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FILED AND RECORDED FOR
Ogden City
1961 SEP 25 AM 11 13

9-25-61
SMITH EAMES OLSEN
WEBER COUNTY RECORDER
Edmund A. Peterson

CLEAR ZONE EASEMENT

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.

Beginning at a point that bears South 0° 09' West 1449.9 feet and South 38° 13' West 1272.5 feet from the Northeast Corner of the Northwest Quarter of said Section 6; running thence North 14° 06' East 166.5 feet; thence North 84° 17' East 94.5 feet; thence South 38° 13' West 217.5 feet to the point of beginning. Containing 0.17 acres more or less.

which tract of land is identified as Parcel 2 on Exhibit A attached hereto and made a part hereof, said tract of land being hereinafter referred to as "Parcel 2"; 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 2; and

WHEREAS, it is deemed necessary that said Parcel 2, which lies within the East clear zone approach area of the East/West 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 Northeast, Southeast, Northwest and Southwest quarters of Section 6, Township 5 North, Range 1 West, Salt Lake Base and Meridian.

Being more particularly described as follows, to-wit:

Beginning at a point that bears South 2180.0 feet and East 338.0 feet from the North Quarter Corner of said Section 6, Running thence South 900.0 feet; thence North 84° 17' West 2010.0 feet; thence North 500.0 feet; thence North 84° 17' East 2010.0 feet to point of beginning.

NOW, THEREFORE:

In consideration of the sum of Ten and no/100 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,

PART OF 6004 X

it will not hereafter erect, or permit the erection or growth, of any structure, tree or other object within said Parcel 2, which lies within the East clear zone approach area of the East/West runway (which area is identified on the said Exhibit A), to a height above the clear zone approach surface for that 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 4425.76' (mean sea level) at its inner and lower edge along line AB as shown on Exhibit A, and an elevation of 4475.76' (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 2 and to remove from such air space, or mark and light as obstruction 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, the said Parcel 2 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 20th day of July, 1964.

THIOKOL CHEMICAL CORPORATION

By Alfred Rawls, Jr.
Its Treasurer

GRANTOR

OGDEN CITY, A Municipal Corporation

OK-AS

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

GRANTEE

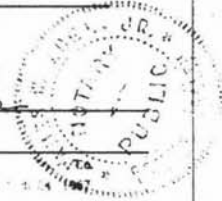
ATTEST:

Mary E. Smith
Mary E. Smith, City Recorder

STATE OF Pennsylvania)
County of Bucks) SS

On the 20th day of July, 1964, personally appeared before me Alfred Rawls, Jr., who being by me duly sworn did say that he is the Treasurer of THIOKOL CHEMICAL CORPORATION and that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws, and said Alfred Rawls, Jr. acknowledged to me that said corporation executed the same.

James W. Abel, Jr.
NOTARY PUBLIC
Residing at _____



My Commission Expires: _____

STATE OF UTAH)
County of Weber) SS

On the 22 day of September, 1964, 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.

Chambrose D. M. Fairbank
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission Expires: _____

June 18, 1967



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