

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Justin Beales

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14467811 B: 11619 P: 4869 Total Pages: 7

11/25/2025 08:48 AM By: jlucas Fees: \$40.00

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.

1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Project Name: 9th Note

WO#: 007360187

00.35.456.043

### RIGHT OF WAY EASEMENT

For value received, JF 9th Note Partners QOZB, LLC, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way as set forth in the legal description below feet in width and as set forth in the legal description below 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 Salt Lake 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: AN EASEMENT PARCEL, SITUATE IN LOTS 7 AND 8, BLOCK 57, PLACE "C", SALT LAKE CITY SURVEY, IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°13'14" WEST (SOUTH PER DEED) 9.49 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 57, PLAT "C", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 00° 13' 14" WEST (SOUTH PER DEED) ALONG THE WESTERLY RIGHT OF WAY LINE OF 900 WEST STREET, A PUBLIC ROAD 164.51 FEET (165.5 FEET PER DEED); THENCE NORTH 89° 47' 16" WEST (WEST PER DEED) 12.00 FEET; THENCE NORTH 00°13'14" EAST 12.00 FEET; THENCE SOUTH 89°47'16" EAST 7.00 FEET; THENCE NORTH 00°13'14" EAST 147.51 FEET; THENCE NORTH 89°45'51" WEST 180.00 FEET PARALLEL WITH NORTH TEMPLE STREET; THENCE SOUTH 00°13'14" WEST 6.00 FEET; THENCE NORTH 89°45'51" WEST 8.00 FEET; THENCE SOUTH 00°13'14" WEST 153.59 FEET TO A POINT ON THE SOUTHERLY LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°47'16" WEST ALONG SAID SOUTHERLY LINE 5.00 FEET TO THE SOUTHWEST CORNER OF SAID GRANTOR'S PROPERTY; THENCE NORTH 00°13'14" EAST 164.59 FEET ALONG THE WESTERLY LINE OF SAID GRANTOR'S PROPERTY TO THE NORTHWEST CORNER OF SAID GRANTOR'S PROPERTY AND SOUTHERLY RIGHT OF WAY

LINE OF NORTH TEMPLE STREET, A PUBLIC ROAD; THENCE SOUTH  
89°45'51" EAST 198.00 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No.

08-35-456-043-0000

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.

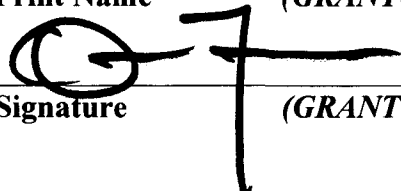
At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, 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 20 day of NOVEMBER, 2025.

OWEN FISHER, MANAGER  
Print Name (GRANTOR)

  
Signature (GRANTOR)

LEFT INTENTIONALLY BLANK.

**\*\* (CHOOSE APPROPRIATE ACKNOWLEDGEMENT  
AND DELETE THE OTHERS) \*\*\*\*\***

**Acknowledgement by an Individual Acting on His Own Behalf:**

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary  
Public in and for said State, personally appeared \_\_\_\_\_  
(name), known or identified to me to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that (he/she/they) 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.

\_\_\_\_\_  
(Notary Signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)

Residing at: \_\_\_\_\_ (city, state)

My Commission Expires: \_\_\_\_\_ (d/m/y)

**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF UTAH )

County of DAVIS )

On this 20 day of NOVEMBER, 2025, before me, the undersigned Notary Public in and for said State, personally appeared OWEN FISHER (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 JF 9<sup>th</sup> NOTE PARTNERS 2025, 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.

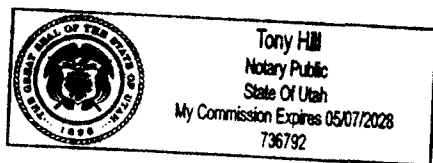


(Notary Signature)

NOTARY PUBLIC FOR UTAH (state)

Residing at: KAYSVILLE, UTAH (city, state)

My Commission Expires: 7/5/2028 (d/m/y)



**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

STATE OF \_\_\_\_\_)

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (representative's name), known or identified to me to be the person whose name is subscribed as \_\_\_\_\_ (title/capacity in which instrument is executed) of \_\_\_\_\_ and acknowledged to me that (he/she/they) 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.

\_\_\_\_\_  
(Notary Signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)  
Residing at: \_\_\_\_\_ (city, state)  
My Commission Expires: \_\_\_\_\_ (d/m/y)

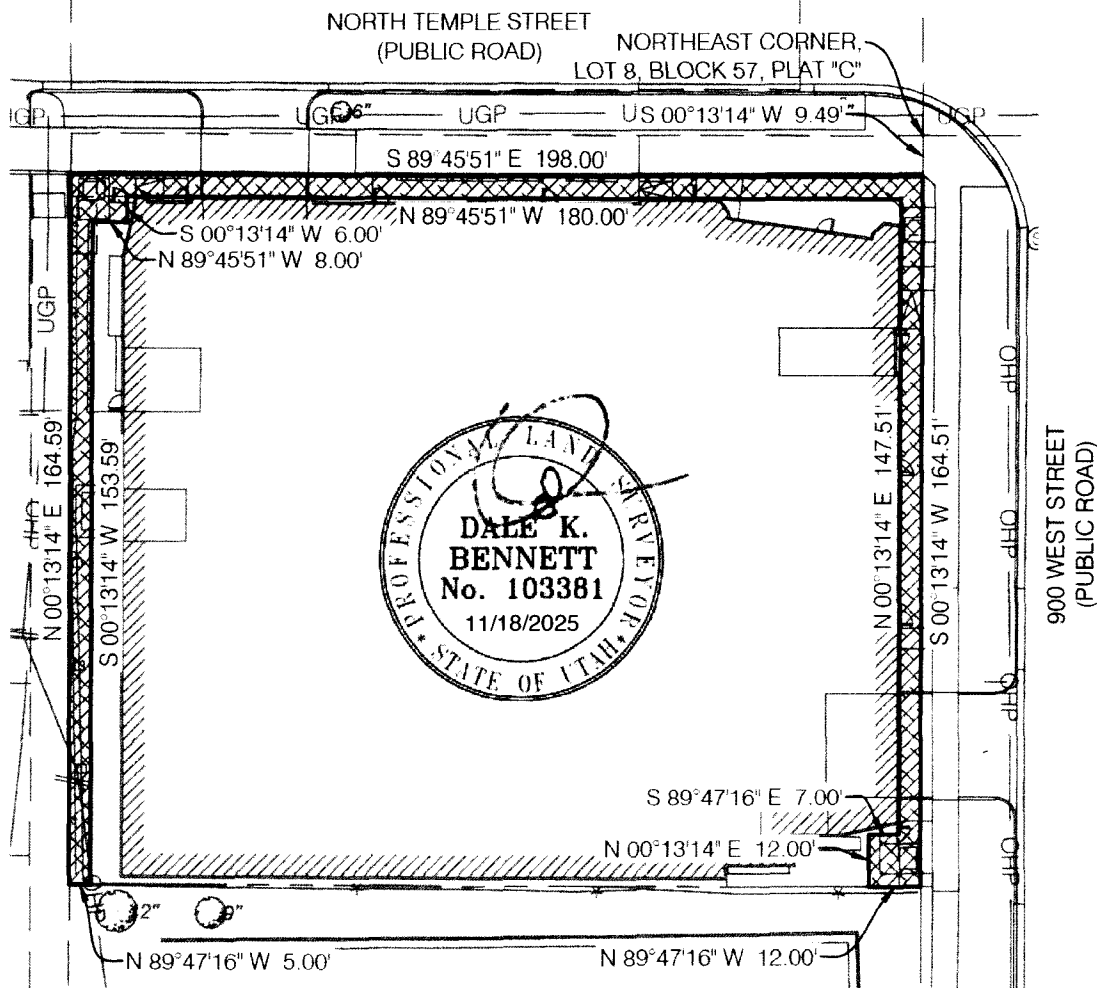
## Property Description

**Meridian:**                      **Township:** 1 N                      **Range:** 1 W  
**Section:** 35                      **Quarter:** SE                      **Quarter:**  
**County:** Salt Lake                      **State:** UT  
**Parcel Number:** 08-354-456-048  
**Property Location:** 915 W. North Temple St. Salt Lake City, UT



**Print Name:**

**Signature:**



**CC#:** 11441

**WO#:**

**Landowner Name:** JF 9th Note Partners

QOZB, LLC

**Drawn By:** DKB/FBA

**Scale:** N/A

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



**EXHIBIT A** Page 7 of 7