

Date Issued: _____

By: _____

Clarkston Town Amphitheater Use Application

Please print: Date of Application: Aug 30, 2022 @ 7pm

Applicant's name (must be a person):

Tyler Mecha

Organization:

Clarkston 2nd Ward

Phone Number: 435-764-1445

Name of proposed event:

Ward Fireside

Attendance: ~ 100

Audience age range: Any

Event proposal (Describe in detail):

A guest speaker will be sharing his life/conversion
experience.

The Amphitheater will not be rented for events beyond the capacity of what the venue can handle or its' intended purpose.

Date Issued: _____

By: _____

Clarkston Town Amphitheater Use Application

Please print: Date of Application: August 20th 2022

Applicant's name (must be a person):

Brent Godfrey

Organization:

USU - YSA 18th Ward USU YSA 3rd Stake

Phone Number: 435-757-8841

Name of proposed event:

Sitka Fireside

Attendance: 200 people

Audience age range: 22 years old

Event proposal (Describe in detail):

an evening Fireside some time between 5 and 7 pm
that would last an hour long. we will have our speaker possibly
two and will provide our own speaking system.

The Amphitheater will not be rented for events beyond the capacity of what the venue can handle or its' intended purpose.

SITE NAME:
SITE NUMBER:
ATTY/DATE

Attachment A

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at _____ [INSERT COMMON ADDRESS] (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately _____ square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$_____, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at _____ [Address] or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a ____ foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of

the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. **INDEMNIFICATION.** Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. **INSURANCE.** The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. **INTERFERENCE.**

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (_____), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to

proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE: _____
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **DEFAULT.** It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written

notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. **REMEDIES.** In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. **ENVIRONMENTAL.** LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. **CASUALTY.** If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. **CONDEMNATION.** If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring

modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and

conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS

WITNESS

LESSOR:
By: _____
Its: _____
Date: _____

LESSEE:
By: _____
Its: _____
Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT "B"
SITE PLAN OF THE PREMISES

Attachment B

OLSON & HOGGAN, LLC

ATTORNEYS AT LAW

L. BRENT HOGGAN
MILES P. JENSEN
JAMES C. JENKINS
JEFFERY B. ADAIR**
KELLY J. SMITH*
JEREMY S. RAYMOND
SETH J. TAIT*
JACOB A. WATTERSON
BRADLEY N. MUMFORD*
J. CHAD WEST
CHASE M. MORRIS
—
CHARLES E. OLSON (1916-1979)

*also licensed in Idaho
**also licensed in Nevada

130 SOUTH MAIN, SUITE 200
P.O. BOX 525
LOGAN, UTAH 84323-0525
TELEPHONE (435) 752-1551
TOLL FREE (866) 752-1551
TELEFAX (435) 752-2295

—
TREMONTON OFFICE:
123 EAST MAIN
P.O. BOX 115
TREMONTON, UTAH 84337-0115
TELEPHONE (435) 257-3555
TELEFAX (435) 257-0965

E-MAIL oh@oh-pc.com
www.oh-pc.com

July 20, 2022

Via Email clarkstonmayor@clarkstonutah.gov

Clarkston City
Attn: Craig Hidalgo, Mayor

Dear Mayor Hidalgo,

Thank you for considering Olson & Hoggan, LLC (the "Firm") to serve as Prosecutor for the Clarkston. This letter will outline the terms and conditions of the proposed engagement of the Firm.

1. Scope of Engagement

This engagement is to serve as the Clarkston City Prosecutor. Unless otherwise authorized by the Mayor or City Administrator in writing, to avoid confusion and to protect the City and the Firm from any misunderstanding, the City will convey authorized matters for the Firm's review and the Firm will communicate to the City through the Mayor only.

2. Compensation

The Firm bills monthly for services performed under this letter agreement. The hourly rate for attorneys working on this service shall be at a reduced rate of \$150.00. This is for all attorneys in the Firm. Whenever legal work can be done more cost efficiently by paralegals or law clerks, this is done. Paralegals and law clerks are billed at \$85.00/hour. Only out-of-pocket costs actually incurred and paid by the Firm to third parties are billed in addition to the hourly rate. Occasionally if extensive online legal research is utilized, this will be billed to the City. Otherwise, all fees are included within the hourly rate.

The Firm bills on a monthly basis, usually by the 10th day of the following month, i.e. January's invoice is usually received on or before February 10th. The bill typically will detail the exact file number, the substance of the issue, and the nature of the work provided. Time will be accounted for in increments of one-tenth of an hour and invoices will reflect the time spent and a brief description of the services performed. All bills are due and payable within 30 days of the date appearing on the bill, and all accounts which are not paid in full within that time shall bear interest on the unpaid balance at 1.5% per month.

3. Advance Deposit/Retainer

No advanced retainer is required.

4. Termination

You may terminate our representation of the City at your discretion. To the extent permitted by the applicable rules of attorney conduct, we also reserve the right to terminate our representation of you at our discretion.

5. Conclusion

We value our relationship with you, and we look forward to working with you. If the terms and conditions of this letter are acceptable, please sign and return a copy to us for our files.

Very truly yours,

OLSON & HOGGAN, LLC



Kelly J. Smith
Attorney at Law

I hereby acknowledge that I have carefully read the foregoing letter and approve and accept all of the terms expressed therein.

CLARKSTON CITY

Dated: _____

Signed: _____
Craig Hidalgo, Mayor

ATTEST:

Dated: _____

Signed: _____, City Recorder

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
COURT							
10-42-220 PROSECUTOR							
553	CACHE COUNTY ATTORNEY	072722	COURT-LEGAL WORK- FY 4TH	07/27/2022	300.00	300.00	07/27/2022
Total COURT:					300.00	300.00	
ADMINISTRATION							
10-44-210 INSURANCE							
215	UTAH LOCAL GOVERNMENTS T	1599123	ANNUAL AUTO POLICY	07/01/2022	1,426.69	1,426.69	07/18/2022
215	UTAH LOCAL GOVERNMENTS T	1599124	ANNUAL LIABILITY POLICY	07/01/2022	13,266.00	13,266.00	07/18/2022
215	UTAH LOCAL GOVERNMENTS T	1599125	ANNUAL PROPERTY POLICY	07/01/2022	2,785.70	2,785.70	07/18/2022
10-44-220 MILEAGE							
440	KRISTI HIDALGO	072122	Mileage	07/21/2022	141.87	141.87	07/21/2022
10-44-240 OFFICE SUPPLIES & EXPENSE							
128	CASELLE, INC.	117738	ANNUAL SUPPORT FEE	07/01/2022	1,379.50	1,379.50	07/18/2022
10-44-250 EQUIPMENT - SUPPLY/MAINT							
657	ALLTECH	AT-25174	ANNUAL SUPPORT FEE	07/01/2022	3,000.00	3,000.00	07/18/2022
10-44-270 UTILITIES							
657	ALLTECH	ATD-25249	PHONE SERVICE - TOWN HALL	07/14/2022	36.48	36.48	07/18/2022
657	ALLTECH	ATD-25249	FAX SERVICE	07/14/2022	25.00	25.00	07/18/2022
246	COMCAST	063022	INTERNET	06/22/2022	70.59	70.59	07/18/2022
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	83.79	83.79	07/18/2022
10-44-280 PLANNING & ZONING							
680	HYDE PARK CITY	CL2022-02	BUILDING INSPECTIONS	06/30/2022	2,826.54	2,826.54	07/18/2022
622	STATE OF UTAH	071822	QUARTERLY BUILDING PERMIT	06/30/2022	30.90	30.90	07/18/2022
10-44-305 LEGAL/PROFESSIONAL							
184	OLSON & HOGGAN, PC	197505	LEGAL SERVICES- SUBDIVISIO	06/30/2022	612.50	612.50	07/18/2022
10-44-310 ENGINEERING							
207	SUNRISE ENGINEERING, INC.	0127256	SUBDIVISION ORDINANCE UPD	07/18/2022	2,986.25	2,986.25	07/27/2022
10-44-320 E911 FEES							
685	LOGAN CITY	072122	911 FEE	07/20/2022	819.00	819.00	07/21/2022
10-44-330 SANITATION COLLECTION FEES							
685	LOGAN CITY	072122	SANITATION	07/20/2022	5,171.60	5,171.60	07/21/2022
10-44-620 MISC SUPPLIES/SERVICES							
250	UMCA	071822	ANNUAL DUES	07/18/2022	90.00	90.00	07/18/2022
10-44-700 TOWN FUND RAISING							
185	PEPSI COLA OF OGDEN	7199455601	VENDING MACHINE POP	06/14/2022	364.40	364.40	07/18/2022
624	SWIRE COCA-COLA, USA-#4131	9919453112	VENDING MACHINE POP	06/30/2022	197.60	197.60	07/18/2022
Total ADMINISTRATION:					35,314.41	35,314.41	
FIRE & RESCUE							
10-53-240 FIRE SUPPLIES & EXPENSE							
869	CARDMEMBER SERVICE	072722	FIRE DEPT. PONY EXPRESS BR	07/14/2022	641.95	641.95	07/27/2022
10-53-270 FUEL/OIL & UTILITIES							
657	ALLTECH	ATD-25249	PHONE SERVICE - FIRE DEPT.	07/14/2022	36.48	36.48	07/18/2022
246	COMCAST	063022	INTERNET	06/22/2022	70.60	70.60	07/18/2022
234	R. L. MILLER ENTERPRISES IN	3582	Fuel Usage	06/24/2022	130.67	130.67	07/18/2022
234	R. L. MILLER ENTERPRISES IN	592	Fuel Usage	06/29/2022	165.37	165.37	07/18/2022
234	R. L. MILLER ENTERPRISES IN	9114	Fuel Usage	06/21/2022	33.53	33.53	07/18/2022
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	223.79	223.79	07/18/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE & RESCUE:					1,302.39	1,302.39	
ROADS & STREETS DEPARTMENT							
10-60-420 ROAD UTILITIES/STREET LIGHTS							
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	561.35	561.35	07/18/2022
10-60-730 ROAD IMPROVEMENTS							
468	CDC CONSTRUCTION	14-404A	ROAD REPAIR PREPARATION	07/01/2022	9,914.00	9,914.00	07/18/2022
Total ROADS & STREETS DEPARTMENT:					10,475.35	10,475.35	
PARKS & RECREATION							
10-70-250 PARK GENERAL							
855	JEREMY HIDALGO	071822	PARKS MISC.	07/18/2022	16.59	16.59	07/18/2022
175	LOWES	063022	PARKS MISC	06/25/2022	61.74	61.74	07/18/2022
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	26.88	26.88	07/18/2022
348	THE CLEAN SPOT	POS614	JANITORIAL SUPPLIES PARKS	06/21/2022	71.26	71.26	07/18/2022
10-70-420 SPORTS							
869	CARDMEMBER SERVICE	072722	VOLLEYBALL	07/14/2022	53.49	53.49	07/27/2022
10-70-440 PONY EXPRESS							
869	CARDMEMBER SERVICE	072722	PONY EXPRESS	07/14/2022	3,618.59	3,618.59	07/27/2022
10-70-800 CONTRACT SERVICES - MOWING							
848	DISTINCTIVE LANDSCAPE	4159	LAWN CARE	06/30/2022	315.00	315.00	07/18/2022
10-70-820 CIVIC CENTER UTILITIES							
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	56.41	56.41	07/18/2022
Total PARKS & RECREATION:					4,219.96	4,219.96	
Total GENERAL FUND:					51,612.11	51,612.11	
WATER FUND							
WATER DEPARTMENT							
51-81-230 WATER TRAVEL & TRAINING							
485	HOLLY JONES	072122	MILEAGE	07/21/2022	51.87	51.87	07/21/2022
51-81-240 OFFICE SUPPLIES & EXPENSE							
869	CARDMEMBER SERVICE	072722	CERTIFIED MAILINGS	07/14/2022	13.60	13.60	07/27/2022
128	CASELLE, INC.	117738	ANNUAL SUPPORT FEE	07/01/2022	1,379.50	1,379.50	07/18/2022
51-81-250 WATER DEPT EQUIP-SUPPLY/MAINT							
657	ALLTECH	AT-25174	ANNUAL SUPPORT FEE	07/01/2022	3,000.00	3,000.00	07/18/2022
850	METERWORKS	8271	NEPTUNE ANNUAL SOFTWARE	07/01/2022	2,500.00	2,500.00	07/18/2022
250	UMCA	071822	ANNUAL DUES	07/18/2022	90.00	90.00	07/18/2022
51-81-270 UTILITIES							
219	ROCKY MOUNTAIN POWER	071822	UTILITIES	07/13/2022	92.29	92.29	07/18/2022
51-81-350 CONTRACT SERVICES							
279	BLUE STAKES OF UTAH 811	UT202201504	CONTRACT SERVICES	06/30/2022	72.51	72.51	07/18/2022
51-81-370 WATER SAMPLING							
114	BEAR RIVER HEALTH DEPT.	221744	WATER SAMPLING	06/30/2022	20.00	20.00	07/18/2022
51-81-720 WATER SYSTEM REPAIRS & MAINT							
559	BAR M PLUMBING	1608	CEMETERY & PARK BACKFLO	06/30/2022	825.00	825.00	07/18/2022
Total WATER DEPARTMENT:					8,044.77	8,044.77	
Total WATER FUND:					8,044.77	8,044.77	
PERPETUAL CARE FUND							
PERPETUAL CARE DEPARTMENT							
71-40-710 MAINTENANCE							
855	JEREMY HIDALGO	071822	CEMETERY MISC.	07/18/2022	65.62	65.62	07/18/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
834	RANDY SMITH	072122	MILEAGE	07/21/2022	31.25	31.25	07/21/2022
71-40-810	MISC/IMPROVEMENTS						
869	CARDMEMBER SERVICE	072722	AMPHITHEATER SIGNS	07/14/2022	125.83	125.83	07/27/2022
Total PERPETUAL CARE DEPARTMENT:					222.70	222.70	
Total PERPETUAL CARE FUND:					222.70	222.70	
Grand Totals:					59,879.58	59,879.58	

Dated: August 2, 2022Mayor: N. Craig HidalgoCity Council: McClatchyHyatt StarnettCarrollCity Recorder: Kristi Hidalgo

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.