



*R. Jeff Richards
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October 29, 2019

VIA ELECTRONIC FILING

Gary Widerburg
Commission Administrator
Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, Utah 84114

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*¹, issued January 27, 2006, as amended March 14, 2006, and June 5, 2006, Rocky Mountain Power hereby provides notice of an affiliated interest transaction with Wells Fargo Bank, N.A. ("Wells Fargo") for an easement allowing PacifiCorp to relocate an existing distribution line onto Wells Fargo property in Corvallis, Oregon. A 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. Wells Fargo is also a subsidiary of Berkshire Hathaway, Inc. Therefore, Berkshire Hathaway, Inc.'s ownership interest in BHE and Wells Fargo creates an affiliated interest relationship between the company and Wells Fargo in some Company jurisdictions.

PacifiCorp provides electric service to Wells Fargo and surrounding businesses through an overhead distribution system located in the alleyway behind the businesses. Due to the narrowness of the alleyway, garbage trucks have contacted the distribution poles, causing damage. In an effort to reduce future vehicle contact, PacifiCorp contacted Wells Fargo to discuss relocating the poles onto Wells Fargo property. Wells Fargo's property is the only property with space to accommodate the necessary relocation. This transaction is related to the distribution of electric service in Oregon and therefore does not affect Utah rates. Notwithstanding, PacifiCorp is providing this notice out of an abundance of caution to ensure consistent treatment of affiliate contracts.

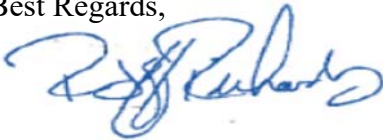
¹ As of April 30, 2014, MEHC was renamed Berkshire Hathaway Energy Company.

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Wells Fargo has agreed to grant the easement to PacifiCorp at no cost. Obtaining the Easement is in the public interest because it allows PacifiCorp to relocate existing facilities necessary to provide electric service and to meet its obligation to provide safe and reliable electric service. As the property owner, Wells Fargo is the only entity that can provide the Easement to PacifiCorp.

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".

R. Jeff Richards
Vice President and General Counsel
PacifiCorp

Enclosures

cc: Chris Parker, DPU
Michele Beck, OCS

ATTACHMENT A
Right of Way Easement

Return to: Pacific Power
P.O. Box 248
Albany, OR 97321

CC#: 11261 WO#: 6738677

RIGHT OF WAY
EASEMENT

For value received, **Wells Fargo Bank, N.A., a national banking association, successor-in-interest to First National Bank of Oregon, a national banking association** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), subject to all existing encumbrances and matters of public record, a perpetual easement for a right of way **10** feet in width and **255** feet in length, more or less (the "Easement Area"), for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefor; along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Benton** County, State of **Oregon**. The Easement Area is more particularly described as follows and/or shown on Exhibit(s) **A & B** attached hereto and by this reference made a part hereof:

A portion of:

Lots 7, 8, 9, 10, 11 and 12, Block 12, Original Town of Marysville, now City of Corvallis

Assessor's Map No. 11535DC06000

Parcel No. 123384

Together with the right of ingress and egress, for Grantee, its contractors, or agents, 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 shall use the Easement Area in a manner that does not unreasonably interfere with the normal business operations of Grantor or its employees, tenants, contractors, licensees, assignees, successors, agents, employees and invitees on the adjacent lands. Grantee shall (i) accept the Easement Area in its "as-is" and "where-is" condition and without any warranty or representation whatsoever from Grantor regarding its size, condition or suitability for Grantee's intended use, (ii) not store, use or dispose of any hazardous or flammable materials on or about the Easement Area, and (iii) indemnify, defend and hold Grantor harmless from and against any property damage, injuries or deaths which arise out of or in any way relate to the use of the Easement Area by Grantee or its employees, assignees, licensees, contractors, subcontractors and agents.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind on the Easement Area that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for other purposes not inconsistent with the purposes for which this easement has been granted.

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.

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

Dated this _____ day of _ _ _ _ _ , 20__.

“Grantor”
Wells Fargo Bank, N.A.,
a national banking association

By: _____
David Danis
Senior Vice President

By: _____
Josh Gutzwiler
Vice President

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 the document.

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____

My commission expires:

Commission number:

(Seal)

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 the document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____

My commission expires:

Commission number:

(Seal)

PROPERTY DESCRIPTION

SECTION: 35 TOWNSHIP: 11 S, RANGE: 05 W WILLAMETTE MERIDIAN
 BENTON COUNTY, OREGON TAX LOT # 11535DC06000 (123384)



COST CENTER 11261 WO# 6738677

LANDOWNER: FIRST NATIONAL BANK OF OREGON

DRAWN BY: K. WHEELER

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT AREA. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDRIES OF THE DESCRIBED EASEMENT AREA.

EXHIBIT B



SCALE = NONE

PROPERTY DESCRIPTION

SECTION: 35 TOWNSHIP: 11 S, RANGE: 05 W WILLAMETTE MERIDIAN
BENTON COUNTY, OREGON TAX LOT # 11535DC06000 (123384)



AN EASEMENT FOR PACIFICORP 10' IN WIDTH & 255' IN LENGTH, MORE OR LESS, RUNNING THE ENTIRE LENGTH OF THE EASTERN MOST PROPERTY LINE ALONG CITY ALLEY, ENCOMPASSING PACIFICORP FACILITIES.

COST CENTER 11261 WO# 6738677

LANDOWNER: FIRST NATIONAL BANK OF OREGON

DRAWN BY: K. WHEELER

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT AREA. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDRIES OF THE DESCRIBED EASEMENT AREA.

EXHIBIT A



SCALE = NONE

CERTIFICATE OF SERVICE

Docket No. 05-035-54

I hereby certify that on October 29, 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 chrisparker@utah.gov



Katie Savarin
Coordinator, Regulatory Operations