



The City of Oklahoma City
Office of the City Clerk
200 N. Walker Ave.
Oklahoma City, OK 73102
Project No/Building Permit/Plat: BLDC-2023-02608

Electronically Filed

E # 36,409

AVIGATION AND HAZARD EASEMENT

WHEREAS, The City of Oklahoma City, a municipal corporation ("Grantor") is the owner, in fee, of a certain parcel of land located in the **County of Cleveland, State of Oklahoma**, more particularly described on **Exhibit A** ("Grantor's Property"), and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, desires to grant in and to the Trustees of the Oklahoma Airport Trust, a public trust created and established under the laws of the state of Oklahoma, its successors, and assigns, including the City of Oklahoma City, a municipal corporation ("Grantees") an Avigation and Hazard Easement for Grantor's Property.

NOW, THEREFORE, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, do hereby grant, bargain, sell, and convey unto the Grantees, for the use and benefit of the public, an easement and right of way, appurtenant to Will Rogers World Airport ("Airport") for the unobstructed use and passage of all types of aircraft in and through the air space above Grantors' Property to an infinite height as well as in the vicinity of the Grantors' Property, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity.

Said easement shall be appurtenant to and for the benefit of the Airport including any additions thereto wherever located, or hereafter made by The City of Oklahoma City, and/or the Oklahoma City Airport Trust or their successors and assigns, guests, and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport.

Said easement and burden, together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said easement, including, but not limited to the right to cause noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of Grantors Property or in landing at or taking off from, or in any from the operations of said Airport. Grantor, for itself and its heirs, administrators, executors, successors, and assigns do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantees, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated.

5/26

The easement and right of way hereby granted includes the continuing right in the Grantees to prevent the erection or growth upon Grantor's Property of any building, structure, tree, or other object extending into the air space above said Grantor's Property and to remove from said airspace, or at the sole option of the Grantees, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantors' Property for the above purpose.

Notwithstanding the foregoing, the Grantor are not prohibited herein from erecting buildings, structures, trees, or other objects on the Grantor's Property that are not obstructions to air navigation and that are otherwise in compliance with the City of Oklahoma City's Municipal Code regarding Airport Zoning Overlay Districts and subject height restrictions, Chapter 59 § 13150, *et seq.*, and the Federal Aviation Administration's regulations, including but not limited to Title 14, Code of Federal Regulations (14 CFR) Part 77, as the same are from time to time amended.

The Grantor, for itself, its heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, Grantor will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree or other object extending into the aforesaid prohibited air space, structures (permanent or temporary) that might create glare or contain misleading lights; operate any residence (if located in an AE-1), fuel handling and storage facilities, engage in smoke generating activities, create any means of electrical interference with radio communication or the movement of aircraft, make it difficult for flyers to distinguish between airport lights and others, permit any use of the Grantor's Property that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the Airport or in any manner that endangers the landing, taking off or maneuvering of aircraft. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

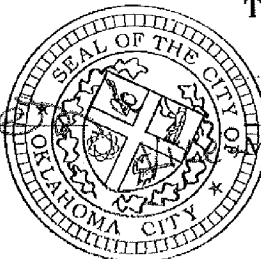
TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantees, their successors, and assigns, until said Airport shall be abandoned and shall cease to be used for public airport purposes. It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the Grantor and their heirs, administrators, executors, successors and assigns until said easement is extinguished.

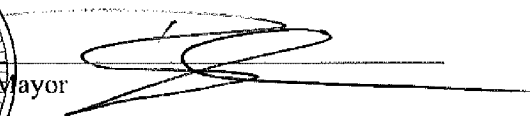
IN WITNESS WHEREOF the Grantor has hereunto set its hand and seal this 2nd day of January, 2024.

ATTEST: (SEAL)

THE CITY OF OKLAHOMA CITY


City Clerk




Mayor

THE CITY OF OKLAHOMA CITY
EARLYWINE GOLF COURSE
AVIGATION AND HAZARD EASEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 2nd day of January, 2024, personally appeared Bradley Carter, Vice-Mayor of The City of Oklahoma City, to me known to be the identical person who signed the foregoing instrument 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.

SEAL:

My Commission Expires:

1/10/2027

Commission # 23000492

Sharon D. Jones

Notary Public



ACCEPTED by the
Oklahoma City Airport Trust

this 25th day of January, 2024

Amy K. Simpson
Trust Secretary

ACCEPTED by the

The City of Oklahoma City

this 30th day of January, 2024

Amy K. Simpson
City Clerk

REVIEWED for form and legal



Judea Medina
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT "A"**11600 South Portland Avenue, Oklahoma City, Oklahoma
Earlywine Golf Course****Tract No. 1 - D2031**

A part of the Northwest Quarter (NW/4) of Section Twelve (12), Township Ten (10) North, Range Four (4) West of the Indian Meridian Cleveland County, Oklahoma and Lying East of the Easterly right-of-way line of the Bailey Expressway and being more particularly described as follows:

BEGINNING at the point on the North line of said Northwest Quarter (NW/4) and 1217.08 feet East of the Northwest corner of said Northwest Quarter (NW/4); Thence South 00° 27' 00" East a distance of 33.00 feet; Thence South 27° 41' 39" West parallel to the and 150 feet measured perpendicular to the Easterly right of way line of said Bailey Expressway a distance of 241.79 feet; Thence West and parallel to the North line of said Northwest Quarter (NW/4) for a distance of 170.11 feet to a point on the Easterly right of way line of said Northwest Quarter (NW/4); thence South 27° 41' 39" West a distance of 569.55 feet; thence 18° 01' 34" West a distance 507.10 feet; Thence 23° 50' 9" West 298.30 feet; thence South 18° 1' 59" West a distance 1125.80 Feet to the point 33.00 feet East of the West line of said Northwest Quarter (NW/4); thence North 89° 58' 01" West a distance of 33.00 feet to a point on the west line of Northwest Quarter (NW/4); thence on the west line of said of the Northwest Quarter (NW/4) a distance of 78.50 feet to the Southwest corner of said Northwest Quarter (NW/4); thence East on the South Line of said Northwest Quarter (NW/4) a distance of 2615.45 feet to the Southeast corner of said Northwest Quarter (NW/4); thence North on the East line of said Northwest Quarter (NW/4) a distance 2645.15 feet to the Northeast corner of said Northwest Quarter (NW/4); thence west on the North Line of said Northwest Quarter (NW/4) a distance of 1392.79 feet to the **point or place of beginning**, containing 125.26 acres, more or less except minerals.

Tract No. 2 – D2030

Part of the Southwest Quarter (SW/4) of Section 12, Township 10 North, Range 4 West of the Indian Meridian, Cleveland County, Oklahoma more particularly described as follows:

BEGINNING at a point 99 feet South of the Northwest corner of said Southwest Quarter (SW/4); thence South on the west line of said Southwest Quarter (SW/4) a distance of 881.33 feet to a point on 1664.12 feet North of the Southwest corner of said Southwest Quarter (SW/4), said point being the Northwest corner of the South 100 acres of said Southwest Quarter (SW/4); thence East on the North line of said South 100 acres a distance of 1296.62 feet to a point 1320 feet West of the East line of said Southwest Quarter (SW/4); thence North and parallel to the East line of said Southwest Quarter (SW/4) a distance of 980.68 feet to a point on the North line of said Southwest Quarter (SW/4); thence West on the North line of said Southwest Quarter (SW/4) a distance of 1042.45 feet; thence South and parallel to the West line of said Southwest Quarter (SW/4) a distance of 99 feet; thence West and parallel to the North line of said Southwest Quarter (SW/4) a distance of 253 feet to the point or **place of beginning**.

Tract No. 3 – D2028

A part of the Southwest Quarter (SW/4) of Section 12, Township North (T10N), Range 4 West (R4W) Indian Meridian (I.M.) Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at a point on the north line of said Southwest Quarter (SW/4) and 1295.45 feet East of the Northwest corner of said Southwest Quarter (SW/4); thence East on the north line of said Southwest Quarter (SW/4) a distance of 1320 feet to the Northeast corner of said Southwest Quarter (SW/4); thence South on the East line of said Southwest Quarter (SW/4) distance of 981.03 feet to a point 1664.12 feet north of the southeast corner of Southwest Quarter (SW/4), said point being the NORTHEAST CORNER OF The South 100 acres of said Southwest Quarter (SW/4); thence West on the north line of said South 100 areas a distance of 1320.00 feet; thence North and parallel to the east line of said Southwest Quarter (SW/4) a distance of 980.68 feet to the **point or place of beginning**. Containing 29.73 acres, more or less

Tract No. 4 - D1739

The Southeast Quarter (SE/4) and the South One Hundred (100) acres of the Southwest Quarter (SW/4) of Section Twelve (12), Township Ten (10) North, Range Four (4) West of the Indian Meridian Cleveland County, Oklahoma

LESS and EXCEPT an undivided one-half interest in all oil, gas and other minerals in, under and that may be produced from the above described tracts, Granter reserves to himself, his heirs and assigns, an undivided One Hundred Twenty-six (126) acre interest in the oil, gas and other minerals.

The land above-described is subject to agricultural lease on the cultivated land and granter is to receive agricultural rents on crops matured on the land up to July 15, 1964. Pasture and grazing land is subject to paid up lease expiring December 31, 1963. Granter to retain possession of the improvements on said land up to including July 15, 1964.

The above-described land is to be officially designated by the grantee "Earlywine Park".

Tract No. 5 - D2029

A part of the Southwest Quarter (SW/4) of Section 12, Township 10 North, Range 4 West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Northwest (NW) corner of said Southwest Quarter (SW/4); thence South on the West line of said Southwest Quarter (SW/4) a distance of 99.00 feet; thence East and parallel to the North line of said Southwest Quarter (SW/4) a distance of 253.00 feet; thence North and parallel to the West line of said Southwest Quarter (SW/4) a distance of 99.00 feet to a point on the North line of said Southwest Quarter (SW/4); thence West on the North line of said Southwest Quarter (SW/4) a distance of 253.00 feet to the **point or place of beginning**, containing 0.575 acres, more or less.