13153803 12/20/2019 4:34:00 PM \$40.00 Book - 10876 Pg - 1637-1640 RASHELLE HOBBS Recorder, Salt Lake County, UT MERIDIAN TITLE BY: eCASH, DEPUTY - EF 4 P.

When Recorded Return to S.A. McDougal, LLC, and Flyfam, LLC 11576 South State Street, #102B Draper, UT 84020

MTC File No. 269489

GRANT OF EASEMENT

For good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Monarch Development of Salt Lake, L.L.C., a Utah limited liability company, the undersigned GRANTOR, does hereby grant, convey, sell and set over unto S.A. McDougal, LLC, a Utah limited liability company and Flyfam, LLC, a Utah limited liability company, GRANTEE, a perpetual non-exclusive easement for the purpose of access, ingress, and egress together with the right of construction, operation, access and maintenance on the Easement Parcel with related facilities, insofar as they lie within the land owned by the Grantor, over the following described property situated in Salt Lake County, Utah (the "Easement Parcel"):

A 35.0-foot Easement located in the Northwest quarter of the Southeast quarter and in the Northeast quarter of the Southwest quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning North 2,255.83 feet along the Section line from the South Quarter Corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and North 70°36'07" East 142.19 feet to the point of beginning; and running thence North 70°36'07" East 50.0 feet, more or less, to the West line of the property owned by Rocky Mountain Power,; thence South 31°35'54" East 35.0 feet along said property line; thence South 70°36'07" West 200.0 feet; thence North 31°35'54" West 35.0 feet; thence North 70°36'07" East 150.0 feet to the point of beginning.

Part of Salt Lake County Tax Parcel No. 33-22-400-020

This easement benefits property owned by S.A. McDougal, LLC, a Utah limited liability company and Flyfam, LLC, a Utah limited liability company including the following described situated in Salt Lake County, Utah:

Beginning at point being North 2,255.83 feet along the section line from the South Quarter Corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 265.24 feet; thence South 31°35'54" East 255.97 feet; thence South 70°36'07" West 142.19 feet to the point of beginning.

Salt Lake County Tax Parcel No. 33-22-300-010

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its successors and assigns to enter upon the above-described property and to use said property for access for emergency vehicles, connectivity, fire protection and traffic flow for both the SAM2 Property and the Monarch Property. GRANTOR shall have the right to use the above-described property without the prior approval of GRANTEE, provided such use shall not interfere with the rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct or permit to be built or constructed any building or other improvement which interferes with the access over and across the Easement Parcel without the written consent of GRANTEE. This right-of-way and use easement grant shall be binding upon, and inure to the benefit of, successors and assigns of the GRANTOR and the heirs, executors, administrators, successors, and assigns of the GRANTEE, and may be assigned in whole or part by the GRANTEE.

The final location of the Easement will be designed to function with the intended site plan and use of both properties. GRANTOR may adjust or relocate the easement as needed to match the drive lanes constructed on the adjacent property (Part of Salt Lake County Tax Parcel No. 33-22-400-020) owned by GRANTOR.

Grantor has entered into a lease agreement and an easement (the "RMP Lease and Easement") with Rocky Mountain Power ("RMP") for the right to use the property owned by RMP that abuts the Easement Parcel and Grantee shall have the right to use such property solely to the extent of extending the 35.0-foot easement granted herein, subject to the RMP Lease and Easement.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this right-of-way and use easement this / day of December, 2019.

GRANTEE:

GRANTOR:

Monarch Development of Salt Lake, L.L.C., a Utah limited liability company

S. Val Staker, Manager

S.A. McDougal, LLC, a Utah limited liability company

Gary W. McDougal, Manager

FlyFam, LLC, a Utah limited liability company

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IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this right-of-way and use easement this 19 day of December, 2019.

GRANTOR:

GRANTEE:

Utah limited liability company

See counterpart S. Val Staker, Manager

Monarch Development of Salt Lake, L.L.C., a S.A. McDougal, LLC, a Utah limited liability

company

Gary W. McDougal, Manager

FlyFam, LLC, a Utah limited liability

Kenneth S. Olson, Manager

STATE OF UTAH)
COUNTY OF SALT LAKE)
On the <u>19</u> day of December, 2019, personally appeared before me S. Val Staker, as Manager of Monarch Development of Salt Lake, L.L.C., a Utah limited liability company, who duly acknowledged that the foregoing was executed by authority.
Notary Public JEDD R. AUSTIN NOTARY PUBLIC - STATE OF UTAH COMMISSION NO. 707717 COMM. EXPIRES 09/06/2023
STATE OF UTAH)
county of salt lake)
On the day of December, 2019, personally appeared before me Gary W. McDougal, as Manager of S.A. McDougal, LLC, a Utah limited liability company, who duly acknowledged that the foregoing was executed by authority
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Notary Public MICHAEL IVINS NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706002 COMM. EXP. 05-05-2023
STATE OF UTAH)
COUNTY OF SALT LAKE)
On the day of December, 2019, personally appeared before me Kenneth S. Olson, as Manager of Flyfam, LLC, a Utah limited liability company, who duly acknowledged that the foregoing was executed by authority
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Notary Public
MICHAEL IVINS NOTARY PUBLIC STATE OF UTAH COMMISSION# 706002 COMM. EXP. 05-05-2023