

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

**Roscoe J. Hatfield
Council Chambers, 300
West Evergreen,
Durant, Oklahoma
AGENDA**

February 12, 2019

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of January 8, 2019

2. Consider Items Removed from Consent

3. Information Items

- a. Airport Memorial Details for Durant Regional Airport - Eaker Field
- b. Airport Manager Monthly Report - January 2019

4. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

5. Administration

- a. Consider Approval of a Ground Lease Agreement # C-2019-06 for the Construction of a New Corporate Hangar Located at Durant Regional Airport - Eaker Field for First United Bank of Durant

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 8th day of February, 2019.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 1/16/2019
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of January 8, 2019

Council Information / Action Requested

Approval of Regular Meeting Minutes of January 8, 2019

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Regular Meeting Minutes -January 8, 2019	Exhibit	1/16/2019

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 5:22 p.m. on the 4th day of January, 2019.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF January 8, 2019 AT 6:00 PM, Roscoe J. Hatfield Council Chambers,
300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 7:08 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Tom Marcum
Trustee Mike Dills	City Manager Tim Rundel
Trustee Destry Hawthorne	City Clerk Cynthia J. Price
Vice Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of December 11, 2018
- b. Consider Approval of Budget Adjustments for FY 18-19
Approved
Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve consent items as presented. Motion Passed with the following vote:
Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

Jim Thorpe commented under the 'Citizen Comments' portion of the Durant City Council meeting.

4. Administration

- a. Consider Approval of Addendum C-2018-55(A) to Agreement C-2018-55 with the Choctaw Nation of Oklahoma for a Donation of \$2,000,000.00 to be Used in the Airport Runway Rehabilitation and Extension Project Located at Durant Regional Airport - Eaker Field Approved

Public Works Director Marty Cook addressed council and stated the Durant Airport Authority previously approved a Memorandum of Understanding between the Choctaw Nation and the City of Durant for the extension project at the airport. The Choctaw Nation has asked to amend the Memorandum of Understanding and that the funds be a donation.

Mayor Tomlinson asked City Manager Tim Rundel and Public Works Director Marty Cook to share our gratitude and thanks to the Choctaw Nation of Oklahoma for their financial assistance in this project.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Addendum C-2018-55(A) to Agreement C-2018-55 with the Choctaw Nation of Oklahoma for a donation of \$2,000,000 to be used in the Airport Runway Rehabilitation and Extension Project located at Durant Regional Airport - Eaker Field.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

5. New Business

There was no new business.

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Public Works Director

Memorandum

Date: 2/4/2019
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Airport Memorial Details for Durant Regional Airport - Eaker Field

The Durant Airport Advisory Board is interested in creating a monument / sign for our Airport that would reflect on some significant contributors to our Airport during its history. The Advisory Board is going through some qualifiers and procedures to assign names to the memorial. We are excited to find a monument that is very good looking as well as durable. This monument will be made from a created stone and embedded with the imprint that you see on the photo. It is also significantly less expensive than a typical granite monument. The plan would be for one Monument with a plaque and one bench at this time.

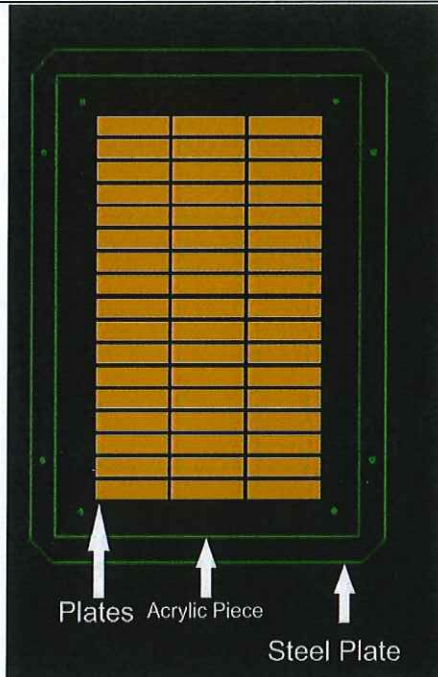
Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Pictures	Cover Memo	2/4/2019

Plaque Cost: \$230.00



Boulder Cost: \$834.00 (delivery/tax)



EAKER PROOF 2



Boulder Size - 32" wide by 44" tall

* NOTE THAT NO TWO BOULDERS ARE THE SAME. *ALL FONTS AND IMAGES MAY VARY SLIGHTLY ON COMPLETED PRODUCT. PROOFS SHOWN ARE NOT EXACT REPRESENTATIONS AND LIKE ALL NATURAL MATERIALS VARIATION IS NORMAL.

Bench Cost: \$500.00 (delivery/tax)



Total Cost: \$1564.00

Don't forget to ask Judy about the transfer of monies.



The City of Durant

Office of City Clerk

Memorandum

Date: 2/7/2019
To: Airport Authority
From: Dewayne Williams, Airport Manager
Re: Airport Manager Monthly Report - January 2019

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
Airport Manager Monthly Report - January 2019	Exhibit	2/7/2019



Durant Regional Airport Eaker Field

Airport Managers Monthly Report

February 12, 2019

Dewayne Williams, F.B.O.

- **Fuel Sales – January 2019**

Avgas 100 Low Lead (100LL)

Prior Calendar Year (01/01/2018 to 12/31/2018) – 34,632.398 Gallons

January 2019 – 3,552.790 Gallons

Jet A w/prist (Deicing additive)

Prior Calendar Year (01/01/2018 to 12/31/2018) – 122,363.00 Gallons

January 2019 – 14,716.00 Gallons

- **Runway 17 - 35 Extension Project**
In process and currently on schedule. 1500-foot displaced threshold (construction safety zone) on southern end of runway 35.
- **Hangars – 98% Occupancy**
- **Maintenance Issues**
No major issues currently.
- **Equipment Upgrades Needed**
100 LL Self-Service Fuel Terminal needs to be upgraded soon.
Plan for AWOS complete system upgrade within four (4) years.

Questions/Concerns/Comments?

- Thank you.



The City of Durant

Public Works Director

Memorandum

Date: 2/1/2019
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of a Ground Lease Agreement # C-2019-06 for the Construction of a New Corporate Hangar Located at Durant Regional Airport - Eaker Field for First United Bank of Durant

First United Bank of Durant would like to lease a portion of land located at our Airport for the Construction of a new Corporate Hangar. As shown in the attached survey, this portion of land is about 151,153 square feet. The proposition is to construct a new corporate hangar while our runway is under construction with the runway extension project.

Council Information / Action Requested

Approve / Deny Ground Lease Agreement # C-2019-06

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
C-2019-06 1st United Ground Lease	Cover Memo	2/6/2019
Survey	Cover Memo	2/6/2019
Attachment "A"	Cover Memo	2/6/2019

Lease Agreement of Property to Construct Hanger

This lease is made and entered into this ____12th____ day of __February__, 2019, between the DURANT AIRPORT AUTHORITY, a public trust, as lessor ("Authority"), and the FIRST UNITED BANK OF DURANT ("Lessee"):

Recitals

- A. The City of Durant, a municipal corporation, is the owner in fee of the real property constituting the entire airport premises that is located in the southern portion of the City. The Authority leased the entire airport property from the City of Durant and has the authority to sublet the premises unto the Lessee. The premises to be leased is a part of the Durant Regional Airport - Eaker Field, the boundaries of which are described in that certain quitclaim deed executed by the United States of America, dated June 25, 1947, and filed in the office of the County Clerk of Bryan County, Oklahoma on June 26, 1947 in Book 266 at Page 481.
- B. This lease agreement shall be subject to any restriction or reservations contained in paragraph V. of the deed above described. Any violation of the restriction or reservations by the Lessee shall immediately terminate this lease agreement.
- C. For and in consideration of the rents, covenants, and conditions contained herein the Authority hereby agrees to lease and let to Lessee and Lessee agrees, under the terms and conditions contained herein, to lease from Authority the property as described in attachment "A" (surface only), attached:
- D. That real property is being leased for the sole and only purpose of the Lessee constructing a airplane hangar better described and shown by the attached topographic survey prepared by Page Surveying dated as revised February 6, 2019.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Term

A. The term of this lease shall be for a period of 30 years, commencing on the 1st day of March, 2019, and expiring on the 31st day of February, 2049.

B. Lessee is granted an option of an additional term for an annual rental in an amount reasonably determined by and between the parties.

2. Use and Purpose

The leased premises shall be used for the construction of an airplane hangar and offices according to the provisions of architectural plans which would be approved by the City of Durant Building Department. The leased premises shall be used for this stated purpose and related acts to the storage and maintenance of aircraft belonging to the Lessee.

3. Consideration for Lease

Lessee shall pay annually to Lessor the sum equal to .10¢ per square foot of surface as rental for the premises. This parcel is 151,153 square foot, which produces a annual rent of \$15,1154.30 beginning March 1, 2019. Annually on the contract anniversary date the annual rental fee shall increase by the previous calendar year's Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. (previous year's annual fee x (1 + CPI) = new annual fee). Lessee shall pay the first payment of the lease on the date of the execution of this agreement. Each annual payment thereafter shall be due and payable on the 1st day of March of each year, for a term of 20 years at which time, Lessee has exclusive right for 2 additional 10 - year terms with a continuing escalation rate as previously set forth herein.

4. Covenant To Grade and Pave

Authority agrees to grade and Pave a roadway from the current south ending of Cessna Street to the entry of the Lessee's entryway to the leased premises . The roadway shall be completed at approximately the same time as the completion of Lessee's hanger. Authority agrees to furnish the labor for the construction of the roadway. As additional consideration for this lease agreement, Lessee shall reimburse the Authority for all material costs. It is anticipated that the material costs will be approximately \$15,000.00. The roadway shall be constructed in accordance with the regulations of the City of Durant and shall remain under the supervision and control of the City of Durant, not being a part of the Leased Premises.

5. Storage Tanks

Lessee shall not provide or place any storage aviation fuel tanks upon the leased premises and as further consideration, Lessee agrees to purchase all aviation fuel from the Authority.

6. Covenant to Furnish Water and Sanitary Sewer

Authority further agrees to furnish infrastructure for transferring potable water and sanitary sewer disposal to the leased property line, the exact destination and location to be determined by the Authority after consulting with the Lessee.

7. Permits

Lessee shall obtain all permits for construction and occupancy at its own expense and with all provision of the City of Durant Building Code.

8. Landscaping and Lighting

Lessee agrees to first seek approval of the Authority prior to placement of landscape with flora, trees, and lighting. Lessee shall maintain a minimum lighting pattern for security purpose and always comply with the regulations and direction of the Federal Aviation Administration.

9. Airport Rules and Regulations

Lessee must abide by the Rules and Regulations of the Airport, as well as any other State and Federal Regulations as they may apply.

10. Construction

A. Covenant To Build

The building shall be constructed and erected substantially in accordance with the plot plan and construction plans and specifications prepared by lessee free of expense to the Authority and approved by the Authority and the City of Durant Building Official or Fire Marshal.

B. Bonds

- 1) On or before the dated of commencement of construction of any building, structure, or other improvements, lessee shall file or cause to be filed with the Authority clerk of the Authority, a performance bond and a labor and material bond executed by lessee or by lessee's contractor and by a surety authorized to do business in the state of Oklahoma as surety guaranteeing the performance of the provisions of this Agreement. If the bond is executed by the lessee, it shall name the Authority as obligee. If the bond is executed by the lessee's contractor it shall name the lessee and the lessor as joint obligees.
- 2) The term of both bonds shall commence on or before the date of filing with the Authority clerk. The performance bond shall remain in effect until the dated of completion of the work to the reasonable satisfaction of the Authority manager of the Authority. The labor and material bond shall remain in effect until the expiration of the period of filing a claim of lien as provided in the Oklahoma Statutes, or if a claim of lien is filed, the expiration of the period for filing an action to foreclose the lien, or until the leased premises are freed from the effect of the claim of lien and any action brought to foreclose a lien pursuant to the provisions of 42 O. S. §141 et seq. or the lien is otherwise discharged .

C. Force Majeure

The time within which lessee is obligated to construct, repair, or rebuild any building, structure, or other improvement shall be extended for a period of time equal in duration to, and performance in the meantime shall be excused on account of and for and during the period of, any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, action or regulation of any governmental agency, law or ordinance, impossibility of obtaining materials, or other things beyond the reasonable control of lessee.

D. Property of Authority

Subject to the provisions of paragraph 13, any buildings, structures, or other improvements constructed or placed on the leased premise shall remain the property of the lessee for the term of this lease. Any buildings, structures, or other improvements shall become the property of the Authority only after the termination or expiration of this lease, and then, only in the manner provided in paragraph 13.

11. Access to Airport

Without the prior written consent of the Authority council, lessee shall not provide or permit any access for either vehicular or pedestrian traffic from the leased premises to the airport apron, which is located easterly of the leased premises.

12. Maintenance Provisions

Lessee shall at all time maintain the grounds of the leased premises in a groomed state. That grass shall never exceed the length of 8 inches at any time. That all paving, roadways, sidewalks and airport aprons and approaches within the leased premises shall remain free from dirt, weeds and clutter.

13. Surrender

A. Structures

At the expiration of the term of this lease, or if the option is exercised at the termination of the option, or upon its sooner termination, lessee shall surrender the leased premises to the Authority in the same condition as received, reasonable wear and tear excepted, and all buildings, structures, and other improvements there, including but not by way of limitation, any alterations, additions, or improvements, shall remain for the benefit of the Authority.

B. Removal

No buildings, structures, or other improvements shall be removed from the leased premises or voluntarily destroyed or damaged during the term of this lease without the prior written consent of the Authority council.

C. Movable Structures

Machines, trade fixtures and similar installations that are installed in any building, structure, or other improvement on the leased premises shall not be deemed to be part of the realty even though the installations are attached to the floors, walls, or roof an any building or structure or to outside pavements, so long as the installation can be removed without structural damage to any building, structure, or other improvement on the leased premises; provided that, if the removal of any installation damages any part of the building, structure, other improvement, pavements or premises, lessee shall repair the damage and restore the building, structure, other improvement,

pavements or premises, lessee shall repair the damage and restore the building, structure, other improvement, pavements or premises to the same condition as originally existed upon the completion of construction, ordinary and usual wear and tear excepted. No holes or apertures, or unpainted or otherwise unfinished walls shall be left by lessee in any building, structure, or other improvement at the expiration of the term of this lease.

D. Personal Property

Any personal property of every kind not attached to or installed in any building, structure, or other improvement that lessee places in or about the leased premises during the term of this lease may be removed prior to the expiration of the term of this lease and shall, as between the Authority and lessee, be and remain the personal property of lessee.

E. Lighting, etc.

Notwithstanding anything to the contrary contained in subparagraphs C and D of this paragraph, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment shall be deemed to be a part of the realty, and regardless of whether or not any item of equipment can be removed without structural damage to the building, structure, or other improvement in which it is installed, it shall not be removed from the building, structure, or other improvement except for repairs, alterations, and replacement with newer equipment, without the consent of the Authority, and all equipment shall remain as a part of the realty at the expiration of the term of this lease.

14. Tax, Assessment and Utility Charge Provisions

Lessee, if applicable, shall be responsible for all taxes due, from any source, on the real property leased or for the airplane hangar and other improvements placed on the leased premises.

15. Liability

Lessee agrees that lessee's taking possession of the leased premises shall be an acceptance of the safety and condition of those premises, and lessee agrees to hold the Authority harmless from any liability and claim for damages by reason of any injury to any person or persons, including but not limited to lessee, or property of any kind and belonging to anyone, including, but not limited to lessee's from any cause or causes while in any way connected with the leased premises.

16. Insurance

After completion of construction of the hangar located on the leased premises, lessee shall insure the hangar for its fair market value and name the Authority as a co-insured.

17. Assignment and Subletting

Lessee shall not assign or sublet this lease or the leasehold premises, or any portion of those premises without the written consent of the Authority having been first obtained.

18. Modification

This agreement may be amended or modified, but only with the written approval of both the Lessee and Authority.

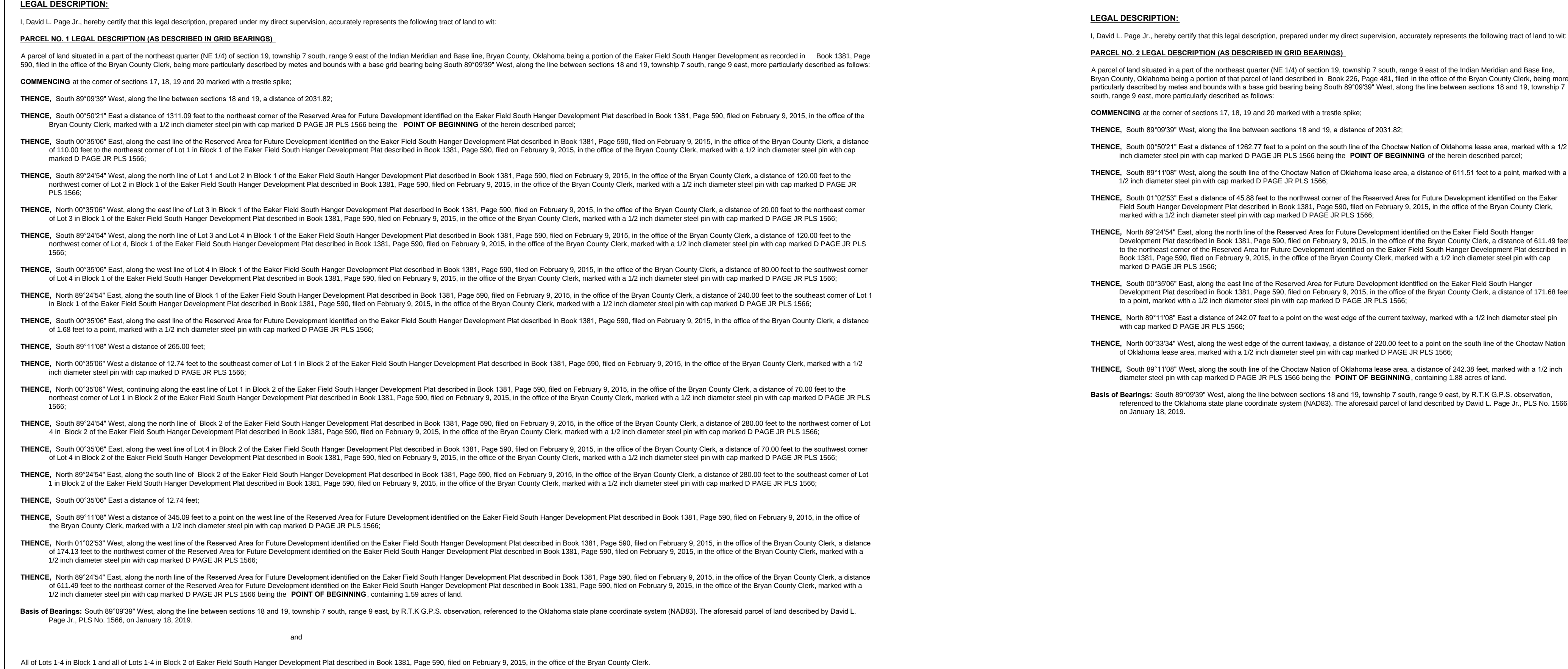
IN WITNESS WHEREOF we have set our hands and seals the day reflected on the acknowledgment hereafter.

DURANT AIRPORT AUTHORITY

ATTEST

TOMLINSON, Chair

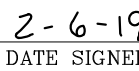
FIRST UNITED BANK OF DURANT



CITY OF DURANT
SECTION 19, TOWNSHIP 7 SOUTH, RANGE 9 EAST
BRYAN COUNTY, STATE OF OKLAHOMA.

124 SOUTH 8th AVENUE
DURANT, OKLAHOMA 74701
(580) 920-9101 OR (580) 239-0176
FAX (580) 920-9121

Surveyor's Sea



LOCATION MAE

LOCATION

SECTION 19
TOWNSHIP 7 SOUTH, RANGE 9 EAST
BRYAN COUNTY



-BASIS OF BEARINGS-
DERIVED FROM DIFFERENTIAL G.P.S.
(SPC. NAD 83, OK SOUTH)

-BASIS OF BEARINGS-
BEARINGS OBTAINED FROM G.P.S. OBSERVATIONS
(OKLAHOMA STATE PLANE COORDINATE SYSTEM
NAD 83 SOUTH ZONE AS DETERMINED BY R.T.K. G.P.S.)
CONTROLLING CORNERS ARE EXISTING MONUMENTS
FOUND AT 1/4 CORNERS AND SECTION CORNERS OF
SECTION 19, TOWNSHIP 7 SOUTH, RANGE 9 EAST, BRYAN
OKLAHOMA.

GENERAL NOTES

SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY, EITHER
RECORDED, OR IMPLIED, THEREOF.

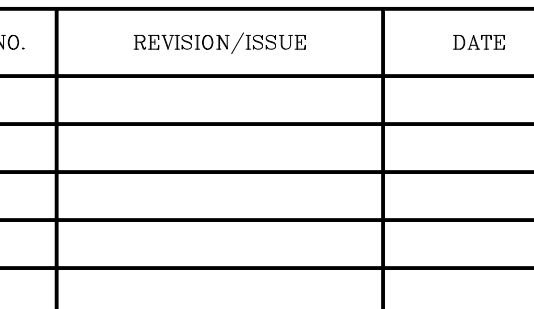
NO UTILITIES OF ANY KIND HAVE BEEN LOCATED EXCEPT THOSE SHOWN ON THE ABOVE PLAT

CONTROLLING CORNERS FOR THIS SURVEY ARE AS SHOWN ON THE TOPOGRAPHIC SURVEY PLAT

THIS IS NOT A VALID SURVEY WITHOUT THE SURVEYORS ORIGINAL SIGNATURE AND ORIGINAL SEAL

PORTIONS OF THIS PLAT ARE IN COLOR, PHOTO AND ELECTRONIC COPIES OF THIS PLAT MAKE IT INVALID AND MAY ALTER ITS MEANING

THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM
STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED
BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR
PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



SURVEY INFORMATION

FIELD WORK PERFORMED: 1-29-19
2-5-19

DATE OF LAST SITE VISIT: 1-27-19

PLAT COMPLETED: 1-27-19

Project Name and Address
CITY OF DURANT
EAKER FIELD
DURANT, OKLAHOMA
BRYAN COUNTY

DATE 2-6-19

SCALE
1" = 50'

SHEET NO. 1 OF 1

Attachment "A"

LEGAL DESCRIPTION:

I, David L. Page Jr., hereby certify that this legal description, prepared under my direct supervision, accurately represents the following tract of land to wit:

PARCEL NO. 1 LEGAL DESCRIPTION (AS DESCRIBED IN GRID BEARINGS)

A parcel of land situated in a part of the northeast quarter (NE 1/4) of section 19, township 7 south, range 9 east of the Indian Meridian and Base line, Bryan County, Oklahoma being a portion of the Eaker Field South Hanger Development as recorded in Book 1381, Page 590, filed in the office of the Bryan County Clerk, being more particularly described by metes and bounds with a base grid bearing being South 89°09'39" West, along the line between sections 18 and 19, township 7 south, range 9 east, more particularly described as follows:

COMMENCING at the corner of sections 17, 18, 19 and 20 marked with a trestle spike;

THENCE, South 89°09'39" West, along the line between sections 18 and 19, a distance of 2031.82;

THENCE, South 00°50'21" East a distance of 1311.09 feet to the northeast corner of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566 being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, South 00°35'06" East, along the east line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 110.00 feet to the northeast corner of Lot 1 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 89°24'54" West, along the north line of Lot 1 and Lot 2 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 120.00 feet to the northwest corner of Lot 2 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 00°35'06" West, along the east line of Lot 3 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 20.00 feet to the northeast corner of Lot 3 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 89°24'54" West, along the north line of Lot 3 and Lot 4 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 120.00 feet to the northwest corner of Lot 4, Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 00°35'06" East, along the west line of Lot 4 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 80.00 feet to the southwest corner of Lot 4 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 89°24'54" East, along the south line of Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 240.00 feet to the southeast corner of Lot 1 in Block 1 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 00°35'06" East, along the east line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 1.68 feet to a point, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 89°11'08" West a distance of 265.00 feet;

THENCE, North 00°35'06" West a distance of 12.74 feet to the southeast corner of Lot 1 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 00°35'06" West, continuing along the east line of Lot 1 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 70.00 feet to the northeast corner of Lot 1 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 89°24'54" West, along the north line of Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 280.00 feet to the northwest corner of Lot 4 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 00°35'06" East, along the west line of Lot 4 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 70.00 feet to the southwest corner of Lot 4 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 89°24'54" East, along the south line of Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 280.00 feet to the southeast corner of Lot 1 in Block 2 of the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 00°35'06" East a distance of 12.74 feet;

THENCE, South 89°11'08" West a distance of 345.09 feet to a point on the west line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 01°02'53" West, along the west line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 174.13 feet to the northwest corner of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 89°24'54" East, along the north line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 611.49 feet to the northeast corner of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566 being the **POINT OF BEGINNING**, containing 1.59 acres of land.

Basis of Bearings: South 89°09'39" West, along the line between sections 18 and 19, township 7 south, range 9 east, by R.T.K G.P.S. observation, referenced to the Oklahoma state plane coordinate system (NAD83). The aforesaid parcel of land described by David L. Page Jr., PLS No. 1566, on January 18, 2019.

and

All of Lots 1-4 in Block 1 and all of Lots 1-4 in Block 2 of Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk.

LEGAL DESCRIPTION:

I, David L. Page Jr., hereby certify that this legal description, prepared under my direct supervision, accurately represents the following tract of land to wit:

PARCEL NO. 2 LEGAL DESCRIPTION (AS DESCRIBED IN GRID BEARINGS)

A parcel of land situated in a part of the northeast quarter (NE 1/4) of section 19, township 7 south, range 9 east of the Indian Meridian and Base line, Bryan County, Oklahoma being a portion of that parcel of land described in Book 226, Page 481, filed in the office of the Bryan County Clerk, being more particularly described by metes and bounds with a base grid bearing being South 89°09'39" West, along the line between sections 18 and 19, township 7 south, range 9 east, more particularly described as follows:

COMMENCING at the corner of sections 17, 18, 19 and 20 marked with a trestle spike;

THENCE, South 89°09'39" West, along the line between sections 18 and 19, a distance of 2031.82;

THENCE, South 00°50'21" East a distance of 1262.77 feet to a point on the south line of the Choctaw Nation of Oklahoma lease area, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566 being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, South 89°11'08" West, along the south line of the Choctaw Nation of Oklahoma lease area, a distance of 611.51 feet to a point, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 01°02'53" East a distance of 45.88 feet to the northwest corner of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 89°24'54" East, along the north line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 611.49 feet to the northeast corner of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 00°35'06" East, along the east line of the Reserved Area for Future Development identified on the Eaker Field South Hanger Development Plat described in Book 1381, Page 590, filed on February 9, 2015, in the office of the Bryan County Clerk, a distance of 171.68 feet to a point, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 89°11'08" East a distance of 242.07 feet to a point on the west edge of the current taxiway, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, North 00°33'34" West, along the west edge of the current taxiway, a distance of 220.00 feet to a point on the south line of the Choctaw Nation of Oklahoma lease area, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566;

THENCE, South 89°11'08" West, along the south line of the Choctaw Nation of Oklahoma lease area, a distance of 242.38 feet, marked with a 1/2 inch diameter steel pin with cap marked D PAGE JR PLS 1566 being the **POINT OF BEGINNING**, containing 1.88 acres of land.

Basis of Bearings: South 89°09'39" West, along the line between sections 18 and 19, township 7 south, range 9 east, by R.T.K G.P.S. observation, referenced to the Oklahoma state plane coordinate system (NAD83). The aforesaid parcel of land described by David L. Page Jr., PLS No. 1566, on January 18, 2019.