

VIA ELECTRONIC FILING

September 4, 2025

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 No. 05-035-54 – 25-999-01

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 (KRG T).

PacifiCorp is a wholly-owned indirect subsidiary of BHE. Likewise, KRG T is a wholly-owned indirect subsidiary of BHE, whose ownership interest in both PacifiCorp and KRG T creates an affiliated interest relationship between them.

KRG T owns and operates a pipeline system, which transports natural gas to several western states. Some of its Utah pipelines are sited within Salt Lake County in an area used by PacifiCorp. This Permit is needed by PacifiCorp to install a new transmission line along KRG T's pipelines to provide service to customers. For the safe operation of KRG T's and PacifiCorp's facilities, PacifiCorp will install its facilities in compliance with the encroachment specifications included in Attachment A. Acquiring the Permit and the subsequent work is in the public interest because it facilitates PacifiCorp's service to its customers. The total financial impact is expected to be \$4.9 million. A true copy of the Agreement is included with this notice as Attachment A.

As part of PacifiCorp's transmission line siting process, a structured and consistent process is conducted with pipeline operators to evaluate and mitigate potential impacts on pipeline infrastructure. This includes assessing the physical proximity of transmission structures to pipelines and analyzing electrical interactions that may necessitate cathodic protection to prevent corrosion.

PacifiCorp enters into standalone agreements with each pipeline company to formalize this coordination. These agreements typically include compensation for engineering studies required

September 4, 2025

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to assess potential impacts, as well as reimbursement for the design and implementation of any mitigation measures deemed necessary. This process is applied uniformly across all pipeline entities to ensure fairness, technical rigor, and regulatory compliance.

PacificCorp has established a right of way corridor that contains both 345 and 138 kilovolt transmission lines that extend between PacificCorp's Oquirrh and Terminal Substations on the west side of the Salt Lake Valley. KRG T also has two large natural gas lines that share an easement in the same corridor. PacificCorp recently installed a new 345 kilovolt transmission line in 2024 closest to the existing KRG T gas lines. The coordinated effort described above was completed with KRG T during which an agreement was signed in July 2024. The agreement obligated PacificCorp to compensate KRG T for support during the installation of the 345-kilovolt transmission line in addition to the studies and cathodic mitigation efforts that KRG T was federally required to install.

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

Sincerely,



Timothy K. Clark
Assistant General Counsel
PacificCorp

Enclosure:

Attachment A.pdf

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A

to

PacifiCorp Notice of Affiliate Transaction

When Recorded Return to:
Kern River Gas Transmission Company
Land and Environment Department
P.O. Box 71400
Salt Lake City, Utah 84171-0400

**SPECIFIC ENCROACHMENT AGREEMENT
FOR THE ABOVEGROUND POWER DISTRIBUTION LINE
EXHIBIT "F" OF MUTUAL EXCHANGE AGREEMENT**

This Specific Encroachment Agreement ("Agreement") is hereby entered into this ____ day of July, 2024 by and between **Kern River Gas Transmission Company**, a Delaware Corporation, with offices located at 2755 E. Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121 ("Kern River"), and **PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power**, with an offices located at 1407 West North Temple, #110, Salt Lake City, Utah, 84116 ("Rocky Mountain Power Rocky Mountain Power"). As used herein, Kern River and Rocky Mountain Power shall also include their respective agents, contractors, employees, and representatives. Kern River and Rocky Mountain Power are sometimes jointly referred to as the "Parties."

WHEREAS, Kern River owns, operates, and maintains 36-inch diameter high pressure interstate pipelines which transport natural gas from southwestern Wyoming to points of delivery in Utah, Nevada, and California; 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 certain exclusive pipeline easements held by Kern River (collectively referred to as the "Kern River Easements") and desires to obtain Kern river's consent, therefore. A general vicinity map showing the location of the power line and the location of the Kern River easements is provided in Exhibits A.1-A.6. The legal descriptions for the Power Line are attached as Exhibit B.

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

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

1. **REPRESENTATIONS:** Rocky Mountain Power hereby represents and warrants that it has or will obtain all appropriate agreements, approvals, authorizations, certificates, licenses, zoning and permits from any and all landowners and agencies, public and private, for the construction activities contemplated herein.

2. **AUTHORIZATION:** Kern River hereby authorizes Rocky Mountain Power to install, construct, operate, access, and maintain the Power Line on the Kern River Easements in accordance with the terms of this Agreement. This Agreement shall apply only to the two Power Line specifically identified herein. Any additional encroachments are expressly prohibited unless this Agreement is amended in writing, or another written encroachment agreement or encroachment permit is entered into by the Parties.

3. **NO WARRANTY:** Kern River does not warrant the condition of the Kern River Easements nor its fitness or suitability for any particular purpose. In addition, Kern River does not warrant the Kern River Easements for or against subsidence, compaction, or geotechnical stability of any kind including but not limited to, faults, sinkholes, or hydrologic integrity.

4. COSTS: Rocky Mountain Power shall cause all construction activities including, but not limited to, surveying, leveling, grading, compacting, paving, removal, reclaiming, restoration, revegetation, recontouring, repairing, construction and re-construction of the Power Line to be completed at no cost or expense to Kern River.

5. CONSTRUCTION OF POWER LINE: Construction will be performed according to the Construction Drawings attached hereto as **Exhibit C**, the Scope of Work attached hereto as **Exhibit D**, and using only the equipment listed on the Equipment List attached as **Exhibit E**. All construction continued and future use of the Power Line shall be performed in accordance with the Encroachment Specifications set forth in **Exhibit F** attached hereto. Any deviation from these Encroachment Specifications, Scope of Work, drawings, and equipment list must receive prior approval in writing from Kern River which approval shall not be unreasonably withheld, conditioned, or delayed.

6. INSPECTION AND REIMBURSEMENT: Kern River shall provide at least one onsite inspector ("Inspector") while Rocky Mountain Power is working within Kern River's Easements. All of Rocky Mountain Power's work within Kern River's Easements shall be performed to the satisfaction of Inspector. In the event Inspector deems Rocky Mountain Power's work within the Kern River Easements to be unsafe, of poor quality or inconsistent with the terms of this Agreement, Inspector is authorized to stop all work within the Kern River Easements until the appropriate corrective measures are implemented. The presence or non-presence of Inspector shall not alleviate Rocky Mountain Power from liability or damages arising from its construction of the Power Line and it shall be Rocky Mountain Power's sole responsibility to perform the construction in a safe and workmanlike manner. Kern River shall not be responsible to Rocky Mountain Power or any third party for the cost of any delays occasioned by a work stoppage ordered by Inspector. Kern River agrees not to markup or change and profit for use of the Inspectors, but simply to pass through the fully loaded costs of the Inspector. Kern River shall submit a monthly invoice to Rocky Mountain Power until the project is complete. Rocky Mountain Power agrees to pay said invoice within 60- days of each submittal.

7. ONE-CALL NOTICES: Rocky Mountain Power shall notify Kern River through the local One-Call Service a minimum of 48 hours before excavation or grading work commences on or near the Kern River Easements.

8. CATHODIC PROTECTION AND AC MITIGATION: All metallic utility lines crossing Kern River's pipelines shall have cathodic test leads connecting both the utility and the pipelines. Kern River will install, at Rocky Mountain Power's expense, such test leads on its pipelines if required. If within one year from the date of energization of the Power Line, Kern River determines in its sole discretion that AC mitigation studies and/or AC mitigation is required, including but not limited to metallic or electric aboveground or underground lines, Rocky Mountain Power agrees to pay for the studies and/or mitigation that may be necessary to protect the Kern River pipelines. Rocky Mountain Power agrees that the Power Line constructed pursuant to this Agreement shall be operated at a nominal voltage rating of 345 kV. If Rocky Mountain Power determines a need to increase the nominal voltage rating of the Power Line, Rocky Mountain Power shall first give notice to Kern River and Rocky Mountain Power agrees to pay the cost to determine whether additional cathodic protection or corrosion mitigation should be installed for the protection of the Kern River's pipelines. Rocky Mountain Power shall pay all reasonable costs for additional protections that may reasonably be required by Kern River.

9. STREETS: Any permanent access routes constructed over the pipelines shall maintain no less than five- and one-half feet (5'-6") of cover from top of pipe to the finished grade. During construction, any access routes utilized by large construction type vehicles or other types of heavy equipment that crosses the Kern River pipelines will be constructed and maintained as directed by Kern River and its Inspector. These crossings shall be reviewed in the field, on an individual basis, by Inspector. Any access routes permitted

under this Agreement must be approved by Inspector and constructed in accordance with the specifications set forth in Exhibit "B".

10. RESTORATION: Rocky Mountain Power shall be responsible for restoration of all disturbed land and damages on Kern River's Easements caused by Rocky Mountain Power, its contractors, agents, and employees in any way related to or arising from the construction or maintenance of the Power Line.

11. EXCAVATION TECHNIQUES: Any excavation within 5 feet of the pipelines shall be performed with hand tools and in the presence of Kern River's Inspector. Mechanical excavation equipment must be positioned so that the equipment cannot reach within 2 feet of the pipelines.

12. FENCES: Kern River may require Rocky Mountain Power to install temporary safety fences to define a corridor surrounding the pipelines. Any fences installed shall be the sole responsibility of Rocky Mountain Power and any costs incurred for fence installation shall be borne by Rocky Mountain Power. The type of fence shall be decided in the field by Inspector after consultation with Rocky Mountain Power. Openings in said fence for road crossings shall be at locations designated by Inspector. Fences shall be continually maintained by Rocky Mountain Power until such time as construction of the Power Line has been completed.

13. BLASTING: Should blasting be required for the project, a blasting plan must be submitted thirty days in advance to Kern River for prior review and approval. No blasting may take place without prior written consent from Kern River.

14. PIPELINE MAINTENANCE: If either pipeline is excavated and exposed as part of the activities described herein, or at Kern River's request, Kern River will be given the opportunity to inspect and perform maintenance on the pipelines before they are reburied. This inspection and maintenance will be at Kern River's expense; provided, however, that Kern River shall not be responsible to Rocky Mountain Power or any third party for the cost of any delays occasioned by Kern River's inspection and maintenance.

15. RESERVATION OF RIGHTS: KERN RIVER AGREES TO COORDINATE WITH ROCKY MOUNTAIN POWER ANY CONFLICTS THAT ARISE BETWEEN ROCKY MOUNTAIN POWER'S FACILITIES AND KERN RIVER'S EASEMENT. IN THE EVENT OF AN EMERGENCY, KERN RIVER RESERVES THE RIGHT TO CAUSE ROCKY MOUNTAIN POWER TO REMOVE ANY OF THE ENCROACHMENTS IF IN KERN RIVER'S JUDGMENT IT IS NECESSARY TO DO SO IN ORDER TO PROTECT ITS PIPELINES FROM IMMINENT HARM OR IN THE INTEREST OF PUBLIC SAFETY.

