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Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

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| Application of Rocky Mountain Power to Amend its Certificated Service Area | Docket No. 25-035-35 |
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VERIFIED APPLICATION TO AMEND CERTIFICATED SERVICE AREA

Applicant Rocky Mountain Power (“RMP”) hereby applies to the Commission for a boundary change to its certificated service area. RMP is an unincorporated division of PacifiCorp, an Oregon corporation, that provides electric service in the states of Utah, Wyoming, and Idaho. RMP is a public utility in the state of Utah and is subject to the Commission’s jurisdiction with respect to its process and terms of electric service to retail customers in Utah.

RMP’s original Certificate of Public Convenience and Necessity (“RMP CPCN”) No. 2059, was granted on October 1, 1981.¹ RMP hereby requests that the Commission amend its current certificated service territory as set forth herein. Garkane Energy Cooperative, Inc. (“Garkane”) is filing a corresponding application in conjunction with this filing in Docket No. 25-028-04.

¹ A copy of the RMP CPCN is attached hereto as Exhibit A.

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Garkane provides retail electric service to Hildale City, Utah pursuant to a 30-year Franchise Agreement executed in 2009.² Hildale City recently annexed an approximately 2,205 acre area adjacent to what had previously been its western boundary (“Annexed Area”).³ The eastern half of the Annexed Area is within Garkane’s certificated service area. The western half of the Annexed Area is within RMP’s service area and, at the time of the annexation, RMP served irrigation customers in that portion of the Annexed Area. In connection with the annexation, Hildale City officials approached Garkane to request that it continue to serve all customers in Hildale City, including all customers in the Annexed Area. Garkane approached RMP about this matter and the parties subsequently entered into an Asset Purchase Agreement pursuant to which RMP sold its distribution assets providing service to customers in the western half of the Annexed Area to Garkane.⁴ Garkane has paid to RMP the full costs associated with the transfer of assets at issue in the Asset Purchase Agreement.

This Application requests that the Commission amend RMP’s certificated service territory to exclude the western portions of the Annexed Area from the RMP CPCN. The amendment requested herein is necessary to align RMP’s certificated service area to exclude the Annexed Area from the RMP CPCN. Garkane does not object to the amendment. The amendment is in the public interest.

² A copy of the Franchise Agreement is attached as Exhibit B. Garkane provided retail electric service in Hildale City until 1994, when Hildale City purchased the Garkane distribution network and operated its own municipal electric utility until 2009, when Garkane purchased the distribution facilities and resumed service pursuant to the Franchise Agreement. *See* Docket Nos. 09-028-01 & -03.

³ Documents depicting the annexed area are attached as Exhibit C.

⁴ A copy of the Asset Purchase Agreement between RMP and Garkane is attached as Exhibit D.

Informal Adjudication

RMP anticipates and represents that this matter is expected to be unopposed and uncontested. Pursuant to Rule R746-110-1 of the Utah Administrative Code, RMP hereby requests Informal Adjudication of this Application. This Application is supported by the sworn statements in this Verified Application and true and correct copies of the documents attached hereto. Pursuant to R746-110-2, and for good cause shown, RMP respectfully requests entry of a final Commission order approving the amendment.

Conclusion

Based on the foregoing, RMP respectfully requests that the Commission adjudicate this matter informally and approve the amendments to RMP's certificated service area described herein.

DATED this 21st day of May 2025.

Respectfully submitted,

By:  _____

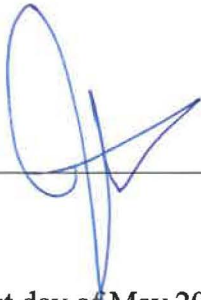
John Hutchings
ROCKY MOUNTAIN POWER

Attorney for Rocky Mountain Power

VERIFICATION

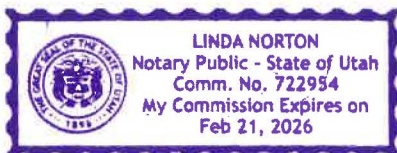
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The undersigned, John Hutchings, being first duly sworn upon oath, deposes and states that he is the Attorney for Rocky Mountain Power the Applicant in this proceeding, that he has read the foregoing Application and is familiar with the transactions referred to herein and the documents attached hereto, and that, to the best of his knowledge, information and belief, the statements therein are all true and accurate.



Subscribed and sworn to before me this 21st day of May 2025.

[Seal]





Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Application was served by email this 21st day of May 2025, upon the following:

ROCKY MOUNTAIN POWER

| | |
|----------------|-------------------------------|
| John Hutchings | John.Hutchings@PacifiCorp.com |
| Jana Saba | Jana.Saba@pacificorp.com |
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DIVISION OF PUBLIC UTILITIES

| | |
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| Madison Galt | mgalt@utah.gov |
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OFFICE OF CONSUMER SERVICES

| | |
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| Michele Beck | mbeck@utah.gov |
| Robert Moore | rmoore@agutah.gov |
| | ocs@utah.gov |



John Hutchings
ROCKY MOUNTAIN POWER

Exhibit A

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Applica-)
tion of CP NATIONAL CORPORA-) CASE NOS. 80-023-01
TION and UTAH POWER & LIGHT) 80-035-02
COMPANY for the sale and)
purchase of the public) ORDER
utility electric business)
of CP National for service) CERTIFICATE OF CONVENIENCE
in Washington, Iron, and) AND NECESSITY NO. 2059
Kane Counties.)

By the Commission:

On the 4th of June 1981, the Commission issued its Report and Order in the above-entitled case approving the acquisition by Utah Power & Light Company of the CP National Corporation properties located in Southern Utah. In that Order, we required that approval then pending by the Federal Energy Regulatory Commission and the closing of the transaction be reported to this Commission after which a further order would be issued with regard to the transfer of the Certificate of Convenience and Necessity.

On October 9, 1981, Utah Power filed with the Commission its report as to all matters required in the Order issued on June 4, 1981 and based upon our finding that the parties have now fully complied with the reporting requirements contained therein, we, therefore, make and enter the following:

ORDER

IT IS THEREFORE ORDERED:

1. Certificate of Convenience and Necessity No. 1700 issued to CP National Corporation on July 17, 1970, in Case No. 4585, Sub 3, is hereby cancelled and CP National is relieved of all its public service obligation in the State of Utah under said Certificate, except as to any matter under the jurisdiction of this Commission that may currently be pending or that may arise out of its public service obligation pursuant to Certificate No. 1700 unless Utah Power & Light assumes the obligation therefore and the Commission gives its approval for such assumption.

2. Certificate of Convenience and Necessity No. 2059 is hereby issued to Utah Power & Light Company which certificate confers upon Utah Power all of the powers, rights, and privileges previously possessed by CP National under Certificate No. 1700.

3. Utah Power shall henceforth assume and perform the public utility obligations theretofore provided by CP National, consistent with the issuance of Certificate No. 2059 herein.

4. Electric service shall be provided in accordance with Utah Power's state-wide rates and tariffs currently in effect in the State of Utah.

DATED at Salt Lake City, Utah, this 1st day of October, 1981.

/s/ Milly O. Bernard, Chairman

(SEAL)

/s/ David R. Irvine, Commissioner

/s/ Brent H. Cameron, Commissioner

Attest:

/s/ David L. Stott, Secretary

Exhibit B

HILDALE, UTAH

ORDINANCE NO. 06-09-1

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE TO
GARKANE ENERGY COOPERATIVE, INC.

WHEREAS, Garkane Energy Cooperative, Inc. (the "Company") has offered to purchase from Hildale City (the "City") and the City has agreed to sell to Garkane, substantially all of the City's electric distribution utility system and transmission system (the "Sale"); and

WHEREAS, as a condition of the Sale, the Company desires to receive from the City an exclusive contractual franchise to operate an electric distribution and transmission system within the corporate limits of the City, as such limits may be modified through annexation from time to time; and

WHEREAS, the City Council of Hildale, Utah desires to grant to Garkane Energy Cooperative, Inc. such a franchise on terms and conditions set forth in this ordinance; and

THE CITY COUNCIL OF HILDALE, UTAH HEREBY ORDAINS AS FOLLOWS:

1. Short Title. This ordinance shall be known and may be cited as the "Garkane Electric Distribution Franchise Ordinance."
2. Definitions. For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein.
 - a. "City" is the city of Hildale, Utah.
 - b. "Company" is Garkane Energy Cooperative, Inc., a Utah corporation, the grantee of rights under this Franchise, and its successors and assigns.
 - c. "Council" is the City Council of Hildale, Utah.
 - d. "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
 - e. "Prudent Utility Practice" is any of the practices, methods and acts, as changed from time to time, engaged in or approved by a significant portion of the electric utility industry to operate electrical equipment lawfully and in a safe, dependable, efficient and economic manner, or any practices, methods and acts which, in the exercise of reasonable judgment in the light of the known facts, could be expected to accomplish the desired result at reasonable costs and consistent with reliability, safety and expedition and the requirements of governmental agencies having jurisdiction. Prudent Utility Practices are not intended to be limited either to the optimum or least costly practice, method or act to the exclusion of all others, but rather to be a range of reasonable practices, methods or acts.

- f. "Franchise" is the right, authority, and contractual undertakings granted to the Company in Section 4 and 5.
 - g. "Franchise Area" is all of the area currently within the corporate limits of the City and any area annexed into the corporate limits of the City during the term of this Franchise.
 - h. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- 3. Purpose and Effect. The Purpose of this ordinance is to provide authority to the Company to use City streets, roads, alleys and other public ways within the Franchise Area and to set forth the terms of the agreement between the City and the Company for the grant of an exclusive contractual franchise to the Company for the purpose of distributing retail electrical power and energy to residents, businesses, and Persons located within the Franchise Area. By filing acceptance as provided in Section 15, the Company accepts all of the terms of this ordinance and agrees to comply with, and be bound by, all of the terms hereof, whereupon the Company and the City shall be bound contractually to the terms of the Franchise granted hereby.
- 4. Grant of Authority. There is hereby granted by the City to the Company the right and privilege to do the following:
 - a. Construct, erect, relocate, upgrade, operate and maintain in, upon, along, across, above, over and under streets, roads, alleys and other public ways now laid out or dedicated, and all extensions, additions, improvements or upgrades thereof in the Franchise Area. Poles, wires, cables, underground conduits, manholes and other electric fixtures necessary or proper for the construction, maintenance and operation in the Franchise Area of an electric distribution and transmission system, and such other services as are generally provided to members of the Company, including any and all wires and associated equipment connected therewith.
 - b. Supply, sell, distribute and furnish electrical power and energy, associated services, and such other incidental electrical services as generally are provided or offered to the members of the Company at retail in the Franchise Area.
 - c. Provide such additional services, perform or make such additional improvements, and construct such additional facilities as may from time to time be required by applicable federal, state, or local law with respect to any activities of the Company within the Franchise Area related to its electric distribution and transmission system.
- 5. Exclusive Franchise. This Franchise is an exclusive franchise to the extent that the Company has been granted an exclusive certificate by the Utah Public Service Commission to service any part or all of the Franchise Area and for so long as such exclusive certificate remains in full force and effect. The City will not grant a franchise in the Franchise Area to any other Person in that same business. Notwithstanding the foregoing, this Franchise shall be non-exclusive as to all services other than constructing, maintaining and operating an electric distribution and transmission system in all portions

of the Franchise Area. The City shall not directly or indirectly, during the term of the Franchise, undertake in any manner to sell, supply, distribute or furnish electric power and energy for retail for end use consumption to any Person located within the Franchise Area, except as required by federal or state statute; provided that the City shall not exercise any option it may have under such statutes in a way that would have the effect of nullifying its commitment under this provision, if it can reasonably avoid doing so in a manner consistent with its obligations to its citizens.

6. Compliance with Applicable Laws and Ordinances. The Company shall, at all times during the term of this Franchise, be subject to and shall comply with all lawful exercise of the police power by the City, such lawful regulation of general and non-discriminatory application as the City shall from time to time by resolution or ordinance provided, and all rules and regulations of any other governing authority having jurisdiction. The Company shall, at all times during the term of this Franchise, furnish and supply electric power and energy to residents of the City within the Franchise Area in such a manner as shall be reasonably calculated to satisfy any legal obligation of the City to provide for such utility service within the corporate limits of the City. Company will construct facilities to the Rural Utility Service (formerly REA) standard and specifications and to the requirements of the National Electrical Safety Code (NESC), which are acceptable to City. In particular, the Company represents and warrants that it shall use its best efforts to upgrade and maintain its electric distribution system in the Franchise Area as necessary to provide retail electric service to its members located within the Franchise Area that is similar in quality and reliability to the service that other members of the Company receive, , except as may be otherwise agreed between the Company and the City. Taxes and fees imposed on the Company by the City shall not be included in such service rate comparison. In particular, the Company shall comply with the requirements set forth in APPENDIX B with respect to the construction, installation, maintenance, repair and replacement of its electric transmission and distribution facilities within the Franchise Area.

Furthermore, the Company shall notify the City no less than 10 days in advance of any capital expenditures in excess of \$100,000 that it intends to make during any calendar quarter on repairs, replacements or upgrades of its distribution facilities in the Franchise Area after a notice of termination of this Franchise has been given in accordance with Section 12.

The Company shall follow Prudent Utility Practice in maintaining and making capital expenditures in the repair and replacements or upgrades of the distribution facilities in the Franchise Area. Company shall maintain emergency repair service available to City customers on a twenty-four (24) hour per day, seven (7) days per week basis. Such emergency service shall be available on a 24 hour basis..

Company shall establish an office for receipt of payment and customer service in Hildale or Colorado City for a minimum period of three years from the effective date of this agreement. Continuation of the office after the initial period shall be at the discretion of Company.

7. Fees, Taxes and Assessments. The Company shall pay any Franchise fees, lawful taxes, other fees, charges or assessments adopted by the City from time to time during the term of this Franchise, including without limitation any Municipal Energy Sales and Use Tax levied and collected by or on behalf of the City pursuant to Utah Code Section 10-1-301

et seq. on the delivered value of electric power and energy sold by the Company to members and customers within the Franchise Area. The Company may include any such taxes, fees, charges and assessments in its rates or bills to the customers in the Franchise Area.

8. Rights-of-Way. As part of the Franchise granted pursuant to Section 4 and 5, the City also grants to the Company a license to use all electric rights-of-way owned by the City across private property.
9. Company Liability – Indemnification. The City shall not be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Company of its transmission or distribution facilities. The acceptance of this Franchise shall be deemed an agreement on the part of the Company to indemnify the City and hold it harmless against any and all liability, loss, cost, damage and expense (including, without limitation, attorneys' fees) which may accrue to the City by reason of the negligence, fault or misconduct of the Company, its agents or employees, or violation of any applicable environmental regulations or standards, in the construction, operation, maintenance or removal and disposal of the Company's transmission and distribution facilities under this Franchise, provided however, that nothing herein shall expand or otherwise set forth in or pursuant to applicable law.
10. Assignment or Transfer. This Franchise and the rights hereunder are non-transferable and non-assignable, except as such assignment or transfer is approved by the City in writing.
11. City Rights in Franchise Area. Notwithstanding anything to the contrary herein, the City shall have the following rights to use the Company's system within the corporate limits of the City:
 - a. Use of System by City. The City shall have the right, during the term of this Franchise, free of charge, where aerial construction exists, of maintaining upon the poles of the Company within the City limits wire and pole fixtures necessary for a police, fire alarm and communication system, for the City's own municipal use, for City employees or municipal facilities, such wires and fixtures to be constructed and maintained to the satisfaction of the Company and in accordance with its specifications. All such construction and maintenance must be in conformance to Rural Utility Services, National Electrical Safety Code, and Garkane's requirements. The City will be responsible for any cost associated with modifications, upgrades, extensions, or replacements of the Company's facilities necessary to accommodate the City's facilities.
 - i. Compliance with Company Rule. The City in its use and maintenance of such wires and fixtures shall at all times comply with the rules and regulations of the Company so that there may be a minimum danger of contact or conflict between the wires and fixtures of the Company and the wires and fixtures by the City.
 - ii. Liability. The City shall be solely responsible for all damage to Persons or property arising out of the construction or maintenance of said wires and fixtures authorized by this Paragraph (a) and shall indemnify and save the Company harmless from all claims and demands whatsoever arising out of

the attachment, maintenance, use, change or removal of said wires and fixtures. In case of rearrangement of the of the Company plant or removal of poles or fixtures, the City shall indemnify and save the Company harmless from any damage to Persons or property arising out of the removal or construction of the City's wires or other fixtures. The City shall be solely responsible for the cost of relocating, maintaining, and operating any wire or fixtures authorized by this Paragraph (a). Notwithstanding anything to the contrary in this Paragraph (a), in no event shall the City be responsible for or have any obligation to indemnify or save harmless any Person for damage, destruction or other loss to the extent that such loss is the result of any negligence on the part of the Company or its agents or employees.

- b. Supervision and Inspection of Company System. The City shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise and to make such inspections as it shall find necessary to insure compliance with governing ordinances. The Company shall correct any construction or installation found by the City not to be in compliance with this Franchise or other applicable ordinances. Nothing herein shall create any obligation of the City to the Company or any third party, or give rise to a claim for failure to supervise or inspect or to a claim for improper inspection, supervision direction.
12. Procedure after Termination or Revocation. Upon the revocation of this Franchise, or at the end of the term of this Franchise, all rights, duties, and obligations or undertakings of the Company under this Franchise shall terminate. The City shall have the right to determine whether the Company may continue to operate and maintain its electric distribution and transmission system within the Franchise Area pending the decision of the City as to the Future maintenance and operation of the Company's electric distribution and Company to remove any portion of its system or to cease providing service to any part of the Franchise Area, then absent a written agreement between the City and the Company, the City shall be deemed to have directed removal of the system from the entire Franchise Area at that time. In the event the City shall so direct in writing, the Company shall remove all of its poles, wires, cables, underground conduit, manholes and other electric fixtures, and shall restore the streets and other premises from which they are removed. The City shall reasonably cooperate with and not interfere in the Company's right to remove its property, plant and equipment. Nothing in this paragraph shall be deemed or decreed to be consent by the Company to the City's use of the Company's poles, wires and other facilities to provide electrical service to citizens of the City.
13. Inspection Obligation. The right of the City to supervise and/or inspect the work or facilities of the Company shall impose no obligation upon the City to discover or correct any defects in the work or facilities of the Company.
14. Records and Reports. During the term of the Franchise, the City shall have access at all reasonable hours to all the Company's , financial, and statistical, records relating to the properties and the operation of the Company within the Franchise Area. The Company shall provide to the City within 60 days after the end of each year an annual summary report, which summary report shall be certified by the duly elected President or Chief Financial Officer of the Company, showing the gross revenues received by the Company from its operations within the City during the prior year and such other information as the

City shall request with respect to properties and expenses related to the Company's service within the City.

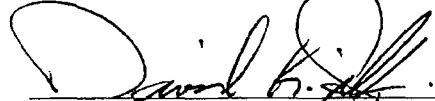
15. Effective Date and Term. The Franchise shall take effect when the Company executes this ordinance in the space below and delivers the executed ordinance to the City Recorder and upon the final closing of the Company's acquisition of the Twin Cities System (contingent of the full, complete, and permanent release and discharge of the City from any and all debts, liabilities, obligations or claims of any kind or nature whatsoever by or through Colorado City and/or the bondholders.) The Franchise shall continue in force and effect for a term of thirty (30) years after the effective date, unless sooner terminated as provided herein.
16. Forfeiture. In the event the Company fails to comply with any of the provisions of this Franchise and that failure continues for a period of thirty (30) days after written notice by the City to Company, all rights of the Company under this Franchise may be terminated by the City upon written notice of termination, and the term of the Franchise shall thereupon cease.
17. Revocation and Replacement. By its adoption of this Franchise, the City hereby repeals and replaces conflicting ordinances.
18. Notice. All notices required to be given in writing under this ordinance shall be deemed to be given when a registered or certified mail is received by a party addressed as follows:

Hildale City: City Recorder's Office
Hildale City
P O Box 840490
Hildale, UT 84784-0490

Garkane: General Manager
Garkane Energy
1802 South Highway 89A
Kanab, UT 84741

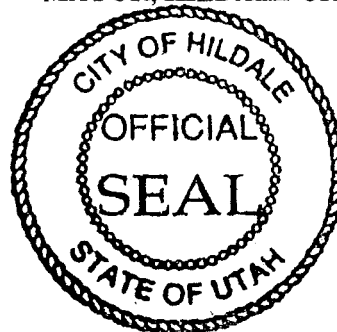
PASSED the 22nd day of June, 2009

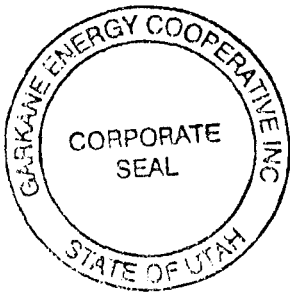
CERTIFIED AND ACCEPTED:


MAYOR, HILDALE CITY

ATTEST:


CITY RECORDER





ACCEPTED:
GARKANE ENERGY COOPERATIVE, INC.

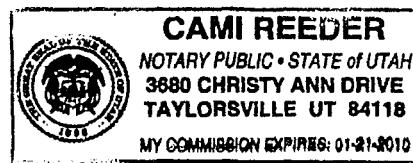
By: *Carl R. Reeder*

Title: CEO

ATTEST:

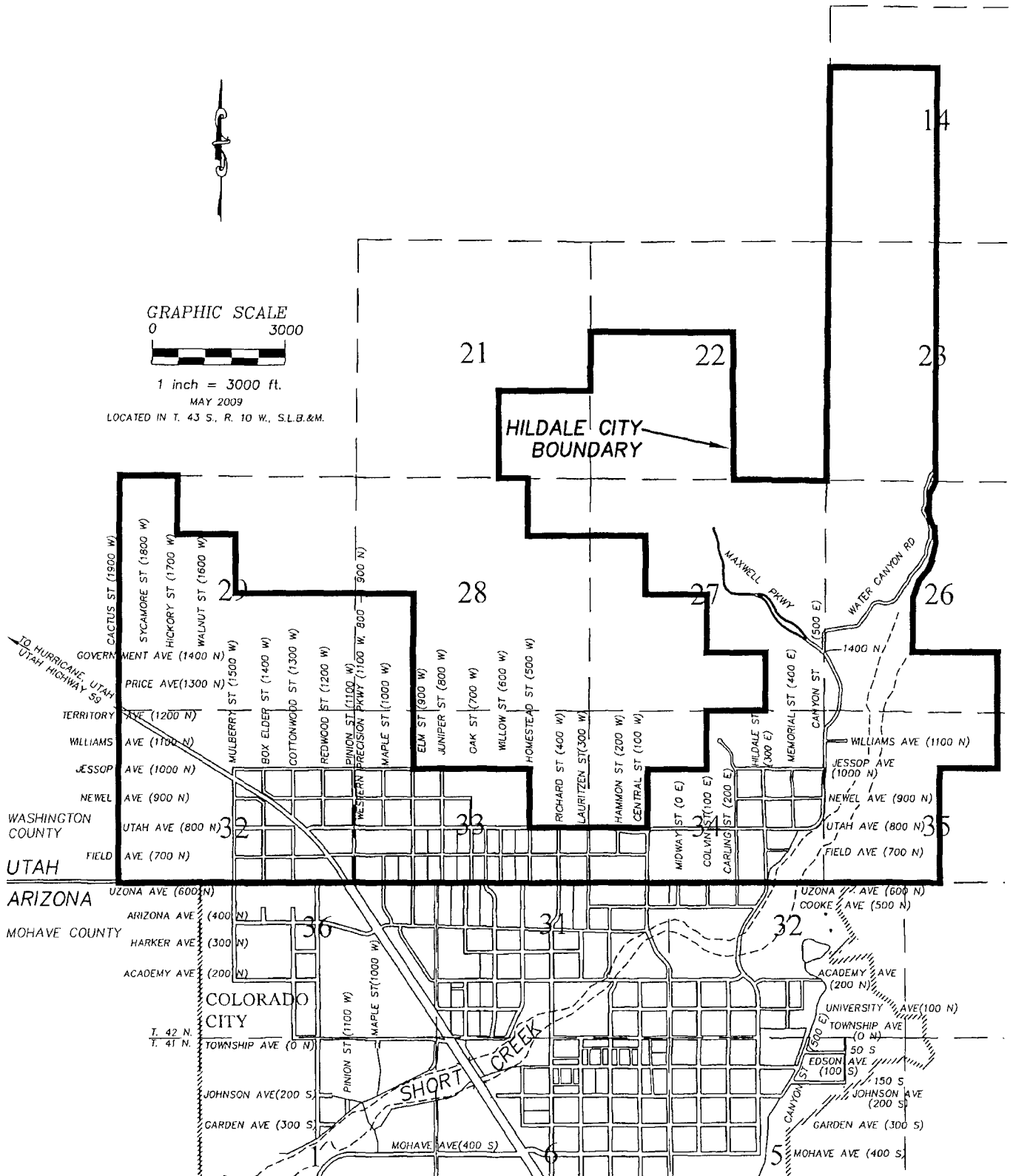
Cami Reeder
~~SECRETARY~~ *Notary Public*

Date accepted: June 24, 2009



APPENDIX A
MAP OF HILDALE CITY

HILDALE CITY, UTAH



**CORPORATE LIMITS
OF THE
CITY OF HILDALE, UTAH**

May 22, 2009

Description

The following described parcels located in Township 43 South, Range 10 West, Salt Lake Base and Meridian:

- Section 14: The southwest quarter; the south half of the northwest quarter.
- Section 21: The southeast quarter of the southeast quarter; the east half of the southwest quarter of the southeast quarter; the south half of the northeast quarter of the southeast quarter; the southeast quarter of the northwest quarter of the southeast quarter.
- Section 22: The southwest quarter; the west half of the west half of the southeast quarter; the southwest quarter of the southwest quarter of the northeast quarter; the south half of the south half of the northwest quarter.
- Section 23: The west half.
- Section 26: The southwest quarter of the southeast quarter; The southeast quarter of the southwest quarter; The southwest quarter of the southwest quarter; The northwest quarter of the southwest quarter; The west half of the northeast quarter of the southwest quarter; ALSO: Beginning at the west quarter corner of Section 26, THENCE North 89°59'22" East 1,980.00 feet along the quarter-section line; thence North 19°15'22" East 420.44 feet; thence North 39°36'11" East 286.87 feet; thence North 25°30'09" East 253.13 feet; thence North 43°09'10" West 18.49 feet; thence North 13°59'47" East 409.10 feet; thence North 06°13'06" West 355.00 feet; thence North 77°50'48" West 30.11 feet; thence North 25°33'48" West 179.49 feet; thence North 10°33'08" West 151.31 feet; thence North 01°00'47" East 428.37 feet; thence North 25°30'50" East 315.50 feet to a point on the north line of said Section 26; thence West 2,468.00 feet along said section line to the northwest corner of said Section 26; thence South 00°01' East 2,640.18 feet along the section line to the POINT OF BEGINNING, CONTAINING approximately 141 acres.
- Section 27: The north half of the northwest quarter; the southeast quarter of the northwest quarter; the northeast quarter; the north half of the southeast quarter; the southeast quarter of the southeast quarter.
- Section 28: The northeast quarter of the northeast quarter; the west half of the southwest quarter.
- Section 29: The south half; the south half of the northwest quarter; the northwest quarter of the northwest quarter.
- Section 32: The entire section.

- Section 33: The south half of the northwest quarter; the northwest quarter of the northwest quarter; the southwest quarter of the northeast quarter; Sectional Lots 1, 2, 3, and 4.
- Section 34: The northeast quarter; the southeast quarter of the northwest quarter; Sectional Lots 1, 2, 3, and 4.
- Section 35: The west half; the northwest quarter of the northeast quarter.

TOTALLING ROUGHLY 3500 ACRES.

APPENDIX B

PHYSICAL REQUIREMENTS

(a) **Use.** Before constructing any facilities in the streets, roads, alleys, and other public ways and places of the City for non-emergency construction, the Company shall apply for and obtain from the City such permit or permits as are required by the City for work in the public rights of way and shall secure written approval of the location of such facilities from the City. The City, except in an emergency, shall provide such written approval within 14 days of any such construction request except the City shall state reasons for withholding such approval in writing, which reasons may not be arbitrary or unreasonable. All transmission and distribution structures, lines and equipment erected by the Company within the City shall be erected and placed in accordance with applicable safety codes and regulations and shall be so located as to cause minimum interference with the proper use of streets, roads, alleys, and other public ways and places, to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, roads, alleys, or other public ways and places. The Company shall not cause any interference with or damage to the water lines, sewers, gas lines, fiber lines, conduits or other property of the City or the property of any other utility in the City, provided such facilities are adequately marked or located by the owner of such facilities.

(b) **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore all paving, sidewalk, drive or surface of any street or alley disturbed in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of two (2) years. If the Company fails to so make and maintain the restoration, the City may perform the necessary work and the Company shall reimburse the City for the cost thereof.

(c) **Relocation.** In the event that, at any time during the period of this Franchise, the City shall lawfully elect to alter, or change the grade of, any street, alley or other public way, the Company upon reasonable notice by the City shall remove and relocate the Company's poles, wires, cables and other fixtures at the City's expense of Company's actual costs. If Company decides to upgrade the relocated facility due to actions of the City, Company will credit City for the difference in costs between the upgraded facility and the original facility. In the event that Company elects to relocate or upgrade a facility then Company will relocate facilities at Company's expense.

(d) **Temporary Removal of Wire for Building Moving.** The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The person requesting the same shall pay the expense of such temporary removal, raising or lowering of wires, and the Company shall have the authority to require such payment in advance. In addition, the Company may require not less than forty-eight hours advance notice to arrange for such temporary wire changes. Any cutting, removing and adjusting of wires and poles shall be done at such time of the day or night as will least interfere with the public use of the Company's electric service.

(e) **Tree Trimming.** The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company; provided that the Company shall promptly remove and dispose of all branches and leaves cut pursuant to this authority. All trimming shall be at the expense of the Company.

(f) **Poles.** All poles shall be set in straight lines so far as reasonably practicable. All abandoned poles shall be removed as soon as the use thereof is discontinued.

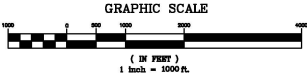
(g) **Environmental Compliance.** The Company shall be solely responsible for compliance with all applicable environmental protection regulations and requirements relating to its activities and facilities in the Franchise Area.

(h) **Maps of Distribution System.** Upon reasonable request, Company shall provide to the City, on a project specific basis, information indicating the horizontal location, in compliance with One-Call regulation, relative to the boundaries of the right-of-way, of all equipment which it owns or over which it has control and which is located in the project right-of-way. Mapping information provided to the City by the Company shall be for the exclusive use of the City in administering the use and occupancy of the public rights-of-way within the City.

Exhibit C

Hildale West Annexation

Located in Sections 25 & 36, T.43 S., R.11 W., S.L.B. & M.
and Sections 30 & 31, T.43 S., R.10 W., S.L.B. & M.
Hildale City, Washington County, Utah
2021



LEGEND

- PROPOSED ANNEXATION BOUNDARY
- SECTION LINE
- PROPOSED ANNEXATION BOUNDARY

NOTES

- THE PURPOSE OF THIS PLAT IS TO ANNEX THE PROPERTY DESCRIBED HEREIN INTO THE CORPORATE BOUNDARY OF HILDAL CITY, UTAH.
- ALL OF THE BEARINGS AND DISTANCES SHOWN HEREON WERE TAKEN FROM THE FOLLOWING: (SECTIONS 25 AND 36) THE OFFICIAL G.L.D. PLAT OF TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, DATED JUNE 9, 1910, (SECTIONS 30 AND 31) THE OFFICIAL G.L.D. PLAT OF TOWNSHIP 43 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN, DATED MAY 10, 1911 AND THE OFFICIAL G.L.D. PLAT OF TOWNSHIP 43 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN, DATED APRIL 10, 1906.
- BASES OF BEARINGS USED HEREON WERE BASES ON THE OFFICIAL G.L.D. PLAT OF TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, DATED JUNE 9, 1910, BEING WEST BETWEEN THE SOUTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 36, T.43 S., R.11 W., S.L.B. & M.
- NO FIELD SURVEY OF THE BELOW DESCRIBED PARCELS WAS MADE.

SECTION 25 ANNEXATION BOUNDARY DESCRIPTION

ALL OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN,
CONTAINING 636.53 ACRES MORE OR LESS.

SECTION 36 ANNEXATION BOUNDARY DESCRIPTION

ALL OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN,
CONTAINING 471.73 ACRES MORE OR LESS.

SECTION 30 ANNEXATION BOUNDARY DESCRIPTION

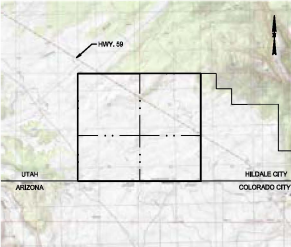
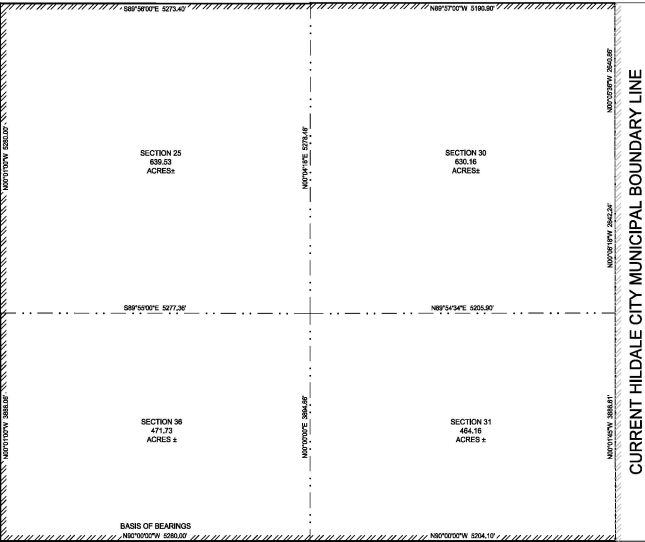
ALL OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN,
CONTAINING 630.16 ACRES MORE OR LESS.

SECTION 31 ANNEXATION BOUNDARY DESCRIPTION

ALL OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN,
CONTAINING 454.16 ACRES MORE OR LESS.

TOTAL AREA TO BE ANNEXED

2203.58 ACRES MORE OR LESS.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, MARTIN G. PIERCE, A REGISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #5581193, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION, I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY SURVEYED TO THE BEST OF MY KNOWLEDGE.



MARTIN G. PIERCE, L.S. #5581193

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, HILDAL CITY, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF HILDAL AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREIN. ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1983) 10-5-1 AS AMENDED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREIN AS "HILDAL WEST" ANNEXATION.

ACCEPTED THIS _____ DAY OF _____, A.D. 20____.

