

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**SNOW MOUNTAIN HYDRO LLC, an Idaho
Limited Liability Company**

**APN: 027-060-062
COVE ROAD STORM DAMAGE
SLIDE REPAIR PROJECT**

This contract is entered into by and between the County of Shasta, as Grantee and hereinafter known as "County," and Snow Mountain Hydro LLC, an Idaho Limited Liability Company, hereinafter collectively known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. If any written notice or communication to Grantor is required or permitted pursuant to the terms and provisions of this contract, Grantor agrees that the following shall serve as a valid address for providing such notice or communication:

Grantor
Snow Mountain Hydro LLC
Attn: Doug Dockter
PO Box 7867
Boise, ID 83707
Email: ddockter@ida-west.com

3. The parties have herein set forth the whole of their contract, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as repairing slide damage on Cove Road in accordance with the Project specifications as shown on the Cove Road Storm Damage Slide Repair Project – Contract No. 706765, on file in the Shasta County Surveyor's Office (the "Specifications").
4. Compensation and Terms of Conditional Incentive Payment:
 - A. For the property interest described in Section 1 above, County shall compensate Grantor in the amount of \$ 2,200.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-536276 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and Transfer of Title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation from Placer Title Company.

- B. Conditional Incentive Payment: Subject to the provisions and conditions set forth herein, in addition to the compensation amount in Section 4(A) above, the County will pay Grantor a total of \$1,500.00 as an incentive if Grantor timely signs this Contract in accordance with these Contract's terms ("Incentive Payment"). Unless timely accepted beforehand, this Incentive Payment offer, and all subsequent such offers, if any, shall expire sixty (60) days from the Date of Receipt by Grantor of County's First Written Offer and County shall have no Incentive Payment obligation. The First Written Offer is the date the County first presents a written offer to Grantor regarding the Property. The Date of Receipt is the earliest of the following: the date the County presents its First Written Offer to Grantor in person; the date of delivery of the First Written Offer by Certified Mail to any Grantor address set forth in Section 2; or, actual receipt by Grantor of the First Written Offer. If Grantor consists of more than one person or entity, then (1) the County may, in its sole discretion, present the First Written Offer to each such person or entity either separately or concurrently; and (2) for purposes for determining the Date of Receipt, the term Grantor shall mean receipt by any one such person or entity. If any Incentive Payment is required to be paid pursuant hereto, then the incentive shall be paid to Grantor within four weeks of the execution and approval of this contract by County, or as soon as reasonably practicable thereafter.
- C. Grantor acknowledges and understands that payment by County of any compensation, incentive, and any other form of consideration or amount in connection with or arising out of this contract is contingent upon and subject to approval by the Shasta County Board of Supervisors. Accordingly, no compensation, incentive, or any other form of consideration, if any, may be paid to Grantor unless approved by the Shasta County Board of Supervisors.
- D. Grantor further acknowledges, understands, and agrees that if Grantor consists of more than one person or entity, then any compensation or payment required by this contract shall be paid to Grantor collectively and no person or entity comprising the Grantor shall have any independent right to any compensation or payment from County arising out of this contract.
- E. Notwithstanding any language contained herein to the contrary, no compensation shall be paid by County unless and until after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases except:
- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
 - (2) Matters of record;
 - (3) All matters an accurate survey or inspection of the Premises would reveal;
 - (4) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
- F. County shall pay all escrow and recording fees incurred in this transaction.
5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any

bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 4(A).

6. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
7. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
8. The right of possession and use of the Property shall commence upon Transfer of Title to County. Transfer of Title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
9. To the extent County is found legally liable, County shall defend, hold harmless and indemnify, regardless of outcome, Grantor from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any acts by the County or the County's officers, agents and employees, which arise from or which are in any way out of County's construction, use and maintenance of the Property, or in connection with the rights granted under this Right of Way Contract ("Grantor Damages"), regardless of whether such Grantor Damages occur on the Property or outside the boundaries of the Property.
10. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
11. This contract supersedes all previous contracts, if any, between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no contracts, representations, or warranties, express or implied, not specified in this contract.
12. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
13. The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written contract signed by the parties.
14. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
 - A. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the

USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

- B. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and Grantor have executed this contract on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this contract and to bind the party on whose behalf his/her execution is made.

APPROVED:
GRANTOR

SNOW MOUNTAIN HYDRO LLC, an Idaho Limited Liability Company
By: I W Energy Fund LLC, an Idaho Limited Liability Company (MEMBER/MANAGER)
By: Ida-West Acquisition Company, an Idaho corporation
(MEMBER and ADMINISTRATIVE AGENT)

By: 
DOUGLAS J. DOCKTER, PRESIDENT

Date 1-9-2023

By: I W One Percent LLC, an Idaho Limited Liability Company (MEMBER/MANAGER)
By: Ida-West Acquisition Company, an Idaho corporation
(MEMBER and ADMINISTRATIVE AGENT)

By: 
DOUGLAS J. DOCKTER, PRESIDENT

Date 1-9-2023

APPROVED:
County of Shasta

By _____,
CHAIR
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

Acting Clerk of the Board of Supervisors


By _____
Deputy

APPROVED AS TO FORM:

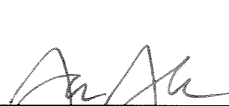
RUBIN E. CRUSE, JR.
County Counsel

By 
Matthew M. McOmber
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

By 
Alfred V. Cathey, Director
Department of Public Works

RISK MANAGEMENT APPROVAL

By 
James Johnson
Risk Management Analyst III

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY
DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 027-060-062 (a portion)
PROJECT: Cove Rd Storm Damage Slide Repair (ROAD)

DPW NO. 7L002-2022-02

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA

DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

SNOW MOUNTAIN HYDRO LLC, an Idaho Limited Liability Company, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the South One-Half of Section 14, and the North One-Half of Section 23, Township 35 North, Range 1 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

SNOW MOUNTAIN HYDRO LLC, an Idaho Limited Liability Company
By: I W Energy Fund LLC, an Idaho Limited Liability Company (MEMBER/MANAGER)
By: Ida-West Acquisition Company, an Idaho corporation
(MEMBER and ADMINISTRATIVE AGENT)

By: _____
DOUGLAS J. DOCKTER, PRESIDENT.

Date _____

By: I W One Percent LLC, an Idaho Limited Liability Company (MEMBER/MANAGER)
By: Ida-West Acquisition Company, an Idaho corporation
(MEMBER and ADMINISTRATIVE AGENT)

By: _____
DOUGLAS J. DOCKTER, PRESIDENT

Date _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**SNOW MOUNTAIN HYDRO LLC,
an Idaho Limited Liability Company**

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from SNOW MOUNTAIN HYDRO LLC, an Idaho Limited Liability Company, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

Acting Clerk of the Board of Supervisors

By _____
Deputy

Legal Description – Snow Mountain Hydro LLC

EXHIBIT "A"

All That real property situated in the South One-Half of Section 14 and the North One-Half of Section 23, Township 35 North, Range 3 West, M.D.B.&M., in the unincorporated territory of Shasta, State of California, as conveyed to Snow Mountain Hydro LLC, a corporation, in Official Records Document 1996-3488865, Shasta County Records, lying Westerly of the proposed centerline of construction for Cove Road, as shown on that certain Record of Survey for Cove Road filed April 13, 2022 in Book 60 of Land Surveys at Page 63, Shasta County Records, as shown on Exhibit "B" attached hereto and made a part thereof, said real property lying 30.00 feet Westerly and parallel of said centerline starting from Engineers Station "C" 10+00.00 to engineers station "C" 10+67.39; Thence all that real property lying 40.00 feet Southwesterly and parallel to said centerline from Engineers Station "C" 10+67.39 to Engineers Station "C" 13+07.42; Thence all that real property lying 30.00 feet Westerly and parallel to said centerline from Engineers Station "C" 13+07.42 to Engineers Station "C" 16+84.89; Thence all that real property lying 50.00 feet Southwesterly from and parallel to said centerline from Engineers Station "C" 16+84.89 to Engineers Station "C" 18+99.69; Thence all that real property lying 30.00 feet Southwesterly and parallel to said centerline from Engineers Station "C" 18+99.69 to Engineers Station "C" 20+98.82; Thence all that real property lying 40.00 feet Southwesterly and parallel to said centerline from Engineers Station "C" 20+98.82 to Engineers Station "C" 22+14.01; Thence all that real property lying 30.00 feet Southwesterly and parallel to said centerline from Engineers Station "C" 22+14.01 to Engineers Station "C" 23+59.14.

