

From: [Thayer, Patricia](#)
To: [John Bennett](#)
Subject: RE: Recommendations?
Date: Friday, October 02, 2015 10:05:25 AM

thanks

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From: John Bennett [mailto:JBennett@rmconsult.com]
Sent: Friday, October 02, 2015 10:04 AM
To: Thayer, Patricia
Subject: RE: Recommendations?

If IGU considers this activity to be low risk, that is, they will not suffer any unreasonable loss if the property owner or subsequent owners revokes their permission, or tells IGU to remove their facility, or they otherwise don't comply with the terms of the permit regarding power and heat, then they can pretty much go with whatever form of permission they want. They just should not be thinking that the form they have is binding on the property owner or subsequent owners. It most closely resembles our Temporary construction permits. We reached a conclusion that those were no longer acceptable for areas that were required for the project such as construction work space or material storage because we would not want to deal with a construction delay claim if the owner or subsequent owner revoked their permission after the contractor had mobilized. Generally permits are revocable at will and do not carry over to a new owner. That is why our Temporary Construction Easement for included compensation, notarized signatures and are recorded to put subsequent owners on notice. The permit as it is written with a free service (but don't they already get the first 100' free anyway?) may be enough to entice the landowner to comply. The Enstar form relates back to the terms and conditions set out in the RCA tariff which I don't believe yet exists for IGU. I think the biggest threat in a customer agreement for utilities is that if the owner prevents utility access, they just turn it off. So in that sense, they might not be concerned with total enforceability of an easement to get on the property. So the bottom line is that if IGU feels they need the protection offered by a defensible easement, then they should take your advice. If it doesn't matter one way or another, then enforceability really doesn't matter. That's my 2 cents. Off to Planet Fitness! JohnB

From: Thayer, Patricia [mailto:Patricia.Thayer@hdrinc.com]
Sent: Friday, October 02, 2015 9:19 AM
To: John Bennett
Subject: Recommendations?

Good Morning,

Please, don't shot the RES gal – yesterday late afternoon was the first I begun to hear about this.

With what IGU is proposing – Pressure Monitoring - the recommendation is an easement so it is a binding agreement that runs with the land and whomever owns said land. This easement can be removed later when gas is available and the property owner signs an application for service. The

difference here is that gas is not available, IGU is coming to the property owner, not the property owner coming to IGU and paying for the connection. I understand that IGU is offering the property owner's free connections once gas is available. This is what would be used as compensation on the easement document. When the applicant comes to the gas company, the applicant is acknowledging the company owns the service line and the service connection remains the property of the company and they are giving the company the right to enter onto the private property for maintenance. The agreement also goes on to state "After any installation, repairs **or removal**, the Company will exercise care to return the customer's premises to a reasonable approximation of the conditions of which they were found immediately prior to such work." The applicant who is paying for connection is not going to normally come back and ask to have connection removed, but they could.

If IGU wants to assure that the Pressure Monitoring Line they are installing remains for until gas is flowing through the distribution lines, they need to secure this through an easement. This letter does not give IGU in perpetuity. IGU is really receiving nothing because this does not "bind" either party – it only documents what you are trying to do – this can be cancelled at will at any time by either party.