

RESERVOIR ACCESS PERMIT

PERMIT VALID ONLY AFTER EXECUTION BY PACIFICORP		
1. Reservoir:	County:	State:
2. Applicant(s):		
Name(s)	Telephone	
Applicant mailing address:		
Address of applicant's benefited property:		
Applicant's e-mail address:		
3. Legal description of applicant's benefited property (applicant(s) must be legal owner(s) of property).		
Section:	Township:	Range:
		Tax Parcel No.
USGS Lat/Long (optional):		
4. Describe proposed use (attached drawing(s) showing location, dimensions, and features of proposed use):		
5. Name, address, and telephone number of General Contractor, if any:		
6. All notices to PacifiCorp and inquiries regarding this Permit shall be made to:		
7. I understand and agree to abide by the terms and conditions of this Permit, as set forth in the attached General Conditions and Specific Conditions, if any.		
Signatures of Applicants <i>(Must be Notarized)</i>		Date:
ACKNOWLEDGMENT		
State of)	
County of)	
On this day, before me personally appeared and known to me to be the persons whose names are subscribed to the instrument and acknowledge that they had executed the same for the purposes therein contained.		
IN WITNESS WHEREOF I hereunto set my hand and official seal on this __ day of __ 20__.		
My Commission Expires		
Notary Public		
PERMIT		
A CONDITIONAL AND REVOCABLE PERMIT TO CONSTRUCT AND/OR MAINTAIN THE ABOVE DESCRIBED FACILITIES OR USE AS SHOWN ON PLANS ON RECORD AT PACIFICORP AND SUBJECT TO THE RULES AND REGULATIONS OF THE COMPANY AND THE CONDITIONS ATTACHED HERETO IS HEREBY GRANTED.		
PacifiCorp		
Date:	By:	Expires:

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SPECIFIC CONDITIONS

Existing Conditions: Permittee currently occupies property within the boundaries of PacifiCorp's authorized Federal Energy Regulatory Commission (FERC) Project No. P-2381:

1) Pier/dock constructed above the ordinary high water mark and being approximately ___ feet by ___ feet (approximately ___ square feet).

2) Floating dock attached seasonally to the pier/dock and being approximately _____ feet by _____ feet (approximately _____ square feet each).

Attached **Exhibit A** is representative of existing conditions that are hereby authorized by this Permit. Any and all changes to existing conditions require prior written authorization by PacifiCorp.

Name Title Date

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STANDARD PERMIT CONDITIONS

1. Definitions. “Project” means the Ashton Hydroelectric Project, as licensed by the Federal Energy Regulatory Commission (FERC). “Project Lands” means all lands located within the Project Boundary, as designated in PacifiCorp’s FERC Project No. P-2381, Exhibit G. “Ordinary High Watermark” means maximum full reservoir of 5155.9 feet.
2. Authorized Use. This Permit authorizes only the structure(s) and the private use of them by the permittee and their guests, agents, invitees, or family members. No commercial use of the structure(s) is authorized under this Permit. ANY ALTERATIONS, ADDITIONS, RELOCATIONS, OR OTHER SUBSTANTIAL CHANGES TO THE PERMITTED USES MUST BE APPROVED BY PACIFICORP IN WRITING IN ADVANCE.
3. Rights Reserved. Notwithstanding any other provision in this Permit, permittee’s authorization shall be subject to PacifiCorp’s right to operate the Project in any manner permitted under its FERC license, or subsequent FERC Order (including any Order approving acts already taken by PacifiCorp). PacifiCorp assumes no obligation to maintain or control levels of water in the Project. Permittee shall have no claim against PacifiCorp for injury or damage to persons or property caused by fluctuating reservoir levels, changes in expected seasonal water levels, or any other water level operation approved by the FERC. A Permit is subject to any order, regulation, or rule of the FERC or any other governmental agency which now is in effect or may hereafter be made affecting the reservoir or structures herein described.
4. Term. This Permit shall be valid until the expiration date noted at the bottom of page 1, unless surrendered sooner by permittee’s written notice, or abandoned by permittee, or revoked in accordance with the terms of this Permit. In no event will the term of this Permit extend beyond the end of the current FERC license, unless approved in writing, in advance, by PacifiCorp.
5. Revocation. This Permit may be revoked for cause at any time. Failure to cure non-compliance with a covenant or condition of this Permit within the time allowed in a written notice delivered to the address of permittee provided herein shall constitute cause for termination, provided however that PacifiCorp may revoke a Permit without notice at any time in order to protect public safety, abate nuisance activity, or prevent the likelihood of irreparable harm. Revocation of a Permit shall be confirmed by written notice mailed to permittee by certified mail no more than 30 days after termination. If permittee disputes that cause existed for revocation, PacifiCorp will allow permittee to explain in writing why the Permit should be reinstated.
6. Winding Up. Upon expiration, termination, surrender, or revocation, if requested by PacifiCorp, permittee shall remove any structure placed on Project Lands by permittee or permittee’s agent and restore the affected area to PacifiCorp’s satisfaction at permittee’s sole expense, else PacifiCorp may remove any structures and restore the site and the permittee agrees to pay all costs incurred

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thereof. Serious violation of a covenant or condition of this Permit may be cause for denying permittee's subsequent permit application. This provision shall survive the expiration, termination, surrender, or revocation of this Permit.

7. Condition of Project Lands. Permittee acknowledges that he or she has been advised that Project Lands may contain serious hazards (hidden or not) to persons and property, including but not limited to: rapid changes to water level of the reservoir and its tributaries, cold temperatures, swift currents, underwater hazards, and slope instability. Permittee acknowledges the above and accepts the risk that natural and manmade water conditions may pose to life, health, safety and property. PERMITTEE ACKNOWLEDGES THAT PACIFICORP MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRESENT OR FUTURE CONDITION OF THE PERMITTED PROPERTY AND PROJECT LANDS OR THEIR SUITABILITY FOR ANY PURPOSE. PERMITTEE ACCEPTS THE CONDITIONS AT THE PERMIT PROPERTY IN THEIR PRESENT CONDITION AND ASSUMES ALL RISK OF LOSS AND DAMAGE TO PERMITTEE'S PERSON, PROPERTY, AND RIGHTS UNDER THIS PERMIT INCLUDING, WITHOUT LIMITATION, LOSS AND DAMAGE CAUSED BY FIRE, FLOODING (RESULTING FROM EITHER NATURAL CAUSES OR THE ACTIVITIES OF OTHERS INCLUDING PACIFICORP), EARTHQUAKES OR ACTS OF THIRD PARTIES.
8. Hazardous Project Works. Permittee acknowledges that he or she has been warned about the potential safety hazards posed by Project features (including but not limited to canals, spillways, dams, turbulence, electrical facilities, etc.). Permittee hereby agrees not to enter onto, nor to permit its guests, agents, invitees, or family members to enter onto, Project features without prior written permission from PacifiCorp.
9. Compliance with Other Standards. Permittee covenants that it has complied, and will maintain its compliance, with all local, state, and federal regulations and standards applicable to permittee's activities upon and adjacent to Project Lands.
10. Erosion Control. Existing native shoreline or riverbank vegetation shall be protected to the extent possible to minimize soil disturbance, erosion, and delivery of sediment to the waterway and to minimize the effect of construction, maintenance or use of the dock on aquatic biota. Disturbed soils shall be revegetated with native plant species.
11. Disturbances to Wildlife and Water Quality. If permittee observes unusual death or distress of fish or wildlife or water quality problems in the vicinity of the permitted use, permittee must notify PacifiCorp promptly, in writing.
12. Endangered Species. Pier and/or dock or any associated activities may not jeopardize any federally listed, threatened or endangered species.
13. Historic properties. Any activity proposed on known historic or archaeological property, either listed or eligible for listing in the National Register of Historic Places, will not be permitted if found not in compliance with the National Historic Preservation Act.

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14. Nuisance Prohibited. Permittee covenants and agrees that neither the uses authorized by the Permit nor permittee's use of the adjoining premises shall endanger health or safety, create a nuisance, or otherwise be incompatible with Project Operations. This Permit is also subject to the condition that the permittee's activities and use of the structures or adjoining premises shall not adversely affect the environmental qualities, including aesthetic values, of the area.
15. No Ownership Right Created. Permittee does not gain, and agrees not to assert, any claim of ownership to PacifiCorp's water rights or other property rights by virtue of its use and enjoyment thereof pursuant to, or under color of, this Permit.
16. Insurance. Without limiting any liabilities or any other obligations of permittee, permittee shall, prior to use or occupancy of the premises and during the term of this Permit, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect permittee from liability and claims for injuries and damages which may arise out of or result from permittee's use or occupancy of the premises under the Permit and for which permittee may be legally liable. Permittee shall insure the risks associated with use or occupancy of the premises and the permittee with coverages and limits as set forth below:

General Liability. Permittee shall maintain general liability insurance on the most recently approved ISO policy, or its equivalent, written on an occurrence basis, with minimum limits of \$1,000,000 each occurrence/ \$2,000,000 general aggregate for bodily injury and property damage, including the following coverage:

- a. Contractual liability
- b. Broad form property damage liability
- c. Sudden and accidental pollution liability, as applicable

The above limits may be satisfied by a combination of primary and umbrella/excess policies. Permittee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance.

Watercraft Protection Liability. Permittee shall maintain watercraft protection liability on the most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to watercraft whether owned, hired or non-owned, assigned to or used, as applicable.

Umbrella or Excess Liability. Permittee shall maintain umbrella or excess liability insurance with a minimum limit of \$1,000,000 each occurrence/aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in general liability insurance and watercraft liability insurance above.

PacifiCorp 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 permittee, and permittee shall be solely responsible for any deficiencies thereof.

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A certificate of insurance shall be furnished to PacifiCorp confirming the issuance of such insurance prior to use or occupancy of the premises by permittee. Insurance certificates will be provided for verification at another time as requested by PacifiCorp.

17. RELEASE OF CLAIMS FOR COMPLIANCE WITH LAWS. PERMITTEE HEREBY WAIVES AND RELEASES ANY CLAIM OR ACTION AT LAW OR EQUITY THAT IT MAY HAVE AGAINST PACIFICORP AS THE RESULT OF COMPLIANCE BY THE COMPANY WITH ORDER, RULE, OR REGULATION OF FERC OR ANY OTHER GOVERNMENTAL AGENCY.
18. INDEMNITY. PERMITTEE SHALL INDEMNIFY AND HOLD HARMLESS PACIFICORP AND ITS OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGE, LOSS, COSTS AND EXPENSES OF ANY KIND OR DESCRIPTION (INCLUDING ATTORNEYS' FEES AND COSTS) FOR PROPERTY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE ARISING OUT OF THE USE (INCLUDING MISUSE) OF PACIFICORP'S PROPERTY. PERMITTEE ASSUMES ALL RISK OF LOSS OR DAMAGES TO SAID USE OR TO THE PROPERTY USED OR STORED IN CONNECTION THEREWITH RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO RESERVOIR LEVEL FLUCTUATIONS, WAVES CAUSED BY WIND OR VESSELS, OR ANY OTHER CAUSE. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION, TERMINATION OR REVOCATION OF THIS PERMIT FOR ANY SUCH LIABILITIES THAT OCCURRED PRIOR TO EXPIRATION, TERMINATION OR REVOCATION.
19. Waste Facilities Prohibited. The storage or disposal of garbage or waste on Project Lands is prohibited. The discharge of human waste (direct or indirect) is prohibited, including from any watercraft or from permittee's adjacent property. Permittee agrees that no drainage, including sewage, from permittee's use of PacifiCorp's property or adjacent property will contaminate or pollute the Project waters, and that permittee will control all drainage at all times so that it will comply with all applicable city, county, state, and federal laws, regulations, and ordinances. If at any time violations of the above occur, permittee shall immediately correct the same to PacifiCorp's satisfaction.
20. Hazardous and Toxic Materials Prohibited. Permittee shall not store gasoline, oil, or hazardous or toxic materials within the Project boundaries. Permittee shall comply in all material respects with all existing federal, state and local environmental laws, regulations, and ordinances ("Environmental Laws") and shall not use, store or release any hazardous or toxic materials in violation of any Environmental Laws. In the event of any spill or release of any hazardous or toxic materials, permittee shall immediately report, remedy and correct any such spill, release or violation in compliance with all applicable Environmental Laws and shall immediately notify PacifiCorp thereof. PERMITTEE'S OBLIGATIONS UNDER PARAGRAPH 18 SHALL APPLY TO PERMITTEE'S FAILURE TO COMPLY WITH ANY PROVISION(S) IN THIS PARAGRAPH. THE

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COVENANTS CONTAINED WITHIN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS PERMIT.

21. Stray Property. If a permittees' property leaves its permitted location and requires removal from another location, the permittee shall be responsible for retrieving such property promptly or shall be liable for costs of removal incurred by others.
22. PacifiCorp Inspection. All permitted structures are subject to inspection by PacifiCorp or its representatives, *provided, however*, that PacifiCorp assumes no duty to permittee to inspect permitted structures or notify permittee of any unsafe condition thereof. If such inspection reveals inadequate or improper maintenance or conditions which deviate from the approved plans, such conditions will be corrected immediately by the permittee, at permittee's cost, upon notification in writing which will be sent to permittee by certified mail.
23. Permit Tag. A Permit Tag provided by PacifiCorp shall be securely posted at a designated place on the permitted structure and maintained in that same location at all times.
24. Emergency Access. PacifiCorp and agents or employees, emergency service, or law enforcement personnel shall have access to permittee's structures in the event of an emergency or other necessity.
25. Duty to Maintain. All permitted structures must be constructed and maintained in a safe and sound condition in conformance with the terms and conditions of this permit. Abandoned or unsafe structures shall be removed or repaired promptly by the owner. Where any such structure constitutes a hazard to the public or PacifiCorp, PacifiCorp may, following notice to the owner, remove the structure at owner's cost if the owner fails to do so within a reasonable time. Permittee is not relieved of this requirement if the permitted pier and/or dock is abandoned.
26. Assignment and/or Transfer Prohibited. Permits for shoreline uses are transferable to permittee's successor in interest if the Permit property is sold or transferred. The new owner must notify PacifiCorp in writing within 30 days of change in ownership. Until notification is rendered, the original permittee shall remain liable for compliance with the terms of the Permit. If the Permitted Use complies with the terms of this Permit and if the new owner of the property intends to continue the use as before, PacifiCorp will issue the new owner a Permit on substantially similar terms and conditions, including date of expiration, as the prior Permit.
27. Administrative Fee. PacifiCorp reserves the right to charge permittee a reasonable, non-discriminatory, cost-based fee for PacifiCorp's costs of administering its permitting program for the Project.
28. Jury 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 permit. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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