

Timothy K. Clark
Senior Attorney
1407 W. North Temple, Suite 320
Salt Lake City, UT 84116
801-220-4565 Office
Tim.Clark@pacificorp.com

VIA ELECTRONIC FILING

July 8, 2021

Gary Widerburg Commission Administrator Public Service Commission of Utah Heber M. Wells Building, 4th Floor 160 East 300 South Salt Lake City, Utah 84111-2305

Re: PacifiCorp Notice of Affiliate Transaction

Docket No. 05-035-54

Dear Mr. Widerburg:

Pursuant to Commitment U3(2), incorporated in the Public Service Commission of Utah's *Report and Order* approving the *Acquisition of PacifiCorp by MidAmerican Energy Holdings Company*, issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, PacifiCorp hereby provides notice of an affiliated interest transaction with Kern River Gas Transmission Company (Kern River) for *Exclusive Right-of-Way and Easement* permits (No. 58-021-0334, No. 58-033-0033 and No.58-033-0124) (Permits), to allow Kern River facilities to cross three property parcels owned by PacifiCorp. A verified copy of each of the Permits is included with this Notice as <u>Attachment A</u>, <u>Attachment B</u> and <u>Attachment C</u>, respectively.

The Permits apply to certain PacifiCorp property located in Utah County, Utah, where the company is registered with the state to do business as Rocky Mountain Power. Each Permit, in part, carries with it rights of ingress and egress to and from, and access on and along a right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe.

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). Kern River is also a wholly-owned indirect subsidiary of BHE. Therefore, BHE's ownership interest in PacifiCorp and Kern River creates an affiliated interest relationship between PacifiCorp and Kern River.

July 8, 2021 Page 2

Kern River owns and operates the Kern River pipeline system, which transports natural gas to California, Nevada, and Utah. Certain of Kern River's Utah pipelines are in an area used by PacifiCorp and located within Utah County, Utah. Kern River is building a new pipeline to provide service to customers. These Permits are necessary to accommodate the larger pipeline. This transaction is related to the transmission of electric service in Utah.

The Cook Group was employed as a third-party vendor for the appraisal to avoid preferential pricing. Reports developed by The Cook Group on all three parcels formed the basis of the price that the parties agreed upon. Additionally, an industry-standard fee and a rounded total were used to price the easements.

Kern River is acquiring the rights of way necessary to build, operate, and maintain an improved delivery pipeline. Kern River will pay \$208,000 for the three Permits. Acquiring the Permits is in the public interest because it allows Kern River to install and maintain its pipeline to provide service to its customers. Moreover, PacifiCorp financially benefits from the sale, at a price determined by a third-party appraiser. As the sole property owner, PacifiCorp is the only entity that can grant the Permits to Kern River.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Timothy K. Clark Senior Attorney PacifiCorp

Timotry K. Clark

Enclosures

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

Recorded at the request of Kern River Gas Transmission Company

When Recorded Mail to: Kern River Gas Transmission Company Attn: Land Department 2755 E Cottonwood Pkwy, Suite 300 Salt Lake City, UT 84121

Kern River Gas Transmission Company EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

State of UTAH

County of UTAH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power and Light, whose address is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, 2755 E Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

That certain parcel of land situated in Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah more particularly described in a Warranty Deed recorded in Deed Book 2833 Page 214; in the Register of Deeds of Utah County, Utah, less and except any conveyances heretofore made.

See attached Exhibit "A".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending twenty five (25) feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's property.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Grantee understands that Grantor may, in the future, construct additional facilities or maintain existing facilities, and that to do so, equipment with weights in excess of 20,000 pounds per axle (including wire pullers which could weigh approximately 100,000 pounds) may travel over, across or be parked upon the pipeline during such construction or maintenance. Grantee agrees to bury the pipeline to a sufficient depth such that equipment working on the surface over Grantee's pipeline shall not interfere with or damage Grantee's Facilities. The pipeline shall be buried during initial construction no less than sixty (60) inches below the existing surface grade. A two (2) foot minimum separation distance required at existing underground cable crossings.

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 exclusive right-of-way and easement. 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 cannot be or has not been waived.

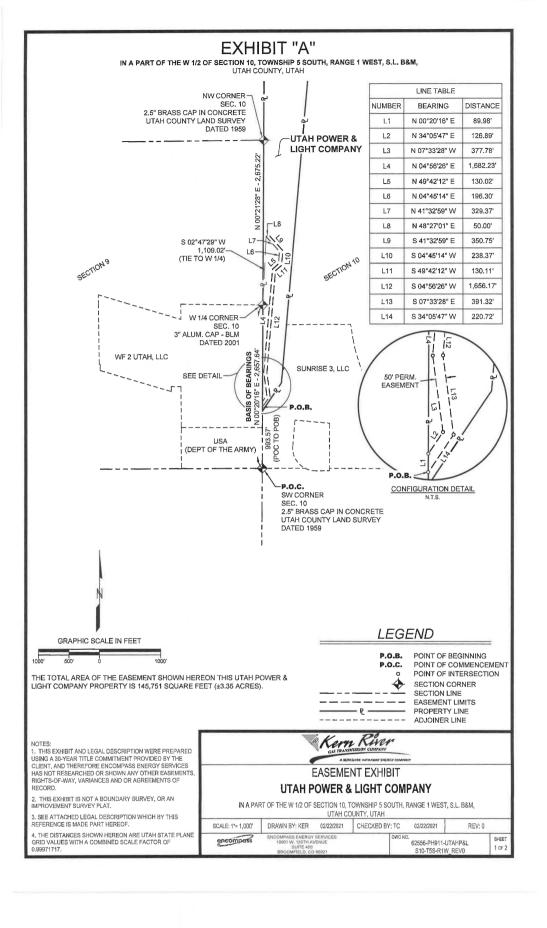
It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make

Xaluts Moh

Robert Checketts
Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SALT LAKE On the 18th day of May appeared before me 1st there appeared before	2021. Lurtis March Ld personally and being by me duly sworn, did say that he/she is the Rocky March 1 tare and acknowledged to me that			
My commission expires: OCH. 15, 2024	Notary Public in and for the State of UTALH			
	ACKNOWLEDGMENT Notary Public - State of Utah CLINT HERRERA Comm. #714682 My Commission Expires October 15, 2024			
STATE OF UTAH) COUNTY OF SALT LAKE)				
On the 11th day of May, 2021, Robert Checketts personally appeared before me Brittony W.Bride, and being by me duly sworn, and that the above Facility Easement was signed on behalf of Kern River Gas Transmission Company, and acknowledged to me that he executed the same.				
My commission expires: October 19,2021	Notary Public in anotor the State of Uto h			
	BRITTANY MCBRIDE Notary Public - State of Utah Comm. No. 697245 My Commission Expires on Oct 19, 2021			



PARCEL DESCRIPTION

AN AREA OF LAND FOR AN EASEMENT ON A PARCEL OF LAND OWNED BY UTAH POWER & LIGHT COMPANY AND IS LOCATED IN A PART OF THE W 1/2 OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, OF THE S.L. B&M, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT DESCRIPTION:

COMMENCING AT THE SW CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE, UTAH COUNTY LAND SURVEY, DATED 1959), FROM WHICH THE W 1/4 CORNER OF SAID SECTION 10 (AS MONUMENTED BY A FOUND 3" ALUMINUM CAP -BLM, DATED 2001) BEARS N 00°20'16" E, A DISTANCE OF 2,657.64 FEET, FORMING THE BASIS OF BEARINGS USED IN THIS DESCRIPTION;

THENCE, N 00°20'16" E A DISTANCE OF 993.57 TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT

THENCE ALONG THE PERIMETER OF SAID EASEMENT, THE FOLLOWING FOURTEEN (14) COURSES:

- 1) ALONG SAID WESTERLY LINE, N 00*20'16" E, A DISTANCE OF 89.98 FEET; 2) DEPARTING SAID WESTERLY LINE, N 34"05'47" E, A DISTANCE OF 126.89 FEET; 3) N 07*33'28" W, A DISTANCE OF 377.78 FEET; 4) N 04"56'26" E, A DISTANCE OF 1,682.23 FEET;

- 4) N 04"56"26" E, A DISTANCE OF 1,882,23 FEET;
 6) N 04"45"14" E, A DISTANCE OF 190.30 FEET;
 6) N 04"45"14" E, A DISTANCE OF 196.30 FEET;
 7) N 41"32"56" W, A DISTANCE OF 298.37 FEET TO A POINT FROM WHICH THE SAID W 1/4 CORNER OF SECTION 10 BEARS S 02"47"29" W, A DISTANCE OF 1,109.02 FEET;
 8) N 48"27"01" E, A DISTANCE OF 50.00 FEET;
 9) S 41"32"56" E, A DISTANCE OF 350.75 FEET;

- 10) S 04°45'14" W, A DISTANCE OF 238.37 FEET; 11) S 49°42'12" W, A DISTANCE OF 130.11 FEET;

- 12) S 04*56*26" W, A DISTANCE OF 1,656.17 FEET;
 13) S 07*33*28" E, A DISTANCE OF 391.32 FEET;
 14) S 34*05*47" W, A DISTANCE OF 220.72 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 145,751 SQUARE FEET OR 3.35 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A UTAH PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS LEGAL DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN UTAH AND THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY OR SUBDIVISION PLAT.



THOMAS G. CARLSON, UT PLS #10183217 FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:

1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED
USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT,
AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT

RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.

2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.

3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717.



UTAH POWER & LIGHT COMPANY

IN A PART OF THE W 1/2 OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M.

UTAH COUNTY, UTAH CHECKED BY: TO DRAWN BY: KER SCALE: NA 02/22/2021

encomposs

62556-PH911-UTAHP&L S10-T5S-R1W REV0

02/22/2021

2 OF 2

REV: 0

ATTACHMENT B

to

PacifiCorp Notice of Affiliate Transaction

Recorded at the request of Kern River Gas Transmission Company

When Recorded Mail to: Kern River Gas Transmission Company Attn: Land Department 2755 E Cottonwood Pkwy, Suite 300 Salt Lake City, UT 84121

Kern River Gas Transmission Company EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

State of UTAH

County of UTAH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power and Light, whose address is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, 2755 E Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

That certain parcel of land situated in Northeast corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah more particularly described in a Warranty Deed recorded in Deed Book 2833 Page 219; in the Register of Deeds of Utah County, Utah, less and except any conveyances heretofore made.

See attached Exhibit "A".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending twenty five (25) feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's property.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Grantee understands that Grantor may, in the future, construct additional facilities or maintain existing facilities, and that to do so, equipment with weights in excess of 20,000 pounds per axle (including wire pullers which could weigh approximately 100,000 pounds) may travel over, across or be parked upon the pipeline during such construction or maintenance. Grantee agrees to bury the pipeline to a sufficient depth such that equipment working on the surface over Grantee's pipeline shall not interfere with or damage Grantee's Facilities. The pipeline shall be buried during initial construction no less than sixty (60) inches below the existing surface grade. A two (2) foot minimum separation distance required at existing underground cable crossings.

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 exclusive right-of-way and easement. 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 cannot be or has not been waived.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed,

WITNESS THE EXECUTION HEREOF THE PAY OF May 20 21.

By GRANTOR(S):

NAME

NAME

Lunt Mayorible

KERN RIVER GAS TRANSMISSION COMPANY

Robert Checketts

Vice President, Operations and Engineering

ACKNOWLEDGMENT

STATE OF UTAH) COUNTY OF SALT LAKE)				
On the Sth day of May 2021 appeared before me of the territoria he/she executed the same.	, and being by me duly sworn, did say that he/she is the Mountain Power and acknowledged to me that			
My commission expires: Not. 15, 2024	Notary Public in and for the State of			
ACKNO	Notary Public - State of Uteh CLINT HERRA Comm. #714682 My Commission Expires October 15, 2024			
STATE OF UTAH) COUNTY OF SALT LAKE)				
On the 11th day of May , 2021, Robert Checketts personally appeared before me Prittany MCBride , and being by me duly sworn, and that the above Facility Easement was signed on behalf of Kern River Gas Transmission Company, and acknowledged to me that he executed the same.				
My commission expires: October 19,2021	Notary Public in and for the State of Utan			
	BRITTANY MCBRIDE Notary Public - State of Utah Comm. No. 597245 My Commission Expires on			

