



Timothy K. Clark
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July 11, 2024

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 Kern River Gas
Transmission Company.
Docket Nos. 24-999-01 and 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 the Kern River Gas Transmission Company ("KRG T"). The parties entered into an agreement whereby PacifiCorp will obtain an encroachment permit (the "Permit") from KRG T. The Permit allows PacifiCorp to install electrical facilities across KRG T's pipelines and right-of-way in Utah County, Utah. A verified copy of the Permit is included here with this notice as Attachment A.

PacifiCorp is a wholly owned indirect subsidiary of Berkshire Hathaway Energy Company ("BHE"). KRG T is also a wholly owned indirect subsidiary of BHE. Therefore, BHE's ownership interest in both entities creates an affiliated interest relationship between PacifiCorp and KRG T.

A pipeline system owned and operated by KRG T transports natural gas to several western states. Some of its Utah pipelines are sited within Utah County in an area used by PacifiCorp. This Permit is needed by PacifiCorp to install a new power conduit across KRG T's pipelines and right-of-way to provide service to customers. For the safe operation of KRG T's and PacifiCorp's facilities, PacifiCorp will carry out the installation in compliance with the encroachment specifications included in Attachment A. Acquiring the Permit is in the public interest because it facilitates PacifiCorp's service to its customers.

The Permit will be provided at no cost with the understanding that PacifiCorp will cause the encroachment at no expense to KRG T, and that PacifiCorp shall be responsible for restoring all land that was disturbed by its encroachment.

Public Service Commission of Utah

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

Sincerely,



Timothy K. Clark
Assistant General Counsel
PacifiCorp

Enclosure:
Attachment A.pdf

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction



Permit No.
Date
One Call Ticket No(s). <u>C40880203</u>

ENCROACHMENT PERMIT

This Encroachment Permit is made and entered into on the date indicated below by and between the encroaching party ("PERMITTEE") and Kern River Gas Transmission Company ("KERN RIVER"), as set forth below, for the purpose of allowing PERMITTEE to construct or maintain an encroachment on KERN RIVER'S right of way or facilities. Facilities shall include, but are not limited to: fee properties, easements, pipelines, meter buildings and valve sites.

PERMITTEE: Rocky Mountain Power Landowner Name 1600: Steadman Brothers, Inc. LLC

Landowner Name 1601: Steadman Brothers, Inc. LLC

Name: Jeff Howcroft

Easement Tract No(s) 1600: KUT-345W 1601: K1UT-345W

Address: 1407 West North Temple, Salt Lake City, Utah 84116

Phone: 801-220-2635 / 385-210-4674

Location of encroachment: ☐ CA ☐ NV ☒ UT ☐ WY County: UTAH City: ☐ EVA ☒ FIL ☐ LAS

Line #: 1600 Milepost From: 184.4868 To: 184.4868 Eng. Stations: 50774.55

Section: 6 Township: T9S Range: R1W GPS Coordinates: LAT: 40.054520, LONG: -111.991300

Line #: 1601 Milepost From: 184.4855 To: 184.4855 Eng. Stations: 50781.12

Section: 6 Township: T9S Range: R1W GPS Coordinates: LAT: 40.054410, LONG: -111.991360

Description of Encroachment: Installation of a 4" power conduit across the Kern River Gas pipeline and right of way.

This permit is granted to PERMITTEE subject to the terms, conditions and any special provisions shown below, with the encroachment specifications shown on the reverse side of this form and specifically in accordance with the following item(s): The 4" power conduit will be installed across the Kern River Gas

pipeline and right of way no closer than 36" from the lines according to encroachment specifications -

NOTICE: ANY DAMAGES TO KERN RIVER'S FACILITIES SHALL BE REIMBURSED IN ENTIRETY BY PERMITTEE 12,470 volts.

- It is understood that PERMITTEE will cause the encroachment at no expense to KERN RIVER. PERMITTEE shall be responsible for restoration of all disturbed land on KERN RIVER'S right of way caused by the construction or maintenance of said encroachment. PERMITTEE agrees to supply KERN RIVER plans and drawings, in detail, illustrating the proposed encroachment and KERN RIVER'S facilities, unless KERN RIVER elects not to require such plans.
- So that KERN RIVER may schedule its personnel - and not delay PERMITTEE'S work - PERMITTEE agrees to notify KERN RIVER 48 hours before any work commences on or near its right of way.
- This permit does not change or modify any provisions of KERN RIVER'S existing right of way contracts or easements. This permit is revocable at KERN RIVER'S sole discretion for safety reasons or for noncompliance with any terms, requirements, conditions and/or specifications of this Permit upon written notice given to PERMITTEE and/or current owner of record. KERN RIVER is not liable for any costs or damages related to revocation of this permit.
- DISCLAIMER OF WARRANTY** - KERN RIVER does not warrant the condition of its right of way or facilities nor its fitness or suitability for any particular purpose. Additionally, KERN RIVER does not warrant its right of way or facilities for subsidence, compaction or geotechnical stability of any kind.
- PERMITTEE hereby represents and warrants that it has or will obtain prior to construction all necessary agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, for the construction activities set forth herein.

Special provisions:

- PERMITTEE agrees to save and hold harmless KERN RIVER, its officers, agents, employees and its subcontractors and their officers, agents and employees from any and all claims for damages, injury or death resulting from the continuation and maintenance of said encroachment. A KERN RIVER representative must be present during all construction activities. PERMITTEE shall be liable for all costs incurred for any damages.
- GOVERNING LAW AND JURY WAIVER.** 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 Utah, 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 Salt Lake City, Utah. 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 Salt Lake City, Utah, and irrevocably submits to the jurisdiction of any such state or federal court in any such suit, action or proceeding. 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.

- PERMITTEE agrees that KERN RIVER may remove any encroachment, or portion thereof, if in KERN RIVER'S sole judgment it is reasonably necessary to do so in order to construct, alter, maintain, protect, repair or replace gas transmission facilities located within the right of way and

easement. Should KERN RIVER remove any such encroachments, or portions thereof, KERN RIVER will not be liable to PERMITTEE or its successors or assigns for any damages resulting by reason of such removal, except for those damages arising out of the sole negligence of KERN RIVER.

- KERN RIVER may request evidence of general liability and other appropriate and usual insurance prior to any activity and/or construction on or near KERN RIVER'S rights of way. In the event of excavation under KERN RIVER'S pipelines, KERN RIVER must be named as an additional insured. Any rights of subrogation or recovery will be waived by PERMITTEE in favor of KERN RIVER. The insurance limits, terms and conditions that may be required will be dependent on the specific facilities potentially impacted and what would be usually and prudently obtained in similar industry situations.
- All metallic utility lines impacting KERN RIVER'S pipelines shall have cathodic test leads connecting both the utility and the pipelines. KERN RIVER will install, at PERMITTEE'S expense, such test leads on its pipelines if required. If KERN RIVER determines in its sole discretion that interference studies and/or mitigation (including, but not limited to, bonds or galvanic drains) are required, PERMITTEE agrees to pay for the studies and/or mitigation necessary to protect against the metallic utility lines.
- For high voltage AC power lines, high voltage DC power lines or DC traction systems impacting KERN RIVER'S pipelines, if KERN RIVER determines in its sole discretion that AC or DC mitigation studies and/or AC or DC mitigation is required from any of PERMITTEE'S facilities, PERMITTEE agrees to pay for the studies and/or mitigation necessary (including future studies and/or additional mitigation, and maintenance of the mitigation systems) to protect against the power lines for the life of the facility.

PERMITTEE

On this 26 day of April, 2024, I acknowledge that I have received, and reviewed with a KERN RIVER representative, the requirements, conditions and specifications of this Permit. I also understand the provision and prescribed penalties as provided under the law regarding excavation.

By: Jeff Howcroft

Title: Director Project Management and Planning

Your local KERN RIVER contact is:

G. Brent Belnap

Phone #: 801-209-7293

KERN RIVER GAS TRANSMISSION COMPANY

VOID WITHOUT AUTHORIZATION

By: G. Brent Belnap

Title: Lead Technician