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SUBORDINATION AGREEMENT

transmission of St. Helens

THIS AGREEMENT entered into this 20th day of June, 1963, by and between OGDEN CITY, a Municipal Corporation of the State of Utah, hereinafter called the City and the UTAH POWER AND LIGHT COMPANY, a Maine Corporation, hereinafter called the Company.

W I T N E S S E T H:

WHEREAS, the Utah Power and Light Company holds a Utility Easement over that certain tract of land situated in the County of Weber, State of Utah, in close proximity to the Ogden City Municipal Airport, which property is more particularly described as follows:

The North $\frac{1}{2}$ of the North $\frac{1}{2}$ of Section 6, Township 5 North, Range 1 West and the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of Section 31, Township 6 North, Range 1 West, Salt Lake Base and Meridian,

Which easement lies along the North - South one quarter Section line between Parcels 1-A and 2.

Which easement lies along the section line between Parcels 1-A and 2 in the north clear zone easement as it is set forth on Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, it is deemed necessary that that portion of said Utility Easement which lies within the north clear zone approach area of the Northeast Southwest runway of said airport remain free and clear of any structure or any objects which constitute an obstruction or hazard to the flight of aircraft in landing and taking off from said airport, which 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 $0^{\circ}09'$ West a distance of 165.14 feet from the Southeast corner of the Southwest Quarter of said Section 31. Thence South $50^{\circ}25'$ West a distance of 1509.46 feet; thence North $45^{\circ}18'$ West a distance of 500.00 feet; thence North $38^{\circ}59'$ East a distance of 2009.98 feet; thence South $45^{\circ}18'$ East a distance of 900.00 feet; thence South $50^{\circ}25'$ West a distance of 500.52 feet to point of beginning.

WHEREAS, it is deemed advisable that all of the rights of the Company in and to said Utility Easement be subordinated to the said north clear zone easement set forth above;

NOW, THEREFORE, it is hereby agreed as follows:

1. In consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid by the City to the Company, the Company for itself, its successors and assigns does hereby covenant and agree with the grantees that, for the benefit of the public in the use of said airport, all of the right, title, and interest of the Company in and to said Utility Easement shall be, and the same is hereby subordinated and made subject to that certain north clear zone easement heretofore described; and, further, that the Company will not hereafter erect or permit the erection or growth of any structure, trees, or other object within the portion of said Utility Easement which lies within the north clear zone approach area of the northeast/southwest runway (which area is identified on 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 plain with a slope of 40:1 (1 foot of elevation for each 40 feet of horizontal distance) located directly above the clear zone approach area, which inclined plain has an elevation of 4411.62 feet (mean sea level) at its inner and lower edge along line AB as shown on Exhibit "A" and an elevation of 4461.62 feet (mean sea level) at its outer and upper edge along line CD as shown on Exhibit "A".

2. The Company, for itself, its successors, and assigns, for the said consideration, does hereby grant and convey to the City, 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 over that part of said approach surface which is directly over said utility easement and to remove from such air space, or mark and light as obstructions to air navigations, 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 Company within the said clear zone approach area for such purposes.

3. It is expressly understood by and between the parties hereto that nothing in this subordination agreement shall be construed to effect the right of the Company to use that portion of its utility easement lying outside of said clear zone easement area in any manner that it may see fit, it being the intention of the parties hereto to subordinate to the restrictions contained

herein only that portion of said utility easement that lies within said clear zone easement area

IN WITNESS WHEREOF, the parties hereto have set their hands this

20th day of June, 1963.

OGDEN CITY, A Municipal Corporation

Samuel B. Hood
Samuel B. Hood, City Manager

ATTEST:

Mary E. Smith
Mary E. Smith, City Recorder

UTAH POWER AND LIGHT COMPANY, A Maine Corporation

By Paul A. Standard

ATTEST:

SEAL
[Signature]

APPROVED
H. Boehmer
CHIEF ENGINEER

APPROVED AS TO COMPLIANCE
[Signature]
5-17-63
[Signature]

STATE OF UTAH)
(
County of Weber)

On the 20th day of June, 1963, 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.

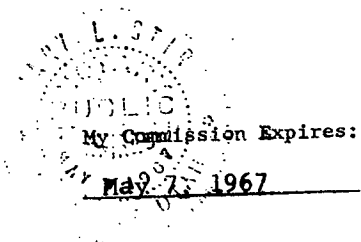
Hugh O. Hall
NOTARY PUBLIC
Residing at Ogden, Utah

My Commission expires:

March 14, 1964

STATE OF UTAH)
(
County of Weber)

On the 18th day of June, 1963, personally appeared before me Paul A. Blanchard and Fred I. Mickelsen who being by me duly sworn did say that they are the Vice-President and Asst. Secretary respectively of the Utah Power and Light Company, a Maine corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution, and said Paul A. Blanchard and Fred L. Mickelsen acknowledged to me that said corporation executed the same.

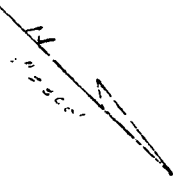


Mary L. Stark
NOTARY PUBLIC
Residing at Salt Lake County, Utah

OCEAN CITY - ENCL. 111

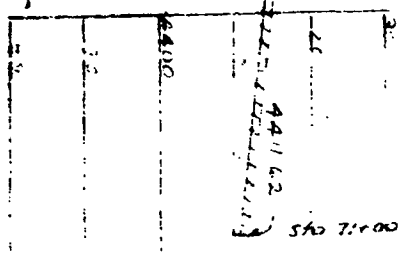
PIG AND PROFILE OF THE NORTH SIDE OF THE W-E-SIDE PARKWAY OGD 1001 FOR 411-1111
Scale: 1" = 200'
VERT. IN. = 20'

N 44° 42' E



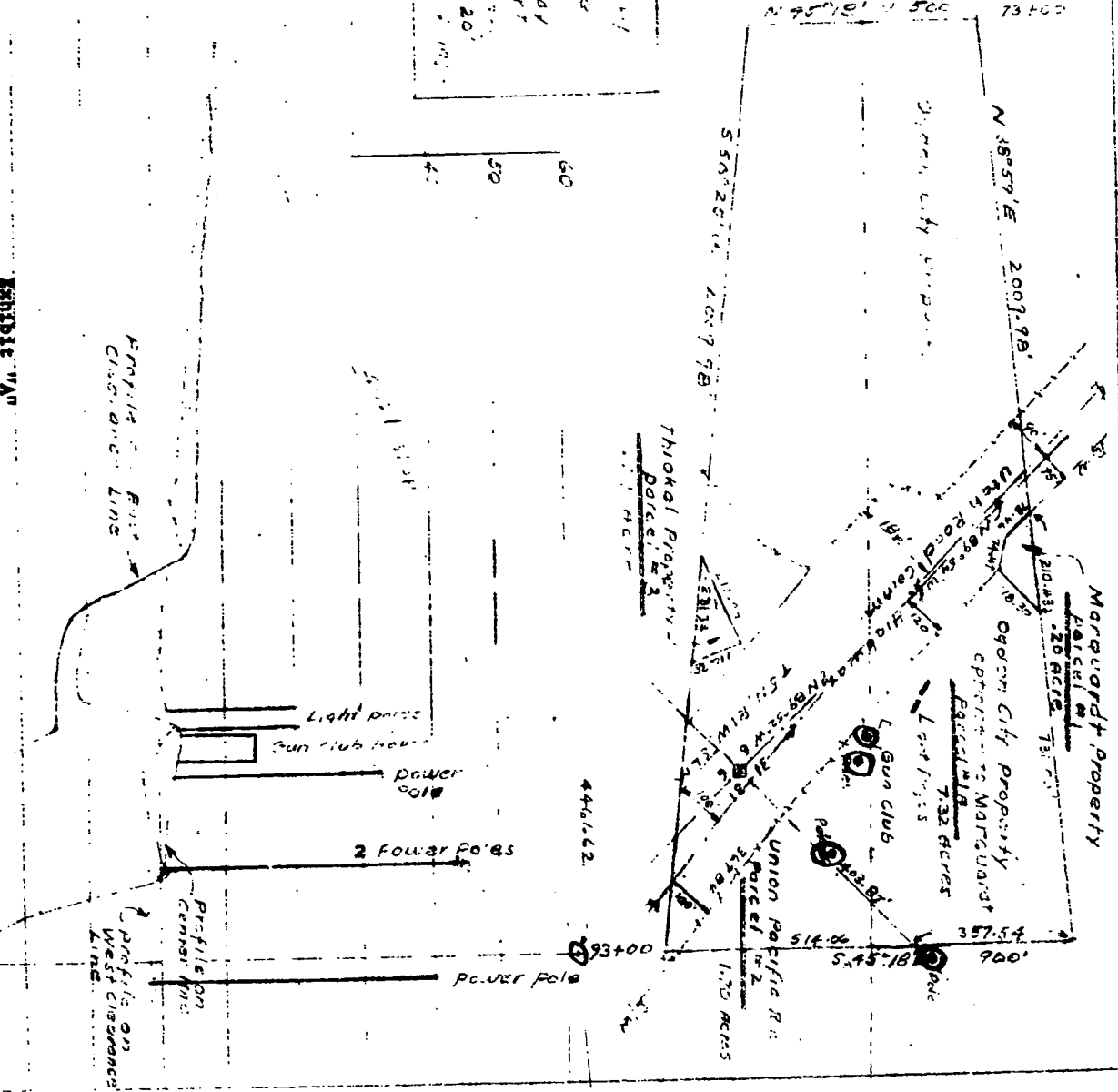
130 71+00

N 75° 10' E 500 73+00



Book 749
Book 132 P 21

EXHIBIT 'A'



Profile on center line

Profile on West Chesapeake Line

Light poles
Sun club house

2 Power Poles

power pole

THORAL PROPERTY Parcel #2

MARGUARDT PROPERTY Parcel #1

OCEAN CITY PROPERTY adjacent to MARGUARDT Parcel #2

Parcel #2
7.32 acres

Lawn Tennis

Gun Club

Union Pacific R.R. Parcel #2

1.70 acres

444.62

93+00

357.54 900'

S 45° 18'

514.06

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