16. RELATIVE PRIORITY OF RIGHTS: Kern River, its successors and assigns retain all rights that Kern River enjoys under the Kern River Easements. Although the Parties foresee the use of the Kern River Easements in a mutually agreeable manner, THE PRESENCE OF THE POWER LINE UNDER THIS AGREEMENT IS SUBORDINATE TO KERN RIVER'S RIGHTS UNDER ITS EASEMENTS. Rocky Mountain Power agrees to cooperate with Kern River at such times that Kern River accesses the right of way or pipeline facilities. In particular, 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 Kern River from reasonably accessing the Kern River Easements and pipeline facilities in a timely manner. Rocky Mountain Power agrees that its or its contractors' presence on the Kern River Easements shall not: a) prevent the timely and easy removal of Rocky Mountain Power's or its contractors' personal property from the Kern River Easements, or b) prevent Kern River's reasonable reconnaissance of, or access to, the Easements by aerial and/or ground patrol of the area. Except in cases of an emergency, Kern River agrees to give Rocky Mountain Power prior notice of the areas where unrestricted access is required.

17. REVOCABILITY: This Agreement shall be revocable, in whole or in part, by Kern River in the event of material or substantial noncompliance with the conditions, terms, requirements or specifications of

this Agreement that are not cured by Rocky Mountain Power within a timely manner to Kern River's reasonable satisfaction after written notice or, in Kern River's sole discretion, for safety related reasons. Kern River shall provide prior written notice of such revocation. In the event of such revocation, as applicable, the Encroachments shall be removed at Encroaching Party's expense.

18. INDEMNITY: Rocky Mountain Power agrees to protect, indemnify and hold harmless Kern River, its affiliates, parent corporation(s), subsidiaries, officers, agents and employees from and against any and all loss, damage, injury or death to any person or property, including Kern River, which may arise by reason of or incident to Rocky Mountain Power's occupancy, use, installation, maintenance, or continuation of the Power Line within Kern River's Easements, except to the extent such loss, damage, injury or death arises out of the negligence of Kern River.

19. INSURANCE REQUIREMENTS: Prior to performing any work within the Kern River Easements, Rocky Mountain Power shall carry insurance as described in **Exhibit G** attached hereto and provide Kern River with insurance certificates evidencing such coverage. Encroaching Party shall require its contractors and sub-contractors of any tier to maintain and provide evidence of similar insurance during any construction within the Kern River Easements. Kern River does not represent that the required insurance, whether in scope or amounts of coverage, is adequate to protect the obligations of Rocky Mountain Power or its contractors or sub-contractors, and Rocky Mountain Power and / or its contractors and sub-contractors shall be solely responsible for any deficiencies thereof. Nothing in this section shall be deemed to limit Rocky Mountain Power's liability under this Agreement.

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

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

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

23. ATTORNEYS' FEES: The Parties shall be entitled to its reasonable costs and attorneys' fees to enforce any provisions of this Agreement, together with interest at twelve percent per annum for any amounts owing to Kern River hereunder.

24. SUBSEQUENT OWNERS OF POWER LINE: It is the intention of the Parties that the terms of this Agreement shall apply to subsequent owner(s) of the Power Line and that 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 Kern River Easements and shall inure to the benefit of and be binding on the respective successors, assigns, heirs and personal representatives of the Parties and owner(s) of the Power Line. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Kern River Easements or to waive statutory, common law or other rights that Kern River may have against subsequent owner(s) of the Power Line.

25. AGREEMENT SUBORDINATE TO EASEMENT(S): This Agreement is subordinate and subject to all terms and conditions of the Kern River Easements with the underlying fee owners and easement holders of record on said lands.

26. 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.

*** Remainder of this Page is Intentionally Left Blank- Signature Page to follow***

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

KERN RIVER GAS TRANSMISSION COMPANY,
~~a Texas general partnership~~

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF)

On the _____ day of _____, _____ personally appeared before me and being by me duly sworn did say that s/he is the _____ of _____, and that the above Specific Encroachment Agreement was signed on behalf of _____ and said _____ acknowledged to me that s/he, as the _____ of _____, signed the same.

Notary Public

PACIFICORP, an Oregon corporation d/b/a
Rocky Mountain Power

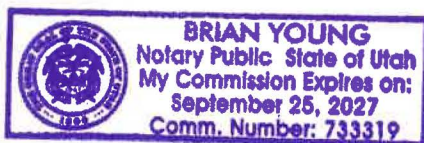
By: Todd Jensen

Its: Todd Jensen VP Project Delivery

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF Salt Lake)

On the 8th day of July 2024, 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 Specific Encroachment Agreement was signed on behalf of Rocky Mountain Power and said Todd Jensen acknowledged to me that s/he, as the VP Project Delivery of Rocky Mountain Power, signed the same.



Bly
Notary Public

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

KERN RIVER GAS TRANSMISSION COMPANY,
a Delaware Corporation

By: Robert S. Checketts

Its: _____

Robert S. Checketts
VP, Operations and Engineering

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF)

On the _____ day of _____, _____ personally appeared before me and being by me duly sworn did say that s/he is the _____ of _____, and that the above Specific Encroachment Agreement was signed on behalf of _____ and said _____ acknowledged to me that s/he, as the _____ of _____, signed the same.

Notary Public

PACIFICORP, an Oregon corporation d/b/a
Rocky Mountain Power

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH)
) §
COUNTY OF Salt Lake)

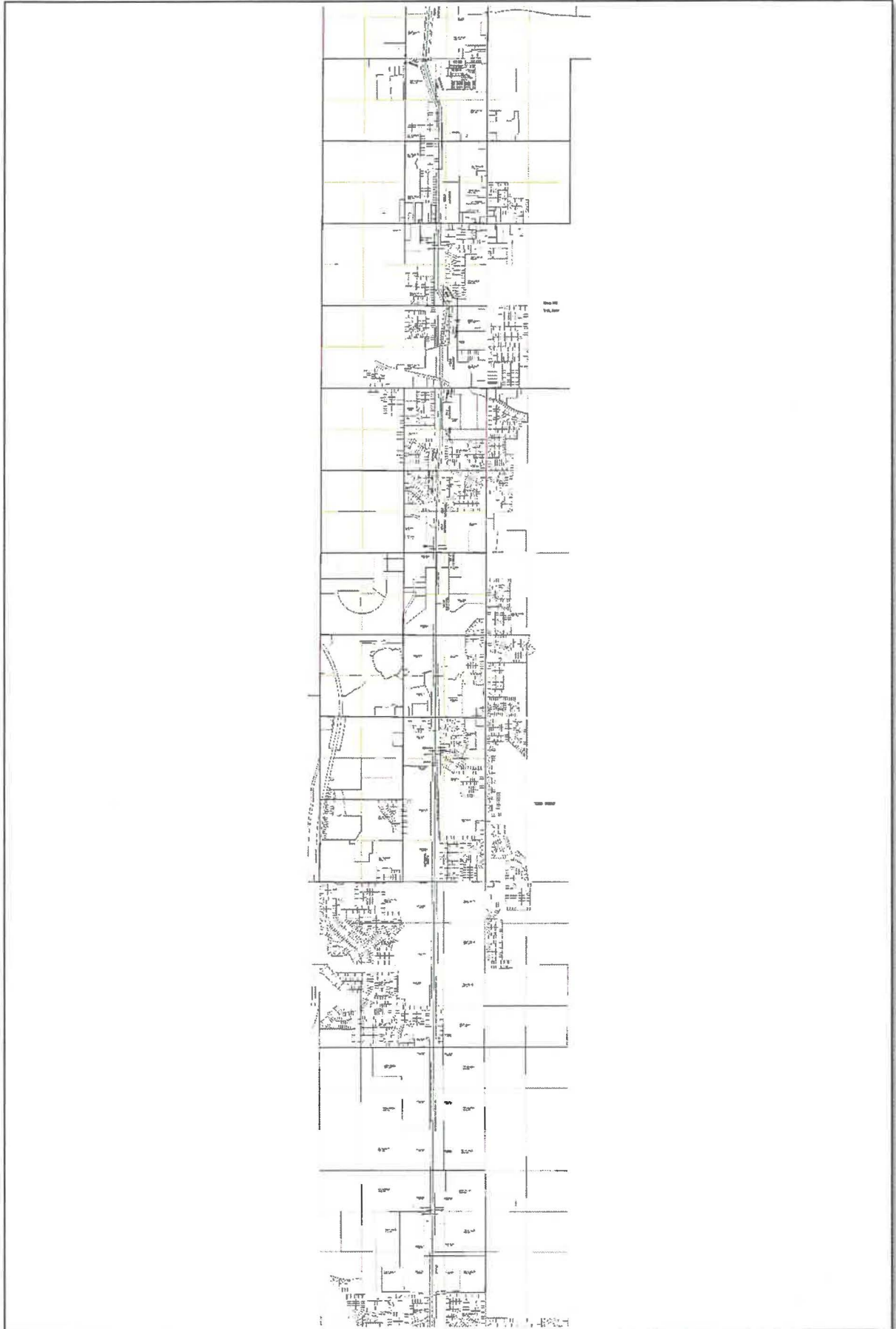
On the 10th day of July 2024, Robert S. Checketts personally appeared before me and being by me duly sworn did say that s/he is the VP Operations and Engineering of Kern River Gas Transmission, and that the above Specific Encroachment Agreement was signed on behalf of Kern River Gas Transmission and said VP Operations and Engineering acknowledged to me that s/he, as the VP operations and Engineering of Kern River Gas Transmission signed the same.

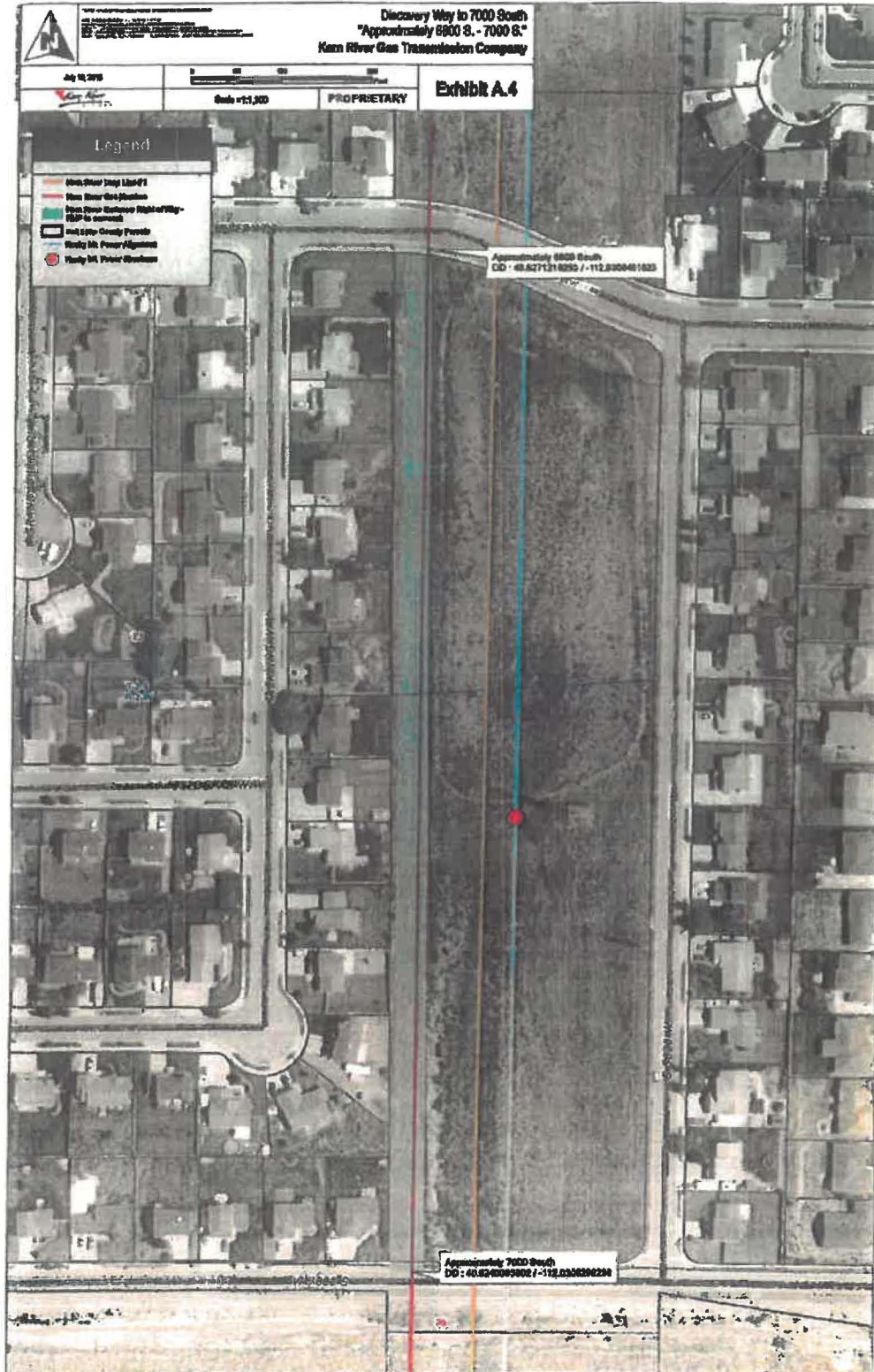


Brittany McBride
Notary Public

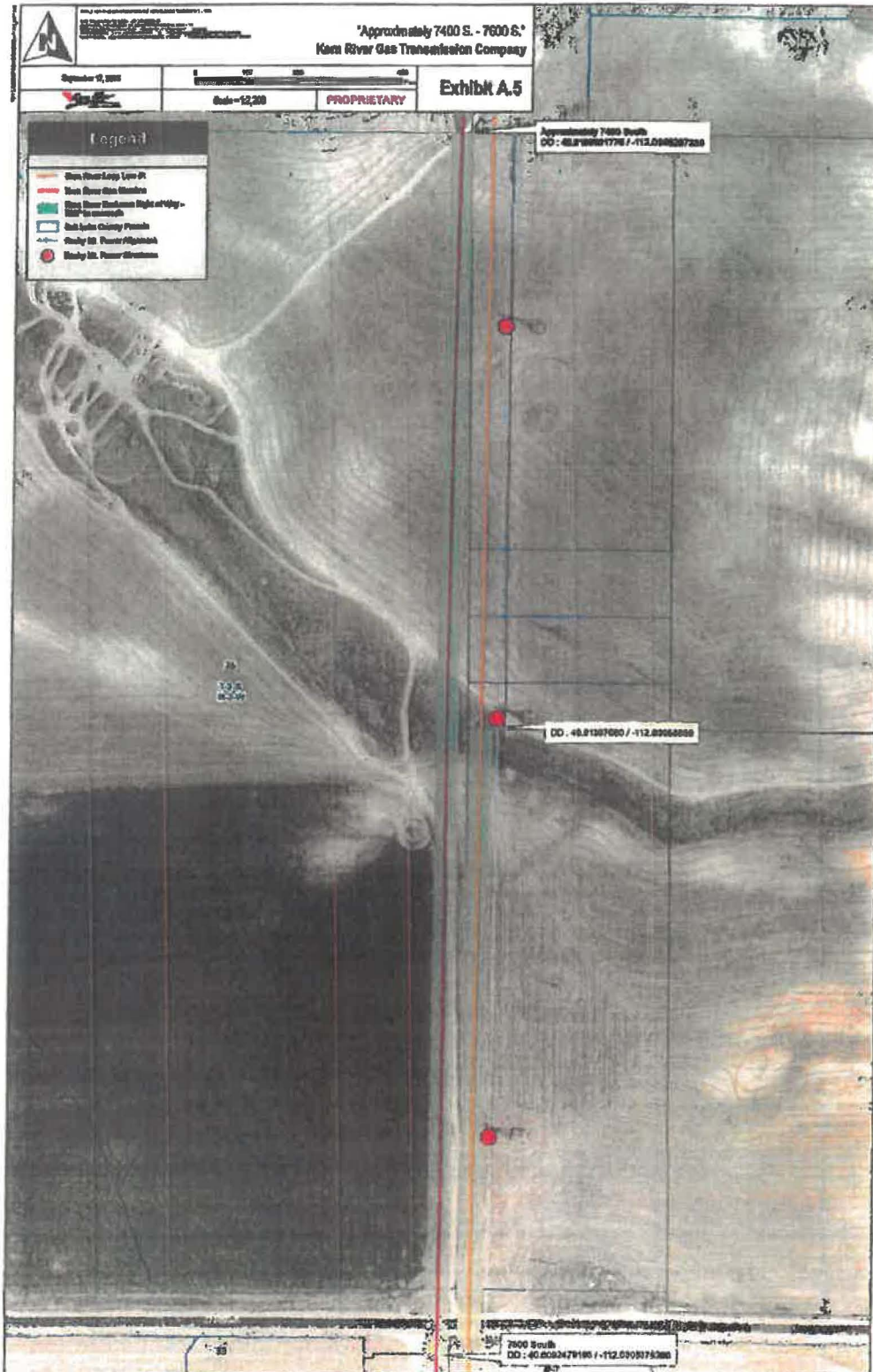
EXHIBIT A.I - A.6

(General Vicinity Map Showing the Location of the Power Line and the Location of the Kern River Easements)





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EXHIBIT B
(Legal Descriptions)

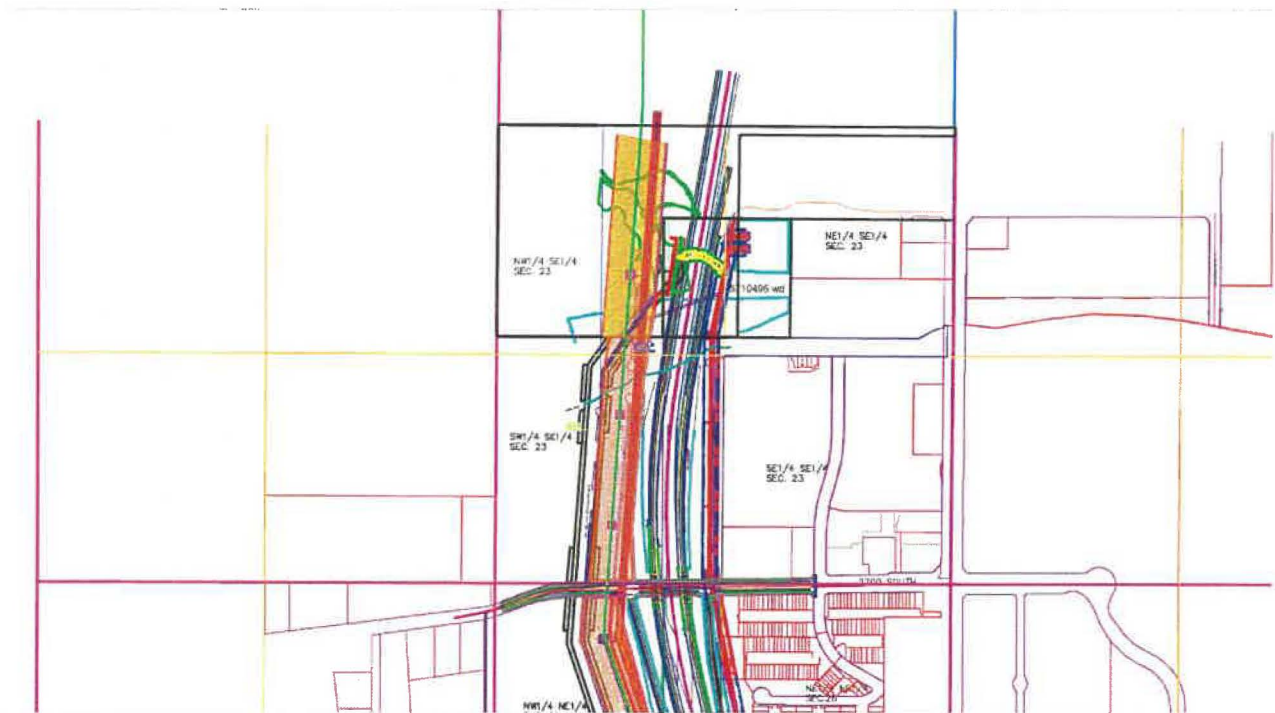
(To be inserted with each Encroachment Agreement)

