



825 NE Multnomah, Suite 2000
Portland, Oregon 97232

December 8, 2015

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: UI ___/UPN ___—Application for Approval of Real Estate Agreements with Kern River Gas Transmission Company.

PacifiCorp d/b/a Pacific Power submits for filing its Application for Approval of Real Estate Agreements with Kern River Gas Transmission Company.

PacifiCorp respectfully requests that all data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal questions concerning this filing may be directed to Erin Apperson, Manager, Regulatory Affairs, at (503) 813-6642.

Sincerely,

R. Bryce Dalley
Vice President, Regulation

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UI ____ / UPN ____

In the Matter of the Application of,
PACIFICORP d/b/a Pacific Power,
Requesting Approval of real estate
agreements with Kern River Gas
Transmission Company.

APPLICATION OF PACIFICORP

1 In accordance with ORS 757.495(1) and ORS 757.480(1)(a), and in accordance with
2 OAR 860-027-0040 and OAR 860-027-0025, PacifiCorp d/b/a Pacific Power (PacifiCorp or
3 Company) requests approval from the Public Utility Commission of Oregon (Commission)
4 for the execution of a Temporary Construction Workspace Agreement (Construction
5 Agreement), two Amended Easements (Amendments) and two new Easements (Easements)
6 with Kern River Gas Transmission Company (Kern River). The Company wishes to notify
7 the Commission of the property transaction related to the aforementioned easements, and
8 because Kern River is an affiliate, the Company seeks approval of the execution of the
9 Agreements as an affiliated interest transaction.

10 A copy of the Temporary Construction Workspace Agreement between Company and
11 Kern River is included with this Application as Attachment A. A copy of the two Amended
12 Easements between Company and Kern River are included with this Application as
13 Attachment B. A copy of the two new Easements between Company and Kern River is
14 included with this Application as Attachment C. The Temporary Construction Workspace
15 Agreement, two Amended Easements and two new Easements will be collectively referred to
16 throughout this Application as the “Agreements.” The Company respectfully requests that
17 the Commission approve the Agreements as an affiliated interest agreement.

1 **I. Background**

2 PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy
3 Company (BHE). BHE is a subsidiary of Berkshire Hathaway, Inc. (Berkshire Hathaway).
4 Kern River is also a subsidiary of Berkshire Hathaway. “Affiliated interest,” as defined in
5 ORS 757.015(3), includes every corporation five percent or more of whose voting securities
6 are owned by any corporation or person owning five percent of the voting securities of a
7 public utility or in any successive chain of ownership of a public utility. Berkshire
8 Hathaway’s ownership interest in PacifiCorp through BHE qualifies Kern River as an
9 affiliated interest of PacifiCorp.

10 Kern River owns and operates the Kern River pipeline system, which transports
11 natural gas to California, Nevada, and Utah. Certain Kern River pipelines located in Utah are
12 in an area being used by the Utah Department of Transportation (UDOT) as part of its
13 Mountain View Corridor Project.¹ Kern River has two pipelines (Pipelines) that currently
14 encumber PacifiCorp rights of way by virtue of existing permanent easement agreements
15 entered into by PacifiCorp and Kern River in 1991 and 2002. UDOT is requiring Kern River
16 to relocate portions of these Pipelines to accommodate the Mountain View Corridor. To
17 allow Kern River to accommodate UDOT’s directive, the Company executed a Temporary
18 Construction Workspace Agreement and amendments to the permanent easement agreements
19 to reflect the relocation alignment. PacifiCorp also executed two new easement agreements
20 with respect to adjacent PacifiCorp parcels that have not been previously encumbered.
21 As currently configured, the Pipelines encumber approximately 6.6 acres of PacifiCorp
22 property. After giving effect to the transactions contemplated in the Agreements, the

¹ The Mountain View Corridor is a planned freeway, transit and trail system project in western Salt Lake and northwestern Utah counties. See <http://www.udot.utah.gov/mountainview/>.

1 Pipelines will encumber approximately 5.1 acres of PacifiCorp property. Because the net
2 encumbrance upon PacifiCorp property is decreasing, there was no additional real estate
3 charge associated with the Agreements. However, Kern River paid PacifiCorp \$28,822
4 pursuant to the Construction Agreement to compensate PacifiCorp for the construction
5 access and impact associated with relocation.

6 The Pipeline easements (both as previously granted, and after giving effect to the
7 Agreements) are subject to terms, conditions, and restrictions to protect PacifiCorp's ability
8 to provide safe and reliable service. The total amount of PacifiCorp property encumbered by
9 the Pipelines was reduced by virtue of the Agreements. Accordingly, execution of the
10 Agreements is in the public interest.

11 The Agreements contain standard commercial terms and conditions to protect the
12 Company's ability to provide safe and reliable service. Thus, the continuation of the
13 transaction under the Agreements will not harm the public interest.

14 **II. Compliance with OAR 860-027-0040 Filing Requirements**

15 **A. Address**

16 The Company's name and address of its principal business office are:

17 PacifiCorp
18 825 NE Multnomah Street
19 Portland, OR 97232

20 **B. Communications and Notices**

21 All notices and communications with respect to this Application should be addressed to:

22 PacifiCorp Oregon Dockets
23 825 NE Multnomah Street, Suite 2000
24 Portland, OR 97232
25 OregonDockets@pacificorp.com

Jeffery B. Erb
Assistant General Counsel
Pacific Power
825 NE Multnomah Street, Suite 1800
Portland, OR 97232
Tel. (503) 813-5029
jeff.erb@pacificorp.com

1 In addition, PacifiCorp respectfully requests that all data requests regarding this
2 matter be addressed to:

3 By e-mail (**preferred**): datarequest@pacificorp.com

4 By regular mail: Data Request Response Center
5 PacifiCorp
6 825 NE Multnomah, Suite 2000
7 Portland, OR 97232

8 Informal inquiries may be directed to Erin Apperson, Manager, Regulatory Affairs, at
9 (503) 813-6642.

10 **C. Relationship Between PacifiCorp and Affiliated Interest**

11 PacifiCorp is a wholly-owned, indirect subsidiary of BHE. BHE is a subsidiary of
12 Berkshire Hathaway. Kern River is also a subsidiary of Berkshire Hathaway. Therefore,
13 Kern River is an “affiliated interest” of the Company as set forth in ORS 757.015(3).

14 **D. Voting Securities**

15 The Company and Kern River do not own voting securities in each other.

16 **E. Common Officers and Directors**

17 The Company and Kern River do not share any officers or directors. Doug Anderson
18 and Pat Goodman are both Directors of Company and “Executive Committee Members” of
19 Kern River.

20 **F. Pecuniary Interest**

21 No officer or director of either the Company or Kern River is a party to or has a
22 pecuniary interest in the contemplated business transactions between the Company and Kern
23 River.

1 **G. Description of Goods and Services Provided; Cost(s) Incurred;**
2 **Market Value; Pricing Methods**

3 Kern River owns and operates the Kern River pipeline system, which transports
4 natural gas to California, Nevada, and Utah. Portions of these pipelines are also located on
5 PacifiCorp property by virtue of an existing permanent easement. UDOT is requiring Kern
6 River to relocate certain of its pipelines to accommodate the Mountain View Corridor,
7 therefore, the Agreements were required to allow Kern River to accommodate UDOT's
8 directive. Kern River paid PacifiCorp \$28,822 pursuant to the Construction Agreement to
9 compensate PacifiCorp for the construction access and impact associated with relocation,
10 which was based upon the fair market value of the temporary rights granted. The
11 methodology for determining the value of the transaction was as follows: a fee value for the
12 underlying properties was established to be \$105,000 per acre based on a formal professional
13 appraisal. The acreage involved in the Construction Agreement is approximately 5.49 acres.
14 Based on the access rights included in the underlying permanent easement, and standard
15 industry practice for valuing annual leases, the fair market value of the Construction
16 Agreement was determined to be five percent (5%) of fee simple value. This yields a
17 Construction Agreement value of \$28,822. There were no additional real estate charges
18 associated with the Amendments or Easements because the Amendments and Easements
19 decreased Kern River's total encumbrance upon PacifiCorp property.

20 **H. Estimate of Amount PacifiCorp will Pay Annually for Services**

21 The fees described in Section II.G above will be one-time fees.

22 **I. Reasons Relied Upon for Procuring the Proposed Services, and Benefits**
23 **to the Public**

24 PacifiCorp's execution of the Agreements was essential to Kern River's compliance
25 with UDOT's requirement that certain of Kern River's pipelines be relocated. The

1 Agreements contain terms, conditions, and restrictions to protect PacifiCorp's ability to
2 provide safe and reliable service. Thus, the continuation of the transaction under the
3 Agreements will not harm the public interest.

4 **J. Description of the Procurement Process**

5 Not applicable.

6 **K. Relationship of Cost of Provision of Services and Market Value**

7 Kern River paid PacifiCorp \$28,822 for the Construction Agreement, which is based
8 upon the fair market value of the temporary rights granted. The methodology for
9 determining the value of the transaction is described in Section II.G above.

10 **L. Contracts Between Affiliated Interest and PacifiCorp**

11 Copies of the Agreements are included with this Application as Attachments A - C.

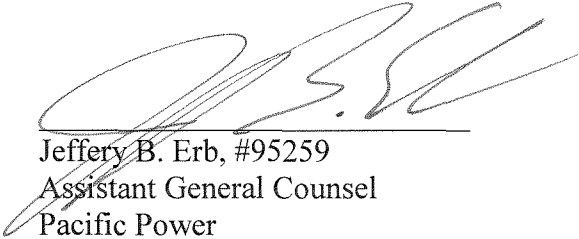
12 **M. Copy of Board Resolutions**

13 The Agreements did not require a resolution from PacifiCorp's Board of Directors.

14 WHEREFORE, for the reasons set forth above, PacifiCorp respectfully requests that
15 the Commission issue an order authorizing PacifiCorp to conduct business with Kern River
16 Gas Transmission Company under the Agreements, under the provisions of ORS 757.495(1)
17 and ORS 757.480(1)(a), and in accordance with OAR 860-027-0040 and OAR 860-027-
18 0025.

19 DATED: December 8, 2015.

Respectfully submitted,


Jeffery B. Erb, #95259
Assistant General Counsel
Pacific Power

ATTACHMENT A

Temporary Construction Workspace Agreement

This Temporary Construction Workspace Agreement (“**Agreement**”), dated September ____, 2015, is entered into between PACIFICORP, an Oregon Corporation d/b/a Rocky Mountain Power (hereinafter referred to as “**Rocky Mountain Power**”) and Kern River Gas Transmission Company (hereinafter referred to as “**Kern River**”).

RECITALS

A. Rocky Mountain Power is the owner of a parcel or parcels of real property located in the Salt Lake County, as more particularly depicted in the attached **Exhibit A** (collectively, the “**Property**”).

B. The design for the Utah Department of Transportation Mountain View Corridor (“**MVC**”) near 2700 South involves the construction of new and removal of existing pipelines on Rocky Mountain Power property. Both pipelines will be relocated to the west to minimize conflicts with current and proposed Rocky Mountain Power facilities in the area and the MVC. This conflict area affects approximately 0.68 miles for the existing KRG T A-Line and 0.81 miles for the existing B-Line.

C. Kern River desires and Rocky Mountain Power is willing to allow Kern River and its selected contractor(s) access and use the Property for the purposes of temporary construction workspace (the “**Work**”) in conjunction with its relocation of the Kern River facilities, as further described in Exhibit A. This also includes the right to use the existing access roads on adjacent Rocky Mountain Power property as shown on Exhibit A.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry and Temporary Use. Rocky Mountain Power hereby grants to Kern River, and to Kern River’s contractors, subcontractors, and agents (for purposes of this agreement, Kern River and its contractors, subcontractors, and agents, if any, shall be referred to as “**Kern River**”), the right to enter the Property for the sole purpose of conducting its Work on the Property. This right of entry shall allow Kern River to conduct its Work on locations shown in the drawings, attached hereto as **Exhibit A**. Kern River will compensate Rocky Mountain Power for the 5.49 acres (4.83 acres of workspace area and .66 acre access road) as shown in the drawings attached hereto as Exhibit A in the amount of **\$28,822.00** (50% of an annual lease rate of 10% of the workspace area’s value of \$105,000 per acre). Kern River shall strictly comply with any reasonable instructions, directions or restrictions promulgated by Rocky Mountain Power. This right of entry shall commence on the date of execution and shall expire one year from the date of execution. Kern River shall be responsible and liable for the actions and inactions of its contractors, subcontractors and agents hereunder as if Kern River were performing the same. Kern River’s use of the access roads shall not materially interfere with Rocky Mountain Power’s use of the roads, and Kern River shall be responsible to repair any damage to the access roads caused by its use.

2. Compliance with Law. In the prosecution of the Work, Kern River shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed in a workmanlike manner and in compliance with all applicable industry standards. Kern River shall perform and stage construction so as to ensure the safety of: (a) Kern River's agents and employees; (b) any and all Rocky Mountain Power operations conducted on the Property; (c) surrounding property owners; and (d) the public in general.

3. Rocky Mountain Power Operations. Kern River shall not make or allow to be made any use of the Property that is inconsistent with, or interferes in any manner with Rocky Mountain Power's operation, maintenance or repair of Rocky Mountain Power's existing installations or additional facilities or improvements constructed after the granting of this right of entry, including, without limitation, electric transmission and distribution circuits that cross over or above the property as herein described.

4. (a) Power Lines. Kern River shall not use or permit to be used on the Property, construction cranes or other equipment that violate the clearance standards set forth in the NESC, OSHA or High Voltage Overhead Line Safety Act. Kern River shall not place any temporary spoils within a thirty (30) foot radial clearance from any overhead power line unless otherwise approved by Rocky Mountain Power in writing in advance. The storage of hazardous materials is prohibited within the Property. At no time shall Kern River transport or place materials or equipment of any kind that exceed fourteen (14) feet in height, or that creates a material risk of endangering Rocky Mountain Power's facilities, or that poses a risk to human safety, under or adjacent to any overhead power line. At no time shall Kern River operate any equipment or vehicle exceeding fourteen (14) feet in height under or adjacent to any overhead power line; furthermore, any vehicle or equipment exceeding fourteen (14) feet in height during operation shall maintain a twenty (20) foot radial clearance from any overhead power line. Kern River's use of the Property shall comply with the clearance standards set forth in the NESC, OSHA and High Voltage Overhead Line Safety Act.

(b) Towers/Poles.

(i) Materials, supplies, or equipment of any kind may not be stock-piled, parked, or stored within five (5) feet of the towers or poles or in such proximity to said towers that they would block access to any overhead power line.

(ii) No vehicles or equipment may be left unattended for any reason within ten (10) feet of Rocky Mountain Power's towers or in such proximity to said towers that they would block access to any overhead power line.

(iii) No re-construction, operational or maintenance activities, vehicles, equipment, materials, supplies, warning barriers, stockpiles, earth, spoils, etc. may be used within the Property that will provide a platform for persons to climb the towers or poles or provide access within the minimum clearance standards established by the National Electric Safety Code.

5. Costs of Construction. The parties acknowledge that Utah Department of Transportation has agreed to be responsible for the cost of the Work. In no event shall Rocky

Mountain Power be responsible for any costs incurred with respect to the Work. Kern River shall maintain the Property free from liens or other encumbrances associated with the Work.

6. Safety. Safety of personnel, property, Rocky Mountain Power operations and the public is of paramount importance in the prosecution of the Work. Kern River shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the Work. Kern River shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. Kern River shall promptly notify Rocky Mountain Power of any OSHA reportable injuries arising during the Work. Kern River shall have a non-delegable duty to control its employees while on the Property to ensure that such employees do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.

7. Indemnification. As consideration for the right of entry and use conveyed pursuant to this Agreement, Kern River agrees to protect, defend, release, indemnify and hold harmless Rocky Mountain Power, its parent companies, subsidiaries and affiliates, and each of their officers directors, employees, shareholders, contractors, agents, attorneys, insurers, and assigns from and against any costs, expenses, damages, claims, attorney's fees, lawsuits, allegations, judgments, or other losses caused by or as a result of: (a) the prosecution of the Work contemplated by this Agreement by Kern River, or any employees, contractors, subcontractors, principals or agents of Kern River; (b) any mechanic's, materialman's, tax or other lien asserted against the Property as the result of the Work; (c) the failure to properly obtain any permit or other approval necessary for the Work; or (d) Kern River's material breach of any provision of this Agreement. Rocky Mountain Power agrees to protect, defend, release, indemnify and hold harmless Kern River, its parent companies, subsidiaries and affiliates, and each of their officers directors, employees, shareholders, contractors, agents, attorneys, insurers, and assigns from and against any costs, expenses, damages, claims, attorney's fees, lawsuits, allegations, judgments, or other losses caused by or as a result of Rocky Mountain Power's material breach of any provision of this Agreement.

8. Insurance. Kern River shall, at its sole cost and expense, obtain and maintain workers compensation and liability insurance in amounts sufficient to protect against the risks and liabilities assumed by Kern River under this Agreement.

9. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

10. Termination. This Agreement and right of entry granted hereunder may be terminated by Rocky Mountain Power in the event that Kern River continues in default with respect to any provision of this Agreement for a period of two days after receipt of notice from Rocky Mountain Power identifying the nature of Kern River's breach. Notwithstanding the foregoing, in the event that the nature of Kern River's breach constitutes an imminent threat to persons or property, Rocky Mountain Power may immediately suspend the right of entry granted herein until such time as Kern River remedies the breach.

11. Restoration of Property. Upon termination of this Right of Entry agreement, Kern River shall restore the Property to substantially the same condition as existed prior to the work, including but not limited to restoring vegetation to its original condition as current year growing season permits.

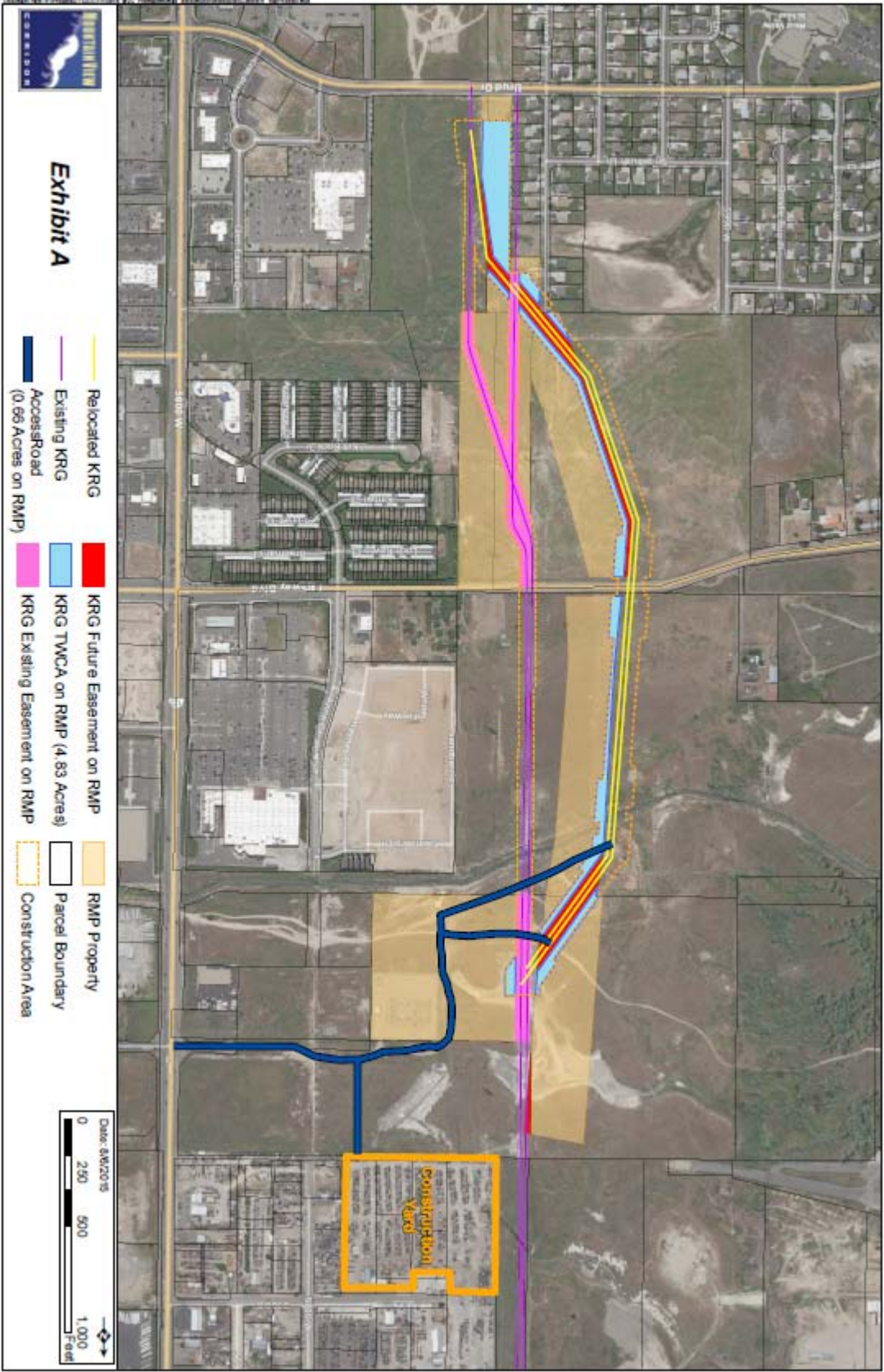
12. Rocky Mountain Power and Kern River contemplate entering into and executing an agreement with the Utah Department of Transportation regarding the relocation of the pipelines which is the basis for entering into this Agreement. If the Utility Relocation and Property Exchange Agreement is not executed for any reason, Kern River will remove the Pipelines installed pursuant to this Agreement and shall restore the Property to its pre-construction condition.

13. Jury Waiver. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

ROCKY MOUNTAIN POWER	KERN RIVER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
 (Map of Grantor's Land and map of temporary workspaces)



ATTACHMENT B

WHEN RECORDED PLEASE RETURN TO:

Rocky Mountain Power
Attn: Lisa Louder /bk
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

**2015 AMENDED RIGHT-OF-WAY
AND
EASEMENT AGREEMENT**

This 2015 Amended Right of Way and Easement Agreement to the Kern River Gas Transmission Company Right-of-Way and Easement Agreement (“Amended Easement”) is entered into this ____ day of _____ 2015 by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (“Grantor”) and Kern River Gas Transmission Company, a Texas general partnership (“Grantee”). Grantor and Grantee are referred to in this Amended Easement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Grantor entered into that certain Kern River Transmission Company Right-of-Way and Easement Agreement dated the 26th day of September, 2002, recorded in the Office of the Salt Lake County Recorder as Instrument No. 8378527, Book 8661, Page 7634-7691, (the “Existing Easement”), wherein Grantor conveyed a right-of-way and easement to Grantee for the purpose of installing and maintaining a single natural gas pipeline.
- B. Pursuant to that certain Utility Relocation and Property Exchange Agreement (the “Utility Agreement”) entered into among Grantor, Grantee, and the Utah Department of Transportation (“UDOT”), Grantee has agreed to relocate a segment of the existing natural gas pipeline in connection with UDOT’s Mountain View Corridor Project which relocation will continue to be on land owned by Grantor.
- C. Pursuant to the Utility Agreement, Grantor and Grantee agreed to amend the Existing Easement to provide for the relocation of the existing natural gas pipeline as more particularly set forth herein and described in Exhibit A and as shown in Exhibit B attached hereto and by this reference made a part of this Amended Easement.
- D. Grantee desires to continue to use the prior easement area and to use the new easement area during construction of the new pipeline.

NOW THEREFORE, in exchange for the mutual promises and benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Existing Easement as follows:

1. A portion of the natural gas pipelines currently located pursuant to the Existing Easement ("Current Pipeline Location") shall be relocated to a new alignment as more particularly described and depicted in Exhibits A and B ("Relocated Pipeline Location"). Grantor does hereby grant to grantee a new easement for the Relocated Pipeline Location at the location described and depicted in Exhibit A and as shown in Exhibit B. All of the terms and conditions set forth in the Existing Easement and all subsequent Amendments, including but not limited to the Encroachment Agreement between PacifiCorp and Grantee dated August 5, 2002, shall govern the new easement for the Relocated Pipeline Location.

2. Until Grantee executes and delivers to Grantor a mutually acceptable partial release of the Existing Easement as to the Current Pipeline Location, all of the terms and conditions set forth in the Existing Easement and all subsequent Amendments, including but not limited to the Encroachment Agreement between PacifiCorp and Grantee dated August 5, 2002, shall remain in full force and effect as to the Current Pipeline Location.

3. Except as expressly amended hereby, all other locations of the Existing Easement and all terms thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this 2015 Amended Easement on the day, month, and year first written above.

GRANTOR:
PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power

BY: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this ____ day of _____, 2015, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

Notary Public
My commission expires _____

GRANTEE:
Kern River Gas Transmission Company

BY: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this _____ day of _____, 2015, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of Kern River Gas Transmission Company, a Texas general partnership, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

Notary Public
My commission expires _____

EXHIBIT "A"
(Easement Description)

Tax ID No's. 14-26-252-015, 14-26-252-001,
14-26-252-002, 14-26-201-003, 14-26-201-005
Parcel No. 4009:3E

A perpetual easement, upon part of an entire tract of property in Lots 733 and 734, Meadowlands Subdivision Phase 7, a subdivision recorded as Entry No. 7530254 in Book 99-12P at Page 324 in the Office of the Salt Lake County Recorder, and in the SW1/4NE1/4 and the NW1/4 NE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the southerly highway Right of Way Line and No-Access Line of the Mountain View Corridor, which point is 2097.46 feet N.89°50'23"W. along the section line and 77.61 feet S.00°09'37"W. from the Northeast Corner of said Section 26; and running thence S.04°08'09"W. 262.16 feet; thence S.18°46'43"E. 700.37 feet; thence S.39°48'27"E. 637.52 feet to the westerly highway Right of Way Line and No-Access Line of said Mountain View Corridor; thence S.20°42'02"E. 23.75 feet along said Right of Way Line and No-Access Line; thence S.09°39'12"E. 340.67 feet along said Right of Way Line and No-Access Line; thence S.00°23'21"W. 122.50 feet along said Right of Way Line and No-Access Line; thence N.07°34'44"W. 389.98 feet; thence N.39°48'27"W. 127.06 feet; thence N.00°24'38"E. 38.72 feet; thence N.39°48'27"W. 529.69 feet to the westerly boundary line of said entire tract; thence N.19°43'14"W. 742.44 feet along said westerly boundary line; thence N.04°06'32"E. 266.56 feet along said westerly boundary line to said southerly highway Right of Way and No-Access Line; thence N.89°15'40"E. 23.66 feet along said highway Right of Way Line and No-Access Line to the point of beginning. The above described easement contains 43,174 square feet or 0.991 acre in area, more or less.

EXHIBIT "A" Cont.
(Easement Description)

Tax ID No's. 14-23-400-037, 14-23-400-031
Parcel No. 4009:5E

A perpetual easement, upon part of an entire tract of property in the SW1/4SE1/4 and the NW1/4SE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 2037.93 feet N.89°38'10"W. along the quarter section line and 1753.83 feet S.00°21'50"W. from the East Quarter corner of said Section 23; and running thence N.03°02'02"E. 281.66 feet along said westerly boundary line; thence N.07°48'22"E. 102.15 feet along said westerly boundary line; thence N.35°29'33"E. 497.26 feet to the easterly boundary line of said entire tract; thence S.04°06'32"W. 48.01 feet along said easterly boundary line; thence S.35°29'33"W. 499.81 feet; thence S.04°06'19"W. 333.37 feet to the point of beginning. The above described easement contains 13,440 square feet or 0.309 acre in area, more or less.

EXHIBIT "A" Cont.
(Easement Description)

Tax ID No. 14-23-400-031
Parcel No. 4009:6E

A perpetual easement, upon part of an entire tract of property in the NW1/4SE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the southerly highway Right of Way Line and No-Access Line of the Mountain View Corridor, which point is 1669.20 feet N.89°38'10"W. along the quarter section line and 105.18 feet S.00°21'50"W. from the East Quarter corner of said Section 23; and running thence S.04°06'32"W. 381.12 feet along the easterly boundary line of said entire tract; thence N.00°21'37"E. 384.76 feet to said southerly highway Right of Way and No-Access Line; thence S.79°29'30"E. 25.31 feet along said southerly highway Right of Way and No-Access Line to the point of beginning. The above described easement contains 4,793 square feet or 0.110 acre in area, more or less.

EXHIBIT "A" Cont.
(Easement Description)

Tax ID No's. 14-23-251-010, 14-23-201-004
Parcel No. 4009:7E

A perpetual easement, upon part of an entire tract of property in the SW1/4NE1/4 and the NW1/4NE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the northerly highway Right of Way Line and No-Access Line of the Mountain View Corridor, which point is 1669.13 feet N.89°38'10"W. along the quarter section line and 96.97 feet N.00°21'50"E. from the East Quarter corner of said Section 23; and running thence S.83°00'48"W. 25.21 feet along said northerly highway Right of Way Line and No-Access Line; thence N.00°21'23"E. 1597.88 feet to the westerly highway Right of Way Line and No-Access Line; thence S.20°21'25"E. 70.68 feet along said westerly highway Right of Way Line and No-Access Line; thence S.00°21'23"W. 1528.54 feet to the point of beginning. The above described easement contains 39,082 square feet or 0.897 acre in area, more or less.

TOGETHER WITH:

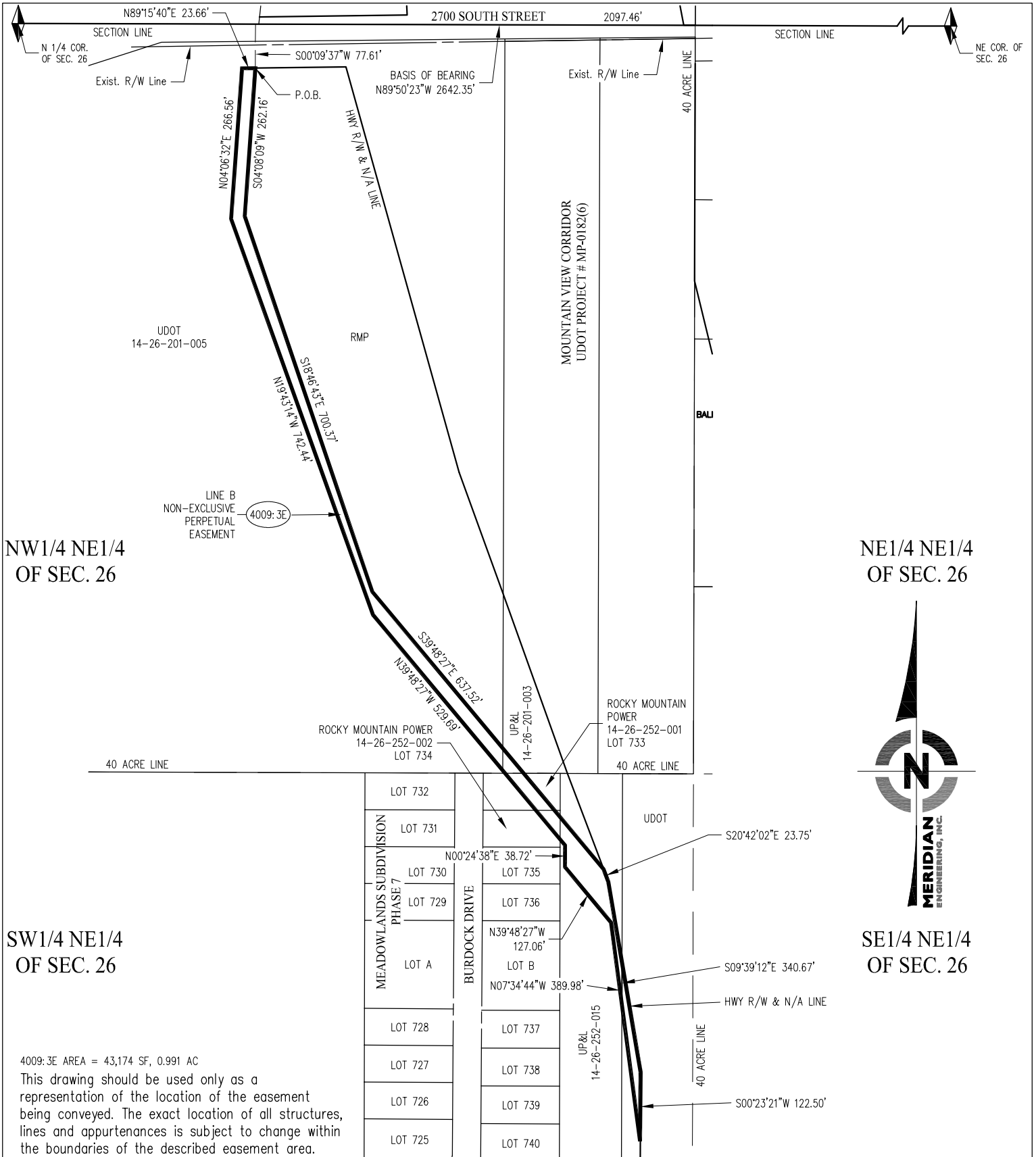
A perpetual easement, upon part of an entire tract of property in the NW1/4NE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the westerly highway Right of Way Line and No-Access Line of the Mountain View Corridor, which point is 1671.80 feet N.89°38'10"W. along the quarter section line and 1719.76 feet N.00°21'50"E. from the East Quarter corner of said Section 23; and running thence S.65°59'04"W. 24.75 feet along a southerly highway Right of Way Line and No-Access Line; thence N.00°21'23"E. 56.63 feet to said westerly highway Right of Way Line and No-Access Line at a point in a 964.32 foot radius non-tangent curve to the right; thence southeasterly 51.60 feet along the arc of said curve and said westerly highway Right of Way Line and No-Access Line (Note: Chord to said curve bears S.25°32'55"E. for a distance of 51.60 feet) to the point of beginning. The above described easement contains 650 square feet or 0.015 acre in area, more or less.

The combined area of the above described easements is 39,732 square feet or 0.912 acre in area, more or less.

EXHIBIT "B"

(Amended Map of Existing Easement)



NW1/4 NE1/4 OF SEC. 26

NE1/4 NE1/4 OF SEC. 26

SW1/4 NE1/4 OF SEC. 26

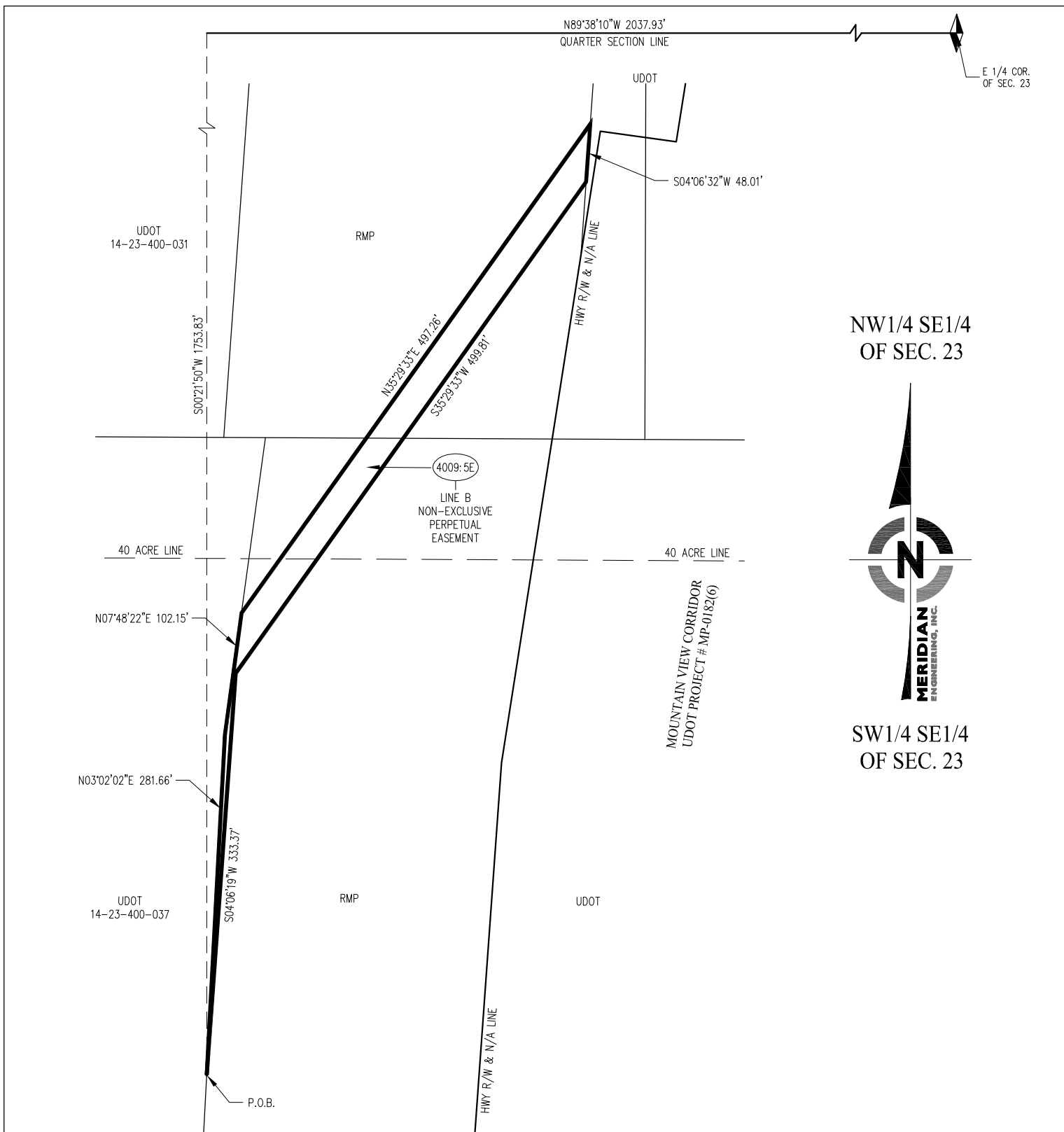
SE1/4 NE1/4 OF SEC. 26



4009: 3E AREA = 43,174 SF, 0.991 AC
 This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 04/07/2015	EXHIBIT "B" PORTION SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: GKD	CKD: TB	APP:

EXHIBIT "B"
(Amended Map of Existing Easement)



NW1/4 SE1/4
OF SEC. 23



SW1/4 SE1/4
OF SEC. 23

4009:5E AREA = 13,440 SF, 0.309 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



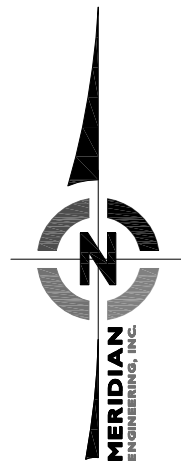
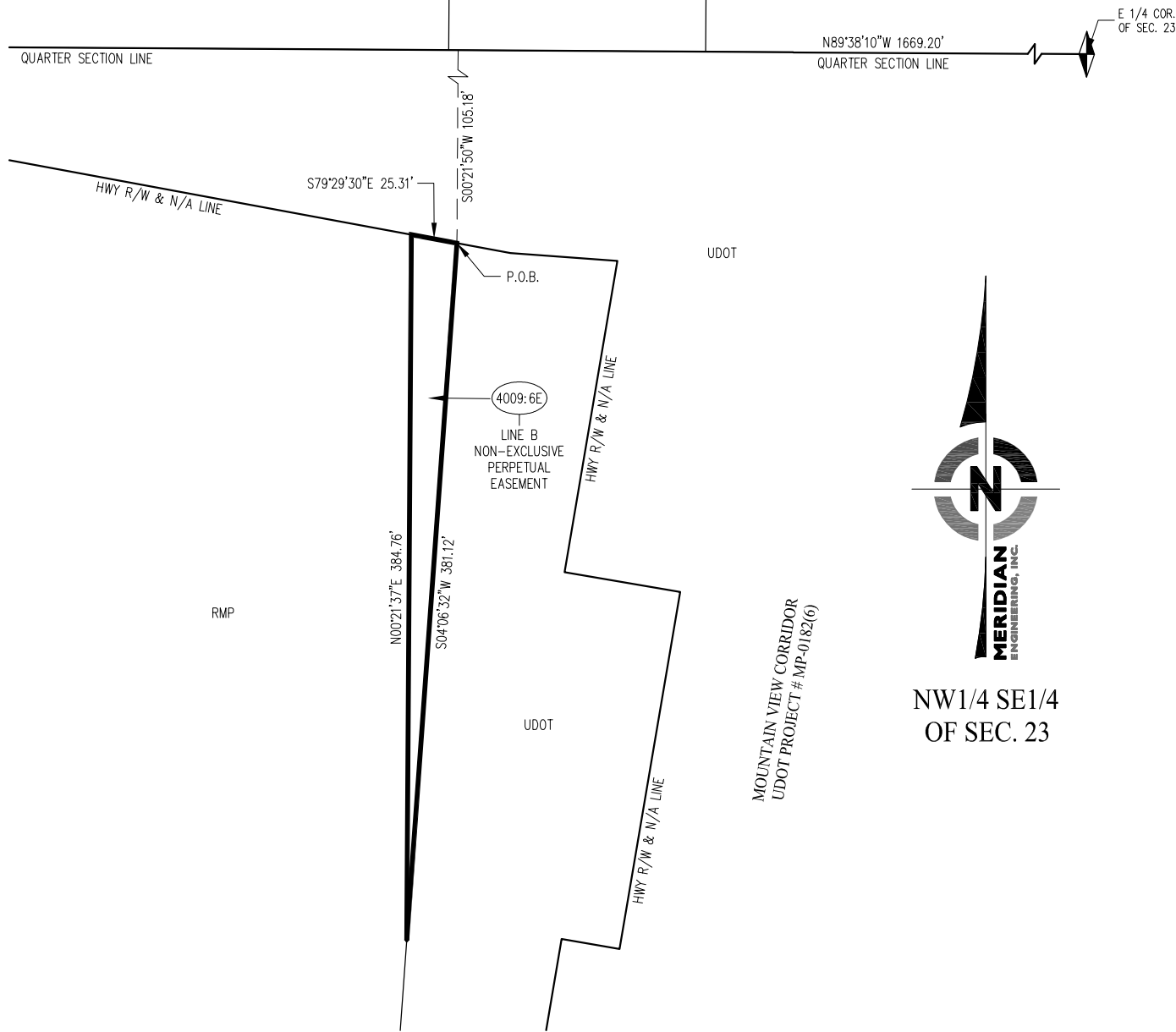
SCALE: N.T.S.	DATE: 03/10/2015	<p>EXHIBIT "B" PORTION SEC. 23, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH</p>	BY: GKD	CKD: TB	APP:
					

EXHIBIT "B"
(Amended Map of Existing Easement)



NW1/4 SE1/4
OF SEC. 23

MOUNTAIN VIEW CORRIDOR
UDOT PROJECT # MP-0182(6)

4009:6E AREA = 4793 SF, 0.110 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



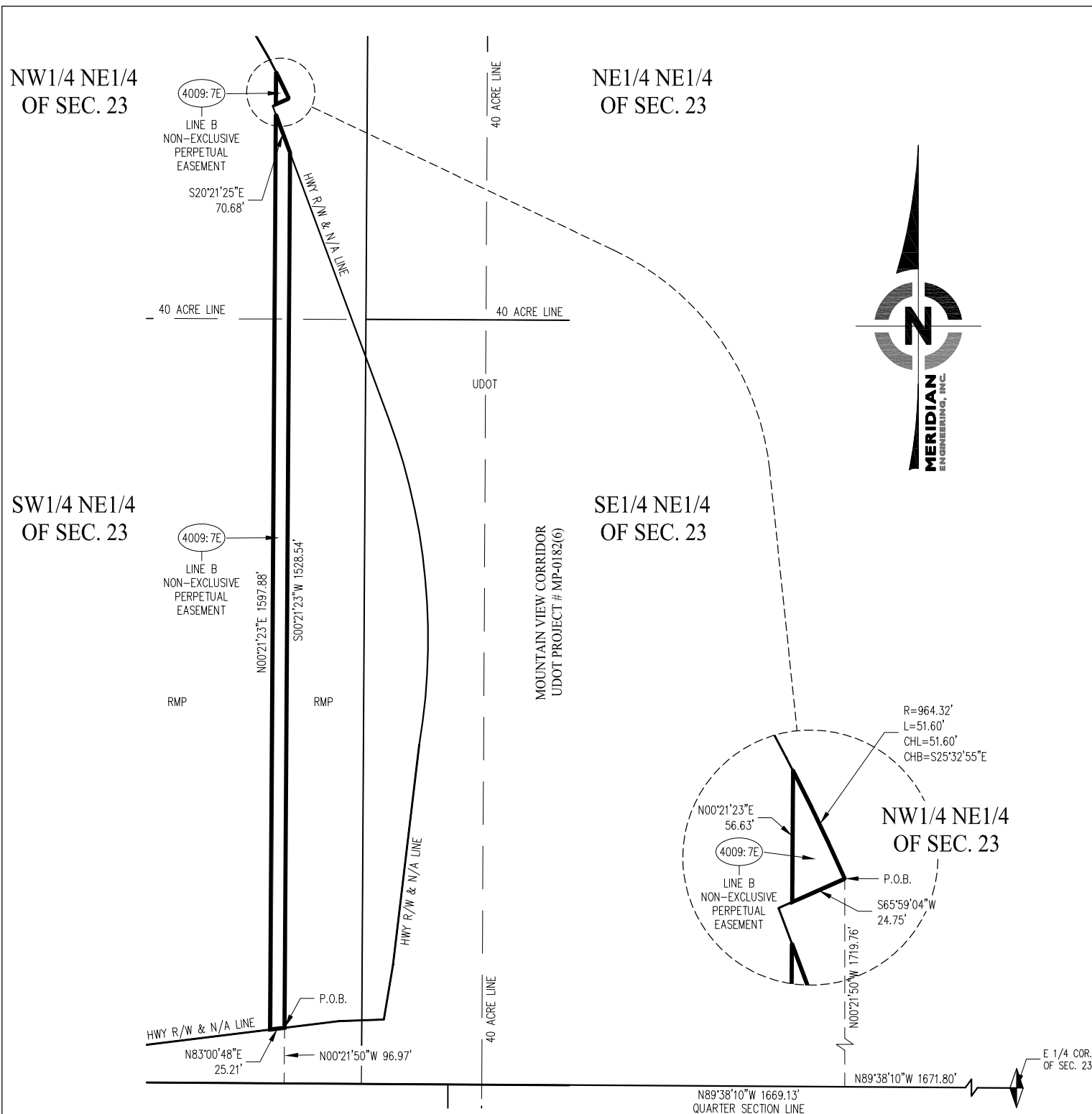
SCALE: N.T.S.	DATE: 03/10/2015	<p align="center">EXHIBIT "B" PORTION SEC. 23, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH</p>	BY: GKD	CKD: TB	APP:
					

EXHIBIT "B"
(Amended Map of Existing Easement)



4009:7E AREA = 39,732 SF, 0.912 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.


SCALE: N.T.S.	DATE: 03/10/2015
 MERIDIAN ENGINEERING, INC. 9217 SOUTH REDWOOD ROAD SUITE A WEST JORDAN, UTAH 84088 PHONE (801) 588-1318 FAX (801) 588-1319	

EXHIBIT "B"
 PORTION SEC. 23,
 T.1S., R.2W., SLB&M
 SALT LAKE COUNTY, UTAH

BY: GKD	CKD: TB	APP:
 Kern River GAS TRANSMISSION COMPANY <small>A MIDAMERICAN ENERGY HOLDINGS COMPANY</small>		

WHEN RECORDED PLEASE RETURN TO:

Rocky Mountain Power
Attn: Lisa Louder /bk
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

**2015 AMENDED RIGHT-OF-WAY
AND
EASEMENT AGREEMENT**

This 2015 Amended Right of Way and Easement Agreement to the Kern River Gas Transmission Company Right-of-Way and Easement Agreement (“Amended Easement”) is entered into this ____ day of _____ 2015 by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (“Grantor”) and Kern River Gas Transmission Company, a Texas general partnership (“Grantee”). Grantor and Grantee are referred to in this Amended Easement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Grantor entered into that certain Kern River Transmission Company Right-of-Way and Easement Agreement dated the 9th day of September, 1991, recorded in the Office of the Salt Lake County Recorder as Instrument No. 5125257, Book 6355, Page 1357-1360 and Amended Easement Agreement dated the 28th day of September, 1995, recorded in the Office of the Salt Lake County Recorder as Instrument No. 6204445, Book 7262, Pages 2291-2323 (the “Existing Easement”), wherein Grantor conveyed a right-of-way and easement to Grantee for the purpose of installing and maintaining a single natural gas pipeline.
- B. Pursuant to that certain Utility Relocation and Property Exchange Agreement (the “Utility Agreement”) entered into among Grantor, Grantee, and the Utah Department of Transportation (“UDOT”), Grantee has agreed to relocate a segment of the existing natural gas pipeline in connection with UDOT’s Mountain View Corridor Project which relocation will continue to be on land owned by Grantor.
- C. Pursuant to the Utility Agreement, Grantor and Grantee agreed to amend the Existing Easement to provide for the relocation of the existing natural gas pipeline as more particularly set forth herein and described in Exhibit A and as shown in Exhibit B attached hereto and by this reference made a part of this Amended Easement.
- D. Grantee desires to continue to use the prior easement area and to use the new easement area during construction of the new pipeline.

NOW THEREFORE, in exchange for the mutual promises and benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Existing Easement as follows:

1. A portion of the natural gas pipelines currently located pursuant to the Existing Easement ("Current Pipeline Location") shall be relocated to a new alignment as more particularly described and depicted in Exhibits A and B ("Relocated Pipeline Location"). Grantor does hereby grant to grantee a new easement for the Relocated Pipeline Location at the location described and depicted in Exhibit A and as shown in Exhibit B. All of the terms and conditions set forth in the Existing Easement and all subsequent Amendments, including but not limited to the Encroachment Agreement between Utah Power & Light Company and Grantee dated June 24, 1991, shall govern the new easement for the Relocated Pipeline Location.

2. Until Grantee executes and delivers to Grantor a mutually acceptable partial release of the Existing Easement as to the Current Pipeline Location, all of the terms and conditions set forth in the Existing Easement and all subsequent Amendments, including but not limited to the Encroachment Agreement between PacifiCorp and Grantee dated June 24, 1991, shall remain in full force and effect as to the Current Pipeline Location.

3. Except as expressly amended hereby, all other locations of the Existing Easement and all terms thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this 2015 Amended Easement on the day, month, and year first written above.

GRANTOR:

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

BY: _____

ITS: _____

ACKNOWLEDGEMENT

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

} ss.

I hereby certify that on this ____ day of _____, 2015, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to

execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

Notary Public
My commission expires _____

GRANTEE:
Kern River Gas Transmission Company

BY: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this _____ day of _____, 2015, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of Kern River Gas Transmission Company, a Texas general partnership, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

Notary Public
My commission expires _____

EXHIBIT "A"
(Amended Legal Description of Existing Easement)

Tax ID No's 14-26-252-001, 14-26-252-002,
14-26-252-003, 14-26-201-003, 14-26-201-005
Parcel No. 4009:2E

A perpetual easement, upon part of an entire tract of property in Lots 733, 734 and 735, Meadowlands Subdivision Phase 7, a subdivision recorded as Entry No. 7530254 in Book 99-12P at Page 324 in the Office of the Salt Lake County Recorder, and in the SW1/4NE1/4 and the NW1/4 NE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 1886.99 feet N.89°50'23"W. along the section line and 1042.10 feet S.00°09'37"W. from the Northeast Corner of said Section 26; and running thence S.39°48'27"E. 452.25 feet; thence S.00°24'38"W. 77.43 feet; thence N.39°48'27"W. 147.81 feet to the westerly right of way line of Burdock Drive; thence N.00°24'14"E. 31.45 feet along said westerly right of way line to the northwest corner of said Lot 733, thence N.89°49'31"W. 26.50 feet along the northerly subdivision boundary line; thence N.39°48'27"W. 185.81 feet to said westerly boundary line; thence N.19°43'14"W. 145.57 feet along said westerly boundary line to the point of beginning. The above described easement contains 20,255 square feet or 0.465 acre in area, more or less.

EXHIBIT "A" Cont.
(Amended Legal Description of Existing Easement)

Tax ID No's 14-23-400-037, 14-23-400-031
Parcel No. 4009:4E

A perpetual easement, upon part of an entire tract of property in the SW1/4SE1/4 and the NW1/4SE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 2011.58 feet N.89°38'10"W. along the quarter section line and 1371.19 feet S.00°21'50"W. from the East Quarter corner of said Section 23; and running thence N.07°48'22"E. 107.60 feet along said westerly boundary line; thence N.35°29'33"E. 483.94 feet to the easterly boundary line of said entire tract; thence S.04°06'32"W. 96.00 feet along said easterly boundary line; thence S.35°29'33"W. 497.26 feet to the point of beginning. The above described easement contains 24,527 square feet or 0.563 acre in area, more or less.

EXHIBIT "A" Cont.
(Amended Legal Description of Existing Easement)

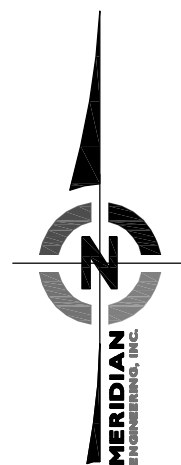
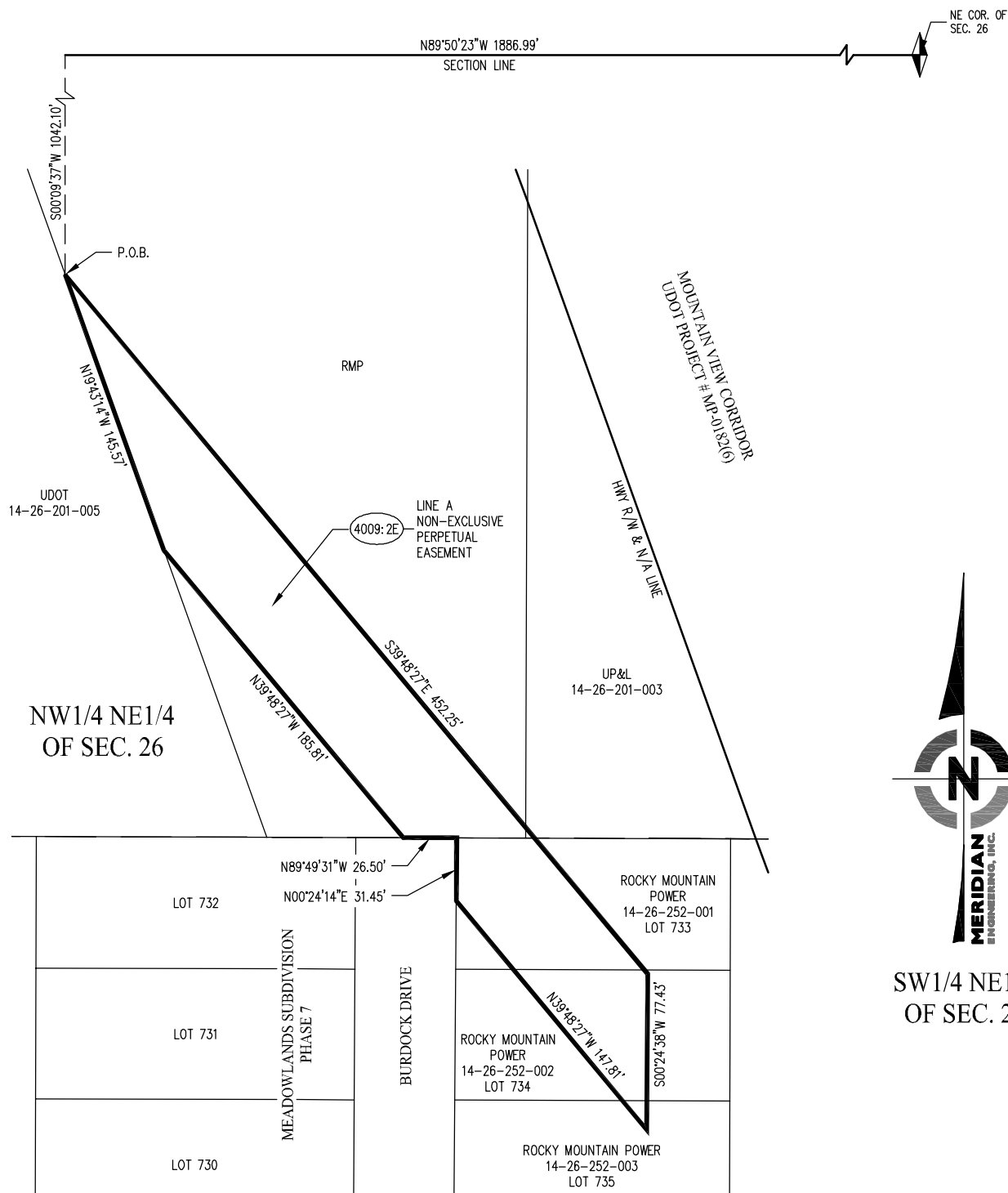
Tax ID No. 14-23-251-010
Parcel No. 4009:8E

A perpetual easement, upon part of an entire tract of property in the SW1/4NE1/4 and the NW1/4NE1/4 of Section 23, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the northerly highway Right of Way Line and No-Access Line of the Mountain View Corridor, which point is 1669.13 feet N.89°38'10"W. along the quarter section line and 96.97 feet N.00°21'50"E. from the East Quarter corner of said Section 23; and running thence N.00°21'23"E. 1528.54 feet to the westerly highway Right of Way Line and No-Access Line; thence S.20°21'25"E. 141.37 feet along said westerly highway Right of Way Line and No-Access Line; thence S.00°21'23"W. 1389.87 feet to said northerly highway Right of Way Line and No-Access Line; thence S.83°00'48"W. 50.41 feet along said northerly highway Right of Way Line and No-Access Line to the point of beginning. The above described easement contains 72,959 square feet or 1.675 acres in area, more or less.

EXHIBIT "B"

(Amended Map of Existing Easement)



SW1/4 NE1/4
OF SEC. 26

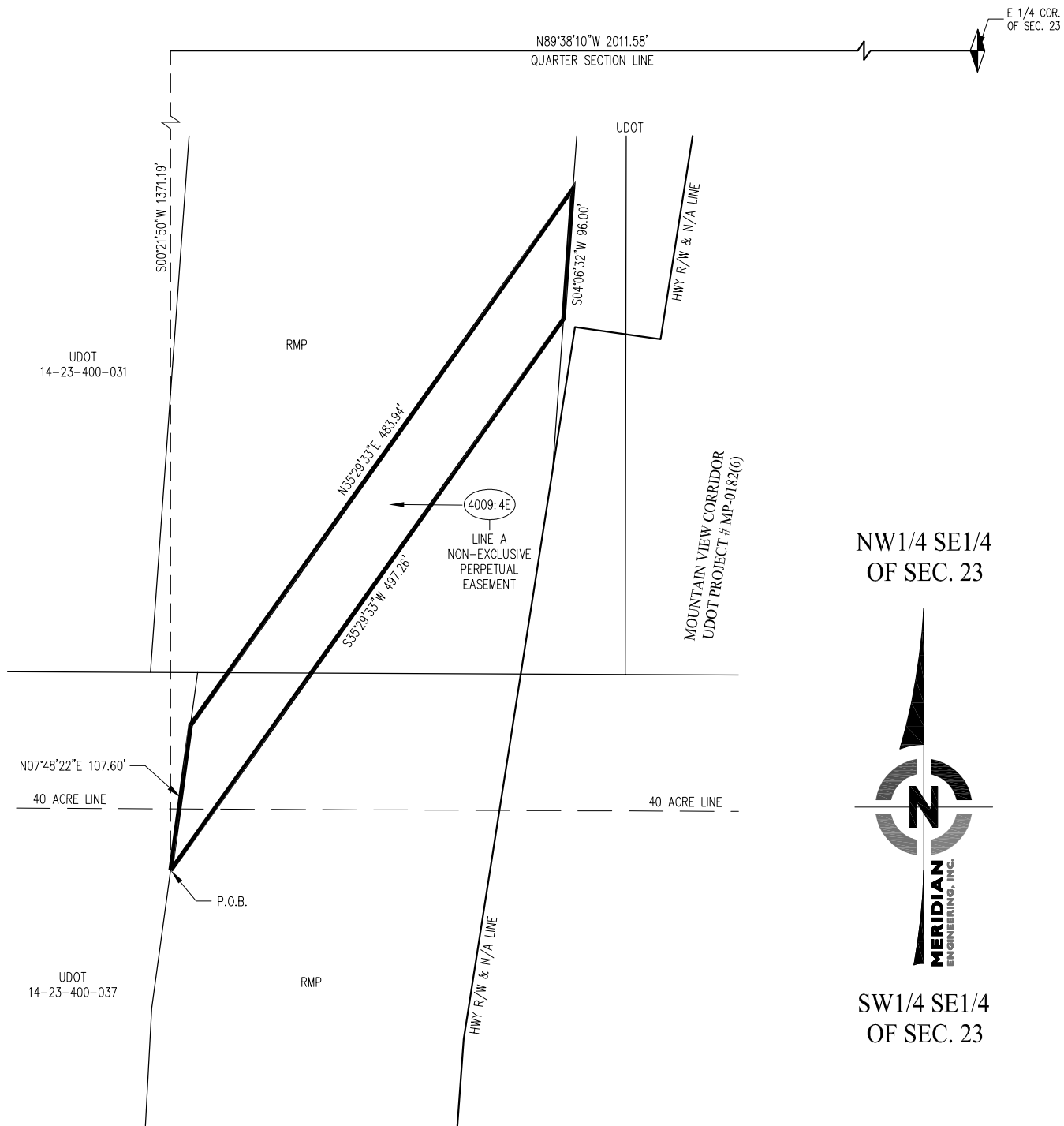
4009:2E AREA = 20,255 SF, 0.465 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 03/10/2015	EXHIBIT "B" PORTION SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: GKD	CKD: TB	APP:

EXHIBIT "B"

(Amended Map of Existing Easement)

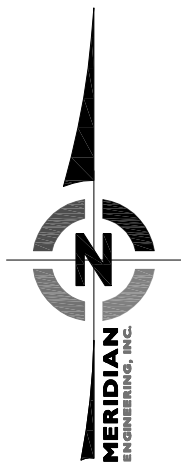
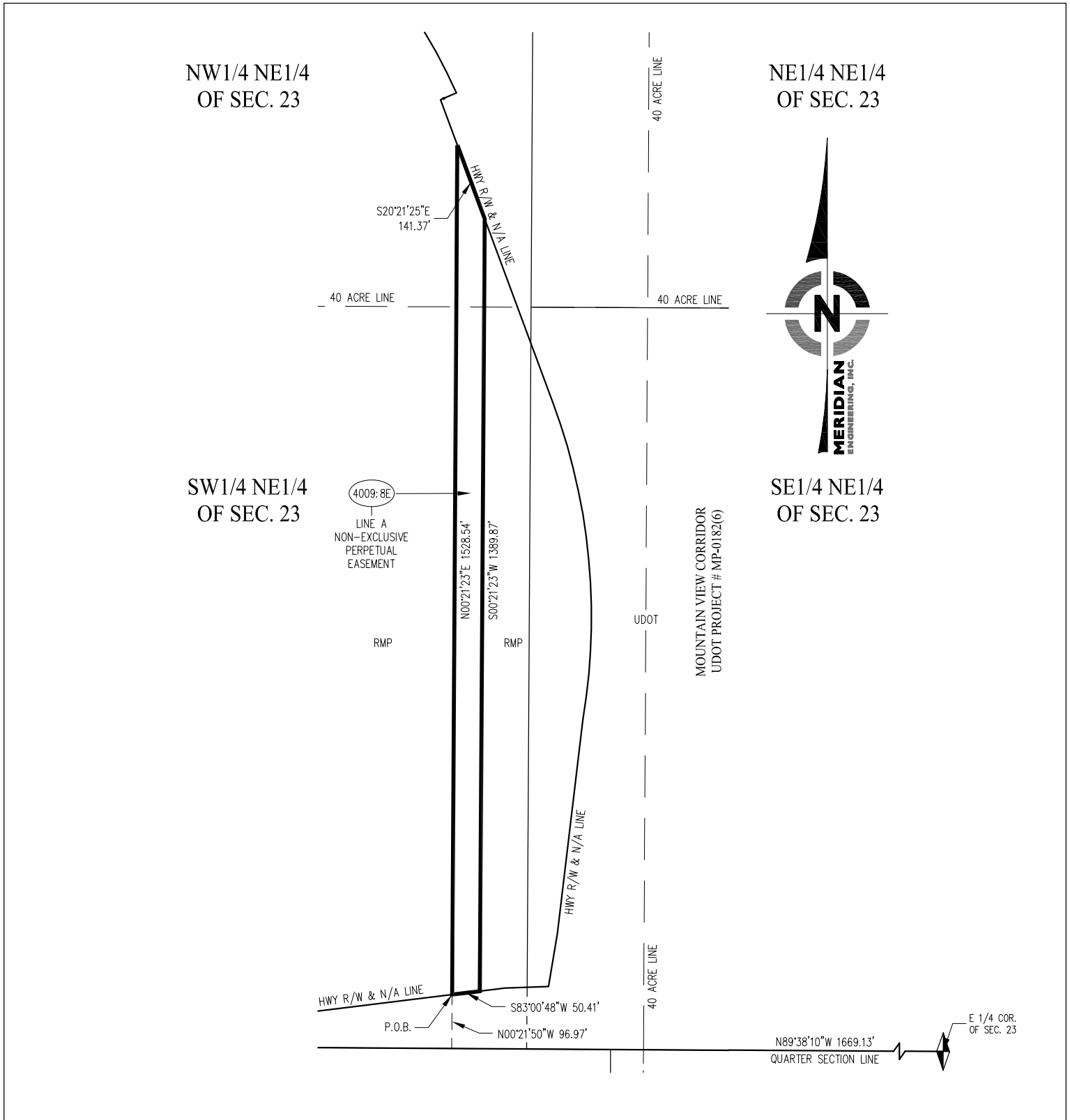


4009:4E AREA = 24,527 SF, 0.563 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



SCALE: N.T.S.	DATE: 03/10/2015	EXHIBIT "B" PORTION SEC. 23, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: GKD	CKD: TB	APP:
MERIDIAN ENGINEERING, INC. <small>9217 SOUTH REDWOOD ROAD SUITE A WEST JORDAN, UTAH 84088 PHONE (801) 588-1315 FAX (801) 588-1319</small>		Kern River GAS TRANSMISSION COMPANY <small>A MIDAMERICAN ENERGY HOLDINGS COMPANY</small>			

EXHIBIT "B"
(Amended Map of Existing Easement)



4009:8E AREA = 72,959 SF, 1.675 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 03/10/2015	EXHIBIT "B" PORTION SEC. 23, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: GKD	CKD: TB	APP:
					

ATTACHMENT C

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:
Kern River Gas Transmission Company
Attn: Land Department
PO Box 71400
Salt Lake City, UT 84171-0400

Tract # UT--

**Kern River Gas Transmission Company
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT**

State of UTAH

County of Salt Lake

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp**, whose address is **1407 WEST NORTH TEMPLE, SALT LAKE CITY, UT 84116**, hereinafter referred to as Grantor, for and in consideration of the sum of **TEN DOLLARS AND OTHER CONSIDERATIONS**, to the Grantor in hand paid by **KERN RIVER GAS TRANSMISSION COMPANY**, P.O. Box 71400, Salt Lake City, Utah 84171-0400, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, construct, entrench, maintain, protect, inspect and operate an underground pipeline(s) and/or communications cable(s) with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, underground conduit, cables, splicing boxes and roads (said pipeline, communications cable, appurtenances, valves, metering equipment, cathodic equipment, underground conduits, cables, splicing boxes, markers and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way more specifically described as:

See attached Exhibit "A".

To the extent that any discrepancy exists between the legal description and survey heretofore made or hereinafter described and the actual location of the pipeline, the actual location of the pipeline(s) shall govern, with the right-of-way and easement running parallel to and extending twenty five feet on each side of the actual location of the centerline of the pipeline(s) as it exists on Grantor's property. Within one year from installation of the facilities, Grantee will provide Grantor with "as built" location information of the facilities.

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. 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.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place facilities constructed thereon and upon such abandonment action. Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this right-of-way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantee shall compensate the Grantor for damages to Grantor's real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the facilities. Grantee shall compensate the Grantor for damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush 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 further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way as close as reasonably practicable to the condition it was in prior to Grantee's work. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control measures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not materially or unreasonably hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along of within said right-of-way without Grantee's prior written consent, which shall not be unreasonably withheld. Grantee shall, during initial construction, bury said pipeline to a minimum depth of 36-inches or 30-inches in rock.

Grantee agrees to indemnify and hold harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of the Grantee's, its contractor's, or agent's use of any of the Easements or intentional misconduct. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of the Grantor, its employees, agents, contractors, subcontractors, tenants, licensees, or invitees, regardless of fault.

Grantor represents and warrants that he is the owner in fee simple of the said described land. 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 thereupon be subrogated to such lien and rights incident thereto.

WITNESS THE EXECUTION HEREOF THE _____ DAY OF _____, 2015.

By GRANTOR(S)
Rocky Mountain Power, an unincorporated division of PacifiCorp
By: _____
Title: _____

ACKNOWLEDGMENT

State of Utah

County of Salt Lake

On _____ before me, _____
Date Name and Title of Officer

Personally appeared _____
Names(s) of Signer(s)

personally known to me --OR-- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Exhibit "A"

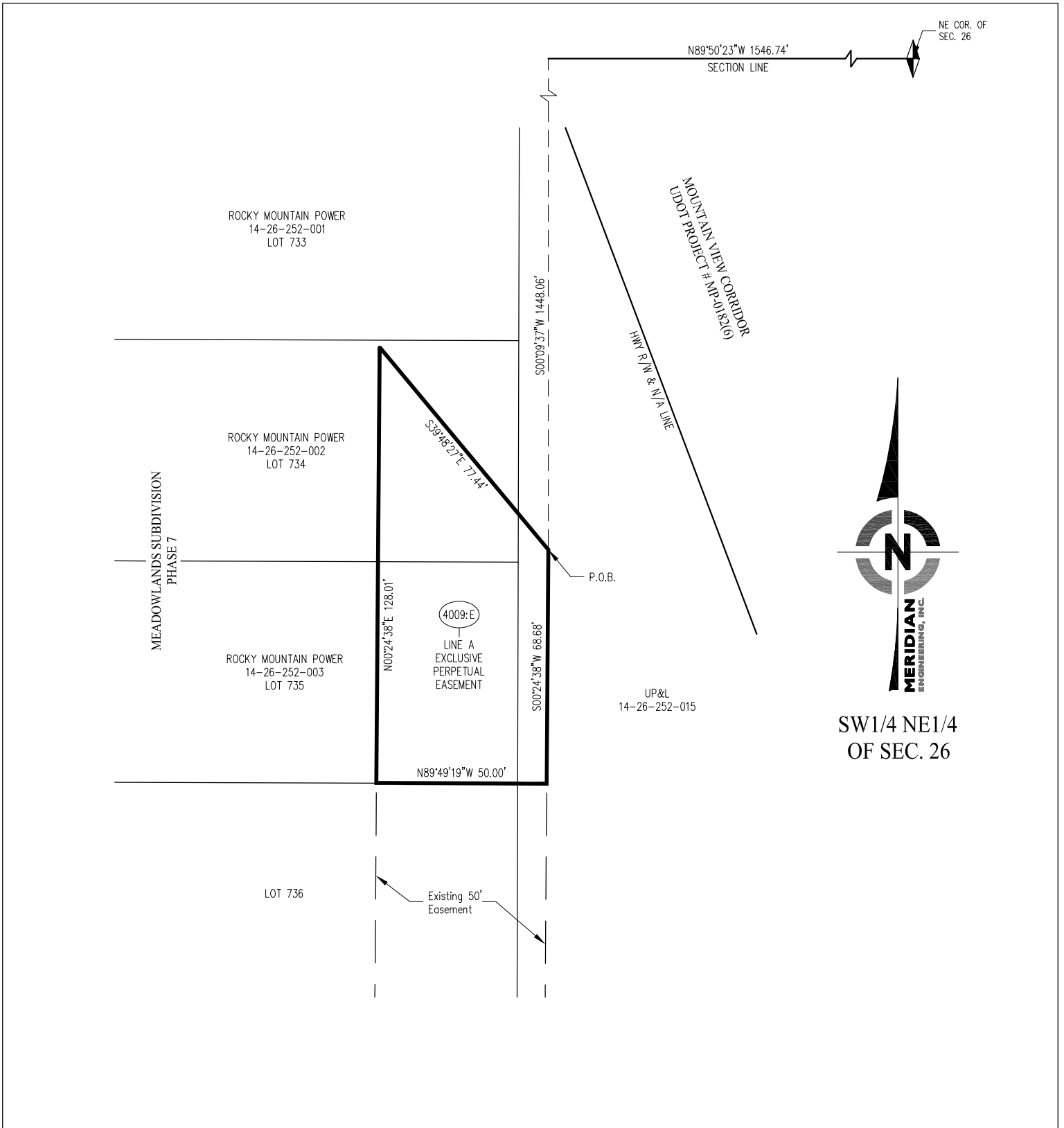
(Easement Description)

Tax ID No's. 14-26-252-002, 14-26-252-003
& 14-26-252-015
Parcel No. 4009:E

An exclusive right-of-way and easement, upon part of an entire tract of property, situate in Lots 734 and 735, Meadowlands Subdivision Phase 7, a subdivision recorded as Entry No. 7530254 in Book 99-12P at Page 324 in the Office of the Salt Lake County Recorder, and in the SW1/4NE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B. & M., in Salt Lake County, Utah. The boundaries of said easement are described as follows:



Beginning at a point 1546.74 feet N.89°50'23"W. along the section line and 1448.06 feet S.00°09'37"W. from the Northeast Corner of said Section 26; and running thence S.00°24'38"W. 68.68 feet to the intersection of the easterly line of the existing Kern River Gas easement and the southerly lot line extended of said Lot 735; thence N.89°49'19"W. 50.00 feet along said southerly lot line extended to the westerly line of said existing easement; thence N.00°24'38"E. 128.01 feet; thence S.39°48'27"E. 77.44 feet to the point of beginning. The above described easement contains 4,917 square feet or 0.113 acre in area, more or less.

EXHIBIT A



4009: E AREA = 4,917 SF, 0.113 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 03/10/2015	EXHIBIT A PORTION SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: GKD	CKD: TB	APP:
					

Recorded at the request of
Kern River Gas Transmission Company
When Recorded Mail to:
Kern River Gas Transmission Company
3683 West 2270 South, Suite C
Salt Lake City, UT 84120
Attn: Cynthia Lowrey

Assessor Parcel Nos. 14-26-252-015, 14-26-276-022

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

This Right-of-Way and Easement Agreement (the “Easement”) is entered into this _____ day _____ of 2015, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, whose address is 1407 West North Temple, Salt Lake City, UT 84140 (“Grantor”) and Kern River Gas Transmission Company, a Texas general partnership, and whose address is 2755 East Cottonwood Parkway, Ste. 300, Salt Lake City, UT 84171 “Grantee”).

RECITALS

A. Grantee is relocating two 36” natural gas pipelines. The location of the relocated pipelines is more particularly described or shown in Exhibits “A” and “B” attached hereto and by this reference made a part of this Easement.

B. Grantor is willing to convey an Easement to Grantee for a relocated pipelines provided that Grantee’s operation, use and maintenance of the relocated pipelines does not interfere with PacifiCorp’s operation, use and maintenance of its existing and future transmission and distribution lines and appurtenances located upon the described parcels of real property. Grantor agrees that its use of the easement area will not interfere with Grantee’s use and rights as provided herein.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the mutual promises and covenants herein contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Conveyance of Easement

1.1 Grant of Easement. Grantor hereby conveys to Grantee a non-exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect, repair, replace, remove, and operate two 36" natural gas pipelines, together with appurtenances, including but not limited to, valves, metering equipment, electrical cable, communications cable, and cathodic equipment and single fiber optic "backbone" communications cable (the "Facilities"), said easement and right-of-way widths are more particularly described in Exhibit "A".

1.2 Limitation of Warranties. Grantor represents that, to the best of its knowledge, it is the owner in fee simple of the land underlying the Easement, but Grantor does not represent that it has made a title review and makes no warranties concerning its ownership

1.3 Encroachment Agreement. By separate document the parties have entered into an agreement (the "Encroachment Agreement" dated August 5, 2002, concerning the Facilities to be located within Grantor's fee owned land or within easements held by Grantor used in connection with Grantor's electric utility operations. The rights granted under this Easement are further defined and limited by the Encroachment Agreement. In the event of a conflict or contradiction between this Easement and the Encroachment Agreement, the terms of the Encroachment Agreement shall govern.

1.4 Ingress and Egress. Grantee shall have a reasonable right of ingress and egress to and from, and access along, said Easement with the right to use existing roads (subject to the restrictions contained in the Encroachment Agreement) for the purpose of constructing, inspecting, repairing, protecting and maintaining the Facilities.

1.5 Right to Clear Vegetation. Grantee shall have the right to cut and keep clear, without payment of damages, all trees, brush and other vegetation that may in Grantee's opinion endanger, hinder or conflict with Grantee's rights hereunder.

2. Construction.

2.1 Restoration. Prior to the construction of the Facilities, and for any and all construction or maintenance work thereafter, Grantee shall segregate all of the topsoil material from other landfill material removed or disturbed in the construction area and shall, within sixty (60) days from the date of completion of the work performed, refill all excavations made by Grantee, grade and replace the topsoil, reseed the area impacted by construction with native grass seed, install erosion control structures, or otherwise restore the land as near as reasonably possible to its pre-construction condition and to Grantor's satisfaction.

2.2 Interference with Grantor's Uses of its Land. Grantee shall not materially or unreasonably interfere with Grantor, its lessees', licensees', and tenants' use of its land during the construction or maintenance of its Facilities to the extent reasonably possible and shall comply with all reasonable requests by Grantor to limit or alter its construction work and timing of such construction and maintenance work to minimize the disturbance to Grantor's use of its land. Grantee shall compensate Grantor, its lessees, licensees, and tenants for all damages to real and personal property caused by the construction, maintenance, repair, replacement or removal of the Facilities.

2.3 As-Built Drawings. Within one year following the completion of the construction of the pipeline, Grantee will complete and provide to Grantor at no cost an as-built survey of the Facilities and any other facilities and appurtenances constructed or located within the Easement.

3. Grantor's Reserved Rights. Grantor reserves the right to use and enjoy the Easement for its own purposes and to convey interests or grant privileges to third parties and without Grantee's consent; provided that any use made by third parties shall not unreasonably interfere with Grantee's rights hereunder and shall comply with safety and encroachment specifications as are standard in the natural gas pipeline industry or required by applicable law or regulation.

4. Abandonment.

4.1 Consent Required. Grantee may abandon and leave all or a portion of its Facilities in place and relinquish all right, title, and interest to such Facilities to Grantor. Grantee shall be deemed to have abandoned its use of the Facilities if such pipelines are not used for the actual transmission of natural gas for a period of five (5) consecutive years.

4.2 Release of Title. If Grantee abandons its Facilities in place as provided in section 4.1 above, Grantee shall execute and record a document of reconveyance and release whereupon this Easement and all rights and privileges herein granted shall be fully canceled and terminated.

5. Compliance with Law. Grantee shall observe and comply with all rules, regulations, and laws now in effect or which may hereafter be enacted during the continuance of this Easement by any governmental entity having jurisdiction over Grantee and its business as conducted upon Grantor's land.

6. Taxes. Grantee shall pay when due all taxes and assessments levied against its improvements built upon Grantor's land, all taxes on personal property brought upon Grantor's land and any taxes that may become due because of the conveyance of this Easement. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such taxes. Grantor shall continue to pay all real property taxes and assessments levied against Grantor's land not caused by Grantee's Facilities thereon and shall indemnify and hold Grantee harmless from any and all liability for the payment of any such taxes and assessments.

7. Indemnification. Grantee shall protect, indemnify and hold harmless Grantor, its subsidiaries, and affiliates and its and their officers, directors, and employees (collectively

"Indemnitees"), from and against any and all losses, claims, liens, demands, and causes of action of every kind and nature, including but not limited to the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnitees or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death, or damages to property, violations of Environmental Laws and Regulations, and all other claim or demands or every character arising directly or indirectly out of Grantee's ingress and egress to Grantor's property or Grantee's use of the Easement, provided that all of the indemnification and save harmless provisions of this Easement exclude any pro rata liability attributable to Grantor's negligence or resulting from acts creating strict liability of Grantor or caused by Grantor's breach of this Easement. This Paragraph shall survive the termination of the easement.

For purposes of this Easement, "Environmental Laws and Regulations" shall mean all present and future federal, state, and local laws and all rules and regulations promulgated hereunder, relating to pollution or protection of the environment.

8. Attorney's Fees and Costs. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party shall be entitled to recover the costs and fees, including without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery, incurred by such party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

9. Integration. It is mutually understood and agreed that this Easement as written covers and includes 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 hereof.

10. Succession. This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the parties.

11. Subject to Existing Rights. This Easement is made subject to any existing easements or rights-of-way or other interests of record and is made without any warranties or representations from Grantor, other than those expressly set forth herein.

12. Authorization. Each Individual executing this Easement does thereby represent and warrant to each other so signing (and to each other entity for which another person may be signing) that he or she had been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.

13. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH

PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Right-of-way and Easement Agreement on the date and year first above written.

DATED this _____ day of _____ 20_____.

Rocky Mountain Power, an unincorporated division of PacifiCorp.

By: _____

Title: _____

ACCEPTED BY:

KERN RIVER GAS
TRANSMISSION COMPANY

By: _____

Title: _____

ACKNOWLEDGMENTS

STATE OF UTAH)

COUNTY OF SALT LAKE)

On the _____ day of _____, 2015, personally appeared before me, _____, who being by me duly sworn says that he/she is a _____, Rocky Mountain Power, an unincorporated division of PacifiCorp, that executed the above and foregoing instrument and that

said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said _____ acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my seal this _____ day of _____, 20____.

My Commission Expires:

NOTARY PUBLIC

STATE OF _____)

COUNTY OF _____)

On the _____ day of _____, 2015, personally appeared before me and being by me duly sworn, did say that he/she 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 _____ acknowledged to me that she/he as such Attorney-in-Fact executed the same.

My Commission Expires:

NOTARY PUBLIC

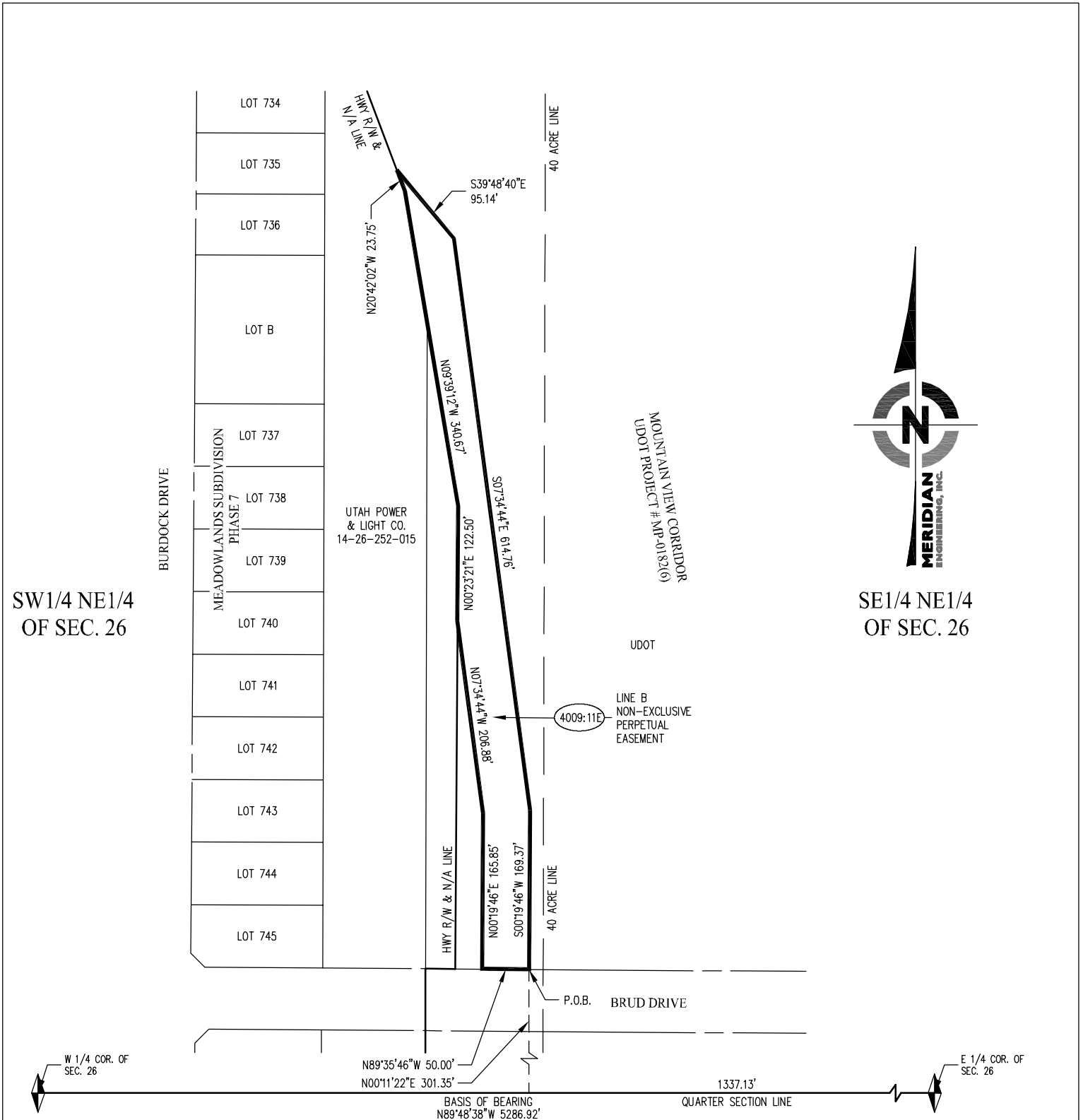
EXHIBIT "A"
(Easement Description)

Tax ID No's. 14-26-252-015, 14-26-276-022
Parcel No. 4009:11E

A perpetual easement, upon part of an entire tract of property in the SW1/4NE1/4 of Section 26, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at the intersection of the northerly right of way line of Brud Drive and the easterly line of the existing Kern River Gas easement, which intersection is 1337.13 feet N.89°48'38"W. along the quarter section line and 301.35 feet N.00°11'22"E. from the East Quarter corner of said Section 26, said intersection is also 193.95 feet radially distant westerly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1843+94.69; and running thence N.89°35'46"W. 50.00 feet along said northerly right of way line to the westerly line of said existing easement; thence N.00°19'46"E. 165.85 feet along said westerly line; thence N.07°34'44"W. 206.88 feet to the westerly right of way and no access line of the Mountain View Corridor; thence along said westerly right of way and no access line the following three (3) courses: (1) N.00°23'21"E. 122.50 feet; thence (2) N.09°39'12"W. 340.67 feet; thence (3) N.20°42'02"W. 23.75 feet to a point 207.43 feet radially distant westerly from said control line opposite engineer station 1852+97.93; thence S.39°48'40"E. 95.14 feet; thence S.07°34'44"E. 614.76 feet to the easterly line of said existing easement; thence S.00°19'46"W. 169.37 feet along said easement to the point of beginning. The above described agreement contains 36,257 square feet in area or 0.832 acre, more or less.

EXHIBIT B



SE 1/4 NE 1/4
OF SEC. 26

4009:11E AREA = 36,257 SF, 0.832 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described utility agreement area.

SCALE: N.T.S.	DATE: 06/03/2015	<p align="center">EXHIBIT B PORTION SEC. 26, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH</p>	BY: GKD	CKD: TB	APP:
