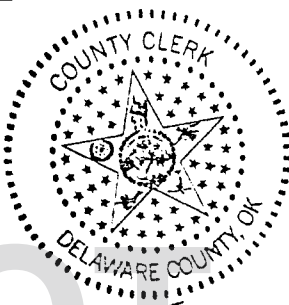


Board meets 2nd Wed of each Monday.
Buyer pays app fee.
Expires 99 years from 2001.

When Recorded Mail To:
Grand River Dam Authority
P.O. Box 70
Langley, OK 74350



I-2021-006935 Book 2389 Pg: 585
06/24/2021 11:05 am Pg 0585-0592
Fee: \$ 32.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma

**ASSIGNMENT AND AMENDMENT TO REVOCABLE LICENSE TO
ENCROACH**

This Assignment and Amendment to Revocable License to Encroach ("Assignment and Amendment") is made and entered into on the 12th day of May, 2021, between the **JAMES BYRON RICHIE, TRUSTEE OF THE JAMES BYRON RICHIE REVOCABLE TRUST DATED FEBRUARY 4, 2004** (hereinafter "Assignor"), **GRAND WHITE HOUSE, LP**, an Oklahoma Limited Partnership, (hereinafter "Assignee") and **GRAND RIVER DAM AUTHORITY**, an agency of the State of Oklahoma, created and existing pursuant to 82 O.S.A. § 861 *et seq.*, (hereinafter "Licensor").

WITNESSETH

WHEREAS, on April 28, 2017, Grand White House, LP, became the owner of the following property, to wit;

Lot 9, Block 2, Lakeland Addition, a subdivision, according to the recorded plat thereof, Delaware County, Oklahoma as more fully described in the deed recorded in Book 2199, at Page 860, of the Delaware County, Oklahoma land records on May 31, 2017,

WHEREAS, the Licensor issued a License to Encroach to Mike and Lisa Peterson on April 20, 2001 (hereinafter "Original License Date") related to the following property to wit:

A parcel of land lying adjacent to Lot Nine (9), Lakeland Addition and the GRDA Taking Line in Section Twenty-nine (29), Township Twenty-four (24) North, Range Twenty-two (22) East in Delaware County, Oklahoma being more particularly described as follows:

From the North corner of said Lot Nine (9) run South 16° 00' West 50.81 feet to the point of beginning; thence South 16° 00' West 30.00 feet to a point on the GRDA Taking Line; thence North 68° 00' East 49.23 feet along said Taking Line; thence South 20° 36' East 221.40 feet along said Taking Line; thence leaving said Taking Line North 57° 00' 07" East 2.72 feet to an existing retaining wall; thence North 06° 47' 43" West 87.42 feet along said retaining wall; thence North 08° 06' 50" West 26.42 feet along said retaining wall; thence North 13° 27' 36" West 27.07 feet along said

retaining wall; thence North 20° 11' 14" West 95.23 feet along said retaining wall; thence leaving said retaining wall South 77° 36' 58" West 65.21 feet to the point of beginning. Containing 0.15 acre, more or less.

(hereinafter "Encroachment Property"); and

WHEREAS, the license was assigned to the James Byron Richie Revocable Trust dated February 4, 2004 on July 31, 2012 and recorded in the land records of Delaware County, Oklahoma on August 31, 2012 in Book 2003 at Pages 701-707; and

WHEREAS, the Assignor desires to assign the License to Assignee, and the Licensor consents to the assignment; and

WHEREAS, the Assignee and Licensor also wish to amend the terms of the license as set forth below.

NOW, THEREFORE, this Assignment and Amendment of License is expressly granted subject to the following terms and conditions and in consideration of the mutual covenants and agreements set forth below:

1. Assignee represents and warrants to be the owner of the real property adjacent to the Encroachment Property and the owner of certain improvements located upon the Encroachment Property which were constructed prior to June 1, 2005 as described below.

2. Assignee hereby states the encroachment does not currently obstruct, interfere with, or impede the Licensor's management of its property, nor its operation of the Pensacola Project or the Markham Ferry Project; and

3. Licensor grants to Assignee the ability to keep, use and maintain the following described encroachment on the Encroachment Property:

Portion of swimming pool and deck, retaining wall and cement slab measuring approximately 0.15 acres

A survey showing the encroachment is attached hereto and made a part hereof by reference. Assignee grants permission to Licensor, through its authorized employees, to physically inspect Assignee's improvement when necessary and reasonable and to enter upon Assignee's property at reasonable times for the purpose of gaining access to the Encroachment Property. Where the encroaching structure is a house or fully enclosed structure, Licensor will notify Assignee via their phone or e-mail address on file, and Assignee will provide any reasonable assistance. In no event shall Assignee withhold such assistance for more than 72 hours after such notice.

