

14  
WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

WITH A COPY TO:  
Rocky Mountain Power  
1407 West North Temple Ste. 110  
Salt Lake City, Utah 84116

12693749  
01/08/2018 12:23 PM \$0.00  
Book - 10636 Pg - 6911-6924  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: DBA, DEPUTY - WI 14 P.

## VESTED RIGHTS AGREEMENT

PIN No. 12566  
Project No. S-0154(12)11  
Parcel No. 0154:374:X

This Vested Rights Agreement (the "Agreement") is entered into this 12 day of ~~DECEMBER~~ 2017 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. S-0154(12)11, Bangerter Highway Interchanges. 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 relinquish and releases all of its right, title and interest in and to its Utility Rights, by separate documents, 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 relinquished and released 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:

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Ent 12693749 BK 10636 PG 6911

1. Rocky Mountain Power hereby relinquish and release 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 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

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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 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.

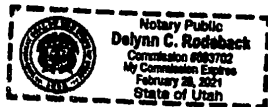
Continued on Page 4

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

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )  
PacificCorp, an Oregon Corporation,  
d/b/a Rocky Mountain Power  
By *Kim M. Garrett*

On this, the 12<sup>TH</sup> day of DECEMBER, 2017, personally appeared before me  
Kim M. Garrett, who, being by me duly sworn, says that he is  
the MANAGER, RIGHT OF WAY of PacificCorp, 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 Kim M. Garrett duly  
acknowledged to me that said corporation executed the same.

*Delynn C. Rodabach*  
Notary Public



Continued on Page 5

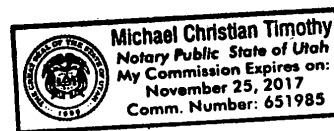
BK 10636 PG 6914

STATE OF UTAH                                 )     UTAH DEPARTMENT OF TRANSPORTATION  
  ) ss.  
COUNTY OF SALT LAKE                    )

By   
Director of Right of Way

On the date first above written personally appeared before me,  
Lyle D. McMillan, who, being by me duly sworn, did say that he is the  
Director of Right of Way, and he further acknowledged to me that said instrument was  
signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

  
Notary Public



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**Exhibit "A"**

**Utility Rights to be relinquished and released**

**374:RE**

Along a survey line described as follows:

Beginning at a new steel pole in an existing power line on the then Grantor's land at a point 33 feet north and 2095 feet west, more or less, from the east one quarter corner of Section 5, T. 3 S., R. 1 W., S. L. M. , thence N. 84°30' W. 216 feet, thence S.89°56'W. 278 feet, more or less, to the west boundary line of said land and being in the SW1/4 of the NE1/4 of said Section 5.

The above described easement to be Relinquished contains an area that cannot be calculated.

**374:2RE**

A right of way 10 feet in width being 5 feet on each side of the following described survey line:

Beginning at a new pole on the Grantor's land at a point 50 feet north and 2485 feet east, more or less, from the west one quarter corner of Section 5, T.3 S., R.1 W., S. L. M., thence UNDERGROUND S.89°56'W. 111 feet, thence S.0°04'E. 15 feet, more or less, to the south boundary line of said land and being in the SE 1/4 of the NW 1/4 of said Section 5.

The above described easement to be Relinquished contains 1,260 square feet in area or 0.029 acre.

**374:3RE**

Along a survey line described as follows:

Beginning on the east boundary line of the then Grantor's land at a point 50.5 feet north and 2490 feet east, more or less, from the west one quarter corner of Section 5, T.3 S., R.1 W., S.L.M., thence S.89°56'W. 180 feet, more or less, to the west boundary line of said land and being in the SE1/4 of the NW1/4 of said Section 5.

Continued on Page 7

The above described easement to be Relinquished contains an area that cannot be calculated.

**374:4RE**

A right of way over the south 38 feet of the then Grantor's land, being 38 feet north of and adjacent to the following described south boundary line of the Grantor's land:

Beginning at the southeast corner of the then Grantor's land at a point 107 feet north and 2490 feet east, more or less, from the west one quarter corner of Section 5, T. 3S., R. 1W., S.L.M., thence West 180 feet, more or less, along the south boundary line to the southwest corner of said land, said south boundary line also being the north right of way line of 9000 South Street, and being in the SE1/4 of the NW1/4 of said Section 5.

The above described easement to be Relinquished contains 6,220 square feet in area or 0.143 acre.

**374:5RE**

Along a survey line described as follows:

Beginning at the east boundary fence of the then Grantors' land at a point 50.5 feet north and 2324 feet east, more or less, from the west one quarter corner of Section 5, T.3 S., R.1 W., S.L.M., thence S.89°56'W. 133 feet, to the west boundary fence of said land and being in the SE1/4 of the NW1/4 of said Section 5.

The above described easement to be Relinquished contains an area that cannot be calculated.

**374:6RE**

One Pole located on the then Grantor's land at a point 34 feet south and 1845 feet east, more or less. From the west one quarter corner of Section 5, T. 3 S., R. 1 W., S. L. M. and being in the NE1/4 of the SW1/4 of said Section 5.

The above described easement to be Relinquished contains an area that cannot be calculated.

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**Exhibit "B"**

**Legal Description of Vested Rights Area**

A Vested Rights Agreement upon two parts of an entire tract of land in the SE1/4 NW1/4 and the SW1/4 NE1/4 of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, incident to the construction of a highway known as Project No. S-0154(12)11. The boundaries of said parts of an entire tract of land are described as follows:

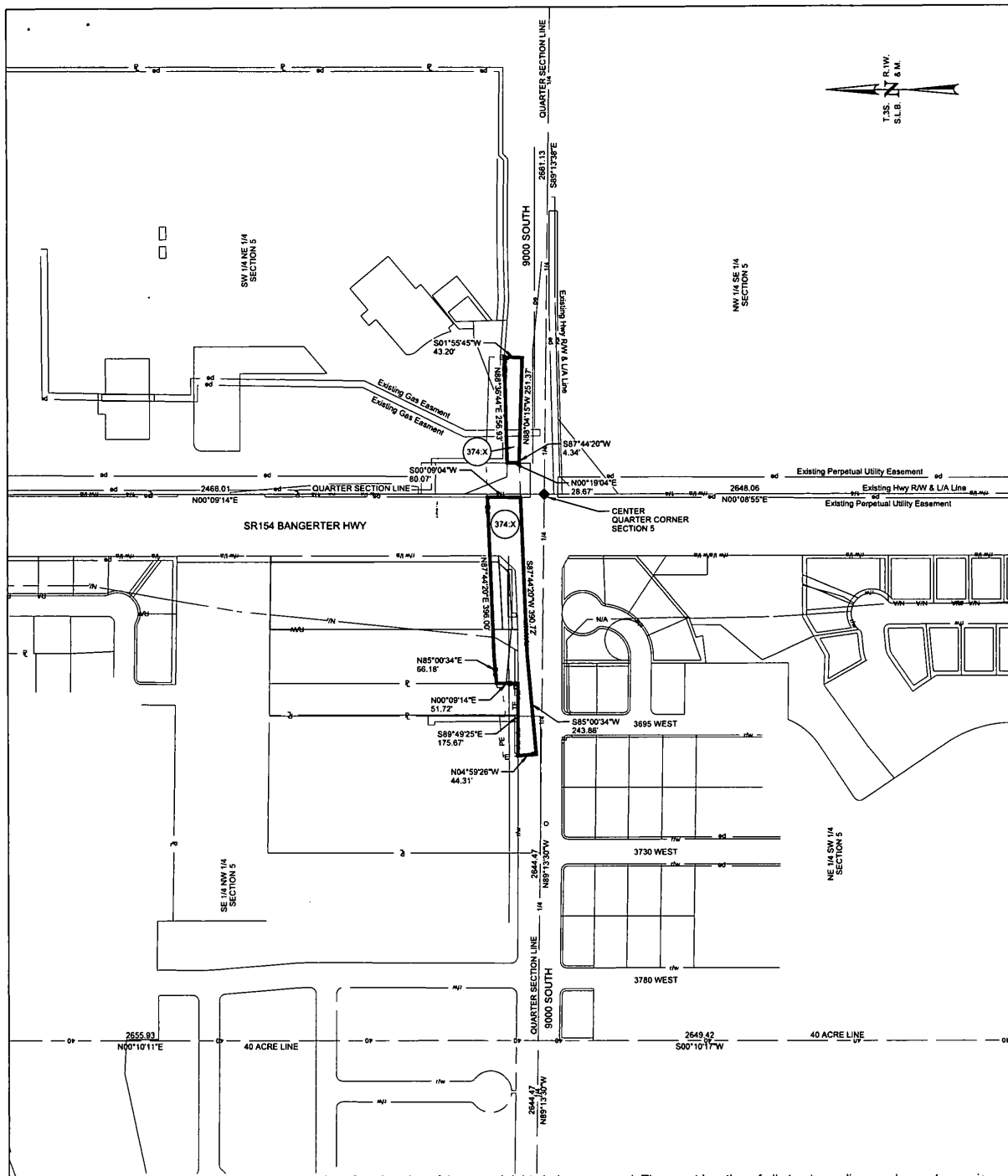
Beginning at a point 57.24 feet N.00°09'04"E. along the quarter section line from the Southeast corner of the Northwest quarter of said Section 5 and running thence S.87°44'20"W. 390.72 feet; thence S.85°00'34"W. 243.86 feet; thence N.04°59'26"W. 44.31 feet; thence S.89°49'25"E. 175.67 feet; thence N.00°09'14"E. 51.72 feet; thence N.85°00'34"E. 66.18 feet; thence N.87°44'20"E. 396.00 feet; thence S.00°09'04"W. 80.07 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 parts of an entire tract contains 43,307 square feet in area or 0.994 acre.

ALSO:

Beginning at a point 75.18 feet S.89°13'38"E. along the quarter section line and North 61.22 feet from the Southwest corner of the Northeast quarter of said Section 5, and running thence N.00°19'04"E. 28.67 feet; thence N.88°36'44"E. 256.93 feet; thence S.01°55'45"W. 43.20 feet; thence N.88°04'15"W. 251.37 feet; thence S.87°44'20"W. 4.34 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 contains 9,165 square feet in area or 0.210 acre.

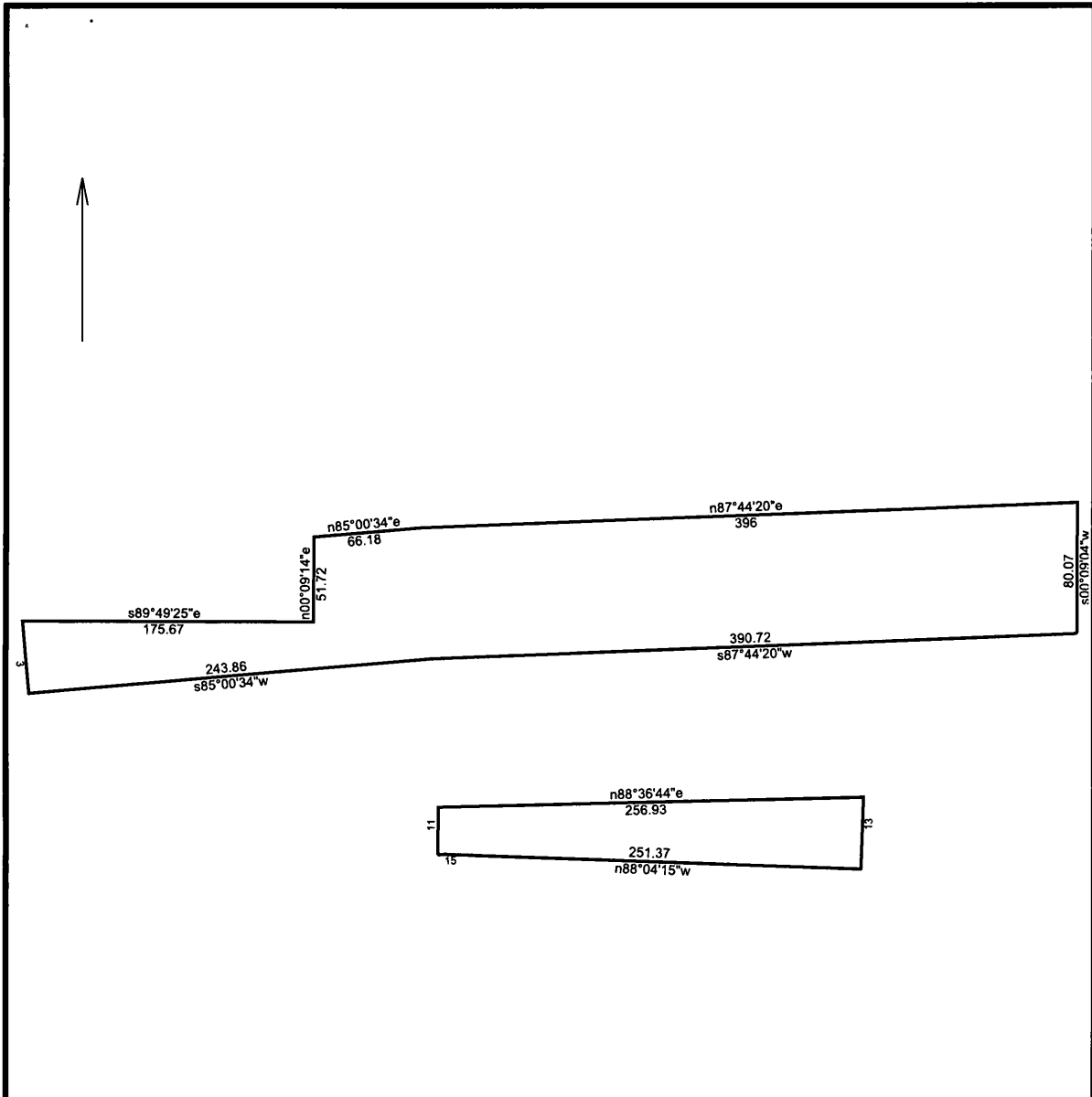
The above combined parts of an entire tract contain 1.204 acres or 52,472 square feet in area.





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: 8/29/17	EXHIBIT C PORTION SEC. 5, T.3S., R.1W., SLB&M SALT LAKE COUNTY, UTAH	BY: AMB	CKD: CSB	APP:
374:X			UDOT TO ROCKY MOUNTAIN POWER VESTED RIGHTS		



12566\_S-0154(12)11\_03S\_374\_X\_DPL

8/18/2017

Scale: 1 inch= 82 feet

File: 12566\_S-0154(12)11\_03S\_374\_X\_DPL.ndp

Tract 1: 0.9942 Acres (43307 Sq. Feet), Closure: s75.5225w 0.01 ft. (1/119285), Perimeter=1449 ft.

Tract 2: 0.2104 Acres (9165 Sq. Feet), Closure: s32.3305e 0.01 ft. (1/65767), Perimeter=585 ft.

01 s87.4420w 390.72

02 s85.0034w 243.86

03 n04.5926w 44.31

04 s89.4925e 175.67

05 n00.0914e 51.72

06 n85.0034e 66.18

07 n87.4420e 396

08 s00.0904w 80.07

09 @0

10 e-386.08 n-134.10

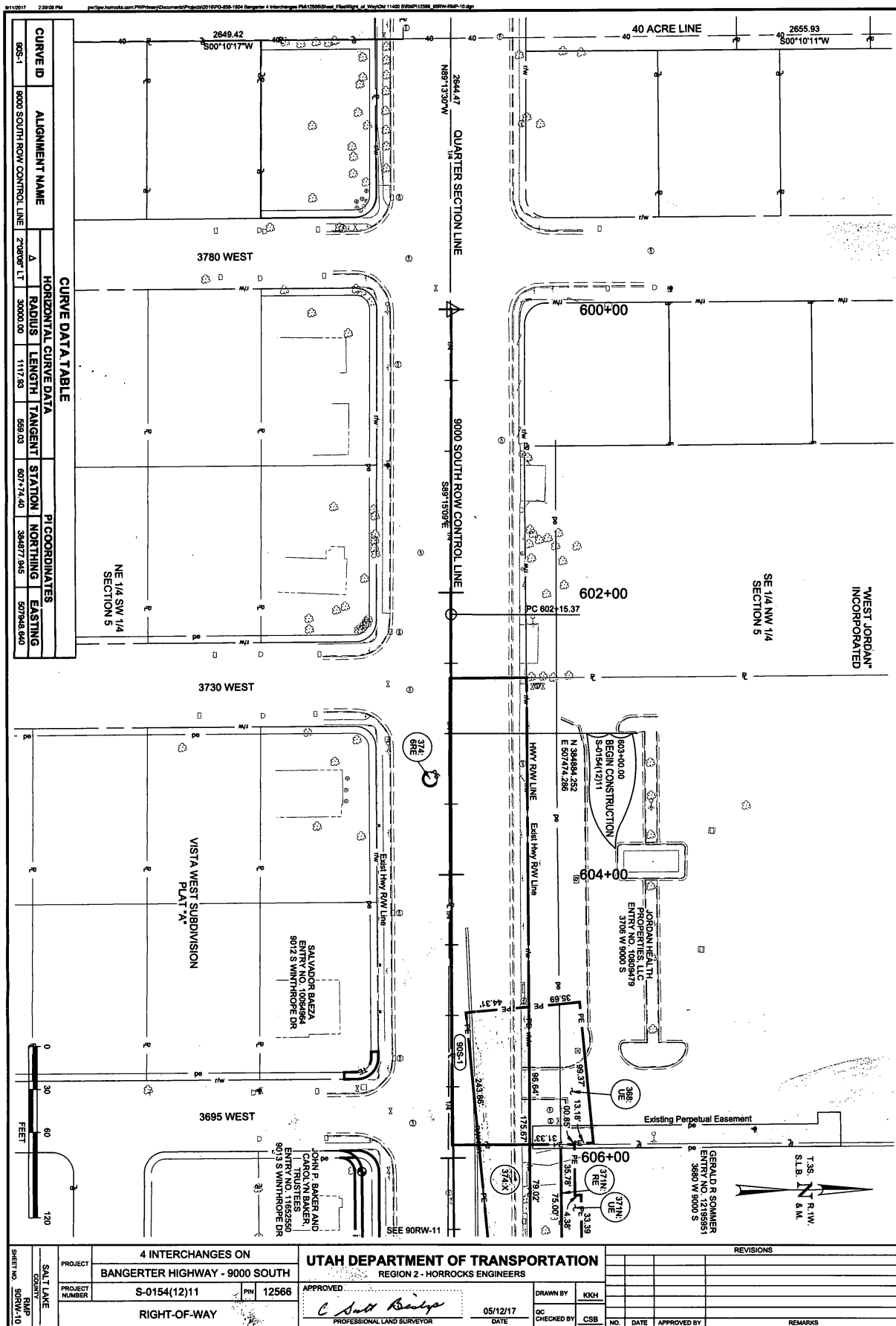
11 n00.1904e 28.67

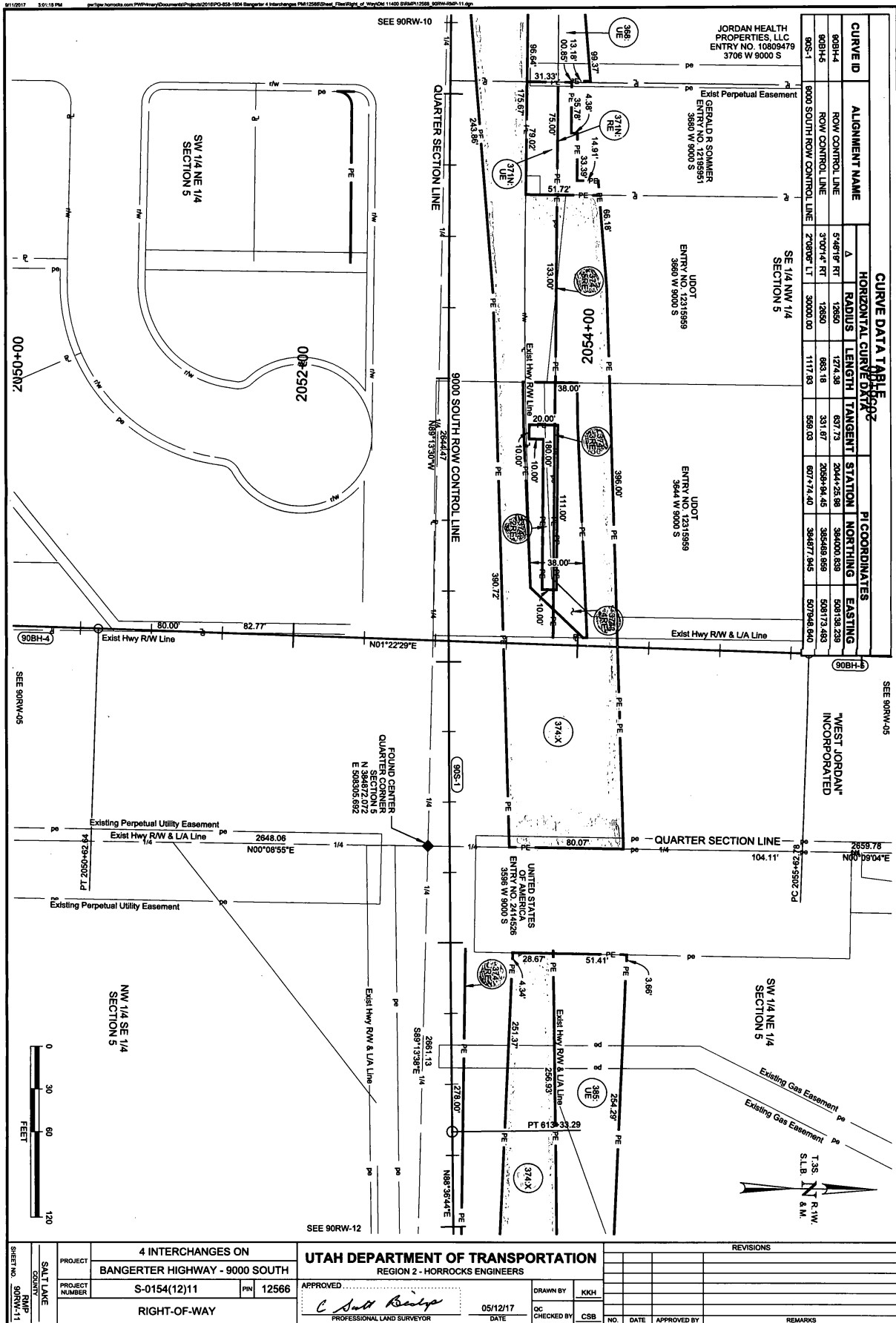
12 n88.3644e 256.93

13 s01.5545w 43.2

14 n88.0415w 251.37

15 s87.4420w 4.34





CURVE DATA TABLE					PI COORDINATES		
CURVE ID	ALIGNMENT NAME	HORIZONTAL CURVE DATA	STATION	NORTHING	EASTING		
90B-4	ROW CONTROL LINE	5146'19" RT 12550	1721.43	627.73	2044+25.00	384020.038	608139.238
90B-5	ROW CONTROL LINE	3707'14" RT 12550	682.18	331.87	2058+84.45	385468.559	508173.483
90B-1	ROW CONTROL LINE	2708'05" LT 30000.00	1117.83	659.03	607+74.40	384877.845	507948.840

PROJECT <b>4 INTERCHANGES ON BANGERTER HIGHWAY - 9000 SOUTH</b>		PROJECT NUMBER <b>S-0154(12)11</b>		PIN <b>12566</b>		RIGHT-OF-WAY	
UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - HORROCKS ENGINEERS				APPROVED <i>C. Smith</i> PROFESSIONAL LAND SURVEYOR			
DATE <b>05/12/17</b>				DRAWN BY <b>KCH</b>			
QC CHECKED BY <b>CSB</b>				NO. DATE APPROVED BY REMARKS			

