



The City of Oklahoma City
Office of the City Clerk
200 N. Walker Ave.
Oklahoma City, OK 73102
Project No/Building Permit/Plat: BLDC-2023-00582

E # 36,180

AVIGATION AND HAZARD EASEMENT

WHEREAS, **Cavender Real Estate of Oklahoma City LLC**, hereinafter called the Grantor(s), are the owners, in fee, of a certain parcel of land located in the **County of Oklahoma, State of Oklahoma**, more particularly described on **Exhibit A** ("Grantors' property").

WHEREAS, Grantors desire to grant in and to the Trustees of the Oklahoma Airport Trust, a public trust and to the City of Oklahoma City, a municipal corporation, (collectively "Grantors") an Avigation and Hazard Easement for Grantors' property.

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 Grantors, for themselves, their heirs, administrators, executors, successors and assigns, do 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, and 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 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. Grantors, for themselves and their 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, or 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 noise levels, for the purpose of transporting persons or property through the air by whomsoever owned or operated.

CAVENDER REAL ESTATE OF OKLAHOMA LLC
AVIGATION EASEMENT

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The easement and right of way hereby granted includes the continuing right in the Grantees to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object extending into the air space above said Grantors' 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 Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purpose.

Notwithstanding the foregoing, the Grantors are not prohibited herein from erecting structures on the Grantors' 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 Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, Grantors will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantors' 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 Grantors' land 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. Grantors furthermore waive 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 Grantors and their heirs, administrators, executors, successors and assigns until said easement is extinguished.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 10th day of April, 2023.



Trinity Anderson

[Signature]
Stephen Cavender
Manager

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

On this 10th day of April, 2023, personally appeared Stephen Cavender, 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:

08/06/25

Commission # 21010328



Trinity Anderson
 Notary Public

ACCEPTED by the
 Oklahoma City Airport Trust
 this 27th day of April, 2023

Amy K. Simpe
 Trust Secretary

ACCEPTED by the
 The City of Oklahoma City
 this 9th day of May, 2023

Amy K. Simpe
 City Clerk

REVIEWED for form and legality.

Hailey Raden
 Assistant Municipal Counselor/
 Attorney for the Trust

EXHIBIT "A"

Physical Address: 7320 NW Expressway, Oklahoma City, Oklahoma

Tract 1:

Lot One (1), in Block One (1), of ROCKWELL INDUSTRIAL PARK, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 2:

Lot One (1), in Block One (1), of SILVER SPRINGS CROSSING, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Tract 3:

A tract of land lying in the Southeast Quarter (SE/4) of Section Thirty-two (32), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being described as follows:

Commencing at the Southeast corner of said Section Thirty-two (32);

Thence North 00°07'59" West, along the East line of said Section Thirty-two (32), a distance of 1427.13 feet;

Thence South 62°28'17" West, along the North line of the Oklahoma City Canal, a distance of 56.32 feet;

Thence North 90°00'00" West a distance of 828.00 feet;

Thence North 00°00'00" East a distance of 28.00 feet;

Thence North 90°00'00" West a distance of 714.00 feet to a point on the Easterly right-of-way line for Glade Avenue as established by the Plat of Rockwell Industrial Park, according to the plat thereof recorded in Book 53 of Plats, Page 82;

Thence North 00°07'41" West, along said right-of-way line, a distance of 738.19 feet to the **point of beginning**;

Thence continuing North 00°07'41" West, along said right-of-way line, a distance of 325.02 feet;

Thence North 89°59'00" East a distance of 264.50 feet;

Thence North 00°07'41" West a distance of 48.34 feet;

Thence North 89°59'00" East a distance of 59.41 feet;

Thence North 90°00'00" East a distance of 63.13 feet;

Thence South 45°00'00" East a distance of 42.43 feet;

Thence South 00°00'00" West a distance 176.64 feet;

Thence South 45°00'00" West a distance of 98.99 feet;

Thence South 00°00'00" East a distance of 96.70 feet;

Thence South 89°59'00" West a distance of 346.21 feet to the **point of beginning**.