



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

September 15, 2022

VIA ELECTRONIC FILING

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 — PacifiCorp and WGR Operating, LP
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 affiliate interest transaction between PacifiCorp and PacifiCorp and WGR Operating, LP (WGR).

PacifiCorp entered into an agreement with WGR to contract encroachment agreements and alternating current (AC) mitigation studies (collectively, the Agreements) pertinent to its Gateway South Project. A midstream energy company, WGR together with its parent, Western Midstream Partners LP, is in the business of gathering, compressing, treating, processing, and transporting natural gas; gathering, stabilizing, and transporting condensate, natural gas liquids, and crude oil; and gathering and disposing of produced water. Along a utility corridor where WGR has facilities, PacifiCorp is constructing a new 153-mile single-circuit 500/345 kV overhead transmission line beginning at the 500/230 kilovolt Aeolus Substation near Medicine Bow, Wyoming, to the 500/345 kilovolt Anticline Substation near PacifiCorp's Jim Bridger plant, approximately ten miles northeast of Rock Springs, Wyoming. The Agreements are needed to ensure PacifiCorp's transmission line, which is part of the Gateway South Project, is properly situated to minimize AC electrical interference (i.e., interactions between high-voltage power lines and pipelines) with WGR's corridor facilities. True copies of the Agreements and the invoice are included with this Notice as Attachment A, Attachment B, and Attachment C.

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company. In turn, Berkshire Hathaway Energy Company is a direct subsidiary of Berkshire Hathaway Inc. (Berkshire). WGR Operating, LP, is a wholly-owned subsidiary of Western Midstream Partners, LP (WES). A majority interest in WES is held by the Occidental Petroleum

September 15, 2022

Page 2

Corporation in which Berkshire, currently has a 20.2% voting ownership interest. Therefore, Berkshire's ownership of both Berkshire Hathaway Energy Company and Occidental Petroleum Corporation creates an affiliated interest relationship between their respective indirect subsidiaries PacifiCorp and WGR.

The Agreements between PacifiCorp and WGR, were prepared in accordance with PacifiCorp's procurement policies and procedures. PacifiCorp will pay WGR a total of \$1,543,342.02 for the Agreements. As owner of the pipeline assets, WGR is the sole source for the encroachment agreements and mitigation studies. Entering into these Agreements ensures PacifiCorp's continued ability to provide safe and reliable service to its customers and minimize risk to WGR's pipeline operations, thus, the transaction is in the public interest.

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

Sincerely,



Timothy K. Clark
Senior Attorney
PacifiCorp

Enclosures:

Attachment A

Attachment B

Attachment C

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

**ENCROACHMENT AGREEMENT
FOR THE ROCKY MOUNTAIN POWER AEOLUS TO JIM BRIDGER
500kV TRANSMISSION LINE**

This Encroachment Agreement ("Agreement") is hereby entered into this 23rd day of April, 2019, by and between **WGR Operating, LP and its affiliates** with offices located at 1099 18th Street, Suite 1800, Denver, CO 80202 ("Pipeline Owner"), and **Rocky Mountain Power**, a division of PacifiCorp, an Oregon corporation, with an office located at 1407 West North Temple #110, Salt Lake City, Utah 84116 ("Rocky Mountain Power"). Pipeline Owner and Rocky Mountain Power are sometimes jointly referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Pipeline Owner owns, operates and maintains pipelines which transport hydrocarbons throughout southwestern Wyoming; said pipelines are generally buried underground pursuant to easements and rights of way of record in Carbon and/or Sweetwater Counties, Wyoming.

WHEREAS, Rocky Mountain Power desires to construct, install, operate, access, and maintain a high voltage power line (the "Power Line") over, , and through areas covered by certain pipeline easements held by Pipeline Owner (collectively referred to as "Owner's Easements"), and Rocky Mountain Power desires to obtain Pipeline Owner's consent for the Power Line. A general vicinity map showing the location of the Power Line and the location of Owner's Easements in the vicinity is attached as Exhibit A. The legal descriptions for where the Power Line crosses the Owner's Easements are attached as Exhibit B (the "Encroachment Areas"). Encroachment areas are also illustrated at Exhibit A (attached hereto and incorporated herein). WHEREAS, Pipeline Owner is willing to permit, and Rocky Mountain Power desires to construct, the Power Line across Owner's Easements subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

1. **AUTHORIZATION:** Pipeline Owner hereby authorizes and consents to Rocky Mountain Power's use of the Encroachment Areas to install, construct, operate, access, and maintain the Power Line in accordance with the terms of this Agreement.

2. **PERMITS:** Rocky Mountain Power has obtained or will obtain all agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, necessary for the construction activities contemplated herein.

3. **CONSTRUCTION OF IMPROVEMENTS:** Initial construction will be performed according to the Scope of Work (attached hereto as Exhibit C), using equipment typical for similar projects, of such types and weights as shall be coordinated with Pipeline Owner prior to initial construction. All construction, continued and future use of the Power Line shall be performed in accordance with the Encroachment Guidelines (attached hereto as Exhibit D).

4. INSPECTION: Pipeline Owner shall be permitted to provide an onsite inspector ("Inspector") while Rocky Mountain Power is working within the Encroachment Areas.

5. ONE-CALL NOTICES: Rocky Mountain Power shall notify Pipeline Owner through the local One-Call Service at least two (2) full business days but not more than fourteen (14) full business days before excavation or grading work commences on or near the Encroachment Areas, and shall otherwise comply with the requirements of the Wyoming Underground Facilities Notification Act.

6. CATHODIC PROTECTION AND AC MITIGATION: Pipeline Owner shall have the right, at Rocky Mountain Power's cost, to conduct studies to determine whether induced AC voltage mitigation is required, which studies shall be performed by a reputable AC corrosion analysis contractor. Upon Pipeline Owner's and its contractor's execution of a confidentiality agreement in favor of Rocky Mountain Power, Rocky Mountain Power will cooperate with the study and provide such data as may be reasonably necessary for the contractor to perform the study. Pipeline Owner shall provide Rocky Mountain Power with a copy of the study upon its completion, and Rocky Mountain Power and Pipeline Owner shall confer and mutually agree upon what, if any, AC corrosion testing, monitoring and/or mitigation will be installed. The cost of the agreed-upon testing, monitoring and/or mitigation shall be paid by Rocky Mountain Power. Pipeline Owner agrees to participate in good faith negotiations with Rocky Mountain Power to reach a separate pipeline mitigation plan as required for Rocky Mountain Power to energize the Power Line to include, but not limited to, proper mitigation, cathodic protection and AC monitoring for Pipeline Owners pipelines within the scope of the Encroachment Agreement. Rocky Mountain Power shall bear all cost of such studies.

7. ROADS: Rocky Mountain Power or its contractor shall take reasonable precautions to protect Pipeline Owner's facilities at road crossings.

8. RESTORATION: Rocky Mountain Power shall be responsible for restoration of all disturbed land and damages on the Encroachment Areas to the extent caused by Rocky Mountain Power, its contractors, agents and employees in the construction or maintenance of the Power Line.

9. RELATIVE PRIORITY OF RIGHTS: Pipeline Owner, its successors and assigns, retains all rights that Pipeline Owner possesses under Owner's Easements. Although the Parties foresee the use of the Owner's Easements in a mutually agreeable manner, the presence of the power line under this agreement is subordinate to Pipeline Owner's rights under Owner's Easements. Rocky Mountain Power agrees to move or cause to be moved any of its or its contractors' personal property including but not limited to equipment, vehicles, and trailers that may prevent Pipeline Owner from reasonably accessing the Owner's Easements and pipeline facilities in a timely manner.

10. INDEMNITY: Rocky Mountain Power agrees to protect, indemnify and hold harmless Pipeline Owner, its officers, agents and employees from and against any and all loss, damage, injury or death to any person or property, including Pipeline Owner, which may arise by reason of or incident to Rocky Mountain Power's occupancy, use, installation, maintenance, or continuation of the Power Line within Owner's Easements, except to the extent such loss, damage, injury or death

is caused by Pipeline Owner's occupancy, use, installation, maintenance of its facilities on the property.

11. **INSURANCE REQUIREMENTS:** Rocky Mountain Power shall require its contractors to maintain commercially reasonable insurance during construction within the Encroachment Areas.

12. **AS-BUILT DRAWINGS:** Within six months following the substantial completion of the Power Line, Rocky Mountain Power shall provide without charge to Pipeline Owner a copy of its "as-built" drawings of the Power Line.

13. **NOTICES:** All notices to either party hereto shall be in writing and delivered personally, or sent by U. S. postal or commercial delivery service with delivery confirmation, to the addresses hereinabove given.

14. **COOPERATION OF SUBCONTRACTORS:** Rocky Mountain Power shall ensure the cooperation of its contractors and agents with Pipeline Owner with respect to the terms and conditions of this Agreement and their involvement with the activities described herein.

15. **SUBSEQUENT OWNERS OF ENCROACHMENTS:** This Agreement shall apply to subsequent owner(s) of the Power Line, and any subsequent owner(s) shall take ownership of the Power Line subject to the terms of this Agreement. This Agreement shall run with the land and the Pipeline Owner's Easements, and shall inure to the benefit of and be binding on the respective successors, assigns, heirs and personal representatives of the Pipeline Owner. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Pipeline Owner's Easements or to waive statutory, common law or other rights that Pipeline Owner may have against subsequent owner(s) of the Power Line.

16. **GOVERNING LAW.** This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any suit, action, or proceeding arising out of or relating to this Agreement may only be instituted in a state or federal court in Cheyenne, Wyoming. Each party waives any objection which it may have now or hereafter to exclusive venue of such action or proceeding in the state or federal courts of Cheyenne, Wyoming, and irrevocably submits to the exclusive jurisdiction of any such state or federal court in any such suit, action or proceeding.

17. **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.

The Parties execute this Agreement on the date first written above.

WGR Operating, LP

By: _____

Its: _____

John S. Jordan

Agent and Attorney-in-Fact

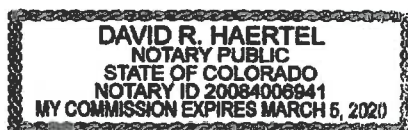
ACKNOWLEDGMENT

STATE OF COLORADO)

) §

CITY AND COUNTY OF DENVER)

On the 22nd day of April, 2019, John S. Jordan personally appeared before me and being by me duly sworn did say that s/he is the Agent and Attorney-in-Fact of WGR Operating, LP, and that the above Encroachment Agreement was signed on behalf of WGR Operating, LP and said John S. Jordan acknowledged to me that s/he, as the Agent and Attorney-in-Fact of WGR Operating, LP, signed the same.



Notary Public

Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation

By: Todd Jensen

Its: V.P. Project Delivery 4/24/19

ACKNOWLEDGMENT

STATE OF _____)
) §
COUNTY OF Salt Lake)



On the 24 day of April, 2019, Todd Jensen personally appeared before me and being by me duly sworn did say that s/he is the V.P. Project Delivery of Rocky Mountain Power, and that the above Encroachment Agreement was signed on behalf of Rocky Mountain Power and said Todd Jensen acknowledged to me that s/he, as the V.P. Project Delivery of Rocky Mountain Power, signed the same.


Notary Public

EXHIBIT A
General Vicinity Map Showing Location of Power Line and Location of Pipeline Owner's Easements

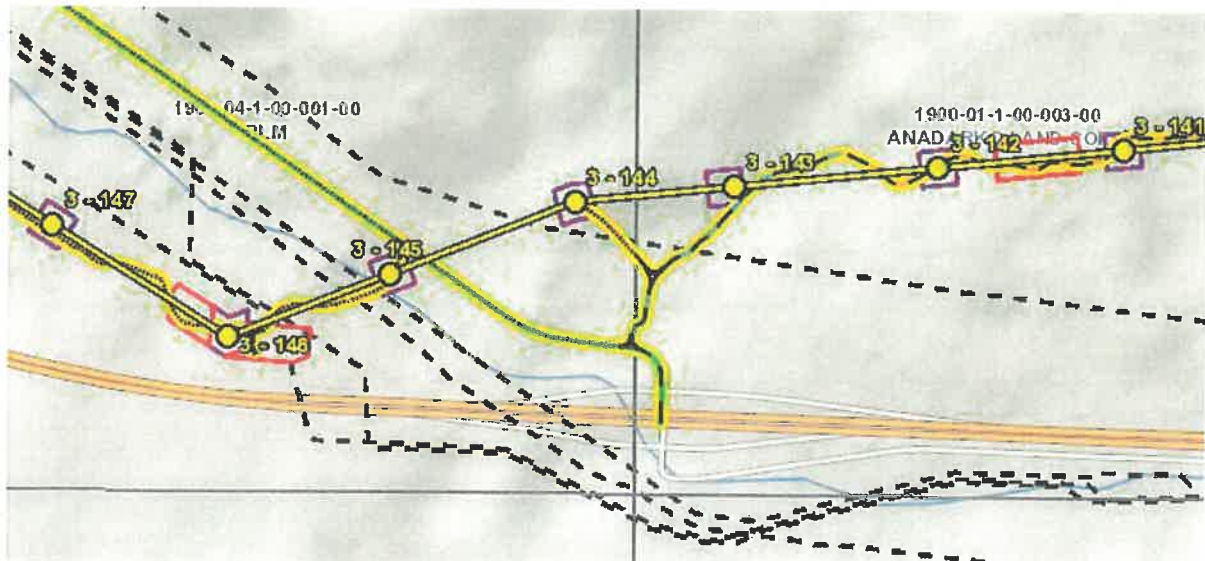


EXHIBIT B - Encroachment Area

****To be provided as amendment by Rocky Mountain Power to Pipeline Owner within fifteen (15) days after execution of Encroachment Agreement****

AHEAD SPANS 3 - 136	Anadarko	Pipeline Access Road Crossing	108° 38' 24.872" W	41° 39' 16.394" N
3 - 134	Anadarko	Pipeline Access Road Crossing	108° 37' 37.548" W	41° 39' 13.490" N
3 - 134	Anadarko	Pipeline Access Road Crossing	108° 37' 42.899" W	41° 39' 11.438" N
3 - 134	Anadarko	Pipeline Access Road Crossing	108° 37' 46.181" W	41° 39' 10.997" N
3 - 135	Anadarko	Pipeline Access Road Crossing	108° 37' 46.604" W	41° 39' 10.940" N
3 - 143	Anadarko	Pipeline Access Road Crossing	108° 40' 32.315" W	41° 39' 2.215" N
3 - 143	Anadarko	Pipeline Access Road Crossing	108° 40' 38.912" W	41° 39' 2.943" N

EXHIBIT C – Scope of Work

PROJECT DESCRIPTION

Rocky Mountain Power is constructing a new 153 mile single circuit 500/345 kV overhead transmission line beginning at a new 500/230 kilovolt Aeolus Substation near Medicine Bow, Wyoming, to a new 500/345 kilovolt Anticline Substation near PacifiCorp's Jim Bridger plant, approximately ten miles northeast of Rock Springs, Wyoming. The transmission line crosses Bureau of Land Management, State of Wyoming, and private lands and will have a 250 foot right-of-way width. The line segment from Aeolus to Anticline will consist of 138 miles of 500 kilovolt constructed transmission line utilizing lattice towers. The line segment between Anticline to Jim Bridger will be 345 kilovolt constructed utilizing steel H-frame structures.

Construction of the project will begin in April 2019 for access roads, pad sites, foundation drilling and tower erection. Overhead conductor construction will begin third quarter 2019 and continue through August 2020. The project is scheduled to be energized fourth quarter 2020.

EXHIBIT D – Encroachment Guidelines

1. FENCES / LANDSCAPING

Fences may not be allowed to parallel the pipeline(s) within associated right-of-way. Fence posts will not be allowed within 5 feet of the centerline of the pipeline(s). Trees and mature shrubs exceeding 3 feet in height and/or obstructing the view of the marker posts are not permitted on the ROW. The landowner accepts full responsibility for future damage to the fence/landscaping in the event access to the pipeline(s) is required.

2. PIPELINE COVER / BACKFILL MATERIAL

Any change in the surface grade or elevation on or over the pipeline and easement must be approved by the Company in advance. Any exposed Company pipe backfill material shall be reviewed and approved by the Company prior to use. No concrete or fill material is allowed within 12 inches of the outer surface of a pipeline.

3. STREETS, ROADS, PRIVATE DRIVEWAYS, PARKING LOTS, ACCESS ROADS, EQUIPMENT CROSSINGS

- A. The pipeline must be covered with a minimum of 4.0 feet in the center of the roadway and 3.0 feet in the drainage ditches. The depth of cover shall be maintained across the full width of the easement and shall be measured from top-of-pipe to bottom of road surface or ditch.

Note: If the pipeline to be crossed is used to transport a highly volatile liquid (HVL), the minimum cover in drainage ditches must be 4.0 feet.

- B. Roads shall not run lengthwise within the easement and must cross such that the angle measured between the proposed road and the easement is not less than 45 degrees.
- C. A Company representative shall have the opportunity to make an inspection of its underground pipeline prior to the start of any construction.
- D. An "engineering impact study" must be performed to ensure the additional longitudinal stress due to external loads is acceptable.
- E. Equipment such as for construction, logging, etc., must cross the pipeline(s) only at approved crossing locations where the cover and longitudinal stresses have been checked by the Company and determined adequate to meet load-bearing requirements.
- F. Warning tape, McMaster-Carr No. 8288T12 or equal, shall be placed under the paved area along the route of each pipeline.

4. OPEN WATERWAYS

Open waterways and drainage ditches must have a minimum of 5.0 feet of cover from the top of the pipeline to the bottom of the ditch. Larger open waterways are defined as streams, rivers or canals and are considered on an individual basis.

5. EXCAVATION

- A. Plans for excavation and shoring on the easement must be approved by the Company prior to commencing any work via a Facility Locate Ticket. Excavation closer than 2.0 feet to the pipeline shall be done by hand (soft dig technology) until the pipeline is exposed and shall be done only in the presence of a Company authorized representative.
- B. Any plowing or ripping of soil on the easement, including agricultural, at depths greater than 1.0 foot shall not be performed without the Company's prior approval and observation.
- C. When a backhoe is used, the bucket teeth/butter bar shall be curled under each time it is brought back into the ditch to reduce the chance of teeth/butter bar contacting the pipe. Any coating/pipe/cathodic protection facility damage shall be reported – see contacts below.

6. GENERAL REQUIREMENTS

- A. An authorized Company representative must be on-site during all excavation and cleanup work performed on the easement.
- B. All buried lines crossing the easement must cross so that the angle measured between the proposed buried line and easement is as perpendicular as practical (between 45 and 90 degrees).
- C. For parallel pipeline/utility encroachments, if feasible, the foreign pipeline/utility should be located at the edge of the existing right-of-way but with no less than 15 feet of horizontal separation.
- D. All buried foreign lines shall cross below Company's pipeline and maintain a minimum vertical separation of 10 feet, with the same elevation depth carried across the entire easement.
- E. As a protective measure for buried lines crossing Company easements, vinyl direct buried warning tape, McMaster-Carr No. 8288T12 or equal, shall be placed above the crossing line for the entire width of the pipeline easement.
- G. Surface markers shall be installed by the Encroaching Party on each side of the utility crossing and shall exhibit the depth of the crossing.
- H. All metallic foreign line crossings, such as, but not limited to, metallic pipelines, and water mains, shall have a test station installed at the Encroaching Party's expense, at every crossing, per the typical foreign line test station drawing attached. The Company and the Encroaching Party shall jointly conduct a cathodic protection interference survey. The Company shall determine if any further modifications are needed. The Encroaching Party shall pay for all associated costs related to the installation of the test station, interference testing, and further modifications.

7. COMMUNICATION AND ELECTRICAL LINES (Telephone, TV, Etc.)

- A. Such lines shall be installed in accordance with guidelines of the National Electric Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- B. Such lines shall be encased in a rigid nonmetallic conduit across the full width of the right-of-way.
- C. Such lines shall have a minimum ground cover as follows: 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,001 to 40,000 volts; and 42 inches for 41,001 and above, subject to provisions contained in Section 6..
- D. If the power cable has an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.
- E. For all electrical encroachments and crossings, above and below ground, the Company shall perform an engineering risk study, and install mitigation systems as necessary. The Encroaching Party shall pay for all associated costs related to the engineering risk study and mitigation systems.

8. SEWER AND WATER LINES

- A. These shall meet all above General Requirements of Buried Line Crossings except metallic conduit.
- B. Sewer line crossings are limited to main or tight lines only. Distribution lines, perforated or non-enclosed, are not permitted.

9. SUBSURFACE DRAIN TILE

These shall meet the provisions of General Requirements of Foreign Line Crossings and Encroachments.

10. METALLIC PIPE CROSSINGS

These shall meet all above General Requirements of Buried Line Crossings except metallic conduit.

11. ABOVEGROUND LINE CROSSINGS AND ENCROACHMENTS

- A. Utility poles and guys shall maintain a minimum of **20 feet** distance from any pipeline.
- B. These shall meet the provisions of Paragraph 7 of Communication and Electrical Lines of Foreign Line Crossings and Encroachments.

Note: These specifications are subject to change. Please contact the Company prior to commencing your activity.