MAYOR _____ COUNCIL MEMBER _____

COUNCIL MEMBER _____ COUNCIL MEMBER _____

COUNCIL MEMBER _____ COUNCIL MEMBER _____

ATTEST _____ CITY RECORDER



RECORDER'S SEAL

ATTEST _____ COUNTY TREASURER

ATTEST _____ COUNTY RECORDER



RECORDER'S SEAL

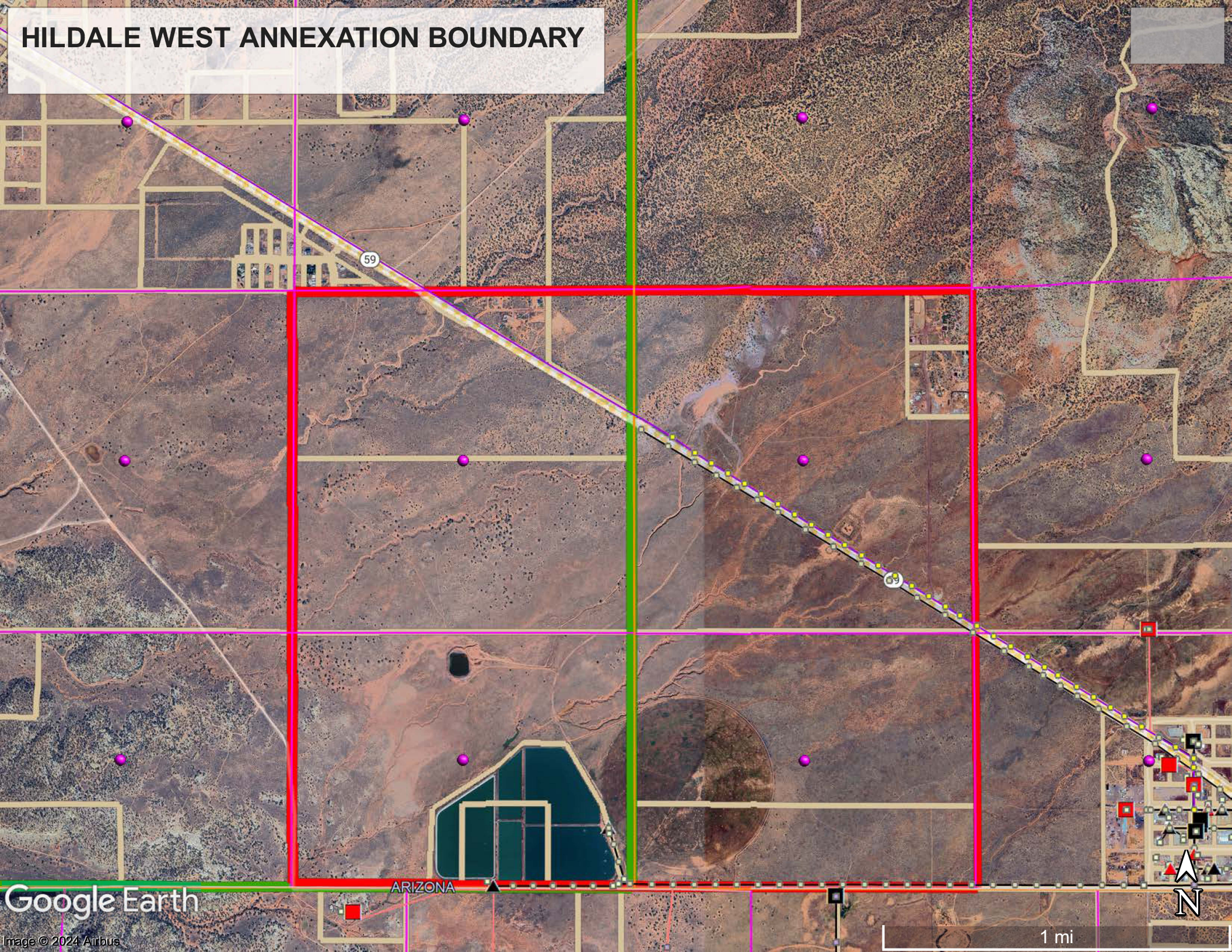
PREPARED BY:

Jones & DeMille Engineering, Inc.
CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL
- infrastructure professionals -
1,800.748.5275 www.jonesanddemille.com

PROJECT NUMBER: 2109-069 FILE NAME: h:\dpmg\2109-069\dpmg\2109-069 annexation plat.dwg
DRAWN BY: MP UPDATED: 10/22/21 PLOTTED: 10/22/21

Hildale West Annexation
Hildale City,
Washington County, Utah

HILDALE WEST ANNEXATION BOUNDARY



PROPOSED ANNEXATION AREA MAP
(for visual reference purposes only)

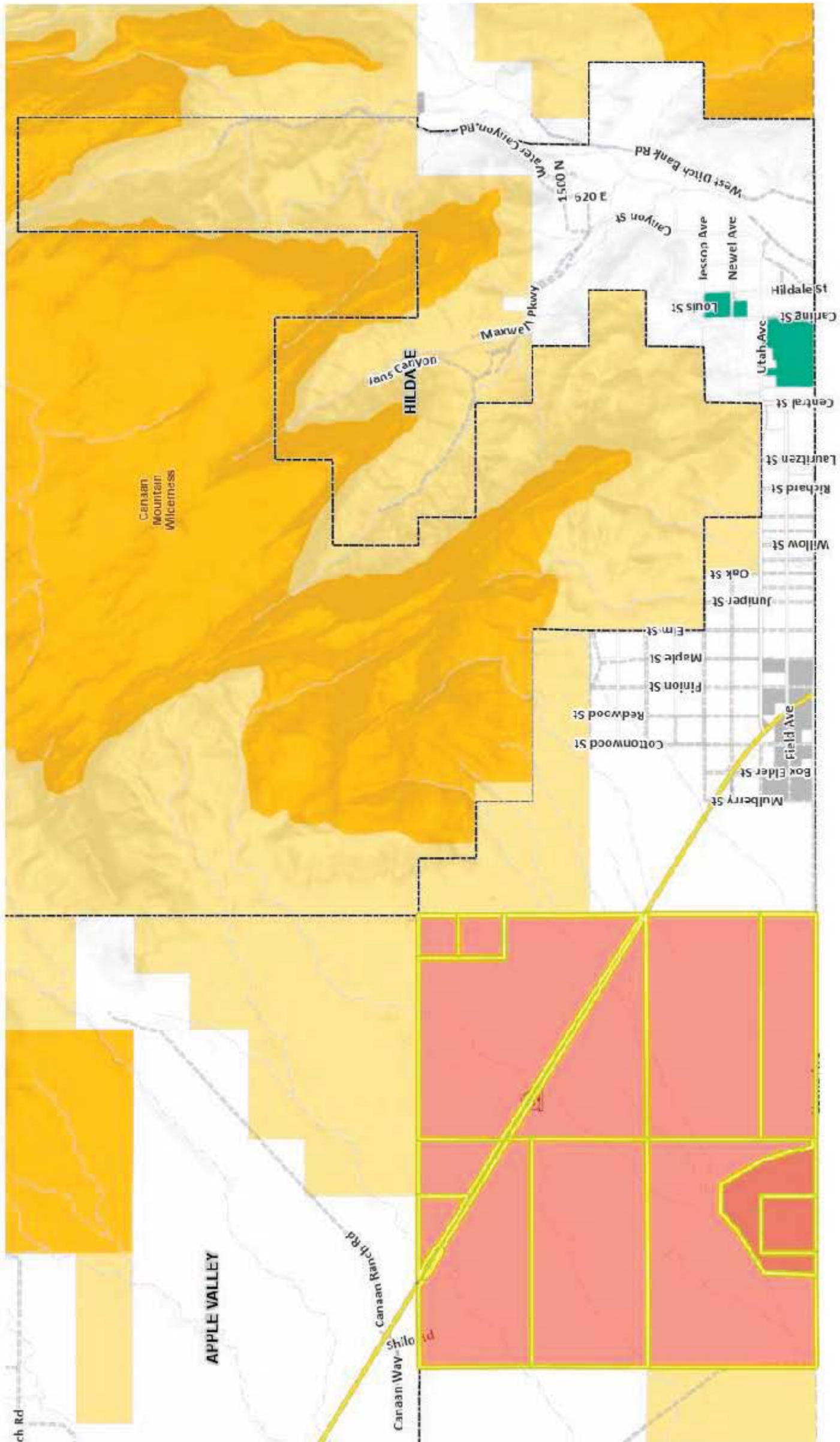


Exhibit D

**ASSET PURCHASE AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
GARKANE ENERGY CO-OP INC.**

This Asset Purchase Agreement (the "Agreement"), dated this 10th day of September 2024 is between Garkane Energy Co-Op Inc., ("Buyer"); and PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power"). Rocky Mountain Power and Buyer are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, Rocky Mountain Power owns certain Assets located in Hildale, Utah;
and

WHEREAS, Buyer has agreed to purchase the Assets from Rocky Mountain Power and Rocky Mountain Power hereby agrees to sell the Assets to Buyer in accordance with and subject to all of the terms and conditions of sale as expressed herein; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.1 "Assets" means those assets owned by Rocky Mountain Power, as set forth in Exhibit A. A map showing the location of the Assets is attached as Exhibit B.

