

AVIGATION EASEMENT

3855294

DIXIE SIX CORPORATION

, hereinafter referred to as "Grantor"

hereby quitclaims to SALT LAKE CITY CORPORATION, hereinafter referred to as "Grantee", for good and valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, a perpetual and assignable easement in and over the parcel land described in Exhibit "A", attached hereto and by this reference incorporated herein, hereinafter, referred to as the "Real Property", for the free and unrestricted passage of aircraft of any and all kinds now or hereafter developed for the purpose of transporting persons or property through the air, in, through, across and about the airspace over the Real Property above an elevation of 4814 feet mean sea level at the most southeasterly boundry and an elevation of 4883 feet mean sea level at the most southwesterly boundry of the Real Property (hereinafter referred to as the "airspace"). Mean sea level elevations are according to U.S.G.S. datum.

Grantor further agrees that the easement and rights hereby granted to the Grantee in and over the Real Property are for the purpose of insuring that the Airspace shall remain free and clear for the flight of a aircraft in landing or taking off at or otherwise using the Salt Lake City Airport No. 2, described in Exhibit "B" attached hereto, and by this reference incorporated herein, (hereinafter referred to as "Airport"). Said easement shall be for the benefit of Grantee, its successors, assigns, guests, invitees, including any and all persons, firms or corporations operating aircraft to or from the Airport. Said easement and the burden thereof, together with all things which may be alleged to be incidental to or to result from the use and enjoyment of said easement, shall constitute permanent burdens and servient tenements on the Real Property and such burdens and tenements shall run with the land and be binding upon and enforceable against all successors in right, title or interest to said Real Property and shall be unlimited as to frequency.

Grantor agrees that it, its heirs, successors and assigns shall not hereafter erect, or permit the erection or growth of any object within the air space. This easement grants the right of flight for the passage of aircraft in the airspace, together with the right to cause or create, or permit or allow to be caused or created in the airspace and within, above and adjacent to the Real Property, such

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annoyances as may be inherent in, or may arise or occur from or during the operation of aircraft.

In the event Grantee permits in excess of 400 Aircraft to be based at Salt Lake City Airport No. 2 at any time this easement shall terminate and all rights shall revert to the fee owners of the "Real Property" at the time of termination if Grantor does not restrict the number of such aircraft to 400 or less within 30 days after written notice has been sent by Grantor or its successors in interest notifying Grantee that the number of aircraft based at Salt Lake City Airport No. 2 exceeds 400.

WITNESS the hand of Grantor this _____ day of _____, 1983

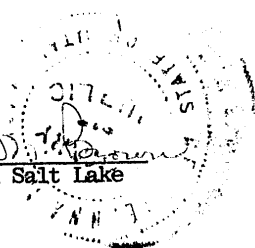
DIXIE SIX CORPORATION

[Handwritten signature]
By _____
(GRANTOR)

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 20th day of September, 1983, personally appeared before me E. Verne Bryant and Richard H. Walker who being by me duly sworn, did say that they are the President and Vice President of Dixie Six Corporation and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

[Handwritten signature]
NOTARY PUBLIC, residing in Salt Lake
County, Utah



My Commission Expires:

16 July 1987

Exhibit "A"

All of Oquirrh Shadows, phase 10 A, as recorded in the office of the Salt Lake County Recorder.

No Fee

REC'D
OCT 11 1 46 PM '83
SALT LAKE COUNTY, UTAH
KATIE L. DIXON
RECORDER

*Signature from
Oquirrhline Corp*

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