APC/WGR Operating Midstream Contacts:

Operations Manager:	Scott Heiner	307-352-3322
Field Supervisor:	Robin Fletcher	307-212-3498
Field Foreman:	Rob Cordova	307-870-2913

Additional Contacts:	Patrick Draw Plant	307-382-4562
	Utility Notification Center (CO811)	811

ATTACHMENT B

to

PacifiCorp Notice of Affiliate Transaction

**ENCROACHMENT AGREEMENT
FOR THE ROCKY MOUNTAIN POWER AEOLUS TO JIM BRIDGER
500kV TRANSMISSION LINE**

This Encroachment Agreement ("Agreement") is hereby entered into this 24th day of May, 2019, by and between **WGR Operating, LP and its affiliates**, with offices located at 1099 18th Street, Suite 1800, Denver, CO 80202 ("Pipeline Owner"), and **Rocky Mountain Power**, a division of PacifiCorp, an Oregon corporation, with an office located at 1407 West North Temple #110, Salt Lake City, Utah 84116 ("Rocky Mountain Power"). Pipeline Owner and Rocky Mountain Power are sometimes jointly referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Pipeline Owner owns, operates and maintains high pressure pipelines which transport natural gas throughout southwestern Wyoming; said pipelines are generally buried underground pursuant to easements and rights of way of record.

WHEREAS, Rocky Mountain Power desires to construct, install, operate, access, and maintain a high voltage power line (the "Power Line") over, under, and through areas covered by certain pipeline easements held by Pipeline Owner (collectively referred to as "Owner's Easements"), and Rocky Mountain Power desires to obtain Pipeline Owner's consent for the Power Line. A general vicinity map showing the location of the Power Line and the location of Owner's Easements in the vicinity is attached as Exhibit A.

WHEREAS, Pipeline Owner is willing to permit, and Rocky Mountain Power desires to construct, the Power Line within Owner's Easements subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

1. **AUTHORIZATION:** Pipeline Owner hereby authorizes and consents to Rocky Mountain Power's use of the Encroachment Areas to install, construct, operate, access, and maintain the Power Line in accordance with the terms of this Agreement.

2. **PERMITS:** Rocky Mountain Power has obtained or will obtain all agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, necessary for the construction activities contemplated herein.

3. **CONSTRUCTION OF IMPROVEMENTS:** Initial construction will be performed according to the Scope of Work (attached hereto as Exhibit B), using equipment typical for similar projects, of such types and weights as shall be coordinated with Pipeline Owner prior to initial construction. All construction, continued and future use of the Power Line shall be performed in accordance with the following specifications (and pursuant to the requirements set forth on Exhibit

D, attached hereto and incorporated herein):

1. Rocky Mountain Power shall ensure that adequate cover is maintained over the pipeline during periods of active construction or access.
 2. Rocky Mountain Power shall not plant any trees or deep-rooted shrubs or vegetation within the Encroachment Area.
 3. Rocky Mountain Power shall not conduct any excavations within the Encroachment Area without Pipeline Owner's prior consent, which shall not be unreasonably withheld, conditioned or delayed.
4. INSPECTION: Pipeline Owner shall be permitted to provide an onsite inspector ("Inspector") while Rocky Mountain Power is working within the Encroachment Areas.
5. ONE-CALL NOTICES: Rocky Mountain Power shall notify Pipeline Owner through the local One-Call Service at least two (2) full business days but not more than fourteen (14) full business days before excavation or grading work commences on or near the Encroachment Areas, and shall otherwise comply with the requirements of the Wyoming Underground Facilities Notification Act.
6. CATHODIC PROTECTION AND AC MITIGATION: Pipeline Owner shall have the right, at Rocky Mountain Power's cost, to conduct studies to determine whether induced AC voltage mitigation is required, which studies shall be performed by a reputable AC corrosion analysis contractor. Upon Pipeline Owner's and its contractor's execution of a confidentiality agreement in favor of Rocky Mountain Power, Rocky Mountain Power will cooperate with the study and provide such data as may be reasonably necessary for the contractor to perform the study. Pipeline Owner shall provide Rocky Mountain Power with a copy of the study upon its completion, and Rocky Mountain Power and Pipeline Owner shall confer and mutually agree upon what, if any, AC corrosion testing, monitoring and/or mitigation will be installed. The cost of the agreed-upon testing, monitoring and/or mitigation shall be paid by Rocky Mountain Power. Pipeline Owner agrees to participate in good faith negotiations with Rocky Mountain Power to reach a separate pipeline mitigation plan as required for Rocky Mountain Power to energize the Power Line to include, but not limited to, proper mitigation, cathodic protection and AC monitoring for Pipeline Owner's pipelines within the scope of the Encroachment Agreement. Rocky Mountain Power shall bear all cost of such studies.
7. ROADS: Rocky Mountain Power or its contractor shall take reasonable precautions to protect Pipeline Owner's facilities at road crossings.
8. RESTORATION: Rocky Mountain Power shall be responsible for restoration of all disturbed land and damages on the Encroachment Areas to the extent caused by Rocky Mountain Power, its contractors, agents and employees in the construction or maintenance of the Power Line.
9. RELATIVE PRIORITY OF RIGHTS: Pipeline Owner, its successors and assigns, retains all rights that Pipeline Owner possesses under Owner's Easements. Although the Parties foresee the use of the Owner's Easements in a mutually agreeable manner, the presence of the power line under

this agreement is subordinate to Pipeline Owner's rights under Owner's Easements. Rocky Mountain Power agrees, if practicable, to move or cause to be moved any of its or its contractors' personal property including but not limited to equipment, vehicles, and trailers that may prevent Pipeline Owner from reasonably accessing the Owner's Easements and pipeline facilities in a timely manner.

10. INDEMNITY: Rocky Mountain Power agrees to protect, indemnify and hold harmless Pipeline Owner, its officers, agents and employees from and against any and all loss, damage, injury or death to any person or property, including Pipeline Owner, which may arise by reason of or incident to Rocky Mountain Power's occupancy, use, installation, maintenance, or continuation of the Power Line within Owner's Easements, except to the extent such loss, damage, injury or death is caused by Pipeline Owner or its officers, agents, employees or invitees.

11. INSURANCE REQUIREMENTS: Rocky Mountain Power shall require its contractors to maintain commercially reasonable insurance during construction within the Encroachment Areas.

12. AS-BUILT DRAWINGS: Within six months following the substantial completion of the Power Line, Rocky Mountain Power shall provide without charge to Pipeline Owner a copy of its "as-built" drawings of the Power Line.

13. NOTICES: All notices to either party hereto shall be in writing and delivered personally, or sent by U. S. postal or commercial delivery service with delivery confirmation, to the addresses hereinabove given.

14. COOPERATION OF SUBCONTRACTORS: Rocky Mountain Power shall ensure the cooperation of its contractors and agents with Pipeline Owner with respect to the terms and conditions of this Agreement and their involvement with the activities described herein.

15. SUBSEQUENT OWNERS OF ENCROACHMENTS: This Agreement shall apply to subsequent owner(s) of the Power Line, and any subsequent owner(s) shall take ownership of the Power Line subject to the terms of this Agreement. This Agreement shall run with the land and the Pipeline Owner's Easements, and shall inure to the benefit of and be binding on the respective successors, assigns, heirs and personal representatives of the Pipeline Owner. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Pipeline Owner's Easements or to waive statutory, common law or other rights that Pipeline Owner may have against subsequent owner(s) of the Power Line.

16. GOVERNING LAW. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any suit, action, or proceeding arising out of or relating to this Agreement may only be instituted in a state or federal court in Cheyenne, Wyoming. Each party waives any objection which it may have now or hereafter to exclusive venue of such action or proceeding in the state or federal courts of Cheyenne, Wyoming, and irrevocably submits to the exclusive jurisdiction of any such state or federal court in any such suit, action or proceeding.

17. 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.

Remainder of this Page is Intentionally Left Blank – Signature Page to follow

The Parties execute this Agreement on the date first written above.

WGR Operating, LP

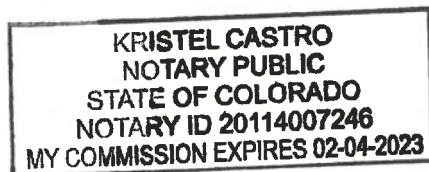
By: John S. Jordan
Its: John S. Jordan
Agent and Attorney-in-Fact

93

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER) §

On the 28th day of May, 2019, John S. Jordan personally appeared before me and being by me duly sworn did say that s/he is the Agent & Attorney-in-Fact of WGR OPERATING, LP, and that the above Encroachment Agreement was signed on behalf of WGR OPERATING, LP and said John S. Jordan acknowledged to me that s/he, as the Agent and Attorney-in-Fact of WGR OPERATING, LP, signed the same.



Kristel Castro
Notary Public

Rocky Mountain Power

By: Todd Jensen

Its: Todd Jensen

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF Salt Lake)



On the 29 day of May, 2019, Todd Jensen personally appeared before me and being by me duly sworn did say that s/he is the VP Project Delivery of Rocky Mountain Power, and that the above Encroachment Agreement was signed on behalf of Rocky Mountain Power and said Todd Jensen acknowledged to me that s/he, as the V.P Project Delivery of Rocky Mountain Power, signed the same.

[Signature]
Notary Public

EXHIBIT A
General Vicinity Map Showing Location of Power Line and Location of Pipeline Owner's Easements



Scale is 1 inch = 2,000 feet when printed on 11x17 page

0 2,000 4,000 Feet

POWER ENGINEERS

PACIFICORP

Rev D Initials: CB Date: 5/8/2019

Legend:

- Pipeline Access Road Crossing
- Transmission Centerline Crossing
- Structure
- ROW Edge
- Anadarko Pipeline
- Private O&M Road
- Public O&M Road
- Existing Road
- Temporary Road
- Improve Existing Road
- New Road
- Major Highway
- PLSS Section
- PLSS Township/Range

