

February 13, 2017

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-3398

Attn: Filing Center

RE: UPN ___ PacifiCorp Notice of Property Disposition—Agreements with Lindon City, Utah for Lindon City Heritage Trail

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) hereby provides notice of the disposition of property necessary or useful in the provision of utility service (Notice).

PacifiCorp entered into Agreements (defined below) with Lindon City, Utah (Lindon City) in December 2016, pursuant to which PacifiCorp granted easements to Lindon City that will enable Lindon City to construct and maintain a portion of the Heritage Trail on PacifiCorp's property associated with its Lake Side Plant in Vineyard, Utah (Property).

Lindon City and the towns near Utah Lake have made plans for the Heritage Trail (Trail), a recreational trail intended for public use, to be constructed around Utah Lake. A portion of the Trail for which Lindon City is responsible falls on the Property, therefore, PacifiCorp must grant easements to Lindon City allowing it to access the Property for construction and maintenance of the Trail. Additionally, the Property is subject to a U.S. Army Corps of Engineers Permit (PacifiCorp Permit), pursuant to which PacifiCorp is responsible for a mitigation plan providing for the creation, enhancement and preservation of certain wetlands and uplands on the Property. As a condition to PacifiCorp granting the requisite easements required for Lindon City to move forward with the plans for the Trail, Lindon City was required to obtain a permit from the U.S. Army Corps of Engineers allowing Lindon City to construct the Trail through the Property, including a portion of the area required to be preserved under the PacifiCorp mitigation plan (Lindon City Permit). Once the Lindon City Permit was approved, PacifiCorp and Lindon City entered into an Easement Acquisition and Construction Agreement (Acquisition and Construction Agreement), which governs the rights and obligations of the two parties in relation to the mitigation plans relevant to the Property, the construction of the Trail, and the on-going use of the Trail. The parties also entered into a Non-Exclusive Temporary Construction Easement (Temporary Easement), which governs Lindon City's use of the property during the construction of the Trail, and a Perpetual Non-Exclusive Easement (Perpetual Easement and collectively with the Acquisition and Construction Agreement and the Temporary Easement, the Agreements), which governs use of the property once the Trail is complete. The parties signed each of the Agreements on December 21, 2016.

The portion of the PacifiCorp Property that is subject to the easements described in the Agreements is approximately 1.57 acres. The value of the easements described in the Agreements is estimated to be \$43,109.64 on a total system basis. Upon satisfaction of various terms of the Acquisition and Construction Agreement, PacifiCorp is providing the right of way access for the Trail to Vineyard and Lindon City at no cost, in accordance with the Right of Way Donation (ROW Donation) executed on December 15, 2016.

Allowing the construction and on-going use of the Trail will benefit Lindon City and the surrounding communities. The Agreements contain standard terms and conditions that protect PacifiCorp and its customers' interests. Additionally, requiring that Lindon City obtain the Lindon City Permit and approval from the U.S. Army Corps of Engineers protects PacifiCorp's compliance with its ongoing obligation related to the mitigation plans for the Property. Lindon City's use of the Property will not interfere with PacifiCorp's current or future use of the property and/or maintenance of its existing or future facilities. A copy of the Acquisition and Construction Agreement is included with this Notice as Attachment A. A copy of the Temporary Easement is included with this Notice as Attachment B. A copy of the Perpetual Easement is included with this Notice as Attachment C. A copy of the ROW Donation is included with this Notice as Attachment D.

Lindon City's use of the Property will not interfere with PacifiCorp's ability to operate its facilities or impede access to the Company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct informal questions with respect to this filing to Natasha Siores at (503) 813-6583.

Sincerely,



R. Bryce Dalley
Vice President, Regulation

ATTACHMENT A

EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT

EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT

This EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT ("Agreement") is entered into this 21st day of December, 2016, between PACIFICORP, an Oregon corporation ("Grantor"), and LINDON CITY, a Utah municipal corporation ("Grantee.") Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Grantee desires to obtain from Grantor a perpetual easement (the "Easement") and a temporary construction easement (the "Temporary Easement") (collectively the "Easements") to construct, operate, and maintain a public non-motorized multi-use trail (the "Trail") across a portion of Grantor's property located in Utah County, Utah known as Assessor Parcel Numbers 45:394:0003 and 45:400:0002, more particularly described in Exhibit "A" (the Property), and

B. WHEREAS the Property is the subject of U.S. Army Corps of Engineers ("Corps") Permit #SPK-2008-00133 issued under 33 U.S.C. § 1344 (the "PacifiCorp Permit"); and

C. WHEREAS pursuant to the terms of the PacifiCorp Permit, the Property is subject to a Final Mitigation Plan dated January 2009 and February 2014 (the "PacifiCorp Mitigation Plan") providing for the creation, enhancement and preservation of certain wetlands and uplands on the Property as mitigation for the impacts of the construction of Grantor's power plant facilities on the Property; and

D. WHEREAS copies of the PacifiCorp Permit and the PacifiCorp Mitigation Plan (collectively the "PacifiCorp Permit Documents") are attached hereto as Exhibit "B"; and

E. WHEREAS as required in the PacifiCorp Permit Documents, Grantee has applied to the Corps for a permit under 33 U.S.C. § 1344 (hereinafter the "Grantee Permit") allowing Grantee to construct the Trail through the Property, including a portion of the area required to be preserved under the PacifiCorp Mitigation Plan;

F. WHEREAS if issued, the Grantee Permit will require Grantee to restore and mitigate wetland impacts on the Property pursuant to a final mitigation plan, and the Corps will determine that Grantee's restoration and mitigation responsibilities are consistent with Grantor's responsibilities under the PacifiCorp Permit; and

G. WHEREAS Grantor is willing to grant the Easements without charge to Grantee but only on the condition that Grantee has obtained the Grantee Permit from the Corps and all other governmental approvals necessary to allow the construction of the Trail on the Property, including any required amendments or modifications to the PacifiCorp Permit Documents; and

H. WHEREAS, Grantee and Grantor desire to set forth their respective rights and obligations regarding the obtaining of such approvals, the granting of the Easements and the construction practices to be employed in the construction of the Trail.

NOW THEREFORE, the Parties agree as follows:

1. Permit Documents and Other Government Approvals.

a. Grantee shall be solely responsible for obtaining the Grantee Permit and all other governmental permits and approvals needed to allow the construction of the Trail and Grantee's other activities on the Property (collectively the "Grantee Permit Documents"). Grantee shall provide copies of all Grantee Permit Documents to Grantor promptly upon receipt from the applicable government agency.

b. Grantee shall not be allowed to perform any activity on the Property, and Grantor shall have no obligation to grant or deliver the Easements, unless and until Grantee has obtained all necessary Grantee Permit Documents.

c. Grantee warrants that it has duly consulted with all appropriate government authorities and that no amendments to the PacifiCorp Permit Documents will be required to allow the construction of the Trail and Grantee's other activities on the Property, and that Grantee's activities hereunder will not increase the scope or cost to Grantor of Grantor's obligations under the PacifiCorp Permit Documents. Grantee shall be solely responsible for providing any bonds or replacement bonds associated with the PacifiCorp Permit Documents required as a result of Grantee's activities on the Property.

2. Execution and Delivery of the Easements & Donation Letter. Grantor will execute and deliver the Easements in the forms attached hereto as **Exhibits "C" and "D"** and the donation letter in the form attached hereto as **Exhibit "F"** without charge to Grantee upon the occurrence of the following conditions:

a. Grantee has obtained the Grantee Permit and all other required Grantee Permit Documents and has delivered full copies of such documents to Grantor; and

b. Grantor has determined, in its sole reasonable discretion, that:

i. the Grantee Permit and other Grantee Permit Documents are sufficient to allow construction of the Trail and Grantee's other activities on the Property;

ii. Grantee's construction of the Trail and Grantee's other activities on the Property will not violate or require any amendment of the PacifiCorp Permit Documents; and

iii. Grantee's construction and maintenance of the Trail and Grantee's other activities on the Property will not increase the scope or cost to Grantor of Grantor's obligations under the PacifiCorp Permit Documents, including any bonds associated with the PacifiCorp Permit Documents.

3. Construction Practices. In addition to the construction practices specified in the Easement and the Temporary Easement or required under the Grantee Permit, Grantee will adhere to, the following construction practices in constructing the Trail:

a. Grantee's activities during the construction and installation of the Trail including but not limited to survey, planning, staging, construction and installation, until the point at which the project is deemed complete and the Trail are operating shall be referred to as ("Construction Activities").

b. Grantee shall comply with all federal, state and local laws and ordinances, including the PacifiCorp Mitigation Plan, the PacifiCorp Permit Document, and all other permit requirements implicated by Construction Activities. Grantee acknowledges that pursuant to PacifiCorp's Mitigation Plan, PacifiCorp has recorded, and may record in the future, deed restrictions that protect wetland areas as required by PacifiCorp's Mitigation Plan. If any of the existing or future deed restrictions encumber or protect property that Grantee intends to use for the Trail or any other activities, Grantee has the sole responsibility to obtain the appropriate approvals from the relevant government agencies necessary to use such properties for Grantee's intended purpose.

c. Grantee shall provide proof of approval of any and all required permits or regulatory reviews, if any, to Grantor upon receipt of approval. Grantee shall be solely responsible for all pre-construction assessments prior to beginning construction of the Trail within the Property, including an assessment addressing:

1. Wetlands or waters of the U.S. (ephemeral drainages, etc.),
2. Pre-construction images and detailed descriptions of areas affected,
3. Consultation with SHPO (State Historic Preservation Office) regarding Native American or historic or cultural artifacts/sites in the affected area; cultural clearance is required for any ground disturbance activities; and
4. Determination if construction SWPPP (Storm Water Pollution Prevention Plan) is required by Utah DEQ for construction activity.

d. Grantee shall be solely responsible for all construction BMP's (Best Management Practices related to the installation of the Trail and post-construction reclamation work upon completion of the Trail, including but not limited to compaction, vegetation, fill, surface contour, soil consistency, weed control, re-paving, and any other work and materials necessary to restore the Property and following installation of Trail to a similar or like condition prior to use of the Property. Grantor reserves the right, at its sole discretion, to review any reclamation work to ensure compliance with Grantor's standards, including the following BMP's and post-construction requirements:

1. Construction BMP's
 - i. Minimization of construction traffic and laydown area disturbances, including Grantor approval of laydown/storage areas and any necessary ground disturbance deemed necessary with the laydown/storage areas, prior to commencement of Construction Activities.
 - ii. Reuse of back-fill material to avoid introduction/spread of invasive plants.
 - iii. Usage of sediment/erosion mats and waddles where appropriate (slope dependent) to minimize sedimentation and erosion runoff.
 - iv. SPCC (Spill Prevention, Control, and Countermeasure) or SPAR (Spill Prevention and Response Plan) plan to address potential spills/leaks associated with heavy equipment/trucks performing activities on-site.

2. Grantee shall perform Construction Activities, Post-Construction Reclamation, and Maintenance Activities described below only through City employees or by licensed, insured and bonded contractor(s).

