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Book - 10667 Ps - 8919-8926  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: BAA, DEPUTY - WI & P.

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

Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**VESTED RIGHTS AGREEMENT**  
(Salt Lake County)

Pin No. 7704  
Project No. S-0085(1)0  
Parcel No. 0085:4014:20X  
Reference Pin 3616 Parcel No's. 07, 48, and 179D  
Reference Pin 7703 Parcel No. 467  
Reference Tri-Party Agreement Parcel 467:X

This Vested Rights Agreement (the "Agreement") is entered into this 23<sup>rd</sup> day of April, 2018, 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 a state highway, UDOT Project No. MP-0182(6), Mountain View Corridor. 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 19<sup>th</sup> 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

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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 agrees to relocate its facilities, at UDOT's expense, located within the Utility Rights 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 by 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 in Exhibit B and as shown in Exhibit C:

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, 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 B.

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 R930-6, Rules for the Accommodation of Utility Facilities and the Control and Protection of State Highway Rights-of-Way 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.

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

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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, UDOT and Rocky Mountain Power each 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 easement. UDOT and Rocky Mountain Power 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.

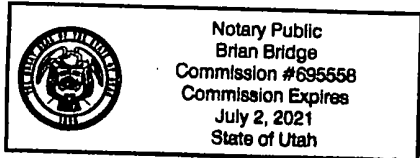
IN WITNESS WHEREOF, the parties have executed this Vested Rights Agreement as of the date first written above.

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

By: JAB  
Its: Property Agent

STATE OF UTAH        )  
                                       : ss  
COUNTY OF SALT LAKE)

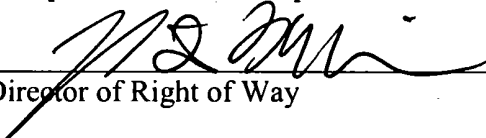
On the 23<sup>rd</sup> day of APRIL, 2018, personally appeared before me  
J. BRADLEY KNOWLES, who being duly sworn did say that he is  
PROPERTY AGENT of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain  
Power and that the within and foregoing instrument was signed by authority of said corporation and  
said PROPERTY AGENT duly acknowledged to me that said corporation executed the same.



Brian Bridge  
Notary Public

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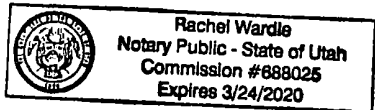
**Utah Department of Transportation**


By   
Its: Director of Right of Way

STATE OF UTAH )

COUNTY OF SALT LAKE )

On the 27 day of NOV., 2017 personally appeared before me  
Lyle D. McMillan, the UDOT Director of Right of Way, the signer(s) of this foregoing  
instrument for UDOT who duly acknowledged to me that they executed the same.



  
NOTARY PUBLIC

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**Exhibit "A"**  
**Utility Rights to be quitclaimed to UDOT**

A partial release of easement upon part of an entire tract of property, in the SW1/4 SE1/4 Section 23, T.1S., R.2W., S.L.B.&M., in Salt Lake County, Utah, incident to the construction of a highway known as Project MP-0182(6). The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the southerly section line of said section which point is 1,418.77 feet N.89°59'10"W. (West by record) along said southerly section line from the Southeast Corner of said Section 23; and running thence N.89°59'10"W. (West by record) 249.15 feet along said southerly section line to the westerly line of said easement; thence N.00°01'00"W. 1,425.73 feet along said westerly easement line; thence S.89°52'40"E. 293.22 feet to the easterly right of way line and no-access line of said highway; thence S.09°30'29"W. 100.63 feet along said easterly right of way line and no-access line and the beginning of a 4,674.37 foot non-tangent curve to the left (Note: center bears S.80°40'35"E.); thence southerly along the arc of said curve 1,330.69 feet through a delta of 16°18'39" (Note: chord to said curve bears S.01°10'06"W. 1,326.20 feet) to the point of beginning. The above described part of an entire tract of land contains 335,047 square feet in area or 7.692 acres, more or less.

(Note: Rotate all bearings in the above description 00°08'47" clockwise to obtain highway bearings.)

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**Exhibit "B"**

**Legal Description of Vested Rights Area**

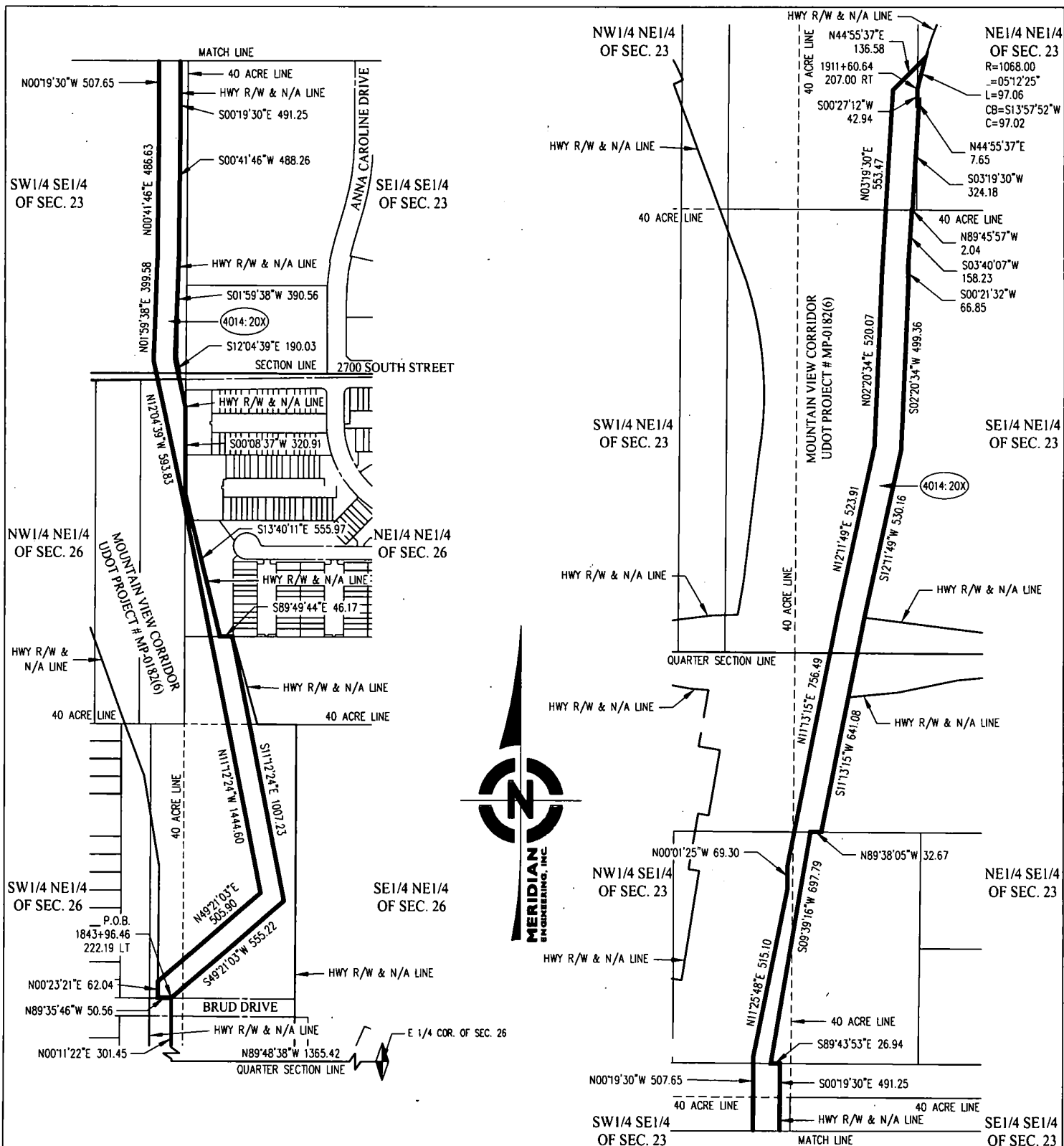
(See Project No. MP-0182(6) for Right of Way Plan Sheets)

A Vested Rights Agreement upon part of an entire tract of land in the NE1/4 NE1/4, NW1/4 NE1/4, SE1/4 NE1/4, SW1/4 NE1/4, Section 26, and the SW1/4 SE1/4, NW1/4 SE1/4, NE1/4 SE1/4, SE1/4 NE1/4, NE1/4 NE1/4, Section 23, T.1S., R.2W., S.L.B. & M., in Salt Lake County, Utah, incident to the construction of a highway known as Project No. MP-0182(6). The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the existing northerly right of way line of the Brud Drive, which point is 1,365.42 feet N.89°48'38"W. along the quarter section line and 301.45 feet N.00°11'22"E. from the East Quarter Corner of said Section 26, which point is also 222.19 feet radially distant westerly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1843+96.46; and running thence N.89°35'46"W. 50.56 feet along said existing northerly right of way line to the westerly right of way and no-access line of said highway; thence N.00°23'21"E. 62.04 feet along said westerly right of way and no-access line; thence N.49°21'03"E. 505.90 feet; thence N.11°12'24"W. 1444.60 feet; thence N.12°04'39"W. 593.83 feet; thence N.01°59'38"E. 399.58 feet; thence N.00°41'46"E. 486.63 feet; thence N.00°19'30"W. 507.65 feet; thence N.11°25'48"E. 515.10 feet; thence N.00°01'25"W. 69.30 feet; thence N.11°13'15"E. 756.49 feet; thence N.12°11'49"E. 523.91 feet; thence N.02°20'34"E. 520.07 feet; thence N.03°19'30"E. 553.47 feet; thence N.44°55'37"E. 136.58 feet to a point in a 1,068.00-foot radius non-tangent curve to the left (Note: Radius bears S.73°25'56"E.); thence southerly 97.06 feet along the arc of said curve through a delta of 05°12'25" (Note: Chord to said curve bears S.13°57'52"W. a distance of 97.02 feet) to a point 207.00 feet radially distant easterly from said control line opposite approximate engineer station 1911+60.64; thence S.00°27'12"W. 42.94 feet; thence N.44°55'37"E. 7.65 feet; thence S.03°19'30"W. 324.18 feet; thence N.89°45'57"W. 2.04 feet; S.03°40'07"W. 158.23 feet; thence S.00°21'32"W. 66.85 feet; thence S.02°20'34"W. 499.36 feet; thence S.12°11'49"W. 530.16 feet; thence S.11°13'15"W. 641.08 feet to the northerly boundary line of the property owned by Pacificorp, an Oregon Corporation; thence N.89°38'05"W. 32.67 feet along said northerly boundary line; thence S.09°39'16"W. 697.79 feet to the southerly boundary line of said property; thence S.89°43'53"E. 26.94 feet along said southerly boundary line; thence S.00°19'30"E. 491.25 feet; thence S.00°41'46"W. 488.26 feet; thence S.01°59'38"W. 390.56 feet; thence S.12°04'39"E. 190.03 feet to the westerly boundary line of the property owned by the Balmoral Homeowners Association; thence along the boundary of said Balmoral Homeowners Association Property the following three (3) courses: (1) S.00°08'37"W. 320.91 feet; thence (2) S.13°40'11"E. 555.97 feet; thence (3) S.89°49'44"E. 46.17 feet; thence S.11°12'24"E. 1,007.23 feet; thence S.49°21'03"W. 555.22 feet 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 part of an entire tract of land contains 492,119 square feet in area or 11.298 acres, more or less.

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Assessor Parcel No. 14-23-277-015, 14-26-276-025, 14-26-227-164, 14-26-227-073,  
14-26-201-004, 14-23-400-022, 14-23-451-002, 14-23-226-001, 14-23-226-002, 14-23-400-047,  
14-23-280-010, 14-23-276-004, 14-23-276-006



4014:20X AREA = 492,119 SF, 11.298 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: 03/28/2017

EXHIBIT C  
 PORTION SEC. 23 & 26,  
 T.1S., R.2W., SLB&M  
 SALT LAKE COUNTY, UTAH

BY: GKD CKD: TJB APP:



UDOT  
 TO  
 ROCKY MOUNTAIN POWER  
 VESTED RIGHTS