



REV05042015

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

Project Name: **Entry Note**
WO#: **008223674**
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **OZ12 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 containing **576 square feet or 0.0132 acres**, 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) A** attached hereto and by this reference made a part hereof:

Legal Description:

Commencing at the Intersection of 800 West Street and North Temple, thence 284.52 feet North 89°58'45" East along the Centerline of North Temple; and 196.07 feet South to the POINT OF BEGINNING (said point is also 445.82 feet North 89°58'59" West and 118.95 feet South from the Northeast corner of Lot 8, Block 59, Plat "C", SALT LAKE CITY SURVEY); and running thence South 17.84 feet along Grantor's East Property line to Grantor's South Boundary line; thence North 89°58'59" West 32.30 feet along said South Boundary line; thence North 17.81 feet; thence North 89°58'22" East 32.30 feet to the POINT OF BEGINNING.

Assessor Parcel No. **08354780520000**

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.

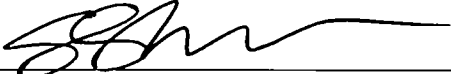
At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, 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 10 day of MAY, 2024.

OZI2 OPPORTUNITY FUND LLC : GRANTOR



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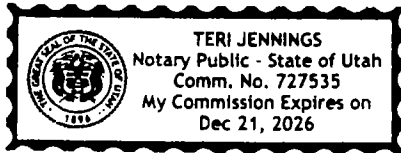
Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)
County of Utah) ss.)

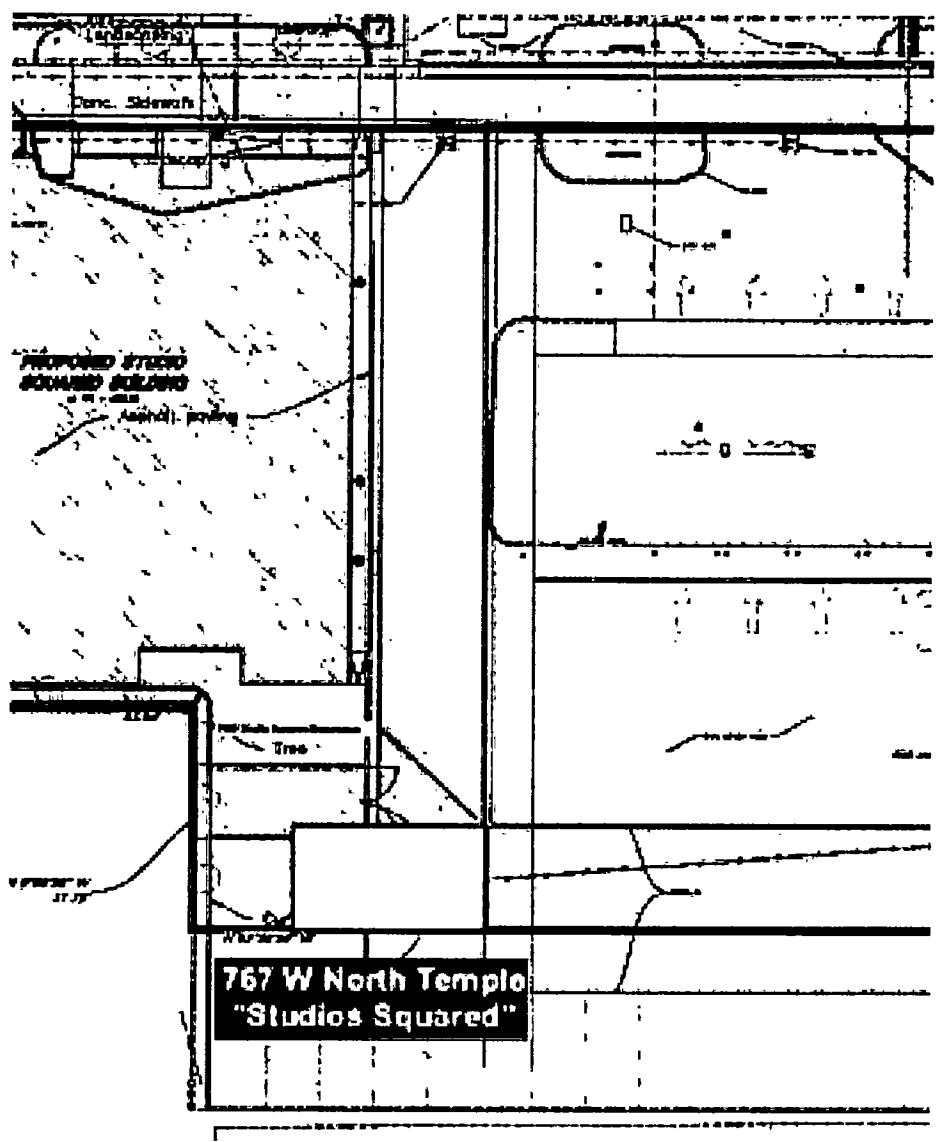
On this 10 day of May, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Scott Chappell (name), known or identified to me to be the Manager (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of 0212 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.

Teri Jennings
(notary signature)



NOTARY PUBLIC FOR Utah (state)
Residing at: Lindon, UT (city, state)
My Commission Expires: 21/12/26 (d/m/y)



CC#: WO#:
Landowner Name:
Drawn by:

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: NONE