3. Grantee agrees to conform with the following requirements with respect to all Construction Activities:

i. Any material (gravel, rocks, rip-rap, other natural material necessary for construction) stored on the Property shall have a fabric material placed under the material to avoid any soil contamination.

ii. Existing asphalt shall be sawcut prior to trench excavation and Grantee shall ensure that jagged interface between existing and new asphalt or concrete is minimized.

iii. Any material or equipment placed directly under Grantor's power lines shall comply with Grantor's clearance requirements or OSHA's clearance requirements, whichever is more stringent. Every precaution shall be taken by Grantee and Grantee's contractors, its subcontractors and all representatives to ensure safe practices, as defined in Section 2 above, while working in the vicinity of said power lines.

iv. No concrete trucks will be stored on the Property. If a washout/cleanout area is necessary on the Property, Grantee shall completely remove any and all cement/concrete that results from said cleanout. The Property shall be restored to a condition satisfactory to Grantor.

v. Grantee shall have appropriate oil spill kit on site at all times and will immediately contact Grantor's Lake Side Control Room (801-796-1837) in the event of a spill of any contaminant to either the Property or the waterway. Construction equipment should be inspected for leaks and all leaks eliminated prior to being brought on site. Leaks to the ground of construction equipment are considered spills and must be treated as such; contaminated soils must be removed from the site and disposed of appropriately, immediately upon discovery. *Any* amount of oil or petroleum-based product to water sufficient to cause a sheen is considered a spill and must be immediately reported to Grantor and the appropriate agencies.

vi. A silt fence shall be installed in accordance with state and/or federal standards and regulations. Grantor has the right to require Grantee to undertake additional measures that may exceed state/ federal standards if it is determined to be reasonably necessary for protection of the Property or waterway.

vii. Monthly inspections during Construction Activities of disturbed soil should be performed to identify sources of erosion or sediment discharge and success of weed abatement (if weeds or erosion are present, action must be taken to address those issues (immediate for erosion or sediment discharge)).

viii. During installation of the Trail, Grantee shall provide signs/barriers as needed to preclude unauthorized motorized or non-motorized access and or traffic to/through the construction areas.

4. Post-Construction Reclamation of Temporary Easement Area. Immediately upon completion of the Construction Grantee shall restore the area covered by the

Temporary Easement (the "Temporary Easement Area") to its pre-construction condition. Such restoration shall include:

i. Grantee shall reseed disturbed Property to a condition satisfactory to Grantor, PacifiCorp's Permit, and Grantee's Permit. Said reseeded will include, if necessary and as determined by Grantor, tilling of soils so as to provide sufficient conditions necessary for seed to germinate. Seeding and mulching should begin at first fall planting season, with additional seeding the following season(s), if deemed necessary by Grantor.

ii. Grantee shall replace any trees removed from the Property during construction in-kind.

iii. If installation of the Trail results in undermining of the embankment downgrade from the Property, Grantee shall restore the embankment to its current condition. If restoration of the embankment to its current condition is not possible without installation of a stabilizing structure, Grantee shall be responsible for installation of a stabilizing structure.

iv. Restoration shall occur within a reasonable period of time after completion of Grantee's Construction Activities, but no later than one calendar year in which construction takes place. Grantee will restore the Property to a condition substantially similar to its condition prior to such activity, including restoration of the surface of the Property and revegetation as deemed necessary by Grantor or Grantor's Permit.

v. Protection and Repair of Existing Fences, Gates, and Other Enclosures: Grantee agrees to repair any fences damaged as a result of Grantee's activities and otherwise restore the fences to a condition equal to or better than their preconstruction condition, unless otherwise explicitly agreed by Grantee and Grantor.

5. Maintenance Activities. Grantee may conduct maintenance activities within the Easement that are related to the Trail and the adjacent Lindon Hollow Ditch, including but not limited to activities such as snow removal, garbage pickup, sweeping, restriping, fence repair, vegetation maintenance, asphalt sealing and rehabilitation/replacement, removing debris or other material and clearing blockages from the ditch, etc. Grantee or Grantee's agents may use motorized vehicles on the trail during the performance of maintenance activities.

e. Grantee shall perform all design and maintenance work concerning Trail using only City or State personnel or insured and licensed engineers, and shall perform all construction work concerning Trail using only City or State personnel or bonded, insured and licensed contractors and shall provide written proof to Grantor satisfying this provision prior to commencing work.

f. Grantee shall be solely responsible for being aware of and initiating, maintaining and supervising compliance with all applicable safety laws, regulations, precautions and programs in connection with the Construction Activities and any other of its activities pursuant to this Agreement.

g. If Grantee's Construction Activities have the potential to affect Grantor's electric facilities, then Grantee shall contact Rocky Mountain Power local operations at (801) 756-1282 to set up a work order for Grantor to review the Construction Activities and to provide information regarding the placement of Grantor's electric facilities. No such Construction

Activities may proceed unless and until they are approved by Grantor. Grantee shall contact the state's underground locate service at 811 to identify all underground utilities prior to commencing Construction Activities.

h. Grantee must contact Rocky Mountain Power local operations at (801) 756-1282 to verify that construction methods and equipment to be used for construction will not affect local aerial distribution power lines. Grantor reserves the right to approve such methods and equipment prior to commencement of construction.

i. Grantee must provide advance 48-hour notice and obtain permission from Grantor prior to entering or accessing the Property. Advanced notice shall be provided to all of the following:

- a) Lake Side Control Room, (801) 796-1835
- b) Angie Skinner, (307) 677-2145 angeline.skinner@pacificcorp.com
- c) Clint Winn, (435) 660-1798 clint.winn@pacificcorp.com

j. Immediately prior to physically accessing the Property, Grantee shall drive up to the east gate on the Property, pick up the phone and talk to the control room operator at the time. Depending on where Grantee will be on the Property, Grantee may need safety orientation from Grantor.

4. Insurance Requirements.

a. Grantee maintains general liability insurance and auto liability insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA). Grantee agrees to maintain such insurance coverage through URMMA throughout the duration of Easements, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain through the term of the Temporary Construction Easement the insurance described in **Exhibit "E"** covering all of their activities on the Property:

c. Prior to commencement of work by Grantee and/or Grantee's Contractors, Grantee shall provide to Grantor written confirmation of compliance with all insurance requirements from each of Grantee's Contractors conducting work on the Property. Such confirmation shall be provided in the form of certificates of insurance with attachments of endorsements to each policy as required in this section and in **Exhibit E**.

d. Grantor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Grantee and/or Grantee's Contractors, and Grantee and/or Grantee's Contractors shall be solely responsible for any deductibles and deficiencies thereof.

5. Reimbursement for Off-premises Lighting Installed by Grantor. The existence of the Trail will require Grantor to install additional security lighting along its southern fence line after construction of the Trail begins. Lighting improvements shall be completed prior to the Trail being opened to public use. Grantee will reimburse Grantor for its actual reasonable cost of installing such lighting in an amount not to exceed \$30,000.

6. Trail Repair. By execution of this Agreement, Grantee acknowledges that Grantor's waterline lies underneath and adjacent to the Trail. Grantee agrees to subordinate its activities and use of the Trail to Grantor for Grantor's primary use of the Property for utility purposes. Grantee's activities may be disrupted in the event Grantor requires access to its facilities. Grantor agrees to make all reasonable efforts to limit the amount of time Grantee's use of the Trail is disrupted and to restore access to the Grantee as soon as reasonably possible given the circumstances surrounding Grantor's need to access its waterline. In the event the Trail is damaged by Grantor pursuant to this Section, Grantee shall have the sole responsibility of reestablishing or modifying the Trail at Grantee's sole cost. Repairs to the Trail shall be in good and workmanlike manner in compliance with all applicable laws and terms of this Agreement and completed in a reasonable time period.

7. Term. This Agreement shall be in effect until the completion of the Construction Activities and all restoration required hereunder. Future construction work to be performed on the Property after final completion of the Trail or the expiration of the Temporary Easement will require a new agreement specifying applicable construction practices and insurance requirements. However, maintenance activities as described above do not require a new agreement and those provisions addressing the rights and obligations of the Grantee relating to maintaining the Property shall survive the termination of other provisions of this Agreement.

8. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against all liabilities, claims, damages, liens, fines and penalties (including court costs, attorneys' fees, and litigation expenses) directly or indirectly arising from or caused by (i) a breach by Grantee of any provision of this Agreement, (ii) Grantee's use and occupation of the Property, (iii) any act or omission of Grantee on the Property, or (iv) any act or omission of any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over work on the Property. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for negligence of the Grantor. In the event any indemnified claim is caused by the joint or concurrent negligence of the Grantor and Grantee, Grantee shall indemnify Grantor only in proportion to Grantee's own negligence or liability.

9. Notices. Notices to be given under this Agreement shall be delivered or mailed to the following:

Rocky Mountain Power
Attn: Property Management
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

10. Miscellaneous.

a. Any amendment to this Agreement must be in writing and executed by an authorized representative of each Party.

b. This Agreement may be executed in separate counterparts.

c. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.

d. If a party brings an action to enforce this Agreement, the prevailing party in the action will be entitled to an award of reasonable attorney's fees, court costs and litigation expenses.

e. Time is of the essence in the performance of this Agreement.

f. This Agreement is binding upon and may be enforced by the Parties' successors and assigns.

g. This Agreement and the Easements constitute the entire agreement between the Parties relative to the subjects thereof. Any prior negotiations, correspondence, or understandings relative to such subjects shall be deemed to be merged into this Agreement and the Easements.

h. This Agreement does not confer any rights upon any third party.

i. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.

j. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

k. The terms of this Agreement shall not merge with the Easements, and shall survive the execution and delivery of the Easements.

l. Jury Trial Waiver. 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, or to request the consolidation of, 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.

GRANTOR:
PACIFICORP, an Oregon corporation

By: *Steve*

Steven Anderson, MD Support Services
Name and Title

GRANTEE:
Lindon City, a Utah municipal corporation

By: *Jefferson*
Its: Mayor

Attest:
Kathryn Measman
City Recorder



EXHIBIT "A"
(Legal Description of the Property)

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT "B"
(PacifiCorp 404 Permit and Wetlands Mitigation Plan)

EXHIBIT "C"
(Perpetual Easement)

When Recorded Return To:

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

With a copy to:

PacifiCorp
Property Management/bm
1407 W. North Temple, #110
Salt Lake City, Utah 84116

Affecting Parcel Numbers: 45:394:0003 and 45:400:0002

PERPETUAL NON-EXCLUSIVE EASEMENT
(HERITAGE TRAIL)

PACIFICORP, an Oregon corporation, with its principal offices located at 1407 West North Temple, Salt Lake City, Utah ("**Grantor**") hereby grants to **LINDON CITY**, a Utah municipality, with its principal offices located at 100 North State Street, Lindon, Utah ("**Grantee**"), without warranty, a non-exclusive perpetual easement ("**Easement**") over, under, across and through a portion of Grantor's real property located in Utah Country, State of Utah and described in **Exhibit "A"** (the "**Property**") for the purpose of constructing, operating, and maintaining a public non-motorized multi-use trail.

1. Grantee's Use.

a. Grantee's use of the Property is confined to the area illustrated and more particularly described in **Exhibit "B"** (the "**Premises.**")

b. The Premises may be used as a public non-motorized multi-use trail (the "**Trail**") and for Grantee's maintenance of the Trail and the adjacent Lindon Hollow Ditch, and for no other purpose.

c. Grantee may not make any use of the Premises that interferes with Grantor's existing or future generation, transmission, distribution or other electric facilities on the Property, provided, however, that Grantor may not in the future construct facilities on, over or under the Easement Area that unreasonably interfere with Grantee's use of the Premises under this Easement.

d. Whenever the Trail is open, it shall be open to the general public free of charge.

e. Grantee shall not make or allow any use of the Premises that that would cause Grantor to lose the liability protections available to it under the Utah Limitation of Landowner Liability – Public Recreation Act, Utah Code Ann. § 57-14-1 et seq. (the "**Act**").