Exhibit B
Legal Description

TERMINAL -OQUIRRH 345 KV LINE

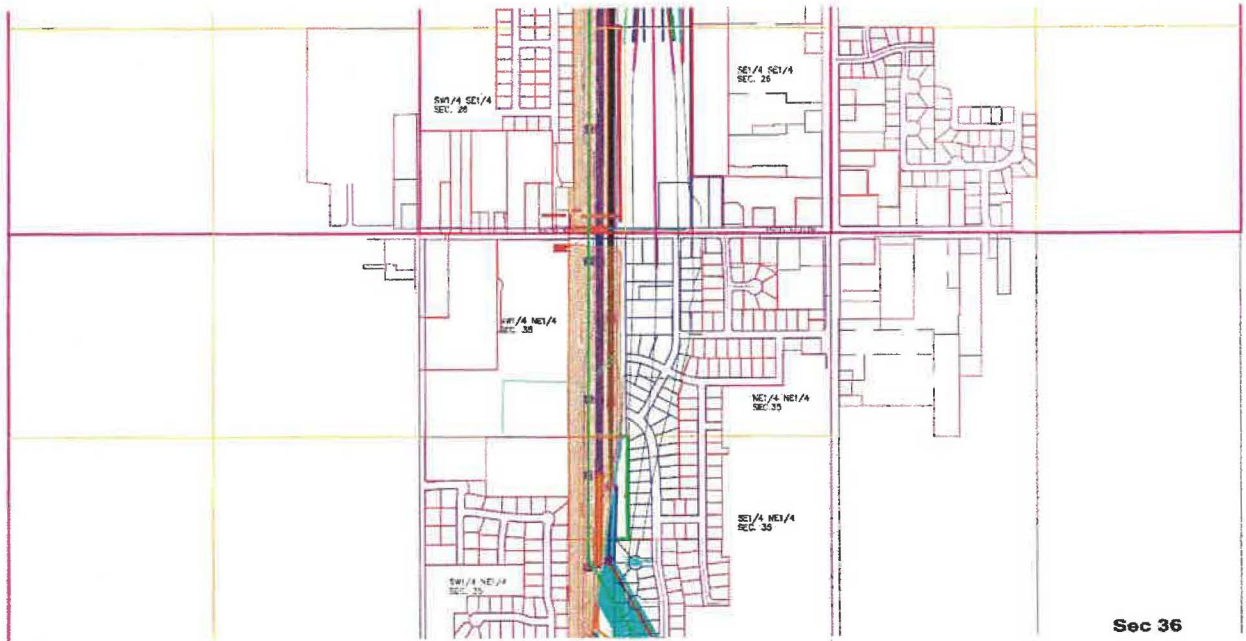
**APPROXIMATE CENTERLINE DESC.
2600 SO. TO 8200 SO.**

A right of way 125 feet in width, being 75 feet in on each side of the following described centerline: Beginning at a point S.65°57'E. 700.9 feet, more or less, from the southeast corner of Section 23, T. 1 S., R. 2 W., S.L.M., thence S.19°44'53"E. 1355.6 feet, more or less, thence S.0°19'57"E. 5829.0 feet, more or less, thence S.30°12'27"E. 608.2 feet, more or less, thence S.7°28'50"W. 1257.1 feet, more or less, thence S.0°00'59"W. 1200.9 feet, more or less, thence S.5°22'W. 523.4 feet, more or less, thence S.1°41'50"W. 731.1 feet, more or less, thence S.727.7 feet, more or less, thence S.4°18'13"W. 757.2 feet, more or less, thence S.0°24'09"W. 474.3 feet, more or less, thence S.4°17'36"W. 715.6 feet, more or less, thence S.0°22'26"W. 409.7 feet, more or less, thence S.2°06'24"W. 474.1 feet, more or less, thence S.0°09'34"E. 1501.3 feet, more or less, S.0°15'11"W. 1855.9 feet, more or less, thence S.0°20'48"W. 21,135.0 feet, more or less, to the approximate centerline of 8200 south street.



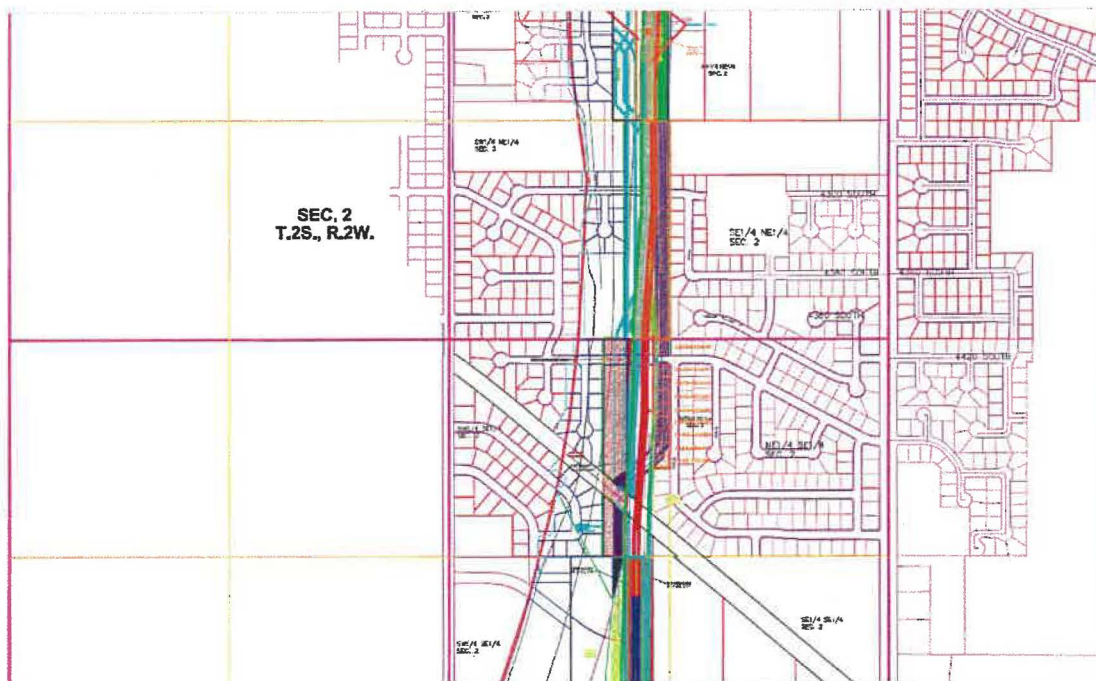


Terminal to Oquirrh

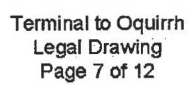
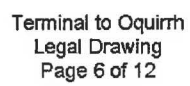


