825 NE Multnomah, Suite 2000 Portland, Oregon 97232



December 3, 2018

VIA ELECTRONIC FILING

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

Attn: Filing Center

RE: UPN 57—PacifiCorp Notice of Property Disposition—Property Sale, Lease of Property—Update

On June 8, 2018, under ORS 757.480(2), PacifiCorp d/b/a Pacific Power provided notice of the company's agreement to sell 8.28 acres in fee simple property and lease 4.2 acres to the Bonneville Power Administration (BPA) to facilitate the construction of a substation and associated transmission lines adjacent to PacifiCorp's Three Mile Knoll Substation in Soda Springs, Idaho. BPA agreed to pay PacifiCorp \$78,900 for 8.28 acres of property, a transmission line easement, and a vehicular access easement. At the time of the filing PacifiCorp and BPA were still negotiating the language to finalize the transmission line and vehicular access easement. PacifiCorp committed to provide the easement once executed in an update to the originally filed notice. A copy of the transmission line and vehicular access easement is provided as Attachment A.

Please direct any questions with respect to this filing to Natasha Siores, Manager, Regulatory Affairs at (503) 813-6583.

Sincerely,

Etta Lockey Vice President, Regulation

ATTACHMENT A

TRANSMISSION EASEMENT

Instrument # 201706 CARIBOU COUNTY 10-12-2018 02:33:15 PM No. of Pages: 8 Recorded for : LOWER VALLEY ENERGY DENISE HORSLEY Fee: 31.00 Ex-Officio Recorder Deputy Fee: 31.00 Index to: EASEMENT

Return Lowiedally Energy Box 572 Jackeen WY 83001 Ann Rick

Legal description: A portion of the El/2SWI/4 of Section 19, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, as described in Exhibits A, B & D and shown on Exhibit C. (Affects Tax Account No. 08S42El94821.)

Tract Nos:

BBP-1-A-l BBP-1-AR-1 BBZ-1-A-2

LOWER VALLEY ENERGY TRANSMISSION EASEMENT Exclusive Transmission Non-Exclusive Route of Travel

THIS AGREEMENT, made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation, Grantor, whether one or more, and Lower Valley Energy, a Cooperative Utility Corporation of Afton and Jackson, Wyoming.

The Grantor, for and in consideration of the sum of THIRTY FOUR THOUSAND DOLLARS (\$34,000.00) and the provisions contained in this agreement, hereby grants and conveys to Lower Valley Energy Inc. and its assigns, a perpetual exclusive easement and right-of-way solely for electric power transmission purposes in, upon, over and under the following described land (Transmission Easement Area), as described in Exhibits A & B, attached hereto and by this reference made a part hereof; and a perpetual nonexclusive easement and right-of-way solely for access purposes for a route of travel in, upon, under, over and across the following described land (Route of Travel Area) as described in Exhibit C and shown on Exhibit D, attached hereto and by this reference made a part hereof.

A. Transmission Easement Area

The grant shall include the right to enter and to locate, construct, operate, maintain, repair, reconstruct, upgrade, remove and patrol one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and any communication lines or equipment and appurtenances thereto (collectively "Facilities").

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The grant further includes the right of ingress and egress over and across the Transmission Easement Area to access Grantee's transmission line facilities only and for no other purposes (including but not limited to access to Grantee's substation) including the right to grade and gravel routes of access if necessary, as reasonably determined by the Grantee.

The Grantor also hereby grants and conveys to Lower Valley Energy and its assigns the present and future right to clear the Transmission Easement Area and to keep it clear of all types of trees, shrubs, brush and other vegetation.

The Grantor reserves the right to grow and maintain non-woody low growing plants, such as non-structuresupported agricultural crops or vegetative cover with a mature height not to exceed 10 feet. In no event shall the Grantor plant any agricultural crops or vegetative cover, or trees, shrubs, brush or other vegetation within the Transmission Easement Area. The Grantor also agrees not to unreasonably obstruct access to these poles or structures within the Transmission Easement Area at any time. Any rights reserved by the Grantor shall not unreasonably interfere with the rights of the Grantee.

The Grantor also hereby grants and conveys to Lower Valley Energy and its assigns the present and future right to clear the Transmission Easement Area and to keep it clear of any and all structures, above and below ground improvements or infrastructures that interfere with Grantee's enjoyment of the rights granted hereunder, fire and electrical hazards.

The Grantor agrees not to undertake any activity within the Transmission Easement Area that unreasonably interferes with Grantee's use of the easements granted herein.

The Grantor also hereby grants and conveys to Lower Valley Energy and its assigns the present and future right to top, limb or fell, and to remove, sell, burn or otherwise dispose of "Danger Trees" located on Grantor's land immediately adjacent to the Transmission Easement Area. A Danger Tree is any growing or dead tree, or snag, whether stable or unstable, which the United States reasonably determines (1) could within a five- year period fall, bend or swing (a) within 25 feet of the Facilities, or (b) within electrical arcing distance of said Facilities, or (2) could interfere with the construction, operation and maintenance of the Facilities within the Transmission Easement Area.

Grantor reserves the right to relocate the Transmission Easement and require Grantee to relocate the Facilities, at no cost to Grantor, provided Grantee is provided an alternate location on Grantor's property, which is suitable for Grantee's electric transmission easement purposes. Grantor and Grantee shall amend this Agreement to replace Exhibits A and B, attached hereto, with the depiction of the new Transmission Easement Area.

B. Route of Travel Area

The grant shall include the right to enter and to locate, use, construct, maintain and repair the Route of Travel Area to access Grantee's transmission line facilities only and for no other purposes (including but not limited to access to Grantee's substation). The Route of Travel Area will not be maintained by Lower Valley Energy as a permanent road. It will be used when necessary for construction or maintenance purposes and shall be restored to its original condition when not needed for such purposes, as soon as is reasonably possible, after each period of use.

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The Grantor reserves the right to use the Route of Travel Area, such reserved right to be exercised in a manner that will not unreasonably interfere with the use of the Route of Travel Area by the Lower Valley Energy pursuant to the rights granted herein.

Grantor reserves the right to relocate the Route of Travel Area, at no cost to Grantor, provided that the relocated Route of Travel Area shall be adequate for Grantee's use hereunder. The parties shall enter into an amendment to this easement to substitute the new Route of Travel Area.

C. General Provisions

In addition to the consideration paid hereunder, the Lower Valley Energy shall repair or make compensation only for damage caused by the Lower Valley Energy or its assigns or their contractors that in exercising the rights or using the easements granted herein. Payment for such damage shall be made on the basis of a damage estimate reasonably approved by the Lower Valley Energy.

The rights granted herein are subject to all other easements or rights of record or at law and mineral rights of third parties.

Lower Valley Energy shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

Grantor believes, without making any inquiry or investigation, and without warranting or covenanting, that it is the sole owner of the property over which this easement is granted, and (2) it has the lawful right to convey this easement.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

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 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.

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WITNESS the Hand of the Grantor, this Staday of October, 2018.

Rocky Mountain Power, an unincorporated division of PacifiCorp Bv Its: LUGIURE STATE OF Utah } COUNTY OF Salt Lake } The foregoing instrument was acknowledged before me by Pourlas Rennion affirming proper authority as the Vice President of the Corporation, this 5th day of October , 2015. al) J. BRADLEY KNOLES Witness my hand and official seal. NOTARY PUBLIC . STATE OF UTAH COMMISSION# 689741 Notary Publi COMM. EXP. 06-23-2020 My commission expires: 6-23-2020 Lower Valley Energy, a Cooperative Utility of corporation of Afton and Jackson frigident/CED By: Its: STATE OF WY } COUNTY OF Teton } The foregoing instrument was acknowledged before me by James R. Webb affirming proper authority as the <u>President</u> CEO of the Corporation, this gn

(Seal)

Witness my hand and official seal.

My Commiss Expires B-G-20 COUNTY, N ommissio

day of

mayn Notary Public

My commission expires

Oct. , 2018.

