

AVIGATION EASEMENT
(Individual)

_____ (hereinafter "Grantor") being the owner of the real property, land and improvements (hereinafter "Property") situated at: _____ more particularly described as:

hereby grants to the Tulsa Airports Improvement Trust, an Oklahoma public trust, the Tulsa Airport Authority, a charter agency of the City of Tulsa, and the City of Tulsa, a Municipal Corporation (hereinafter, collectively, "Grantee") an assignable easement (hereinafter "Easement") and right of way, as described herein.

RECITALS:

- A. Grantor is legally capable of disposing of real property or interests in the real property and represents and warrants that Grantor is the owner in fee simple of the above described property.
- B. Grantee owns, operates, manages, improves and expands Tulsa International Airport (hereinafter "Airport").
- C. Grantee, pursuant to the Airport Safety and Noise Abatement Act of 1979 and the Airport Noise Compatibility Program under Part 150 of Federal Aviation Regulations, has adopted and subsequently updated a Noise Compatibility Plan, (hereinafter "NCP"), which has been approved by the Federal Aviation Administration (hereinafter, "FAA").
- D. Grantee is administering a noise mitigation program (hereinafter "Program") providing for the acquisition of avigation easements on properties near the Airport and inside certain noise exposure contours, said contours being identified, described and illustrated in the approved NCP update.
- E. Grantor for itself, heirs, successors and assigns, desires to grant and convey to Grantee a perpetual, nonexclusive avigation easement, for the use and benefit of Grantee, the Airport, the operators, owners and users of aircraft of all types and for the benefit of the public, allowing the free and unobstructed passage of aircraft in the airspace on, upon, over, across, adjacent to, above and in the vicinity of the Property and hereby relinquishes forever certain rights in and to said Property as is more specifically set out herein.

NOW, THEREFORE, in consideration of _____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, and intending to be legally bound hereby, Grantor for itself, its heirs, successors and assigns, hereby grants, bargains, sells and conveys unto Grantee, its successors in interest and assigns, for the use and benefit of the public, a perpetual nonexclusive easement (hereinafter "Easement") and right of way for the free and unobstructed flight and passage of aircraft now known or hereafter invented by whomsoever owned or operated in the airspace on, over, across, above and upon the Property, all as more particularly described as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors, legal representatives, assigns, independent contractors and invitees, a perpetual avigation easement and right-of-way for access and use, on, upon, over, across, adjacent to, above and in the vicinity of the Property.
2. This Easement grants the privilege and right of passage of all lawful flight operations and all noise vibration, odors, vapors, particulates, smoke, dust, or other affects as may be inherent in the operation of or flight or passage in and through said airspace, resulting directly or indirectly there from, and the right to cause all noise, vibration, odors, vapors, particulates, smoke, dust, or other affects as may be inherent in the operation or passage of aircraft in and through said airspace that may enter the described airspace which result directly or indirectly from the operations of aircraft or the Airport, now and in the future, including but not limited to, ground and flight operations of aircraft at, over, on or in the vicinity of the Airport, and regardless of whether arriving, departing maneuvering or en route, while recognizing that the quantity of all such operations may increase in the future.

3. **No Obstructions.** Grantor, for Grantor and Grantor's heirs, successors in interest and assigns, covenants and agrees that Grantor will restrict the height of building, structures, poles, trees or other objects whether natural or otherwise, located or to be located upon the Property and will not:
 - a. Erect, or permit the erection of, any structure or object; which would encroach or extend into the Easement, or
 - b. Permit objects of natural growth, such as trees or other vegetation, to remain which encroach

upon or extend into this Easement above a height defined in Federal Aviation Regulations or like laws, rules or regulations, as they may be created, amended or changed from time to time.

In the event that the Grantee determines that any proposed construction upon the Property requires notice and/or application to the FAA, Grantor agrees, prior to construction, to submit an application and/or such other form or application as may be created and/or required by the FAA or any other agency or department from time to time.

4. **No Interference with Aircraft.** Grantor, for Grantor and Grantor's heirs, successors in interest and assigns, covenants and agrees that Grantor will not use or permit or suffer the use of the Property in violation of Part 77, of the Federal Aviation Regulations or in such a manner as to:
 - a. Create electrical interference with radio communication to or from any aircraft;
 - b. Make it difficult for aircraft pilots to distinguish between airport lights and other lights;
 - c. Impair visibility in the vicinity of the Airport; or
 - d. Otherwise endanger the landing, taking-off or maneuvering or flight of aircraft.

5. **Waiver and Release.** All of the uses provided for in this Easement shall be without any liability and Grantor hereby expressly releases, waives and discharges Grantor, its successors and assigns, legal representatives, officers, employees and agents from any and all rights or claims of liability of the Grantee or of any other person or entity entitled to the benefits of this Easement for damage to property or physical or emotional injury to persons, animals or any other living thing, the diminution in value of any personal or real property, and discomfort or interference with the audio portion of television and/or radio by, from or arising from the operation of aircraft, as well as any claim or cause of action for inverse condemnation. This grant expressly does not exclude claims by the Grantor or those claiming under it for physical or personal injury caused by any air traffic using the Easement which does identifiable physical damage to the Property or persons located therein by in any way coming into direct physical contact with the Property or persons located on the Property.

6. **Reservation.** This Easement reserves to the Grantor and Grantor's heirs, successors and assigns the right to use and occupy Grantor's property for all purposes which do not interfere with or abridge the rights or Easement granted to Grantee herein.

7. **Covenant with Land.** It is understood that all covenants and agreements contained herein shall be restrictions and covenants to run with and be appurtenant to the Property for all purposes.

8. **Definition of Aircraft.** For the purpose of this Easement, "aircraft" is defined as any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space.

GRANTOR(S)

DATE

Date

Date

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public in and for said County and State, on this ___ day of _____, 200__, personally appeared _____ and _____, _____ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____ Notary Public
My Commission Number: _____