

WHEN RECORDED, RETURN TO:

Jones, Waldo, Holbrook & McDonough
170 South Main, Suite 1500
Salt Lake City, Utah 84101
Attention: Keven M. Rowe

E 095952 B 205 P 0838
Date 13-MAY-2004 4:08pm
Fee: 16.00 Check
BRENDA NELSON, Recorder
Filed By NPS
For BONNEVILLE TITLE CO
MORGAN COUNTY

AVIGATION EASEMENT
(Rousseau Property)

THIS AVIGATION EASEMENT (this "Easement") is entered into this 30th day of MAY, 2004, by JOSEPH ROUSSEAU and SIMONE ROUSSEAU, husband and wife as joint tenants ("Grantor"), for the benefit of the Morgan County Airport ("Grantee").

Grantor hereby grants and conveys to Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual and assignable easement for the free and unrestricted passage of aircraft of any and all kinds now existing or hereafter developed for the purpose of transporting persons or property through the air and all aeronautical activities incident thereto, in, through, and across that space (the "Airspace") above and over the parcel of land described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

Grantor agrees that the easement rights granted herein are granted for the purpose of ensuring that the Airspace shall remain free and clear for the flight of aircraft landing at, taking off from, or otherwise using the Morgan County Airport (the "Airport"), located on certain real property in Mountain Green, Utah (the "Airport Property") but and only so long as the Airport Property is used as an airport. The easement rights granted herein shall be for the benefit of Grantee and any successor airport operation on the Airport Property, including any and all persons, firms or corporations operating aircraft to or from the Airport, and shall constitute a burden on the Property, and shall run with the land and be binding upon and enforceable against all successors to the right, title or interest in and to the Property, and shall be unlimited as to frequency of use as provided herein, except that said use shall (i) be in accordance with all applicable federal, state and local laws; and (ii) the duration of this Easement is only so long as the Airport Property is used as an airport.

Grantor agrees that Grantor and Grantor's heirs, successors and assigns shall not hereafter erect or permit the erection or growth of any object within the Airspace that would violate federal, state or local aviation laws or regulations, it being understood by Grantee that the easement granted herein shall not apply to any existing buildings and structures on the Property as of the date Grantor signs this Easement. This Easement grants the right of flight for the passage of aircraft in the Airspace, together with the right

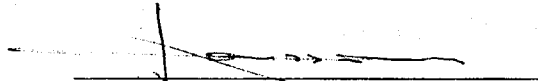
to cause or create, or to permit or allow to be caused or created, such annoyances as may be inherent in, or may arise or occur from or during the operation of, aircraft in compliance with all federal, state or local aviation laws and regulations.

So long as the use of the Airport and the Airport complies with all applicable federal, state and local laws and regulations, neither Grantor nor any other owner, present or future, of any interest in the Property shall ever engage in any action or institute any proceeding the purpose of which is to end the use of the Airport Property as an airport, or otherwise attempt to restrict such use of the Airport Property in any manner.

Grantor represents, warrants and agrees that no building or other improvement, including without limitation residences, garages, antennas, satellite dishes or other permanent structures, constructed upon the Property shall exceed thirty-five (35) feet in height. Grantor further agrees that all structures to be constructed on the Property shall incorporate such sound attenuation methods as may be required by an applicable ordinance or regulation to insulate occupants.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first set forth above.

GRANTOR:



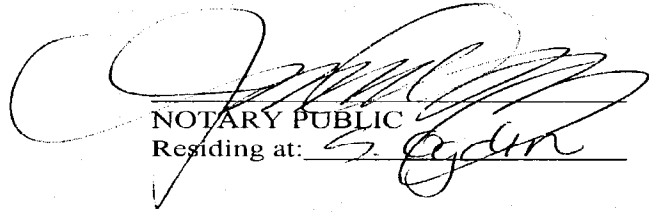
Joseph Rousseau



Simone Rousseau

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

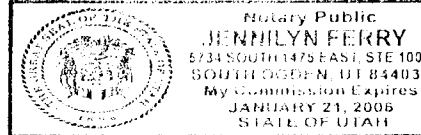
The foregoing Avigation Easement was acknowledged before me this 30 day of April, 2004, by Joseph Rousseau.

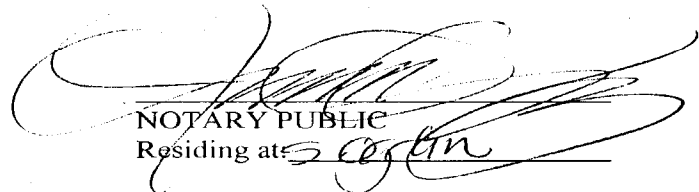

NOTARY PUBLIC
Residing at: S. Ogden

My Commission Expires: 01-21-06

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing Avigation Easement was acknowledged before me this 30th day of April, 2004, by Simone Rousseau.




NOTARY PUBLIC
Residing at: S. Ogden

My Commission Expires: 01-21-06

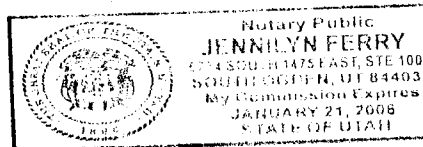


EXHIBIT A
Description of Property

A part of the East half of the Northeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; running thence South 36 rods; thence East 33 rods; thence North 49 rods; thence West 33 rods; thence South 13 rods to beginning. Subject to existing rights of way. (03-005-038-01 and Part of 03-005-038)