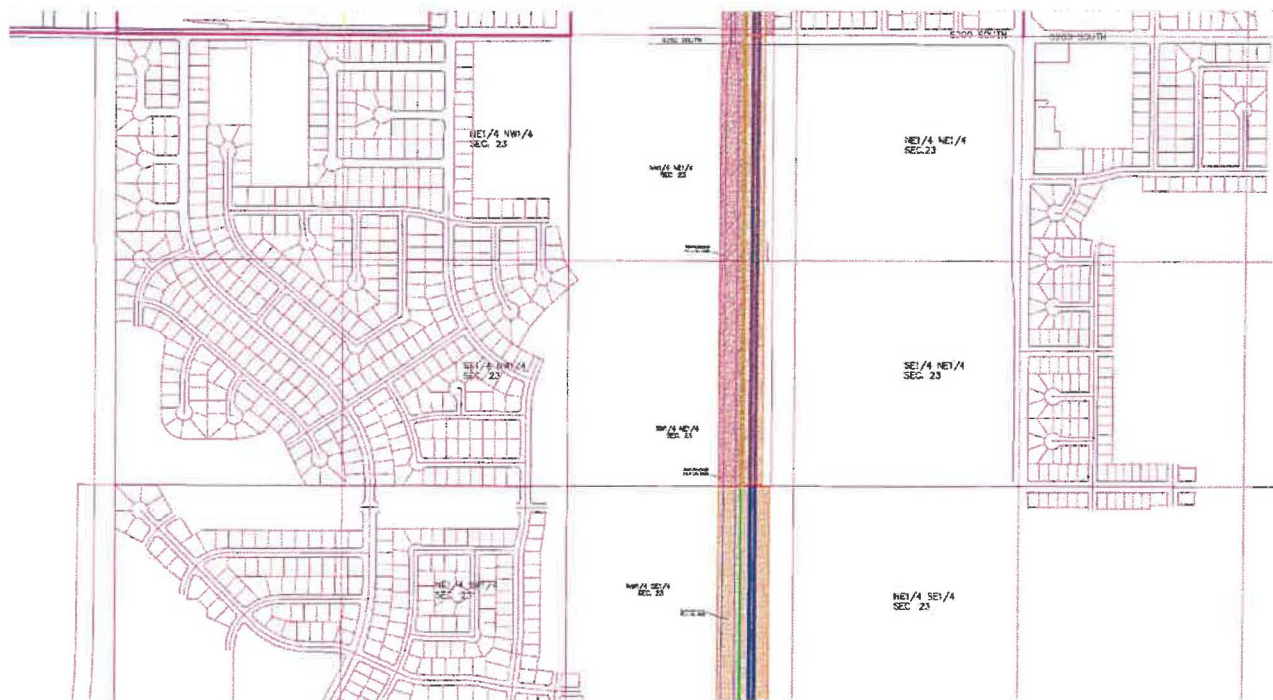


Terminal to Oquirrh
Legal Drawing
Page 4 of 12

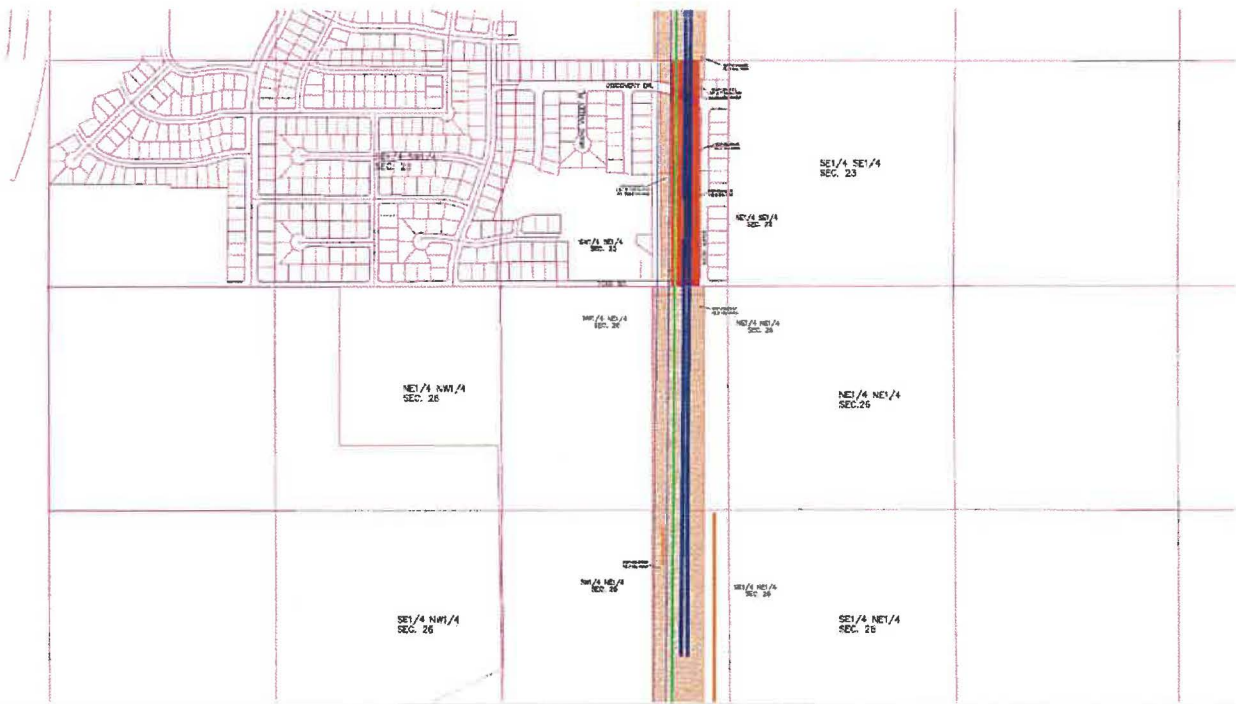


Terminal to Oquirrh
Legal Drawing
Page 5 of 12

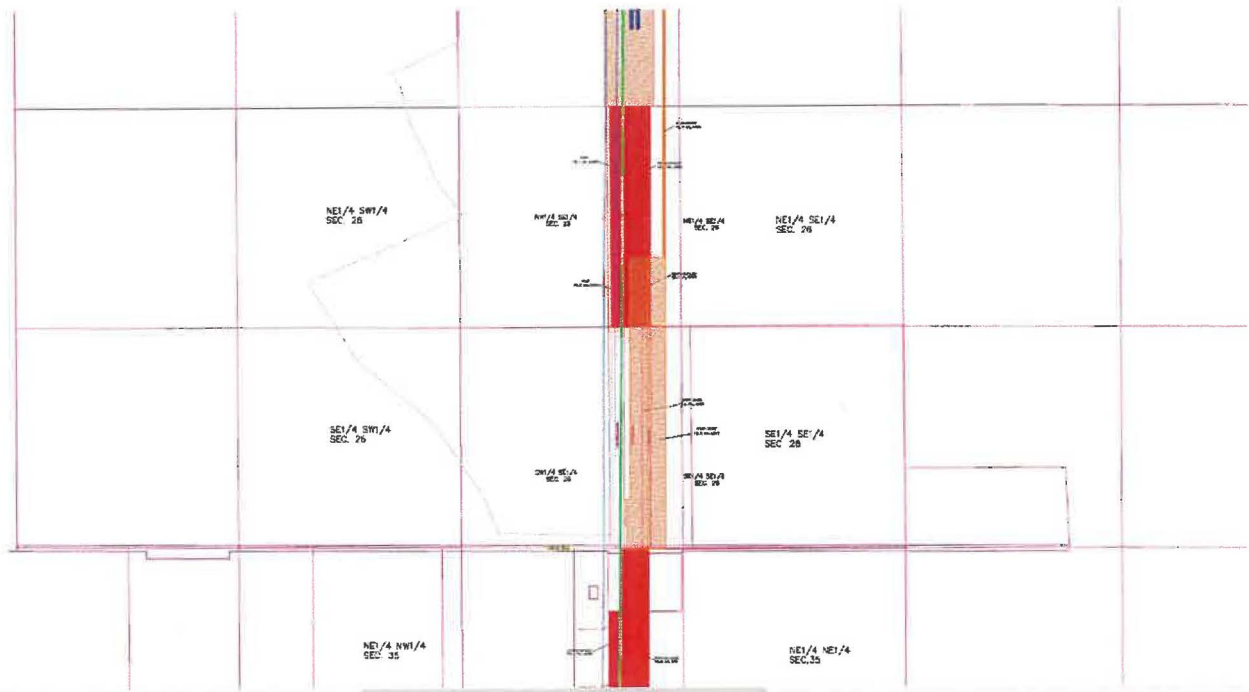




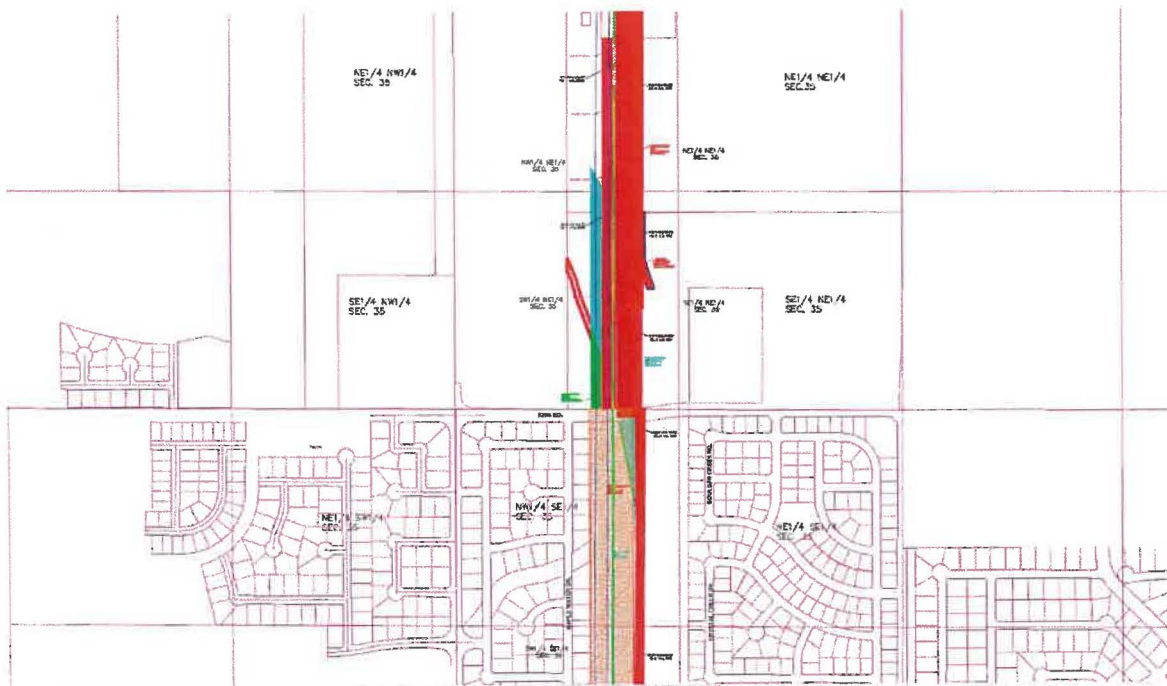
Terminal to Oquirrh
Legal Drawing
Page 8 of 12



Terminal to Oquirrh
Legal Drawing
Page 9 of 12



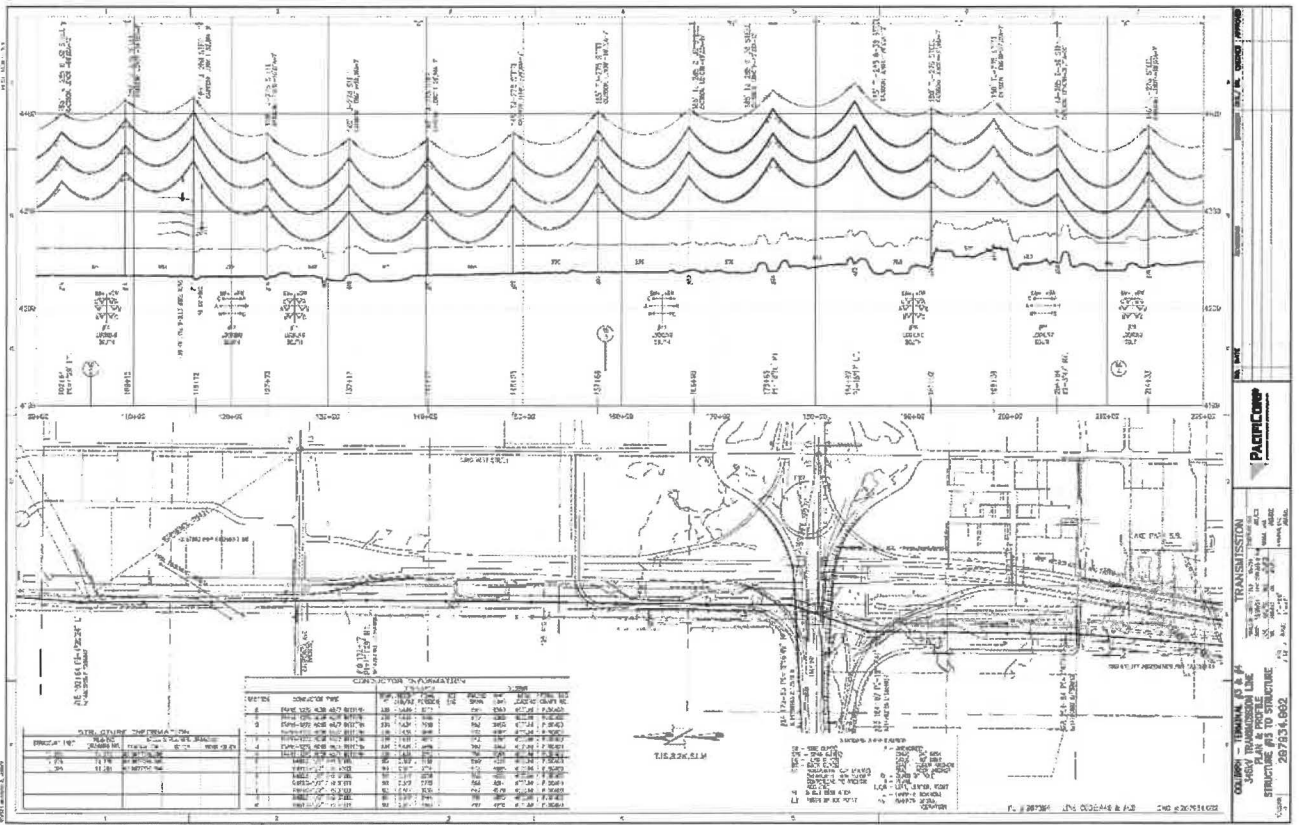
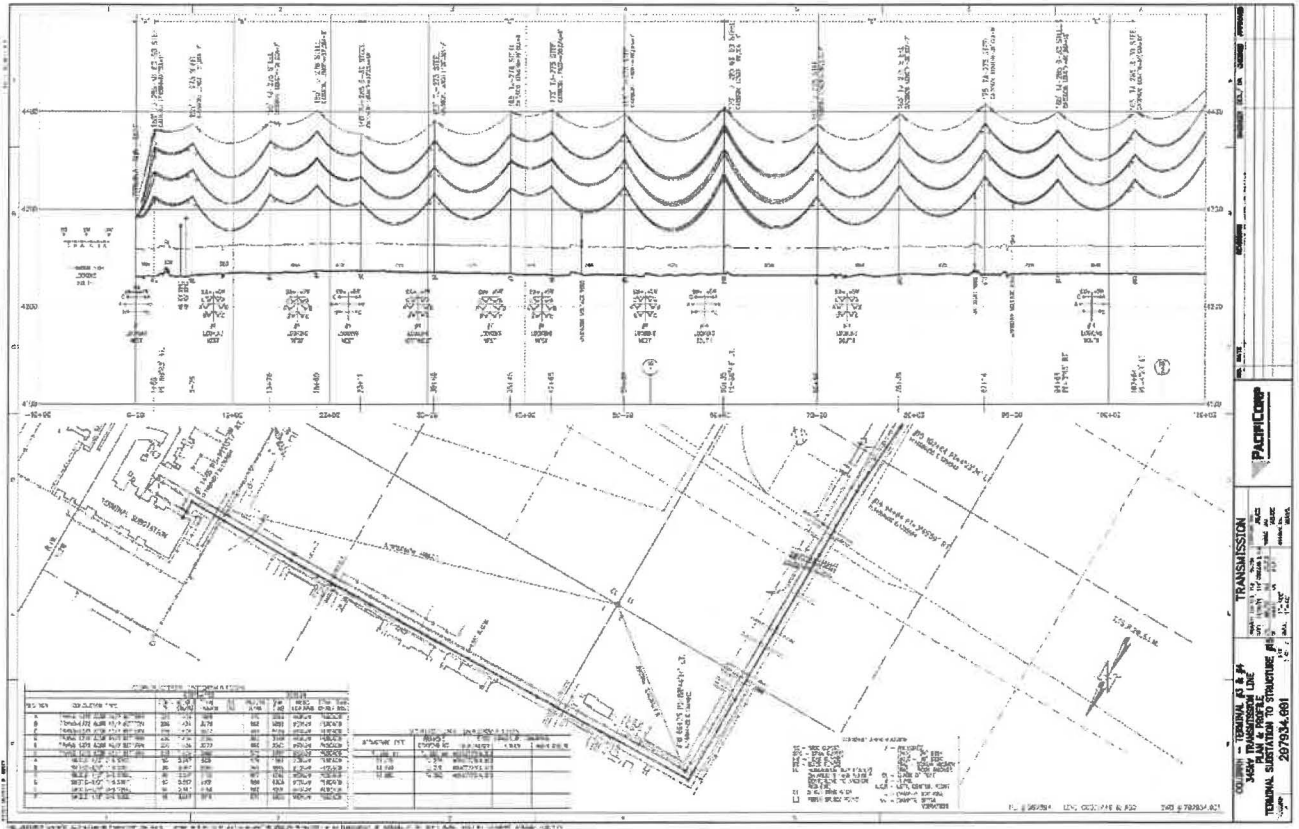
Terminal to Oquirrh
Legal Drawing
Page 10 of 12

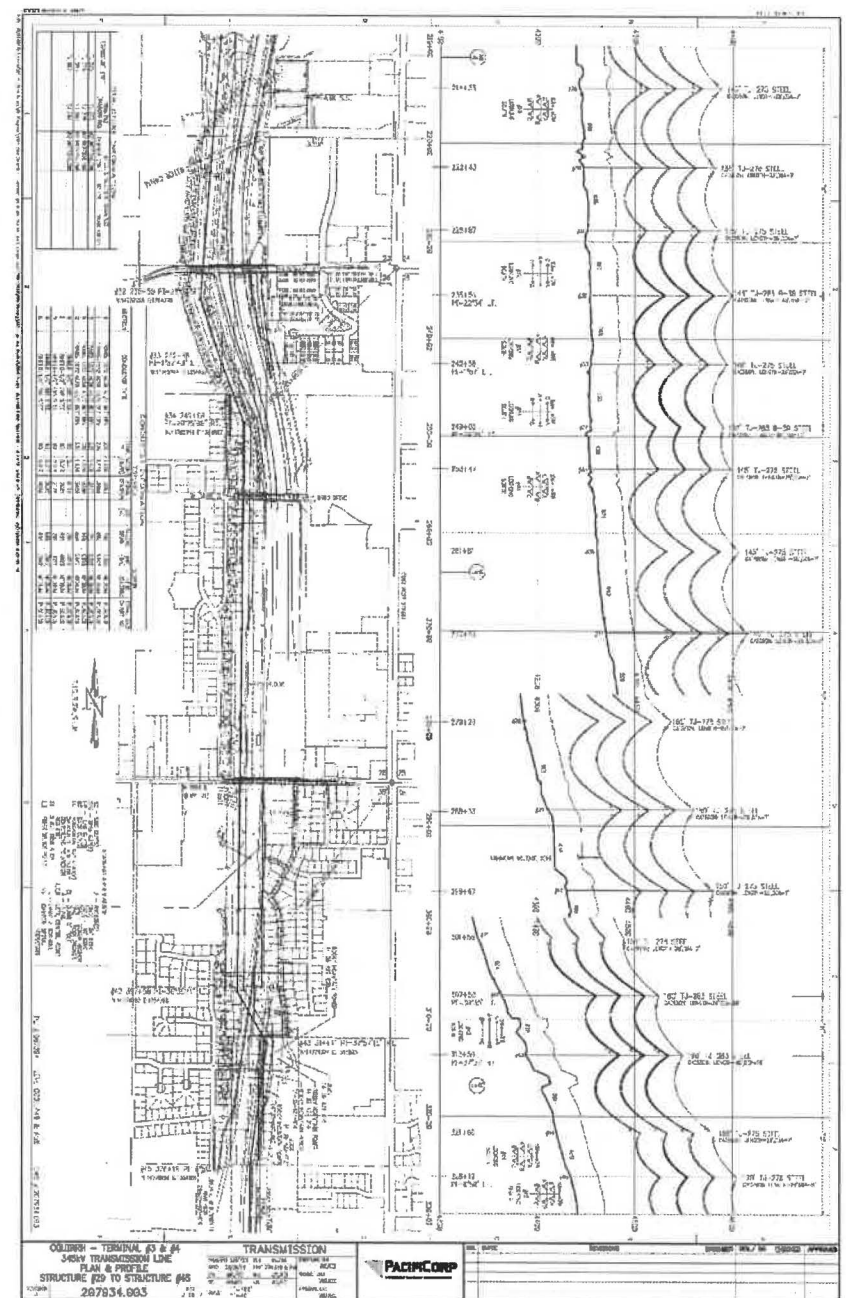
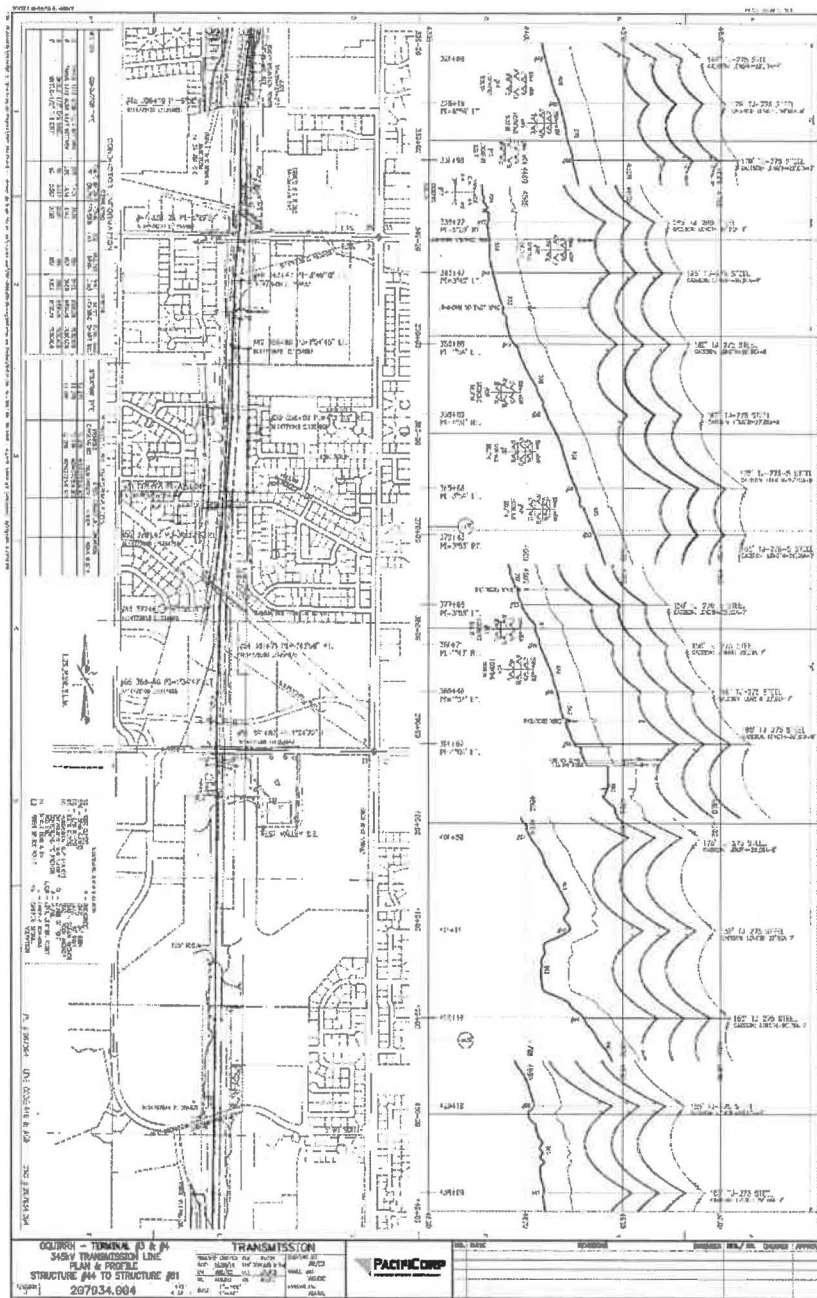


