

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES §

AIRSPACE EASEMENT AND RESTRICTIVE COVENANTS

THIS AIRSPACE EASEMENT AND RESTRICTIVE COVENANTS ("Easement") is made _____, 2022, by and between 8321 Weber, LLC and Weber-Oso Investments, LLC both having an address at 711 N Carancahua Street, Suite 808, Corpus Christi, Texas 78401, hereinafter collectively referred to as the "Grantors," and the City of Corpus Christi, Texas, located at 1201 Leopard Street, Corpus Christi, TX 78401, hereinafter "Grantee."

WITNESSETH:

WHEREAS Grantors are the sole owners of the surface estate in and to certain real property in Nueces County, Texas, comprising 52 acres of land, more or less, which lands are more particularly described in **Exhibit A and B** attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located in the Clear Zone for Navy Outlying Landing Field Cabaniss, Corpus Christi, Texas which is operated and used by the United States of America for military purposes, and which property is more particularly described in **Exhibit C** attached hereto and incorporated herein (the "Airfield"); and

WHEREAS, Grantee has requested an airspace easement over the Property from Grantors, along with certain covenants to limit development or use of the Property which would otherwise be incompatible with the mission of the Airfield.

NOW THEREFORE, in consideration of Grantee's payment to Grantors of the sum of **\$1,482,855 (\$28,500 X 52.03 acres)**, the receipt and sufficiency of which is hereby acknowledged by Grantors, and the mutual covenants, terms, conditions and restrictions contained herein, Grantors and Grantee agree as follows:

1. **Definitions.** The following terms will have the meanings assigned to such terms below when used throughout this Easement:
 - a. **"aircraft"** means any and all types of aircraft, to include, but not limited to jet aircraft, propeller driven aircraft, civilian aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training and/or transporting persons or property through the air by whomsoever owned or operated.

- b. **"Approach Surface Plane"** means an imaginary surface shaped like a trapezoid: (i) longitudinally centered on the extended runway centerline at the Airfield; (ii) beginning 200 feet beyond the end of each runway pavement and at the runway end elevation; (iii) having an inner-edge width of 1,000 feet expanding outward uniformly to a width of 16,000 feet at the outer edge; and (iv) sloping upward for a distance of 10,000 feet at a slope of 50 to 1, with an additional 40,000 feet at a slope of 40 to 1.
- c. **"Height Restriction"** means sixty feet (60') above the surface of the Property.
- d. **"Mineral Rights"** means oil, gas and all other minerals lying in, on and under and/or that may be produced, saved and marketed from the Property.
- e. **"Structure"** means any building, home, storage facility, retail or wholesale facility, commercial facility, refining or processing facility, industrial facility, mobile home or trailer, tower, wind turbine, or any other man-made permanent apparatus.

2. **Grant of Airspace Easement.** For the stated consideration, Grantors do hereby grant and convey to Grantee, its successors and permitted assigns, an airspace easement to ensure the right of way for the free and unobstructed passage of aircraft in, through and across the airspace over the Property at all heights above only that portion of the Approach Surface Plane overlying the Property regardless of the type, description or manner of operation and regardless of the frequency of flight or the intensity of the sound generated by such aircraft.

3. **Restrictions/Prohibited Uses of the Property.** It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the current use of the Airfield. As such, for so long as the Airfield is used for military purposes or air flights are being conducted at the Airfield, the Grantors will refrain from certain development, construction and uses of the Property. The following activities on the Property are prohibited for so long as the Airfield is used for military purposes or air flights are being conducted at the Airfield:

- a. excluding fences, the construction and/or operation of any Structure;
- b. use of the Property as a public gathering place;
- c. the emission of any artificial light source directed above the Height Restriction;
- d. the conduct of any intentional activities that produce smoke, dust, glare or other visual hazards extending above the Height Restriction, provided dust from customary farming operations will not violate this prohibition;
- e. the division, subdivision or de facto subdivision of the Property, provided leases of all or a portion of the Property will not violate this prohibition;
- f. the planting of new trees or other plants whose heights exceed the Height Restriction at the time of planting;

- g. hunting on the Property or allowing third parties to hunt on the Property, other than for purposes of predator control, provided fishing on the Property will not violate this prohibition;
- h. the construction of any fencing on the common boundary line between the Property and the Airfield which is either made of solid material or exceeds a height of seven feet (7');
- i. the construction of any man-made water impoundments specifically designed to attract birds and/or waterfowl, provided water impoundments for drainage purposes will not violate this prohibition if such water impoundments are not enhanced for the attraction of waterfowl. Should the impoundments attract such a concentration of birds to the extent they cause training or operational hazard to the Airfield, the Grantors, upon request of the Grantee, shall modify the impoundments at the sole cost of Grantors;
- j. the transmission of electromagnetic and/or radio frequency emissions emanating from the Property that would interfere with aircraft, aircraft communications systems, or aircraft navigational equipment; and
- k. transient overnight stays and temporary accommodations such as trailers, RVs, tents, etc.

If and when air flights permanently cease to take place at the Airfield, or the Airfield property is conveyed to an entity other than a federal agency or department of the United States of America, the restrictions on the use of the Property provided for in this Section 3 will automatically terminate. Air flights will be deemed to have permanently ceased at the Airfield if no military aircraft take off from or land at the Airfield for 60 consecutive months.

4. **Rights of Grantors.** Except as provided in Section 3 above, Grantors reserve for themselves, their successors and assigns, and such parties' respective agents, representatives, guests and invitees, all rights to use and enjoy the Property for any and all purposes. Without limiting Grantors' reservation of rights, Grantee acknowledges that the existing lake situated on the Property includes an active bird habitat and neither the lake nor its habitat will be deemed to violate any of the prohibitions set forth in Section 3 of this Easement. Grantors agree not to expand the existing lake. Grantee further acknowledges that nothing contained in this Easement is intended to limit or restrict the use of the Property for customary farming operations, including without limitation the planting and harvesting of crops for commercial purposes.

5. **Mineral Rights.** Grantee acknowledges that Grantors may not own all of the Mineral Rights. Grantors, with respect to Mineral Rights owned by them agree to refrain from, and to cause any third party lessees of Grantors to refrain from erecting or operating any drilling rig on the Property and from construction and/or operating any other structure or equipment used in connection with the exploration, development, production and/or marketing of the oil, gas and/or other minerals underlying the Property. Nothing contained in this Easement will affect the Mineral Rights of any third party, including without limitation any current lessee of the Mineral Rights, and Grantee acknowledges that third party owners of the Mineral Rights may

have rights to use the surface of the Property without regard to any restrictions contained in this Easement.

6. **Duties of Grantor.** Subject to the provisions of this section, Grantors agree to trim or top any trees or other plants now situated on or hereafter placed on the Property when such trees or plants exceed the Height Restriction. Grantee will notify Grantors in writing when any trees or other plants on the Property exceed the Height Restriction. Grantors will have a period of thirty (30) days from receipt of such notice within which to trim or top trees or plants exceeding the Height Restriction. If Grantors fail to conduct such topping or trimming within said thirty (30) day period, Grantee may trim or top those trees and/or plants exceeding the Height Restriction only to the extent necessary to reduce the height of such trees and/or plants below the Height Restriction. In the event Grantee conducts such trimming or topping in accordance with this section, Grantors will reimburse Grantee for its actual costs associated therewith.

7. **Assignment.** Grantee may assign this Easement to any federal agency or department of the United States of America which owns or operates the Airfield without prior written approval from Grantors, provided that any such assignment will not impose any additional limitations on Grantors or the Property. Except as provided in the preceding sentence, Grantee may not assign this Easement to any third party without the prior written consent of Grantors, which consent may be withheld in Grantors' discretion. Grantors may assign their rights and obligations under this Easement, in whole or in part, without the prior approval of Grantee, in connection with any sale of all or any portion of the Property, provided Grantors will provide written notice to Grantee of any sale of all or any portion of the Property within thirty (30) days of the consummation of such sale.

8. **Covenants Running with the Property.** The air easement granted herein, and all other covenants contained in this Easement run with and burden the Property, benefit the Airfield and will be binding upon Grantors, Grantee, and the respective successors and assigns of such parties.

9. **Other Property not Affected.** The rights and obligations of the parties to this Easement extend only to the Property. Nothing contained herein creates any easement or other encumbrance on any other lands owned by Grantors, including without limitation lands owned by Grantors which are adjacent to the Property.

