

WHEN RECORDED RETURN TO:
West Desert Airpark, LLC
3671 North Fillmore
Cedar Fort, Utah 84013

ENT 99916:2005 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Sep 07 2:17 pm FEE 18.00 BY SB
RECORDED FOR HOLME ROBERTS AND OWEN

EASEMENT DEED

TERRY E. MESSERSMITH and TAMMY MESSERSMITH, husband and wife, with an address of 1599 North 17090 West, Fairfield, Utah, 84013 (“**Grantors**”), hereby grant, convey, transfer and assign to **WEST DESERT AIRPARK, LLC**, a Utah limited liability company, with an address of 3671 North Fillmore, Cedar Fort, Utah 84013, and its successors and assigns, (“**Grantee**”), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and on the terms and conditions set forth herein, a perpetual, non-exclusive right of way and easement upon, over and across that parcel of real property situated in Utah County, State of Utah more particularly described in **Exhibit “A”** attached hereto (the “**Burdened Property**”).

The easement hereby granted shall be for the benefit of and appurtenant to that parcel of real property situated in Utah County, State of Utah, adjoining the Burdened Property, and more particularly described in **Exhibit “B”** attached hereto (the “**Benefited Property**”), and shall be for the limited purpose of providing Grantee access to the Benefited Property.

Except as otherwise agreed to by Grantors and Grantee in writing, Grantee shall be solely responsible for, and shall pay, all the costs of maintaining, using, replacing, and repairing any road located on the Burdened Property.

Grantors reserve the right to use the Burdened Property and any road constructed on the Burdened Property, provided such use does not interfere with, impede or limit in any manner Grantee’s use and enjoyment of the easement hereby granted. Grantee’s use of the Burdened Property shall take priority over any use thereof by Grantors.

It is understood and agreed that, upon the election of Grantors and the consent of Grantee (which consent Grantee shall not unreasonably withhold), the easement described herein may be relocated to accommodate or facilitate the development by Grantors of the Burdened Property, subject to the following conditions:

- (a) the relocation shall not materially interfere with Grantee’s business on the Benefited Property;
- (b) Grantors shall pay all costs and expenses of relocating the easement and any access road constructed on the Burdened Property;
- (c) the relocation shall not change the location at which the easement and any existing access road enters the Benefited Property or require Grantee to modify or change the Benefited Property or any improvements thereon; and

(d) Grantors shall grant, convey and assign to Grantee rights to the real property to which the easement is relocated which are equivalent to or more favorable to Grantee than the rights granted to Grantee in the Burdened Property hereunder, which shall be set forth in documentation in form and substance reasonably acceptable to Grantee.

The provisions of this Easement Deed shall be binding upon and inure to the benefit of the respective successors and assigns of Grantors and Grantee. The easement granted herein shall run with the land and remain an encumbrance upon the Burdened Property for the benefit of the Benefited Property.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Easement Deed the 29 day of September, 2005.

GRANTORS:

[Signature]
Terry E. Messersmith
[Signature]
Tammy Messersmith

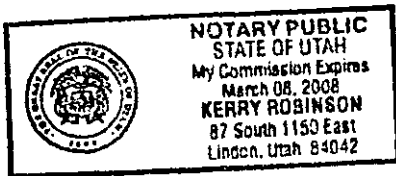
GRANTEE:

WEST DESERT AIRPARK, LLC, a Utah limited liability company

[Signature]
By: Mark D. Pringle, Manager

STATE OF UTAH)
: ss
COUNTY OF UTAH)

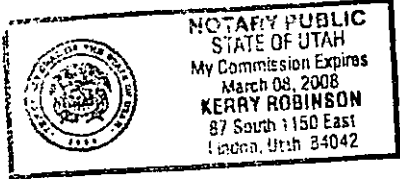
The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Terry E. Messersmith.



[Signature]
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

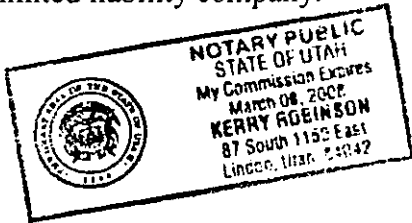
The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Tammy Messersmith.



Kerry Robinson
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Mark D. Pringle, Manager of West Desert Airpark, LLC, a Utah limited liability company.



Kerry Robinson
Notary Public

EXHIBIT "A"

[Attached to and forming a part of that certain Easement Deed given by Terry E. Messersmith and Tammy Messersmith to WEST DESERT AIRPARK, LLC]

Description of Burdened Property

Beginning at a point on the West property line of the West Desert Airpark property, said point being further described as being South 1351.66 feet, and West 670.46 feet from the North Quarter corner of Section 5, Township 7 South, Range 2 West, Salt Lake Base and Meridian; thence South 00°02'33" East 30.00 feet; thence North 89°25'57" West 714 feet more or less to the East right-of way line of the Utah County Road known as Allen's Ranch Road; thence along said East right-of-way line North 04°26'42" East 30.07 feet; thence South 89°25'57" East 712 feet more or less to the point of beginning on the West property line of the West Desert Airpark property.

Contains 0.49 acres, more or less.

EXHIBIT B

[Attached to and forming a part of that certain Easement Deed given by Terry E. Messersmith and Tammy Messersmith to West Desert Airpark, LLC]

Description of Benefited Property

Beginning at the North Quarter corner of Section 5, Township 7 South, Range 2 West Salt Lake Base and Meridian; thence South 00°11'47" West 2,688.98 feet along the Quarter Section line to the Southeast corner of the Northwest Quarter of said Section 5; thence North 89°49'39" West 660.26 feet along the Quarter Section line; thence North 00°02'33" West 2,691.69 feet to the North line of said Section 5; thence South 89°35'52" East 671.49 feet along said Section line to the point of beginning.

Contains 41.12 acres.