

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**ENCROACHMENT AGREEMENT  
FOR THE ROCKY MOUNTAIN POWER AEOLUS TO JIM BRIDGER  
500KV TRANSMISSION LINE  
(April 23, 2019)**

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

This Encroachment Agreement (“Agreement”) is hereby entered into this 23<sup>rd</sup> day of April, 2019, by and between **WGR Operating, LP and its affiliates** with offices located at 1099 18<sup>th</sup> 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.

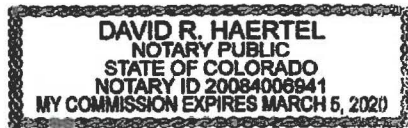
**WGR Operating, LP**

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

**ACKNOWLEDGMENT**

STATE OF COLORADO )  
 ) §  
CITY AND COUNTY OF DENVER )

On the 22<sup>nd</sup> 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.



[Signature]  
Notary Public

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

By: Todd Jensen

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

**ACKNOWLEDGMENT**

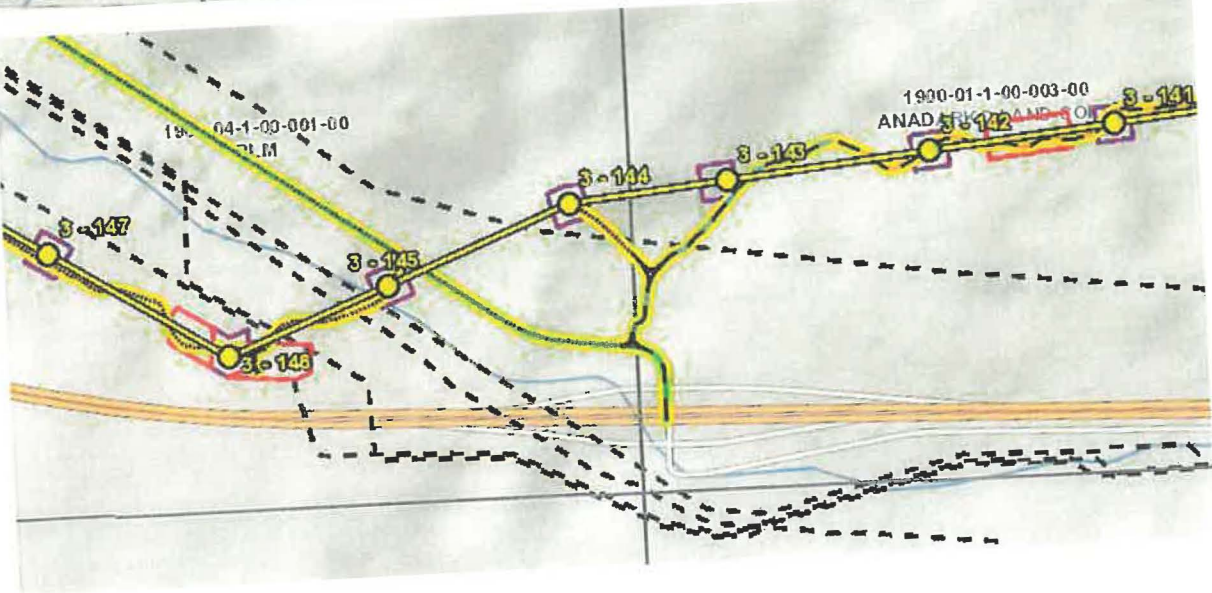
STATE OF \_\_\_\_\_ )  
 ) §  
COUNTY OF Salt Lake )



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

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