Being a portion of APN 027-060-062

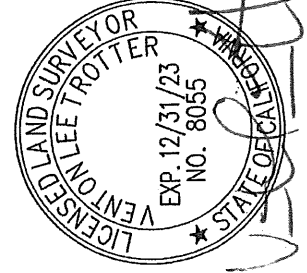
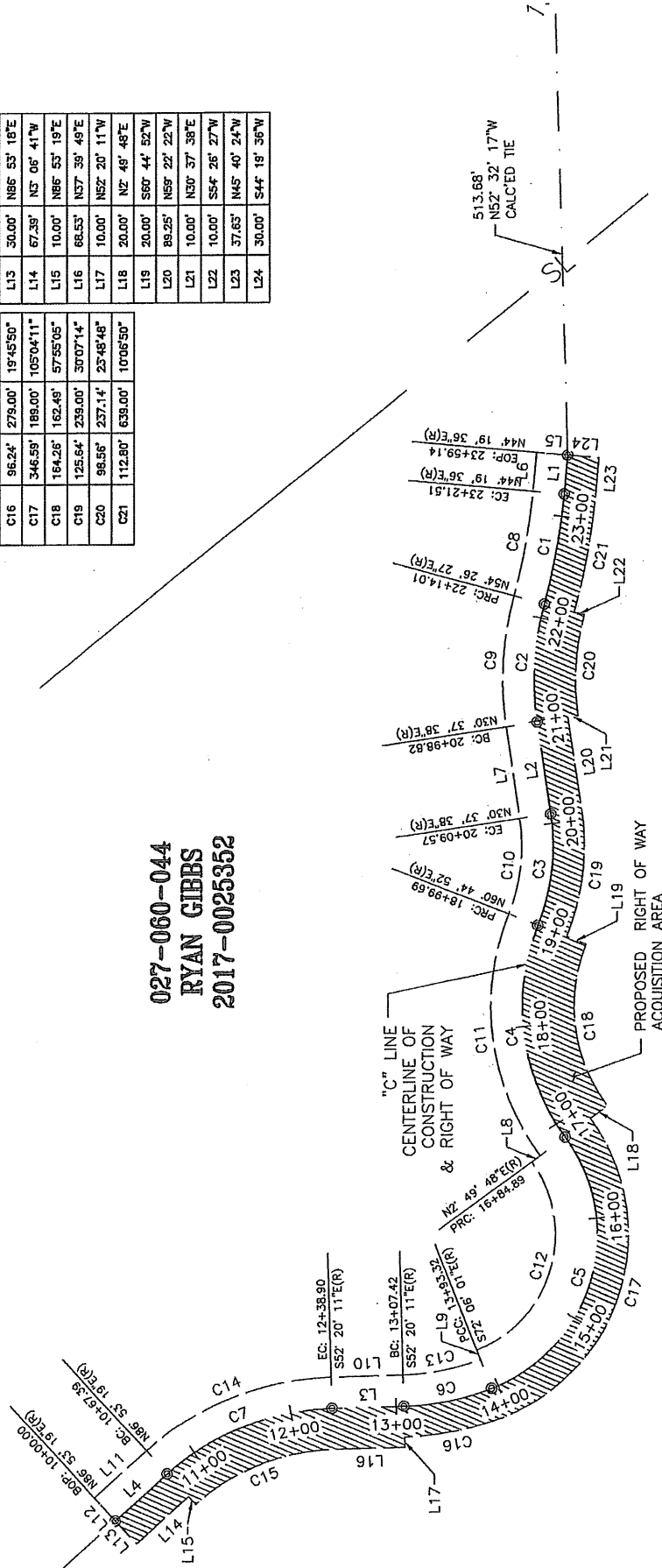


ALIGNMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	37.63'	S45° 40' 24"E
L2	89.25'	S59° 22' 22"E
L3	68.53'	S37° 38' 49"W
L4	67.38'	S5° 06' 41"E

ALIGNMENT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	107.50'	609.00'	10°06'50"
C2	115.18'	277.14'	23°48'48"
C3	109.87'	209.00'	30°07'14"
C4	214.80'	212.49'	57°55'05"
C5	291.58'	159.00'	105°04'11"
C6	85.89'	249.00'	19°45'50"
C7	171.51'	241.00'	40°46'31"

R/W CURVE TABLE			R/W LINE TABLE		
CURVE #	LENGTH	RADIUS	DELTA	LINE #	DIRECTION
C8	102.21'	579.00'	10°06'50"	L5	S44° 19' 37"W
C9	127.65'	307.14'	23°48'48"	L6	S45° 40' 24"E
C10	94.10'	179.00'	30°07'14"	L7	S59° 22' 22"E
C11	245.13'	242.49'	57°55'05"	L8	S2° 48' 48"W
C12	218.22'	119.00'	105°04'11"	L9	S72° 06' 01"E
C13	75.54'	219.00'	19°45'50"	L10	S37° 38' 49"W
C14	192.86'	271.00'	40°46'31"	L11	S5° 06' 41"E
C15	143.04'	201.00'	40°46'31"	L12	S30° 00' 00" E
C16	96.24'	279.00'	19°45'50"	L13	S30° 00' 00" E
C17	346.59'	189.00'	105°04'11"	L14	S67° 39' 18"E
C18	164.26'	162.49'	57°55'05"	L15	S67° 39' 18"E
C19	125.64'	239.00'	30°07'14"	L16	S68° 53' 19"E
C20	98.56'	237.14'	23°48'48"	L17	S10° 00' 00" E
C21	112.80'	639.00'	10°06'50"	L18	S20° 00' 00" E
				L19	S80° 44' 52"W
				L20	S89° 25' 22"W
				L21	S10° 00' 00" E
				L22	S54° 26' 27"W
				L23	S37.63' N45° 40' 24"W
				L24	S30.00' S44° 19' 36"W

027-060-044
RYAN GIBBS
2017-0025352



SNOW MOUNTAIN HYDRO LLC
APN 027-060-062
1996 O.R. 3488865

SCALE 1"=150'

EXHIBIT "B"