

WASHINGTON AFFILIATED INTEREST FILING

ATTACHMENT A

Easement Agreement

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder / Mailia Lauto'o
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No. UTBR_0028
Tax ID No. #2-1586

EXCLUSIVE INTERCONNECTION SITE EASEMENT AGREEMENT

This Exclusive Interconnection Site Easement Agreement (“Easement”) is made this ____ day of _____, 20__, by and between **PACIFICORP**, an Oregon Corporation, successor in interest to Intermountain Geothermal Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah 84116, (“Grantor”) and **KERN RIVER GAS TRANSMISSION COMPANY**, a Delaware Corporation located at 2755 East Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, (“Grantee”).

RECITALS

A. Grantor owns a certain parcel of land (“Grantor’s Land”) located in Beaver County and more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, generation plants, and other similar or related uses.

B. Grantee desires to locate and bury a certain identified Natural Gas Pipeline and other appurtenant structures within Grantor’s land.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby conveys an easement and right of way to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby conveys a non-exclusive, perpetual easement to Grantee in order to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a gas metering and delivery facility and/or appurtenances including but not limited to valves, metering equipment, piping, electronic equipment, communication equipment, buildings, fences and related facilities (“Facilities”) that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas and/or other related products, on, over, above and through., Grantor’s land as more particularly described and shown as “Exhibit A”.

2. Grant of Temporary Easement. Grantor additionally conveys to Grantee a temporary construction easement along and adjacent to said easement as may be reasonable necessary in connection with the construction or repair of said Facilities. Grantee shall instruct its contractor's, agents and employees performing the work to notify Grantor prior to any activity on Grantor's property. Grantee shall take all necessary steps to ensure the contractor performing the work is aware of Grantor's facilities, i.e. overhead and underground power lines, grounding grids, underground water lines, monitoring wells, etc.. The temporary construction easement shall terminate upon completion of the construction of the project or the expiration of one (1) years after execution of this Easement, whichever occurs first. Grantee shall coordinate and work in conjunction with concurrent easement holders in the area.

3. Grantee's Use.
 - a. Grantee shall have a non-exclusive right to install, operate, inspect repair, replace, and maintain the Facilities.

 - b. Grantee, its successors and assigns, will not use or permit to be used on Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

 - c. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon Grantor's Land, including but not limited to water lines, communication lines and power lines.

 - d. This Easement is limited to the construction of the identified Facilities along the route described herein. Grantee may not install laterals, taps, or subfeeds from the Facilities without a separate grant of easement from Grantor.

 - e. Grantor's maintenance and future construction of additional power lines, electrical generation, and other facilities require the use and operation of equipment weighing 50 tons. Grantee agrees to bury the pipeline to a depth that warrants and represents to Grantor that such depth is sufficient to protect the pipeline from Grantor's use of equipment with weights identified above.

 - f. At least 60 days prior to the construction of the Facilities, Grantee shall provide a written set of construction design plans (the "Plans") to Grantor for Approval.

Grantee shall not commence construction until written approval of the Plans is given by Grantor. Grantor shall have the right to deny the construction of the Facilities, or any appurtenance that conflicts in any way with Grantor's existing or future use of the property for electric utility operations. Grantee may not make any material modifications to the Facilities without prior written approval by Grantor.

- g. Grantee is aware that power lines are or may be located within the Easement boundaries and agrees to conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines.
 - h. Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.
4. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's utility operations.
5. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder. Grantee will provide adequate protection for the Facilities for such uses.
6. Relocation. In the event the Facilities interferes with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the pipeline to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.
7. Release and Indemnification
- a. Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area,

or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

- b. The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.
8. Abandonment. If Grantee ceases to use the Easement for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its Facilities and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its Facilities in place and relinquish all right, title, and interest to the Facilities to Grantor. In the event Grantee should leave its Facilities in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph above.
9. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.
10. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
11. Waiver of Jury Trial. 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.

{SIGNATURES TO FOLLOW ON THE NEXT FULL PAGE}

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

Grantor:
PACIFICORP, an Oregon Corporation,
successor in interest to Intermountain
Geothermal Company

By: Douglas N. Bennion
Its: Vice President of Engineering & Asset
Mgmt.

Dated: _____

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this _____day of _____, 20____, personally appeared before me Douglas N. Bennion who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of **PACIFICORP**, an Oregon Corporation, successor in interest to Intermountain Geothermal Company, and that the within and foregoing Agreement was signed on behalf of PacifiCorp by actual authority.

Notary Public

My commission expires:

Residing at _____

Grantee:

KERN RIVER GAS TRANSMISSION COMPANY, a Delaware Corporation

By: _____

Its: _____

Dated: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of _____, , and that the within and foregoing Agreement was signed on behalf of _____ by actual authority.

Notary Public

My commission expires:

Residing at _____

EXHIBIT "A"

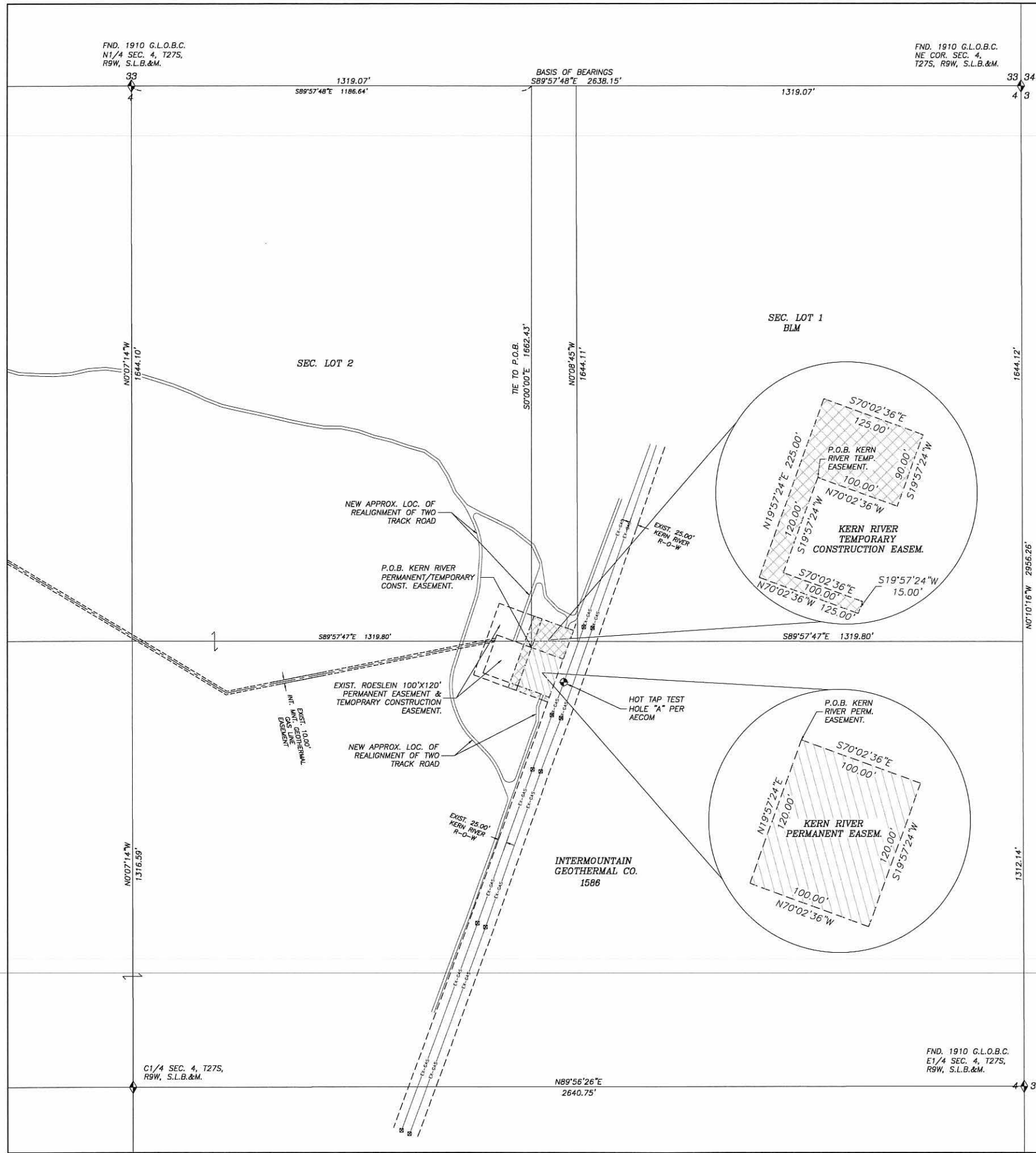
(Below Easement Descriptions and See Attached Survey Map)

Interconnection Site Easement Description:

A 110.00 FOOT WIDE X 120.00 FOOT LONG PERMANENT EASEMENT BEING DESCRIBED AS FOLLOWS:

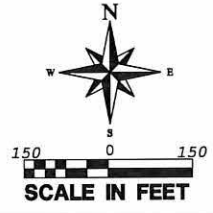
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°57'48"E, ALONG THE SECTION LINE, 1,186.64 FEET; THENCE S00°00'00"E, 1,662.43 FEET TO THE POINT OF BEGINNING; THENCE S70°02'36"E, 100.00 FEET TO A POINT LOCATED ON THE WESTERLY LINE OF AN EXISTING GAS PIPELINE EASEMENT, SAID EASEMENT BEING 25.00 FEET WESTERLY AND PARALLEL TO AN EXISTING KERN RIVER GAS PIPELINE; THENCE S19°57'24"W, ALONG SAID LINE, 120.00 FEET; THENCE DEPARTING SAID LINE AND RUNNING N70°02'36"W, 100.00 FEET; THENCE N19°57'24"E, 120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRES.



