

coterminous with the boundaries of the Real Property (hereinafter referred to as the "Airspace").

Grantor further agrees that the easement and rights hereby granted to the grantee in the Airspace above and over the Real Property are for the purpose of insuring that the Airspace shall remain free and clear for the flight of aircraft landing at or taking off from or otherwise using the Salt Lake City Airport II described in Exhibit "B" attached hereto and by this reference incorporated herein, (hereinafter referred to as "Airport"). Said easement and the rights appertaining thereto 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. In perpetuity, 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 the same 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 Airspace. 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 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 the Airport 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 the Airport exceeds 400.

Grantor acknowledges that Grantor may have signed and granted this easement with the height of the easement unspecified and blank. If so, Grantor agrees that Grantee may fill in the blank at the elevation required by the easement without Grantor's further signature or approval.

WITNESS the hand of Grantor this 7th day of October, 1994.

GRANTOR(S)

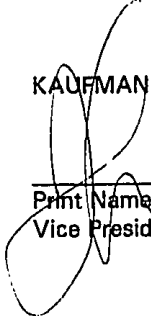
KAUFMAN AND BROAD - UTAH, INC.

Michael C. McGee
Print Name: Michael C. McGee
President

ATTEST:

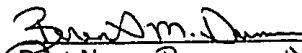
Brent M. Thomas
Print Name: Brent M. Thomas
Title (if any): Land Acquisition Specialist

KAUFMAN AND BROAD - UTAH, INC.



Print Name: John Loude
Vice President

ATTEST:



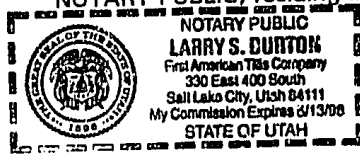
Print Name: Brent M. Herman
Title (if any): Land Acquisition Specialist

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On October 31, 1994, personally appeared before me Michael C. McGEE, who being by me duly sworn, did say that s/he is the President of KAUFMAN AND BROAD - UTAH, INC., a calif. corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said persons acknowledged to me that said corporation executed the same.

Larry S. Burton
NOTARY PUBLIC, residing in

My Commission Expires:
5-13-98



STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On October 31, 1994, personally appeared before me John Laude, who being by me duly sworn, did say that s/he is the Vice President of KAUFMAN AND BROAD - UTAH, INC., a calif. corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said persons acknowledged to me that said corporation executed the same.

Larry S. Burton
NOTARY PUBLIC, residing in

My Commission Expires:
5-13-98

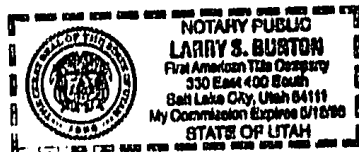


EXHIBIT "A"

The following description is the Grantor's Real Property situated in Salt Lake County, commonly referred to as Wheatridge Estates Subdivision.

DESCRIPTION: (Tax Parcel #20-36-300-002)

Attach to this Exhibit A the County printout showing ownership or other evidence as approved by City.

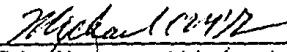
OWNERSHIP

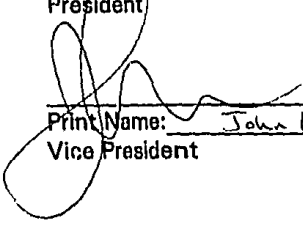
Without limitation, the undersigned hereby represent to Salt Lake City Corporation that they constitute all of the owners of the Real Property bearing Salt Lake County Tax Parcel Number 20-36-300-002 as of the date set forth below, that they have full capacity to execute this Avigation Easement, that they are aware of no other person or entity having any rights or interests with respect to ownership of the Real Property, and that they are aware of no other acts in addition to their execution of this Avigation Easement necessary to make a valid and binding conveyance of the same.

Date: October 31, 1994

Record Owners of Salt Lake County Tax
Parcel Number 20-36-300-002

KAUFMAN AND BROAD - UTAH, INC.


Print Name: Michael C. H. Bee
President


Print Name: John Laube
Vice President

BK 7049 PG 2837

EXHIBIT A

20
5
5926319
07/21/94 3:09 PM 14.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: Z JOHANSON DEPUTY - WI

WHEN RECORDED, MAIL TO:

6225 SOUTH UNION PARK CENTER.....
SUITE 525.....
MIDVALE, UTAH 84047.....

Space Above This Line for Recorder's Use

Warranty Deed

~~XXXXXXXXXXXX~~

DAISY S. SPRATLING FAMILY LIMITED PARTNERSHIP, a limited partnership operating under the laws of the State of Utah under a written agreement. * ~~corporation~~
~~organization~~ and existing under the laws of the State of Utah, with its principal office at ~~State of Utah,~~
limited partnership, of County of SALT LAKE State of Utah,
SALT LAKE CITY, *JULY 18, 1985
grantor, hereby conveys and warrants to

KAUFMAN and BROAD-UTAH Inc.

of TEN DOLLARS AND OTHER GOODS AND CONSIDERATIONS----- for the sum of DOLLARS,
the following described tract of land in SALT LAKE County,
State of Utah:

SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE
JB # 298326

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 20th day of SEPTEMBER A. D., 1994

Attest:

.....
(Corporate Seal)

Secretary.

