove the structure(s) from the property and terminate this lease as of the date of such removal. If not yet constructed, this lease, and all obligations under it by either party will be considered terminated as of the date of Lessee's notice of termination to Lessor. If lease is terminated as provided for above by Lessee, Lessor will refund to Lessee any unused prepaid rental amounts.

Entire Agreement: This Land Lease Agreement contains the entire understanding between the parties hereto. It is expressly understood that neither the Lesson(s) nor the Lessee is bound by any stipulations, representations, or agreements not printed or written in this Land Lease Agreement. No changes, alterations, modifications, additions, or qualifications to the terms of this Land Lease Agreement shall be made or be binding unless made in writing and signed by all parties hereto. This agreement shall supersede any previous land lease agreement referencing the property described in Exhibit A of this document effective immediately upon the full execution of this document by both parties.

INITIALS 46 Mess

# EXHIBIT A "Leased Premises"

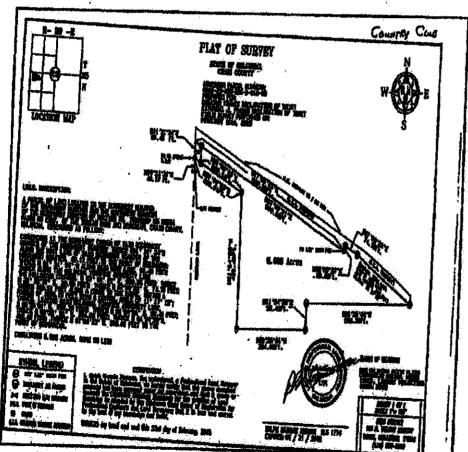
Subject to public streets, easements, right-of-way, mineral exceptions, and reservations, mineral leases, and other encumbrances of record.

A parcel of land located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 23, Township 25 North, Range 20 East, of the Indian Base and Meridian, Craig County, Oklahoma, described as follows: Commencing at the Southwest Corner of said Southwest Quarter of the Northwest Quarter: thence North 01 degree 31 minutes 34 seconds West, along the West line of said Southwest Quarter of the Northwest Quarter, 48.17 feet to the Point of Beginning: Thence North 01 degree 31 minutes 34 seconds West along said West line, 60.46 feet; Thence along the Oklahoma Turnpike Authority line the following courses: South 67 degrees 00 minutes 21 seconds East, 939.35 feet; Thence North 22 degrees 59 minutes 37 seconds East, 20.00 feet; Thence South 67 degrees 00 minutes 23 seconds East, 74.70 feet; Thence 360.51 feet along a curve to the right, having a radius of 1830.10 feet with a central angle of 11 degrees 17 minutes 12 seconds; Thence leaving said Oklahoma Turnpike Authority line, South 88 degrees 35 minutes 01 second West, 588.38 feet; Thence South 01 degree 24 minutes 59 seconds East, 98.41 feet; Thence South 88 degrees 35 minutes 01 second West, 384.62 feet; Thence North 01 degree 24 minutes 59 seconds West, 496.49 feet; Thence North 67 degrees 00 minutes 23 seconds West, 296.61 feet to the Point of Beginning, according to the Plat of Survey prepared by Ralph Marquis Herman on February 23, 2015 (see below)

Parcel 2: Country Club Property

I-2018-188713 Book 0689 Pg 425 11/02/2018 11:14 am Pg 0415-0427 Fee: \$ 37.00 Doc: \$ 0.00 Tanwiy Malone - Cralg County Clerk State of Oldertoma

FRANKE (COUNTRY CLUB PROPERTY) - CRAIS CO. 2018 SURVEY PROVIDED



INITIALS 66 JAB

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## **ACKNOWLEDGMENTS**

"LESSOR(S)"	"LESSEE"
Lisa Janine Helm	Boyce Investments, ICC dba All American Outdoor Advertising Company
X.	Larry Vernon Boyce, Member
Gina Gayle Gammili	(
Sina Gayle Gam DD	Hand Lya, member  Kinberty S. Boyce, Member
Tara Kyle Hargrove	
X	

Address: 437367 E. 320 Rd.

918-244-8838

Phone:

Email:

Big Cabin, OK 74332

lisa.helm@me.com

Address: PO Box 3984 Springfield, MO 65808 Phone: 918-782-0700 Fax: 888-685-0255

Email: allamericanbillboards@yahoo.com

# NOTARY ACKNOWLEDGMENTS

STATE OF Missouri )	
COUNTY OF Greene )	
ON THIS 47h DAY OF LICENSE 2018 BEFORE ME, T. Larry Vernon Boyce, to me known to be the identical person who subscript the uses and purposes therein set forth.	HE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared tribed his name and acknowledged to me that he executed the same as his free and voluntary act and de-
Given under my hand and seal the day and year last above written.	Valurie A. Hosten Notary Public
My Commission Expires:	
May 28, 2019	VALERIE A. HOOTEN  Notary Public - Notary Seal  State of Missouri, Greene County  Commission # 15050567  My Commission Expires May 28, 2019
STATE OF Missouri )	my commission expires may 20, 2019
COUNTY OF Greene )	
ON THIS DAY OF Detember, 2018 BEFORE ME, T Kimberly S. Boyce, to me known to be the identical person who subscrifor the uses and purposes therein set forth.	HE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared bed her name and acknowledged to me that she executed the same as his free and voluntary act and dec
Given under my hand and seal the day and year last above written.	/
	Valerie A- Acoton Notary Public
My Commission Expires:	
May 28, 2019	VALERIE A. HOOTEN  Notary Public - Notary Seal State of Missouri, Greene County Commission # 15050567  My Commission Expires May 28, 2019
STATE OF)	
)SS.	
ON THIS DAY OF ,2018 BEFORE ME, T LISA JANINE HELM, to me known to be the identical person who sulded for the uses and purposes therein set forth.	HE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared oscribed her name and acknowledged to me that she executed the same as her free and voluntary act and
Given under my hand and seal the day and year last above written.	
•	Notary Public
My Commission Expires:	

Page 5 of 6

# NOTARY ACKNOWLEDGMENTS

STATE OF MICK NOUNCE )
COUNTY OF SEGACTION)
ON THIS 16 DAY OF DAY OF DAY OF DAY OF DOWN 2018 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared GINA GAYLE GAMMILL, to me known to be the identical person who subscribed her name and acknowledged to me that she executed the same as her free and voluntary a and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.
Many Thomas Fred J
My Commission Expires:
MARY THERESA FREDERICK NOTARY PUBLIC-ARKANSAS SEBASTIAN COUNTY COMMISSION NO. 12397782 COMMISSION EXP. 03-07-2024
STATE OF
)SS. COUNTY OF)
ON THIS DAY OF 2018 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared TARA KYLE HARGROVE, to me known to be the identical person who subscribed her name and acknowledged to me that she executed the same as her free and voluntary and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.
Notary Public
My Commission Expires: