



*R. Jeff Richards
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October 9, 2015

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Gary Widerburg
Commission Secretary
Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, Utah 84111

Re: PacifiCorp Notice of Affiliate Transaction
Docket No. 05-035-54

Dear Mr. Widerburg:

Pursuant to Commitment U3(2), incorporated in the Public Service Commission of Utah's *Report and Order* approving the *Acquisition of PacifiCorp by MidAmerican Energy Holdings Company* (now known as Berkshire Hathaway Energy Company or "BHE"), issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, Rocky Mountain Power d.b.a. PacifiCorp hereby provides written notice of an affiliate interest transaction with Kern River Gas Transmission Company ("Kern River").

PacifiCorp and Kern River are both wholly-owned, indirect subsidiaries of BHE. BHE's ownership interest in both PacifiCorp and Kern River may create an affiliated interest in some PacifiCorp jurisdictions

Kern River owns and operates the Kern River pipeline system, which transports natural gas to California, Nevada and Utah. Kern River has two pipelines (the "Pipelines") that currently encumber PacifiCorp rights of way by virtue of existing permanent easement agreements entered into by PacifiCorp and Kern River in 1991 and 2002. Portions of PacifiCorp's rights of way are being relocated to facilitate the Utah Department of Transportation's ("UDOT's") Mountain View Corridor Project.¹ UDOT is also requiring Kern River to relocate portions of the Pipelines. To allow Kern River to accommodate UDOT's directive, PacifiCorp will execute amendments to the permanent easement agreements to reflect the relocation alignment. PacifiCorp will also execute two new easement agreements with respect to adjacent PacifiCorp parcels that have not been previously encumbered. These amendments and new easement agreements (collectively the "Agreements") are attached to this letter as Exhibits "A" through "D."

As currently configured, the Pipelines encumber approximately 6.6 acres of PacifiCorp property. After giving effect to the transactions contemplated in the Agreements, the Pipelines will encumber approximately 5.1 acres of PacifiCorp property. Because the net encumbrance upon PacifiCorp property is decreasing, there will be no additional real estate charge associated

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/>.

Gary Widerburg
Notice of Affiliate Transaction
October 9, 2015

with the Agreements. However, Kern River will pay PacifiCorp \$28,822 pursuant to a separate Temporary Construction Workspace Easement ("Construction Easement") to compensate PacifiCorp for the construction access and impact associated with relocation. The Construction Easement was the subject of a separate notice filed by PacifiCorp on September 8, 2015.

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

Please do not hesitate to contact me if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "R. Jeff Richards", with a stylized, cursive script.

R. Jeff Richards
Vice President and General Counsel
PacifiCorp

Enclosures

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT
PARCEL NO. 4009:E

Recorded at the request of
Kem River Gas Transmission Company

When Recorded Mail to:
Kem 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

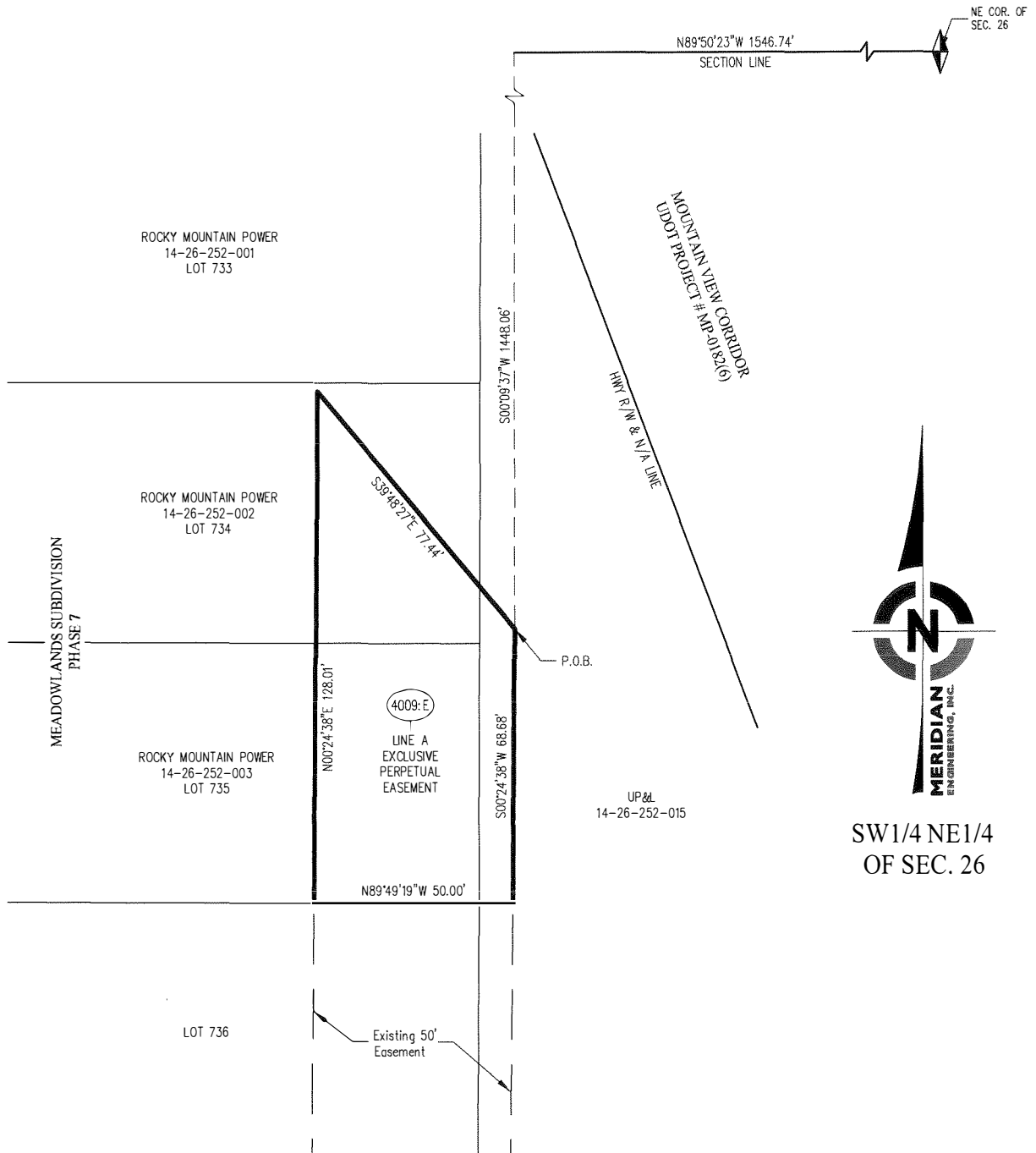
& 14-26-252-015

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



SW1/4 NE1/4
OF SEC. 26

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:



MERIDIAN
ENGINEERING, INC.
9217 SOUTH BIRCHWOOD ROAD SUITE A
WEST JORDAN, UTAH 84088
PHONE (801) 566-1315 FAX (801) 566-1319



ATTACHMENT B
EXCLUSIVE RIGHT-OF-WAY AND EASEMENT
PARCEL NO. 4009:11E

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

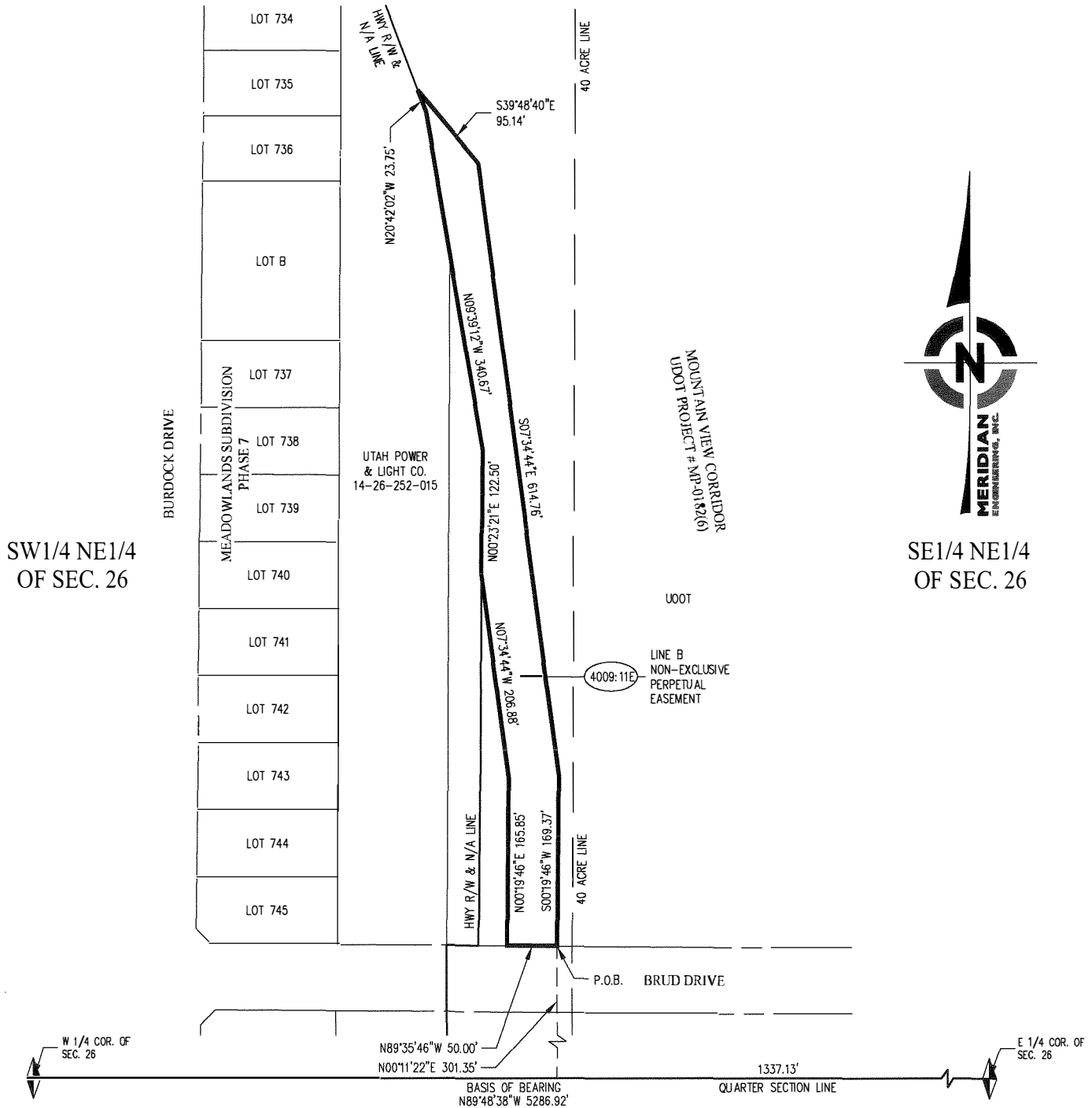
EXHIBIT "A"
(Easement Description)

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



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



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

BY: GKD

CKD: TB

APP:



ATTACHMENT C

2015 AMENDED RIGHT-OF-WAY AND
EASEMENT AGREEMENT
(AMENDMENT TO 1991 KERN RIVER TRANSMISSION COMPANY RIGHT-
OF WAY AND EASEMENT AGREEMENT)

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)

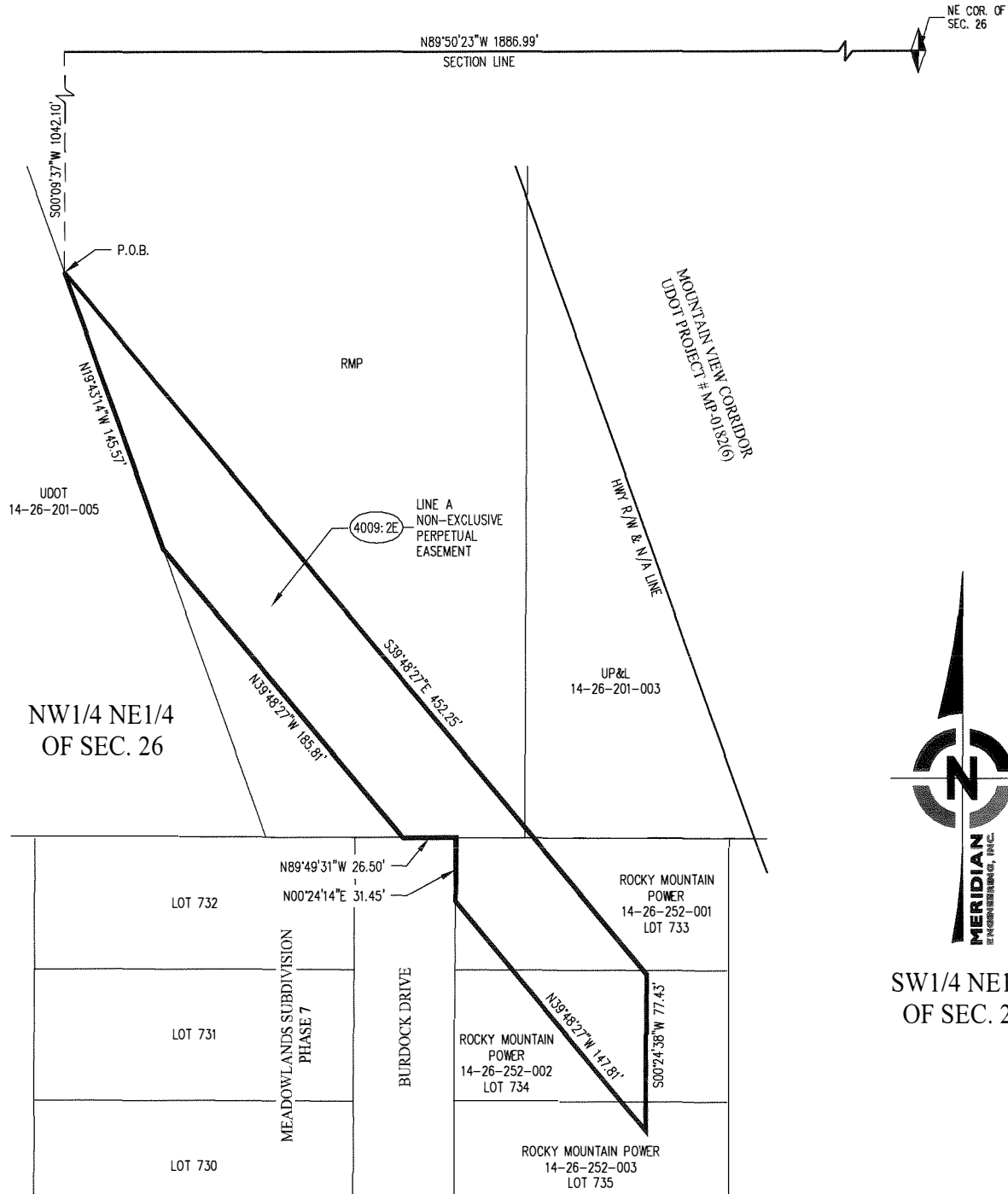
Tax ID No. 14-23-251-010

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

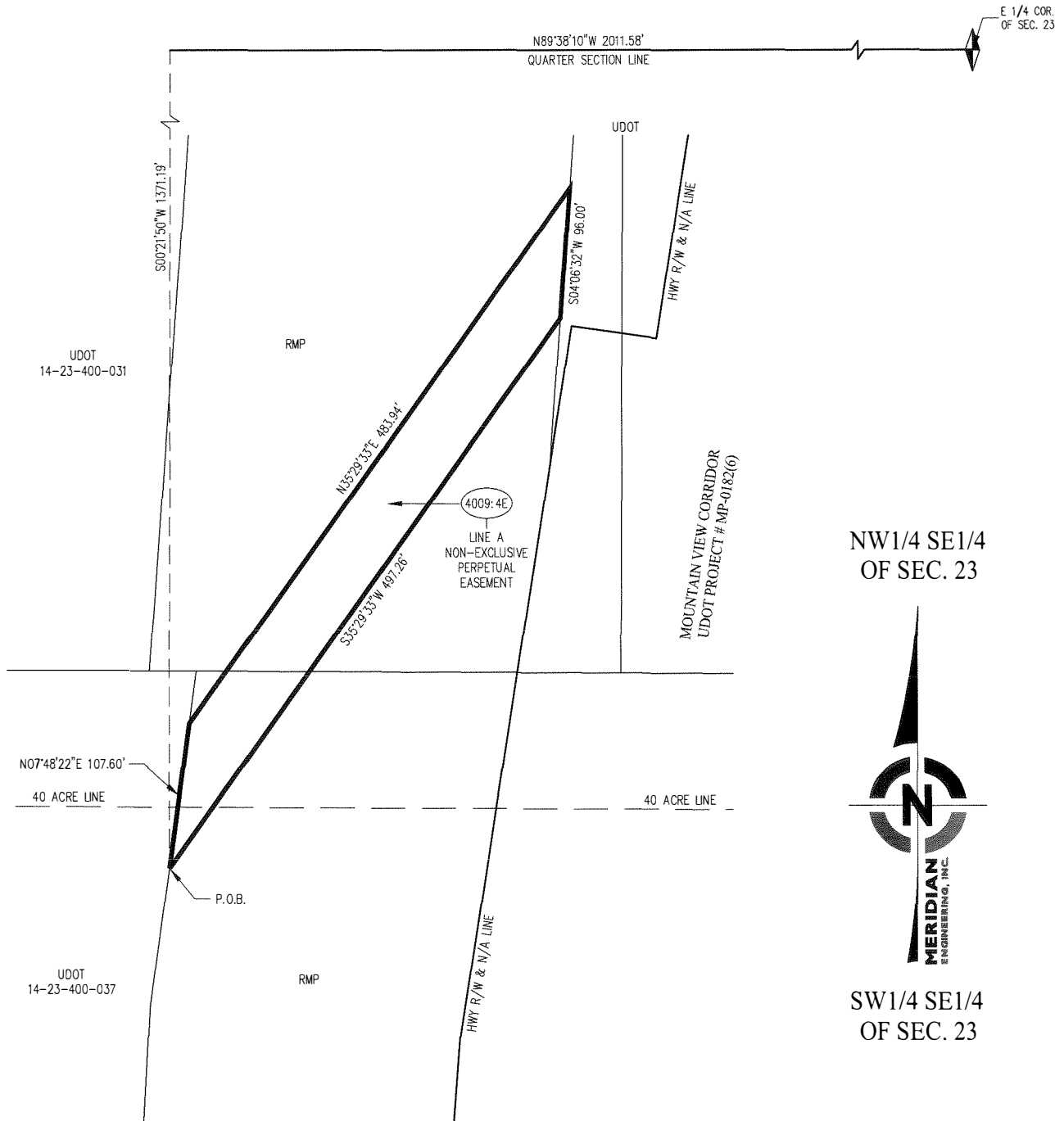
BY: GKD

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:



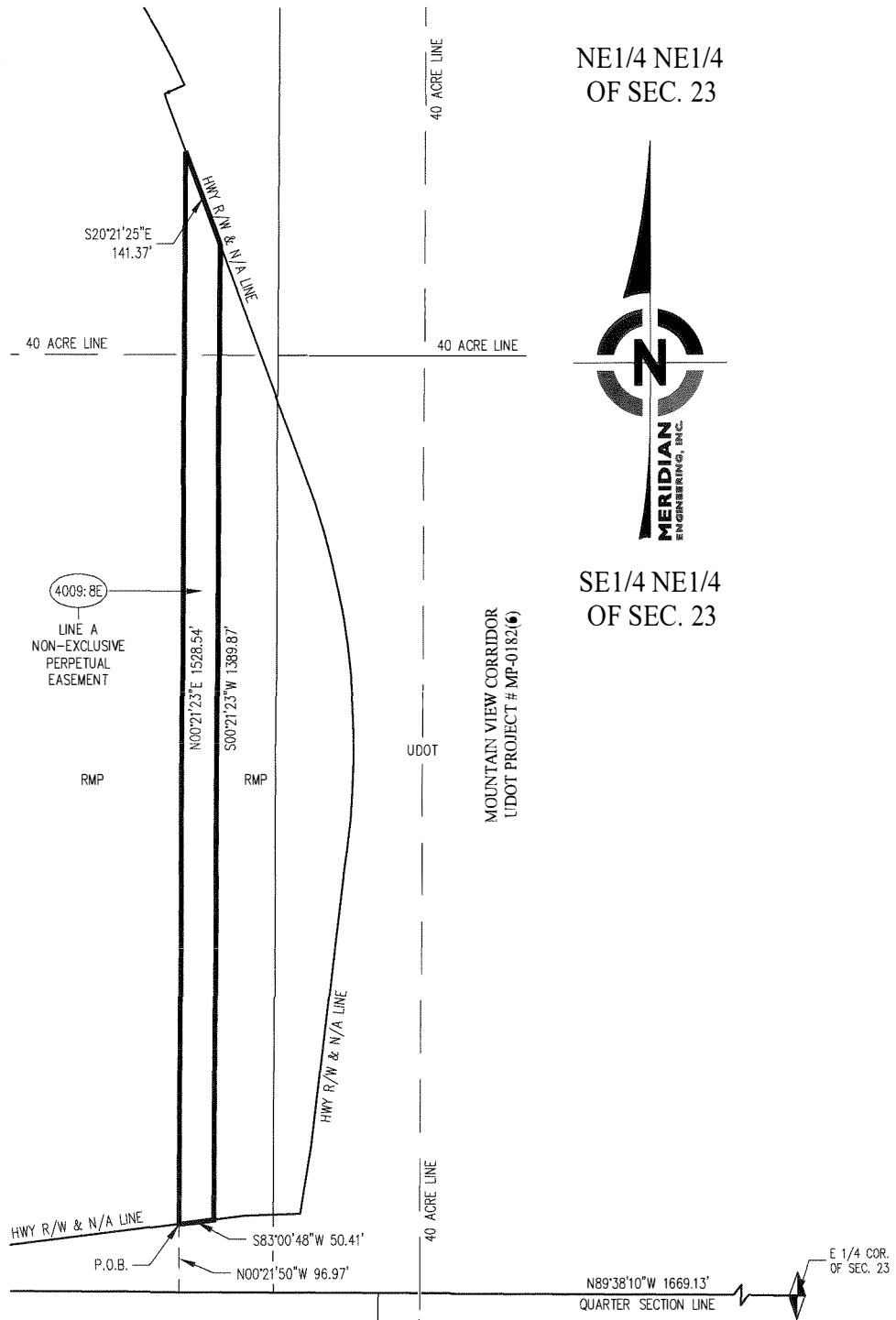
EXHIBIT "B"
(Amended Map of Existing Easement)

NW1/4 NE1/4
OF SEC. 23

NE1/4 NE1/4
OF SEC. 23

SW1/4 NE1/4
OF SEC. 23

SE1/4 NE1/4
OF SEC. 23



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 D

2015 AMENDED RIGHT-OF-WAY AND
EASEMENT AGREEMENT
(AMENDMENT TO 2002 KERN RIVER TRANSMISSION COMPANY RIGHT-
OF WAY AND EASEMENT AGREEMENT)

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)

} 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"
(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.

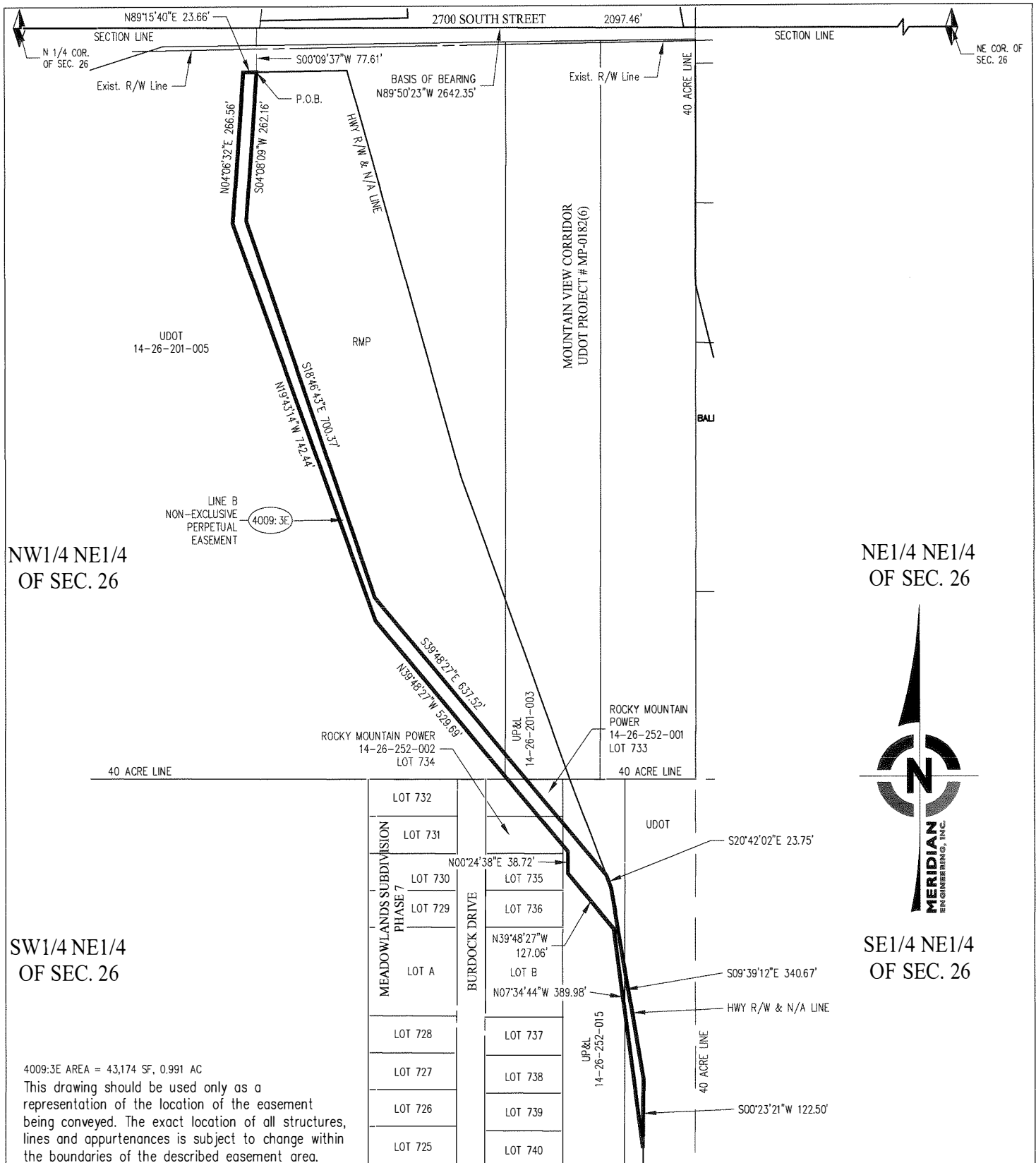
TOGETHER WITH:

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)



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



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. 26,
 T.1S., R.2W., SLB&M
 SALT LAKE COUNTY, UTAH

BY: GKD

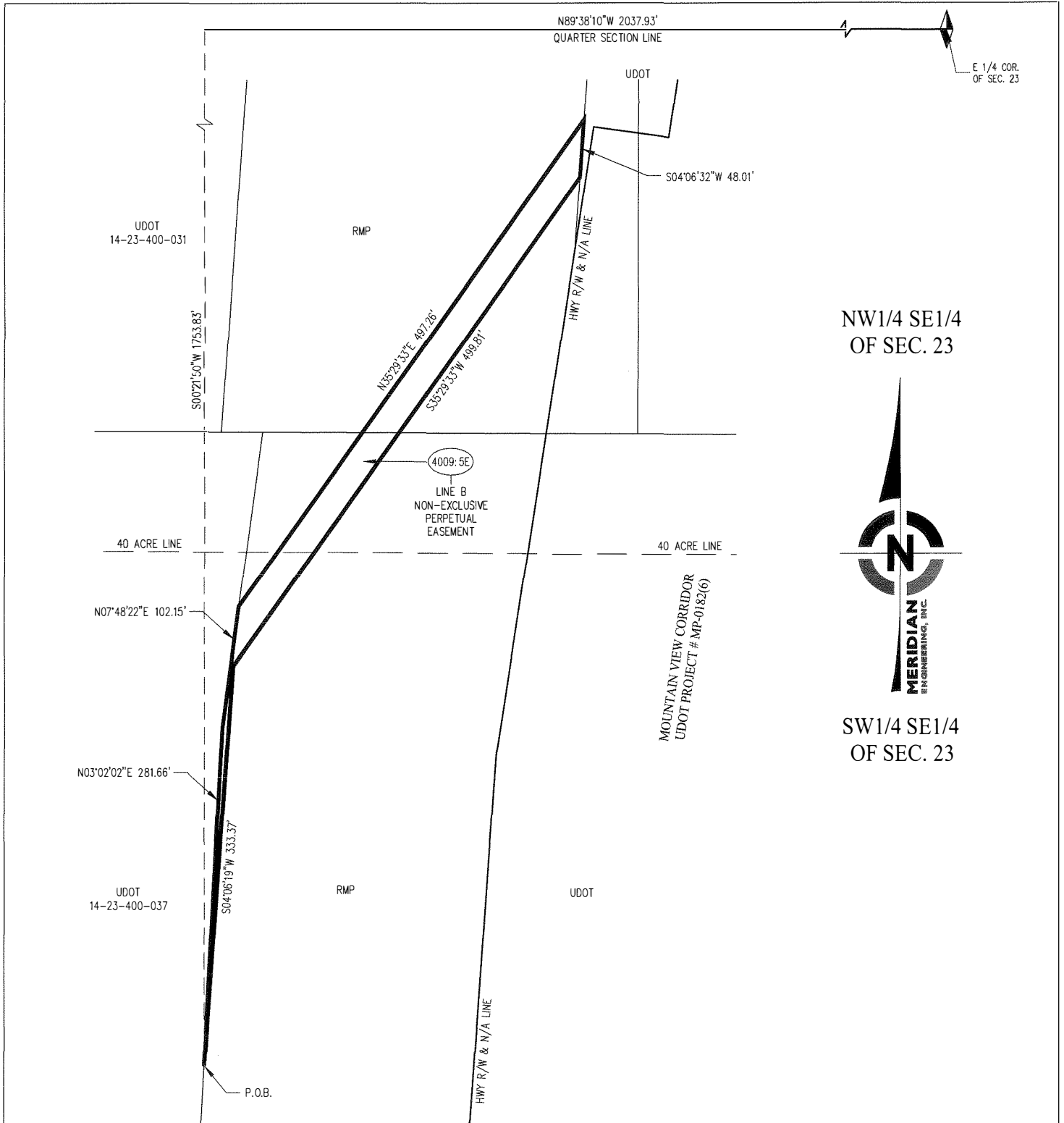
CKD: TB

APP:



Kern River
 GAS TRANSMISSION COMPANY
A MIDAMERICAN ENERGY HOLDINGS COMPANY

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



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

BY: GKD

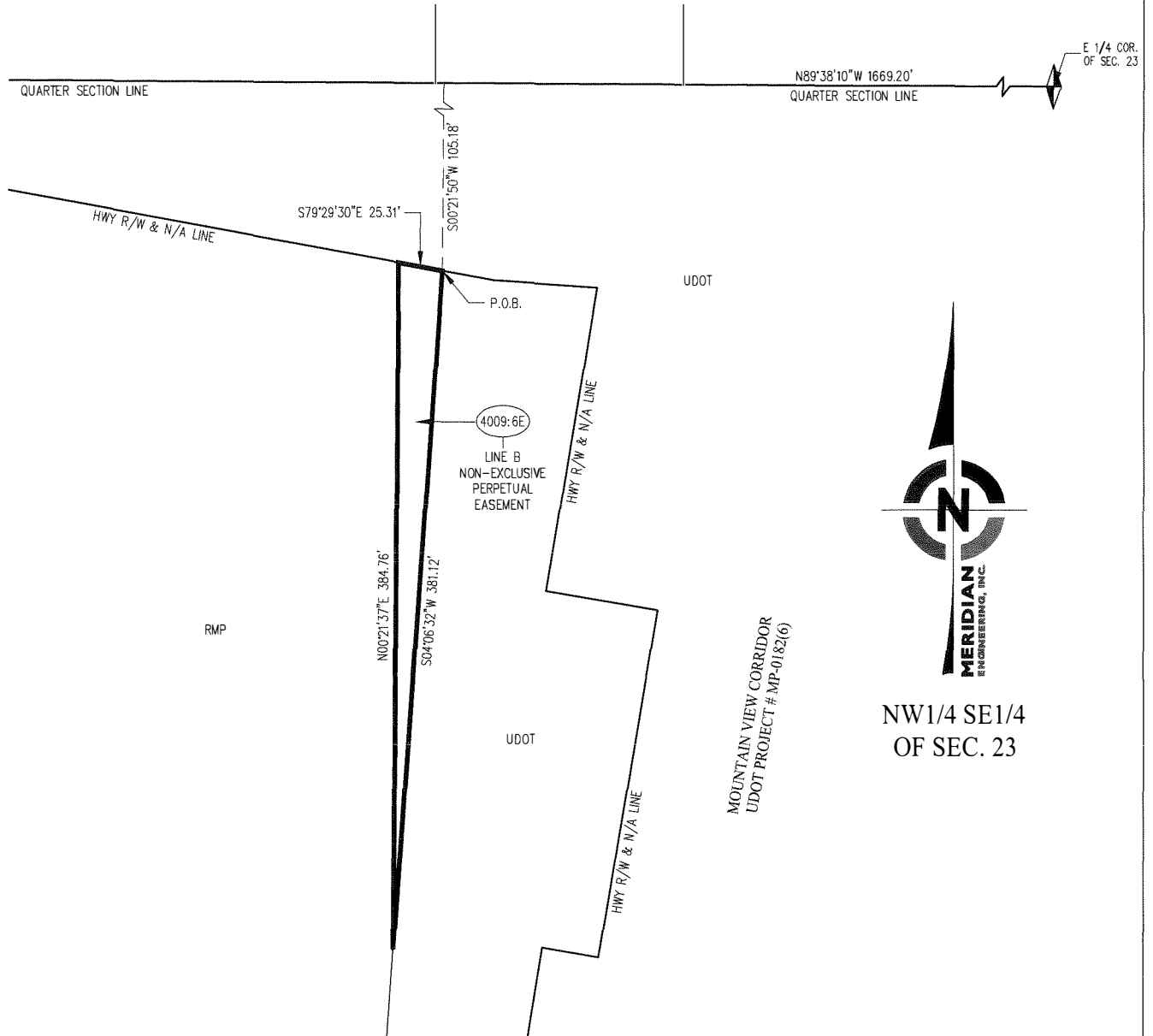
CKD: TB

APP:



EXHIBIT "B"

(Amended Map of Existing Easement)



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



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

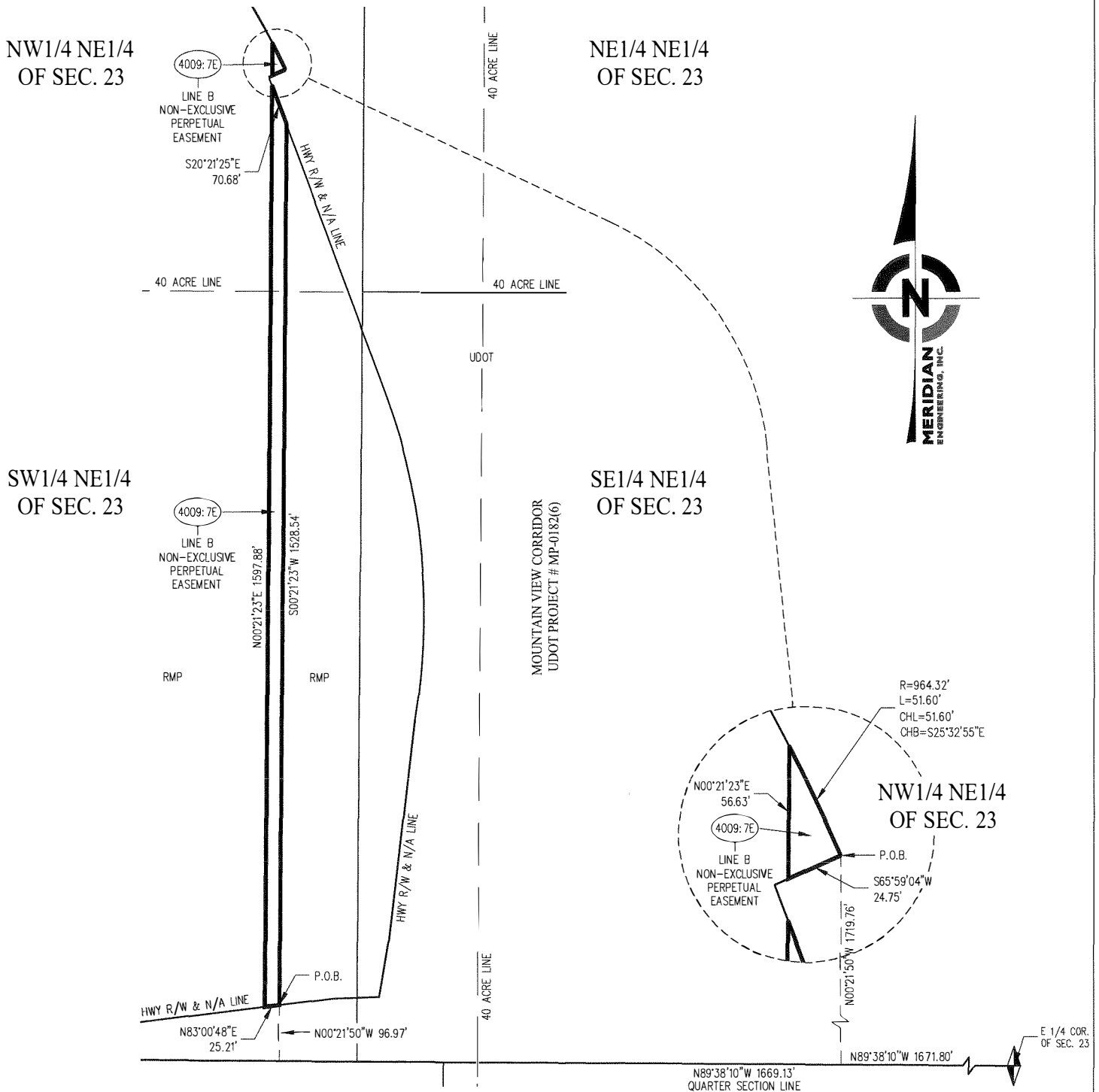
BY: GKD

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



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

BY: GKD

CKD: TB

APP:

