

December 19, 2017

***VIA ELECTRONIC FILING***

Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
Salem, OR 97301-3398

Attn: Filing Center

**RE: UI 361—PacifiCorp’s Real Estate Agreements with Kern River Gas  
Transmission Company—Supplement**

PacifiCorp d/b/a Pacific Power provides notice of certain post-construction amendments to real estate easement agreements between PacifiCorp and Kern River Gas Transmission Company (Kern River), an affiliated interest, in accordance with condition two of Appendix A attached to Order No. 16-099 in docket UI 361. PacifiCorp’s application requesting approval of the contracts underlying the amendments were approved by the Commission on March 8, 2016, in Order No. 16-099. The amendments relate solely to a change in the legal description and map of the subject property.

Kern River owns and operates the Kern River pipeline system, which transports natural gas to California, Nevada, and Utah. Certain of Kern River’s Utah pipelines are in an area being used by the Utah Department of Transportation (UDOT) as part of its Mountain View Corridor Project.<sup>1</sup> Kern River has two pipelines (Pipelines) that encumber PacifiCorp rights of way by virtue of existing permanent easement agreements entered into by PacifiCorp and Kern River in 1991 and 2002. As detailed in PacifiCorp’s December 8, 2015 filing, UDOT required Kern River to relocate portions of these Pipelines to accommodate the Mountain View Corridor. To allow Kern River to accommodate UDOT’s directive, in 2015 PacifiCorp executed amendments to the permanent easement agreements to reflect the relocation alignment. Also in 2015, PacifiCorp executed two new easement agreements with respect to adjacent PacifiCorp parcels that were not previously encumbered.

Subsequently, during construction of Kern Rivers’s pipeline relocation, a previously unknown sewer line was discovered by Kern River and UDOT, requiring a slight adjustment to the designed pipeline location. As a result, the easement locations amended in 2015 required additional amending to facilitate “truing” up of the final as-built location. The true-up involved amending the legal description and map for the four previously executed amendments.

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<sup>1</sup> 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/>.

Public Utility Commission of Oregon

December 19, 2017

Page 2

These amended easement agreements (collectively, the Agreements) were entered into on September 20, 2017, and recorded on October 24, 2017. Copies are attached to this letter as Attachments A through D.

The total amount of PacifiCorp property encumbered by the Pipelines will not change by virtue of the Agreements. No dollars were exchanged for the original 2015 amendment or the necessary post-construction amendments.

Sincerely,

A handwritten signature in black ink, appearing to read "Natasha Siores". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Natasha Siores  
Manager, Regulatory Affairs

Enclosures

**ATTACHMENT A**

**AMENDMENT TO EXCLUSIVE RIGHT-OF-WAY AND EASEMENT  
PARCEL NO. 4009:E**

Return to:  
Rocky Mountain Power  
Lisa Louder/Brad Knoles  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

12642832  
10/24/2017 10:05 AM \$0.00  
Book - 10611 Ps - 9130-9135  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: DBA, DEPUTY - WI 6 P.

## AMENDMENT TO EXCLUSIVE RIGHT-OF-WAY AND EASEMENT

This Amendment to the Exclusive Right-of-Way and Easement Agreement (“Amendment to Easement”) is entered into this 20<sup>th</sup> day of Sept., 2017, 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 sometimes referred to in this Amendment to Easement individually as a “Party” and collectively as the “Parties.”

### RECITALS

- A. Whereas, on October 9th, 2015, Grantor and Grantee entered into that certain Exclusive Right of Way and Easement Agreement, recorded in the Office of the Salt Lake County Recorder as Instrument No. 12166237, Book 10377, Pages 4984-4987 (“Exclusive Easement”), wherein portions of Kern River’s natural gas pipelines were to be relocated to the area described and depicted in the Exclusive Easement.
- B. Whereas, in this Amendment to Easement, the Parties desire to correct and replace the legal descriptions of a certain portion of Kern River’s natural gas pipelines described in the Exclusive Easement to account for discrepancies in Grantee’s planned location of the pipeline and the “as-built” location of the pipeline.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

1. Grantor and Grantee hereby correct and replace that certain legal description and Exhibit contained in Exhibit “A” of the Exclusive Easement relating to that certain parcel labeled 4009:E with the legal description set forth and further depicted in Exhibit A-1 attached hereto.
2. The Exclusive Easement is hereby amended to incorporate a jury waiver clause as follows: **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, OR TO REQUEST THE CONSOLIDATION OF, 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.**

3. Except as expressly set forth herein, all other terms and conditions of the Exclusive Easement shall remain in full force and effect.

GRANTOR:

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

BY: *Douglas N. Bennion*

ITS: *VP Engineering*

**ACKNOWLEDGEMENT**

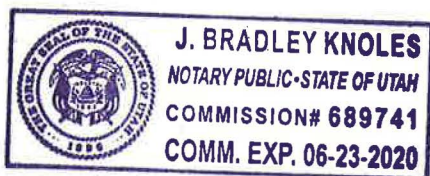
STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

} SS.

I hereby certify that on this 20<sup>th</sup> day of September, 2017, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President 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.



*J. Knoles*  
Notary Public

My commission expires 6-23-2020

GRANTEE:



## **Exhibit "A"**

(Easement Description)

Tax ID No's. 14-26-252-002, 14-26-252-003

& 14-26-252-015

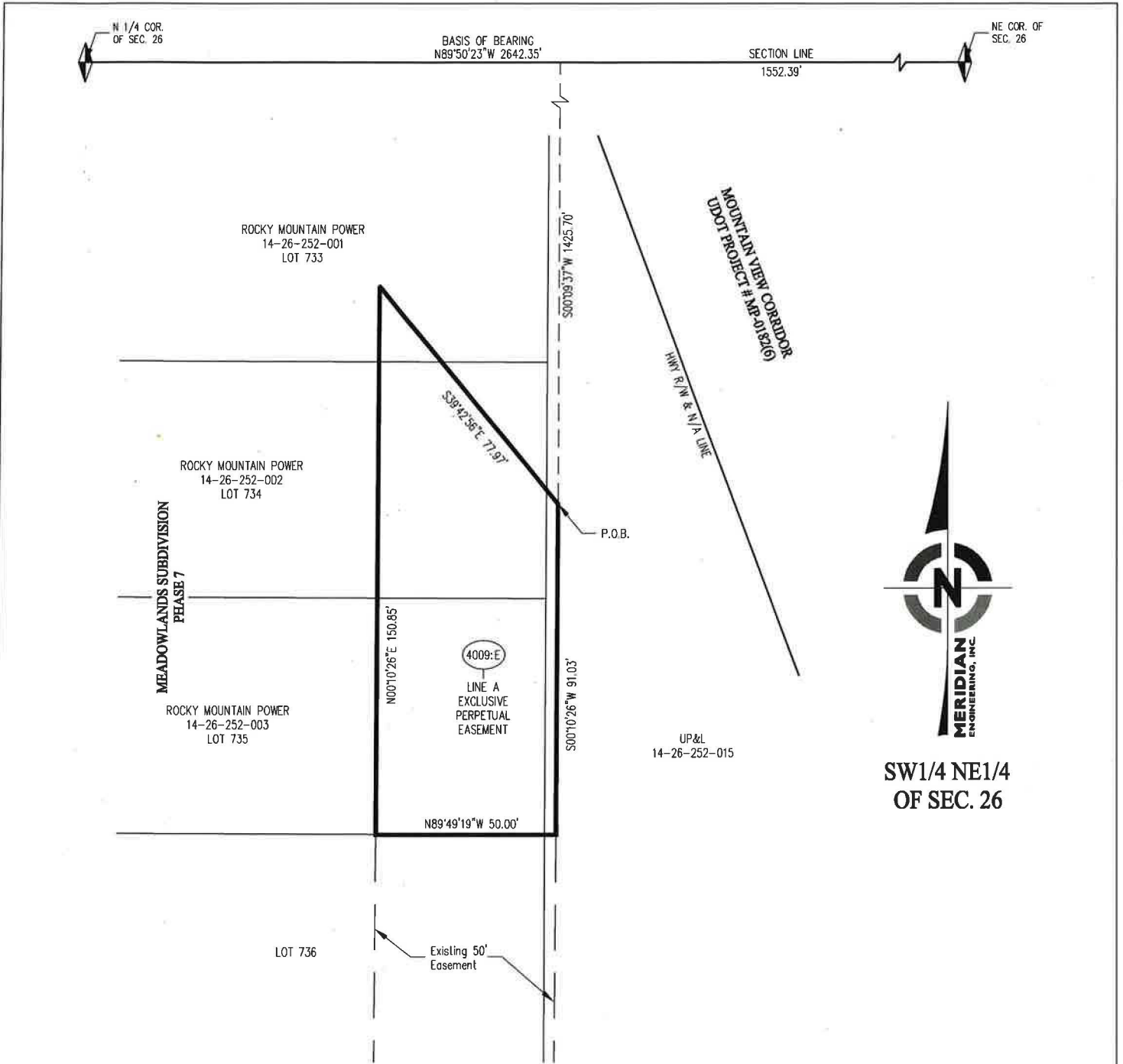
Parcel No. 4009:E

An exclusive right-of-way and easement, upon part of an entire tract of property, situate in Lots 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 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 1552.39 feet N.89°50'23"W. along the section line and 1425.70 feet S.00°09'37"W. from the Northeast Corner of said Section 26; and running thence S.00°10'26"W. 91.03 feet to a point in the southerly lot line extended of said Lot 735; thence N.89°49'19"W. 50.00 feet along said southerly lot line extended; thence N.00°10'26"E. 150.85 feet; thence S.39°42'56"E. 77.97 feet to the point of beginning. The above described easement contains 6,047 square feet or 0.139 acre in area, more or less.

**Exhibit A-1**







SW1/4 NE1/4  
OF SEC. 26

4009:E AREA = 6,047 SF, 0.139 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: 03/21/2016	<b>EXHIBIT A</b> <b>PORTION SEC. 26,</b> <b>T.1S., R.2W., SLB&amp;M</b> <b>SALT LAKE COUNTY, UTAH</b>	BY: GKD	CKD: TB	APP:
					

**ATTACHMENT B**

**AMENDMENT TO EXCLUSIVE RIGHT-OF-WAY AND EASEMENT  
PARCEL NO. 4009:11E**

Return to:  
Rocky Mountain Power  
Lisa Louder/Brad Knoles  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

12642835  
10/24/2017 10:05 AM \$0.00  
Book - 10611 Pg - 9150-9155  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: CBA, DEPUTY - WI 6 P.

## AMENDMENT TO RIGHT-OF-WAY AND EASEMENT

This Amendment to the Right-of-Way and Easement Agreement (“Amendment to Easement”) is entered into this 20<sup>th</sup> day of Sept. 2017, 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 sometimes referred to in this Amendment to Easement individually as a “Party” and collectively as the “Parties.”

### RECITALS

- A. Whereas, on October 2nd, 2015, Grantor and Grantee entered into that certain Kern River Gas Transmission Company Right of Way and Easement Agreement, recorded in the Office of the Salt Lake County Recorder as Instrument No. 12166238, Book 10377, Pages 4988-4995 (“Easement Agreement”), wherein portions of Kern River’s natural gas pipelines were to be relocated to the area described and depicted in the Easement Agreement.
- B. Whereas, in this Amendment to Easement, the Parties desire to correct and replace the legal descriptions of a certain portion of Kern River’s natural gas pipelines described in the Easement Agreement to account for discrepancies in Grantee’s planned location of the pipeline and the “as-built” location of the pipeline.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

1. Grantor and Grantee hereby correct and replace that certain legal description and Exhibit contained in Exhibit “A” of the Easement Agreement relating to that certain parcel labeled 4009:11E with the legal description set forth and further depicted in Exhibit A-1 attached hereto.
2. The Easement Agreement is hereby amended to incorporate a jury waiver clause as follows: **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, OR TO REQUEST THE CONSOLIDATION OF, 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.**

3. Except as expressly set forth herein, all other terms and conditions of the Easement Agreement shall remain in full force and effect..

GRANTOR:

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

BY: Doug Bennion

ITS: VP-Engineering

**ACKNOWLEDGEMENT**

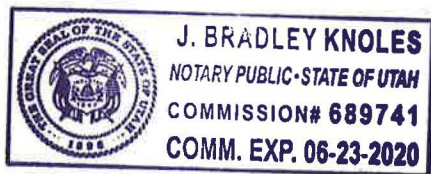
STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

} SS.

I hereby certify that on this 20<sup>th</sup> day of September, 2017, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President 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.



J. Knoles  
Notary Public

My commission expires 6-23-2020

GRANTEE:



**EXHIBIT "A"**  
(Easement Description)

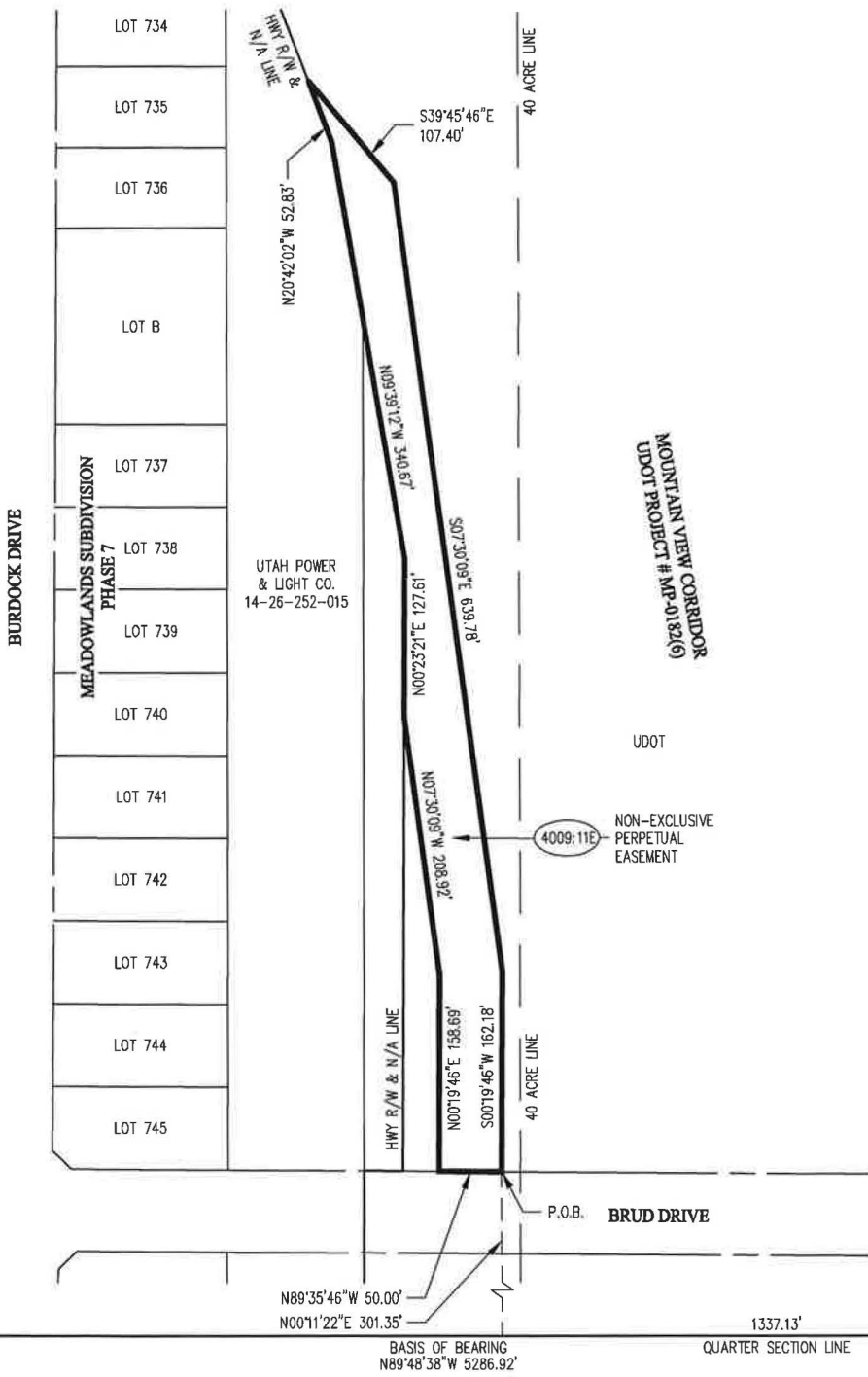
Tax ID No's. 14-26-252-015, 14-26-276-022  
Parcel No. 4009:11E

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. 158.69 feet along said westerly line; thence N.07°30'09"W. 208.92 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. 127.61 feet; thence (2) N.09°39'12"W. 340.67 feet; thence (3) N.20°42'02"W. 52.83 feet to a point 210.77 feet radially distant westerly from said control line opposite engineer station 1853+27.11; thence S.39°45'46"E. 107.40 feet; thence S.07°30'09"E. 639.78 feet to the easterly line of said existing easement; thence S.00°19'46"W. 162.18 feet along said easement to the point of beginning. The above described agreement contains 37,034 square feet in area or 0.850 acre, more or less.

**Exhibit A-1**



SW1/4 NE1/4  
OF SEC. 26



SE1/4 NE1/4  
OF SEC. 26

4009:11E AREA = 37,034 SF, 0.850 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: 03/21/2016	<p align="center"><b>EXHIBIT B</b>  <b>PORTION SEC. 26,</b>  <b>T.1S., R.2W., SLB&amp;M</b>  <b>SALT LAKE COUNTY, UTAH</b></p>	BY: GKD	CKD: TB	APP:
					



**ATTACHMENT C**

**AMENDMENT TO 2015 AMENDED RIGHT-OF-WAY  
AND  
EASEMENT AGREEMENT  
PARCEL NO. 4009:2E**

When Recorded, Return to:  
PacifiCorp  
Attn: Lisa Louder/bknoles  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116

12642833  
10/24/2017 10:05 AM \$0.00  
Book - 10611 Pa - 9136-9142  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: CBA, DEPUTY - WI 7 P.

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

This Amendment to the 2015 Amended Right of Way and Easement Agreement (“Amendment to Amended Easement”) is entered into this 20<sup>th</sup> day of Sept., 2017, 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 sometimes referred to in this Amendment to Amended Easement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. Whereas, Grantor and Grantee entered into that certain Right-of-Way and Easement Agreement on September 9<sup>th</sup>, 1991, recorded in the Office of the Salt Lake County Recorder as Instrument No. 5125257, Book 6355, Pages 1357-1360, and that certain Amended Easement Agreement on September 28<sup>th</sup>, 1995, recorded in Office of the Salt Lake County Recorder as Instrument No. 6204445, Book 7262, Pages 2291-2323 (collectively, the “Existing Easement”).
- B. Whereas, on October 2nd, 2015, Grantor and Grantee entered into that certain 2015 Amended Right-of-Way and Easement Agreement, recorded in the Office of the Salt Lake County Recorder as Instrument No. 12166240, Book 10377, Page 5007-2015 (“Amended Easement”), wherein portions of Kern River’s natural gas pipelines as described in the Amended Easement were to be relocated as described and depicted in the Amended Easement.
- C. Whereas, in this Amendment to Amended Easement, the Parties desire to correct the “as built” legal descriptions of certain portions of Kern River’s natural gas pipelines described in the Amended Easement to account for discrepancies in Grantee’s planned location of the pipeline and the “as-built” location of the pipeline.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

- 1. Grantor and Grantee hereby correct and replace only that certain legal description and Exhibit relating to that certain parcel labeled 4009:2E of the Relocated Pipeline Location (the Relocated Pipeline Location having been described and

depicted in the Amended Easement in Exhibits A and B) with the legal description set forth and further depicted in Exhibits A-1 and B-1 attached hereto.

2. The Existing Easement is hereby amended to incorporate a jury waiver clause as follows: **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, OR TO REQUEST THE CONSOLIDATION OF, 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.**
  
3. Except as expressly set forth herein, all other terms and conditions of the Amended Easement and Existing Easement shall remain in full force and effect, including those legal descriptions for Relocated Pipeline Locations that are not expressly corrected and replaced hereby.

GRANTOR:

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

BY: Douglas N. Beannion

ITS: VP-Engineering

**ACKNOWLEDGEMENT**

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

I hereby certify that on this 20<sup>th</sup> day of September, 2017, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Beannion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President 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.



J. Knoles  
 Notary Public  
 My commission expires 6-23-2020

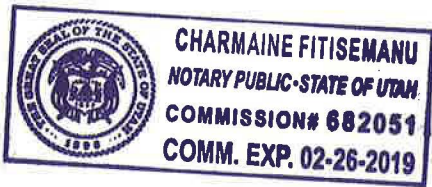
GRANTEE:  
Kern River Gas Transmission Company  
a Texas general partnership


By:  JAH  
Robert S. Checketts  
Vice-President

**ACKNOWLEDGEMENT**

STATE OF UTAH                                     )  
   )  
COUNTY OF SALT LAKE                             )

On this 7<sup>th</sup> day of April, 20 17, personally appeared before me Robert S. Checketts, who being by me duly sworn, did state that he is the Vice-President of Kern River Gas Transmission Company, a Texas general partnership, and that the within and foregoing instrument was signed by authority of Kern River Gas Transmission Company, and Robert S. Checketts acknowledged the instrument to be the free act and deed of Kern River Gas Transmission Company.



  
Notary Public, State of Utah  
My commission expires: 2/26/2019

**Exhibit A-1**

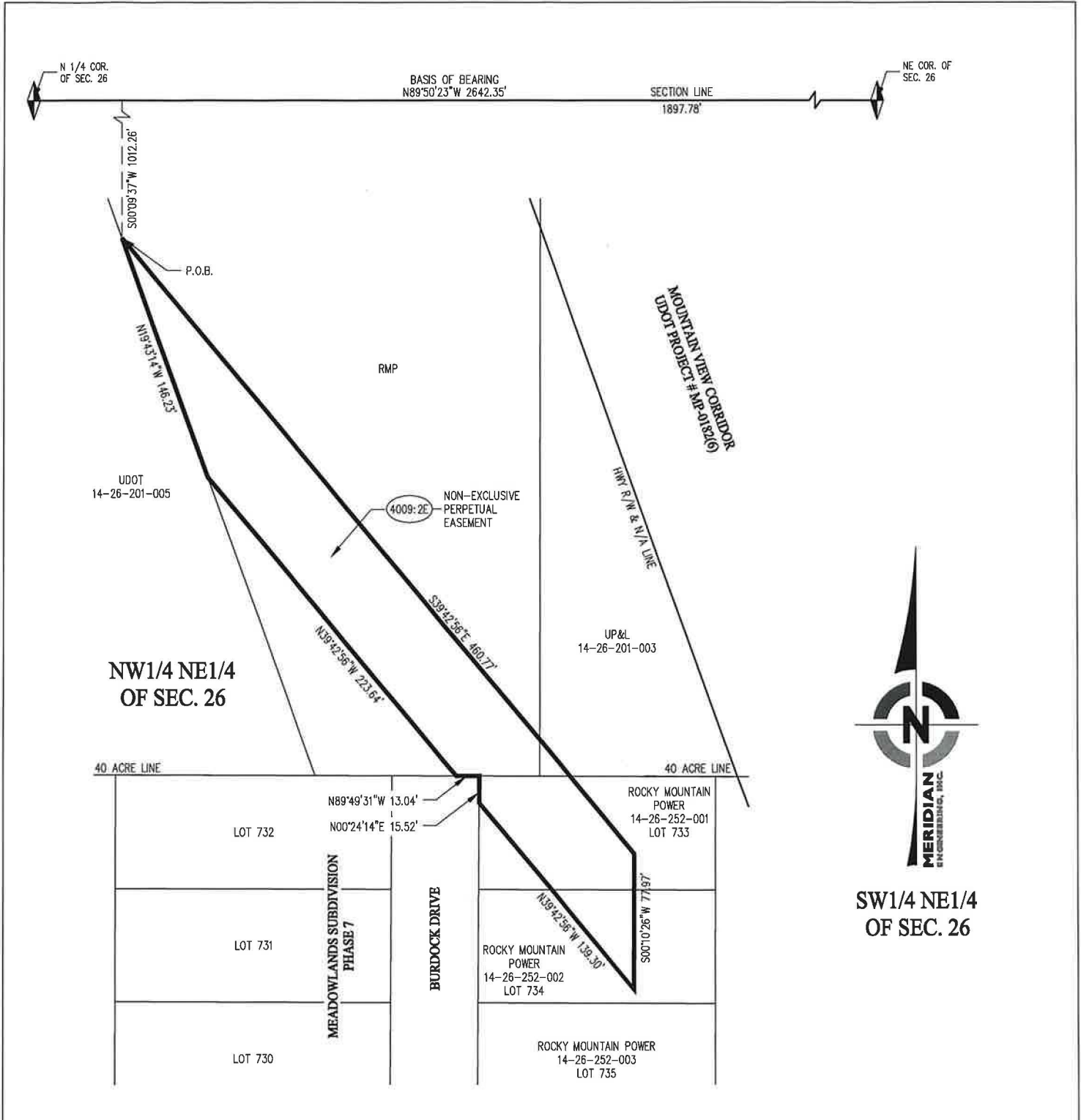
**EXHIBIT "A"**  
(Easement Description)

Tax ID No's 14-26-252-001, 14-26-252-002,  
14-26-201-003, 14-26-201-007  
Parcel No. 4009:2E

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 westerly boundary line of said entire tract, which point is 1897.78 feet N.89°50'23"W. along the section line and 1012.26 feet S.00°09'37"W. from the Northeast Corner of said Section 26; and running thence S.39°42'56"E. 460.77 feet; thence S.00°10'26"W. 77.97 feet; thence N.39°42'56"W. 139.30 feet to the easterly right of way line of Burdock Drive; thence N.00°24'14"E. 15.52 feet along said easterly right of way line to the northwest corner of said Lot 733, thence N.89°49'31"W. 13.04 feet along the northerly subdivision boundary line; thence N.39°42'56"W. 223.64 feet to said westerly boundary line; thence N.19°43'14"W. 146.23 feet along said westerly boundary line to the point of beginning. The above described easement contains 20,999 square feet or 0.482 acre in area, more or less.



**Exhibit B-1**



SW1/4 NE1/4  
OF SEC. 26

4009:2E AREA = 20,999 SF, 0.482 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: 03/21/2016	<b>EXHIBIT A</b> <b>PORTION SEC. 26,</b> <b>T.1S., R.2W., SLB&amp;M</b> <b>SALT LAKE COUNTY, UTAH</b>	BY: GKD	CKD: TB	APP:
					



**ATTACHMENT D**

**AMENDMENT TO 2015 AMENDED RIGHT-OF-WAY  
AND  
EASEMENT AGREEMENT  
PARCEL NO. 4009:3E**

When Recorded, Return to:  
PacifiCorp  
Attn: Lisa Louder/bknoles  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116

12642834  
10/24/2017 10:05 AM \$0.00  
Book - 10611 Pg - 9143-9149  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JASON HENLEY  
SLC UT 84114-8420  
BY: CBA, DEPUTY - WI 7 P.

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

This Amendment to the 2015 Amended Right of Way and Easement Agreement (“Amendment to Amended Easement”) is entered into this 20<sup>th</sup> day of Sept. 2017, 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 sometimes referred to in this Amendment to Amended Easement individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. Whereas, Grantor and Grantee entered into that certain Right-of-Way and Easement Agreement on September 26<sup>th</sup>, 2002 recorded in the Office of the Salt Lake County Recorder as Instrument No. 8378527, Book 8661, Pages 7634-7691 (“Existing Easement”).
- B. Whereas, on October 2nd, 2015, Grantor and Grantee entered into that certain 2015 Amended Right-of-Way and Easement Agreement, recorded in the Office of the Salt Lake County Recorder as Instrument No. 12166239, Book 10377, Page 4996-5006 (“Amended Easement”), wherein portions of the natural gas pipelines as described in the Amended Easement were to be relocated to a new alignment as further described and depicted in the Amended Easement.
- C. Whereas, in this Amendment to Amended Easement, the Parties desire to correct the “as built” legal descriptions of certain portions of the natural gas pipelines described in the Amended Easement to account for discrepancies in Grantee’s planned location of the pipeline and the “as-built” location of the pipeline.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

1. Grantor and Grantee hereby correct and replace only that certain legal description and Exhibit relating to that certain parcel labeled 4009:3E of the Relocated Pipeline Location (the Relocated Pipeline Location having been described and depicted in the Amended Easement in Exhibits A and B) with the legal descriptions set forth and further depicted in Exhibits A-1 and B-1 attached hereto.

2. The Existing Easement, is hereby amended to incorporate a jury waiver clause as follows: **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, OR TO REQUEST THE CONSOLIDATION OF, 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.**
  
3. Except as expressly set forth herein, all other terms and conditions of the Amended Easement and Existing Easement shall remain in full force and effect, including those legal descriptions for Relocated Pipeline Locations that are not expressly corrected and replaced hereby.

GRANTOR:

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

BY: *Douglas N. Bennion*

ITS: *VP-Engineering*

**ACKNOWLEDGEMENT**

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

I hereby certify that on this 20th day of September, 2017, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President 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.



*J. Bradley Knoles*  
 Notary Public  
 My commission expires 6-23-2020



Exhibit A-1

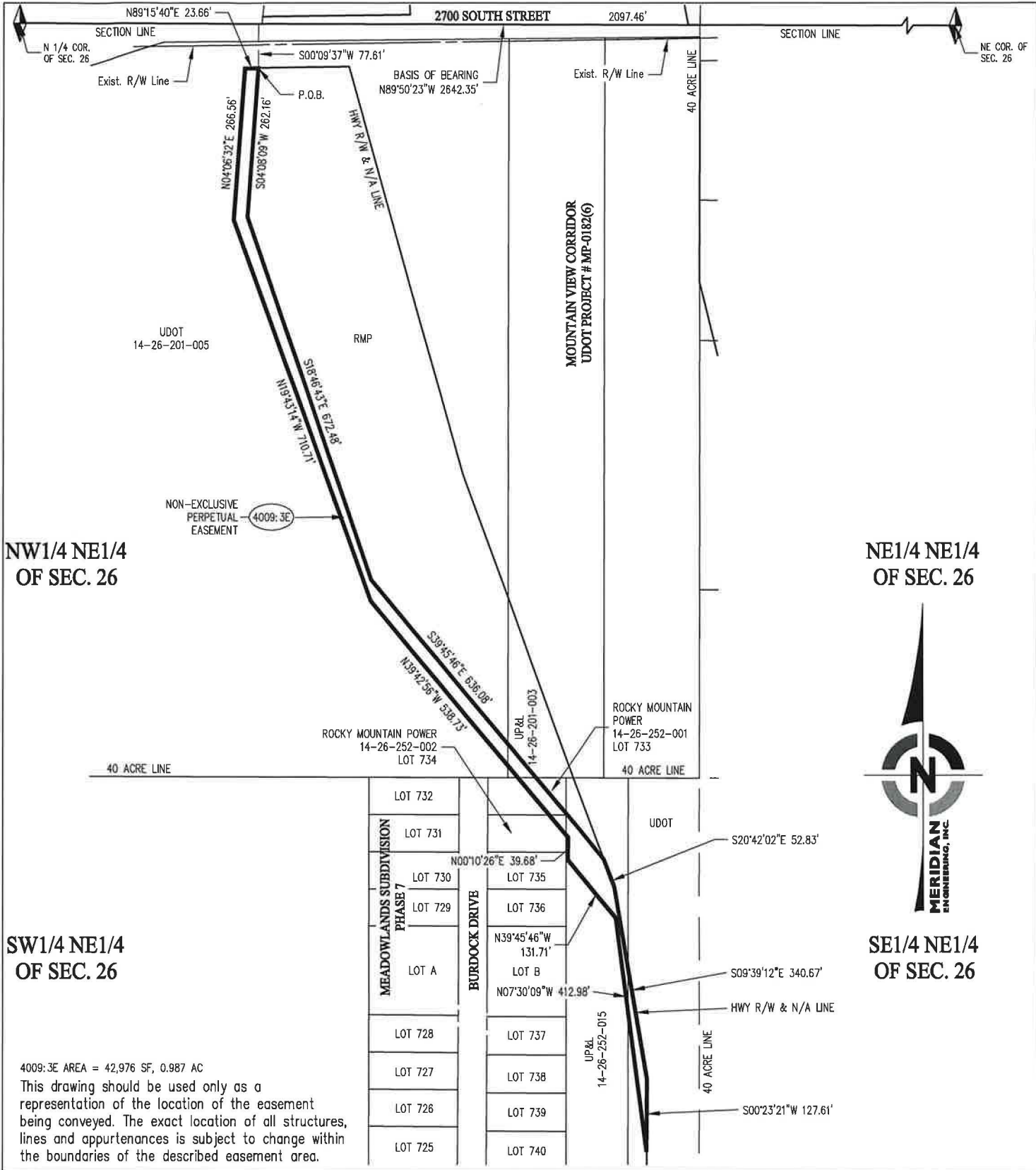
**EXHIBIT "A"**  
(Easement Description)

Tax ID No's. 14-26-252-015, 14-26-252-001,  
14-26-252-002, 14-26-201-003, 14-26-201-007  
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. 672.48 feet; thence S.39°45'46"E. 636.08 feet to the westerly highway Right of Way Line and No-Access Line of said Mountain View Corridor; thence S.20°42'02"E. 52.83 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. 127.61 feet along said Right of Way Line and No-Access Line; thence N.07°30'09"W. 412.98 feet; thence N.39°45'46"W. 131.71 feet; thence N.00°10'26"E. 39.68 feet; thence N.39°42'56"W. 538.73 feet to the westerly boundary line of said entire tract; thence N.19°43'14"W. 710.71 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 42,976 square feet or 0.987 acre in area, more or less.

Exhibit B-1



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 = 42,976 SF, 0.987 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: 03/21/2016

**EXHIBIT A**  
**PORTION SEC. 26,**  
**T.1S., R.2W., SLB&M**  
**SALT LAKE COUNTY, UTAH**

BY: GKD      CKD: TB      APP:

