PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

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IDAHO PUBLIC
UTILITIES COMMISSION

August 31, 2012

VIA OVERNIGHT DELIVERY

Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

Attention: Jean D. Jewell
Commission Secretary

Re: PacifiCorp Notice of Affiliate Transaction
Case No. PAC-E-05-8

Dear Ms. Jewell:

This letter will serve as notice pursuant to Commitment I 17(2), incorporated in the Idaho Public Utilities Commission Order No. 29973 issued February 13, 2006, as supplemented by Order No. 29998 March 14, 2006, in the above referenced proceeding, approving the acquisition of PacifiCorp by MidAmerican Energy Holdings Company ("MEHC"), of an affiliate interest transaction. Rocky Mountain Power hereby submits an original and seven (7) copies of the Temporary Construction Workspace Agreement (Easement) between PacifiCorp and Kern River Gas Transportation Company (Kern River). A copy of the Agreement is included with this Notice as Attachment A.

PacifiCorp and Kern River are both wholly-owned, indirect subsidiaries of MidAmerican Energy Holdings Company (MEHC). MEHC's ownership interest in the Company and Kern River may create an affiliated interest in some PacifiCorp jurisdictions.

Kern River is a natural gas transportation pipeline company that owns and operates the Kern River pipeline system, which is a vital artery transporting natural gas to California, Nevada and Utah. Certain Kern River pipelines located in Utah are in an area being used by the Utah Department of Transportation (UDOT) as part of its Mountain View Corridor project.[1] Portions of these pipelines are also located on PacifiCorp property through use of an easement. UDOT is requiring Kern River to relocate these pipelines to accommodate the Mountain View Corridor. To allow Kern River to accommodate the directive from UDOT, the Company will grant a Temporary Construction Workspace Easement. The Easement will expire one year from the date of execution. In August 2011, the Company filed a similar temporary construction easement granted to Kern River for relocation of a different section of Kern River's pipeline located on PacifiCorp property.

[1] The Mountain View Corridor is a planned freeway, transit and trail system project in western Salt Lake and northwestern Utah counties. See http://www.udot.utah.gov/mountainview/.

Kern River will pay PacifiCorp approximately $91,739 for the Easement, which is based upon the estimated market value of the underlying property. The methodology for determining the value of the transaction is as follows: Kern River will compensate Rocky Mountain Power for temporary construction workspace on Wasatch Restoration Center Property totaling 0.89 acres at a rate of $26,136 per acre and for 50% of the 7.86 acres on non-Wasatch Restoration Center Property at a rate of $17,424 per acre for a total compensation of $91,739.

Granting the Easement will not affect PacifiCorp's ability to provide safe and reliable service, and thus will not harm the public interest.

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

Best Regards,

Mark C. Moench
Senior Vice President and General Counsel
PacifiCorp

Enclosures

Temporary Construction Workspace Agreement

This Temporary Construction Workspace Agreement ("**Agreement**"), dated _____, 2012, is entered into between PACIFICORP, an Oregon Corporation d/b/a Rocky Mountain Power (hereinafter referred to as "**Rocky Mountain Power**") and Kern River Gas Transmission Company (hereinafter referred to as "Kern River").

RECITALS

A. Rocky Mountain Power is the owner of a parcel or parcels of real property located in the Salt Lake County, as more particularly described as Salt Lake County property Tax ID _____ (collectively, the "Property") also depicted in the attached **Exhibit A.**

B. The design for the Utah Department of Transportation Mountain View Corridor ("MVC") near 4100 South involves the construction of new and removal of existing pipelines on Rocky Mountain Power property. Both pipelines will be relocated to the east to minimize conflicts with current and proposed Rocky Mountain Power facilities in the area and the MVC. This conflict area affects approximately 1.2 miles of each of the existing KRGT pipelines. The new layout for each pipeline is about 1.2 miles in length.

C. Kern River desires and Rocky Mountain Power is willing to allow Kern River and its selected contractor(s) access and use the Property for the purposes of temporary construction workspace (the "**Work**") in conjunction with its relocation of the Kern River facilities.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry and Temporary Use. Rocky Mountain Power hereby grants to Kern River, and to Kern River's contractors, subcontractors, and agents (for purposes of this agreement, Kern River and its contractors, subcontractors, and agents, if any, shall be referred to as "Kern River"), the right to enter the Property for the sole purpose of conducting its Work on the Property. This right of entry shall allow Kern River to conduct its Work on locations shown in the drawings, attached hereto as **Exhibit A.** Kern River will compensate Rocky Mountain Power for temporary construction workspace on Wasatch Restoration Center ("WRC") Property totaling 0.89 acres at a rate of $26,136 per acre and for 50% of the 7.86 acres on non-WRC Property at a rate of $17,424 per acre for a total compensation of $91,739. Kern River shall strictly comply with any reasonable instructions, directions or restrictions promulgated by Rocky Mountain Power. This right of entry shall commence on the date of execution and shall expire one year from the date of execution. Kern River shall be responsible and liable for the actions and inactions of its contractors, subcontractors and agents hereunder as if Kern River were performing the same.

2. Compliance with Law. In the prosecution of the Work, Kern River shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed

in a workmanlike manner and in compliance with all applicable industry standards. Kern River shall perform and stage construction so as to ensure the safety of: (a) Kern River's agents and employees; (b) any and all Rocky Mountain Power operations conducted on the Property; (c) surrounding property owners; and (d) the public in general.

3. Rocky Mountain Power Operations. Kern River shall not make or allow to be made any use of the Property that is inconsistent with, or interferes in any manner with Rocky Mountain Power's operation, maintenance or repair of Rocky Mountain Power's existing installations or additional facilities or improvements constructed after the granting of this right of entry, including, without limitation, electric transmission and distribution circuits that cross over or above the property as herein described. Kern River will ensure that the WRC property is secure at all times throughout the abandonment and relocation project including, but not limited to a security guard during nonworking hours while Rocky Mountain Power's permanent security fencing is not in place.

4. (a) Power Lines. Kern River shall not use or permit to be used on the Property, construction cranes or other equipment that violate the clearance standards set forth in the NESC, OSHA or High Voltage Overhead Line Safety Act . Grantee shall not place any temporary spoils within a thirty (30) foot radial clearance from any overhead power line unless otherwise approved by Rocky Mountain Power in writing in advance. The storage of hazardous materials is prohibited within the Property. At no time shall Kern River transport or place materials or equipment of any kind that exceed fourteen (14) feet in height, or that creates a material risk of endangering Rocky Mountain Power's facilities, or that poses a risk to human safety, under or adjacent to any overhead power line. At no time shall Kern River operate any equipment or vehicle exceeding fourteen (14) feet in height under or adjacent to any overhead power line; furthermore, any vehicle or equipment exceeding fourteen (14) feet in height during operation shall maintain a twenty (20) foot radial clearance from any overhead power line. Grantee's use of the Property shall comply with the clearance standards set forth in the NESC, OSHA and High Voltage Overhead Line Safety Act.

(b) Towers/Poles.

(i) Materials, supplies, or equipment of any kind may not be stock-piled, parked, or stored within five (5) feet of the towers or poles or in such proximity to said towers that they would block access to any overhead power line.

(ii) No vehicles or equipment may be left unattended for any reason within ten (10) of Rocky Mountain Power's towers or in such proximity to said towers that they would block access to any overhead power line.

(iii) No re-construction, operational or maintenance activities, vehicles, equipment, materials, supplies, warning barriers, stockpiles, earth, spoils, etc. may be used within the Property that will provide a platform for persons to climb the towers or poles or provide access within the minimum clearance standards established by the National Electric Safety Code.

5. Costs of Construction. Kern River shall be solely responsible for any and all costs incurred with respect to the Work, and shall maintain the Property free from liens or other encumbrances associated with the Work.

6. Safety. Safety of personnel, property, Rocky Mountain Power operations and the public is of paramount importance in the prosecution of the Work. Kern River shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the Work. Kern River shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. Kern River shall promptly notify Rocky Mountain Power of any OSHA reportable injuries arising during the Work. Kern River shall have a non-delegable duty to control its employees while on the Property to ensure that such employees do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.

7. Indemnification. As consideration for the right of entry and use conveyed pursuant to this Agreement, Kern River agrees to protect, defend, release, indemnify and hold harmless Rocky Mountain Power, its parent companies, subsidiaries and affiliates, and each of their officers directors, employees, shareholders, contractors, agents, attorneys, insurers, and assigns from and against any costs, expenses, damages, claims, attorney's fees, lawsuits, allegations, judgments, or other losses caused by or as a result of: (a) the prosecution of the Work contemplated by this Agreement by Kern River, or any employees, contractors, subcontractors, principals or agents of Kern River; (b) any mechanic's, materialman's, tax or other lien asserted against the Property as the result of the Work; (c) the failure to properly obtain any permit or other approval necessary for the Work; or (d) Kern River's material breach of any provision of this Agreement.

8. Insurance. Kern River shall, at its sole cost and expense, obtain and maintain workers compensation and liability insurance in amounts sufficient to protect against the risks and liabilities assumed by Kern River under this Agreement.

9. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

10. Termination. This Agreement and right of entry granted hereunder may be terminated by Rocky Mountain Power in the event that Kern River continues in default with respect to any provision of this Agreement for a period of two days after receipt of notice from Rocky Mountain Power identifying the nature of Kern River's breach. Notwithstanding the

foregoing, in the event that the nature of Kern River's breach constitutes an imminent threat to persons or property, Rocky Mountain Power may immediately suspend the right of entry granted herein until such time as Kern River remedies the breach.

11. Restoration of Property. Upon termination of this Right of Entry agreement, Grantee shall restore the Property to substantially the same condition as existed prior to the work, including but not limited to restoring vegetation to its original condition as current year growing season permits.

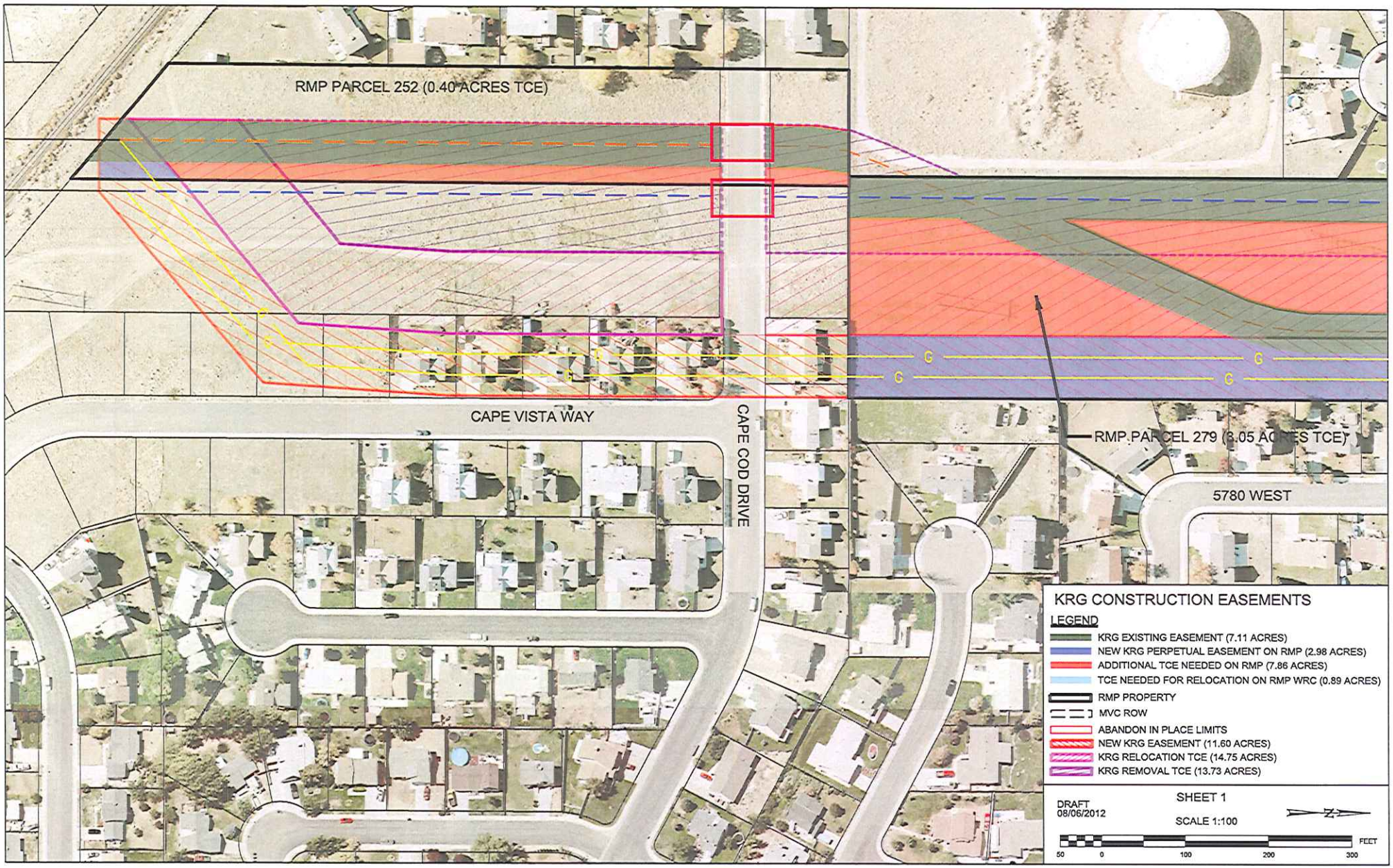
12. Rocky Mountain Power and Kern River contemplate entering into and executing an agreement with the Utah Department of Transportation regarding the relocation of the pipelines which is the basis for entering into this Agreement. If the Utility Relocation and Property Exchange Agreement is not executed for any reason, Kern River will remove the Pipelines installed pursuant to this Agreement and shall restore the Property to its pre-construction condition.

13. 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 agreement. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

ROCKY MOUNTAIN POWER	KERN RIVER
By: _____	By: _____
Name: Douglas Bennion, P.E.	Name: Doug Gibbons
Title: Vice President	Title: Manager, Land & Environmental

Exhibit A
(Map of Grantor's Land and map of temporary workspaces)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LEGEND
KRG EXISTING EASEMENT (7.11 ACRES)
NEW KRG PERPETUAL EASEMENT ON RMP (2.98 ACRES)
ADDITIONAL TCE NEEDED ON RMP (7.86 ACRES)
TCE NEEDED FOR RELOCATION ON RMP WRC (0.89 ACRES)
RMP PROPERTY
MVC ROW
ABANDON IN PLACE LIMITS
NEW KRG EASEMENT (11.60 ACRES)
KRG RELOCATION TCE (14.75 ACRES)
KRG REMOVAL TCE (13.73 ACRES)
DRAFT
08/06/2012
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FEET
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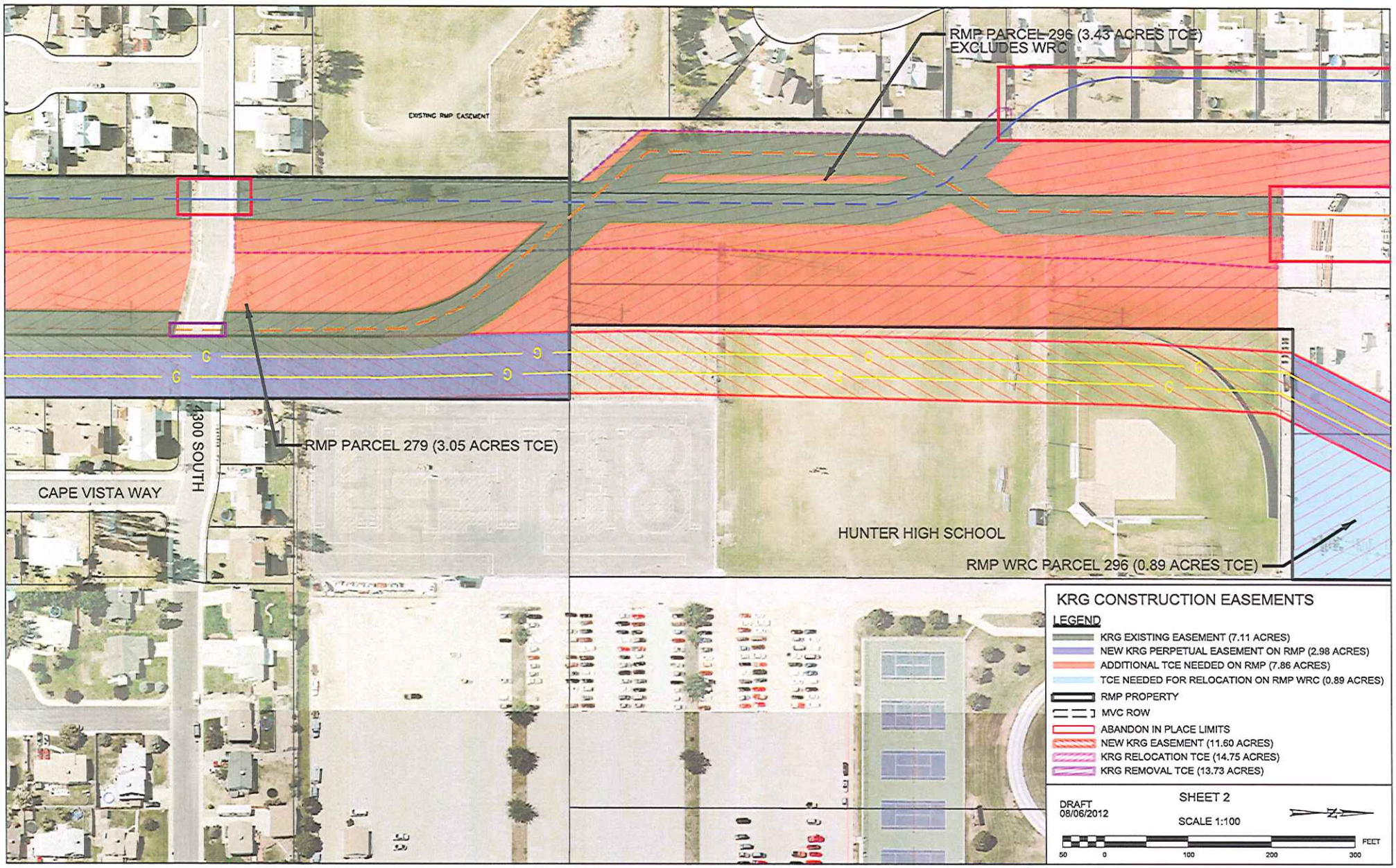
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EXCLUDES WRC
EXISTING RMP EASEMENT
RMP PARCEL 279 (3.05 ACRES TCE)
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CAPE VISTA WAY
HUNTER HIGH SCHOOL
RMP WRC PARCEL 296 (0.89 ACRES TCE)
KRG CONSTRUCTION EASEMENTS
LEGEND
KRG EXISTING EASEMENT (7.11 ACRES)
NEW KRG PERPETUAL EASEMENT ON RMP (2.98 ACRES)
ADDITIONAL TCE NEEDED ON RMP (7.86 ACRES)
TCE NEEDED FOR RELOCATION ON RMP WRC (0.89 ACRES)
RMP PROPERTY
MVC ROW
ABANDON IN PLACE LIMITS
NEW KRG EASEMENT (11.60 ACRES)
KRG RELOCATION TCE (14.75 ACRES)
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08/06/2012
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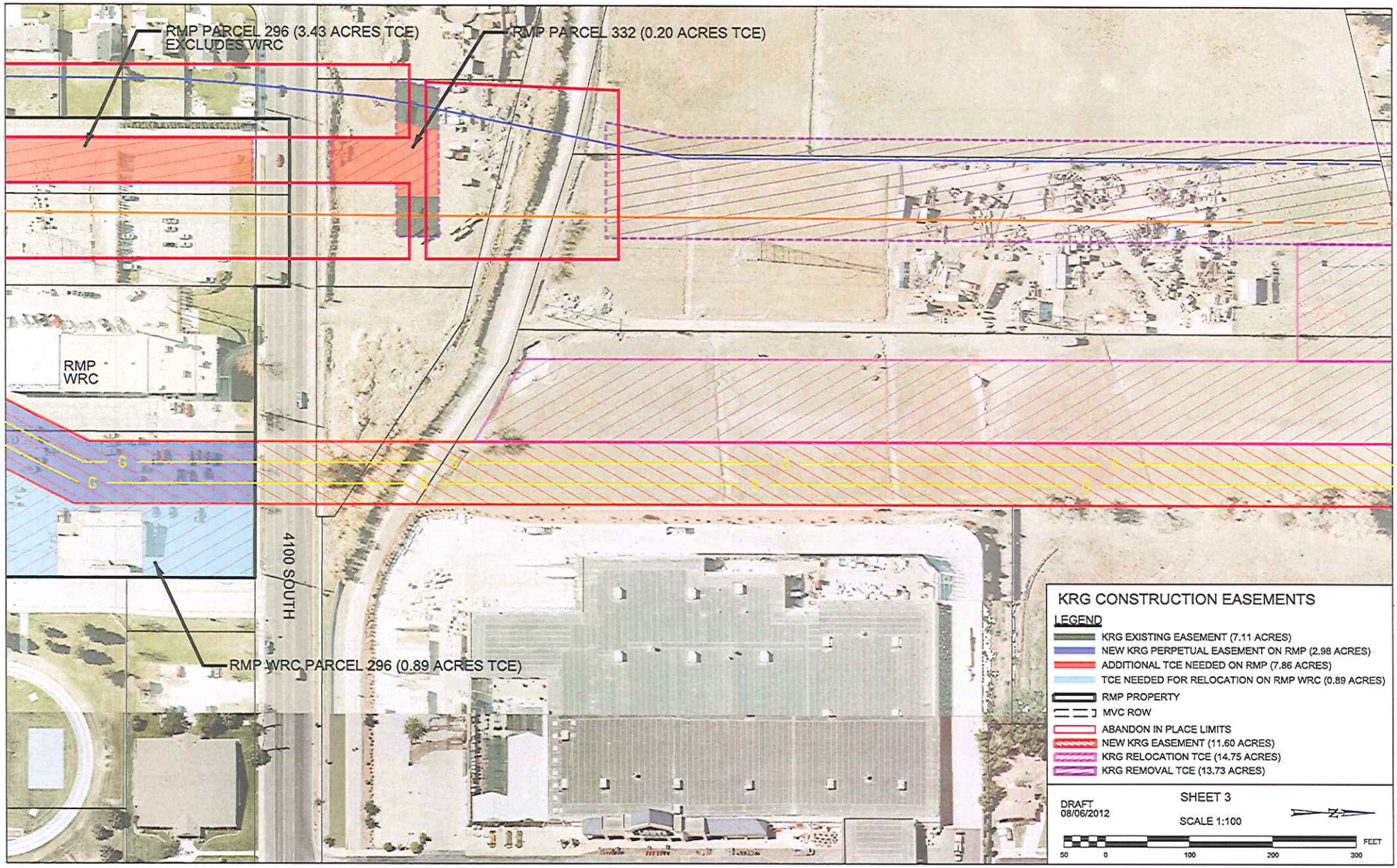
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RMP
WRC
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RMP WRC PARCEL 296 (0.89 ACRES TCE)
KRG CONSTRUCTION EASEMENTS
LEGEND
KRG EXISTING EASEMENT (7.11 ACRES)
NEW KRG PERPETUAL EASEMENT ON RMP (2.98 ACRES)
ADDITIONAL TCE NEEDED ON RMP (7.86 ACRES)
TCE NEEDED FOR RELOCATION ON RMP WRC (0.89 ACRES)
RMP PROPERTY
MVC ROW
ABANDON IN PLACE LIMITS
NEW KRG EASEMENT (11.60 ACRES)
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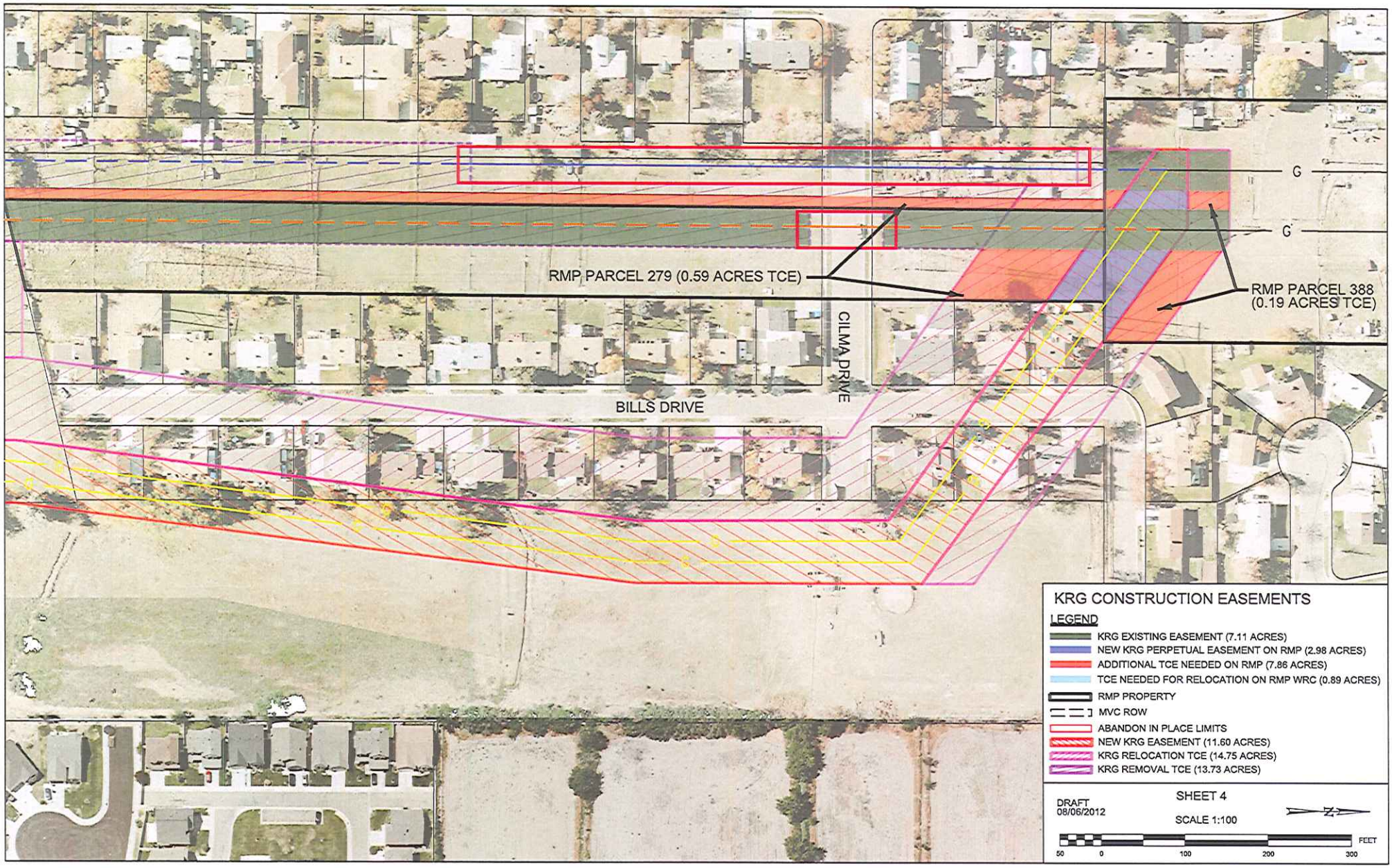
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(0.19 ACRES TCE)
CILMA DRIVE
BILLS DRIVE
G
G
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LEGEND
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NEW KRG PERPETUAL EASEMENT ON RMP (2.98 ACRES)
ADDITIONAL TCE NEEDED ON RMP (7.86 ACRES)
TCE NEEDED FOR RELOCATION ON RMP WRC (0.89 ACRES)
RMP PROPERTY
MVC ROW
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