

E# 1125562 BK1590 PG2753
DCUG CROFTS, WEBER COUNTY RECORDER
29-NOV-90 237 PM FEE \$000.00 DEP MH
REC FOR: OGDEN_CITY

AVIGATION EASEMENT

This Avigation Easement is made and granted this 20 day of NOVEMBER, 1990, between Denver E. and Mary H. Kelly as Grantors and Ogden City, a municipal corporation, as Grantee.

WHEREAS, Grantors are the fee simple owner of the following described real property located in Weber County, Utah (hereinafter referred to as "Grantors' Property") which is located near the Ogden Hinckley Airport (hereinafter referred to as "the Airport") and is subject to current municipal zoning restrictions which prohibit the using of Grantors' Property in certain ways which would adversely impact Airport operation; and

WHEREAS, Grantee is the owner of the Airport located in Weber County, Utah and desires to formalize an easement on and over Grantors' Property to protect the Southwesterly Runway Protection Zone (hereinafter referred to as the "Runway Protection Zone") of the Airport for the purpose of ensuring that the Runway Protection Zone shall remain free and clear of all structures, objects, or other conditions which might constitute an obstruction or hazard to the flight of aircraft in landing, taking off, or operating at or near the Airport and which might impair the health, safety or welfare of airplane passengers and the residents of Weber County, Utah; and

WHEREAS, the Runway Protection Zone as established by the Grantee for the Airport is more fully described as follows:

Southwesterly Runway Protection Zone

The Southwesterly Runway Protection Zone approach area is an area trapezoidal in form located at the Southwesterly end of said Northeast-Southwest (03/21) Runway, which Runway Protection Zone extends outwardly 2,500 feet from a line that is at right angles to the extended centerline of said Runway and 200 feet from the Southwesterly end of said Runway and which Runway Protection Zone is 1,000 feet wide at its inner end and 1,750 feet wide at its outer end and whose axis coincides with the extended centerline of said Runway surface.

The Avigation Easement commences at an elevation of 4500.86 feet for both Parcels above sea level (Mean Sea Level or MSL) which is approximately 26 feet for both Parcels above the ground level of Grantors' Property.

WITNESSETH, that Grantors hereby grant and convey to Grantee, its successors and assigns, for the sum of \$1,500.00, the receipt and sufficiency of which is hereby acknowledged, a perpetual and assignable easement in and over the following described real property located in Weber County, Utah, to-wit:

GRANTORS' PROPERTY

Parcel No. 08-063-0001 ✓

Part of the Northeast Quarter, Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning on the West line of a State Road, 51.3 feet West from the Northeast Corner of the Southeast Quarter of said Quarter Section; thence West 160 feet; thence South 66 feet; thence East 160 feet; thence North 66 feet to Beginning.

Parcel No. 08-063-0002 ✓

Part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning on the West line of a State Road, 51.3 feet West and 4 rods South of the Northeast Corner of the Southeast Quarter of said Northeast Quarter Section; running thence West 200 feet; thence South 4 rods; thence East 200 feet; thence North 4 rods to the point of Beginning.

Together with and subject to an existing right of way.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said the Airport shall be abandoned and shall cease to be used for Airport purposes.

It is understood and agreed between the Grantors and Grantee that the covenants and agreements contained in this Avigation Easement shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the Grantors.

Grantors expressly agree for themselves, their successors and assigns as follows:

1. Grantors agree that they, their successors and assigns shall not hereafter erect or permit the erection or growth of, any structure, tree, objects of natural

growth or other object on the Grantors' Property which would interfere with landing, taking off, or operating aircrafts at or near the Airport, or would otherwise constitute an Airport hazard.

2. Grantors expressly agree for themselves, their successors and assigns, that the easement and rights hereby granted to the Grantee in and over that portion of Grantors' Property which lies within, partially within, or adjacent to the Runway Protection Zone are for the purpose of ensuring that the Runway Protection Zone shall remain free and clear of any structure, tree, objects of natural growth or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing, taking off or operating at or near the Airport and that these rights shall include, but shall not be limited to the following:

A. Grantee, its successors and assigns shall have the continuing and perpetual right on Grantors' Property to trim or to cut to ground level and remove, trees, bushes, shrubs or any other objects of natural growth extending into, or which in the future could infringe upon or extend into or above the Runway Protection Zone.

B. Grantee, its successors and assigns shall have the right to remove, upon written notification those portions of buildings, other structures infringing upon or extending into the Runway Protection Zone, together with the right to prohibit future erection of buildings or other structures which would infringe upon or extend into said Runway Protection Zone.

C. Grantee, its successors and assigns shall have the use and benefit of the public, the right of flight for the passage of aircraft in the airspace over, above and within the Runway Protection Zone as described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace or landing at, taking off from, or operating at or near the Airport.

D. Grantee, its successors and assigns shall have the right to restrict or prohibit radio or electromagnetic interference, unreasonable or objectionable smoke, fumes or vapor or lights, lighted signs and other lighted objects which might interfere or obstruct the Airport flight operations.

E. Grantee, its successors and assigns shall have the right to prohibit the use of Grantors' Property in such a manner as to create electrical interference with radio communications between any installation upon said Airport and aircraft, or as to make it difficult for pilots of aircrafts to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport or as otherwise to endanger the landing, taking off or operating of the aircraft at or near the Airport.

3. Grantee, its successors and assigns shall have the right of ingress to and egress from, and passage over Grantors' Property during reasonable daylight hours for the purposes of ensuring that Grantee receives the benefits of this Avigation Easement.

IN WITNESS WHEREOF, Grantors have set their hands this 20 day of NOVEMBER, 1990.

GRANTORS:

Sandra B. Young

Mary H. Kelly

Sandra B. Young
Subscribed and sworn to before me
this 20 day of NOVEMBER 1990
Notary Public in and for the State of
Washington, residing at Kent
Chc. Expires 7-7-91