



825 NE Multnomah, Suite 2000  
Portland, Oregon 97232

March 6, 2020

***VIA ELECTRONIC FILING***

Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
Salem, Oregon 97301-3398

Attn: Filing Center

**RE: UI \_\_\_\_—PacifiCorp Application Requesting Approval for an Affiliate Interest Transaction with Wells Fargo Bank, N.A.**

PacifiCorp d/b/a Pacific Power encloses for filing its Application Requesting Approval of an Affiliate Interest Transaction with Wells Fargo Bank, N.A.

PacifiCorp respectfully requests that all data requests regarding this matter be addressed to:

By email (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232-2152

Please direct any informal questions concerning this filing to Jennifer Angell, Regulatory Projects Manager, at (503) 813-4414.

Sincerely,

A handwritten signature in black ink, appearing to read "Etta Lockey".

Etta Lockey,  
Vice President, Regulation

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UI \_\_\_\_\_

In the Matter of

PACIFICORP d/b/a PACIFIC POWER

Application for Approval of an Affiliated  
Transaction.

**APPLICATION OF PACIFICORP**

Under ORS 757.495 and in accordance with OAR 860-027-0040, PacifiCorp d/b/a Pacific Power (PacifiCorp or the Company) seeks approval from the Public Utility Commission of Oregon (Commission) of an affiliated transaction in which PacifiCorp enters into an agreement with its affiliate Wells Fargo Bank, N.A. (Wells Fargo) that confers a perpetual easement for a right of way (Easement) to PacifiCorp. The Easement, covering an area of approximately 2,550 feet, gives PacifiCorp the right to relocate an existing powerline onto Wells Fargo property located in the City of Corvallis, Oregon. Repositioning the distribution poles as described will better ensure safe and reliable electric service is provided by PacifiCorp and thus will benefit the public. A verified copy of the Easement is included with this application as Attachment A. PacifiCorp respectfully requests that the Commission approve the agreements with Wells Fargo as an affiliated interest agreement.

**I. BACKGROUND**

PacifiCorp is a wholly-owned indirect subsidiary of Berkshire Hathaway Energy Company (BHE). BHE is a subsidiary of Berkshire Hathaway, Inc. (Berkshire Hathaway). Wells Fargo is also a subsidiary of Berkshire Hathaway. “Affiliated interest,” as defined in ORS 757.015(3), includes every corporation five percent or more of whose voting securities are owned by any corporation or person owning five percent of the voting securities of a

public utility or in any successive chain of ownership of a public utility. Berkshire Hathaway's ownership interest in PacifiCorp through BHE, and ownership interest in Wells Fargo, qualifies the latter as an affiliated interest of PacifiCorp.

PacifiCorp provides electric service to Wells Fargo and surrounding businesses through an overhead distribution system located in the alleyway behind the businesses. Because the alleyway is narrow, garbage trucks on route have contacted the distribution poles. This has damaged equipment and raised safety and service disruption concerns. To minimize future contact between the trucks and the poles, PacifiCorp approached Wells Fargo to discuss repositioning the poles onto Wells Fargo property. The Wells Fargo property is the only site with space sufficient to accommodate the relocation. Wells Fargo subsequently consented to grant PacifiCorp a right of way easement for an area about 10 feet in width by 255 feet in length that runs the entire length of the eastern subject property line along the alleyway. Obtaining the Easement is in the public interest because it makes it possible for PacifiCorp to relocate existing facilities necessary to fulfill its obligation to provide safe and reliable electric service. Without the Easement, PacifiCorp would not be able to ensure this obligation was met. Furthermore, as the property owner, Wells Fargo is the only entity that can provide the Easement to PacifiCorp. The value of this agreement is \$0.00 as no compensation is sought by Wells Fargo for its grant of the Easement.

With this Application, PacifiCorp requests Commission authorization to continue to engage in business transactions with Wells Fargo as described herein.

## II. COMPLIANCE WITH OAR 860-027-0040 FILING REQUIREMENTS

### A. Name and Address

PacifiCorp's exact name and address of its principal business office are:

PacifiCorp  
825 NE Multnomah Street, Suite 2000  
Portland, Oregon 97232-2152

### B. Communications and Notices

All notices and communications pertinent to this Application should be addressed to:

Ajay Kumar  
Senior Attorney  
825 NE Multnomah Street, Suite 2000  
Portland, Oregon 97232-2152  
Telephone: (503) 813-5161  
Email: [ajay.kumar@pacificorp.com](mailto:ajay.kumar@pacificorp.com)

PacifiCorp Oregon Dockets  
825 NE Multnomah Street, Suite 2000  
Portland, Oregon 97232-2152  
Email: [OregonDockets@pacificorp.com](mailto:OregonDockets@pacificorp.com)

Additionally, PacifiCorp respectfully requests that all information requests regarding this matter be addressed to:

By email (**preferred**)

[datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

By regular mail

Data Request Response Center  
PacifiCorp  
825 NE Multnomah Street, Suite 2000  
Portland Oregon 97232-2152

Informal inquires may also be directed to Jennifer Angell, Regulatory Projects Manager, at (503) 331-4414.

### C. Relationship Between PacifiCorp and Affiliated Interest

PacifiCorp is a wholly-owned, indirect subsidiary of BHE. BHE is a subsidiary of Berkshire Hathaway, which owns a 9.48 percent interest in Wells Fargo. Therefore, Wells Fargo is an "affiliated interest" of PacifiCorp as set forth in ORS 757.015(3).

**D. Voting Securities**

PacifiCorp and Wells Fargo do not own voting securities in each other.

**E. Common Officers and Directors**

PacifiCorp and Wells Fargo do not share any officers or directors.

**F. Pecuniary Interest**

No officer or director of PacifiCorp or Wells Fargo is a party to, or has a pecuniary interest in, the contemplated business transaction between PacifiCorp and Wells Fargo.

**G. Description of Goods and Services Provided, Cost(s) Incurred; Market Value; Pricing Methods**

The transaction provides PacifiCorp with an easement that permits PacifiCorp to reposition its transmission poles onto Wells Fargo property. The market value of the affiliate transaction is \$0.00 as Wells Fargo agreed to grant the Easement to PacifiCorp for no cost.

**H. Estimate of Amount PacifiCorp will Pay or Collect Annually**

The amount described in Section II.G above will be zero dollars.

**I. Reasons Relied Upon for Providing the Proposed Services, and Benefits to the Public**

The Easement is in the public interest because it allows PacifiCorp to relocate existing facilities necessary to provide electric service. Moreover, the Easement serves PacifiCorp to meet, rather than hinder, its obligation to provide safe and reliable electric service. Accordingly, the transaction to which Wells Fargo will be a party (i.e., grantor of the Easement) is consistent with the public interest.

**J. Description of the Procurement Process**

See Section II.G above.

**K. Relationship of Cost of Provision of Services and Market Value**

As described above, the market value of the transaction is \$0.00. As granting the Easement will reduce the risk of damage and ensure safer and reliable delivery of electric service, Wells Fargo agreed to do so without compensation.

**L. Contract Between Affiliated Interest and PacifiCorp**

A copy of the executed Easement is included in this Application as Attachment A.

**M. Copy of Board Resolutions**

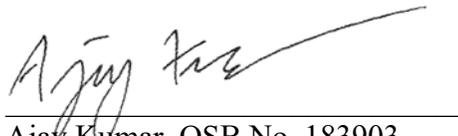
This transaction did not require approval from PacifiCorp's Board of Directors.

**III. PRAYER FOR RELIEF**

PacifiCorp respectfully requests a Commission order (1) finding that the agreement is consistent with the public interest; and (2) approving the agreement as an affiliated interest agreement.

Respectfully submitted this 6<sup>th</sup> day of March, 2020,

By:



Ajay Kumar, OSB No. 183903  
Senior Attorney  
PACIFICORP

**ATTACHMENT A**

**RIGHT OF WAY EASEMENT**

(Between Wells Fargo Bank, N.A., as grantor, and PacifiCorp, as grantee)

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 1 day of Jan., 2020.

“Grantor”

Wells Fargo Bank, N.A.,  
a national banking association

By: 

**David Danis**  
**Senior Vice President**

By: 

**Josh Gutzwiller**  
**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 San Francisco

On January 6, 2020 before me, Vanessa Corcuchia, Notary Public, personally appeared David Dang, 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.

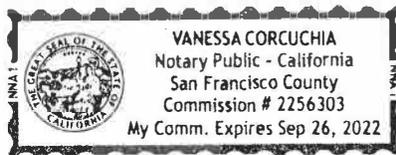
WITNESS my hand and official seal.

Signature 

My commission expires: 9/26/2022

Commission number: 2256303

(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~~ Washington  
County of Clark

On January 10, 2020 before me, Leisha Dumas, Notary Public, personally appeared Jessica Gutzwiler, 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: 7/19/2023

Commission number: 22651

(Seal)



# 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

# 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