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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: NONE WARDLE
SLC UT 84114-8420
BY: NUA, DEPUTY - WI 5 P.

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Department
Attn: Lisa Louder/Mailia Lauto'o
1407 West North Temple
Salt Lake City, UT 84140

When Recorded Return to:
Utah Department of Transportation
Right Of Way
Box 148420
Salt Lake City, UT 84114

**VESTED RIGHTS
AGREEMENT**

Project No. S-0058(9)
Pin No. 13149
Parcel No. 4014:33X
UDOT Reference Parcel No. 0085:609

This Vested Rights Agreement (the "Agreement") is entered into this 3rd day of April, 2019, by and between PacifiCorp, an Oregon corporation, d/b/a/ Rocky Mountain Power ("Rocky Mountain Power") and the Utah Department of Transportation, an agency of the State of Utah ("UDOT").

RECITALS

A. Rocky Mountain Power has acquired various real property rights for utility facilities hereinafter referred to as "Utility Rights."

B. UDOT desires to construct or enlarge or has constructed a state highway referred to as Mountain View Corridor with a project reference of PIN 13149, Project No. S-0085(9). The highway project will encroach on the Utility Rights and may require the relocation of certain facilities and structures owned by Rocky Mountain Power within UDOT's expanded highway right-of-way.

C. Rocky Mountain Power has agreed to quitclaim, without warranty, all of its right, title and interest in and to its Utility Rights within UDOT's highway right-of-way, by separate document, subject to and conditioned upon the terms and conditions set forth in that certain agreement entered into between the parties on the 19th day of January, 2005, entitled "Statewide Agreement for the Acquisition or Replacement of Utility Easement and Rights of Way" and such other terms and conditions as set forth herein. The Utility Rights to be quitclaimed to UDOT are detailed in Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties agree as follows:

1. Rocky Mountain Power hereby quit claims to UDOT all right, title, and interest in and to the Utility Rights, subject to and conditioned upon the terms and conditions set forth herein; provided, however, that in the event any third party has an interest in the Utility Rights to be acquired by UDOT through Rocky Mountain Power (i.e., secondary lease, property lease or land use agreement), UDOT shall first compensate such third party for the value of the interest taken with respect to such third party or shall subordinate its interest to such third party.
2. Rocky Mountain Power shall have the continued and perpetual right to access, operate, maintain, repair, inspect, relocate, and replace its electric power lines, including all other appurtenant structures, anchors, and equipment, including communication circuits, fibers, cables, and related equipment and such equipment or similar equipment that may be installed by Rocky Mountain Power or its licensees and assigns, and to maintain the area free from any and all hazards, including trees and vegetation, structures, and injurious uses, without payment to UDOT; provided, however, that Rocky Mountain Power or its licensees shall be required to obtain such permits and other approvals as may be required by federal or state statute and UDOT's rules.
3. UDOT shall not plant, or permit any other governmental entity to plant, any species of trees or other vegetation that will grow to a height greater than twelve (12) feet within the area described in Exhibit A.
4. Rocky Mountain Power shall have the continued right for itself and its licensees, successors and assigns, of reasonable access to and from the state highway to repair its facilities, subject to the provisions of Utah Admin. Code R930-7 and other relevant UDOT rules or permit instructions, but without prior permission in the event of an emergency or equipment failure or other failure resulting in an outage. However, Rocky Mountain Power must contact UDOT concerning the emergency entry upon the UDOT right of way.
5. UDOT agrees to reimburse Rocky Mountain Power for 100% of any future relocation or modification to Rocky Mountain Power's facilities, and those of its licensees, as may be required by any highway authority having jurisdiction for the use, alteration, or operation of the state highway. UDOT represents that it agrees to this provision because any future relocation will involve either Rocky Mountain Power's surrender of an easement for which it is entitled to full reimbursement or a permit that had been given to Rocky Mountain Power in exchange for an easement or other real property interest, and, therefore, that permit should be treated, for purposes of reimbursement only, as an easement.
6. 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.**

IN WITNESS WHEREOF, the parties have executed this Vested Rights Agreement as of the date first written above.

**PacifiCorp, an Oregon corporation, d/b/a
Rocky Mountain Power**

Curtis Mansfield
By: Curtis Mansfield
Its: Vice President T&D Operations

STATE OF _____)
 : ss
COUNTY OF _____)

On the 19 day of MARCH, 2019, personally appeared before me Curtis Mansfield, who being duly sworn did say that he/she is Vice President T&D Operations of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power and that the within and foregoing instrument was signed by authority of said corporation and said Vice President T&D Operations duly acknowledged to me that said corporation executed the same.

Malia Laoto'o

Notary Public



Utah Department of Transportation

Charles A. Stormont

By Charles A. Stormont

Its: Director/Deputy Director of Right of Way

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 3 day of APRIL, 2019, personally appeared before me CHARLES A. STORMONT the UDOT DIRECTOR, the signer(s) of this Easement Agreement for UDOT who duly acknowledged to me that they executed the same.

Jolene Ottley
NOTARY PUBLIC

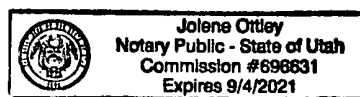


Exhibit "A"

**Utility Rights to be quitclaimed to UDOT
and area of Vested Rights**

A parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for construction of the highway known as Mountain View Corridor, being part of an entire tract of property situate in the SE1/4 NE1/4 of Section 11, T.1S., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract in the section line, said corner is 2,413.02 feet (2412 feet by record) South along the section line from the Northeast Corner of said Section 11, said corner is also approximately 2.62 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite engineer station 240+60.68; and running thence S.61°33'28"W. (S.61°35'W. by record) 52.12 feet along the southerly boundary line of said entire tract to a point 43.60 feet perpendicularly distant westerly from said control line opposite engineer station 240+36.60; thence N.00°05'39"E. 37.12 feet to a point approximately 42.94 feet perpendicularly distant westerly from side control line opposite engineer station 240+73.72; thence N.06°54'33"E. 47.96 feet to the westerly right of way line of 5600 West Street at a point approximately 36.42 feet perpendicularly distant westerly from said control line opposite engineer station 241+20.50; thence North 8.47 feet along said westerly right of way line to the northerly boundary line of said entire tract at a point approximately 36.45 feet perpendicularly distant westerly from said control line opposite engineer station 241+28.97; thence N.80°24'28"E. (N.80°26'E. by record) 40.57 feet along said northerly boundary line to the northeast corner of said entire tract in said section line; thence South 75.14 feet along the easterly boundary line of said entire tract in said section line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 3,647 square feet in area or 0.084 acre, more or less of which 3,304 square feet in area or 0.076 acre more or less is now occupied by the existing 5600 West Street (SR-172). Balance is 343 square feet in area or 0.008 acre, more or less.

(Note: Rotate all bearings in the above description 00°15'33" clockwise to match highway bearings.)