



September 10, 2024

Boyce Inv. LLC dba All American Outdoor Advertising  
Attn: Kimberly Boyce  
P.O. Box 3984  
Springfield, MO 65808

*Re: Upgrade to LED/Digital Display  
Sign Registration No.: 13177  
US-60, Ottawa County*

Dear Ms. Boyce:

This letter is in response to your request to upgrade the above-referenced sign to LED/digital capability. We are approving the upgrade to allow the requested use of this technology.

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 which coincide with these two types of technology. State and federal laws prohibit moving, flashing or intermittent lights being used on off-premise commercial advertisement, therefore 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 can be found in the Oklahoma Administrative Code, Title 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 the one LED/digital panel per facing.

We have made the necessary changes to reflect the upgrade in our database and documented the file as well.

Respectfully,

A handwritten signature in blue ink that reads "Derek Vinson".

Derek Vinson  
Transportation Specialist  
Outdoor Advertising Control Branch

DV/

# Potential Highway Project Conflict Review

Application No.: \_\_\_\_\_ or Registration No.: **13177**  
Control Section: **60** **58** **10** Inters. Hwy Info.: **0.10 miles W of Highway S10S**

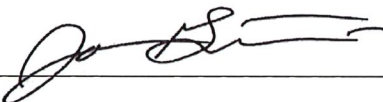
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## Review by Branch Manager or Supervisor

Date Parameters for 8 Year Plan Search: **2023-2033**

Are there potential projects in the area? **Yes** **No**

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

Reviewed by:  Date: **9/5/2024**

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## 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?

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Overall Recommendation: **Okay to process**

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Inspector Name & Date: **D. Vinson 9/6/2024**



September 5, 2024

Oklahoma Dept. of Transportation  
Attn: Barbara Hoppes or Derek Vinson  
200 NE 21<sup>st</sup> Street  
Oklahoma City, OK 73105

RE: Sign upgrade request – Permit #13177 / Sign File #8048101

Dear Ms. Hoppes and Mr. Vinson,

Please consider this letter our official request to upgrade the faces of our current static billboard structure on US Highway 60 East near the Junction of SH-10 near Wyandotte, OK, to LED Digital Technology, sizing to be approximately 10' x 24". This is currently a stacked structure with two static faces on each side.

We are aware of the regulations for LED Digital Displays and the limitation of only one facing per side being an option for this conversion if approved.

We appreciate your consideration.

Kind regards,

A handwritten signature in black ink, appearing to read "Vernon Boyce".

Vernon Boyce  
LLC Member  
918-782-0700  
allamericanbillboards@yahoo.com

**Boyce Investments, LLC Db a All American Outdoor Advertising Company  
LAND LEASE AGREEMENT**

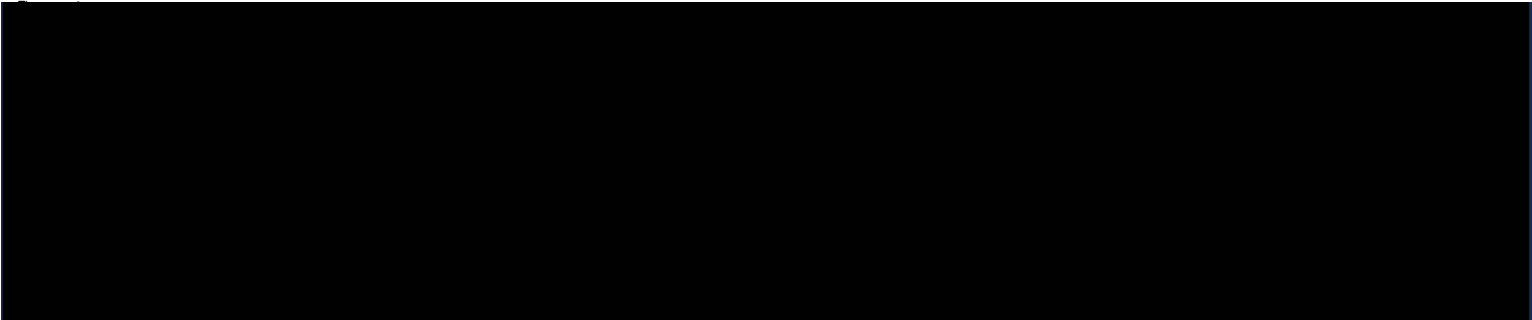
This Outdoor Advertising Land Lease Agreement ("Lease") is executed this 12th day of May, 2004 known as the "Effective Date"; by and between Boyce Investments, LLC Db a All American Outdoor Advertising Company ("Lessee"), and Monty J & Monty D McCall ("Lessor(s)"). In consideration of the mutual covenants and representations herein contained, Lessor 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 at the Junction of US Hwy 60 and Hwy 10 in Wyandotte, in Ottawa County in the State of Oklahoma, (referred to herein as the "Leased Premises") and more particularly described as follows, or 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, removing and maintaining one (1) stacked, 2 display faces per side, approximately 10'6"x26' 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 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. The aforesaid term and cost shall be automatically continued for a like period, and from period to period, thereafter unless Lessee gives Lessor one hundred and twenty (120) days notice in writing prior to the end of any such period, terminating the lease. 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.



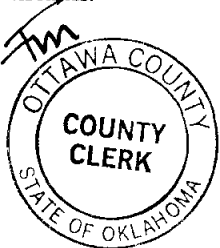
**Notice of Default; Cure:** In the event that Lessor(s) or Lessee shall default in the performance of any term of this Agreement, the non-defaulting party agrees to notify the defaulting party in writing of any delinquencies; and agrees to grant at least a thirty (30) day grace period for the defaulting 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.), tobacco, socially or politically sensitive issues.

**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.

**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 Leased Premise and Lessee shall have the right to remove any object or trim any trees that may obstruct the view of Lessee's advertising display.

**Ownership of Display; Removal:** Lessor(s) and Lessee acknowledge and agree that the Display, improvements, all materials and equipment placed upon the Leased 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 LAND LEASE AGREEMENT IS CONTINUED ON THE FOLLOWING PAGE

I-2004-003551 Book0761 Pg:130  
06/24/2004 2:14 pm \$21.00  
Reba G Sill - Ottawa County Clerk

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

**Condemnation:** In the event that the Leased Premises are condemned by any condemning authority or sold under threat of condemnation by any condemning authority, this Land Lease Agreement shall terminate as of the date that such condemning authority possession of the Leased Premises and Lessor(s) shall refund to Lessee any prepaid rental as of such date. Lessee shall 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.

**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, Ottawa County, Oklahoma.

**Entire Agreement:** This Land Lease Agreement contains the entire understanding between the parties hereto. It is expressly understood that neither the Lessor(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.

**Additional Terms:** The On-premise McCall Motors Sign will be covered by standard warranty of one (1) year by Lessee. Standard warranty includes all materials and workmanship. In addition Lessee will provide to Lessor(s) fluorescent lamps for one (1) year. After year one, Lessor(s) will be responsible for any future required maintenance on the sign. Lessee agrees to provide any maintenance to Lessor(s) at Lessee's cost of materials and labor, which may change from time to time.

"LESSOR"

Monty J. McCall & Monty D. McCall

BY: Monty J. McCall  
ITS: \_\_\_\_\_

SS# or Tax ID# 02-0721901

BY: Monty D. McCall  
ITS: \_\_\_\_\_

Address: P.O. Box 533  
Wyandotte, OK 74370-0000

Phone: 918-678-2277  
Fax: 918-678-2277  
Home:

"LESSEE"

Boyce Investments, LLC dba All American Outdoor Advertising Company

BY: [Signature]  
ITS: member

Address: P.O. Box 700  
Langley, OK 74350

Phone: 918-782-0700  
Facsimile: 417-865-9237

**EXHIBIT A**  
**“LEASED PREMISES”**

**A tract of land lying West of State Highway 10 and North of County Road 153, all within;  
SE SE LYING S & W OF US HWY 60 LS 3.05 AC TO STATE & LS RR & LS HWY  
SEC 22 TWP 27 RNG 24, more particularly described as follows, to wit:**

**Beginning at the intersection of the South right of way line of US Hwy 60 with the West right of way line of State Highway 10; thence North westerly along the South right of way line of US 60 a distance of 30 feet; thence South 10 feet; thence South easterly and parallel to the South right of way line of US Hwy 60 to the West right of way line of State Highway 10; thence North along the West right of way line of State Highway 10 to the point of beginning.**

**NOTARY PUBLIC PAGE**

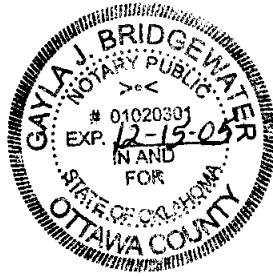
STATE OF Oklahoma  
COUNTY OF Ottawa )SS.

