



SOUTH JORDAN

# Contract Review and Approval

**Contract Title/Description:** Road Dedication Agreement with Rocky Mountain Power

Contractor/Vendor: NA  
 Contract Begin Date: 09/25/2023  
 Contract End Date: NA  
 Account Number: NA  
 Contract Price: \$328,978.00

**Approved as to:**

Content: *Chris Clinger*  
[Chris Clinger \(Sep 27, 2023 15:22 MDT\)](#)

Owner / Project Manager  
 Bid Summary Included: Yes  N/A  Emergency exception Document attached

Payment remittance required Yes  N/A

Department Director: *Brad Klavano*  
[Brad Klavano \(Sep 27, 2023 16:23 MDT\)](#)  
 Name

Form: *Gregory Simonsen*  
[Gregory Simonsen \(Sep 27, 2023 16:41 MDT\)](#)  
 Attorney for the City

Budget: *Sunil Naidu*  
[Sunil Naidu \(Sep 27, 2023 16:51 MDT\)](#)  
 Finance Officer

Office of CM: *Don Tingey*  
[Don Tingey \(Sep 28, 2023 14:29 MDT\)](#)  
 Strategic Services Director

Assistant City Manager: *Jason Rasmussen*  
 ACM

**Original Received:**

City Recorder: *Anna Craddock*  
 City Recorder

Contract Number: 2023-0205

Retention: GRS-1789 PERMANENT RETENTION

## ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (“*Agreement*”) is entered into by and between the City of South Jordan (“*City*”) and PacifiCorp d/b/a Rocky Mountain Power (“*RMP*”). This Agreement shall be binding and effective as of the date all Parties affix their respective signatures below (“*Effective Date*”). City and RMP are sometimes referred to herein collectively as “*Parties*,” or individually as, a “*Party*.”

WHEREAS, RMP is the sole owner in fee simple of a certain parcel of real property located at approximately 7028 West 11800 South in the City of South Jordan, Utah, and more particularly described within Salt Lake County Parcel #26-22-300-007, approximately 4.184 acres (the “*Property*”);

WHEREAS, RMP desires to construct a substation (the “*Substation*”) on the Property and seeks approvals from the City for the Substation as described in more detail in Exhibit A.

WHEREAS, RMP is willing to dedicate a portion of the Property more particularly described on Exhibit B (the “*Dedicated Parcel*”) to the City and pay for certain improvements required for the road and right of way located on the Dedicated Parcel. These improvements are shown on the approved plans for the road and right of way on Exhibit C.;

WHEREAS, the City will install a new water line to the east of the Dedicated Parcel that will connect and extend onto the Dedicated Parcel. The City has agreed that this waterline will be located southeast of RMP’s existing transmission tower and will not be located any closer than where it is shown on Exhibit D.;

WHEREAS, the City has requested that RMP pay the City for improvements on the Dedicated Parcel instead of installing them because those improvements would be damaged when the City installs its waterline;

WHEREAS, the City has agreed to be solely responsible for all improvements as designed and shown on Exhibit C and located on the Dedicated Parcel;

WHEREAS, the City desires to construct a public road right of way on the Dedicated Parcel; and

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) Incorporation of Recitals and Exhibits. Each of the recitals set forth above, is hereby incorporated into this Agreement by this reference, and is made a part of this Agreement. Likewise, any exhibit referenced herein, or attached hereto, is made a part hereof.

2) Terms of Dedication and Construction.

- a) Within seven (7) days of the Effective Date, RMP shall dedicate to the City the road right of way described as the Dedicated Parcel as more particularly depicted in Exhibit B hereto. RMP shall also pay the City \$ 328,978.00 to fulfill RMP's obligation to pay for the cost of improvements on the Dedicated Parcel and shown on Exhibit C.
- b) Upon the dedication and payment referenced in Section 2.a., the City will be solely responsible for all improvements on the Dedicated Parcel and RMP shall have no further obligations related to the Dedicated Parcel.

3) Representations and Warranties.

- a) The City represents and warrants that: (a) the signatory on behalf of the City has the authority to bind the City to this Agreement; and (b) the City has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.
- b) RMP represents that: (x) the signatory on behalf of RMP has the authority to bind RMP to this Agreement; and (y) RMP has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement

4) Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs incurred in connection with the execution and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover reasonable attorney's fees, legal costs, and other collection fees and costs incurred by said prevailing Party in connection with the suit, both before and after judgment, in addition to any other relief to which such Party may be entitled.

5) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective and properly allowed heirs, legatees, representatives, successors, transferees and assigns.

6) Further Assurances. The City and RMP mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

7) Assignment. No Party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement without the prior written consent of the non-assigning Party, which consent shall not unreasonably be withheld. Any purported assignment or delegation in violation of this Section 8 shall be null and will be considered a breach of this Agreement.

8) Force Majeure. No Party will be liable for any failure or delay in performing an obligation under this Agreement that is due solely to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials.

9) Amendments and Waivers. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each Party hereto. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

- 10) Drafting and Voluntary Execution. The drafting and negotiation of this Agreement have been participated in by each Party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such Party. The Parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the Parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and that they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The Parties hereto further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own affiliates and agents, as well as any other of their own representatives or consultants, as to the extent and effect of the terms and conditions contained herein without any reliance upon any statement or representation of any other Party or any officer, director, employee, agent, servant, adjustor, or attorney on acting on behalf of any other Party. Moreover, the headings in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained herein.
- 11) Duplicate Originals. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.
- 12) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules. Each Party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each Party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts. Each Party hereby waives, and agrees not to assert by way of motion, as a defense, counterclaim, or otherwise, in any action associated with this Agreement that: (a) any claim that it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to properly serve process; (b) it or its property is exempt or immune from jurisdiction of the aforementioned courts, or from any legal action commenced in said courts (whether before or after judgment); and (c) to the fullest extent allowed by law, that: (i) the action in any such court is brought in an inconvenient forum; (ii) the venue of any such action is improper; or (iii) this Agreement, or the subject matter hereof, may not be heard by said courts. 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.
- 13) Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, then, subject to the immediately following sentence, the remaining provisions of this Agreement shall nevertheless be construed, performed, and enforced as if the invalidated or

unenforceable provision had not been included in the text of the Agreement. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith (i) to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible, or (ii) develop a structure the economic effect of which is as nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.

- 14) Third-Party Beneficiaries. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named Parties hereto may enforce the terms and conditions of this Agreement.
- 15) Indemnification. The Parties shall indemnify, defend, and hold harmless the each other from and against any and all claims, liabilities, damages, and losses, including without limitation reasonable attorneys' fees and litigation expenses, including court courts and expert witness fees (collectively, "**Claims**"), due to any liability resulting in any way from that Party's performance of this Agreement.
- 16) Relationship. The Parties hereto acknowledge that the relationship among the Parties is not that of a partnership or joint venture, and that no Party shall be deemed or construed for any purpose to be the agent of any other.
- 17) Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.
- 18) Notice. All notices, requests, consents, waivers, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery; (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; (c) if sent via facsimile or email, upon confirmation of transfer or delivery, as applicable, or (d) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed as follows:

If to the City:

The City of South Jordan  
1600 W Towne Center Drive  
South Jordan, UT 84095  
Attn: Brad Klavano  
Email: BKlavano@sjc.utah.gov

If to RMP:

Rocky Mountain Power  
1407 West North Temple  
Salt Lake City, Utah 84116  
Attn: Property Management, Transactions  
Email: RMPTransactions@PacifiCorp.com

Or at such other address or addresses as the Party addressed may from time to time designate in writing pursuant to notice given in accordance with this Section.

WHEREFORE, the Parties voluntarily enter into this Agreement, as evidenced by affixing their respective signatures below.

**SIGNATURES**

City:

**THE CITY OF SOUTH JORDAN**

By:   
Dustin Lewis (Oct 2, 2023 09:37 MDT)

Name: **Dustin Lewis**

Its: **City Manager**

Date: **Oct 2, 2023**

RMP:

**PACIFICORP D/B/A ROCKY MOUNTAIN POWER**

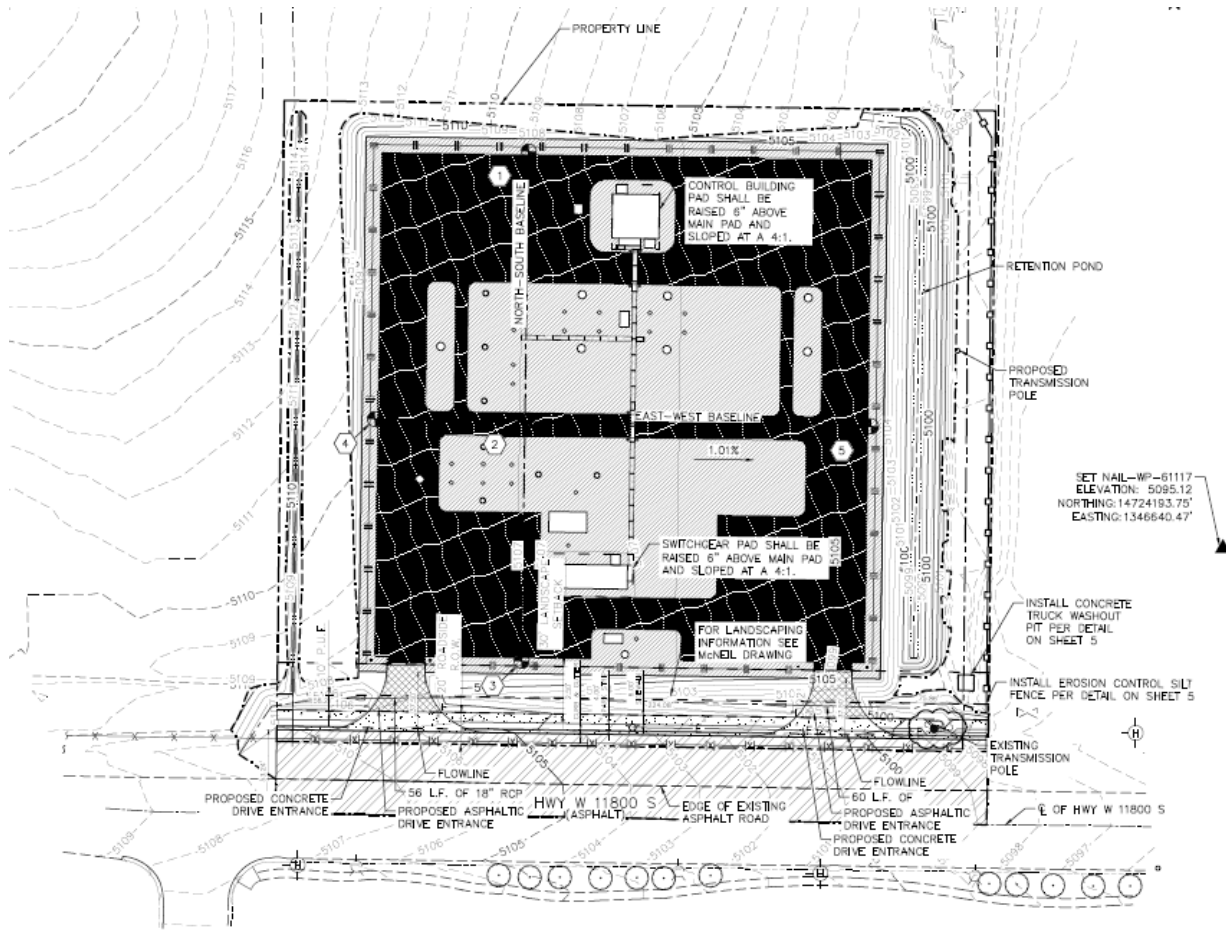
By: 

Name: **Chris Spencer**

Its: **Managing Director, T&D Operations**

Date: **9/25/2023**

**Exhibit A**  
 (Design for Substation on the Property as of August 7, 2023)



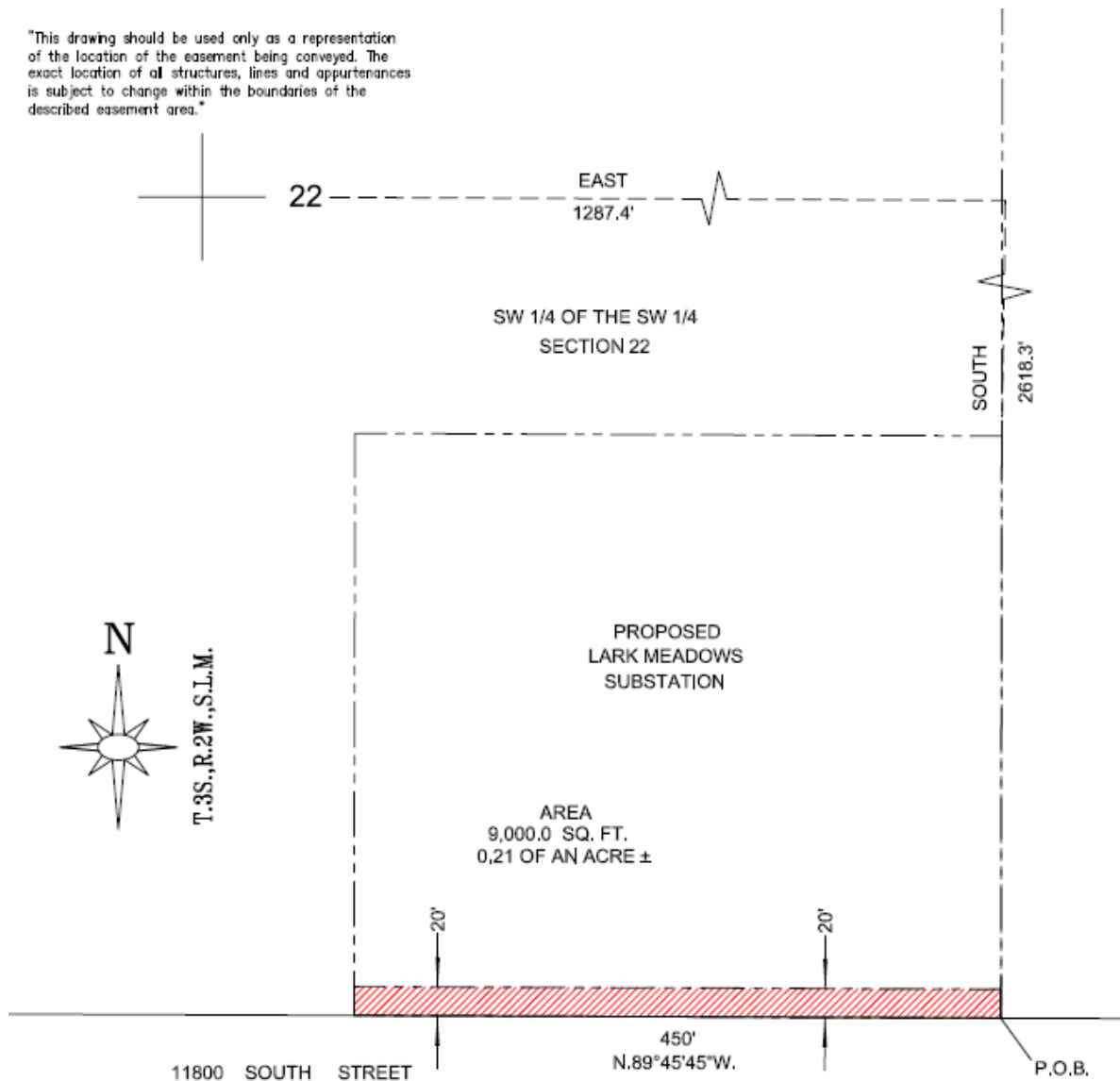
**Exhibit B**

(Dedicated Parcel Description)

Dedication Right of Way Area

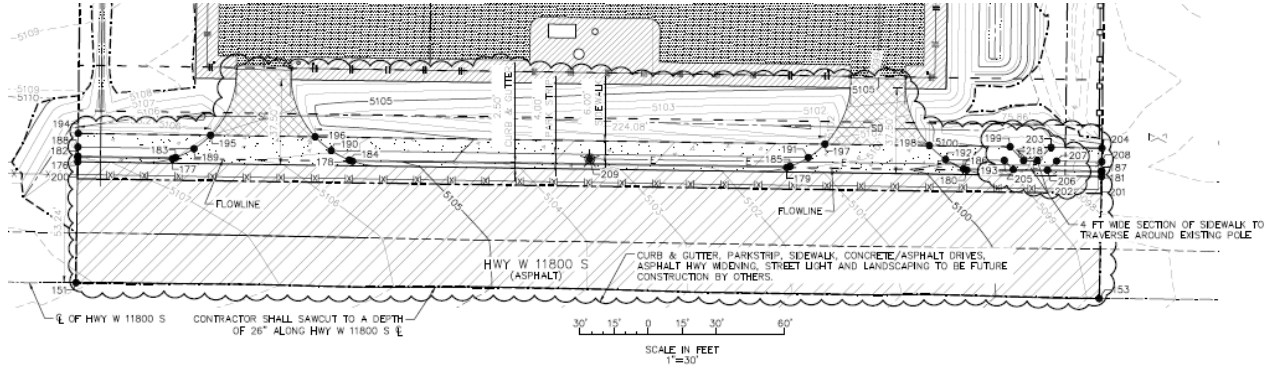
A right of way over the south twenty (20) feet of the Grantor's land being twenty (20) north of and adjacent to the following described south boundary line of said Grantor's land:

Beginning at the southeast corner of the Grantor's land at a point 1287.4 feet east and 2618.3 feet south, more or less from the west one quarter corner of Section 22, T. 3 S., R. 2 W., S.L.M.; thence N.89°45'45"W. 450 feet, more or less, along the south boundary line to the southwest corner of said Grantor's land, being in the SW ¼ of the SW ¼ of said Section 22; containing 9,000.0 sq. ft., or 0.21 of an acre, more or less.

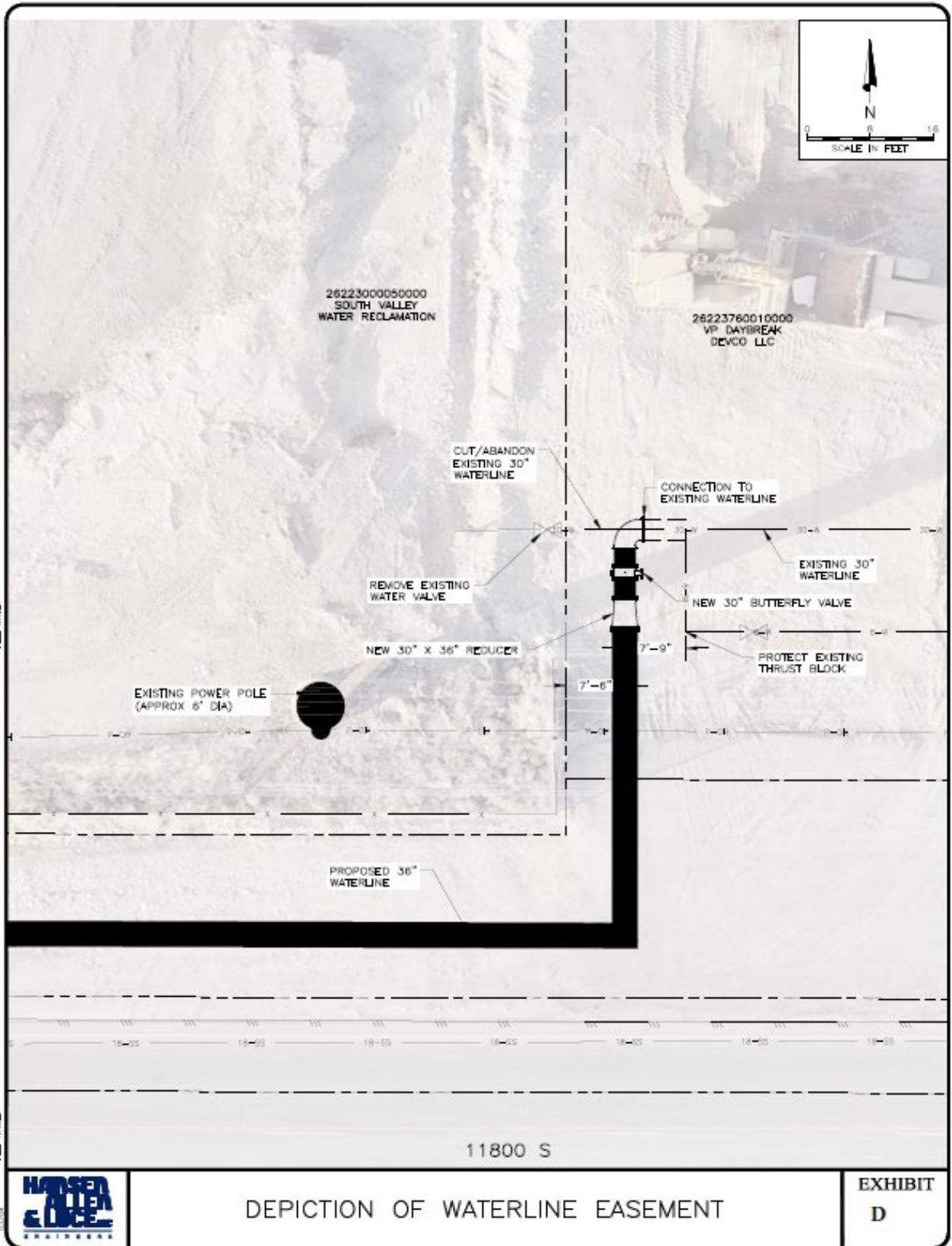




**Exhibit C**  
(Roadway and Right of Way Design as of August 7, 2023, Approved by City )



**Exhibit D**  
(Preliminary plan for City's waterline)













# Road Dedication Agreement with Rocky Mountain Power

Final Audit Report

2023-10-02

Created:	2023-09-27
By:	Becky Messer (rmesser@sjc.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVSR_3qPI4A4ZGAdec6ac8_JoN29Q3QmY

## "Road Dedication Agreement with Rocky Mountain Power" History

-  Document created by Becky Messer (rmesser@sjc.utah.gov)  
2023-09-27 - 8:41:34 PM GMT- IP address: 63.226.77.126
-  Document emailed to cclinger@sjc.utah.gov for signature  
2023-09-27 - 8:44:34 PM GMT
-  Email viewed by cclinger@sjc.utah.gov  
2023-09-27 - 9:22:26 PM GMT- IP address: 63.226.77.126
-  Signer cclinger@sjc.utah.gov entered name at signing as Chris Clinger  
2023-09-27 - 9:22:57 PM GMT- IP address: 63.226.77.126
-  Document e-signed by Chris Clinger (cclinger@sjc.utah.gov)  
Signature Date: 2023-09-27 - 9:22:59 PM GMT - Time Source: server- IP address: 63.226.77.126
-  Document emailed to bklavano@sjc.utah.gov for signature  
2023-09-27 - 9:23:00 PM GMT
-  Email viewed by bklavano@sjc.utah.gov  
2023-09-27 - 10:22:41 PM GMT- IP address: 146.75.175.1
-  Signer bklavano@sjc.utah.gov entered name at signing as Brad Klavano  
2023-09-27 - 10:23:18 PM GMT- IP address: 174.204.2.12
-  Document e-signed by Brad Klavano (bklavano@sjc.utah.gov)  
Signature Date: 2023-09-27 - 10:23:20 PM GMT - Time Source: server- IP address: 174.204.2.12
-  Document emailed to gsimonsen@sjc.utah.gov for signature  
2023-09-27 - 10:23:22 PM GMT

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2023-09-27 - 10:40:31 PM GMT- IP address: 63.226.77.126

 Signer gsimonsen@sjc.utah.gov entered name at signing as Gregory Simonsen

2023-09-27 - 10:41:04 PM GMT- IP address: 63.226.77.126

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Signature Date: 2023-09-27 - 10:41:06 PM GMT - Time Source: server- IP address: 63.226.77.126

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2023-09-27 - 10:41:08 PM GMT

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2023-09-27 - 10:48:38 PM GMT- IP address: 63.226.77.126

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Signature Date: 2023-09-27 - 10:51:19 PM GMT - Time Source: server- IP address: 63.226.77.126

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2023-09-27 - 10:51:21 PM GMT

 Email viewed by dtingey@sjc.utah.gov

2023-09-27 - 10:59:26 PM GMT- IP address: 104.28.48.213

 Signer dtingey@sjc.utah.gov entered name at signing as Don Tingey

2023-09-28 - 8:29:35 PM GMT- IP address: 63.226.77.126

 Document e-signed by Don Tingey (dtingey@sjc.utah.gov)

Signature Date: 2023-09-28 - 8:29:37 PM GMT - Time Source: server- IP address: 63.226.77.126

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2023-09-28 - 8:29:39 PM GMT

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 Document e-signed by Jason Rasmussen (jrasmussen@sjc.utah.gov)


Signature Date: 2023-09-28 - 10:14:26 PM GMT - Time Source: server- IP address: 63.226.77.126

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 Document e-signed by Dustin Lewis (dlewis@sjc.utah.gov)

Signature Date: 2023-10-02 - 3:37:11 PM GMT - Time Source: server- IP address: 63.226.77.126




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 Document e-signed by Anna Crookston (acrookston@sjc.utah.gov)

Signature Date: 2023-10-02 - 6:52:38 PM GMT - Time Source: server- IP address: 63.226.77.126

 Agreement completed.

2023-10-02 - 6:52:38 PM GMT