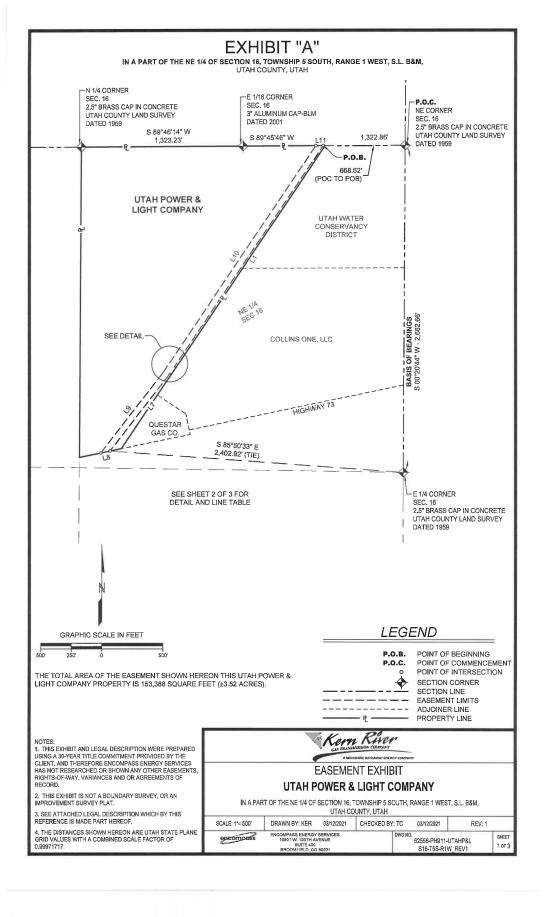
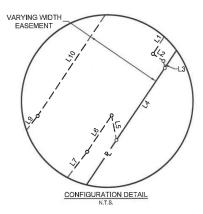


EXHIBIT "A"

IN A PART OF THE NE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M, UTAH COUNTY, UTAH



LINE TABLE				
NUMBER	BEARING DISTANG			
L.1	S 34°05'47" W	2,174.02'		
L2	S 55°54'13" E	10.37'		
L3	S 10°50'29" E	5.89'		
L4	S 34°03'02" W	70.84'		
L5	N 10°50'29" W	20.65'		
L6	S 34°05'47" W	35.85'		
L7	S 37°53'36" W	767.45'		
L8	S 78°25'02" W	76.95'		
L9	N 37°53'36" E	824.29'		
L10	N 34°05'47" E	2,234.46'		
L11	N 89°45'46" E	60.55'		

LEGEND

P.O.B. P.O.C. POINT OF BEGINNING POINT OF COMMENCEMENT POINT OF INTERSECTION



SECTION CORNER SECTION LINE EASEMENT LIMITS

ADJOINER LINE PROPERTY LINE



Kern River

NOTES: 1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT, AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN AMY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.

2. THIS EXHIBIT IS NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.

3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717.

EASEMENT EXHIBIT

UTAH POWER & LIGHT COMPANY

IN A PART OF THE NE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M, UTAH COUNTY, UTAH

SCALE: N.T.S.	DRAWN BY: KER 03/12/202	CHECKED BY: TC	03/12/2021	REV: 1	
encompess	ENCOMPASS ENERGY SERVICES 10901 W, 120TH AVENUE SUITE 400 BROOMFIELD, CO 80021	DWG N	o. 62556-PH911- \$16-T5S-R1	2000	SHEET 2 OF 3

PARCEL DESCRIPTION

AN AREA OF LAND FOR AN EASEMENT ON A PARCEL OF LAND OWNED BY UTAH POWER & LIGHT COMPANY AND IS LOCATED IN A PART OF THE NE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, OF THE S.L. B&M, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH COUNTY LAND SURVEY DATED 1959), FROM WHICH THE E 1/4 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH LAND SURVEY DATED 1959) BEARS S 00"20"44" W, A DISTANCE OF 2,662.66 FEET, FORMING THE BASIS OF BEARINGS

THENCE, S 89°45'46" W. A DISTANCE OF 668.62 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND. SAID POINT BEING THE POINT OF BEGINNING

THENCE ALONG THE PERIMETER OF SAID EASEMENT. THE FOLLOWING ELEVEN (11) COURSES:

- 1) DEPARTING SAID NORTHERLY LINE, S 34°05'47" W, A DISTANCE OF 2,174.02 FEET;

