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Introduction and Purpose

This Right of Way Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized in the United States, with an address at 23 Main St, Anytown, CA 90210 ("Grantor"), and Acme, Inc, also organized in the United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Grantee").

Purpose of Agreement

Grantor owns certain real property and has the right to grant access to it. Grantor desires to grant Grantee a right of way on, over, under, and through a portion of its property. Grantee desires to obtain certain rights to access said property. The purpose of this Agreement is to define the terms and conditions under which Grantee will be permitted to use a defined portion of Grantor's property.

Intended Use

This Agreement grants ACME-1 a right of way for the purpose of installing, operating, and maintaining a utility pipeline. The specific location and dimensions of the right of way are described in Exhibit A (Legal Description) and Exhibit B (Maps), which are attached to and incorporated into this Agreement. This right of way allows ACME-1 to install and maintain a pipeline.

Grant of Right of Way and Scope

DocuPal Demo, LLC ("Grantor"), for good and valuable consideration, grants to Acme, Inc. ("Grantee"), a perpetual, non-exclusive right of way (the "Right of Way") to access, use, and maintain a utility pipeline on, over, under, and across a portion of Grantor's property located at 23 Main St, Anytown, CA 90210 (the "Property").

Location and Dimensions

The Right of Way consists of a 20-foot wide strip across the southern boundary of Parcel A, as legally described in Exhibit A, which is attached to and incorporated into this Agreement. Grantee is responsible for determining the exact location within



the described area for the utility pipeline.

Permitted Uses

The Right of Way is granted for the following purposes:

- Installation of a utility pipeline.
- Maintenance, repair, and replacement of the utility pipeline.
- Inspection of the utility pipeline.
- Any other activities reasonably necessary or incidental to the above purposes.

Restrictions on Use

Grantee's use of the Right of Way is subject to the following restrictions:

- **Access Hours:** Access to the Right of Way is limited to daylight hours, specifically 7:00 AM to 7:00 PM, Monday through Friday. Access is not permitted on holidays.
- **Prohibited Activities:** Grantee shall not construct any buildings or other structures within the Right of Way. Planting of trees or storage of materials within the Right of Way is strictly prohibited.
- **Interference:** Grantee shall not interfere with Grantor's use and enjoyment of the Property, except as is reasonably necessary to exercise its rights under this Agreement.
- **Compliance:** All activities conducted by Grantee within the Right of Way shall comply with all applicable laws, regulations, and permits.
- **Restoration:** Upon completion of any work within the Right of Way, Grantee shall restore the surface of the Right of Way to its original condition, as reasonably possible.

Compensation and Payment Terms

DocuPal Demo, LLC will receive a total compensation of \$10,000. This represents the full and final payment for the right of way granted to ACME-1 under this agreement.

Payment Schedule

The total compensation of \$10,000 will be paid as a one-time payment.



Payment Method

ACME-1 will remit the payment to DocuPal Demo, LLC via wire transfer. DocuPal Demo, LLC will provide the necessary wire transfer details in a timely manner.

Payment Deadline

The payment will be initiated by ACME-1 within thirty (30) days of the full execution of this Right of Way Agreement.

Duration and Termination

Effective Period

This Right of Way Agreement will become effective on the date it is executed. The agreement will remain in effect for a period of twenty-five (25) years from the effective date.

Termination

This Agreement may be terminated under the following conditions:

- **Breach:** If either party fails to comply with any material term or condition of this Agreement, the other party may terminate this Agreement. The terminating party must provide sixty (60) days written notice of the breach. The notice shall specify the nature of the breach. Termination will be effective if the breach is not cured within the sixty (60) day period.
- **Abandonment:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 abandons the use of the Right of Way. DocuPal Demo, LLC must provide sixty (60) days written notice of termination due to abandonment.
- **Insurance:** If ACME-1 fails to maintain the insurance coverage required by this Agreement, DocuPal Demo, LLC may terminate this Agreement. DocuPal Demo, LLC must provide sixty (60) days written notice of termination due to failure to maintain insurance.

Consequences of Termination

Upon termination of this Agreement, ACME-1 shall:



- Remove all of its personal property from the Right of Way.
- Restore the Right of Way to its original condition, reasonable wear and tear excepted.
- Cease all use of the Right of Way.

Maintenance, Repair, and Restoration Obligations

ACME-1 will maintain the Right of Way area during the term of this Agreement. This includes keeping the area clear of obstructions and hazards. ACME-1 is responsible for all repairs to the pipeline and associated facilities within the Right of Way.

Repair Standards and Timelines

All repairs must meet or exceed industry standards for similar facilities. ACME-1 will complete repairs within thirty (30) days of discovering any damage. If repairs cannot be reasonably completed within thirty (30) days, ACME-1 will notify Docupal Demo, LLC and provide a timeline for completion.

Restoration

Upon completion of the pipeline installation, or at the termination of this Agreement, ACME-1 will restore the Right of Way to its original condition. This includes backfilling any excavations, re-grading the land, and reseedling any disturbed areas with native vegetation. ACME-1 will also restore any landscaping that was removed or damaged during its activities. The restoration work will be performed in a timely and workmanlike manner.

Liability, Indemnification, and Insurance

Liability

ACME-1 assumes all responsibility for accidents, injuries, or damages arising from its use of the Right of Way. DocuPal Demo, LLC will not be liable for any such occurrences.



Indemnification

ACME-1 shall indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, agents, and employees from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with ACME-1's exercise of its rights under this Agreement. This includes, but is not limited to, any damage to property, injury to persons, or environmental contamination caused by ACME-1's activities on the Right of Way.

Insurance

ACME-1 shall maintain, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

- **Commercial General Liability Insurance:** With a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. This policy shall name DocuPal Demo, LLC as an additional insured.
- **Workers' Compensation Insurance:** In compliance with the statutory limits required by the laws of the State of California.

ACME-1 shall provide DocuPal Demo, LLC with certificates of insurance evidencing the required coverage prior to commencing any work on the Right of Way and annually thereafter. These certificates shall provide for thirty (30) days' written notice to DocuPal Demo, LLC prior to any cancellation or material change in coverage. Failure to maintain the required insurance shall be a material breach of this Agreement.

Surveying, Legal Description, and Mapping

Prior to ACME-1 accessing the property, a formal survey must be completed to accurately define the right of way. The legal description of the right of way is detailed in Exhibit A, which is attached to and incorporated into this Agreement.



Maps and Diagrams

Maps and diagrams illustrating the right of way are included in Exhibit B. These exhibits provide a visual representation of the area ACME-1 is authorized to access and utilize.

Surveyed Right of Way Boundaries

Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve any disputes arising from this Right of Way Agreement through good-faith mediation. If mediation fails to produce a resolution within a reasonable time, either party may initiate binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

Governing Law

This Right of Way Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Venue for any legal action arising out of this Agreement shall be in the courts of New Castle County, Delaware. Both DocuPal Demo, LLC and ACME-1 consent to the jurisdiction of those courts for such purposes.

Miscellaneous Provisions and Signatures

Miscellaneous Provisions

Amendments

This Right of Way Agreement may be amended only by a written instrument signed by both DocuPal Demo, LLC and ACME-1.



Assignment

ACME-1 shall not assign its rights or obligations under this Agreement without the prior written consent of DocuPal Demo, LLC.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Signatures

IN WITNESS WHEREOF, the parties have executed this Right of Way Agreement as of the 9th day of August, 2025.

DocuPal Demo, LLC

By: _____

Name:

Title:

ACME-1

By: _____

Name:

Title:

Notarization

[Notary Blocks for both parties to be inserted here]

