

REV05042015

Return to:

Rocky Mountain Power  
Lisa Louder/Jennifer Blum  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Green Print West Temple  
WO#: 6621862  
RW#:

13109507  
10/28/2019 12:42 PM \$40.00  
Book - 10851 Pg - 5617-5620  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: CRA, DEPUTY - WI 4 P.

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **OZ2 Opportunity Fund, LLC** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 10 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 and/or shown on Exhibit(s) **Exhibit A** attached hereto and by this reference made a part hereof:

**Legal Description:**

Parcel 1:

Lot 34, and the North 1 foot of Lot 35, Block 1, WALKER'S SUBDIVISION of Block 5, Plat "A", Salt Lake City Survey, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Assessor Parcel No.                      15122760290000

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.

Dated this 11<sup>th</sup> day of October, 2019.

OZZ Opportunity Fund, LLC  
(Insert Grantor Name Here) GRANTOR

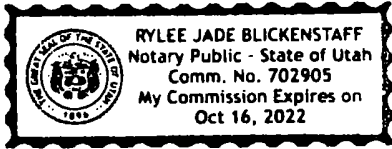
Scott Chappell  
(Insert Grantor Name Here) GRANTOR

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

STATE OF UTAH )  
 ) ss.  
County of UTAH )

On this 11<sup>th</sup> day of October, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Scott Chappell (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 OZZ opportunity Fund, 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.

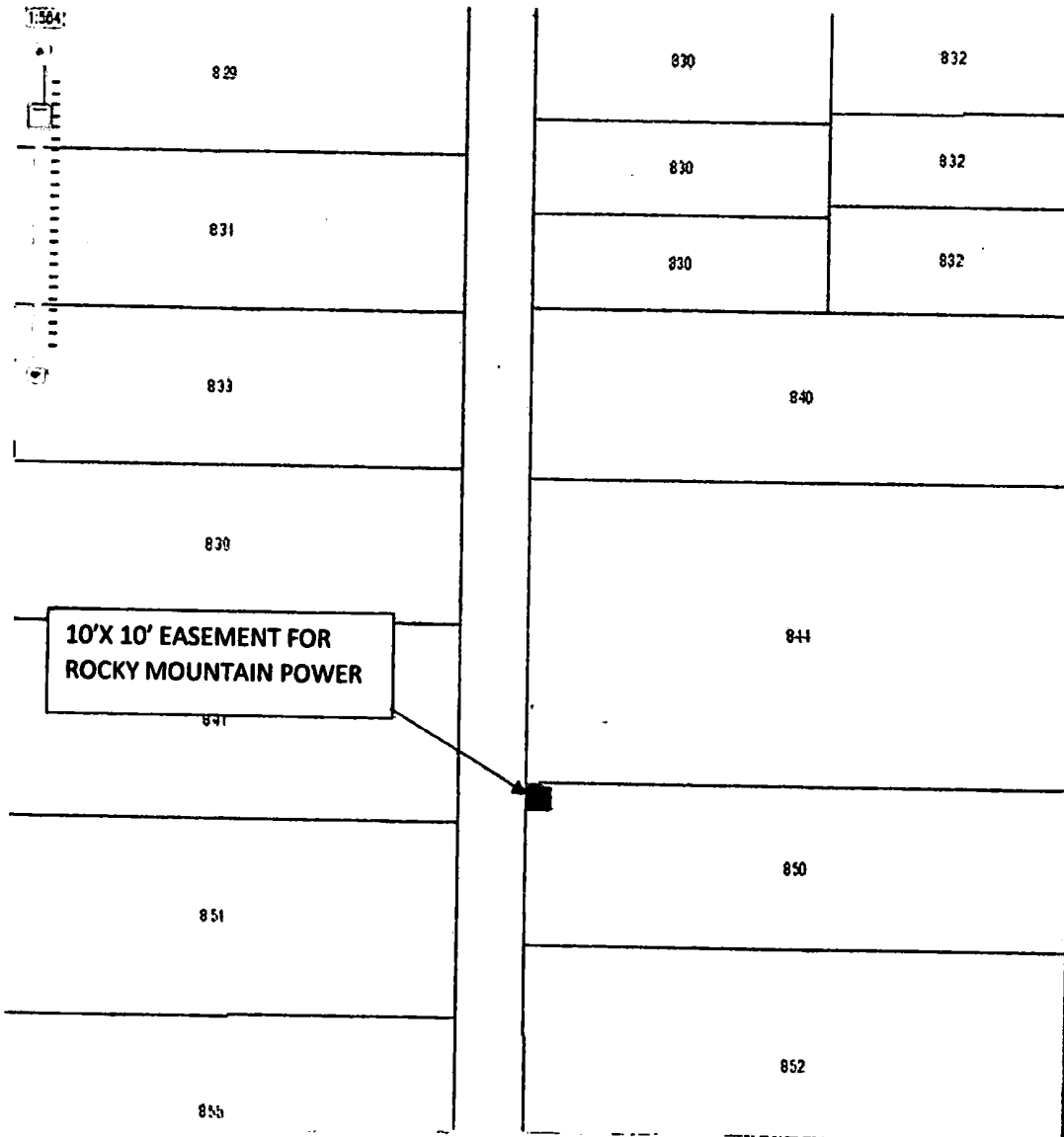


Rylee Blickenstaff  
(notary signature)

NOTARY PUBLIC FOR UTAH (state)  
Residing at: Orem, UT (city, state)  
My Commission Expires: 10, 10, 2022 (d/m/y)

**Property Description**

Section: 12 Township 1S (N or S), Range 1W (E or W),  
SALT LAKE Meridian  
 County: SALT LAKE State: UTAH  
 Parcel Number: 15122760290000



CC#: 11441 WO#: 6621862

Landowner Name: OZZ OPPORTUNITY

Drawn by: J BLUM

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**



SCALE: NOT TO SCALE