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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: MONE WARDLE  
SLC UT 84114-8420  
BY: MGA, DEPUTY - WI 14 P.

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

WHEN RECORDED RETURN COPY TO:  
Utah Department of Transportation  
Right of Way  
P.O. Box 148420  
Salt Lake City, Utah 84114-8420

UDOT PIN No.	13149
UDOT Project No.	S-0085(9)
UDOT Parcel No.	0085:4014:35X
County Tax ID No.	14-35-228-001
	14-35-228-002
	14-35-228-030
	14-35-228-023
	14-35-228-024
	14-36-101-032
	14-36-101-033
	14-36-101-041
	14-36-101-058
	14-36-101-063
	14-36-101-064
	14-36-101-066

**VESTED RIGHTS  
AGREEMENT**

This Vested Rights Agreement (the "Agreement") is entered into this 24<sup>th</sup> day of September, 2019, by and between PacificCorp, an Oregon corporation, d/b/a/ Rocky Mountain Power ("Rocky Mountain Power") and the Department of Transportation, a political subdivision of the State of Utah ("UDOT").

**RECITALS**

A. Rocky Mountain Power acquired various easements for utility facilities which are further detailed as Exhibit A ("Utility Easements"). Exhibit B is the legal description of the Vested Rights area.

B. UDOT desires to construct or enlarge a state highway, UDOT Project No S-0085(9). The highway project will encroach on the Utility Easements and will require the relocation of certain facilities and structures owned by Rocky Mountain Power within UDOT's expanded highway right-of-way.

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C. Rocky Mountain Power has agreed to quitclaim, without warranty, all of its right, title and interest in and to the Utility Easement to UDOT subject to and conditioned upon the terms and conditions set forth in that certain agreement entered into between the parties on the 19<sup>th</sup> day of January, 2005, entitled "Statewide Agreement for the Acquisition or Replacement of Power Line Facilities" and such other terms and conditions as set forth herein.

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 Easements, 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 property 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 agrees to relocate its facilities located within the described easements area or to modify such facilities in a manner that will reasonably accommodate UDOT's needs with respect to the construction and operation of the state highway it desires to construct or improve, as reasonably determined by UDOT and as more fully set forth in a separate construction agreement between the parties. UDOT has provided Rocky Mountain Power with a set of design plans and standards setting forth the facilities to be relocated. All other matters with respect to the relocation of Rocky Mountain Power's facilities including reimbursement costs, shall be agreed upon by separate agreement entered into the parties before the commencement of the relocation work. Such facilities or new facilities shall be removed from the current location and shall be relocated in the area as described below:

A tract of land situate in the NE1/4 NE1/4 of Section 35 and NW1/4 NW1/4 Section 36, T.1S., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 5700 West Street, which point is 701.01 feet S.89°57'00"W. along the section line and 79.13 feet S.00°03'00"E. from the Northeast Corner of said Section 35, said point is also approximate 52.32 feet perpendicularly distant southerly from the 3500 South Street Right of Way Control Line opposite engineer station 3523+96.61; and running thence S.87°27'27"E. 50.31 feet to a point in the existing easterly right of way line of said 5700 West Street; thence S.86°12'19"E. 269.84 feet; thence N.89°57'00"E. 328.86 feet to a point in the existing westerly right of way line of 5600 West Street; thence N.85°05'44"E. 106.35 feet to a point in the existing easterly right of way line of said 5600 West Street; thence N.89°57'00"E. 390.04 feet along a line parallel with said control line; thence N.83°41'24"E. 343.19 feet; thence N.89°59'13"E. 180.76 feet to the existing westerly right of way line of Rosemary Street (5450 West Street); thence S.00°03'09"E. (South by record) 10.00 feet along said existing westerly right of way line to a point 63.24 feet perpendicularly distant southerly from said control line opposite engineer station 3540+64.01; thence S.89°59'13"W. 180.21 feet; thence S.83°41'24"W. 343.19 feet; thence S.89°57'00"W. 390.55 feet along a line parallel with said control line to a point in said

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UDOT Project No. S-0085(9)  
UDOT Parcel No. 0085:4014:35X

existing easterly right of way line of 5600 West Street; thence S.85°05'44"W. 106.35 feet to a point in said existing westerly right of way line of 5600 West Street; thence S.89°57'00"W. 329.23 feet; thence N.86°12'19"W. 268.84 feet to the existing easterly right of way line of said 5700 West Street; thence N.87°26'00"W. 50.31 feet to said existing westerly right of way line of 5700 West Street; thence N.03°49'00"W. 10.07 feet along said existing westerly right of way 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 tract of land contains 16,690 square feet in area or 0.383 acre, more or less.

(Note: Rotate all bearings in the above description 00°17'25" clockwise to obtain highway bearings.)

3. 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.

