

PARCEL ID NO:

TEMPORARY ACCESS LICENSE
Box Elder County

For Ten Dollars (\$10.00) and other valuable consideration, PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, the owner(s) of the above identified parcel or the designated representative thereof ("Grantor"), hereby grants to Tremonton City ("Grantee"), its designated contractors and agents a temporary access license across and upon the following described real property (the "Property") owned by Grantor located in Box Elder County, State of Utah, to-wit:

A non-exclusive temporary access license shown being part of an entire tract situate in Section 4, Township 11 North, Range 3 West, Salt Lake Base and Meridian, U.S. Survey. The boundaries of said license are described as follows:

Lot 2 Easement Description

PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT ON THE LOT LINE BETWEEN LOTS 2 AND 3 (AMEND AND EXTEND BEAR RIVER HEALTH DEPARTMENT SBD.), SAID POINT BEING LOCATED S88°44'32"W 3967.40 FEET ALONG THE SECTION LINE, N01°15'28"W 65.00 FEET (PERPENDICULARLY DISTANT FROM THE SECTION LINE), N88°44'32"E 51.50 FEET, N00°49'33"W 265.77 FEET, N88°47'40"E 14.50 FEET, N00°49'33"W 440.13 FEET, AND N89°10'27"E 154.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 4 AND RUNNING THENCE N00°49'33"W 11.45 FEET; THENCE N89°10'27"E 363.13; THENCE S00°35'32"W 11.45 FEET; THENCE S89°10'27"W 362.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES

This temporary access license is granted to Grantee subject to the following conditions:

1. Grantee shall not make or allow to be made any use of the Property that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this temporary access license, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. Grantee shall not use or permit to be used on the Property, construction cranes or other equipment that violate NESC, OSHA or Utah High Voltage Act clearance standards. Grantee shall not store materials within the Property. Grantee shall not excavate within 50 feet of Grantor's

transmission structures. The storage of hazardous materials or refueling of vehicle/equipment is prohibited within the Property. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that pose a risk to human safety within the Property. Grantee's use of the Property area shall comply with NESC, OSHA and Utah High Voltage Act Safety clearance standards.

3. Release and Indemnification.

(a) Grantee shall use the Property at its own risk and agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") for, from, and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part) (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Property, (iii) any act or occurrence on the Property, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Property shall be maintained and used at the risk of Grantee and the indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

4. ~~Grantee and its designated contractors and agents shall ensure the current grade of the Property is unchanged.~~ *Amplified*

5. This temporary access license shall expire upon completion of the construction of the storm drainage pond, or six months after the date of execution of this instrument, whichever occurs first.

6. This temporary access easement shall be binding upon the grantor, their heirs, successors, or assigns, for the duration of the temporary access license as noted above.

7. 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.

Dated this 27th day of October, 2014

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

By: Rewale
Its: PRESIDENT

Dated this 4th day of November, 2014

Grantee: Tremonton City

By: Kay T. Hall
Its: Mayor