



*R. Jeff Richards
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February 21, 2019

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 Apple Inc. (Apple) for a perpetual, non-exclusive easement allowing PacifiCorp to install transmission line across Apple property in Prineville, Oregon. A verified copy of the Right of Way Easement ("Easement") is included with this Notice as Attachment A.

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

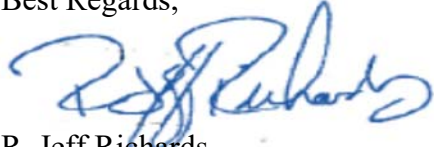
PacifiCorp is installing transmission line on Apple property to connect the Corral and Friend substations to accommodate added load in the area. To accommodate the added load, PacifiCorp will be adding 115kV line and pole structures that requires crossing Apple's property. The Easement will extend the right of way PacifiCorp currently has with Apple. PacifiCorp paid \$27,555 total for the Easement. The \$27,555 was based on a Broker Opinion of Value used to determine property values in the area.

Obtaining the Easement is in the public interest because it allows PacifiCorp to install and maintain facilities necessary to provide electric service and meet its obligation to provide safe and reliable electric service. Without the easement, PacifiCorp would not be able to meet its obligation to provide electric service. As the property owner, Apple is the only entity that can provide the License to PacifiCorp.

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

Best Regards,

A handwritten signature in blue ink, appearing to read "R. Jeff Richards". The signature is stylized and cursive.

R. Jeff Richards
Vice President and General Counsel
PacifiCorp

Enclosures

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A

Easement Agreement

Return to: *Pacific Power*
Attn: Right of Way Department
825 NE Multnomah St., Suite 1700
Portland, OR 97232

CC#: 11231 WO#: 10064894

RIGHT OF WAY EASEMENT

For value received, *APPLE INC.*, a California corporation (“Grantor”), hereby grants to *PACIFICORP*, an Oregon corporation, its successors and assigns (“Grantee”), a perpetual, non-exclusive easement for a right of way in variable width and length, as shown on the exhibits attached hereto; for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, on, over, across or under the surface of the real property of Grantor in *Crook* County, State of *Oregon*, more particularly described as follows and/or shown on *Exhibits A and B* (“Easement Area”) attached hereto and by this reference made a part hereof. Any electrical service to Grantor’s adjacent facilities will be served via Grantee’s transmission system including lines that Grantee may install in the Easement Area.

Together with the right of ingress and egress, for Grantee, its contractors, or agents (collectively, the “Grantee Parties”), to the Easement Area from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities, Grantee Parties’ right of ingress and egress over Grantor property to access the Easement Area shall (a) utilize Grantor’s security checkpoint unless direct access from a public road is available, (b) comply with Grantor’s security and site access protocols, and (c) utilize all roads, paths and access points upon Grantor’s property so as to minimize the damage and disruption to Grantor’s property attributable to Grantee’s use of the Easement Area. Notwithstanding the forgoing, in the case of an emergency, defined as a need to respond to a power outage or imminent threat of outage, the Grantee may utilize a dedicated key lock box to access the Easement Area if the security checkpoint otherwise does not provide immediate access.

Grantor reserves the right to use and maintain all existing infrastructure, utilities and other existing services within the Easement Area. Prior to constructing any improvements in the Easement Area, Grantee shall (i) conduct a utility survey to locate all existing infrastructure, and (ii) develop all plans and specifications for any improvements to be constructed within the Easement Area to avoid interfering with any existing infrastructure.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within

the Easement Area. Subject to the foregoing limitations, Grantor shall have the right to install and maintain duct banks and other underground utilities, landscaping, roads, curbs, gutters, security fencing, drainage and related appurtenances and improvements upon and under the Easement Area provided that such improvements (1) do not unreasonably interfere with the purpose for which this easement has been granted, and (2) comply with all applicable codes and laws. Grantor shall consult with Grantee prior to making such improvements and Grantee shall cooperate with Grantor to define terms, in accord with the then applicable safety codes, to govern any intended crossing of the Easement Area.

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 EASEMENT. 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the Easement Area.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 13th day of November, 2018.

GRANTOR

APPLE INC., a California corporation

By: 

Printed name: Kristina Raspe

Its: Vice President Global Real Estate

REPRESENTATIVE ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

This instrument was acknowledged before me on this _____ day of _____, 20____, *See attached*

by _____, as _____,
Name of Representative Title of Representative

of _____,
Name of Entity on behalf of whom this instrument was executed

Notary Public

My commission expires: _____

GRANTEE

PACIFICORP, an Oregon corporation

Adams

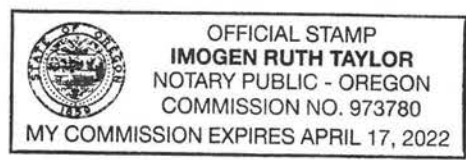
Deanna Adams
Director, Real Estate Management
Date: 11/20/18

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

This instrument was acknowledged before me this 20th day of NOVEMBER, 2018,
by Deanna Adams, Director, Real Estate Management for PacifiCorp, an Oregon corporation.



Imogen Ruth Taylor

Notary Public
My Commission expires: APRIL 17, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Santa Clara)

On November 13, 2018 before me, _____
Date

P. Mungaray, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

Kristina Raspe
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature P. Mungaray
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Exhibit A

LEGAL DESCRIPTION FOR A POWERLINE EASEMENT LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 15 EAST AND IN THE NW1/4 OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 16 EAST, W.M., CROOK COUNTY, OREGON

LEGAL DESCRIPTION – POWERLINE EASEMENT #1

Legal description for a powerline easement, located across Parcel 1 of Partition Plat No. 2013-05, Records of Crook County, Oregon, in the Northeast one-quarter (NE1/4) of Section 12, Township 15 South, Range 15 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the Southeast corner of said Parcel 1, thence North 27°11'21" West a distance of 133.99 feet to the True Point of Beginning of this description; thence North 00°35'09" West a distance of 1097.39 feet; thence North 66°09'43" West a distance of 65.30 feet to the East line of said Parcel 1; thence North 00°35'09" West along said East line a distance of 1082.48 feet; thence North 40°01'46" West a distance of 412.51 feet to the North line of said Parcel 1; thence South 89°09'36" West along said North line a distance of 103.22 feet; thence South 40°01'46" East a distance of 449.05 feet; thence South 00°35'09" East a distance of 2177.05 feet; thence North 89°13'11" East a distance of 20.00 feet to the True Point of Beginning. Contains 143,152 square feet.

LEGAL DESCRIPTION – POWERLINE EASEMENT #2

Legal description for a powerline easement, located in the Northwest one-quarter (NW1/4) of Section 7, Township 15 South, Range 16 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the West one-quarter corner of said Section 7, thence North 00°35'09" West along the West line of said Section 7 a distance of 1134.13 feet; thence North 66°09'43" East a distance of 65.30 feet; thence South 00°35'09" East a distance of 1159.91 feet; thence South 89°13'11" West a distance of 60.00 feet to the Point of Beginning, containing 68,815 square feet.

CERTIFICATE OF SERVICE

Docket No. 05-035-54

I hereby certify that on February 21, 2019, 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 chriskparker@utah.gov



Jennifer Angell
Supervisor, Regulatory Operations