BBP-1-A-1

A 125 foot wide right-of-way over and across the following described real

property:

That part of the NE1/4SW 1/4 and part of the SE1/4SW 1/4 of Section 19, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, as described in a Correction Warranty Deed recorded April 28, 2009, as Instrument No. 182945 in the records of said County.

The limits of said 125 foot wide right-of-way lie 62.5 feet each side of, as measured at right angles to and parallel with, the survey centerline as monumented on the ground, for the Bonneville Power Administration (BPA) Hooper Springs-Three Mile Knoff No. 1 Transmission Line. Said survey centerline is more particularly described with reference to the Idaho Coordinate System NAD 83 (CORS 96) (EPOCH 2002.0), East Zone, as follows:

Beginning at survey station 1:43.0, which point is marked by a 5/8 inch iron rod with BPA 3-1/4 inch aluminum cap, and which bears N 36°52'20" B, a distance of 2398.1 feet from a 2 inch aluminum cap marking the southwest corner of Section 19, Township 8 South, Range 42 East, Bolse Meridian, Caribou County, Idaho; thence S 01°36'49"E, a distance of 296.9 feet to survey station 4+39.9 Ek = 10+00.0 Ah; thence S 01°36'49" E, a distance of 439.9 feet to survey station 14+39.9; thence S 89°59'56" E, a distance of 234.9 feet to survey station 16+74.8 which bears N 55°06'25" E, a distance of 2066.1 feet from a 2 inch aluminum cap marking the southwest corner of Section 19, said Township and Range.

Tract BBP-1-A-1 contains 2.8 acres, more or less.



Propagad By AGINENKON MOI

BBZ-1-A-2

A variable width right-of-way together with a 100 foot wide right-of-way over and across the following described real property:

That part of the NE1/4SW1/4 of Section 19, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, as described in a Correction Warranty Deed recorded April 28, 2009, as Instrument No. 182945 in the records of said County.

The limits of said variable width right-of-way, begins at survey station 3+02.6 with the limits of said variable width right-of-way lying 72.6 feet left of and 75.2 feet right of said survey centerline and ends at survey centerline station 6+91.3 Bk=16+45.4 Ah as monumented on the ground for the Bonneville Power Administration (BPA) Hooper Springs-Lower Valley Energy Interconnection No. 1 & 2 Transmission Line; the limits of said 100 foot wide right-of-way begins at survey station 16+45.4 Ah and lie 50 feet each side of, as measured at right angles to and parallel with, the survey centerline. Said survey centerline is more particularly described with reference to the klaho Coordinate System NAD 83 (CORS 96) (EPOCH 2002.0), East Zone, as follows:

Beginning at survey station 2+80.0, which point is marked by a 5/8 inch iron rod with BPA 3-1/4 inch aluminum cap, and which bears N 37°23'46" E, a distance of 2903.5 feet from a 2 inch aluminum cap marking the southwest corner of Section 19, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho; thence N 60°40'09" E, a distance of 411.3 feet to survey station 6+91.3 Bk= 16+45.4 Ah; thence N 87°17'42" E, a distance of 580.9 feet to survey station 22+26.3; thence N 41°3'0'35" E, a distance of 473.7 feet to survey station 27+00.0, which point is marked by a 5/8 inch iron rod with BPA 3-1/4 inch aluminum cap, and which bears N 37°44'05" W, a distance of 3505.6 feet from a 3-1/4 inch aluminum cap.

Tract BBZ-1-A-2 contains 1.9 acres, more or less.



Property By Kaching MAST

BBP-1-AR-1 Parcel I

A right-of-way 20 feet wide, for a route to be traveled, with an extension thereof, being a right-of-way 20 feet wide, over and along an existing road, over and across a part of the SE1/4SW1/4 of Section 19, Township 8 South, Range 42 East, Boise Meridian, Caribou County, Idaho, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for BBP-1-AR-1 Parcel 1, dated May 30, 2014, attached hereto and made a part hereof.



Property By ASWEAKSON MSI