EXHIBIT "C"
(Perpetual Easement)

f. Grantee has the sole responsibility to prevent the public from leaving the Trail and entering Grantor's adjacent property. This responsibility shall include the installation and maintenance of fencing and other security measures adequate to prevent unauthorized entry onto Grantor's property.

g. Grantee shall be responsible for all costs of implementing any security measures now or hereafter required of Grantor by any governmental or regulatory body by reason of the existence or use of the Trail in proximity to Grantor's electric facilities.

h. Grantee shall construct and maintain bollards and gates as necessary to prevent unauthorized vehicles from using the Trail.

i. Grantee shall not allow the use, generation, manufacture, production, storage, treatment, disposal or release on, under, about, or from the Premises, or any part thereof, of any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials").

j. Grantee may not refuel vehicles or equipment within the Premises.

k. Grantee may not use construction cranes, diggers, track hoes or other equipment in a manner that violates National Electric Safety Code (NESC) clearance standards, OSHA clearance standards, and Utah High Voltage Act Safety clearance standards or more stringent standards as may be imposed on Grantor by law or regulation for the efficient and safe operations of Grantor's power lines. A minimum 10-foot clearance from Grantor's electric distribution facilities shall be maintained at all times. A minimum 20-foot clearance from Grantor's electric distribution facilities shall be maintained when using any derricks or cranes.

l. Grantee's access will be limited to the Premises only; Grantee will not have secondary access rights across other property of Grantor, except as may be permitted in writing by Grantor for temporary construction access in order to initially construct the trail improvements or to maintain the Premises once initial construction of the trail is completed.

m. Grantee shall not conduct any activity on the Premises that violates the terms and conditions of Grantor's US Army Corps of Engineers Permit #SPK-2008-00133 and related Final Mitigation Plan (collectively the "USACE Permit.") After any construction activities, Grantee will restore all disturbed areas in accordance with the requirements of the USACE Permit or the requirements of a replacement permit granted by the US Army Corps of Engineers and approved by Grantee.

n. Grantee shall not make or allow any use of the Premises that is inconsistent with or that may interfere with Grantor's operation, maintenance, repair, or upgrade of its existing or future uses of its remaining property, including uses for electricity generation, transmission, distribution or other utility purposes. If under any zoning or land use regulation Grantor's present or future use of its remaining property is limited due to the presence of the Trail or Grantee's other uses of the Premises, then Grantee shall either obtain on Grantee's behalf whatever permit, variance or exception is needed to remove such limitation, or else it shall cease the use that is the cause of the limitation.

EXHIBIT "C"
(Perpetual Easement)

o. Grantee shall take reasonable measures to prevent and correct erosion caused by any use of the Premises.

p. Grantee shall promptly remove any trash, spills or stains, broken concrete or asphalt from the Premises, maintain security signage, and promptly repair any damage to security fencing or security lighting on the Premises.

q. Grantee will not attempt to place any limitation or restrictions on Grantor's adjacent property, including current and future electricity generation, transmission, distribution or other utility facilities.

r. Grantor shall have no responsibility for ice and snow removal, maintaining safe surface conditions, or otherwise conforming to applicable codes for sidewalks or trails.

s. By execution of this Easement, Grantee acknowledges that Grantor's waterline lies underneath and adjacent to the Trail. Grantee agrees to subordinate its activities and use of the Trail to Grantor for Grantor's primary use of the Property for utility purposes. Grantee's activities may be disrupted in the event Grantor requires access to its facilities. Grantor agrees to make all reasonable efforts to limit the amount of time Grantee's use of the Trail is disrupted and to restore access to the Grantee as soon as reasonably possible given the circumstances surrounding Grantor's need to access its waterline. In the event the Trail is damaged by Grantor pursuant to this Section, Grantee shall have the sole responsibility of reestablishing or modifying the Trail at Grantee's sole cost. Repairs to the Trail shall be in good and workmanlike manner in compliance with all applicable laws and terms of this Agreement.

2. Grantor's Use.

a. Grantor reserves the right, at any time, to cross the Premises with overhead and underground power lines, pipelines, and other utilities and to temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of such utilities. In exercising such rights, Grantor will take reasonable steps to minimize any damage to Grantee's infrastructure or the public's use of the Trail. Grantor will provide Grantee with reasonable notice of such work or closure of public access. Grantee will bear the reasonable cost of repairing or replacing Grantee's infrastructure that is removed or damaged by Grantor's work.

b. Grantor reserves the right, at any time, to cross the Premises to maintain wetlands on Grantor's property in the area.

c. Grantor may at any time temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of Grantor's facilities on its adjacent or nearby property.

d. Grantor may at any time temporarily control or close public access to the Premises in the event of emergencies or other safety, or security concerns arising from operations or conditions on Grantor's adjacent or nearby property.

e. Grantor may at any time close public access to the Premises if Grantee fails to maintain security fencing, and security signage as required on the Premises by this Easement,

EXHIBIT "C"
(Perpetual Easement)

or if Grantee otherwise fails to prevent the public from leaving the Premises and entering Grantor's adjacent property.

3. Existing Drainage Easement. Grantee and Grantor acknowledge that a drainage easement was created upon recording of Lake Side Power Plant Subdivision Plat "A" on September 20, 2004, and that said easement and rights appurtenant to it predate this Easement and are unaffected by it.

4. Approved Plans.

a. Trail Design and Construction Plans. Grantee shall not commence construction of the Trail or other improvements on the Premises until Grantor has granted written approval of detailed design and construction plans. Grantor will not unreasonably withhold approval of such plans.

b. Fencing and Security Plans. Grantee shall not open the Premises to public use until Grantee has installed fencing, signage and other security measures on the Premises in accordance with detailed plans approved in writing by Grantor. Grantor will not unreasonably withhold approval of such plans.

5. Insurance Requirements.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA) throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated _____ (the "Agreement.") Construction work (other than maintenance activities) performed on the Property after the expiration of the Agreement will require a new agreement as described in the Agreement specifying applicable insurance requirements for Grantee's Contractors.

6. Abandonment/Termination. This Easement will terminate if Grantee ceases to maintain or use the Trail for a period of six (6) consecutive months (except as related to Trail maintenance or construction/reconstruction activities). Upon termination, Grantee, at its sole cost, must promptly take all actions necessary to remove the Trail and clean up and restore the Premises in accordance with applicable laws and reasonable industry standards and customs observed at the time of abandonment or termination.

7. Successors and Assigns. All rights and obligations contained in this Easement or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

8. Release, Assumption of Risk and Indemnification.

EXHIBIT "C"
(Perpetual Easement)

a. Grantor makes no representation or warranty concerning the suitability of the Premises for Grantee's use. Grantee accepts the Premises "AS IS" in its present condition, including the presence of hazardous substances, if any, and assumes the risk of using the Premises in their present condition.

b. Grantee assumes full responsibility and control of the Premises from the date of this Easement until it is terminated. Grantee acknowledges the presence of electrical facilities near the Premises which are potentially dangerous to persons and property.

c. Grantee forever releases and discharges Grantor from any claims arising from any natural or unnatural condition of the Premises, or existing on the Premises, including claims relating to noise, odors, fog, ice, or any other conditions arising from Grantor's operations of its electric facilities.

d. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against all liabilities, claims, damages, liens, fines and penalties (including court costs, attorneys' fees, and litigation expenses) directly or indirectly arising from or caused by:

- i. a breach by Grantee of any provision of this Easement,
- ii. Grantee's use and occupation of the Premises,
- iii. any act or omission of Grantee on the Premises,
- iv. any public use of the Premises,
- v. any use, storage or release of Hazardous Materials on or from the Premises, except those directly related to or resulting from an act or omission of the Grantor, its agents, representative, employees, divisions, or affiliates;
- vi. any natural or unnatural condition of the Premises, or existing on the Premises, during the term of the Easement;
- vii. any act or omission of any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over work on the Premises;
- viii. any damage to Grantor's property, including the area covered by the USACE Permit, caused by Grantee's or the public's use of the Premises.

e. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for active negligence or willful misconduct of Grantor its agents, representatives, employees, divisions, or affiliates.

9. Miscellaneous Provisions.

EXHIBIT "C"
(Perpetual Easement)

a. Existing Encumbrances. This Easement is subject to all rights of way and encumbrances (whether or not recorded) of any kind existing at the time of the creation of this Easement.

b. Compliance with Laws; Liens. Grantee must secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to Grantee's use of the Property. Grantee must keep the Property free from liens arising from Grantee's activities.

c. Time of Essence. Time is of the essence in the performance of the parties' obligations under this Easement.

d. Attorney's Fees. If a party brings an action to enforce this Easement, the prevailing party in the action will be entitled to an award of reasonable attorney's fees, court costs and litigation expenses.

e. Applicable Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

f. Jury Trial Waiver. 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 Easement. **Each party further waives any right to consolidate, or to request the consolidation of, 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.**

g. Notices. Notices to be given under this Easement shall be delivered or mailed to the following:

Rocky Mountain Power
Attn: Property Management
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

h. No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

i. Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

j. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original.

EXHIBIT "C"
(Perpetual Easement)

IN WITNESS WHEREOF, the parties have executed this Easement as of this ____ day of _____, 2016.

GRANTOR:
PACIFICORP, an Oregon corporation

By: _____

Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: _____
Its: Mayor

Attest:

City Recorder

EXHIBIT "C"
(Perpetual Easement)

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

I hereby certify that on this ____ day of _____, 2016, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the _____ of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the __ day of _____, 2016, personally appeared before me _____ and _____ who being duly sworn did say, each for herself or himself, that he/she, _____ is the City Recorder of Lindon City and he/she, _____ is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public _____
My Commission expires _____
Residing at: _____

EXHIBIT "C"
(Perpetual Easement)

EXHIBIT "A"
(Description of Property)

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT "C"
(Perpetual Easement)

EXHIBIT B
(Description of Premises)

A perpetual easement, upon part of an entire tract of property, situate in Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, and Lot 3, Lakeside Power Plant Plat "A", according to the official plats thereof, recorded respectively as Entry 7453:2005, Map No. 10899, and Entry 106983:2004, Map No. 10687 of plats, which easement is situate in the NE1/4 of Section 6, T.6S., R.2E., S.L.B.&M., in Utah County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

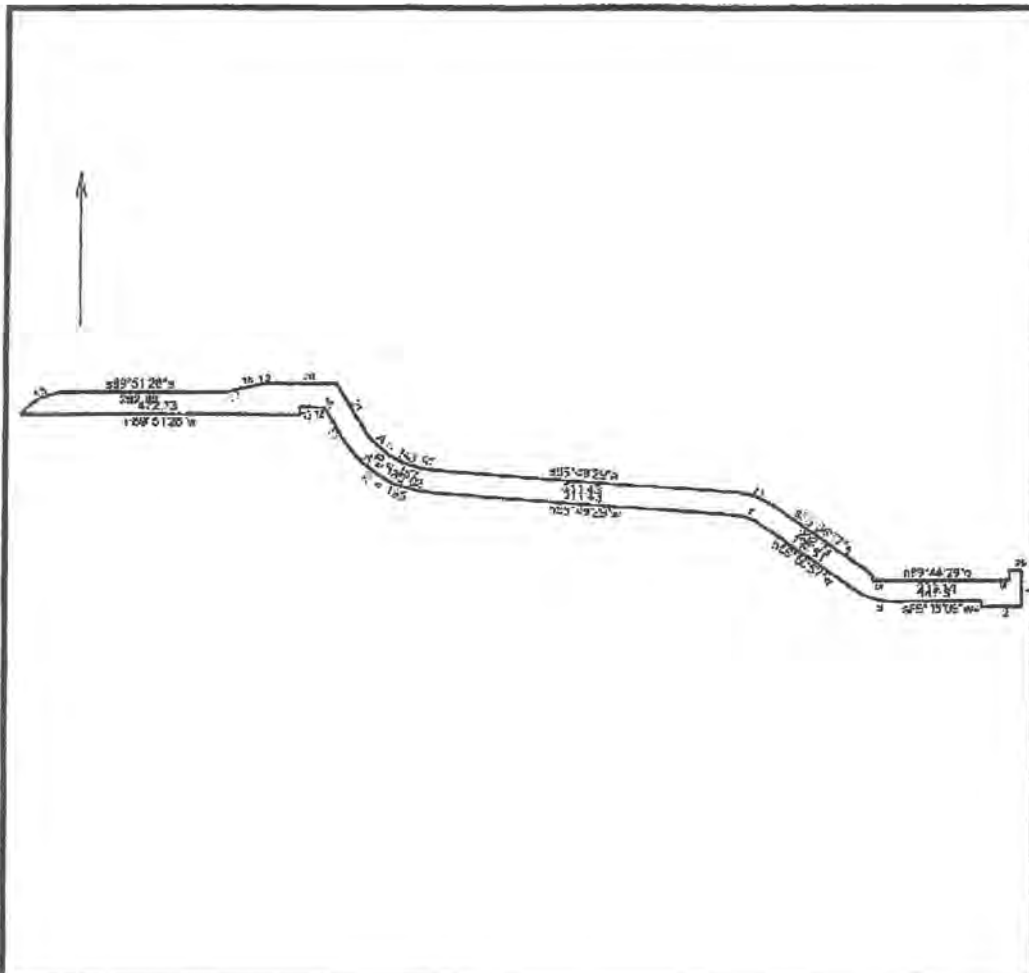
Beginning at a point on the east boundary of Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, which point is also on the existing west right-of-way of Pioneer Lane, which point is 1,424.88 feet S. 00°44'51" E. along the section line and 66.00 feet S. 89°15'09" W. from the Northeast Corner of said Section 6; thence S. 00°44'51" E. 61.04 feet along said boundary and right-of-way; thence S. 89°15'09" W. 68.47 feet; thence N. 00°44'51" W. 10.00 feet; thence S. 89°15'09" W. 147.30 feet to a point of curvature; thence westerly 72.88 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 34°47'54", the chord of which bears N. 73°20'57" W. 71.77 feet; thence N. 55°56'57" W. 196.51 feet to a point of curvature; thence westerly 41.71 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 29°52'31", the chord of which bears N. 70°53'16" W. 41.24 feet; thence N. 85°49'29" W. 511.43 feet to a point of curvature; thence northwesterly 185.02 feet along the arc of a 195.00 foot radius curve to the right, through a central angle of 54°21'53", the chord of which bears N. 58°38'35" W. 178.16 feet; thence N. 31°27'36" W. 56.28 feet to a point of curvature; thence northwesterly 5.10 feet along the arc of a 5.00 foot radius curve to the left, through a central angle of 58°23'54", the chord of which bears N. 60°39'36" W. 4.88 feet; thence N. 89°51'28" W. 40.57 feet to a point on the westerly boundary of said Lot 2 and the easterly boundary of said Lot 3, Lakeside Power Plant Plat "A"; thence the following two (2) courses which are along the boundaries of said Lot 3: (1) S. 14°20'07" E. 12.39 feet; (2) N. 89°51'28" W. 472.73 feet to a point of non-tangent curvature; thence northeasterly 86.84 feet along the arc of a 95.00 foot radius curve to the right, through a central angle of 52°22'21", the chord of which bears N. 63°57'17" E. 83.85 feet; thence S. 89°51'28" E. 262.66 feet to a point of curvature; thence easterly 18.60 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 13°19'28", the chord of which bears N. 83°28'48" E. 18.56 feet; thence N. 76°49'04" E. 41.73 feet to a point of curvature; thence easterly 27.91 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 13°19'26", the chord of which bears N. 83°28'44" E. 27.84 feet; thence S. 89°51'28" E. 108.41 feet; thence S. 31°27'36" E. 82.66 feet to a point of curvature; thence southeasterly 148.97 feet along the arc of a 157.00 foot radius curve to the left, through a central angle of 54°21'53", the chord of which bears S. 58°38'35" E. 143.44 feet; thence S. 85°49'29" E. 511.43 feet to a point of curvature; thence easterly 61.53 feet along the arc of a 118.00 foot radius curve to the right, through a central angle of 29°52'31", the chord of which bears S. 70°53'16" E. 60.83 feet; thence S. 55°56'57" E. 208.74 feet; thence S. 00°15'31" E. 10.49 feet; thence N.

EXHIBIT "C"
(Perpetual Easement)

89°44'29" E. 233.14 feet; thence N. 00°15'31" W. 18.00 feet; thence N. 89°44'29" E. 19.33 feet to the point of beginning.

The above described parcel of land contains 68,428 square feet or 1.571 acre in area, more or less.

EXHIBIT "C"
(Perpetual Easement)



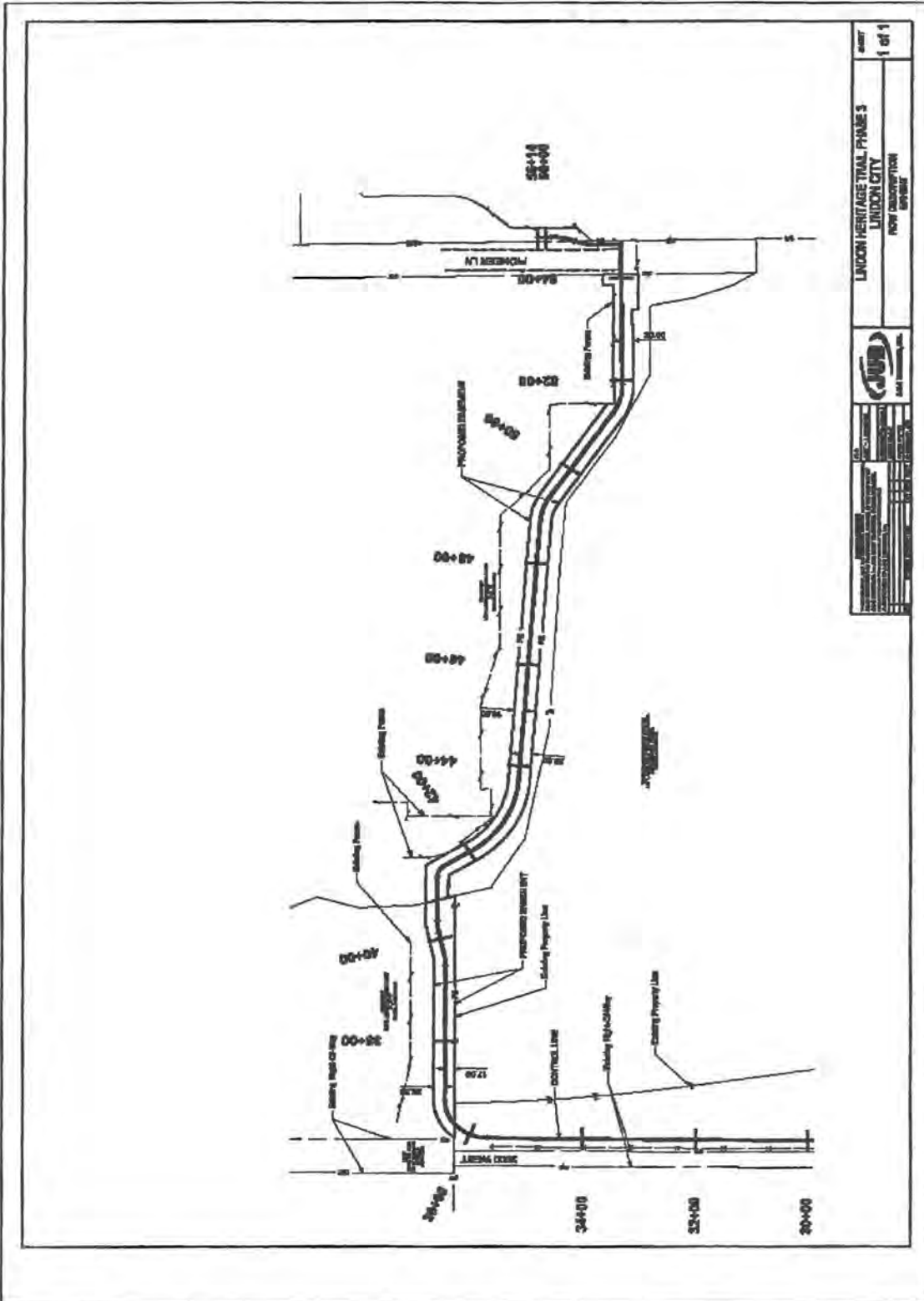
LHT PHASE 3 - PACIFICORP EASEMENT 2/4/2015

Scale: 1 inch = 217 feet File: LHT Phase 3 Pacificorp Easement.ndp

Total: 1.1709 Acres (68428 Sq. Feet), Closure: S47.028°W 0.01 ft. (1480420), Penetration: 2722 ft.

| | |
|---|---|
| 01 S90.4451e 01.04 | 18 N78.4984e 81.73 |
| 02 S89.1509w 38.47 | 19 N, r=170.02, delta=013.1076, arc=77.91, chord=163.2844e 27.84 |
| 03 N00.4451w 10 | 20 S89.5128e 108.41 |
| 04 S89.1009w 147.3 | 21 S11.2750e 32.68 |
| 05 RL, r=123.03, delta=024.4754, arc=72.85, chord=173.2157w 71.77 | 22 LL, r=157.01, delta=054.2153, arc=148.57, cho d=s65.3839e 143.74 |
| 06 N16.5657w 106.61 | 23 S85.4629e 511.43 |
| 07 LL, r=80.05, delta=029.5231, arc=41.71, chord=170.5315w 41.24 | 24 RL, r=118.01, delta=029.5231, arc=61.53, chord=r70.5315e 61.83 |
| 08 N85.4623w 511.43 | 25 S55.5657e 228.74 |
| 09 RL, r=195.01, delta=054.2153, arc=165.02, chord=r58.1025w 178.16 | 26 S00.1531e 10.49 |
| 10 N31.2750w 56.28 | 27 N88.4429e 253.14 |
| 11 LL, r=5.01, delta=058.2354, arc=6.10, chord=r10.3932w 4.88 | 28 N00.1531w 18 |
| 12 N89.5123w 40.57 | 29 N89.4429e 19.33 |
| 13 S14.2007e 7.39 | |
| 14 N89.5123w 172.73 | |
| 15 RL, r=65.00, delta=052.2221, arc=35.84, chord=r65.5717e 83.85 | |
| 16 S89.5128e 262.56 | |
| 17 LL, r=80.00, delta=017.1028, arc=18.80, chord=r83.2843e 18.58 | |

EXHIBIT "C"
(Perpetual Easement)



| | | | |
|--------------------------------|--|----------|--------|
| LINCOLN HERITAGE TRAIL PHASE 3 | | Sheet | 1 of 1 |
| LINDSEY CITY | | Project | |
| NEW SUBSCRIPTION | | Scale | |
| DATE | | Author | |
| DATE | | Checker | |
| DATE | | Engineer | |
| DATE | | Surveyor | |
| DATE | | Recorder | |
| DATE | | Printer | |
| DATE | | Plotter | |
| DATE | | Finish | |

EXHIBIT "D"
(Temporary Construction Easement)

When Recorded Return To:

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

With a copy to:

PacifiCorp
Property Management/bm
1407 W. North Temple, #110
Salt Lake City, Utah 84116

Affecting Parcel Numbers: 45:394:0003 and 45:400:0002

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT

PACIFICORP, an Oregon corporation, with its principal offices located at 1407 West North Temple, Salt Lake City, Utah ("Grantor"), hereby grants to **LINDON CITY**, a Utah municipality, with its principal offices located at 100 North State Street, Lindon, Utah ("Grantee"), without warranty, a non-exclusive temporary construction easement ("Temporary Easement Area") upon a portion of Grantor's real property located in Utah County, State of Utah and described in Exhibit "A" (the "Property") for the Permitted Use described below, such use to be limited to the area described in Exhibit "B" (the "Temporary Easement Area.")

1. Permitted Use. Grantee may use the Temporary Easement Area to conduct temporary construction activities reasonably necessary to support the construction authorized by the Perpetual Non-exclusive Easement (the "Perpetual Easement") granted by Grantor to Grantee contemporaneously with this Temporary Easement (such use of the Temporary Easement Area is referred to hereafter as the "Permitted Use"). Grantee's access will be limited to the Temporary Easement Area. Grantee will not have secondary access rights across other portions of the Property, or other property of Grantor, except as may be permitted in writing by Grantor.

2. Perpetual Easement Sections Incorporated Herein. The following sections of the Perpetual Easement are incorporated herein as if the same were a part of this Temporary Easement: Sections 4, 6, 7, 8 and 9. All references to "Easement Area" in the Perpetual Easement shall be deemed to be references to the Temporary Easement Area in this Temporary Easement. All other terms with initial capitalization that occur in this Temporary Easement or in the incorporated sections of the Perpetual Easement, and which are not otherwise defined in this Temporary Easement, shall have the meanings assigned in the Perpetual Easement.

EXHIBIT "D"
(Temporary Construction Easement)

3. Term. This Temporary Easement shall terminate upon completion of the construction activities authorized hereunder, but in no event shall the term hereof extend beyond one year after construction has initiated.

4. Insurance Requirements for Grantee and its Contractors and Subcontractors.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA) throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated _____ (the "Agreement.") Any construction work performed on the Property after the expiration of the Agreement will require a new agreement specifying applicable insurance requirements for Grantee's Contractors.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement as of this ____ day of _____, 2016.

GRANTOR:
PACIFICORP, an Oregon corporation

By: _____

Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: _____

Its: Mayor

Attest:

City Recorder

EXHIBIT "D"
(Temporary Construction Easement)

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

I hereby certify that on this ____ day of _____, 2016, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the _____ of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

STATE OF UTAH)
 ss:
COUNTY OF UTAH)

On the __ day of _____, 2016, personally appeared before me _____ and _____ who being duly sworn did say, each for herself or himself, that he/she, _____ is the City Recorder of Lindon City and he/she, _____ is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public _____
My Commission expires _____
Residing at: _____

EXHIBIT "D"
(Temporary Construction Easement)

EXHIBIT "A"
(Description of The Property)

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT "D"
(Temporary Construction Easement)

EXHIBIT "B"
(Description of Temporary Easement Area)

A temporary non-exclusive construction easement, upon part of an entire tract of property, situate in Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, and Lot 3, Lakeside Power Plant Plat "A", according to the official plats thereof, recorded respectively as Entry 7453:2005, Map No. 10899, and Entry 106983:2004, Map No. 10687 of plats, which easement is situate in the NE1/4 of Section 6, T.6S., R.2E., S.L.B.&M., in Utah County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point on the east boundary of Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, which point is also on the existing west right-of-way of Pioneer Lane, which point is 1,424.88 feet S. 00°44'51" E. along the section line and 66.00 feet S. 89°15'09" W. from the Northeast Corner of said Section 6; thence S. 00°44'51" E. 61.04 feet along said boundary and right-of-way; thence S. 89°15'09" W. 68.47 feet; thence N. 00°44'51" W. 10.00 feet; thence S. 89°15'09" W. 147.30 feet to a point of curvature; thence westerly 72.88 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 34°47'54", the chord of which bears N. 73°20'57" W. 71.77 feet; thence N. 55°56'57" W. 196.51 feet to a point of curvature; thence westerly 41.71 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 29°52'31", the chord of which bears N. 70°53'16" W. 41.24 feet; thence N. 85°49'29" W. 511.43 feet to a point of curvature; thence northwesterly 185.02 feet along the arc of a 195.00 foot radius curve to the right, through a central angle of 54°21'53", the chord of which bears N. 58°38'35" W. 178.16 feet; thence N. 31°27'36" W. 56.28 feet to a point of curvature; thence northwesterly 5.10 feet along the arc of a 5.00 foot radius curve to the left, through a central angle of 58°23'54", the chord of which bears N. 60°39'36" W. 4.88 feet; thence N. 89°51'28" W. 40.57 feet to a point on the westerly boundary of said Lot 2 and the easterly boundary of said Lot 3, Lakeside Power Plant Plat "A"; thence the following two (2) courses which are along the boundaries of said Lot 3: (1) S. 14°20'07" E. 12.39 feet; (2) N. 89°51'28" W. 472.73 feet to a point of non-tangent curvature; thence northeasterly 86.84 feet along the arc of a 95.00 foot radius curve to the right, through a central angle of 52°22'21", the chord of which bears N. 63°57'17" E. 83.85 feet; thence S. 89°51'28" E. 262.66 feet to a point of curvature; thence easterly 18.60 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 13°19'28", the chord of which bears N. 83°28'48" E. 18.56 feet; thence N. 76°49'04" E. 41.73 feet to a point of curvature; thence easterly 27.91 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 13°19'26", the chord of which bears N. 83°28'44" E. 27.84 feet; thence S. 89°51'28" E. 108.41 feet; thence S. 31°27'36" E. 82.66 feet to a point of curvature; thence southeasterly 148.97 feet along the arc of a 157.00 foot radius curve to the left, through a central angle of 54°21'53", the chord of which bears S. 58°38'35" E. 143.44 feet; thence S. 85°49'29" E. 511.43 feet to a point of curvature; thence easterly 61.53 feet along the arc of a 118.00 foot radius curve to the right, through a central angle of 29°52'31", the chord of which bears S. 70°53'16" E. 60.83 feet; thence S. 55°56'57" E. 208.74 feet; thence S. 00°15'31" E. 10.49 feet; thence N.

EXHIBIT "D"
(Temporary Construction Easement)

89°44'29" E. 233.14 feet; thence N. 00°15'31" W. 18.00 feet; thence N. 89°44'29" E. 19.33 feet to the point of beginning.

The above described parcel of land contains 68,428 square feet or 1.571 acre in area, more or less.

EXHIBIT "E"
(Insurance Requirements)

All contractors, and subcontractors of any tier performing work on the Property shall carry liability insurance. Prior to commencement of work certificates of insurance shall be furnished to Grantor (PacifiCorp) confirming compliance with all insurance requirements herein. Each certificate shall include copies of completed additional insured and waiver of subrogation endorsements in favor of Grantor as stated below. Minimum coverage and limits are as follows:

Workers' Compensation. Coverage shall comply with all applicable workers' compensation laws and regulations (i) on the state level where work is conducted, and (ii) on the federal level (including without limitation FELA, USL&H and the Jones Act), as applicable.

Employers' Liability. Minimum single limits are: \$500,000/each accident, \$500,000/disease each employee, and \$500,000/disease policy limit.

Unless prohibited by applicable law, workers' compensation/employers' liability shall contain provisions or endorsements that the insurer will have no right of recovery or subrogation against the Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, employees, and servants.

Commercial General Liability. Insurance written on occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate (must be on per location and/or per job basis), including but not limited to:

- a. Premises and operations coverage
- b. Independent contractors coverage
- c. Contractual liability
- d. Products and completed operations coverage
- e. Coverage for explosion, collapse, and underground property damage
- f. Broad form property damage liability
- g. Sudden and accidental pollution liability (may be removed if pollution liability is required).
- h. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured with endorsements ISO Form CG 20 10 (applicable to premises and operations) and CG 20 37 (applicable to products liability) or their equivalents.
- i. Contractor's coverage is primary insurance and not contributory with any other insurance or self-insurance maintained by Grantor.
- ji. Cross liability or severability of interest clause.
- k. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants.

Business Automobile Liability. Minimum combined single limits of \$1,000,000 each accident covering bodily injury and property damage with respect to all vehicles whether owned, hired, non-owned, or used in relation to the work, including but not limited to the following coverage.

- a. If any materials containing pollutants are delivered to the Property by vehicles used in the project, the automobile liability will include pollution liability coverage as provided by the ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA9948) and Motor Carrier Act endorsement (MCS90).
- b. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured.

EXHIBIT "E"
(Insurance Requirements)

- c. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants and insurers.

Umbrella or Excess Liability: Minimum limit of \$3,000,000 each occurrence/aggregate on following form basis in excess of insurance coverage and limits required in Employers' Liability, Commercial General Liability, and Business Automobile Liability insurance as stated above. Notice shall be provided immediately to Grantee and Grantor, if at any time the full umbrella limit required under this Contract is not available, and will purchase additional limits if requested by Grantee and/or Grantor.

Pollution Liability: At any time materials or products of any kind, other than hazardous materials, used on Grantor property that are potentially harmful to humans or animals, or damaging to the environment or the Property, and are considered pollutants or contaminants the following coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollution into or above land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage and will be written on an occurrence basis with minimum limits of \$2,000,000 per loss and \$4,000,000 annual aggregate, including but not limited to:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c. defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- d. Definition of pollution conditions shall include damage to natural resources damage within the definition of property damage resulting from the work on the property.
- e. Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, and servants shall be named additional insured.
- f. Waiver of subrogation in favor of Grantee and Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants and insurers.

Professional Liability: All parties providing underground locate, engineering design, soil sample testing, or survey services related to the [Project or Work] shall maintain Professional Liability insurance covering damages arising out of their negligent acts, errors or omissions in the performance of this Contract, with a liability limit of not less than \$2,000,000 each claim. The insurance covering the project related to this Contract shall be maintained for a minimum of two (2) years after completion of the work. The intent of this policy is to provide coverage for claims arising out of the performance of work or services contracted or permitted under this Contract and caused by any error, omission for which the Grantee or its contractor and/or subcontractors is held liable.

Grantor does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Grantee and or Grantee's Contractors, and Grantee and/or Grantee's Contractors shall be solely responsible for any deductibles, self-insured retentions and deficiencies thereof.

Within five days of contractor or subcontractor receiving written notice of cancellation from the insurer of any requested insurance for any reason, or if any coverage is reduced, for any reason, to the extent it does not comply with requirements herein, contractor or subcontractor must notify the Grantee and Grantor. Grantor may stop work on this project if proof of replacement or supplemental coverage confirming compliance is not received prior to the effective date of cancellation or date of reduction of insurance coverage and/or limits of coverage. **Notices to Grantor may be mailed to: PacifiCorp, Real Estate Dept., 825 NE Multnomah, LCT 1700, Portland, OR 97232.**

Prior to commencement of work by Grantee and/or Grantee's Contractors, Grantee shall provide to Grantor written

EXHIBIT "E"
(Insurance Requirements)

confirmation of compliance with all insurance requirements from each of Grantee's Contractors conducting work on the Property. Such confirmation shall be provided in the form of certificates of insurance with attachments of endorsements to each policy as required in this Exhibit E.