- 1) DEPARTING SAID NORTHERLY LINE, S 34"0547" W, A DISTANCE OF 2,174.02 FEET;
 2) S 55"43" E, A DISTANCE OF 10,37 FEET;
 3) S 10"50"29" E, A DISTANCE OF 5.89 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND;
 4) ALONG SAID SOUTHEASTERLY LINE, S 34"03"02" W, A DISTANCE OF 70.84 FEET;
 5) DEPARTING SAID SOUTHEASTERLY LINE, N 10"50"29" W, A DISTANCE OF 70.85 FEET;
 6) S 34"05"47" W, A DISTANCE OF 35.85 FEET;
 7) S 37"63"38" W, A DISTANCE OF 767.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND, (FROM WHICH THE SAID 7) S 37°53'36"W, A DISTANCE OF 767.45 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND, (F E 1/4 CORNER OF SECTION 16 BEARS S 85°63'39" E A DISTANCE OF 2.402.92 FEET);
 8) ALONG SAID SOUTHERLY LINE, S 78°25'02" W, A DISTANCE OF 76.95 FEET;
 9) DEPARTING SAID SOUTHERLY LINE, N 37°53'36" E, A DISTANCE OF 824.29 FEET;
 10) N 34°05'47" E, A DISTANCE OF 2.23'4.46 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND;
 11) ALONG SAID NORTHERLY LINE, N 89°45'46" E, A DISTANCE OF 60.55 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 153,388 SQUARE FEET OR 3.52 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A UTAH PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS LEGAL DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN UTAH AND THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY OR SUBDIVISION PLAT.



THOMAS G. CARLSON, UT PLS #10183217 FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES: 1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT, AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.

2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.

3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE

I. THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717

Kern River **EASEMENT EXHIBIT**

UTAH POWER & LIGHT COMPANY

IN A PART OF THE NE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M. UTAH COUNTY, UTAH

CHECKED BY: TO DRAWN BY: KER 03/12/2021 SCALE: NA 03/12/2021 REV: 1

62556-PH911-UTAHP&L S16-T5S-R1W REV1 3 OF 3

ATTACHMENT C

to

PacifiCorp Notice of Affiliate Transaction

Recorded at the request of Kern River Gas Transmission Company

When Recorded Mail to: Kern River Gas Transmission Company Attn: Land Department 2755 E Cottonwood Pkwy, Suite 300 Salt Lake City, UT 84121

Kern River Gas Transmission Company EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

State of UTAH

County of UTAH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power and Light, whose address is 1407 W. North Temple, Suite 110, Salt Lake City, UT 84116, hereinafter referred to as Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER CONSIDERATIONS, to the Grantor in hand paid by KERN RIVER GAS TRANSMISSION COMPANY, 2755 E Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and/or communications cable with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

That certain parcel of land situated in Northeast corner of Section 16, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah more particularly described in a Warranty Deed recorded in Deed Book 2833 Page 219; in the Register of Deeds of Utah County, Utah, less and except any conveyances heretofore made.

See attached Exhibit "A".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline shall govern, with the right-of-way and easement running parallel to and extending twenty five (25) feet on each side of the actual location of the centerline of the pipeline as it exists on Grantor's property.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor. his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent.

Grantor represents and warrants that he is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

Grantee understands that Grantor may, in the future, construct additional facilities or maintain existing facilities, and that to do so, equipment with weights in excess of 20,000 pounds per axle (including wire pullers which could weigh approximately 100,000 pounds) may travel over, across or be parked upon the pipeline during such construction or maintenance. Grantee agrees to bury the pipeline to a sufficient depth such that equipment working on the surface over Grantee's pipeline shall not interfere with or damage Grantee's Facilities. The pipeline shall be buried during initial construction no less than sixty (60) inches below the existing surface grade. A two (2) foot minimum separation distance required at existing underground cable crossings.

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 exclusive right-of-way and easement. 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 cannot be or has not been waived.

It is hereby understood that the parties securing this grant on behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

Robert Checketts

vice President, Operations and Engineering

WITNESS THE EXECUTION HEREOF THE Sth DAY OF May , 2021.

By GRANTOR(S):

NAME

Witness to Signature(s)

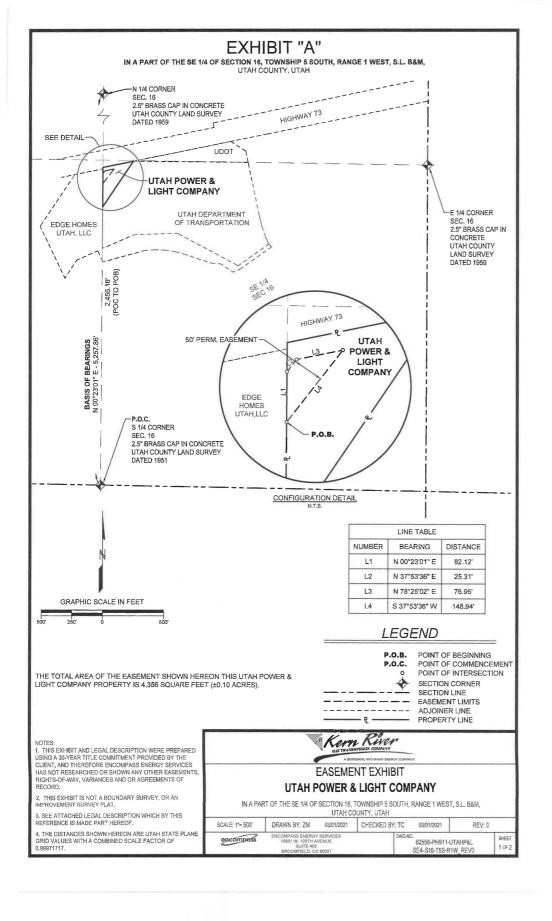
NAME

Lun Maysid

KERN RIVER CAS TRANSMISSION COM

ACKNOWLEDGMENT

STATE OF UTAH) COUNTY OF SALT LAKE)			
On the	and being by me duly sworn, did say that he/she is the		
My commission expires: Oct. 15, 2024	Notary Public in and for the State of CTAH		
ACKNO	Notary Public - State of Utah CLINT HERRERA Comm. #714682 My Commission Expires October 15, 2024		
STATE OF UTAH) COUNTY OF SALT LAKE)			
On the 11th day of May , 2021, Robert Checketts personally appeared before me Brittany MCBride. , and being by me duly sworn, and that the above Facility Easement was signed on behalf of Kern River Gas Transmission Company, and acknowledged to me that he executed the same.			
My commission expires: October 19,7021	Buttany MBride Notary Public in and for the State of Utah		
	BRITTANY MCBRIDE Notary Public – State of Utah Comm. No. 697245 My Commission Expires on Oct 19, 2021		



PARCEL DESCRIPTION

AN AREA OF LAND FOR AN EASEMENT ON A PARCEL OF LAND OWNED BY UTAH POWER & LIGHT COMPANY AND IS LOCATED IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, OF THE S.L. B&M, COUNTY OF UTAH, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH COUNTY LAND SURVEY DATED 1951), FROM WHICH THE N 1/4 CORNER OF SAID SECTION 16 (AS MONUMENTED BY A FOUND 2.5" BRASS CAP IN CONCRETE UTAH LAND SURVEY DATED 1959) BEARS N 00°23'01" E, A DISTANCE OF 5,257.86 FEET, FORMING THE BASIS OF BEARINGS USED

THENCE N 00°23'01" E, A DISTANCE OF 2,456.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID EASEMENT, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG SAID WESTERLY LINE, N 00°23'01" E, A DISTANCE OF 82.12 FEET; 2) DEPARTING SAID WESTERLY LINE, N 37°53'36" E, A DISTANCE OF 25.31 FEET; 3) N 78°25'02" E, A DISTANCE OF 76.95 FEET; 4) S 37°53'36" W, A DISTANCE OF 148.94 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE DESCRIBED EASEMENT IS 4,356 SQUARE FEET OR 0,10 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, THOMAS G. CARLSON, A UTAH PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS LEGAL DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN UTAH AND THAT THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY OR SUBDIVISION PLAT.



THOMAS G. CARLSON, UT PLS #10183217 FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

NOTES:
1. THIS LEGAL DESCRIPTION AND EXHIBIT WERE PREPARED
USING A 30-YEAR TITLE COMMITMENT PROVIDED BY THE CLIENT,
AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT
RESEARCHED OR SHOWN ANY OTHER EASEMENTS,
RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD.

2. THIS LEGAL DESCRIPTION AND EXHIBIT ARE NOT A BOUNDARY SURVEY, OR AN IMPROVEMENT SURVEY PLAT.

3. SEE ATTACHED EXHIBIT WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. THE DISTANCES SHOWN HEREON ARE UTAH STATE PLANE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.99971717.



EASEMENT EXHIBIT UTAH POWER & LIGHT COMPANY

IN A PART OF THE SE 1/4 OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 WEST, S.L. B&M,

UTAH COUNTY, UTAH 03/01/2021 CHECKED BY: TC SCALE: NA DRAWN BY: ZM

62556-PH911-UTAHP&L SE4-S16-T5S-R1W REVO

03/01/2021