

**WASHINGTON AFFILIATED INTEREST FILING**

**EXHIBIT 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

**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 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: \_\_\_\_\_

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 \_\_\_\_\_



**Exhibit A-1**

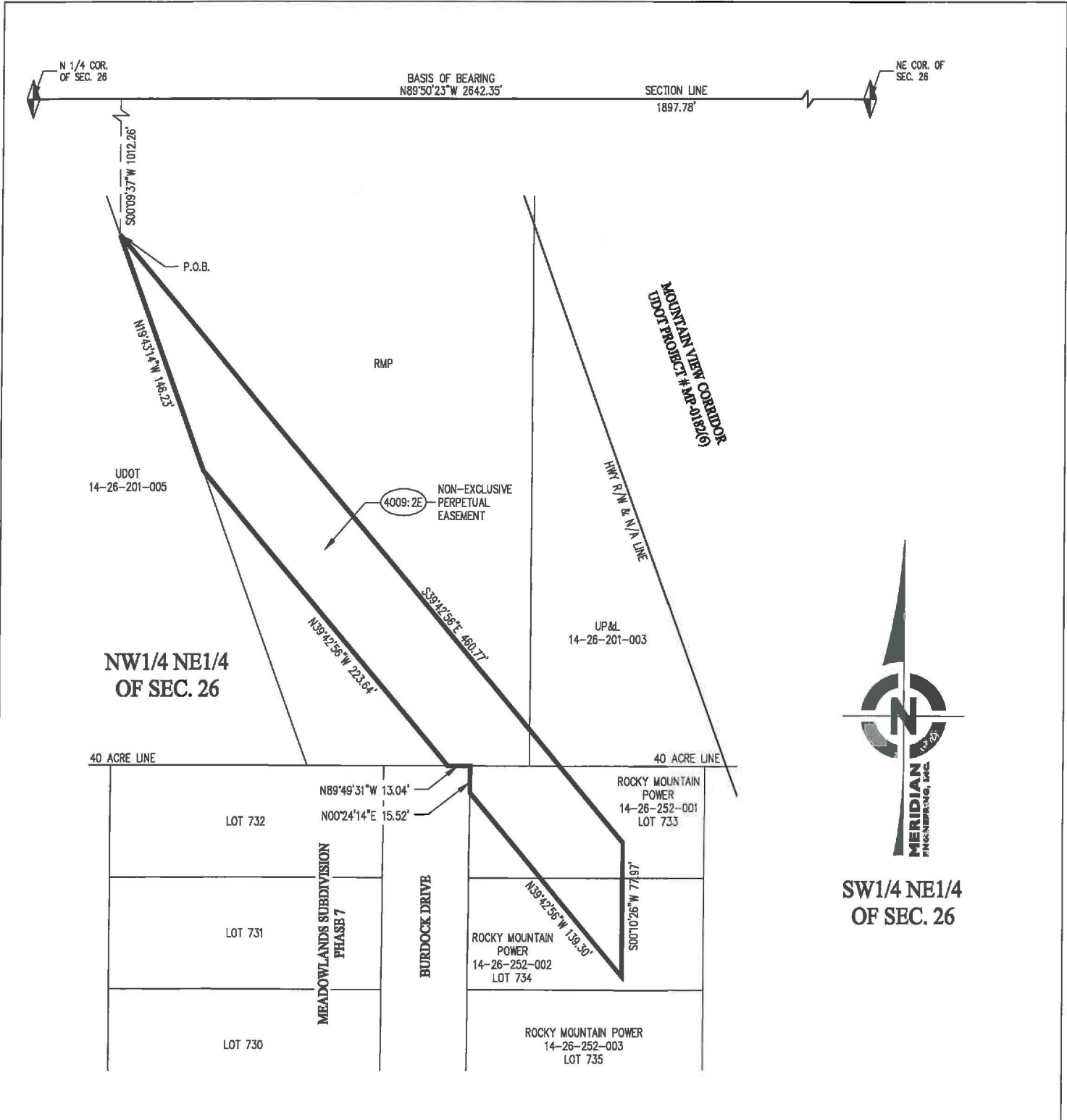
**EXHIBIT "A"**  
(Easement Description)

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:

