



ENT 73721:2023 PG 1 of 66  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Nov 9 03:30 PM FEE 40.00 BY KR  
RECORDED FOR KERN RIVER GAS TRANSMISSIO

When Recorded Return to:  
Kern River Gas Transmission Company  
Attn: Land Department  
2755 E Cottonwood Parkway, Suite 300  
Salt Lake City, Utah 84121

Parcel Number(s): 50:131:1935

**SPECIFIC ENCROACHMENT AGREEMENT**

THIS AGREEMENT, entered into this 3<sup>rd</sup> day of, November 20<sup>23</sup>, 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 Edge homes Utah, LLC; a Utah limited liability corporation with offices located at 13702 S. 200 W. #B12, Draper, Utah, 84020 ("Encroaching Party"). As used herein, Kern River and Encroaching Party shall also include their respective agents, contractors, employees, and representatives. Kern River and Encroaching Party are sometimes jointly referred to as the "Parties."

WHEREAS, Kern River owns, operates and maintains a 36-inch diameter high pressure interstate pipeline within the impact limits of this project which transports natural gas from southwestern Wyoming to points of delivery in Utah, Nevada and California; said pipeline is generally buried underground pursuant to easements and rights of way of record.

WHEREAS, Encroaching Party desires to construct, install and maintain infrastructure improvements (asphalt trail, dirt trail, temporary irrigation) (collectively the "Encroachments") over, under and through Kern River's pipeline easement and desires to obtain Kern River's consent therefore. Encroaching Party has submitted to Kern River copies of its construction plans and specifications for construction of the Encroachments (collectively the "Drawings"), attached hereto as Exhibit A-1.

WHEREAS, the portion of Kern River's right of way within which Encroaching Party proposes to construct and maintain the Encroachments is recorded in the Utah County Recorder's Office on the easements listed on Exhibit D hereto; the rights of way described in the easement are collectively herein referred to as the "Easement".

WHEREAS, the Easement within which Encroaching Party proposes to construct and maintain the Encroachments as part of its QUAILHILL @ Mt. Saratoga Plat S development is located in Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah and is more particularly described on the Vicinity Map and Legal Descriptions labeled Exhibit A-2 attached hereto and incorporated herein by reference.

WHEREAS, Kern River is willing to permit, and Encroaching Party desires to construct, the Encroachments 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:** Encroaching Party 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 Encroaching Party to install, construct and maintain the Encroachments on the Easement(s) in accordance with the terms of this Agreement. This Agreement shall apply only to the Encroachments 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 its Easement(s) nor its fitness or suitability for any particular purpose. In addition, Kern River does not warrant its Easement(s) for or against subsidence, compaction, or geotechnical stability of any kind including but not limited to, faults, sinkholes or hydrologic integrity.

**4. COSTS:** Encroaching Party shall cause all construction activities including, but not limited to, surveying, leveling, grading, compacting, paving, removal, reclaiming, restoration, revegetation, re-contouring, repairing, construction, potholing and re-construction of the Encroachments to be completed at no cost or expense to Kern River.

**5. CONSTRUCTION OF ENCROACHMENTS:** Construction will be performed according to the Drawings (Exhibit A-1), Scope of Work (Exhibit A-3) and using only the equipment listed on the Equipment List (Exhibit A-4). All construction, continued and future use of the Encroachment on the Easement(s) shall meet the Encroachment Specifications set forth in Exhibit B hereto. Any deviation from these Specifications, Scope of Work, drawings and equipment type must receive prior approval in writing from Kern River.

**6. INSPECTION AND REIMBURSEMENT:** The Parties agree that Kern River shall provide at least one onsite inspector ("Inspector") while Encroaching Party is working within Kern River's Easement(s). All of Encroaching Party's work within Kern River's Easement(s) shall be performed to the satisfaction of the Inspector. In the event Inspector deems Encroaching Party's work within the Easement(s) to be unsafe, of poor quality or inconsistent with Kern River's Encroachment Standards (attached as Exhibit B and incorporated herein) Inspector is authorized to stop all of Encroaching Party's work within the Easement(s) until the appropriate corrective measures are implemented. The presence or non-presence of Inspector shall not alleviate Encroaching Party from liability or damages arising from its construction of the Encroachments and it shall be Encroaching Party's sole responsibility to perform the construction in a safe and workmanlike manner. Kern River shall not be responsible to Encroaching Party or any third party

for the cost of any delays occasioned by a work stoppage ordered by Inspector. Encroaching Party shall reimburse Kern River for the cost of providing its inspector(s). Kern River agrees not to mark up or charge and profit for use of the Inspectors(s), but simply to pass through the fully loaded costs of the inspector(s). Kern River shall submit a monthly invoice to Encroaching Party until the project is complete. Encroaching Party agrees to pay said invoice within 30-days of each submittal.

**7. PAYMENT BOND:** Prior to commencing any construction activities within Kern River's Easement, Encroaching Party shall provide in a form acceptable to Kern River a payment bond in the amount of \$11,200.00 based on an estimated 15 business days for inspection services.. Said bond shall ensure payment by Encroaching Party of any invoices from Kern River for the inspection services and or AC mitigation services or any other costs described herein. Unless otherwise agreed to in writing by Kern River, Encroaching Party shall provide the payment bond within ten (10) business days of the execution of this agreement and maintain said bond in a form acceptable to Kern River throughout the construction of the Encroachments and until such time as Kern River is paid in full for its inspection services. In the event Kern River is not paid in full within thirty (30) days the amount stated on an invoice for inspection services, Kern River may call the bond for payment. If Kern River is forced to call the bond for payment prior to completion of the Encroachments, Encroaching Party shall cease all activity within Kern River's Easement and replenish the bond prior to continuing any construction of Encroachments.

**8. ONE-CALL NOTICES:** Encroaching Party shall notify Kern River through the local One-Call Service a minimum of 48 hours before excavation or grading work commences on or near Kern River's Easement(s).

**9. 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 Encroaching Party's expense, such test leads on its pipelines if required. If Kern River determines in its sole discretion that AC and/or DC mitigation studies and/or AC and/or DC mitigation is required from any Encroaching Party's facilities, including but not limited to metallic or electric aboveground or underground lines and studies for electric conductivity during discharge to ground, Encroaching Party agrees to pay for the studies and/or mitigation necessary to protect against the Encroachments. The Parties agree to perform testing, at Encroaching Party's expense, necessary to determine if detrimental effects or interference with Kern River's Pipeline Facilities, including cathodic protection, may result from the installation and operation of the Encroachments, or any of Encroaching Party's other facilities in proximity of the Easement. If equipment or other remedial measures are required to eliminate, mitigate, or control interference or detrimental effects, Kern River will procure and install said equipment, and Encroaching Party shall reimburse Kern River for all such costs.

**10. STREETS:** Any streets or roads constructed over the Kern River Pipeline for normal traffic shall maintain no less than five and one half feet (5'-6") of cover from top of pipe to the finished grade. A concrete slab shall be placed in the bar ditch area of any paved road and shall be installed as directed by Kern River's onsite Inspector. Any road or street utilized by large

construction type vehicles or other types of heavy equipment that crosses the Easement(s) will be constructed and maintained as directed by Kern River or its Inspector. These crossings shall be reviewed in the field, on an individual basis, by Kern River inspectors ensuring appropriate protection of the pipeline. This condition shall apply to any future construction of roads and streets as well as the present project. Any roads, or streets installed under this Agreement must be approved by Inspector and constructed in accordance with the specifications set forth in Exhibits A-1 to A-4, and Exhibit B.

11. **RESTORATION:** Encroaching Party shall be responsible for restoration of all disturbed land and damages on Kern River's Easement(s) caused by Encroaching Party, its contractors, agents and employees in any way related to or arising from the construction or maintenance of the Encroachments.

12. **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.

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

14. **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.

15. **DRILLING OR PILE DRIVING:** No drilling or pile driving may take place within 500 feet of the Right of Way without prior written consent from Kern River. Encroaching Party shall provide seismograph monitoring for drilling or pile driving operations. Kern River shall have full, unrestricted access to all seismograph monitoring results and equipment.

16. **PIPELINE MAINTENANCE:** The parties agree that if the Pipeline(s) are excavated and exposed as part of activities described herein, or at Kern River's request, Kern River will be given the opportunity to inspect and perform maintenance on one or both of its 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 Encroaching Party or any third party for the cost of any delays occasioned by Kern River's inspection and maintenance.

17. **RESERVATION OF RIGHTS:** KERN RIVER RESERVES THE RIGHT TO

REMOVE ANY OF THE ENCROACHMENTS IF IN KERN RIVER'S JUDGMENT IT IS NECESSARY TO DO SO IN ORDER TO CONSTRUCT, ALTER, INSPECT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE PIPELINES OR APPURTENANCES LOCATED WITHIN KERN RIVER'S EASEMENT(S) OR IN ORDER TO CONSTRUCT, INSTALL OR MAINTAIN NEW FACILITIES OR OTHERWISE ENJOY ITS EASEMENT RIGHTS. KERN RIVER SHALL NOT BE LIABLE TO ENCROACHING PARTY, ANY THIRD PARTIES, OR ANY SUBSEQUENT OWNER OF THE ENCROACHMENTS FOR ANY DAMAGE TO THE ENCROACHMENTS OCCASIONED BY KERN RIVER'S EXERCISE OF THESE RESERVED RIGHTS. ANY COST TO REPAIR OR REPLACE THE ENCROACHMENTS SHALL BE FOR THE ACCOUNT OF THE OWNER(S) OF THE ENCROACHMENTS AND SUCH REPAIR OR REPLACEMENT SHALL BE COMPLETED AT NO COST OR EXPENSE TO KERN RIVER.

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

19. **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 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.

20. **INDEMNITY:** Encroaching Party 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 Encroaching Party's occupancy, use, installation, maintenance, or continuation of the Encroachments within Kern River's Easement(s), except to the extent such loss, damage, injury or death arises out of the negligence of Kern River.

21. **INSURANCE REQUIREMENTS:** Prior to performing any work within Kern River's

Easement(s), Encroaching Party shall carry insurance as described in Exhibit C 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 Kern River's Easement(s). Kern River does not represent that the required insurance, whether in scope or amounts of coverage, is adequate to protect the obligations of Encroaching Party or its contractors or sub-contractors, and Encroaching Party and / or its contractors and sub-contractors shall be solely responsible for any deficiencies thereof. Nothing in this section shall be deemed to limit Encroaching Party's liability under this Agreement.

22. AS-BUILT DRAWINGS: Within one year following the substantial completion of the Encroachments, Encroaching Party shall provide without charge to Kern River a copy of its "as-built" drawings of the Encroachments.

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

24. COOPERATION OF SUBCONTRACTORS: Encroaching Party 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.

25. ATTORNEYS' FEES: Kern River 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.

26. SUBSEQUENT OWNERS OF ENCROACHMENTS: It is the intention of the Parties that the terms of this Agreement shall apply to subsequent owner(s) of the Encroachments and that any subsequent owner(s) shall take ownership of the Encroachments subject to the terms of this Agreement. This Agreement shall run with the land and Easement(s) 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 Encroachments. Nothing contained herein shall be construed to abrogate, diminish, or relinquish any rights granted by the Easement(s) or to waive statutory, common law or other rights that Kern River may have against subsequent owner(s) of the Encroachments.

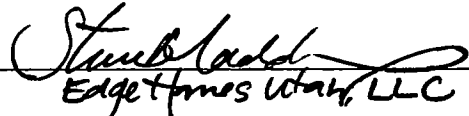
27. AGREEMENT SUBORDINATE TO EASEMENT(S): This Agreement is subordinate and subject to all terms and conditions of Kern River's Easement(s) with the underlying fee owners and easement holders of record on said lands.

28. TERMINATION: If Encroaching Party does not initiate construction of the Encroachments within one (1) year from the execution of this Agreement, this Agreement shall terminate.

29. 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.

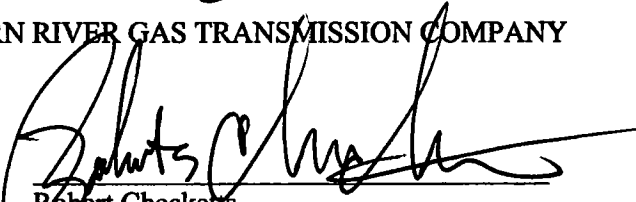
30. ADDITIONAL REQUIREMENTS: Reserved.

AGREED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE:

  
\_\_\_\_\_  
Steve Maddox  
Edge Homes Utah, LLC

By: Steve Maddox  
Its: manager

KERN RIVER GAS TRANSMISSION COMPANY

  
\_\_\_\_\_  
By: Robert Checketts  
Its: Vice President, Operations & Engineering

CJT  
11/13/23

ACKNOWLEDGMENT

STATE OF Utah )  
 ) §  
COUNTY OF Utah )

On the 18 day of October, 2023, Steve Maddox personally appeared before me and being by me duly sworn, did say that he is the Manager and that the above Encroachment Agreement was signed on behalf of Edge Homes Utah, LLC, and said Limited Liability Company acknowledged to me that he, as the Manager, signed the same.

My commission expires:  
7-10-2025

Shelley Mae King  
Notary Public in and for the State of Utah  
SHELLEY MAE KING  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 719007  
COMM. EXP. 07-10-2025

ACKNOWLEDGMENT - ATTORNEY-IN-FACT

STATE OF UTAH )  
 ) §  
COUNTY OF SALT LAKE )

On the 7<sup>th</sup> day of November, 2023 personally appeared before me Robert Checketts and being by me duly sworn, did say that he is the Vice President, Operations & Engineering for Kern River Gas Transmission Company, and that the above Encroachment Agreement was signed on behalf of Kern River Gas Transmission Company, and said Robert Checketts acknowledged to me that he as such Vice President, Operations & Engineering executed the same.

My Commission Expires:  
11/21/2025

Heather Joosten  
Notary Public in and For  
The State of Utah

HEATHER JOOSTEN  
Notary Public - State of Utah  
Comm. No. 721217  
My Commission Expires on  
Nov 2, 2025



**EXHIBIT A-1 – Drawings**



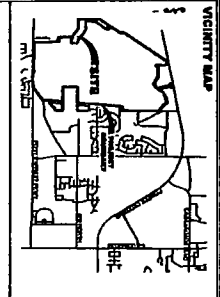












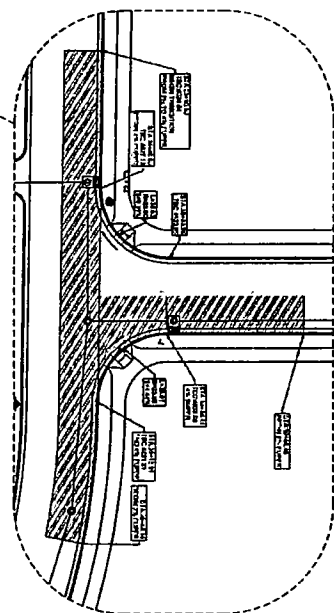
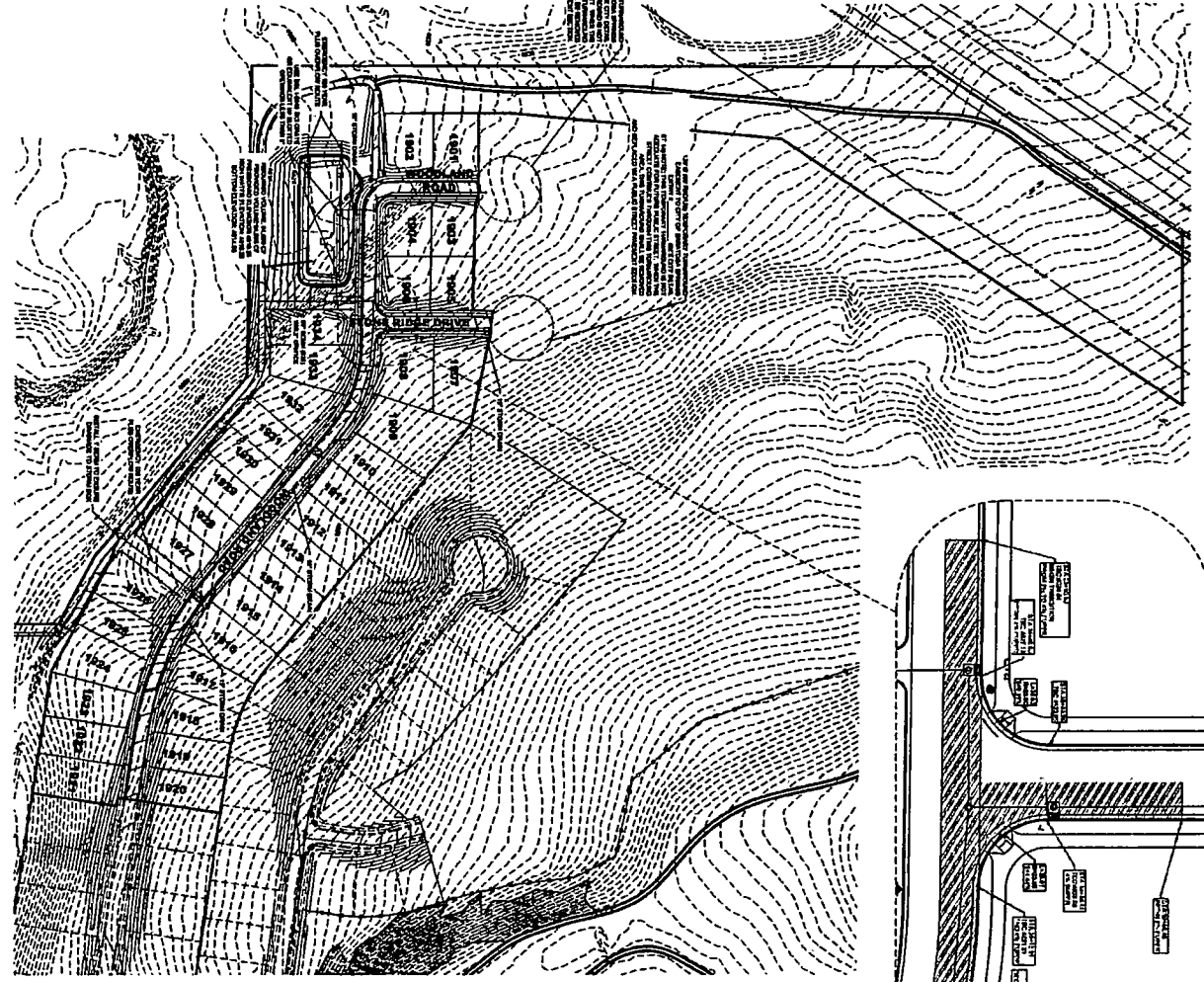
PLAT 5 DATA TABLE	
DESCRIPTION	QUANTITY
CONCRETE	1.00
STEEL	1.00
PIPE	1.00
VALVE	1.00
MANHOLE	1.00
CONCRETE	1.00
STEEL	1.00
PIPE	1.00
VALVE	1.00
MANHOLE	1.00

**LEGEND**

- STORM DRAIN
- EXISTING STORM DRAIN
- NEW/AND/OLD DRAIN
- STORM DRAIN MANHOLE
- EXISTING STORM DRAIN MANHOLE
- CONCRETE
- STEEL
- PIPE
- VALVE
- MANHOLE

**NOTES**

1. THE PROPOSED PLAT 5 GRADING AND DRAINAGE IMPROVEMENTS ARE SHOWN ON THIS PLAN AND SHALL BE CONSIDERED AS PART OF THE DEVELOPMENT PROJECT.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SARATOGA SPRING, UTAH, DEVELOPMENT ORDINANCES AND THE UTAH DEVELOPMENT CODE.



SYMBOL	DESCRIPTION
(Symbol)	CONCRETE
(Symbol)	STEEL
(Symbol)	PIPE
(Symbol)	VALVE
(Symbol)	MANHOLE
(Symbol)	CONCRETE
(Symbol)	STEEL
(Symbol)	PIPE
(Symbol)	VALVE
(Symbol)	MANHOLE

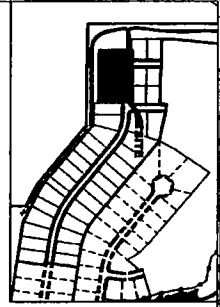
**QUAILHILL @ Mt. Saratoga**  
SARATOGA SPRING, UTAH

FINAL PLAT 5  
GRADING PLAN

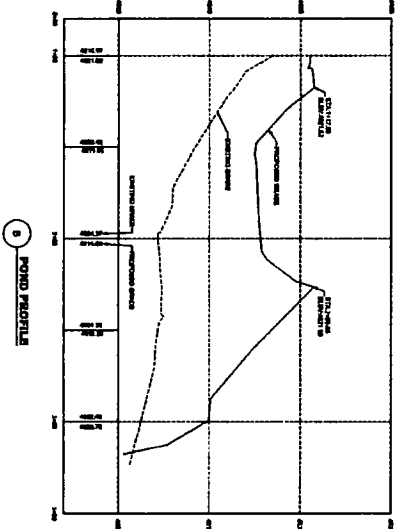
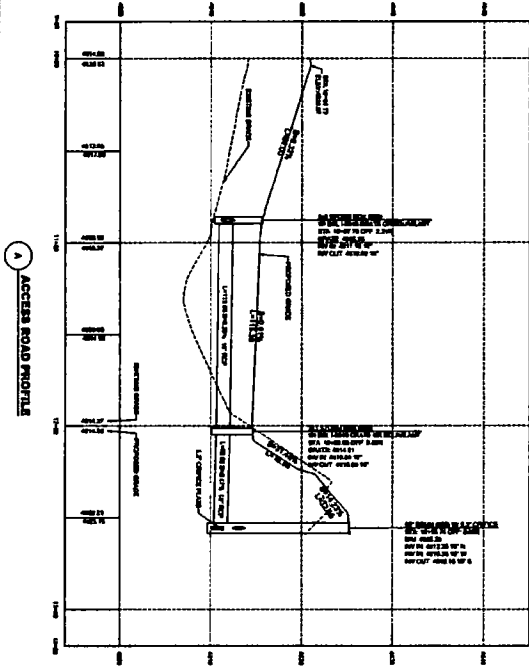
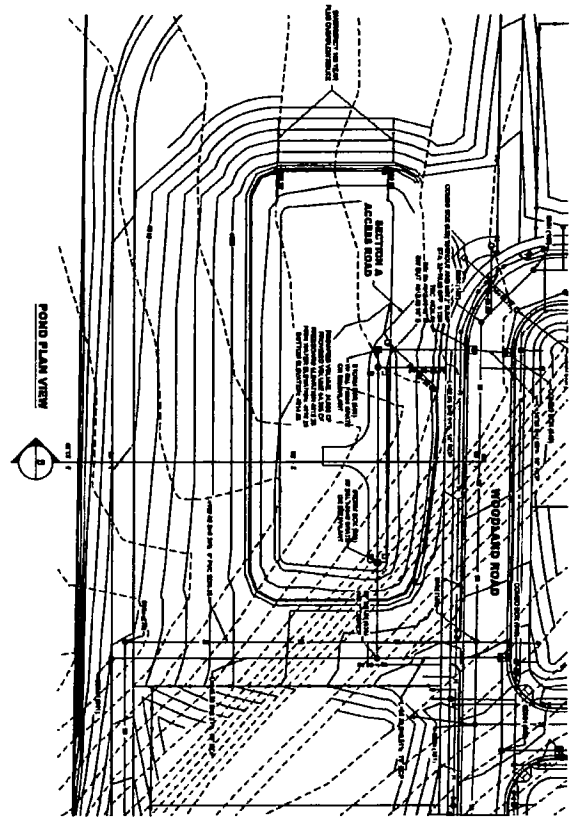
DATE	11/15/23
SCALE	AS SHOWN
PROJECT NO.	2023-001
CLIENT	QUAILHILL @ Mt. Saratoga
DESIGNER	JET ENGINEERS, SURVEYORS & PLANNERS
CHECKED BY	[Signature]
APPROVED BY	[Signature]







ENT 73721 = 2023 PG 18 of 66



SYMBOL	DESCRIPTION	NOTES
(Symbol)	CONCRETE CURB	12" HIGH, 12" WIDE
(Symbol)	GRAVEL FILL	18" DEEP
(Symbol)	WOODLAND ROAD	12' WIDE
(Symbol)	ACCESS ROAD	12' WIDE
(Symbol)	CONCRETE CURB	12" HIGH, 12" WIDE
(Symbol)	GRAVEL FILL	18" DEEP
(Symbol)	WOODLAND ROAD	12' WIDE
(Symbol)	ACCESS ROAD	12' WIDE

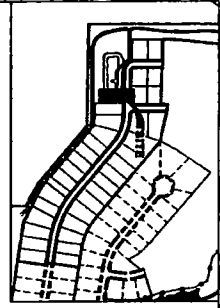
9A

**QUAILHILL @ Mt. Saratoga**  
 SARATOGA SPRING, UTAH  
 FINAL PLAN 8  
 POND DETAILS

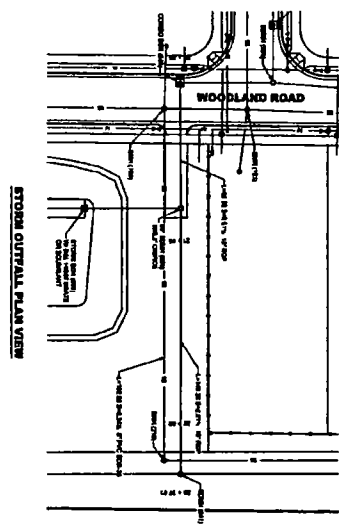
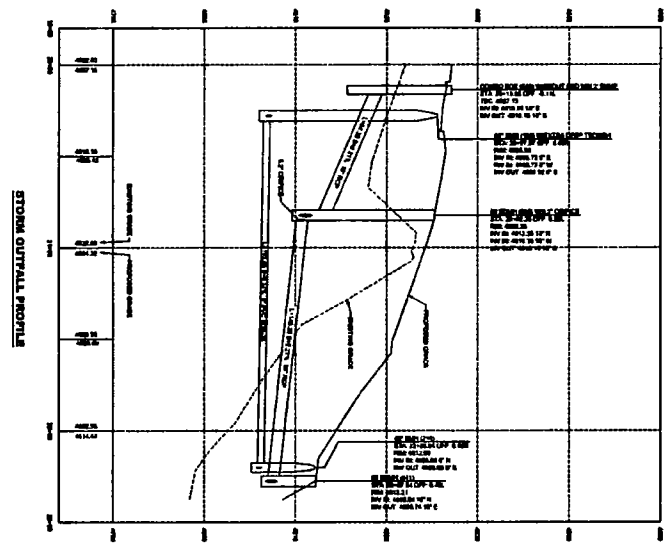


**LPI**  
 A Utah Corporation  
 ENGINEERS  
 SURVEYORS  
 PLANNERS

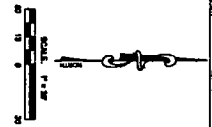
845 E. MAIN STREET  
 SUITE 200  
 SALT LAKE CITY, UTAH 84143  
 TEL: 313-222-8888  
 FAX: 313-222-8889  
 WWW.LPI-UTAH.COM



ENT 73721-2023 PG 19 of 66



NO.	DESCRIPTION	DATE
1	DESIGN	11/15/22
2	REVISION	11/15/22
3	REVISION	11/15/22
4	REVISION	11/15/22
5	REVISION	11/15/22
6	REVISION	11/15/22
7	REVISION	11/15/22
8	REVISION	11/15/22
9	REVISION	11/15/22
10	REVISION	11/15/22
11	REVISION	11/15/22
12	REVISION	11/15/22
13	REVISION	11/15/22
14	REVISION	11/15/22
15	REVISION	11/15/22
16	REVISION	11/15/22
17	REVISION	11/15/22
18	REVISION	11/15/22
19	REVISION	11/15/22
20	REVISION	11/15/22
21	REVISION	11/15/22
22	REVISION	11/15/22
23	REVISION	11/15/22
24	REVISION	11/15/22
25	REVISION	11/15/22
26	REVISION	11/15/22
27	REVISION	11/15/22
28	REVISION	11/15/22
29	REVISION	11/15/22
30	REVISION	11/15/22
31	REVISION	11/15/22
32	REVISION	11/15/22
33	REVISION	11/15/22
34	REVISION	11/15/22
35	REVISION	11/15/22
36	REVISION	11/15/22
37	REVISION	11/15/22
38	REVISION	11/15/22
39	REVISION	11/15/22
40	REVISION	11/15/22
41	REVISION	11/15/22
42	REVISION	11/15/22
43	REVISION	11/15/22
44	REVISION	11/15/22
45	REVISION	11/15/22
46	REVISION	11/15/22
47	REVISION	11/15/22
48	REVISION	11/15/22
49	REVISION	11/15/22
50	REVISION	11/15/22



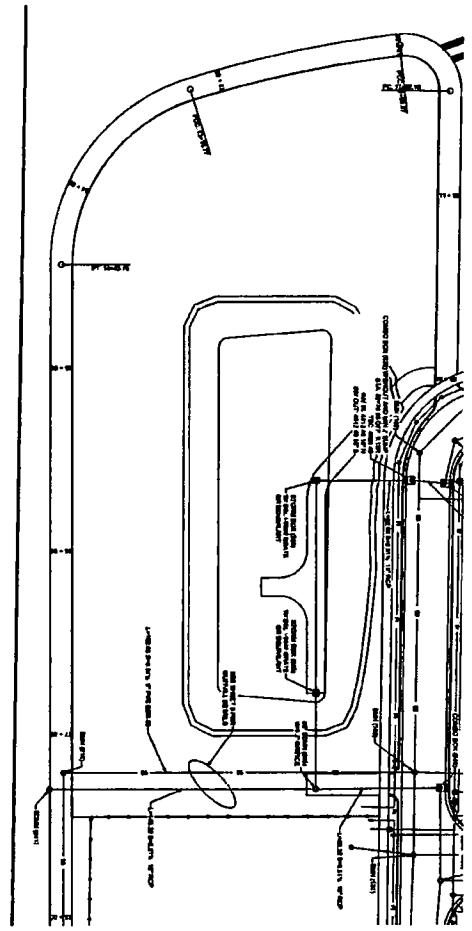
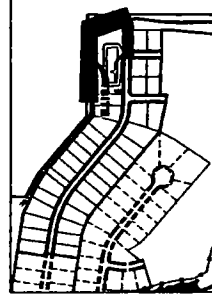
9B

**DESIGNED BY**  
**CHECKED BY**  
**DATE**  
**SCALE**  
**PROJECT NO.**

**QUAILHILL @ Mt. Saratoga**  
 SARATOGA SPRING, UTAH  
**FINAL PLAT B**  
**STORM OUTFALL PLAN & PROFILE**

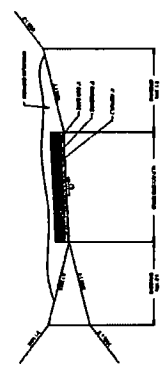


**RTI**  
 REGISTERED PROFESSIONAL ENGINEERS  
 SURVEYORS  
 PLANNERS  
 1000 N. MAIN STREET  
 SUITE 200  
 SALT LAKE CITY, UT 84143  
 (801) 462-1234

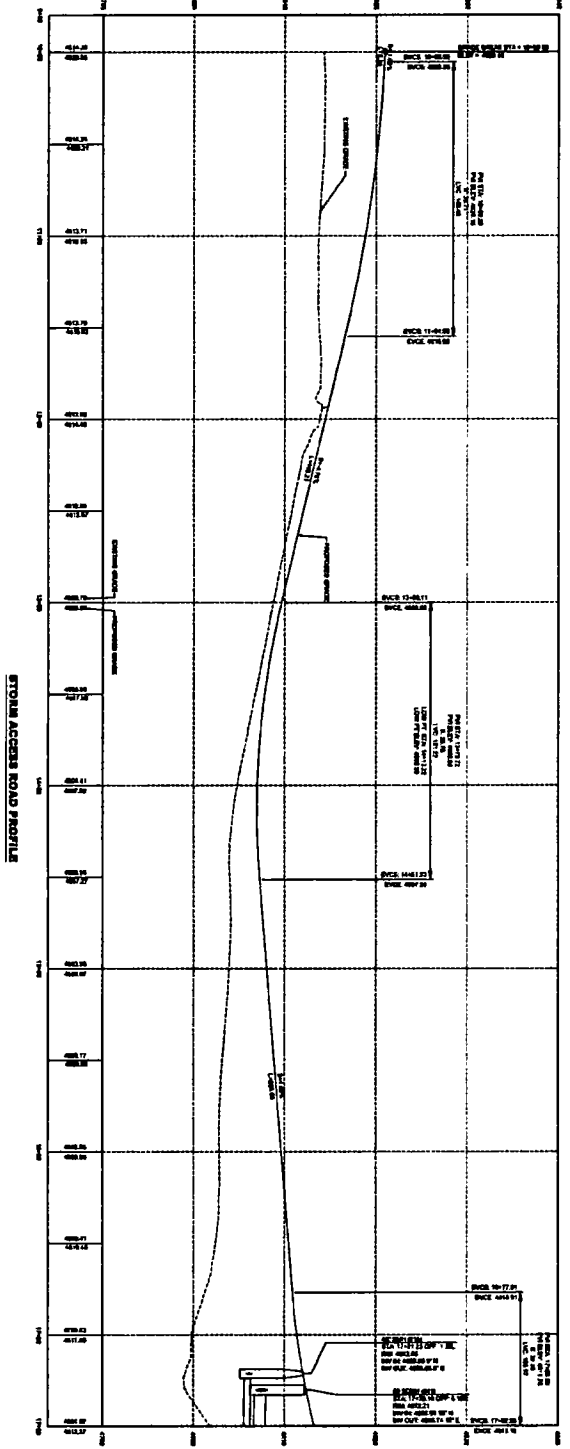


STORM ACCESS ROAD PLAN VIEW

ENT 73721 = 2023 PG 20 of 66



ACCESS ROAD PROFILE



STORM ACCESS ROAD PROFILE



NO.	DESCRIPTION	DATE
1	DESIGN	10/15/23
2	REVISED	10/15/23
3	REVISED	10/15/23
4	REVISED	10/15/23
5	REVISED	10/15/23
6	REVISED	10/15/23
7	REVISED	10/15/23
8	REVISED	10/15/23
9	REVISED	10/15/23
10	REVISED	10/15/23
11	REVISED	10/15/23
12	REVISED	10/15/23
13	REVISED	10/15/23
14	REVISED	10/15/23
15	REVISED	10/15/23
16	REVISED	10/15/23
17	REVISED	10/15/23
18	REVISED	10/15/23
19	REVISED	10/15/23
20	REVISED	10/15/23
21	REVISED	10/15/23
22	REVISED	10/15/23
23	REVISED	10/15/23
24	REVISED	10/15/23
25	REVISED	10/15/23
26	REVISED	10/15/23
27	REVISED	10/15/23
28	REVISED	10/15/23
29	REVISED	10/15/23
30	REVISED	10/15/23
31	REVISED	10/15/23
32	REVISED	10/15/23
33	REVISED	10/15/23
34	REVISED	10/15/23
35	REVISED	10/15/23
36	REVISED	10/15/23
37	REVISED	10/15/23
38	REVISED	10/15/23
39	REVISED	10/15/23
40	REVISED	10/15/23
41	REVISED	10/15/23
42	REVISED	10/15/23
43	REVISED	10/15/23
44	REVISED	10/15/23
45	REVISED	10/15/23
46	REVISED	10/15/23
47	REVISED	10/15/23
48	REVISED	10/15/23
49	REVISED	10/15/23
50	REVISED	10/15/23
51	REVISED	10/15/23
52	REVISED	10/15/23
53	REVISED	10/15/23
54	REVISED	10/15/23
55	REVISED	10/15/23
56	REVISED	10/15/23
57	REVISED	10/15/23
58	REVISED	10/15/23
59	REVISED	10/15/23
60	REVISED	10/15/23
61	REVISED	10/15/23
62	REVISED	10/15/23
63	REVISED	10/15/23
64	REVISED	10/15/23
65	REVISED	10/15/23
66	REVISED	10/15/23
67	REVISED	10/15/23
68	REVISED	10/15/23
69	REVISED	10/15/23
70	REVISED	10/15/23
71	REVISED	10/15/23
72	REVISED	10/15/23
73	REVISED	10/15/23
74	REVISED	10/15/23
75	REVISED	10/15/23
76	REVISED	10/15/23
77	REVISED	10/15/23
78	REVISED	10/15/23
79	REVISED	10/15/23
80	REVISED	10/15/23
81	REVISED	10/15/23
82	REVISED	10/15/23
83	REVISED	10/15/23
84	REVISED	10/15/23
85	REVISED	10/15/23
86	REVISED	10/15/23
87	REVISED	10/15/23
88	REVISED	10/15/23
89	REVISED	10/15/23
90	REVISED	10/15/23
91	REVISED	10/15/23
92	REVISED	10/15/23
93	REVISED	10/15/23
94	REVISED	10/15/23
95	REVISED	10/15/23
96	REVISED	10/15/23
97	REVISED	10/15/23
98	REVISED	10/15/23
99	REVISED	10/15/23
100	REVISED	10/15/23

10

**QUAILHILL @ Mt. Saratoga**  
SARATOGA SPRING, UTAH  
FINAL PLAN 8  
STORM ACCESS ROAD

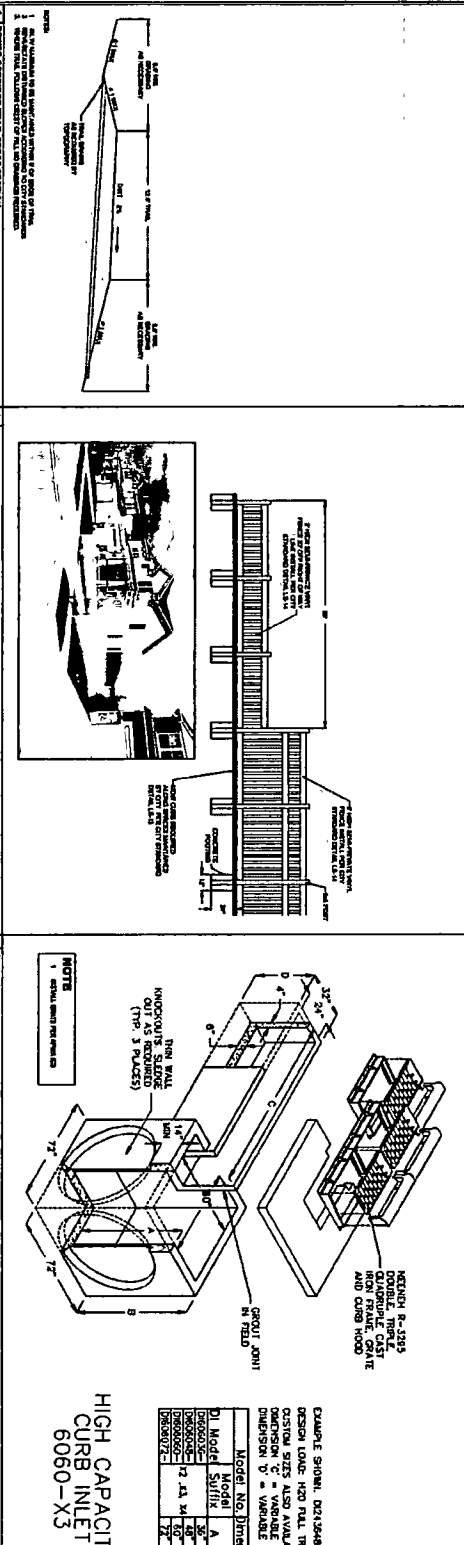
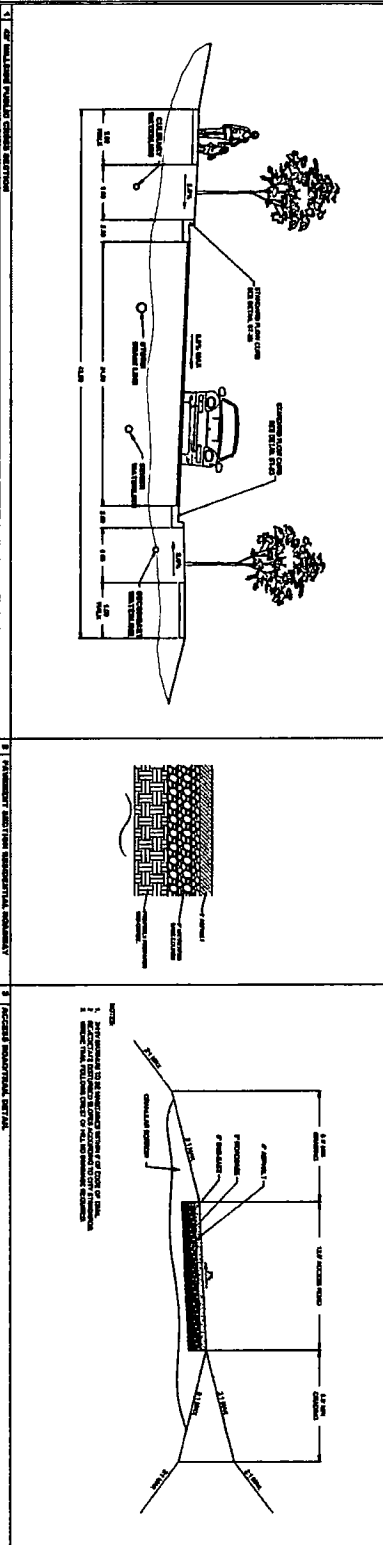
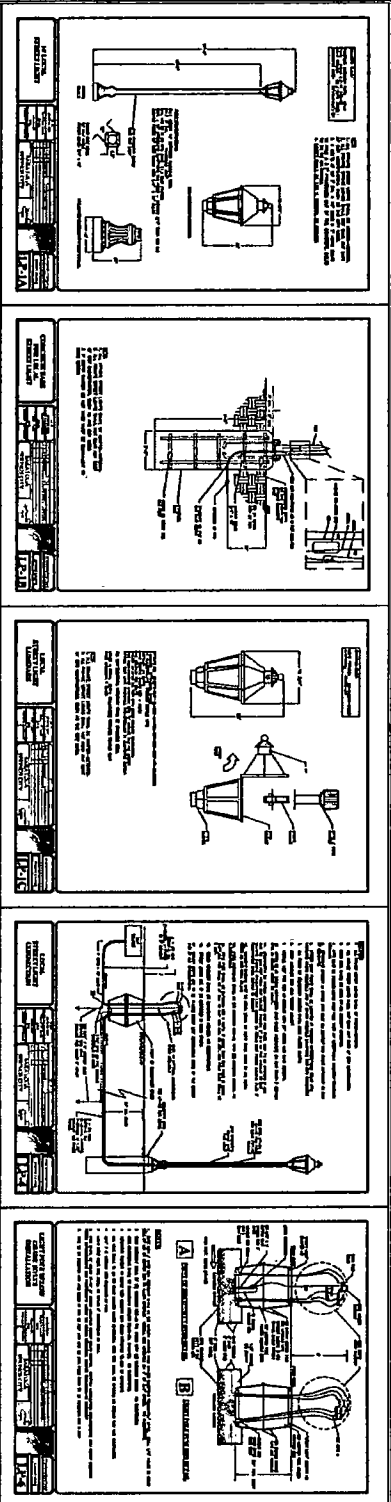


**TEI**  
A Utah Corporation  
**ENGINEERS  
SURVEYORS  
PLANNERS**  
1200 N. MAIN STREET  
SARATOGA SPRING, UTAH 84403  
PHONE: 435.852.1234  
WWW.TEIENGINEERS.COM









EXAMPLE SHOWING: D242548-14  
DESIGN LOAD: HSD FULL THURTE  
CUSTOM SIZES ALSO AVAILABLE  
DIMENSION 'D' = VARIANCE OF 75' TO 100'  
DIMENSION 'S' = VARIANCE OF 75' TO 100'

Model No.	Model	A	B	C	D	S
D242548-14	14	48"	48"	48"	48"	48"
D242548-16	16	48"	48"	48"	48"	48"
D242548-18	18	48"	48"	48"	48"	48"
D242548-20	20	48"	48"	48"	48"	48"
D242548-22	22	48"	48"	48"	48"	48"
D242548-24	24	48"	48"	48"	48"	48"
D242548-26	26	48"	48"	48"	48"	48"
D242548-28	28	48"	48"	48"	48"	48"
D242548-30	30	48"	48"	48"	48"	48"
D242548-32	32	48"	48"	48"	48"	48"
D242548-34	34	48"	48"	48"	48"	48"
D242548-36	36	48"	48"	48"	48"	48"
D242548-38	38	48"	48"	48"	48"	48"
D242548-40	40	48"	48"	48"	48"	48"
D242548-42	42	48"	48"	48"	48"	48"
D242548-44	44	48"	48"	48"	48"	48"
D242548-46	46	48"	48"	48"	48"	48"
D242548-48	48	48"	48"	48"	48"	48"
D242548-50	50	48"	48"	48"	48"	48"
D242548-52	52	48"	48"	48"	48"	48"
D242548-54	54	48"	48"	48"	48"	48"
D242548-56	56	48"	48"	48"	48"	48"
D242548-58	58	48"	48"	48"	48"	48"
D242548-60	60	48"	48"	48"	48"	48"
D242548-62	62	48"	48"	48"	48"	48"
D242548-64	64	48"	48"	48"	48"	48"
D242548-66	66	48"	48"	48"	48"	48"
D242548-68	68	48"	48"	48"	48"	48"
D242548-70	70	48"	48"	48"	48"	48"
D242548-72	72	48"	48"	48"	48"	48"
D242548-74	74	48"	48"	48"	48"	48"
D242548-76	76	48"	48"	48"	48"	48"
D242548-78	78	48"	48"	48"	48"	48"
D242548-80	80	48"	48"	48"	48"	48"
D242548-82	82	48"	48"	48"	48"	48"
D242548-84	84	48"	48"	48"	48"	48"
D242548-86	86	48"	48"	48"	48"	48"
D242548-88	88	48"	48"	48"	48"	48"
D242548-90	90	48"	48"	48"	48"	48"
D242548-92	92	48"	48"	48"	48"	48"
D242548-94	94	48"	48"	48"	48"	48"
D242548-96	96	48"	48"	48"	48"	48"
D242548-98	98	48"	48"	48"	48"	48"
D242548-100	100	48"	48"	48"	48"	48"

FOR CONCRETE DESIGN INFORMATION CONTACT DESIGN PRECAST.

1. SIDE ELEVATION  
2. TOP VIEW  
3. CROSS SECTION

4. SIDE ELEVATION  
5. TOP VIEW  
6. CROSS SECTION

7. SIDE ELEVATION  
8. TOP VIEW  
9. CROSS SECTION

10. SIDE ELEVATION  
11. TOP VIEW  
12. CROSS SECTION

13. SIDE ELEVATION  
14. TOP VIEW  
15. CROSS SECTION

16. SIDE ELEVATION  
17. TOP VIEW  
18. CROSS SECTION

19. SIDE ELEVATION  
20. TOP VIEW  
21. CROSS SECTION

22. SIDE ELEVATION  
23. TOP VIEW  
24. CROSS SECTION

25. SIDE ELEVATION  
26. TOP VIEW  
27. CROSS SECTION

26. ENT 73721 = 2023 PG 24 of 66

ENT 73721 = 2023 PG 24 of 66

1. SIDE ELEVATION  
2. TOP VIEW  
3. CROSS SECTION

4. SIDE ELEVATION  
5. TOP VIEW  
6. CROSS SECTION

7. SIDE ELEVATION  
8. TOP VIEW  
9. CROSS SECTION

10. SIDE ELEVATION  
11. TOP VIEW  
12. CROSS SECTION

13. SIDE ELEVATION  
14. TOP VIEW  
15. CROSS SECTION

16. SIDE ELEVATION  
17. TOP VIEW  
18. CROSS SECTION

19. SIDE ELEVATION  
20. TOP VIEW  
21. CROSS SECTION

22. SIDE ELEVATION  
23. TOP VIEW  
24. CROSS SECTION

25. SIDE ELEVATION  
26. TOP VIEW  
27. CROSS SECTION

26. ENT 73721 = 2023 PG 24 of 66

QUAILHILL @ Mt. Saratoga  
SARATOGA SPRINGS, UT

FINAL PLAT 8  
CITY DETAILS

ENT 73721 = 2023 PG 24 of 66

1. SIDE ELEVATION  
2. TOP VIEW  
3. CROSS SECTION

4. SIDE ELEVATION  
5. TOP VIEW  
6. CROSS SECTION

7. SIDE ELEVATION  
8. TOP VIEW  
9. CROSS SECTION

10. SIDE ELEVATION  
11. TOP VIEW  
12. CROSS SECTION

13. SIDE ELEVATION  
14. TOP VIEW  
15. CROSS SECTION

16. SIDE ELEVATION  
17. TOP VIEW  
18. CROSS SECTION

19. SIDE ELEVATION  
20. TOP VIEW  
21. CROSS SECTION

22. SIDE ELEVATION  
23. TOP VIEW  
24. CROSS SECTION

25. SIDE ELEVATION  
26. TOP VIEW  
27. CROSS SECTION

26. ENT 73721 = 2023 PG 24 of 66

DT-3

1. SIDE ELEVATION  
2. TOP VIEW  
3. CROSS SECTION

4. SIDE ELEVATION  
5. TOP VIEW  
6. CROSS SECTION

7. SIDE ELEVATION  
8. TOP VIEW  
9. CROSS SECTION

10. SIDE ELEVATION  
11. TOP VIEW  
12. CROSS SECTION

13. SIDE ELEVATION  
14. TOP VIEW  
15. CROSS SECTION

16. SIDE ELEVATION  
17. TOP VIEW  
18. CROSS SECTION

19. SIDE ELEVATION  
20. TOP VIEW  
21. CROSS SECTION

22. SIDE ELEVATION  
23. TOP VIEW  
24. CROSS SECTION

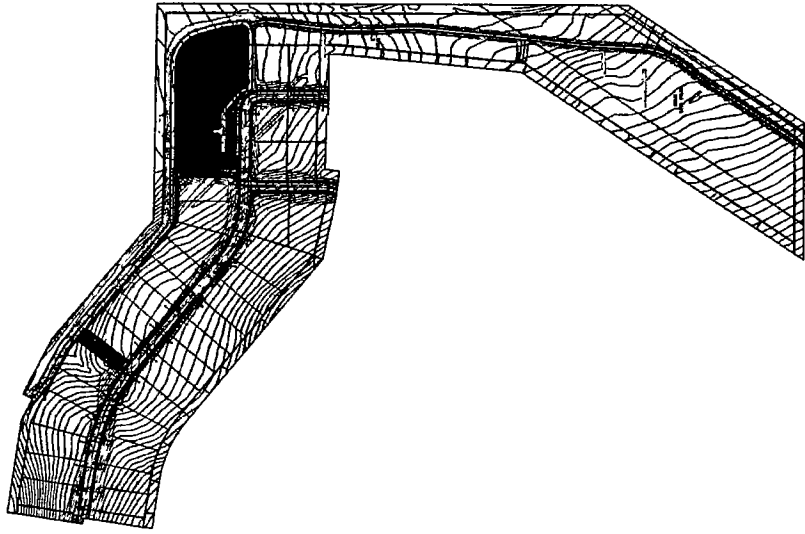
25. SIDE ELEVATION  
26. TOP VIEW  
27. CROSS SECTION

26. ENT 73721 = 2023 PG 24 of 66



# PLAT S

Saratoga Springs, Utah



## SITE REQUIREMENT CALCULATIONS

ITEM	REQUIREMENT	PROVIDED	DEFICIENCY
1	MINIMUM LOT AREA (1.75 ACRES)	1.75	
2	MINIMUM LOT WIDTH (100 FT)	100	
3	MINIMUM LOT DEPTH (100 FT)	100	
4	MINIMUM LOT AREA (1.75 ACRES)	1.75	
5	MINIMUM LOT WIDTH (100 FT)	100	
6	MINIMUM LOT DEPTH (100 FT)	100	
7	MINIMUM LOT AREA (1.75 ACRES)	1.75	
8	MINIMUM LOT WIDTH (100 FT)	100	
9	MINIMUM LOT DEPTH (100 FT)	100	

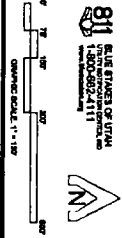
FOR LACK OF REDUNDANCY REFER TO CIVIL PLANS AND APPROVED COMMUNITY PLANS FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

## Acceptance of Plans

The City of Saratoga Springs hereby accepts the plans for the proposed subdivision shown on these plans. The City's acceptance is based on the information provided on these plans and the City's review of the plans. The City's acceptance does not constitute a warranty of any kind, and the City is not responsible for any errors or omissions on these plans. The City's acceptance is subject to the terms and conditions of the City's Ordinance 12-02-001, which governs the City's acceptance of subdivision plans.

By: *[Signature]* — City Clerk

THE RIDGE AT MT. SARATOGA  
VILLAGE TWO - PLAT S  
SARATOGA SPRINGS, UTAH



NO.	REVISION	DATE
1	AS SHOWN	08-03-2022
2		
3		
4		
5		
6		
7		
8		
9		

## PLANT SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT
1	Plant Schedule	1.11	PLANT
2	Plant Schedule	1.12	PLANT
3	Plant Schedule	1.13	PLANT
4	Plant Schedule	1.14	PLANT
5	Plant Schedule	1.15	PLANT
6	Plant Schedule	1.16	PLANT
7	Plant Schedule	1.17	PLANT
8	Plant Schedule	1.18	PLANT
9	Plant Schedule	1.19	PLANT
10	Plant Schedule	1.20	PLANT

## REFERENCE NOTES SCHEDULE

NO.	DESCRIPTION
1	Reference Note 1
2	Reference Note 2
3	Reference Note 3
4	Reference Note 4
5	Reference Note 5
6	Reference Note 6
7	Reference Note 7
8	Reference Note 8
9	Reference Note 9
10	Reference Note 10
11	Reference Note 11
12	Reference Note 12
13	Reference Note 13
14	Reference Note 14
15	Reference Note 15
16	Reference Note 16
17	Reference Note 17
18	Reference Note 18
19	Reference Note 19
20	Reference Note 20

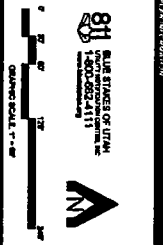


NO.	REVISION	DATE
1	AS SHOWN	08-03-2022
2		
3		
4		
5		
6		
7		
8		
9		

LP-100



NO.	DATE	DESCRIPTION
1	06-03-2022	UT19046
2		
3		
4		
5		
6		
7		



**THE RIDGE AT MT. SARATOGA**  
**VILLAGE TWO - PLAT S**  
**SARATOGA SPRINGS, UTAH**

**JOB PURCH.**  
 DPT SARATOGA, LLC  
 2755 E BROADWAY RD STE 101  
 MESA, AZ 85213

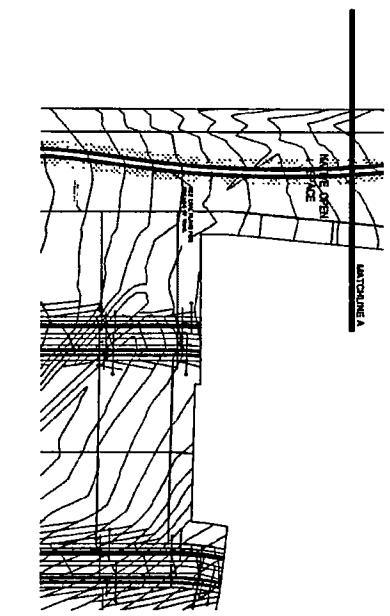
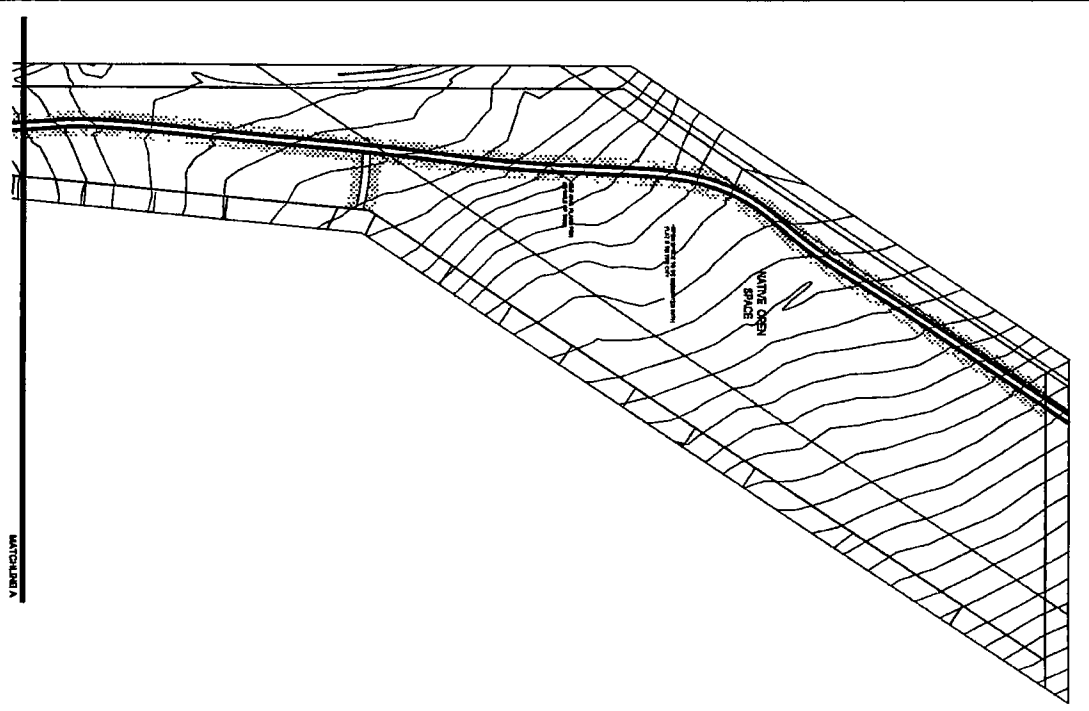
**LEI-ENGINEERING**  
 3302 N. Main Street  
 Spanish Fork, UT 84606  
 801 225-1111  
 www.lei-engineer.com



**LANDSCAPE PLAN**

JTA  
 NDA  
 TMA  
 02/2022

**LP-101**



ENT 73721 = 2023 PG 27 of 66

**RESTORATIVE NATIVE AREA**

USE CITY STANDARD TIM REPAIRING NATIVE (M.A.) AND NATIVE AND PLANT SPECIES AND MAINTAIN WITH BIODIVERSITY FOR THE RESTORATIVE NATIVE AREA. REMOVE ALL EXISTING AND RESTORATIVE NATIVE PLANT SPECIES AND MAINTAIN WITH BIODIVERSITY FOR THE RESTORATIVE NATIVE AREA. REMOVE ALL EXISTING AND RESTORATIVE NATIVE PLANT SPECIES AND MAINTAIN WITH BIODIVERSITY FOR THE RESTORATIVE NATIVE AREA. REMOVE ALL EXISTING AND RESTORATIVE NATIVE PLANT SPECIES AND MAINTAIN WITH BIODIVERSITY FOR THE RESTORATIVE NATIVE AREA.

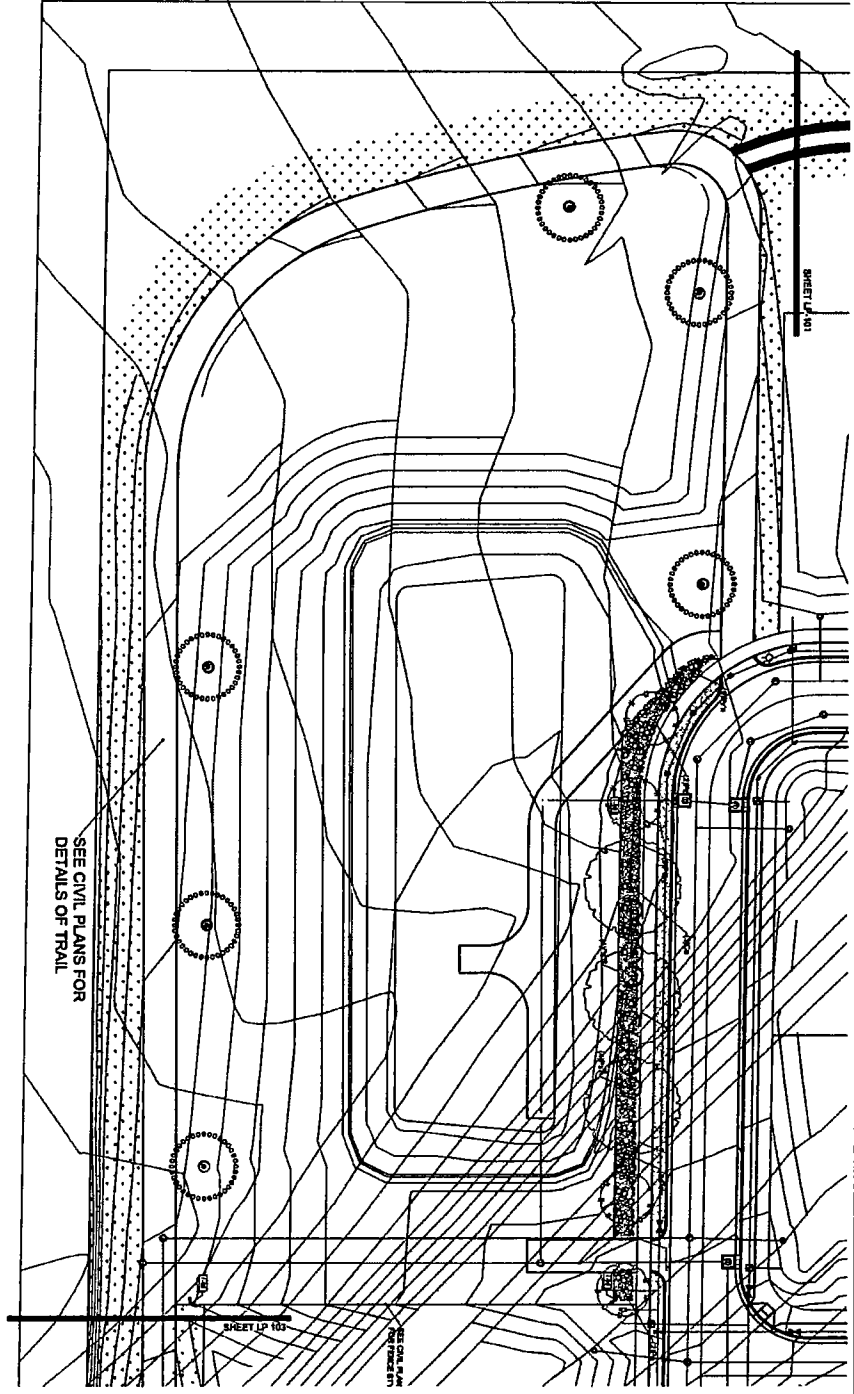
**Removal of Invasive species, restorative native area, and temporary irrigation until the native area is established prior to acceptance by City**

**Acceptance of Plans**

The City of Saratoga Springs hereby accepts these plans for construction as being in compliance with the City of Saratoga Springs Ordinance 10-10-2019, and the City of Saratoga Springs Department of Public Works and Engineering, Inc. is authorized to accept these plans on behalf of the City of Saratoga Springs. The City of Saratoga Springs is not responsible for the accuracy of the information provided on these plans. The City of Saratoga Springs is not responsible for the accuracy of the information provided on these plans. The City of Saratoga Springs is not responsible for the accuracy of the information provided on these plans.

By: *[Signature]* Date: 06/03/2022

Acceptance requires to complete after 30 days of construction has been begun.



NO.	REVISION	DATE
1	ISSUE	06-03-2022
2		
3		
4		
5		
6		
7		

06-03-2022 0 UT18045

**811**  
BLUE STAIN OF UTAH  
1-800-485-2111  
www.811utah.com

# THE RIDGE AT MT. SARATOGA

## VILLAGE TWO - PLATS

### SARATOGA SPRINGS, UTAH

**FOR PIERCE**  
DOT SARATOGA, LLC  
2753 BERKOWAY RD STE 101  
MESA, AZ 85213

**TEL-ENGINEERING**  
3302 N. Ashby Street  
Spokane Falls, WA 99086  
509-753-1111  
www.tel-engineering.com

**PPK DESIGN GROUP**  
1601 UTAH AVENUE, SUITE 200  
SARATOGA SPRINGS, UTAH 84583  
www.ppkdesign.com

**Acceptance of Plans**

The City of Saratoga Springs hereby accepts these plans for construction and hereby certifies that the same conform to the requirements of the City of Saratoga Springs and the State of Utah. The City Engineer and Engineering Firm of Saratoga Springs, Utah, are hereby authorized to accept these plans for construction and hereby certifies that the same conform to the requirements of the City of Saratoga Springs and the State of Utah.

By: *[Signature]* Date: 06/03/2022

Acceptance expires 12 months after the date of construction. Void and Inapplicable.

**LP-102**

### PLANT SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...
11	...	...	...
12	...	...	...
13	...	...	...
14	...	...	...
15	...	...	...
16	...	...	...
17	...	...	...
18	...	...	...
19	...	...	...
20	...	...	...
21	...	...	...
22	...	...	...
23	...	...	...
24	...	...	...
25	...	...	...
26	...	...	...
27	...	...	...
28	...	...	...
29	...	...	...
30	...	...	...
31	...	...	...
32	...	...	...
33	...	...	...
34	...	...	...
35	...	...	...
36	...	...	...
37	...	...	...
38	...	...	...
39	...	...	...
40	...	...	...
41	...	...	...
42	...	...	...
43	...	...	...
44	...	...	...
45	...	...	...
46	...	...	...
47	...	...	...
48	...	...	...
49	...	...	...
50	...	...	...
51	...	...	...
52	...	...	...
53	...	...	...
54	...	...	...
55	...	...	...
56	...	...	...
57	...	...	...
58	...	...	...
59	...	...	...
60	...	...	...
61	...	...	...
62	...	...	...
63	...	...	...
64	...	...	...
65	...	...	...
66	...	...	...
67	...	...	...
68	...	...	...
69	...	...	...
70	...	...	...
71	...	...	...
72	...	...	...
73	...	...	...
74	...	...	...
75	...	...	...
76	...	...	...
77	...	...	...
78	...	...	...
79	...	...	...
80	...	...	...
81	...	...	...
82	...	...	...
83	...	...	...
84	...	...	...
85	...	...	...
86	...	...	...
87	...	...	...
88	...	...	...
89	...	...	...
90	...	...	...
91	...	...	...
92	...	...	...
93	...	...	...
94	...	...	...
95	...	...	...
96	...	...	...
97	...	...	...
98	...	...	...
99	...	...	...
100	...	...	...

### REFERENCE NOTES SCHEDULE

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES. FRACTIONS SHALL BE SHOWN AS  $\frac{X}{Y}$ . DECIMALS SHALL BE SHOWN TO TWO DECIMAL PLACES. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

11. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

12. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

13. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

14. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

15. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

16. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

17. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

18. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

19. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

20. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

21. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

22. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

23. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

24. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

25. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

26. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

27. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

28. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

29. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

30. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

31. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

32. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

33. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

34. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

35. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

36. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

37. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

38. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

39. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

40. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

41. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

42. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

43. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

44. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

45. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

46. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

47. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

48. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

49. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

50. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

51. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

52. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

53. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

54. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

55. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

56. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

57. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

58. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

59. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

60. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

61. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

62. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

63. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

64. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

65. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

66. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

67. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

68. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

69. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

70. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

71. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

72. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

73. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

74. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

75. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

76. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

77. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

78. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

79. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

80. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

81. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

82. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

83. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

84. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

85. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

86. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

87. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

88. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

89. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

90. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

91. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

92. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

93. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

94. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

95. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

96. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

97. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

98. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

99. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

100. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.





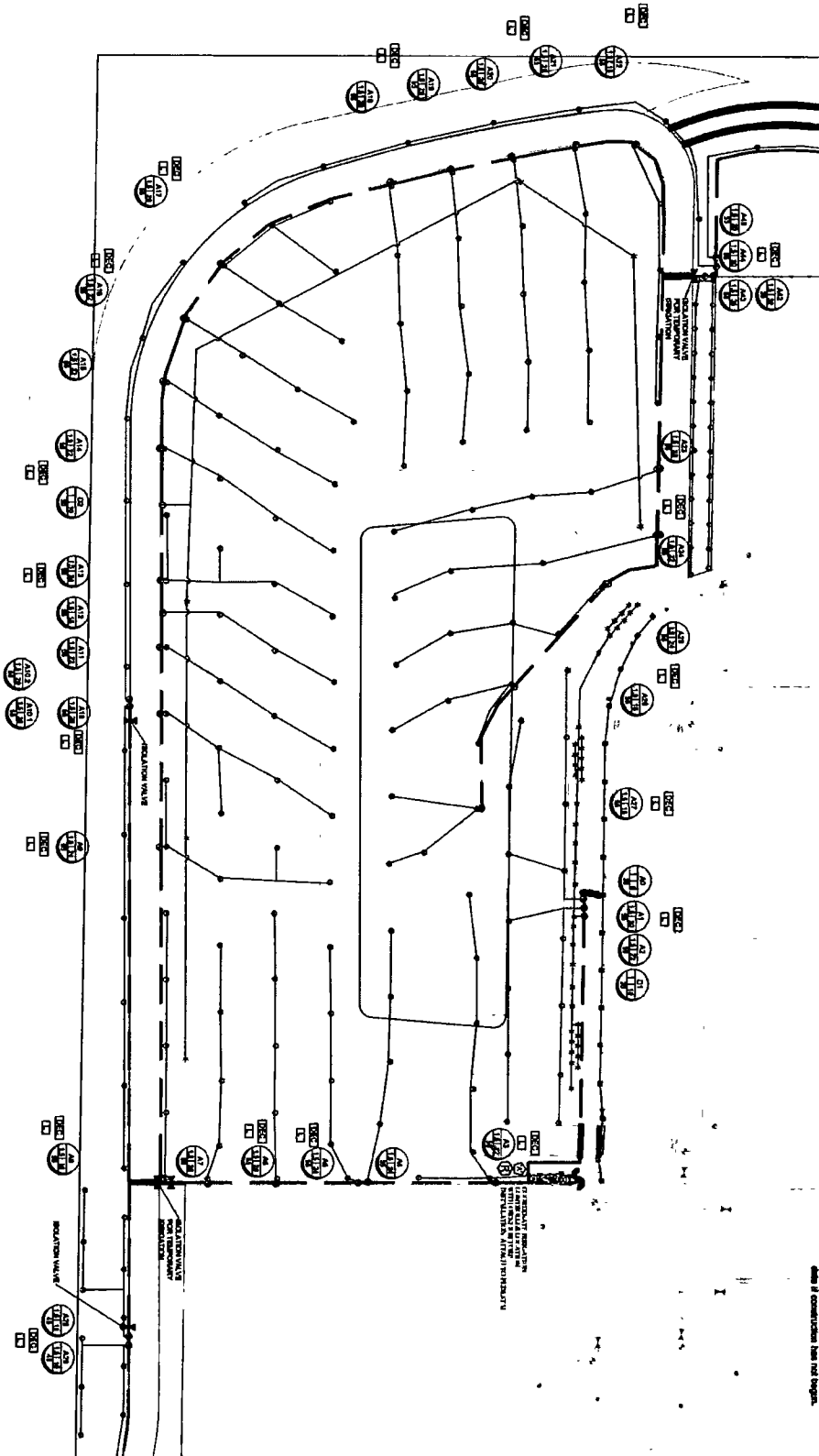






CASING PLAN

- 4" DIAMETER CLASS 200 SLEEVE PIPE
- \*\*ALL CASING THAT IS UNDER FRONT CONCRETE DRIVEWAYS TO BE 4" IN SIZE OR SIZED APPROPRIATE FOR LINE GOING INTO THE SLEEVE.
- 6" DIAMETER CLASS 200 SLEEVE PIPE



**Assurance of Plans**

The City of Saratoga Springs hereby assures compliance with the plan, including requirements of the City, Municipality, or other design agency with the intent of the Engineer and Engineering Firm of Record, and that the design and construction of the project shall be in accordance with the City of Saratoga Springs and the State of Utah.

By: *[Signature]* Date: 09/23/2023

Assurance is given to certify that the design of construction has not changed.

NO.	REVISION	DATE
1	ISSUE	08/10/2022
2		
3		
4		
5		
6		
7		

08/10/2022 UT19045

811 BLUE STAVES OF UTAH  
1500-1505-2111  
www.811utah.com

**THE RIDGE AT MT. SARATOGA**  
VILLAGE TWO - PLAT S  
SARATOGA SPRINGS, UTAH

JOB PROJECT  
DOT SUBDIVISION, LLC  
2713 E BROADWAY RD, STE 101  
MESA, AZ 85213

LEI-ENGINEERING  
3302 N. Main Street  
Saratoga Park, UT 84660  
801-798-0355 ext. 228  
www.lei-engineering.com

PPKJ DESIGN GROUP  
1501 WEST MAIN STREET, SUITE 102  
LEHI, UTAH 84043 (801) 963-2988  
www.ppkjdesigngroup.com

LANDSCAPE PLAN

JTA  
NSA  
TJA

IRC

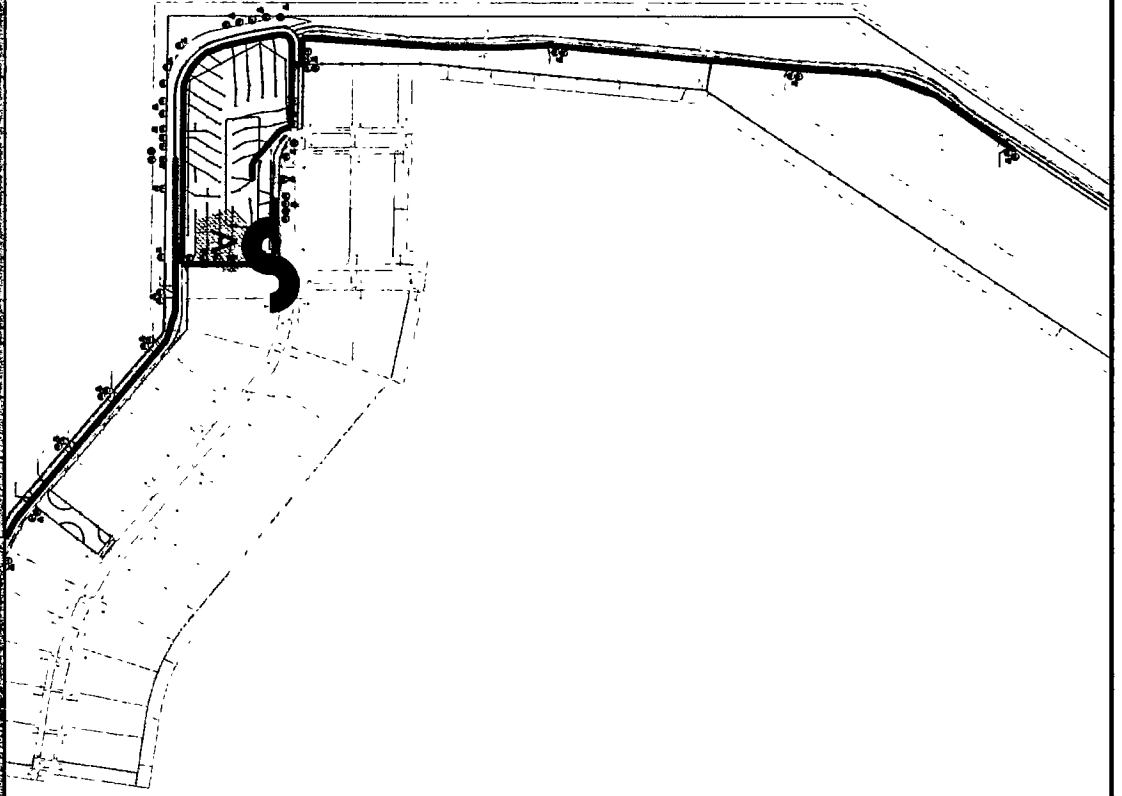
**S**  
1. PROPOSED 2" IRRIGATION PIPING CONNECTIONS LOCATIONS

**A**  
1. PROPOSED IRRIGATION CONTROLLER LOCATIONS PROTECTED 45 STATIONS

— 2" MAIN SUPPLY

ENT 73721 - 2023 PG 34 of 66

"THIS IS SPECIFICALLY AN IRRIGATION MAP CREATED TO HELP UNDERSTAND THE LOCATION OF MAIN COMPONENTS AND IS NOT TO BE USED FOR SPECIFICATIONS OR DETAILS. SEE INFORMATION PLANS FOR ALL INFORMATION."



NO.	REVISION	DATE
1	ISSUE	08/10/2022
2		
3		
4		
5		
6		
7		

**THE RIDGE AT MT. SARATOGA**  
VILLAGE TWO - PLATS S  
SARATOGA SPRINGS, UTAH

**JOB FINDER**  
DPT SARATOGA, LLC  
2751 E BROADWAY RD STE 101  
MESA, AZ 85213

**LEI ENGINEERING**  
2302 N. Main Street  
SALT LAKE CITY, UT 84143  
(801) 296-0018 ext. 324  
www.lei-csl.com

**PKJ DESIGN GROUP**  
3450 N. TRULIPER BLVD SUITE 102  
LEHI, UTAH 84043 (801) 866-5888  
www.pkjdesigngroup.com

**LANDSCAPE ARCHITECT**

NAME	IR-M
NO.	714
ISSUE	N/A
DATE	08/10/2022

**Acceptance of Plans**  
The City of Saratoga Springs hereby accepts these plans for construction as being in general compliance with the City's jurisdiction and the comprehensive and accuracy of these plans and intended for use in connection with the project. The City assumes no responsibility of liability whatsoever for the plans or design professional.  
By: *[Signature]* Date: 08/10/2022  
Acceptance expires 12 months after the date of construction, per the City's rules.

# CITY/ OPEN SPACE IRRIGATION SPECIFICATIONS

\*\*\*\*STANDARD TECHNICAL SPECIFICATIONS AND DRAWINGS FOR CITY OF SARATOGA SPRINGS, UTAH  
 USE CITY STANDARD LANDSCAPING DETAILS: LS 1 - LS 15, AND POC DETAIL P1-4  
 DRIP SYSTEM: 0224-7.

WEATHERTRAK ET PRO3 - C-2W TWO-WIRE CONTROLLER AND CWM ENCLOSURE, WITH WEATHERTRAK  
 XTDMAR-5 FIVE YEAR EXTENDED WARRANTY  
 OPTI FLOW SENSOR W/ PRO 3 - CWF KEY

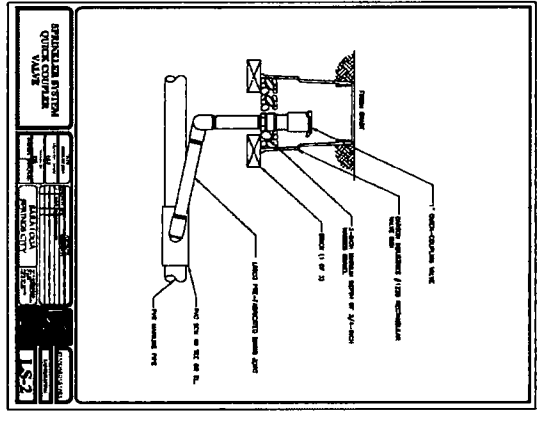
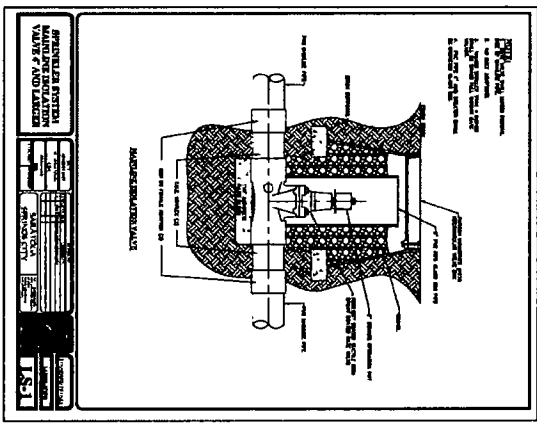
DECODERS, WEATHERTRAK WIZM - SVD-11 SINGLE VALVE DECODER PER VALVE  
 WEATHERTRAK WIZM-LSL, LINE SURGE PROTECTOR EVERY FIVE VALVES OR 500 FEET ALONG THE  
 TWO WIRE PATH. USE MAX-CABLE 14-2 (PAIRED 14 GAUGE) DOUBLE JACKETED WIRE.  
 ALL TWO WIRE TO BE PLACED INTO POOL PIPES A CONDUIT FROM THE CONTROLLER TO EACH VALVE  
 BOX, SWEEP INTO EACH BOX, AND JUNCTION BOX  
 FLOW SENSOR AND MASTER VALVE, NETAFIM HYDROMETER REED SWITCH MODEL PE-89 COMMUNICATION  
 CABLE BETWEEN FLOW SENSOR AND CONTROLLER.

DRIP SYSTEMS, HUNTER PGN NOZZLES, SERIES BUBBLER NOZZLES.  
 a. HUNTER PGN NOZZLES, SERIES BUBBLER NOZZLES.  
 b. NO FIXED RISERS FOR BUBBLERS.  
 c. POP-UPS WITH SPRAY HEADS

MEDIUM AREA ROTORS, HUNTER I-20 AT 35 FOOT MAXIMUM SPACING.  
 3 SPRAY HEADS RAINBIRD # 1805 FOR TURF AREAS, # 1812 FOR SHRUB BEDS.

ENT 73721 : 2023 PG 35 of 66

**Acceptance of Plans**  
 The City of Saratoga Springs hereby accepts these plans for construction as being in general conformity with the City of Saratoga Springs Ordinance No. 10, and the City Engineer's approval and acceptance of these plans and specifications and the City Engineer's approval and acceptance of these plans and specifications. The City assumes no responsibility for any errors or omissions in these plans and specifications.  
 By: *[Signature]* — Date: 06/02/23  
 American Institute of Professional Surveyors  
 Note: If construction does not change.



NO.	DESCRIPTION	DATE
1	ISSUE	06/10/2022
2		
3		
4		
5		
6		
7		

811 BLUE RIDGE OF UTAH  
 1-800-962-2111  
 AN

**THE RIDGE AT MT. SARATOGA**  
 VILLAGE TWO - PLAT P  
 SARATOGA SPRINGS, UTAH

JOB OFFICE  
 DPT SARATOGA, LLC  
 2701 E BROADWAY RD STE 101  
 MESA, AZ 85213

LEI-ENGINEERING  
 1001 N Main Street  
 Springdale, UT 84660  
 801-734-1111  
 www.lei-engineering.com

**PKJ DESIGN GROUP**  
 1450 N. TRAILHEAD DR. SUITE 102  
 LEHI, UTAH 84043 (801) 966-2965  
 www.pkjdesigngroup.com

LANDSCAPE PLAN  
 JTA  
 NMA  
 TML  
 IR-501

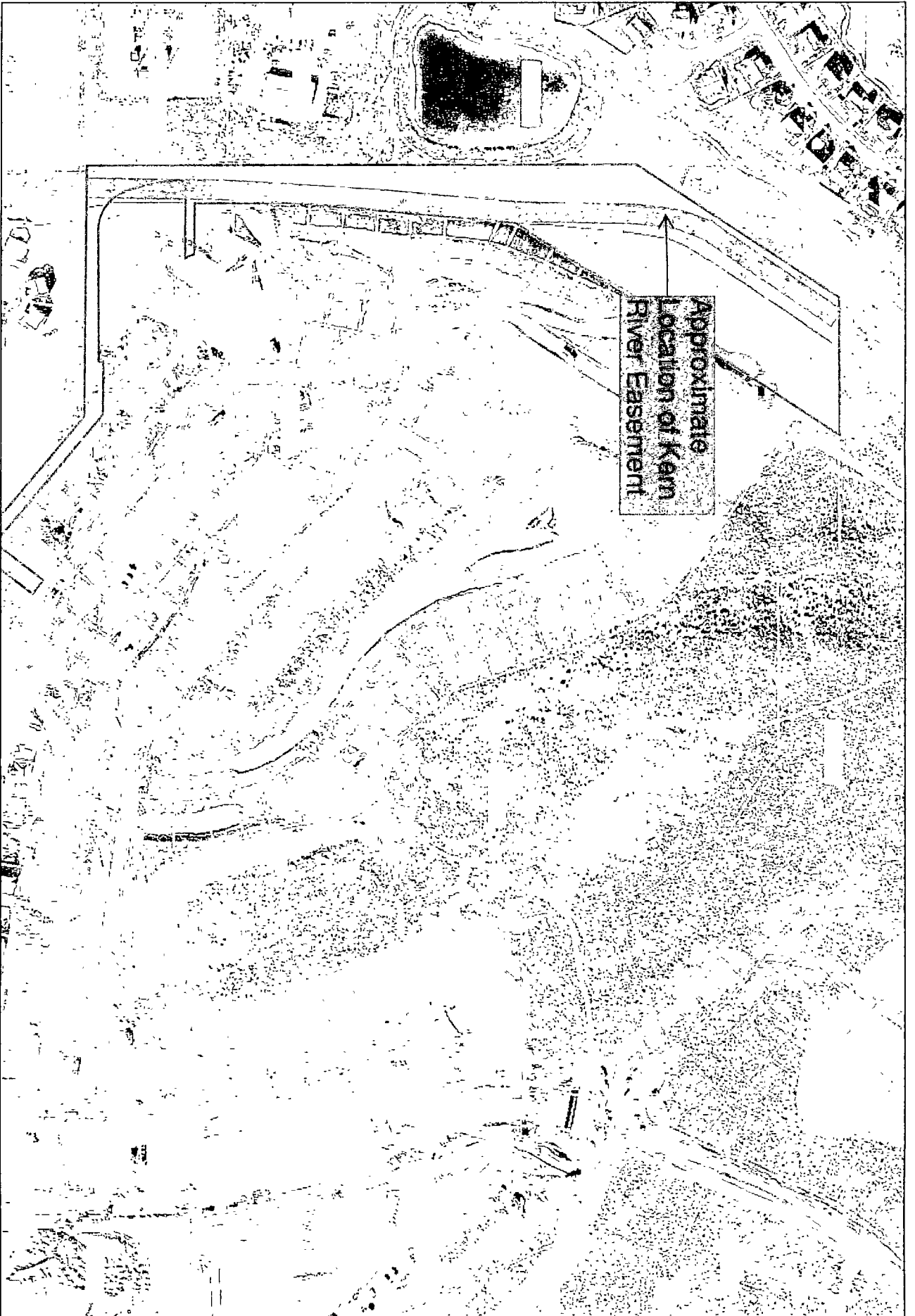






**EXHIBIT A-2 – Vicinity Map**

ENT 73721 = 2023 PG 39 of 66



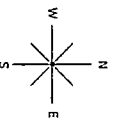
# Utah County Parcel Map

Vicinity Map

1 inch equals 376.2 feet

Date: 7/12/2023

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.





### **EXHIBIT A-3 – Scope of Work**

The scope of work for this project includes the construction of a dirt trail and a temporary irrigation system.



The equipment described herein is authorized to cross the Kern River lines assuming the following conditions are met:

- Line crossings will be kept to a minimum
- Equipment will cross as near to perpendicular as practicable
- Equipment will not be parked over the pipe lines
- The required Depth of Cover will be maintained to at least 4'
- Construction type vehicles or heavy equipment other than the vehicles approved in this Exhibit A4 (or substantially similar thereto) shall not utilize the crossing locations approved in this Agreement unless such use is approved by Kern River
- The limits of the crossing locations will be clearly marked across the Right of Way

Equipment List Provided by Contractor:

- 333G - Skid Steer - John Deere
- PC270 - Loader – Komatsu
- PC55 - Mini Ex – Komatsu
- BW124D - Roller – Bomag
- Single End Dump Truck
- 1055F - Paver – CAT
- CB15 - Roller – CAT
- 415 - Backhoe - CAT

## EXHIBIT B – Encroachment Specifications

KERN RIVER GAS TRANSMISSION COMPANY, hereinafter called 'KERN RIVER' is an interstate transporter of natural gas which is regulated by the 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. Encroachments will be at PERMITTEE'S cost. Please contact the nearest KERN RIVER office to review your individual situation. Because easements run with the land and are subject to KERN RIVER'S rights, encroaching parties will need to pass along to subsequent landowners the restrictions contained herein which shall be covenants running with the land and be binding upon PERMITTEE, its heirs, legal representatives and successors in title.

### GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Most states laws require 48 hours' notice be given to utility companies prior to beginning excavation. This may be accomplished by contacting a 'One Call' or 'Dig Alert' system.
  - 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. 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 installed parallel to the pipeline shall not be installed within the KERN RIVER easement. For fences installed across the Right of Way, the first post either side of the pipe shall be set at least 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.
    - D) Walls will be evaluated on a case by case basis and may require additional approval or provisions to protect the facilities.
  - 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, PAVED PARKING LOTS AND DRIVEWAYS
    - A) Residential driveways intended for light vehicle access to a single family dwelling must have a minimum of 5.5 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.
    - F) KERN RIVER may require leak detection access points through concrete or asphalt surfaces.
  - 4) TEMPORARY EQUIPMENT CROSSINGS
    - A) To protect KERN RIVER'S pipeline from external loading, KERN RIVER must perform an engineering 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. Make/model of equipment, maximum axle weight as applicable, and crossing location will need to be provided. 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. Vibratory equipment is not permitted on the right-of-way.
  - 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, regarding 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.
    - C) In certain circumstances, KERN RIVER representative may require bucket teeth to be bared and side cutters to be removed.
- ### 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 herein.
  - 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, backfill 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 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 encroaching party 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. These signs are to be furnished by the power company or the encroaching party.
  - 8) POWER LINES
    - A) Power lines shall meet all of the above GENERAL REQUIREMENTS FOR 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 encroaching party 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. These signs are to be furnished by the power company or the encroaching party.
    - E) In the event a power line crosses over the pipeline, it will be necessary to cover the crossing in red dye concrete (8 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 FOR BURIED LINE CROSSINGS. Nonmetallic water lines are required.
    - B) Sewer line crossings are limited to tight lines only. Septic tanks and leach areas are not permitted in the right-of-way.
    - 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 -- FOR 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. The test leads shall be terminated in an above-ground test post.
    - B) KERN RIVER personnel must install the leads on KERN RIVER'S pipeline(s).
    - C) Metallic pipe crossings shall have a permanent protective coating for the full width of the right of way.
    - D) Additional interference mitigation may be required, and shall be installed at PERMITTEE'S expense.
  - 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.).
    - D) High voltage AC, DC or DC traction systems may require additional studies and mitigation as detailed.
  - 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 4 days prior to the anticipated start of any blasting activities.
    - C) All blasting shall be done with the KERN RIVER authorized representative present.

### **EXHIBIT C – Insurance Requirements**

**A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state and/or Federal Regulations (FELA, 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 work places 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.**

Encroaching Party 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 Encroaching Party' 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 Encroaching Party' 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 Encroaching Party.**

**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. Encroaching Party 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, Encroaching Party 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 Encroaching Party, and/or Kern River as additional insured, Encroaching Party 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 Encroaching Party, and Encroaching Party shall be solely responsible for any deficiencies thereof. Nothing in this Agreement shall be deemed to limit Encroaching Party' liability under this Agreement**

#### **SUBCONTRACTOR'S INSURANCE**

**Should Kern River permit Encroaching Party to further sublet or subcontract any portion of the work, Encroaching Party 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 Encroaching Party' insurance coverages as required above. Prior to the commencement of work by any Subcontractor, Encroaching Party 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 Encroaching Party' insurance coverages. As with Encroaching Party' 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.**

**EXHIBIT C-2 – Certificate of Liability Insurance**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

**C. This endorsement will apply only if the "accident" occurs:**

- 1. During the policy period;
- 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
- 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

**D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE  
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. CANCELLATION EXTENSION**

Paragraph A. **CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

**SECTION I - COVERED AUTOS**

**2. EMPLOYEE HIRED "AUTOS"**

**Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

**SECTION II - LIABILITY COVERAGE**

**3. BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

**4. EMPLOYEES AS INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

**5. SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**6. AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

**SECTION III - PHYSICAL DAMAGE COVERAGE.**

**7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:**

**d. Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

**e. Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the property as of the time of the "loss"; or
- 2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- 3. \$2,000.

**8. GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

**9. TRANSPORTATION EXPENSE**

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

**4. Coverage Extension**

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**10. HIRED AUTO PHYSICAL DAMAGE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

**5. Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

**11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

**6. Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

**12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

2. 60 days.

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

Our payment is limited to the lesser of the following amounts:

**7. Rental Reimbursement and Material Transfer Expense**

1. Necessary and actual expenses incurred, including loss of use.

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**13. AIRBAG COVERAGE**

- 1. The number of days reasonably required to repair or replace the

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

**14. AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

**15. AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. **LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

**SECTION IV - CONDITIONS**

**16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

**17. BLANKET WAIVER OF SUBROGATION**

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. "**Bodily Injury**", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "**Bodily injury**" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

POLICY NUMBER: ZZ4 H978469 00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART      ENT 73721 = 2023 PG 56 of 66  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<b>Any person or organization with whom you agreed in a written contract or written agreement with</b>	<b>Blanket where agreed to by written contract.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

**b. The insurance afforded to such additional insured described above:**

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

- advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**2. Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**:

**Additional Insured – Primary and Non-Contributory**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, Definition 3.** "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

**1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ENT 73721 = 2023 PG 61 of 66

**THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE POLICYHOLDERS EMPLOYEES.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: Policy No. WM4 H978798 Endorsement No.

Insured: Premium \$

Insurance Company:

Countersigned by

**WC 43 03 05**  
(Ed. 7-00)

**EXHIBIT D – Recorded Easements/Grants**

18  
4

Recorded at the request of  
Kern River Gas Transmission Company

When Recorded Mail to:  
Kern River Gas Transmission Company  
1615 West 2200 South, Suite C  
Salt Lake City, UT 84119  
Attn: Cynthia Lowrey



~~ENT 1759:2002 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Jan 07 12:54 PM FEE 18.00 BY JRD  
RECORDED FOR KERN RIVER GAS TRANSMISSION~~

ENT 73721:2023 PG 63 of 66

Assessor Parcel No. 58-034-0016

**KERN RIVER GAS TRANSMISSION COMPANY  
RIGHT-OF-WAY AND EASEMENT**

On this, the 2nd day of January, 2002 for Ten Dollars (\$10.00) and other valuable consideration, Arlo F. Johnson and Huitau Alfred Johnson as Trustees, or the successor trustees, of the Johnson Family Trust, dated June 19, 2000 ("Grantor"), whose address is 2070 E 3620 South, Salt Lake City, UT 84109, do(es) hereby grant, sell and convey to KERN RIVER GAS TRANSMISSION COMPANY, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed above or below ground including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Utah, State of Utah, to wit:

**TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN**

Section 21: Commencing at the Northwest corner of the Southwest quarter; thence East 4813.86 feet; thence South 4°48' West 1818.7 feet; thence Northeasterly along curve 169 feet; thence North 4°48' East 1722 feet; thence East 335.68 feet; thence South 20 chains West along North side of Union Pacific Railroad right of way 24.35 chains to point 11.75 chains more or less South of center of Southeast quarter of said Section 21; thence West along North side of Union Pacific Railroad right of way 22.4 chains, more or less, to point 18.55 chains West of center of Southeast quarter of said Section 21; thence West 22.15 chains along North side of Union Pacific Railroad right of way to point 5 chains South of the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 21; thence West 20.6 chains, more or less, along North side of Union Pacific Railroad right of way to beginning. Being all that part of ground lying North of Union Pacific Railroad right of way in South half of Section 21, Township 5 South, Range 1 West, Salt Lake Meridian.

Commencing at the Northeast corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 40 chains; thence West 80 chains; thence North 10 chains; thence East 6.50 chains; thence North 10 chains; thence East 5 chains; thence North 20 chains;

Tract #K-UT-UT-308.01W

thence East 13.50 chains; thence South 16 chains; thence East 12 chains; thence North 5 chains; thence East 5 chains; thence South 5 chains; thence East 8 chains; thence North 5 chains; thence East 10 chains; thence South 5 chains; thence East 15 chains; thence North 16 chains; thence East 85.54 feet; thence South 4°48' West 2649.30 feet; thence East 130.46 feet retrace; thence North 4°48' East 2649.30 feet; thence East 114 feet, more or less, to beginning.

Subject to right of way and easement now existing and/or of record. All oil and mineral rights of whatsoever kind and nature are reserved by grantors.

~~ENT 1759:2002 PG 2 of 4~~

The Permanent Easement and Right-of-Way shall be a strip of land 50 feet in width being 25 feet on each side of the centerline of the pipeline as constructed.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this grant, with such rights and Easement deemed to be covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and Easement and, at its discretion, may remove or abandon in place the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities. No road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, (his/her) agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

Tract #K-UT-UT-308.01W



The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS  
2nd DAY OF January, 2002

The Johnson Family Trust, dated June 19, 2000

Ario F. Johnson  
Ario F. Johnson, Trustee

Huitau Allred Johnson  
Huitau Allred Johnson, Trustee

KERN RIVER GAS TRANSMISSION COMPANY

Paula Reuter  
Attorney-in-Fact

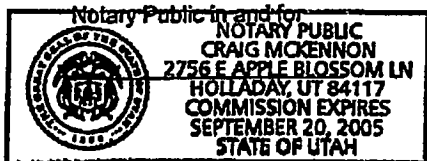
ACKNOWLEDGMENT

STATE OF Utah  
COUNTY OF Salt Lake

ENT 1759:2002 PG 4 of 4

The foregoing instrument was acknowledged before me this 2nd day of January, 2002.  
by Arlo F. Johnson and Huitau Allred Johnson,  
both Trustees of the Johnson Family Trust dated June 19, 2000.

My Commission Expires: 9-20-2005 Craig McKennon



Salt Lake County,  
State of Utah

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ENT 73721:2023 PG 66 of 66

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_  
by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
\_\_\_\_\_ County,  
State of \_\_\_\_\_

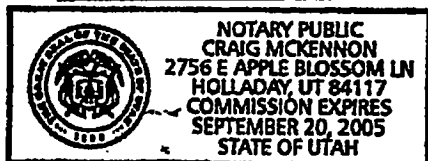
ACKNOWLEDGMENT—ATTORNEY-IN-FACT

STATE OF Utah  
COUNTY OF Salt Lake

On this 3rd day of January, 2002, Paula Rueter  
personally appeared before me and being by me duly sworn, did say that she/~~he~~ is the Attorney-in-Fact of Kern River  
Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission  
Company and said Paula Rueter acknowledged to me that  
she/~~he~~ as such Attorney-in-Fact executed the same.

My Commission Expires: \_\_\_\_\_  
Craig McKennon  
Notary Public in and for

9-20-2005  
Salt Lake County,  
State of Utah



Tract #K-UT-UT-308.01W