EXHIBIT "F"
(Donation Letter)

[this is a donation letter required by the Utah Department of Transportation indicating that you are donating the easement and that you understand that you could have been compensated for it – is a form letter prepared by UDOT or the Federal Highway Administration]

EXHIBIT "F"
(Donation Letter)

Project No: F-R399(165)
Job/Proj / Auth No: 54005

Parcel No.(s): 1
PIN: 11625

County of Property: Utah Serial Number(s): 45:394:0003 and 45:400:0002
Property Address: 1825 North Pioneer Lane, Vineyard, Utah 84058
Owner / Grantor (s): PacifiCorp
Owner's Address: 1407 West North Temple, Suite 110 Salt Lake City, Utah 84116
Owner's Work Phone: 503-813-6648

RIGHT OF WAY DONATION

PacifiCorp, an Oregon corporation, acknowledges that it voluntarily engaged in negotiations with the Town of Vineyard regarding the land use approvals for the construction of the Lakeside I and II power plants on the parcel noted above. As a result of those negotiations, PacifiCorp agreed to grant to Lindon City a right of way for the Lindon Heritage Trail along the boundary such property at no monetary cost to Vineyard or Lindon City, upon satisfaction of various terms and conditions as set forth in the EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT, dated _____, between PacifiCorp and Lindon City. Based on the foregoing, PacifiCorp acknowledges that upon satisfaction of such terms and conditions and the execution and delivery of the easements in question, it will have voluntarily and knowingly waived its right to have its property appraised, or to receive monetary compensation for the granting of such easements.

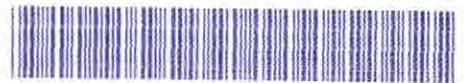
Signed By: _____, as the grantor on this ____ day of _____.

STATE OF _____
COUNTY OF _____

On the _____ day of _____, personally appeared before me the signer(s) of the within instrument, who duly acknowledge to me that they/he/she executed the same.
My commission expires Notary Public

ATTACHMENT B

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT



ENT 1592:2017 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jan 06 1:01 pm FEE 0.00 BY DA
RECORDED FOR LINDON CITY CORPORATION

When Recorded Return To:

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

With a copy to:

PacifiCorp
Property Management/bm
1407 W. North Temple, #110
Salt Lake City, Utah 84116

Affecting Parcel Numbers: 45:394:0003 and 45:400:0002

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT

PACIFICORP, an Oregon corporation, with its principal offices located at 1407 West North Temple, Salt Lake City, Utah (“Grantor”), hereby grants to **LINDON CITY**, a Utah municipality, with its principal offices located at 100 North State Street, Lindon, Utah (“Grantee”), without warranty, a non-exclusive temporary construction easement (“Temporary Easement Area”) upon a portion of Grantor’s real property located in Utah County, State of Utah and described in **Exhibit “A”** (the “Property”) for the Permitted Use described below, such use to be limited to the area described in **Exhibit “B”** (the “Temporary Easement Area.”)

1. Permitted Use. Grantee may use the Temporary Easement Area to conduct temporary construction activities reasonably necessary to support the construction authorized by the Perpetual Non-exclusive Easement (the “Perpetual Easement”) granted by Grantor to Grantee contemporaneously with this Temporary Easement (such use of the Temporary Easement Area is referred to hereafter as the “Permitted Use”). Grantee’s access will be limited to the Temporary Easement Area. Grantee will not have secondary access rights across other portions of the Property, or other property of Grantor, except as may be permitted in writing by Grantor.

2. Perpetual Easement Sections Incorporated Herein. The following sections of the Perpetual Easement are incorporated herein as if the same were a part of this Temporary Easement: Sections 4, 6, 7, 8 and 9. All references to “Easement Area” in the Perpetual Easement shall be deemed to be references to the Temporary Easement Area in this Temporary Easement. All other terms with initial capitalization that occur in this Temporary Easement or in the incorporated sections of the Perpetual Easement, and which are not otherwise defined in this Temporary Easement, shall have the meanings assigned in the Perpetual Easement.

3. Term. This Temporary Easement shall terminate upon completion of the construction activities authorized hereunder, but in no event shall the term hereof extend beyond one year after construction has initiated.

4. Insurance Requirements for Grantee and its Contractors and Subcontractors.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA) throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated December 21, 2016 (the "Agreement.") Any construction work performed on the Property after the expiration of the Agreement will require a new agreement specifying applicable insurance requirements for Grantee's Contractors.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement as of this 21st day of December, 2016.

GRANTOR:
PACIFICORP, an Oregon corporation

By: [Signature]

STEVEN ANDERTON, MD Support Services
Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: [Signature]
Its: Mayor

Attest:
[Signature]
City Recorder



STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

I hereby certify that on this 21st day of December, 2016, before me, a Notary Public of the state and county of aforesaid, personally appeared Steven Anderton, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the Managing Director of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Buffi Morris
Notary Public



STATE OF UTAH)
SS:
COUNTY OF UTAH)

On the 21 day of December, 2016, personally appeared before me Jeff Acerson and Kathy Moosman who being duly sworn did say, each for herself or himself, that he/she, Kathy Moosman is the City Recorder of Lindon City and he/she, Jeff Acerson is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public Kathryn A. Moosman
My Commission expires 1-11-2019
Residing at: Lindon, Utah

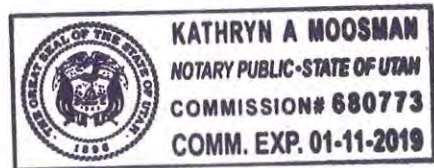


EXHIBIT "A"
(Description of The Property)

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT "B"
(Description of Temporary Easement Area)

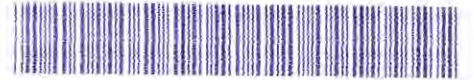
A temporary non-exclusive construction easement, upon part of an entire tract of property, situate in Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, and Lot 3, Lakeside Power Plant Plat "A", according to the official plats thereof, recorded respectively as Entry 7453:2005, Map No. 10899, and Entry 106983:2004, Map No. 10687 of plats, which easement is situate in the NE1/4 of Section 6, T.6S., R.2E., S.L.B.&M., in Utah County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point on the east boundary of Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, which point is also on the existing west right-of-way of Pioneer Lane, which point is 1,424.88 feet S. 00°44'51" E. along the section line and 66.00 feet S. 89°15'09" W. from the Northeast Corner of said Section 6; thence S. 00°44'51" E. 61.04 feet along said boundary and right-of-way; thence S. 89°15'09" W. 68.47 feet; thence N. 00°44'51" W. 10.00 feet; thence S. 89°15'09" W. 147.30 feet to a point of curvature; thence westerly 72.88 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 34°47'54", the chord of which bears N. 73°20'57" W. 71.77 feet; thence N. 55°56'57" W. 196.51 feet to a point of curvature; thence westerly 41.71 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 29°52'31", the chord of which bears N. 70°53'16" W. 41.24 feet; thence N. 85°49'29" W. 511.43 feet to a point of curvature; thence northwesterly 185.02 feet along the arc of a 195.00 foot radius curve to the right, through a central angle of 54°21'53", the chord of which bears N. 58°38'35" W. 178.16 feet; thence N. 31°27'36" W. 56.28 feet to a point of curvature; thence northwesterly 5.10 feet along the arc of a 5.00 foot radius curve to the left, through a central angle of 58°23'54", the chord of which bears N. 60°39'36" W. 4.88 feet; thence N. 89°51'28" W. 40.57 feet to a point on the westerly boundary of said Lot 2 and the easterly boundary of said Lot 3, Lakeside Power Plant Plat "A"; thence the following two (2) courses which are along the boundaries of said Lot 3: (1) S. 14°20'07" E. 12.39 feet; (2) N. 89°51'28" W. 472.73 feet to a point of non-tangent curvature; thence northeasterly 86.84 feet along the arc of a 95.00 foot radius curve to the right, through a central angle of 52°22'21", the chord of which bears N. 63°57'17" E. 83.85 feet; thence S. 89°51'28" E. 262.66 feet to a point of curvature; thence easterly 18.60 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 13°19'28", the chord of which bears N. 83°28'48" E. 18.56 feet; thence N. 76°49'04" E. 41.73 feet to a point of curvature; thence easterly 27.91 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 13°19'26", the chord of which bears N. 83°28'44" E. 27.84 feet; thence S. 89°51'28" E. 108.41 feet; thence S. 31°27'36" E. 82.66 feet to a point of curvature; thence southeasterly 148.97 feet along the arc of a 157.00 foot radius curve to the left, through a central angle of 54°21'53", the chord of which bears S. 58°38'35" E. 143.44 feet; thence S. 85°49'29" E. 511.43 feet to a point of curvature; thence easterly 61.53 feet along the arc of a 118.00 foot radius curve to the right, through a central angle of 29°52'31", the chord of which bears S. 70°53'16" E. 60.83 feet; thence S. 55°56'57" E. 208.74 feet; thence S. 00°15'31" E. 10.49 feet; thence N. 89°44'29" E. 233.14 feet; thence N. 00°15'31" W. 18.00 feet; thence N. 89°44'29" E. 19.33 feet to the point of beginning.

The above described parcel of land contains 68,428 square feet or 1.571 acre in area, more or less.

ATTACHMENT C
PERPETUAL NON-EXCLUSIVE EASEMENT



ENT 1593:2017 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jan 06 1:02 PM FEE 0.00 BY DA
RECORDED FOR LINDON CITY CORPORATION

When Recorded Return To:

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

With a copy to:

PacifiCorp
Property Management/bm
1407 W. North Temple, #110
Salt Lake City, Utah 84116

Affecting Parcel Numbers: 45:394:0003 and 45:400:0002

**PERPETUAL NON-EXCLUSIVE EASEMENT
(HERITAGE TRAIL)**

PACIFICORP, an Oregon corporation, with its principal offices located at 1407 West North Temple, Salt Lake City, Utah (“**Grantor**”) hereby grants to **LINDON CITY**, a Utah municipality, with its principal offices located at 100 North State Street, Lindon, Utah (“**Grantee**”), without warranty, a non-exclusive perpetual easement (“**Easement**”) over, under, across and through a portion of Grantor’s real property located in Utah Country, State of Utah and described in **Exhibit “A”** (the “**Property**”) for the purpose of constructing, operating, and maintaining a public non-motorized multi-use trail.

1. Grantee’s Use.

a. Grantee’s use of the Property is confined to the area illustrated and more particularly described in **Exhibit “B”** (the “**Premises.**”)

b. The Premises may be used as a public non-motorized multi-use trail (the “**Trail**”) and for Grantee’s maintenance of the Trail and the adjacent Lindon Hollow Ditch, and for no other purpose.

c. Grantee may not make any use of the Premises that interferes with Grantor’s existing or future generation, transmission, distribution or other electric facilities on the Property, provided, however, that Grantor may not in the future construct facilities on, over or under the Easement Area that unreasonably interfere with Grantee’s use of the Premises under this Easement.

d. Whenever the Trail is open, it shall be open to the general public free of charge.

e. Grantee shall not make or allow any use of the Premises that that would cause Grantor to lose the liability protections available to it under the Utah Limitation of Landowner Liability – Public Recreation Act, Utah Code Ann. § 57-14-1 et seq. (the “**Act**”).

f. Grantee has the sole responsibility to prevent the public from leaving the Trail and entering Grantor’s adjacent property. This responsibility shall include the installation and

maintenance of fencing and other security measures adequate to prevent unauthorized entry onto Grantor's property.

g. Grantee shall be responsible for all costs of implementing any security measures now or hereafter required of Grantor by any governmental or regulatory body by reason of the existence or use of the Trail in proximity to Grantor's electric facilities.

h. Grantee shall construct and maintain bollards and gates as necessary to prevent unauthorized vehicles from using the Trail.

i. Grantee shall not allow the use, generation, manufacture, production, storage, treatment, disposal or release on, under, about, or from the Premises, or any part thereof, of any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste, or substance, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials").

j. Grantee may not refuel vehicles or equipment within the Premises.

k. Grantee may not use construction cranes, diggers, track hoes or other equipment in a manner that violates National Electric Safety Code (NESC) clearance standards, OSHA clearance standards, and Utah High Voltage Act Safety clearance standards or more stringent standards as may be imposed on Grantor by law or regulation for the efficient and safe operations of Grantor's power lines. A minimum 10-foot clearance from Grantor's electric distribution facilities shall be maintained at all times. A minimum 20-foot clearance from Grantor's electric distribution facilities shall be maintained when using any derricks or cranes.

l. Grantee's access will be limited to the Premises only; Grantee will not have secondary access rights across other property of Grantor, except as may be permitted in writing by Grantor for temporary construction access in order to initially construct the trail improvements or to maintain the Premises once initial construction of the trail is completed.

m. Grantee shall not conduct any activity on the Premises that violates the terms and conditions of Grantor's US Army Corps of Engineers Permit #SPK-2008-00133 and related Final Mitigation Plan (collectively the "USACE Permit.") After any construction activities, Grantee will restore all disturbed areas in accordance with the requirements of the USACE Permit or the requirements of a replacement permit granted by the US Army Corps of Engineers and approved by Grantee.

n. Grantee shall not make or allow any use of the Premises that is inconsistent with or that may interfere with Grantor's operation, maintenance, repair, or upgrade of its existing or future uses of its remaining property, including uses for electricity generation, transmission, distribution or other utility purposes. If under any zoning or land use regulation Grantor's present or future use of its remaining property is limited due to the presence of the Trail or Grantee's other uses of the Premises, then Grantee shall either obtain on Grantee's behalf whatever permit, variance or exception is needed to remove such limitation, or else it shall cease the use that is the cause of the limitation.

o. Grantee shall take reasonable measures to prevent and correct erosion caused by any use of the Premises.

p. Grantee shall promptly remove any trash, spills or stains, broken concrete or asphalt from the Premises, maintain security signage, and promptly repair any damage to security fencing or security lighting on the Premises.

q. Grantee will not attempt to place any limitation or restrictions on Grantor's adjacent property, including current and future electricity generation, transmission, distribution or other utility facilities.

r. Grantor shall have no responsibility for ice and snow removal, maintaining safe surface conditions, or otherwise conforming to applicable codes for sidewalks or trails.

s. By execution of this Easement, Grantee acknowledges that Grantor's waterline lies underneath and adjacent to the Trail. Grantee agrees to subordinate its activities and use of the Trail to Grantor for Grantor's primary use of the Property for utility purposes. Grantee's activities may be disrupted in the event Grantor requires access to its facilities. Grantor agrees to make all reasonable efforts to limit the amount of time Grantee's use of the Trail is disrupted and to restore access to the Grantee as soon as reasonably possible given the circumstances surrounding Grantor's need to access its waterline. In the event the Trail is damaged by Grantor pursuant to this Section, Grantee shall have the sole responsibility of reestablishing or modifying the Trail at Grantee's sole cost. Repairs to the Trail shall be in good and workmanlike manner in compliance with all applicable laws and terms of this Agreement.

2. Grantor's Use.

a. Grantor reserves the right, at any time, to cross the Premises with overhead and underground power lines, pipelines, and other utilities and to temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of such utilities. In exercising such rights, Grantor will take reasonable steps to minimize any damage to Grantee's infrastructure or the public's use of the Trail. Grantor will provide Grantee with reasonable notice of such work or closure of public access. Grantee will bear the reasonable cost of repairing or replacing Grantee's infrastructure that is removed or damaged by Grantor's work.

b. Grantor reserves the right, at any time, to cross the Premises to maintain wetlands on Grantor's property in the area.

c. Grantor may at any time temporarily control or close public access to the Premises as necessary during any construction, maintenance or repair of Grantor's facilities on its adjacent or nearby property.

d. Grantor may at any time temporarily control or close public access to the Premises in the event of emergencies or other safety, or security concerns arising from operations or conditions on Grantor's adjacent or nearby property.

e. Grantor may at any time close public access to the Premises if Grantee fails to maintain security fencing, and security signage as required on the Premises by this Easement, or if Grantee otherwise fails to prevent the public from leaving the Premises and entering Grantor's adjacent property.

3. Existing Drainage Easement. Grantee and Grantor acknowledge that a drainage easement was created upon recording of Lake Side Power Plant Subdivision Plat "A" on

September 20, 2004, and that said easement and rights appurtenant to it predate this Easement and are unaffected by it.

4. Approved Plans.

a. Trail Design and Construction Plans. Grantee shall not commence construction of the Trail or other improvements on the Premises until Grantor has granted written approval of detailed design and construction plans. Grantor will not unreasonably withhold approval of such plans.

b. Fencing and Security Plans. Grantee shall not open the Premises to public use until Grantee has installed fencing, signage and other security measures on the Premises in accordance with detailed plans approved in writing by Grantor. Grantor will not unreasonably withhold approval of such plans.

5. Insurance Requirements.

a. Grantee agrees to maintain general liability insurance and auto insurance through Grantee's participation in the Utah Risk Management Mutual Association (URMMA) throughout the duration of this Easement, or through other providers of insurance or comparable risk financing arrangements meeting or exceeding terms and conditions available to public entities in the State of Utah.

b. Grantee shall, by written contract, require its contractors and subcontractors of any tier working on the Property ("Grantee's Contractors") to continuously carry and maintain insurance as required in the Easement Acquisition and Construction Agreement between Grantor and Grantee, dated _____ (the "Agreement.") Construction work (other than maintenance activities) performed on the Property after the expiration of the Agreement will require a new agreement as described in the Agreement specifying applicable insurance requirements for Grantee's Contractors.

6. Abandonment/Termination. This Easement will terminate if Grantee ceases to maintain or use the Trail for a period of six (6) consecutive months (except as related to Trail maintenance or construction/reconstruction activities). Upon termination, Grantee, at its sole cost, must promptly take all actions necessary to remove the Trail and clean up and restore the Premises in accordance with applicable laws and reasonable industry standards and customs observed at the time of abandonment or termination.

7. Successors and Assigns. All rights and obligations contained in this Easement or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

8. Release, Assumption of Risk and Indemnification.

a. Grantor makes no representation or warranty concerning the suitability of the Premises for Grantee's use. Grantee accepts the Premises "AS IS" in its present condition, including the presence of hazardous substances, if any, and assumes the risk of using the Premises in their present condition.

b. Grantee assumes full responsibility and control of the Premises from the date of this Easement until it is terminated. Grantee acknowledges the presence of electrical facilities near the Premises which are potentially dangerous to persons and property.

c. Grantee forever releases and discharges Grantor from any claims arising from any natural or unnatural condition of the Premises, or existing on the Premises, including claims relating to noise, odors, fog, ice, or any other conditions arising from Grantor's operations of its electric facilities.

d. Grantee agrees to indemnify, defend, and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, from and against all liabilities, claims, damages, liens, fines and penalties (including court costs, attorneys' fees, and litigation expenses) directly or indirectly arising from or caused by:

- i. a breach by Grantee of any provision of this Easement,
- ii. Grantee's use and occupation of the Premises,
- iii. any act or omission of Grantee on the Premises,
- iv. any public use of the Premises,
- v. any use, storage or release of Hazardous Materials on or from the Premises, except those directly related to or resulting from an act or omission of the Grantor, its agents, representative, employees, divisions, or affiliates;
- vi. any natural or unnatural condition of the Premises, or existing on the Premises, during the term of the Easement;
- vii. any act or omission of any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over work on the Premises;
- viii. any damage to Grantor's property, including the area covered by the USACE Permit, caused by Grantee's or the public's use of the Premises.

e. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for active negligence or willful misconduct of Grantor its agents, representatives, employees, divisions, or affiliates.

9. Miscellaneous Provisions.

a. Existing Encumbrances. This Easement is subject to all rights of way and encumbrances (whether or not recorded) of any kind existing at the time of the creation of this Easement.

b. Compliance with Laws; Liens. Grantee must secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to Grantee's use of the Property. Grantee must keep the Property free from liens arising from Grantee's activities.

c. Time of Essence. Time is of the essence in the performance of the parties' obligations under this Easement.

d. Attorney's Fees. If a party brings an action to enforce this Easement, the prevailing party in the action will be entitled to an award of reasonable attorney's fees, court costs and litigation expenses.

e. Applicable Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah.

f. Jury Trial Waiver. 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 Easement. **Each party further waives any right to consolidate, or to request the consolidation of, 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.**

g. Notices. Notices to be given under this Easement shall be delivered or mailed to the following:

Rocky Mountain Power
Attn: Property Management
1407 West North Temple, Suite 110
Salt Lake City, UT 84116

Lindon City
100 North State Street,
Lindon, UT 84042
Attn: City Manager

h. No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right.

i. Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

j. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Easement as of this 21st day of December, 2016.

GRANTOR:
PACIFICORP, an Oregon corporation

By: [Signature]

Steven Anderson, MO Support Services
Name and Title

GRANTEE:
Lindon City, a Utah municipality

By: [Signature]
Its: Mayor

Attest:
[Signature]
City Recorder



STATE OF UTAH)
)
 ss:
)
COUNTY OF SALT LAKE)

I hereby certify that on this 21st day of December, 2016, before me, a Notary Public of the state and county of aforesaid, personally appeared Steven Anderton, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that s/he is the Managing Director of PACIFICORP, an Oregon corporation, that s/he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Buffi Morris

Notary Public



STATE OF UTAH)
)
 ss:
)
COUNTY OF UTAH)

On the 21 day of December, 2016, personally appeared before me Jeff Acerson and Kathy Moosman who being duly sworn did say, each for herself or himself, that he/she, Kathy Moosman is the City Recorder of Lindon City and he/she, Jeff Acerson is the Mayor of Lindon City and that each acknowledged to me that that s/he has been duly authorized to execute, and has executed in my presence foregoing instrument on behalf of Lindon City, for the purposes therein set forth, and that the same is its act and deed.

Notary Public Kathy Moosman
My Commission expires 11-11-2019
Residing at: Lindon City, Utah



EXHIBIT "A"
(Description of Property)

Land situated in Utah County, State of Utah, and more particularly described as follows:

Lot 3, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lot 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

EXHIBIT B
(Description of Premises)

A perpetual easement, upon part of an entire tract of property, situate in Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, and Lot 3, Lakeside Power Plant Plat "A", according to the official plats thereof, recorded respectively as Entry 7453:2005, Map No. 10899, and Entry 106983:2004, Map No. 10687 of plats, which easement is situate in the NE1/4 of Section 6, T.6S., R.2E., S.L.B.&M., in Utah County, Utah.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point on the east boundary of Lot 2, Lakeside Power Plant Plat "B", Lot 1 & Lot 2 Amended Subdivision, which point is also on the existing west right-of-way of Pioneer Lane, which point is 1,424.88 feet S. 00°44'51" E. along the section line and 66.00 feet S. 89°15'09" W. from the Northeast Corner of said Section 6; thence S. 00°44'51" E. 61.04 feet along said boundary and right-of-way; thence S. 89°15'09" W. 68.47 feet; thence N. 00°44'51" W. 10.00 feet; thence S. 89°15'09" W. 147.30 feet to a point of curvature; thence westerly 72.88 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 34°47'54", the chord of which bears N. 73°20'57" W. 71.77 feet; thence N. 55°56'57" W. 196.51 feet to a point of curvature; thence westerly 41.71 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 29°52'31", the chord of which bears N. 70°53'16" W. 41.24 feet; thence N. 85°49'29" W. 511.43 feet to a point of curvature; thence northwesterly 185.02 feet along the arc of a 195.00 foot radius curve to the right, through a central angle of 54°21'53", the chord of which bears N. 58°38'35" W. 178.16 feet; thence N. 31°27'36" W. 56.28 feet to a point of curvature; thence northwesterly 5.10 feet along the arc of a 5.00 foot radius curve to the left, through a central angle of 58°23'54", the chord of which bears N. 60°39'36" W. 4.88 feet; thence N. 89°51'28" W. 40.57 feet to a point on the westerly boundary of said Lot 2 and the easterly boundary of said Lot 3, Lakeside Power Plant Plat "A"; thence the following two (2) courses which are along the boundaries of said Lot 3: (1) S. 14°20'07" E. 12.39 feet; (2) N. 89°51'28" W. 472.73 feet to a point of non-tangent curvature; thence northeasterly 86.84 feet along the arc of a 95.00 foot radius curve to the right, through a central angle of 52°22'21", the chord of which bears N. 63°57'17" E. 83.85 feet; thence S. 89°51'28" E. 262.66 feet to a point of curvature; thence easterly 18.60 feet along the arc of an 80.00 foot radius curve to the left, through a central angle of 13°19'28", the chord of which bears N. 83°28'48" E. 18.56 feet; thence N. 76°49'04" E. 41.73 feet to a point of curvature; thence easterly 27.91 feet along the arc of a 120.00 foot radius curve to the right, through a central angle of 13°19'26", the chord of which bears N. 83°28'44" E. 27.84 feet; thence S. 89°51'28" E. 108.41 feet; thence S. 31°27'36" E. 82.66 feet to a point of curvature; thence southeasterly 148.97 feet along the arc of a 157.00 foot radius curve to the left, through a central angle of 54°21'53", the chord of which bears S. 58°38'35" E. 143.44 feet; thence S. 85°49'29" E. 511.43 feet to a point of curvature; thence easterly 61.53 feet along the arc of a 118.00 foot radius curve to the right, through a central angle of 29°52'31", the chord of which bears S. 70°53'16" E. 60.83 feet; thence S. 55°56'57" E. 208.74 feet; thence S. 00°15'31" E. 10.49 feet; thence N. 89°44'29" E. 233.14 feet; thence N. 00°15'31" W. 18.00 feet; thence N. 89°44'29" E. 19.33 feet to the point of beginning.

The above described parcel of land contains 68,428 square feet or 1.571 acre in area, more or less.

EXHIBIT B (Description of Premises)

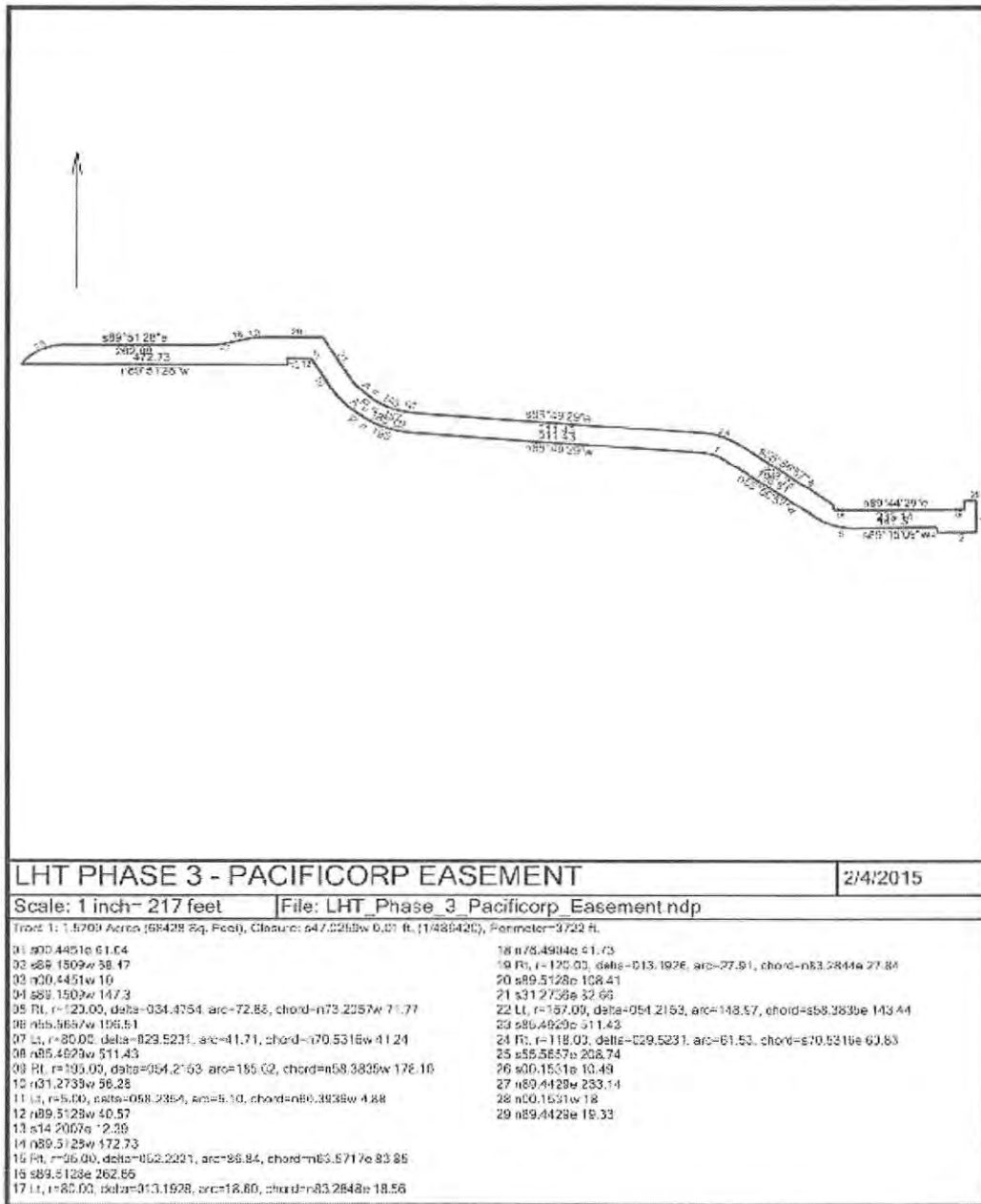
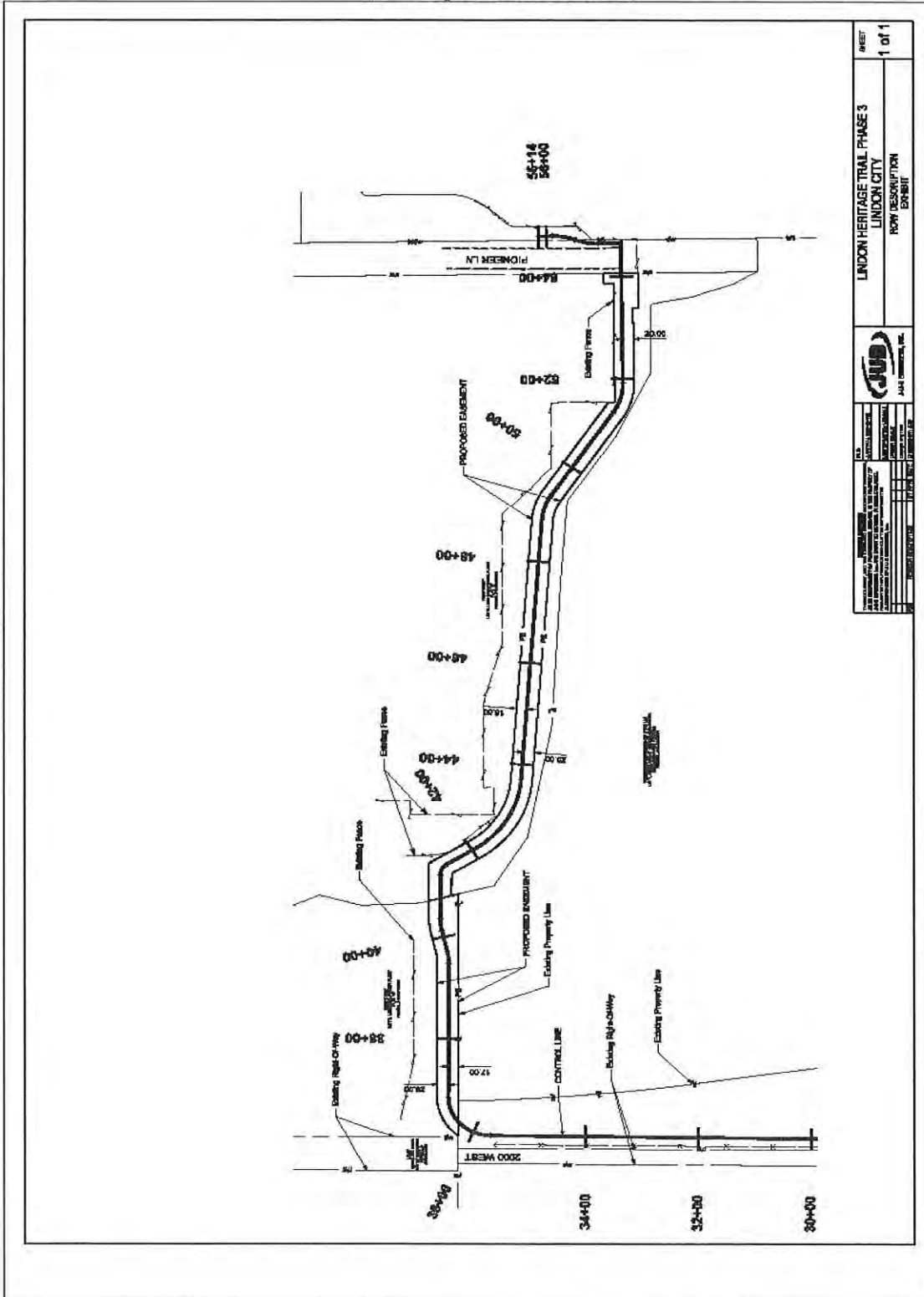


EXHIBIT B
(Description of Premises)



ATTACHMENT D
RIGHT OF WAY DONATION



1407 W North Temple, Suite 110
Salt Lake City, UT 84116

Project No: F-R399(165)
Job/Proj / Auth No: 54005

Parcel No.(s): 1
PIN: 11625

County of Property: Utah Serial Number(s): 45:394:0003 and 45:400:0002
Property Address: 1825 North Pioneer Lane, Vineyard, Utah 84058
Owner / Grantor (s): PacifiCorp
Owner's Address: 1407 West North Temple, Suite 110 Salt Lake City, Utah 84116
Owner's Work Phone: 503-813-6648

RIGHT OF WAY DONATION

PacifiCorp, an Oregon corporation, acknowledges that it voluntarily engaged in negotiations with the Town of Vineyard regarding the land use approvals for the construction of the Lakeside I and II power plants on the parcel noted above. As a result of those negotiations, PacifiCorp agreed to grant to Lindon City a right of way for the Lindon Heritage Trail along the boundary such property at no monetary cost to Vineyard or Lindon City, upon satisfaction of various terms and conditions as set forth in the EASEMENT ACQUISITION AND CONSTRUCTION AGREEMENT, dated 12/15/16 between PacifiCorp and Lindon City. Based on the foregoing, PacifiCorp acknowledges that upon satisfaction of such terms and conditions and the execution and delivery of the easements in question, it will have voluntarily and knowingly waived its right to have its property appraised, or to receive monetary compensation for the granting of such easements.

Signed By: *Craig A. Case*, as the grantor on this 15th day of December 2016.

STATE OF UTAH
COUNTY OF Salt Lake

On the 15 day of December, personally appeared before me the signer(s) of the within instrument, who duly acknowledge to me that they/he/she executed the same.
My commission expires Notary Public 10/19/19

 *Lori Hughes*