1.2 "Commission" means the Utah Public Service Commission.

1.3 "Disconnect Costs" means Rocky Mountain Power's charges for disconnecting the assets from the Rocky Mountain Power distribution feeder, and any additional related work requested by Buyer.

1.4 "Purchase Price" means the price Buyer will pay to Rocky Mountain Power in exchange for the Assets, pursuant to Section 2 herein.

1.5 "Transfer Date" means the date upon which Rocky Mountain Power conveys to Buyer the bill of sale for the Assets.

2. Sale and Purchase of Assets.

2.1 Assets to Be Sold. Subject to all of the terms and conditions of this Agreement, Rocky Mountain Power agrees to sell and Buyer agrees to buy all of Rocky Mountain Power's right, title and interest in the Assets.

2.2 Purchase Price. The Purchase Price for the Assets shall be THIRTY-ONE THOUSAND FOUR HUNDRED EIGHT-ONE DOLLARS (\$31,481)

2.3 Payment. The Purchase Price shall be paid to Rocky Mountain Power by Buyer within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check.

2.4 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, Rocky Mountain Power shall execute and deliver to Buyer a bill of sale to vest in Buyer good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit C.

2.5 Proration of Personal Property Taxes. Personal property taxes shall be prorated between Rocky Mountain Power and Buyer as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs. If for such year, Rocky Mountain Power has not previously paid such personal property taxes, Buyer shall pay such property taxes when due, and Buyer shall be solely liable for any penalty or interest owing as a result of an untimely property tax payment by Buyer, and Rocky Mountain Power shall pay to Buyer Rocky Mountain Power's pro rata share of property taxes paid by Buyer. If for such year, Rocky Mountain Power has previously paid such personal property taxes, Buyer shall pay to Rocky Mountain Power Buyer's pro rata share of property taxes paid by Rocky Mountain Power.

2.6 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by Buyer.

3. Ownership; Disconnect Costs; Operation and Maintenance; Risk of Loss

3.1 Ownership. Rocky Mountain Power shall own the Assets until the Transfer Date.

3.2 Operation and Maintenance; Risk of Loss. After the Transfer Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and risk of loss of the Assets. Prior to the transfer date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

3.3 Disconnect Costs. Buyer shall pay Rocky Mountain Power all Disconnect Costs, including materials, labor, and applicable overheads, for the installation, operation, and maintenance, of all facilities that Rocky Mountain Power determines are reasonably necessary to separate the connection between the Assets and Rocky Mountain Power's distribution system. Buyer shall coordinate operations with Rocky Mountain Power to this end. Buyer may request that Rocky Mountain Power perform additional work necessary to reconnect the Assets to Buyer's own distribution feeder, and any such work performed shall be as specifically agreed by the Parties in a separate written agreement, and the charges for such work shall be deemed Disconnect Costs for purposes of this Agreement only.

4. Representations and Warranties of Rocky Mountain Power.

Rocky Mountain Power represents and warrants as follows:

4.1 Organization and Powers of Rocky Mountain Power. Rocky Mountain Power is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Utah. Rocky Mountain Power has all requisite power and authority to own the Assets.

4.2 Authority Relative to Agreement; Governmental Authorization. Rocky Mountain Power has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Rocky Mountain Power enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Rocky Mountain Power or the consummation by Rocky Mountain Power of the transactions contemplated by this Agreement, provided that Rocky Mountain Power makes no representation or warranty with respect to approvals which may be required from the Utah Public Service Commission or the Federal Energy Regulatory Commission.

4.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Rocky Mountain Power is now a Party or by which any of its assets may be bound or affected.

4.4 Title to the Assets. Rocky Mountain Power has good and marketable title to the Assets free and clear of all liens, mortgages, pledges, claims, charges, security interests or other encumbrances.

4.5 Condition of Assets. The Assets will be sold to Buyer "AS IS, WHERE IS." Rocky Mountain Power hereby disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

5. Representations and Warranties of Buyer.

Buyer represents and warrants as follows:

5.1 Organization and Powers of Buyer. Buyer is duly qualified to do business in the State of Utah. Buyer has all requisite power and authority to own the Assets.

5.2 Authority Relative to Agreement; Governmental Authorization. Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated by this Agreement, provided that Buyer makes no representation or warranty with respect to approvals which may be required from the Utah Public Service Commission or the Federal Energy Regulatory Commission.

5.3 Non-Contravention; Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a Party or by which any of its assets may be bound or affected.

5.4 Condition of Assets. The Assets will be purchased by Buyer "AS IS, WHERE IS." Buyer acknowledges that Rocky Mountain Power disclaims and excludes herefrom, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Rocky Mountain Power, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

6. Covenants of Rocky Mountain Power.

Rocky Mountain Power covenants and agrees as follows:

6.1 Conduct of Business. Rocky Mountain Power shall own and operate the Assets for the time periods set forth in Section 3 herein in accordance with its past practices and shall engage in no material transactions relating to the Assets out of the ordinary course of business, including entering into any contract or financing arrangement that limits Rocky Mountain Power's ability to sell the Assets to Buyer.

6.2 Insurance. Until the Transfer Date, Rocky Mountain Power shall continue to self-insure or carry insurance currently in effect related to the Assets, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices.

6.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Rocky Mountain Power shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Rocky Mountain Power's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.4 Notification. Rocky Mountain Power will give Buyer prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

6.5 Access to Assets. Until the Transfer Date, Rocky Mountain Power shall allow Buyer and its authorized agents and representatives reasonable access to the Assets.

7. Covenants of Buyer.

Buyer covenants and agrees as follows:

7.1 Conduct of Business. Prior to the Transfer Date, Buyer shall operate the Assets for the time periods set forth in Section 3 herein in accordance with Rocky Mountain Power's instructions, if any, and Rocky Mountain Power's past practices. Prior to the Transfer Date, Buyer shall engage in no material transactions relating to the sale or disposition of the Assets in whole or in part.

7.2 Insurance. After the Transfer Date, Buyer shall carry insurance adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with and in accordance with its past practices for like assets.

7.3 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, Buyer shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out Buyer's obligations hereunder and to complete the transaction contemplated by this Agreement.

7.4 Notification. Buyer will give Rocky Mountain Power prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.5 Access to Assets. Until the Transfer Date, Buyer shall allow Rocky Mountain Power and its authorized agents and representatives reasonable access to the Assets.