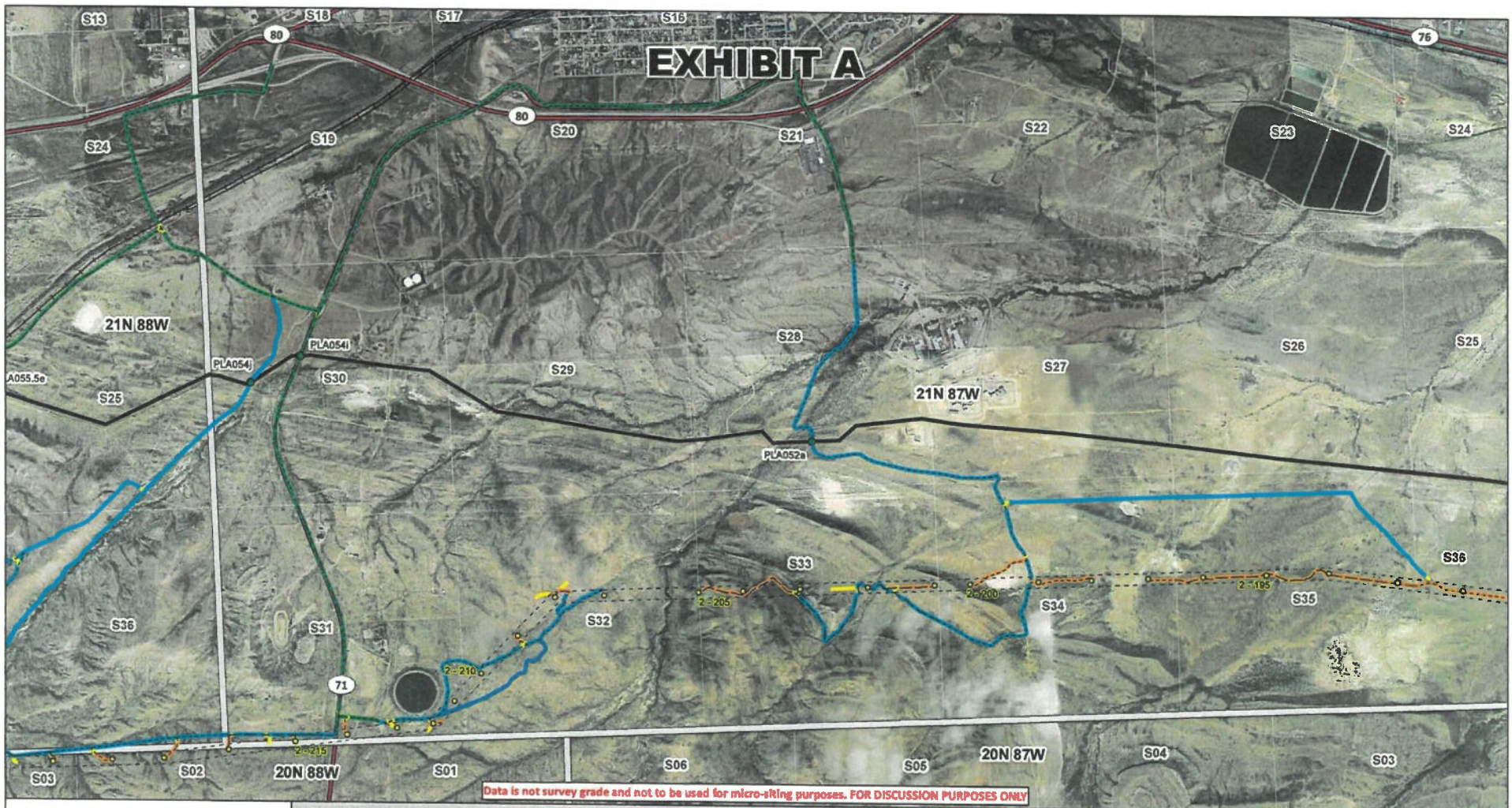
*These are the remainder Anadarko crossings, not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement.



Gateway West Transmission Line Project
Shirley Basin to Jim Bridger
Segment 2 & 3

Anadarko Pipeline Network
 Page 1 of 14

Imagery Date:
 Approximately 2015/16/17 DigitalGlobe



Scale is 1 inch = 2,000 feet when printed on 11x17 page

0 2,000 4,000 Feet

POWER ENGINEERS

PACIFICORP

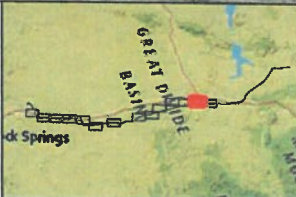
Rev D Initials: CB Date: 5/8/2019

● Pipeline Access Road Crossing
○ Structure
--- ROW Edge
— Anadarko Pipeline
— Private O&M Road

--- Public O&M Road
— Existing Road
--- Temporary Road
— Improve Existing Road
— New Road

— Secondary Road
— Major Highway
— Railroad
— PLSS Section
□ PLSS Township/Range

*These are the remainder Anadarko crossings, not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement.

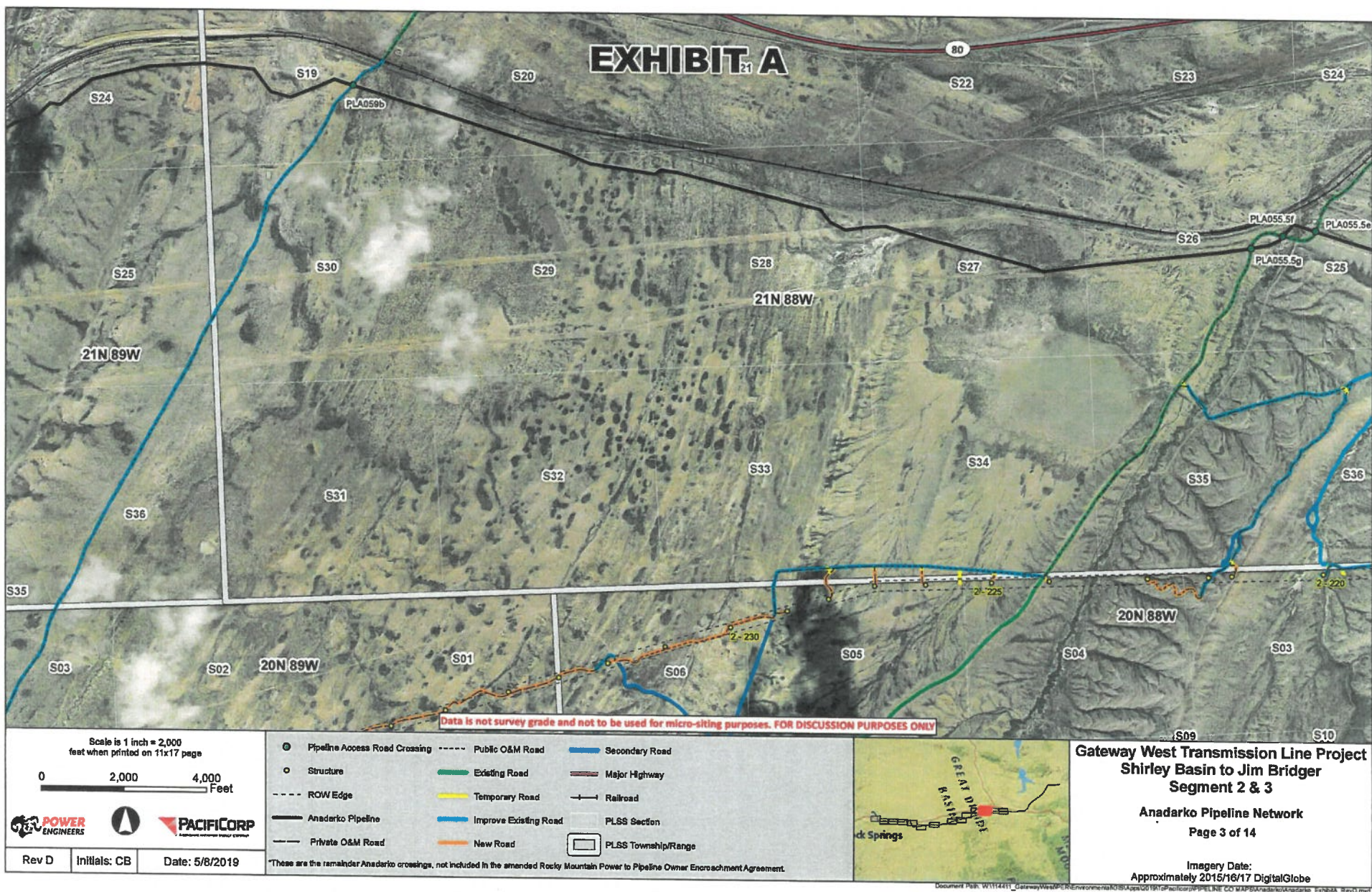


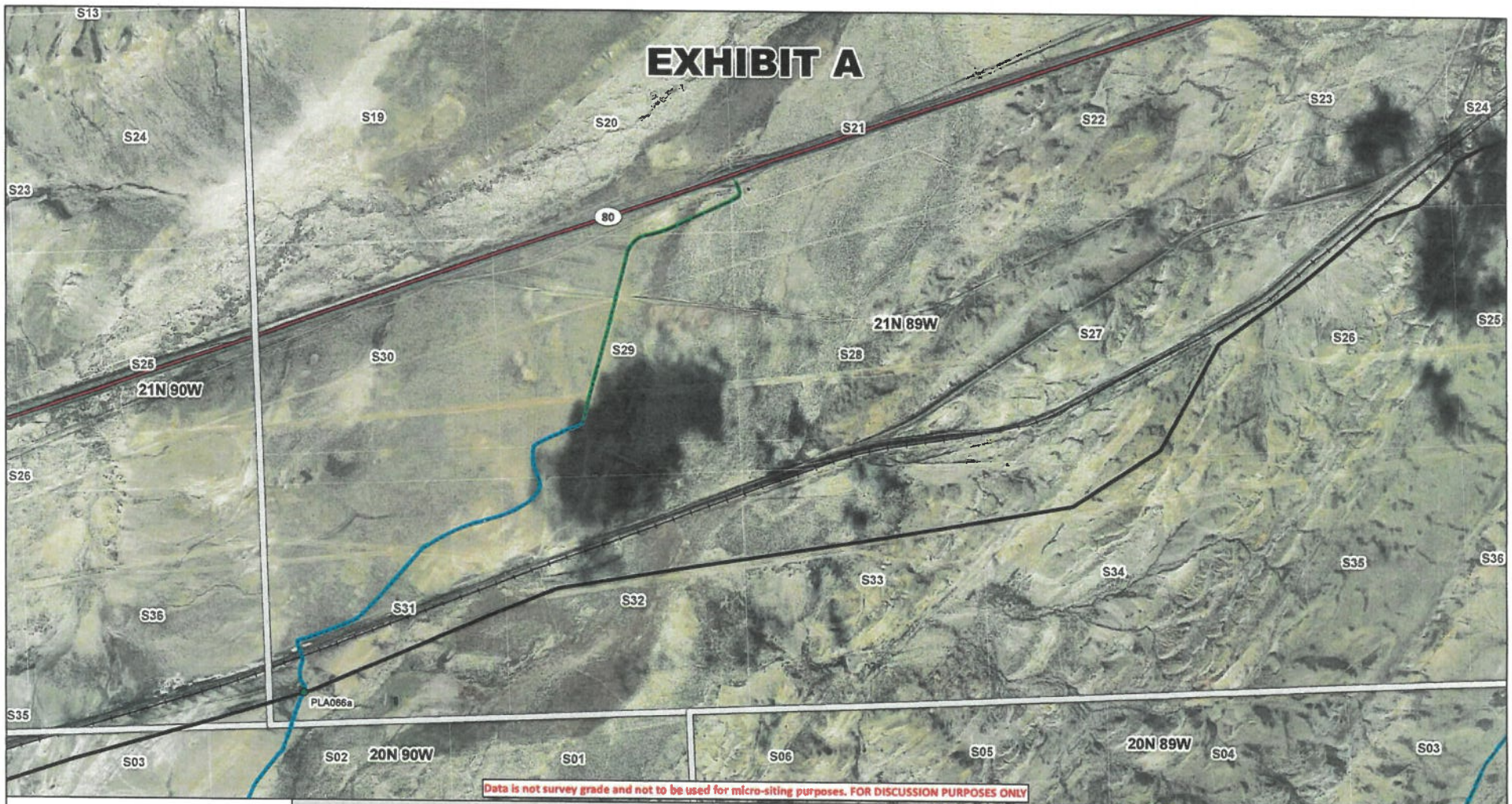
Gateway West Transmission Line Project
Shirley Basin to Jim Bridger
Segment 2 & 3

Anadarko Pipeline Network
 Page 2 of 14

Imagery Date:
 Approximately 2015/16/17 DigitalGlobe

Document Path: W:\114411_GatewayWest2PDR\EnvironmentalGIS\Appendix\1917P\pacificorp\PIPELINE_CD\MAPS\Anadarko\Anadarko_ExhibitA_Rev0.mxd





Scale is 1 inch = 2,000 feet when printed on 11x17 page

0 2,000 4,000 Feet

POWER ENGINEERS

PACIFICORP

Rev D Initials: CB Date: 5/8/2019

● Pipeline Access Road Crossing

— Anadarko Pipeline

— Private O&M Road

— Public O&M Road

— Existing Road

— Improve Existing Road

— Major Highway

— Railroad

PLSS Section

PLSS Township/Range

*These are the remainder Anadarko crossings, not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement.



