



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.: 14419
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,

Derek Vinson
Transportation Specialist
Outdoor Advertising Control Branch

DV/

Potential Highway Project Conflict Review

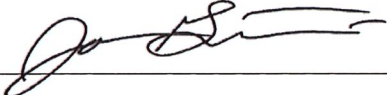
Application No.: _____ or Registration No.: **14419**
Control Section: **60** - **58** - **10** Inters. Hwy Info.: **0.30 miles W of Highway U60B**

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**

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: **Okay to process**

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



September 5, 2024

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

RE: Sign upgrade request – Permit #14419 / Sign File #8070602

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 Wyandotte, OK, just west of Indigo Sky Casino 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 20th day of January 2011, known as the "Effective Date"; by and between Boyce Investments, LLC Db a All American Outdoor Advertising Company ("Lessee"), and Lee Rand Smith and Wanda M. Smith, Husband and Wife (note: Conveyed into the Lee Rand Smith trust April 29, 1996) ("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 on the South Side of US Highway 60, just West of Business 60, and approximately 600' (feet) from Structure #1 installed, in Seneca, 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 (1) outdoor advertising structure, approximately 10'6"x26' Advertising Display(s). 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 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 ten (20) years from the Effective Date. The aforesaid term and cost shall be automatically continued for two (2) like periods, unless Lessee gives Lessor(s) 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.

Consideration: Lessee shall pay a one-time non-refundable fee for the Development Term of this Land Lease Agreement in the amount [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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.) or tobacco.

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 my 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 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.

THIS LAND LEASE AGREEMENT IS CONTINUED ON THE FOLLOWING PAGE

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

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 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.

"LESSOR"

Lee Rand Smith and Wanda M. Smith, Husband and Wife
(Note: Conveyed into the Lee Rand Smith trust April 29, 1996)

BY: Lee Rand Smith
Lee Rand Smith

SS# 495-30-5656

BY: Wanda M. Smith
Wanda M. Smith

Address: 3707 Stevens Avenue
Sand Springs, OK 74063

Phone: 918-245-1191 (home)
918-740-2927 (at Farm/Sign location)

"LESSEE"

Boyce Investments, LLC DBA
All American Outdoor Advertising Company

BY: Larry Vernon Boyce
Larry Vernon Boyce

ITS: Managing Member

Address: PO Box 3984
Springfield, MO 65808

Phone: 918-782-0700
Fax: 417-831-7955
Email: allamericanbillboards@yahoo.com

**EXHIBIT A
"LEASED PREMISES"**

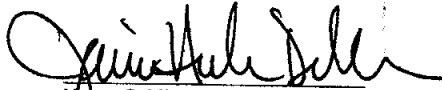
OTTAWA COUNTY, STATE OF OKLAHOMA, TO WIT: LOT 2, EXCEPT 3.63 ACRES SQUARELY OUT OF THE SOUTHEAST CORNER THEREOF; AND ALL OF LOTS 3 AND 4 OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 25 EAST OF THE INDIAN MERIDIAN, CONTAINING 50 ACRES MORE OR LESS

NOTARY PUBLIC PAGE

STATE OF Missouri)
)SS.
COUNTY OF Greene)

ON THIS 25th DAY OF January, 2011 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.

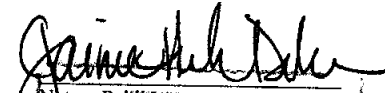

Notary Public

My Commission Expires:
11-17-11

STATE OF Oklahoma
COUNTY OF Delaware)SS.

ON THIS 25 DAY OF January, 2011 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Lee Rand Smith, 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.

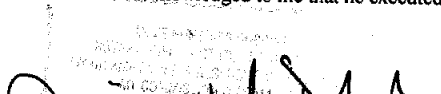

Notary Public HUNZIKER 009816
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES: NOVEMBER 17, 2014
MY COMMISSION # 95011260

My Commission Expires:
11-17-11

STATE OF Oklahoma
COUNTY OF Delaware)SS.

ON THIS 25 DAY OF January, 2011 BEFORE ME, THE UNDERSIGNED, A Notary Public, in and for the County and State aforesaid, personally appeared Wanda M. Smith, 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:
11-17-11