



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# 35,972*

WHEREAS, Shaz Investment Group, LLC, hereinafter called the Grantor, is the owner in fee of that certain parcel of land in the City of Oklahoma City, County of Cleveland, 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 Will Rogers World 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 Will Rogers World 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

*4/20*

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.

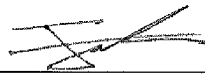
TO HAVE AND TO HOLD said easement and right of way, and all rights appertaining thereto unto the Grantees, their successors, and assigns, until said Airport shall be abandoned and shall cease to be used for public airport purposes.

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 15<sup>th</sup> day of November, 2022.

**Shaz Investment Group, LLC**

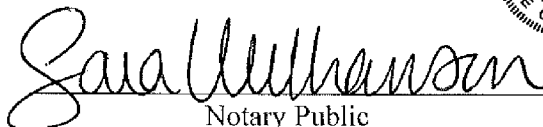
  
Hossein Farzaneh, Manager

STATE OF OKLAHOMA )  
COUNTY OF Cleveland SS

On this 15<sup>th</sup> day of November, 2022, personally appeared Hossein Farzaneh, 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: 12-18-25  
Commission # 17011483

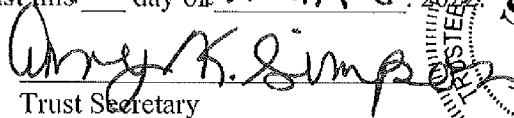
  
Notary Public



**APPROVAL RECOMMENDED:**

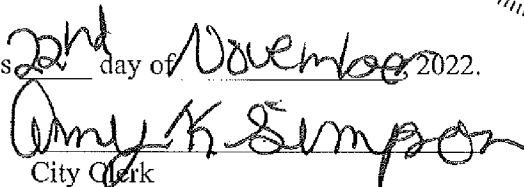
  
Director of Airports

ACCEPTED by the Oklahoma City Airport Trust this 15<sup>th</sup> day of November, 2022.


  
Trust Secretary

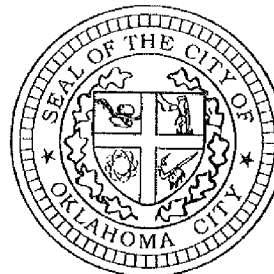


ACCEPTED by The City of Oklahoma City this 22<sup>nd</sup> day of November, 2022.

  
City Clerk

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust



**ATTACHMENT "A"**  
**Exhibit "1"**

**Legal Description**

A tract of land situated within the Southwest Quarter (SW/4) of Section Twenty-Four (24), Township Ten North (T10N), Range Four West (R4W) of the Indian Meridian (I.M.), Cleveland County, Oklahoma, being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said SW/4, marked by a 3/8" Iron Pin found in place; thence

N89°17'00"E along the North line of said SW/4 a distance of 2632.03 feet to the Northeast corner of said SW/4, marked by a 3/8" Iron Pin found in place; thence

S00°09'53"E along the East line of said SW/4 a distance of 1416.00 feet; thence

S89°50'07"W a distance of 47.26 feet; thence

S20°09'40"W a distance of 134.43 feet; thence

S37°00'48"W a distance of 130.89 feet; thence

S28°32'32"W a distance of 151.88 feet; thence

S13°17'23"W a distance of 157.12 feet; thence

S61°09'18"W a distance of 21.26 feet; thence

N84°08'07"W a distance of 36.30 feet; thence

N45°12'54"W a distance of 38.61 feet; thence

S64°32'35"W a distance of 43.92 feet; thence

S79°43'38"W a distance of 38.75 feet; thence

N49°33'04"W a distance of 84.70 feet; thence

N34°08'31"W a distance of 73.86 feet; thence

N53°17'33"W a distance of 191.14 feet; thence

N83°32'11"W a distance of 48.47 feet; thence

S85°09'08"W a distance of 56.41 feet; thence

N79°22'25"W a distance of 240.54 feet; thence

N87°55'10"W a distance of 50.60 feet; thence

S80°51'18"W a distance of 46.24 feet; thence

N63°46'27"W a distance of 37.42 feet; thence

S83°39'08"W a distance of 103.85 feet; thence

N87°33'38"W a distance of 167.12 feet; thence

S73°01'57"W a distance of 40.13 feet; thence

N63°47'25"W a distance of 39.06 feet; thence

N85°30'17"W a distance of 99.61 feet; thence

S80°21'27"W a distance of 68.55 feet; thence

N88°26'16"W a distance of 166.97 feet; thence

S78°38'17"W a distance of 118.74 feet; thence

S62°39'48"W a distance of 73.58 feet; thence

S53°13'29"W a distance of 158.51 feet; thence

S68°29'21"W a distance of 115.09 feet; thence

S50°45'19"W a distance of 78.90 feet; thence

S61°27'27"W a distance of 270.63 feet; thence

S33°24'42"W a distance of 85.88 feet; thence

N89°58'14"W a distance of 26.89 feet to a point on the West line of said SW/4; thence

N00°01'46"E along said line a distance of 2062.12 feet to the POINT OF BEGINNING.

Said tract contains 4,553,063 Sq Ft or 104.52 Acres, more or less.