10. **Enforcement and Remedies.** In the event of breach by Grantors of any terms, conditions, or obligations created by this Easement, Grantee will provide written notice of such breach to Grantors. Grantors will have thirty (30) days from receipt of such notice within which to cure any breach of this Easement, except where irreparable harm may result from any delay in curing a breach. In the event Grantors fail to cure any breach within thirty (30) days of receipt of notice, Grantee may file suit seeking any and all relief to which it may be entitled at law or in equity, provided if the nature of Grantors' breach is such that it cannot be remedied within thirty (30) days, Grantee may not file suit or seek other relief as long as Grantors commence to cure the breach within thirty (30) days and diligently prosecute curative action to completion. If a breach by Grantors threatens irreparable harm to Grantee or the Airfield, the thirty (30) day cure period will not apply, and Grantee may seek injunctive relief to eliminate the threat of irreparable harm. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or

affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

11. **Costs and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

12. **Subsequent Transfers.** Grantors agree to reference and incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in the Property, excluding leasehold interests in the Property.

13. **Notices.** Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

Grantor: 8321 Weber, LLC
711 N Carancahua Street, Suite 808
Corpus Christi, Texas 78401

Grantee: City of Corpus Christi Property & Land Acquisition
1201 Leopard, 3rd floor
Corpus Christi, Texas 78401

or to such other address as either party may designate by written notice to the other. Notices delivered personally will be deemed delivered when actually received. Each notice delivered by mail will be deemed delivered three (3) days after the date such notice, properly addressed, is post-marked.

14. **Sale of Property.** If Grantors decide to sell all or any portion of the Property, Grantors will first offer Grantee the right to purchase that portion of the Property to be sold in accordance with the provisions of this section. In the event Grantors intend to sell all or a portion of the Property together with adjoining lands owned by Grantors, the offer will apply to all lands being offered for sale by Grantors. Prior to marketing the Property for sale to third parties, Grantors will provide written notice to Grantee, which notice will include: (a) a description of that portion of the Property to be offered for sale, along with any other adjoining lands of Grantors to be sold; (b) any conditions of sale such as reservations of Mineral Rights, retained access easements, etc.; and (c) a copy of an appraisal of the fair market value of the lands to be sold prepared by a qualified, independent appraiser selected by Grantors, the cost of which appraisal will be borne by Grantors (the "Sale Notice"). Grantee will have a period of seventy-five (75) days from the date of the Sale Notice within which to elect by written response delivered to Grantors to purchase the lands described in the Sale Notice at a price equal to the fair market value of such lands as reflected in Grantors' appraisal. In the event Grantee elects to purchase the lands described in the Sales Notice, closing of the transaction will occur within ninety (90) days of the date of the Sale Notice, and Grantors will convey title to the lands described in the Sale Notice by special warranty deed in exchange for payment of the purchase price. In the event for any reason Grantee fails to elect to purchase the lands described in the Sale Notice within seventy-five (75) days of the date of the Sale Notice, or having so elected, fails to close on the purchase of the lands described in the Sale Notice within ninety (90) days of the date of the Sale Notice, Grantee's rights under this section, as to the lands described in the Sale Notice, will automatically terminate, and Grantors will be free to sell the lands described in the Sale Notice to any third

party or parties on such terms as may be acceptable to Grantors. In the event Grantors do not convey all of the Property in an initial sale, Grantee's rights under this section will be recurring.

15. **Grantors' Representations.** Grantors represents and warrant as to the date of execution of this Easement the following: (a) Grantors are seized of fee simple ownership in the surface estate in and to the Property and have the authority to enter into this Easement; and (b) the Property is free and clear of any and all liens or encumbrances, except for matters appearing of public record in the county in which the Property is located, prescriptive easements and easements apparent from a visual inspection of the Property; and (c) that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

16. **Right to Repurchase Airspace Easement.** At any time following termination of the restrictions on use of the Property as provided in Section 3 above, the then current owner or owners of the Property shall have the right to purchase a revocation of the airspace easement provided for in Section 2 above. In the event such right is exercised, the purchase price for revocation of the airspace easement will be the fair market value of the airspace easement at the time the right is exercised, as determined by an independent appraiser selected by the then current owner or owners of the Property.

17. **Right of Entry.** Grantee shall have the right to enter onto the Property once per calendar year to inspect for compliance with the restrictive covenants. Grantee must provide Grantor at least three (3) days prior written notice prior to entry onto the Property

TO HAVE TO HOLD the above-described easement rights, together with all and singular rights and appurtenances in anywise thereto belonging, unto said Grantee, and Grantors do hereby bind themselves, successors and assigns to warrant and forever defend all and singular the said easement rights unto the said Grantee against any person whomsoever claiming or to claim the same or any part thereof by, through and under Grantors, but not otherwise.

IN WITNESS WHEREOF Grantor has caused this instrument to be effective the day and year first written above.

GRANTORS:

8321 Weber, LLC

By: _____

STATE OF TEXAS §

§

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by _____ as the _____ of 8321 Weber, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

Weber-Oso Investments, LLC

By: _____

STATE OF TEXAS §

§

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by _____ as the _____ of Weber-Oso Investments, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

GRANTEE:

City of Corpus Christi

Jeff H. Edmonds, P.E.
Director of Engineering Services

Approved as to Form:

Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2022, by Jeff H. Edmonds, P.E., Director of Engineering Services for the City of Corpus Christi, a Texas municipality, on behalf of such municipality.

Notary Public, State of Texas



Job No. 43201.C2.06
October 9, 2022
Revised: October 26, 2022

Exhibit A
52.03 Acre Tract

STATE OF TEXAS
COUNTY OF NUECES

Fieldnotes for a 52.03 Acre Tract, being a portion of a 32.48 Acre Tract (Called 32.41 Acre Tract), a 29.01 Acre Tract out of Section C and a 41.36 Acre Tract (Called 41.30 Acre Tract) out of Section B and C, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, said Tracts described in a General Warranty Deed from Colson Family Partnership, L.P. to 8321 Weber, LLC, recorded in Document No. 2012027806, Official Public Records of Nueces County, Texas and being a portion of a 18.14 Acre Tract and a 0.9973 Acre Tract (Called 0.9942 Acre Tract) out of the said Section B and C, said Tracts described in a General Warranty Deed from Oso-Weber Investments, LLC. to Weber-Oso Investments, LLC., recorded in Document No. 2012027809, of the said Official Public Records; said 52.03 Acre Tract being more fully described by metes and bounds as follows;

Commencing, at a 5/8 Inch Iron Rod Found, on the apparent North Right-of-Way line of Farm to Market Road 43, being the Southwest corner of the said 32.48 Acre Tract, from **Whence** a 5/8 Inch Iron Rod Found, on the West boundary line of the said 32.48 Acre Tract, bears North 00°43'04" West, 598.49 Feet;

Thence, North 58°21'26" East, over and across the said 32.48 Acre Tract, 380.33 Feet, to the **Point of Beginning** and for the Southwest corner of this Tract;

Thence, North 00°17'19" East, over and across the said 32.48 Acre Tract, 2484.16 Feet, to the North boundary line of the said 32.48 Acre Tract and for the Northwest corner of this Tract;

Thence, South 68°09'12" East, with the North boundary line of the said 32.48 Acre, the said 29.01 Acre and the said 18.14 Acre Tracts, 778.46 Feet, to a corner of the said 18.14 Acre Tract and of this Tract;

Thence, South 55°54'42" East, with the North boundary line of the said 18.14 Acre Tract, 331.92 Feet, to a point on the North boundary line of the said 18.14 Acre Tract and for the Northeast corner of this Tract;

Thence, South 00°17'19" West, over and across the said 18.14 Acre and the said 41.36 Acre Tract, 1994.73 Feet, to the Southeast corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, on the said apparent Right-of-Way line, for the Southeast corner of the said 41.36 Acre Tract, bears South 80°58'49" East, 1008.68 Feet;

Thence, South 89°12'52" West, over and across the said 41.36 Acre, the said 0.9973 Acre, the said 29.01 Acre and the said 32.48 Acre Tracts, 1000.00 Feet, to the **Point of Beginning** and containing 52.03 Acres (2,266,447 Square Feet) of Land, more or less.

Bearings are based off of the West boundary line of a 38.28 Acre Tract (Called 38.34 Acre Tract) described in a General Warranty Deed from Colson Family Partnership, L.P. to 8321 Weber, LLC, recorded in Document No. 2012027806, Official Public Records of Nueces County, Texas.

52.03 Acre Tract, being 500 Feet wide on either side of the centerline projection of the runway, 3000 Feet from and parallel to the end of the said runway.

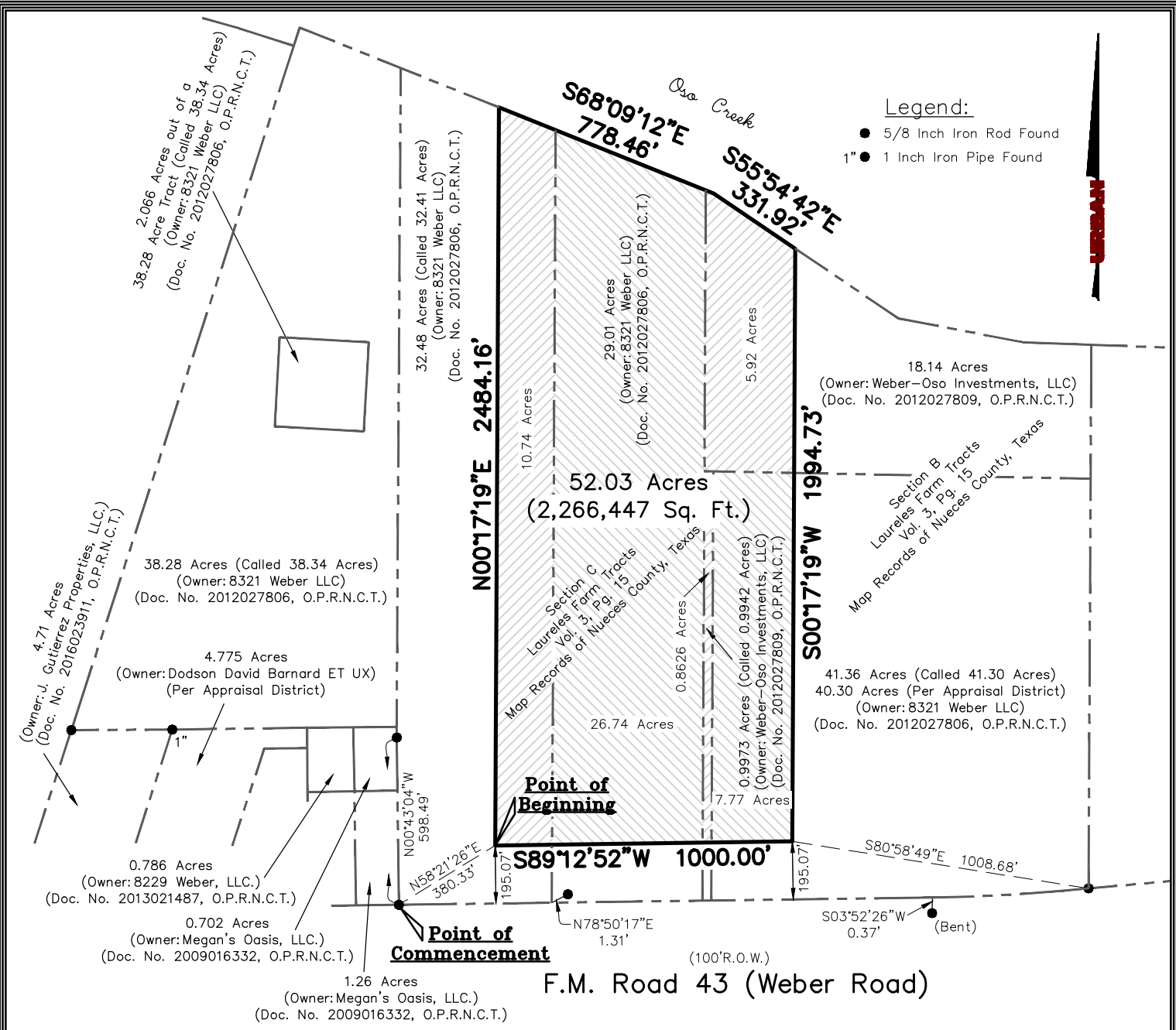
Boundary line along Oso Creek is based on the record description and not current on the ground conditions. The said description is not an approved boundary by the Texas General Land Office.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying sketch of Tract described herein.



URBAN ENGINEERING
Brian D. Lorentson
Brian D. Lorentson, R.P.L.S.
License No. 6839



Legend:
 ● 5/8 Inch Iron Rod Found
 1"● 1 Inch Iron Pipe Found

Total Acreage by Owner:

- 8321 Weber LLC - 45.25 Acres
- Weber-Oso Investments, LLC - 6.78 Acres

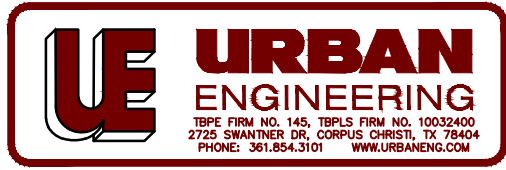
General Notes:

- 1.) Bearings are based off of the West boundary line of a 38.28 Acre Tract (Called 38.34 Acre Tract) described in a General Warranty Deed from Colson Family Partnership, L.P. to 8321 Weber, LLC, recorded in Document No. 2012027806, Official Public Records of Nueces County, Texas.
- 2.) Boundary line along Oso Creek is based on the record description and not current on the ground conditions. The said description is not an approved boundary by the Texas General Land Office.
- 3.) 52.03 Acre Tract, being 500 Feet wide on either side of the centerline projection of the runway, 3000 Feet from and parallel to the end of the said runway.

Exhibit B
Sketch to Accompany

FIELDNOTES for a 52.03 Acre Tract, being a portion of a 32.48 Acre Tract (Called 32.41 Acre Tract), a 29.01 Acre Tract out of Section C and a 41.36 Acre Tract (Called 41.30 Acre Tract) out of Section B and C, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, said Tracts described in a General Warranty Deed from Colson Family Partnership, L.P. to 8321 Weber, LLC, recorded in Document No. 2012027806, Official Public Records of Nueces County, Texas and being a portion of a 18.14 Acre Tract and a 0.9973 Acre Tract out of the said Section B and C, said Tracts described in a General Warranty Deed from Oso-Weber Investments, LLC. to Weber-Oso Investments, LLC., recorded in Document No. 2012027809, of the said Official Public Records.

REV: OCT. 26, 2022
 DATE: OCT. 9, 2022
 SCALE: 1"=500'
 JOB NO.: 43201.C2.06
 SHEET: 1 of 2
 DRAWN BY: RLG
 urbansurvey1@urbaneng.com
 ©2022 by Urban Engineering



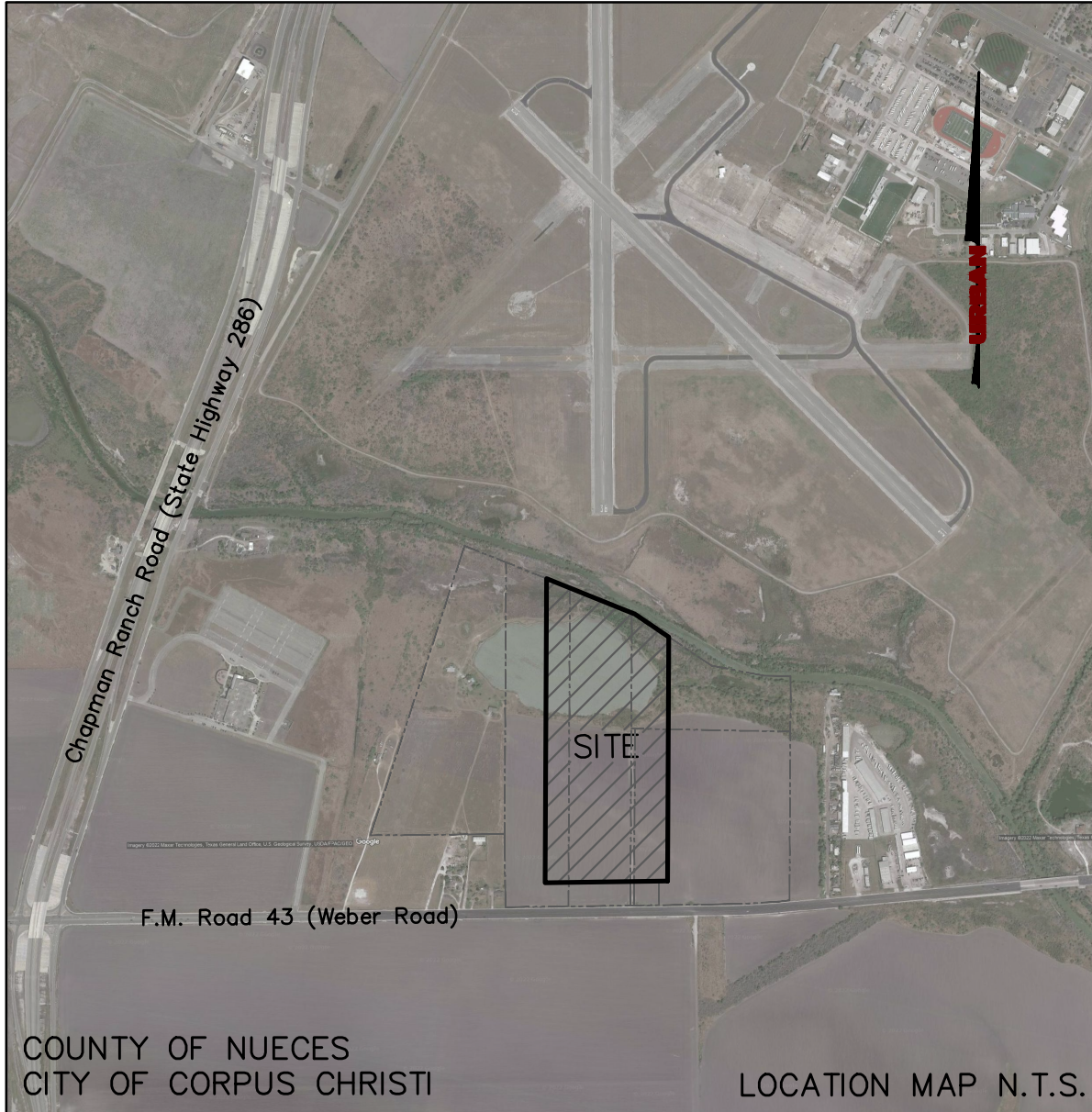
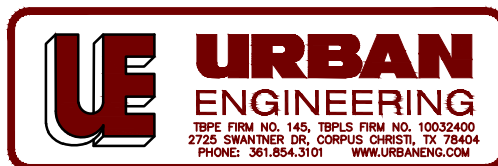


Exhibit B
Sketch to Accompany

FIELDNOTES for a 52.03 Acre Tract, being a portion of a 32.48 Acre Tract (Called 32.41 Acre Tract), a 29.01 Acre Tract out of Section C and a 41.36 Acre Tract (Called 41.30 Acre Tract) out of Section B and C, Laureles Farm Tracts, a map of which is recorded in Volume 3, Page 15, Map Records of Nueces County, Texas, said Tracts described in a General Warranty Deed from Colson Family Partnership, L.P. to 8321 Weber, LLC, recorded in Document No. 2012027806, Official Public Records of Nueces County, Texas and being a portion of a 18.14 Acre Tract and a 0.9973 Acre Tract out of the said Section B and C, said Tracts described in a General Warranty Deed from Oso-Weber Investments, LLC. to Weber-Oso Investments, LLC., recorded in Document No. 2012027809, of the said Official Public Records.



REV: OCT. 26, 2022
 DATE: OCT. 9, 2022
 SCALE: NTS
 JOB NO.: 43201.C2.06
 SHEET: 2 of 2
 DRAWN BY: RLG
 urbansurvey1@urbaneng.com
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Path: M:\VA_BeachNavy_ObstructionMaps\WXD\Reports\NAS_Corpus_Christi\Draft\NOLF_Cabaniss_Airfield_Obstructions_Airfield_Equipment.mxd



Figure 3-8a NOLF Cabaniss Obstructions - Airfield Equipment

NOLF Cabaniss
Nueces County, Texas

SOURCE: NAVFAC SE 2015; ESRI 2012; sri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community.