Gateway West Transmission Line Project

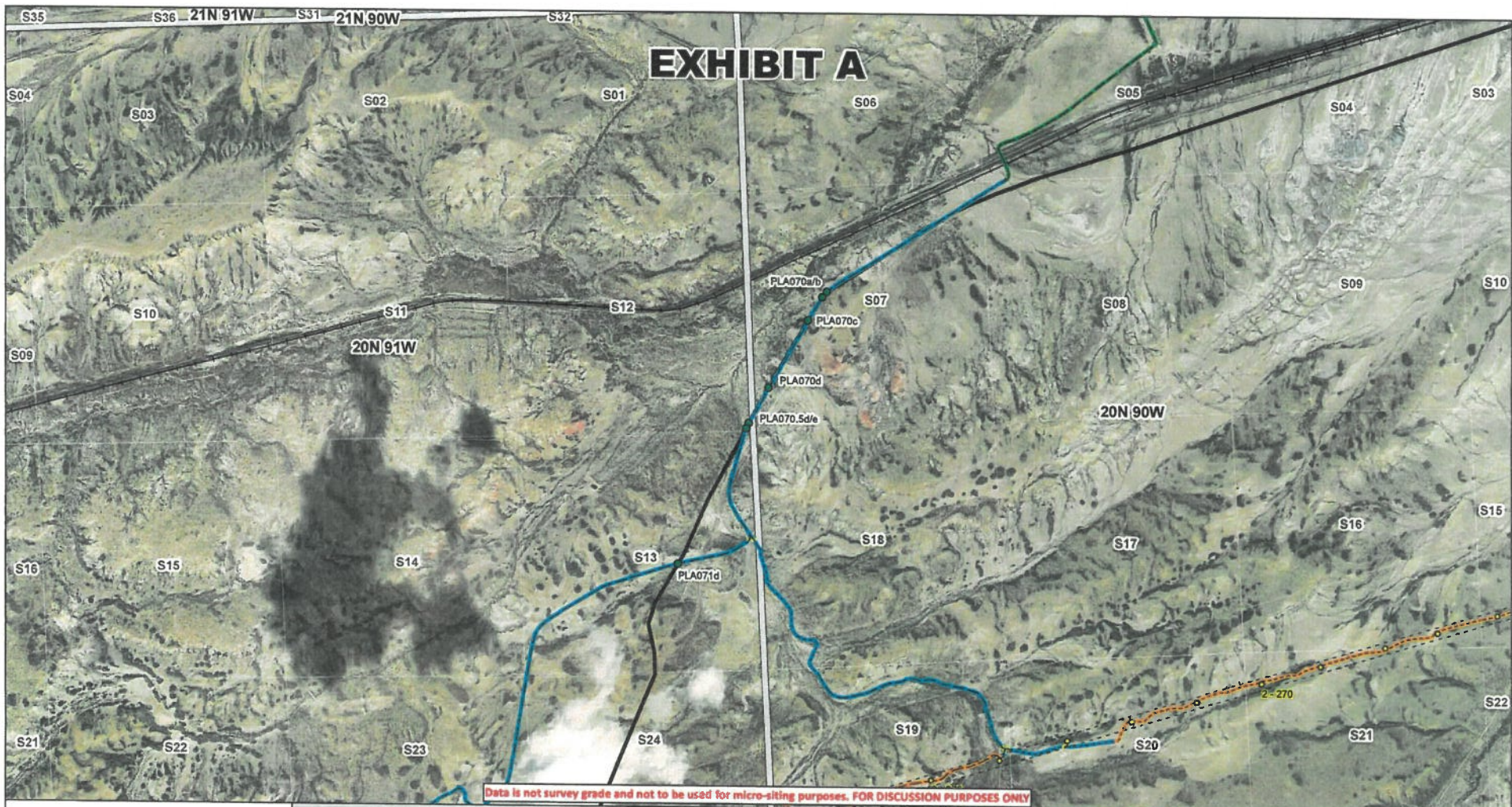
Shirley Basin to Jim Bridger

Segment 2 & 3

Anadarko Pipeline Network

Page 4 of 14

Imagery Date: Approximately 2015/16/17 DigitalGlobe



Scale is 1 Inch = 2,000 feet when printed on 11x17 page

0 2,000 4,000 Feet

● Pipeline Access Road Crossing	----- Public O&M Road	--- Railroad
○ Structure	--- Existing Road	--- PLSS Section
--- ROW Edge	--- Temporary Road	□ PLSS Township/Range
--- Anadarko Pipeline	--- Improve Existing Road	
--- Private O&M Road	--- New Road	

*These are the remainder Anadarko crossings, not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement.

Great Bend
Rock Springs


Gateway West Transmission Line Project
Shirley Basin to Jim Bridger
Segment 2 & 3


