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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: STA, DEPUTY -- WI 5 P.

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

**VESTED RIGHTS
AGREEMENT**

Project No.: Pin 14413
UDOT Parcel No.: F-0172(32)7
0172:800

This Vested Rights Agreement (the "Agreement") is entered into this 17th day of October, 201_, 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 14413, Project No. F-0172(32)7. 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

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PacifiCorp, an Oregon corporation, d/b/a

Rocky Mountain Power

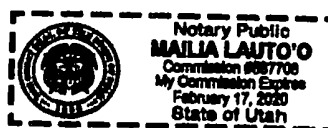
By: *Curtis Mansfield*

Its: *V.P. Operations*

STATE OF *Utah*)
 : ss
COUNTY OF *Salt Lake*

On the *17* day of *October*, 2019, personally appeared before me *Curtis Mansfield*, who being duly sworn did say that he/she is *VPT&D* 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 *PacifiCorp* duly acknowledged to me that said corporation executed the same.

[Handwritten Signature]
Notary Public



668708

By Charles A. Stewart
Its: ~~Director/Deputy~~ Director of Right of Way

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 1 day of November, 2019, personally appeared before me
Charles A. Stewart 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.

Krissey Platt
NOTARY PUBLIC

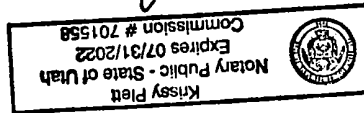


Exhibit "A"
(See Following Page)

Utility Rights to be quitclaimed to UDOT

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

A parcel of land in fee for the widening of the existing 5600 West Street (SR-172) known as Project No. F-0172(32)7, 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 intersection of the northerly boundary line of said entire tract and the existing westerly right of way line of 5600 West Street (SR-172), which intersection is 2,337.51 feet South along the section line and 40.57 feet S.80°24'31"W. (S.80°26'00"W. by record) from the Northeast Corner of said Section 11, said intersection is also 40.00 feet perpendicularly distant westerly from the 5600 West Street Right of Way Control Line opposite approximate engineer station 92+71.07, and running thence South 8.48 feet along said existing westerly right of way line; thence S.06°54'33"W. 47.95 feet; thence S.00°05'39"W. 37.12 feet to the southerly boundary line of said entire tract; thence S.61°33'31"W. (S.61°35'00"W. by record) 70.59 feet along said southerly boundary line to a point 107.90 feet perpendicularly distant westerly from said control line opposite engineer station 91+44.25; thence N.08°28'46"W. 113.76 feet to said northerly boundary line at a point 124.67 feet perpendicularly distant westerly from said control line opposite approximate engineer station 92+56.76; thence N.80°24'31"E. (N.80°26'00"E. by record) 85.87 feet along said northerly boundary 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 7,597 square feet in area or 0.174 acres, more or less.

(Note: Rotate all bearings in the above description 00°15'31" clockwise to obtain highway bearings.)

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