

AMENDMENT NO. 1 TO THE GRASS CUTTING AGREEMENT

This Amendment No. 1 to the Grass Cutting Agreement (“Amendment No. 1”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Lessor”) and Schieber Family Farms, LLC (“Lessee”),

WITNESSETH:

WHEREAS, the Lessor leases, operates, and maintains certain real estate for the benefit of the City of Oklahoma City, known as OKC Will Rogers International Airport (“Airport”), which is located in Oklahoma and Cleveland Counties, Oklahoma; and

WHEREAS, on February 23, 2023, the Trust approved the Grass Cutting Agreement (“Original Agreement”) with Schieber Family Farms, LLC to lease certain premises from the Lessor on the Airport on which to perform grass cutting; and

WHEREAS, the Lessor has notified the Lessee of a need to remove certain acreage from Lessee’s leased premises as described on Exhibit “A” and depicted on Exhibit “B” of the Original Agreement (“Leased Premises”) for Airport development, to adjust annual rentals, and to revise certain language.

NOW, THEREFORE, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

1. This Amendment No. 1 is effective February 1, 2025 (“Effective Date”).
2. The parties agree that approximately fifty-nine (59) acres are removed from Parcel 13H, and Exhibits “A” and “B” of the Original Agreement are hereby deleted in their entirety and replaced with the attached Revised Exhibit “A” and Revised Exhibit “B.”
3. The parties agree that the Lessee’s rentals are adjusted and Paragraph 4.01 Rentals of Article 4. Rentals is hereby deleted in its entirety and replaced with the following:

“ARTICLE 4. RENTALS

4.01 Rentals

Commencing on the Effective Date and throughout the term of this Agreement, Lessee shall pay the Lessor, in advance, an annual rental which is calculated on a per acre basis using the Lessee’s bid price for each parcel (or parcels) for the total acreage of land area contained in the Leased Premises based on the chart below. The annual rental shall be paid in advance and will be payable on or before each and every anniversary of the Effective Date of this Agreement.

					TOTAL ANNUAL
BEG DATE	END DATE	PARCEL	ACREAGE	BID PRICE PER ACRE	AMOUNT
2/1/2025	1/31/2028	2H	570	10.75	6,127.50
		3H	546	10.75	5,869.50
		6H	220	3.50	770.00
		9H	158	30.20	4,771.60
		10H	289	30.20	8,727.80
		11H	26	5.96	154.96
		12H	160	2.00	320.00
		13H	138	3.50	483.00
TOTAL ANNUAL RENTALS					27,224.36

...

4. The parties agree that Articles 19. Civil Rights Provisions, 20. Civil Rights – Title VI Assurance, and 21. Title VI Clauses for the Transfer of or Construction/Use/Access to Real Property Acquired or Improved Under the Airport Improvement Program of the Original Agreement are hereby deleted in their entirety and replace with the following:

“ARTICLE 19. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used, or possessed by the Lessee and the Lessor remains obligated to the Federal Aviation Administration.

ARTICLE 20. CIVIL RIGHTS TITLE VI ASSURANCE

- 20.01 Title VI Clauses for Compliance with Nondiscrimination Requirements
During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

- A. Compliance with Regulations
The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Lessee will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Lessee's noncompliance with the nondiscrimination provisions of this Agreement, the Lessor will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Lessee under the Agreement until the Lessee complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions

The Lessee will include the provisions of [Paragraph 25B.01, subparagraphs] A through F, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the Lessor or the Federal Aviation Administration may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Lessor to enter into any litigation to protect the interests of the Lessor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

20.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C § 12101, *et seq*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq*).

**ARTICLE 21. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

21.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [as a covenant running with the land] that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

21.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Lessor pursuant to the provisions of the Airport Improvement Program grant assurances.

The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [as a covenant running with the land] that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be

subjected to discrimination; and (c) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.”

5. It is further understood and agreed by and between the Lessor and Schieber Family Farms, LLC that, except as amended by this Amendment No. 1, all other terms and conditions of the Original Agreement as defined herein shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 1, and the recitals and provisions of this Amendment No. 1 shall become a part of the Original Agreement as if fully written therein and known hereinafter as the “Agreement.”

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands hereto for this Amendment No. 1 to be effective as of the Effective Date stated above.

SCHIEBER FAMILY FARMS, LLC

John Schieber

Signature

Managing member

Title

[Rest of page intentionally left blank.]

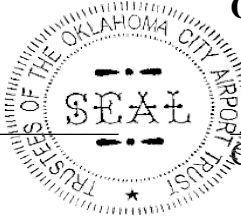
APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 27TH

day of FEBRUARY, 2025.

ATTEST:

OKLAHOMA CITY AIRPORT TRUST

Amy K. Simpson
Trust Secretary



[Signature]
Chairman

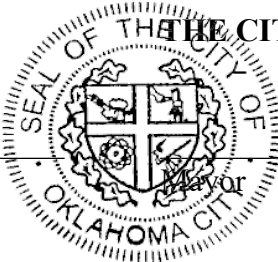
APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this

11TH day of MARCH, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
City Clerk

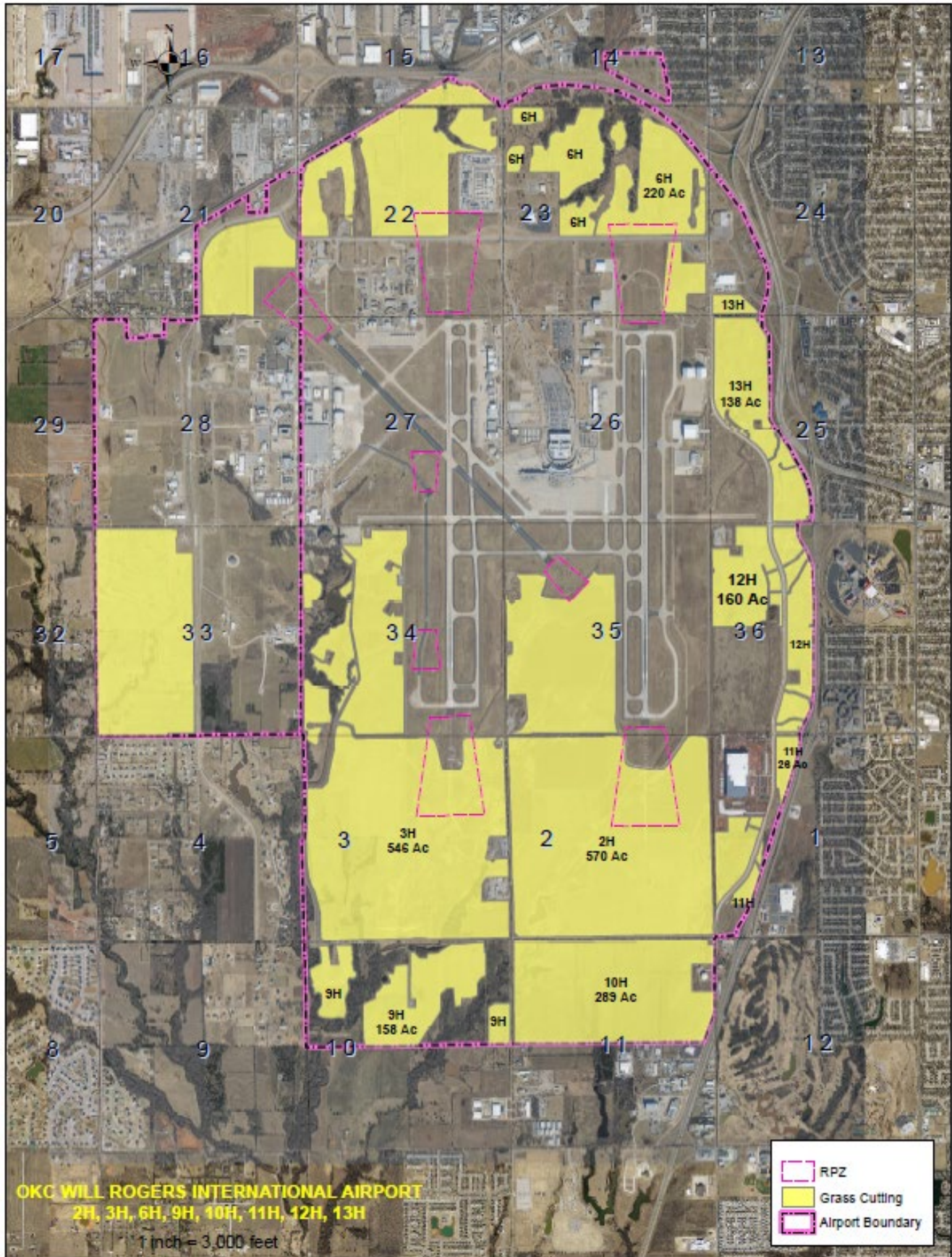


David Holt
Mayor

REVIEWED for form and legality.

Jami Blocker
Assistant Municipal Counselor/
Attorney for the Trust

REVISED EXHIBIT A – LEASED PREMISES



REVISED EXHIBIT B – PARCEL DESCRIPTIONS

<u>PARCEL</u>	<u>APPROXIMATE ACREAGES</u>	<u>DESCRIPTION</u>
2H	570	A portion of land lying in Section 2, Township 10 North, Range 4 West.
3H	546	A portion of land lying in Section 3, Township 10 North, Range 4 West.
6H	220	A portion of land lying in Section 23, Township 11 North, Range 4 West.
9H	158	A portion of land lying in the North 1/2 of Section 10, Township 10 North, Range 4 West.
10H	289	A portion of land lying in the North 1/2 of Section 11, Township 10 North, Range 4 West.
11H	26	A portion of land lying in the West 1/2 of Section 1, Township 10 North, Range 4 West.
12H	160	A portion of land lying in the West 1/2 of Section 36, Township 11 North, Range 4 West.
13H	138	A portion of land lying in the West 1/2 of Section 25, and also a portion of land lying in the Southwest 1/4 of Section 24, all located in Township 11 North, Range 4 West.