ON THIS 13 DAY OF May, 2004 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Monty D. McGill, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Gayla J. Bridgewater  
Notary Public

My Commission Expires:  
12-15-2005



STATE OF Oklahoma  
COUNTY OF Ottawa )SS.

ON THIS 13 DAY OF May, 2004 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Monty J. McGill, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Gayla J. Bridgewater  
Notary Public

My Commission Expires:  
12-15-2005



STATE OF MISSOURI )  
COUNTY OF GREENE )SS.

ON THIS 8<sup>th</sup> DAY OF JUNE, 2004 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Larry Vernon Boyce, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Christina Phillips  
Notary Public



My Commission Expires: CHRISTINA PHILLIPS Notary Public  
Christian County State of Missouri  
My Commission Expires Oct. 21, 2007

**Boyce Investments, LLC dba All American Outdoor Advertising Company  
Land Lease Amendment**

This document will serve to amend the Land Lease Agreement between Boyce Investments, LLC, d/b/a All American Outdoor (Lessee) and Monty J & Monty D McCall.(Lessor (s)). The Land Lease is dated 12<sup>th</sup> of May, 2004 and is attached hereto.

Commencing with the 2006 anniversary date of this lease, both parties agree that the annual consideration amount referenced in paragraph six (6) of the original lease will be amended from

[REDACTED]

[REDACTED]

[REDACTED]

each year for the remaining years under the term of this Land Lease agreement.

Also, in paragraph 5 (Term), <sup>the</sup> second sentence shall be amended to read: "The aforesaid term and cost shall be automatically continued for a like period, and from period to period, hereafter unless Lessee gives Lessor, or Lessor gives Lessee one hundred and twenty (120) days notice in writing prior to the end of any such period, terminating the Lease."

Page 1 of 2

M.D.M & M.J.M.

This  
amendment  
goes to Lessee  
# 1



**Boyce Investments, LLC dba All American Outdoor Advertising Company  
Land Lease Amendment  
(Continued)**

In addition to the change in the lease consideration, it is agreed that the legal description corresponding to this lease will be referenced as:

**EXHIBIT A (Amended)  
"LEASED PREMISES"**

**A tract of land lying West of State Highway 10 and North of County Road 153, all within;  
SE SE LYING S & W OF US HWY 60 LS 3.05 AC TO STATE & LS RR & LS HWY  
SEC 22 TWP 27 RNG 24, more particularly described as follows, to wit:**

**Beginning at the intersection of the South right of way line of US Hwy 60 with the West right of way line of State Highway 10; thence North westerly along the South right of way line of US 60 a distance of 15 feet; thence South 30 feet; thence South easterly and parallel to the South right of way line of US Hwy 60 to the West right of way line of State Highway 10; thence North along the West right of way line of State Highway 10 to the point of beginning.**

All other aspects and provisions of the original lease remain in full effect.

"LESSOR"

Monty J. McCall & Monty D. McCall

BY: Monty D. McCall

ITS: \_\_\_\_\_

SS# or Tax ID# 73-1475960

BY: Monty J. McCall

ITS: \_\_\_\_\_

"LESSEE"

Boyce Investments, LLC dba  
All American Outdoor Advertising Company

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

# NOTARY PUBLIC PAGE

STATE OF Oklahoma )  
  )SS.  
COUNTY OF Ottawa )

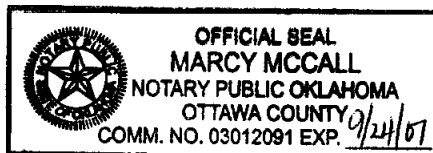
ON THIS 3<sup>rd</sup> DAY OF November, 2006 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Monty D. McCall, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Marcy McCall  
Notary Public

My Commission Expires:

9/24/07



STATE OF Oklahoma )  
  )SS.  
COUNTY OF Ottawa )

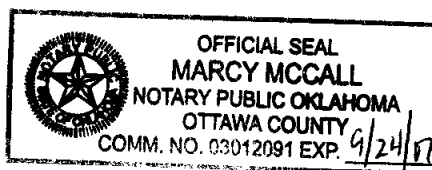
ON THIS 3<sup>rd</sup> DAY OF November, 2006 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Monty J. McCall, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Marcy McCall  
Notary Public

My Commission Expires:

9/24/07



STATE OF \_\_\_\_\_ )  
  )SS.  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared \_\_\_\_\_, to me known to be the identical person who subscribed his name and acknowledged to me that he executed the same as his free and voluntary act 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: \_\_\_\_\_