Anadarko Pipeline Network
 Page 5 of 14

Imagery Date:
 Approximately 2015/16/17 DigitalGlobe

Scale is 1 inch = 2,000 feet when printed on 11x17 page

0 2,000 4,000 Feet

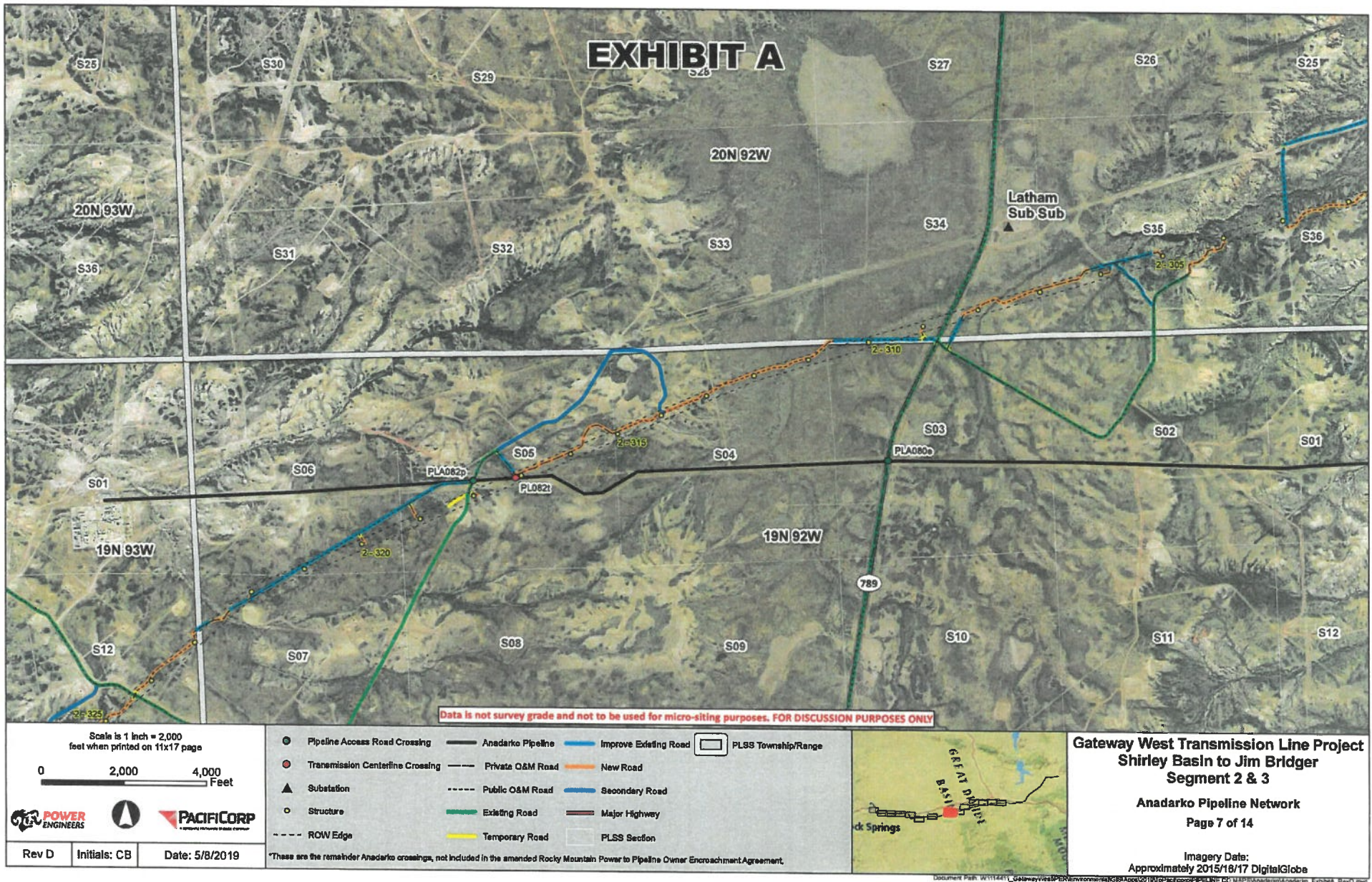
 **POWER ENGINEERS**

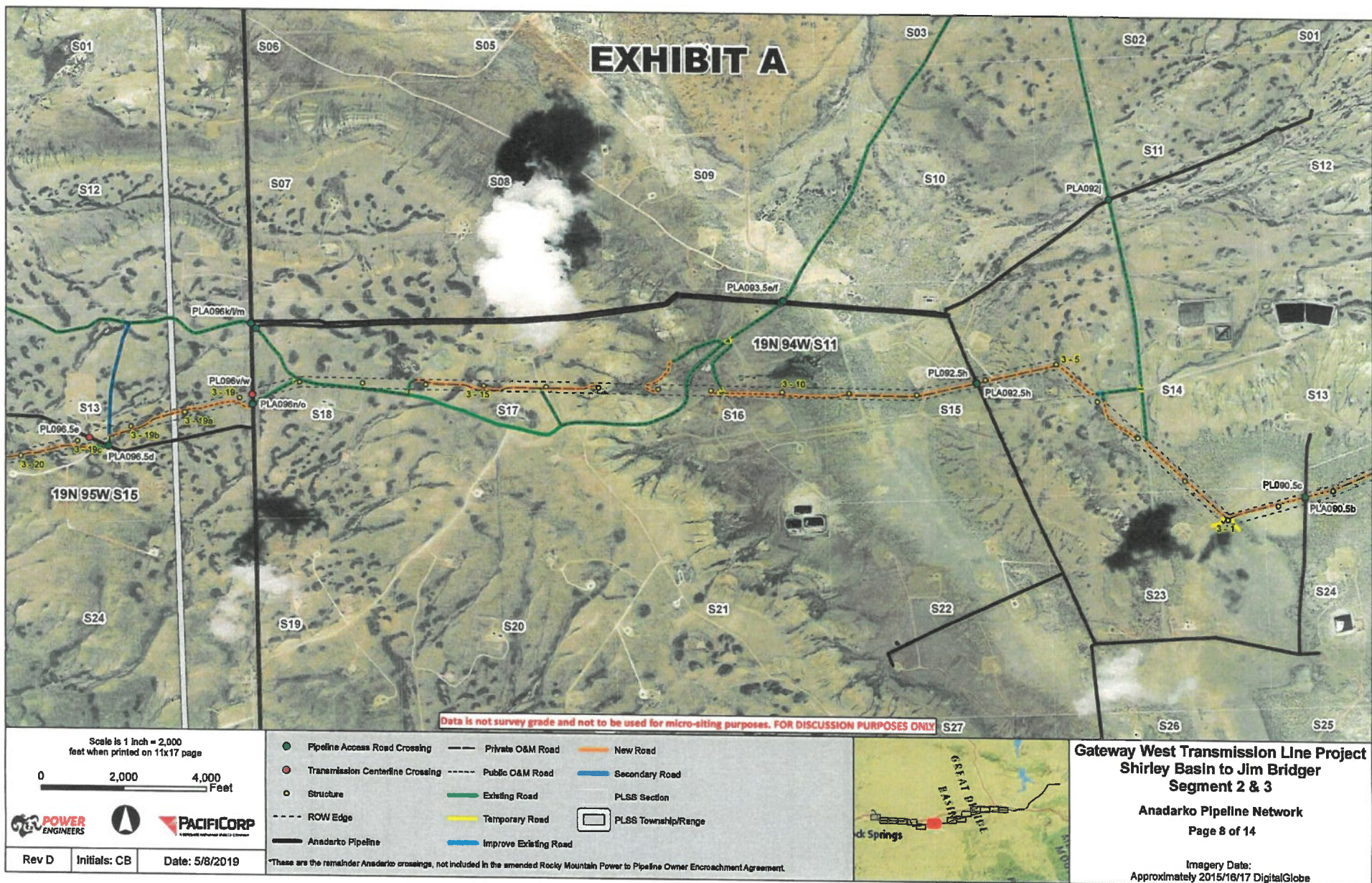
 **PACIFICORP**

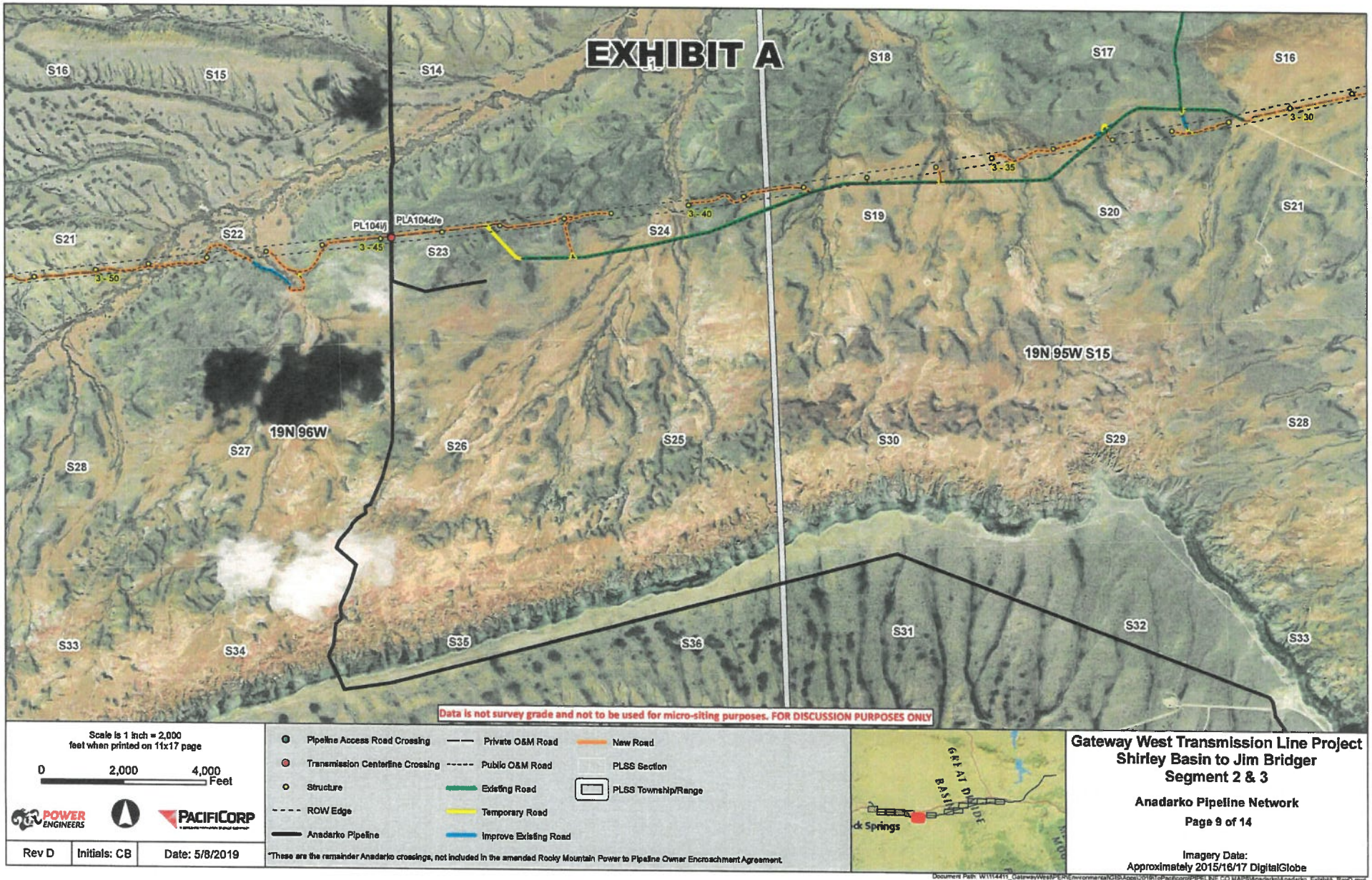
-

Imagery Date:
Approximately 2015/16/17 DigitalGlobe

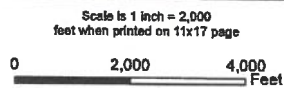
Document Path: W:\114411_GatewayWest\PER\Environmental\GIS\Apps\GIS\ATP\atp\acip\proj\PIPELINE_CO_MAPS\114411\114411_nad2011.nad2011.tif Exhibit 6, Item 2's source























Data is not survey grade and not to be used for micro-siting purposes. FOR DISCUSSION PURPOSES ONLY



Rev D	Initials: CB	Date: 5/8/2019
-------	--------------	----------------

-  Pipeline Access Road Crossing
  Private O&M Road
  New Road
  PLSS Township/Range
 Transmission Centerline Crossing
  Public O&M Road
  Secondary Road
 Structure
  Existing Road
  Major Highway
 ROW Edge
  Temporary Road
  Railroad
 Anadarko Pipeline
  Improve Existing Road
  PLSS Section

*These are the remainder Andacirio crossings, not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement.

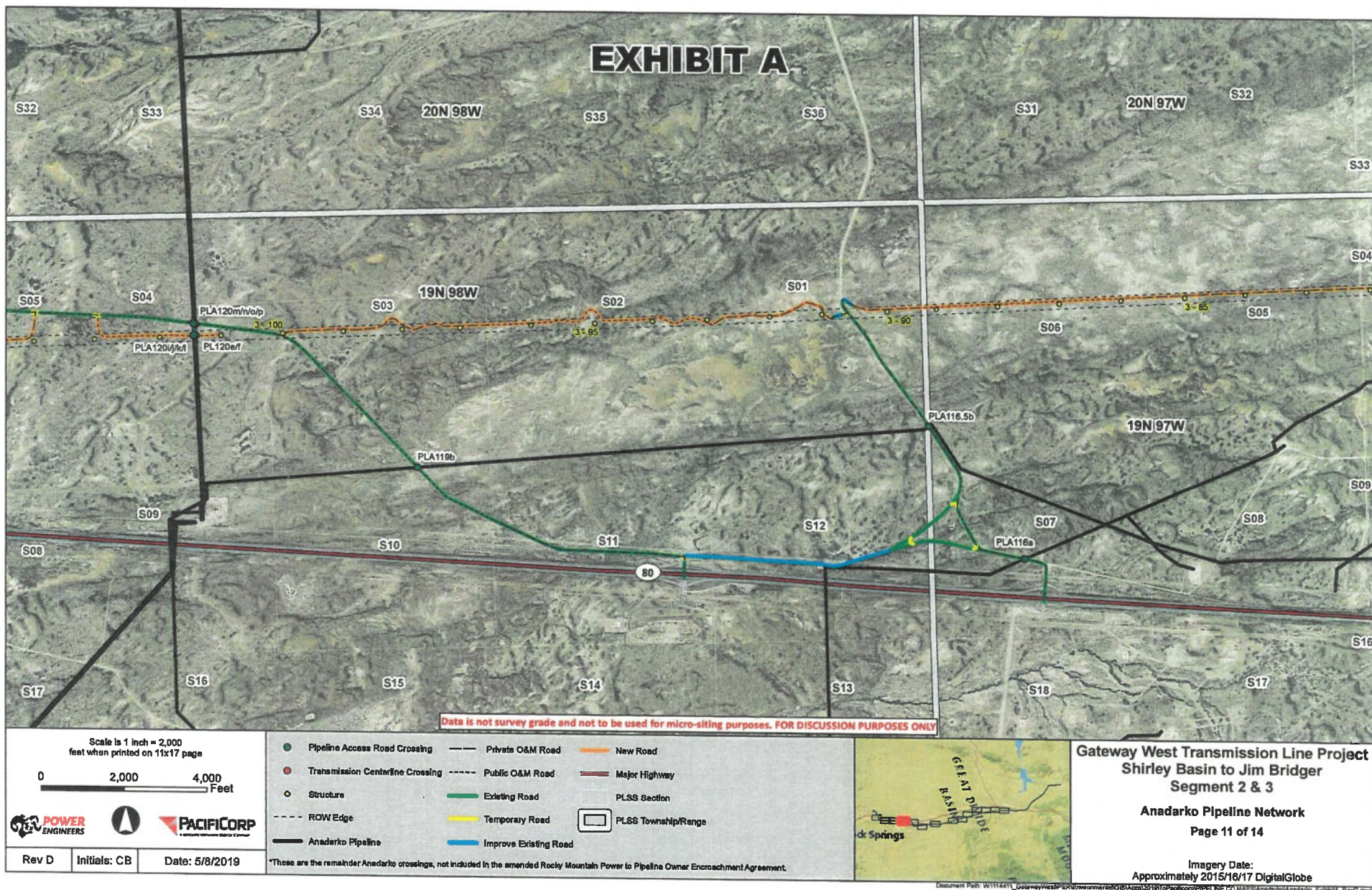


**Gateway West Transmission Line Project
Shirley Basin to Jim Bridger
Segment 2 & 3**

Anadarko Pipeline Network

Page 10 of 14

Imagery Date:
Approximately 2015/16/17 DigitalGlobe





**PACIFICORP
EGW: AEOLUS-JIM BRIDGER PROJECT
ANADARKO EXHIBIT A
PIPELINE CROSSING LOCATIONS**

****(These are the remainder Anadarko crossings not included in the amended Rocky Mountain Power to Pipeline Owner Encroachment Agreement dated April 23, 2019.)**