Carol A. Jensen
By Daisy S. Spratling Family Limited Partnership,
a limited partnership operating under the laws of
the State of Utah under a written agreement dated
July 18th, 1985 ~~President~~

STATE OF UTAH,
County of

so.

On the 20th day of SEPTEMBER, A. D.,
personally appeared before me and
who being by me duly sworn did say, each for himself, that he, the said
is the president, and he, the said
of
instrument was signed in behalf of said corporation by authority of a resolution of its board of direc-
tors and said
each duly acknowledged to me that said corporation executed the same and that the seal affixed
is the seal of said corporation.

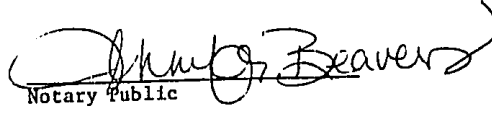
Notary Public.

BK 7049 PG 2838
BK 7022 PG 2342

STATE OF UTAH)
)
COUNTY SALT LAKE)

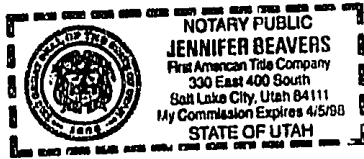
On this 20th day of September, in the year 1994, before me Jennifer Beavers, a Notary Public in and for said county and state, personally appeared Carol S. Henson, personally known to me to be the person that executed the within instrument on behalf of the partnership and acknowledged to me that partnership executed it.

WITNESS My Hand and Official Seal


Notary Public

Commission Expires

Residing at _____



BK7022PG2844
BK7049PG2839

DESCRIPTION

BEGINNING at a point on the Northerly right of way line of New Bingham Highway which point is East 755.17 feet and North 58°18'00" East 1153.60 feet from the Southwest Corner of Section 36, Township 2 South, Range 2 West, Salt Lake Base and Meridian, thence North 58°18'00" East 358.00 feet along said Northerly right of way; thence North 31°42'00" West 128.90 feet to the point of a 380.00 foot radius curve to the left; thence Northerly 94.12 feet along the arc of said curve through a central angle of 14°11'28" to a point of tangency; thence North 45°53'28" West 864.91 feet to the point of a 220.00 foot radius curve to the right; thence Northerly 176.34 feet along the arc of said curve through a central angle of 45°55'32" to a point of tangency; thence North 00°02'00" East 40.11 feet; thence North 89°58'00" West 1232.97 feet; thence South 00°11'53" East 1571.65 feet; thence North 89°34'48" East 93.85 feet; thence North 80°50'15" East 117.19 feet; thence North 75°45'43" East 50.99 feet; thence North 01°12'47" West 41.60 feet; thence North 89°48'07" East 119.54 feet; thence North 00°11'53" West 401.91 feet; thence North 89°48'07" East 119.54 feet; thence North 83°19'25" East 50.32 feet; thence North 89°48'07" East 127.45 feet; thence North 00°11'53" West 83.18 feet; thence North 89°48'07" East 120.13 feet; thence North 89°48'07" East 50.00 feet; thence North 00°11'53" West 21.39 feet; thence North 77°04'12" East 60.32 feet; thence North 62°11'28" East 213.12 feet; thence South 31°42'00" East 105.64 feet; thence South 61°38'09" East 69.24 feet; thence South 31°42'00" East 124.00 feet; thence North 58°18'00" East 320.45 feet; thence South 31°42'00" East 173.00 feet; thence North 58°18'11" East 37.50 feet; thence South 31°42'00" East 133.34 feet to the point of BEGINNING.

W 11 00 -
S 2 1/2 W - Sec 36

* * *
EXHIBIT "A"

BK 7022 PG 2343
BK 7043 PG 2840

First American Title Company of Utah
RECORDING SHEET

Date

Order Number

Jennifer Bay 298224

Date Filed 7-21-76
 Filed by _____

INSTRUMENT	FIRST PARTY	SECOND PARTY	ENTRY NO.	HOUR OF FILING	FEE
<i>WD</i>	<i>Jennifer Bay</i>	<i>First American Title Company of Utah</i>	<i>298224</i>	<i>3:00</i>	<i>7.00</i>

POST-PAID
 GOVERNMENT

BK 7049 PG 2841