REV05042015 Return to: Rocky Mountain Power Lisa Louder/Blake Ashcroft 1407 West North Temple Ste. 110 Salt Lake City, UT 84116

14279928 B: 11513 P: 6014 Total Pages: 4 08/26/2024 08:47 AM By: BGORDON Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah **Return To: PACIFICORP-LLOUDER** 

1407 W NORTH TEMPLESALT LAKE CITY, UT 841163187

Project Name: NEA11 HENRIKSEN BUTLER SYNAGOGUE

WO#: 7208588

RW#:

## UNDERGROUND RIGHT OF WAY EASEMENT

For value received, JFGHB Partners, LLC, a Utah limited liability company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10.00' feet in width and 120.14' feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, 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 below and shown on Exhibit A attached hereto and by this reference made a part hereof:

## Legal Description:

Beginning at a point being North 89°58'07" East, along the monument line, 276.78 feet and North, 394.44 feet from a street monument located at the intersection of 300 South Street and 400 East Street; and running thence North 89°58'19" East, 120.14 feet; thence South 00°05'20" East, 10.00 feet; thence South 89°58'19" West, 120.14 feet; thence North 00°05'20" West, 10.00 feet to the point of beginning.

## Assessor Parcel No.

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 therefor) the future right to keep the right of way 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 or store any flammable materials (other than agricultural crops), or light any fires, 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.

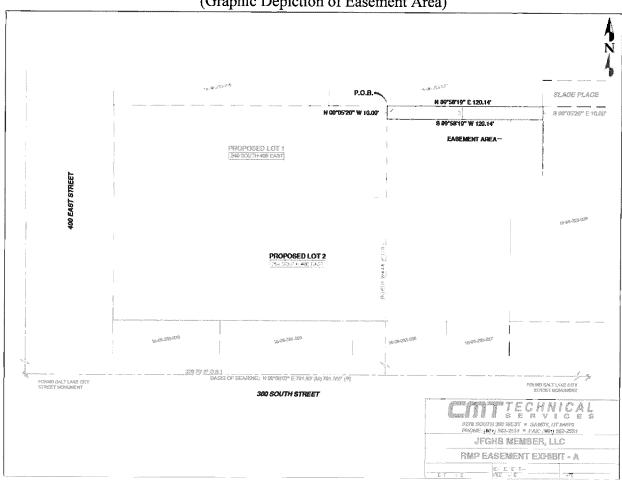
To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury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

[Remainder of page left intentionally blank. Additional pages follow.]

Dated this 30 day	of <u>July</u> , 2024.
GRANTOR:	
JFGHB PARTNERS, LLC, a Utah limited liability company	
By: JFGHB Manager, LLC Its: Manager  By: Owen Fisher Its: Manager	
STATE OF UTAH )  \$ COUNTY OF DAVIS )	
On this day of, 2024, Owen Fisher personally appeared before me who being by me duly sworn, did say that he is the Manager of JFGHB Manager, LLC, a Utah limited liability company, the Manager of JFGHB Partners, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its governing documents and said Owen Fisher duly acknowledged to me that said limited liability company executed the same.	
Witness my hand and official seal	Tony Hill  Notary Public  State Of Utah  My Commission Expires 05/07/2028  736792
(Notary Public)	(Seal)

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**EXHIBIT A**(Graphic Depiction of Easement Area)



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