ID	Data Source	Ahead Span	Date Created	Source Date	Crossing Owner	Subtype	Longitude	Latitude	Pipeline Parent	Township/Range
PLA045.5f	Anadarko	2 - 175	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 12.893" W	41° 44' 57.748" N	Anadarko	T21R86S33
PLA045.5g	Anadarko	2 - 175	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 20.379" W	41° 44' 57.754" N	Anadarko	T21R86S33
PLA045.5h	Anadarko	2 - 175	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 20.512" W	41° 44' 57.754" N	Anadarko	T21R86S33
PLA045.5i	Anadarko	2 - 175	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 20.688" W	41° 44' 57.755" N	Anadarko	T21R86S33
PLA045.5j	Anadarko	2 - 176	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 36.393" W	41° 44' 57.777" N	Anadarko	T21R86S33
PLA045b	Anadarko	2 - 172	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 5' 28.609" W	41° 44' 58.620" N	Anadarko	T21R86S34
PLA046.5c	Anadarko	2 - 180	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 23.944" W	41° 44' 58.683" N	Anadarko	T21R86S32
PLA046.5d	Anadarko	2 - 180	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 24.016" W	41° 44' 58.686" N	Anadarko	T21R86S32
PLA046.5e	Anadarko	2 - 180	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 24.041" W	41° 44' 58.687" N	Anadarko	T21R86S32
PLA046.5f	Anadarko	2 - 180	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 38.060" W	41° 44' 59.160" N	Anadarko	T21R86S32
PLA046.5h	Anadarko	2 - 180	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 38.064" W	41° 44' 59.160" N	Anadarko	T21R86S32
PLA046k	Anadarko	2 - 177	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 38.073" W	41° 44' 59.160" N	Anadarko	T21R86S32
PLA046l	Anadarko	2 - 177	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 43.430" W	41° 44' 57.704" N	Anadarko	T21R86S33
PLA046m	Anadarko	2 - 177	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 44.854" W	41° 44' 57.659" N	Anadarko	T21R86S33
PLA046n	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 50.780" W	41° 44' 57.704" N	Anadarko	T21R86S33
PLA046o	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 53.129" W	41° 44' 57.751" N	Anadarko	T21R86S33
PLA046p	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 53.705" W	41° 44' 57.768" N	Anadarko	T21R86S33
PLA046q	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 6' 54.251" W	41° 44' 57.782" N	Anadarko	T21R86S33
PLA046r	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 7.967" W	41° 44' 58.130" N	Anadarko	T21R86S33
PLA046s	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 8.486" W	41° 44' 58.142" N	Anadarko	T21R86S33
PLA047g	Anadarko	2 - 178	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 8.995" W	41° 44' 58.152" N	Anadarko	T21R86S33
PLA047h	Anadarko	2 - 182	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 52.173" W	41° 44' 59.516" N	Anadarko	T21R86S32
PLA047i	Anadarko	2 - 182	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 52.824" W	41° 44' 59.535" N	Anadarko	T21R86S32
PLA047j	Anadarko	2 - 183	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 7' 53.148" W	41° 44' 59.544" N	Anadarko	T21R86S32
PLA047k	Anadarko	2 - 183	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 8' 7.705" W	41° 44' 59.934" N	Anadarko	T21R86S32
PLA047l	Anadarko	2 - 183	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 8' 8.070" W	41° 44' 59.946" N	Anadarko	T21R86S32
PLA052a	Anadarko	2 - 202	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 8' 8.717" W	41° 44' 59.960" N	Anadarko	T21R86S32
PLA054i	Anadarko	2 - 214	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 13' 31.006" W	41° 45' 29.071" N	Anadarko	T21R87S28
PLA054j	Anadarko	2 - 215	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 15' 57.967" W	41° 45' 51.458" N	Anadarko	T21R87S30
PLA055.5e	Anadarko	2 - 220	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 16' 12.804" W	41° 45' 46.074" N	Anadarko	T21R87S30
PLA055.5f	Anadarko	2 - 220	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 17' 30.046" W	41° 45' 47.126" N	Anadarko	T21R88S25
PLA055.5g	Anadarko	2 - 221	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 17' 40.488" W	41° 45' 46.248" N	Anadarko	T21R88S26
PLA059b	Anadarko	2 - 236	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 17' 50.754" W	41° 45' 43.595" N	Anadarko	T21R88S26
PLA066a	Anadarko	2 - 261	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 22' 34.095" W	41° 46' 29.211" N	Anadarko	T21R88S19
PLA070.5d	Anadarko	2 - 277	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 30' 9.506" W	41° 44' 32.898" N	Anadarko	T21R89S31
PLA070.5e	Anadarko	2 - 277	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 35' 13.855" W	41° 42' 56.005" N	Anadarko	T20R91S12
							107° 35' 14.698" W	41° 42' 54.849" N	Anadarko	T20R91S12

PLA070a	Anadarko	2 - 276	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 34' 49.790" W	41° 43' 23.850" N	Anadarko	T20R90S7
PLA070b	Anadarko	2 - 276	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 34' 51.237" W	41° 43' 22.679" N	Anadarko	T20R90S7
PLA070c	Anadarko	2 - 276	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 34' 55.491" W	41° 43' 17.745" N	Anadarko	T20R90S7
PLA070d	Anadarko	2 - 277	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 35' 7.653" W	41° 43' 3.539" N	Anadarko	T20R90S7
PLA071d	Anadarko	2 - 279	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 35' 35.944" W	41° 42' 25.833" N	Anadarko	T20R91S13
PLA072d	Anadarko	2 - 280	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 36' 10.612" W	41° 41' 17.289" N	Anadarko	T20R91S24
PLA080e	Anadarko	2 - 309	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 45' 11.948" W	41° 39' 1.140" N	Anadarko	T19R92S3
PLA082p	Anadarko	2 - 318	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	107° 47' 24.353" W	41° 38' 59.282" N	Anadarko	T19R92S5
PLA090.5b	Anadarko	2 - 348	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	107° 56' 44.466" W	41° 36' 55.724" N	Anadarko	T19R94S24
PLA092.5h	Anadarko	3 - 6	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	107° 58' 27.285" W	41° 37' 24.885" N	Anadarko	T19R94S15
PLA092j	Anadarko	3 - 4	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	107° 57' 43.481" W	41° 38' 7.767" N	Anadarko	T19R94S11
PLA093.5e	Anadarko	3 - 10	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	107° 59' 28.711" W	41° 37' 44.984" N	Anadarko	T19R94S16
PLA093.5f	Anadarko	3 - 10	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	107° 59' 28.009" W	41° 37' 45.486" N	Anadarko	T19R94S16
PLA096.5d	Anadarko	3 - 19b	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 3' 3.967" W	41° 37' 14.721" N	Anadarko	T19R95S13
PLA096k	Anadarko	3 - 18	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 2' 15.868" W	41° 37' 42.107" N	Anadarko	T19R94S18
PLA096l	Anadarko	3 - 18	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 2' 17.294" W	41° 37' 43.238" N	Anadarko	T19R94S18
PLA096m	Anadarko	3 - 18	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 2' 17.554" W	41° 37' 43.297" N	Anadarko	T19R94S18
PLA096n	Anadarko	3 - 18	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 2' 17.572" W	41° 37' 23.967" N	Anadarko	T19R94S18
PLA096o	Anadarko	3 - 18	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 2' 17.837" W	41° 37' 23.867" N	Anadarko	T19R94S18
PLA104d	Anadarko	3 - 44	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 11' 40.888" W	41° 36' 29.170" N	Anadarko	T19R96S23
PLA104e	Anadarko	3 - 44	5/8/2019	10/26/2018	Anadarko	Pipeline Access Crossing	108° 11' 40.633" W	41° 36' 29.186" N	Anadarko	T19R96S23
PLA111aa	Anadarko	3 - 69	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 17' 54.082" W	41° 38' 3.000" N	Anadarko	T19R97S11
PLA111w	Anadarko	3 - 69	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 17' 52.629" W	41° 38' 0.479" N	Anadarko	T19R97S11
PLA111x	Anadarko	3 - 69	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 18' 12.658" W	41° 37' 50.697" N	Anadarko	T19R97S14
PLA111y	Anadarko	3 - 69	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 18' 13.152" W	41° 37' 46.627" N	Anadarko	T19R97S14
PLA111z	Anadarko	3 - 69	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 18' 36.807" W	41° 38' 1.030" N	Anadarko	T19R97S11
PLA112.5b	Anadarko	3 - 75	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 18' 52.166" W	41° 39' 16.221" N	Anadarko	T19R97S03
PLA113b	Anadarko	3 - 76	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 19' 11.048" W	41° 39' 6.767" N	Anadarko	T19R97S03
PLA116.5b	Anadarko	3 - 89	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 23' 18.126" W	41° 38' 42.113" N	Anadarko	T19R97S07
PLA116a	Anadarko	3 - 87	12/4/2018	11/30/18	Anadarko	Pipeline Access Crossing	108° 22' 48.921" W	41° 38' 10.006" N	Anadarko	T19R97S07
PLA119b	Anadarko	3 - 97	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 26' 0.834" W	41° 38' 34.653" N	Anadarko	T19R98S10
PLA120i	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.210" W	41° 39' 7.260" N	Anadarko	T19R98S04
PLA120j	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.869" W	41° 39' 7.254" N	Anadarko	T19R98S04
PLA120k	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.215" W	41° 39' 7.437" N	Anadarko	T19R98S04
PLA120l	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.874" W	41° 39' 7.465" N	Anadarko	T19R98S04
PLA120m	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.280" W	41° 39' 10.040" N	Anadarko	T19R98S04
PLA120n	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.941" W	41° 39' 10.197" N	Anadarko	T19R98S04
PLA120o	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.286" W	41° 39' 10.283" N	Anadarko	T19R98S04
PLA120p	Anadarko	3 - 101	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 27' 10.946" W	41° 39' 10.349" N	Anadarko	T19R98S04
PLA122.5b	Anadarko	3 - 110	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 30' 17.042" W	41° 39' 2.852" N	Anadarko	T19R99S01
PLA122.5c	Anadarko	3 - 111	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 30' 15.700" W	41° 39' 27.704" N	Anadarko	T19R99S01
PLA122h	Anadarko	3 - 109	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 29' 54.481" W	41° 39' 5.033" N	Anadarko	T19R98S06
PLA122i	Anadarko	3 - 108	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 29' 41.450" W	41° 39' 24.048" N	Anadarko	T19R98S06
PLA123.5c	Anadarko	3 - 113	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 31' 7.184" W	41° 39' 5.354" N	Anadarko	T19R99S01
PLA123.5d	Anadarko	3 - 114	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 31' 16.230" W	41° 39' 34.261" N	Anadarko	T19R99S01
PLA123.5e	Anadarko	3 - 114	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 31' 30.851" W	41° 39' 19.432" N	Anadarko	T19R99S02
PLA123.5f	Anadarko	3 - 114	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 31' 32.516" W	41° 39' 16.870" N	Anadarko	T19R99S02

PLA124.5c	Anadarko	3 - 118	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 32' 39.534" W	41° 39' 32.588" N	Anadarko	T19R99S03
PLA135.5b	Anadarko	3 - 158	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 44' 9.595" W	41° 40' 48.354" N	Anadarko	T20R101S25
PLA135h	Anadarko	3 - 156	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 43' 27.105" W	41° 40' 22.549" N	Anadarko	T20R100S31
PLA135i	Anadarko	3 - 156	11/1/2018	10/26/2018	Anadarko	Pipeline Access Crossing	108° 43' 41.498" W	41° 40' 30.505" N	Anadarko	T20R100S30

EXHIBIT B – Scope of Work

PROJECT DESCRIPTION

Rocky Mountain Power is constructing a new 153 mile single circuit 500/345 kV overhead transmission line beginning at a new 500/230 kilovolt Aeolus Substation near Medicine Bow, Wyoming, to a new 500/345 kilovolt Anticline Substation near PacifiCorp's Jim Bridger plant, approximately ten miles northeast of Rock Springs, Wyoming. The transmission line crosses Bureau of Land Management, State of Wyoming, and private lands and will have a 250 foot right-of-way width. The line segment from Aeolus to Anticline will consist of 138 miles of 500 kilovolt constructed transmission line utilizing lattice towers. The line segment between Anticline to Jim Bridger will be 345 kilovolt constructed utilizing steel H-frame structures.

Construction of the project will begin in April 2019 for access roads, pad sites, foundation drilling and tower erection. Overhead conductor construction will begin third quarter 2019 and continue through August 2020. The project is scheduled to be energized fourth quarter 2020.

EXHIBIT D – Encroachment Guidelines

1. FENCES / LANDSCAPING

Fences may not be allowed to parallel the pipeline(s) within associated right-of-way. Fence posts will not be allowed within 6 feet of the centerline of the pipeline(s). Trees and mature shrubs exceeding 3 feet in height and/or obstructing the view of the marker posts are not permitted on the ROW. The landowner accepts full responsibility for future damage to the fence/landscaping in the event access to the pipeline(s) is required.

2. PIPELINE COVER / BACKFILL MATERIAL

Any change in the surface grade or elevation on or over the pipeline and easement must be approved by the Company in advance. Any exposed Company pipe backfill material shall be reviewed and approved by the Company prior to use. No concrete or fill material is allowed within 12 inches of the outer surface of a pipeline.

3. STREETS, ROADS, PRIVATE DRIVEWAYS, PARKING LOTS, ACCESS ROADS, EQUIPMENT CROSSINGS

A. The pipeline must be covered with a minimum of 4.0 feet in the center of the roadway and 3.0 feet in the drainage ditches. The depth of cover shall be maintained across the full width of the easement and shall be measured from top-of-pipe to bottom of road surface or ditch. Note: If the pipeline to be crossed is used to transport a highly volatile liquid (HVL), the minimum cover in drainage ditches must be 4.0 feet.

B. Roads shall not run lengthwise within the easement and must cross such that the angle measured between the proposed road and the easement is not less than 45 degrees.

C. A Company representative shall have the opportunity to make an inspection of its underground pipeline prior to the start of any construction.

D. An "engineering impact study" must be performed to ensure the additional longitudinal stress due to external loads is acceptable.

E. Equipment such as for construction, logging, etc., must cross the pipeline(s) only at approved crossing locations where the cover and longitudinal stresses have been checked by the Company and determined adequate to meet load-bearing requirements.

F. Warning tape, McMaster-Carr No. 8288T12 or equal, shall be placed under the paved area along the route of each pipeline.

4. OPEN WATERWAYS

Open waterways and drainage ditches must have a minimum of 5.0 feet of cover from the top of the pipeline to the bottom of the ditch. Larger open waterways are defined as streams, rivers or canals and are considered on an individual basis.

5. EXCAVATION

A. Plans for excavation and shoring on the easement must be approved by the Company prior to commencing any work via a Facility Locate Ticket. Excavation closer than 2.0 feet to the pipeline shall be done by hand (soft dig technology) until the pipeline is exposed and shall be done only in the presence of a Company authorized representative.

B. Any plowing or ripping of soil on the easement, including agricultural, at depths greater than 1.0 foot shall not be performed without the Company's prior approval and observation.

C. When a backhoe is used, the bucket teeth/butter bar shall be curled under each time it is brought back into the ditch to reduce the chance of teeth/butter bar contacting the pipe. Any coating/pipes/cathodic protection facility damage shall be reported – see contacts below.

6. GENERAL REQUIREMENTS

- A. An authorized Company representative must be on-site during all excavation and cleanup work performed on the easement.
- B. All buried lines crossing the easement must cross so that the angle measured between the proposed buried line and easement is as perpendicular as practical (between 45 and 90 degrees).
- C. For parallel pipeline/utility encroachments, if feasible, the foreign pipeline/utility should be located at the edge of the existing right-of-way but with no less than 15 feet of horizontal separation.
- D. All buried foreign lines shall cross below Company's pipeline and maintain a minimum vertical separation of 10 feet, with the same elevation depth carried across the entire easement.
- E. As a protective measure for buried lines crossing Company easements, vinyl direct buried warning tape, McMaster-Carr No. 8288T12 or equal, shall be placed above the crossing line for the entire width of the pipeline easement.
- G. Surface markers shall be installed by the Encroaching Party on each side of the utility crossing and shall exhibit the depth of the crossing.
- H. All metallic foreign line crossings, such as, but not limited to, metallic pipelines, and water mains, shall have a test station installed at the Encroaching Party's expense, at every crossing, per the typical foreign line test station drawing attached. The Company and the Encroaching Party shall jointly conduct a cathodic protection interference survey. The Company shall determine if any further modifications are needed. The Encroaching Party shall pay for all associated costs related to the installation of the test station, interference testing, and further modifications.

7. COMMUNICATION AND ELECTRICAL LINES (Telephone, TV, Etc.)

- A. Such lines shall be installed in accordance with guidelines of the National Electric Safety Code (public utility power and light companies) or the National Electric Code (private power and light companies).
- B. Such lines shall be encased in a rigid nonmetallic conduit across the full width of the right-of-way.
- C. Such lines shall have a minimum ground cover as follows: 24 inches for 0 to 600 volts; 30 inches for 601 to 22,000 volts; 36 inches for 22,001 to 40,000 volts; and 42 inches for 41,001 and above, subject to provisions contained in Section 8.
- D. If the power cable has an exposed concentric neutral, a test point from the ground wire shall be installed by the power company.
- E. For all electrical encroachments and crossings, above and below ground, the Company shall perform an engineering risk study, and install mitigation systems as necessary. The Encroaching Party shall pay for all associated costs related to the engineering risk study and mitigation systems.

8. SEWER AND WATER LINES

- A. These shall meet all above General Requirements of Buried Line Crossings except metallic conduit.
- B. Sewer line crossings are limited to main or light lines only. Distribution lines, perforated or non-enclosed, are not permitted.

9. SUBSURFACE DRAIN TILE

These shall meet the provisions of General Requirements of Foreign Line Crossings and Encroachments.

10. METALLIC PIPE CROSSINGS

These shall meet all above General Requirements of Buried Line Crossings except metallic conduit.

11. ABOVEGROUND LINE CROSSINGS AND ENCROACHMENTS

- A. Utility poles and guys shall maintain a minimum of 20 feet distance from any pipeline.
- B. These shall meet the provisions of Paragraph 7 of Communication and Electrical Lines of Foreign Line Crossings and Encroachments.

Note: These specifications are subject to change. Please contact the Company prior to commencing your activity.

APC/WGR Operating Midstream Contacts:

Operations Manager:	Scott Helmer	307-362-3322
Field Supervisor:	Robin Fletcher	307-212-3488
Field Foreman:	Rob Cordova	307-670-2913
Additional Contacts:	Patrick Drew Plant	307-362-4662
	Utility Notification Center (COB11)	811

ATTACHMENT C

to

PacifiCorp Notice of Affiliate Transaction



=====INVOICE=====

Rocky Mountain Power
1407 West North Temple #110
Salt Lake City, Utah 84116

BA NUMBER: JV41653201
INVOICE NO: 032022JV41653201M
INVOICE DATE: 3/28/2022
TERMS: NET 30 DAYS
Amount Due: \$ 1,543,342.02

ITEM	DESCRIPTION	A/E	GROSS	INTEREST	AMOUNT DUE
1	Other Operating Exp	2160672	\$ 1,298,367.30	100%	\$ 1,298,367.30
2	Transport/Frt-Ground	2160672	\$ 15,477.30	100%	\$ 15,477.30
3	Cathodic Protection	2160672	\$ 185,670.89	100%	\$ 185,670.89
4	Contract Labor Surfa	2160672	\$ 1,478.00	100%	\$ 1,478.00
5	Spill Contain/Clean	2160672	\$ 4,297.00	100%	\$ 4,297.00
6	Road & Location	2160672	\$ 37,907.03	100%	\$ 37,907.03
7	Environ Consult Svcs	2160672	\$ 144.50	100%	\$ 144.50

TOTAL AMOUNT DUE TO WGR OPERATING LP:

\$ 1,543,342.02

WGR Operating LP (Co 0727)

REMIT CHECK PAYMENT TO:

WGR Operating LP
P.O. Box 730951
Dallas, TX 75373-0951

REMIT ELECTRONIC PAYMENT TO:

JP Morgan Chase Bank
Chicago, IL
ABA 021000021 (wire only)
ABA 071000013 (ACH only)
WGR Operating LP
Account # 758664676

A SUBSIDIARY OF WESTERN MIDSTREAM