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03/17/2014 11:20:04 AM

Fee: \$52.00

Return to: Pacific Power  
1950 Mallard Lane  
Klamath Falls, OR 97601

CC#: 11591 WO#: 5858705

### RIGHT OF WAY EASEMENT

For value received, *Iron Horse Acres LLC, a Delaware limited liability company* ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **10 and 20** feet in width and **3410** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in *Siskiyou County, State of California*, more particularly described as follows and/or shown on Exhibit(s) *A* attached hereto and by this reference made a part hereof:

A portion of:

*The S ½ of the NW ¼ and the SW ¼ of the NE ¼ of Section 7, Township 45 North, Range 2 East of the Mt. Diablo Meridian, Siskiyou County, State of California.*

Assessor's Parcel No. 010-140-240, -250 and -440

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way 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 right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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

**Dispute Resolution.** Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within ten (10) days after presentation of the dispute, then:

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, 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.

If a waiver of jury trial is deemed by any court of competent jurisdiction to not be enforceable for any reason, then to the fullest extent permitted by law, each of the parties hereto agree to binding arbitration. Such arbitration shall be in accordance with the rules and procedures of the American Arbitration Association (AAA). Notwithstanding any AAA rules and procedures or any other provisions or any state or federal laws, the parties agree that the arbitrators shall not consider or award punitive damages as a remedy. Upon the Company's request, AAA shall provide the parties a list of arbitrators each of whom have experience and expertise with respect to construction. Upon each of the parties receipt of such list, each party shall have ten (10) days to select an arbitrator. The two selected arbitrators shall then select a third arbitrator within thirty (30) days from the date the initial two arbitrators were selected and the matter subject to arbitration shall be arbitrated within sixty (60) days after the selection of the third arbitrator.

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

Dated this 13 day of March, 2014.

Iron Horse Acres LLC, a Delaware limited liability company By Hancock Natural Resource Group, Inc.  
By: [Signature] its investment manager  
(Signature of Representative)  
Its: Sr. Vice President  
(Title) Grantor

#### REPRESENTATIVE ACKNOWLEDGEMENT

State of Massachusetts )  
County of Suffolk ) ss.

On March 13, 2014 before me, Tricia E. Gasca  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE", NOTARY  
PUBLIC"

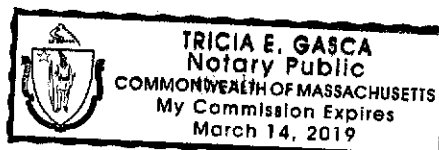
personally appeared Oliver S. Williams IV  
NAME(S) OF SIGNER(S)

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 this 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.

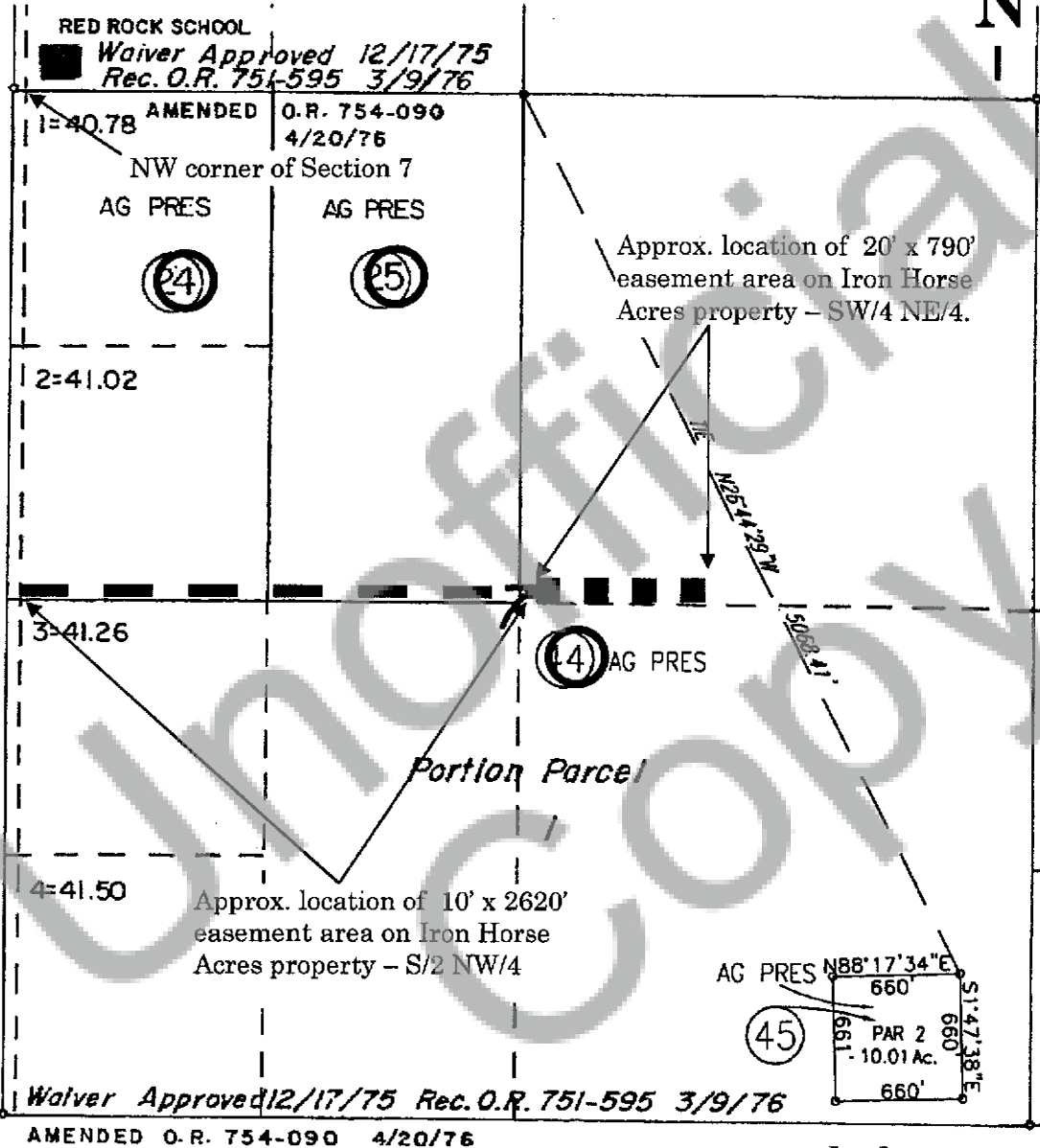
Signature Tricia E. Gasca  
SIGNATURE OF NOTARY



# PROPERTY DESCRIPTION

Section: 7 (S/2 NW/4 and SW/4 NE/4), Township: 45N, Range: 2E, Mt. Diablo Meridian,  
Siskiyou County, State of California.

Assessor's Parcel No.: 010-140-240, -250 and -440



CC#: 11591 WO#: 05858705

Landowner Name: Iron Horse Acres, LLC

Drawn by: P14022 S.Mease

**EXHIBIT A**

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 boundaries of the described easement area.

**PACIFIC POWER**  
A DIVISION OF PACIFICORP