

FILED AND RECORDED FOR

Ogden City

m. H.

407029

JUL 30 1963

Plates  Indexed    
 Recorded  Abstracted   
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## CLEAR ZONE EASEMENT

7-30-63

WHEREAS, Thiokol Chemical Corporation (hereinafter called the grantor)

is the owner in fee of that certain tract of land situated in the County of Weber, State of Utah, more particularly described as follows:

A part of the Northwest Quarter of Section 6, Township 5 North, Range 1 West, Salt Lake Base and Meridian, United States Survey. Beginning at a point which is South 0° 09' West a distance of 293.00 feet and North 63° 33' West a distance of 107.52 feet from the Northeast corner of the Northwest Quarter of said Section 6, running thence South 50° 25' West a distance of 231.34 feet; thence North 21° 51' East a distance of 212.08 feet; thence South 63° 33' East a distance of 110.98 feet to the point of beginning.

which tract of land is identified as Parcel 3 on Exhibit A attached hereto and made a part hereof, said tract of land being hereinafter referred to as "Parcel 3"; and

WHEREAS, the City of Ogden (hereinafter called the Grantee) is the owner and operator of the Ogden City Municipal Airport situate in the County of Weber, State of Utah, in close proximity to the said Parcel 3; and

WHEREAS, it is deemed necessary that that portion of Parcel 3 which lies within the North clear zone approach area of the Northeast-Southwest runway of said airport be and remain free and clear of any structure, tree or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking-off at the said Ogden City Municipal Airport, which said clear zone approach area is more particularly described as follows:

A part of the South half of Section 31, Township 6 North, Range 1 West and the North half of Section 6, Township 5 North, Range 1 West Salt Lake Base and Meridian, United States Survey. Beginning at a point which is South 0° 09' West a distance of 165.14 feet from the Southeast corner of the Southwest Quarter of said Section 31. Thence South 50° 25' West a distance of 1509.46 feet; thence North 45° 18' West a distance of 500.00 feet; thence North 38° 59' East a distance of 2009.98 feet; thence South 45° 18' East a distance of 900.00 feet; thence South 50° 25' West a distance of 500.52 feet to point of beginning.

NOW, THEREFORE,

In consideration of the sum of Ten Dollars (\$10.00) paid by the Grantee to the Grantor, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its successors and assigns, does hereby covenant and agree with the

Grantee, that, for the benefit of the public in its use of the airport, it will not hereafter erect, or permit the erection or growth, of any structure, tree, or other object within that portion of Parcel 3 which lies within the North clear zone approach area of the Northeast-Southwest runway (which area is identified on the said Exhibit A) to a height above the clear zone approach surface for the approach area (as also identified on the said Exhibit A) said clear zone approach surface being an inclined plane with a slope of 40:1 (one foot of elevation for each 40 feet of horizontal distance) located directly above the clear zone approach area, which inclined plane has an elevation of 4,411.62' (mean sea level) at its inner and lower edge along line AB as shown on Exhibit A and an elevation of 4399' (mean sea level) at its outer and upper edge along line CD as shown on said Exhibit A; and

The Grantor, for itself, its successors, and assigns, for the said consideration, does hereby grant and convey to the Grantee, its agents, servants and employees, a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree, or other object into the air space above that part of said approach surface which is directly over Parcel 3 and to remove from such air space, or make and light as obstructions to air navigation, any and all structures, trees, or other objects that may at any time project or extend above the said approach surface, together with the right of ingress to, egress from, and passage over the land of the Grantor within the said clear zone approach area for such purposes;

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Ogden City Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the successors and assigns of the Grantor, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, that portion of Parcel 3 which lies within the clear zone approach area shall be the servient tenement and the said Ogden City Municipal Airport shall be the dominant tenement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 25th day of October, 1962.



CLEAR ZONE EASEMENT

THIOKOL CHEMICAL CORPORATION

By Alfred Raws, Jr.  
Its Treasurer

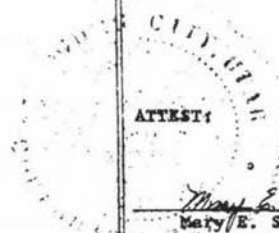
GRANTOR

OGDEN CITY, A Municipal Corporation

By Samuel B. Hood  
Samuel B. Hood, City Manager

GRANTEE

ATTEST:



Mary E. Smith  
Mary E. Smith, City Recorder

STATE OF PENNA.)  
( SS.  
County of Bucks )

Samuel Hunter  
Director of Finance

On the 25th day of October, 1962, personally appeared before me Alfred Raws, Jr., who being by me duly sworn did say that he is the Treasurer, of the Thiokol Chemical Corporation and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said Alfred Raws, Jr. acknowledged to me that said corporation executed the same.



James W. H.  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF UTAH )  
( SS.  
County of Weber )

On the 6th day of November, 1962, personally appeared before me Samuel B. Hood and Mary E. Smith, who being by me duly and severally sworn did say that they are the City Manager and City Recorder respectively of Ogden City, the municipal corporation which executed the foregoing instrument and that said instrument was signed in behalf of said corporation by authority of a resolution of its City Council, and said Samuel B. Hood and said Mary E. Smith acknowledged to me that said corporation executed the same

Lugh O. Hall  
NOTARY PUBLIC  
Residing at Ogden, Utah

My Commission Expires: \_\_\_\_\_



OGDEN CITY - ENCL. 11  
 Plan and profile of the  
 North Clearcut & Co.  
 of the N.E.-S.W. Runway  
 Ogden North, per A.H. 111  
 Scale: Horiz. 1" = 30'  
 Vert. 1" = 20'  
 G.A. Landmark City Eng. Co. 1921

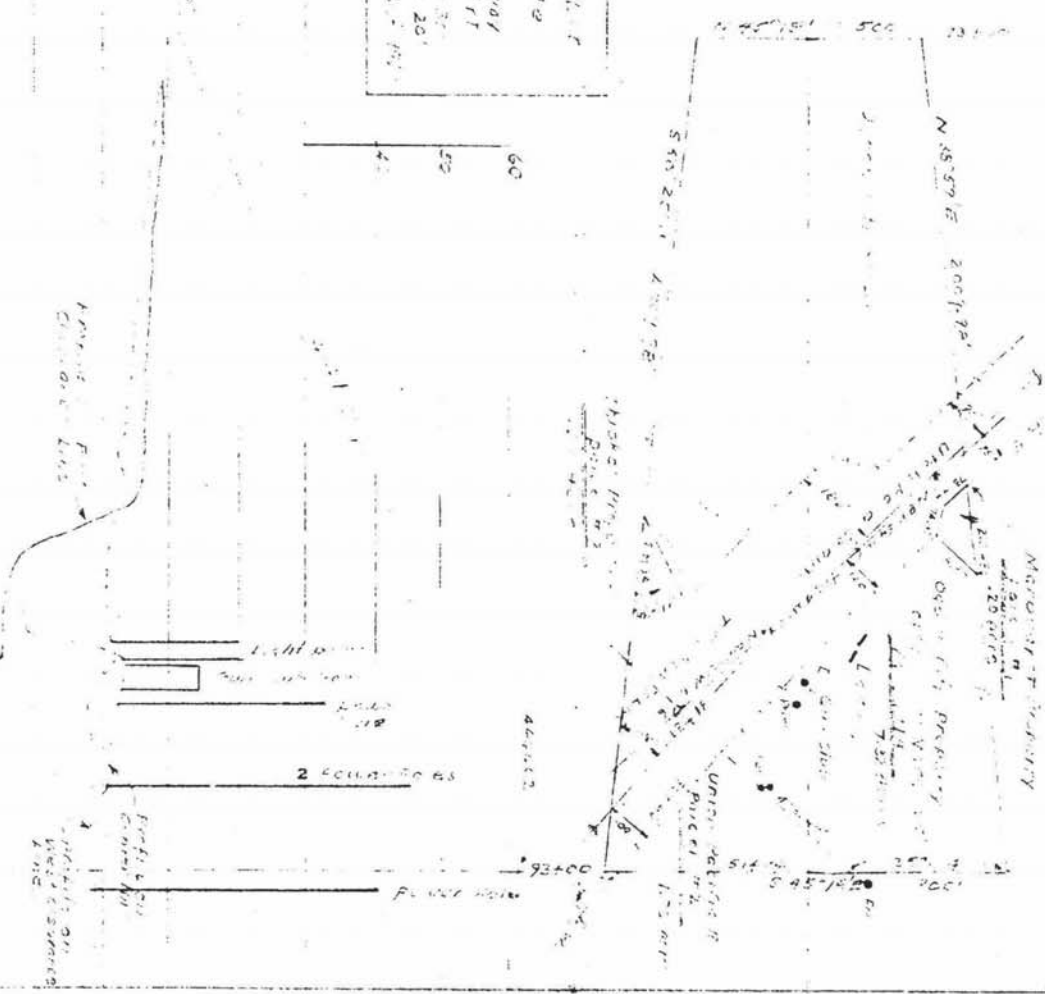
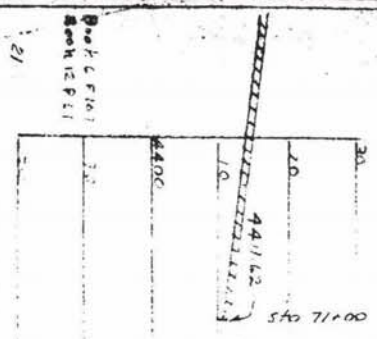


Exhibit "A"

Book C 5101  
Book 12 P 11

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