

**WASHINGTON AFFILIATED INTEREST FILING**

**EXHIBIT D**

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

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

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

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

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

2. The Existing Easement, is hereby amended to incorporate a jury waiver clause as follows: **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
  
3. Except as expressly set forth herein, all other terms and conditions of the Amended Easement and Existing Easement shall remain in full force and effect, including those legal descriptions for Relocated Pipeline Locations that are not expressly corrected and replaced hereby.

GRANTOR:

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

BY: \_\_\_\_\_

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* *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 Fitiseanu*  
Notary Public, State of Utah

My commision expires: *2/26/2019*

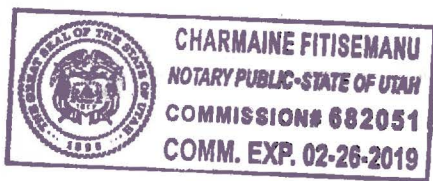


Exhibit A-1

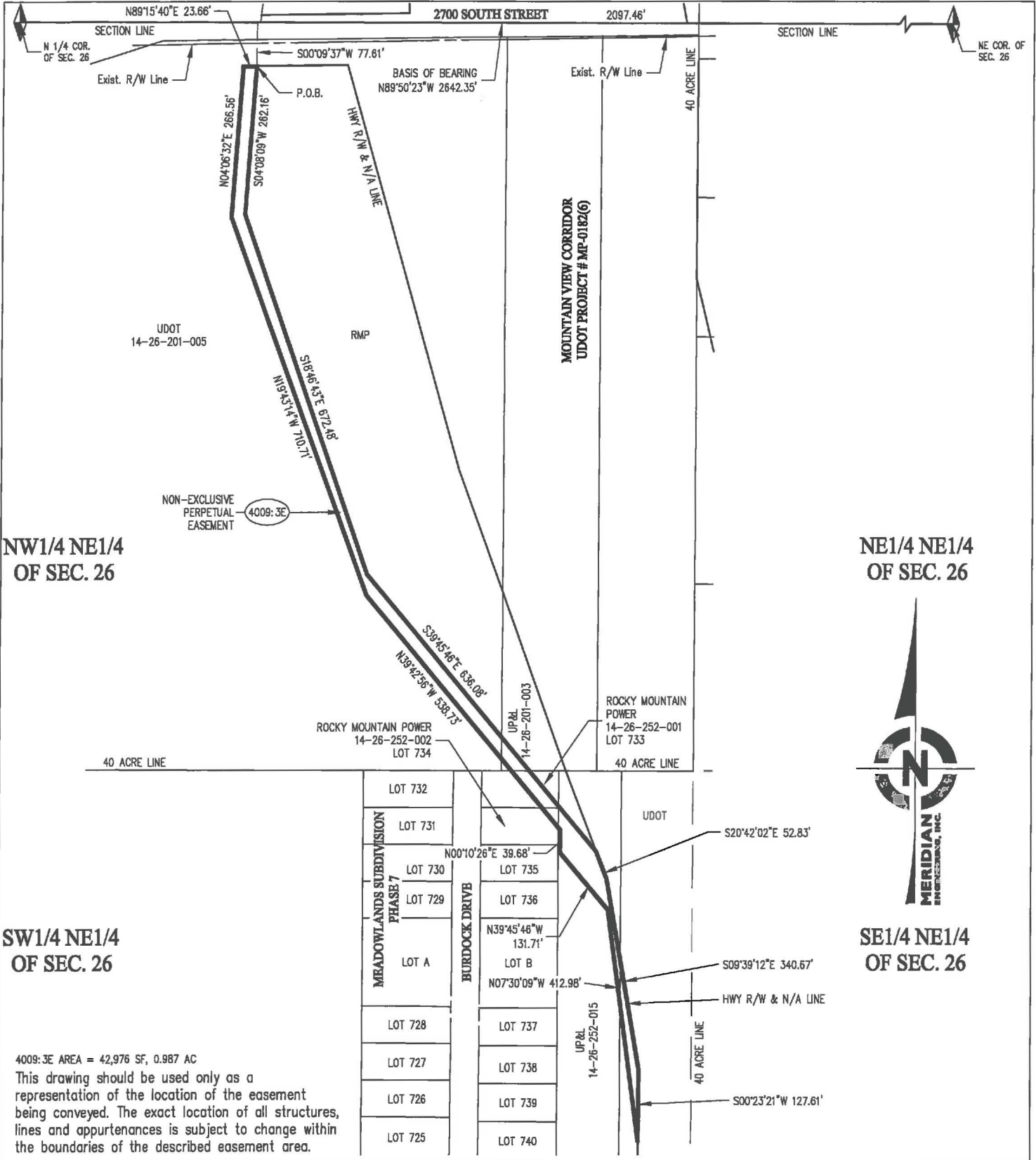
**EXHIBIT "A"**  
(Easement Description)

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



NW1/4 NE1/4  
OF SEC. 26

NE1/4 NE1/4  
OF SEC. 26

SW1/4 NE1/4  
OF SEC. 26

SE1/4 NE1/4  
OF SEC. 26

4009:3E AREA = 42,976 SF, 0.987 AC  
 This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

MEADOWLANDS SUBDIVISION PHASE 7	LOT 732	BURDOCK DRIVE	LOT 735
	LOT 731		LOT 736
	LOT 730		LOT 737
	LOT 729		LOT 738
	LOT A		LOT 739
LOT 728	LOT 740		



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:

