



THE CITY OF OKLAHOMA CITY
OFFICE OF THE CITY CLERK
MUNICIPAL BUILDING
200 NORTH WALKER AVENUE
OKLAHOMA CITY, OKLAHOMA 73102

AVIGATION AND HAZARD EASEMENT

E# 35,970

WHEREAS, **Commerce Park Business Center, LLC**, hereinafter called the Grantor, is the owner in fee of that certain parcel of land in the City of Oklahoma City, County of Oklahoma, State of Oklahoma, more particularly described as follows:

SEE ATTACHMENT 'A'

hereinafter called "Grantor's property," and outlined on the attached Exhibit "1" to Attachment 'A'.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby grant, bargain, sell, and convey unto The City of Oklahoma City, a municipal corporation, and the Trustees of the Oklahoma City Airport Trust, a public trust, hereinafter called the Grantees, their successors and assigns, for the use and benefit of the public, an easement and right of way, appurtenant to Wiley Post Airport ("Airport") for the unobstructed use and passage of all types of aircraft in and through the air space above Grantor's property to an infinite height as well as in the vicinity of the Grantor's 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 real property now known as Wiley Post Airport including any additions thereto wherever located, hereafter made by The City of Oklahoma City, a municipal corporation, and/or the Oklahoma City Airport Trust, a public 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 in all air space above or in the vicinity of the surface of Grantor's property such 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 Grantor's property or in landing at or taking off from, or operating at or on said Airport; and Grantor does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Grantees, their successors and assigns, 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

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noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated.

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 the said property or that which attracts hazardous wildlife thereto, and to remove from said airspace or otherwise, 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 Grantor's property for the above purpose.

Notwithstanding the foregoing, Grantor is not prohibited herein from erecting structures 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.

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.

AND for the consideration hereinabove set forth, Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of said easement and right of way, it 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, and that it shall not hereafter use or permit or suffer the use of Grantor's property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or to permit any use of the Grantor's land that causes a discharge of fumes, dust or smoke so as to impair visibility in the vicinity of the airport, attracts hazardous wildlife to the area, or otherwise 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.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be forever binding upon the heirs, administrators, executors, successors and assigns of the Grantor.

IN WITNESS WHEREOF the Grantor has hereunto set its hands and seals this 21 day of October 2022.

Commerce/Park Business Center, LLC

Leah McGee, President

[illegible]

On this 21st day of October, 2022, personally appeared Leah McGee, 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.

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

My Commission Expires: 1-18-23
Commission # 11000505

Notary Public

APPROVAL RECOMMENDED:

Director of Airports

ACCEPTED by the Oklahoma City Airport Trust, this 17 day of November 2022.

Trust Secretary

ACCEPTED by The City of Oklahoma City this 22 day of November, 2022.

City Clerk

REVIEWED for topicality & legality.

Assistant Municipal Counselor/
Attorney for the Trust



ATTACHMENT "A"
Exhibit "1"

Legal Description

Lot Thirteen (13), in Block One (1), of COMMERCE PARK, SECTION 1 to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the plat thereof.