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - EXISTING FENCE
- - - EASEMENT LINE
- - - SECTION LINE
- - - EXISTING KERN RIVER GAS PIPE LINE
- ⬇ SECTION CORNER AS DESCRIBED
- ⊠ KERN RIVER GAS LINE MARKER
- ⊕ HOT TAP TEST HOLE "A" PER AECOM
- [Hatched Area] HATCHED AREA DENOTES PERMANENT EASEMENT
- [Cross-hatched Area] HATCHED AREA DENOTES TEMPORARY CONSTRUCTION EASEMENT



SURVEYOR'S CERTIFICATE

I, STEVEN BRENT WOOLSEY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 4938769, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, HEREBY CERTIFY THAT THIS MAP REPRESENTS AN EASEMENT EXHIBIT SURVEY LOCATED IN BEAVER COUNTY, UTAH, IN ACCORDANCE WITH SECTION 17-23-17. THE LEGAL DESCRIPTIONS AND PLAT ARE TRUE AND CORRECT.

Steven Woolsey **4-15-19**
 STEVEN BRENT WOOLSEY, PLS #4938769 DATE

SURVEYOR'S NARRATIVE

THIS SURVEY WAS DONE AT THE REQUEST OF ROESLEIN COMPANY TO PERFORM AN EASEMENT EXHIBIT SURVEY FOR KERN RIVER.

THE BASIS OF BEARINGS IS S89°57'48"E, 2638.15 FEET FROM THE NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

THIS EASEMENT EXHIBIT SHOWS AND DESCRIBES A 100.00' X 100.00' GAS LINE EASEMENTS, AFFECTING THE FOLLOWING ENTITY: INTERMOUNTAIN GEOTHERMAL COMPANY.

INTERCONNECTION SITE PERMANENT EASEMENT DESCRIPTION:

A 100.00 FOOT WIDE X 120.00 FOOT LONG PERMANENT EASEMENT BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°57'48"E, ALONG THE SECTION LINE, 1,186.64 FEET; THENCE S00°00'00"E, 1,662.43 FEET TO THE POINT OF BEGINNING; THENCE S70°02'36"E, 100.00 FEET TO A POINT LOCATED ON THE WESTERLY LINE OF AN EXISTING GAS PIPELINE EASEMENT, SAID EASEMENT BEING 25.00 FEET WESTERLY AND PARALLEL TO AN EXISTING KERN RIVER GAS PIPELINE; THENCE S19°57'24"W, ALONG SAID LINE, 120.00 FEET; THENCE DEPARTING SAID LINE AND RUNNING N70°02'36"W, 100.00 FEET; THENCE N19°57'24"E, 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.28 ACRES.

INTERCONNECTION SITE TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 9 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE S89°57'48"E, ALONG THE SECTION LINE, 1,186.64 FEET; THENCE S00°00'00"E, 1,662.43 FEET TO THE POINT OF BEGINNING; THENCE S19°57'24"W, 120.00 FEET; THENCE S70°02'36"E, 100.00 FEET TO A POINT LOCATED ON THE WESTERLY LINE OF AN EXISTING GAS PIPELINE EASEMENT, SAID EASEMENT BEING 25.00 FEET WESTERLY AND PARALLEL TO AN EXISTING KERN RIVER GAS PIPELINE; THENCE S19°57'24"W, ALONG SAID LINE, 15.00 FEET; THENCE DEPARTING SAID LINE AND RUNNING N70°02'36"W, 125.00 FEET; THENCE N19°57'24"E, 225.00 FEET; THENCE S70°02'36"E, 125.00 FEET TO A POINT LOCATED ON THE WESTERLY LINE OF SAID EXISTING GAS PIPELINE EASEMENT; THENCE S19°57'24"W, ALONG SAID LINE, 90.00 FEET; THENCE DEPARTING SAID LINE AND RUNNING N70°02'36"W, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES.

NO	REVISIONS	DESCRIPTION	DATE	BY

WOOLSEY LAND SURVEYING, P.C.
 Land Surveyors - Land Planners
 439-958-2319 CELL
 439-958-2319 FAX
 steven@woolsey.com

EASEMENT EXHIBIT FOR:
KERN RIVER

BEAVER COUNTY, UTAH
 LOCATED IN SECTION 4, T71S, R9W, S1B.M.

DATE: 4-10-2019
 SCALE: 1"=150'

JOB NO.
 1581

SHEET NO.
1 OF 2