4. The amended license shall be effective unless GRDA revokes the same "For Cause". As used herein, "For Cause" shall mean any of the following:

- a. Assignee's breach of these Terms and Conditions; or
- b. Assignee's encroachment causes damage to the property of third persons or harms or endangers the life of any person.

If GRDA intends to attempt revocation of the amended license, it shall give Assignee thirty (30) days written notice, and unless otherwise stated herein, Assignee may then have such thirty (30) days in which to cure such default or other "For Cause" revocation event.

5. Any improvements in existence on the Encroachment Property as of the Original License Date, shall be maintained and kept in a safe and orderly condition, but may not be rebuilt if destroyed due to any reason. Furthermore, additional improvements to the Encroachment Property after the Original License Date shall not be allowed. If the improvements are enlarged or rebuilt, Licensors may terminate the amended license upon thirty (30) days written notice to Assignee of its intent to terminate the amended license due to breach of this provision.

- a. For purposes of this section, an improvement is deemed "destroyed" immediately upon alteration, whether intentional, accidental, natural, by an act of god, or otherwise, which renders the improvement unusable.
- b. For purposes of this section, "maintained" permits the Assignee to repair and care for the improvement. This "maintenance" includes, for example, painting an improvement, fixing a broken window, and replacing a loose, missing, or rotted board. "Maintenance" does NOT include in any way expanding an improvement beyond its footprint as referenced above, attaching features to the structure which were not present on June 1, 2005, or rebuilding a structure which was or is currently considered "destroyed" under subsection "a". These examples are not meant to be exhaustive and are provided for the Assignee's guidance.

6. This amended license shall be valid for a term of 99 years, commencing on Original License Date. Compensation for this license was paid in full at the time the license was issued.

7. This amended license shall automatically terminate upon the expiration of the term stated above or upon destruction or removal of all the improvements upon the Encroachment Property.

8. Licensors retain a perpetual right to inundate and flood the Encroachment Property at any time which may be convenient or necessary for the maintenance and operation of Licensors' projects. Assignee releases all right to damages or claim for damages of whatsoever nature that may be sustained by reason of the flooding of the Encroachment Property by Licensors and/or the United States of America.

9. Assignee, for himself and his successors in interest, agrees at all times during the term of the amended license, to carry and maintain in full force and effect liability insurance with such company and in such amounts and upon such terms as shall

be acceptable to Licensor so as to protect Licensor from any and all claims of damage to person or property as a result of the encroachment.

10. Violations of any of the terms and conditions of the amended license or failure to pay any amount due Licensor shall subject the Assignee to legal and administrative action or both at the option of the Licensor's Board of Directors to collect rent or for damages or any other remedy as provided by law.

11. Upon termination of the amended license, Licensor may require the Encroachment Property to be returned to its original condition at the sole cost of Assignee. Such costs shall include but not be limited to unpaid survey costs, costs of removal and reclamation, and any court costs and attorney fees incurred by Licensor for removal of the encroachment from GRDA's property.

12. In the event of death of Assignee, the heirs, legatees and devisees of Assignee shall succeed to the interest and have all rights of the Assignee under the amended license.

13. In the event Assignee sells his adjacent property, the amended license may be assigned to a subsequent adjacent property owner: (i) upon payment of all sums due and payable to Licensor; (ii) upon completion and submission of the proper paperwork to transfer the amended license, and (iii) upon approval by Licensor's Board of Directors.

14. Pursuant to 82 O.S. § 872, Licensor may not prevent free public use of its lands for recreation purposes, and thus, Assignee may not impede public use of the Encroachment Property.

15. Assignee, unless otherwise exempt by law, shall be responsible for payment of any ad valorem taxes for improvements placed upon the Encroachment Property.

16. Assignee shall indemnify, defend and save harmless Licensor, its successors and assigns, for any loss, damage, liability, cost, charge, or expense, whether to any persons or any property, to which Licensor, its directors, officers, agents, and employees may be put or subjected to by reason of any act, omission, negligence or default allegedly caused by, arising out of or contributed to, in whole or in part, by Assignee, or any of Assignee's heirs, successors, assigns or agents, resulting from Assignee's use of the Encroachment Property.

17. Nothing in the Application or these Terms and Conditions shall constitute an admission by Assignee that the survey upon which the original License to Encroach was based is accurate. Assignee does not waive his right to challenge the accuracy of that survey. Should a subsequent survey establish that the square footage of the encroachment is less than that shown by the survey upon which the original License to Encroach was based, the square footage of the property covered by the license shall be reduced accordingly upon approval by Licensor of the subsequent survey.

18. In the event the Encroachment Property is determined to be located within Licensor's project boundaries, the amended license shall be subject to review and approval by the Federal Energy Regulatory Commission. Additionally, the amended license may be subject to review by the Board of Directors of Licensor.

19. Assignee represents that their use of the land shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use for the Pensacola or Markham Ferry Projects. Further, Assignee shall take all reasonable precautions to ensure that the operation, and maintenance of structures or facilities on the premises will occur in a manner that will protect the scenic, recreational and environmental values of the Pensacola or Markham Ferry Projects. In the event the Assignee or any person utilizing the Encroachment Property discovers a cultural resource during the operation and/or maintenance of the facilities, the Assignee shall immediately cease all work at the site and immediately contact the Licensor for further instructions.

20. The amended license shall be governed by the Licensor's enabling act (82 O.S.A. § 861 *et seq.*), Title 300, Chapter 25 of the Oklahoma Administrative Code and the laws of the State of Oklahoma.

21. Any written notice required or appropriate hereunder shall be deemed properly given if mailed, postage prepaid, certified mail, return receipt requested, to the Party concerned as follows:

Grand River Dam Authority Attn: Legal P.O. Box 70 Langley, OK 74350	Grand White House, LP c/o James B. Richie 8709 South Gary Avenue Tulsa, OK 74137
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Assignee shall advise the Licensor of any change in address.

22. The amended license is the complete agreement between the parties concerning the Encroachment Property. No modifications of the amended license shall be effective unless in writing and approved by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Amendment to Revocable License to Encroach the date and year first above written.

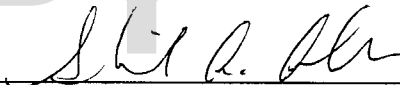
ASSIGNOR


James Byron Richie, Trustee of the James
Byron Richie Revocable Trust dated
February 4, 2004.

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

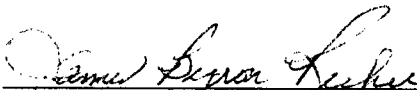
This instrument was acknowledged before me, a notary public in and for this state, on this 9th day of ~~May~~ ^{JUNE}, 2021 by James Byron Richie as Trustee of the James Byron Richie Revocable Trust dated February 4, 2004.

My commission expires: 09/05/2022
Commission no.: 14007917


Notary Public



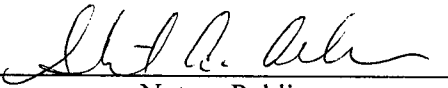
ASSIGNEE


James Byron Richie, Partner

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me, a notary public in and for this state, on this 9th day of ~~May~~ ^{JUNE}, 2021 by James Byron Richie as Partner of Grand White House, LP.

My commission expires: 09/05/2022
Commission no.: 14007917


Notary Public

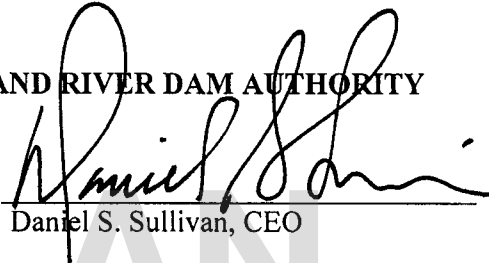
VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM



CONSENT TO ASSIGNMENT BY LICENSOR:

GRAND RIVER DAM AUTHORITY

By:


Daniel S. Sullivan, CEO

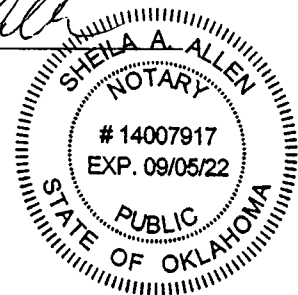
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a notary public in and for this state, on this 12th day of May, 2021 personally appeared Daniel S. Sullivan, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me as Chief Executive Officer of the Grand River Dam Authority, that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of Grand River Dam Authority for the uses and purposes therein set forth.

My commission expires: 09/05/2022

Commission no.: 14007917


Notary Public



For GRDA use only

Board Approval Date of Original License: July 11, 2012

License to Encroach No. GLE 16

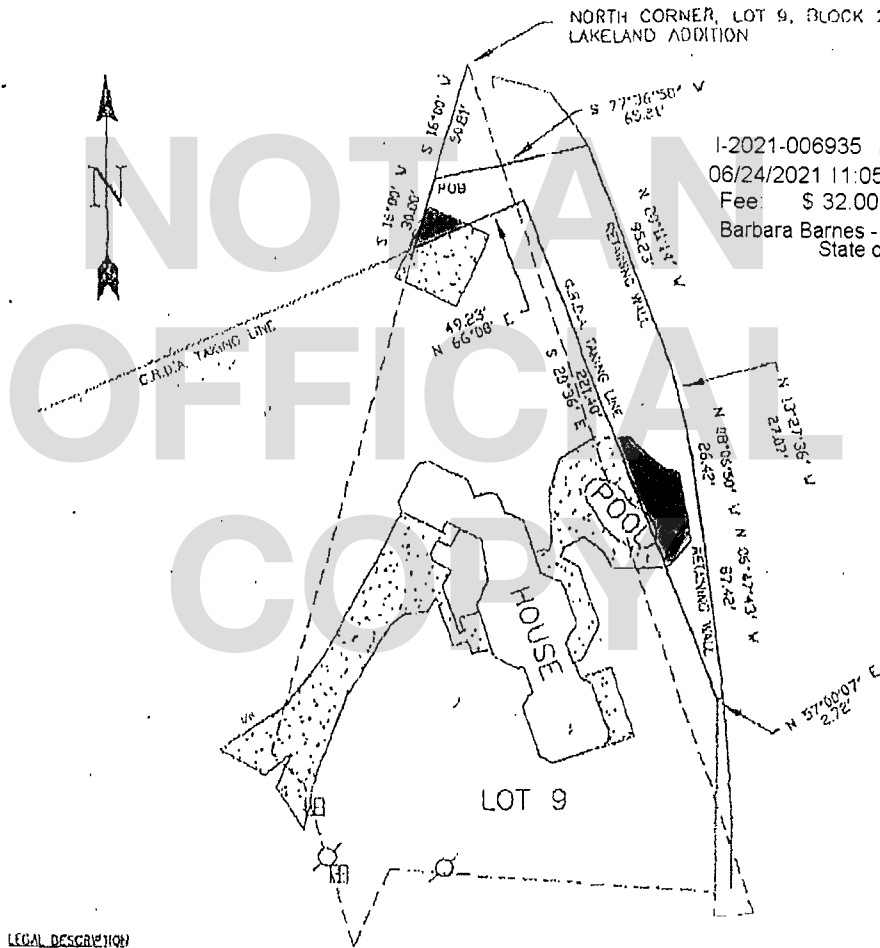
FERC Tract No. 5GRD189

BASIS OF BEARINGS: N 86° W ALONG THE SOUTH LINE OF LOT 8 PARALLEL TO THE SOUTH LINE OF LOT 8.



NORTH CORNER, LOT 9, BLOCK 2
LAKELAND ADDITION

I-2021-006935 Book 2389 Pg. 592
06/24/2021 11:05 am Pg 0585-0592
Fee: \$ 32.00 Doc: \$ 0.00
Barbara Barnes - Delaware County Clerk
State of Oklahoma



LEGAL DESCRIPTION

A PARCEL OF LAND LYING ADJACENT TO LOT 9, LAKELAND ADDITION AND THE CRDA TAKING LINE IN SECTION 29, TOWNSHIP 24 NORTH, RANGE 22 EAST IN DELAWARE COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTH CORNER OF SAID LOT 9 RUN S16°00'W 50.01 FEET TO THE POINT OF BEGINNING; THENCE S16°00'W 30.00 FEET TO A POINT ON THE CRDA TAKING LINE; THENCE N63°00'E 49.23 FEET ALONG SAID TAKING LINE; THENCE S20°16'E 221.40 FEET ALONG SAID TAKING LINE; THENCE LEAVING SAID TAKING LINE N57°00'07"E 2.72 FEET TO AN EXISTING RETAINING WALL; THENCE N06°47'43"W 87.42 FEET ALONG SAID RETAINING WALL; THENCE N08°06'50"W 26.42 FEET ALONG SAID RETAINING WALL; THENCE N13°27'38"W 27.07 FEET ALONG SAID RETAINING WALL; THENCE N20°11'13"W 85.23 FEET ALONG SAID RETAINING WALL; THENCE LEAVING SAID RETAINING WALL S77°36'58"W 65.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRE, MORE OR LESS.

LAND SURVEYOR'S DECLARATION:

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Rick G. Rose 7/27/2000
RICK G. ROSE, R.L.S. #1208 DATE

LEGEND ○ POWER POLE □ WATER METER --- CONCRETE 50' 25' 0 50' SCALE IN FEET	FOR: DUCK CREEK REALTY	CTA NO. 002001-142
	Crafton, Tull & Associates, Inc. Engineers & Land Surveyors 2125 South Broadway Grove, Oklahoma 74344 918-786-8350 CA 973 (PE/LS) Exp. Date 01/30/2001 © 2000 Crafton, Tull & Associates Inc. DRAWN BY: LM P.C.	

REGISTERED LAND SURVEYOR
RICK G. ROSE
U.S. 1208
OKLAHOMA