

November 20, 2015

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: UPN ___ PacifiCorp Notice of Property Disposition—Execution of License Agreement with Wold Energy Partners, LLC

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) provides notice of the disposition of property necessary or useful in the provision of utility service (Notice).

PacifiCorp executed a Non-Exclusive Road Access License Agreement (License) with Wold Energy Partners, LLC (Wold) for certain property located in Converse County, Wyoming. The License will allow Wold to use a road that allows them to access their oil and gas assets in an adjacent parcel. The License was executed by PacifiCorp on September 23, 2015. A copy of the Non-Exclusive Road Access License Agreement is included with this Notice as Attachment A.

The License contains a ten-year term with an understanding that the License will remain in effect for so long as Wold's operations are being actively conducted on the adjacent land. The parties expect that the term of the License may be effective for approximately thirty years. Accordingly, the value of the License is estimated to be \$46,623.91. Wold's use of the property under the License will not interfere with PacifiCorp's ability to operate its facilities or impede access to the Company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

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

By E-mail (preferred): datarequest@pacificorp.com.

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

Please direct informal questions with respect to this filing to Erin Apperson at 503-813-6642.

Sincerely,


R. Bryce Dalley
Vice President, Regulation

ATTACHMENT A
NON-EXCLUSIVE ROAD ACCESS LICENSE AGREEMENT



NON-EXCLUSIVE ROAD ACCESS LICENSE AGREEMENT

This NON-EXCLUSIVE ROAD ACCESS LICENSE AGREEMENT (“**Agreement**”) is between PACIFICORP, an Oregon corporation with an address of 1407 West North Temple, Suite 110, Salt Lake City, Utah 84116 (“**Licensor**”), and WOLD ENERGY PARTNERS, LLC, a Delaware limited liability company with an address of 1775 Sherman Street, Suite 1700, Denver, Colorado 80203 (“**Licensee**”), and each being a (“**Party**”) and both the (“**Parties**”).

RECITALS

A. Licensor owns certain real property located in the south west quarter of Section 34, Township 36 North, Range 75 West, 6th P.M., Converse County, Wyoming (“**Licensor’s Property**”). Licensor uses Licensor’s Property in connection with Licensor’s electric generation, transmission, distribution, and/or mining reclamation operations. County Road 23 crosses Licensor’s Property. A private access road branches from County Road 23 to traverse approximately 1,615 feet of Licensor’s Property before exiting Licensor’s Property at its western boundary (“**Access Road**”). Licensor’s Property and the Access Road are more particularly described and/or depicted in Exhibit “A” attached hereto and incorporated herein.

B. Licensee has mineral rights to certain real property located in Townships 35, 36, and 37 North, Range 75 and 76 West, 6th P.M., Converse County, Wyoming (“**Adjacent Lands**”). Licensee desires to use the approximately 1,615-foot Access Road to cross Licensor’s Property for the purpose of accessing the Adjacent Lands and conducting oil and gas exploration and production operations (“**Licensee’s Operations**”).

C. Subject to and in accordance with the terms and conditions set forth in this Agreement, Licensor is willing to allow Licensee to use the Access Road for the limited purpose of accessing the Adjacent Lands to conduct Licensee’s Operations only.

NOW, THEREFORE, in consideration of terms and conditions set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Grant of License.** Licensor hereby authorizes Licensee, its authorized agents, employees and contractors, on a revocable non-exclusive basis, to enter upon, over and across the Access Road for the limited purpose of accessing the Adjacent Lands and conducting Licensee’s Operations only, provided, however, that such access shall not unreasonably interfere with or disrupt Licensor’s use of the Access Road for its own purposes.

2. **Term.** Unless terminated earlier as provided in Section 12, the term of this Agreement shall be ten years from the date it is first fully executed by both Parties (“**Effective Date**”) and for so long as Licensee’s Operations are still being actively conducted on the Adjacent Lands. If Licensee’s Operations are still being conducted the Parties agree to review the terms of the agreement every ten years from the Effective Date and negotiate in good faith any terms that may need to be amended. It is understood that PacificCorp may require such new or additional terms and conditions as may be reasonable in the context of any changed conditions or circumstances.

3. **Consideration.**

3.1 **Consideration Payments.** Licensee shall pay to Licensor an annual payment in the amount of Nine Hundred and Eighty Dollars (\$980.00). After the first payment, the annual payment will be increased annually and cumulatively by three percent (3%). The first payment shall be due and payable upon the execution of this Agreement. Each subsequent annual payment shall be due and payable in advance on the 1st day of August for each year of the Agreement remains in force and effect and shall be sent to the following address:

*PacifiCorp
Central Cashier
P.O. Box 5504
Portland, OR 97228-5504*

3.2 **Late Payments.** In the event Licensee fails to make its annual payment within thirty (30) days after the due date specified above, Licensee shall pay, in addition to the annual payment owed, a fee equal to ten percent (10%) of the annual payment owed. If Licensee fails to make its payment within sixty days (60) days after the due date specified above, the entire overdue amount including the late payment fee provided for herein, from the date due until fully paid, shall bear interest at the lesser of (a) the rate of twelve percent (12%) per annum, or (b) the maximum annual rate permitted by applicable law.

4. **Licensee's Conduct.** In exercising its rights under this Agreement, Licensee agrees to the following:

a. Licensee shall not make or allow any use of the Access Road that is inconsistent with or that may unreasonably interfere with Licensor's use, operation, maintenance, repair, or upgrade of its Access Road, existing power line facilities and installations or any additional road, power line facilities or installations that may be constructed hereafter.

b. Licensee shall not make any alterations or improvements to the Access Road without Licensor's prior written approval, which approval will not be unreasonably delayed, denied, or withheld. Any alterations or improvements which are approved by the Licensor and implemented by the Licensee shall comply with any applicable local, state, or federal laws or regulations as well as the National Electric Safety Code, Licensor's minimum electrical clearance standards, and any other condition deemed necessary by Licensor.

c. Licensee shall not allow or permit access across the Access Road by any construction cranes or other equipment having a boom, similar attachment, or any other element that might come into contact with Licensor's overhead transmission or distribution power lines. **Licensee shall not access Licensor's Property with, or use the Access Road to transport, any vehicle, machinery, equipment, or other object that is 16 feet or more in height.** If Licensee needs to move equipment that is 16 feet or more in height across the Access Road, Licensee shall consult with Licensor and Licensor agrees to work with Licensee in an attempt to find a reasonable solution; however, Licensee shall not under any circumstances move equipment that is 16 feet or more in height across the Access Road without PacifiCorp's express written permission and Licensee must strictly comply with any terms, conditions, or restrictions associated with any such written permission. Licensor shall have no obligation to alter its facilities to accommodate equipment that is 16 feet or more in height and Licensor may deny access by such equipment if Licensor reasonably concludes that such equipment represents a hazard to safety or to the reliability and integrity of Licensor's utility system or any of its components.

d. Licensee is authorized to use the Access Road only and shall not make any other use of the Licensor's Property. No camping, hunting, dogs, pets, fishing, firearms, archery equipment, alcohol, drugs, off access road traffic, or similar activities are allowed at any time on Licensor's Property by Licensee or Licensee's representatives, successors and assigns. Violators of the afore-mentioned, and any person conducting any other unacceptable activities or behavior will be removed immediately at the sole discretion of Licensor and/or as a responsibility of Licensee, or its successors and assigns, and will not be allowed back on Licensor's Property for any reason. Licensee's vehicle operators will not honk vehicle horns, except as a matter of personal safety. Licensee, or its successors and assigns, shall not allow or engage in loud or annoying music created by vehicular or portable radios, stereos, cassette or compact disk players.

e. Licensee, at its sole cost, risk and expense, will: (i) keep the Access Road free from and otherwise control noxious and undesirable weeds; and (ii) take reasonable measures to suppress and control dust from its operations on the Access Road.

5. **Licensee's Conduct.** Licensee's use of the Access Road under this Agreement shall be subject to all easements and encumbrances, now and hereafter of record and Licensor, for itself, its successors and assigns, reserves the right to cross the Access Road at any time with equipment and personnel, overhead or underground power lines and other cables and conduits of any nature or kind, access roads, and any equipment or facilities Licensor deems necessary or convenient, provided that the same shall be done in a manner, to the extent possible, which will not unreasonably interfere with the License granted hereunder.

6. **Realignment of Access Road.** Licensor, for itself, its successors and assigns, also reserves the right to alter or reconfigure the alignment and/or route of the Access Road at its sole cost and expense, provided that the same shall be done in a manner, to the extent possible, which will not unreasonably interfere with the License granted hereunder. In the event of such reconfiguration, Licensor and Licensee mutually agree to execute an amendment to this Agreement reflecting such reconfiguration.

7. **Maintenance.** Licensor shall have no obligation to maintain the Access Road and to keep the same in passable condition for the benefit of Licensee. At Licensor's request, Licensee will immediately repair any damage caused to the Access Road by Licensee's use and otherwise maintain the Access Road; any such work performed on said roadway by Licensee (after Licensee has obtained Licensor's written authorization to conduct such work) shall be at Licensee's sole cost and expense.

8. **Restoration.** All operation, maintenance or improvement work performed by Licensee on the Access Road (after Licensee has obtained Licensor's written authorization to conduct such work) shall be completed in a careful and workmanlike manner, free from all claims, encumbrances, or liens. Upon completion of the oil and gas exploration and production operations by Licensee and therefore completion of the Licensee's use of the Access Road, Licensee shall remove all debris and restore the surface of the Access Road as nearly as possible to the condition in which it was at the commencement of Licensee's use of the Access Road. Such restoration and maintenance shall be at Licensee's expense. Licensee shall not permit any mechanic's or materialman's lien to be filed against the Licensor's Property and in the event any such lien or claim is filed against the Licensor's Property as a result of any action or inaction by Licensee, Licensee shall immediately remove the lien through satisfaction of the claim, assertion of valid defenses or initiation and prosecution of an action requiring removal of the lien.

9. **Release and Indemnification.** Licensee shall use the Access Road at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Licensor, its officers, directors, employees, subsidiaries and affiliates, arising out of Licensee's use of or

activities on or around the Access Road. To the fullest extent permitted by law, Licensee shall indemnify, protect, and hold harmless Licensor (including its parents and affiliates) and its directors, officers, representatives, employees and agents against and from any and all claims, liens, demands, suits, losses, death or damages to property, costs and damages of every kind and description, including attorneys' fees and/or litigation or other legal expenses, resulting from or arising out of, or in any way connected with any act, omission, fault or negligence of Licensee, or Licensee's employees, agents or contractors (collectively "Licensee Parties"), in connection with any Licensee Parties' use of the Licensor's Property or the performance or nonperformance of Licensee's obligations under this Agreement, or in any way related to this Agreement.

10. **Insurance.** Without limiting any liabilities or any other obligations of Licensee, Licensee shall procure and continuously maintain for the duration of this Agreement, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement or Licensee's use or occupancy of the Premises as follows:

10.1 **Workers' Compensation.** Worker's compensation coverage as required by law. Licensee shall furnish proof thereof satisfactory to Licensor within fourteen (14) days within execution of this Agreement. All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Licensor, its parent, divisions, affiliates, subsidiary companies, co-licensees, co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Licensor and Licensee that the insurance as effected shall protect all parties.

10.2 **Employer's Liability.** Employer's liability insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

10.3 **Commercial General Liability.** The most recently approved Insurance Services Office ("ISO") commercial general liability policy, or its equivalent, written on an occurrence basis, or written on a claims made basis with a retroactive date that is before the date of this agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Access Road, including the following coverages:

- i. Bodily injury, property damage, and personal injury coverage, including damage to Licensor's electric facilities or improvements as a result of Licensee's, its contractors', subcontractors' or agents' negligence.
- ii. Contractual liability
- iii. Premises and Products/Completed Operations
- iv. Independent Contractors

10.4 **Automobile Liability.** The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

10.5 **Umbrella Liability.** Umbrella liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to the excess of the coverages and limits required in Employers' Liability, Commercial General Liability, and Automobile Liability insurance in

10.2, 10.3, and 10.4 above. Such insurance policies shall be maintained to cover any liability arising from Licensee's use of the Access Road and indemnification identified in Section 9 of this Agreement.

10.6 **Certificate of Insurance.** Licensee shall provide to Licensor a certificate of insurance evidencing its insurance coverage. The policies required herein, except Workers' Compensation and Employers' Liability, shall include provisions or endorsements naming Licensor, its parent, affiliates, subsidiaries, its officers, directors, agents, employees or servants as additional insured. The insurance required herein may be met through a combination or primary, excess, and self-insurance.

10.7 **Licensee's Insurance Primary.** To the extent of Licensee's negligent acts or omissions and/or Licensee's indemnity obligations under this Agreement, all policies required under this Agreement shall include provisions that such insurance is primary with respect to the interest of Licensor and that any other insurance maintained by Licensor is excess and noncontributory insurance with the insurance required hereunder, and provisions that the policy contain a cross liability or severability of interest clause or endorsement.

10.8 **No Right of Recovery or Subrogation.** Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against the Licensor, its parent, divisions, affiliates, subsidiaries companies, co-licensees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Licensor and Licensee that the insurance as affected shall protect all parties.

10.9 **Notice Prior to Change or Cancellation.** Operator shall not cancel the policies or reduce the limits of liability without 1) ten (10) calendar days' prior written notice to PacifiCorp if cancelled for nonpayment of premium, or 2) thirty (30) calendar days' prior written notice to PacifiCorp if cancelled for any other reason.

11. **Notice Prior to Starting Work.** Execution of this agreement by the Parties shall be considered Licensee's written notice to, and Licensor's acceptance of use of the Access Road as authorized herein.

12. **Termination.** This Agreement may be terminated upon the happening of any of the following events:

12.1 This Agreement shall terminate on January 31, 2019, if by such date Licensee no longer has one or more wells on the Adjacent Lands that are capable of oil and gas production.

12.2 This Agreement shall terminate if Licensee fails to cure any breach of this Agreement within thirty days of receiving written notice of breach from Licensor.

12.3 This Agreement shall terminate if Licensee does not use the Access Road for a period of twenty-four (24) months or more.

13. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Licensor's Access Road for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed in this Agreement.

14. **Successors and Assigns.** This Agreement is binding upon the Parties and their respective successors and assigns. No assignment by Licensee shall be effective until written notice has

been provided to Licensor and Licensor has provided Licensee with written approval of the same, which approval shall not be unreasonably delayed or denied. Any assignee of the Licensee must agree to be bound by the entirety of this Agreement and must satisfy all insurance requirements under this Agreement. PacifiCorp may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest with respect to the Property, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which PacifiCorp is a party.

15. **Waiver.** Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any breach of this Agreement on the part of the other party.

16. **Modification.** This Agreement may not be modified or amended except by an instrument in writing signed by all parties hereto.

17. **Notice.** Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, or (ii) after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the party or person intended. All notices shall be given to the following:

Licensor: PacifiCorp
Property Management Department
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

Licensee: Wold Energy Partners, LLC
ATTN: Land Manager
1775 Sherman Street, Suite 1700
Denver, CO 80203
Phone: (303) 831-0575

18. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof unless executed or approved in writing by both parties.

19. **Applicable Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Wyoming without giving effect to that state's principles governing conflicts of laws.

20. **Authority of Signatories.** Each of the persons executing this Agreement warrants his or her authority to do so and to bind the part on behalf of whom it is signed.

21. **Recordation.** This Agreement shall not be recorded. In the event one of the parties requires evidence of this Agreement to be recorded in the real property records the parties agree to negotiate in good faith a mutually acceptable memorandum of agreement suitable for recording. Each party shall bear its own recording costs.

22. **Rights Reserved.** This Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of the Licensor. Jurisdiction and supervision of the Licensor over concerned lands are not surrendered or subordinated by issuance of this Agreement. The Licensor reserves the right to issue to other additional licensees, rights-of-way or permits for compatible uses of the lands subject to this Agreement. There is also reserved the right of the Licensor, its officers, agents, employees, licensees and permittees to have ingress to, passage over, and egress from all of Licensor's Property for the purpose of exercising, enforcing and protecting the rights reserved herein or for any other legitimate purpose.

23. **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.

24. **Regulatory Approval.** The parties acknowledge and agree that Licensor may need to obtain approval from one or more state public utility commissions with regard to this Agreement. Licensor may immediately terminate this Agreement if authority to permit access to the Access Road or the Licensor Property is denied or conditioned by any state utility commission with review and approval authority over the Agreement or the Licensor Property or in the event Licensor cannot obtain any regulatory approval of this Agreement on terms that are satisfactory to Licensor.

25. **Survival.** With regard to any claim or cause of action which arose during or is based on facts that occurred during the term of this Agreement, all indemnification, assumption of risk, and release of liability provisions of this Agreement will survive the termination or expiration of this Agreement.

26. **Severability.** If any clause or provision of this Agreement is determined by a court of competent jurisdiction in a final order to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and which is legal, valid, and enforceable.

27. **Execution in Counterparts; Electronic Transmittal.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail.


28. **Interpretation.** Both Parties have had the opportunity to negotiate this Agreement and to seek the advice of legal counsel prior to entering into this Agreement. The provisions of this Agreement shall not be construed against the drafter. Unless the context requires otherwise, the term "including" contemplates "including but not limited to".

[Signature block on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the last day and year written below

LICENSEE

WOLD ENERGY PARTNERS, LLC, A Delaware Corporation

By: 
Jarred R. Kubat
Its: Attorney-in-Fact
Date: September 14, 2015

LICENSOR

PACIFICORP, an Oregon corporation

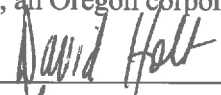
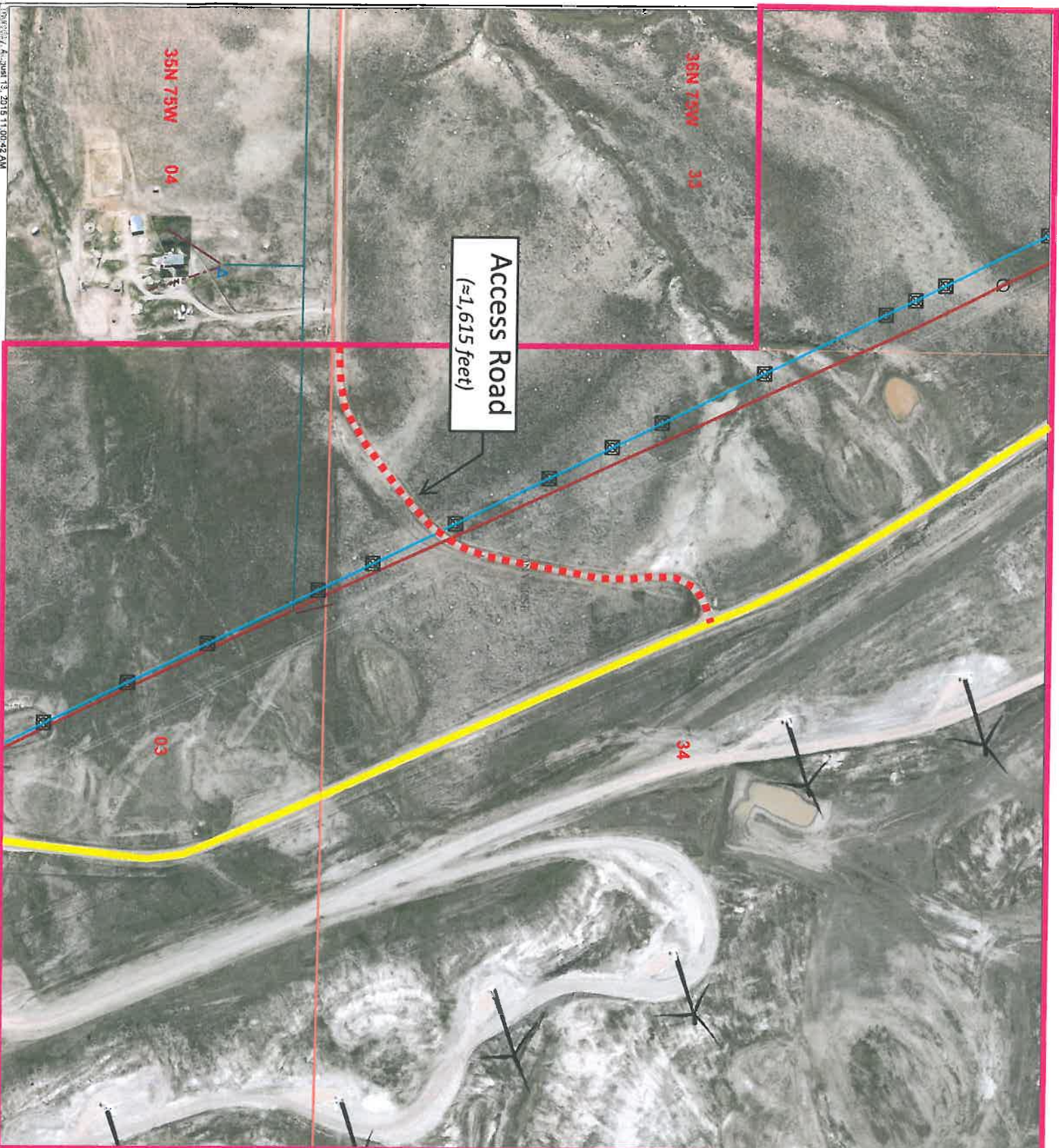
By: 
Its: Manager, Property Management East
Date: 9/23/15



EXHIBIT 'A'

Legend

- Transmission Line**
- 500
 - 345
 - 230
 - 161
 - 138
 - 115
 - 89
 - 57
 - 46
 - oh3 primary
- Section**
- Licensor's Property
 - County Road 23 (65 Ranch Road)
 - Access Road



1:4,812

0 0.0225 0.045

Miles

Data is projected to NAD 1983 UTM Zone 13N

No Warranty. With respect to any information, including but not limited to the Confidential Information, which a Party furnishes or otherwise discloses to another Party for the purpose of evaluating Compliance, it is understood and agreed that the Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that no Party or its Representatives shall have any liability or responsibility to another Party or to any other person or entity resulting from the use of any information so furnished or otherwise provided pursuant to this Agreement.