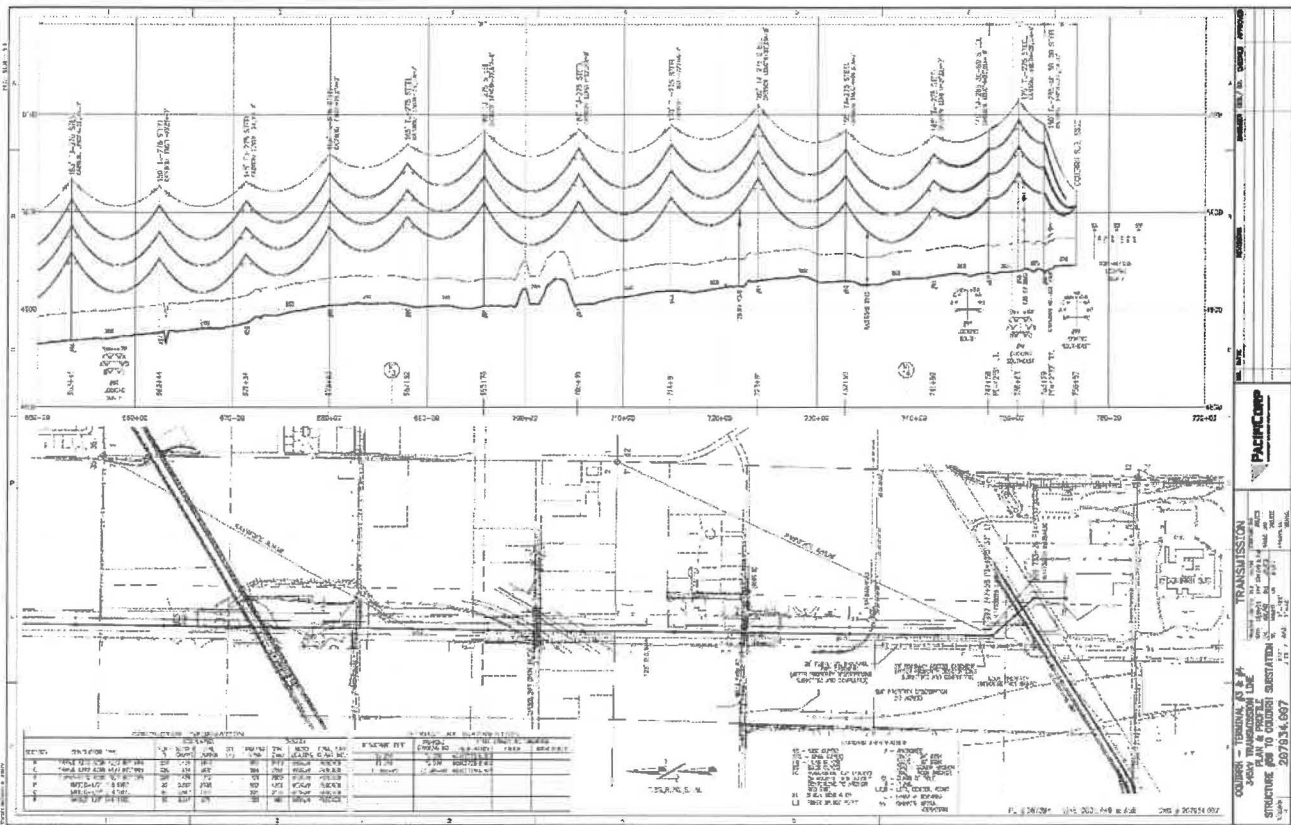
Terminal to Oquirrh
Legal Drawing
Page 11 of 12

EXHIBIT C
(Construction Drawings)

Note: Construction Drawings to be provided by RMP 90 days in advance of construction







COLOUR - TERMINAL AS & B
STRUCTURE AND EQUIPMENT
TRANSMISSION LINE
STRUCTURE AND EQUIPMENT
207834.037

EXHIBIT D
(Scope of Work)

(To be inserted with each Encroachment Agreement)

EXHIBIT D
(Scope of Work)



TEMPLATE REV AUGUST 27, 2018
Oquirrh - Terminal
West Valley City, Utah
SAP Order 10077316
Revision 0

SECTION 01000 SUMMARY OF WORK

1.0 General

Section Includes

- 1.1 Description of Project
- 1.2 Work Performed by Contractor
- 1.3 Work Performed by Company
- 1.4 Company-Provided Materials
- 1.5 Contractor-Provided Materials
- 1.6 Work Sequence
- 1.7 Construction Drawings

1.1 Description of Project

This project is a 14.4 mile 345kV double circuit transmission line starting at the Terminal Substation and ending at Oquirrh Substation. This is new construction utilizing double bundled 1272 kcmil 45/7 ACSR "Bittern" and two ½" 7-Strand EHS Steel shield wires. The entirety of the line consists of monopole construction.

1.2 Work Performed by Contractor

(Note: The contractor is to use only qualified wiremen and/or electricians for the completion of the work described in PacifiCorp's Construction Specifications, sections 16110, 16200, 16300, 16350, 16380 and 16600 or as specified in the approved contract.)

- A. All work to be constructed according to the specifications, tables, and drawings contained in this document.
- B. All unused material shall be quantified and disposed of according to the procedures in these specifications.
- C. Structure work will consist of the following:
 - a. Install four (4) custom steel monopole strain structures on steel-reinforced pier foundations. Strain structure types are TJ280 and TJ283.
 - b. Install thirteen (13) custom steel monopole deadend structures on steel-reinforced pier foundations. Deadend structure type is TJ285.
 - c. Install eight (8) custom steel monopole angle structures on steel-reinforced pier foundations. Angle structure type is TJ276.
 - d. Install seventy-four (74) custom steel tangent monopole structures on steel-reinforced pier foundations. Tangent structure type is TJ275.

- D. Conductor work will consist of installing approximately 14.4 miles of double circuit, 3 phase, double bundled 1272 ACSR "Bittern" conductor, and two 1/2" EHS steel shield wires
- E. Install conductors as specified in the stringing charts and plan and profile drawings.
- F. Install grounding according to structure drawings and specifications.
- G. All materials provided by the Company shall be verified by the Contractor.
- H. Install proper signage at all required locations as specified on drawings.
- I. Complete field mark-ups of drawings for as-built purposes.
- J. Contractor shall provide any restoration necessary to return the construction site to preconstruction conditions and, if necessary, shall monitor restoration until stable conditions exist.
- K. Provide, haul, place and remove construction matting if required to complete the construction. Contractor shall be responsible for any changes done to existing pipelines or buried utilities. Before excavation, the Contractor shall notify all utilities and request that buried utilities be identified and located.
- L. Provide all staking for structures according to the staking list contained in the Construction Documents.

Contractor shall inspect all clearances at the end of stringing and sagging for possible clearance violations before clipping in. The support of a qualified surveying firm may be required for verification.

1.3 Work Performed by Company

- A. Provide for inspection of work to ensure compliance with specifications.
- B. Notify all property owners of the intent to perform this work under the terms of the existing easements. This does not release the Contractor from notifying owners regarding site access, per the specification.

1.4 Company-Provided Materials

All materials listed on the Material List will be provided by the Company.

1.5 Contractor-Provided Materials

Contractor to supply all materials not listed in the Material List which are deemed necessary to complete this work.

1.6 Work Sequence

Phasing verification shall be completed prior to energization of the new conductor.

1.7 Construction Drawings

Cover Sheet Drawings:

10077316.100 Rev. 0 Cover Sheet

Location Map Drawings:

10077316.101 Rev. 0 Location Map

Foundation Drawings:

10077316.300 Rev. 0 Concrete Drilled Pier
10077316.300A Rev. 0 Concrete Drilled Pier - Schedule
10077316.300B Rev. 0 Concrete Drilled Pier - Schedule

Plan & Profile Drawings:

207934.001 Rev. 0 Terminal Sub To STR #15
207934.002 Rev. 0 STR #15 To STR #29
207934.003 Rev. 0 STR #29 To STR #45
207934.004 Rev. 0 STR #44 To STR #61
207934.005 Rev. 0 STR #61 To STR #73
207934.006 Rev. 0 STR #73 To STR #86
207934.007 Rev. 0 STR #86 To Oquirrh Sub

Staking Sheets:

10077316.501 Rev. 0 Staking Sheet
10077316.502 Rev. 0 Staking Sheet
10077316.503 Rev. 0 Staking Sheet
10077316.504 Rev. 0 Staking Sheet
10077316.505 Rev. 0 Staking Sheet
10077316.506 Rev. 0 Staking Sheet

END OF SECTION

EXHIBIT E
(Equipment List)

(To be inserted with each Encroachment Agreement)

Oquirrh - Terminal 345kV Transmission Project - Largest/Off-highway Equipment List			
Equipment Type	Make	Model	Purpose
Wheel Loader	Caterpillar	950m	This will be utilized throughout the duration the project to move and load material
Sag Cat/ Dozer	Caterpillar	D8	This will be utilized during the wire stringing phase as a tie down point when sagging
Backhoe	Caterpillar	420	This will be utilized throughout the duration the project to move and load material
Crane	Tadano	GR-1600XL	This will be utilized when erecting structures and will be the largest crane on the project
Drill	HPM	250	This will be utilized during the foundation phase of the project to dig the piers, this will be the largest drill utilized on the project
Puller	Oshkosh	50 ton	This will be utilized during the wire stringing phase and will be the largest puller on the project
Boom Truck	Manitex	50155	This will be utilized during erection and stringing phase of the project and will be the largest boom truck on the project
Forklift	Manitou	MHT 10200 ST5	This will be utilized through structure erection phase of the projec to handle large pole sections
Forklift	Caterpillar	tl1255	This will be utilized throughout the duration the project to move and load material
Forklift	Extreme	XR3034	This will be utilized through structure erection phase of the projec to handle large pole sections

*Equipment is representative of the largest pieces to be utilized on the project

EXHIBIT F
(Encroachment Specifications)

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called "KERN RIVER" is an interstate transporter of natural gas, which is regulated by the U.S. Department of Transportation Office of Pipeline Safety. The following specifications are designed to comply with applicable state and federal regulations to assure the safety of the public and to protect the pipeline.

The following specifications are minimum requirements for most proposed encroachments to avoid conflict with the existing easement rights. These are not the only types of activities permitted. Additional specifications may be required, depending upon the proposed encroachments. Please contact the Evanston KERN RIVER office (307)-789-8763 to review your individual situation.

GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most states laws require 48 hours or two working-days notice be given to utility companies prior to beginning excavation. This may be accomplished by contacting a 'One Call' or 'Dig Alert' system (check your state). In states where advance notification call systems do not exist, please call (800) 272-4817, 48 hours before any work commences.
- B) KERN RIVER'S easement restricts the placement of a structure or any part of a structure within the right of way, except as may be expressly permitted herein.
- C) An authorized KERN RIVER representative must be on site during any work performed on or across the right of way.
- D) The KERN RIVER representative will determine the existing cover over the pipeline.
- E) Any change in the amount of existing cover material (soil) on and over the right of way must be approved in advance and shall be no less than that required by the U.S. Department of Transportation.

1) FENCES

- A) Fences shall not be installed parallel to the pipeline within the KERN RIVER easement. For fences installed across the right of way, the first post either side of the pipe shall be set 5 feet from the center of the pipeline in a hand dug hole.
- B) PERMITTEE shall provide access through or around fence(s) crossing the right of way to allow performance of normal right of way maintenance.
- C) Installer shall adhere to provisions A and C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

2) LANDSCAPING (plantings that require excavating deeper than 1 foot)

- A) Flower beds and shrubs are permitted within the right of way, but may be damaged by required annual surveys, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right of way.
- B) No trees or deep rooted shrubs are allowed within the easement.
- C) Lawns and vegetable gardens are acceptable.
- D) Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to this type of planting.

