

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Suite 110
Salt Lake City, UT 84116

Project Name: JF Capital, Fox Hollow Relocation
WO#: TAME/2020/C/001/6811345
RW#: 2021LBB038

RIGHT OF WAY EASEMENT

For value received, SCP Fox Hollow, LLC, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 30 feet in width and 1032 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

Legal Description: A 30 WIDE POWER LINE EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°49’52” EAST 30.00 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 00°17’21” WEST 1039.36 FEET; THENCE NORTH 67°19’45” WEST 32.45 FEET TO A POINT ON A SECTION LINE; THENCE NORTH 00°17’21” EAST 1026.77 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

Assessor Parcel No. 59:012:0122

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber,

structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 9th day of June, 2021.

SCP Fox Hollow, LLC - GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF UTAH)
) ss.
County of DAVIS)

On this 9th day of June, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Chad Bessinger (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of

SCP Fox Hollow, LLC (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Handwritten Signature]
(Notary Signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Kaysville, Utah (city, state)
My Commission Expires: 4/25/2024 (d/m/y)

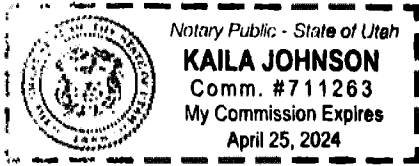


EXHIBIT "A"

EAST QUARTER CORNER SECTION 11,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN



30' POWER EASEMENT