7.6 Indemnity. Buyer shall defend, indemnify, and hold harmless Rocky Mountain Power, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to Buyer's ownership, operation or maintenance of the Assets. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

7.7 Rights-of-way. Prior to the Transfer Date, Buyer shall independently obtain at Buyer's own expense, all easements or other real property rights, licenses or permissions, ("rights-of-way") necessary for Buyer to lawfully operate and maintain the Assets as they presently exist, and upon request, Buyer shall provide reasonably satisfactory evidence of having done so to Rocky Mountain Power.

7.8 Operation, Maintenance, Repair, or Replacement of the Assets. Buyer has or will arrange for qualified personnel to operate, maintain, and repair the Assets, and will in no way rely on Rocky Mountain Power for such services. Buyer has or is prepared to locate and procure on its own

behalf, replacement components, including transformers, in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

8. Conditions Precedent; Bill of Sale.

All of the obligations of Rocky Mountain Power under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants of Buyer. All representations and warranties made in this Agreement by Buyer shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and as of the Transfer Date, Buyer shall have complied in all material respects with all covenants made by it in this Agreement.

8.2 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

Additionally, Rocky Mountain Power's obligation to transfer title to the Assets to Buyer by providing Buyer with the bill of sale contemplated herein shall be contingent upon the following:

8.3 Payment of Purchase Price. Buyer shall have paid to Rocky Mountain Power the Purchase Price.

8.4 Rights-of-way. Buyer shall have provided to Rocky Mountain Power the evidence of necessary rights-of-way provided for in Section 7.07 above.

8.5 Disconnect Costs. Buyer shall have paid to Rocky Mountain Power all of the Disconnect Costs in accord with this Agreement and the terms of a separate agreement between the Parties.

No later than thirty (30) days after the date upon which all of the conditions in Sections 8.03 through 8.05 have been satisfied, Rocky Mountain Power shall convey to Buyer the bill of sale for the Assets.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the forgoing, obligations under Section 7.06 shall continue indefinitely.

10. Termination.

10.1 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

(a) The Parties agree in writing to terminate this Agreement by mutual consent; or

(b) Buyer delivers a written notice to Rocky Mountain Power to the effect that Rocky Mountain Power has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Buyer) within thirty (30) days after the date such notice is delivered by Buyer to Rocky Mountain Power; or

(c) Rocky Mountain Power delivers a written notice to Buyer to the effect that Buyer has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by Rocky Mountain Power) within thirty (30) days after the date such notice is delivered by Rocky Mountain Power to Buyer; or

(d) The Transfer Date shall not have occurred on or before September 10, 2024, or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past December 10, 2024.

10.2 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement. Provided further, except in the case of termination by Buyer on account of default by Rocky Mountain Power, Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such termination.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities.

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Assets to

Buyer, or the Assets and the purchase price shall be returned if transfer has already occurred; and in any of the foregoing events, Rocky Mountain Power shall not be liable to Buyer for damages or losses of any kind whatsoever, including consequential damages, which Buyer may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction, and Buyer shall pay all Disconnect Costs incurred by Rocky Mountain Power, or irrevocably committed to, on or before the date of any such regulatory action.

13. Miscellaneous.

13.1 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.2 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.4 Notices. All notices, requests, demands, and other communications given by Buyer or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

| | |
|-----------------------------|---|
| If to Rocky Mountain Power: | Rocky Mountain Power Attn: Renee Tuckett Business Analyst 70 North 200 East American Fork, Utah 84003 |
| With a copy to: | Rocky Mountain Power Attn: Jason Hoffman Customer & Regulatory Liaison 825 NE Multnomah, Suite 800 Portland, OR 97232 |
| If to Buyer: | Garkane Energy Co-Op Inc. Attn: Bryant Shakespear 120 West 300 South Loa, Utah 84747 |

or to such other address as Buyer or Rocky Mountain Power may designate in writing.

13.5 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.6 Counterparts. This Agreement may be executed in two counterparts, each of which shall for all purposes be deemed to be an original and both of which shall constitute one and the same instrument.

14. 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 Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

15. Governing Law and Jurisdiction. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. The parties hereby agree to bring any such action before the Fifth Judicial District Court, Washington County, State of Utah and, in addition, to submit themselves to the jurisdiction of the Courts in the State of Utah.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

BUYER:

By: Bryant Shakespear
Name: Bryant Shakespear
Title: COO

ROCKY MOUNTAIN POWER

By: Lonnie Hoggard
Name: Lonnie Hoggard
Title: Manager, Distribution

11/18/2024

EXHIBIT A
DESCRIPTION OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Garkane-Hildale - Cedar City, Utah

Asset Valuation
Requested by: Nathan Bailey
Material List

| Asset Description | FERC | | QUANTITY | Sales Price |
|--------------------------------|---------|---------|----------|-------------|
| | ACCOUNT | Vintage | | |
| 45' wood pole | 364 | 1968 | 13 | 5,428 |
| 45' wood pole | 364 | 2017 | 1 | 2,097 |
| 45' wood pole | 364 | 2020 | 1 | 2,257 |
| 336 AAC 3-Phase Pri Ovh wire | 365 | 1968 | 4,425 | 2,763 |
| #2 AAAC 1-Phase Pri Ovh wire | 365 | 2017 | 425 | 1,502 |
| 4/0 Alum Triplex Ovh Svc wire | 365 | 2017 | 50 | 177 |
| 3-Phase Pole-mount Switch | 365 | 2002 | 1 | 4,270 |
| 3" 1-Phase Pri Riser | 366 | 2020 | 1 | 19 |
| 1/0 Alum 1-Phase Pri Urd Cable | 367 | 2020 | 650 | 2,096 |
| 350 Alum Triplex Urd Svc Cable | 367 | 2020 | 75 | 242 |
| 50kva 1-Phase Pole-mount Xfmr | 368 | 2017 | 1 | 2,717 |
| 50kva 1-Phase Pad-mount Xfmr | 368 | 2020 | 1 | 1,480 |
| Total | | | | 25,049 |

Rocky Mountain Power
Proposed Sale in Place, Garkane-Hildale, Cedar City, Utah
Value of Inventory

| <u>Description</u> | <u>Sales Price</u> |
|--|----------------------|
| <u>Plant In Service</u> | |
| 364 Poles, Towers and Fixtures | \$9,782 |
| 365 Overhead Conductors & Devices | \$8,712 |
| 366 Underground Conduit | \$19 |
| 367 Underground Conductors and Devices | \$2,338 |
| 368 Line Transformers | \$4,197 |
| Plant In Service | \$25,049 |
| Income Taxes | \$2,607 |
| Sale Price - Existing Assets | <hr/> \$27,656 |
| Expenses | |
| Separation Costs | \$0 |
| Estimated Sales Tax @ 6.60% | \$1,825 |
| Legal/Transaction Costs | \$2,000 |
| Total Expenses | <hr/> \$3,825 |
| Total Sale Price | <hr/> \$31,481 <hr/> |

EXHIBIT B
(Map of Facilities)



EXHIBIT C
BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: GARKANE ENERGY CO-OP INC.

FOR VALUABLE CONSIDERATION totaling THIRTY-ONE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$31,481), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Intermountain Power Agency. ("Buyer"), pursuant to an Asset Purchase Agreement dated as of September 10, 2024, all of its right, title, and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE

DATED this 10th day of September 2024.

ROCKY MOUNTAIN POWER

By: Lonnie Hoggard
Name: Lonnie Hoggard
Title: Manager, Distribution

11/18/2024