3) STREETS, ROADS AND DRIVEWAYS

- A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 5.6 feet of cover over the pipeline or an alternative engineered solution.
- B) Driveways shall not run lengthwise within the right of way and must cross on an angle, which when measured between the proposed drive and the right of way is not less than 45 degrees.
- C) An opportunity for KERN RIVER to make a pipe inspection must be given prior to the start of any construction.
- D) Provisions A, C, D and E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- E) Street or road construction may require a specific encroachment agreement from the Right of Way and Land Department, and plans for such crossings shall be submitted 90 days prior to work commencement to allow time for project impact review by the local KERN RIVER office.

4) TEMPORARY EQUIPMENT CROSSINGS

- A) To protect KERN RIVER'S pipeline from external loading, KERN RIVER must perform an evaluation to determine the effects of any proposed equipment use. KERN RIVER reserves the right to approve or deny the use of certain types of equipment. Mats, timber bridges, or other protective materials deemed necessary by KERN RIVER shall be placed over KERN RIVER facilities for the duration of any loading. Protective materials shall be purchased, placed, and removed at no cost to KERN RIVER. The right of way must be restored to its original condition.
- B) KERN RIVER may require markings to identify specific areas where equipment use is authorized.

5) OPEN WATERWAYS

- A) Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3.5 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved method and material. Larger open waterways are defined as "canals" and are considered on an individual basis.
- B) Anyone altering (clearing, regrading or changing alignment) a waterway must obtain approval from KERN RIVER prior to making changes and shall meet Provisions A and C of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.
- C) An opportunity will be provided for KERN RIVER to install casing and/or other structural protection prior to canal installation.

6) EXCAVATION

- A) Plans for any excavation on the right of way must be approved prior to commencing work. Excavating within 5 feet of the pipeline shall be done by hand until the pipeline is exposed and shall be done only in the presence of an authorized KERN RIVER representative. When excavating for crossing a ditch line, after the pipe has been exposed, the excavation equipment must be positioned such that it will not reach within 2 feet of the pipeline. Final stripping on sides and top of the pipeline shall be by hand.
- B) When a backhoe is used, the bucket teeth should be curled under each time it is brought back into the ditch to reduce the chance of teeth contacting the pipe.

GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing KERN RIVER'S right of way shall be installed in accordance with all applicable codes and requirements governing such installations.
- B) All foreign lines shall cross KERN RIVER'S right of way at an angle as close to 90 degrees as possible. Parallel occupancy of KERN RIVER'S right of way shall not be allowed unless specifically permitted by KERN RIVER.
- C) All buried lines should cross under the pipeline. However, when obstructions or unfavorable soil conditions are encountered, or when the KERN RIVER pipeline is located at a depth greater than 4 feet, approval to cross over the line may be granted.
- D) To avoid unexpected service interruptions of buried lines crossing over KERN RIVER pipeline, a minimum of 24 inches of cover (or local minimum required depth) must be provided over the crossing line.
- E) All buried lines crossing the KERN RIVER pipeline shall maintain a minimum separation of 24 inches between the two facilities, with the same depth carried across the entire right of way.
- F) A joint trench is the recommended method for multiple utility crossings. Under normal circumstances this requires that only one permit be obtained by the excavating company.
- G) No foreign appurtenances (meters, poles, drop boxes, collection basins, etc.) shall be located on the right of way, except as may be permitted.
- H) A buried warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire right of way, as a protective measure.
- I) An authorized KERN RIVER representative must be on-site during all excavation and clean-up work performed on the right of way.

7) COMMUNICATION LINES TELEPHONE, TV, OTHER DATA LINES

- A) Communication lines shall meet all provisions of the GENERAL REQUIREMENTS - BURIED LINE

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CROSSINGS

- B) Communication lines shall be encased in a rigid nonmetallic conduit across the full width of the right of way.
- C) Signs shall be placed by the Rocky Mountain Power at each edge of the right of way to mark the underground cable angle and path of crossing.

8) POWER LINES

- A) Power lines shall meet all of the above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS and shall be installed in accordance with the National Electrical Safety code.
- B) Power lines shall have minimum clearances between lines of 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 40,001 volts and above.
- C) Power lines shall be encased in rigid nonmetallic conduit.
- D) Signs shall be placed by the Rocky Mountain Power at each edge of the right of way to mark the underground cable angle and path of crossing. If the underground cable crosses above the pipeline, the signs shall so indicate.
- E) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing in red dye concrete (6 inches thick) across the full width of the right of way.

9) SEWER AND WATER LINES

- A) Sewer and water lines shall meet all above GENERAL REQUIREMENTS - BURIED LINE CROSSINGS. Nonmetallic water lines are required.
- B) Sewer line crossings are limited to tight lines only.
- C) Septic tanks and drain fields are not permitted within the right of way.

10) SUBSURFACE DRAINAGE TILE (NONMETALLIC)

- A) Drainage tile shall meet provisions A, B, E, G, H and I of GENERAL REQUIREMENTS - BURIED LINE CROSSINGS.

11) METALLIC PIPE CROSSINGS

- A) All 4-inch and larger metallic pipes crossing KERN RIVER'S pipeline, or any metallic pipe transporting hazardous materials (petroleum, natural gas, etc.), shall have two cathodic protection test leads installed on the KERN RIVER pipeline(s) and two on the crossing pipe at the point of intersection.
- B) KERN RIVER personnel must install the leads on KERN RIVER'S pipeline(s) and, if necessary will install the leads on the crossing pipe.
- C) Metallic pipe crossings shall have a permanent protective coating for the full width of the right of way.

12) ABOVE GROUND LINE CROSSINGS

- A) Shall maintain a minimum of 30 feet of vertical clearance across the right of way.
- B) Shall have no poles or appurtenances located on the right of way.
- C) Above ground crossings shall not be above or closer than 25 feet horizontally to any gas escape vent (e.g., relief valve vent, station blow down vent, block valve vent, etc.).

13) BLASTING

- A) Blasting for grade or ditch excavation shall be utilized only after all other reasonable means have been used and are unsuccessful in achieving the required results.
- B) Blasting plans shall be submitted to KERN RIVER for approval at least four days prior to the anticipated start of any blasting activities.
- C) All blasting shall be done with the KERN RIVER authorized representative present.

EXHIBIT G
(Insurance Requirements)

- A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (PELA, USL&H, Jones Act) and Employers' Liability Insurance with limits of not less than:
- Bodily Injury by Accident \$500,000 Each Accident
Bodily Injury by Disease \$500,000 Policy Limit
Bodily Injury by Disease \$500,000 Each Employee
covering location of all workplaces involved in this Contract.
- B. Commercial General Liability Insurance, written on an Occurrence Basis, with limits not less than \$1,000,000.00 per occurrence/ \$2,000,000 aggregate Bodily Injury and Property Damage, including the following coverages.
- a. Premises and Operations Coverage
b. Independent Contractor's Coverage
c. Contractual Liability covering liabilities assumed under this Contract
d. Products and Completed Operations Coverage
e. Coverage for explosion, collapse, and underground property damage
f. Broad Form Property Damage Liability endorsement
g. Personal Injury Liability
- C. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits not less than \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits.
- D. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence/aggregate where applicable to be excess of the coverages and limits required in A., B., and C. above.

Rocky Mountain Power shall, on or prior to the effective date of this agreement, deliver to Kern River certificates of insurance evidencing valid coverage in effect as specified by this Exhibit. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties except with respect to the negligence of additional insureds listed below. All required insurance policies shall be endorsed to provide that the policy is primary and will not contribute with any policy carried by Kern River.

Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Rocky Mountain Power' insurance policies, except statutory Workers' Compensation. The Commercial General Liability additional insured endorsement shall be ISO Form CG2010 or its equivalent. There shall be no conditions on Rocky Mountain Power' policies restricting defense expenses available to Kern River.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at the sole risk of Rocky Mountain Power.

All policies providing coverage hereunder shall contain provisions that no cancellation or material changes in the policies shall become effective except on thirty (30) days' written notice thereof to Kern River at Kern River's office originating the agreement. Rocky Mountain Power shall not cancel or make any material change in any such policies without the prior written consent of Kern River. For those insurance coverages whereby Kern River is required to be named as an additional insured, Rocky Mountain Power shall at any time requested by Kern River prior to or during the term of the work or this Contract, deliver to Kern River certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against Rocky Mountain Power, and/or Kern River as additional insured, Rocky Mountain Power shall deliver to Kern River, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the work or this Contract, if so requested by Kern River.

Kern River does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of Rocky Mountain Power, and Rocky Mountain Power shall be solely responsible for any deficiencies thereof. Nothing in this Agreement shall be deemed to limit Rocky Mountain Power's liability under this Agreement.

SUBCONTRACTOR'S INSURANCE

Should Kern River permit Rocky Mountain Power to further sublet or subcontract any portion of the work, Rocky Mountain Power shall, before permitting any of its Subcontractors to perform any work at the site, require each Subcontractor to carry insurance with terms and limits similar to that specified above or provide evidence that such Subcontractors are covered as Named Insureds under Rocky Mountain Power's insurance coverages as required above. Prior to the commencement of work by any Subcontractor, Rocky Mountain Power shall provide to Kern River Certificates of Insurance evidencing that each Subcontractor carries insurance as required above or evidencing that such Subcontractors are named insureds under Rocky Mountain Power's insurance coverages. As with Rocky Mountain Power's insurance coverage, Kern River, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees and servants shall be named as an additional insured on any Subcontractor insurance required by this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC 99 HIGH STREET BOSTON, MA 02110	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): EMAIL ADDRESS:
CN102038925-Pact-GUTW-23-25	INSURER(S) AFFORDING COVERAGE HAIC#
INSURED PactCorp Attn: Mariya Coleman P.O. Box 657 Des Moines, IA 50306-0657	INSURER A: Everest National Insurance Company INSURER B: Liberty Mutual Fire Insurance Co INSURER C: Associated Electric & Gas Insurance Services Limited INSURER D: LM Insurance Corporation INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: NYC-011982253-01	REVISION NUMBER: 1
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		EN4GL00088-231	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PCP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-691-580601-314	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (E&A accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		XL5194012P Excess Liability SIF applies per policy terms and conditions.	08/15/2023	08/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N M/A	EW2-69N-550601-251 SIF: \$500,000	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies in favor of Utah Transit Authority as respects is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER Ken River Gas Transmission Company Land and Environment Department P.O. Box 71420 Salt Lake City, UT 84171-0400	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC
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