

WASHINGTON AFFILIATED INTEREST FILING

EXHIBIT 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

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)

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:

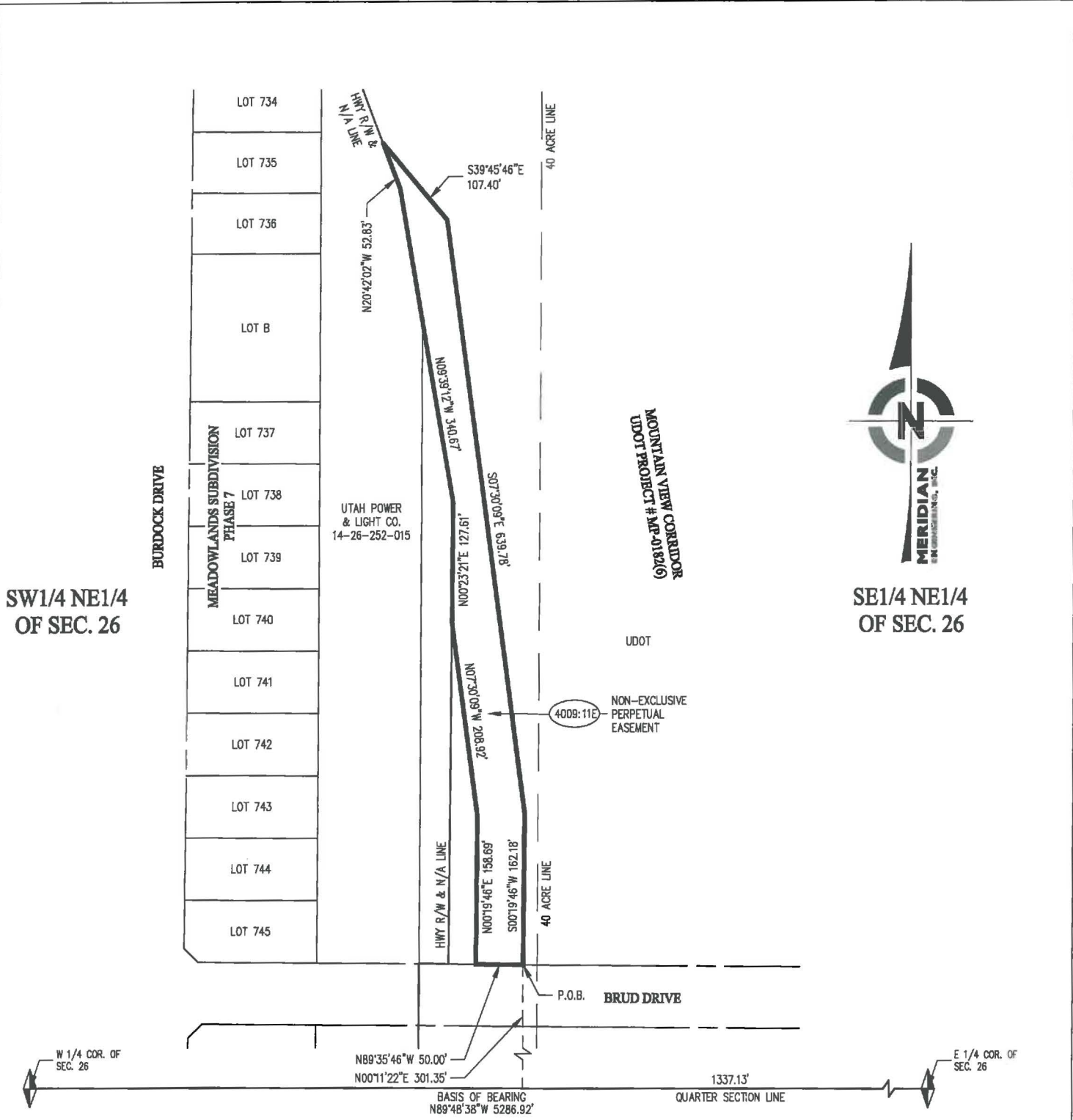
EXHIBIT "A"
(Easement Description)

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



SE1/4 NE1/4
OF SEC. 26

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



UDOT

NON-EXCLUSIVE
PERPETUAL
EASEMENT

4009:11E

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:
 MERIDIAN ENGINEERING, INC. <small>5217 SOUTH REDWOOD ROAD SUITE A WEST JORDAN, UTAH 84086 PHONE (801) 566-1518 FAX (801) 563-1518</small>			 <small>A MEMPHIS ENERGY HOLDINGS COMPANY</small>		