

RMP-1

(UT Nov2017-NoRfnd)

Account #:83362265 001  
Service ID #:823438164 003

Landon Lucero  
C/C: 11461  
Request #: 6492129  
Contract #:

**MULTI FAMILY UNITS CONTRACT**  
between  
**ROCKY MOUNTAIN POWER**  
and  
**W MICHAEL SESSIONS**

This Multi Family Units Contract ("Contract"), dated May 24, 2018 is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and W MICHAEL SESSIONS ("Customer"), for an electrical Distribution System for Customer's development to be known as Duplex (the "Development"); located at or near 4587 S 1150 W Rivedale, Utah, for 2 residential units within the Development.

Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated into this contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedules and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide, within the Development, 120/240 volt, single-phase electric service, to 2 residences at Company approved metering locations, and 120/240 volt, single-phase secondary junction points for 0 residential units.
2. **Extension Costs.** Company agrees to invest \$2,200.00 (the "Extension Allowance") in improvements (the "Improvements") related to the Distribution System, and Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). The Extension Allowance consists of the following:
  - a) A residential allowance of \$1100 for 2 residences to pre-approved metering locations, which will be energized at the time the electrical distribution system is installed.
  - b) A residential allowance of \$750 for 0 residential units with just secondary voltage junction points in the current design.

The Customer Advance is \$4,637.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. The balance due is \$4,637.00.

3. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;
  - c) Comply, and pay for any costs necessary to comply, with all of Company's tariffs, procedures, specifications and requirements; and,

EXHIBIT	1
WIT:	RMP
DATE:	2-13-20
ADVANCED REPORTING SOLUTIONS	

ORIGINAL

- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company.
4. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads and other equipment foundations, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;
- b) Install and maintain property lines and survey stakes;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way.

If any change in grade, property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost. The provisions of this paragraph 4 shall survive the termination of this Contract.

5. **Effective.** This Contract will expire unless Customer:
- a) Signs and return an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of the Contract; and
  - b) Is ready to receive service within one-hundred fifty (150) days of the Customer signature date at the end of this Contract.

6. **Special Provisions:** None

7. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and

right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

8. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
9. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
10. **Assignment.** Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
11. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
12. **Waiver of Jury Trial.** **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 CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

**W MICHAEL SESSIONS**

By *W. Michael Sessions*  
signature  
W. Michael Sessions Owner  
NAME (type or print legibly) TITLE  
6/20/18  
DATE

**ROCKY MOUNTAIN POWER**

By *Karl Sewell*  
signature  
Karl Sewell Manager  
NAME (type or print legibly) TITLE  
6-20-2018  
DATE

Customer's Mailing Address for Executed Contract

W Michael Sessions  
ATTENTION OF  
3800 S 1900 W TRLR 121  
ADDRESS  
Roy, UT 84067  
CITY, STATE, ZIP  
Wmsessions@aol.com  
EMAIL ADDRESS

*Paid because I need power,  
not because I agree with  
amount required.*

Rocky Mountain Power's Mailing Address for Executed Contract

1438 W 2550 S  
ADDRESS  
Ogden, UT 84401  
CITY, STATE, ZIP  
EMAIL ADDRESS