



825 NE Multnomah, Suite 2000
Portland, Oregon 97232

September 21, 2009

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive S.W.
P.O. Box 47250
Olympia, WA 98504-7250

Attention: David W. Danner
Executive Director and Secretary

**RE: UE-090855, Affiliated Interest Agreement between Pacific Power & Light Company
and BNSF Railway Company, Contract 08-3016**

Dear Mr. Danner:

On June 4, 2009, PacifiCorp, d.b.a. Pacific Power ("Company") filed one verified copy of the License for Electric Supply Line Across or Along Railway Property ("License") between PacifiCorp, and BNSF Railway Company. In that filing, the Company indicated that a copy of the signature page to the License would be provided to the Washington Utilities and Transportation Commission ("Commission") after execution. Enclosed for the Commission's records is a copy of the signature page for the License.

Informal inquiries may be directed to Cathie Allen, Regulatory Manager, at (503) 813-5934.

Sincerely,

Andrea L. Kelly
Vice President, Regulation

Enclosure

- 37. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

- 38. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

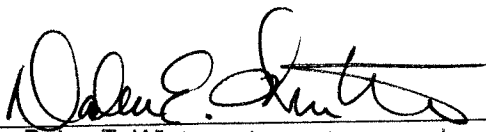
- 39. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

- 40. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

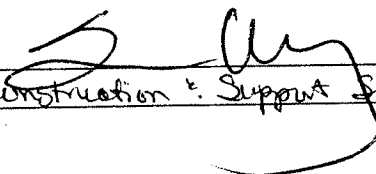
Iron Horse Development, LLC is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

BNSF RAILWAY COMPANY

By: 
Dalen E. Wintermute, Manager - Land Revenue Management

PACIFICORP

By: 
 Title: MD, Construction & Support SVCS