4. UDOT shall not plant any species of trees or other vegetation that will grow to a height greater than twelve (12) feet within the power line(s).

5. 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, including 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.

6. 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.

7. To the fullest extent permitted by law, each of the parties 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.

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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**

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

STATE OF )  
                  ) : ss  
COUNTY OF )

*See attached*

On the date first above written personally appeared before me, Curtis Mansfield, who, being by me duly sworn, says that he is the 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 in behalf of said corporation by authority of said corporation, and said Vice President T & D Operations acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**Utah Department of Transportation**

By *Charles A. Stormont*  
Its: Director of Right of Way

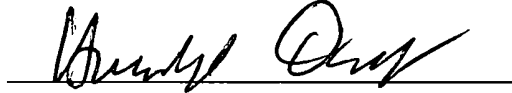
STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 26<sup>th</sup> day of AUGUST 2019, personally appeared before me Charles A. Stormont, the UDOT Director of Right of Way, the signer(s) of this Easement Agreement for UDOT who duly acknowledged to me that they executed the same.

*Jolene Ottley*  
NOTARY PUBLIC



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

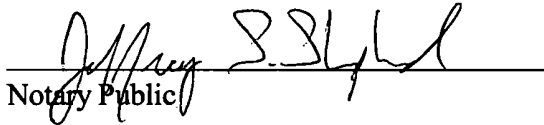
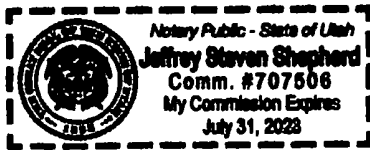


By: Harold Dudley

Its: Right of Way Manager

STATE OF )  
 : ss  
COUNTY OF )

On the date first above written, personally appeared before me, Harold Dudley, who being duly sworn did say that he is the Right of Way Manager 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 Right of Way Manager duly acknowledged to me that said corporation executed the same.



Notary Public

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## **EXHIBIT A**

### **Utility Rights to be Quitclaimed to UDOT**

No Utility Rights to be Quitclaimed to UDOT in this deed.

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## EXHIBIT B

### Legal Description of Vested Rights Area

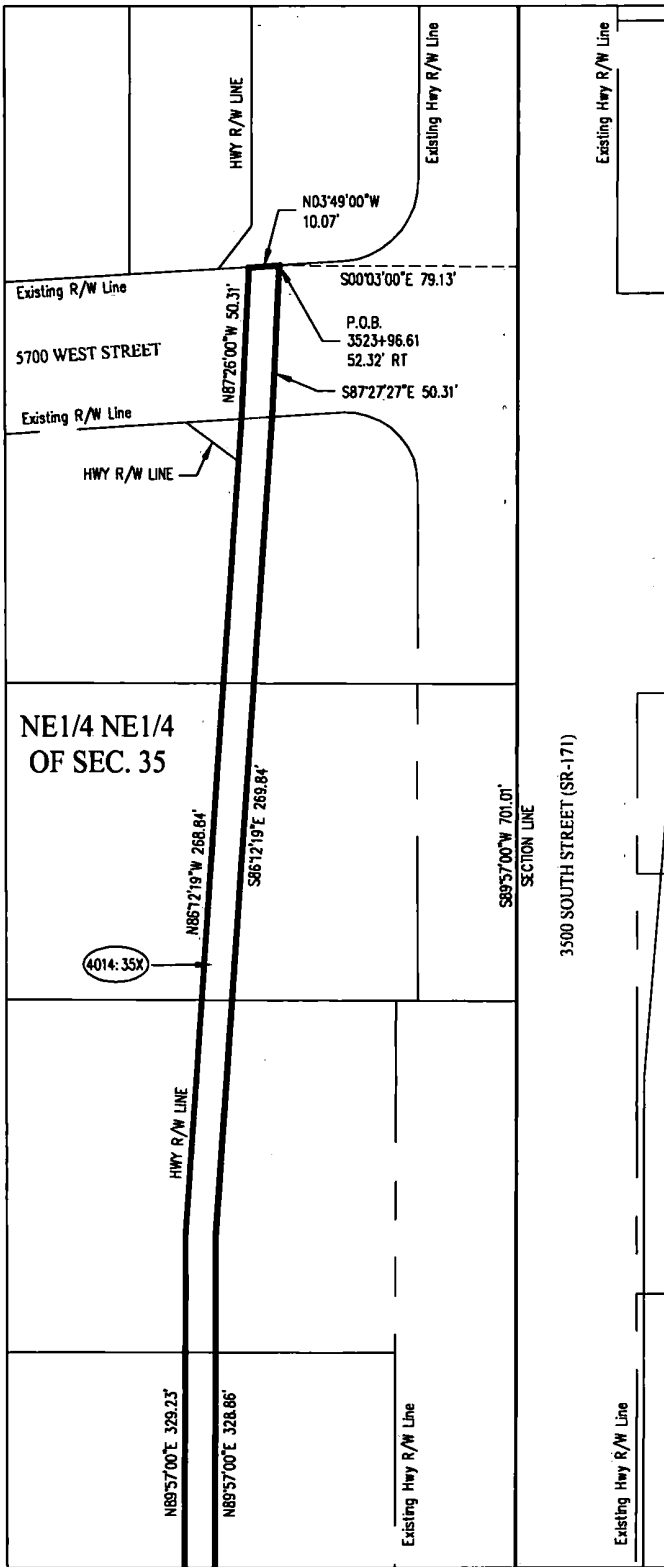
A tract of land situate in the NE1/4 NE1/4 of Section 35 and NW1/4 NW1/4 Section 36, T.1S., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 5700 West Street, which point is 701.01 feet S.89°57'00"W. along the section line and 79.13 feet S.00°03'00"E. from the Northeast Corner of said Section 35, said point is also approximate 52.32 feet perpendicularly distant southerly from the 3500 South Street Right of Way Control Line opposite engineer station 3523+96.61; and running thence S.87°27'27"E. 50.31 feet to a point in the existing easterly right of way line of said 5700 West Street; thence S.86°12'19"E. 269.84 feet; thence N.89°57'00"E. 328.86 feet to a point in the existing westerly right of way line of 5600 West Street; thence N.85°05'44"E. 106.35 feet to a point in the existing easterly right of way line of said 5600 West Street; thence N.89°57'00"E. 390.04 feet along a line parallel with said control line; thence N.83°41'24"E. 343.19 feet; thence N.89°59'13"E. 180.76 feet to the existing westerly right of way line of Rosemary Street (5450 West Street); thence S.00°03'09"E. (South by record) 10.00 feet along said existing westerly right of way line to a point 63.24 feet perpendicularly distant southerly from said control line opposite engineer station 3540+64.01; thence S.89°59'13"W. 180.21 feet; thence S.83°41'24"W. 343.19 feet; thence S.89°57'00"W. 390.55 feet along a line parallel with said control line to a point in said existing easterly right of way line of 5600 West Street; thence S.85°05'44"W. 106.35 feet to a point in said existing westerly right of way line of 5600 West Street; thence S.89°57'00"W. 329.23 feet; thence N.86°12'19"W. 268.84 feet to the existing easterly right of way line of said 5700 West Street; thence N.87°26'00"W. 50.31 feet to said existing westerly right of way line of 5700 West Street; thence N.03°49'00"W. 10.07 feet along said existing westerly right of way 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 tract of land contains 16,690 square feet in area or 0.383 acre, more or less.

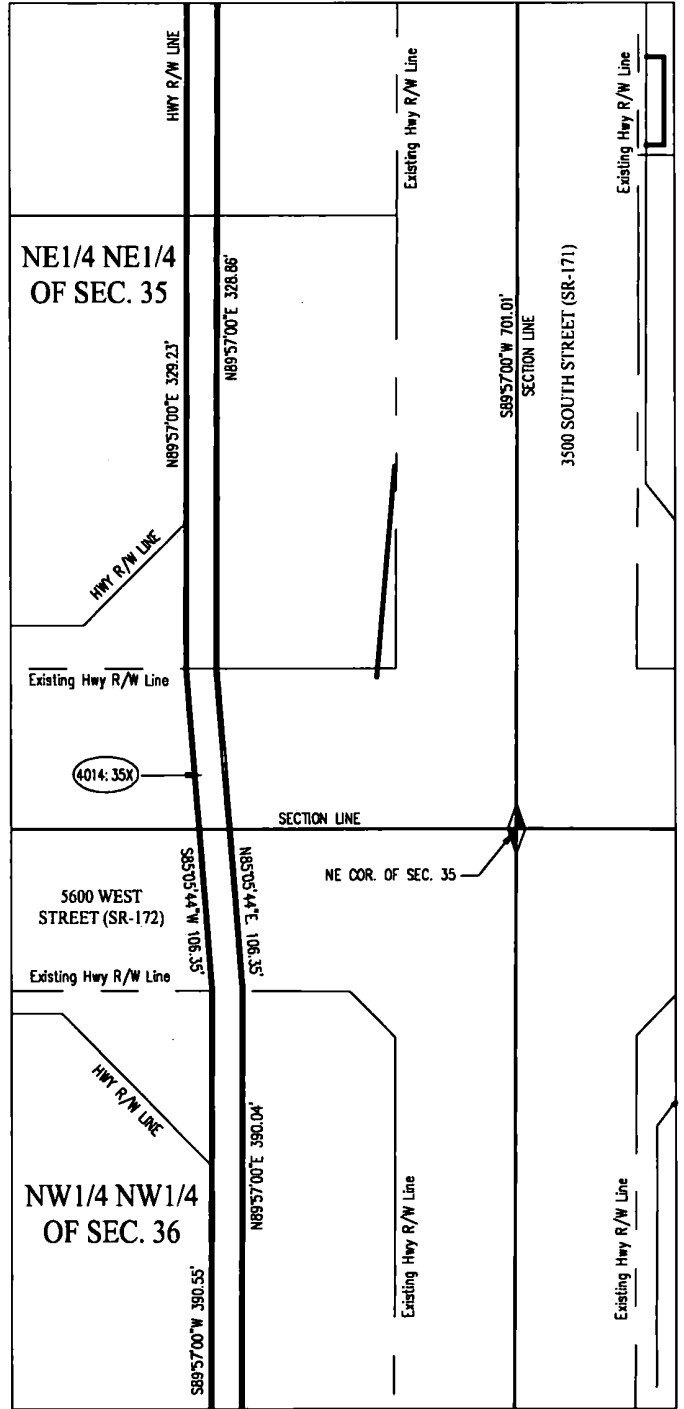
(Note: Rotate all bearings in the above description 00°17'25" clockwise to obtain highway bearings.)



MATCH LINE A



MATCH LINE A



MATCH LINE B

4014:35X AREA = 16,690 SF, 0.383 AC

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

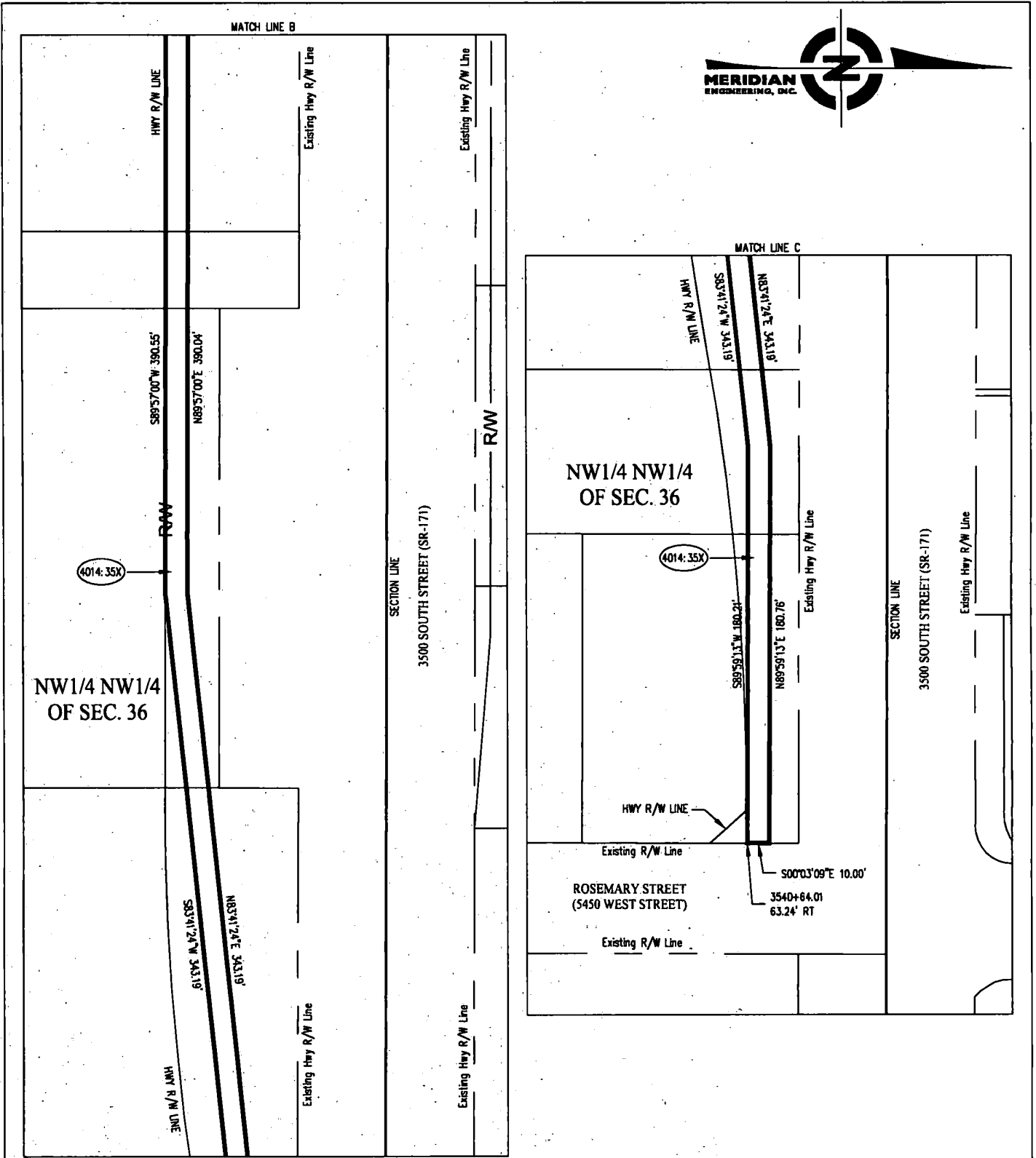
SCALE: N.T.S.      DATE: 05/13/2019

**EXHIBIT C-1**  
**PORTION SEC. 35 & 36,**  
**T.1S., R.2W., SLB&M**  
**SALT LAKE COUNTY, UTAH**

BY: GKD      CKD: TB      APP:







4014:35X AREA = 16,890 SF, 0.383 AC

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

SCALE: N.T.S.      DATE: 05/13/2019

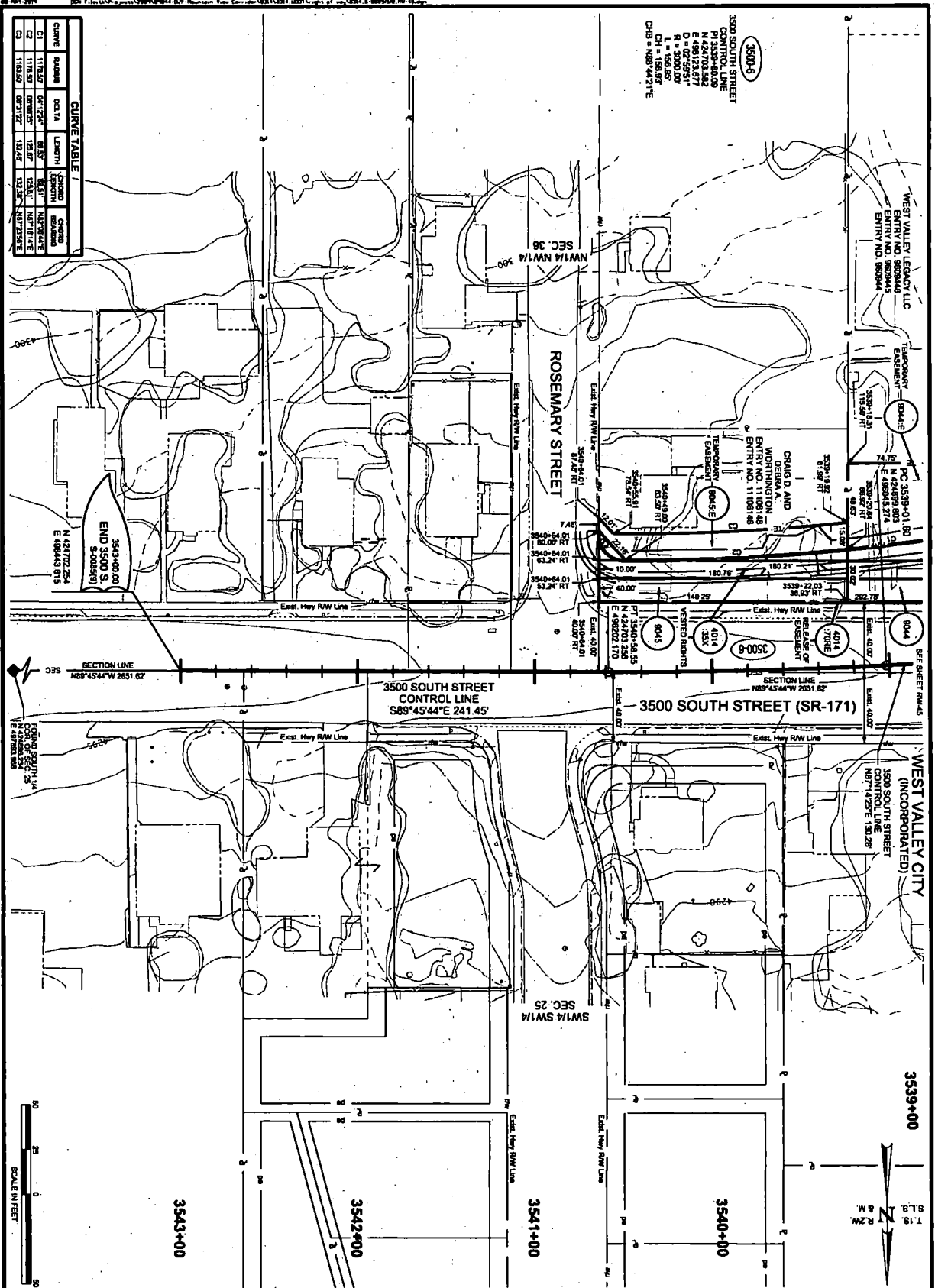


**EXHIBIT C-2**  
**PORTION SEC. 35 & 36,**  
**T.1S., R.2W., SLB&M**  
**SALT LAKE COUNTY, UTAH**

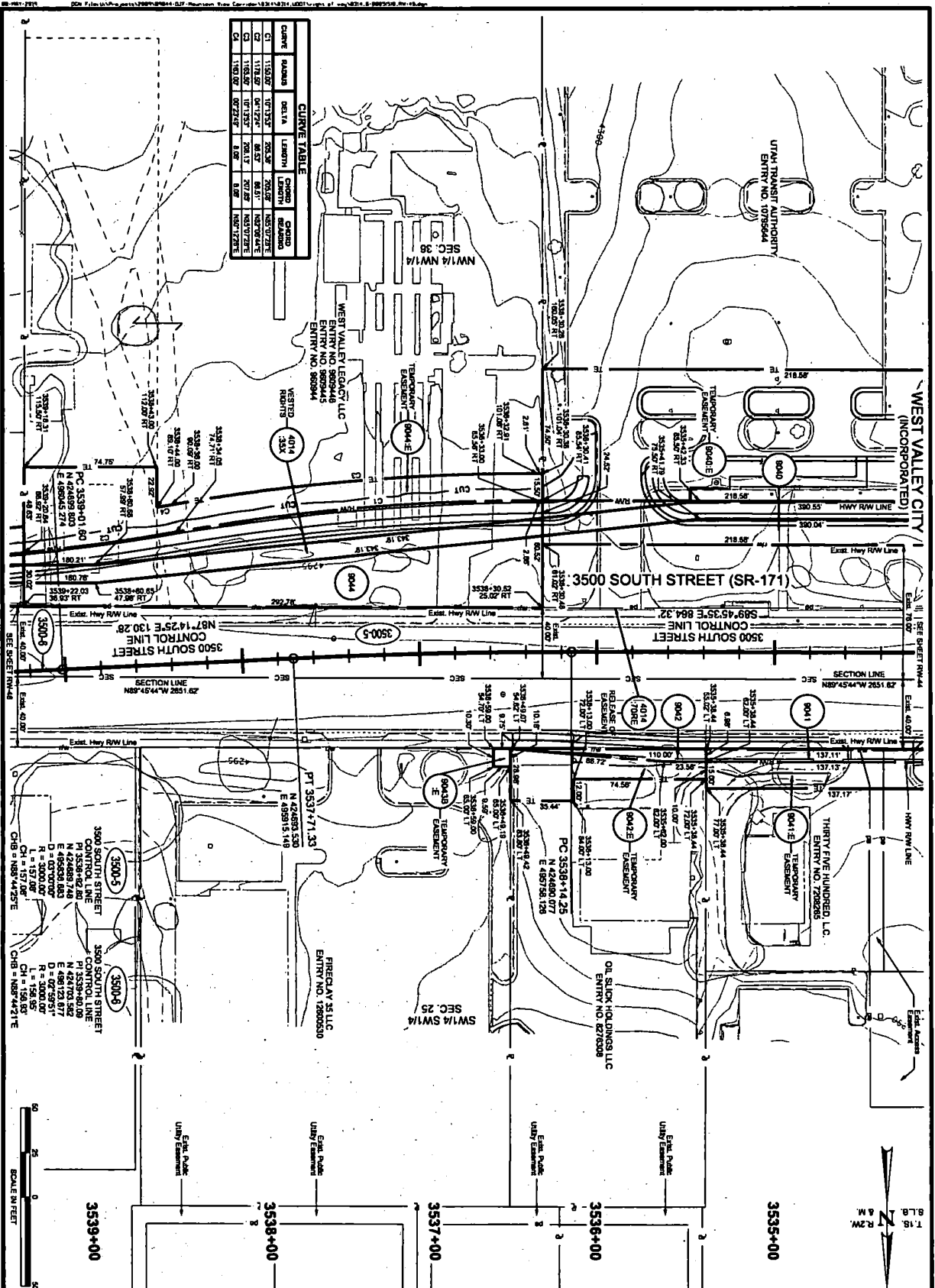
BY: GKD      CKD: TB      APP:



CURVE	STATION	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1178.57	87.72°	85.57'	163.17'	N 87.72° E
C2	1178.57	87.72°	125.07'	233.00'	N 87.72° E
C3	1183.57	87.72°	132.42'	250.00'	N 87.72° E

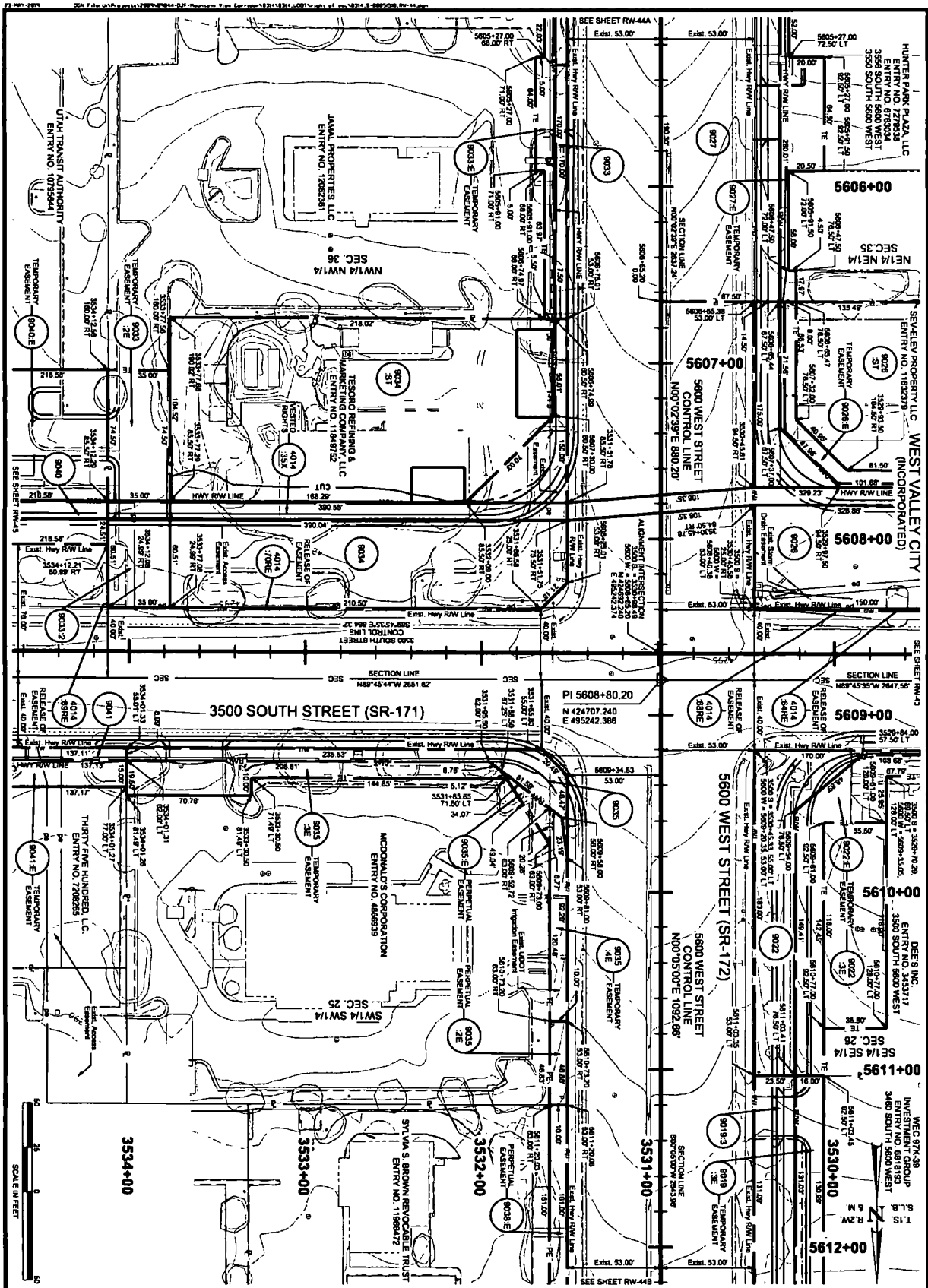


SHEET NO. RW-4-B	PROJECT	SR-85, MVC; 4100 SOUTH	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING	REVISIONS			
	PROJECT NUMBER	S-0085(9)		APPROVED	NO.	DATE	APPROVED BY
	COUNTY	SALT LAKE		DATE			REMARKS
PROJECT	TO SR-201	DATE	DRAWN BY	GKD			
PROJECT NUMBER	S-0085(9)	DATE	DC CHECKED BY	TJB			
COUNTY	SALT LAKE	DATE	NO.				
SHEET NO.	RW-4-B	DATE	DATE				

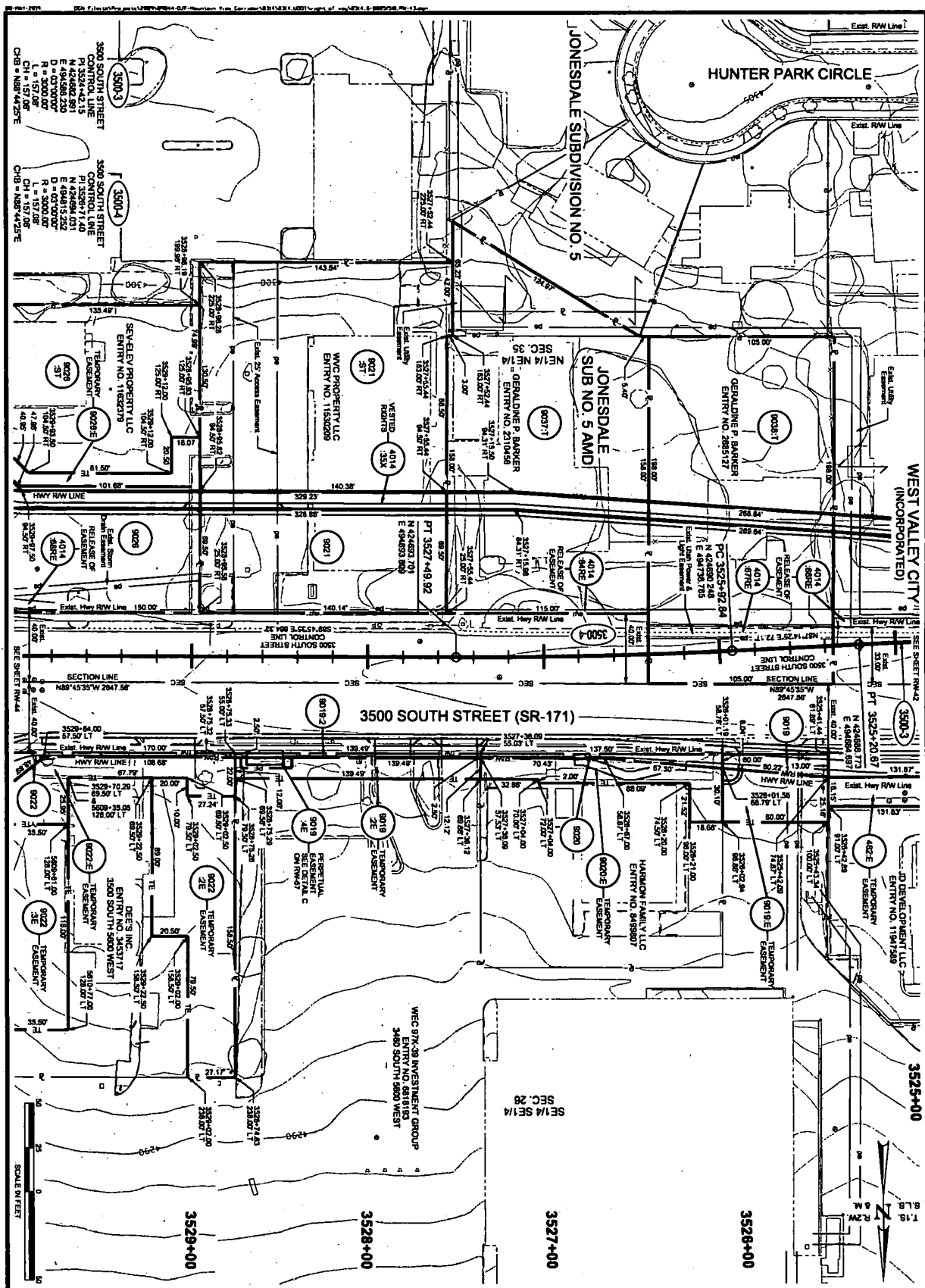


CURVE TABLE					
CURVE	STATIONING	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1150.00'	107.35°	206.34'	182.07'	N87.07°28'E
C2	1178.00'	90.72°	86.53'	86.53'	S89.70°44'E
C3	1183.00'	107.35°	206.13'	181.72'	N87.07°28'E
C4	1183.00'	90.72°	86.53'	86.53'	S89.70°44'E

PROJECT: SR-85, MVC; 4100 SOUTH TO SR-201		UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - MERIDIAN ENGINEERING		REVISIONS	
PROJECT NUMBER: S-0085(8)	PK: 13148	APPROVED:	DRAWN BY: GKD	DATE:	REMARKS:
RIGHT-OF-WAY PLAN		PROFESSIONAL LAND SURVEYOR:	DATE:	DATE:	DATE:
SHEET NO. 435	SHEET TOTAL 435	DATE:	DATE:	DATE:	DATE:



PROJECT	SR-85, MVC; 4100 SOUTH		APPROVED	DRAWN BY	CHKD	DATE	APPROVED BY	REMARKS
	TO SR-201							
PROJECT NUMBER	S-0085(9)		PROFESSIONAL LAND SURVEYOR	DATE	TJB	NO	DATE	REMARKS
	13149							
RIGHT-OF-WAY PLAN								



PROJECT		SR-85, MVC; 4100 SOUTH		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
PROJECT NUMBER		TO SR-201		REGION 2 - MERIDIAN ENGINEERING			
SCALE		S-0085(B)		APPROVED			
SHEET NO.		13149		DATE			
DRAWN BY		CWD		DATE			
CHECKED BY		T.B.		DATE			
APPROVED BY				DATE			
REMARKS							

