



*R. Jeff Richards
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September 15, 2017

VIA ELECTRONIC FILING

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* (MEHC), issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, Rocky Mountain Power d.b.a. PacifiCorp hereby provides notice of an affiliate transaction with Kern River Gas Transmission Company (Kern River), relating to certain post-construction amendments to real estate easement agreements between the companies. The contracts underlying the current proposed amendments were filed with the Commission as part of an affiliate transaction notice filing on October 8, 2015. The proposed amendments relate solely to change in the legal description, and map, of the subject property.

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). Kern River is also a wholly-owned indirect subsidiary of BHE. Therefore, BHE's ownership interest in PacifiCorp and Kern River creates an affiliated interest relationship between PacifiCorp and Kern River in some PacifiCorp jurisdictions.

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.¹ 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 the Company's October 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 the Company executed amendments to the permanent easement agreements to reflect the relocation alignment. Also in 2015, PacifiCorp executed two

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/>.

Utah Public Service Commission
Notice of Affiliate Transaction
September 15, 2017

new easement agreements with respect to adjacent PacifiCorp parcels that were not previously encumbered.

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

These amended easement agreements (collectively, the Agreements) are attached to this letter as Exhibits A through D.

After giving effect to the transactions contemplated in the Agreements, the Pipelines will continue to encumber approximately 5.1 acres of PacifiCorp property. No dollars were exchanged for the original 2015 amendment, and no monetary compensation is proposed for the necessary post-construction amendments.

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 not change 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,



R. Jeff Richards
Vice President and General Counsel
PacifiCorp

Enclosures

cc: Chris Parker, DPU
Michele Beck, OCS

EXHIBIT A

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

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 ____ day of ____, 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: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this _____ day of _____, 2017, 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
a Texas general partnership

By: *[Signature]*

Robert S. Checketts
Vice-President

ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this THU 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.



[Signature]
Notary Public, State of Utah

My commisison expires: 2-26-2019

Exhibit "A"

(Easement Description)

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

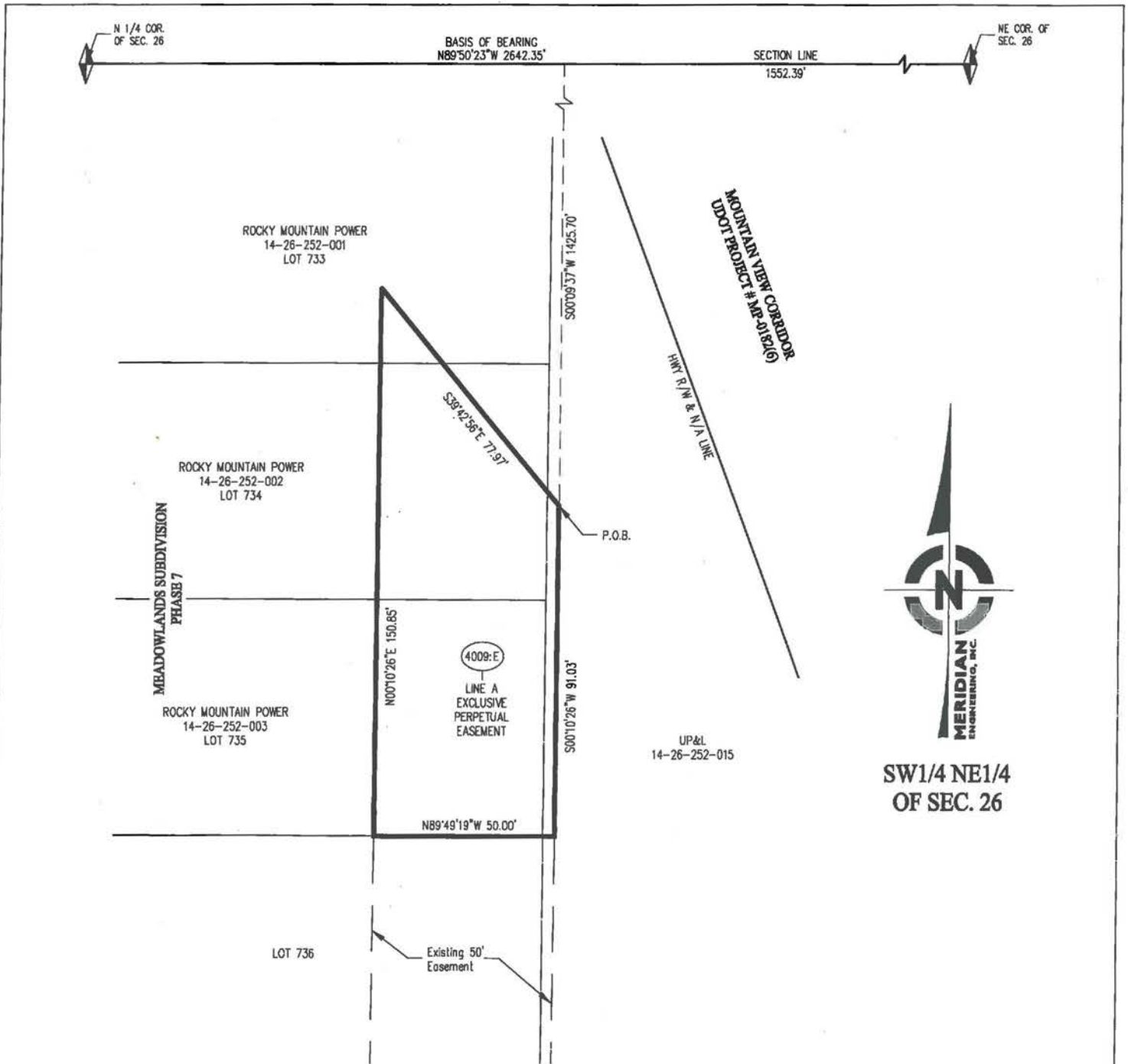
& 14-26-252-015

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



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

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

BY: GKD CKD: TB APP:



EXHIBIT B

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

AMENDMENT TO RIGHT-OF-WAY AND EASEMENT

This Amendment to the Right-of-Way and Easement Agreement ("Amendment to Easement") is entered into this ____ day of _____ 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: _____

ITS: _____

ACKNOWLEDGEMENT

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

} SS.


I hereby certify that on this _____ day of _____, 2017, 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
a Texas general partnership

By:


Robert S. Checketts
Vice-President


ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 7th day of April, 2017, 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 commisison expires: 2/26/2019

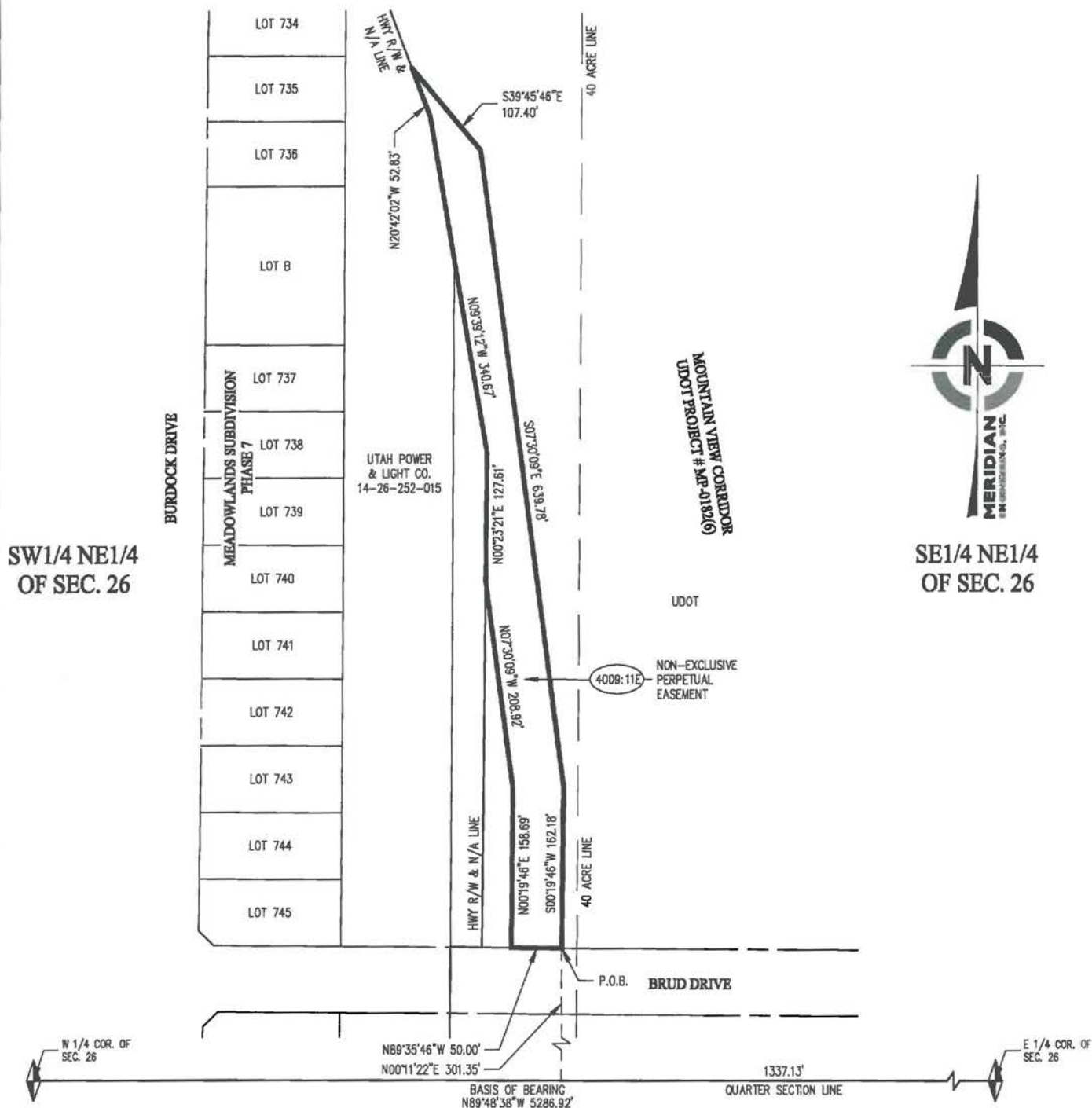
EXHIBIT "A"
(Easement Description)

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



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

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

BY: GKD

CKD: TB

APP:



EXHIBIT C

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

**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 ____ day of ____, 20__, 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 9th, 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 28th, 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: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this _____ day of _____, 2017, 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
a Texas general partnership

By: Robert S. Checketts JAH

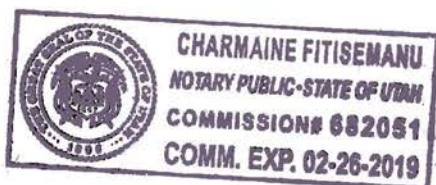
Robert S. Checketts
Vice-President

ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this 7th 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.



Charmaine Fitsemanu
Notary Public, State of Utah

My commission expires: 2/26/2019

Exhibit A-1

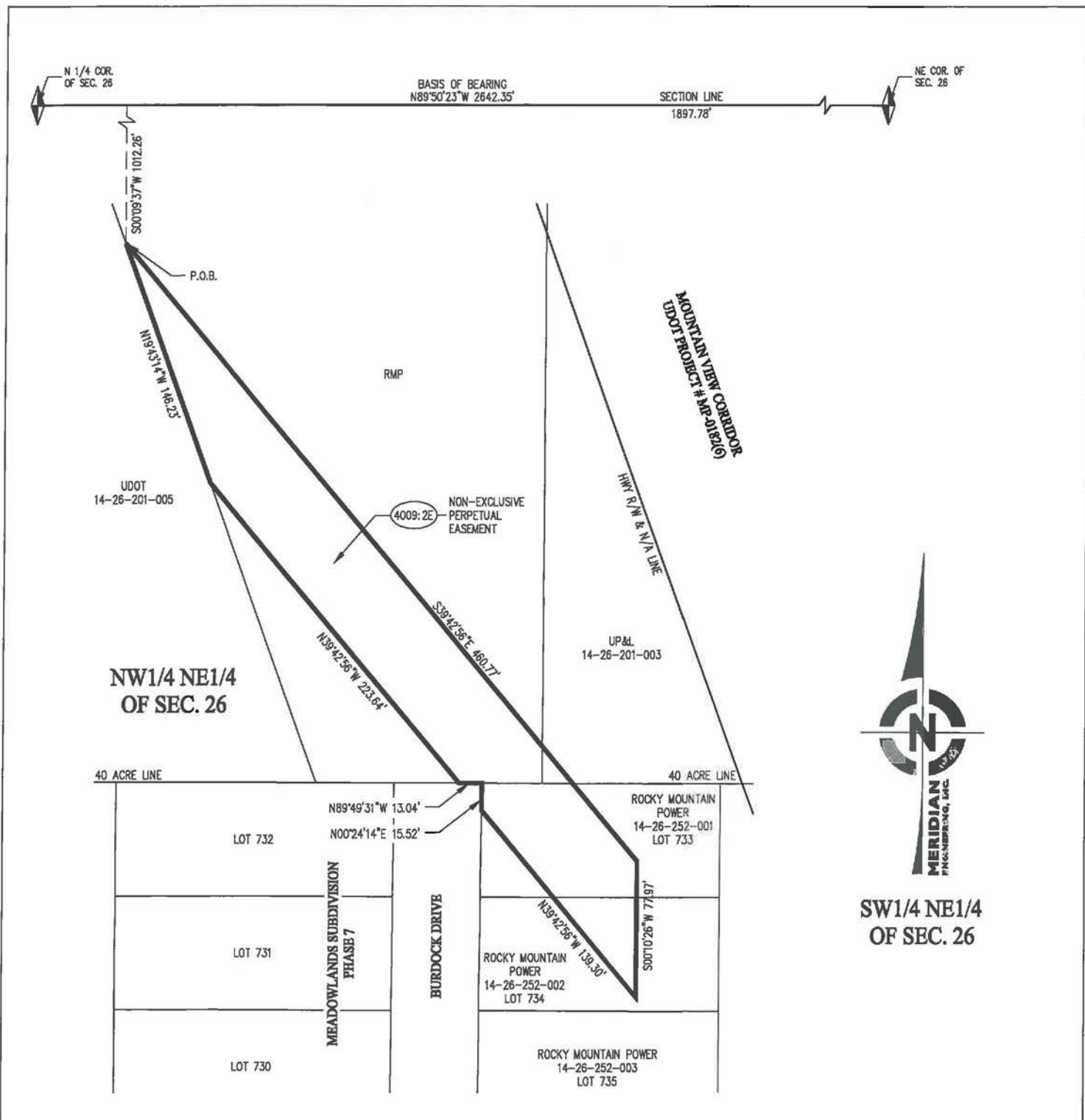
EXHIBIT "A"
(Easement Description)

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



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

BY: GKD CKD: TB APP:



EXHIBIT D

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

**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 ____ day of ____ 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 26th, 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: _____

ITS: _____

ACKNOWLEDGEMENT

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

I hereby certify that on this _____ day of _____, 2017, 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
a Texas general partnership

By: *Robert S. Checketts* *JAH*

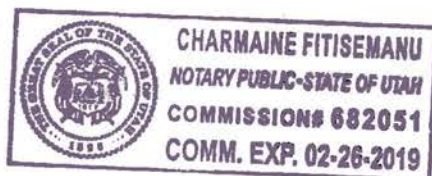
Robert S. Checketts
Vice-President

ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF SALT LAKE)

On this *THU* 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.



Charmaine Fitsemanu
Notary Public, State of Utah

My commisison expires: *2/26/2019*

Exhibit A-1

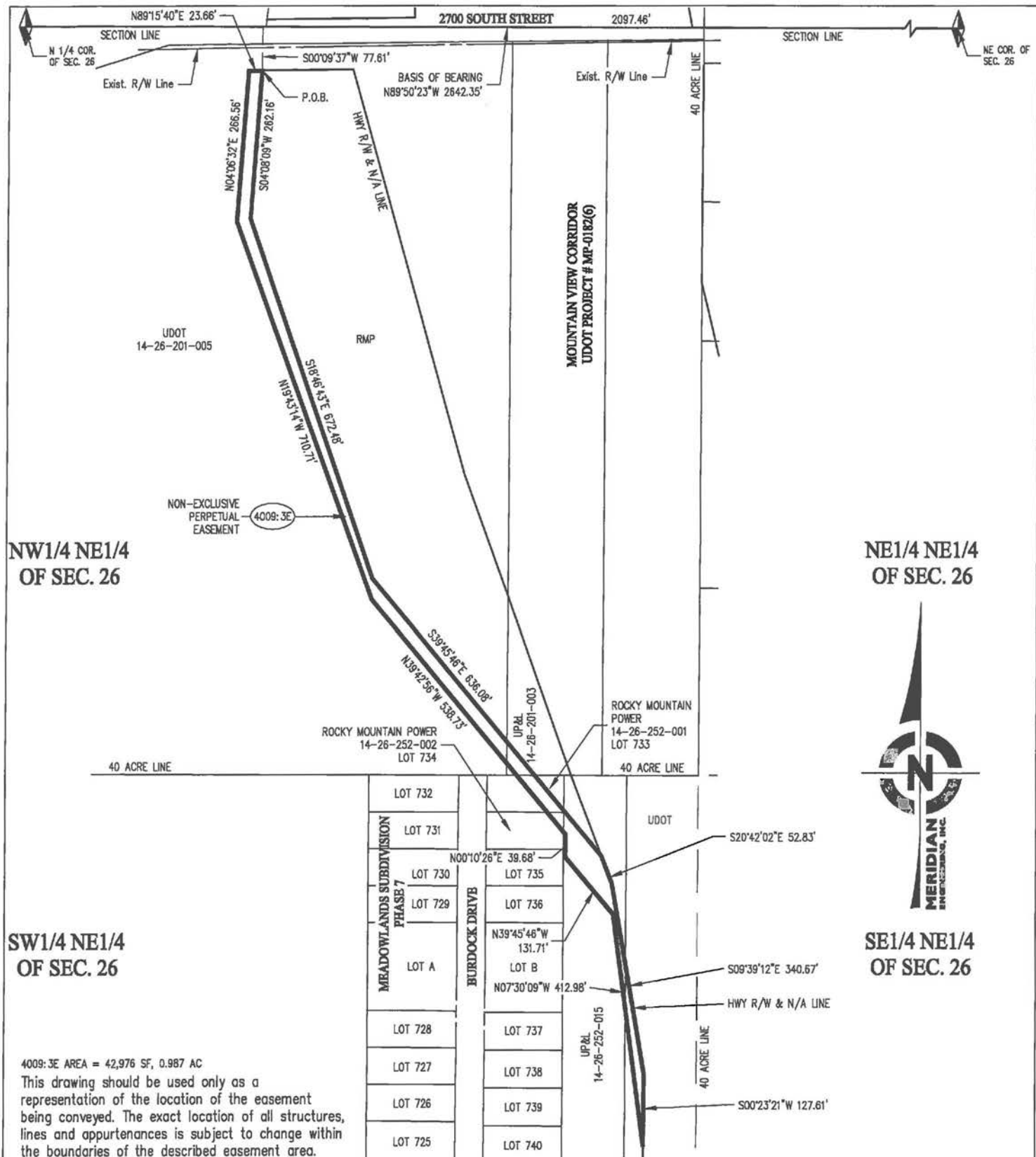
EXHIBIT "A"
(Easement Description)

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



CERTIFICATE OF SERVICE

Docket No. 05-035-54

I hereby certify that on September 15, 2017, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck mbeck@utah.gov

Division of Public Utilities

Chris Parker chrisparker@utah.gov



Jennifer Angell
Supervisor, Regulatory Operations